

City of Hale Center – Regular City Council Meeting Agenda
LeMond Community Center, 110 E Stevenson, Hale Center, TX 79041
7:00 P.M. – Tuesday – March 8, 2022

A. CALL TO ORDER / WELCOME GUESTS / PLEDGE OF ALLEGIANCE / INVOCATION

B. PUBLIC COMMENT: An opportunity for the public to address City Council on any subject, not on the Agenda, in accordance with Texas Open Meetings Act, City Council may not discuss issues or make any decision at this time. Issues raised may be referred to City staff for research and possible future action.

C. CONSENT AGENDA: Approve minutes of Regular Council Meeting 2/8/2022; Approve February monthly department report(s): Municipal Court / Hale Center EMS / ~~Hale Center Vol Fire Dept~~ / ~~Hale Center EDC~~ / Financial Reports

D. REGULAR AGENDA

- 1) Consider and approve non budgeted item for mosquito fogger
- 2) Execute interlocal agreement with South Plains Association of Governments to provide administration services for Texas Department of Agriculture CDBG grant
- 3) Adopt signatory resolution authorizing the listed positions to sign documentation pertaining to the Texas Community Development grant
- 4) Appointment of Labor Standards Officer for Texas Department of Agriculture Community Development Block grant
- 5) Designation of Civil Rights Officer for the Texas Department of Agriculture CDBG grant
- 6) Pass the Civil Rights resolution for the Texas Department of Agriculture CDBG grant
- 7) Approve Engineering Contract for CDBG grant - Parkhill
- 8) City Manager Administrative Report
 - a. City Hall AC/Heating Unit
 - b. Discussion on 2023 budget planning for Capital Improvements including rolling stock, generators and payroll
 - c. TML Region 3 meeting March 24th, 2022, Thursday
- 9) Consider items to be placed on City Council meeting agenda for 4/12/2022 City Council meeting

E. ADJOURNMENT

POSTED: 3/3/2022 TIME: 4:00 pm

ATTEST Patricia Isaguirre, TRMC

City of Hale Center Regular City Council Meeting Minutes
Tuesday, February 8, 2022

Attendance: Mayor W.H. Johnson, Councilmembers: Mayor Pro-Tem Christine Reyna, Israel Flores, Karen Boyce, Mario Martinez Absent: Janet Peoples; Others Present: City Manager, Mike Cypert; City Secretary, Patricia Isaguirre; City Attorney, Lanny Voss; Chief of Police, Brandon Richardson; Public Works Director, Johnny Ruiz, Hale Center News, Dee Rice

Mayor Johnson called meeting to order at 7:06 p.m. with a quorum present. The Pledge of Allegiance was led by Councilperson Martinez and invocation was given by Councilperson Boyce.

No one was present for Public Comment.

Mayor Pro-Tem Reyna made a motion, Councilperson Boyce seconded to approve Consent Agenda. Motion carried.

Mayor Pro-Tem Reyna made a motion, Councilperson Boyce seconded to order May 7, 2022 Hale Center City General Election. Motion carried.

Councilperson Martinez made a motion, Mayor Pro-Tem Reyna seconded to approve Resolution 20220208A for City Joint Election with Hale Center Independent School District. Motion carried.

Mayor Pro-Tem Reyna made a motion, Councilperson Martinez seconded to approve the annual Racial Profiling Report as presented by Chief Richardson. Motion carried.

Councilperson Martinez made a motion, Mayor Pro-Tem Reyna seconded to approve Ordinance 20220208 allowing for the rate increase of water, water tiers and sewer per City Council. Motion carried.

Councilperson Boyce made a motion, Councilperson Flores seconded to approve Resolution 20220208B by the City Council of Hale Center, Texas Approving the Issuance by Hale Center Education Facilities Corporation of its Hale Center Education Facilities Corporation Revenue Improvement and Revenue Refunding Bonds (Wayland Baptist University Project), Series 2022. Motion carried.

City Manager Cypert gave an update on all current and pending grant applications.

No items for the agenda were announced for the council meeting scheduled for March 8, 2022.

Mayor Johnson adjourned the meeting at 8:05 p.m.

Signed this _____ day of _____, 2022

W.H. Johnson, Mayor

Patricia Isaguirre, TRMC, City Secretary

City of Hale Center Municipal Court Council Report From 2/1/2022 to 2/28/2022

Violations by Type

Traffic	Penal	City Ordinance	Parking	Other	Total
29	0	0	0	5	34

Financial

State Fees	Court Costs	Fines	Tech Fund	Building Security	Total
\$1,078.26	\$241.26	\$703.00	\$41.56	\$50.92	\$2,115.00

Warrants

Issued	Served	Closed	Total
0	0	0	0

FTAs/VPTAs

FTAs	VPTAs	Total
0	0	0

Dispositions

Paid	Non-Cash Credit	Dismissed	Driver Safety	Deferred	Total
2	0	3	2	0	7

Trials & Hearings

Jury	Bench	Appeal	Total
0	0	0	0

Omni/Scofflaw/Collection

Omni	Scofflaw	Collections	Total
0	0	0	0

Anthony Juarez, Director

7 Transfers 5(ALS) 2(BLS)

36 EMS calls

20 Within City Limits

16 Out of City

36 Total Calls

11 No Transport

25 Billable Runs

05 Covenant Medical Center Plainview

10 University Medical Center

00 Lubbock Heart Hospital

07 Covenant Medical Center Lubbock

00 Covenant Woman's and Childern's

03 North West Hospital Amarillo

When - March 10, 2022 at 5:30 pm

Where – Hale Center EMS Station

2:03 PM
03/02/22
Cash Basis

Ambulance Service of Hale Center
Profit & Loss
February 2022

	Feb 22
Ordinary Income/Expense	
Income	
City Supplement	4,000.00
County Supplement	2,500.00
Donations	545.00
Insurance Billing	12,753.07
Total Income	19,798.07
Gross Profit	19,798.07
Expense	
Accounting	250.00
Bank Service Charges	33.02
Computer Equipment & Software	159.46
Medical Supplies/Equipment	
Medical Supplies	1,811.32
Total Medical Supplies/Equipment	1,811.32
Office Supplies	461.02
Payroll Expenses	19,580.43
Phone, TV & Internet Expenses	348.15
Station Supplies	14.06
Vehicle Expense	
Vehicle Fuel	759.76
Total Vehicle Expense	759.76
Total Expense	23,417.22
Net Ordinary Income	-3,619.15
Net Income	-3,619.15

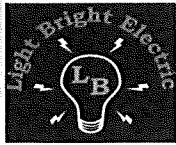
2:06 PM

03/02/22

Cash Basis

Ambulance Service of Hale Center
Balance Sheet
As of February 28, 2022

	Feb 28, 22
ASSETS	
Current Assets	
Checking/Savings	
aGeneral Operating	5,795.20
Fund Raiser Acct	383.53
Petty Cash	81.16
Total Checking/Savings	6,259.89
Total Current Assets	6,259.89
Fixed Assets	
Furniture and Equipment	
Amb Equipment	27,754.00
Total Furniture and Equipment	27,754.00
Vehicles	
3901 - 2010 Chevy Ambulance	57,491.00
3902 - 1997 Ford Ambulance	16,816.00
3904 - 1997 Chevy Ambulance	13,000.00
Total Vehicles	87,307.00
Total Fixed Assets	115,061.00
Other Assets	
employee Advance	-186.69
Total Other Assets	-186.69
TOTAL ASSETS	121,134.20
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
Accounts Payable	-1,196.75
Total Accounts Payable	-1,196.75
Other Current Liabilities	
Payroll Liabilities	172,129.29
Total Other Current Liabilities	172,129.29
Total Current Liabilities	170,932.54
Total Liabilities	170,932.54
Equity	
Opening Balance Equity	112,135.13
Unrestricted Net Assets	-163,932.43
Net Income	1,998.96
Total Equity	-49,798.34
TOTAL LIABILITIES & EQUITY	121,134.20



Estimate

Light Bright Electric

Owner: Michael Tennison II

Lubbock, TX 79415
(806) 441-4016
TECL: 33275

NO.
DATE: 3/1/2022

may be withdrawn by Light Bright Electric if not
accepted within 7 days

TO City of Hale Center

JOB	JOB LOCATION	PAYMENT TERMS	DUE DATE
Add power for new plugs	Hale center		

QTY	DESCRIPTION	UNIT PRICE	LINE TOTAL
	Run ½ pipe from panel to both locations where customer is needing both drops for vehicles. Will use 12/3 so code to drop outlets with strain relief connectors. Each plug will be a dedicated circuit from existing panel. Also, will install 30-amp breaker in panel for the dryer.		
	material		600.00
	labor		250.00
SUBTOTAL			
SALES TAX			
TOTAL			850.00
Deposit of: \$__0.00 Balance of: \$_850.00_ due at completion			

THANK YOU FOR YOUR BUSINESS!

