<u>NOTICE OF A MEETING</u> OF THE CITY COUNCIL OF THE CITY OF HEMPSTEAD

Notice is hereby given that a Regular Meeting of the City Council of the City of Hempstead will be held on **Monday, the 15th day of March, A.D., 2021 at 6:00 P.M.** in the City Hall at 1125 Austin Street, Hempstead, Texas, at which time the following subjects will be discussed, to-wit:

- 1. Call to order and invocation.
- 2. Pledge of Allegiance.
- 3. Public Comments.
- 4. Consideration and action on minutes of February 22, 2021 and March 1, 2021 meetings.
- 5. Consideration and action on an Ordinance of the City of Hempstead, Texas declaring Unopposed Qualified Candidates in the May 1, 2021 General City Election, elected to office, cancelling the election; providing a severability clause; and providing an effective date.
- 6. Consideration and action on Engineering Contract with Strand Associates for the TxCDBG Project, Contract Number 7220162.
- 7. Consideration and action on a Resolution granting a permit to Mr. B. Fireworks to have a supervised public fireworks display on July 4, 2021 at the Hempstead City Park.
- 8. Consideration and action on Change Order No. 1 from G&A Boring Directional, LLC for the SH 290 Water and Gas Utility Extension.
- 9. Consideration and action on payment of current bills.
- 10. Sales Tax for March 2021.
- 11. Adjourn City Council Meeting.

The City Council of the City of Hempstead reserves the right to adjourn into executive session at any time during the course of this meeting to discuss any of the matters listed below authorized by <u>Texas Government Code</u>, Sections 551.071 (Consultation with Attorney), 551.072 (Deliberations about Real Property), 551.073 (Deliberations about Gifts and Donations), 551.074 (Personnel Matters), 551.076 (Deliberations about Security Devices), 551.087 (Economic Development), and 551.086 (Certain Public Power Utilities: Competitive Matters). Council may act in Open Session on any item listed for Executive Session.

Dated this the 12th day of March, A.D., 2021.

Barbara Haffelfinger, City Secretary By: &

I, the undersigned authority, do hereby certify that the above Notice of a Regular Meeting of the governing body of the City of Hempstead is a true and correct copy of said Notice, and that a true and correct copy of said Notice was posted on the City Hall bulletin board and entrances to City Hall, in the City Hall of said City of Hempstead, Texas, a place convenient and readily accessible to the general public at all times, and that said Notice was posted on March 12, 2021 at 2:30 P.M. and remained so posted continuously for at least 72 hours preceding the scheduled time of said meeting.

Dated this the 12^{th} day of March, A.D., 2021.

By: Barbara Haffelfinger, Div Segret

SUPPLEMENTAL NOTICE OF MEETING BY TELEPHONE CONFERENCE

In accordance with order of the Office of the Governor issued March 16, 2020, the City of Hempstead will conduct the meeting scheduled at 6:00 P.M. on Monday, the 15th day of March at Hempstead City Hall, 1125 Austin Street, Hempstead, Texas by telephone conference in order to advance the public health goal of limiting face-to-face meetings (also called "social distancing") to slow the spread of the Coronavirus (COVID-19). Limited public access will be allowed, in order to maintain social distancing practices.

This supplemental written notice, the meeting agenda, and the agenda packet, are posted online at <u>www.hempsteadcitytx.com</u>.

The public toll-free dial-in number to participate in the telephonic meeting is **1-346-248-7799; Access Code 989-478-2100**

The public will be permitted to offer public comments telephonically as provided by the agenda and as permitted by the presiding officer during the meeting.

A recording of the telephonic meeting will be made, and will be available to the public in accordance with the Opening Meetings Act upon written request.

STATE OF TEXAS COUNTY OF WALLER CITY OF HEMPSTEAD

BE IT REMEMBERED that on the 22nd day of February, A.D., 2021 at 6:00 P.M. the City Council met in Special Session at the City Hall in said City, there being present, to-wit:

Dave Shelburne, Mayor Katherine Ragston, Mayor Pro-Tem Erica Ragston, Councilmember Lonnie Garfield, Councilmember Raul Villarreal, Councilmember Ben Tibbs, Councilmember Barbara Haffelfinger, City Secretary

Via Telephone:

John Hightower, City Attorney

Others present at the meeting included Sabrina Alvarez, Rooster Smith, David Hartley, Kollye Kilpatrick, Vicki Spiess – GrantWorks, Cynthia Powers – Prosperity Bank, Amy Carlton – Prosperity Bank, Barbara Bezub, Cheryl Hardwick, Annette Baker, Ann Hartley, and John Brandt.

Via Telephone:

Mary Ann Drawl

Mayor Shelburne called the meeting to order at 6:00 P.M. and Councilmember Gillum gave the invocation.

The Pledge of Allegiance was given.

Mayor Shelburne administered the Oath of Office to Police Officer Cheryl McCool.

Under Public Comments, Cheryl Hardwick gave praise for the City Workers during the severe weather incident the prior week.

Mayor Shelburne discussed the last week's weather events. Mayor Shelburne also advised that the City Workers did a good job. There is a of areas that need change, including the phone system which prevented communication.

Mayor Pro-Tem Ragston made a motion to approve the minutes of the January 29, 2021 and February 1, 2021 minutes. The motion was seconded by Councilmember Tibbs and carried unanimously.

A Resolution was introduced by Councilmember Tibbs. The motion was seconded by Councilmember Garfield and carried the following vote, to-wit:

AYES: Mayor Pro-Tem Katherine Ragston, Councilmember Erica Gillum,

Councilmember Lonnie Garfield, Councilmember Raul Villarreal, Councilmember Ben Tibbs

NOES: None

ABSENT: None

RESOLUTION NO. 21-003

DEPOSITORY CONTRACT

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HEMPSTEAD, TEXAS:

That the Mayor is authorized to execute the Depository Contract with Prosperity Bank for three years in accordance with Chapter 105 of the Texas Local Government Code and Chapter 2257 of the Texas Government Code under its current terms.

PASSED AND APPROVED this the 22nd day of February, A.D., 2021.

APPROVED:

/s/ Dave Shelburne, Mayor

ATTEST:

/s/ Barbara Haffelfinger, City Secretary

Councilmember Tibbs made a motion to approve awarding the bid for the 2019 TxCDBG-TCF ADA Sidewalks, Contract No. 7219182 to Palomares Construction of Bryan, Texas in the amount of \$332,147.50, with a bid alternative of \$70,290 as recommended by Strand Associates Engineers. The motion was seconded by Councilmember Villarreal and carried unanimously.

Councilmember Garfield made a motion to approve the Procurement Policies and Procedures for Federal Grants. The motion was seconded by Mayor Pro-Tem Ragston and carried unanimously.

Vicki Spiess, GrantWorks, reviewed the start-up documents for the 2020 TxCDBG Program Contract 7220162, with the following documents:

- a) Resolution to Designate Authorized Signatories.
- b) Resolution regarding Civil Rights.
- c) Citizen Participation Plan.
- d) Section 3 Policy.
- e) Excessive Force Policy.
- f) Section 504 Policy Against Discrimination Based on Handicap and Grievance Procedures.

- g) Over 5% Limited English Proficiency Plan 7220162.
- h) Code of Conduct Policy of the City of Hempstead.
- i) Proclamation of April as Fair Housing Month.
- j) Fair Housing Policy.

Councilmember Garfield made a motion to approve the start-up documents for the 2020 TxCDBG Program, Contract 7220162. The motion was seconded by Councilmember Tibbs and carried the following vote, to-wit:

AYES: Mayor Pro-Tem Katherine Ragston, Councilmember Erica Gillum, Councilmember Lonnie Garfield, Councilmember Raul Villarreal, Councilmember Ben Tibbs

NOES: None

ABSENT: None

RESOLUTION NO. 21-004

RESOLUTION AUTHORIZING SIGNATORIES

A RESOLUTION BY THE CITY COUNCIL OF CITY OF HEMPSTEAD DESIGNATING AUTHORIZED SIGNATORIES FOR CONTRACTUAL DOCUMENTS AND DOCUMENTS FOR REQUESTING FUNDS PERTAINING TO THE TEXAS COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM (TXCDBG) CONTRACT NUMBER 7220162.

