


AGENDA
FRITCH CITY COUNCIL PUBLIC HEARING AND REGULAR SESSION
TUESDAY, MAY 17, 2022
CITY ANNEX BUILDING 509 W. BROADWAY FRITCH, TEXAS
6:00 PM

All agenda items are subject to action. The City Council reserves the right to adjourn into Executive Session on any agenda item should the need arise and if applicable pursuant to authorization by Title 5, Chapter 551, of the Texas Government Code.

Page

1. **Call to Order Public Hearing. Welcome Citizens and Visitors.**
2. **Pledge of Allegiance and Invocation.**
3. **Public Hearing regarding Annexation of old Allsup's property located in Section 13, Block Y-2.**
4. **Adjourn Public Hearing.**
5. **Call to Order Regular Session.**
6. **Discussion and possible action regarding [Resolution 2022-6](#)  Canvassing of Special Election of May 7, 2022.**
7. **Presentation of Certificates of Election and Statement of Oath of Office.**
8. **Discussion and possible action regarding appointment of Mayor position.**
9. **Discussion and possible action regarding election of Mayor Pro Tem.**
10. **Open Forum - Comments/Concerns from Citizens.**

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Individual citizen comments are normally limited to five (5) minutes (time limits can be adjusted by the Mayor). The purpose of this item is to allow citizens an opportunity to address the City Council regarding any topic not on the agenda. By State law, the City Council is not allowed to respond to comments and questions asked of them by an open forum speaker. Any response by a member of the City Council must be limited to referring the matter to staff, a statement of specific factual information/ recitation of existing policy, or a proposal to place the subject on a future agenda for a future City Council meeting.

11. Consent Items:

This section shall provide for items that require action by the council, but where little or no discussion is anticipated. By a single motion, second and affirmative majority vote, items under this section are approved without further discussion or action. Any council member desiring more discussion on an item may request an item be withdrawn for separate discussion and action.

Consent Action

- 11.1. Approve minutes of the following meeting: 04/19/2022

12. City Staff & Affiliated Entities Reports

[E.D.C. Report](#)  - President Kim Lindley and/or Director Suzanne Bellsnyder 6

- Financial Report
- Business Activities
- EDC Committees




[\(1a\) Secretary Report - 05-17-2022.pdf](#)  - Christina Athey 7

- Financial Updates (Budget reports, Bank, Fund Balance, Debt Service, etc.)

[City Manager Report](#)  - Drew Brassfield 8 - 9

- Updates on Activities within City Departments
- Updates on On-going Projects

13. New business:

- 13.1. Presentation of FY 2020-2021 Audit by Doshier, Pickens & Francis, LLC.
- 13.2. Discussion and possible action regarding [Ordinance 596](#)  - 10 - 12
Annexing old Allsup's property located in Section 13, Block Y-2.
- 13.3. Discussion and possible action regarding [Ordinance 597](#)  - 13
Amending Code of Ordinances pertaining to water tapping rates.
- 13.4. Discussion and possible action regarding [interlocal agreement](#)  with the Panhandle Regional Planning 14 - 17

Commission for application development services pertaining to the Federal Lands Access Program grant opportunity.

- 14. Executive Session - The City Council will convene into closed session in accordance with the Texas Govt. Code, Subchapter D, Section 551.072 (deliberation regarding Real Property).**
- 15. Reconvene into Regular Session. Take action as necessary on any agenda item that was discussed in closed session.**
- 16. Mayoral/council member announcements.**
- 17. Future agenda items.**
- 18. Adjournment.**

Persons who plan to attend this public meeting and who may require auxiliary aid or services are requested contact Christina Athey, City Secretary at (806) 857-3143 within 48 business hours of the scheduled meeting date. Reasonable accommodations will be made to assist your needs.

The City Council may vote and/or act upon each of the items listed on this agenda.

This is to certify that I Christina Athey, City Secretary, posted this agenda on the front window of City Hall on the _____ day of _____ 2021 at _____ -- Posted in accordance with the Texas Government Code, Chapter 551.

By: _____
Christina Athey, City
Secretary

By: _____
Witness

Removed from posting:

Date: _____ Time: _____

RESOLUTION 2022-6

A RESOLUTION CANVASSING THE ELECTION RETURNS FOR THE SPECIAL ELECTION HELD ON MAY 7, 2022.

WHEREAS, on February 15, 2022, the Fritch City Council adopted Resolution 2022-1, ordering a General Election for the purpose of electing two (2) Aldermen and a Mayor for a two-year term and a Special Election for the purpose of reauthorizing the City of Fritch Crime Control and Prevention District sales and use tax at one-fourth of one percent (1/4%) and reauthorizing Local Sales and Use tax for repair and maintenance of municipal streets at one-fourth of one percent (1/4%).

WHEREAS, on April 15, 2022, notice of said election was published in the Fritch Eagle Press newspaper and on the official City of Fritch website.

WHEREAS, the following two individuals applied for places on the ballot as Aldermen: **Jim Story** and **Brian Rowe**.

WHEREAS, on March 22, 2022, the Fritch City Council cancelled the General Election and certified **Jim Story** and **Brian Rowe** as unopposed and duly elected to the office of Alderman.

