

William A. 'Bert' Miller, III
Mayor
Bernie Gessner
Councilmember
Josh M. Fultz Councilmember



Grant E. Holt
Mayor Pro-Tem
Pattie Pederson
Councilmember

**NOTICE OF MEETING OF THE GOVERNING BODY OF THE
CITY OF NAVASOTA, TEXAS
JANUARY 23, 2023**

Notice is hereby given that a Regular Meeting of the governing body of the City of Navasota will be held on the 23rd of January, 2023 at 6:00 PM at the City Hall in the City Council Chambers, Room No. 161, located at 200 E. McAlpine Street, Navasota, Texas 77868, at which time the following subjects will be considered, to wit:

To watch the City Council meeting live please visit the City of Navasota's Youtube here: <https://www.youtube.com/channel/UCItnx7BQt0TCIYJRiZ14g5w>

1. Call to Order.
2. Invocation
Pledge of Allegiance
3. Remarks of visitors: Any citizen may address the City Council on any matter. Registration forms are available on the podium and/or table in the back of the city council chambers. This form should be completed and delivered to the City Secretary by 5:45 p.m. Please limit remarks to three minutes. The City Council will receive the information, ask staff to look into the matter, or place the issue on a future agenda. Topics of operational concerns shall be directed to the City Manager.
4. Staff Report:
 - (a) Election 2023 update [Susie M. Homeyer, City Secretary]
 - (b) Board and Commission update [City Council]; and
 - (c) Reports from City Staff or City Officials regarding items of community interests, including expressions of thanks, congratulations or condolence; information regarding holiday schedules; honorary or salutary recognition of public officials, public employees, or other citizens; reminders about upcoming events organized or sponsored by the City; information regarding social, ceremonial, or community events organized or sponsored by a non-City entity that is scheduled to be attended by City officials or employees; and announcements involving imminent threats to the public health and safety of people in the City that has arisen after the posting of the agenda. [Jason Weeks, City Manager]

5. Conduct a public hearing for the purpose of receiving public comment and testimony regarding a zoning change application submitted Crosstrails Development, LLC for the property located in the A0055-0 D Tyler Abstract adjacent to Pecan Lakes Estates Phase 2. The zoning change application requests to change the zoning from A/O: Agriculture/Open Space District to Pecan Grove Estates PUD, a planned unit development, for the development of a 35.13-acre single dwelling unit subdivision. The property affected is legally described as A0055-0 D Tyler, Tract 4, Acres 35.13, located in Navasota, Grimes County, Texas 77868. [Lupe Diosdado, Development Services Director]
6. Consideration and possible action on the first reading of Ordinance No. 1014-23, approving a zoning change application submitted Crosstrails Development, LLC for the property located in the A0055-0 D Tyler Abstract adjacent to Pecan Lakes Estates Phase 2. The zoning change application requests to change the zoning from A/O: Agriculture/Open Space District to Pecan Grove Estates PUD, a planned unit development, for the development of a 35.13-acre single dwelling unit subdivision. The property affected is legally described as A0055-0 D Tyler, Tract 4, Acres 35.13, located in Navasota, Grimes County, Texas 77868. [Lupe Diosdado, Development Services Director]
7. Consideration and possible action on the first reading of Ordinance No. 1015-23, amending Chapter 3 Building Regulations, Article 3.06 Signs related to Freeway and Freestanding Signs. [Lupe Diosdado, Development Services Director]
8. Consideration and possible action on Resolution No. 728-23, regarding the requested annexation submitted by James C Hassell for a 1.310-acre tract of land in the James Whitesides Survey, A-62, Navasota, Grimes County, Texas, setting a date, time, and place for a public hearing on a proposed annexation of said property by the City of Navasota. [Lupe Diosdado, Development Services Director]
9. Consideration and possible action on awarding a grant administrator to complete an application and project implementation for the City of Navasota's 2023 Downtown Revitalization Program grant administered through the Texas Department of Agriculture. [Evette Fannin, Grants Coordinator]
10. Consideration and possible action on awarding a grant administration and planning services to complete an application and project implementation for the City of Navasota's Resilient Communities Program grant administered through the General Land Office. [Evette Fannin, Grants Coordinator]
11. Consideration and possible action on the Navasota Police Department's 2022 Racial Profiling Data Report. [Mike Mize, Chief of Police]

12. Consent Agenda: The following items may be acted upon with one motion and vote. No separate discussion or action is necessary unless requested by the Mayor or City Councilmember, in which event the item will be removed from the Consent Agenda for separate discussion and/or action by the City Council as part of the regular agenda.

Consent Items are:

A. Authorize the City Manager to enter into an agreement with R. W. Harden & Associates to provide hydrogeologic consulting services and performing a groundwater availability study for the City of Navasota in the amount of \$22,400.00.

B. Approve Resolution No. 726-23, supporting the City of Navasota Public Safety Office (PSO) grant application for the purchase of bullet proof shields for the Navasota Police Department.

C. Approve Resolution No. 727-23, accepting the water, wastewater, natural gas, street, and storm drainage improvements of Phase Four in Pecan Lakes Estates Subdivision, except for the entrance signage, common areas and open channel storm drainage improvements, in the City of Navasota, Grimes County Texas.

D. Approve the Final Project & Finance Plan for the City of Navasota Tax Increment Re-investment Zone One.

E. Approve a contract between the City of Navasota and Zima Corporation in the amount of \$73,602.00 for the purchase of materials and associated items related to emergency repairs to the clarifier and other equipment at the City's Wastewater Treatment Plant, as authorized by Section 252.022(a)(3), Texas Local Government Code, as a procurement necessary because of unforeseen damage to public machinery, equipment, or other property caused by the December 2022 winter weather.

F. Approve a contract between the City of Navasota and Teal Services, LLC in the amount of \$47,832.00 for the purchase of materials and associated items related to emergency repairs to the clarifier and other equipment at the City's Wastewater Treatment Plant, as authorized by Section 252.022(a)(3), Texas Local Government Code, as a procurement necessary because of unforeseen damage to public machinery, equipment, or other property caused by the December 2022 winter weather.

13. Adjourn.

DATED THIS THE 18TH OF JANUARY, 2023

/JW/

BY: JASON WEEKS, CITY MANAGER

I, the undersigned authority, do hereby certify that the above notice of meeting of the governing body of the CITY OF NAVASOTA, is a true and correct copy of said notice and that I posted a true and correct copy of said notice in the glass bulletin board, in the foyer, on the south side of the Municipal Building as well as in the bulletin board on the north side of the Municipal Building of the City of Navasota, Texas, a place convenient and readily accessible to the general public at all times, and said notice was posted on the 18th of January, 2023 at 03:01 PM and will remain posted continuously for at least 72 hours preceding the scheduled time of said meeting. Agendas may be viewed at www.navasotatx.gov.

The City Council reserves the right to convene in Executive Session at any time deemed necessary for the consideration of confidential matters under the Texas Government Code, Sections 551.071-551.089.

DATED THIS THE 18TH OF JANUARY, 2023

/SMH/

BY: SUSIE M. HOMEYER, CITY SECRETARY

THIS FACILITY IS WHEELCHAIR ACCESSIBLE AND ACCESSIBLE PARKING SPACES ARE AVAILABLE. REQUESTS FOR ACCOMMODATIONS OR INTERPRETIVE SERVICES MUST BE MADE 48 HOURS PRIOR TO THIS MEETING. PLEASE CONTACT THE CITY SECRETARY'S OFFICE AT(936) 825.6475 OR (936) 825.6408 OR BY FAX AT (936) 825.2403.



REQUEST FOR CITY COUNCIL AGENDA ITEM #4

Agenda Date Requested: January 23, 2023

Requested By: Jason Weeks, City Manager

Department: Administration

☒ Report ☐ Resolution ☐ Ordinance

Exhibits: Notice of Deadline to file application

Appropriation	
Source of Funds:	<u>N/A</u>
Account Number:	<u>N/A</u>
Amount Budgeted:	<u>N/A</u>
Amount Requested:	<u>N/A</u>
Budgeted Item:	<input type="radio"/> Yes <input checked="" type="radio"/> No

AGENDA ITEM #4

Staff Report:

(a) Election 2023 update [Susie M. Homeyer, City Secretary];

(b) Board and Commission update [City Council]; and

(c) Reports from City Staff or City Officials regarding items of community interests, including expressions of thanks, congratulations or condolence; information regarding holiday schedules; honorary or salutary recognition of public officials, public employees, or other citizens; reminders about upcoming events organized or sponsored by the City; information regarding social, ceremonial, or community events organized or sponsored by a non-City entity that is scheduled to be attended by City officials or employees; and announcements involving imminent threats to the public health and safety of people in the City that has arisen after the posting of the agenda. [Jason Weeks, City Manager]

SUMMARY & RECOMMENDATION

(a) Susie M. Homeyer will give an update on the May 6, 2023 City Election.

(b) If applicable, City Council will provide Board and Commission updates.

(c) Staff and City Council will give updates on other events coming up.

ACTION REQUIRED BY CITY COUNCIL

None

Approved for the City Council meeting agenda

Jason Weeks

Jason B. Weeks, City Manager

1/17/23

Date

NOTICE OF DEADLINE TO FILE AN APPLICATION FOR PLACE ON THE BALLOT

(AVISO DE FECHA LÍMITE PARA PRESENTAR UNA SOLICITUD PARA UN LUGAR EN LA BOLETA)

Notice is hereby given that an application for a place on the City of Navasota General Election 2023
(name of political subdivision/party)

Regular ~~Special/Primary~~ Election ballot may be filed during the following time: 1/18/2023 to 2/17/2023
(Circle one)

(Se da aviso por la presente que una solicitud para un lugar en la boleta de la Elección

Regular ~~Especial/Primaria~~ de El Cleccion General dela Ciudad De Navasota 2023 se pueden presentar
(marcar una con circulo) (nombre de la subdivisión política/partido)

durante el siguiente horario: 1/18/2023 to 2/17/2023)

Filing Dates and Times:

(Fechas y Horario para Entregar Solicitudes)

Start Date: January 18, 2023 End Date: February 17, 2023
(Fecha Inicio) 18 De enerode 2023 (Fecha Límite) 17 Febrero 2023

Office Hours: Monday - Friday 8:00a.m. to 5:00 p.m.
(Horario de la Oficina) Lunes - Viernes 8:00a.m. to 5:00 p.m.

Physical address for filing an application in person for place on the ballot:
(Dirección a física para presentar una solicitud en persona para un lugar en la boleta)

City of Navasota, 200 E. McAlpine, Navasota, Texas 77868

Address to mail an application for place on the ballot (if filing by mail):
(Dirección a donde enviar una solicitud para un lugar en la boleta (en caso de presentar por correo))

City of Navasota, P. O. Box 910, Navasota, Texas 77868

Email or Fax Number to send an application for place on the ballot:
(Dirección de correo electrónico o número de fax para enviar una solicitud para un lugar en la boleta)

shomeyer@navasotatx.gov


Signature of Filing Officer
(Firma del Oficial de Archivos)

Susie M. Homeyer
Printed Name of Filing Officer
(Nombre en letra de molde del Oficial de Archivos)

December 16, 2022
Date Posted
(Fecha archivada)



AGENDA PLANNING CALENDAR

JANUARY 23, 2023 – **TIRZ BOARD MEETING 4:30 P.M.**

1. Called to order
2. Approve project plan and finance plan
3. Appoint officers
4. Adjourn

JANUARY 23, 2023 – **WORKSHOP AT 4:45 P.M.**

1. Called to order
2. Texas Downtown Association Report
3. Adjourn

JANUARY 23, 2023 – **DEADLINE FOR SUBMITTING ITEMS AND COVER SHEETS FOR THIS MEETING IS 01/09/2023**

1. Called to order
2. Invocation/Pledge of Allegiance
3. Remarks of visitors
4. Staff Report: (a) Election update; (b) Board and Commission update; and (c) Reports from staff and City Council
5. Public Hearing – Zoning change for Pecan Grove Estates
6. 1st reading of Ordinance No. 1014-23, zoning change for Pecan Grove Estates
7. 1st reading of Sign Ordinance No. 1015-23, amending ordinance on Freeway and Freestanding Signs
8. Resolution No. 728-23, requested annexation, 1.310 acres, Jim Hassell
9. Award grant management for Downtown Revitalization Program
10. Award grant management for Administration/Planning for Resilient Communities Program
11. Racial Profiling Report
12. Consent agenda: (a) New water well survey; (b) Resolution No. 726-23 - Shields Grant for PD; (c) Resolution No. 727-23, Infrastructure at Pecan Lakes, Phase 4; (d) Final project and Finance Plan; (e) Contract with Zima for emergency repairs on WWTP; and (f) Contract with Teal for emergency repairs on WWTP
13. Adjourn

FEBRUARY 13, 2023 – **DEADLINE FOR SUBMITTING ITEMS AND COVER SHEETS FOR THIS MEETING IS 01/30/2023**

1. Called to order
2. Invocation/Pledge of Allegiance
3. Remarks of visitors
4. Staff Report: (a) Board and Commission update; and (b) Reports from staff and City Council
5. Election items
6. Public hearing on condemnation
7. Order to repair or demolish
8. Consent agenda: (a) Minutes for the month of January 2023; (b) Municipal Court report for January 2023; (c) 2nd reading of Ordinance No. 1014-23, zoning change for Pecan Grove Estates; and (d) 2nd reading of Ordinance No. 1015-23, amending ordinance on Freeway and Freestanding signs
9. Adjourn

February 27, 2023

March 13, 2023

March 27, 2023

April 10, 2023 – Executive Session – Evaluation of Municipal Judge – 2 year

April 24, 2023



Vision Statement:

*Navasota 2027: What America Wants To Be
“A beautiful, progressive, vibrant, service-oriented,
close-knit community filled with
historical charm and promise for people and business.”*

Mission Statement:

*“To guide Navasota’s growth in a way that maintains
our heritage, culture, and uniqueness while
maximizing our economic and social development.”*



THE CITY OF NAVASOTA COUNCIL LEADERSHIP POLICY

It is the desire of the Navasota City Council to demonstrate responsible leadership by:

- (a) Establishing a 2027 Strategic Growth Map for the City of Navasota.*
- (b) Assuring stable and effective city operations.*
- (c) Developing and adopting policies that will guide the growth of the City of Navasota.*
- (d) Facilitating private/public sector partnerships at the local, regional, state and federal level that will invest in the future of Navasota.*
- (e) Ensuring all Navasota boards, commissions and committees are aligned with the Council's growth policies.*



So much, so close.

**Report
and
Strategic Plan**

**Adopted
April 26, 2021**

**Prepared and Facilitated
By
Ron Cox Consulting**



REPORT AND STRATEGIC PLAN COUNCIL/STAFF RETREAT

CITY OF NAVASOTA

February 12, 2021

Introduction

On February 12, 2021, the Mayor, City Council and staff of the City of Navasota met for a retreat planning session. The purpose of this meeting was twofold.

- Confirm and expand the governance philosophy for the City Council. Included in that is identifying key elements of the Council's vision for Navasota.
- Prepare a strategic plan for the city.

The Mayor, Council and staff freely worked together, and their work was exemplary in all respects. Ron Cox facilitated the process.

Governance

In their February 12, 2021 session the Council confirmed the governance policy they established in 2017 and expanded on it by further defining their governance philosophy. The Council participated in discussions about their role, together and their leadership responsibilities. The elements of a strong governance model are having and following clear vision and mission, establishing leadership and communications philosophies, and identifying the expectations of each other as City Council members, and the City staff, and of identifying and recognizing the expectations staff has of the City Council.

The key elements of the Governance Philosophy are leadership, communication and understanding and defining expectations. These define how the team will function together. Visioning and planning are the key elements that define what the strategies and goals are for the City of Navasota and what they will be to ensure the vision is ultimately attained.

Governance Model

The governance model first begins with leadership. Each member of the Council asked to provide input into how they will lead, communicate and a defining of expectations for themselves and staff.

The facilitator began the process by asking each of the members why they ran and serve on the City Council. They responded as follows:

The Mayor and Council reviewed and confirmed their Governance Policy and Rules of Engagement established in 2017. These are as follows.

Mayor and Council members ran for the office and serve ...

- Had already serviced on other boards and wanted to be active in the growth to come.
- To lead city in the right direction.
- Saw growth coming and saw weaknesses in various ordinances that needed strengthening – now growth is really here.
- To bring a different insight as a native of Navasota.
- To encourage business growth and economic development.
- Am able to serve.
- Originally to change the direction of the city (and have done that).
- Exciting to be a part of big decisions for the community.

The facilitator then asked the members to describe the attributes they have that will contribute to the work of the Council.

Mayor and Council have the following attributes ...

- Able to think outside the box on issues.
- Business experience in the private sector.
- Provides a technical background.
- Brings a different point of view, being from a different generation than others on the Council.
- Historical memory as a native of Navasota.
- Love the community.
- Committed to the community.
- Service to the community.
- Have the time to serve.

- Have a special needs child bringing different perspective to decision making.
- Raised seven children and now grandchildren all in Navasota community and schools.
- Different stages of our lives, bring different viewpoints.

The Mayor and Council of the City of Navasota will lead by ...

- Providing the facts.
- Seeking and gaining understanding of the problems.
- Listening, asking, seeking information and deciding.
- Coming together for the greater good – compromising and building consensus.
 - Toward a common goal – betterment of Navasota.
 - Finding a win/win for all.
 - Building consensus.
- Picking your wins carefully.
- Not being afraid to admit you are wrong and changing your mind.
- Being patient.
- Being humble – not prideful or egotistical.
- Being passionate about our city, but not dictatorial.
- Being brave for our city.
- Showing respect and being respectful of others.

The Mayor and Council of the City of Navasota will communicate ...

- Effectively with citizens, each other and staff...
 - Concisely.
 - Clearly.
 - Completely.
- Seek and allow responses.
- Seek to understand.
- Take the time to explain the issue and resolution to each other and to citizens.

The Mayor and Council of the City of Navasota expect the following of each other...

- Remember we all work for the citizens – Council and staff alike.
- Set the table for the citizens on agenda items – fill in the gaps of knowledge for them.
- Follow the process.
- Be willing to slow the process down.
- Respect each other and their opinions.
- Be honest.
- Be consistent.
- Do your homework.
- Be vulnerable – admit you do not know everything.
- Be willing to learn.
- Don't take the issue personally

The Mayor and Council of the City of Navasota expect the following of the staff ...

- Set the table to explain agenda items for Council and citizens.
- Be clear and timely in the information flow to Council – understanding and responding to individual council members in the way that communicates best to them.
- Don't take it personally.
- Provide the full picture – the good, the bad, and the ugly.
- Have patience.
- Know your lane and stay in it.
- Understand the chain-of-command.

(It was noted that the City Council and staff should all have and respond to the same expectations.)

The staff expects the following of the Mayor and Council of the City of Navasota (as defined by the City Council) ...

- Don't play the "gotcha" game with staff.
- Have an understanding of staff, their role.
- Ask questions and don't assume.
- Have patience.
- Be fair.
- Listen to staff.
- Be respectful to staff.
- Seek information on what council can do to help the staff succeed.
- Seriously consider their recommendations.
- Attempt to solve the problems that are presented.
- Give them clear direction.
- Remember that staff is working for the citizens, as well as the Council.
- Don't put undue pressure on staff.
- Follow the chain-of-command.

Vision and Mission

On February 6, the Council and senior staff discussed the elements vision they have for Navasota. Currently, there are is Vision Statement and Mission Statement for the City. After a review, the Mayor and Council identified and confirmed the key elements of the vision and mission for the City.

Vision Statement

Navasota 2027: What America wants to Be:

A beautiful, progressive, vibrant, service oriented, close-kinit community filled with historic charm and promise for people and business.

Vision Elements

These elements were discussed and are presented in no particular order of priority. It was noted that in reviewing the Vision Statement from the Comprehensive Plan, these key vision elements are consistent with and embodied in the Vision Statement.

- Navasota is a role model for other cities.
- Clean.
- Safe.
- Friendly and inviting.
- Historic.
- Beautiful and manicured.
- Successful.
- Sustainable.
- Full of opportunity.
- Innovative.
- Charming.

Mission Statement

To guide Navasota's growth in a way that maintains our heritage, culture and uniqueness while maximizing our economic and social development.

Mission Elements

These key mission elements are presented in no particular order of priority.

- Committed.
- Stay focused on the mission.
- Dedication and desire.
- Proper planning.
- To communicate the Vision.
- Provide great/exceptional customer service.
- Clear, consistent, defined responsibilities.
- Flexible.
- Understanding of your role and responsibilities.

Strategic Planning

The facilitator led the participants in a SWOT analysis, identifying and discussing the strengths, weaknesses, opportunities and threats for the City of Navasota, both organizationally and in the community. The weaknesses then were divided into common themes – Areas of Emphasis or Vision Elements. Within each of the Areas of Emphasis, opportunities – strategies and goals – were identified to overcome the weaknesses.

Finally, threats were identified that if not anticipated may get in the way of accomplishing the strategies and goals.

The participants were divided into three groups. Each group focused on strengths and weaknesses as follows.

Strengths

Group 1

- Qualified personnel.
- Close knit team/community.
- Has a can-do attitude.
- Pride in community and city organization.
- Friendly.
- Great leadership – Council, City Manager and staff.
- Caring.
- Small town charm.
- Service oriented.
- Open minded and welcoming.
- Knowledgeable about work, etc.
- Dedication.
- Good foundation upon which to build.
- Resilient.
- Organization is accountable to the community.
- Have integrity and honesty.
- Everyone is team player.
- Willing to admit to issues and problems.
- Self-aware.
- Transparent.
- Have community support.
- Have a multi-faceted community makeup.
- Visionaries.
- Excellent location.
- Diversity in the community.

Group 2

- Great staff.
- Buy-in from the community.
- A community feeling.
- Progressive.
- Safe.
- Leadership.
- Proactive Council.
- Beginning infrastructure design improvements.
- City services.
- Facilities.

- Partnerships.
- Potential for growth.
- Location.
- History.
- Industry.

Group 3

- Experience of Council and staff.
- New councilmembers bringing energy and new ideas.
- Leadership.
- Collaboration.
- Creativity.
- Openness/inviting community.
- Honesty/trust.
- Stability.
- Teamwork.
- Loyalty and pride.
- Service minded.
- Relationships/friendly/user friendly.
- Fun.
- Commitment and dedication.

Weaknesses

Group 1

- Lack of social and health services.
- Minimal retail services.
- Lack of transportation services.
- Lack of after 5 p.m. activities.
- Aging infrastructure.
- Difficulty in communication from the city to the citizens.
- Lack of finances for unfunded mandates.
- Outside negative perception of the community.
- Finding and retaining good staff.
- Lack of seasoned/experienced staff at all levels.
- Lack of citizen input/involvement.
- Uninformed criticism from citizens.
- Limited connectivity to high quality internet.
- Technologically inhibited/fear of technology

Group 2

- Fear of change.
- More work than staff can accomplish.
- Lack of job career diversity.

- Perception of the school district.
- Lack of rental/multifamily in the city.
- Retail leakage.
- Lack of amenities for social and family time.
- Train traffic.
- Animal control/fire department facilities need replacing.
- Lack of internet connectivity.

Group 3

- Communication/understanding of the message.
- People making assumptions without all the information.
- Aging infrastructure.
- Sometimes resistant to change.
- Dislike of others.
- Financial resources are limited.
- Retention of employees.
- Outside perception of Navasota.
- People have long memories.
- Lack of participation by the citizens.
- Being required to respond to circumstances beyond our control.
- Limited technology in the community in the city.

Areas of Emphasis

Reviewing the weaknesses presented resulted in the identification of five areas of emphasis.

- **Governance**
- **Economic Development**
- **Image/Communication**
- **Infrastructure**

Weaknesses Rearranged

The weaknesses identified above, were then summarized and arranged to be within one of the areas of emphasis.

- **Governance**
 - Resistance to change.
 - Employee retention.
 - Responding to circumstances beyond city's control.
 - Unfunded mandates.
 - Lack of participation.
- **Economic Development**
 - Diversity in career jobs.

- Sufficient revenue for infrastructure redevelopment.
- Retail leakage
- Lack of social and family recreation.
- Need for diversity in housing.
- Social and health services.
- **Image/Communication**
 - Negative perception of school district.
 - Negative perception of city.
 - Inability to provide information to all ages
 - Internally and externally.
 - Lack of understanding.
 - Criticism from the uninformed.
 - From city to citizens
- **Infrastructure**
 - Train traffic.
 - Again infrastructure
 - Transportation.
 - Facilities.
 - Poor quality of internet and technology, city and citywide.

Opportunities – Strategies and Goals

The groups then brainstormed to identify opportunities to overcome the weaknesses. These opportunities are the basis for the strategies and goals prepared below.

Governance

- **Establish a program to encourage more participation in Navasota government.**
 - Establish and implement leadership academies.
 - Establish a citizens' academy.
 - Establish a citizens' police academy.
 - Establish a citizens' fire academy.
 - Improve communication and strategic alignment between Council and all committees.
- **Establish an employee retention strategy.**
 - Identify and promote the work culture, benefits of the city.
 - Promote the community and organizational culture.
 - Explore housing incentives to live and work in Navasota and attract new employees.
 - Cast a wider net for employees.
 - Explore opportunities for providing employee benefits that incentivize employment and retention.
- **Explore opportunity for a full-time grant writer.**

- **Provide a clear sense of direction to all boards related to economic development.**
 - Establish an Economic Development Strategy with the NEDC

(Note: there were some communications initiatives in Governance. These have been moved to Image/Communication to avoid repetition.)

Economic Development

- **Establish a partnership with NISD, Blinn, TAMU and other institutions to enhance the economic development process.**
- **Seek out grant opportunities.**
 - Pursue grants from EDA.
- **Enhance the marketing of Navasota.**
 - Marketing to fulfill housing needs.
 - Marketing of lower utility costs compared to other areas.
 - Marketing location and proximity to major metro areas in the state.
- **Seek partners to improve local health and social service providers.**
 - Explore health authority with county.
 - Explore partnership with St. Joseph's healthcare system.
 - Recruit health provider specialists (optometrists and medical providers)
- **Enhance strategic retail recruitment.**
 - Continue to partner with Retail Coach.
 - Attend recruitment conferences (industry, retail, restaurants, etc.)

(Note: there were some infrastructure initiatives in Economic Development. These have been moved to Infrastructure to avoid repetition.)

Image/Communication

- **Improve the perception and image of Navasota.**
 - Establish a positive campaign to promote Navasota.
 - Prepare both an in-person and digital message.
 - Identify target audiences.
 - Attend realtor conferences to tell the Navasota story.
 - Utilize citizens' academies (see Governance).
 - Explore use of Town Hall meetings – in-person and virtual.
- **Establish a program to educate ISD students about local government.**
 - Sponsor a job shadowing program for students in the city.
- **Improve communication in general with the public. (Note: moved from Governance)**
 - Be deliberate about creating buy-in from citizens.
 - Inform, educate and cast the vision.
 - Prepare and implement a communication protocol.

Infrastructure

- **Prepare a plan for construction of an elevated grade crossing over the railroad tracks.**

- Identify location and right of way needs for the crossing.
- Establish costs to city to accommodate the crossing.
- Identify land for a substation for fire and animal control.
- Establish contact and conversation with the railroad.
- **Prepare a capital improvements plan and program for needed city infrastructure.**
 - Improve aging infrastructure.
 - Improve aging and inadequate facilities.
 - Expand parks, trails and bike paths.
 - Identify funding sources – bonds, grants, etc.
- **Create additional opportunity for social and family amenities.**
 - Create additional sports facilities.
 - Make park improvements – trails, bike paths, etc.
- **Identify and plan for needed improvements to the community's internet system.**
 - Identify and review the existing systems available to the City
 - BVCOG Fiber Loop
 - Midsouth Synergies
 - Other

Threats

Finally, Council and staff identified threats to accomplishing the goals and strategies that have been identified.

- Fear – lack of understanding of the issues and the unknown.
- Money.
- Economic downturn.
- Federal and state unfunded mandates and restrictions to local government.
- Social media.
- Uncommitted leadership.
- Politization of local government.
- Suffering the unintended consequences of outside mandates.
- Encroaching crime.
- Another pandemic – COVID.
- Adverse weather.
- No response to the failing infrastructure.
- The “cancel culture” – just turning off or destroying what one disagrees with – refusal to dialogue.
- Not adapting to the change in the ideology of the culture.

City Staff Implementation Sessions

April 5 and 14, 2021

On April 5, 2021 the facilitator met with the City Manager and staff to review the outcomes of the planning session and to determine next steps for the development of the implementation plan.

Implementation Plan Process. The staff reviewed a template to be used to develop the implementation portion of the planning process. During the discussions, a staff member was assigned as the team facilitator for the development of the implementation plan for each areas of emphasis. Further they began the process of developing action steps, with proposed timelines, and budget implications (if they were known at the time).

On April 14, 2021 staff again met with the facilitator to review and complete a draft implementation plan. The implementation plan is included in this document.

Reporting

Finally, staff established reporting protocols. These protocols serve the purpose of keeping the staff on schedule with the implementation of strategies, keeping the City Manager informed, and providing regular reports to the Mayor and City Council on the status of the implementation of the adopted strategies. This provides for long term accountability toward the implementation of the Strategic Plan.

Reporting Protocols

- **Council**
 - Receives updates at least monthly from staff at Council meetings regarding various projects related to the strategic plan.
 - Receives formal status reports, including a semi-annual and annual report from staff to the City Council.
- **City Manager**
 - City Manager receives regular – both formal and informal - updates from staff at regular staff meetings on progress of assignments.

City Council Approval

April 26, 2021

On TBD, 2021, the City Council reviewed their work as well as the work of the staff since the planning session in January. After a thorough discussion the Report was approved as amended unanimously.

Conclusion

The Mayor, Council and staff of the City of Navasota worked through a governance and planning process that allowed the Council to create a governance model and identify and expand strategies for moving the city forward. The process brought the staff leadership and Council closer together as a team and developed an implementation process to ensure the strategies are addressed and accomplished over time.



Strategic Plan 2021

**Council/Staff Planning Retreat
February 12, 2021**

**Adopted
April 26, 2021**

**Prepared and Facilitated
By
Ron Cox Consulting**

Vision Statement (Adopted 2017)

**Navasota 2027: What America wants to Be:
A beautiful, progressive, vibrant, service oriented,
close-kinit community filled with historic charm
and promise for people and business.**

Key Vision Elements 2021

- **Navasota is a role model for other cities.**
- **Clean.**
- **Safe.**
- **Friendly and inviting.**
- **Historic.**
- **Beautiful and manicured.**
- **Successful.**
- **Sustainable.**
- **Full of opportunity.**
- **Innovative.**
- **Charming.**

Mission Statement (Adopted 2017)

To guide Navasota's growth in a way that maintains our heritage, culture and uniqueness while maximizing our economic and social development.

Mission Elements

- **Committed.**
- **Stay focused on the mission.**
- **Dedication and desire.**
- **Proper planning.**
- **To communicate the Vision.**
- **Provide great/exceptional customer service.**
- **Clear, consistent, defined responsibilities.**
- **Flexible.**
- **Understanding of your role and responsibilities.**

City of Navasota

City Council

Leadership Philosophy

The City Council of the City of Navasota will lead by...

- Providing the facts.
- Seeking and gaining understanding of the problems.
- Listening, asking, seeking information and deciding.
- Coming together for the greater good – compromising and building consensus.
 - Toward a common goal – betterment of Navasota.
 - Finding a win/win for all.
 - Building consensus.
- Picking your wins carefully.
- Not being afraid to admit you are wrong and changing your mind.
- Being patient.
- Being humble – not prideful or egotistical.
- Being passionate about our city, but not dictatorial.
- Being brave for our city.
- Showing respect and being respectful of others.

City of Navasota

City Council

Communication Philosophy

The City Council of the City of Navasota will communicate by...

- Effectively with citizens, each other and staff...
 - Concisely.
 - Clearly.
 - Completely.
- Seek and allow responses.
- Seek to understand.
- Take the time to explain the issue and resolution to each other and to citizens.

City of Navasota

City Council and Staff

Expectations

Council expects the following of each other...

- Remember we all work for the citizens – Council and staff alike.
- Set the table for the citizens on agenda items – fill in the gaps of knowledge for them.
- Follow the process.
- Be willing to slow the process down.
- Respect each other and their opinions.
- Be honest.
- Be consistent.
- Do your homework.
- Be vulnerable – admit you do not know everything.
- Be willing to learn.
- Don't take the issue personally

City of Navasota

City Council and Staff

Expectations

Council expects the following of staff...

- Set the table to explain agenda items for Council and citizens.
- Be clear and timely in the information flow to Council – understanding and responding to individual council members in the way that communicates best to them.
- Don't take it personally.
- Provide the full picture – the good, the bad, and the ugly.
- Have patience.
- Know your lane and stay in it.
- Understand the chain-of-command.

(It was noted that the City Council and staff should all have and respond to the same expectations.)

Staff expects Council to (as defined by Council members themselves) ...

- Don't play the "gotcha" game with staff.
- Have an understanding of staff, their role.
- Ask questions and don't assume.
- Have patience.
- Be fair.
- Listen to staff.
- Be respectful to staff.
- Seek information on what council can do to help the staff succeed.
- Seriously consider their recommendations.
- Attempt to solve the problems that are presented.
- Give them clear direction.
- Remember that staff is working for the citizens, as well as the Council.
- Don't put undue pressure on staff.
- Follow the chain-of-command.

City of Navasota

Strategic

Areas of Emphasis

- **Governance**
 - **Guiding Principle:** *The City of Navasota follows established rules of governance that promote civil discourse, consistent and predictable deliberation and exemplary action.*
- **Economic Development**
 - **Guiding Principle:** *The City of Navasota will promote a strong and diverse economy that strengthens the local sales tax and property tax base while also contributing to a high quality of life.*
- **Image/Communication**
 - **Guiding Principle:** *The City of Navasota will proactively work to provide accurate, timely communications to the citizens and improve the image of the community.*
- **Infrastructure**
 - **Guiding Principle:** *The City of Navasota will provide excellent infrastructure and facilities that meets the needs of the citizens and businesses, and staff.*

Area of Emphasis

Governance

Guiding Principle: *The City of Navasota follows established rules of governance that promote civil discourse, consistent and predictable deliberation and exemplary action.*

Initiatives:

- **Establish a program to encourage more participation in Navasota government.**
 - Establish and implement leadership academies.
 - Establish a citizens' academy.
 - Establish a citizens' police academy.
 - Establish a citizens' fire academy.
 - Improve communication and strategic alignment between Council and all committees.
- **Establish an employee retention strategy.**
 - Identify and promote the work culture, benefits of the city.
 - Promote the community and organizational culture.
 - Explore housing incentives to live and work in Navasota and attract new employees.
 - Cast a wider net for employees.
 - Explore opportunities for providing employee benefits that incentivize employment and retention.
- **Explore opportunity for a full-time grant writer.**
- **Provide a clear sense of direction to all boards related to economic development.**
 - Establish an Economic Development Strategy with the NEDC

Area of Emphasis

Economic Development

Guiding Principle: *The City of Navasota will promote a strong and diverse economy that strengthens the local sales tax and property tax base while also contributing to a high quality of life.*

Initiatives

- **Establish a partnership with NISD, Blinn, TAMU and other institutions to enhance the economic development process.**
- **Seek out grant opportunities.**
 - Grants from EDA.
- **Enhance the marketing of Navasota**
 - Marketing to fulfill housing needs.
 - Marketing of lower utility costs compared to other areas.
 - Marketing location and proximity to major metro areas in the state.
- **Seek partners to improve local health and social service providers.**
 - Explore health authority with county.
 - Explore partnership with St. Joseph's healthcare system.
 - Recruit health provider specialists (optometrists and medical providers)
- **Enhance strategic retail recruitment**
 - Continue to partner with Retail Coach.
 - Attend recruitment conferences (industry, retail, restaurants, etc.)

Area of Emphasis

Image/Communications

Guiding Principle: *The City of Navasota will proactively work to provide accurate, timely communications to the citizens and improve the image of the community.*

Initiatives

- **Improve the perception and image of Navasota.**
 - Establish a positive campaign to promote Navasota.
 - Prepare both an in-person and digital message.
 - Identify target audiences.
 - Attend realtor conferences to tell the Navasota story.
 - Utilize citizens' academies (see Governance).
 - Explore use of Town Hall meetings – in-person and virtual.
- **Establish a program to educate ISD students about local government.**
 - Sponsor a job shadowing program for students in the city.
- **Improve communication in general with the public (Note: moved from Governance)**
 - Be deliberate about creating buy-in from citizens.
 - Inform, educate and cast the vision
 - Prepare and implement a communication protocol.

Area of Emphasis

Infrastructure

Guiding Principle: *The City of Navasota will provide excellent infrastructure and facilities that meets the needs of the citizens and businesses, and staff.*

Initiatives

- **Prepare a plan for construction of an elevated grade crossing over the railroad tracks.**
 - Identify location and right of way needs for the crossing.
 - Establish costs to city to accommodate the crossing.
 - Identify land for a substation for fire and animal control.
 - Establish contact and conversation with the railroad
- **Prepare a capital improvements plan and program for needed city infrastructure.**
 - Improve aging infrastructure.
 - Improve aging and inadequate facilities.
 - Expand parks, trails and bike paths.
 - Identify funding sources – bonds, grants, etc.
- **Create additional opportunity for social and family amenities.**
 - Create additional sports facilities.
 - Make park improvements – trails, bike paths, etc.
- **Identify and plan for needed improvements to the community's internet system.**
 - Identify and review the existing systems available to the City
 - BVCOG Fiber Loop
 - Midsouth Synergies
 - Other

Vision Element #1

Governance

Guiding Principle: *The City of Navasota follows established rules of governance that promote civil discourse, consistent and predictable deliberation and exemplary action.*

Strategic Initiatives			Goals	Action Steps	FY22	FY23	FY24	Lead
1.1	Establish a program to encourage more participation in Navasota government.	1.1.1	Establish and implement leadership academies.	<ul style="list-style-type: none"> Re-implement a citizens' academy. Establish a citizens' police academy. Establish a citizens' fire academy 		X		Brad Stafford
				<ul style="list-style-type: none"> Hold town hall meetings with citizens in neighborhoods and restaurants to discuss City operations and governance. Present organizational environment to the community 		X		
				<ul style="list-style-type: none"> Grilling Stafford Monday of City Council meetings: partner with Willy 98.7 and Navasota Examiner to go over upcoming City Council Agenda. (also Facebook Live) 	Ongoing			
		1.1.2	Provide a clear sense of director to all boards	<ul style="list-style-type: none"> Organize a volunteer luncheon for Boards & Commissions volunteers 	X			
				<ul style="list-style-type: none"> Joint meeting with all boards/commissions for direction/legal training and Roberts rules. 	X			
				<ul style="list-style-type: none"> Bring strategic planning and comprehensive planning documents to NEDC for approval Recruit members who align with City Council Improve communication and strategic alignment between Council and all committees. Inform all communication & comp plan updates to all boards Staff to facilitate strategic plan for economic 	X			

Strategic Initiatives			Goals	Action Steps	FY22	FY23	FY24	Lead
				development corporation	X			
		1.1.3	Establish a volunteer appreciation program	<ul style="list-style-type: none">• Organize a short ceremony for volunteers around the city (ex: Blue Santa, Trash Off)•	X			Rayna
1.2	Explore opportunity for a full-time grant writer.	1.2.1	Continued professional development	<ul style="list-style-type: none">• Explore grant writing training opportunities• Continue partnership with BVCOG• Research other cities how grants are handled		X X X		Rayna Willenbrink

Vision Element # 2

Economic Development

Guiding Principle: *The City of Navasota will promote a strong and diverse economy that strengthens the local sales tax and property tax base while also contributing to a high quality of life.*

Strategic Initiatives			Goals	Action Steps	FY22	FY23	FY24	Lead
2.1	Establish a partnership with NISD, Blinn, TAMU and other institutions to enhance the economic development process.	2.1.1	Pursue grants from EDA.	<ul style="list-style-type: none"> Continue partnership with BVCOG for information on EDA grants Continue relationship with Grantworks Continue TEDC membership for resources on EDA grants Explore new partnerships 	Ongoing			Rayna
		2.1.2	Develop workforce programs	<ul style="list-style-type: none"> Explore partnerships with NISD Continue partnership Chamber & CETA Explore opportunities with the SBDC Continue partnership with Bush School/TAMU Reach out to BVCOG for funding opportunities Research Texas Workforce Commission opportunities 	Ongoing	X		
2.2	Enhance the marketing of Navasota.	2.2.1	Marketing to fulfill housing needs.	<ul style="list-style-type: none"> Show housing growth to demonstrate demand. Establish a permit/fee waiver program Utilize NEDC website to highlight utility costs and location Navasota Economic Development corporation Featured on the Navasota.gov home page 	Ongoing	X		Madison
		2.2.2	Marketing of lower utility costs compared to other areas.		Ongoing			
		2.2.3	Marketing location and proximity to major metro areas in the state.		Ongoing			
2.3	Seek partners to improve local health and social	2.3.1	Explore health authority with county.	<ul style="list-style-type: none"> Improve relationship with county and cities within the county Continue to meet with the county this past year about this partnership but their level of interest currently 	X		X	Rayna

Strategic Initiatives			Goals	Action Steps	FY22	FY23	FY24	Lead
	service providers.			not very high. <ul style="list-style-type: none"> Continue to explore other avenues to recruit and establish a local public health authority and possibly a health inspections office. Possible partnering with other cities in the county 	X			
		2.3.2	Establish Health Inspector	<ul style="list-style-type: none"> Establish Policy Appoint and train inspector 			X X	
		2.3.3	Explore partnership with St. Joseph's healthcare system.	<ul style="list-style-type: none"> Add health care recruitment to the regional (retail) recruitment project 			X	
		2.3.4	Recruit health provider specialists (optometrists and medical providers)					
2.4	Enhance strategic retail recruitment.	2.4.1	Continue to partner with Retail Coach.	<ul style="list-style-type: none"> Conduct community surveys to see what citizens wish lists are Regional retail recruitment project 	Ongoing	X		Rayna
		2.4.2	Attend recruitment conferences (industry, retail, restaurants, etc.)					
		2.4.3	Downtown Assessment	<ul style="list-style-type: none"> Reach out to Texas Downtown Association for a downtown assessment Explore marketing strategies Partnership with SBDC 	X X X			

Vision Element # 3

Image/Communication

Guiding Principle: *The City of Navasota will proactively work to provide accurate, timely communications to the citizens and improve the image of the community.*

Strategic Initiatives			Goals	Action Steps	FY22	FY23	FY24	Lead
3.1	Improve the perception and image of Navasota.	3.1.1	Establish a positive campaign to promote Navasota.	<ul style="list-style-type: none"> Prepare both an in-person and digital message. Positive short videos about ongoing projects Create a new branding campaign Expand partnership with NISD 		X X X X		Madison
		3.1.2	Identify target audiences to effectively recruit new citizens while improving community pride.	<ul style="list-style-type: none"> Attend realtor conferences to tell the Navasota story. Utilize citizens' academies (see Governance). Explore use of Town Hall meetings – in-person and virtual. Utilize all methods of communication with the public; i.e. Grilling Stafford, trails town hall meetings, agenda briefings with local media, Navigate Navasota app 	Ongoing	X X X		
3.2	Establish a program to educate ISD students about local government.	3.2.1	Re-establish an internship/sponsor a job shadowing program for students in the city.	<ul style="list-style-type: none"> Co-op student to assist with administrative services for all departments with 15-20 hours beginning with a minimum wage of \$7.25. Speak with the co-op class Both high school and college 		X X X		Peggy & Shawn
3.3	Improve communication in general with the public.	3.3.1	Be deliberate about creating buy-in from citizens.	<ul style="list-style-type: none"> Inform, educate and cast the vision. Advertise City Council meetings in the paper (\$1,872/year), on the radio, yard signs, banners 	X X			Madison
		3.3.2	Prepare and implement a communication protocol.	<ul style="list-style-type: none"> Explore new advertising techniques, i.e. Navigate Navasota app, CTY advertisement, Facebook events for all meetings Explore communication methods for Boards & Commissions, i.e. post all agendas on Facebook event 		X X		

Strategic Initiatives			Goals	Action Steps	FY22	FY23	FY24	Lead
				<ul style="list-style-type: none">All boards give regular updates at City Council meetings		X		

Vision Element # 4

Infrastructure

Guiding Principle: *The City of Navasota will provide excellent infrastructure and facilities that meets the needs of the citizens and businesses, and staff.*

Strategic Initiatives			Goals	Action Steps	FY22	FY23	FY24	Lead
4.1	Prepare a plan for construction of an elevated grade crossing over the railroad tracks.	4.1.1	Identify location and right of way needs for the crossing.	<ul style="list-style-type: none"> Thorough fare plan completion and implementation 		X		Jose & Lupe
		4.1.2	Establish costs to city to accommodate the crossing.	<ul style="list-style-type: none"> Compile land acquisition costs per thorough fare plan design Obtain estimate cost proposals for engineering and construction 			X X	
4.2	Prepare a capital improvements plan and program for needed city infrastructure.	4.2.1	Improve aging infrastructure. Phase one: FY22 Phase two: FY24	<ul style="list-style-type: none"> CIP Bring in a consultant to help formalize the plan <ul style="list-style-type: none"> Update water modeling Consultant to model Gas system and Wastewater system Present CIP to Finance Dept. to plan for funding options. Streets and Storm water evaluations and priorities Replace/repair gas regulator stations Complete phase 1 of CIP Begin phase 2 of CIP Fire hydrant repair/replacement 	X			Jeff & Jose
					X		X	
					X			
		4.2.2	Improve aging and inadequate facilities.	<ul style="list-style-type: none"> Create a facilities master plan <ul style="list-style-type: none"> Hire Consultant Replace or improve animal shelter and vehicle services Sell existing warehouse and build a new one Replace the current primary fire station and EOC at the South LaSalle location. Explore the possibility of a second fire station/public safety facility at Hwy 			X X X X X	

Strategic Initiatives			Goals	Action Steps	FY22	FY23	FY24	Lead
				105/Fairway Dr. because of the continued growth and expansion of the city and the delayed responses due to train traffic <ul style="list-style-type: none"> Valve and other mechanical equipment replacement at wastewater plant Look at alternative disinfectant treatment methods 			X X	
		4.2.4	Identify funding sources – bonds, grants, etc.	<ul style="list-style-type: none"> We currently are working with 2020 Capital Improvement Bond. We are working towards doing a bond every 2 years for CIP USDA loan Add gas capital improvement fee to monthly billing. Funding from American Rescue Plan 	X X X X			
4.3	Create additional opportunity for social and family amenities.	4.3.1	Create additional sports facilities.	<ul style="list-style-type: none"> Identify most desired facilities Identify possible locations Land acquisition Identify funding mechanism Design facilities Obtain bids/pricing on new facilities 	Ongoing		X X X X X	Colton
		4.3.3	Make park improvements – trails, bike paths, etc.	<ul style="list-style-type: none"> Adjust city ordinance on parkland dedication to allow developers to contribute directly to ongoing projects Develop community programs that improve parks Identify areas of greatest need Obtain bids/pricing on improvements 	Ongoing Ongoing Ongoing Ongoing Ongoing			

Strategic Initiatives			Goals	Action Steps	FY22	FY23	FY24	Lead
				<ul style="list-style-type: none">Navasota Sidewalk and Trails plan.				
4.4	Identify and plan for needed improvements to the community's internet system.	4.4.1	Identify and review the existing systems available and options to the City	<ul style="list-style-type: none">Facilitate BVCOG partnerships with local ISP suppliers to improve speeds in underserved areas.Encourage/ Incentivize Midsouth Synergy expansion into town via City ROW/EasementsResearch other ISP options available.			X X X	Lupe

Vision Element # 5

Organizational Excellence

Guiding Principle: **Ron will update*

			<ul style="list-style-type: none">• Continue to offer career advancement opportunity (invest in employee-greater future with City)• Pay for course for training (all departments)• College tuition reimbursement• Safety bonuses (no accidents, etc.) Safety pins (providing a day off), Bonus day- annually• Hazardous duty pays (ex: working big storms, etc.)• Team outings/lunches (Spring/Fall) and Christmas Party- employee does not have to organize or work the event• Monetary (bonuses and raises)• Continue to Recognize: years of service with Plaque and bag of goodies. At the end of the year employee shall receive gift card (money, dinner, coffee, spa) (5 year increments)• Hand written note (“thank you” “job well done”, etc.)• Brag board: located front lobby with employee picture and award (ex: Rookie of the year, Employee of the month, etc.)• Discount on rental facilities for city employees• City owned workout facility to promote health• Utility incentives to promote employees to live in Navasota• Reconsider 20-year retirement package/insurance to the age of social security• Evaluate additional employees to complete project assignments• Evaluate incentives for succession planning in career development	Ongoing			
				Ongoing			
					X		
				X			
				X			
				Ongoing	X		
				X			
				X			
					X		
					X		
						X	
							X
				X		X	

		5.1.2	Promote the community and organizational environment	<ul style="list-style-type: none">• Video montage of all city events and city participation of employees• Clear and transparent communication• Create Cultural Diversity Awareness by reaching out to different segments of the City• Career Fair days	Ongoing X X X			
		5.1.3	Explore housing incentives to live and work in Navasota and attract new employees.	<ul style="list-style-type: none">• Partner with local realtors or Chamber to put together informational housing options package• Pay a portion of moving expenses into Navasota within the city limits	X X			



REQUEST FOR CITY COUNCIL AGENDA ITEM #5

Agenda Date Requested: <u>January 23, 2023</u>	Appropriation
Requested By: <u>Lupe Diosdado, Director</u>	Source of Funds: <u>N/A</u>
Department: <u>Development Services</u>	Account Number: <u>N/A</u>
<input checked="" type="radio"/> Report <input type="radio"/> Resolution <input type="radio"/> Ordinance	Amount Budgeted: <u>N/A</u>
	Amount Requested: <u>N/A</u>
	Budgeted Item: <input type="radio"/> Yes <input checked="" type="radio"/> No

Exhibits: Aerial Map

AGENDA ITEM #5

Conduct a public hearing for the purpose of receiving public comment and testimony regarding a zoning change application submitted by Crosstrails Development, LLC for the property located in the A0055-0 D Tyler Abstract adjacent to Pecan Lakes Estates Phase 2. The zoning change application requests to change the zoning from A/O: Agriculture/Open Space District to Pecan Grove Estates PUD, a planned unit development, for the development of a 35.13-acre single dwelling unit subdivision. The property affected is legally described as A0055-0 D Tyler, Tract 4, Acres 35.13, located in Navasota, Grimes County, Texas 77868.