WHEREAS, the City of Hempstead has received a 2020 Texas Community Development Block Grant award to provide Sidewalk Improvements; and

WHEREAS, it is necessary to appoint persons to execute contractual documents and documents requesting funds from the Texas Department of Agriculture; and

WHEREAS, an original signed copy of the TxCDBG Depository/Authorized Signatories Designation Form (Form A202) is to be submitted with a copy of this Resolution; and

WHEREAS, the City of Hempstead acknowledges that in the event that an authorized signatory of the City changes (elections, illness, resignations, etc.) the City must provide TxCDBG with the following:

- a resolution stating who the new authorized signatory is (not required if this original resolution names only the title and not the name of the signatory); and
- a revised TxCDBG Depository/Authorized Signatories Designation Form (Form A202).

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF HEMPSTEAD, TEXAS, AS FOLLOWS:

The Mayor and Mayor Pro-Tem are authorized to execute contractual and environmental review documents between the Texas Department of Agriculture and the City for the 2020 Texas Community Development Block Grant Program.

The Mayor, Mayor Pro-Tem, and City Secretary are authorized to execute the *State of Texas Purchase Voucher* and *Request for Payment Form* documents required for requesting funds approved in the 2020 Texas Community Development Block Grant Program.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF HEMPSTEAD, TEXAS, on February 22, 2021.

APPROVED:

/s/ Dave Shelburne, Mayor

ATTEST:

/s/ Barbara Haffelfinger, City Secretary

RESOLUTION NO. 21-005

RESOLUTION REGARDING CIVIL RIGHTS THE CITY OF HEMPSTEAD, TEXAS

WHEREAS, the City of Hempstead, Texas, (hereinafter referred to as "City of Hempstead") has been awarded TxCDBG funding through a TxCDBG grant from the Texas Department of Agriculture (hereinafter referred to as "TDA");

WHEREAS, the City of Hempstead, in accordance with Section 109 of the Title I of the Housing and Community Development Act. (24 CFR 6); the Age Discrimination Act of 1975 (42 U.S.C. 6101-6107); and Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and for construction contracts greater than \$10,000, must take actions to ensure that no person or group is denied benefits such as employment, training, housing, and contracts generated by the CDBG activity, on the basis of race, color, religion, sex, national origin, age, or disability;

WHEREAS, the City of Hempstead, in consideration for the receipt and acceptance of federal funding for the Contract, agrees to comply with all federal rules and regulations including those rules and regulations governing citizen participation and civil rights protections;

WHEREAS, the City of Hempstead, in accordance with Section 3 of the Housing and Urban Development Act pf 1968, as amended, and 24 CFR Part 135, is required, to the greatest

extent feasible, to provide training and employment opportunities to lower income residents and contract opportunities to businesses in the TxCDBG project area;

WHEREAS, the City of Hempstead, in accordance with Section 104 (1) of the Housing and Community Development Act, as amended, and State's certification requirements at 24 CFR 91.325 (b)(6), must adopt an excessive force policy that prohibits the use of excessive force against non-violent civil rights demonstrations;

WHEREAS, the City of Hempstead, in accordance with Executive Order 13166, must take reasonable steps to ensure meaningful access to services in federally assisted programs and activities by persons with limited English proficiency (LEP) and must have an LEP plan in place specific to the locality and beneficiaries for each TxCDBG project;

WHEREAS, the City of Hempstead, in accordance with Section 504 of the Rehabilitation Act of 1973, does not discriminate on the basis of disability and agrees to ensure that qualified individuals with disabilities have access to programs and activities that receive federal funds.

WHEREAS, the City of Hempstead, in accordance with Section 808(e)(5) of the Fair Housing Act (42 USC 3608(e)(5)) that requires HUD programs and activities be administered in a manner affirmatively to further the policies of the Fair Housing Act, agrees to conduct at least one activity during the contact period to affirmatively further fair housing; and

WHEREAS, the City of Hempstead, agrees to maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HEMPSTEAD, TEXAS, THAT THE CITY OF HEMPSTEAD ADOPTS THE FOLLOWING:

- 1. Citizen Participation Plan and Grievance Procedures (Form A1013);
- 2. Section 3 Policy (Form A1002);
- 3. Excessive Force Policy (Form 1003);
- 4. Section 504 Policy and Grievance Procedures (Form A1004);
- 5. Limited English Proficiency (LEP) Standards (Form A1010);
- 6. Fair Housing Policy (Form 1015); and
- 7. Code of Conduct Policy.

PASSED AND APPROVED this the 22nd day of February, A.D., 2021.

APPROVED:

<u>/s/ Dave Shelburne, Mayor</u>

ATTEST:

/s/ Barbara Haffelfinger, City Secretary

Councilmember Tibbs made a motion to approve the Service Agreement for Generators with Loftin Equipment Company. The motion was seconded by Councilmember Gillum and carried unanimously.

Councilmember Garfield made a motion to approve payment of the current bills. The motion was seconded by Councilmember Tibbs and carried unanimously.

Sales Tax for the month of February is positive at 1.37%.

Police Chief David Hartley presented the Racial Profiling Report for 2020.

There being no further business, Mayor Pro-Tem Ragston made a motion to adjourn the meeting at 6:20 P.M. The motion was seconded by Councilmember Garfield and carried unanimously.

PASSED AND APPROVED this the 15th day of March, A.D., 2021.

APPROVED:

Dave Shelburne, Mayor

ATTEST:

Barbara Haffelfinger, City Secretary

STATE OF TEXAS COUNTY OF WALLER CITY OF HEMPSTEAD

BE IT REMEMBERED that on the 1st day of March, A.D., 2021 at 6:00 P.M. the City Council met in Regular Session at the City Hall in said City, there being present, to-wit:

Dave Shelburne, Mayor	Raul Villarreal, Councilmember
Katherine Ragston, Mayor Pro-Tem	Ben Tibbs, Councilmember
Erica Gillum, Councilmember	Art Pertile, City Attorney
Lonnie Garfield, Councilmember	Barbara Haffelfinger, City Secretary

Others present at the meeting included Sabrina Alvarez, David Hartley, Kollye Kilpatrick, Charles Tompkins, Kenneth Pilcher, Hershel Smith, and Cheryl Hardwick.

Via Telephone:

Rooster Smith, LinMarie Garsee, Cindy Pearce, Mary Ann Drawl, Barbara Bezub, Chase Murray, and Chris Wetzel.

Mayor Shelburne called the meeting to order at 6:00 P.M.

The Pledge of Allegiance was given.

Under Public Comments, Hershel Smith questioned why all Councilmembers are not wearing masks as has been mandated.

Councilmember Garfield made a motion to approve the appointment of Kenneth Pilcher as the volunteer Hempstead Economic Development Director. The motion was seconded by Councilmember Villarreal and carried unanimously.

Mayor Shelburne administered the Oath of Office to Kenneth Pilcher, volunteer Hempstead Economic Director.

Councilmember Tibbs made a motion to approve the service agreement with Cartodyne, LLC for GIS Mapping of the gas, water and sewer system. The motion was seconded by Councilmember Villarreal and carried unanimously.

There being no further business, Councilmember Garfield made a motion to adjourn the meeting at 6:30 P.M.

PASSED AND APPROVED this the 15th day of March, A.D., 2021.