Terms and conditions: All material is guaranteed to be as specified. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements contingent upon accidents or delays beyond our control.

Light Bright Electric owner: Michael Tennison II

**CITY OF HALE CENTER
HALE CENTER, TEXAS
MONTHLY REPORT OF BANK BALANCES
March 1, 2022**

Bank Account Balances

(Demand Deposits)

37.08%

Operational Account	0502219	0.05%	\$257,559.82
Back the Blue	7018059	0%	\$1,391.78
PD Training	7018804	0%	\$1,537.35
Total			\$260,488.95

Schedule of Investments

(Time Deposits)

62.92%

Budget Fund	Account	Origin Date	Current	Length	Original	Current Value
Certificate of Deposit	6348651	2/23/21	0.40%	6 Month	\$100,000.00	\$100,549.86
Certificate of Deposit	6324212	11/9/16	0.40%	6 Month	\$150,000.00	\$15,454.87
Certificate of Deposit	6318810	2/19/16	0.40%	3 Month	\$100,000.00	\$100,535.92
Certificate of Deposit	6350910	8/23/21	0.40%	3 Month	\$225,000.00	\$225,449.15
Totals					\$100,000.00	\$441,989.80

Total Cash Accounts	\$260,488.95
Total Investments	\$441,989.80
Total Cash and Investments	\$702,478.75



Mike Cypert
City Manager

This report complies with the City's Investment Policy and all federal, state, and local statutes, rules, or regulations.

Account	Description	Budget	MTD	YTD	Variance	%
Operating Revenues						
014007	Ad Valorem Taxes	267,147.00	53,269.48	224,922.00	42,225.00	84.19
014021	Ad Valorem P&I	5,300.00	174.96	187.22	5,112.78	3.53
014028	Delinquent Ad Valorem Taxes	14,000.00	520.87	4,458.91	9,541.09	31.85
014035	Delinquent Ad Valorem P&I	6,700.00	239.32	1,611.66	5,088.34	24.05
014042	Sales Tax	88,000.00	9,478.36	38,349.22	49,650.78	43.58
014049	Sales Tax EDC	44,000.00	4,739.17	19,174.57	24,825.43	43.58
014056	Franchise Fees	99,000.00	17,294.60	54,750.47	44,249.53	55.30
014063	Permits	3,100.00	249.00	1,004.00	2,096.00	32.39
014070	Food Permits	1,100.00		58.31	1,041.69	5.30
014084	Interest Income	2,500.00	8.10	36.20	2,463.80	1.45
014098	Animal Control Fees	2,600.00	25.00	985.00	1,615.00	37.88
014105	Misc. Income	1,500.00	10.00	126.75	1,373.25	8.45
014112	Leases and Rents	10,000.00	225.00	455.00	9,545.00	4.55
014119	Sanitation Charges	162,000.00	12,956.00	65,752.00	96,248.00	40.59
014126	Landfill Fees	47,000.00	3,872.00	19,678.00	27,322.00	41.87
014133	Recycling Income	2,500.00		262.15	2,237.85	10.49
014140	Mosquito Spray Fees	9,380.00	771.00	3,918.00	5,462.00	41.77
014147	Sale of Property	2,000.00		65.00	1,935.00	3.25
014154	Municipal Court Fees	78,600.00	2,213.62	19,256.29	59,343.71	24.50
014161	Court Technology Fees	1,400.00			1,400.00	
014168	Court Security Fees	1,125.00			1,125.00	
014169	Police Training -TX Comptroller	740.00			740.00	
014175	Transfer From Water Fund	110,674.00			110,674.00	

	Operating Revenues	980,366.00	106,046.48	455,050.75	505,315.25	47.38
Non-Operating Revenues						
014401	Insured Claims			5,565.08	-5,565.08	
014407	TP&W Trails Grant		4,204.55	4,204.55	-4,204.55	
014409	TP&W Rec Grant	84,773.00		-850.11	85,623.11	-1.00
014410	Park Grant Donation	71,080.00			71,080.00	
014411	WBU Bond Fund 2022		10,000.00	10,000.00	-10,000.00	
014444	HCAD Excess of Proceeds		9,185.30	9,185.30	-9,185.30	

	Non-Operating Revenues	155,853.00	23,389.85	28,104.82	127,748.18	18.03

	Total Revenue	1,116,219.00	129,436.33	483,155.57	633,063.43	43.29
	TOTAL REVENUE	1,116,219.00	129,436.33	483,155.57	633,063.43	
Administration						
015007	Appraisal Dist. Exp.	5,320.00	391.25	2,060.39	3,259.61	38.73
015014	Accounting	9,450.00			9,450.00	
015021	Attorney Fees	4,500.00		575.00	3,925.00	12.78
015028	Legal Publications	1,200.00		100.00	1,100.00	8.33
015035	Codification	1,000.00	395.00	395.00	605.00	39.50
015042	Dues, Registrations & Meetings	4,000.00	730.74	3,748.78	251.22	93.72
015049	Office Supplies	4,000.00	878.46	1,853.70	2,146.30	46.34

Account	Description	Budget	MTD	YTD	Variance	%
015056	Postage	700.00	104.50	240.00	460.00	34.29
015063	Printing		79.99	147.09	-147.09	
015077	Misc. Expense	750.00		18.75	731.25	2.50
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	Administration	30,920.00	2,579.94	9,138.71	21,781.29	29.56
	Nondepartmental					
015203	EMS Contract	48,000.00	4,000.00	20,000.00	28,000.00	41.67
015210	Fire Dept. Contract	9,900.00	825.00	4,125.00	5,775.00	41.67
015217	Library Contract	5,400.00	450.00	2,250.00	3,150.00	41.67
015224	Sr. Citizens Contract	6,000.00	500.00	2,500.00	3,500.00	41.67
015231	Civil Defense	2,500.00			2,500.00	
015238	Hale Center EDC	44,000.00	4,739.17	19,174.57	24,825.43	43.58
015245	EMS Bld. Maint.	250.00		587.99	-337.99	235.20
015252	Fire Bld. Maint.	250.00			250.00	
015259	City Hall Bld. Maint.	500.00	261.00	1,140.61	-640.61	228.12
015266	LeMond Bld. Maint	1,000.00		350.18	649.82	35.02
015273	Environmental Health Insp.	1,100.00			1,100.00	
015280	Building Inspection Fees	1,600.00	75.00	150.00	1,450.00	9.38
015287	General Insurance	13,880.00		8,191.25	5,688.75	59.01
015294	Utilities - Gas and Elect.	12,500.00	2,148.13	7,373.86	5,126.14	58.99
015301	Telephone/Internet	6,100.00	486.47	2,409.59	3,690.41	39.50
015308	Software / IT	3,000.00		187.50	2,812.50	6.25
015337	Capital Outlay - LeMond	9,000.00	4,778.98	8,979.38	20.62	99.77
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	Nondepartmental	164,980.00	18,263.75	77,419.93	87,560.07	46.93
	Legislative					
015378	Dues Registrations & Meetings	12,000.00		4,592.29	7,407.71	38.27
015385	Election Expense	5,500.00			5,500.00	
015392	Council Stipends	2,500.00		2,275.00	225.00	91.00
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	Legislative	20,000.00		6,867.29	13,132.71	34.34
	Judicial					
015406	Dues, Registrations & Training	2,000.00			2,000.00	
015413	State Traffic Fees	27,000.00		13,489.29	13,510.71	49.96
015420	Prosecutor Fees	1,500.00			1,500.00	
015427	IT/Software	2,785.00			2,785.00	
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	Judicial	33,285.00		13,489.29	19,795.71	40.53
	Police					
015455	Dues, Registrations & Training	3,000.00		705.96	2,294.04	23.53
015462	Uniforms	2,000.00		858.45	1,141.55	42.92
015476	Software / IT	1,500.00		325.00	1,175.00	21.67
015483	Supplies & Equipment	5,000.00		2,760.02	2,239.98	55.20
015490	Vehicle Fuel	16,800.00	1,539.16	7,126.05	9,673.95	42.42
015497	Vehicle Maint.	3,450.00	244.77	1,206.84	2,243.16	34.98
015504	Misc. Expense	500.00		142.65	357.35	28.53
015506	Code Enforcement Expense	8,000.00			8,000.00	