SUMMARY & RECOMMENDATION

On December 15, 2022, property owner Crosstrails Development, LLC, filed a petition with the City of Navasota requesting the rezoning of 35.13 acres from A/O: Agriculture/Open Space District to Pecan Grove Estates PUD, a planned unit development. The developer intends to develop approximately 130+ lots adjacent to the existing Pecan Lakes Estates subdivision.

* The Planned Unit Development Standards for Pecan Grove Estates are incorporated within the ordinance for your consideration.

On January 12, 2023, the Planning & Zoning Commission held a public hearing on the rezoning request and voted unanimously to recommend approval of the Pecan Grove Estates PUD to City Council. The proposed development will include homes from the mid 200K's to the low to mid 300K's and the builders for the project are StyleCraft and Ranger Homes.

ACTION REQUIRED BY CITY COUNCIL

Conduct a Public Hearing

Public hearing opened _____ p.m.

Public hearing closed _____ p.m.

Approved for the City Council meeting agenda



Jason B. Weeks, City Manager

1/17/23

Date

Exhibit "B"

Pecan Grove Estates





REQUEST FOR CITY COUNCIL AGENDA ITEM #6

Agenda Date Requested: <u>January 23, 2023</u>	Appropriation
Requested By: <u>Lupe Diosdado, Director</u>	Source of Funds: <u>N/A</u>
Department: <u>Development Services</u>	Account Number: <u>N/A</u>
<input type="radio"/> Report <input type="radio"/> Resolution <input checked="" type="radio"/> Ordinance	Amount Budgeted: <u>N/A</u>
	Amount Requested: <u>N/A</u>
	Budgeted Item: <input type="radio"/> Yes <input checked="" type="radio"/> No

Exhibits: Ordinance No. 1014-23

AGENDA ITEM #6

Consideration and possible action on the first reading of Ordinance No. 1014-23, approving a zoning change application submitted by Crosstrails Development, LLC for the property located in the A0055-0 D Tyler Abstract adjacent to Pecan Lakes Estates Phase 2. The zoning change application requests to change the zoning from A/O: Agriculture/Open Space District to Pecan Grove Estates PUD, a planned unit development, for the development of a 35.13-acre single dwelling unit subdivision. The property affected is legally described as A0055-0 D Tyler, Tract 4, Acres 35.13, located in Navasota, Grimes County, Texas 77868.

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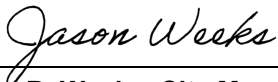
On January 12, 2023, the Planning & Zoning Commission held a public hearing on the rezoning request and voted unanimously to recommend approval of the Pecan Grove Estates PUD to City Council. The proposed development will include homes from the mid 200K's to the low to mid 300K's, and the builders for the project are StyleCraft and Ranger Homes.

Based on feedback received from the P&Z Commission and those that attended that meeting, staff is recommending City Council uphold P&Z Commission's recommendation.

ACTION REQUIRED BY CITY COUNCIL

Approve or deny the first reading of Ordinance No. 1014-23, approving a zoning change application submitted by Crosstrails Development, LLC for the property located in the A0055-0 D Tyler Abstract adjacent to Pecan Lakes Estates Phase 2. The zoning change application requests to change the zoning from A/O: Agriculture/Open Space District to Pecan Grove Estates PUD, a planned unit development, for the development of a 35.13-acre single dwelling unit subdivision. The property affected is legally described as A0055-0 D Tyler, Tract 4, Acres 35.13, located in Navasota, Grimes County, Texas 77868.

Approved for the City Council meeting agenda



Jason B. Weeks, City Manager

1/17/23

Date

ORDINANCE NO. 1014-23

AN ORDINANCE AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF NAVASOTA, TEXAS TO REZONE 35.13 ACRES, MORE PARTICULARLY DESCRIBED AS A0055-0 D TYLER, TRACT 4, FROM A/O: AGRICULTURE/OPEN SPACE DISTRICT TO "PECAN GROVE ESTATES PUD" A PLANNED UNIT DEVELOPMENT; PROVIDING FOR A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on the 15th of December 2023, property owner Crosstrails Development, LLC, filed a petition requesting the rezoning of 35.13 acres more particularly described as A0055-0 D TYLER, TRACT 4, ACRES 35.13, and legally described by metes and bounds on Exhibit "A" which is attached hereto and incorporated herein for all purposes pertinent, from A/O: Agriculture/Open Space District to "Pecan Grove Estates PUD" a planned unit development; and

WHEREAS, the rezoning request is in harmony with the Comprehensive Plan of the City of Navasota; and

WHEREAS, on the 12th day of January 2023, a public hearing was held before the Planning and Zoning Commission of the City of Navasota, a quorum being present on the occasion and said matter of rezoning being part of the agenda for said Commission meeting, an opportunity to present arguments for and against the proposed rezoning was held; and

WHEREAS, the property is shown on Exhibit "B" attached hereto and incorporated herein for all purposes pertinent; and

WHEREAS, the "Pecan Grove Estates PUD: Concept Plan" is also attached hereto as Exhibit "C" and incorporated herein for all purposes pertinent, outlining the requirements and standards of the "Pecan Grove Estates PUD" a Planned Unit Development; and

WHEREAS, the Planning and Zoning Commission recommends to the City Council of the City of Navasota that it is in the best interest and to the benefit of the residents of the City of Navasota, that the said property be rezoned from A/O Agriculture Open Space District to Pecan Grove Estates PUD a Planned Unit Development; and

WHEREAS, on the 23rd day of January 2023, after notice as required by law, a public hearing was held before the Navasota City Council, a quorum being present on the occasion and said matter of rezoning being part of the agenda, an opportunity to present arguments for and against the proposed rezoning was held;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF NAVASOTA, TEXAS THAT:

SECTION 1. The Official Zoning Map of the City of Navasota is hereby amended to change the property legally described on Exhibit "A" and shown on Exhibit "B" from A/O Agriculture Open Space District to "Pecan Grove Estates PUD" a Planned Unit Development. Unless otherwise provided for or modified by Exhibit "C", the property located within the Pecan Grove Estates PUD area shall conform to the provisions of the City's Zoning Ordinance, Subdivision Ordinance and all other applicable ordinances.

SECTION 2. If any section, subsection, word, sentence or phrase of this Ordinance is held invalid, it shall not affect the remaining parts of this Ordinance.

SECTION 3. This Ordinance shall become effective from and after its passage, approval, and adoption on second reading.

PASSED AND ADOPTED ON FIRST READING THIS THE 23RD DAY OF JANUARY 2023.

BERT MILLER, MAYOR

ATTEST:

SUSIE M. HOMEYER, CITY SECRETARY

PASSED AND ADOPTED ON SECOND READING THIS 13th DAY OF FEBRUARY 2023.

BERT MILLER, MAYOR

ATTEST:

SUSIE M. HOMEYER, CITY SECRETARY

METES AND BOUNDS DESCRIPTION
of a
35.130 Acre Tract
Daniel Tyler Survey, A-55, Grimes County, Texas
April 26, 2022

All that certain tract or parcel of land lying and being situated in Grimes County, Texas, out of the Daniel Tyler Survey, Abstract No. 55, being a part of a called 42.381 acre tract as described in a General Warranty Deed from J & H Navasota Development, LLC to PWP Land Co., LLC, dated March 29, 2021, of record in Document No. 2021-315007 of the Real Property Records of Grimes County, Texas and more fully described by metes and bounds as follows:

COMMENCING at a Point for the Northeast corner of the called 42.381 acre tract mentioned above, the Northwest corner of a called 2.01 acre tract as described in a Deed to Ralph Torres, Jr. (1327/814) and same being in the Southeast ROW of State Highway 105 (120 ft. ROW) from which a found 3/8 inch iron rod, at the Northerly base of a 10 inch treated fence corner post, brs. S 02°52'43" E, 0.14 ft. and a found broken concrete ROW monument brs. N 66°07'26" E, 689.24 ft.;

THENCE S 02°52'43" E, 267.78 ft., along a portion of the generally fenced and West line of said 2.01 acre Torres tract (1327/814) and a portion of an East line of the called 42.381 acre tract mentioned above to a 5/8 inch iron rod set for the Northerly Northeast corner and **TRUE PLACE OF BEGINNING** of the tract of land herein described;

THENCE S 02°52'43" E, 737.11 ft., along a portion of the generally fenced and West line of said 2.01 acre Torres tract (1327/814), the West line of a called 0.60 acre tract as described in a Deed to Ralph Torres, Jr. (1363/535), the West line of a called 2.87 acre tract as described in a Deed to Anthony J. Cunneen, et ux (Doc #: 2022-322382) and a portion of an East line of the called 42.381 acre tract mentioned above to a found 3/8 inch iron rod, at the Northwest base of an 8 inch treated fence corner post, for an interior corner thereof and the Southwest corner of said 2.87 acre Cunneen tract;

THENCE N 86°57'58" E, 208.56 ft., along the generally fenced and South line of said 2.87 acre Cunneen tract (Doc #: 2022-322382) and a North line of the called 42.381 acre tract mentioned above to a Point for a Northeast corner thereof, the Southeast corner of said 2.87 acre tract and same being in the West line of Lot 2, Block 1, Fly Away Field (Plat – 2020-308796), from which a found disturbed 3/8 inch iron rod, in concrete at the Easterly base of an 8 inch treated fence corner post, brs. S 67°22'21" E, 0.23 ft.;

THENCE S 02°50'55" E, 217.35 ft., along a portion of the generally fenced and West line of Lot 2, Block 1, Fly Away Field, the generally fenced and West line of Lot 3 as described in a Deed to Leonard Firth, et al (2020-309530) and an East line of the called 42.381 acre tract mentioned above to a Point for a Southeast corner thereof, the Southwest corner of Lot 3 and same being in the North line of a called 8.00 acre tract as described in a Deed to Christy Curry Garcia (1230/160), from which a found disturbed 3/8 inch iron rod, in concrete and at the Westerly base of an 8 inch treated fence corner post, brs. N 55°00'32" E, 1.32 ft.;

THENCE S 86°59'53" W, 309.23 ft., along a portion of the generally fenced and North line of said 8.00 acre Garcia tract (1230/160) and a South line of the called 42.381 acre tract mentioned above to a found ½ inch iron rod, in concrete and at the Northwest base of an 8 inch treated fence corner post, for an interior corner thereof and the Northwest corner of said 8.00 acre Garcia tract;

THENCE S 03°03'00" E, 406.48 ft., along a portion of the generally fenced and West line of said 8.00 acre Garcia tract (1230/160) and an East line of the called 42.381 acre tract mentioned above to a found ½ inch iron rod, at the Northeast base of a 10 inch treated fence corner post, for the Southerly Southeast corner thereof and a Northeast corner of Pecan Lake Estates, Phase 2 (Plat – 295779);

THENCE S 87°14'15" W, along a generally fenced and South line of the called 42.381 acre tract mentioned above, a North line of Pecan Lakes Estates, Phase 2 and **PASSING** at 1,060.67 ft. a found 5/8 inch iron rod in concrete and projecting 6 inch, for the Northwest corner thereof, the Northerly Northeast corner of Pecan Lakes Estates, Phase 3, Section 1 (Plat – 309888) and continuing along a generally fenced and North line thereof for a **TOTAL DISTANCE** of 1,352.58 ft. to a set 5/8 inch iron rod for the Southwest corner of the tract of land herein described, the Southeast corner of a called 1.567 acre tract as described in a Deed to J & H Development, LLC (Doc #: 2020-305736) and same being a Northeast corner of Pecan Lakes Drive;

THENCE N 04°14'38" W, 664.40 ft., along a portion of the East line of said 1.567 acre J & H Navasota Development tract (Doc #: 2020-305736) and a West line of the called 42.381 acre tract mentioned above to a found 5/8 inch iron rod for the Westerly Northwest corner thereof and the Southwest corner of a called 3.000 acre tract as described in a Deed to K2C Investments, LLC (Doc #: 2021-315090);

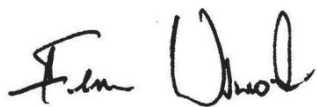
THENCE N 85°45'22" E, 292.17 ft., along the South line of said 3.000 acre K2C Investments, LLC tract (Doc #: 2021-315090) and a North line of the called 42.381 acre tract mentioned above to a found 5/8 inch iron rod for an interior corner thereof and the Southeast corner of said 3.000 acre tract;

THENCE N 04°12'47" W, 249.10 ft., along a partly fenced and East line of said 3.000 acre K2C Investments, LLC tract Doc #: 2021-315090) and a portion of a West line of the called 42.381 acre tract mentioned above to a set 5/8 inch iron rod for the Northerly Northwest corner of the tract of land herein described;

THENCE crossing over a portion of the called 42.381 acre tract mentioned above and along the Northerly lines of the tract of land herein described as follows:

- 1) N 70°43'41" E, 179.96 ft., to a set 5/8 inch iron rod and
- 2) N 66°07'26" E, 1,080.81 ft., to the **TRUE PLACE OF BEGINNING** and containing 35.130 acres of land.

BASIS OF BEARINGS & DISTANCES: Grid North, State Plane Coordinate System of 1983, Central Zone, Leica RTK Network. All distances and areas are grid and can be converted to surface by dividing by a combined scale factor of 0.0.999 936 954 38.



Steven M. Wisnoski April 26, 2022
Registered Professional Land Surveyor
State of Texas No. 6006
Job #: 2021-03-17-04



Exhibit "B"

Pecan Grove Estates



Exhibit "C"

Pecan Grove Estates PUD: Development Standards

A. Standards for Residential lots:

Subdivision Homeowner's Association

Pecan Grove will have an HOA which will be responsible for common areas of the subdivision, regulate parking off the street, provide for design covenant review/construction finishes.

Permitted Uses

- A. Single dwelling units
- B. Temporary construction buildings for use incidental to permitted construction work on the premises. Such buildings must be removed upon completion or abandonment of construction.
- C. Real Estate sales offices during the development and sales period for subdivision is permitted, but not to exceed two (2) years after completion of subdivision.
- D. Accessory units, customarily incidental to the above uses, and located on the same lot not involving the conduct of retail business except as allowed by the Zoning Ordinance, and provided that any accessory structure shall be located not less than five (5) feet from any side or rear lot line.
- E. Parkland and open space
- F. Water supply, sanitary sewer, storm sewer and similar utility facilities

Additional Design Guidelines

- A. 4' Sidewalks shall be included within the dedicated non-pavement right-of-way on both sides of all streets and on one side in cul-de-sacs.
- B. Street cross sections 2.52% instead of the standard 3%.
- C. Residential streets will serve more than 24 dwelling units.
- D. Cul-de-sac's will be longer than 400-feet in length and will have 50-foot radius right of way and a 40-foot radius pavement.
- E. Looped residential streets will not terminate in residential collectors, will also serve more than 24 dwelling units.
- F. Block lengths will be greater than 1,200 linear feet.

Development Standards

- A. Height Restrictions
 - i. Thirty-five (35) feet high is the maximum height including roof gables, chimneys, vent stacks, or other mechanical equipment
- B. Building Setbacks
 - i. Front setback: There shall be a front setback having a depth of not less than twenty (20) feet.
 - ii. Rear setback: There shall be a rear setback having a depth of not less than ten (10) feet.
 - iii. Side Setback: There shall be side setbacks, on each side, having a width of no less than five (5) feet. When abutting a street, the minimum side setback shall be at least sixteen (16) feet (Street Side Setback).
 - iv. Cul-de-sac and knuckles shall have a minimum front setback of twenty (20) feet.
- C. Lot Dimensions
 - i. Lot Area for Single Dwelling Unit minimum shall be 6,000 square feet
 - ii. Lot Width for Single Dwelling Unit shall be a minimum of fifty (50) feet wide
 - iii. Lot Depth shall average a minimum of one hundred (100) feet in depth between the side lot lines
- D. Density
 - i. The maximum number of single dwelling units (DUs), shall not exceed 6 units per acre
- E. Parking
 - i. Two on-site parking spaces per single dwelling shall be required
- F. Exterior Lighting
 - i. All Street Lighting and Exterior Lighting of the dwellings shall be designed to direct light down onto the site and away from neighboring property. Lighting shall be designed to include cut-off shielding to minimize light pollution.
- G. Landscape Standards
 - i. Landscape designs shall be prepared to enhance the visual appeal of the built environment, screen undesirable views, strengthen the pedestrian scale, provide a buffer between auto and pedestrian environments, help define the site, provide congruency with the existing neighborhood, and break up large areas of hard surface.

- ii. Re-naturalization of all areas disturbed by the construction of the site and buildings is required. Re-naturalizing may include the following native plant materials: trees, shrubs, grasses, forbs.
- iii. Development shall minimize potable water consumption for irrigation.

Reductions can be attributed to any combination of the following items:

- 1. Predominate use (greater than fifty (50) percent) native plant species.
- 2. Efficient irrigation systems (Water Sense labeled irrigation controllers, rain guards, check valves, drip irrigation, etc.).
- 3. Use of captured rainwater for irrigation.
- iv. Where landscaping is intended to provide a visual screen, the species, quantity, maturity (size), and spacing of the initial plantings shall be sufficient to provide a functional screen within a single growing season.
- v. Landscaping shall be completed within three months of completion of home construction. Exceptions for weather delays to landscape completion may be considered.
- vi. No evergreen tree with a mature width greater than twenty (20) feet shall be planted within fifteen (15) feet of a hardscaped area.

H. Mobile homes and manufactured homes are not permitted in this District.



REQUEST FOR CITY COUNCIL AGENDA ITEM #7

Agenda Date Requested: <u>January 23, 2023</u>	Appropriation
Requested By: <u>Lupe Diosdado, Director</u>	Source of Funds: <u>N/A</u>
Department: <u>Development Services</u>	Account Number: <u>N/A</u>
<input type="radio"/> Report <input type="radio"/> Resolution <input checked="" type="radio"/> Ordinance	Amount Budgeted: <u>N/A</u>
	Amount Requested: <u>N/A</u>
	Budgeted Item: <input type="radio"/> Yes <input checked="" type="radio"/> No

Exhibits: Ordinance No.1015-23, amending freeway & freestanding sign regulations

AGENDA ITEM #7

Consideration and possible action on the first reading of Ordinance No. 1015-23, amending Chapter 3 Building Regulations, Article 3.06 Signs related to Freeway and Freestanding Signs.

SUMMARY & RECOMMENDATION

Freeway Signs:

City staff has received two sign variance inquires related to freeway sign permits along State Highway 105 East. The ongoing Jack in the Box restaurant as well as the developer of the vacant pad site between Jack in the Box and Chicken Express. Both sites are beyond the allowable 400 feet per the current freeway sign regulations.

As growth is evitable, State Highway 105 East/249 will continue to develop and attract national retailers that will expect freeway signs as a part of their development plans. By amending the sign regulations to include this portion of roadway will avoid multiple variances and streamline the development processes.

Freestanding Signs:

City staff received two variance inquires for a freestanding sign from Joe's Italian Grill and Navasota Welding Supply. The proposed signs did not meet the criteria for any permissible sign categories in the current ordinance. After reviewing the request as well as the existing signs along LaSalle and other major corridors excluding the downtown and overlay district, most if not all the signs would be prohibited if they were required to be rebuilt.

The current sign regulations inadvertently excluded signs between 10 feet and 45 feet in height. Below are a few examples of signs that would be prohibited if built new:



The proposed amendments would allow for signs up to 25 feet in height outside of the downtown and overlay district.

City staff recommends City Council approving the first reading of Ordinance No., amending the Freeway and Freestanding sign regulations.

ACTION REQUIRED BY CITY COUNCIL

Approve or deny the first reading of Ordinance No. 1015-23, amending Chapter 3 Building Regulations, Article 3.06 Signs related to Freeway and Freestanding Signs.

Approved for the City Council meeting agenda

Jason Weeks

Jason B. Weeks, City Manager

1/17/23

Date

ORDINANCE NO. 1015-23

AN ORDINANCE OF THE CITY OF NAVASOTA, TEXAS AMENDING CHAPTER 3, ARTICLE 3.06 SIGNS, SECTION 3.06.010 PERMISSIBLE SIGNS AND REQUIREMENTS, OF THE CODE OF ORDINANCES OF THE CITY OF NAVASOTA, TEXAS REGARDING FREEWAY AND FREESTANDING SIGNS; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR A REPEALER CLAUSE; PROVIDING FOR AN EFFECTIVE DATE; FINDING PROPER NOTICE OF MEETING; AND PROVIDING FOR CERTIFICATION OF ADOPTION.

WHEREAS, the City of Navasota ("City") is a Texas home-rule municipality; and

WHEREAS, pursuant to Texas Local Government Code, Section 51.001, the City has the authority to adopt ordinances and regulations for the good government, peace and order of the City; and

WHEREAS, as a home-rule municipality, Texas Local Government Code, Section 51.072 confirms that the City has the full power of local self-government; and

WHEREAS, the City Council of the City of Navasota previously adopted certain regulations relating to signs; and

WHEREAS, the City Council desires to amend certain regulations applicable to signs; and

WHEREAS, the City Council finds and determines that it is in the best interest of the City to adopt the regulations as set forth herein below;

NOW THEREFORE, BE IT ORDAINED by the City Council of the City of Navasota, Texas that:

SECTION 1. FINDINGS INCORPORATED

The findings set forth above are incorporated into the body of this ordinance as if fully set forth herein.

SECTION 2. AMENDMENTS

Chapter 3 Building Regulations, Article 3.06 Signs, Section 3.06.010 Permissible signs and requirements, (5) Freeway sign, (B) Required condition, (ii) of the Code of Ordinances of the City of Navasota is hereby amended to read as follows:

(ii) Allowed within 400 feet of State Highway 6 and State Highway 105 E/249.

Chapter 3 Building Regulations, Article 3.06 Signs, Section 3.06.010 Permissible signs and requirements, (6) Freestanding sign, (B) Required conditions, of the Code of Ordinances of the City of Navasota is hereby amended to read as follows:

(B) Required conditions.

- (i) Zoning overlay district and Central Business District: Sign area 32 sq. ft. - maximum height 4 ft.
- (ii) Zoning overlay district: Less than 12" clearance between sign and ground
- (iii) Within 400 feet of State Highway 6 & State Highway 105 E/249: Sign area 64 sq. ft. – maximum height 25 ft.
- (iv) Along Business 6/LaSalle: Sign area 48 sq. ft. – maximum height 25 ft.
- (v) All other areas: Sign area - 32 sq. ft. - maximum height 25 ft.
- (vi) Only 1 sign per business location.

SECTION 3. CUMULATIVE EFFECT

This Ordinance shall be cumulative of all laws of the State of Texas and the United States governing the subject matter of this Ordinance, now existing or as hereafter amended.

SECTION 4. SEVERABILITY CLAUSE

It is hereby declared to be the intention of the City Council that the phrases, clauses, sentences, paragraphs and sections of this Ordinance are severable, and if any phrase, clause, sentence, paragraph or section of this Ordinance shall be declared unconstitutional or invalid by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality or invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Ordinance, since the same would have been enacted by the City Council without the incorporation of this Ordinance of any such unconstitutional or invalid phrase, clause, sentence, paragraph or section.

SECTION 5. REPEALER CLAUSE

Any provision of any prior ordinance of the City whether codified or uncoded, which are in conflict with any provision of this Ordinance, are hereby repealed to the extent of the conflict, but all other provisions of the ordinances of the City whether codified or uncoded, which are not in conflict with the provisions of this Ordinance, shall remain in full force and effect.

SECTION 6. EFFECTIVE DATE

This Ordinance shall become effective from and after its passage, approval and adoption on second reading, and its publication as may be required by law.

SECTION 7. NOTICE OF MEETING

Notice of the time and place, where and when said Ordinance would be considered by the City Council at a public meeting was given in accordance with applicable law, prior to the time designated for meeting.

PASSED ON FIRST READING THIS THE 23RD DAY OF JANUARY, 2023.

BERT MILLER, MAYOR

ATTEST:

SUSIE M. HOMEYER, CITY SECRETARY

PASSED ON SECOND READING THIS THE 13TH DAY OF FEBRUARY, 2023.

BERT MILLER, MAYOR

ATTEST:

SUSIE M. HOMEYER, CITY SECRETARY



REQUEST FOR CITY COUNCIL AGENDA ITEM #8

Agenda Date Requested: January 23, 2023

Requested By: Lupe Diosdado, Director

Department: Development Services

☐ Report ☒ Resolution ☐ Ordinance

Exhibits: Resolution No. 728-23 Annexation
Pecan Lakes Estates 3B, & Approved
Annexation Service Plan

Appropriation

Source of Funds: N/A

Account Number: N/A

Amount Budgeted: N/A

Amount Requested: N/A

Budgeted Item: ☐ Yes ☒ No

AGENDA ITEM #8

Consideration and possible action on Resolution No. 728-23, regarding the requested annexation submitted by James C Hassell for a 1.310-acre tract of land in the James Whitesides Survey, A-62, Navasota, Grimes County, Texas, setting a date, time, and place for a public hearing on a proposed annexation of said property by the City of Navasota.

SUMMARY & RECOMMENDATION

The City of Navasota received a voluntary petition for annexation by property owner James C. Hassell for a 1.310-acre located out of the James Whitesides Survey, Abstract No. 62. The area proposed for annexation is located at the end of Putter Place Court in Pecan Lakes Estates Phase 3 and is contiguous with the Western City Limits.

The attached Resolution sets the date and time for public hearings and approves the annexation service plan that outlines the current and proposed city services provided to the affected area.

City staff recommends approving Resolution No. 728-23, outlining the voluntary annexation process for a 1.310-acre tract of land.

ACTION REQUIRED BY CITY COUNCIL

Approve or deny Resolution No. 728-23, regarding the requested annexation submitted by James C Hassell for a 1.310-acre tract of land in the James Whitesides Survey, A-62, Navasota, Grimes County, Texas, setting a date, time and place for a public hearing on a proposed annexation of said property by the City of Navasota.

Approved for the City Council meeting agenda

Jason Weeks

Jason B. Weeks, City Manager

1/17/23

Date

RESOLUTION NO. 728-23

A RESOLUTION REGARDING THE REQUESTED ANNEXATION OF CERTAIN PROPERTY; SETTING A DATE, TIME AND PLACE FOR A PUBLIC HEARING ON A PROPOSED ANNEXATION OF CERTAIN PROPERTY BY THE CITY OF NAVASOTA, TEXAS AT THE REQUEST OF THE OWNER OF THE PROPERTY; AUTHORIZING THE CITY SECRETARY TO NOTIFY THE PUBLIC OF SAID PUBLIC HEARING AND TO TAKE ADDITIONAL ACTIONS IN FURTHERANCE OF THE ANNEXATION; ACCEPTING SERVICE PLAN AGREEMENT NEGOTIATED WITH PROPERTY OWNER; AND AUTHORIZING THE MAYOR TO MAKE ANY NECESSARY OR APPROPRIATE CHANGES AND EXECUTE ANY NECESSARY DOCUMENTATION.

WHEREAS, Chapter 43 of the Texas Local Government Code, V.T.C.A., and the City Charter of the City of Navasota, Texas ("City") authorizes the City to annex territory in accordance with the procedures provided for therein; and

WHEREAS, the City received a written request of the property owner requesting the annexation of the area described in Exhibit "A" attached hereto and incorporated herein for all purposes; and

WHEREAS, the City desires to annex the area described in Exhibit "A";
Now Therefore,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF NAVASOTA, TEXAS,

Section 1. That on the 13th day of February 2023, at 6:00 o'clock p.m. in the City Council Chambers, City Hall, 200 E. McAlpine, Navasota, Texas, the City Council will hold a public hearing giving all interested persons the right to appear

and be heard on the proposed annexation by the City of Navasota, Texas of the property described in Exhibit "A", which is attached and incorporated herein for all purposes.

Section 2. The City Secretary of the City of Navasota is hereby authorized and directed to cause notice of said hearing to be published once in a newspaper having general circulation in the City and in the above-described territory not more than twenty (20) days nor less than ten (10) days prior to the date of said public hearing, in accordance with Chapter 43 of the Texas Local Government Code. The City Secretary of the City of Navasota is hereby further authorized and directed to cause notice of said hearing to be posted on the City of Navasota's Internet website on or after the 20th day but before the 10th day before the date of the hearing and must remain posted until the date of the hearing, in accordance with Chapter 43 of the Texas Local Government Code. The City Secretary, or other appropriate staff, of the City of Navasota is hereby further authorized and directed to take any and all actions and to cause any additional notices as may be required by state law or the City Charter in furtherance of the annexation of the property described herein.

Section 3. The City Council accepts the service plan agreement negotiated with the property owner, which is attached as Exhibit "B" and incorporated herein for all purposes, and authorizes the Mayor to execute said agreement.

Section 4. In the event it is necessary or appropriate to revise any hearing date or hearing notices provided for herein, the Mayor is hereby authorized to make said changes and execute any necessary documentation regarding same.

PASSED AND APPROVED THIS THE 23RD DAY OF JANUARY, 2023.

BERT MILLER, MAYOR

ATTEST:

SUSIE M. HOMEYER, CITY SECRETARY

METES AND BOUNDS DESCRIPTION
of a
1.310 Acre Tract
James Whitesides Survey, A-62, Grimes County, Texas
December 7, 2020

All certain tract or parcel of land lying and being situated in Grimes County, Texas, out of the James Whitesides Survey, Abstract No. 62, being a part of Tract Two, called 27.49 acres, as described in a Warranty Deed with Vendor' Lien from Torres Salvage, Inc. to James C. Hassell, et ux, dated March 16th, 2018, of record in Volume 1684, Page 451 of the Real Property Records of Grimes County, Texas, being a part of a called 1.2275 acre tract as described in a General Warranty Deed from Robert L. Waltrip to Meaux Hassell LLC, dated January 25, 2018, of record in Volume 1676, Page 324 of the Real Property Records of Grimes County, Texas and more fully described as follows:

COMMENCING at a found 5/8 inch iron rod, in fence line, for a Northwest corner of Pecan Lakes Estates, Phase 3, Section 1, (Plat - Doc. No. 309888), the Northwest corner of Sand Trap Lane (60 ft. ROW), the Northeast corner of a 0.607 acre tract surveyed this date to be conveyed to Grimes County, in the generally fenced and North line of the called 1.2275 acre tract mentioned above and same being in the South line of a called 9.9 acre tract as described in a Deed to Charles Greenwood, Jr. (1061/421), from which a found 1/2 inch iron rod, at the base of a t-post, for the Northwest corner of said 1.2275 acre tract and the Northerly Northeast corner of the called 27.49 acre tract mentioned above brs. S 87°19'06" W, 105.47 ft.;

THENCE S 02°44'20" E, 60.00 ft., along a portion of the West line of Pecan Lakes Estates, Phase 3, Section 1 and Sand Trap Lane to a found 5/8 inch iron rod for the Southwest corner thereof, the Southeast corner of said 0.607 acre tract surveyed this date, the Northeast corner and **TRUE PLACE OF BEGINNING** of the tract of land herein described;

THENCE S 02°44'20" E, 352.39 ft., along a portion of the West line of Pecan Lakes Estates, Phase 3, Section 1 to a found 1/2 inch iron rod, at t-post, for the Southeast corner of the called 1.2275 acre tract mentioned above, a Northeast corner of the called 27.49 acre tract mentioned above and same being the Southeast corner of the tract of land herein described;

THENCE S 87°15'07" W, along the South line of the called 1.2275 acre tract mentioned above, a North line of the called 27.49 acre tract mentioned above and **PASSING** at 15.00 ft. a set 5/8 inch iron rod for the Easterly Northeast of a 10.00 acre tract surveyed this date, in the West line of a called 15 ft. drainage easement ("to be dedicated in the future") per the Final Plat of Pecan Lakes Estates, Phase 3, Section 1, continuing along said lines and **PASSING** at 105.62 ft. a found 1/2 inch iron rod, at t-post, for the Southwest corner of said 1.2275 acre tract and an interior corner of said 27.49 acre tract and continuing for a **TOTAL DISTANCE** of 162.09 ft. to a set 5/8 inch iron rod for the Southwest corner of the tract of land herein described and same being an interior corner of said 10.00 acre tract surveyed this date;

THENCE N 02°43'02" W, 351.60 ft., along an East line of said 10.00 acre tract surveyed this date to a set 5/8 inch iron rod for the Northerly Northeast corner thereof, the Northwest corner of the tract of land herein described and same being in a South line of said 0.607 acre tract surveyed this date;

THENCE N 86°19'55" E, 56.96 ft., along a South line of said 0.607 acre tract surveyed this date to a set 5/8 inch iron rod for a common angle point in line for corner;

"EXHIBIT B"

CITY OF NAVASOTA, TEXAS

ANNEXATION SERVICE PLAN AGREEMENT

Introduction:

Pursuant to the Local Government Code, Chapter 43, Section 43.0672, the City of Navasota has prepared this service plan agreement for the delivery of municipal services to the territory being proposed for annexation to the City. The area proposed for annexation consists of one tract of land containing a total of 1.310 acres. The area proposed for annexation is located along the western city limits line adjacent to Pecan Lakes Estates Phase 3 Section 1. The annexation of this property is requested by James C. Hassell, by a petition dated January 4, 2023. The property boundaries are contiguous with the existing city limits and are entirely within the City's extraterritorial jurisdiction (ETJ). There are no industrial businesses in this area. The land is Agricultural Open Space in all areas and is adjacent to the Pecan Lakes Estates Subdivision.

FOR SERVICES ON THE EFFECTIVE DATE OF ANNEXATION:

1. POLICE PROTECTION

The City of Navasota, Texas, and its Police Department will provide police protection to the newly annexed area at the same or similar level of service now being provided to other areas of the City of Navasota, Texas, with similar topography, land use and population density within the newly annexed area.

2. FIRE PROTECTION AND EMERGENCY MEDICAL SERVICES

The City of Navasota, Texas, is presently serviced by the Navasota Fire Department, which will provide fire protection and emergency medical services to the newly annexed tract at the same or similar level of service now being provided to other areas of the City of Navasota, Texas, with similar topography, land use and population density within the City.

3. SOLID WASTE COLLECTION

At the present time the City of Navasota, Texas, is using a franchised contractor for collection of solid waste and refuse within the city limits of the City of Navasota, Texas. Upon payment of any required deposits and the agreement to pay lawful service fees and charges, solid waste collection will be provided to citizens in the newly annexed area to the extent that the City's contractor has access to the area to be serviced.

4. MAINTENANCE OF WATER AND WASTE WATER FACILITIES

Any and all water and wastewater facilities owned or maintained by the City of Navasota, Texas, and situated in the area at the time of the proposed annexation shall continue to be maintained by the City of Navasota, Texas. Any and all water facilities which may be

acquired subsequent to the annexation of the proposed area shall be maintained by the City of Navasota, Texas, to the extent of its ownership. The now existing water and wastewater mains at their existing locations shall be available for point of use extension based upon the current City's standard water and wastewater extension policies now existing or as may be amended.

5. MAINTENANCE OF ROADS AND STREETS

The City Council of the City of Navasota, Texas, is not aware of the existence of any roads or streets now located in the area proposed for annexation. In the event any such roads or streets do exist and are public facilities owned by or dedicated to the City of Navasota, Texas, the City will maintain such areas to the same extent and degree that it maintains roads and streets and other similar facilities of the City of Navasota, Texas. Any and all roads or streets which have been dedicated to and accepted by the City of Navasota, Texas, or which are owned by the City of Navasota, Texas, shall be maintained to the same degree and extent that other roads and streets are maintained in areas with similar topography, land use and population density. Any and all lighting of road and streets which may be positioned in a right-of-way, roadway or utility company easement shall be maintained by the applicable utility company servicing the City of Navasota, Texas, pursuant to the rules, regulations and fees of such utility.

6. MAINTENANCE OF PARKS, PLAYGROUNDS AND SWIMMING POOLS

The City Council of the City of Navasota, Texas, is not aware of the existence of any parks, playgrounds or public swimming pools now located in the area proposed for annexation. In the event any such parks, playgrounds or swimming pools do exist and are public facilities, the City of Navasota, Texas, will maintain such areas to the same extent and degree that it maintains parks, playgrounds and swimming pools and other similar areas of the City now incorporated in the City of Navasota, Texas.

7. MAINTENANCE OF ANY PUBLICLY OWNED FACILITY, BUILDING OR MUNICIPAL SERVICE

The City Council of the City of Navasota, Texas, is not aware of the existence of any publicly owned facility, building or other municipal service now located in the area proposed for annexation. In the event any such publicly owned facility, building or municipal service does exist and are public facilities, the City of Navasota, Texas, will maintain such areas to the same extent and degree that it maintains publicly owned facilities, buildings or municipal services of the City now incorporated in the City of Navasota, Texas.

CONSTRUCTION OF ANY CAPITAL IMPROVEMENTS TO BEGIN WITHIN 2-1/2 YEARS:

1. POLICE PROTECTION, FIRE PROTECTION & SOLID WASTE COLLECTION

The City Council of the City of Navasota, Texas, finds and determines it to be unnecessary

to acquire or construct any capital improvement within 2-1/2 years of the effective date of the annexation of the particular annexed area for the purposes of providing police protection, fire protection or solid waste collection. The City Council finds and determines that it has at the present time adequate facilities to provide the same type, kind and level of protection and service which is presently being administered to other areas already incorporated in the City of Navasota, Texas, with the same or similar topography, land use and population density.

2. WATER FACILITIES

For the next 2-1/2 years the City Council of the City of Navasota, Texas, believes that City water and wastewater mains exist for points of connection for serviceable extensions to provide water and wastewater service within the area to be annexed pursuant to the City's standard water extension policies now in existence or as may be amended by the City Council.

3. ROADS AND STREETS

Maintenance of properly dedicated roads and streets will be consistent with the maintenance provided by the City to other roads and streets in areas of similar topography, land use and population density.

4. MAINTENANCE OF PARKS, PLAYGROUNDS, AND SWIMMING POOLS, AND THE MAINTENANCE OF ANY OTHER PUBLICLY OWNED FACILITY, BUILDING OR SERVICE

To the extent that it becomes necessary because of development demands, population growth, and a bona fide need, the City Council of the City of Navasota, Texas, will undertake to provide any such facility which it deems necessary to adequately provide for the health and safety of the citizens of the newly incorporated area based upon the standard considerations of topography, land use and population density.

SPECIFIC FINDINGS

The City Council of the City of Navasota, Texas, finds and determines that this proposed Service Plan will not provide any fewer services, and it will not provide a lower level of service in the area proposed to be annexed than were in existence in the proposed area at the time immediately preceding the annexation process.

Furthermore, the City Council of the City of Navasota, Texas, finds and determines the nature of the area is characteristically different from other developed areas within the corporate limits of the City of Navasota, Texas. Consequently, because of the differing characteristics of topography, land use and population density, the service levels which may ultimately be provided in the newly annexed area may differ somewhat from services provided to other areas of the City of Navasota, Texas. These differences are specifically dictated because of differing characteristics of the property and the City of Navasota, Texas, will undertake to perform consistent with this service plan so as to provide this newly annexed area with the same type, kind and quality of

service presently enjoyed by the citizens of the City of Navasota, Texas, who reside in areas of similar topography, land use and population density.

APPROVED on this the 23rd day of January 2023.

CITY OF NAVASOTA, TEXAS

BERT MILLER, MAYOR

ATTEST:

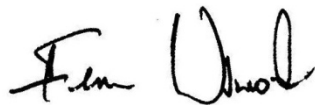
SUSIE M. HOMEYER, CITY SECRETARY

LAND OWNER

James C. Hassell

THENCE N 87°19'06" E, 105.01 ft., along a South line of said 0.607 acre tract surveyed this date to the **TRUE PLACE OF BEGINNING** and containing 1.310 acres of land.

Basis of Bearings: Grid North, State Plane Coordinate System of 1983, Central Zone, Leica RTK Network.



Steven M. Wisnoski 12-07-2020
Registered Professional Land Surveyor
State of Texas No. 6006
Job #: 2014-04-03-01



Petition for Annexation

TO THE MAYOR AND CITY COUNCIL OF THE CITY OF NAVASOTA, TEXAS, A HOME RULE MUNICIPALITY:

The undersigned owner(s) of the hereinafter described tract of land hereby petition(s) the governing body to extend the present city limits so as to include and annex as part of the City of Navasota, Texas (pursuant to Texas Local Government Code, Chapter 43 and the Navasota Home Rule Charter, Article II) the following described territory, to wit:

[describe the area by metes and bounds, and attach as exhibit if necessary]

The undersigned owner(s) certify that the above described land adjoins the existing corporate limits of the City of Navasota, there are no qualified voters residing in the territory to be annexed, and the persons signing this petition own a majority of the land in the territory to be annexed.

James C. Hassell

Printed Name:

Title:

James C. Hassell

Printed Name:

Title:

THE STATE OF TEXAS

§

§

COUNTY OF GRIMES

§

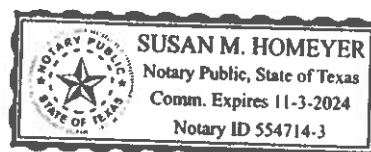
Before me, the undersigned authority, on this day personally appeared James C. Hassell, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument and acknowledged to me that he/she/they executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office, this 4th day of January, 2022.