APPROVED:

Dave Shelburne, Mayor

ATTEST:

Barbara Haffelfinger, City Secretary



City of Hempstead

1125 Austin Street • Hempstead, Texas 77445 • Tel: 979-826-2486 • Fax: 979-826-6703

ORDINANCE NO. 21-____

AN ORDINANCE OF THE CITY OF HEMPSTEAD, TEXAS DECLARING UNOPPOSED QUALIFIED CANDIDATES IN THE MAY 1, 2021 GENERAL CITY ELECTION, ELECTED TO OFFICE, CANCELLING THE ELECTION; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the General City Election was for May 1, 2021 for the purpose of electing three (3) Councilmembers; and

WHEREAS, the City Secretary has certified in writing that no person has made a declaration of write-in candidacy, and that each qualified candidate on the ballot is unopposed for election to office; and

WHEREAS, under these circumstances, Subchapter C, Chapter 2, Election Code, authorizes the City Council to declare the candidates elected to office and cancel the election;

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

Section 1. The following candidates, who are unopposed by qualified candidates in the May 1, 2021 General City Election, are declared to office, and shall be issued certificates of election following the time the election would have been canvassed:

Candidate	Office Sought
Lonnie Garfield	Councilmember, Position 3
Raul Villarreal	Councilmember, Position 4
Chase Murray	Councilmember, Position 5

Section 2. The May 1, 2021 General City Election is cancelled, and the City Secretary is directed to cause a copy of this Ordinance to be posted on Election Day at each polling place used or that would have been used in the election.

<u>Section 3.</u> If any portion of this Ordinance is held invalid by a court of competent jurisdiction, the remaining portions of this Ordinance shall remain in full force and effect.

Section 4. This Ordinance shall be effective immediately upon adoption.

APPROVED AND ADOPTED this the 15th day of March, A.D., 2021.

APPROVED:

Dave Shelburne, Mayor

ATTEST:

Barbara Haffelfinger, City Secretary



City of Hempstead

1125 Austin Street • Hempstead, Texas 77445 • Tel: 979-826-2486 • Fax: 979-826-6703

Certification of Unopposed Qualified Candidates By the City Secretary

I, Barbara Haffelfinger, certify that I am the City Secretary of the City of Hempstead, Texas, and the authority responsible for preparing the ballot for the May 1, 2021 City Election. I further certify that no person has made a declaration of write-in candidacy, and all of the following candidates are unopposed by qualified candidates.

Candidate

Lonnie Garfield

Raul Villarreal

Chase Murray

Office Sought

Councilmember, Position 3

Councilmember, Position 4

Councilmember, Position 5

Barbara Haffelfinger City Secretary City of Hempstead, Texas

Dated this the 11th day of March, 2021



Strand Associates, Inc.® 1906 Niebuhr Street Brenham, Texas 77833 (P) 979-836-7937

Transmittal Letter

	DATE:	March 12,	2021		PROJECT NO.	4371.00	9
AT A CITY/S WE ARE S	NY NAME: TENTION: DDRESS: TATE/ZIP: RE: SENDING Y ge Order of Letter	1125 Aust Hempstea Sidewalk,	lburne, May in Street id, TX 7744	5	g Imp., City of Hen Samples Shop Drawings	npstead, 1	Fexas Specifications Under Separate Cover
Copies 2	Date 3/12/202	No. 21	Agreen	nent	Descripti	on	
☐ For app☐ For you☐ As requ	roval r use	AS SHOW	Appro Appro Appro	ved as submitter ved as noted ved as noted–Re pproved	esubmit 🗌 A	Submit	copies for approval copies for distribution iformation Required e

REMARKS:

Please see the enclosed two copies of the Agreement for your signature. Please return both copies to our office for our Corporate Secretary to sign. Once fully executed, you will receive one original signed copy for the City's files.

Please call 979-836-7937 should you have any questions.

Thank you!

Signed Jared D. Engelke, P.E.

Copy to: File

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ENGINEERING/ARCHITECTURAL/SURVEYOR SERVICES

PART I AGREEMENT

THIS AGREEMENT, entered into this _____ day of _____, 2021, by and between the CITY OF HEMPSTEAD, hereinafter called the "City," acting herein by the Honorable Mayor David Shelburne, hereunto duly authorized, and STRAND ASSOCIATES, INC.[®] hereinafter called "Firm," acting herein by Joseph M. Bunker, Corporate Secretary.

WITNESSETH THAT:

WHEREAS, the City of Hempstead desires to construct the following: Austin Street sidewalk improvements on both sides of the street between 10th Street and 11th Street, including drainage improvements on both sides of the street, under the general direction of the Texas Community Development Block Grant (hereinafter called "TxCDBG") Program administered by the Texas Department of Agriculture (TDA); and

Whereas the City desires to engage Firm to render certain engineering and survey services in connection with the TxCDBG Project, Contract Number 7220162.

NOW THEREFORE, the parties do mutually agree as follows:

- 1. <u>Scope of Services</u> The Firm will perform the services set out in Part II, Scope of Services.
- 2. <u>Time of Performance</u>—The services of the Firm shall commence on the day following execution of this Agreement. In any event, all of the services required and performed hereunder shall be completed no later than April 30, 2023, or the time stipulated in the written contract between the City and TDA.
- 3. <u>Local Program Liaison</u>–For purposes of this Agreement, the Mayor or equivalent authorized person will serve as the Local Program Liaison and primary point of contact for the Firm. All required progress reports and communication regarding the project shall be directed to this liaison and other local personnel as appropriate.
- 4. <u>Access to Records</u>—The U.S. Department of Housing and Urban Development (HUD), Inspectors General, the Comptroller General of the United States, the Texas Department of Agriculture (TDA), and the City, or any of their authorized representatives, shall have access to any documents, papers, or other records of the Firm which are pertinent to the TxCDBG award, in order to make audits, examinations, excerpts, and transcripts, and to close out the City's TxCDBG contract with TDA.
- 5. <u>Retention of Records</u>—The Firm shall retain all required records for three years after the City makes its final payment and all pending matters are closed.
- 6. <u>Compensation and Method of Payment</u>-The maximum amount of compensation and reimbursement to be paid hereunder shall not exceed \$75,000. Payment to the Firm shall be based on satisfactory completion of identified milestones in Part III-Payment Schedule of this Agreement.
- 7. <u>Indemnification</u>—The Firm shall comply with the requirements of all applicable laws, rules and regulations, and shall exonerate, indemnify, and hold harmless the City and its agency members from and against any and all claims, costs, suits, and damages, including reasonable attorney's fees, arising out of the Firm's negligent performance or nonperformance of the activities, services or subject matter called for in this Agreement, and shall assume full responsibility for payments of Federal, State and local taxes on contributions imposed or required under the Social Security, worker's compensation and income tax laws.

8. <u>Miscellaneous Provisions</u>

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

- b. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Agreement.
- c. In any case one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
- d. If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs, and necessary disbursements in addition to any other relief to which such party may be entitled.
- e. This Agreement may be amended by mutual agreement of the parties hereto and a writing to be attached to an incorporated into this Agreement.
- 9. <u>Extent of Agreement</u>—This Agreement, which includes Parts I-V represents the entire and integrated agreement between the City and the Firm and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by authorized representatives of both City and the Firm.

IN WITNESSETH WHEREOF, the parties have executed this Agreement by causing the same to be signed on the day and year first above written.