Account	Description	Budget	MTD	YTD	Variance	%
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	Police	40,250.00	1,783.93	13,124.97	27,125.03	32.61
	Streets					
015532	Sealcoat Project	50,000.00			50,000.00	
015539	Engineering - Sealcoat	10,000.00		2,605.64	7,394.36	26.06
015546	Street & Pothole Repair	8,000.00		451.10	7,548.90	5.64
015553	Utilities - Street Lighting	33,000.00	3,022.08	15,078.41	17,921.59	45.69
015560	Street Base Materials	2,000.00			2,000.00	
015567	Street Sign Repairs	750.00			750.00	
015574	Equipment Maint.	11,500.00		4.59	11,495.41	.04
015581	Weed Control	2,500.00			2,500.00	
015588	Spray License Fees & Training	1,500.00			1,500.00	
	Streets	119,250.00	3,022.08	18,139.74	101,110.26	15.21
	Parks					
015609	City Park Maint.	7,000.00		2,694.65	4,305.35	38.49
015617	TP&W Rec Grant	155,853.00	7,193.08	7,193.08	148,659.92	4.62
015623	Utilities - Parks	7,400.00	674.67	3,278.96	4,121.04	44.31
	Parks	170,253.00	7,867.75	13,166.69	157,086.31	7.73
	Sanitation					
015651	Contracted Alley Service	137,000.00	10,477.85	51,987.30	85,012.70	37.95
015658	Recycle Center Disposal	12,500.00		2,644.66	9,855.34	21.16
015665	Plainview Recycle Prog.	1,800.00	1,252.32	1,252.32	547.68	69.57
015672	Tire Recycling	1,200.00		288.00	912.00	24.00
015679	Vector Control (Mosq.)	5,000.00		1,275.00	3,725.00	25.50
015686	Animal Control	2,000.00		271.11	1,728.89	13.56
	Sanitation	159,500.00	11,730.17	57,718.39	101,781.61	36.19
	Non-Budgeted Expense					
016006	21-22 PD In-car cams		9,510.00	9,510.00	-9,510.00	
016007	Insurance Settlement			5,565.08	-5,565.08	
016008	21-22 PD Mobile Computers		2,905.28	2,905.28	-2,905.28	
	Non-Budgeted Expense		12,415.28	17,980.36	-17,980.36	
	Total Operating Expense	738,438.00	57,662.90	227,045.37	511,392.63	30.75
	Payroll					
017007	Administrative Payroll	94,745.00	7,646.92	37,223.85	57,521.15	39.29
017014	Police Payroll	179,282.00	13,458.52	73,013.85	106,268.15	40.73
017021	Judicial Payroll	22,942.00	1,335.76	6,717.30	16,224.70	29.28
017028	Sanitation Payroll	7,862.00	604.80	2,923.20	4,938.80	37.18
017035	TML - Admin	5,615.00		1,967.06	3,647.94	35.03
017042	TML - Police	22,450.00		7,425.40	15,024.60	33.08
017056	TMRS - Admin	4,690.00	393.05	1,900.50	2,789.50	40.52
017063	TMRS - Police	8,875.00	691.77	3,572.23	5,302.77	40.25

Account	Description	Budget	MTD	YTD	Variance	%
017098	TWC - Unemployment	1,100.00		389.10	710.90	35.37
017105	TML Workman's Comp	6,370.00		3,367.50	3,002.50	52.86
017175	HR Expense	500.00			500.00	
017600	Payroll Tax (FICA)	23,350.00	1,763.00	9,170.62	14,179.38	39.27
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	Payroll	377,781.00	25,893.82	147,670.61	230,110.39	39.09
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	Total Payroll Expense	377,781.00	25,893.82	147,670.61	230,110.39	39.09
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	* CURRENT YEAR SURPLUS	=====	=====	=====	=====	=====

Account	Description	Budget	MTD	YTD	Variance	%
Operating Revenues						
024007	Metered Water Sales	525,000.00	35,904.56	289,942.32	235,057.68	55.23
024014	Sewer Service Sales	149,500.00	12,181.70	61,848.40	87,651.60	41.37
024021	Late Fees	18,200.00	1,570.39	8,083.14	10,116.86	44.41
024028	Returned Check Fees			60.00	-60.00	
024035	ACH/CC Processing Fees	7,000.00	766.77	3,367.67	3,632.33	48.11
024056	Reconnection Fees	8,700.00		1,260.00	7,440.00	14.48
024063	Water Tap Fees	2,400.00			2,400.00	
024070	Misc. Income	1,000.00	531.30	531.30	468.70	53.13
024200	Returns / Overread / Adj.		-1,597.83	-117,581.94	117,581.94	
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	Operating Revenues	711,800.00	49,356.89	247,510.89	464,289.11	34.77
Non-Operating Revenues						
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	Total Revenue	711,800.00	49,356.89	247,510.89	464,289.11	34.77
	TOTAL REVENUE	711,800.00	49,356.89	247,510.89	464,289.11	
Administration						
025007	Accounting	9,450.00			9,450.00	
025014	Attorney Fees	4,500.00		575.00	3,925.00	12.78
025021	Legal Publications	750.00			750.00	
025028	ACH/CC Expense	5,500.00			5,500.00	
025035	Dues, Registrations & Meetings	4,000.00	2,279.00	3,850.87	149.13	96.27
025042	Office Supplies	4,000.00	122.06	1,791.60	2,208.40	44.79
025049	Postage	5,200.00	451.29	1,956.98	3,243.02	37.63
025063	Equipment Leasing / Maint.	4,500.00	778.28	2,054.74	2,445.26	45.66
025070	Misc. Expense	500.00		18.75	481.25	3.75
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	Administration	38,400.00	3,630.63	10,247.94	28,152.06	26.69
Nondepartmental						
025105	City Hall Maint.	500.00			500.00	
025112	General Insurance	13,880.00		8,191.25	5,688.75	59.01
025119	Utilities - Gas and Elect.	8,600.00	917.56	3,507.59	5,092.41	40.79
025126	Telephone/Internet	6,100.00	486.47	2,409.57	3,690.43	39.50
025133	Software / IT	3,000.00	204.13	707.43	2,292.57	23.58
025147	Pest Control	1,320.00	110.00	550.00	770.00	41.67
025154	Debt Service - Lease Purchase 2027	13,640.00		13,637.68	2.32	99.98
025168	Transfer to General Fund	110,674.00			110,674.00	
025400	Returned Check / Rejected ACH		-427.97	-2,719.36	2,719.36	
		-----	-----	-----	-----	-----
	Nondepartmental	157,714.00	1,290.19	26,284.16	131,429.84	16.67
Water / Sewer Maintenance						
025560	Dues, Registrations & Training	6,000.00	85.96	3,481.92	2,518.08	58.03
025567	Uniforms	3,200.00		1,404.93	1,795.07	43.90

Account	Description	Budget	MTD	YTD	Variance	%
025581	Engineering Fees	4,000.00			4,000.00	
025588	State Fees & Permits	1,500.00		1,250.00	250.00	83.33
025595	Production Utilities	36,100.00	2,936.15	14,444.22	21,655.78	40.01
025602	Lab Samples - Testing	4,200.00	127.20	607.20	3,592.80	14.46
025609	Building & Grounds Maint.	1,000.00			1,000.00	
025616	Vehicle & Equip. Fuel	14,000.00	838.83	5,594.96	8,405.04	39.96
025623	Vehicle Maint.	7,000.00	87.28	791.77	6,208.23	11.31
025630	Equip. Maint.	9,000.00	85.74	1,114.35	7,885.65	12.38
025644	Materials & Supplies	16,000.00	1,136.48	9,867.64	6,132.36	61.67
025651	Water Sewer Treatment	6,000.00	267.29	1,581.64	4,418.36	26.36
025658	Utility Repairs & Maint.	52,276.00	2,059.85	16,589.14	35,686.86	31.73
		-----	-----	-----	-----	-----
	Water / Sewer Maintenance	160,276.00	7,624.78	56,727.77	103,548.23	35.39
	Non-Budgeted Expense					
026003	2021-Variable Drives			4,477.84	-4,477.84	
		-----	-----	-----	-----	-----
	Non-Budgeted Expense			4,477.84	-4,477.84	
		-----	-----	-----	-----	-----
	Total Operating Expense	356,390.00	12,545.60	97,737.71	258,652.29	27.42
	Payroll					
027007	Administrative Payroll	89,740.00	6,762.46	35,409.83	54,330.17	39.46
027014	W/S Maint Payroll	189,000.00	11,438.81	69,297.16	119,702.84	36.67
027021	TML - Admin.	5,615.00		1,877.90	3,737.10	33.44
027028	TML - Maint.	28,063.00		8,276.67	19,786.33	29.49
027035	TMRS - Admin.	4,442.00	347.59	2,262.39	2,179.61	50.93
027042	TMRS - Maint.	9,256.00	587.95	3,146.53	6,109.47	33.99
027056	TWC - Unemployment	1,100.00		389.12	710.88	35.37
027063	TML Workman's Comp	6,370.00		3,367.50	3,002.50	52.86
027175	HR Expense	500.00			500.00	
027600	Payroll Tax Expense (FICA)	21,324.00	1,392.40	8,010.09	13,313.91	37.56
		-----	-----	-----	-----	-----
	Payroll	355,410.00	20,529.21	132,037.19	223,372.81	37.15
		-----	-----	-----	-----	-----
	Total Payroll Expense	355,410.00	20,529.21	132,037.19	223,372.81	37.15
	* CURRENT YEAR SURPLUS		16,282.08	17,735.99	-17,735.99	
		=====	=====	=====	=====	=====

INTERLOCAL GOVERNMENTAL COOPERATION CONTRACT FOR ADMINISTRATIVE SERVICES

**STATE OF TEXAS
COUNTY OF LUBBOCK**

AGREEMENT:

This Agreement is made and entered into this 08 day of March, 2022 by and between the City of Hale Center, Texas, hereinafter referred to as "City", and the South Plains Association of Governments, hereinafter referred to as "SPAG", a political subdivision under Chapter 391 of the Texas Local Government Code, acting by and through its duly authorized executive officer.