Susan M. Homeyer
Notary Public in and for the State of Texas

Printed Name:

Commission Expires:





REQUEST FOR CITY COUNCIL AGENDA ITEM #9

Agenda Date Requested: <u>January 23, 2023</u>	Appropriation
Requested By: <u>Evette Fannin, Grant Coord.</u>	Source of Funds: <u>N/A</u>
Department: <u>Finance</u>	Account Number: <u>N/A</u>
<input checked="" type="radio"/> Report <input type="radio"/> Resolution <input type="radio"/> Ordinance	Amount Budgeted: <u>N/A</u>
	Amount Requested: <u>N/A</u>
	Budgeted Item: <input type="radio"/> Yes <input checked="" type="radio"/> No

Exhibits: RFP Cover Letter, RFP submittals, Scoring Card

AGENDA ITEM #9

Consideration and possible action on awarding a grant administrator to complete an application and project implementation for the City of Navasota's 2023 Downtown Revitalization Program grant administered through the Texas Department of Agriculture.

SUMMARY & RECOMMENDATION

The City of Navasota has been given another chance to re-apply for the Downtown Revitalization Program grant. Though last year's scoring was not particularly well, Navasota has potential to rank high in the selection process and has an exceptionally good chance to receive funding.

- Due Date: May 3, 2023
- Award Amount: \$250,000 - \$500,000
- Requirements to gain maximum application score:
 - Obligate at least 50% of funds to sidewalks and ADA compliance
 - Commit 15% cash match to project (\$75,000 on a \$500,000 grant)
 - Hold a public hearing about application at least 90 days before application due date (also must do this for the 2023-24 CDBG Fund and the MOD so it would be ideal to hold them all at once to cut newspaper advertisement costs)
- Pass Blight Resolution: The City must adopt resolution declaring project area as blighted
- Eligible Activities
 - Sidewalks and lighting
 - Activities required to eliminate architectural barriers for the disabled
 - Water and/or sewer lines

- Road construction/rehabilitation to include curb and gutter and related drainage
- Natural gas lines and related items
- Electric power lines and transformers
- Utilities including natural gas and electric
- High-speed internet infrastructure with prior approval from TDA
- Demolition and clearance activity of non-residential structures

Again, Federal Grants require an extensive amount of paperwork throughout the process. To meet all the documentation requirements on federal grants, cities find it beneficial to hire firms that have experience and knowledge to help the Grant Coordinator and to help ensure funding. Therefore, staff requested City Council approve a proposal to seek grant administration assistance for the Downtown Revitalization Program grant process, which was conducted in December 2022.

Request for Proposal process:

- Requests for Proposals sent out December 14, 2022, with a deadline of December 28, 2022.
- Newspaper Ad was not required.
- Staff received one proposal - Public Management

Staff recommends City Council authorize the hiring of Public Management as our Grant Administrator because they seem to be the most knowledgeable in these specific federal grants and with that, staff feels Navasota will be more likely to be awarded.

ACTION REQUIRED BY CITY COUNCIL

Approve authorization to hire Public Management for grant administrative services for the 2023 Downtown Revitalization Program administered through the Texas Department of Agriculture.

Approved for the City Council meeting agenda



Jason B. Weeks, City Manager

1/17/23

Date

Dear Administrative Service Provider:

The City of Navasota plans to apply for the 2023 TxCDBG – Downtown Revitalization Program) for eligible activities. The City is seeking to contract with a qualified grant admin service firm related to the DRP program to assist in the application preparation, development of the planning process and associated planning reports, and grant contract compliance.

Please email your proposal of services and a statement of qualifications for the proposed services to the following email address: efannin@navasotatx.gov. Proposals must be received by the City no later than 2:00pm on Wednesday, December 28, 2022 to be considered.

The City reserves the right to negotiate with any and all individuals or firms that submit proposals and may award one or more contracts to one or more service provider(s). Section 3 Residents and Business Concerns, Minority Business Enterprises, Small Business Enterprises and Women Business Enterprises, and Labor Surplus Area firms are encouraged to submit proposals. The City of Navasota is an Affirmative Action/Equal Opportunity Employer.

Evette Fannin, Grants Coordinator
Entity Contact Person

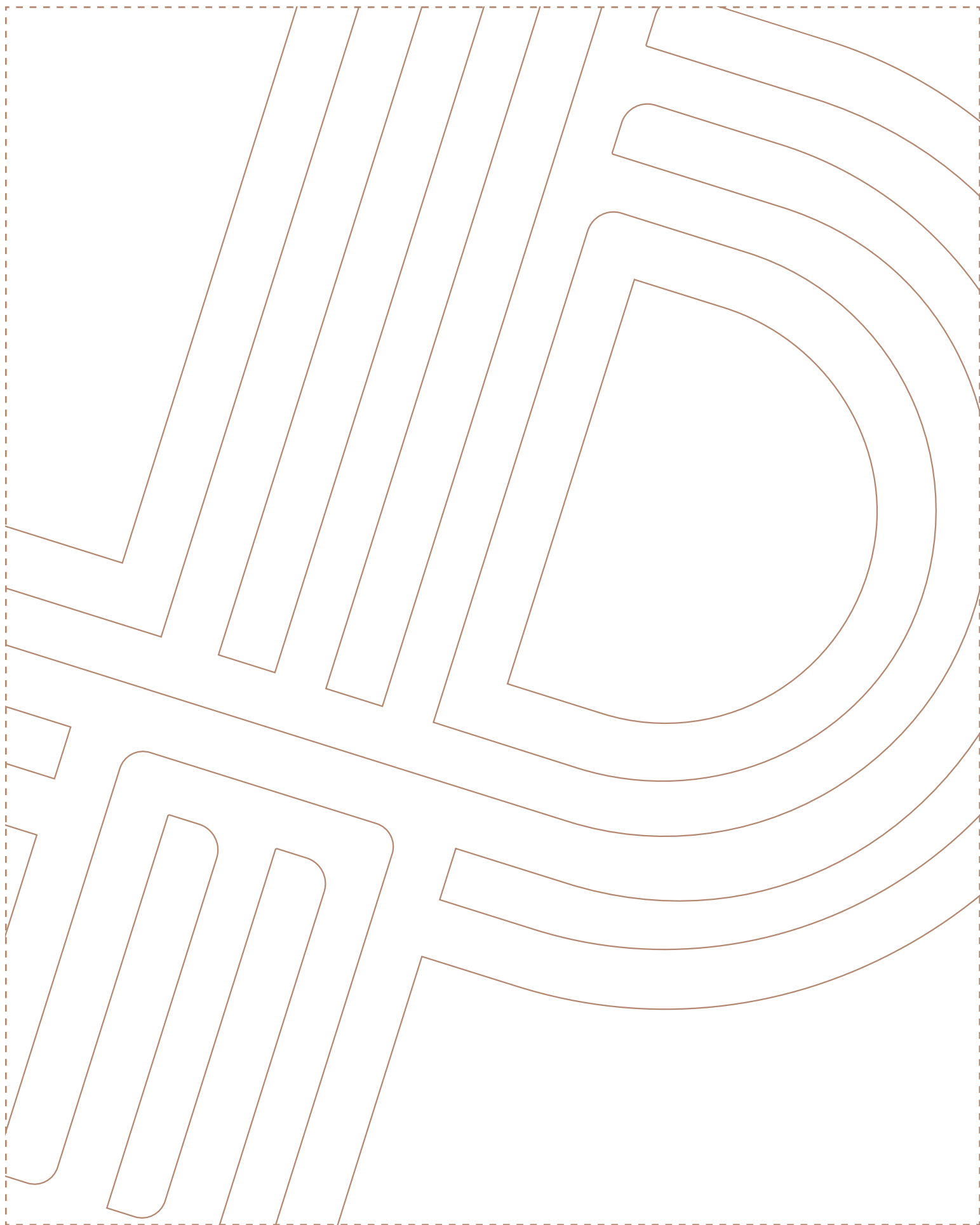
WORKING TO BUILD VIBRANT AND SUSTAINABLE COMMUNITIES.
COMMITTED TO IMPACTFUL SOLUTIONS.
DRIVEN TO MAKE A DIFFERENCE.



PROPOSAL:
CITY OF NAVASOTA

APPLICATION DEVELOPMENT &
ADMINISTRATIVE SERVICES

TEXAS DEPARTMENT OF AGRICULTURE (TDA)
DOWNTOWN REVITALIZATION PROGRAM (DRP)





**PUBLIC
MANAGEMENT**
EST. 1982



December 27, 2022

Evette Fannin
Grants Coordinator
City of Navasota
200 E. McApline Street
Navasota, Texas 77868

RE: City of Navasota Professional Grant Administration Services for Texas Community Development Block Grant (TxCDBG) 2023 Downtown Revitalization Program

Dear Ms. Fannin:

We are excited for the opportunity to submit this proposal to the City of Navasota 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 \$20 million** is associated to economic development projects. All projects previously administered by Public Management, Inc. were successfully 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 Houston, Texas, our Team will be able to effectively and efficiently assist all coordination related to this funding.

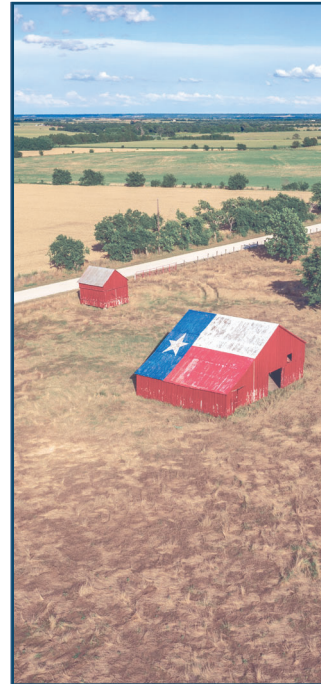
As President and CEO for Public Management, Inc., I have full authorization to commit the necessary staff resources to ensure that these services meet the City's standards. Additionally, I will certify our proposed costs of services as, detailed in Section V & VI of the included Administrative Services 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

1
INTRODUCTION

2
SCOPE OF WORK



3
EXPERIENCE

4
REFERENCES

5
THE TEAM

6
CONTRACT



7
REQUIRED FORMS

TABLE OF CONTENTS

INTRODUCTION

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

- Chambers County

INTRODUCTION

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

CHAMPIONS FOR TEXAS TOWNS

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

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



PATRICK K. WILTSHIRE

President



MICHAEL MIGAUD

Project Manager



ARON MILLER

Project Manager



THOMAS QUINTERO

Project Manager/GIS

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

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

INTRODUCTION

A COMPANY FOR THE FUTURE

Public Management, Inc. has been committed to Texas for Decades. With our Team of energetic and purpose driven individuals, we are positioned to 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

\$850M

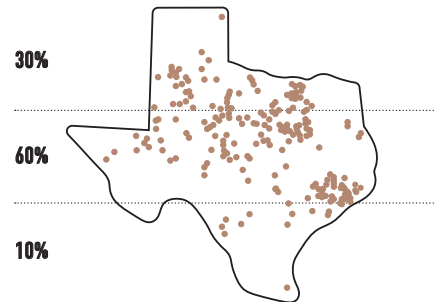
Total
Funding

225

Communities
Impacted

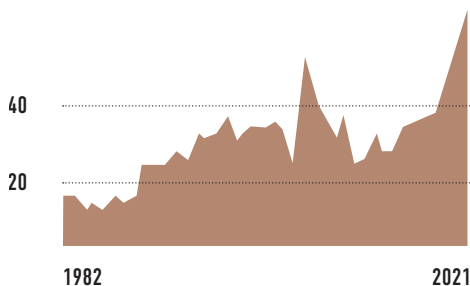
PROJECTS BY REGION

1982 - Present



COMMUNITIES IMPACTED

1982 - Present



CLIENT FUNDING

1982 - Present

\$3.7M

Average Client
Funding

\$21M

Average Annual
Client Funding

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

Conflicts

None

INTRODUCTION

OFFICE LOCATIONS

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



HOUSTON, TX

Public Management, Inc. headquarters is located at 15355 Vantage Parkway West, Suite #108, Houston, Texas 77032. This office location serves the South and Southeast Texas region and is the main company office from which all corporate administration and support services originate.

GRANBURY, TX

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

SATELLITE OFFICES

ABILENE, TX

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

MCKINNEY, TX

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

SAN ANTONIO, TX

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

PROPOSAL STRUCTURE

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

SCOPE OF WORK

"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 Client to secure funding.

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 and scoring process and report the status back to the Client. If an application is scheduled for award, the Team will notify the Client 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 appropriate funding and/or administrative 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, efficiency, and effectiveness.



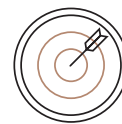
PLANNING

Did you know you can often get financial assistance for short- and long-term strategic planning? We have the relationships and the resources to help you start preparing for the future today.



ECONOMIC DEVELOPMENT

Through federal and state programs, we can help you obtain the funding you need to build infrastructure, attract businesses, and create jobs in your community.



COMMUNITY DEVELOPMENT

We can show you what's available from state or federal sources, so you can see what's possible in your community.



PRE-FUNDING SERVICES

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

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.

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 toward building your community. 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 Client 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 Client (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 Client'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. 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. This includes administrative coordination of parcel selection, value determination, and outreach/correspondence.

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 project compliance.

7. 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. This includes processes that ensure the Client 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 Client 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 Client in preparing the annual audits and necessary actions to ensure the project reaches the "Administratively Closed" status.

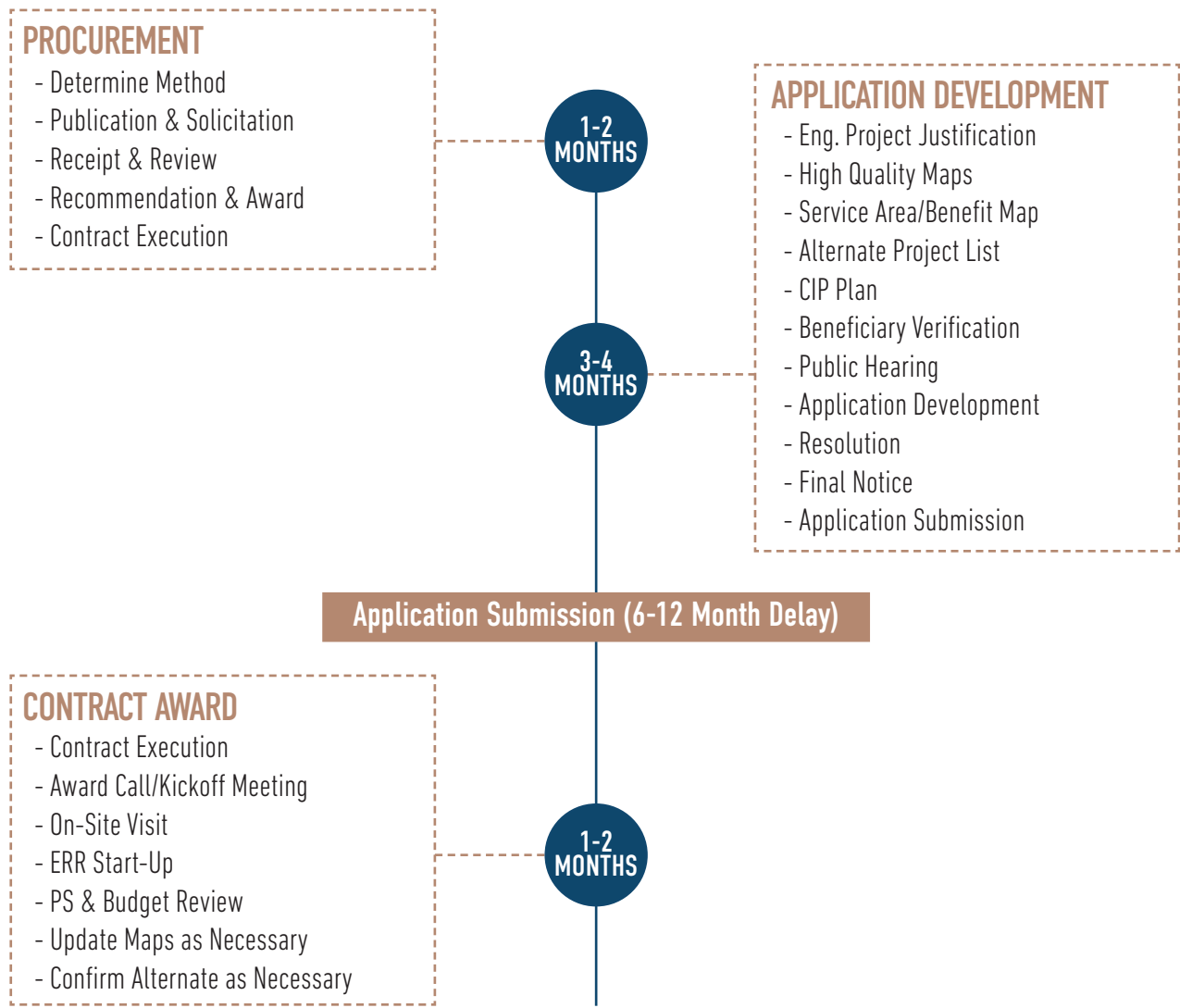
PROJECT APPROACH

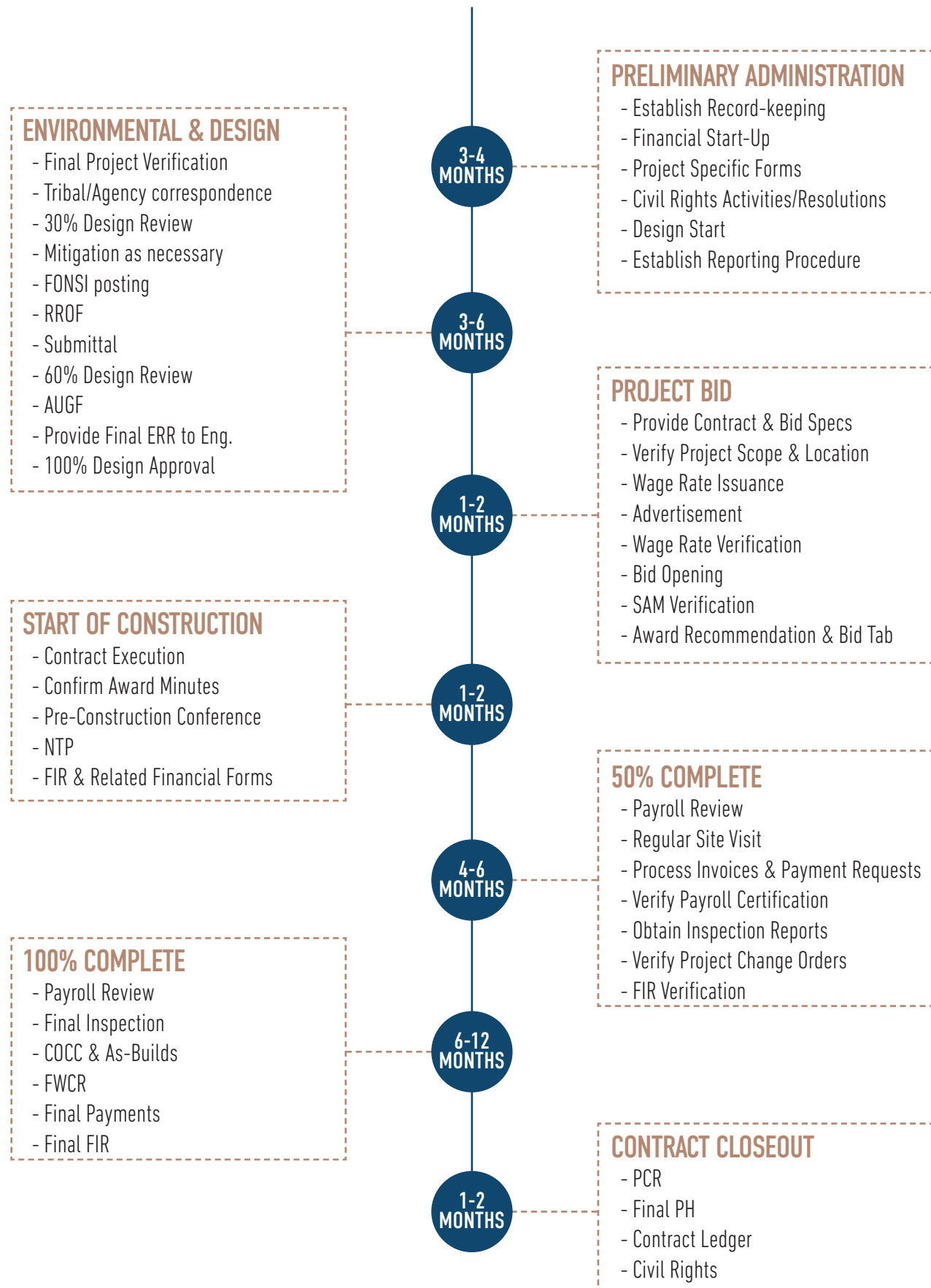
The Team will utilize local and regional staff as the primary contacts to provide continuous, logistical, and technical support during the course of the project. The Team will work closely with state and federal agencies to ensure that all requirements are met and that the project remains on track. The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

Our holistic approach to community needs provide the Client 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 Submission (6-12 Month Delay)																										
Application Development																																	
Contract Award																																	
Preliminary Administration																																	
Environmental & Design																																	
Project Bid																																	
Start of Construction																																	
50% Complete																																	
100% Complete																																	
Closeout																																	



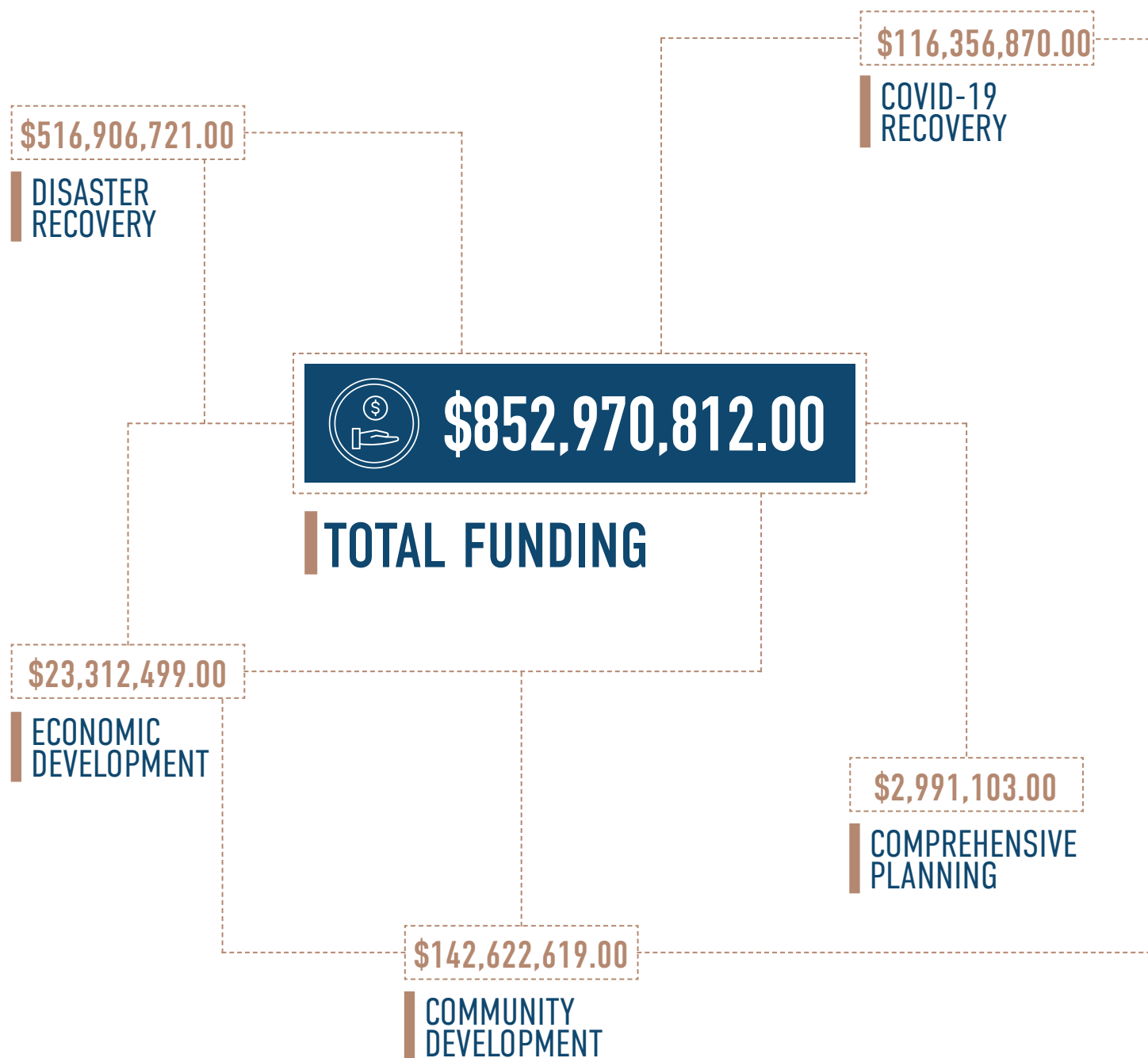


EXPERIENCE

"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

EXPERIENCE SUMMARY



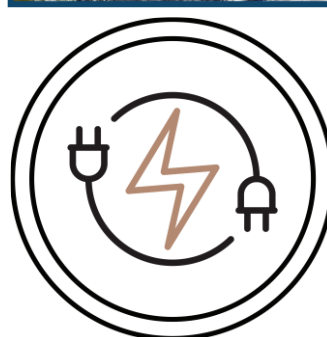
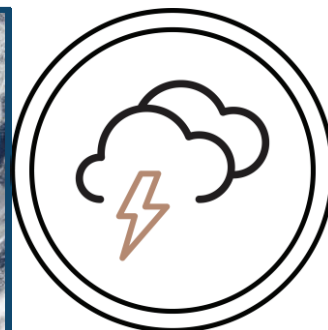
1982

PERFORMANCE PERIOD

PRESENT

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

OUR EXPERIENCE

\$116,356,870

COVID-19 Recovery

\$197,700,392

Water, Sewer, and Streets

\$206,164,776

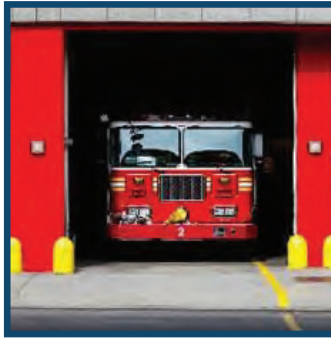
Drainage and Flood Mitigation

\$87,677,608

Housing and Power Generation

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

OUR EXPERIENCE

\$132,120,532

Water and Sewer Projects

\$3,387,157

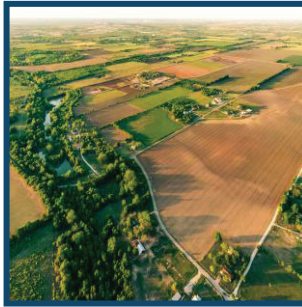
Parks and Flood Mitigation

\$6,424,288

Streets and Power Generation

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



CASE STUDY:
DICKINSON,
TEXAS



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

FOCUSED ON SUSTAINABILITY

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

CLIENT CHALLENGES

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

Secure funding to cover budget shortfall

Guide decision-makers in planning and development of proposed projects

OUR SOLUTIONS

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

Incorporated results-oriented projects

Managed projects from planning through construction

THE RESULTS

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

Developed and constructed major infrastructure improvements to enhance sustainability

A healthier, more resilient community prepared for future development

DECADES OF COMMITMENT

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



CASE STUDY: CHAMBERS COUNTY, TEXAS



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

CLIENT CHALLENGES

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

Offset local expenditures for infrastructure improvements

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

OUR SOLUTIONS

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

Coordinated long range planning initiatives

Align needs with funding mechanism

THE RESULTS

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

Secured over \$64 million

Substantial improvements to critical infrastructure.

CASE STUDY: BAYTOWN TEXAS



SINCE 2008, PUBLIC MANAGEMENT, INC. HAS HELPED THE CITY OF BAYTOWN OBTAIN AND MANAGE APPROXIMATELY \$73 MILLION IN GRANT FUNDING. AIMED AT DISASTER RECOVERY AND MITIGATION, THE PUBLIC MANAGEMENT, INC. TEAM HAS GUIDED INITIATIVES FOR CRITICAL INFRASTRUCTURE RANGING FROM TREATMENT FACILITIES AND FLOOD MITIGATION.

LONG-TERM RELATIONSHIP & RENEWED COMMITMENT

WE BUILD RELATIONSHIPS TO LAST DECADES BY COMMITTING OURSELVES
TO YOUR COMMUNITY DAILY

CLIENT CHALLENGES

Balance critical infrastructure needs amid conditions of coastal communities

Making the city more resilient

Incorporating long-term plan to identify capital improvements that guide project development

OUR SOLUTIONS

Applying for infrastructure grants for immediate needs

Facilitating and scheduling project coordination to ensure funding opportunities are met

Navigating the complicated grant application and program implementation phases to ensure compliance.

THE RESULTS

Maximized local funds by leveraging with no and low percentage matching grants

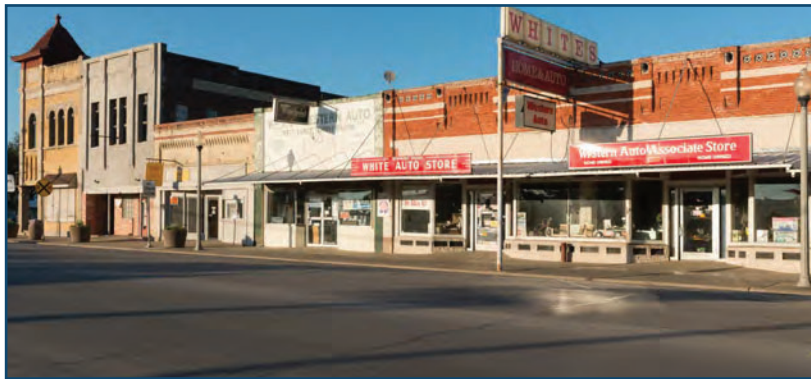
Reconstructed and hardened water and sewer systems to better handle frequent floods

Responded to every major disaster since 2008 with funding over \$73 million

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

GOAL DRIVEN

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



CASE STUDY: EL CAMPO, TEXAS

CLIENT CHALLENGES

Deteriorated critical infrastructure systems

Substantial budget restrictions

Threat of out-migration without maintaining services

OUR SOLUTIONS

Scoping sessions to understand current limitations and future goals

Identifying projects to have long-term impact

Strategically applying for funding to accomplish goals without overextending local resources

THE RESULTS

Assisted city accomplish identified goals

Obtained approximately \$19 million in grant funding

Helped to create a more sustainable community

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

PLANNING A HERITAGE

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



CASE STUDY: CLEVELAND, TEXAS

CLIENT CHALLENGES

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

Proper long-term planning and needs assessment

Budget restrictions for large scale capital projects

OUR SOLUTIONS

Researched short and long term goals for program implementation

Developed needs based approach to funding opportunities with emphasis on sustainability

Secure funds which target strategic areas for improvement

THE RESULTS

Managed and implemented tangible projects to existing quality of life issues

Secured over \$14 million

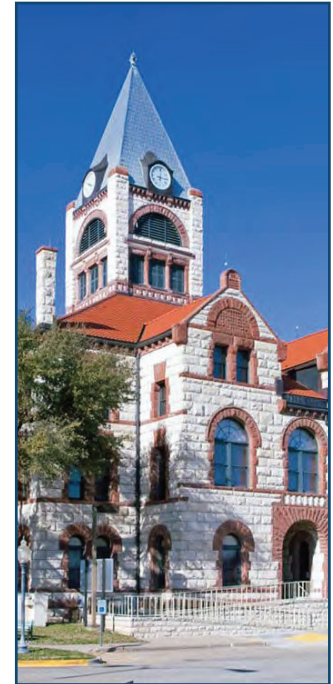
Have maintained a client relationship for more than 40 years

DEDICATION TO OUR CLIENTS

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



CASE STUDY: STEPHENVILLE, TEXAS



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

CLIENT CHALLENGES

Undersized and deteriorated utilities and drainage throughout town

A growing residential population and state college

Multiple disaster events impacted by major river bisecting town

OUR SOLUTIONS

Understanding communities needs and resource limitations

Identifying and advising on various financing vehicles to meet needs

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

THE RESULTS

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

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

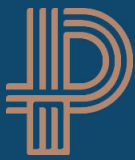
Identified solutions that would accentuate the local resources to attract visitors and new residents



EXPERIENCE

A**B****C****D****E****F****G**

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	\$ -	\$ -	\$ 8,486,350.00	\$ -	\$ 9,686,350.00
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 Burkburnett	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	\$ -	\$ -	\$ -	\$ -	\$ 156,601.00	\$ 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	\$ 8,514,823.00	\$ 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	\$ 825,000.00	\$ 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	\$ 123,872.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 123,872.00
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	\$ -	\$ 89,071,502.00	\$ -	\$ 90,871,502.00
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	\$ -	\$ -	\$ -	\$ 14,988,720.00	\$ 2,859,202.00	\$ 19,475,332.00
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



EXPERIENCE

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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	\$ 120,000.00	\$ 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 Knollwood	2013-Present	\$ 475,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 475,000.00
City of Knox City	1989-2018	\$ 1,605,158.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,605,158.00
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	\$ 1,391,540.00	\$ 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	\$ -	\$ 9,200.00	\$ -	\$ -	\$ -	\$ 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



EXPERIENCE

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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	\$ -	\$ -	\$ -	\$ -	\$ 153,380.00	\$ 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	\$ 265,000.00	\$ -	\$ 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 Stalon	2016-Present	\$ 275,000.00	\$ 250,000.00	\$ 64,100.00	\$ -	\$ -	\$ 1,459,549.00	\$ 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	\$ -	\$ -	\$ 790,437.00	\$ 1,905,742.00
City of Spur	1985-Present	\$ 862,724.00	\$ -	\$ 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	\$ 4,894,345.00	\$ 55,000.00	\$ -	\$ -	\$ -	\$ 8,705,375.00
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	\$ -	\$ -	\$ 606,580.00	\$ 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 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

REFERENCES



City of Anahuac

Julie Harvill

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



City of Conroe

Tommy Woolley

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



City of Baytown

Leasa Renteria Lopez

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



City of Dickinson

Theo Melancon

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



City of Beaumont

Kyle Hayes

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



City of El Campo

Courtney Sladek

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



City of Caddo Mills

Matt McMahon

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



City of Garrett

Don Lewis

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



Chambers County

Jimmy Silvia

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



City of Granbury

Chris Coffman

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



City of Cleveland

Angela Smith

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



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 Mabank

Bryant Morris

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



City of Italy

Amber Cunningham

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



City of Malakoff

Weston Beck

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



Jones County

Dale Spurgin

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



City of Olton

Keeley Adams

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



City of Kerens

Katherine Combs

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



City of Palmer

Alicia Baran

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



City of La Porte

Lorenzo Wingate

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



City of Prairie View

Dr. Brian E. Rowland

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



City of Liberty

Tom Warner

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



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

Mike Lamberson

City Administrator
(806) 828-2000
mlamberson@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

THE TEAM

"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

PATRICK K. WILTSHIRE

PRESIDENT



EXPERIENCE

2015 - PRESENT
Public Management, Inc.

PRESIDENT

2014 - 2014
Public Management, Inc.

CHIEF OPERATIONS OFFICER

2009 - 2013
Public Management, Inc.

PROJECT MANAGER

EDUCATION

2007 - 2009
Texas A&M University

M.A. PUBLIC ADMINISTRATION

2001 - 2006
Missouri Valley College

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.

VICE PRESIDENT

1999 - 2015
Public Management, Inc.

PROJECT MANAGER & PLANNER

1998 - 1999
Public Management, Inc.

ASSISTANT PLANNER / HOUSING SPECIALIST

EDUCATION

1995 - 2001
Texas State University

M.A. GEOGRAPHY

1985 - 1991
Texas State University

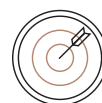
B.S. GEOGRAPHY



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

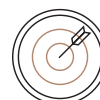
EDUCATION

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



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

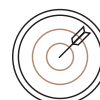
2005 - 2006
Bridge Capital

LOAN OFFICER

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

2018 - 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

CONTRACT

"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



**PUBLIC
MANAGEMENT**
EST. 1982



December 27, 2022

Evette Fannin
Grants Coordinator
City of Navasota
200 E. McApline Street
Navasota, Texas 77868

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

Dear Ms. Fannin:

Public Management, Inc.'s proposed fee for Application Preparation and Administrative Services are based on the pursuit of the TxDBG Downtown Revitalization program in the amount of \$500,000.00. A fixed fee of \$42,500.00 is being proposed to assist with all aspects of grant management (there is no fee for application preparation). This cost would be 8.5% 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 NAVASOTA**, ("Client") for the purpose of retaining Consultant to render **Application and Administration Services** to the Client for Texas Community Development Block Grant Program (TxCDBG) – Downtown Revitalization Program (DRP), 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.);

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- 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 8.5% of the grant request amount not to exceed **Forty-Two Thousand Five Hundred Dollars and Zero Cents (\$42,500.00)** for **Administrative Services**.

The proposed fee is based on the submission of an application that requests the maximum grant funds allowable (\$500,000.00). Any application submitted less than the maximum allowable will be billed at 10% of the final request amount

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 Navasota Contract No. XXXXX-XXXX and in consideration of the foregoing, Client agrees to pay Consultant a fee not to exceed:

Forty-Two Thousand Five Hundred Dollars and 0/100 (\$42,500.00)

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%	\$10,625.00
Environmental Review	25%	\$10,625.00
Start of Construction	20%	\$8,500.00
Construction Completion	20%	\$8,500.00
Closeout Documents	10%	\$4,250.00
TOTAL FEE		\$42,500.00

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

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.

"Section 3" Compliance in the Provision of Training, Employment and Business Opportunities (Limited to contracts greater than \$100,000)

a) The work to be performed under this contract is subject to the requirements of section 3 of the Federal Emergency Management Administration 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 FEMA assistance or FEMA-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 FEMA assistance for housing.

b) The parties to this contract agree to comply with FEMA's regulations in 24 CFR part 135, 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 135 regulations.

c) The Contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

d) The Contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an

e) applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The 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 135.

f) 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 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.

g) Noncompliance with FEMA's regulations in 24 CFR part 135 may result in sanctions, termination of this Agreement for default, and debarment or suspension from future FEMA assisted contracts.

h) With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this Agreement. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this Agreement that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

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 \$100,000)

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, FEMA, 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.

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

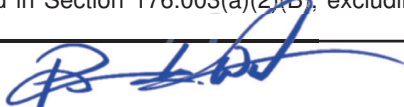
B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ 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).

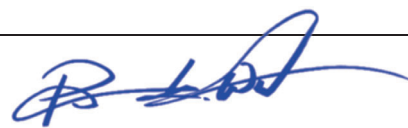
7 
Signature of vendor doing business with the governmental entity

12/27/2022

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 <i>(if individual, last name, first name, MI):</i> <u>N/A</u>	b. Individuals Performing Services <i>(including address if different from No. 10a)</i> <i>(last name, first name, MI):</i> _____	
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by 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		
<div style="display: flex; justify-content: space-between;"> <div> Signature  Print Name <u>Patrick K. Wiltshire</u> Title <u>President</u> Telephone No. <u>281.592.0439</u> Date: <u>12/27/2022</u> </div> </div>		
Federal Use Only		Authorized for Local Reproduction Standard Form – LLL (Rev. 7-97)

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

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

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

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

Statement for Loan Guarantees and Loan Insurance

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

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

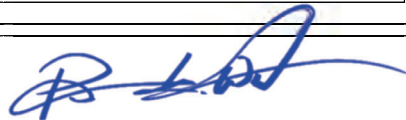
* APPLICANT'S ORGANIZATION

Public Management

* PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

Prefix: * First Name: Middle Name:
* Last Name: Suffix:
* Title:

* SIGNATURE:



* DATE:

Certification Regarding Lobbying

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

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

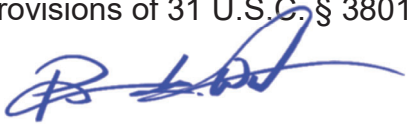
(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection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

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

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

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

The Contractor, 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

12/27/2022

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****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

Certificate Number:

2022-967274

Date Filed:

12/27/2022

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

City of Navasota

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.

2023 DRP
Administration Services

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

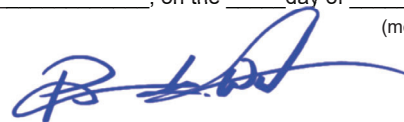
5 Check only if there is NO Interested Party.☐**6 UNSWORN DECLARATION**

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

My address is 3051 Coreopsis Court, 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 27 day of December, 2022.
(month) (year)



Signature of authorized agent of contracting business entity
(Declarant)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/28/2022

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 E-MAIL ADDRESS: soules@soulesinsurance.com FAX (A/C, No): 936-756-6877
INSURED Public Management Inc. 15355 Vantage Pkwy W Ste 108 Houston TX 77032	INSURER(S) AFFORDING COVERAGE INSURER A: Twin City Fire Insurance Company INSURER B: TEXAS MUTUAL INSURANCE COMPANY INSURER C: Admiral Insurance Co. INSURER D: INSURER E: INSURER F:
License#: 1814359 PUBLMAN-01	NAIC # 29459 22945 24856

COVERAGES**CERTIFICATE NUMBER:** 771172285**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"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			61SBABC6778	9/1/2022	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 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 <input type="checkbox"/> 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			EO00003595407	12/13/2022	12/13/2023	Each Claim \$ 1,000,000 Aggregate \$ 1,000,000

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

The General Liability, Automobile Liability & Professional Liability policies include blanket automatic additional insured endorsements (attached) that provides additional insured status to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such status.

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

CERTIFICATE HOLDER**CANCELLATION**

Evidence of Insurance

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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Sort by

Expiration Date Ascendin

PUBLIC MANAGEMENT INC ● Active Registration



Unique Entity ID:
DL1PFHMDM786

CAGE/NCAGE:
6QDN5

Doing Business As:
(blank)

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

Purpose of Registration:
All Awards

Expiration Date
Jul 27, 2023



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

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
Yes

NAICS Codes
541611

NAICS Title
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)

Exclusion Search Results

0 Total Results

Filter by:

Classification	Keyword (ALL)	Status	Excluded Individual
Individual	"Patrick K. Wiltshire"	Active	Patrick Kelly Wiltshire,



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
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Awarded on September 22, 2022



TEXAS DEPARTMENT OF AGRICULTURE
COMMISSIONER SID MILLER

John Reed

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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



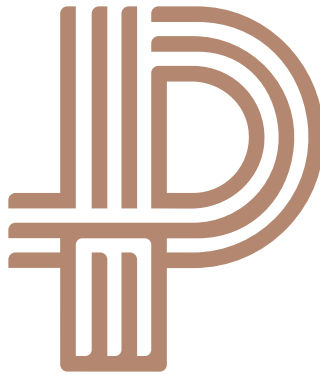
TEXAS DEPARTMENT OF AGRICULTURE
COMMISSIONER SID MILLER

Aron Miller

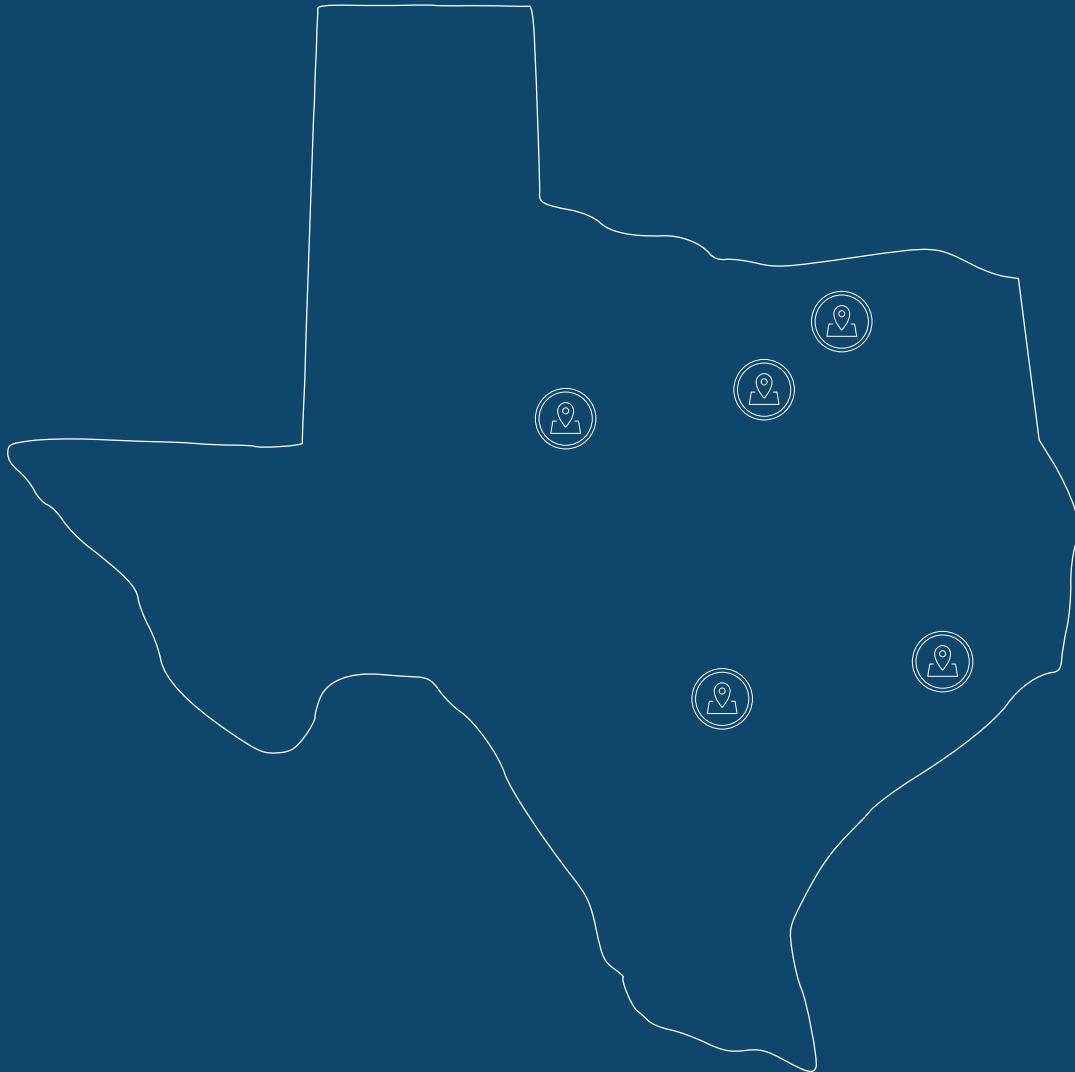
This is to certify that the above named individual has completed the
Texas Department of Agriculture's
Texas Community Development Block Grant Implementation
Exam And is certified to Administer TxCDBG contracts for 2021.