BY: ____

(Local City Official)

David Shelburne (Printed Name)

> Mayor (Title)

BY:

(Firm Authorized Representative)

Joseph M. Bunker (Printed Name)

Corporate Secretary (Title)

PART II SCOPE OF SERVICES

The Firm shall render the following professional services necessary for the development of the project:

SCOPE OF SERVICES

- 1. Attend preliminary conferences with the City regarding the requirements of the project.
- 2. Determine necessity for acquisition of any additional real property/easements/rights-of-way (ROWs) for the TxCDBG project and, if applicable, furnish to the City:
 - a. Name and address of property owners;
 - b. Legal description of parcels to be acquired; and
 - c. Map showing entire tract with designation of part to be acquired.
- 3. Make any necessary surveys of existing ROWs, topography, utilities, or other field data required for proper design of the project. Provide consultation and advice as to the necessity of the City providing or obtaining other services such as auger borings, core borings, soil tests, or other subsurface explorations; laboratory testing and inspecting of samples or materials; other special consultations. The Firm will review any tests required and act as the City's representative in connection with any such services.
- 4. Prepare railroad/highway permits.
- 5. Prepare a preliminary engineering/architectural study and report on the project in sufficient detail to indicate clearly the problems involved and the alternate solutions available to the City, to include preliminary layouts, sketches and estimate of probable cost for the project, and to set forth clearly the Firm's recommendations; to be completed within 60 days of execution of this Agreement.
- 6. Furnish the City copies of the preliminary report, if applicable (additional copies will be furnished to the City at direct cost of reproduction).
- 7. Furnish the City a written monthly status report at least seven (7) days prior to the regularly scheduled council/commissioner's court meeting until the project is closed by TDA. The format for this report is attached to this Agreement as Exhibit 1.
- 8. Submit drawings and plans/specifications to appropriate regulatory agency(ies) and obtain clearance.
- 9. Prepare bid packet/contract documents/advertisement for bids. At the time the bid packet is completed, the Firm shall also furnish to the City an updated written Estimate of Probable Costs for the Project.
- 10. Make 10-day call to discuss prevailing wage decision.
- 11. Incorporate any and all wage rate modifications or supersedes via bid addendum (if applicable).
- 12. Conduct bid opening and prepare minutes.
- 13. Tabulate, analyze, and review bids.
- 14. Accomplish construction contractor's eligibility verification through www.SAM.gov.
- 15. Conduct preconstruction conference and prepare copy of report/minutes.
- 16. Issue Notice to Proceed to construction contractor.
- 17. Provide in all proposed construction contracts deductive alternatives where feasible, so that should the lowest responsive base bid for construction exceed the funds available, deductive alternatives can be taken to reduce the bid price.
- 18. Design for access by persons with disabilities for those facilities to be used by the public in accordance with Public Law 504.

- 19. Use TDA-approved forms for instructions to bidders, general conditions, contract, bid bond, performance bond, and payment bond.
- 20. Make periodic visits, no less than every 30 days during the construction period, to the site to observe the progress and quality of the work, and to determine, in general, if the work is proceeding in accordance with the contract documents. In furnishing observation services, Firm will not supervise, direct, or have control over the contractor's work and will not be responsible for the contractor's construction means, methods, techniques, sequences, procedures, or health and safety precautions or programs, or for the contractor's future to perform in accordance with the contract documents.
- 21. Consult with and advise the City during construction; issue to contractors all instructions requested by the City; and prepare routine change orders if required, at no charge for engineering services to the City when the change order is required to correct errors or omissions by the Firm; provide price analysis for change orders; process change orders approved by City and the Firm and submit to TDA for approval prior to execution with the construction contractor.
- 22. Review shop and working drawings furnished by contractors for compliance with design concept and with information given in contract documents (contractors will be responsible for dimensions to be confirmed and correlated at job site).
- 23. Resolve all payment requests within 14 days of receipt of signed pay request from the construction contractor.
- 24. Based on the Firm's on-site observations and review of the contractor's applications for payment, determine the amount owed to the contractor in such amounts; such approvals of payment to constitute a representation to the City, based on such observations and review, that the work has progressed to the point indicated and that the quality of work is in accordance with the plans, specifications and contract documents. Firm's review of applications for payment will not impose responsibility to determine that title to any of the work has passed to City free and clear of any liens, claims, or other encumbrances.
- 25. Review that 10% retainage is withheld from all payments on construction contracts until final acceptance by the City and approval by TDA, unless State or local law provides otherwise.
- 26. Prepare Certificate of Construction Completion and Clean Lien Certificate. A Clean Lien Certificate may be prepared for each of the Prime Contractor(s) and each of the subcontractor(s).
- 27. Conduct interim/final walk throughs with City and contractor.
- 28. Revise contract drawings to show the work as approximately constructed, and furnish the City with a set of "record drawings" plans.
- 29. The Firm will provide a copy of the final project record drawing(s) engineering schematic(s), using funds under this Agreement. These documents shall be provided in digital format containing the source map data (original vector data) and the graphic data in files on machine readable media, such as compact disc (CD), which are compatible with computer systems owned or readily available to the City. The digital copy provided shall <u>not</u> include a digital representation of the engineer's seal but the accompanying documentation from the Firm shall include a signed statement of when the map was authorized, that the digital map is a true representation of the original sealed document, and that a printed version with the seal has been provided to the City. In addition, complete documentation as to the content and layout of the data files and the name of the software package(s) used to generate the data and maps shall be provided to the City in written form.

SUBCONTRACTS

- 1. No services under this Agreement shall be subcontracted by the Firm without prior approval, in writing, from the City.
- 2. The Firm shall, prior to proceeding with the services, notify the City in writing of the name of any subcontractors proposed for the services, including the extent and character of the services to be done by each.
- 3. If any time during progress of the services, the City determines that any subcontractor is incompetent or undesirable, the City will notify the Firm who shall take reasonable and immediate steps to satisfactorily

cure the problem, substitute performance, or cancel such subcontract. Subletting by subcontractors shall be subject to the same regulations. Nothing contained in this Agreement shall create any contractual relation between any subcontractor and the City.

- 4. The Firm will include in all contracts and subcontracts in excess of \$150,000 a provision which requires compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). The provisions shall require reporting of violations to TDA and to the Regional Office of the Environmental Protection Agency (EPA).
- 5. The Firm will include in all contracts and subcontracts in excess of \$150,000 provisions or conditions which will allow for administrative, contractual or legal remedies in instances where subcontractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate.
- 6. The Firm will include in all contracts and subcontracts in excess of \$10,000 provisions addressing termination for cause and for convenience by the City including the manner by which it will be effected and the basis for settlement.
- 7. The Firm will include in all contracts and subcontracts provisions requiring compliance with the following, if applicable:
 - a. Subcontracts in excess of \$2,000, compliance with the Davis-Bacon Act, as amended (40 U.S.C.3141-3144, 3146-3148) as supplemented by Department of Labor regulations (29 CFR part 5);
 - b. Subcontracts in excess of \$2,000, compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR part 3);
 - c. Subcontracts greater than \$10,000, the inclusion of the Equal Opportunity clause provided under 41 CFR 60-1.4(b) (Executive Order 11246);
 - d. Section 3 of the Housing and Urban Development Act of 1968;
 - e. Subcontracts exceeding \$100,000, compliance with the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352);
 - f. For subcontracts in excess of \$100,000 that involve the employment of mechanics or laborers, compliance with the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708), including work week requirements and safety conditions for workers, as supplemented by Department of Labor regulations (29 CFR Part 5); and
 - g. For procurement of recovered materials where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000, compliance with 2 CFR 200.322 and Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, which requires procuring only items designated in guidelines of the EPA at 40 CFR part 247 that contain the highest percentage of recovered materials practicable.
- 8. The Firm will include in all negotiated contracts and subcontracts a provision which indicates that funds will not be awarded under this Agreement to any party which is debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549 and 2 CFR Part 2424. A certification shall be provided and received from each proposed subcontractor under this Agreement and its principals.
- 9. The Firm will include in all negotiated contracts and subcontracts a provision to the effect that the City, TDA, the Texas Comptroller of Public Accounts, the Comptroller General of the United States, the U.S. Department of Housing and Urban Development (HUD), or any of their duly authorized representatives, shall have access to any books, documents, papers and records of the subcontractor which are directly pertinent to that specific contract, for the purpose of making audit, examination, excerpts, and transcriptions.