WHEREAS, both "City" and "SPAG" are local governments as defined by Chapter 791 of the Texas Government Code, and this contract is made and executed under provisions of said chapter, which is commonly known as the Interlocal Cooperation Act; and,

WHEREAS, SPAG has professional administrative services expertise useful to the City of Hale Center and desires to make such services available under the following terms and conditions;

NOW, in consideration of the mutual covenants and promises herein contained, the parties agree as follows:

SPAG agrees to provide certain administrative services, as described in Sections 1, 2, 3, 4, 5, 6, and 7 of this agreement, for the City of Hale Center, pursuant to the receipt by the city of a Texas Community Development Block Program contract from the Texas Department of Agriculture (TDA). In consideration for administrative services described herein, the City agrees to pay SPAG as described in Section 8 of this agreement.

SCOPE OF WORK:

SECTION 1. PROGRAM SET-UP

- 1.01 Provide general advice with respect to the implementation of the project and regulatory matters.
- 1.02 Furnish necessary forms and procedures for implementation of the project.
- 1.03 Provide technical assistance for the routine tasks to City personnel who will be directly involved in the program.
- 1.04 Assist the City in developing a record keeping system consistent with program guidelines, including the establishment and maintenance of program files.

- 1.05 Serve as liaison for the city during any monitoring visits by staff representatives of either the Texas Department of Agriculture (TDA) or the U. S. Department of Housing and Urban Development (HUD).
- 1.06 Assist the City in meeting all special condition requirements.
- 1.07 Prepare and submit to TDA all required periodic progress reports and compliance reports.
- 1.08 Assist the City in meeting citizen participation requirements, fair housing, civil rights and personnel requirements which may be qualifying factors for participation in the Texas Community Development Block Grant Program (TxCDBG).

SECTION 2. FINANCIAL MANAGEMENT

- 2.01 Assist the City in documenting its ability to manage grant funds as required by the state.
- 2.02 Assist the City in establishing and maintaining separate bank accounts, journals, and ledgers as necessary for this project.
- 2.03 Assist the City in submitting the required depository and signature forms to TDA.
- 2.04 Assist the City in preparation and submission of requests for payment of funds by TDA.
- 2.05 Assist the City in establishing procedures to handle the use of any CDBG program income.

SECTION 3. ENVIRONMENTAL REVIEW

- 3.01 Prepare an environmental assessment of the project.
- 3.02 Coordinate environmental clearance procedures with other federal or state agencies and interested parties responsible for implementing applicable laws.
- 3.03 Document all environmental comments.
- 3.04 Prepare any required environmental reassessment.
- 3.05 Prepare request for release of funds and certifications to be sent to TDA.

SECTION 4. ACQUISITION

- 4.01 Prepare required acquisition report(s), if any, on behalf of the City.
- 4.02 Assist the City in determining the necessary documentation of ownership of City-owned real estate, rights-of-way, easements, or other real property rights, if any, which may be required by the state.
- 4.03 Assist the City with acquisition of real property or the rights of use to real property.
- 4.04 Maintain separate files for each parcel of real property acquired.

SECTION 5. LABOR STANDARDS/CONSTRUCTION MANAGEMENT

- 5.01 Assist the City in determining how much, if any, of the TDA contract activities will be carried out, in whole or part, by force account labor. Including, whether or not it will be necessary to hire temporary employees to specifically carry out TxCDBG contract activities, and maintaining adequate documentation of personnel/equipment/materials expended/used and their costs
- 5.02 Assist the City in documenting compliance with federal and state requirements for equal employment opportunity.
- 5.03 Assist City/County in documenting compliance with all federal and state requirements related to minimum wage and overtime pay requirements.
- 5.04 Provide assistance to or act as local labor standards officer. Notify TDA in writing of name, address, and phone number of appointed labor standards compliance officer (when needed).
- 5.05 Request wage rates from State/TDA, when necessary.
- 5.06 Provide sample TxCDBG contract documents to engineer.
- 5.07 Advertise for bids, and make ten-day call to TDA.
- 5.08 Verify construction contractor eligibility with TDA.
- 5.09 Review construction contract, and attend pre-construction conference and prepare minutes (as needed).
- 5.10 Issue Notice of Start of Construction to TDA.

5.11 Review weekly payrolls, including compliance follow-ups. Conduct employee interviews. Process change orders approved by (Name of City or County) and the project engineer and submit to TDA prior to execution with the construction contractor.

5.12 Obtain Certificate of Construction Completion/Final Wage Compliance Report and submit to TDA.

5.13 Provide general advice and technical assistance to City of Hale Center personnel on implementation of project and regulatory matters.

SECTION 6. FAIR HOUSING/EQUAL OPPORTUNITY

6.01 Assist the City in developing, implementing and documenting activities to affirmatively further fair housing during the contract period.

6.02 Maintain documentation of project beneficiaries as required.

6.03 Assist with the development and administration of the Citizen Participation Plan including grievance procedures, Section 3 requirements, Section 504 requirements, Excess Force provisions, public notices, and other civil right documentation as required and/or applicable.

6.04 Provide all applicable equal opportunity provisions and certifications for inclusion in bid packet.

SECTION 7. PROJECT AUDIT/CLOSE-OUT

7.01 Prepare Project Completion Report, including the General Report, Recipient Beneficiary Report, Final Financial Interest Report, and any required documentation regarding citizen participation/equal rights/fair housing and Certificate of Completion.

7.02 Assist the City in responding to any monitoring findings in connection with inspections and project reviews by the state.

7.03 Assist the City in resolving any third-party claims.

7.04 Provide the City's auditor with CDBG audit guidelines when needed.

7.05 SPAG shall not be financially responsible for any audit findings or for payment for an audit.

PAYMENT SCHEDULE:

SECTION 8. PAYMENT SCHEDULE

8.01 The City of Hale Center agrees to pay SPAG \$30,000 under the following schedule:

1)	Establishment of Record Keeping System	22.5%
2)	Completion of Environmental Review	22.5%
3)	Completion of Bid/Contract Award Process	22.5%
4)	Labor Standards Compliance/Completion of Construction	22.5%
5)	Filing of all Required Closeout Information	10%
	TOTAL	100%

8.02 The City of Hale Center shall receive funds from the Texas Department of Agriculture pertaining to this project and shall be responsible for the deposit, disbursement, management of such funds, and allowable costs.

8.03 Funds awarded to SPAG by the City of Hale Center under the terms of this agreement are authorized under the provisions of the State of Texas Professional Services Procurement Act, Texas Government Code, Chapter 2254, Subchapter A, "Professional Services".

TERMS AND CONDITIONS:

SECTION 9. ADDITIONAL SPAG OBLIGATIONS

9.01 During the performance of this agreement, SPAG agrees as follows:

- A. SPAG will not discriminate against any employee or applicant for employment because of national origin, religion, race, creed, sex, familial status, or gender. SPAG will take affirmative action to ensure that applicants are employed and during the course of employment, are treated without regard to national origin, race, religion, creed, sex, familial status or gender. The actions will include, but are not necessarily limited to, employment up-grading, promotion, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- B. When soliciting or advertising for employees, SPAG will clearly state that all qualified applicants will receive consideration for employment without regard to race, religion, creed, sex, or national origin.

- C. SPAG will furnish all information and reports of Executive Order 11246 of September 24, 1965, and by the rules, regulations, and relevant orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, accounts, and records by the City of Hale Center and the Secretary of Labor for the purposes of investigation to ascertain with such rules, regulations and orders.
- D. If the Secretary of Labor determines that SPAG does not comply with rules, regulations, or orders issued by the Secretary, this agreement may be cancelled, terminated or suspended, in whole or in part, and SPAG may be declared ineligible for further participation in government contracts under provisions of Executive Order #11246 of September 24, 1965, or by rules otherwise provided by law.

SECTION 10. CIVIL RIGHTS ACT OF 1964.