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, Jonestown, 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
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ABILENE

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Abilene, TX 79601
281-592-0439
mjimenez@publimgt.com

Administration/Professional Services Rating Sheet

Grant Recipient City of Navasota
 Name of Respondent Public Management
 Evaluator's Name Everett Fanning (EF)

TxCDBG Contract No. _____
 Date of Rating January 11, 2023

Experience -- Rate the Respondent of the Request for Proposal (RFP) by awarding points up to the maximum listed for each factor. Information necessary to assess the Respondent on these criteria may be gathered either from past experience with the Respondent and/or by contacting past/current clients of the Respondent.

Experience

Factors	Max.Pts.	Score
1. Related Experience / Background with federally funded projects	10	<u>10</u>
2. Related Experience / Background with specific project type (housing rehabilitation, acquisition of property, coordination with regulatory agency, etc.)	5	<u>5</u>
4. Certified Administrator of TxCDBG Program by TDA	5	<u>5</u>
5. References from current/past clients	10	<u>8</u>
Subtotal, Experience	<u>30</u>	<u>28</u>

Work Performance

Factors	Max.Pts.	Score
1. Submits requests to client/TDA in a timely manner	5	<u>5</u>
2. Responds to client/TDA requests in a timely manner	5	<u>5</u>
3. Past client/TDA projects completed on schedule	5	<u>5</u>
4. Work product is consistently of high quality with low level of errors	5	<u>5</u>
5. Past client/TDA projects have low level of monitoring findings/concerns	5	<u>5</u>
6. Manages projects within budgetary constraints	5	<u>5</u>
Subtotal, Performance	<u>30</u>	<u>30</u>

Capacity to Perform

Factors	Max.Pts.	Score
1. Qualifications of Professional Administrators / Experience of Staff	5	<u>5</u>
2. Present and Projected Workloads	5	<u>5</u>
3. Quality of Proposal/Work Plan	5	<u>5</u>
4. Demonstrated understanding of scope of the TxCDBG Project	5	<u>5</u>
Subtotal, Capacity to Perform	<u>20</u>	<u>20</u>

Proposed Cost

Factors	Max.Pts.	Score
A = Lowest Proposal <u>\$ 42,500</u>		
B = Bidder's Proposal <u>\$ 42,500</u>		
A ÷ B X 20 equals Respondent's Score	<u>20</u>	<u>20</u>

TOTAL SCORE

Factors	Max.Pts.	Score
<input type="checkbox"/> Experience	30	<u>30</u>
<input type="checkbox"/> Work Performance	30	<u>30</u>
<input type="checkbox"/> Capacity to Perform	20	<u>20</u>
<input type="checkbox"/> Proposed Cost	20	<u>20</u>
Total Score	<u>100</u>	<u>98</u>



REQUEST FOR CITY COUNCIL AGENDA ITEM #10

Agenda Date Requested: <u>January 23, 2023</u>	Appropriation
Requested By: <u>Evette Fannin, Grant Coord.</u>	Source of Funds: <u>N/A</u>
Department: <u>Finance</u>	Account Number: <u>N/A</u>
<input type="radio"/> Report <input type="radio"/> Resolution <input checked="" type="radio"/> Ordinance	Amount Budgeted: <u>N/A</u>
	Amount Requested: <u>N/A</u>
	Budgeted Item: <input type="radio"/> Yes <input checked="" type="radio"/> No

Exhibits: RFP Cover Letter RFP Planning Packet,
RFP submittals, Scoring Card

AGENDA ITEM #10

Consideration and possible action on selecting grant administration and planning services to complete an application and project implementation for the City of Navasota's Resilient Communities Program grant administered through the General Land Office.

SUMMARY & RECOMMENDATION

Though last year's scoring was not particularly well for application to the Resilient Communities Program grant, the City of Navasota has been fortunate to be given the opportunity to re-apply for this year's funding. Navasota has potential to rank high in the selection process and has an exceptionally good chance to receive funding.

- Applications will have a maximum of \$300,000 per applicant, first-come first-served.
- At least 50% must address mitigation needs in the CDBG-MIT most impacted and distressed (MID) areas identified by the United States Department of Housing and Urban Development (HUD).
- Units of local government (e.g., cities, counties, federally recognized tribes, and councils of governments) located in a CDBG-MIT eligible area. Entity must have legal authority to adopt and enforce the building code, zoning ordinance, land use plan, and/or comprehensive plan proposed in the RCP application.

Federal Grants require an extensive amount of paperwork throughout the process. To meet all the documentation requirements on federal grants, cities find it beneficial to hire firms that have experience and knowledge to help the Grant Coordinator and to help ensure funding. Therefore, staff requested City Council approve a request for proposal process to seek grant administration assistance for the Resilient Community Program administered through the General Land Office, which was conducted in December 2022.

Request for Proposal process:

- Requests for Proposals sent out December 21, 2022, with a deadline of January 3, 2022, by 2:00 p.m.
- Newspaper Ad ran in The Examiner on December 21, 2022.
- Staff received one proposal - Public Management

Staff recommends City Council authorize the hiring of Public Management as our Grant Administrator because they seem to be the most knowledgeable in these specific federal grants and with that, staff feels Navasota will be more likely to be awarded.

ACTION REQUIRED BY CITY COUNCIL

Approve authorization to hire Public Management for grant administration and planning services for the Resilient Communities Program grant administered through the General Land Office.

Approved for the City Council meeting agenda



Jason B. Weeks, City Manager

1/17/23

Date

Request for Proposals for Planning Services

The City of Navasota is seeking to enter into a professional services contract with a competent planning consultant to assist the City in the application preparation, overall development of the planning process and associated planning reports, as well as grant contract compliance, if funded by the Texas General Land Office (GLO) for the Resilient Communities Program (RCP). The following outlines the request for proposals.

I. **Scope of Work** - The contract will encompass all project related services to the City of Navasota, including, but not limited to, the completion of an application in conformance with the GLO-RCP Application Guide and performance of activities described in the attached Texas General Land Office Resilient Communities Program performance statement.

A final scope of work will be developed through the application process, comprised of one or more planning activities described in the attached Sample Performance Statement.

II. **Statement of Qualifications** - The City is seeking to contract with a competent planning and/or engineering firm that has experience in the following areas:

- a) Experience with the federal Community Development Block Grant program, through either the HUD Entitlement Program, the Non-entitlement Texas Community Development Block Grant Program, or the Community Development Block Group – Disaster Recovery/Mitigation programs.
- b) Performance of activities described in the attached Sample Performance Statement.

As such, please provide within your proposal a list of past client local governments, as well as resumes of all planners and/or engineers who will or may be assigned to this project if your firm received the planning services contract award.

III. **Proposed Cost of Services** -. Please specify the proposed cost to the City, and estimated time of completion. These include a proposed cost by Scope of Work category of what you or your firm feels is appropriate for each area of the Scope of Work. Please note that the City will not use lowest/best bid as the sole basis for entering into this contract.

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

<u>Criteria</u>	<u>Maximum Points</u>
Experience	55
Work Performance	30
Capacity to Perform	10
Proposed Cost	5
Total	100

V. **Submission Requirements**

- A copy of your current **certificate of insurance** for professional liability.
- **Statement of Conflicts of Interest** (if any) the service provider or key employees may have regarding these services, and a plan for mitigating the conflict(s). Note that the City may in its sole discretion determine whether or not a conflict disqualifies a firm, and/or whether or not a conflict mitigation plan is acceptable.
- **System for Award Management**. Service provider and its Principals, may not be debarred or suspended nor otherwise on the Excluded Parties List System (EPLS) in the System for Award Management (SAM). Include verification that the service provider as well as the its principals are not listed (are not debarred) through the System for Award Management (www.SAM.gov). Enclose a print out of the search results that includes the record date.
- **Form CIQ**, (enclosed). Texas Local Government Code chapter 176 requires that any vendor or person who enters or seeks to enter into a contract with a local government entity disclose in the Questionnaire Form CIQ the vendor or person's employment, affiliation, business

relationship, family relationship or provision of gifts that might cause a conflict of interest with a local government entity. Questionnaire form CIQ is included in the RFP and must be submitted with the response.

- **Certification Regarding Lobbying** (enclosed). Certification for Contracts, Grants, Loans, and Cooperative Agreements is included in the RFP and must be submitted with the response.
- **Form 1295**, Effective January 1, 2016, all contracts and contract amendments, extensions, or renewals executed by the Commissioners Court will require the completion of Form 1295 "Certificate of Interested Parties" pursuant to Government Code § 2252.908. Form 1295 must be completed by awarded vendor at time of signed contract submission. Form 1295 is included in this RFP for your information.
- **Required Contract Provisions**. Applicable provisions (enclosed) must be included in all contracts executed as a result of this RFP.

VI. **Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms.** - Small and minority businesses, women's business enterprises, and labor surplus area firms are encouraged to participate in this RFP. If the awarded vendor is a prime contractor and may use subcontractors, the following affirmative steps are required of the prime contractor:

- 1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- 2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- 3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- 4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- 5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration (SBA) and the Minority Business Development Agency (MBDA) of the Department of Commerce.

Minority-owned businesses may be eligible for contract procurement assistance with public and private sector entities from MBDA centers:

Houston MBDA Business Center
2302 Fannin Street, Suite 165, Houston, TX 77002
713-718-8974
<https://www.hccs.edu/hcc-in-the-community/entrepreneurial-initiatives/mbda/>

Dallas-Fort Worth MBDA Business Center
8828 N Stemmons Freeway - Ste 550-B, Dallas, TX 75247
214-920-2436
<http://www.mbdadfw.com/>

San Antonio MBDA Business Center
501 W César E Chávez Blvd, San Antonio, TX 78207
210-458-2480
<https://sanantoniombdacenter.com/>

MBDA Business Center – El Paso
c/o El Paso Hispanic Chamber of Commerce
2401 E. Missouri Ave.
El Paso, TX 79903
915-351-6232 ext. 19
<https://ephcc.org/blog/growing-my-existing-business/our-mbda-business-center/>

Small and woman-owned businesses may be eligible for assistance from SBA Women's Business Centers:

Houston Women's Business Council, Inc.
9800 Northwest Freeway, Suite 120, Houston, TX 77018
713-681-9232
wbc@wbea-texas.org

LiftFund - Dallas Fort Worth Women's Business Center
8828 N. Stemmons Fwy, Suite 142, Dallas, TX 75247
888-215-2373
wbcdw@liftfund.com

LiftFund - San Antonio Women's Business Center
600 Soledad St., San Antonio, TX 78205
888-215-2373
wbc@liftfund.com

SBA also provides assistance at Small Business Development Centers located across Texas:

<https://americassbdc.org/small-business-consulting-and-training/find-your-sbdc/>

- VII. Deadline for Submission – Proposals must be received no later than 2:00pm on Tuesday, January 3, 2023. It is the responsibility of the submitting entity to ensure that the proposal is received in a timely manner. Proposals received after the deadline will not be considered for award, regardless of whether or not the delay was outside the control of the submitting firm. Please submit an email of your proposal to efannin@navasotatx.gov.

Any questions or requests for clarification must be submitted in writing via EMAIL to the address above at least 3 business days prior to the deadline. The City may, if appropriate, circulate the question and answer to all service providers submitted proposals.

SAMPLE PERFORMANCE STATEMENT

1. BASE MAPPING

Contractor shall prepare a corporate area base map, which should coordinate with the State Plane Coordinate System, in digitized format and hardcopy to include:

- (1) Highway and street rights-of-way;
- (2) Highway designations and street names;
- (3) All major drainage ways;
- (4) Major bodies of water;
- (5) Block and lot lines for all platted subdivisions as available;
- (6) Property lines within unplatted subdivisions as available;
- (7) The width of all major utility easements;
- (8) Railroad rights-of-way;
- (9) All subdivisions and their names;
- (10) Corporate limits;
- (11) Other major facilities or features to include but not necessarily limited to:
 - (a) Major park and recreation areas and facilities;
 - (b) Water Treatment plants;
 - (c) Sewage Treatment plants;
 - (d) Extraterritorial jurisdiction line, as appropriate; and
 - (e) Other significant features.

2. HOUSING INVENTORY, ANALYSIS AND PLAN

a. Contractor shall prepare a housing conditions inventory, analysis and plan which shall, to the fullest extent possible, be based on the participation of a diverse and representative group of housing interests. (A “diverse and representative group of housing interests” includes owners and renters, realtors, developers, builders, single persons, families, minorities, disabled persons, etc. Generally, all persons must be encouraged to participate in plan preparation, particularly those considered within the protected classes of the Fair Housing Act. No person shall be excluded or denied program benefits on the basis race, color, religion, sex, handicap (disability), national origin, and familial status).

b. Contractor shall develop criteria to be used in the classification of building conditions and formulate definitions for each classification. As a minimum, the three following classifications shall be utilized within the study: 1) Standard, 2) Deteriorating, and 3) Dilapidated.

c. Contractor shall perform an assessment of the exterior of all residential buildings within the city to determine the physical condition of each building or structure. Contractor shall record vacant and abandoned residential units as the assessment is being made.

d. To the extent possible, the Contractor shall determine whether housing is owner or renter occupied.

e. Contractor shall use the base map at its contracted scale to create a Housing Conditions Map depicting all housing conditions as inventoried and showing all housing and its classification as defined by the developed criteria.

(1) Included on the map shall be the delineation of low and moderate income areas, as can be determined from the most recent available Census and/or demographic survey, with a brief narrative for the basis of their delineation.

(2) Included on the map shall be clearly marked units and/or areas of affordable housing that are properly represented on the map legend.

(3) Included on the map shall be census geographic boundary delineations as available from the most recent Census. The map shall show any identified areas that contain a concentration of aforementioned protected classes within the community.

f. Contractor shall conduct an analysis of housing data to determine problems and housing

needs of the current and prospective population and identifiable segments of the population, including the need for fair housing.

g. Contractor shall identify previous implementation actions, both public and private, taken during the past two years to implement or improve housing programs, including fair housing.

h. Contractor shall determine what local administrative and legal capacity is available or in effect to overcome housing-related problems which could be utilized more fully, (such as, the use of non-profit organizations), to improve housing, provide remedies to housing needs, including the need for fair housing.

i. Contractor shall prepare a goal(s) statement and annual housing related objectives. To the extent possible, objectives shall be stated in quantifiable terms and target dates set for their achievement.

j. Contractor shall identify future implementation actions and probable costs, both public and private, to be taken annually over the next three to five years. These activities shall result in the preparation of an overall program design for housing related activities, including fair housing and improved housing stock resiliency during and after disaster situations.

3. POPULATION

a. Contractor shall determine existing population estimates of the locality by occupied dwelling units. A realistic assessment of the locality's existing population shall be made by reliable methods.

b. Contractor shall:

(1) Estimate the locality's future population by five-year increments for the next fifteen to twenty years based on existing trends.

(2) Analyze the distribution of classes protected by federal fair housing laws on the basis of race, color, religion, sex, handicap (disability), national origin, and familial status within the community, where such information is available from the most recent Census or other official publications at the block or block group level.

(3) Use the base map at its contracted scale for illustrative purposes and create a Population Distribution Map showing the existing and projected population distribution for the planning period. The map shall show any identified areas that contain a concentration of aforementioned protected classes within the community. Included on the map shall be census geographic boundary delineations as available from the most recent Census.

4. LAND USE INVENTORY, ANALYSIS AND PLAN

a. Contractor shall assess and inspect each plot, tract and parcel of land within the project area to determine its use. The project area should include the city's extraterritorial jurisdiction (ETJ), if significant development has occurred there.

b. Categories in classifying land uses shall include, as a minimum, the following:

(1) Vacant (vacant developed or vacant undeveloped);

(2) Agriculture (cultivated and range land - five or more acres);

(3) Residential (single family, two family, multi-family, manufactured and mobile homes);

(4) Commercial; (retail and services);

(5) Industrial; (light and heavy);

(6) Public and Semi-Public (schools, parks and public buildings); and

(7) Other such additional or subcategories as may be deemed necessary to accurately reflect the existing pattern of land areas.

c. Contractor shall prepare a color-coded Existing Land Use Map of the corporate area using the base map at its contracted scale. Contractor shall prepare a color-coded map of existing land uses within the planning area at appropriate scale, if the development within the ETJ or portion of the ETJ was determined to be significant in its potential impact on the city. Colors should conform to standard code.

- d. Contractor shall make a tabulation of the existing land uses to show:
- (1) Total acreage by use;
 - (2) Percentage of acreage in each land use;
 - (3) Acres per 100 persons, or other standard for comparison purposes; and
 - (4) Developed and undeveloped land as a percent of the total land.
 - (5) Contractor should make an analysis of the community regarding past and potential developments and should report on factors affecting the development of land, such as those below:
 - Occupied dwelling units;
 - Existing land use;
 - Thoroughfares
 - Existing and anticipated population;
 - Soil characteristics as related to developments;
 - Adequacy of public utilities;
 - Adequacy of public facilities;
 - Storm drainage problem areas;
 - Natural and man-made constraints.
- e. Contractor shall prepare a goal(s) statement and annual land use related objectives and, using the base map at its contracted scale, Contractor shall prepare a color-coded Future Land Use Map to illustrate the future physical development of the locality during the planning period.

5. ZONING ORDINANCE

- a. Contractor shall prepare technical material necessary for the drafting of zoning ordinance that will best be adapted to direct the use of land consistent with proposals of the city's previously prepared Land Use Plan. Technical material on zoning shall be based on sound zoning principles and not be inconsistent with all applicable laws, including affirmatively furthering fair housing and reducing or eliminating disparate treatment of classes protected under federal Fair Housing law(s).
- b. Based on the Land Use Plan and other plans related to physical development of the municipality, Contractor shall have prepared a Zoning District Map using the base map at its contracted scale.
- c. Following development of the technical material and prior to adoption, Contractor shall seek counsel and advice from the city's attorney regarding the legal aspects and implications of zoning, particularly that it has positive influence in the effort to promote fair and affordable housing.
- d. The technical material on zoning and the recommended zoning district map shall be prepared in report form suitable for adoption and be submitted to the Department as provided herein.

6. INFRASTRUCTURE STUDY AND CAPITAL IMPROVEMENTS PLAN

The following actions shall occur for the water, wastewater, street, and drainage systems, as applicable.

- a. Contractor shall determine if any prior studies have been made of part or all the existing infrastructure systems.
- b. Contractor shall make an inventory of the physical characteristics of the existing system and record the data on applicable tables, charts, and maps
- c. Contractor shall make an analysis of the system to list and rank problems and deficiencies in the system and should present possible actions and costs to resolve the problems
- d. Contractor shall prepare a goal(s) statement and objectives for the planning period and should include construction-related and policy-related recommendations regarding improvements. To the extent possible, objectives shall be stated in quantifiable terms and target dates set for their achievement.

- e. Contractor shall prepare a Future System Conditions Map. The plan shall provide for the elimination of deficiencies and recommended improvements to meet forecasted needs. Improvements shall be in accordance with accepted municipal standards and shall be shown by phases.

7. BUILDING CODES

- a. Contractor shall review building codes currently adopted and enforced within the jurisdiction to determine compliance with RCP requirements.
- b. Contractor shall recommend building codes to the jurisdiction and assist in the adoption of the needed revisions and building codes as required by the RCP and applicable laws.

8. FLOOD DAMAGE PREVENTION ORDINANCE

- a. Contractor shall review building codes and flood prevention policies currently adopted and enforced within the jurisdiction to determine compliance with RCP requirements.
- b. Contractor shall provide a Flood Damage Prevention Ordinance requiring construction at least two (2) feet above the base flood elevation and shall assist the jurisdiction to adopt said ordinance.

9. HAZARD MITIGATION

- a. Contractor shall review and evaluate any current hazard mitigation plan. If none exists, prepare a plan for adoption.

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

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

FORM CIQ

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

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

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

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

OFFICE USE ONLY

Date Received

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

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

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

Name of Officer

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

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

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

7

Signature of vendor doing business with the governmental entity

Date

Certification Regarding Lobbying

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

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

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

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

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

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

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

Signature of Contractor's Authorized Official

Printed Name and Title of Contractor's Authorized Official

Date

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

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

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

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

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the

Approved by OMB

0348-0046

Disclosure of Lobbying Activities

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

(See reverse for public burden disclosure)

Type of Federal Action: _____ a. contract _____ b. grant _____ c. cooperative agreement _____ d. loan _____ e. loan guarantee _____ f. loan insurance	Status of Federal Action: _____ a. bid/offer/application _____ b. initial award _____ c. post-award	Report Type: _____ a. initial filing _____ b. material change
Name and Address of Reporting Entity: _____ Prime _____ Subawardee Tier _____, if Known: Congressional District, if known:		If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, if known:
Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, if applicable: _____	
Federal Action Number, if known:	9. Award Amount, if known: \$	
10. a. Name and Address of Lobbying Registrant <i>(if individual, last name, first name, MI):</i>	b. Individuals Performing Services <i>(including address if different from No. 10a)</i> <i>(last name, first name, MI):</i>	
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____	
Federal Use Only	Authorized for Local Reproduction Standard Form - LLL (Rev. 7-97)	

(To be completed by awarded vendor)

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

REQUIRED CONTRACT PROVISIONS

Italics – Explanatory; not contract language

All Contracts

THRESHOLD	PROVISION	CITATION
None	(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.	2 CFR 200 APPENDIX II (H)
None	The U.S. Department of Housing and Urban Development (HUD), Inspectors General, the Comptroller General of the United States, and the Texas Department of Agriculture (TDA), and the City/County, or any of their authorized representatives, shall have access to any documents, papers, or other records of the Contractor which are pertinent to the TxCDBG award, in order to make audits, examinations, excerpts, and transcripts and to closeout the City’s/County’s TxCDBG contract with TDA.	2 CFR 200.336 (former 24 CFR 85.36(i)(10))
None	Grantees or subgrantees must retain all required records for three years after grantees or subgrantees make final payments and all other pending matters are closed.	2 CFR 200.333 (former 24 CFR (85.36(i)(11))
None	Sec. 176.003. CONFLICTS DISCLOSURE STATEMENT REQUIRED. (a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if: (1) the vendor enters into a contract with the local governmental entity or the local governmental entity is considering entering into a contract with the vendor; and (2) the vendor: (A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that: (i) a contract between the local governmental entity and vendor has been executed; or (ii) the local governmental entity is considering entering into a contract with the vendor; (B) has given to the local government officer or a family member of the officer one or more gifts that have an	Chapter 176 of the Local Government Code

	<p>aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:</p> <p>(i) a contract between the local governmental entity and vendor has been executed; or</p> <p>(ii) the local governmental entity is considering entering into a contract with the vendor; or has a family relationship with the local government officer.</p> <p>(a-1) A local government officer is not required to file a conflicts disclosure statement in relation to a gift accepted by the officer or a family member of the officer if the gift is:</p> <p>(1) a political contribution as defined by Title 15, Election Code; or</p> <p>(2) food accepted as a guest.</p> <p>(a-2) A local government officer is not required to file a conflicts disclosure statement under Subsection (a) if the local governmental entity or vendor described by that subsection is an administrative agency created under Section 791.013, Government Code.</p> <p>(b) A local government officer shall file the conflicts disclosure statement with the records administrator of the local governmental entity not later than 5 p.m. on the seventh business day after the date on which the officer becomes aware of the facts that require the filing of the statement under Subsection (a).</p>	
>\$10,000	<p><i>(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.</i></p> <p><i>Use the following language for contracts > \$ 10,000:</i></p> <p><u>Termination for Cause</u></p> <p>If the Contractor fails to fulfill in a timely and proper manner its obligations under this Agreement, or if the Contractor violates any of the covenants, conditions, agreements, or stipulations of this Agreement, the City/County shall have the right to terminate this Agreement by giving written notice to the Contractor of such termination and specifying the effective date thereof, which shall be at least five days before the effective date of such termination. In the event of termination for cause, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the Contractor pursuant to this Agreement shall, at the option of the City/County, be turned over to the City / County and become the property of the City / County. In the event of termination for cause, the Contractor shall be entitled to receive reasonable compensation for any necessary services actually and satisfactorily performed prior to the date of termination.</p>	<p>2 CFR 200 APPENDIX II(B)</p>

	<p>Notwithstanding the above, the Contractor shall not be relieved of liability to the City/County for damages sustained by the City/County by virtue of any breach of contract by the Contractor, and the City/County may set-off the damages it incurred as a result of the Contractor's breach of contract from any amounts it might otherwise owe the Contractor.</p> <p><u>Termination for Convenience of the City/County</u></p> <p>City/County may at any time and for any reason terminate Contractor's services and work at City/County's convenience upon providing written notice to the Contractor specifying the extent of termination and the effective date. Upon receipt of such notice, Contractor shall, unless the notice directs otherwise, immediately discontinue the work and placing of orders for materials, facilities and supplies in connection with the performance of this Agreement.</p> <p>[Parties should include the manner by which such termination will be effected and the basis for settlement or any other terms and conditions concerning payment upon such termination.]</p>	
>\$50,000	<p><i>(A) Contracts for more than \$50,000 must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.</i></p> <p><i>Use the following language for contracts > \$50,000:</i></p> <p><u>Resolution of Program Non-compliance and Disallowed Costs</u></p> <p>In the event of any dispute, claim, question, or disagreement arising from or relating to this Agreement, or the breach thereof, including determination of responsibility for any costs disallowed as a result of non-compliance with federal, state or TxCDBG program requirements, the parties hereto shall use their best efforts to settle the dispute, claim, question or disagreement. To this effect, the parties shall consult and negotiate with each other in good faith within 30 days of receipt of a written notice of the dispute or invitation to negotiate, and attempt to reach a just and equitable solution satisfactory to both parties. If the matter is not resolved by negotiation within 30 days of receipt of written notice or invitation to negotiate, the parties agree first to try in good faith to settle the matter by mediation administered by the American Arbitration Association under its Commercial Mediation Procedures before resorting to arbitration, litigation, or some other dispute resolution procedure. The parties may enter into a written amendment to this Agreement and choose a mediator that is not affiliated with the American Arbitration Association. The parties shall bear the costs of such mediation equally. <i>[This section may also provide for the qualifications of the mediator(s), the locale of meetings, time limits, or any other item of concern to the parties.]</i> If the matter is not resolved through such mediation within 60</p>	<p>2 CFR 200 APPENDIX II (A)</p>

	days of the initiation of that procedure, either party may proceed to file suit.	
Option Contract Language for Procurement before Grant Funds Awarded	Payment of the fees [described in ____ section] shall be contingent on CDBG funding. In the event that grant funds are not awarded to the City / County by TDA through the TxCDBG program, this agreement shall be terminated by the City / County.	2 CFR 200.319(a)

Additional provisions for administration & engineering contracts associated with construction contracts

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

	<p>During the performance of this contract, the contractor agrees as follows:</p> <p>(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.</p> <p>(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.</p> <p>(3) The Contractor will not discourage or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.</p> <p>(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.</p> <p>(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.</p>	
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	<p>(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.</p> <p>(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.</p> <p>(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.</p> <p>The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.</p> <p>The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will</p>	
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	<p>otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.</p> <p>The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.</p> <p>(c) Subcontracts. Each nonexempt prime contractor or subcontractor shall include the equal opportunity clause in each of its nonexempt subcontracts.</p> <p>(d) Incorporation by reference. The equal opportunity clause may be incorporated by reference in all Government contracts and subcontracts, including Government bills of lading, transportation requests, contracts for deposit of Government funds, and contracts for issuing and paying U.S. savings bonds and notes, and such other contracts and subcontracts as the Deputy Assistant Secretary may designate.</p> <p>(e) Incorporation by operation of the order. By operation of the order, the equal opportunity clause shall be considered to be a part of every contract and subcontract required by the order and the regulations in this part to include such a clause whether or not it is physically incorporated in such contracts and whether or not the contract between the agency and the contractor is written.</p> <p>(f) Adaptation of language. Such necessary changes in language may be made in the equal opportunity clause as shall be appropriate to identify properly the parties and their undertakings.</p> <p>[43 FR 49240, Oct. 20, 1978, as amended at 62 FR 66971, Dec. 22, 1997; 79 FR 72993, Dec. 9, 2014; 80 FR 54934, September 11, 2015]</p>	
>\$100,000	§135.38 <i>Section 3 clause</i>	24 CFR §135.38

	<p><i>All section 3 covered contracts shall include the following clause (referred to as the section 3 clause):</i></p> <p>A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.</p> <p>B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.</p> <p>C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.</p> <p>D. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The 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 135.</p> <p>E. 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 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.</p>	
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	<p>F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.</p> <p>G. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).</p>	
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Dear Administrative Service Provider:

The City of Navasota plans to apply for a Resilient Communities Program (RCP) grant from the Texas General Land Office (GLO) for eligible activities. The City is seeking to contract with a qualified planning consultant to assist in the application preparation, development of the planning process and associated planning reports, and grant contract compliance.

Please email your proposal of services and a statement of qualifications for the proposed services to the following email address: efannin@navasotatx.gov. Proposals must be received by the City no later than 2:00pm on Tuesday, January 3, 2023 to be considered.

The City reserves the right to negotiate with any and all individuals or firms that submit proposals and may award one or more contracts to one or more service provider(s). Section 3 Residents and Business Concerns, Minority Business Enterprises, Small Business Enterprises and Women Business Enterprises, and Labor Surplus Area firms are encouraged to submit proposals. The City of Navasota is an Affirmative Action/Equal Opportunity Employer.

Evette Fannin, Grants Coordinator

Entity Contact Person

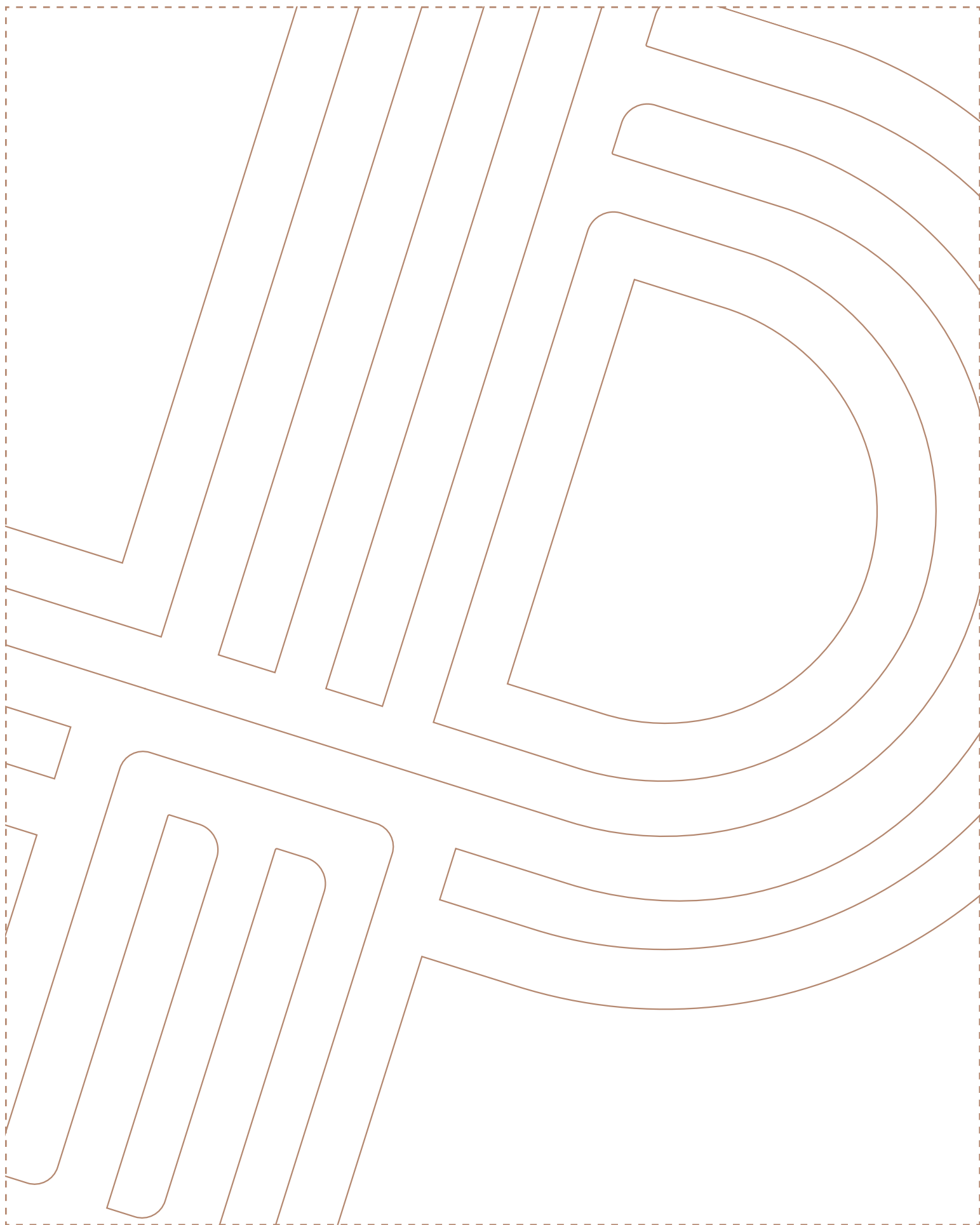


WORKING TO BUILD VIBRANT AND SUSTAINABLE COMMUNITIES.
COMMITTED TO IMPACTFUL SOLUTIONS.
DRIVEN TO MAKE A DIFFERENCE.

**REQUEST FOR PROPOSAL:
CITY OF NAVASOTA**

**PROFESSIONAL PLANNING &
ADMINISTRATIVE SERVICES**

TEXAS GENERAL LAND OFFICE (GLO)
COMMUNITY DEVELOPMENT BLOCK GRANT MITIGATION
(CDBG-MIT) RESILIENT COMMUNITIES PROGRAM (RCP)





**PUBLIC
MANAGEMENT**
EST. 1982



January 3, 2023

Evette Fannin
Grants Coordinator
City of Navasota
200 E. McAlpine Street
Navasota, Texas 77688

RE: City of Navasota Request for Proposal (RFP) for Professional Planning and Administrative Services for Community Development Block Grant – Mitigation (CDBG-MIT) Resilient Communities Program (RCP)

Dear Ms. Fannin:

We are excited for the opportunity to submit this proposal to the City of Navasota for Planning and Administration Services associated with the Resilient Communities Program (RCP). We have assembled a highly qualified team that will be dedicated to identifying and implementing this funding opportunity.

To date, Public Management, Inc. has guided its clients to over \$850 million in funding initiatives which span multiple state and federal funding sources. Of this amount over \$500 million is associated with disaster recovery initiatives. More Importantly, our Team has successfully secured and managed over \$2 million for various comprehensive planning projects.

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 and will be able to effectively and efficiently assist all coordination related to this funding.

As President and CEO for Public Management, Inc., I have full authorization to commit the necessary staff resources to ensure that these services meet the City's standards. Additionally, I will certify our fee, as detailed in the Proposed Cost of Services section of this proposal, for a period of ninety (90) days and will acknowledge the terms and conditions resulting in an awarded contract. We are grateful for the opportunity to submit this proposal to the City and look forward to working with you on this much needed project!

Respectfully,

Patrick K. Wiltshire
President

EXECUTIVE SUMMARY

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



PATRICK K. WILTSHIRE
President



KENNETH COIGNET
Vice President / Planner



MICHAEL MIGAUD
Project Manager



THOMAS QUINTERO
Project Manager / GIS Technician

Public Management, Inc. will commit the Team consisting of Patrick K. Wiltshire, Kenneth Coignet, Michael Migaud, and Thomas Quintero. Each member of the Team is located and works from the Houston, Texas, office and will be readily accessible for the City's planning efforts. As a group, this Team has secured and delivered major planning projects for various jurisdictions around the state.

Public Management, Inc. is uniquely positioned to deliver superior Planning Services for the City for the following reasons:

- 1) Location - Office in Houston, Texas;
- 2) Experience securing and managing GLO funded CDBG-DR & CDBG-MIT contracts - over \$500 million;
- 3) Planning experience and project familiarity - Public Management, Inc. has developed comprehensive plans for over 50 jurisdictions and has secured more than \$2 million for these projects.

PROPOSAL STRUCTURE

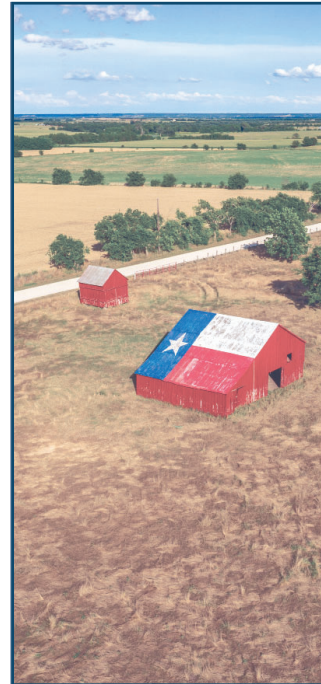
This proposal is organized in a way that should be clear and concise to the reviewers. The Presentation of Expertise section will provide the overall impact that Public Management, Inc. has had on its clients. The Proposed Cost of Services section will detail Public Management, Inc.'s fee structure and hourly rate. 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. Within the References section the reviewer will find details of clients and past performance. The Sample Contract section provides a contract for consideration. The Required Forms section includes all pertinent documents to this proposal and the Additional Information Section provides the total experience of the company.

1

**PRESENTATION OF
EXPERTISE**

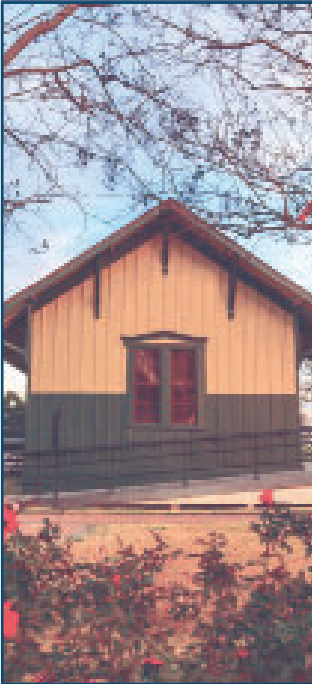
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**PROPOSED COST
OF SERVICES**



3

**APPROACH &
METHODOLOGY**



4

REFERENCES

5

REQUIRED FORMS

6

**SAMPLE
CONTRACT**



7

**ADDITIONAL
INFORMATION**

TABLE OF CONTENTS

PRESENTATION OF EXPERTISE

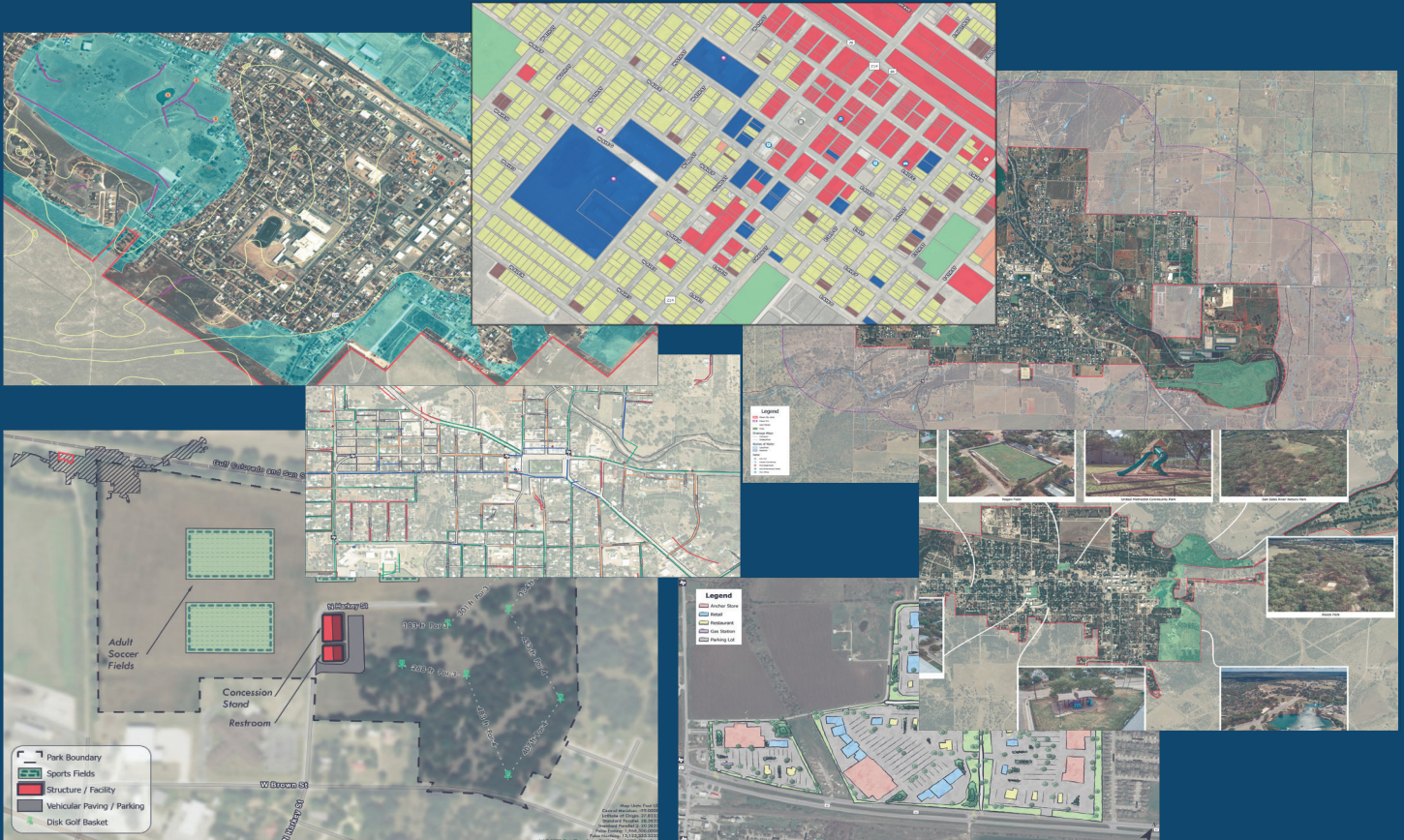
"Public Management, Inc. has been an excellent partner for Chambers County for more than a decade. Their team offers a wealth of knowledge and does an excellent job of guiding our County through the grant application, administration, and auditing process. They are always accessible and answer every question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

- Chambers County



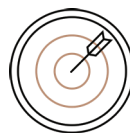
DECADES OF EXPERIENCE

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.



COMPREHENSIVE PLANNING

Our company has been developing comprehensive planning and mapping for jurisdictions all over Texas. Our team is familiar with the needs of rural Texas communities and is able to impart our experience into various planning efforts. From population and housing assessments, to utility studies and land uses, we are equipped with the right tools and expertise to provide sound planning services for the City.



SUCCESSFUL IMPLEMENTATION

The Public Management, Inc. Team has successfully secured and managed Community Development Block Grant (CDBG) comprehensive planning initiatives for over three decades. All planning initiatives provided valuable data, mapping, and forward thinking solutions to community needs. Our experience with CDBG funding, coupled with our planning and mapping expertise, make us well equipped to serve the City.



PERFORMANCE IN PERSPECTIVE

Public Management, Inc. is currently managing over 200 contracts totaling more than \$400 million across the State of Texas. Our Houston, Texas office leads all disaster recovery and mitigation efforts for the company. Our proximity to the coastal region allows for swift deployment of personnel to assist with all aspects of program implementation. The table below details all open Community Development Block Grant - Disaster Recovery / Mitigation contracts.