10. The Firm will include in all contracts and subcontracts a requirement that the subcontractor maintain all relevant project records for three (3) years after the City has made final payment to the subcontractor and all other pending matters are closed.

STANDARD OF PERFORMANCE AND DEFICIENCIES

- 1. All services of the Firm and its independent professional associates, consultants and subcontractors will be performed in a professional, reasonable and prudent manner in accordance with generally accepted professional practice. The Firm represents that it has the required skills and capacity to perform services to be provided under this Agreement.
- 2. The Firm represents that services provided under this Agreement shall be performed within the limits prescribed by the City in a manner consistent with that level of care and skill ordinarily exercised by other professional consultants under similar circumstances.
- 3. Any deficiency in Firm's services performed under this Agreement shall be subject to the provisions of applicable state and federal law. Any deficiency discovered shall be corrected upon notice from City and at the Firm's expense if the deficiency is due to Firm's negligence. The City shall notify the Firm in writing of any such deficiency and provide an opportunity for mutual investigation and resolution of the problem prior to pursuit of any judicial remedy. In any case, this provision shall in no way limit the judicial remedies available to the City under applicable state or federal law.
- 4. The Firm agrees to and shall hold harmless the City, its officers, employees, and agents from all claims and liability of whatsoever kind or character due to or arising solely out of the negligent acts or omissions of the Firm, its officers, agents, employees, subcontractors, and others acting for or under the direction of the Firm doing the services herein contracted for or by or in consequence of any negligence in the performance of this Agreement, or by or on account of any omission in the performance of this Agreement.

PART III PAYMENT SCHEDULE

City shall reimburse the Firm for professional services provided upon completion of the following project milestones per the following percentages of the maximum contract amount:

Milestone	% of Contract Fee
 Approval of Preliminary Engineering Plans and Specifications by City. 	20%
 Approval of Plans and Specifications by Regulatory Agency(ies). 	30%
 Completion of bid advertisement and contract award. 	20%
Construction-Related Services.	10%
 Completion of Final Closeout Assessment and submittal of "As Builts" to City. 	10%
 Completion of final inspection and acceptance by the City. 	10%
Total	100%

PART IV TERMS AND CONDITIONS

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

Notwithstanding the above, the Firm shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of the Agreement by the Firm, and the City may set-off the damages it incurred as a result of the Firm's breach of the contract from any amounts it might otherwise owe the Firm.

2. <u>Termination for Convenience of the City</u>.

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

Upon such termination, Firm shall be entitled to payment only as follows: (1) the reasonable compensation of the services completed in conformity with this Agreement plus (2) such other costs actually incurred by Firm as are permitted by the prime contract and approved by City. There shall be deducted from such sums as provided in this subparagraph the amount of any payments made to Firm prior to the date of the termination of this Agreement. Firm shall not be entitled to any claim or claim of lien against City for any additional compensation or damages in the event of such termination and payment.

- 3. <u>Changes.</u> The City may, from time to time, request changes in the services the Firm will perform under this Agreement. Such changes, including any increase or decrease in the amount of the Firm's compensation, must be agreed to by all parties and finalized through a signed, written amendment to this Agreement.
- 4. <u>Resolution of Program Non-Compliance and Disallowed Costs</u>. In the event of any dispute, claim, question, or disagreement arising from or relating to this Agreement, or the breach thereof, including determination of responsibility for any costs disallowed as a result of non-compliance with federal, state or TxCDBG program requirements, the parties hereto shall use their best efforts to settle the dispute, claim, question or disagreement. To this effect, the parties shall consult and negotiate with each other in good faith within 30 days of receipt of a written notice of the dispute or invitation to negotiate, and attempt to reach a just and equitable solution satisfactory to both parties. If the matter is not resolved by negotiation within 30 days of receipt of written notice or invitation to negotiate, the parties agree first to try in good faith to settle the matter by mediation administered by the American Arbitration Association under its Commercial Mediation Procedures before resorting to arbitration, litigation, or some other dispute resolution procedure. The parties may enter into a written amendment to this Amendment and choose a mediator that is not affiliated with the American Arbitration Association. The parties shall bear the costs of such mediation equally. If the matter is not resolved through such mediation within 60 days of the initiation of that procedure, either party may proceed to file suit.

5. <u>Personnel</u>.

a. The Firm represents that he/she/it has, or will secure at its own expense, all personnel required in performing the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the City.

- b. All of the services required hereunder will be performed by the Firm or under its supervision and all personnel engaged in the services shall be fully qualified and shall be authorized or permitted under State and Local law to perform such services.
- c. None of the services covered by this Agreement shall be subcontracted without the prior written approval of the City. Any services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Agreement.
- 6. <u>Assignability</u>. The Firm shall not assign any interest on this Agreement, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the City thereto; Provided, however, that claims for money by the Firm from the City under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be furnished promptly to the City.
- 7. <u>Reports and Information</u>. The Firm, at such times and in such forms as the City may require, shall furnish the City such periodic reports as it may request pertaining to the services undertaken pursuant to this Agreement, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Agreement.
- 8. <u>Records and Audits</u>. The Firm shall insure that the City maintains fiscal records and supporting documentation for all expenditures of funds made under this contract in a manner that conforms to 2 CFR 200.300-.309, 24 CFR 570.490, and this Agreement. Such records must include data on the racial, ethnic, and gender characteristics of persons who are applicants for, participants in, or beneficiaries of the funds provided under this Agreement. The Firm and the City shall retain such records, and any supporting documentation, for the greater of three years from closeout of the Agreement or the period required by other applicable laws and regulations.
- 9. <u>Findings Confidential</u>. All of the reports, information, data, etc., prepared or assembled by the Firm under this Agreement are confidential and the Firm agrees that they shall not be made available to any individual or organization without the prior written approval of the City.
- 10. <u>Copyright</u>. No report, maps, or other documents produced in whole or in part under this Agreement shall be the subject of an application for copyright by or on behalf of the Firm.
- 11. <u>Compliance with Local Laws</u>. The Firm shall comply with all applicable laws, ordinances and codes of the State and local governments, and the Firm shall save the City harmless with respect to any damages arising from any tort done in performing any of the services embraced by this Agreement.
- 12. Conflicts of interest.
 - a. <u>Governing Body</u>. No member of the governing body of the City and no other officer, employee, or agent of the City, who exercises any functions or responsibilities in connection with administration, construction, engineering, or implementation of TxCDBG award between TDA and the City, shall have any personal financial interest, direct or indirect, in the Firm or this Agreement; and the Firm shall take appropriate steps to assure compliance.
 - b. <u>Other Local Public Officials</u>. No other public official, who exercises any functions or responsibilities in connection with the planning and carrying out of administration, construction, engineering or implementation of the TxCDBG award between TDA and the City, shall have any personal financial interest, direct or indirect, in the Firm or this Agreement; and the Firm shall take appropriate steps to assure compliance.
 - c. <u>The Firm and Employees</u>. The Firm warrants and represents that it has no conflict of interest associated with the TxCDBG award between TDA and the City or this Agreement. The Firm further warrants and represents that it shall not acquire an interest, direct or indirect, in any geographic area that may benefit from the TxCDBG award between TDA and the City or in any business, entity, organization or person that may benefit from the award. The Firm further agrees that it will not employ an individual with a conflict of interest as described herein.

13. <u>Conflicts Disclosure Statement.</u> (Sec. 176.003 in Chapter 176 of the Local Government Code)

- 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 aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that: (i) a contract between the local governmental entity and vendor has been executed; or (ii) the local governmental entity is considering entering into a contract with the vendor; or has a family relationship with the local government officer.
 - (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: (1) a political contribution as defined by Title 15, Election Code; or (2) food accepted as a guest.
 - (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.
- 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).