10.01 During the performance of this Agreement, SPAG agrees to the following:

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

SECTION 11. SECTION 109 OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974

11.01 During the performance of this Agreement, SPAG agrees as follows:

- A. No person in the United States shall, on the grounds of race, color, national origin, 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: *"Section 3" Compliance in the Provision of Training, Employment and Business Opportunity.*
- B. The work to be performed under this Agreement is on a project assisted under a program providing direct federal financial assistance from the Department of Housing and Urban Development Act of 1968, as amended, [12 U.S.C., 1701u.] Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given to lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part, by persons residing in the area of the project.

- C. The parties to this Agreement will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of HUD set forth in 24 CFR 135, and all applicable rules and orders of HUD issued prior to execution of this contract. The parties to this Agreement certify and agree that they are under no contractual or other disability which prevents them from complying with these requirements.
- D. The Contractor will send to each labor organization or representative of workers with which the Contractor has a collective bargaining agreement or other contract of understanding, if any, a notice advising the labor organization or workers' representative of contractor's commitments under the Section 3 clause, and shall furnish the City of Hale Center copies of the notice in places available to employees and applicants for employment or training.
- E. The Contractor will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for, or recipient of, federal financial assistance, take appropriate action pursuant to the subcontract upon finding that the subcontractor is in violation of regulations issued by the Secretary of HUD, 24 CFR, Part 135. The Contractor will not subcontract with any person or business when the contractor has notice or knowledge that the subcontractor has been found in violation of regulations under 24 CFR Part 135.
- F. Compliance with the provisions of Section 3 and the regulations set forth in 24 CFR Part 135, and applicable rules and orders of HUD issued prior to execution of the contract shall be on the condition of the federal financial assistance provided to the project and shall be binding on the applicant or recipient for such assistance, its successors and assignees. Failure to fulfill these requirements shall subject the applicant or recipient, its contractors and subcontractors, its successors or assignees, to those sanctions specified by the grant or loan agreement or contract through which federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135.

SECTION 12. PERIOD OF AGREEMENT, AGREEMENT TERMINATION, CONTRACT REPRESENTATIVE, AND PROCEDURE FOR AMENDING

- 12.01 Both parties agree that it is intended that all performances under this agreement are to be accomplished within two years of the date of its execution unless amended by mutual agreement of the parties. In any event, it is agreed and understood that SPAG shall be paid for performance rendered under this agreement.

- 12.02 This agreement may be terminated by either party upon thirty (30) days' notice in writing by one party to the other. Upon such termination, if any, SPAG shall be paid any outstanding sums due SPAG within thirty (30) days of termination.
- 12.03 It is further understood and agreed by the parties that SPAG is not responsible or liable to third parties for performance or non-performance by the City of Hale Center under terms of this agreement as allowed by the laws and constitution of the State of Texas.
- 12.04 SPAG designates as its Contract Representative with the City of Hale Center, it's Executive Director. All communications relating to this Agreement should be addressed and directed to the Executive Director, or to a designee expressly named by the Executive Director.
- 12.05 It is understood and agreed by the parties, that each is contracting independently; and that nothing contained herein shall be construed as giving rise to or creating partnership, joint venture, or employer/employee relationship.
- 12.06 It is further understood and agreed, by all parties, that should either party breach the terms of this Agreement, the only remedy shall be termination of the Agreement in accordance with provisions of Section 12 of this Agreement.
- 12.07 Either party may, from time to time, request changes in the scope of the services to be performed. Such changes, including any increase or decrease in the amount of compensation to SPAG, shall be mutually agreed upon by both parties and shall be incorporated herein by a written amendment to this Contract.

SECTION 13. INTEREST OF THE PARTIES

- 13.01 No member of the governing body of the City of Hale Center and no other officer, employee, agent, or public official, who exercises any function or responsibility in connection with the planning or completion of the water improvement project has or shall have any personal financial interest, direct or indirect, in this contract or the work performed thereunder.
- 13.02 SPAG covenants that neither it nor any of its officers, directors, employees or agents has any financial interest in the project. SPAG further covenants that neither it nor any of its officers, directors, employees or agents shall acquire any interest, either direct or indirect, in the study area or any parcel therein, or any other interest which would conflict in any manner or degree with the performance of its services hereunder. SPAG further covenants

that no person having any conflicting interest shall be employed for performance of its services under terms of this Agreement.

13.03 No person who is an employee, agent, officer, or official of SPAG who exercises or have exercised any functions or responsibilities with respect to the activities assisted under this contract who are in a position to participate in a decision making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from the activity, have an interest in or benefit from the activity or have any interest in any contract, subcontract or agreement with respect to the activities or the proceeds either for themselves or those with whom they have family or business ties during their tenure or for one year thereafter.

13.04 Local Program Liaison: The City of Hale Center has designated the City Manager to be the primary contact for SPAG in all matters concerning this grant and interlocal agreement.

SECTION 14. MISCELLANEOUS

14.01 SPAG shall give the United States Department of Housing and Urban Development (HUD), the Inspector General of the U.S., the Comptroller of the Currency, the Comptroller General of the United States, the Auditor of the State of Texas, the Office of Rural Community Affairs (TDA), or the General Accounting Office or any of their duly authorized representatives, access to and the right to examine all books, accounts, records, reports, files, other papers, things, or property belonging to or in use by SPAG pertaining to this contract and the resulting project. Such rights to access shall continue as long as the records are retained by SPAG. SPAG agrees to maintain such records in an accessible location and to provide reasonable access to such records for a maximum of five years after the (Name of City or County) makes its final payment and all pending matters are closed.

14.02 The party's signatory on behalf of SPAG and on behalf of the City of Hale Center, respectively, do individually hereby certify that each is authorized to execute this agreement on behalf of each respective organization.

14.03 This agreement constitutes the entire agreement between the parties relating to the rights granted and the responsibilities assumed.

14.04 Should any deviation occur from any of the requirements of this Agreement or the Texas Community Block Development Grant contract, known to SPAG, or which becomes known to SPAG, then SPAG shall immediately inform the City of Hale Center in writing.

- 14.05 SPAG shall maintain fiscal records and supporting documentation for all expenditures of contract funds pursuant to OMB Circular A-87. SPAG shall retain these records and supporting documentation for the greater of three years from completion of this project.
- 14.6 SPAG and the City of Hale Center will work along with TDA and other parties to the grant (Example: Engineer, contractor, material supplier, regulatory agency, etc). to ensure that compliance is achieved in all areas of this grant. Should issues of non-compliance or disallowed cost arise, the City of Hale Center and SPAG will work towards reasonable solutions.
- 14.7 Percentage Share of Negligence. To the fullest extent permitted by law, a party's total liability to the other party and anyone claiming by, through, or under the other party for any cost, loss, or damage caused in part by the negligence of the party and in part by the negligence of the other party or any other negligent entity or individual, shall not exceed the percentage share that the party's negligence bears to the total negligence of the City of Hale Center, SPAG, and all other negligent entities and individuals.
- 14.8 Mutual Waiver. To the fullest extent permitted by law, the City of Hale Center and SPAG waive against each other, and the other's employees, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project.

EXECUTION

Executed in triplicate this 08 day of March, 2022.

BY: _____
W.H. Johnson, Mayor
City of Hale Center

Approved and accepted on behalf of South Plains Association of Governments (SPAG)

BY: _____

Tim C. Pierce, EXECUTIVE DIRECTOR

REVIEWED: _____
Tim Schwartz, DIRECTOR OF FINANCE

Appointment of Labor Standards Officer

A701

(Submit form to Labors@TexasAgriculture.gov)

Grant Recipient: City of Hale Center Contract No: CDV21-0200

I, W.H. Johnson hereby appoint Gynova (Gyn) Samples
(Mayor) (Print Name)

as the Labor Standards Officer for the aforementioned contract. The appointed Labor Standards Officer is assigned to oversee the labor portion of the contract and will be responsible for assuring compliance with all requirements under **Chapter 7 of the TxCDBG Project Implementation Manual.**

Appointed Labor Standards Officer Name:	Gynova (Gyn) Samples					
Address:	1323 58 th Street					
City:	Lubbock	State:	TX	Zip:	79412	
Telephone Number:	806-762-8721	Fax Number:	806-765-9544			
Email Address:	gsamples@spag.org					

I acknowledge the appointment and duties of Labor Standards Officer.

Signature: _____ Date: _____
(Labor Standards Officer)

Appointed by: W.H. Johnson Title: Mayor
(Mayor/)

Signature: _____ Date: _____
(Mayor)



Designation Form for Civil Rights Officer

A1008



City: Hale Center

TxCDBG Contract # CDV21-0200

Address: PO Box 532

Hale Center, TX 79041

Telephone Number: 806-839-2411

I, W.H. Johnson, Mayor, do hereby appoint Patricia Isaguirre, City Secretary,
(Chief Elected Official) (Name and Title)

as the Civil Rights Officer for the City of Hale Center.