Client	Grant Award Amount	CDBG-DR		CDBG-MIT	
		Active	Closing	Active	Closing
Chambers County Contract #20-065-007-C010	\$ 3,063,783.00	X			
City of Anahuac Contract #20-065-017-C058	\$ 193,271.00		X		
City of Anahuac Contract #22-085-072-D331	\$ 3,593,572.00			X	
City of Baytown Contract #20-065-113-C310	\$ 1,785,864.00	X			
City of Baytown Contract #D2017-040	\$ 7,334,000.00	X			
City of Baytown Contract #22-085-012-D240	\$ 32,718,055.00			X	
City of Baytown Contract #22-082-020-D258	\$ 4,733,951.50			X	
City of Bevil Oaks Contract #20-065-147-C902	\$ 2,000,000.00	X			
City of Brenham Contract #22-085-049-D302	\$ 5,051,660.00			X	
City of Brenham Contract #22-082-023-D556	\$ 3,434,600.00			X	
City of Cleveland Contract #20-065-009-C002	\$ 323,161.00		X		
City of Conroe Contract #19-076-004-B353	\$ 1,680,000.00		X		
City of Conroe Contract #20-065-010-C027	\$ 391,453.00		X		
City of Cuero Contract #22-085-057-D314	\$ 4,372,734.00			X	
City of Dayton Contract #20-065-126-C437	\$ 498,578.00		X		
City of Dickinson Contract #20-065-029-C096	\$ 8,982,434.00	X			
City of Dickinson Contract #20-066-040-C259	\$ 9,219,828.00	X			
City of Dickinson Contract #22-085-004-D224	\$ 49,765,675.00			X	
City of El Campo Contract #22-085-016-D252	\$ 14,988,719.99			X	
City of Jersey Village Contract #19-076-011-B360	\$ 6,019,792.00		X		
City of Katy Contract #19-076-013-D362	\$ 407,850.00	X			
City of Katy Contract #20-065-137-C503	\$ 5,000,000.00	X			
City of Katy Contract #D2017-074	\$ 3,872,207.00	X			
City of La Porte Contract #19-231-000-B675	\$ 518,775.30		X		
City of La Porte Contract #D2014-044	\$ 4,127,270.00	X			
City of La Porte Contract #22-119-004-D374	\$ 11,400,009.38	X		X	
City of Liberty Contract #20-065-003-B965	\$ 420,912.00		X		
City of New Waverly Contract #20-065-015-C054	\$ 169,783.00		X		
City of New Waverly Contract #22-085-045-D298	\$ 6,667,862.00			X	
City of Oak Ridge North Contract #19-076-019-C368	\$ 840,000.00		X		
City of Pasadena Contract #22-085-001-D221	\$ 47,751,660.72			X	
City of Plum Grove Contract #20-065-117-C378	\$ 405,290.00		X		
City of Prairie View Contract #20-065-019-C065	\$ 742,016.00		X		
City of Sealy Contract #19-076-038-B691	\$ 2,013,320.87		X		
City of Sealy Contract #20-065-132-C443	\$ 356,750.00		X		
City of Willis Contract #19-076-030-B387	\$ 1,320,000.00		X		
City of Woodbranch Village Contract #20-065-125-C436	\$ 249,958.00	X			
City of Woodloch Contract #19-076-031-B388	\$ 720,000.00		X		
City of Woodloch Contract #20-065-040-C121	\$ 249,958.00	X			
Galveston Co. WCID #1 Contract #22-085-035-D219	\$ 8,189,000.00			X	
Total	\$ 255,573,753.76				



IN-DEPTH LOOK AT CDBG-MIT

The CDBG-MIT program provided Texas communities impacted by disaster events, from the floods of 2015 & 2016 and Hurricane Harvey, a unique opportunity to not only recover from these disasters but mitigate the impacts of future disasters. With over \$4.3 billion allocated to Texas for these efforts, the Texas General Land Office (GLO) developed a variety of programs to assist with recovery. The main funding opportunity for impacted jurisdictions occurred in the Fall of 2020 when the GLO accepted applications for an unprecedented \$1.2 billion competition. After receiving more than 300 applications for over \$6 billion, the GLO released award notifications in the Spring of 2021. The detail below covers Public Management, Inc.'s performance during the historic competition as well as highlights the services that are currently being provided.



APPLICATION PREPARATION

Our Team developed and submitted 24 applications for over \$634 million spanning 20 jurisdictions and impacting nearly 1 million calculated beneficiaries.



CONTRACT AWARDS

Of the 24 applications submitted 12 were awarded contracts totaling \$192 million. Given the fact that less than 1/3 of all applications submitted were awarded, our award ratio of 50% far exceeds the average within the State. This further proves the ability of our Team to understand these programs and deliver for our clients.



CONTRACT INITIATION

All 12 of our CDBG-MIT contracts have been initiated with Kick-off meetings with the GLO. 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 CDBG-MIT 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 GLO CDBG programs, as well as our familiarity with their System Management (TIGR), we have requested and received millions of dollars to cover the professional service costs (administration, engineering, environmental). We are able to effectively track the invoices and document the payments for the GLO to reimburse to our clients.



PROGRAM COMPLIANCE

All 12 of our CDBG-MIT contracts are in compliance with the GLO program requirements. Contract timelines remain unphased and we anticipate having all contracts under construction in the next 9 months.



CITY OF PASADENA

AWARDED \$47.7 MILLION
CDBG-MIT

Major drainage improvements in
North Pasadena.



CITY OF DICKINSON

AWARDED \$49.7 MILLION
CDBG-MIT

Two Phase Flood Diversion project to
move water into the Dickinson Bayou.



CITY OF BAYTOWN

AWARDED \$32.7 MILLION
CDBG-MIT Harvey &
\$7.3 million CDBG-MIT 2016 Flood

Complete site & system improvement at
East District WWTP &
Texas Avenue Drainage



CITY OF LA PORTE

AWARDED \$11.4 MILLION
CDBG-MIT

Major drainage improvements in
North Side of City.



CITY OF NEW WAVERLY

AWARDED \$6.6 MILLION
CDBG-MIT

Construct New WWTP



CITY OF ANAHUAC

AWARDED \$3.5 MILLION
CDBG-MIT

Water Treatment Plant
Improvements



CITY OF CUERO

AWARDED \$4.3 MILLION
CDBG-MIT

Water System Improvements
throughout the City



CITY OF EL CAMPO

AWARDED \$14.9 MILLION
CDBG-MIT

Tres Palacios River channel widening
& bridge replacement



CITY OF BRENNHAM

AWARDED \$5 MILLION
CDBG-MIT Harvey &
\$3.4 million CDBG-MIT 2016 Flood

Major drainage improvements at
various locations throught the City

MITIGATION IMPACT

The impact of our collective efforts not only improve critical infrastructure, but we are changing lives in the communities we serve.

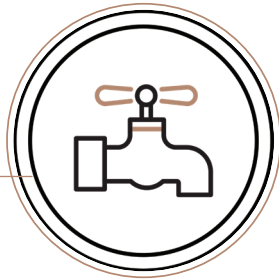
Beneficiaries



PROJECT BENEFICIARIES

Collectively, our projects are benefiting over 100,000 individuals and families. Project impact areas have been developed to provide maximum benefit.

Infrastructure



INFRASTRUCTURE IMPROVEMENTS

The proposed improvements include three (3) treatment plants, over 30 miles of drainage, over ten (10) miles of water lines, and two (2) detention ponds.

Regional Impact



LONG-TERM BENEFITS

During the project development phase our team evaluated projects that included holistic and regional impacts.

PATRICK K. WILTSHIRE

PRESIDENT



EXPERIENCE

JAN. 2015 - PRESENT
Public Management, Inc.

PRESIDENT

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



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

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

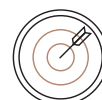
CHIEF OPERATIONS OFFICER



Managed or directed over \$500 million project initiatives

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

PROJECT MANAGER



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

EDUCATION

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

M.A. PUBLIC ADMINISTRATION

Areas of Concentration: Policy Analysis, Budgeting, Planning

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

B.A. CRIMINAL JUSTICE & SOCIOLOGY

Areas of Concentration: Sociology, Criminal Justice, & English

CONTACT



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



EMAIL
pwiltshire@publicmgt.com



PHONE
281-592-0439 x28

KENNETH J. COIGNET

VICE PRESIDENT



EXPERIENCE

JAN. 2015 - PRESENT
Public Management, Inc.

VICE PRESIDENT

Supervisory authority over all company business opportunities, including but not limited to, past, current, and future grant funded programs; past, current, and future clients; new business ventures; and business sustainability practices. The Business Development Director works closely with the CEO & CFO to develop potential business deals by analyzing market strategies, deal requirements, potential and financials. In addition, the Business Development Director develops negotiating strategies and positions by studying integration of new venture with company strategies and operations; examining risks and potentials; estimating partners' needs and goals.



Helped achieve programmatic improvements to planning program

NOV. 1999 - JAN. 2015
Public Management, Inc.

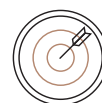
PROJECT MANAGER & PLANNER



Managed and directed over 50 comprehensive plans

NOV. 1998 - OCT. 1999
Public Management, Inc.

ASSISTANT PLANNER & HOUSING SPECIALIST



Serves as Business Development Director by identifying and developing business relationships with clients

EDUCATION

JUNE 1995 - DEC. 2001
Southwest Texas State Univ.
San Marcos, Texas

M.A. GEOGRAPHY

Areas of Concentration: Land/Area Development and Management

AUG. 1985 - DEC. 1991
Southwest Texas State Univ.
San Marcos, Texas

B.S. GEOGRAPHY

CONTACT



PUBLIC MANAGEMENT, INC.

P.O. Box 762648
San Antonio, TX 78245



EMAIL

kcoignet@publicmgt.com



PHONE

281-592-0439 x30



**PUBLIC
MANAGEMENT**
EST. 1982

WWW.PUBLICMGT.COM

MICHAEL MIGAUD

PROJECT MANAGER



EXPERIENCE

2020 - PRESENT
Public Management, Inc.

PROJECT MANAGER

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



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



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

2019 - 2020
The Texas Lyceum

HOUSING POLICY FELLOW



Envision Sustainability Professional (ENV SP) Certified

EDUCATION

AUG. 2018 - MAY 2020
Texas A&M University
College Station, Texas

MASTER OF PUBLIC ADMINISTRATION

Areas of Concentration: Public Policy Analysis and Analytical Methods

AUG. 2014 - MAY 2018
Texas A&M University
College Station, Texas

B.S. POLITICAL SCIENCE B.A. PHILOSOPHY

CONTACT



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



EMAIL
mmigaud@publicmgt.com



PHONE
281-592-0439 x34

THOMAS QUINTERO

PROJECT MANAGER & GIS TECHNICIAN



EXPERIENCE

MARCH 2021 - PRESENT
Public Management, Inc.

PROJECT MANAGER & GIS TECHNICIAN

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



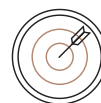
Currently managing community development and disaster recovery contracts totaling over \$90 million.



Provides all GIS Mapping and analytics for South East Texas Region

AUG. 2020 - MAR. 2021
City of Detroit

GIS ANALYST INTERN



Collects data, organizes, and maintains project files

MAY. 2020 - AUG. 2020
NASA DEVELOP

GIS ANALYST INTERN

EDUCATION

AUG. 2016 - MAY 2020
University of Texas at Austin
Austin, Texas

B.S. GEOLOGY, MINOR IN BUSINESS

CONTACT



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



EMAIL
tquintero@publicmgt.com



PHONE
281-592-0439 x27

PROPOSED COST OF SERVICES

"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



**PUBLIC
MANAGEMENT**
EST.1982



January 3, 2023

Evette Fannin
Grants Coordinator
City of Navasota
200 E. McAlpine Street
Navasota, Texas 77688

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

Dear Ms. Fannin:

Public Management, Inc.'s proposed fee for Planning and Administrative Services are based on the various planning elements described in the RFP and further detailed on the following page. Including all applicable planning elements, our proposed fee is \$225,000.00.

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

As detailed on the following page, our fee schedule and hourly rates are in-line with other established schedules by similar federal programs (FMEA, CDBG, etc.). Of this fee, our level of profit 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; 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



APPLICATION PREPARATION

There is no charge for application development, preparation, and submission. Public Management, Inc. performs application services free of charge when selected for Grant Administration Services.

PROJECT DELIVERY / ADMINISTRATIVE SERVICES

<u>Planning Element</u>	<u>Percentage</u>	<u>Total Fee</u>
Base mapping, Population Assessment & Projections	10.0%	\$22,500.00
Housing Inventory, Analysis & Plan	10.0%	\$22,500.00
Land Use Inventory, Analysis & Plan	10.0%	\$22,500.00
Infrastructure Assessment & Planning	25.0%	\$56,250.00
Capital Improvements Program	10.0%	\$22,500.00
Building Codes & Design Standards	5.0%	\$11,250.00
Zoning Ordinance Analysis & Adoption	5.0%	\$11,250.00
Flood Damage Prevention Ordinance	5.0%	\$11,250.00
Hazard Mitigation Assessment	10.0%	\$22,500.00
Public Involvement & Outreach	5.0%	\$11,250.00
General Administration	5.0%	\$11,250.00
Total	100%	\$225,000.00

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



RESILIENT COMMUNITIES PROGRAM

Texas General Land Office
Community Development & Revitalization

The Texas General Land Office (GLO) allocated up to \$100 million in Community Development Block Grant Mitigation (CDBG-MIT) funds for the Resilient Communities Program (RCP). The RCP will fund the development, adoption, and implementation of modern and resilient building codes and flood damage prevention ordinances to ensure that structures built within the community can withstand future hazards.

RCP launches June 1, 2022.

More information and the application are available at
recovery.texas.gov/rcp.

Communities are encouraged to also learn about RCP's companion program, the Local Hazard Mitigation Plans Program (LHMPP), which is actively accepting applications. Visit LHMPP's web page at recovery.texas.gov/mitigation/lhmpp.

► Eligibility Criteria

Applications will have a maximum of \$300,000 per applicant, first-come first-served.

At least 50% must address mitigation needs in the CDBG-MIT most impacted and distressed (MID) areas identified by the United States Department of Housing and Urban Development (HUD).

► Eligible Applicants

Units of local government (e.g., cities, counties, federally recognized tribes, and councils of governments) located in a CDBG-MIT eligible area. Entity must have legal authority to adopt and enforce the building code, zoning ordinance, land use plan, and/or comprehensive plan proposed in the RCP application.

Planning Activities

Develop, update, adopt, and implement:

- **BUILDING CODES** that meet or exceed International Residential Code (IRC) edition 2012;
- **FLOOD DAMAGE PREVENTION ORDINANCES**
 - Must require new structures to be at least 2-feet above base flood elevation;
- **ZONING ORDINANCES**
 - based upon a land use plan or comprehensive plan; and
- Forward-looking **LAND USE PLANS** and/or **COMPREHENSIVE PLANS** that integrate hazard mitigation planning.

Public Service Activities

Activities leading to an increase in community knowledge and/or the National Flood Insurance Program's voluntary Community Rating System's (CRS) incentive program.

Examples include education and outreach campaigns that alert communities and beneficiaries to mitigation opportunities and best practices.

Public Service activities must meet a HUD national objective.

► Technical Assistance

RCP staff is available to assist potential applicants with understanding how the program can best assist in meeting the needs of the community with regard to mitigation activities, such as modern building code adoption, that increase the resilience and reduce the likelihood of losses of life and property from future disasters.

 RCP Contact information: (512) 770-4900

 rcp.glo@recovery.texas.gov

APPROACH & METHODOLOGY

"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

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.



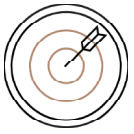
CONTRACT MANAGEMENT

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 \$500 million in disaster recovery initiatives.



PRE-FUNDING SERVICES

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

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.

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 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 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 toward building your community. 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 Client and any other appropriate service providers will allow the Team to act as the liaison in all matters concerning the project.

2. BASE PLANNING

Our Land Use, Housing, and Population planning services provide you with an understanding of your current housing needs and population status as well as both existing and future land uses. The Team will establish structure inventory, design policies, and determine land uses.

3. UTILITY STUDIES

Our water and wastewater planning services can help identify issue and provide solutions for strong community development. The Team will prepare maps showing infrastructure inventory, identify needs for future service, prepare list of project and proposed budgets, and identify financing to construct these projects.

4. STORM DRAINAGE ANALYSIS

Identify critical mitigation needs to fix what's not working today- and prepare for what the future may bring. Trust us to deliver a plan that combines solid data gathering and mapping with innovative and practical solutions to flood and drainage issues.

5. STREETS AND THOROUGHFARE ANALYSIS

Whether you're widening a major thoroughfare, building streets for new developments or planning for long-term maintenance, trust in our guidance. The Team will establish grade and inventory of all streets, determine current and future transportation system needs, set goals and objectives for future projects to address these needs.

6. ZONING REGULATIONS

See how to anticipate future growth while preserving a strong sense of community. Our zoning services can assist you with the development of necessary tools for smart, orderly growth in today's changing communities. The Team will protect the future development of the community by integrating ordinances with other existing land use regulations, set-aside public areas for future schools and parks, make certain that infrastructure is durable and reliable, and enhance property by ensuring proper development.

7. CAPITAL IMPROVEMENTS PROGRAM

Long before construction, we work with our clients to create a clear vision. From there, we help you plan, finance, and manage solutions that deliver maximum return on investment and facilitates positive growth. The Team will review all projects delineated in the aforementioned planing elements and prioritize them then establish opportunities to affordably finance projects based on the propitiation and timeline

8. BUILDING CODES & DESIGN STANDARDS:

Updating building codes and design standards to address modern development practices as well as encourage smart development will be critical to the community. This service will assess the regulatory impacts of development within disaster impacted areas as well as create a uniform development code that can be applied throughout the community.

9. HAZARD MITIGATION ASSESSMENT:

Hazard mitigation plans are critical to the communities preparation and response to disaster events. Our Team will review the current planning document that covers the Client and make recommendations for updates

10. PUBLIC INVOLVEMENT & OUTREACH:

Conduct community wide public meetings and surveys to determine mitigation needs and solicit citizen participation. Efforts will be aimed at encouraging participation of the entire community so the resulting planning documents will have maximum impact.

11. PARKS, RECREATION, AND OPEN SPACE:

Green spaces, community centers, and other projects can create gathering places, boost local property values and revitalize neighborhoods. Parks and recreation planning is essential for long-term health of a community. Our Team will provide a plan that addresses future needs and provides long-term solutions.

12. 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 Client's financial system.

13. ECONOMIC / MARKET ANALYSIS:

The Team will assess local and regional economic trends to determine market valuations and development opportunities. Understanding the local and regional market will allow the City to capitalize on targeted growth as well as deploy appropriate incentive packages.

14. 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. This includes processes that ensure the Client and its contractors make affirmative efforts to employ Section 3 Businesses, Minority Business Enterprises, and Small Business.

15. CONTRACT CLOSE-OUT ASSISTANCE:

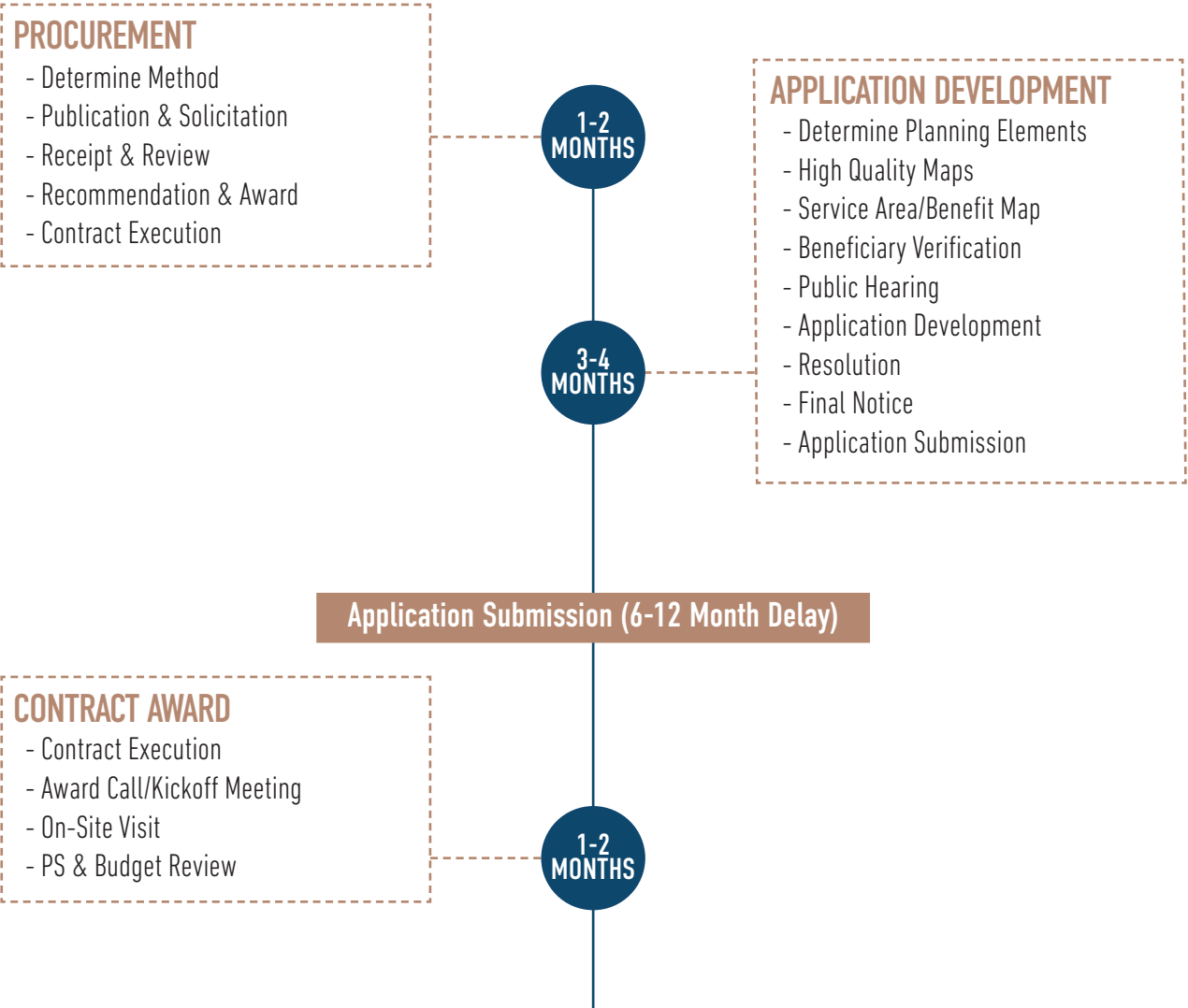
The Team will develop and maintain all necessary reports required by the funding agency to close out the project. This includes conducting final project inspections, evaluating contract completion documents, and coordinating stakeholder review. Lastly, the Team will work with the Client in preparing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

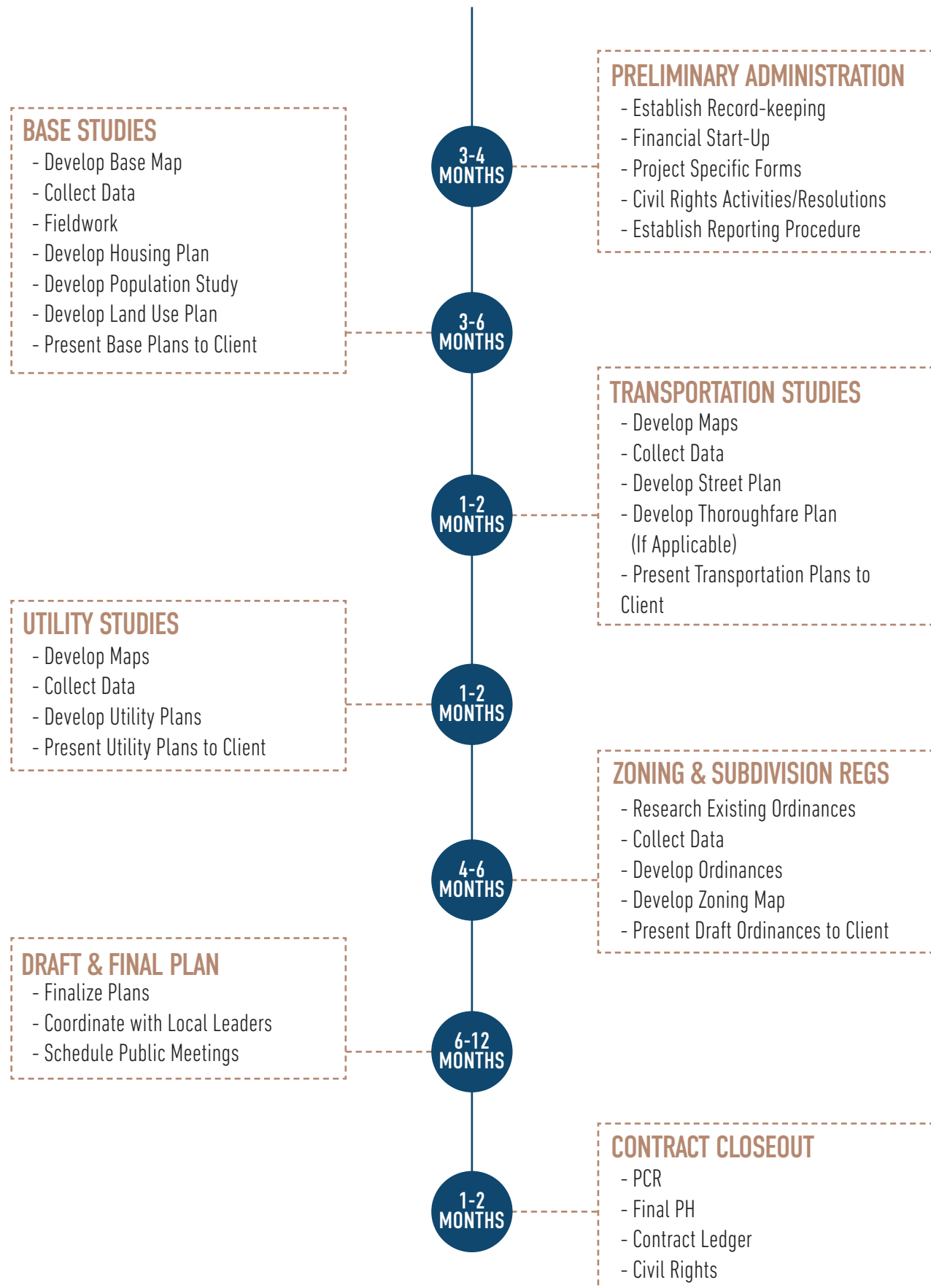
PROJECT APPROACH

The Team will utilize local and regional 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 Client will have access to the Team and our methodology ensures that the Client will be informed throughout the course of the project.

Our holistic approach to community needs and planning provide the Client 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.

PROJECT TIMELINE																																
ACTIVITY	DURATION IN MONTHS																															
	1	2	3	4	5	6	Application Submission (6-12 Month Delay)	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																																
Base Studies																																
Transportation Studies																																
Utility Studies																																
Zoning & Subdivision Regs.																																
Draft & Final Plan Adoption																																
Closeout																																





REFERENCES

"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

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

DEDICATION TO OUR CLIENTS

OUR SERVICE TO THE CITY OF BEAUMONT EMBODIES OUR COMMITMENT TO SUSTAINABLE COMMUNITIES. FROM RECONSTRUCTING PUBLIC FACILITIES TO SECURING FUNDING FOR MAJOR PUBLIC INFRASTRUCTURE PROJECTS, OUR TEAM HAS GUIDED THE CITY THROUGH SIGNIFICANT RECOVERY INITIATIVES.

CONTACT INFORMATION

Name: Bart Bartkowiak
Title: Director of Public Works
Phone: (409) 880-3752
Email: Bart.Bartkowiak@beaumonttexas.gov



REFERENCE:
**BEAUMONT,
TEXAS**

CLIENT CHALLENGES

Deteriorated critical infrastructure systems

Substantial budget restrictions

Threat of out-migration without maintaining services

OUR SOLUTIONS

Scoping sessions to understand current limitations and future goals

Identifying projects to have long-term impact

Strategically applying for funding to accomplish goals without overextending local resources

THE RESULTS

Assisted city accomplish identified goals

Obtained approximately \$62 million in grant funding

Helped to create a more sustainable community

DECADES OF COMMITMENT

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

REFERENCE:
**CHAMBERS
COUNTY,
TEXAS**



CONTACT INFORMATION

Name: Samantha Humphrey
Title: Dir. Economic Dev. & Grants
Phone: (409) 267-2695
Email: shumphrey@chamberstx.gov

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

CLIENT CHALLENGES

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

Offset local expenditures for infrastructure improvements

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

OUR SOLUTIONS

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

Coordinated long range planning initiatives

Align needs with funding mechanism

THE RESULTS

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

Secured over \$64 million

Substantial improvements to critical infrastructure.

REFERENCE:
DICKINSON,
TEXAS



CONTACT INFORMATION

Name: Chaise A. Cary
Title: Assistant City Manager
Phone: (281) 337-6286
Email: CCary@dickinsontexas.gov

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

FOCUSED ON SUSTAINABILITY

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

CLIENT CHALLENGES

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

Secure funding to cover budget shortfall

Guide decision-makers in planning and development of proposed projects

OUR SOLUTIONS

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

Incorporated results-oriented projects

Managed projects from planning through construction

THE RESULTS

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

Developed and constructed major infrastructure improvements to enhance sustainability

A healthier, more resilient community prepared for future development

GOAL DRIVEN

WE ARE ADMINISTERING AND ADVISING THE CITY OF PASADENA ON VARIOUS LARGE SCALE CAPITAL PROJECTS ASSOCIATED WITH NEARLY \$90 MILLION IN FEDERAL FUNDING. PASADENA EXEMPLIFIES THE DESIRED CLIENT RELATIONSHIP OF COMMITMENT TO ASSIST WITH ALL DISASTER RECOVERY AND PLANNING NEEDS.

REFERENCE:
PASADENA,
TEXAS



CONTACT INFORMATION

Name: Mark Gardemal, PE
Title: Dep. Director/Public Works
Phone: (713) 475-5573
Email: MGardemal@pasadenatx.gov

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

CLIENT CHALLENGES

Undersized and deteriorated drainage throughout town

Highly susceptible to flooding during major rain and disaster events

Impacted by every major disaster since Tropical Storm Allison

OUR SOLUTIONS

Understanding communities needs and resource limitations

Identifying and advising on various financing vehicles to meet needs

Navigating funding opportunities to address large scale flood mitigation initiatives.

THE RESULTS

Secured the third highest CDBG-MIT competition award of \$47.2 million for Flood mitigation

Selected to Administer the City's ARPA funds in the amount of \$40.1 million.

Providing comprehensive administration services for nearly \$90 million

**REFERENCE:
BAYTOWN
TEXAS**



SINCE 2008, PUBLIC MANAGEMENT, INC. HAS HELPED THE CITY OF BAYTOWN OBTAIN AND MANAGE APPROXIMATELY \$73 MILLION IN GRANT FUNDING. AIMED AT DISASTER RECOVERY AND MITIGATION, THE PUBLIC MANAGEMENT, INC. TEAM HAS GUIDED INITIATIVES FOR CRITICAL INFRASTRUCTURE RANGING FROM TREATMENT FACILITIES AND FLOOD MITIGATION.

CONTACT INFORMATION INFORMATION

Name: Andrea Brinkley
Title: Assistant Director CIP
Phone: (281) 420-7154
Email: Andrea.Brinkley@baytown.org

LONG-TERM RELATIONSHIP & RENEWED COMMITMENT

WE BUILD RELATIONSHIPS TO LAST DECADES BY COMMITTING OURSELVES
TO YOUR COMMUNITY DAILY

CLIENT CHALLENGES

Balance critical infrastructure needs amid conditions of coastal communities

Making the city more resilient

Incorporating long-term plan to identify capital improvements that guide project development

OUR SOLUTIONS

Applying for infrastructure grants for immediate needs

Facilitating and scheduling project coordination to ensure funding opportunities are met

Navigating the complicated grant application and program implementation phases to ensure compliance.

THE RESULTS

Maximized local funds by leveraging with no and low percentage matching grants

Reconstructed and hardened water and sewer systems to better handle frequent floods

Responded to every major disaster since 2008 with funding over \$73 million

REQUIRED FORMS

"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

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?

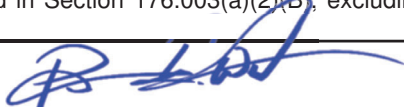
☐ Yes

☒ 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 

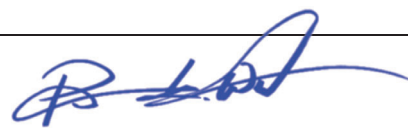
Signature of vendor doing business with the governmental entity

01/03/2023

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-MIT</u> CFDA Number, if applicable _____
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 <i>(if individual, last name, first name, MI):</i> <u>N/A</u>		b. Individuals Performing Services <i>(including address if different from No. 10a)</i> <i>(last name, first name, MI):</i> _____
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by 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>01/03/2023</u>
Federal Use Only		Authorized _____ for _____ Local _____ Standard Form – LLL (Rev. 7-97) Reproduction

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

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

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

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

Statement for Loan Guarantees and Loan Insurance

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

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

* APPLICANT'S ORGANIZATION

Public Management

* PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

Prefix:

* First Name:

Patrick

Middle Name:

* Last Name:

Wiltshire

Suffix:

* Title:

President and CEO

* SIGNATURE:



* DATE:

01/03/2023

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:

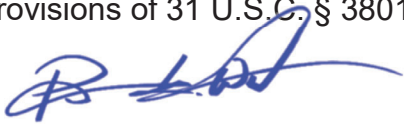
(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection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

01/03/2023

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

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

Certificate Number:
2023-967972

Date Filed:
01/03/2023

Date Acknowledged:

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

City of Navasota

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.

CDBG-MIT RCP
Administration & Planning Services

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

5 Check only if there is NO Interested Party.

☐

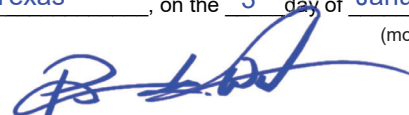
6 UNSWORN DECLARATION

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

My address is 3051 Coreopsis Court, 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 3 day of January, 2022.
(month) (year)



Signature of authorized agent of contracting business entity
(Declarant)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/28/2022

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 E-MAIL ADDRESS: soules@soulesinsurance.com		FAX (A/C, No): 936-756-6877
License#: 1814359 PUBLMAN-01		INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED Public Management Inc. 15355 Vantage Pkwy W Ste 108 Houston TX 77032		INSURER A: Twin City Fire Insurance Company		29459
		INSURER B: TEXAS MUTUAL INSURANCE COMPANY		22945
		INSURER C: Admiral Insurance Co.		24856
		INSURER D:		
		INSURER E:		
		INSURER F:		

COVERAGES**CERTIFICATE NUMBER:** 771172285**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"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			61SBABC6778	9/1/2022	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 <input type="checkbox"/> 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			EO00003595407	12/13/2022	12/13/2023	Each Claim \$1,000,000 Aggregate \$1,000,000

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

The General Liability, Automobile Liability & Professional Liability policies include blanket automatic additional insured endorsements (attached) that provides additional insured status to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such status.

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

CERTIFICATE HOLDER**CANCELLATION**

Evidence of Insurance

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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Sort by

Expiration Date Ascendin

PUBLIC MANAGEMENT INC ● Active Registration



Unique Entity ID:
DL1PFHMDM786

CAGE/NCAGE:
6QDN5

Doing Business As:
(blank)

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

Purpose of Registration:
All Awards

Expiration Date
Jul 27, 2023



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

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
Yes

NAICS Codes
541611

NAICS Title
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)

Exclusion Search Results 0 Total Results

Filter by:

Status	Excluded Individual
Active	Patrick Kelly Wiltshire,

SAMPLE CONTRACT

"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

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 NAVASOTA**, ("Client") for the purpose of retaining Consultant to render **Application Development, Administration, and Planning Services** to the Client for the Community Development Block Grant – Mitigation (CDBG-MIT) Resilient Communities Program (RCP) administered by the Texas General Land Office (GLO)

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 Consultant will prepare the application as directed by the Client to apply for available funding sources adherent to the state and federal agencies guidelines. The Consultant 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 other interested stakeholders;
- Evaluate project objective and develop timelines/milestones;
- 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

Comprehensive Planning Services

Base Planning: Our Land Use, Housing, and Population planning services provide you with an understanding of your current housing needs and population status as well as both existing and future land uses. These initial planning activates will address questions such as: *What do we do with dilapidated structures? How can we provide more safe, affordable housing? What is the best use of community property?* and, *what do population projections look like?* Determine what is the best future use of all the community's property. Establish regulatory control, if necessary, to ensure the proper development of the jurisdiction.

- Establish an inventory of all the structures.
- Design policies to sustain and to grow the housing stock.

- Set goals and a timeline to meet housing needs.
- Find ways to finance the development or redevelopment of affordable housing.
- Conduct field work and develop an inventory of current land uses.
- Confirm the acreage devoted to each land use.

Water Distribution & Wastewater Collection Analysis: Clean, plentiful water is the lifeblood of any community. Provide for your residents' health and safety—and then watch your city thrive. Our water and wastewater planning services can help identify issues and provide solutions for strong community development.

- Prepare maps showing an inventory of the lines and facilities of each system.
- Identify needs for future service.
- Prepare a list of projects to meet those needs with cost estimates.
- Look for financing to construct these projects in ways that are affordable to the community.

Storm Drainage Analysis: We specialize in the essentials, and infrastructure is no exception. Fix what's not working today—and prepare for whatever the future may bring. Protecting the community from flood hazards is the prime focus of our flood and drainage planning services. Trust Public Management, Inc. to deliver a plan that combines solid data gathering and mapping with innovative and practical solutions to flood and drainage issues.

- Establish an inventory showing the location of all key drainage facilities.
- Identify flooding problems and ways to correct them.
- Delineate projects for meeting drainage needs.
- Seek outside sources for financing such as disaster recovery funds and/or find alternatives for financing that are affordable for the fiscal year budget.

Street and Thoroughfare Analysis: Whether you're widening a major thoroughfare, maintaining existing streets, building streets for new development or planning for long-term maintenance, we can help.

- Establish and grade the inventory of the current streets and thoroughfares.
- Determine if the current system is meeting the needs for transportation in the community.
- Set goals and a timeline for future projects to meet any identified needs.
- Find alternatives for financing that are affordable for the fiscal year budget.

Zoning Ordinance: It's all about balance. See how to anticipate future growth while preserving a strong sense of community. Our subdivision and zoning ordinance planning services can assist you with the development of necessary tools for smart, orderly growth in today's changing communities.

- Protect the future development of the community by integrating ordinances with other existing land use regulation.
- Set aside public areas for future schools and parks.
- Make certain that infrastructure is durable and reliable.
- Enhance private property by ensuring the proper development of land use around it

Capital Improvements Program: Long before construction, we work with communities to create a clear vision. From there, we help you plan, finance and manage solutions that deliver maximum return on investment and facilitates positive growth.

- Establish opportunities to affordably finance projects based on the prioritization and the timeline.
- Review all projects delineated in the aforementioned planning elements and prioritize them.
- Determine the timeline on which they will be needed by the community.

Building Cods & Design Standards: Updating building codes and design standards to address modern development practices as well as encourage smart development will be critical to the community. This service will assess the regulatory impacts of development within disaster impacted areas as well as create a uniform development code that can be applied throughout the community. Service includes

- Inventory existing codes and development requirements.
- Document disaster impact areas and determine mitigation needs for development.
- See alternative development codes and design standards that will enhance and protect the community during disaster events

Flood Damage Prevention Ordinance: Assess flood damage impact within the community and determine necessary ordinances to mitigate these damages. The assessment will include the existing ordinances, sub-division ordinances, as well as building codes to determine other preventative measures to flood damage.

Hazard Mitigation Assessment: Hazard mitigation plans are critical to the communities preparation and response to disaster events. Our Team will review the current planning document that covers the Client and make recommendations for updates. Service includes:

- Hazard Mitigation Plan review.
- Plan updates which incorporate findings from updated land use, population, infrastructure analysis, and updated building codes and zoning to reflect revised hazard mitigation needs
- Assist the client with plan revision adoption and submission.

Public Involvement & Outreach: Conduct community wide public meetings and surveys to determine mitigation needs and solicit citizen participation. Efforts will be aimed at encouraging participation of the entire community so the resulting planning documents will have maximum impact. Service includes:

- Community public meetings.
- Audience-specific focus groups.
- Leadership interviews.
- Survey development and dissemination.

Contract Administration Services

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

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

Civil Rights Requirements: The Consultant 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 Consultant will be diligent and consistent in implementing the project's civil rights responsibilities and will undertake further action and reporting requirements.

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

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

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

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

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 **Community Development Block Grant - Mitigation (CDBG-MIT) Resilient Communities Program (RCP)** 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 **Community Development Block Grant – Mitigation (CDBG-MIT) Resilient Communities Program (RCP)** and in consideration of the foregoing, Client agrees to pay Consultant a fee not to exceed the maximum project costs on the table below. *The fee will be based on final grant award amount. Consultant reserves the right to renegotiate fees based on the type of project being pursued:*

<u>Planning Element</u>	<u>Percentage Factor</u>	<u>Total Fee</u>
Base mapping, Population Assessment & Projections	10.0%	\$22,500.00
Housing Inventory, Analysis & Plan	10.0%	\$22,500.00
Land Use Inventory, Analysis & Plan	10.0%	\$22,500.00
Infrastructure Assessment & Planning	25.0%	\$56,250.00
Capital Improvements Program	10.0%	\$22,500.00
Building Codes & Design Standards	5.0%	\$11,250.00
Zoning Ordinance Analysis & Adoption	5.0%	\$11,250.00
Flood Damage Prevention Ordinance	5.0%	\$11,250.00
Hazard Mitigation Assessment	10.0%	\$22,500.00
Public Involvement & Outreach	5.0%	\$11,250.00
General Administration	5.0%	\$11,250.00
Total	100%	\$225,000.00

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)**.*

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) and/or Federal Emergency Management Administration (FEMA), 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

CHIEF ELECTED OFFICIAL

ATTEST:

**Attachment I
Work Authorization**

For work associated to **The City of Navasota Contract No. #####**, and in consideration of the foregoing, Client agrees to pay Consultant a fee not to exceed:

Two Hundred Twenty-Five Thousand Dollars and 0/100 (\$225,000.00)

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

<u>Planning Element</u>	<u>Percentage</u>	<u>Total Fee</u>
Base mapping, Population Assessment & Projections	10.0%	\$22,500.00
Housing Inventory, Analysis & Plan	10.0%	\$22,500.00
Land Use Inventory, Analysis & Plan	10.0%	\$22,500.00
Infrastructure Assessment & Planning	25.0%	\$56,250.00
Capital Improvements Program	10.0%	\$22,500.00
Building Codes & Design Standards	5.0%	\$11,250.00
Zoning Ordinance Analysis & Adoption	5.0%	\$11,250.00
Flood Damage Prevention Ordinance	5.0%	\$11,250.00
Hazard Mitigation Assessment	10.0%	\$22,500.00
Public Involvement & Outreach	5.0%	\$11,250.00
General Administration	5.0%	\$11,250.00
Total	100%	\$225,000.00

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.

Attachment II
Corporate Hourly Rate & Fee Schedule

PUBLIC MANAGEMENT, INC.
2023 Hourly Rate

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

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, 2023. In January, 2024, 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:

a) 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.

b) 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.

c) 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 employees essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

d) The 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.

e) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, "Equal Employment Opportunity" and of the rules, regulations, and relevant orders of the Secretary of Labor.

f) The 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.

g) 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.

h) The Contractor will include the portion of the sentence immediately preceding paragraph (a) and the provisions of paragraphs (a) through (h) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The 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.

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.

"Section 3" Compliance in the Provision of Training, Employment and Business Opportunities (Limited to contracts greater than \$100,000)

a) The work to be performed under this contract is subject to the requirements of section 3 of the Federal Emergency Management Administration 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 FEMA assistance or FEMA-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 FEMA assistance for housing.

b) The parties to this contract agree to comply with FEMA's regulations in 24 CFR part 135, 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 135 regulations.

c) The Contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

d) The Contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an

e) applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The 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 135.

f) 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 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.

g) Noncompliance with FEMA's regulations in 24 CFR part 135 may result in sanctions, termination of this Agreement for default, and debarment or suspension from future FEMA assisted contracts.

h) With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this Agreement. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this Agreement that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

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 \$100,000)

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

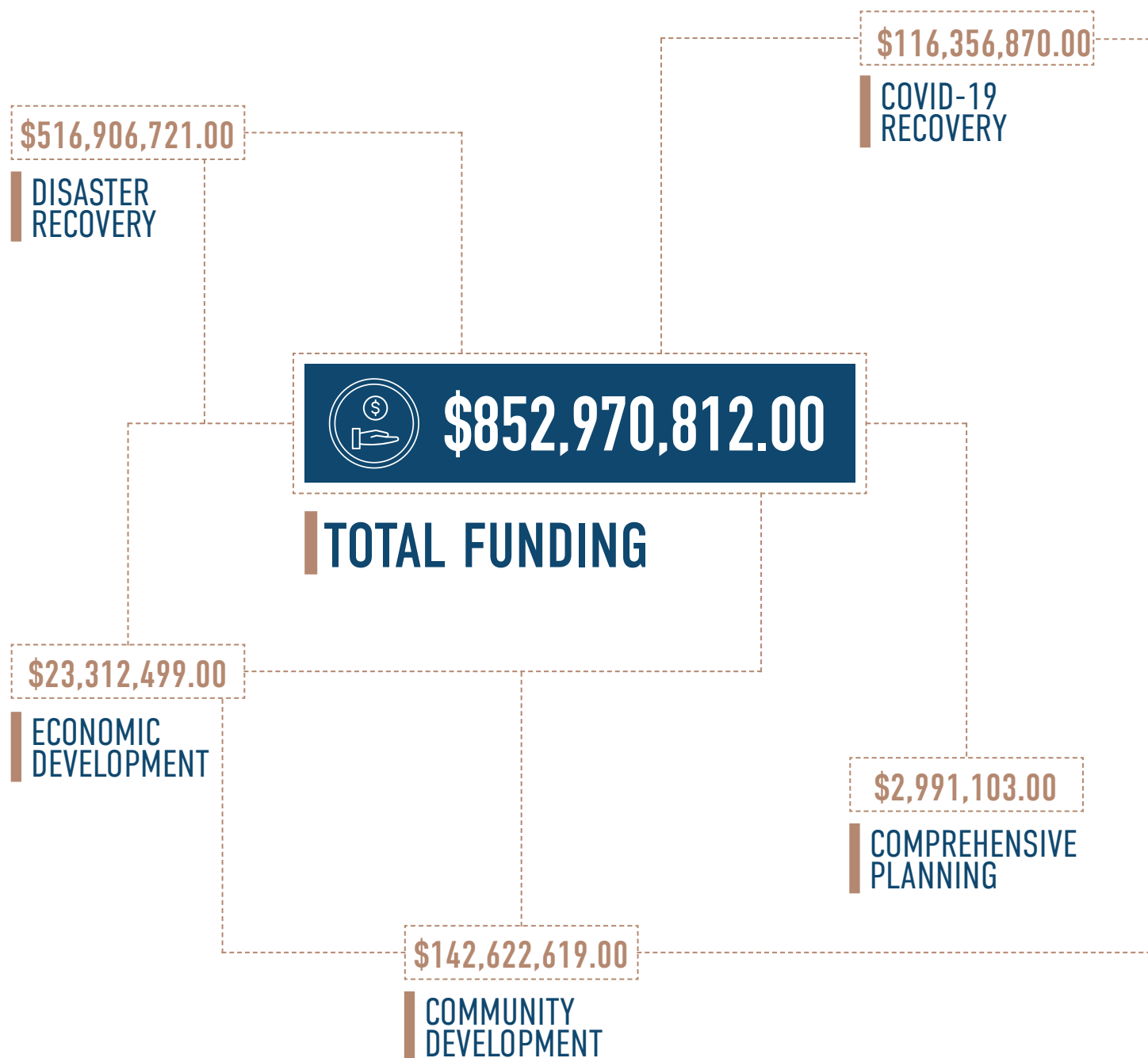
Pursuant to 24 CFR 85.26(i)(10) and (11), access shall be given by the Design Professional to the Owner, FEMA, the Comptroller General of the United States, or any of their duly authorized representatives, to any books, documents, papers, and records of the Design Professional which are directly pertinent 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.