14. <u>Debarment and Suspension (Executive Orders 12549 and 12689)</u>

The Firm certifies, by entering into this Agreement, that neither it nor its principals are presently debarred, suspended, or otherwise excluded from or ineligible for participation in federally-assisted programs under Executive Orders 12549 (1986) and 12689 (1989). The term "principal" for purposes of this Agreement is defined as an officer, director, owner, partner, key employee, or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Firm. The Firm understands that it must not make any award or permit any award (or contract) at any tier to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, "Debarment and Suspension."

Federal Civil Rights Compliance

15. <u>Equal Opportunity Clause</u> (applicable to **federally assisted construction** contracts and subcontracts over \$10,000).

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

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

- b. The Firm will, in all solicitations or advertisements for employees placed by or on behalf of the Firm, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- c. The Firm will not discourage or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- d. The Firm will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Firm's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- e. The Firm will comply with all provisions of Executive Order 11246 of September 24, 1965, "Equal Employment Opportunity," and of the rules, regulations, and relevant orders of the Secretary of Labor.
- f. The Firm will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- g. In the event of the Firm's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Firm may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- h. The Firm will include the portion of the sentence immediately preceding paragraph (a) and the provisions of paragraphs (a) through (h) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Firm will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a Firm becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Firm may request the United States to enter into such litigation to protect the interests of the United States.
- 16. <u>Civil Rights Act of 1964</u>. 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.
- 17. <u>Section 109 of the Housing and Community Development Act of 1974</u>. The Firm shall comply with the provisions of Section 109 of the Housing and Community Development Act of 1974. No person in the United States shall on the ground of race, color, national origin, religion, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

- 18. <u>Section 504 of the Rehabilitation Act of 1973, as amended.</u> The Firm agrees that no otherwise qualified individual with disabilities shall, solely by reason of his/her disability, be denied the benefits of, or be subjected to discrimination, including discrimination in employment, under any program or activity receiving federal financial assistance.
- 19. <u>Age Discrimination Act of 1975</u> The Firm shall comply with the Age Discrimination Act of 1975 which provides that no person in the United States shall on the basis of age be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.
- 20. <u>Byrd Anti-Lobbying Amendment</u> (31 U.S.C. 1352) (if contract greater than or equal to \$100,000) The Firm certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining this contract. The Firm shall disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.
- 21. Economic Opportunities for Section 3 Residents and Section 3 Business Concerns
 - a. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
 - b. The parties to this Agreement agree to comply with HUD's regulations in 24 CFR part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this Agreement certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
 - c. The Firm agrees to send to each labor organization or representative of workers with which the Firm has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the Firm's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
 - d. The Firm agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The Firm will not subcontract with any subcontractor where the Firm has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.
 - e. The Firm will certify that any vacant employment positions, including training positions, that are filled (1) after the Firm is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the Firm's obligations under 24 CFR part 135.
 - f. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this Agreement for default, and debarment or suspension from future HUD assisted contracts.
 - g. With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this Agreement. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be

given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

22. <u>Patent Rights and Inventions</u>—The Firm shall comply with the requirements and regulations pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under such contract. (2 CFR 200 Appendix II (f) and Rights to Inventions in 37 CFR Part 401).

Rights to Inventions Made Under a Contract or Agreement–If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the Subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the Subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. (2 CFR 200 Appendix II (f), Rights to Inventions).

- 23. <u>Energy Efficiency</u>-The Firm 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. 94A 163, 89 Stat. 871). (24 CFR 85.36 (i) (13)).
- 24. <u>Verification No Boycott Israel</u>. As required by Chapter 2271, Government Code, the Firm hereby verifies that it does not boycott Israel and will not boycott Israel through the term of this Agreement. For purposes of this verification, "boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.
- 25. <u>Foreign Terrorist Organizations</u>. Pursuant to Chapter 2252, Texas Government Code, the Firm represents and certifies that, at the time of execution of this Agreement neither the Firm, nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the same (i) engages in business with Iran, Sudan, or any foreign terrorist organization as described in Chapters 806 or 807 of the Texas Government Code, or Subchapter F of Chapter 2252 of the Texas Government Code, or (ii) is a company listed by the Texas Comptroller of Public Accounts under Sections 806.051, 807.051, or 2252.153 of the Texas Government Code. The term "foreign terrorist organization" in this paragraph has the meaning assigned to such term in Section 2252.151 of the Texas Government Code.

PART V PROJECT TIME SCHEDULE ENGINEERING/ARCHITECTURAL/SURVEYOR PROFESSIONAL SERVICES

Preliminary Engineering Phase: 2 months

Design Phase: 2 months

Bidding/Contracting Phase: 2 months

Construction Phase: 6 months

Project Closeout Phase: 1 month

Total: 13 months

Note: The above schedule will begin when the City of Hempstead notifies Strand Associates, Inc.[®] to begin the Preliminary Engineering Phase.

Exhibit 1

MONTHLY STATUS REPORT

Grant Recipient: <u>City of Hempstead</u>	Date Submitted: {}
Grant No.: 7220162	Reporting Period: {}
Project Status: {} {}	
Date of Last Inspection: {}	
Name of Inspector: {}	
Inspection Description: { } { }	
Projected Date of Construction Completion:	}
Amount of Last Pay Request: <u>\${}</u>	
Date of Last Pay Request: {}	
List of Subcontractors Onsite	
Name	Date Cleared by Grand Administrator
Grant Recipient Name {} Grant Recipient Name {} Grant Recipient Name {} Grant Recipient Name {}	Date {} Date {} Date {} Date {}

*This report may be e-mailed or faxed to the Grant Recipient

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.	OFFICE USE ONLY
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).	Date Received
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.	
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 re completed questionnaire with the appropriate filing authority not later than the 7th busines you became aware that the originally filed questionnaire was incomplete or inaccurate.)	s day after the date on which
³ Name of local government officer about whom the information is being disclosed.	
Name of Officer	
Describe each employment or other business relationship with the local government offic officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with Complete subparts A and B for each employment or business relationship described. Attack CIQ as necessary.	h the local government officer. h additional pages to this Form
A. Is the local government officer or a family member of the officer receiving or lil other than investment income, from the vendor?	kely to receive taxable income,
Yes No	
B. Is the vendor receiving or likely to receive taxable income, other than investment of the local government officer or a family member of the officer AND the taxable in local governmental entity?	income, from or at the direction ncome is not received from the
Yes No	
5 Describe each employment or business relationship that the vendor named in Section 1 ma other business entity with respect to which the local government officer serves as an of ownership interest of one percent or more.	aintains with a corporation or fficer or director, or holds an
6 Check this box if the vendor has given the local government officer or a family member of as described in Section 176.003(a)(2)(B), excluding gifts described in Section 17	
7	
Signature of vendor doing business with the governmental entity	ate

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

A complete copy of Chapter 176 of the Local Government Code may be found at http://www.statutes.legis.state.tx.us/ Docs/LG/htm/LG.176.htm. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

(A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;

(B) a transaction conducted at a price and subject to terms available to the public; or

(C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.



City of Hempstead

1125 Austin Street • Hempstead, Texas 77445 • Tel: 979-826-2486 • Fax: 979-826-6703

RESOLUTION NO. 21-____

RESOLUTION GRANTING A PERMIT TO MR. B. FIREWORKS TO HAVE A SUPERVISED PUBLIC FIREWORKS DISPLAY ON JULY 4, 2021 AT THE HEMPSTEAD CITY PARK

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HEMPSTEAD, TEXAS:

"Mr. B Fireworks, Inc." is hereby granted a permit to put on a supervised Public Fireworks Display at the Hempstead City Park on July 4, 2021 or rain date of July 5, 2021 in the area and under the conditions determined by appropriate City of Hempstead officials.