The Civil Rights Officer shall be responsible for the oversight and compliance of fair housing and equal opportunity activities to be performed by the City of Hale Center, as required by the Texas Community Development Block Grant Program Contract No. CDV21-0200.

The Civil Rights Officer is responsible for being familiar with and adhering to all civil rights laws and regulations pertaining to the Texas Community Development Block Grant Program, including those described in the TxCDBG Implementation Manual and those listed in the TxCDBG contract.

Civil Rights Officer: _____
(Signature)

Appointed by: _____
(Signature)

Date: _____

Section 504 Self-Evaluation Form

Grant Recipient: City of Hale Center **TxCDBG Contract No:** CDV21-0200

Brief Description of Project: Reroute pump station by installing approximately three thousand six hundred and fifty linear feet (3,650 l.f.) of 8-inch water line including valves, and related service connections. Add-alternates include, one (1) one hundred twenty-five-kilowatt (125 KW) generator and all associated appurtenances, (1) standpipe altitude valve, flow-paced chlorination system, and all associated appurtenances.

1. Identify individual(s) responsible for collecting information for the Section 504 Self-Evaluation Review.

Mayor – W.H. Johnson and City Manager – Mike Cypert

2. Identify the individual(s) with disabilities and/or organizations (representing persons with disabilities) that were consulted for the self-evaluation review. Describe how they participated in the self-evaluation review.

N/A

3. Describe Section 504 nondiscrimination notification procedures (example: newspaper advertisements, utility inserts, flyers, postings at public facilities).

N/A – Less than 15 employees

4. List policies that may limit participation of individuals with disabilities in Contractor programs, projects, and activities.

1) Only project specific limitations, no city policies
2) _____
3) _____
4) _____

5. Identify and list public facilities that limit accessibility.

1) N/A
2) _____
3) _____
4) _____
5) _____

6. Describe contractor in-house procedures for circulating information on Section 504 and procedures for staff training on Section 504.

N/A – Less than 15 employees

7. Identify Section 504 contractor complaint procedures.

1) N/A – Less than 15 employees

2) _____

3) _____

4) _____

5) _____

8. Describe Contractor's efforts to ensure compliance of Section 504 by third party contractors (Construction Contractors, Engineers, Administrators etc.).

Provisions in all contracts citing Section 3 policy

9. Describe Contractor's efforts to make documents and publications available to individuals with special needs (examples: large print, audio tape, Braille, computer disks).

N/A

10. List special information services that are available (examples: telephone listening devices, information sheet on TDD Relay Texas Service Center for the deaf, interpreters, readers, listening devices, audio visual presentations, automated electronic devices, assistive listening devices, documents in Braille etc.).

11. List emergency evacuation procedures.

1) Located in City's Handbook

2) _____

3) _____

4) _____

5) _____

12. How many people does the Grant Recipient employ?

14

RESOLUTION No. _____ Regarding Civil Rights**The City of Hale Center, Texas**

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

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

Whereas, the City, in accordance with Section 3 of the Housing and Urban Development Act of 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, 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, 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, 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; and

Whereas, the City, 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 contract period of the TxCDBG contract, to affirmatively further fair housing;

Whereas, the City , 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 HALE CENTER, TEXAS, that the CITY OF HALE CENTER ADOPTS THE FOLLOWING:

1. Citizen Participation Plan and Grievance Procedures (Form A1013);
2. Section 3 Policy (Form A1002);
3. Excessive Force Policy (Form A1003);
4. Code of Conduct Policy (Sample Form Appendix C);
5. Limited English Proficiency Plan (Form 1010); and
6. Fair Housing Policy (Exhibit 1015).

Passed and approved this 8th day of March, 2022.

Signature of Elected Official

Printed Name of Elected Official

City of Hale Center

Date _____

A1024 Section 3 Presentation to Local Community (Hale Center, TX)



The City recently received the following
grant award:

- Grant Contract No. CDV21-0200
- Award Amount: \$350,000
- Project: Water Improvement Project



The grant is funded through the
Community Development Block Grant, via:

- U.S. Department of Housing and Urban Development

and

- Texas Department of Agriculture



Section 3 Concepts

- As a condition of funding, the City must comply with Section 3 of the Housing and Urban Development Act of 1968.
- To the greatest extent feasible, Grant Recipients must direct economic opportunities generated by CDBG funds to low- and very low-income persons.



Section 3 Concepts

In part, this means ensuring that:

- Section 3 Businesses have the information to submit a bid or proposal for the project; and
- Section 3 Workers have information about any available job opportunities related to the project.

For precise definitions, see TxCDBG Policy Issuance 20-01



Section 3 Business

A company may qualify as a Section 3 Business if:

- it is owned by low-income persons;
- it is owned by Section 8-Assisted housing residents; or
- 75% of all labor hours for the business in a 3 month period are performed by Section 3 Workers

Register at:

- HUD's Section 3 website:
<https://portalapps.hud.gov/Sec3BusReg/BRegistry/RegisterBusiness>



Section 3 Business

This project is expected to include the following contracting opportunities:

- Grant Administration services (previously selected - SPAG)
- Engineering Services (previously selected - Parkhill)
- Prime Contractor for Water Improvement Project (Not selected)
- Subcontractors (If needed)

Base bid would include water line, and add-alternates (if funding allows) would include generators, altitude valve, and other items listed in the application.



Section 3 Worker

You may qualify as a Section 3 Worker if:

- Your annual income is below the county threshold for your family size:
- You are a current or recent Youthbuild participant

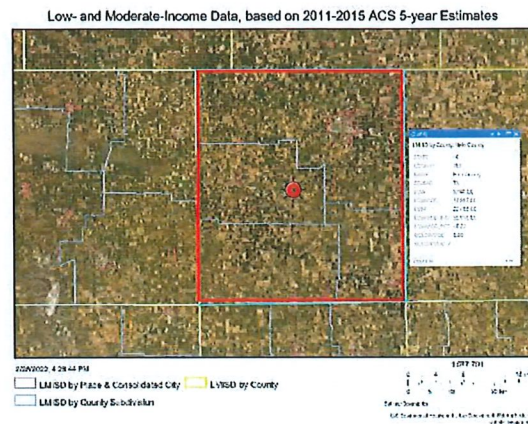
Register your information and search for opportunities at:

- WorkInTexas.gov
- HUD's Section 3 Opportunity Portal
<https://hudapps.hud.gov/OpportunityPortal/>



Targeted Section 3 Worker

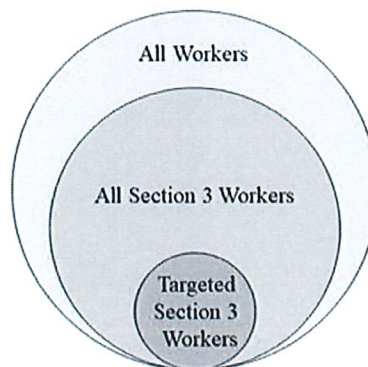
Section 3 Workers that reside near the project location may also qualify as Targeted Section 3 Workers. For this project, that service area is defined by this map:



Recordkeeping

The City will track all hours worked on the project based on the three categories of workers.

This will require collection of certain income information.





For More Information

TxCDBG Policy Issuance 20-01

[REVISED Policy Issuance 20-01 Section 3 v1.pdf](#)
texasagriculture.gov

24 CFR Part 75

[Electronic Code of Federal Regulations \(eCFR\)](#)

Gyn Samples, SPAG Program Specialist – 806-762-8721

ENGINEERING/ /SURVEYOR SERVICES

PART I AGREEMENT

THIS AGREEMENT, entered into this _____ day of _____, by and between the CITY OF HALE CENTER, hereinafter called the "City", acting herein by Honorable WH Johnson, Mayor, hereunto duly authorized, and PARKHILL, hereinafter called "Firm," acting herein by Zane Edwards, PE, Principal.

WITNESSETH THAT:

WHEREAS, the City of Hale Center desires to apply for and construct water system infrastructure improvements under the general direction of the Texas Community Development Block Grant – Community Development Program (hereinafter called "TxCDBG") administered by the Texas Department of Agriculture (TDA); and Whereas the City desires to engage PARKHILL to render certain engineering/surveyor services in connection with the 2020/2021 TxCDBG - CD Project.

NOW THEREFORE, the parties do mutually agree as follows:

1. Scope of Services

The Firm will perform the services set out in Part II, Scope of Services.

2. Time of Performance - The services of the Firm shall commence on March 14, 2022. In any event, all of the services required and performed hereunder shall be completed no later than two years after the award of City of Hale Center's 2020/2021 CD grant contract.

3. Local Program Liaison - 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. Access to Records - The U.S. Department of Housing and Urban Development (HUD), Inspectors General, the Comptroller General of the United States, the Texas Department of Agriculture (TDA), and the City, or any of their authorized representatives, shall have access to any documents, papers, or other records of the Firm which are pertinent to the TxCDBG award, in order to make audits, examinations, excerpts, and transcripts, and to closeout the City's TxCDBG contract with TDA.