ADDITIONAL INFORMATION

"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

EXPERIENCE SUMMARY



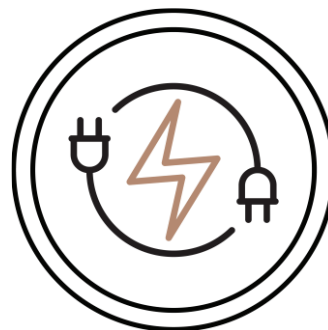
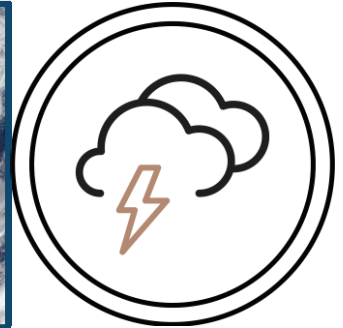
1982

PERFORMANCE PERIOD

PRESENT

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

OUR EXPERIENCE

\$116,356,870

COVID-19 Recovery

\$197,700,392

Water, Sewer, and Streets

\$206,164,776

Drainage and Flood Mitigation

\$87,677,608

Housing and Power Generation

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

OUR EXPERIENCE

\$132,120,532

Water and Sewer Projects

\$3,387,157

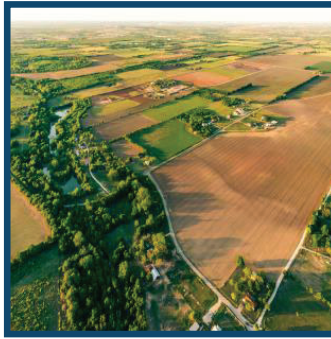
Parks and Flood Mitigation

\$6,424,288

Streets and Power Generation

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

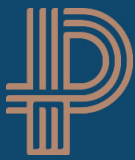




EXPERIENCE

A**B****C****D****E****F****G**

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	\$ -	\$ -	\$ 8,486,350.00	\$ -	\$ 9,686,350.00
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 Burkburnett	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	\$ -	\$ -	\$ -	\$ -	\$ 156,601.00	\$ 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	\$ 8,514,823.00	\$ 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	\$ 825,000.00	\$ 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	\$ 123,872.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 123,872.00
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	\$ -	\$ 89,071,502.00	\$ -	\$ 90,871,502.00
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	\$ -	\$ -	\$ -	\$ 14,988,720.00	\$ 2,859,202.00	\$ 19,475,332.00
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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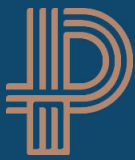
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Client	Performance Period	Community Development	Economic Development	Comprehensive Planning	Water Development Board	Disaster Recovery	COVID-19 Recovery	Total Funding
City of Granbury	2018-Present	\$ 275,000.00	\$ -	\$ -	\$ -	\$ -	\$ 2,658,743.00	\$ 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	\$ 120,000.00	\$ 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 Knollwood	2013-Present	\$ 475,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 475,000.00
City of Knox City	1989-2018	\$ 1,605,158.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,605,158.00
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	\$ 1,391,540.00	\$ 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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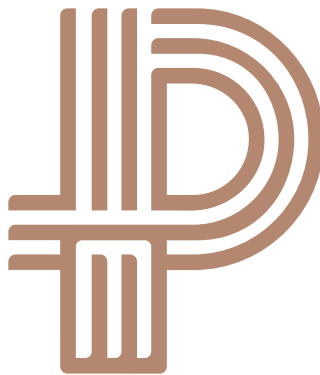
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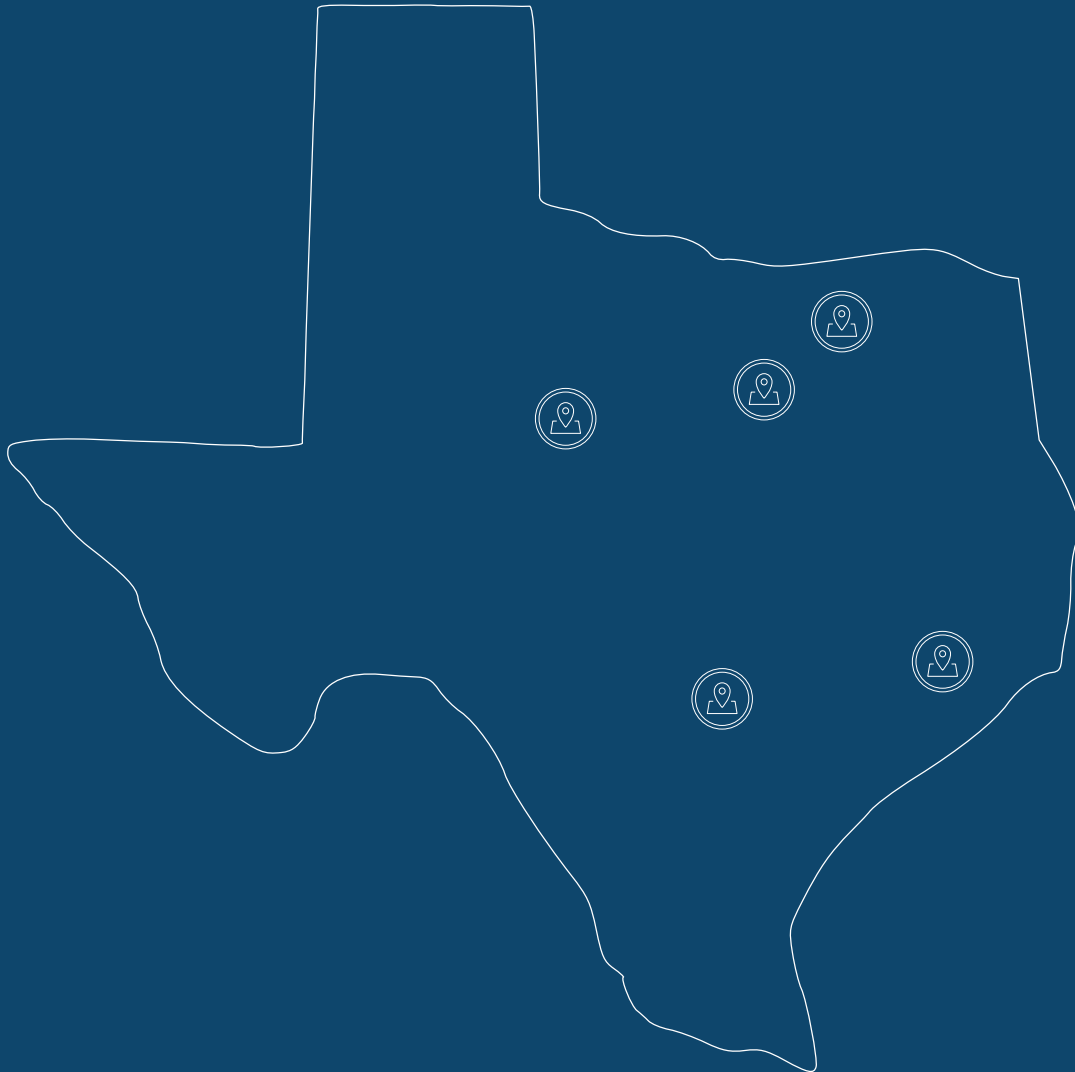
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Client	Performance Period	Community Development	Economic Development	Comprehensive Planning	Water Development Board	Disaster Recovery	COVID-19 Recovery	Total Funding
City of Paint Rock	1997-2017	\$ 2,691,470.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,691,470.00
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	\$ 265,000.00	\$ -	\$ 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 Stalon	2016-Present	\$ 275,000.00	\$ 250,000.00	\$ 64,100.00	\$ -	\$ -	\$ 1,459,549.00	\$ 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	\$ -	\$ -	\$ 790,437.00	\$ 1,905,742.00
City of Spur	1985-Present	\$ 862,724.00	\$ -	\$ 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	\$ 4,894,345.00	\$ 55,000.00	\$ -	\$ -	\$ -	\$ 8,705,375.00
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	\$ -	\$ -	\$ 606,580.00	\$ 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

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, Jonestown, 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



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Administration Professional Services Rating Sheet

Grant Recipient City of Alameda Name of Respondent Public Management
 Evaluator's Name Erin Fanning (EF) Luke Diordado (LD) Date of Rating January 11, 2023

Rate the Respondent of the Request For Proposal (RFP) by awarding points up to the maximum listed for each factor. Information necessary to assess the Respondent on these criteria may be gathered either from past experience with the Respondent and/or by contacting past/current clients of the Respondent. Respondents proposing to offer specific services (environmental or buyout only) will be scored only on those services.

Experience

<u>Factors</u>	<u>Max.Pts.</u>	<u>Score</u>
1. Related Experience / Background with federally funded, CDBG projects	15	<u>15</u>
2. Related Experience / Background with grant-funded comprehensive planning	15	<u>15</u>
3. Related experience/background with specific services:		<u>10</u>
a. Grant Administration and coordination with GLO	10	<u>8</u>
b. Disaster Recovery and Mitigation Project Management	10	<u>5</u>
4. References from current/past clients	5	
Subtotal, Experience	<u>55</u>	<u>53</u>

Work Performance

<u>Factors</u>	<u>Max.Pts.</u>	<u>Score</u>
1. Submits requests to client/GLO in a timely manner	5	<u>5</u>
2. Responds to client/GLO requests in a timely manner	5	<u>5</u>
3. Past client/GLO projects completed on schedule	5	<u>5</u>
4. Work product is consistently of high quality with low level of errors	5	<u>5</u>
5. Past client/GLO projects have low level of monitoring findings/concerns	5	<u>5</u>
6. Manages projects within budgetary constraints	5	
Subtotal, Performance	<u>30</u>	<u>30</u>

Capacity to Perform

<u>Factors</u>	<u>Max.Pts.</u>	<u>Score</u>
1. Qualifications / Experience of Staff		<u>3</u>
a. Grant Administrative	3	<u>3</u>
b. Comprehensive Planning	3	<u>2</u>
2. Present and Projected Workloads	2	<u>2</u>
3. Demonstrated understanding of scope of the RCP Project	2	
Subtotal, Capacity to Perform	<u>10</u>	<u>10</u>

Proposed Cost

<u>Factors</u>	<u>Max.Pts.</u>	<u>Score</u>
Proposed cost is in line with independent estimate and compared with all cost proposals received	5	
A = Lowest Proposal <u>\$225,000</u> A + B X 5 = Respondent's Score	5	<u>5</u>
B = Respondent's Proposal <u>\$225,000</u>		

TOTAL SCORE

<u>Factors</u>	<u>Max.Pts.</u>	<u>Score</u>
<input type="checkbox"/> Experience	55	<u>53</u>
<input type="checkbox"/> Work Performance	30	<u>30</u>
<input type="checkbox"/> Capacity to Perform	10	<u>10</u>
<input type="checkbox"/> Proposed Cost	5	<u>5</u>
Total Score	<u>100</u>	<u>98</u>



REQUEST FOR CITY COUNCIL AGENDA ITEM #11

Agenda Date Requested: <u>January 23, 2023</u>	Appropriation
Requested By: <u>Mike Mize, Chief</u>	Source of Funds: <u>N/A</u>
Department: <u>Police</u>	Account Number: <u>N/A</u>
<input checked="" type="radio"/> Report <input type="radio"/> Resolution <input type="radio"/> Ordinance	Amount Budgeted: <u>N/A</u>
	Amount Requested: <u>N/A</u>
	Budgeted Item: <input type="radio"/> Yes <input checked="" type="radio"/> No

Exhibits: Navasota Police Department's 2022 Racial Profiling Data Report

AGENDA ITEM #11

Consideration and possible action on the Navasota Police Department's 2022 Racial Profiling Data Report.

SUMMARY & RECOMMENDATION

Senate Bill 1074 requires the Navasota Police Department to submit to the governing body of each municipality served by the agency an annual report of information collected regarding information relating to traffic stops in which a citation is issued and arrests resulting from those traffic stops including the race or ethnicity of the individual detained and whether a search was conducted and, if so, whether the person detained consented to the search.

Staff recommends report to be placed on file after acceptance by the City Council.

ACTION REQUIRED BY CITY COUNCIL

Review and acceptance of the Navasota Police Department's 2022 Racial Profiling Data Report.

Approved for the City Council meeting agenda



Jason B. Weeks, City Manager

1/17/23

Date



**Navasota Police Department
Annual Contact Data Report
2022**

General Contact Information

Navasota Police Department
P O Box 910
200 E McAlpine
Navasota, TX 77868
936-825-6124 Admin Line
936-825-6410 Police Line
936-825-7280 Fax Line
www.navasotatx.gov

Chief of Police: Michael Mize

Racial Profiling Statement

The chief administrator affirms that the agency has a policy in place in accordance with Texas Code of Criminal Procedure §2.132, and that the policy:

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

(B) the governing body of each county or municipality served by the agency, if the agency is an agency of a county, municipality, or other political subdivision of the state.

The Navasota Police Department has satisfied the statutory data audit requirements as prescribed in Article 2.133(c), Code of Criminal Procedure during the reporting period.

Training

In compliance with the Texas Racial Profiling Law, the Navasota Police Department has asked that all its officers adhere to all Texas Commission on Law Enforcement (TCOLE) training and the Law Enforcement Management Institute of Texas (LEMIT) requirements as mandated by law.

All officers from the Navasota Police Department have been asked to complete a TCOLE training and education program on racial profiling not later than the second anniversary of the date the officer is licensed under Chapter 1701 of the Texas Occupations Code or the date the officer applies for an intermediate proficiency certificate, whichever date is earlier.

To date, all sworn officers of the Navasota Police Department have completed the TCOLE required racial profiling training course.

The chief of police, as part of the initial training and continued education for such appointment, will attend the LEMIT program on racial profiling. This will fulfill the training requirement as specified in the Education Code (96.641) of the Texas Racial Profiling Training Law.

Complaints of Racial Profiling

The Navasota Police Department did not receive any complaints on any members of its police force, for having violated the Texas Racial Profiling Law during the time period of 01/01/22 – 12/31/22.

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

Summary Statement

The findings suggest that the Navasota Police Department does not currently experience a problem regarding racial profiling practices. This is supported by the fact that it has not received complaints from community members regarding officers' misconduct associated with racial profiling practices.

The continuing effort to collect police contact data will assure an on-going evaluation of the Navasota Police Department practices. Thus, allowing for the citizens of the Navasota community to benefit from professional and courteous service from their police department.

Brochures with additional information concerning racial profiling, including how to make a compliment or complaint, are located in the City Hall lobby, located at 200 East McAlpine, Navasota, Texas. Compliments or complaints may also be submitted online at www.navasotatx.gov. Questions regarding these findings should be directed to Chief Mize at (936) 825-6124.

Racial Profiling Report | Full report

NAVASOTA POLICE DEPARTMENT

Module(s): All

Call Type(s): All

Date Range: From 1/1/2022 To 12/31/2022

Motor Vehicle Racial Profiling Information

Total stops: 2269

Street address or approximate location of the stop

City street: 1436

US highway: 0

State highway: 818

County road: 3

Private property or other: 12

Was race or ethnicity known prior to stop?

Yes: 39

No: 2230

Race or ethnicity

Alaska Native / American Indian: 11

Asian / Pacific Islander: 53

Black: 595

White: 948

Hispanic / Latino: 662

Gender

Female:

Total 755

Alaska Native / American Indian 2 Asian / Pacific Islander 4 Black 201

White 332 Hispanic / Latino 216

Male:

Total 1514

Alaska Native / American Indian 9 Asian / Pacific Islander 49 Black 394

White 616 Hispanic / Latino 446

Reason for stop?

Violation of law:

Total 219

Alaska Native / American Indian 0 Asian / Pacific Islander 3 Black 65
White 88 Hispanic / Latino 63

Pre-existing knowledge:

Total 23

Alaska Native / American Indian 0 Asian / Pacific Islander 0 Black 12
White 8 Hispanic / Latino 3

Moving traffic violation:

Total 1608

Alaska Native / American Indian 11 Asian / Pacific Islander 43 Black 384
White 701 Hispanic / Latino 469

Vehicle traffic violation:

Total 419

Alaska Native / American Indian 0 Asian / Pacific Islander 7 Black 134
White 151 Hispanic / Latino 127

Was a search conducted?

Yes:

Total 99

Alaska Native / American Indian 0 Asian / Pacific Islander 1 Black 53
White 19 Hispanic / Latino 26

No:

Total 2170

Alaska Native / American Indian 11 Asian / Pacific Islander 52 Black 542
White 929 Hispanic / Latino 636

Reason for search?

Consent:

Total 24

Alaska Native / American Indian 0 Asian / Pacific Islander 1 Black 11
White 6 Hispanic / Latino 6

Contraband:

Total 2

Alaska Native / American Indian 0 Asian / Pacific Islander 0 Black 0
White 2 Hispanic / Latino 0

Probable cause:

Total 52
Alaska Native / American Indian 0 Asian / Pacific Islander 0 Black 29
White 8 Hispanic / Latino 15

Inventory:

Total 14
Alaska Native / American Indian 0 Asian / Pacific Islander 0 Black 8
White 2 Hispanic / Latino 4

Incident to arrest:

Total 7
Alaska Native / American Indian 0 Asian / Pacific Islander 0 Black 5
White 1 Hispanic / Latino 1

Was Contraband discovered?

Yes:

Total 46

Did the finding result in arrest (total should equal previous column)?

Alaska Native / American Indian: 0
Asian / Pacific Islander: 0
Black: 23
White: 9
Hispanic / Latino: 14

Yes: 0 No: 0
Yes: 0 No: 0
Yes: 12 No: 11
Yes: 5 No: 4
Yes: 10 No: 4

No:

Total 53
Alaska Native / American Indian 0 Asian / Pacific Islander 1 Black 30
White 10 Hispanic / Latino 12

Description of Contraband

Drugs:

Total 31
Alaska Native / American Indian 0 Asian / Pacific Islander 0 Black 17
White 4 Hispanic / Latino 10

Currency:

Total 0

Alaska Native / American Indian 0 Asian / Pacific Islander 0 Black 0
White 0 Hispanic / Latino 0

Weapons:

Total 6

Alaska Native / American Indian 0 Asian / Pacific Islander 0 Black 2
White 3 Hispanic / Latino 1

Alcohol:

Total 5

Alaska Native / American Indian 0 Asian / Pacific Islander 0 Black 1
White 1 Hispanic / Latino 3

Stolen property:

Total 0

Alaska Native / American Indian 0 Asian / Pacific Islander 0 Black 0
White 0 Hispanic / Latino 0

Other:

Total 4

Alaska Native / American Indian 0 Asian / Pacific Islander 0 Black 3
White 1 Hispanic / Latino 0

Result of the stop

Verbal warning:

Total 37

Alaska Native / American Indian 0 Asian / Pacific Islander 0 Black 10
White 12 Hispanic / Latino 15

Written warning:

Total 1498

Alaska Native / American Indian 8 Asian / Pacific Islander 29 Black 365
White 716 Hispanic / Latino 380

Citation:

Total 685

Alaska Native / American Indian 3 Asian / Pacific Islander 24 Black 195
White 209 Hispanic / Latino 254

Written warning and arrest:

Total 16

Alaska Native / American Indian 0 Asian / Pacific Islander 0 Black 8
White 5 Hispanic / Latino 3

Citation and arrest:

Total 20

Alaska Native / American Indian 0 Asian / Pacific Islander 0 Black 9
White 3 Hispanic / Latino 8

Arrest:

Total 13

Alaska Native / American Indian 0 Asian / Pacific Islander 0 Black 8
White 3 Hispanic / Latino 2

Arrest based on

Violation of the Penal Code:

Total 32

Alaska Native / American Indian 0 Asian / Pacific Islander 0 Black 15
White 7 Hispanic / Latino 10

Violation of Traffic Law:

Total 3

Alaska Native / American Indian 0 Asian / Pacific Islander 0 Black 1
White 0 Hispanic / Latino 2

Violation of City Ordinance:

Total 0

Alaska Native / American Indian 0 Asian / Pacific Islander 0 Black 0
White 0 Hispanic / Latino 0

Outstanding Warrant:

Total 14

Alaska Native / American Indian 0 Asian / Pacific Islander 0 Black 9
White 4 Hispanic / Latino 1

Was physical force resulting in bodily injury used during stop?

Yes:

Total 0

Alaska Native / American Indian 0 Asian / Pacific Islander 0 Black 0
White 0 Hispanic / Latino 0

No:

Total 2269

Alaska Native / American Indian 11 Asian / Pacific Islander 53 Black 595
White 948 Hispanic / Latino 662

Number of complaints of racial profiling

Total 0

Resulted in disciplinary action 0

Did not result in disciplinary action 0

Submitted electronically to the



The Texas Commission on Law Enforcement



Navasota Police Department

200 E. McAlpine / P. O. Box 910
Navasota, Texas 77868
Office: 936-825-6124 Fax: 936-825-7280



Comparative Analysis

January 1, 2022 - December 31, 2022

Table 1. Citizen Contacts and U.S. Census Data of Navasota Population by Race

Race/Ethnicity*	Contacts**		Census Data		Variance	
	N	%	N	%	N	%
Caucasian	948	41.78	3359	42.0	2411	.22
Hispanic/Latino	662	29.18	2567	32.1	1905	2.92
African	595	26.22	1816	22.7	1221	-3.52
Asian	53	02.34	0	0	-53	-2.34
Native American	11	00.48	0	0	-11	-.48
Other	0	0	256	3.2	256	3.2
Total	2269		7998			

*Race/Ethnicity are defined by Senate Bill 1074 as being of a “particular descent, including Caucasian, African, Hispanic, Asian, or Native American”.

**Contact figures include residential and non- residential contacts.

Table 2. Comparison of Contacts and U.S. Census Data of Navasota by Gender

Male/Female	Contacts*		Census Data		Variance	
	N	%	N	%	N	%
Female	755	33.27	4305	53.8	3550	20.53
Male	1514	66.73	3693	46.2	2179	-20.53
Total	2269		7998			

*Contact figures include residential and non- residential contacts.

Table 3. Number of complaints of racial profiling

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



REQUEST FOR CITY COUNCIL AGENDA ITEM #12

Agenda Date Requested: January 23, 2023
Requested By: Susie Homeyer, City Secretary
Department: Administration
☒ Report ☐ Resolution ☐ Ordinance

Exhibits: Contract for water well survey;
Resolution No. 726-23; Resolution No. 727-23;
TIRZ Final Project & Finance Plan; Zima Quote
for Clarifier; and Teal Services
Quote for Clarifier Labor

Appropriation	
Source of Funds:	<u>N/A</u>
Account Number:	<u>N/A</u>
Amount Budgeted:	<u>N/A</u>
Amount Requested:	<u>N/A</u>
Budgeted Item:	<input checked="" type="radio"/> Yes <input type="radio"/> No

AGENDA ITEM #12

Consent agenda items are:

- A. Authorize the City Manager to enter into an agreement with R. W. Harden & Associates to provide hydrogeologic consulting services and performing a groundwater availability study for the City of Navasota in the amount of \$22,400.00.
- B. Approve Resolution No. 726-23, supporting the City of Navasota Public Safety Office (PSO) grant application for the purchase of bullet proof shields for the Navasota Police Department.
- C. Approve Resolution No. 727-23, accepting the water, wastewater, natural gas, street, and storm drainage improvements of Phase Four in Pecan Lakes Estates Subdivision, except for the entrance signage, common areas and open channel storm drainage improvements, in the City of Navasota, Grimes County Texas.
- D. Approve the Final Project & Finance Plan for the City of Navasota Tax Increment Re-investment Zone One.
- E. Approve a contract between the City of Navasota and Zima Corporation in the amount of \$73,602.00 for the purchase of materials and associated items related to emergency repairs to the clarifier and other equipment at the City's Wastewater Treatment Plant, as authorized by Section 252.022(a)(3), Texas Local Government Code, as a procurement necessary because of unforeseen damage to public machinery, equipment, or other property caused by the December 2022 winter weather.

- F. Approve a contract between the City of Navasota and Teal Services, LLC in the amount of \$47,832.00 for the purchase of materials and associated items related to emergency repairs to the clarifier and other equipment at the City's Wastewater Treatment Plant, as authorized by Section 252.022(a)(3), Texas Local Government Code, as a procurement necessary because of unforeseen damage to public machinery, equipment, or other property caused by the December 2022 winter weather.**

SUMMARY & RECOMMENDATION

Consent agenda items may be acted upon with one motion and vote. No separate discussion or action is necessary unless requested by the Mayor or City Councilmember, in which event the item will be removed from the Consent Agenda for separate discussion and/or action by the City Council as part of the regular agenda.

A: Before beginning the Water Well CIP for FY2022-23, staff needed to engage a firm to assist with locating a water well site as well as conducting a water well survey to determine current and future groundwater needs for Navasota. Therefore, this has been placed on the consent agenda for approval to allow the City Manager to enter into a contract with R. W. Harden & Associates to provide hydrogeologic consulting services.

B: Staff has placed Resolution No. 726-23, supporting the City of Navasota application for the Public Safety Office grant for bullet-resistant shields. This has been placed on the consent agenda due to no funding match is required and this will aid Navasota Police Department in the area of officer safety.

C: Staff has placed the Final Project & Finance Plan for the TIRZ Number One on the consent agenda for approval.

D: Staff has placed Resolution No. 727-23, accepting infrastructure (water, wastewater, natural gas, streets, and stormwater drainage in Pecan Lakes, Phase 4 on the consent agenda for approval.

E: Staff has placed the emergency repairs at the wastewater treatment plant on the consent agenda. This item approves a contract between the City of Navasota and Zima Corporation in the amount of \$73,602 for the purchase of materials and production of a replacement 90' clarifier that was damaged during Winter Storm Elliott Christmas weekend 2022.

F: Staff has placed the emergency repairs at the wastewater treatment plant on the consent agenda. This item approves a contract between the City of Navasota and Teal Services, LLC in the amount of \$47,832 for the installation of the replacement clarifier that was damaged during Winter Storm Elliott Christmas weekend 2022.

ACTION REQUIRED BY CITY COUNCIL

Approve Consent Agenda: Authorize the City Manager to enter into an agreement with R. W. Harden & Associates to provide hydrogeologic consulting services and performing a groundwater availability study for the City of Navasota in the amount of \$22,400.00; Approve Resolution No. 726-23 in support of applying for the Bullet-Resistant Shields grant; Approve Resolution No. 727-23 accepting infrastructure at Pecan Lakes, Phase 4; Approve the Final Project & Finance Plan for the City of Navasota Tax Increment Re-investment Zone One; and Approve a contract between the City of Navasota and Zima Corporation in the amount of \$73,602.00 for the purchase of materials and associated items related to emergency repairs to the clarifier and other equipment at the City's Wastewater Treatment Plant as well as a contract between the City of Navasota and Teal Services LLC in the amount of \$47,832 for the installation of the replacement clarifier, as authorized by Section 252.022(a)(3), Texas Local Government Code, as a procurement necessary because of unforeseen damage to public machinery, equipment, or other property caused by the December 2022 winter weather.

Approved for the City Council meeting agenda



Jason B. Weeks, City Manager

1/17/23

Date



REQUEST FOR CITY COUNCIL AGENDA ITEM #12A

Agenda Date Requested: <u>January 23, 2023</u>	Appropriation
Requested By: <u>Jennifer Reyna, Director</u>	Source of Funds: <u>200 - Water Fund</u>
Department: <u>Public Works</u>	Account Number: <u>200-510-910.00</u>
<input checked="" type="radio"/> Report <input type="radio"/> Resolution <input type="radio"/> Ordinance	Amount Budgeted: <u>\$2,000,000</u>
	Amount Requested: <u>\$22,400</u>
	Budgeted Item: <input checked="" type="radio"/> Yes <input type="radio"/> No

Exhibits: Agreement - R.W. Harden & Associates INC.

AGENDA ITEM #12A

Authorize the City Manager to enter into an agreement with R. W. Harden & Associates to provide hydrogeologic consulting services and performing a groundwater availability study for the City of Navasota in the amount of \$22,400.00.

SUMMARY & RECOMMENDATION

During the fiscal year 2022-23 budget process, City Council approved the addition of a new water well as part of the capital improvement plan (CIP) in the amount of \$2 million. The City of Navasota needs additional water supplies ranging up to 1,200 gallons per minute (gpm). Therefore, the city needs to engage a specialized firm to assist in locating the needed water well and to assist with determining water capacity needs. The focus of this hydrogeologic study is to determine if the additional capacity can be met with local groundwater resources and, if so, to estimate the number of wells required to meet that demand. R. W. Harden & Associates understands staff has been working with Bleyl Engineering. Bleyl Engineering has provided a proposed well development site about one mile east of the City along Highway 90. R. W. Harden & Associates will evaluate this site as well as the surrounding area within the City to identify potentially favorable production areas to meet the City's long-term water demands in terms of aquifer yield and quality of groundwater.

Staff recommends City Council approving the agreement with R. W. Harden & Associates to assist the city with the water well needs of Navasota.

ACTION REQUIRED BY CITY COUNCIL

Authorize the City Manager to enter into an agreement with R. W. Harden & Associates to provide hydrogeologic consulting services and performing a groundwater availability study for the City of Navasota in the amount of \$22,400.00.

Approved for the City Council meeting agenda

Jason Weeks

Jason B. Weeks, City Manager

1/17/23

Date

CONTRACT FOR SERVICES OF R. W. HARDEN & ASSOCIATES, INC.

THIS CONTRACT is effective _____ and is made by and between R. W. Harden & Associates, Inc. (hereinafter called "RWH&A") and _____ City of Navasota _____ (hereinafter called "CLIENT").

WITNESSETH:

SECTION 1. STATEMENT OF WORK. CLIENT desires to engage RWH&A to provide certain technical and advisory services that will be governed by the terms of this contract. The services to be provided are described in Exhibit A, attached hereto and incorporated herein by this reference. Subsequent services, if any, are to be mutually agreed upon between the CLIENT and RWH&A from time to time and as the work progresses.

SECTION 2. TERM. This Contract shall remain in force until December 31, 2023 unless sooner terminated in accordance with SECTION 10, or unless extended by mutual written agreement of the parties.

SECTION 3. INDEPENDENT CONSULTANT. RWH&A's relationship to CLIENT is that of an independent consultant and not that of an agent or employee of CLIENT. RWH&A is not to be deemed an employee of CLIENT, and RWH&A shall not have or claim any right arising from employee status. RWH&A has the sole discretion to determine the manner in which the services are to be performed. However, CLIENT retains the right to exercise final judgment with respect to the ultimate development of the work product and the responsibility for such development.

SECTION 4. COMPENSATION. CLIENT shall compensate RWH&A for services provided under this Contract on a time and materials basis, described as follows:

- A. RWH&A agrees to undertake and to exert its best efforts to complete its work on the project per Exhibit A and within an estimated amount of \$ 22,400 (twenty-two thousand four hundred). In the event anticipated charges will exceed the total amount authorized in the Contract, RWH&A will suspend work until a revised amount has been mutually established and made a part of the Contract. If total charges for the project are less than the total amount authorized in the Contract, CLIENT will be billed for only the total charges so accrued.
- B. CLIENT agrees, as described herein, to pay RWH&A the charges to the project. Such charges shall include: fees for RWH&A's professional and technical staff for the time actually worked on the project at the rates set out in Exhibit B (incorporated herein by this reference); and direct expenses, including charges for reproduction, transportation, meals and lodging, parking and taxi fares, long distance telephone, printing, maps and photographs, field supplies, equipment rental, shipping, test drilling, well construction, and testing laboratories, and other expenses required for performance at the rates set out in Exhibit B.

SECTION 5. INVOICING AND PAYMENT. RWH&A shall submit a monthly invoice to CLIENT covering all sums payable to RWH&A hereunder for the preceding month. Invoices will show: (1) Contract number and P. O. Number, as applicable; and (2) a summary of charges for services and direct expenses.

- A. Within thirty (30) days after receiving an invoice, CLIENT shall pay all undisputed invoice amounts plus or minus any adjustments that are mutually agreed upon. If any amount owed by CLIENT to RWH&A remains past due after forty-five (45) days from submittal of said invoice to CLIENT, a late charge on the amount owed of one and one half percent (1 1/2%) per month, or the maximum legal rate, whichever is lower, shall be paid by CLIENT. Such interest shall accrue beginning on the forty-sixth (46th) day after submittal of said invoice to CLIENT and shall cease accruing interest upon payment of the amount owed by CLIENT to RWH&A.

- B. If CLIENT fails to make any payment due RWH&A for services and expenses within thirty (30) days after receipt of RWH&A's invoice therefor, RWH&A may, after giving seven (7) days written notice to CLIENT, suspend services under this Contract until RWH&A has been paid all undisputed amounts due for services and expenses.

SECTION 6. INDEMNITY. RWH&A agrees to indemnify CLIENT, its directors, employees, and officers, from and against only those direct claims, causes of action, liabilities, costs or expenses, including reasonable attorney's fees finally awarded pursuant to the final judgment of a court attributable directly to bodily injury, death or property damage, which CLIENT incurs and which arises directly and to the extent they are caused by RWH&A's negligent act, error or omission occurring during the performance of this Contract. This indemnity shall not apply in the event CLIENT fails to give RWH&A prompt written notice of such claims or fails to provide RWH&A reasonable assistance in defense or settlement of such claims.

SECTION 7. INSURANCE. RWH&A shall provide, at its own expense and maintain during the term of this Contract, insurance covering RWH&A's activities in connection with this Contract. Such insurance shall provide coverage of the nature and at least in the amounts below indicated:

- A. As to claims covered by Workers' Compensation, the amount of the statutory limits for any state in which operations are to be performed and Employer's Liability Insurance with limits of not less than \$100,000.
- B. Insurance upon each motor vehicle used by RWH&A in connection with the work provided hereunder, providing public liability coverage as to such vehicle or vehicles of not less than \$250,000 for one injury and \$500,000 for all injuries, in one accident, and property damage coverage of not less than \$100,000 applying to any one loss.
- C. A comprehensive general liability policy providing bodily injury coverage, including death, for not less than \$1,000,000 as to each occurrence and \$2,000,000 aggregate.
- D. Professional liability insurance for not less than \$500,000 as to each occurrence and \$1,000,000 aggregate.
- E. RWH&A's insurance coverage shall be primary insurance with respect to the CLIENT, its officials, employees and volunteers. Any insurance or self-insurance maintained by the CLIENT, its officials, employees or volunteers shall be considered in excess of the insurance required herein and shall not contribute to it. Further, RWH&A shall include the CLIENT as an additional insured under its comprehensive general liability policy.

SECTION 8. LIMITATION OF RWH&A'S LIABILITY. Notwithstanding the indemnity provision contained in SECTION 6 of this Contract, it is hereby specifically agreed by and between RWH&A and CLIENT, as an allocation of the risks hereunder, that in no event, shall RWH&A's liability to CLIENT exceed:

- A. The amount specified under subparagraph A of SECTION 7 INSURANCE for a worker's compensation claim; or

SECTION 9. INSPECTION AND ACCEPTANCE. The CLIENT shall have thirty (30) days from the date of the completion of services and/or delivery of the deliverables under this Contract to inspect the services and/or deliverables to determine if they reasonably conform with this Contract. If the CLIENT rejects any portion of the services and/or deliverables, such rejection shall be made in writing within the above time period and shall set forth the reasons for rejection. Services and/or deliverables not rejected by the CLIENT, as described above, shall be deemed to be accepted by the CLIENT.

SECTION 10. TERMINATION FOR CONVENIENCE. Notwithstanding any other provision herein, either party may terminate this Contract for its convenience prior to the completion of the work upon thirty (30) days written notice to the other party. In full discharge of any obligations to RWH&A in respect to this Contract and such termination, CLIENT

shall pay RWH&A for all costs, fees, noncancelable commitments incurred prior to the date of termination.

SECTION 11. OWNERSHIP OF INSTRUMENTS OF SERVICE. All drawings, specifications, computer files, field data, notes and other documents and instruments prepared by RWH&A as instruments of service shall remain the property of RWH&A. RWH&A shall retain all common law, statutory and other reserved rights, including copyright thereto. The CLIENT shall retain joint ownership of the final report including all drawings, specifications, and open-source computer files generated solely and exclusively for the project to which this agreement pertains.

SECTION 12. FIELD OBSERVATION. RWH&A may provide field observations services. If applicable to the scope of work to be performed by RWH&A, RWH&A will make visits to the work site(s) to review the various stages of work as RWH&A deems necessary in order to observe the progress that has been made and to evaluate the quality of the various aspects of work performed by any contractor (Contractor) secured by the CLIENT. Based on information obtained during such visits RWH&A, for benefit of the CLIENT, will determine, in general, if the work is proceeding in accordance with the contract documents as prepared by RWH&A. RWH&A is not required to make exhaustive or continuous field observations to check the quality or quantity of the Contractor's work. RWH&A's efforts will be directed toward providing the CLIENT a greater degree of confidence that the completed work will conform generally to the contract documents. RWH&A will keep CLIENT informed of the progress of the work and will endeavor to guard CLIENT against defective work.

RWH&A will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with all laws and regulations applicable to the performance of the work. It is the responsibility of the Contractor to perform the work in accordance with technical specifications and other contract documents. RWH&A will not be responsible for the acts or omissions of Contractor or any their subcontractors, any of their suppliers, or of any other individual or entity performing any of the work under Contractor.

SECTION 13. EXEMPLARY AND CONSEQUENTIAL DAMAGES. Neither CLIENT nor RWH&A shall be liable to the other for any incidental, indirect, special, collateral, consequential, exemplary or punitive damages arising out of or related to the performance of this Contract.

SECTION 14. GENERAL.

- A. Headings, titles and paragraph captions are inserted in the Contract for convenience, are descriptive only, and shall not be deemed to add to or detract from or otherwise modify the meaning of the paragraphs.
- B. Should any provision of this Contract subsequently be determined to be illegal or unenforceable, said provision shall at that time be deemed omitted from this Contract, and all other provisions shall be unaffected and shall continue in full force and effect.
- C. This Contract shall be governed by and construed in accordance with the laws of the State of Texas. Venue shall lie exclusively in Grimes County.
- D. This Agreement is subject to the provisions of the Texas Prompt Payment Act, Chapter 2250 of the Texas Government Code. The approval or payment of any invoice shall not be considered to be evidence of performance by RWH&A or of the receipt of or acceptance by the City of the work covered by such invoice.
- E. RWH&A further covenants and agrees that it does not and will not knowingly employ an undocumented worker. An "undocumented worker" shall mean an individual who, at the time of employment, is not (a) lawfully admitted for permanent residence to the United States, or (b) authorized by law to be employed in that manner in the United States.
- F. RWH&A represents and warrants that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Section 2252.152 of the Texas Government Code.

SECTION 15. DISPUTE RESOLUTION. In an effort to resolve any conflicts that arise during the design and construction of the Project or following the completion of the Project, the CLIENT and RWH&A agree that all disputes between them arising out of or relating to this Contract or the Project shall be submitted to nonbinding mediation unless the parties mutually agree otherwise. The Client and RWH&A further agree to include a similar mediation provision in

all agreements with independent contractors and consultants, and their subcontractors, retained for the Project.

SECTION 16. ENTIRE AGREEMENT. This Contract is the exclusive statement of the agreement of the parties with respect to its subject matter and supersedes all prior agreements, negotiations, representations, proposals, and awards, written or oral, relating to its subject matter. No addition to or modification of any provision of the Contract shall be binding upon the parties unless made in writing and signed by the parties. No course of dealing or usage of trade or course of performance shall be relevant to explain or supplement any term expressed in this Contract.

THIS CONTRACT IS EXECUTED on the date or dates indicated below and is effective on the first date written above.

BY: _____

NAME: _____

TITLE: _____

DATE: _____

ADDRESS FOR GIVING NOTICES:

ADDRESS: _____

R. W. Harden & Associates, Inc.

BY:  _____

NAME: Elizabeth Ferry

TITLE: Principal

DATE: November 7, 2022

ADDRESS FOR GIVING NOTICES:

ADDRESS: 9009 Mountain Ridge Drive

Suite 100

Austin, Texas 78759

EXHIBIT A
R.W. HARDEN & ASSOCIATES, INC.
SCOPE OF WORK ASSOCIATED WITH CONDUCTING A
GROUNDWATER AVAILABILITY STUDY FOR THE CITY OF NAVASOTA, TEXAS

R.W. Harden & Associates, Inc. (RWH&A) provides herein a description of the anticipated tasks, schedule, and budget (collectively, the Scope of Work) associated with providing hydrogeologic consulting services and performing a groundwater availability study for the City of Navasota (City) in Grimes County, Texas. RWH&A understands that the City needs additional water supplies ranging up to approximately 1,200 gallons per minute (gpm). The focus of this study is to determine if the additional capacity can be met with local groundwater resources and, if so, to estimate the number of wells required to meet that demand. RWH&A also understands the City is currently working with Bleyl Engineering who has provided a proposed well development site about one mile east of the City along Highway 90. RWH&A will evaluate the site provided by Bleyl as well as within and surrounding the City to identify potential favorable production areas to meet the City's long-term demands in terms of aquifer yield and quality of groundwater.

The City is located within the jurisdiction of the Bluebonnet Groundwater Conservation District (BGCD) who is tasked with regulating well drilling, groundwater production, and well spacing. This Scope of Work is focused on the physical ability of the aquifers to provide groundwater to wells and is not intended to satisfy the regulatory requirements of the BGCD permitting; however, elements of this work will be incorporated into the BGCD Phase I Hydrogeology Report under a separate scope of work when the City is ready to complete permit applications for additional groundwater capacity.

Within this document, the term "Client" refers to the City of Navasota. Additionally, within this document, the term "Project Area" refers to the area within and surrounding the City. The following sections provide detailed descriptions of the work to be conducted.

TASK 1 – EVALUATION OF AVAILABLE DATA

RWH&A will compile and review available information pertaining to the geologic structure, lithologic composition, aquifer productivity, and water quality of the available aquifers in the Project Area. RWH&A's evaluation will include review of available geologic and hydrologic data including published and unpublished groundwater and geologic maps and reports, geophysical logs, well completion records, well testing records, water quality analyses, and other applicable information. Data sources may include the Client, Bleyl Engineering, the Texas Water Development Board (TWDB), the Texas Department of Licensing and Regulation (TDLR), the University of Texas Bureau of Economic Geology (BEG), the Texas Commission on Environmental Quality (TCEQ), the United States Geological Survey (USGS), BGCD, Groundwater Management Area 14, Brazos G Regional Water Planning Group, and RWH&A files.

RWH&A requests to obtain files from the City and Bleyl pertaining to the City's existing wells, which would include information such as driller's reports, geophysical logs, water level data over time,

pumping rates over time, water quality reports, pumping test data, etc. RWH&A will use the data from the existing wells to assess local aquifer characteristics.

TASK 2 – GROUNDWATER CONSERVATION DISTRICT REVIEW

For this task, RWH&A will review the current BGCD rules, management plan, and hydrogeologic reporting requirements for permitting to determine whether well spacing, water allocation or other rules may limit groundwater withdrawals and proposed well locations from a regulatory standpoint. In addition, RWH&A will review current water planning efforts of Groundwater Management Area 14 (GMA-14), which includes the project area, to identify issues that may affect future groundwater production in the region. RWH&A will also evaluate recently proposed model simulations generated by GMA-14 to assess the magnitude of long-term water level declines in the City's wells resulting from other regional users.

TASK 3 – ESTIMATION OF GROUNDWATER AVAILABILITY

Using the information obtained, RWH&A will perform modeling to generate estimates of the groundwater availability from the target aquifers within the Project Area. RWH&A typically employs a variety of modeling techniques to evaluate the feasibility of groundwater and the potential impacts associated with hydrogeologic conditions/stresses including pumping, drought, hydraulic boundaries, and variations in the distribution and type of aquifer sediments. The following discussions outline anticipated modeling tasks to be conducted for this work; however, RWH&A will evaluate the available hydrologic information and then tailor simulations to the needs of the project.

3.1 - Analytical Modeling

Using the information compiled during the previous task, RWH&A will generate estimates of the structure and hydraulic characteristics of the aquifers in the Project Area. The results generated by the model will be used to estimate long-term potential individual well and wellfield production rates, wellbore pumping levels, and well-to-well interference effects. In addition, RWH&A will assess the viability of obtaining long-term groundwater supplies of up to 1,200 gpm from identified favorable areas and aquifer zones, estimate the number of wells required to meet the project demands, and to recommend spacing from existing and future project well sites to minimize interference effects.