The operator of the supervised fireworks display must have the appropriate license or licenses granted by the State of Texas or the United States.

PASSED AND ADOPTED this the 15th day of March, A.D., 2021.

APPROVED:

Dave Shelburne, Mayor

ATTEST:

Barbara Haffelfinger, City Secretary

MR. B FIREWORKS, INC.

PROPOSAL FOR THE: CITY OF HEMPSTEAD, TEXAS ANNUAL FIREWORKS DISPLAY JULY 4, 2021

Date: Sunday July 4, 2021 Inclement weather date: July 5, 2021 Approximate time: 9:15 P.M.

Email: bshaffelfinger1125@yahoo.com

Location: Hempstead City Park 230 Blasingame Hempstead, Texas 77445

This proposal is valid until March 15, 2021.

Scope of Services:

Mr. B Fireworks, Inc. will provide:

- 1. An approximate 15-17 minute fireworks display.
- 2. The fireworks display will be fired electronically.
- 3. Provide all necessary equipment, labor and supervision to set up and dismantle the display.
- 4. Shell sizes shall be 3", 4", and 5" in diameter. Ground effects will be used.a.) Quantity and sizes of shells as follows:
 - 1. 72 each -3'' assorted shells
 - 2. 144 each 4" assorted shells
 - 3. 54 each 5" assorted shells
 - 4. 2 each 1.3g cakes three minute grand cake boxes 300 shots each

The finale will consist of :

- 1. 120 each 3" assorted shells
- 2. 60 each 3" salutes
- 5. The display will consist of a variety of display shells including but not limited to: salutes, shell of shells, crossettes, falling leaves, ring shells, palm trees, strobes, crackling, dahlia, willows, diadems, chrysanthemums, peonies, brocade crown, and kamuros. Single and multiple color shells of orange, red, white, green, purple, gold, silver and blue. All shells include rising tails.
- 6. Total cost is \$ 12,750.00. A 40% non-refundable deposit of \$ 5,100.00 is required at time of booking. The balance of \$ 7,650.00 is due on the day of display.

- 7. Locate all unexploded shells at end of display.
- 8. Obtain all necessary permits for firing the display.
- Display and storage of fireworks will comply with International Fire Code 209, Sect. 3008 and NFPA 1123 or NFPA 1126.
- 10. Aerial site plan with fallout area, location of buildings, if any and showing spectator location and parking will be provided. Also, included will be safety perimeter distances.
- 11. Approximate arrival time will be 4 hours prior to display time. Fireworks will be set up at the display site selected and approved by Mr. B and the AHJ.
- 12. One million dollar commercial general liability insurance will be provided showing the City of Hempstead as additional insured. Five million dollar business automobile liability insurance.
- 13. Fireworks can be fired in light rain. In case of inclement weather, then the Mr. B pyrotechnician in charge will confer with the City of Hempstead responsible party and the Hempstead Fire Marshal and together make a recommendation as to whether post pone the display until inclement weather subsides or to re-schedule the display until the following day.

SUBMITTED BY: Date: March 2, 2021 Thomas Bargas

MR. B FIREWORKS, INC. Schulenburg, Texas 78956 979-561-6713 email: <u>tbargas@cvctx.com</u>

Approved by:

Date:

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City of Hempstead, Texas

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MR. B FIREWORKS, INC.

March 2,2021

Sold To: City of Hempstead TX

INVOICE

Class B Fireworks Display July 4, 2021

Total

Deposit 40% (Required to book Display)

Balance Due by July 4, 2021

\$ 12,750.00 \$5,100.00 \$7,650.00





Change Order No. ____1

Date of Issue	ance: 2/10/2021	Effective Date:	2/10/2021
Owner:	City of Hempstead	Owner's Contract No.:	
Contractor:	G&A Boring Direccional, LLC	Contractor's Project No.:	
Engineer:	KS	Engineer's Project No.:	HM021
Project:	SH290 Water & Gas Utility Exentsion	Contract Name:	

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

Description: Increase in contract price due to material price increases resulting from delay in issuing a Notice to proceed, and the addition of 2 casing vents on the gas line at a cost of \$2,750 per each.

Attachments: Material cost increase comparison

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES
	[note changes in Milestones if applicable]
Original Contract Price:	Original Contract Times:
^c	Substantial Completion: 60 days
\$ 134,160.00	Ready for Final Payment: 90 days
	days or dates
[Increase] [Decrease] from previously approved Change	[Increase] [Decrease] from previously approved Change
Orders No to No:	Orders No to No
	Substantial Completion: 0 days
\$ 0.00	Ready for Final Payment: <u>0 days</u>
	days
Contract Price prior to this Change Order:	Contract Times prior to this Change Order:
	Substantial Completion: <u>60 days</u>
\$_134,160.00	Ready for Final Payment: 90 days
	days or dates
[Increase] [Decrease] of this Change Order:	[Increase] [Decrease] of this Change Order:
	Substantial Completion: 0 days
\$_11,712.17	Ready for Final Payment: <u>0 days</u>
27 M	days or dates
Contract Price incorporating this Change Order:	Contract Times with all approved Change Orders:
	Substantial Completion: <u>60 days</u>
\$_145,872.17	Ready for Final Payment: <u>90 days</u>
	days or dates
RECOMMENDED: ACCE	PTED: ACCEPTED:
By: By:	By:
Engineer (if required) Owner (Aut	horized Signature) Contractor (Authorized Signature)
Title: Project Manager Title	Title
Date: 2/10/2021 Date	Date
Approved by Funding Agency (if	
applicable)	
Ву:	Date:
Title:	
EJCDC [®] C-941, Char Despected and published 2012 by the Engineer	
Prepared and published 2013 by the Engineers	Joint Contract Documents Committee.