5. Retention of Records - The Firm shall retain all required records for three years after the City makes its final payment and all pending matters are closed.

6. Compensation and Method of Payment - The maximum amount of compensation and reimbursement to be paid hereunder for application preparation shall not exceed \$ 0 . The maximum amount of compensation and reimbursement to be paid hereunder for project engineering and special services shall not exceed **\$55,000.00**. Payment to the Firm shall be based on satisfactory completion of identified milestones in Part III - Payment Schedule of this Agreement.

7. Indemnification – The Firm shall comply with the requirements of all applicable laws, rules and regulations, and shall exonerate, indemnify, and hold harmless the City and its agency members from and against any and all claims, costs, suits, and damages, including attorney's fees, arising out of the Firm's performance or nonperformance of the activities, services or subject matter called for in this Agreement, and shall assume full responsibility for payments of Federal, State and local taxes on contributions imposed or required under the Social Security, worker's compensation and income tax laws.

9. Miscellaneous Provisions

- a. This Agreement shall be construed under and accord with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hale 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 and incorporated into this Agreement.

10. Extent of Agreement

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)
 WH Johnson
 (Printed Name)
 Mayor
 (Title)

BY: _____
 (Firm/Contractor’s Authorized Representative)
 Zane Edwards, PE
 (Printed Name)
 Principal | Sector Director
 (Title)

PART II

SCOPE OF SERVICES

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

SCOPE OF SERVICES

PHASE 1

1. Complete application preparation attachments including, but not limited to:
 - a. Sealed Table 2
 - b. Budget/project justification
 - c. Required maps

PHASE 2

1. Attend preliminary conferences with the City regarding the requirements of the project.
2. Determine necessity for acquisition of any additional real property/easements/right-of-ways (ROWs) for the TxCDBG project and, if applicable, furnish to the City:
 - a. Name and address of property owners;
 - b. Legal description of parcels to be acquired; and
 - c. Map showing entire tract with designation of part to be acquired.
3. Make any necessary surveys of existing rights-of-way, topography, utilities, or other field data required for proper design of the project. Provide consultation and advice as to the necessity of the City 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 and obtain railroad/highway/TDLR 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 cost estimates for the project, and to set forth clearly the Firm's recommendations; to be completed within 365 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. Make periodic visits, no less than every 30 days during the construction period, to the construction site to observe the progress and quality of the work, to ensure that the work conforms with the approved plans and specifications, and to determine if the work is proceeding in accordance with the Agreement.

8. Furnish the City a written monthly status report at least seven (7) days prior to the regularly scheduled council/commissioner's court meeting until the project is closed by TDA. The format for this report is attached to this Agreement as Exhibit 1.
9. Submit detailed drawings and plans/specifications to appropriate regulatory agency(ies) and obtain clearance.
10. Prepare bid packet/contract documents/advertisement for bids. At the time the bid packet is completed, the Firm shall also furnish to the City an updated written Estimate of Probable Costs for the Project.
11. Make 10-day call to confirm prevailing wage decision.
12. Incorporate any and all wage rate modifications or supersedes via bid addendum (if applicable).
13. Conduct bid opening and prepare minutes.
14. Tabulate, analyze, and review bids for completeness and accuracy.
15. Accomplish construction contractor's eligibility verification through www.SAM.gov.
16. Conduct pre-construction conference and prepare copy of report/minutes.
17. Issue Notice to Proceed to construction contractor.
18. Provide in all proposed construction contracts deductive alternatives where feasible, so that should the lowest responsive base bid for construction exceed the funds available, deductive alternatives can be taken to reduce the bid price.
19. Design for access by persons with disabilities for those facilities to be used by the public in accordance with Public Law 504.
20. Use TDA-approved forms for instructions to bidders, general conditions, contract, bid bond, performance bond, and payment bond.
21. Consult with and advise the City 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.
25. Recommend that a 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 inspections.
28. Revise contract drawings to show the work as actually 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), as constructed using funds under this contract. These maps shall be provided in digital format containing the source map data (original vector data) and the graphic data in files on machine readable media, such as compact disc (CD), which are compatible with computer systems owned or readily available to the owner. The digital copy provided shall not include a digital representation of the engineer's seal but the accompanying documentation from the Firm shall include a signed statement of when the map was authorized, that the digital map is a true representation of the original sealed document, and that a printed version with the seal has been provided to the City. In addition, complete documentation as to the content and layout of the data files and the name of the software package(s) used to generate the data and maps shall be provided to the owner in written form.

SUBCONTRACTS

1. No work under this Agreement shall be subcontracted by the Firm without prior approval, in writing, from the City.
2. The Firm shall, prior to proceeding with the work, notify the City in writing of the name of any subcontractors proposed for the work, including the extent and character of the work to be done by each.
3. If any time during progress of the work, the City determines that any subcontractor is incompetent or undesirable, the City will notify the Firm who shall take reasonable and immediate steps to satisfactorily cure the problem, substitute performance, or cancel such subcontract. Subletting by subcontractors shall be subject to the same regulations. Nothing contained in this Agreement shall create any contractual relation between any subcontractor and the City.
4. The Firm will include in all contracts and subcontracts in excess of \$150,000 a provision which requires compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C 7401-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). The provisions shall require reporting of violations to TDA and to the Regional Office of the Environmental Protection Agency (EPA).
5. The Firm will include in all contracts and subcontracts in excess of \$150,000 provisions or conditions which will allow for administrative, contractual or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate.
6. The Firm will include in all contracts and subcontracts in excess of \$10,000 provisions addressing termination for cause and for convenience by the City including the manner by which it will be effected and the basis for settlement.

7. The Firm will include in all contracts and subcontracts provisions requiring compliance with the following, if applicable:
 - a. Prime construction contracts in excess of \$2,000, compliance with the Davis-Bacon Act, as amended (40 U.S.C.3141-3144, 3146-3148) as supplemented by Department of Labor regulations (29 CFR part 5);
 - b. Prime construction contracts in excess of \$2,000, compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR part 3)
 - c. Contracts greater than \$10,000, the inclusion of the Equal Opportunity clause provided under 41 CFR 60-1.4(b) (Executive Order 11246);
 - d. Section 3 of the Housing and Urban Development Act of 1968;
 - e. Contracts exceeding \$100,000, compliance with the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352);
 - f. For contracts in excess of \$100,000 that involve the employment of mechanics or laborers, compliance with the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708), including work week requirements and safety conditions for workers, as supplemented by Department of Labor regulations (29 CFR Part 5); and
8. The Firm will include in all negotiated contracts and subcontracts a provision which indicates that funds will not be awarded under this contract to any party which is debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549 and 2 CFR Part 2424. A certification shall be provided and received from each proposed subcontractor under this contract and its principals.
9. The Firm will include in all negotiated contracts and subcontracts a provision to the effect that the City, TDA, the Texas Comptroller of Public Accounts, the Comptroller General of the United States, the U.S. Department of Housing and Urban Development (HUD), or any of their duly authorized representatives, shall have access to any books, documents, papers and records of the contractor which are directly pertinent to that specific contract, for the purpose of making audit, examination, excerpts, and transcriptions.
10. The Firm will include in all contracts and subcontracts a requirement that the contractor maintain all relevant project records for three (3) years after the City has made final payment to the contractor and all other pending matters are closed.

STANDARD OF PERFORMANCE AND DEFICIENCIES

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

**PART III –
PAYMENT SCHEDULE**

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
• Application preparation	0%
• 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%
• Completion of construction staking.	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% \$29,800

SPECIAL SERVICES

Special Services shall be reimbursed at the following amounts:

Surveying	\$ 11,000.00
Testing	\$ 3,200.00
Project Representative	\$ 11,000.00

The fee for all other Special Services shall not exceed a total of Twenty Five Thousand Two Hundred and No/100 Dollars (\$25,200.00). The payment for these Special Services shall be paid as a lump sum, per the following schedule:

1. The Firm shall be paid upon completion of surveying, necessary field data, and acquisition data the sum of Eleven Thousand and No/100 Dollars (\$11,000.00).
2. The Firm shall be paid upon completion of necessary testing. All fees for testing shall not exceed a total of Three Thousand Two Hundred and No/100 Dollars (\$3,200.00).
3. The Firm shall be paid upon completion Resident Project Representative services the sum of Eleven Thousand and No/100 Dollars (\$11,000.00).
4. The payment requests shall be prepared by the Firm and be accompanied by such supporting data to substantiate the amounts requested.
5. Any work performed by the Firm prior to the execution of this Agreement is at the Firm’s sole risk and expense.