3.2 - Finite-Difference Regional Modeling

RWH&A will evaluate potential regional aquifer response to pumpage using the State-approved Groundwater Availability Model (GAM). The GAM is a tool commonly utilized by state regulatory agencies as an aid regional water planning and groundwater management. RWH&A will review water planning efforts of the BGCD to identify issues that may affect future groundwater production in the region. Specifically, the pumpage inputs assigned to the most-recent Desired Future Condition - Modeled Available Groundwater (DFC/MAG) simulation generated by GMA- 14 during the most recent regional planning will be used to assess the magnitude of long-term water level declines resulting from competitive pumpage in the region. Using these tools, RWH&A will generate estimates of the aquifer response as a result of future pumpage and its effect on long-

term well production rates from the City's existing wells and future well sites and to estimate the feasibility of obtaining 1,200 gpm.

A discussion of modeling results and recommendations for well spacing will be provided as well as limitations/assumptions used in the analyses.

TASK 4 – REPORTING AND PRESENTATION OF FINDINGS

RWH&A will prepare a letter report summarizing the results of the evaluation. At a minimum, the letter will contain discussions of: 1) the general hydrogeology and groundwater quality of the identified target aquifer(s), 2) groundwater regulation as it pertains to the availability of groundwater, well spacing, and permitting production limitations, 3) groundwater modeling procedures and the results of flow simulations, 4) the feasibility of a supplemental water supply from the target aquifer(s), the number of wells potentially required to meet the project needs, and the potential locations of favorable production areas. The report will be sealed by a licensed Professional Geoscientist and will be provided to the Client in digital (PDF) format. As previously stated, it is understood by the Client that this report is not intended to satisfy the requirements of a BGCD Phase I Hydrogeologic Report but that elements of this report will be incorporated into the Phase I report under a separate scope of work when the City is ready to submit permit applications.

BUDGET AND SCHEDULE

The estimated costs to perform the work described above are:

Task 1: Evaluation of Available Data - \$4,500

Task 2: BGCD Permitting Review - \$3,000

Task 3: Estimation of Groundwater Availability through Modeling - \$8,400

Task 4: Reporting and Prestation of Findings - \$6,500

Estimated Budget: \$22,400

The costs include only RWH&A professional services and expenses. We work on projects of this nature in accordance with the actual person-hours involved plus direct out-of-pocket expenses in accordance with the contract and fee schedule (Exhibit B). RWH&A estimates that the schedule of the work efforts described above could be completed within 60 business days from the date of the notice to proceed. Receipt of an executed contract will serve as our notice to proceed. This proposal is valid for 60 days.

EXHIBIT B

STANDARD FEES FOR TECHNICAL SERVICES BY R.W. HARDEN & ASSOCIATES, INC.

- 1) Fees for professional services are based on the actual time of personnel directly involved with the project at the following hourly rates:

Senior Principal	\$250
Principal	\$230
Technical Staff 8	\$200
Technical Staff 7	\$180
Technical Staff 6	\$160
Technical Staff 5	\$150
Technical Staff 4	\$140
Technical Staff 3	\$130
Technical Staff 2	\$120
Technical Staff 1	\$110
Graphics Staff	\$120
Administrative Staff	\$90

- 2) External expenses, including but not limited to: reproduction, transportation, meals and lodging, parking and taxi fares, geophysical logs, printing, maps and photographs, field supplies, equipment rental, shipping, test drilling, well construction, and test laboratories, are charged at actual invoice cost plus 10 percent service fee.
- 3) R.W. Harden and Associates, Inc. equipment and services, including but not limited to: company vehicles, generators, reproduction, computer time, GPS equipment, pressure transducers/data logger, field equipment, calipers, pumps, cameras, pH meters, conductivity meter, turbidity meters, water level meters are charged at rates competitive with commercial rates.
- 4) The above fees for professional services are applicable to work conducted through December 31, 2022. RWH&A may revise their standard rates yearly any time after December 31, 2022.



REQUEST FOR CITY COUNCIL AGENDA ITEM #12B

Agenda Date Requested:	<u>January 23, 2023</u>
Requested By:	<u>Evette Fannin, Grants Coord.</u>
Department:	<u>Finance</u>
<input type="radio"/> Report <input checked="" type="radio"/> Resolution <input type="radio"/> Ordinance	

Exhibits: Resolution No. 726-23

Appropriation	
Source of Funds:	<u>N/A</u>
Account Number:	<u>N/A</u>
Amount Budgeted:	<u>N/A</u>
Amount Requested:	<u>\$14,299.74</u>
Budgeted Item:	<input type="radio"/> Yes <input checked="" type="radio"/> No

AGENDA ITEM #12B

Approve Resolution No. 726-23, supporting the City of Navasota Public Safety Office (PSO) grant application for the purchase of bullet proof shields for the Navasota Police Department.

SUMMARY & RECOMMENDATION

The Navasota Police Department received the Bullet Resistant Shields Grant totaling \$14,299.74 for 26 RTS Tactical Level III bullet resistant shields from the Office of the Governor, Public Safety Office. The shields are a vital safety resource for NPD Officers that respond to rapid response situations with an active threat. The grant requires a zero percent commitment to provide matching funds. An approved Resolution is a requirement to obtain the grant. Therefore, staff is recommending City Council approve Resolution No. 726-23 that supports the City of Navasota Police Department grant application for the purchase of bullet resistant shields.

ACTION REQUIRED BY CITY COUNCIL

Approve Resolution No. 726-23, supporting the City of Navasota Public Safety Office (PSO) grant application for the purchase of bullet resistant shields for the Navasota Police Department.

Approved for the City Council meeting agenda

Jason Weeks

1/17/23

Jason B. Weeks, City Manager

Date

RESOLUTION NO. 726-23

**SUPPORTING THE CITY OF NAVASOTA PUBLIC SAFETY OFFICE (PSO)
GRANT APPLICATION**

WHEREAS, The City of Navasota finds it in the best interest of the citizens of Navasota, that the City of Navasota Bullet-Resistant Shield grant be submitted; and

WHEREAS, The City of Navasota agrees that in the event of loss or misuse of the Office of the Governor funds, the City of Navasota assures that the funds will be returned to the Office of the Governor in full; and

WHEREAS, The City of Navasota agrees to the commitment to provide all applicable matching funds; and

WHEREAS, The City of Navasota designates Michael Mize, Chief of Police, as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency.

NOW THEREFORE, BE IT RESOLVED that the City of Navasota approves submission of the grant application for the City of Navasota Bullet-Resistant Shield grant to the Office of the Governor – Public Safety Office (PSO).

PASSED, APPROVED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF NAVASOTA ON THIS THE 23RD DAY OF JANUARY, 2023

BERT MILLER, MAYOR

ATTEST:

SUSIE M. HOMEYER, CITY SECRETARY



REQUEST FOR CITY COUNCIL AGENDA ITEM #12C

Agenda Date Requested: <u>January 23, 2023</u>	Appropriation
Requested By: <u>Lupe Diosdado, Director</u>	Source of Funds: <u>N/A</u>
Department: <u>Development Services</u>	Account Number: <u>N/A</u>
<input type="radio"/> Report <input checked="" type="radio"/> Resolution <input type="radio"/> Ordinance	Amount Budgeted: <u>N/A</u>
	Amount Requested: <u>N/A</u>
	Budgeted Item: <input type="radio"/> Yes <input checked="" type="radio"/> No

Exhibits: Resolution No. 727-23

AGENDA ITEM #12C

Approve Resolution No. 727-23, accepting the water, wastewater, natural gas, street, and storm drainage improvements of Phase Four in Pecan Lakes Estates Subdivision, except for the entrance signage, common areas and open channel storm drainage improvements, in the City of Navasota, Grimes County Texas.

SUMMARY & RECOMMENDATION

J&H Navasota Development, LLC has completed the public improvements in accordance with applicable standards and regulations for the Pecan Lakes Estates Phase 4 Subdivision. City staff as well as the project engineer has completed inspections for all public infrastructure to include water, sewer, gas, street, and underground storm drainage improvements.

The Planning & Zoning Commission will consider the Final Plat and Subdivision Agreement for Phase 4 on Thursday, January 26, 2023. The subdivision agreement outlines the cash escrow amount to be paid by J&H Navasota Development, LLC to the City of Navasota for missing streetlight, sidewalks, and electric infrastructure. The escrow will be refunded once those improvements are constructed.

City staff recommends the City Council to approve Resolution No. 727-23, accepting the public improvements for Pecan Lakes Estates Phase 4.

ACTION REQUIRED BY CITY COUNCIL

Approve Resolution No. 727-23, accepting the water, wastewater, natural gas, street, and storm drainage improvements of Phase Four in Pecan Lakes Estates Subdivision, except for the entrance signage, common areas and open channel storm drainage improvements, in the City of Navasota, Grimes County Texas.

Approved for the City Council meeting agenda



Jason B. Weeks, City Manager

1/17/23

Date

RESOLUTION NO. 727-23

A RESOLUTION ACCEPTING THE WATER, SEWER, GAS, STREET AND UNDERGROUND STORM WATER DRAINAGE IMPROVEMENTS IN PECAN LAKES ESTATES PHASE FOUR, EXCEPT ENTRANCE SIGNAGE, COMMON AREAS, DETENTION POND AND OPEN CHANNEL STORM DRAINAGE IMPROVEMENTS, IN THE CITY OF NAVASOTA, TEXAS

WHEREAS, Pecan Lakes Estates Phase Four is a one-hundred ninety-five (195) lot subdivision developed by J&H Navasota Development, LLC, James C. Hassell, President; and

WHEREAS, water, sewer, gas, street, and underground storm drainage improvements were constructed by the developer; and

WHEREAS, said water, sewer, gas, street, and underground storm drainage improvements have been offered for dedication to public use forever; and

WHEREAS, the water, sewer, gas, street, and underground storm drainage improvements have been inspected by the City and found to be constructed in accordance with the City's Standards and Specifications; and

WHEREAS, the City of Navasota desires to formally accept the water, sewer, gas, street and underground storm drainage improvements of Pecan Lakes Estates Phase Four, except entrance signage, common areas, detention pond and open channel storm drainage improvements;

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

The City of Navasota hereby accepts the water, sewer, gas, street, and underground storm drainage improvements of Phase Four in Pecan Lakes Estates Subdivision, and specifically exempts from acceptance the entrance signage, all common areas, detention pond and open channel storm drainage improvements in the City of Navasota, Texas and authorizes the Mayor to execute any necessary documentation.

PASSED ON FIRST READING ON THIS THE 23rd DAY OF JANUARY, 2023.

BERT MILLER, MAYOR

ATTEST:

SUSIE M. HOMEYER, CITY SECRETARY



REQUEST FOR CITY COUNCIL AGENDA ITEM #12D

Agenda Date Requested: <u>January 23, 2023</u>	Appropriation
Requested By: <u>Jason Weeks, City Manager</u>	Source of Funds: <u>N/A</u>
Department: <u>Administration</u>	Account Number: <u>N/A</u>
<input checked="" type="radio"/> Report <input type="radio"/> Resolution <input type="radio"/> Ordinance	Amount Budgeted: <u>N/A</u>
	Amount Requested: <u>N/A</u>
	Budgeted Item: <input type="radio"/> Yes <input checked="" type="radio"/> No

Exhibits: Final TIRZ #1 Project & Finance Plan

AGENDA ITEM #12D

Approve the Final Project & Finance Plan for the City of Navasota Tax Increment Re-investment Zone One.

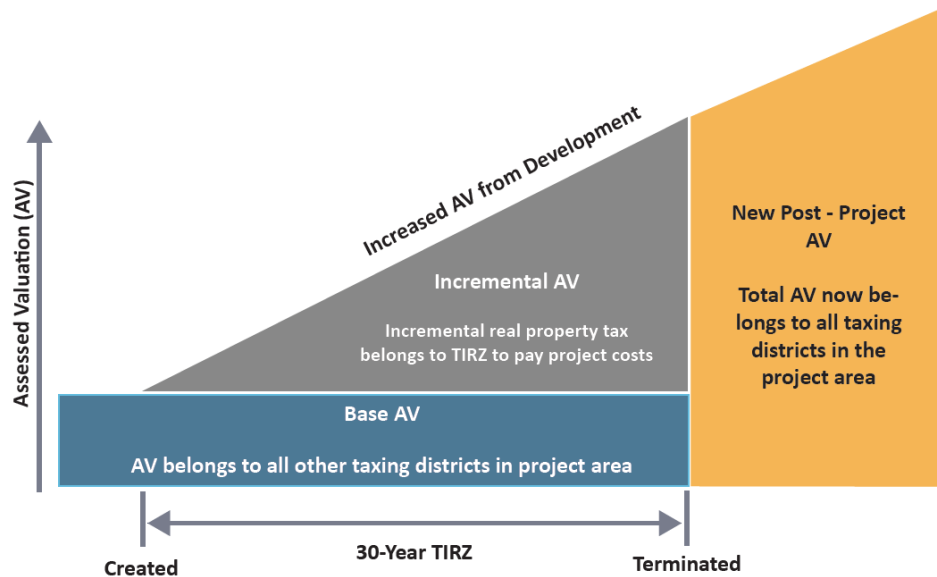
SUMMARY & RECOMMENDATION

On June 27, 2022, at a Special City Council meeting, City Council heard from David Hawes with Hawes Hill Group as he provided an overview of Tax Increment Financing Zones (TIRZs), Public Improvement Districts (PIDs), and Municipal Utility Districts (MUDs). City Council provided staff direction to move forward with the creation of Navasota's first TIRZ. On July 25th, City Council approved a contract agreement with Hawes Hill & Associates to assist the City in creating a TIRZ. Then on September 12th, City Council discussed the setting boundaries for the creation of the Navasota Tax Increment Reinvestment Zone (TIRZ) #1 for the City of Navasota. Staff has been working with Hawes Hill & Associates to finalize the boundary map, boundary descriptions, and the preliminary project plan & financing plan.

What is a TIRZ?

A tax increment reinvestment zone (TIRZ) is a financing tool enabled by the Texas Legislature with the adoption of Chapter 311 of the Texas Tax Code. A TIRZ is a tool that can be used to pay for public improvements to encourage development and/or redevelopment of an area and attract private investment. Cities may create a TIRZ where conditions exist that substantially impair an area's sound growth and where development or redevelopment is not likely to occur but for public infrastructure enhancements financed by a TIRZ. Upon creation of the Zone, the total appraised value of real property located within its boundaries is established for the year in which it was created. This is known as the base value. As development occurs in the Zone due to the provision of new infrastructure, the value of real property increases. This additional value above the base is known as the increment. It is set aside to finance infrastructure

improvements within the Zone. Once all projects are completed, or after a defined period, the TIRZ is dissolved. During the life of the Zone, the city and other participating taxing jurisdictions collect tax revenue on the base value of the Zone. When the Zone is dissolved, the city and other participating taxing jurisdictions receive the benefit of the full increment value created by new development.



The proposed TIRZ boundary is approximately +/- 2,890 acres and is located within both Navasota's corporate limits, as well as its ETJ. The Zone is largely bounded by State Highway 6 to the west, Navasota's ETJ limit to the east, FM 3090 to the north, and State Highway 105 / TX-515 Spur and County Road 446 to the south. Approximately 274 acres lies near the northwest corner of the State Highway 6 / TX-515 Spur intersection, and approximately 30 acres lies at the southwest corner of the State Highway 6 / FM 3090 intersection. Most of the Zone is located within the City's ETJ and is undeveloped or in agricultural use. The tax increment associated with this TIRZ will consist of contributions from the city, at a rate of 50% of its tax rate. The proposed life of the TIRZ is 30-years (2022 to 2052).

The proposed TIRZ #1 Project Plan & Financing Plan has identified \$22 million in possible project costs that outline goals, priorities, and projects for the TIRZ:

- Infrastructure (\$10 million) - Support commercial and residential development through coordination of public infrastructure improvements including water, sewer, drainage, and detention. Most of the Zone lies within the City's ETJ and over 90%, consists of undeveloped land. As growth pressures continue to increase in the area, development of this land will transition over time to higher intensity uses. To support these uses and the viability of new residential and commercial development, infrastructure improvements will be needed, including roadways, water, sewer, natural gas, wastewater treatment plant, drainage, and detention. The TIRZ can serve as a tool to facilitate the coordination of infrastructure needs with property owners and developers, and the annexation of properties into the City Limits. This can be accomplished through the funding

of public infrastructure and/or developer reimbursement agreements and incentives.

- Mobility & Connectivity (\$10 million) - Enhance mobility options allowing for efficient and safe access through and within the area. As the area develops to higher intensity uses, mobility options to travel through the area will be important to support new development, including new or expanded roadways and pedestrian and/or bike facilities.
- Parks, Recreation, and Public Facilities (\$1.5 million) - Enhance parks and recreation opportunities that add to the quality of life and economic vitality of the City. As growth continues to occur east of the city and new residential communities develop, having adequate parks, recreational and other public facilities will be important to the community's economic vitality and in attracting residents and businesses to the area.
- Economic Development (\$500,000) - Incentivize projects that promote redevelopment of the community and enhance economic development opportunities consistent with the community's goals and priorities. To stimulate and accelerate redevelopment within the TIRZ, the TIRZ desires to establish an economic development program that would directly incentivize private enterprise that affect the TIRZ and serve as a catalyst for other business developments. Examples of how the program would be used include funding for business development and retention, business loss mitigation, economic development grants to catalyze investments, such as Agreements under Chapter 380 of the Texas Local Government Code, and matching grants to provide leverage for other economic development funds.

The Board of Directors shall prepare or cause to be prepared and adopt a project plan and a reinvestment zone financing plan for the Zone as described in Section 311.011, Texas Tax Code, and shall submit such plans to City Council for its approval. On January 23, 2023, at the first Navasota TIRZ #1 Board of Directors meeting, the Board will act on this item. Staff recommends City Council approve the Final Project & Finance Plan for Navasota Tax Increment Re-investment Zone Number One.

ACTION REQUIRED BY CITY COUNCIL

Approve the Final Project & Finance Plan for the City of Navasota Tax Increment Re-investment Zone One.

Approved for the City Council meeting agenda



Jason B. Weeks, City Manager

1/17/23

Date



Tax Increment Reinvestment Zone No. 1

Final Project Plan & Financing Plan

City of Navasota, Texas

**PREPARED BY:
HAWES HILL & ASSOCIATES**

January 2023

CONTENTS

Introduction	2
Location	3
Goals	5
Authorized Project Costs.....	7
Project Plan	8
Finance Plan.....	11

TIRZ Concept

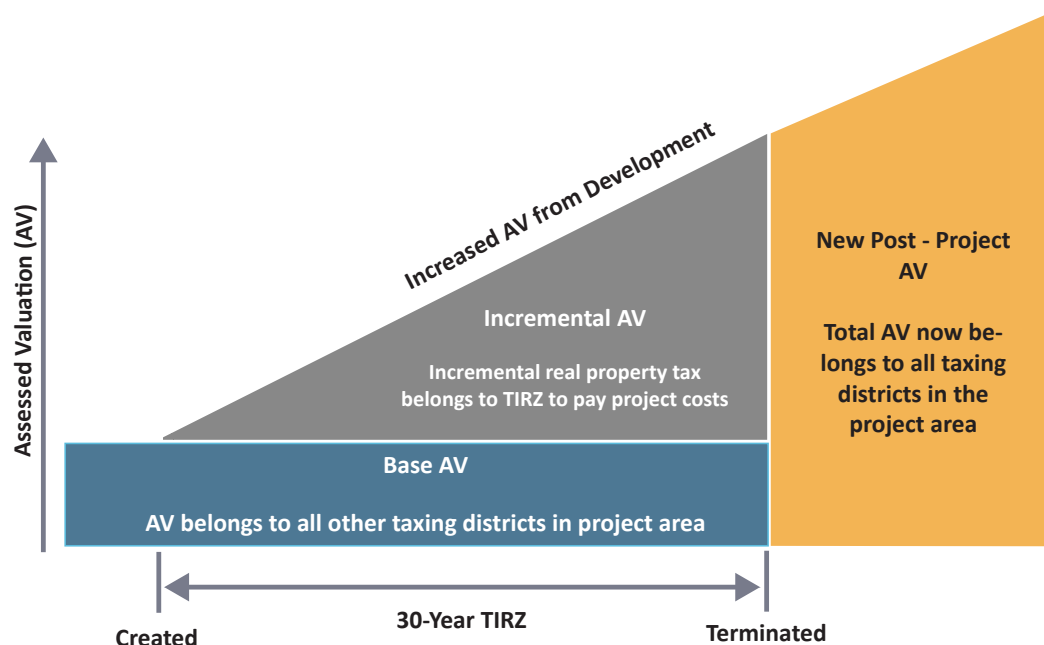
A tax increment reinvestment zone (TIRZ) is a financing tool enabled by the Texas Legislature with the adoption of Chapter 311 of the Texas Tax Code. A TIRZ is a tool that can be used to pay for public improvements to encourage development and/or redevelopment of an area and attract private investment.

Cities may create a TIRZ where conditions exist that substantially impair an area's sound growth and where development or redevelopment is not likely to occur but for public infrastructure enhancements financed by a TIRZ.

Upon creation of the Zone, the total appraised value of real property located within its boundaries is established for the year in which it was created. This is known as the base value. As development occurs in the Zone due to the provision of new infrastructure, the value of real property increases.

This additional value above the base is known as the increment. It is set aside to finance infrastructure improvements within the Zone. Once all projects are completed, or after a defined period of time, the TIRZ is dissolved.

During the life of the Zone, the city and other participating taxing jurisdictions collect tax revenue on the base value of the Zone. When the Zone is dissolved, the city and other participating taxing jurisdictions receive the benefit of the full increment value created by new development.



Introduction

Purpose

This document constitutes the Final Project Plan and Reinvestment Zone Financing Plan for Tax Increment Reinvestment Zone Number One, Navasota, Texas as required by Chapter 311, Texas Tax Code. This document details the specific projects proposed to address existing conditions in the area as well as the method and means to finance them.

The purpose of the tax increment reinvestment zone (the “Zone”) is to finance construction of public facilities and infrastructure necessary to catalyze residential and commercial development and redevelopment, thereby increasing property values and revenues within the Zone boundaries. Expenditures associated with the design and construction of public facilities and infrastructure, as well as other specific project related costs, will be funded by tax increment revenues derived from increases in property values following new development/redevelopment. Zone activities may include, but are not limited to, public infrastructure improvements including water, sewer and drainage, stormwater detention, mobility improvements, land acquisition, creation of public spaces and facilities, streetscape/corridor improvements, trails and pedestrian amenities, and support for initiatives and projects that further the economic goals and priorities of the City.

The Zone boundary primarily includes unincorporated properties within the City’s ETJ. The intent of the Zone is to facilitate future residential and commercial development in these areas through the funding of public infrastructure and allow for voluntary annexation of properties into the City Limits. The area is primarily agricultural with limited to no infrastructure including water, sewer, drainage, and roadways. As growth pressures increase in the area, the reinvestment zone can serve as a mechanism to fund needed infrastructure improvements to support future growth, as properties are annexed into the City Limits. The reinvestment zone also serves as a mechanism to support the community’s goals for higher quality development that is compatible with character of the area.

Location

The TIRZ boundary is approximately +/- 2,890 acres and is located within both Navasota's corporate limits, as well as its ETJ. The Zone is largely bounded by State Highway 6 to the west, Navasota's ETJ limit to the east, FM 3090 to the north, and State Highway 105 / TX-515 Spur and County Road 446 to the south. Approximately 274 acres lies near the northwest corner of the State Highway 6 / TX-515 Spur intersection, and approximately 30 acres lies at the southwest corner of the State Highway 6 / FM 3090 intersection. The majority of the Zone is located within the City's ETJ and is undeveloped or in agricultural use.





Goals

The following goals outline priorities and projects for the Zone and are based on needs identified in the Feasibility Report (Exhibit 2) and other plans and studies. The intent of the goals is to identify public projects that would support the City's economic development initiatives and vision for eastern portion of the City and its ETJ.

Infrastructure

Support commercial and residential development through coordination of public infrastructure improvements including water, sewer, drainage and detention.

The majority of the Zone lies within the City's ETJ and over 90%, consists of undeveloped land that is either designated as vacant or used for agriculture purposes. Infrastructure is limited throughout most of the Zone, including access to City water and sewer facilities. As growth pressures continue to increase in the area, development of this land will transition over time to higher intensity uses. To support these uses and the viability of new residential and commercial development, infrastructure improvements will be needed, including roadways, water, sewer, natural gas, wastewater treatment plant, drainage and detention. The TIRZ can serve as a tool to facilitate the coordination of infrastructure needs with property owners and developers, and the annexation of properties into the City Limits. This can be accomplished through the funding of public infrastructure and/or developer reimbursement agreements and incentives. Infrastructure improvements supported by the TIRZ may include roadways, water, sewer, drainage, stormwater management improvements, property acquisition, and site remediation/preparation.

Mobility & Connectivity

Enhance mobility options allowing for efficient and safe access through and within the area.

As the area develops to higher intensity uses, mobility options to travel through the area will be important to support new development, including new or expanded roadways and pedestrian and/or bike facilities. Additional mobility and intersection improvements associated with the SH 249 extension may also be needed, as the extension connects to SH 105 in Navasota. Additionally, strengthening the vitality of existing corridors for commercial use will enhance the economic marketability of the area, whether this is through capacity expansion, safety and intersection improvements or streetscape/median enhancements. TIRZ improvements may include roadway improvements, enhanced intersections, access management, sidewalks, bike improvements, crosswalks, parking, safety improvements, landscaping, pedestrian amenities, lighting, signage/wayfinding and public art.

Parks, Recreation, & Public Facilities

Enhance parks and recreation opportunities that add to the quality of life and economic vitality of the City.

As growth continues to occur east of the City and new residential communities develop, having

Goals

adequate parks, recreational and other public facilities will be important to the community's economic vitality and in attracting residents and businesses to the area. Additionally, trails, bicycle and pedestrian facilities provide not only recreational opportunities but also connect key destinations in the community. Opportunities for TIRZ funded projects could include improvements to existing facilities, development of new parks, green spaces, linear trails, public spaces, and joint use of detention facilities. Public spaces and facilities will attract, support, and enhance the viability of residential, commercial, and retail destinations in the Zone, while potentially fostering innovative economic opportunities. In addition to parks and recreation improvements the TIRZ may fund public facilities including but not limited to a library, community center, civic center, recreation center, and public safety facilities.

Economic Development

Incentivize projects that promote redevelopment of the community and enhance economic development opportunities consistent with the community's goals and priorities.

In order to stimulate and accelerate redevelopment within the TIRZ, the TIRZ desires to establish an economic development program that would directly incentivize private enterprise that affect the TIRZ and serve as a catalyst for other business developments. Examples of how the program would be used include funding for business development and retention, business loss mitigation, economic development grants to catalyze investments, such as Agreements under Chapter 380 of the Texas Local Government Code, and matching grants to provide leverage for other economic development funds. In cases such as those described in this section, an appropriate economic development program would be proposed by the City and/or the TIRZ and approved by both the TIRZ and City Council. Payments made pursuant to this program shall be pursuant to economic development agreements entered into on behalf of the Zone and are considered Project Costs. No grant or loan shall be authorized by the Zone without prior consent of the City.

Authorized Project Costs

The project costs for the Final Project Plan and Financing Plan are detailed in Table 1. Projects include infrastructure improvements, including detention/drainage, water and sewer, mobility improvements, parks, recreation and public facilities, and economic development. The project categories reflect the types of projects supported by the TIRZ; however, actual projects that will be undertaken by the TIRZ will be based on factors including community development priorities, the ability to leverage funds, and available increment.

Non-Project costs are those infrastructure costs that will not be funded or reimbursed by the TIRZ, but will be funded by other parties, such as the City, County, the Texas Department of Transportation, non-profit organizations, or private sources, including developers. Funding identified in Table 1 will be leveraged with other sources to secure Non-Project funding when appropriate and available.

Table 1 - Project Costs

Projects	Costs
Infrastructure	\$10,000,000
Mobility & Connectivity	\$10,000,000
Parks, Recreation & Public Facilities	\$1,500,000
Economic Development	\$500,000
Planning, Admin, Legal	\$500,000
Total	\$22,500,000

Project Plan

This document constitutes the Final Project Plan for Tax Increment Reinvestment Zone Number One, City of Navasota, as required by Chapter 311 of the Texas Tax Code. The purpose of the Zone is to finance improvements that support new development and redevelopment of properties within the Zone.



Existing and Proposed Uses of Land

.....

Texas Tax Code
- 311.011 (B)(1)



Proposed Changes of Zoning Ordinances, Master Plan of Municipality, Building Codes, and Other Municipal Ordinances

.....

Texas Tax Code
- 311.011 (B)(2)



Estimated Non-Project Costs

.....

Texas Tax Code
- 311.011 (B)(3)



Method of Relocating Persons to Be Displaced, if Any, as a Result of Implementing the Plan

.....

Texas Tax Code
- 311.011 (B)(4)

Existing and Proposed Uses of Land

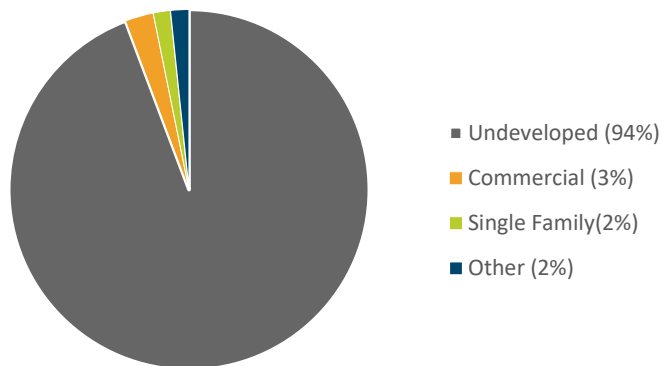
(TEXAS TAX CODE- 311.011(B)(1))

Existing Land Use - Current land uses within the Zone consist primarily of undeveloped uses classified as agricultural, farmland and vacant as shown in Map 2 (page 15). Other uses include commercial and large lot residential development. In terms of taxable value, commercial is the largest use, 61%, followed by undeveloped, 25% and single family residential, 10%. Given that over 94% of the acreage in the Zone is undeveloped, the taxable value is relatively low at just over \$45 million. Existing conditions are further described in Exhibit B.

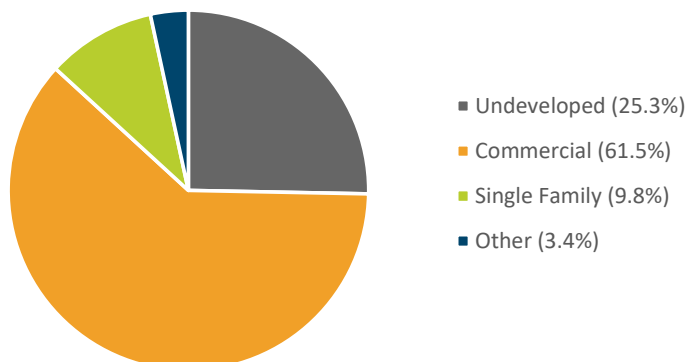
Surrounding Land Use - Land surrounding the Zone includes vacant, large lot residential, public/institutional, and commercial uses.

Proposed Uses - Proposed uses in the Zone are anticipated to include residential, commercial and public uses, including parks and recreation facilities, with decreasing vacant land over time. Retail and commercial uses are anticipated along major corridors in the Zone. Map 3 (page 17) shows proposed uses.

Existing Property Classification, Acreage



Existing Property Classification, Taxable Value



Proposed Changes Of Zoning Ordinances, Master Plan Of Municipality, Building Codes, And Other Municipal Ordinances

(TEXAS TAX CODE - 311.011(B)(2))

All construction will be performed in conformance with the City's existing rules and regulations. There are no proposed changes to any City ordinance, master plan, or building code.

Estimated Non-Project Costs

(TEXAS TAX CODE - 311.011(B)(3))

Non-Project costs are those infrastructure costs that will not be funded or reimbursed by the TIRZ but will be funded by other parties. Funding identified in Table 1 will be leveraged with other sources to secure non-project funding when appropriate and available.

Method Of Relocating Persons To Be Displaced, If Any, As A Result Of Implementing The Plan

(TEXAS TAX CODE - 311.011(B)(4))

It is not anticipated that any residents will be displaced or relocated as a result of this Plan.

Finance Plan

This document constitutes the Final Finance Plan for Tax Increment Reinvestment Zone Number One, City of Navasota as required by Chapter 311 of the Texas Tax Code. The purpose of the Zone is to finance public improvements to support new development and redevelopment in the City and ETJ. Improvements include, but are not limited to, roadways, infrastructure improvements including water, sewer and drainage, trails, streetscape enhancements, and parks and open space improvements.

Funding of projects will occur through available tax increment funds, leveraged with local, state and federal dollars and/or through reimbursement of eligible project costs advanced by private entities/developers.



Estimated Project Costs

.....

Texas Tax Code
- 311.011(C)(1)



Proposed Kind, Number, and Location
of All Proposed Public Works or Public
Improvements to be Financed by the
Zone

.....

Texas Tax Code
- 311.011(C)(2)



Economic Feasibility Study

.....

Texas Tax Code
- 311.011(C)(3)



Estimated Amount of Bond Indebtedness;
Estimated Time When Related Costs or
Monetary Obligations Are Incurred

.....

Texas Tax Code
- 311.011(C)(4),
- 311.011(C)(5)



Methods and Sources of Financing Project
Costs and Percentage of Increment From
Taxing Units Anticipated to Contribute Tax
Increment to the Zone

.....

Texas Tax Code
- 311.011(C)(6)



Current Total Appraised Value of Taxable
Real Property

.....

Texas Tax Code
- 311.011(C)(7)



Estimated Captured Appraised Value of
Zone During Each Year of Existence

.....

Texas Tax Code
- 311.011(C)(8)



Zone Duration

.....

Texas Tax Code
- 311.011(C)(9)

ESTIMATED PROJECT COSTS

(TEXAS TAX CODE - 311.011(C)(1))

Table 1 details proposed public improvements to be funded utilizing resources from the Zone. As set forth in the Plan, the dollar amounts are approximate and may be amended from time to time by the Board, with the approval of City Council. Any financing costs are a function of project financing needs and will vary with market conditions. Proposed public projects will be located throughout the Zone and along corridors within the TIRZ boundaries.

PROPOSED KIND, NUMBER, AND LOCATION OF ALL PROPOSED PUBLIC WORKS OR PUBLIC IMPROVEMENTS TO BE FINANCED BY THE ZONE

(TEXAS TAX CODE - 311.011(C)(2))

These details are described throughout the Plan and include roadway, drainage, water, sewer, stormwater management, natural gas, streetscape, trails, and parks and recreation facilities improvements. Proposed improvements are identified in Table 1, and all improvements will be located along public rights-of-way and on properties within the Zone boundary, as shown on Map 1.

ECONOMIC FEASIBILITY STUDY

(TEXAS TAX CODE - 311.011(C)(3))

An economic feasibility study was completed for the Zone boundary and is shown in Exhibit 2. Exhibit 1 constitutes incremental revenue estimates for this Plan. The future anticipated revenue of the zone is expected to be sufficient to pay for all project costs.

The Zone and the City find and determine that the Plan is economically feasible.

ESTIMATED AMOUNT OF BOND INDEBTEDNESS; ESTIMATED TIME WHEN RELATED COSTS OR MONETARY OBLIGATIONS INCURRED

(TEXAS TAX CODE - 311.011(C)(4), - 311.011(C)(5)):

Issuance of notes and bonds by the Zone may occur as tax increment revenues allow. The value and timing of the issuance of notes or bonds will correlate to debt capacity as derived from the projects and revenue schedules included in Table 1 and Exhibit 1, as well as actual market conditions for the issue and sale of such notes and bonds.

The time when related costs or monetary obligations are to be incurred is a function of the availability of TIRZ revenues, as shown in Exhibit 1.

METHODS AND SOURCES OF FINANCING PROJECT COSTS AND PERCENTAGE OF INCREMENT FROM TAXING UNITS ANTICIPATED TO CONTRIBUTE TAX INCREMENT TO THE ZONE

(TEXAS TAX CODE - 311.011(C)(6)):

Methods and sources of financing include the issuance of notes and bonds, as well as agreements with developers and other entities for grant funding and partnerships. Leveraging of funds with other entities and grants will be instrumental in realizing projects sooner, participating in larger cost projects and in adding value to projects.

Projects will be implemented through the use of the following strategies:

- Developers could advance funds for qualified projects and be reimbursed through the TIRZ, as revenues are realized through additional increment generated by the development.
- Pay-as-you-go-Projects are implemented on a pay-as-you-go basis, whereby projects are only implemented once enough revenues have been generated to fund design and construction of a project. Tax increment funds may be leveraged with other available funds in implementing projects.
- Issuing debt against the revenue stream of the TIRZ allows projects to be implemented sooner.

Tax increment associated with this Plan will consist of contributions from the City, at a rate of 50 percent of its tax rate.

CURRENT TOTAL APPRAISED VALUE OF TAXABLE REAL PROPERTY

(TEXAS TAX CODE - 311.011(C)(7))

The 2022 value of taxable real property in the Zone is estimated at \$45.5 million.

ESTIMATED CAPTURED APPRAISED VALUE OF ZONE DURING EACH YEAR OF EXISTENCE

(TEXAS TAX CODE - 311.011(C)(8))

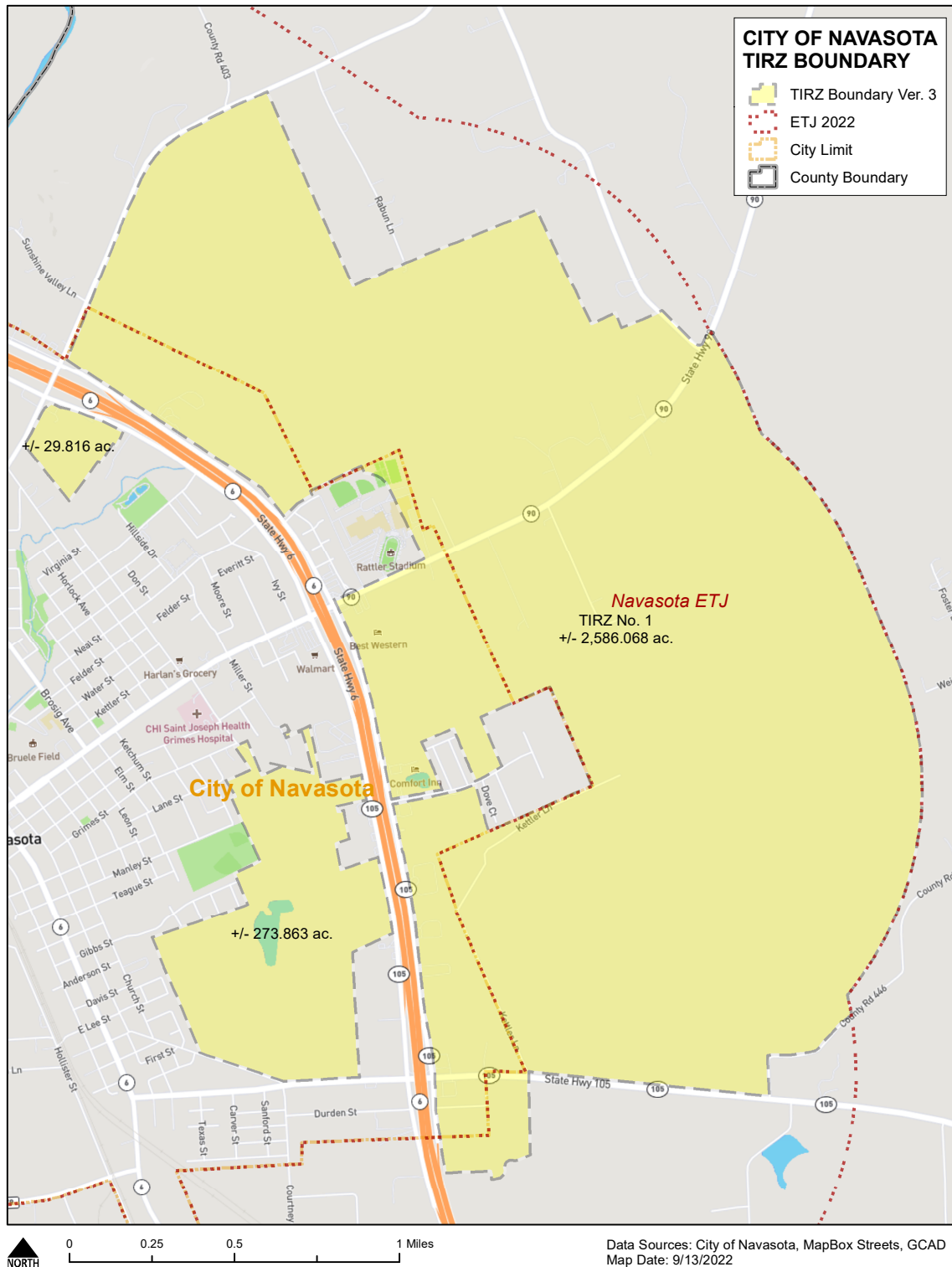
The estimated captured appraised value of the Zone during each remaining year of its existence is contained in Exhibit 1. By 2052, it is estimated the taxable value within the Zone will increase to over \$557 million.

ZONE DURATION

(TEXAS TAX CODE - 311.011(C)(9))

The Zone will terminate on December 31, 2052. Final TIRZ payments will be received in 2053. The Zone may terminate at an earlier time designated by subsequent ordinance, or at such time, subsequent to the issuance of proposed revenue bonds, notes or other obligations, if any, that all project costs, bonds, and interest on bonds have been paid in full.

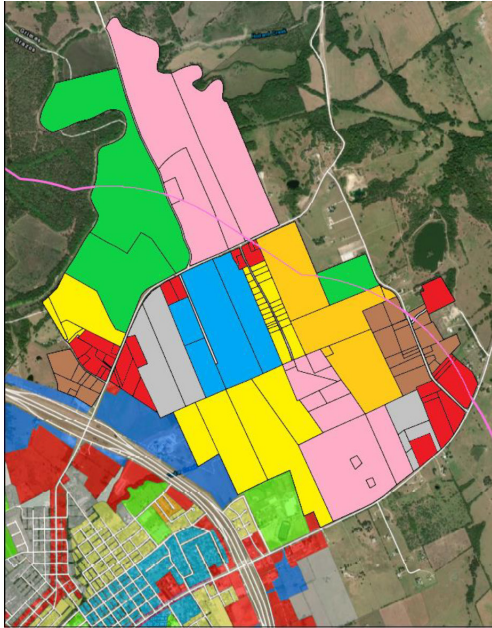
Map 1- Boundary



Map 2 - Property Classification

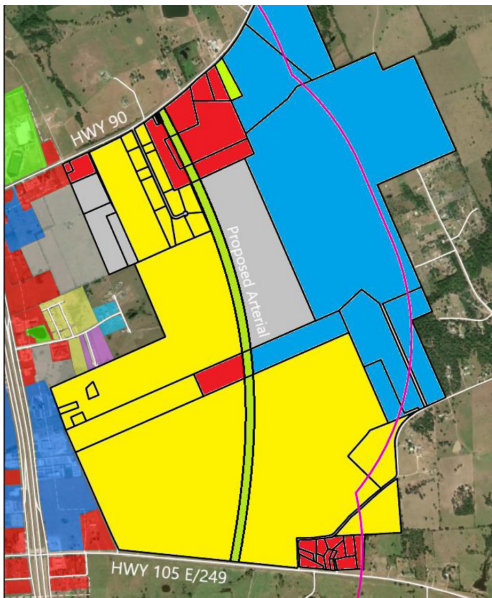


Map 3 - Proposed Uses



North East ETJ

FUTURE LAND USES	
Ag/Open Space	
R-1A: Residential 7k	
B-1: General Business	
M-1: Light Industrial	
PU: Public Use	
R-1B: Residential 10k	
R-1C: Residential 2Ac	
R-2: Residential Medium	
R-3: Residential High	



East ETJ

FUTURE LAND USES	
Ag/Open Space	
R-1A: Residential 7k	
B-1: General Business	
PU: Public Use	
R-1B: Residential 10k	
R-3: Residential High	

Exhibit 1

Taxable Value & Revenues

Projected Assessed Valuation

Tax Year	Base Year Valuation	City Projected Valuation	Projected Valuation City (Increment)
2022	\$ 45,488,600	\$ 45,488,600	\$ -
2023	\$ 45,488,600	\$ 46,853,258	\$ 1,364,658
2024	\$ 45,488,600	\$ 51,258,856	\$ 5,770,256
2025	\$ 45,488,600	\$ 68,296,621	\$ 22,808,021
2026	\$ 45,488,600	\$ 96,595,520	\$ 51,106,920
2027	\$ 45,488,600	\$ 125,743,386	\$ 80,254,786
2028	\$ 45,488,600	\$ 152,015,687	\$ 106,527,087
2029	\$ 45,488,600	\$ 179,076,158	\$ 133,587,558
2030	\$ 45,488,600	\$ 206,948,443	\$ 161,459,843
2031	\$ 45,488,600	\$ 234,156,896	\$ 188,668,296
2032	\$ 45,488,600	\$ 241,181,603	\$ 195,693,003
2033	\$ 45,488,600	\$ 268,417,051	\$ 222,928,451
2034	\$ 45,488,600	\$ 276,469,562	\$ 230,980,962
2035	\$ 45,488,600	\$ 294,763,649	\$ 249,275,049
2036	\$ 45,488,600	\$ 318,606,559	\$ 273,117,959
2037	\$ 45,488,600	\$ 343,164,755	\$ 297,676,155
2038	\$ 45,488,600	\$ 368,459,698	\$ 322,971,098
2039	\$ 45,488,600	\$ 379,513,489	\$ 334,024,889
2040	\$ 45,488,600	\$ 390,898,894	\$ 345,410,294
2041	\$ 45,488,600	\$ 402,625,861	\$ 357,137,261
2042	\$ 45,488,600	\$ 414,704,636	\$ 369,216,036
2043	\$ 45,488,600	\$ 427,145,775	\$ 381,657,175
2044	\$ 45,488,600	\$ 439,960,149	\$ 394,471,549
2045	\$ 45,488,600	\$ 453,158,953	\$ 407,670,353
2046	\$ 45,488,600	\$ 466,753,722	\$ 421,265,122
2047	\$ 45,488,600	\$ 480,756,333	\$ 435,267,733
2048	\$ 45,488,600	\$ 495,179,023	\$ 449,690,423
2049	\$ 45,488,600	\$ 510,034,394	\$ 464,545,794
2050	\$ 45,488,600	\$ 525,335,426	\$ 479,846,826
2051	\$ 45,488,600	\$ 541,095,489	\$ 495,606,889
2052	\$ 45,488,600	\$ 557,328,353	\$ 511,839,753

Projected Revenue

Tax Year	Coll Year	Total Revenues	TIRZ Revenues (50%)
2022	2023	\$ -	\$ -
2023	2024	\$ 7,614	\$ 3,807
2024	2025	\$ 32,193	\$ 16,097
2025	2026	\$ 127,249	\$ 63,625
2026	2027	\$ 285,133	\$ 142,566
2027	2028	\$ 447,753	\$ 223,876
2028	2029	\$ 594,330	\$ 297,165
2029	2030	\$ 745,304	\$ 372,652
2030	2031	\$ 900,807	\$ 450,404
2031	2032	\$ 1,052,607	\$ 526,303
2032	2033	\$ 1,091,799	\$ 545,899
2033	2034	\$ 1,243,749	\$ 621,875
2034	2035	\$ 1,288,675	\$ 644,338
2035	2036	\$ 1,390,740	\$ 695,370
2036	2037	\$ 1,523,763	\$ 761,882
2037	2038	\$ 1,660,777	\$ 830,388
2038	2039	\$ 1,801,901	\$ 900,950
2039	2040	\$ 1,863,572	\$ 931,786
2040	2041	\$ 1,927,092	\$ 963,546
2041	2042	\$ 1,992,519	\$ 996,259
2042	2043	\$ 2,059,908	\$ 1,029,954
2043	2044	\$ 2,129,319	\$ 1,064,659
2044	2045	\$ 2,200,812	\$ 1,100,406
2045	2046	\$ 2,274,450	\$ 1,137,225
2046	2047	\$ 2,350,297	\$ 1,175,149
2047	2048	\$ 2,428,420	\$ 1,214,210
2048	2049	\$ 2,508,886	\$ 1,254,443
2049	2050	\$ 2,591,766	\$ 1,295,883
2050	2051	\$ 2,677,133	\$ 1,338,566
2051	2052	\$ 2,765,060	\$ 1,382,530
2052	2053	\$ 2,855,626	\$ 1,427,813
		\$ 46,819,251	\$ 23,409,626

Notes/Assumptions:

2022 taxable values includes properties within the City & ETJ. Increment will only be generated upon annexation of properties into the City Limits.