City of Hempstead SH290 Water and Gas Utility Extensions

Contractor: G&A Boring Direccional, LLC Change Order No. 1 Attachment

Item			Original Con	Original Contract Information	1		Adjusted Contract Information	ract Informatio	u
Bid Item Description No.	ų	Item Quantity	Units	Unit Price	Total Value of Item (\$)	Item Quantity	Units	Unit Price	Total Value of Item (\$)
2.08 Casing Vents		0	EA	۰ ج	۰ ۶۹	2	EA	\$ 2,750.00	\$ 5,500.00
	rease (Sec	0	LS	ı ج	، ج	1	ΓS	\$ 6,212.17	\$ 6,212.17
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									Contract Price Pric
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tem #	QTY	Description	Units	Price	Ext Price	Price	I	Ext
1		12 C900 DR18 PVC Pipe (G) 20' PC235	FT	\$ 20.49	\$ 819.60	\$ 13.80	\$	_
		662-132012-200 12x12 SS TAP SLV Carbon STL			-	5	1	_
2	1	Epoxy FLG 13.16-13.56 OD	EA	\$1,483.36	\$ 1,483.36	\$1,418.00	\$	
3		12 AFC 2512 MF MJXFL RW GV OL L/ACC	EA	\$1,561.94	\$ 1,561.94	\$1,430.00		
4		12x1/8 FLG ACC RR FF 316SS B&N	EA	\$ 120.24	\$ 120.24	\$ 64.00	_	_
4	1	12 Stargrip PVC 4012G2 KIT (I) GEN 2 Restraint			•		t	-
5	1	& ACCS Import	EA	\$ 107.08	\$ 107.08	\$ 90.00	\$	
6		562-S VLV Box w/Lid M/Water	EA	\$ 112.00	\$ 112.00	\$ 40.00	_	-
7		12x13 MJ ANCH CPLG C153 IMP	EA	\$ 385.21	\$ 385.21	\$ 350.00	_	_
			EA	\$ 33.25	\$ 66.50	\$ 24.00	-	_
8		12 MJ Regular ACC Set (I) 12 MJ 90 C153 IMP	EA	\$ 215.58	\$ 431.16	\$ 164.00	_	_
9	2	12 Stargrip PVC 4012G2 KIT (I) GEN 2 Restraint	EA	\$ 215.56	φ 451.10	\$ 104.00	+-	_
1.0			EA	\$ 107.08	\$ 428.32	\$ 90.00	\$	
10		& ACCS Import	FT		\$ 428.32	\$ 90.00	_	_
11		20.375 Wall STL Casing				\$ 40.00	_	-
12		12x20 POLY Casing Spacer	EA	\$ 30.53 \$ 67.32	\$ 885.37 \$ 134.64		_	_
13		12x20 END Seal	EA				_	-
14		12 C900 DR 14 Certalok Pipe IB	FT	\$ 45.76	\$ 9,152.00		_	_
15	1	12x6 MJ ANCH TEE C153 IMP	EA	\$ 208.28	\$ 208.28	\$ 160.00	+⇒	-
		12 Stargrip PVC 4012G2 KIT (I) GEN 2 Restraint	-	0 107 00	¢ 01416			
16		& ACCS Import	EA	\$ 107.08	\$ 214.16	\$ 90.00		
17		6x13 MJ ACH CPLG C153 IMP	EA	\$ 114.23	\$ 228.46	\$ 88.00	_	_
18		6 MJ Regular ACC Set (I)	EA	\$ 20.03	\$ 100.15	\$ 15.00	_	_
19		6MJ 90 C153 IMP	EA	\$ 69.57	\$ 69.57	\$ 54.00	_	_
20		2506MM AFC 6 MJ RW GV OL L/ACC DI BODY	EA	\$ 521.27	\$ 521.27	\$ 445.00	_	
21		562-S VLV Box w/LID M/Water	EA	\$ 112.00	\$ 112.00	\$ 40.00	<u> </u>	_
22		A423 5-1/4VO HYD 5'0" B 6MJ NST O/L 3W	EA	\$2,227.87	\$ 2,227.87	\$1,740.00	_	_
23		12 AFC 2512 MM MJ RW GV OL L/A DI Body	EA	\$1,636.34	\$ 4,909.02	\$1,400.00	_	_
24	3	562-S VLV Box w/Lid M/Water	EA	\$ 112.00	\$ 336.00	\$ 40.00	\$	_
		12 Stargrip PVC 4012G2 KIT (I) GEN 2 Restraint						
25		& ACCS Import	EA	\$ 107.08	\$ 642.48	\$ 90.00	_	_
26	3	12x13 MJ ANCH CPLG C153 IMP	EA	\$ 385.21	\$ 1,155.63	\$ 350.00	_	_
27	6	12 MJ Regular ACC Set (I)	EA	\$ 33.25	\$ 199.50	\$ 24.00	\$	
28	2	12 MJ CAP C153 IMP	EA	\$ 86.75	\$ 173.50	\$ 66.00	\$	
		12 Stargrip PVC 4012G2 KIT (I) GEN 2 Restraint						
29	2	& ACCS Import	EA	\$ 107.08	\$ 214.16	\$ 90.00	\$	
30	193	8.375 Wall STL Casing	FT	\$ 16.00	\$ 3,088.00	\$ 20.90	\$	
31	240	4 SDR11 PE2406 Yellow Gas Pipe 40' Lengths	FT	\$ 4.50	\$ 1,080.00	\$ 4.50	\$	
32	2	4 IPS DR11 HDPE 90 Bend Mold	EA	\$ 15.00	\$ 30.00	\$ 15.00	\$	
33	1	4 IPS DR11 HDPE 45 Bend Mold	EA	\$ 16.00	\$ 16.00	\$ 16.00	\$	
34		4 SDR11 IPS HDPE FP Ball Valve	EA	\$ 284.00	\$ 284.00	\$ 284.00	\$	
35		4.50X7.25 Casing Spacer	EA	\$ 54.00	\$ 1,512.00	\$ 54.00	\$	
36		4x8 End Seal	EA	\$ 50.00	\$ 100.00	\$ 50.00	_	
37		6 SDR11 Yellow Tee	EA	\$ 40.00	\$ -	\$ 40.00	_	
38		6x4 SDR11 Yellow Reducer	EA	\$ 26.00	\$ -	\$ 26.00	-	_

Notes:

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1 Item 11 was negotiated to 65/LF and agreed to per email dated 11/23/2020.

🇱 COMPTROLLER.TEXAS.GOV



Tax Allocations

City Sales and Use Tax Comparison SummaryMarch 2021

Download and further analyze current and historic data using the Texas Open Data Center.

NOTE: Some jurisdictions may have changed tax rates, thus affecting the comparison. See Local Sales Tax Rate Information Report [comptroller.texas.gov/taxes/sales/rate-report.php] for a list of jurisdictions who have changed rates in the preceding 14 months.

U/C = Unable To Compute Percentage Change

Total Net Payments This Period: \$491,735,983.18; Comparable Payment Prior Year: \$484,469,191.73; Percent Change: 1.50%

Total Payments YTD: \$1,681,360,876.46; Total Prior Year Payment YTD: \$1,645,918,571.88; Percent Change: 2.15%

Search

City	Net Payment This Period	Comparable Payment Prior Year	% Chang e	Payment YTD	Prior Year Payment YTD	% Chang e
Haslet	\$371,269.90	\$236,996.74	56.65%	\$1,269,320.69	\$1,110,531.76	14.29%
Hawk Cove	\$3,252.06	\$2,105.27	54.47%	\$12,465.10	\$7,234.22	72.30%
Hawkins	\$28,780.07	\$24,039.50	19.71%	\$93,038.49	\$83,121.04	11.93%
Hawley	\$9,932.15	\$9,554.91	3.94%	\$32,256.34	\$28,564.09	12.92%
Hays	\$1,809.22	\$674.77	168.12%	\$5,183.73	\$2,451.20	111.47%
Heame	\$91,292.25	\$122,094.55	-25.22%	\$329,386.70	\$373,234.66	-11.74%
Heath	\$137,324.37	\$134,771.04	1.89%	\$580,502.88	\$451,516.96	28.56%
Hebron	\$9,774.90	\$7,457.33	31.07%	\$29,380.30	\$28,916.18	1.60%
Hedley	\$476.34	\$649.20	-26.62%	\$2,390.87	\$2,623.72	-8.87%
Hedwig Village	\$148,315.26	\$186,242.49	-20.36%	\$518,667.31	\$589,895.96	-12.07%
Helotes	\$580,200.15	\$388,557.79	49.32%	\$1,855,856.15	\$1,312,196.98	41.43%
Hemphill	\$40,473.84	\$29,017.44	39.48%	\$151,216.68	\$94,620.94	59.81%
Hempstead	\$140,360.59	\$131,217.58	6.96%	\$471,705.64	\$458,081.81	2.97%
Henderson	\$464,800.59	\$453,048.84	2.59%	\$1,560,598.91	\$1,461,789.66	6.75%
Henrietta	\$47,404.63	\$42,162.39	12.43%	\$171,959.11	\$147,015.65	16.96%
Hereford	\$212,163.30	\$196,741.19	7.83%	\$710,559.86	\$655,222.74	8.44%
Hewitt	\$233,780.11	\$211,782.52	10.38%	\$794,946.26	\$760,872.95	4.47%
Hickory Creek	\$142,228.61	\$122,403.94	16.19%	\$503,449.64	\$468,520.45	7.45%
Hico	\$39,089.75	\$37,083.89	5.40%	\$135,186.17	\$129,187.61	4.64%
Hidalgo	\$288,102.66	\$260,594.31	10.55%	\$954,877.16	\$852,109.13	12.06%

🤨 👳 Rows 441 to 460 of 1164 Total 💩 👳

If you have questions about Tax Allocation Payment Distribution Schedule, please contact us [mailto:Taxalloc.RevAcct@cpa.texas.gov].