PART IV

TERMS AND CONDITIONS

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

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

2. Termination for Convenience of the City.
City may at any time and for any reason terminate Contractor's services and work at City's convenience upon providing written notice to the Contractor specifying the extent of termination and the effective date. Upon receipt of such notice, Contractor shall, unless the notice directs otherwise, immediately discontinue the work and placing of orders for materials, facilities and supplies in connection with the performance of this Agreement. Upon such termination, Firm 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 Firm as are permitted by the prime contract and approved by Client. 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 Client for any additional compensation or damages in the event of such termination and payment.
3. Changes. The City may, from time to time, request changes in the services the Firm will perform under this Agreement. Such changes, including any increase or decrease in the amount of the Firm's compensation, must be agreed to by all parties and finalized through a signed, written amendment to this Agreement.
4. Resolution of Program Non-Compliance and Disallowed Costs. In the event of any dispute, claim, question, or disagreement arising from or relating to this Agreement, or the breach thereof, including determination of responsibility for any costs disallowed as a result of non-compliance with federal, state or TxCDBG program requirements, the parties hereto

shall use their best efforts to settle the dispute, claim, question or disagreement. To this effect, the parties shall consult and negotiate with each other in good faith within 30 days of receipt of a written notice of the dispute or invitation to negotiate, and attempt to reach a just and equitable solution satisfactory to both parties. If the matter is not resolved by negotiation within 30 days of receipt of written notice or invitation to negotiate, the parties agree first to try in good faith to settle the matter by mediation administered by the American Arbitration Association under its Commercial Mediation Procedures before resorting to arbitration, litigation, or some other dispute resolution procedure. The parties may enter into a written amendment to this Amendment and choose a mediator that is not affiliated with the American Arbitration Association. The parties shall bear the costs of such mediation equally. *[This section may also provide for the qualifications of the mediator(s), the locale of meetings, time limits, or any other item of concern to the parties.]* If the matter is not resolved through such mediation within 60 days of the initiation of that procedure, either party may proceed to file suit.

5. Personnel.

- a. The Firm represents that he/she/it has, or will secure at its own expense, all personnel required in performing the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the City.
- b. All of the services required hereunder will be performed by the Firm or under its supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and Local law to perform such services.
- c. None of the work or services covered by this Agreement shall be subcontracted without the prior written approval of the City. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Agreement.

6. Assignability. The Firm shall not assign any interest on this Agreement, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the City thereto; Provided, however, that claims for money by the Firm from the City under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be furnished promptly to the City.

7. Reports and Information. The Firm, at such times and in such forms as the City may require, shall furnish the City such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Agreement, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Agreement.

8. Records and Audits. The Firm shall insure that the City maintains fiscal records and supporting documentation for all expenditures of funds made under this contract in a manner that conforms to 2 CFR 200.300-.309, 24 CFR 570.490, and this Agreement. Such records must include data on the racial, ethnic, and gender characteristics of persons who are applicants for, participants in, or beneficiaries of the funds provided under this

Agreement. The Firm and the City shall retain such records, and any supporting documentation, for the greater of three years from closeout of the Agreement or the period required by other applicable laws and regulations.

9. Findings Confidential. All of the reports, information, data, etc., prepared or assembled by the Firm under this contract are confidential and the Firm agrees that they shall not be made available to any individual or organization without the prior written approval of the City.

10. Copyright. No report, maps, or other documents produced in whole or in part under this Agreement shall be the subject of an application for copyright by or on behalf of the Firm.

11. Compliance with Local Laws. The Firm shall comply with all applicable laws, ordinances and codes of the State and local governments, and the Firm shall save the City harmless with respect to any damages arising from any tort done in performing any of the work embraced by this Agreement.

12. Conflicts of interest.

a. Governing Body. No member of the governing body of the City and no other officer, employee, or agent of the City, who exercises any functions or responsibilities in connection with administration, construction, engineering, or implementation of TxCDBG award between TDA and the City / County, shall have any personal financial interest, direct or indirect, in the Firm or this Agreement; and the Firm shall take appropriate steps to assure compliance.

b. Other Local Public Officials. No other public official, who exercises any functions or responsibilities in connection with the planning and carrying out of administration, construction, engineering or implementation of the TxCDBG award between TDA and the City, shall have any personal financial interest, direct or indirect, in the Firm or this Agreement; and the Firm shall take appropriate steps to assure compliance.

a. The Firm and Employees. The Firm warrants and represents that it has no conflict of interest associated with the TxCDBG award between TDA and the City or this Agreement. The Firm further warrants and represents that it shall not acquire an interest, direct or indirect, in any geographic area that may benefit from the TxCDBG award between TDA and the City or in any business, entity, organization or person that may benefit from the award. The Firm further agrees that it will not employ an individual with a conflict of interest as described herein.

13. Debarment and Suspension (Executive Orders 12549 and 12689)

The Firm certifies, by entering into this Agreement, that neither it nor its principals are presently debarred, suspended, or otherwise excluded from or ineligible for participation in federally-assisted programs under Executive Orders 12549 (1986) and 12689 (1989). The term "principal" for purposes of this Agreement is defined as an officer, director, owner, partner, key employee, or other person with primary management or supervisory

responsibilities, or a person who has a critical influence on or substantive control over the operations of the Firm. The Firm understands that it must not make any award or permit any award (or contract) at any tier to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, "Debarment and Suspension."

Federal Civil Rights Compliance.

14. Equal Opportunity Clause

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

- a. The Firm will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Firm will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Firm agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- b. The Firm will, in all solicitations or advertisements for employees placed by or on behalf of the Firm, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- c. The Firm will not discourage or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- d. The Firm will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Firm's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

- e. The Firm will comply with all provisions of Executive Order 11246 of September 24, 1965, "Equal Employment Opportunity," and of the rules, regulations, and relevant orders of the Secretary of Labor.
 - f. The Firm will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
 - g. In the event of the Firm's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Firm may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
 - h. The Firm will include the portion of the sentence immediately preceding paragraph (a) and the provisions of paragraphs (a) through (h) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Firm will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a Firm becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Firm may request the United States to enter into such litigation to protect the interests of the United States.
15. Civil Rights Act of 1964. Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, religion, sex, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.
16. Section 109 of the Housing and Community Development Act of 1974. The Firm shall comply with the provisions of Section 109 of the Housing and Community Development Act of 1974. No person in the United States shall on the ground of race, color, national origin, religion, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.
17. Section 504 of the Rehabilitation Act of 1973, as amended. The Firm agrees that no otherwise qualified individual with disabilities shall, solely by reason of his/her disability,

be denied the benefits of, or be subjected to discrimination, including discrimination in employment, under any program or activity receiving federal financial assistance.

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

19. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)

The Firm certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining this contract. The Firm shall disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

20. Economic Opportunities for Section 3 Residents and Section 3 Business Concerns.

a. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

b. The parties to this Agreement agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this Agreement certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

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

d. The Firm agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The

Firm will not subcontract with any subcontractor where the Firm has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

e. The Firm will certify that any vacant employment positions, including training positions, that are filled (1) after the Firm is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the Firm's obligations under 24 CFR part 135.

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

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

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor during 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.

N/A

Name of Officer

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

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

☐

Yes

☐

No

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

☐

Yes

☐

No

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

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

7

Signature of vendor doing business with the governmental entity

Date

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. 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.

2.1. **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.

2.2. **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.



Chilton Heating & Air
4434 Olton Road Plainview, TX 79072
Bus. 806-293-7811 Fax 806-293-7035
TACLA23041C

PROPOSAL

Date: 2/11/2022

Customer Name: City of Hale Center
Address: 702 Main Street
Hale Center, TX 79041
Phone: 806-839-2411

Job Location: City Hall

Job Scope: This proposal is for replacing the 10-ton system located in the basement

Items Included:

- (2) 5-ton Carrier fan coil units with 3-phase strip heaters
- (2) 5-ton Carrier, single-phase, heat pumps (3-phase available at additional cost)
- New refrigerant lines from the fan coils to the heat pumps
- Connections and alterations including control wiring, ductwork, piping, and drain
- Labor and miscellaneous material

Total \$ 14,717.00*

***Excludes electrical modifications to wire in the heat pumps outside**

Thank You,

Jeremy Searsy
President

Acceptance of Proposal – The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made upon completion..

Signature _____ Date _____

.....

P.O. Box 490
Plainview, TX 79073
Phone: 806 293-9849
Fax: 806 291-8488

S & S Electric

February 17, 2022

Johnny Ruiz
City of Hale Center
PO Box 532
Hale Center, TX 79042

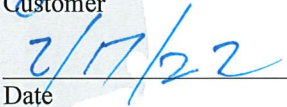
Johnny
,

I propose to install the electrical for 2 – 5 ton AC units at City Hall for the sum of one thousand eight hundred dollars (\$1,800.00).





Customer



Date

S & S Electric

Sincerely,

Bruce Sisk
President

.....