Exhibit 2

Existing Conditions & Feasibility

Introduction

This document outlines the existing conditions of the Navasota area and assesses the feasibility of using a tool like tax reinvestment zone financing in catalyzing new development and redevelopment opportunities within the zone boundary. Tax Increment Reinvestment Zones are governed by Chapter 311 of the Texas Tax Code and are created by cities to support development and/or redevelopment of areas that would not otherwise occur in the foreseeable future. There are a number of conditions under which a reinvestment zone can be created, including being predominately open or undeveloped land with limited infrastructure.

Proposed Boundary

The proposed Zone boundary, as shown in Map 1, is approximately 2,890 acres and is located entirely within both Navasota's corporate limits, as well as its ETJ. The Zone is largely bounded by State Highway 6 to the west, Navasota's ETJ limit to the east, FM 3090 to the north, and State Highway 105 / TX-515 Spur and County Road 446 to the south. Approximately 274 acres lies near the northwest corner of the State Highway 6 / TX-515 Spur intersection, and approximately 30 acres lies at the southwest corner of the State Highway 6 / FM 3090 intersection.

In identifying areas appropriate for tax increment financing and drafting the Zone boundary, the following were considered:

- 30% residential limit allowed by State Statute. No more than 30% of the taxable value of the proposed Zone may be classified as residential use. Uses classified as residential with the proposed Zone boundary currently make up just under 10% of taxable value and less than 2% of total acreage. Commercial uses account for the largest percent of taxable value within the proposed Zone, at approximately 61%, while only accounting for roughly 3% of its total acreage. See Map 2.
- Underserved, underutilized, and vacant areas that would benefit from public infrastructure improvements.
- Areas that would generate increment through public improvements including vacant, underdeveloped / underutilized parcels and areas prime for development / redevelopment.
- Approximately 2,692 acres, which reflects 94% of the total acreage in the proposed Zone boundary, consists of largely undeveloped land (Agricultural, Farm and Ranch, and Vacant Lot land uses). See Map 2.
- Properties that have a lower value per acre offer opportunities for redevelopment and added value creation through more intense uses. See Map 3.

Existing Conditions

A review of existing conditions was conducted through windshield surveys, review of previous plans and studies, and data analysis to identify conditions and areas within the Navasota area that would benefit from a tool like Tax Increment Financing. Results of the existing conditions review show that there are a number of conditions and issues that are present within the proposed Zone that impede the sound growth of the area and its ability to reach its full economic potential. These conditions include the following:

Lack of infrastructure including Water & Sewer

With the exception of the acreage west of SH 6, virtually all of the remaining acreage is outside of Navasota's water and sewer service areas, as well as those of any other provider, and existing commercial and residential facilities rely on individual water wells and septic systems. Additionally, 93% of the proposed Zone's area, or 2,642 acres, is currently undeveloped land without major infrastructure and primarily in agricultural use.

Mobility & Connectivity

Approximately 0.25 miles of SH 105 and 1.4 miles of SH 90S fall, both east/west major arterials, fall within the proposed Zone boundary. Apart from these roads, only a small handful of local streets exist within the Zone. These are of insufficient quantity and design to support existing / future development patterns and multiple modes of travel. With the exception of the hard corners at the intersections of SH 6 / SH 105 and SH 6 / SH 90S, there is no existing pedestrian and bicycle paths.

Drainage & Flooding

Regulatory Floodway and 100 Year Floodplain are relatively limited within the proposed Zone as a whole; however, a large portion of the flood hazard areas are concentrated within the non-contiguous +/- 274-acre parcel. See Map 4. Current runoff within the proposed Zone is largely handled by natural drainage features such as creeks, as well as open ditches on local road and along the nearby arterial roadways.



Underutilized Acreage / Vacant Buildings

The proposed Zone is currently bounded by a freeway, SH 6, and major arterial roadways, SH 105 and FM 3090. It is bisected by another Major Arterial roadway, SH 90S. Currently, commercial development within the proposed Zone exists along the SH 6 frontage road and at its intersections. Most of the adjacent frontage along the major arterials within the Zone is agricultural land or occupied by older, single-family residential dwellings that are prime for redevelopment as the area grows and traffic flow along these corridors increases. Reinvestment in these areas will be dependent on public infrastructure improvements including water, sewer, and drainage facilities, as well as potential roadway enhancements. Residential properties that have a lower value per acre offer opportunities for redevelopment and creating added value through more intense uses. Aging buildings / structures offer opportunities for redevelopment.



Demographic & Socioeconomic Overview

An analysis of the demographic makeup and market was conducted to fully understand the patterns, trends, and needs of the community. Data for the demographic overview was collected for the City of Navasota and for Grimes County.

Population & Households : At –A-Glance

The City of Navasota’s population largely consists of young families. Similar to Grimes County, nearly 70% of Navasota’s households are family households, though the Navasota family size is marginally larger. Ethnically, Navasota is significantly more diverse than Grimes County, with a lower White population and higher Black and Hispanic populations than the county as a whole, respectively.

Median Household Income in Navasota is \$59,152, slightly less than that of Grimes County. The city’s population is employed evenly as white collar and blue collar workers within the Services, Retail Trade, and Manufacturing industries. Approximately 36% of the population 25 years+ has a high school diploma as their highest level of education, similar to Grimes County; however, only 14% of Navasota residents hold a Bachelor’s or Graduate degree, less than Grimes County at 18%.

Table 1- 2022 Summary Population Characteristics

	City of Navasota	Grimes County
Population	7,598	29,920
Households	2,762	10,388
HH Average Size	2.72	2.62
Families	1,911	7,232
Average Family Size	3.34	3.18
Median Age	34.9	40.7
Median Household Income	\$59,152	\$63,007
Median Home Value	\$147,119	\$195,553
Business	377	870
Employees	3,418	9,119
Employee / Residential Population Ratio (per 100 Residents)	45	30

Source: ESRI, 2022

Age & Race

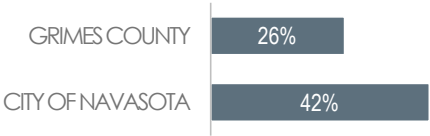
With a median age of 34.7 years and more than 30% of residents under the age of 18, Navasota has a younger population than Grimes County as a whole, which has a median age of 40.7 years and only 23% of residents younger than 18.

In addition to being younger than the surrounding area, the City of Navasota also is more diverse. White residents make up 40% of Navasota while comprising the majority of Grimes County inhabitants. Navasota has twice the relative population of black residents and nearly two thirds the relative population of Hispanic residents than Grimes County.

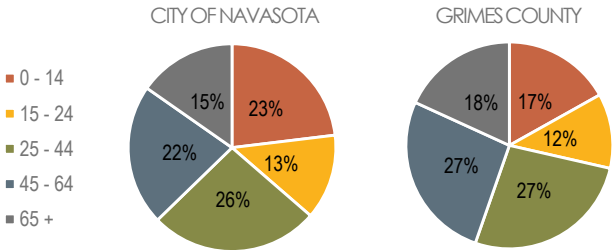
**A Diversity Index of 85.7 translates to a probability of 85.7% that two people randomly chosen from the area's population would belong to different race or ethnic groups.*

Navasota has a Diversity Index* of 85.7, higher than both Grimes County at 73 and the United States as a whole, which in 2020 had a Diversity Index of 65.1.

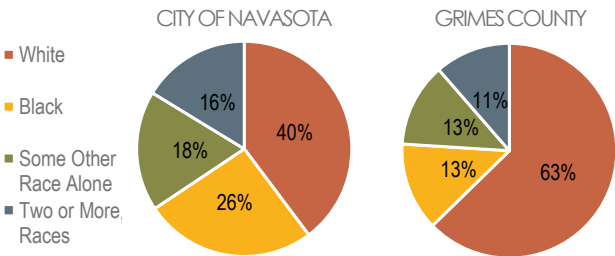
Hispanic Origin



Population by Age



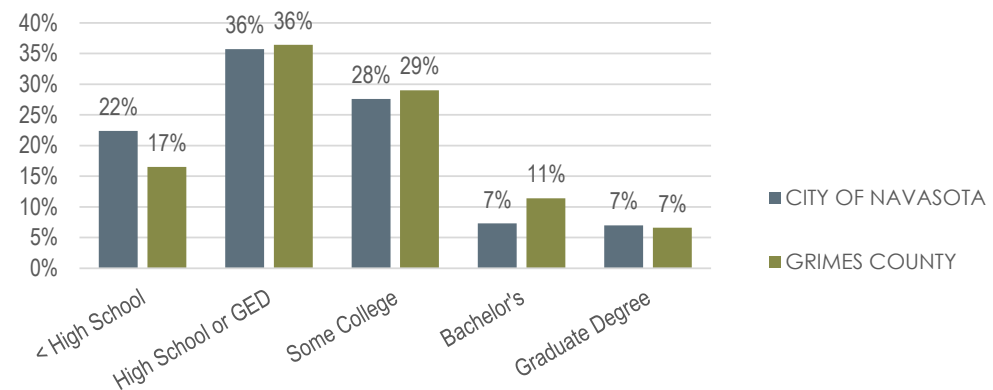
Population by Race



Educational Attainment

In the City of Navasota, 78% of the population aged 25 years or older has a high school degree or higher, slightly less than Grimes County at 83% capture rate for these education segments. Approximately, 14% of Navasota residents hold at least a four-year college degree, versus 18% in Grimes County.

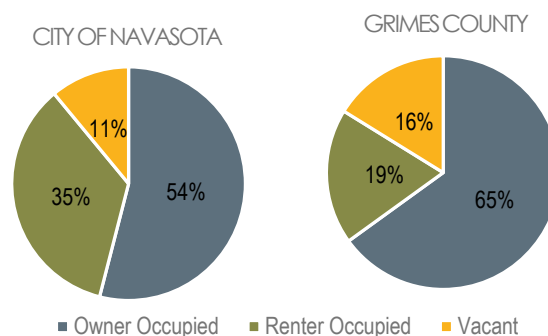
2022 Educational Attainment Ages 25+



Housing

Residential uses in Navasota include clusters of predominantly single-family homes interspersed with mobile homes and multi-family units. 54% of the housing stock is currently owner occupied, while 35% is renter occupied. The median home value is \$147,119, nearly 25% lower than the average home value in Grimes County, \$195,553.

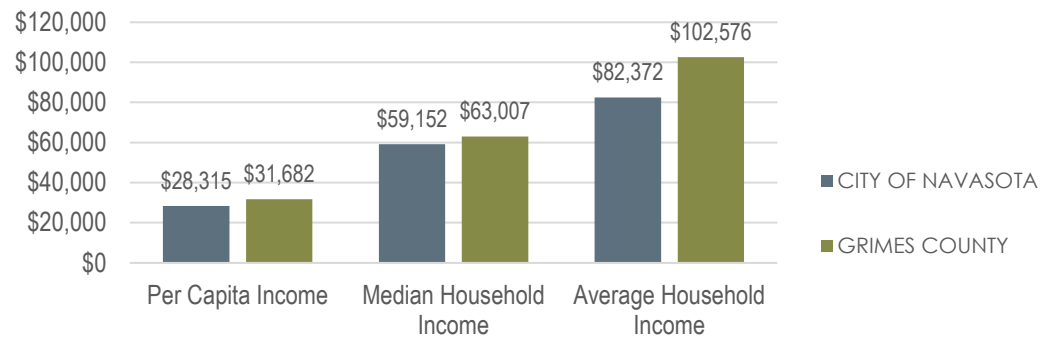
2022 Housing Unit Summary



Income

In 2022, the City of Navasota's Per Capita Income is \$28,315, 11% less than that of Grimes County. Navasota's Median Household Income, \$59,152, is also smaller than that of Grimes County, though by a smaller margin – 6%.

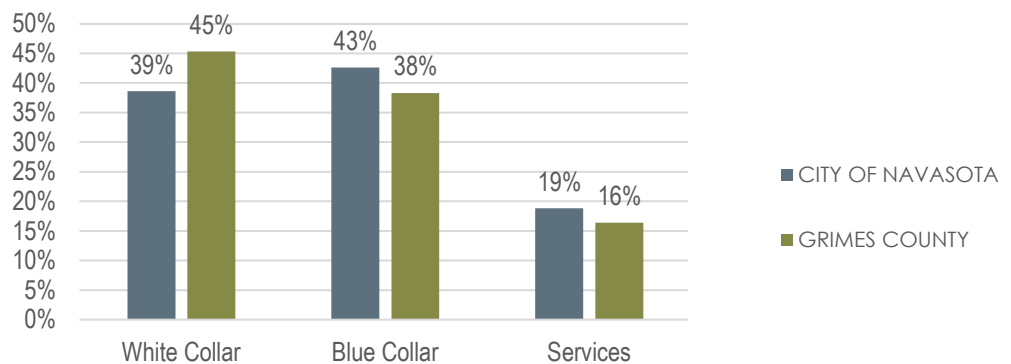
2022 Income



Resident Employment by Occupation

The City currently has 3,267 residents aged 16+ engaged in the labor force, or 95.1% of the total population actively seeking employment. Grimes County falls just short of Navasota with 94.9% of residents in the labor force. Roughly 39% of Navasota residents are employed as White Collar workers with slightly more, 43%, in Blue Collar jobs. The remainder of the City's labor force work in Service occupations. Comparatively, Grimes County has more residents employed in White Collar jobs and less in Blue Collar and Service occupations. White Collar workers in the City are split relatively evenly among Management / Business / Financing, Professional, Sales, and Administrative Support roles. Production and Transportation roles make up the majority of its residents Blue Collar jobs.

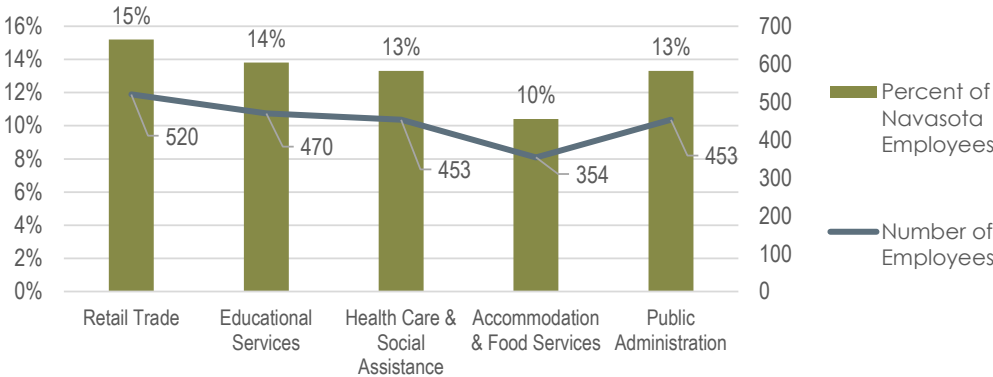
2022 Income Employed Population 16+ by Occupation



Business & Industry

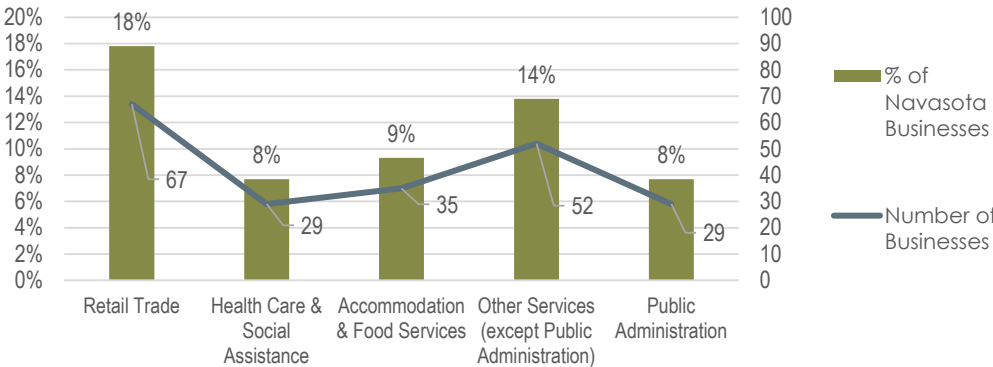
There are approximately 377 businesses in the City of Navasota employing roughly 3,418 individuals. In terms of employment, Retail Trade, Educational Services, Health Care & Social Assistance, Public Administration, and Accommodation & Food Service comprise the top five industries; together they employ 66% of employees within the city, or roughly 2,250 individuals. When looking at business counts, Retail Trade dominates with nearly 18% of Navasota businesses, followed by Other Services*, Accommodation & Food Services, Health Care & Social Assistance, and Public Administration. In total, these industries account for just over 56% of businesses within the city.

Employees by Industry, City of Navasota



Businesses by Industry, City of Navasota

**Other Services includes automotive and commercial / industrial repair & maintenance, personal & household goods repair & maintenance, personal care services, dry cleaning & laundry services, religious organizations, civic & social organizations, etc.*



TIRZ as a Tool

As shown in the existing conditions analysis, the area within the Zone meets many of the conditions required by Chapter 311 for designation as a tax increment reinvestment zone. These conditions include the following:

- Area is predominately open with physical and economic constraints to development
- Defective or inadequate sidewalks, utilities, or street layout
- Faulty lot layout in relation to size, adequacy, accessibility, or usefulness
- Unsanitary or unsafe conditions
- An area's tax base is relatively low

Given these conditions, the area would benefit from utilizing a tool like tax increment financing. There are a number of opportunities for growth and development within the proposed Zone boundary, especially given its proximity to State Highway 6 and the extension of State Highway 249 via State Highway 105. However, the area lacks the necessary infrastructure to support future development and redevelopment. Opportunities for new investment include vacant land, and older and underutilized properties adjacent to major thoroughfares that are prime for redevelopment. Utilizing a tool like a TIRZ would attract public and private investment, providing initial financing for much needed public infrastructure improvements, including water and sewer, trails and recreation facilities, mobility and streetscape enhancements, and other economic development initiatives. Improvements would ultimately be funded from tax increment revenues (captured value) following new residential and commercial development. The development of the Zone to its fullest potential would not be feasible in the near future without the assistance of a tool like a TIRZ.

Potential Projects

Potential projects may include but are not limited to:

- Water, wastewater, natural gas and drainage improvements associated with new commercial and residential developments
- Wastewater treatment plant
- Stormwater management improvements including land acquisition and detention
- Roadway and mobility enhancements and connections
- Value added improvements to State funded projects including the SH 249 extension
- Streetscape enhancements including enhanced intersections, ADA accessibility improvements, sidewalks, crosswalks, pedestrian signals, landscaping, pedestrian amenities, lighting, facade improvements, signage/wayfinding and public art
- Parks, trails and recreation improvements
- Parking and safety improvements

Projected Growth and Revenues

The SH 249 Expansion Project will represent, upon completion, the second major corridor directly linking the City of Navasota and the Houston MSA. A combination of a controlled access tollway and a rural highway, SH 249 will ultimately connect to SH 105 via an elevated interchange roughly 6 miles east of Navasota. TxDOT currently anticipates a 2023 completion. Not only will the Project provide easy, reliable, and aesthetically pleasing access to the Houston MSA for outward-bound daily commuters, but it will provide better access to Navasota for rural and suburban residents living in the commercially underserved quadrant southeast of the city. With enhanced access to the area, combined with increasing growth pressures, the City will be able to capture new development in the eastern portion of the City Limits and ETJ, with the availability of adequate infrastructure. Navasota is already starting to see an increase in both residential and commercial activity in its City Limits and an interest in development in its ETJ.

As part of the feasibility analysis, three revenue scenarios were developed that reflect different assumptions as it relates to the timing of planned projects, growth rates and availability of infrastructure to support future development. Given that the majority of the Zone lies within the City's ETJ, it is assumed that as growth occurs, developments will be annexed into the City Limits. Funding or reimbursement for public infrastructure can serve as a mechanism to allow for voluntary annexation into the City. The purpose of the scenarios is to show the growth potential within the area and demonstrate the financial feasibility of the proposed reinvestment zone.

Results of the three scenarios are shown in Tables 2 and 3. As shown, projected Taxable Value in 2052 ranges from \$341 million to \$557 million. Projected revenues available for TIRZ projects range from \$14 million to \$23 million.

Table 2 - Taxable Values

	Scenario 1	Scenario 2	Scenario 3
2022	\$45,488,600	\$45,488,600	\$45,488,600
2027	\$107,980,886	\$125,743,386	\$125,743,386
2032	\$188,786,478	\$241,181,603	\$241,181,603
2037	\$218,855,270	\$301,777,937	\$343,164,755
2042	\$253,713,241	\$349,843,339	\$414,704,636
2047	\$294,123,182	\$405,564,313	\$480,756,333
2052	\$340,969,380	\$470,160,193	\$557,328,353

Table 3 - Revenues

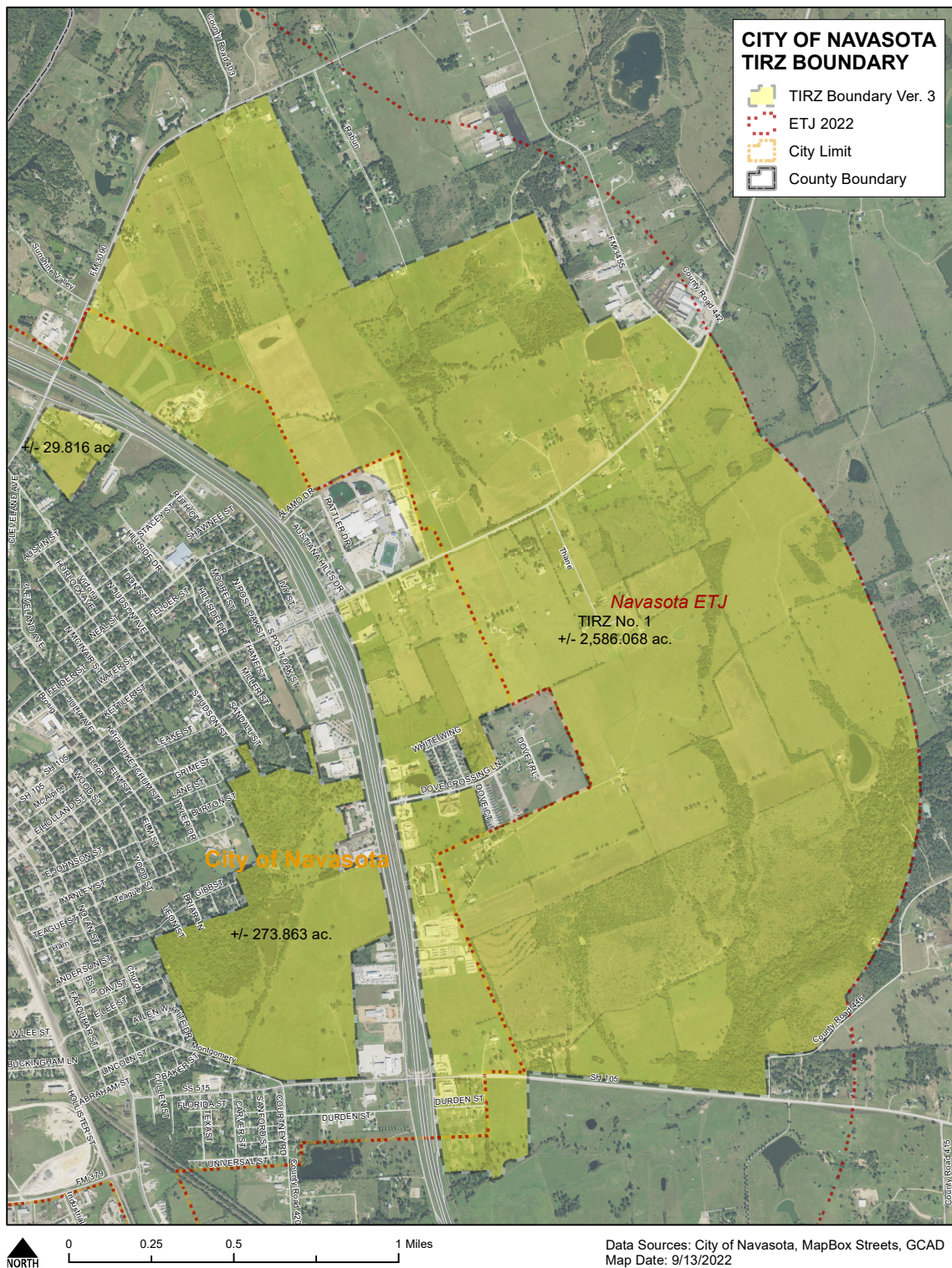
	Scenario 1	Scenario 2	Scenario 3
2022	\$-	\$-	\$-
2027	\$174,327	\$223,876	\$223,876
2032	\$399,739	\$545,899	\$545,899
2037	\$483,618	\$714,937	\$830,388
2042	\$580,857	\$849,019	\$1,029,954
2047	\$693,584	\$1,004,456	\$1,214,210
2052	\$824,264	\$1,184,651	\$1,427,813
Total	\$14,032,045	\$20,175,286	\$23,409,626

There are a number of opportunities for growth and development within the Zone boundaries, particularly given its easy access to major State Highways 6 and 249. Public improvements funded / implemented by the City and other partners would stimulate commercial and residential development and redevelopment within the Zone. Provision of water, sewer, drainage and mobility improvements would support the viability and quality of new development.

Based on values and revenue projections for the scenarios as outlined in this report, revenues generated as a result of capital improvements made by the public in all scenarios would be sufficient to fund certain public infrastructure improvements within the proposed Zone.

The extent and quality of development in the proposed Zone is dependent upon the timing and implementation of public infrastructure projects including water, sewer, drainage, and roadway improvements. A financing tool like a TIRZ can facilitate and expedite new development and investment within the Zone boundaries, providing economic opportunity not only in terms of increased property values and sales tax but also housing, employment, and quality of life amenities for residents and businesses.

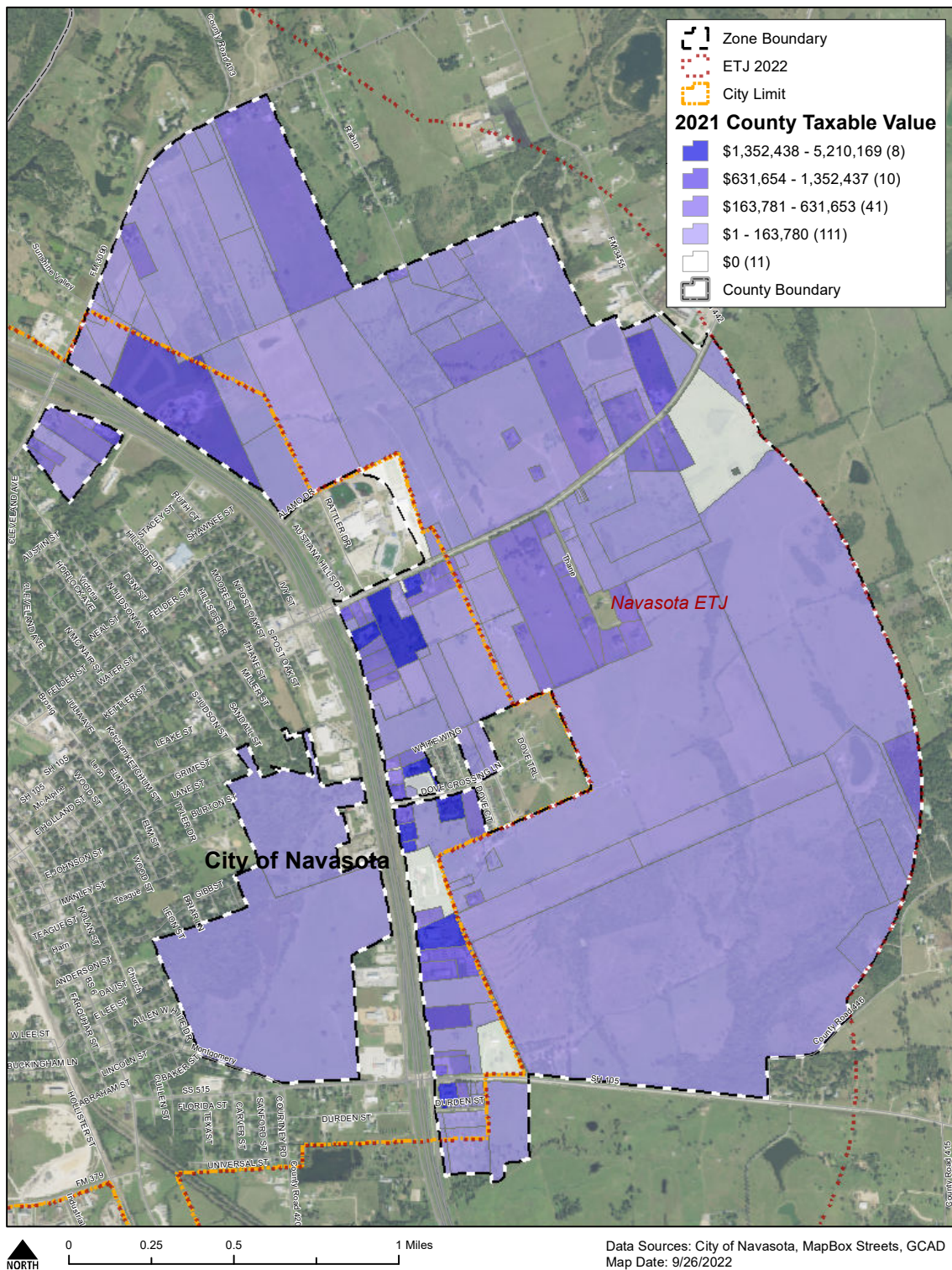
Map 1- Proposed Boundary, Aerial View



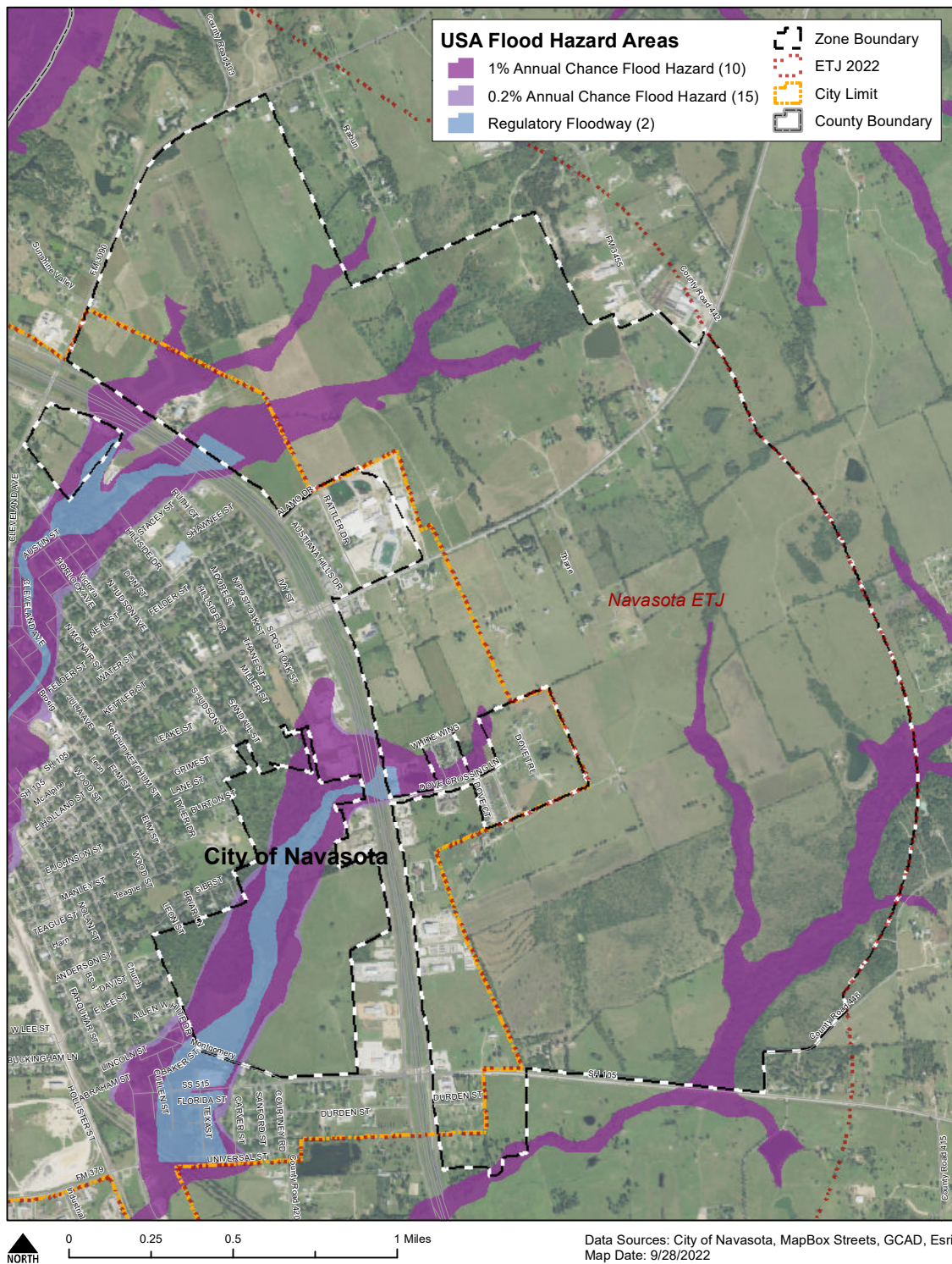
Map 2 - Property Classification



Map 3 - Taxable Value



Map 4 - Flood Hazard Areas





REQUEST FOR CITY COUNCIL AGENDA ITEM #12E

Agenda Date Requested: <u>January 23, 2023</u>	Appropriation
Requested By: <u>Jennifer Reyna, Director</u>	Source of Funds: <u>400 - Sewer Fund</u>
Department: <u>Public Works</u>	Account Number: <u>400-515-310.00</u>
<input checked="" type="radio"/> Report <input type="radio"/> Resolution <input type="radio"/> Ordinance	Amount Budgeted: <u>\$350,000</u>
	Amount Requested: <u>\$73,602</u>
	Budgeted Item: <input checked="" type="radio"/> Yes <input type="radio"/> No

Exhibits: Zima Corporation Quote for Clarifier & Drive Unit

AGENDA ITEM #12E

Approve a contract between the City of Navasota and Zima Corporation in the amount of \$73,602.00 for the purchase of materials and associated items related to emergency repairs to the clarifier and other equipment at the City's Wastewater Treatment Plant, as authorized by Section 252.022(a)(3), Texas Local Government Code, as a procurement necessary because of unforeseen damage to public machinery, equipment, or other property caused by the December 2022 winter weather.

SUMMARY & RECOMMENDATION

On Christmas weekend last year, Texas sustained freezing temperatures during Winter Storm Elliott. Unfortunately, the large clarifier at the City of Navasota wastewater treatment plant incurred mechanical failures, which help separate the solids before disinfection and discharge of the water to the creek. The failed part is available but will need to be manufactured. This process can take 6-months or more to get the clarifier back up and running. In the meantime, staff has been utilizing the smaller clarifier, but that unit is not able to keep up the current flow of the plant on its own. The clarifier has been in service since 1995.

During the fiscal year 2022-23 budget process, City Council approved \$350,000 in capital improvements for Phase 2 of the WWTP. Due to these unforeseen damages caused by Winter Storm Elliott, staff will be utilizing the budgeted funds for Phase 2 of the WWTP project to make these required repairs. Additionally, staff will be filing an insurance claim with TML concerning this issue since it was storm related.

The cost of the replacement 90' clarifier is \$73,602, while the cost of installation is \$47,832. The cost of materials, production, and installation exceeds \$50,000, which requires City Council approval. Generally, this item would be required to be competitively bid. However, Section 252.022(a)(3) of the Texas Local Government

Code allows a municipality to make emergency purchases because of unforeseen damage to public machinery, equipment, or other property without having to go through the bidding process. Due to time constraints of the production time, staff recommends City Council approve a contract with Zima Corporation in the amount of \$73,602 for the purchase of materials and associated items related to the emergency repairs to the clarifier at the Navasota wastewater treatment plant.

ACTION REQUIRED BY CITY COUNCIL

Approve a contract between the City of Navasota and Zima Corporation in the amount of \$73,602.00 for the purchase of materials and associated items related to emergency repairs to the clarifier and other equipment at the City's Wastewater Treatment Plant, as authorized by Section 252.022(a)(3), Texas Local Government Code, as a procurement necessary because of unforeseen damage to public machinery, equipment, or other property caused by the December 2022 winter weather.

Approved for the City Council meeting agenda



Jason B. Weeks, City Manager

1/17/23

Date

Quotation: SP-07772-22



Customer Number:

Page: 1 of 1

Customer:

GREG
NAVASOTA WWTP
NAVASOTA, TX
USA

Quotation

Date: 12/29/2022
Expiration: 1/29/2023
Terms: NET 30 DAYS FREIGHT PREPAID &
ADDED TO INVOICE
FOB: EXWORKS
Ship Via: MOTOR FREIGHT
Leadtime: 24 Weeks

Phone: 832-427-0670
3GBONEFAS@GMAIL.COM

Fax:

Quote Specifications:

REF: JOB# 950468
NAVASOTA WWTP
NAVASOTA, TX
90'-0" Ø CLARIFIER
MODEL: HBPS

NOTE: CUSTOMER RESPONSIBLE FOR INSTALLATION !

Line No	Qty	Part ID# Description	Unit Price	Extended Price
1	1.00	30D-9 CLARIFIER DRIVE UNIT CONTINUOUS TORQUE: 20,000 FT-LBS UNIT ALARM TORQUE: 20,000 FT-LBS UNIT SHUT-OFF TORQUE: 26,000 FT-LBS SHEAR PIN TORQUE: 30,000 FT-LBS REPLACEMENT FOR EXISTING: * DRIVE UNIT SN# 950468-90	73,602.00	\$73,602.00

Quotation Total (US Dollars): \$73,602.00

AUTHORIZED SIGNATURES

Customer Acceptance

Tonya Robinson
TONYA ROBINSON

1. All prices are stated in US Dollars.
2. Minimum order of \$50 required.
3. Quote is valid for 30 days from the date of the quote.
4. Any applicable Banking fees, Sales, Use, Excise or other Taxes or Duties shall be paid by the buyer directly to the appropriate authority. If Tax Exempt, an Exempt Certificate must be sent with the Purchase Order.
5. A Purchase Order issued to Zima Corp., PO. Box 6128, Spartanburg, SC 29304, is required for Order Entry.
6. An estimated shipping date will be confirmed at the time of order placement based on the current manufacturing load at that time.

VM-09_0





REQUEST FOR CITY COUNCIL AGENDA ITEM #12F

Agenda Date Requested: <u>January 23, 2023</u>	Appropriation
Requested By: <u>Jennifer Reyna, Director</u>	Source of Funds: <u>400 - Sewer Fund</u>
Department: <u>Public Works</u>	Account Number: <u>400-515-310.00</u>
<input checked="" type="radio"/> Report <input type="radio"/> Resolution <input type="radio"/> Ordinance	Amount Budgeted: <u>\$350,000</u>
	Amount Requested: <u>\$47,832</u>
	Budgeted Item: <input checked="" type="radio"/> Yes <input type="radio"/> No

Exhibits: Teal Services (Labor) Quote

AGENDA ITEM #12F

Approve a contract between the City of Navasota and Teal Services, LLC in the amount of \$47,832.00 for the purchase of materials and associated items related to emergency repairs to the clarifier and other equipment at the City's Wastewater Treatment Plant, as authorized by Section 252.022(a)(3), Texas Local Government Code, as a procurement necessary because of unforeseen damage to public machinery, equipment, or other property caused by the December 2022 winter weather.

SUMMARY & RECOMMENDATION

On Christmas weekend last year, Texas sustained freezing temperatures during Winter Storm Elliott. Unfortunately, the large clarifier at the City of Navasota wastewater treatment plant incurred mechanical failures, which help separate the solids before disinfection and discharge of the water to the creek. The failed part is available but will need to be manufactured. This process can take 6-months or more to get the clarifier back up and running. In the meantime, staff has been utilizing the smaller clarifier, but that unit is not able to keep up the current flow of the plant on its own. The clarifier has been in service since 1995.

During the fiscal year 2022-23 budget process, City Council approved \$350,000 in capital improvements for Phase 2 of the WWTP. Due to these unforeseen damages caused by Winter Storm Elliott, staff will be utilizing the budgeted funds for Phase 2 of the WWTP project to make these required repairs. Additionally, staff will be filing an insurance claim with TML concerning this issue since it was storm related.

The cost of the replacement 90' clarifier is \$73,602, while installation cost is \$47,832. The cost of materials, production, and installation exceeds \$50,000, which requires City Council approval. Generally, this item would be required to be competitively bid. However, Section 252.022(a)(3) of the Texas Local Government Code allows a

municipality to make emergency purchases because of unforeseen damage to public machinery, equipment, or other property without having to go through the bidding process. Due to time constraints of the production time for the clarifier and then installation, staff recommends City Council approve a contract with Teal Services, LLC to provide labor and equipment to remove and replace the clarifier drive unit.

ACTION REQUIRED BY CITY COUNCIL

Approve a contract between the City of Navasota and Teal Services, LLC in the amount of \$47,832 to provide labor and equipment to remove and replace the clarifier drive unit at the City's Wastewater Treatment Plant, as authorized by Section 252.022(a)(3), Texas Local Government Code, as a procurement necessary because of unforeseen damage to public machinery, equipment, or other property caused by the December 2022 winter weather.

Approved for the City Council meeting agenda



Jason B. Weeks, City Manager

1/17/23

Date



Teal Services LLC.

SCR-U-2470933, State of Texas

Teal Services LLC. Is an Approved Contractor with the City of Bryan Texas.

Project: City of Navasota 90' Clarifier Drive Replacenment

Addendums: None

1/4/2023 Updated

Teal Services LLC. Proposes the following Scopes for Prices stated below and with clarifications as noted,

1

90' Clarifier Drive Installation

Provide **Labor and Equipment** to remove and replace City Furnished clarifier drive Unit. Existing rakes will be supported, Bridge Assembly's removed and reinstalled, Install drive unit, Lubricate and Level.

Total Amount Clarifier Scope, \$ 47,832.00

- 1) Drive Unit Assembly to be furnished by City
- 2) Clarifier will need to be emptied and cleaned before work can began.
- 3) Billings will be submitted monthly for the portions of work scope completed. Net 30 Days
- 4) **Add 2% If Payment & Performance Bonds are required.**
- 5) Coatings not included.

Thank you for the opportunity to quote you,

Chad Smith- RME-U-2470931, State of Texas
Teal Services LLC.
281-467-4407 cell
Chad@Tealtexas.com