WHEREAS, the ¼% sales and use tax for repair and maintenance of municipal streets and ¼% sales and use tax for the City of Fritch Crime Control and Prevention District must be reauthorized every four (4) and five (5) year, respectively.

WHEREAS, said election was held and Valois Bell, the Presiding Election Judge, tallied the votes cast during the early voting period and on election day for said election, and reported the following election returns to Fritch City Secretary, Christina Athey:

Reauthorizing City of Fritch Crime Control and Prevention District Sales and Use Tax at ¼%:

41 votes Yay
4 votes Nay

Reauthorizing Local Sales and Use tax for repair and maintenance of municipal streets:

42 votes Yay
3 votes Nay

WHEREAS, the City Secretary presented the aforesaid election returns to the City Council, along with the number of votes received by precinct for each candidate; the number of voters who cast a ballot in each precinct; and the total number of votes received in the election, and stated her opinion that said election returns and precinct tabulations were in order and recommended to the City Council that the election returns be officially accepted by the City Council.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF FRITCH, TEXAS, sitting as the canvassing board to canvass the May 7, 2022, special election in Fritch, Texas, to hereby officially accept the aforesaid election results and precinct tabulations and to authorize the issuance of Certificates of Election to the candidates who were unopposed.

BE IT FURTHER RESOLVED BY THE CITY COUNCIL OF FRITCH, TEXAS do hereby officially reauthorize the ¼% sales and use tax for the City of Fritch Crime Control and Prevention District and reauthorize the ¼% sales and use tax for repair and maintenance of municipal streets.

PASSED, APPROVED, AND ADOPTED on this, the 17th day of May 2022.

Mayor

ATTEST:

Christina Athey
City Secretary

FRITCH EDC April 2022 Report to City Council

Financial Report

April's Sales Tax Revenue for the EDC was \$3358.18. The value of the EDC's TexPool account was \$147,568.39 (after a \$30,000.00 transfer to checking account). The ANBank checking account balance was \$29,2535.71.

Committee Report

The board heard a report from the Business Attraction and Recruitment Committee. The EDC's consultant had attended the ICSC workshop with the High Ground of Texas and had spoken to some retail leads that might be interested in Fritch. Members of the committee were tasked with contacting these retail leads and reporting back to the committee.

Training and Conferences

The board held a new member training presented by Dwight Kirksey. He spoke about what an EDC is, how tax revenue can be used and the criteria an EDC has to meet for projects. He also spoke about quorums the Open Meetings Act.

The board heard about a free PRPC Training on May 17 in Amarillo. Several board members were interested in attending.

It is required of the EDC Administrator and either the City Administrator or City Clerk to attend the EDC Sales Tax Training every 2 years. The board voted to send Kim Lindley and Christina Athey to this training on September 16 in Dallas, Texas. Kim and Christina will also attend the Film Friendly Workshop in Plano, Texas on May 19-20.

Board Member Opening

The EDC has 1 opening for a board member. We are accepting applications to fill this vacancy.

Secretary Report

05/17/2022 – Council Meeting

- **Sales Tax Report** – For April 2022 there was an 4.15% increase in sales tax revenue compared to this period of 20-21 Fiscal Year. April was down 7.75% compared to March.
- **Utility Revenue Report** – The month of April showed an increase of 0.39% compared to this period of 20-21 Fiscal Year. April was up 13.64% compared to March.
- **Fund Balance Report** – Current Projected (CASH) Fund Balance for 20-21FY with refunding is \$1,653,272.98. Once John with Doshier, Pickens & Francis completes the 20-21FY audit I will update the Fund Balance report from projected to actual.
- **Budget Variance Report** – The current Budget Variance Reports have been provided for the Public Works, General, Debt Services and EDC funds as of 05/12/2022.
 - The last transfer from Public Works to the General Fund was in March. I am watching net change in fund balance for the General Fund closely and will transfer the budgeted monthly amount if necessary.
- **Accounts Payable** – All accounts are current as of 05/12/2022. Payables Issued Report has been included for the month of April 2022.
- **Payroll** – No updates or issues to report.
- **Bank Statements** – All 11 bank statements have been reconciled for month end 04/30/2022
 - Just a reminder for the Payroll Fund Reconciliation, this account has had a difference, meaning not balanced, since the first of the Fiscal Year. This is due to TML Health billing us a different amount than our Payroll generates. Their bill is different due to their delay in updating employee(s) termination of benefits. These amounts are refunded but were not allocated properly and will need to be adjusted. Please let me know if you have any further questions.
- **Election** – The election is complete and as you know from the canvass, our allocations of sales tax revenue for the Crime Control & Prevention District and street repair & maintenance passed and will continue for 5 and 4 years.
 - Looking ahead to next years election, Alderman Rob Hendrick, Alderman Tom Ray, Alderman Jeremy Rice, and our appointed Mayor will be up for re-election.

CITY MANAGER / COUNCIL MEETING REPORT

May 11, 2022



CITY COUNCIL

Richard Hein, Mayor
Billy Robbins, Mayor Pro Tem
Tom Ray, Alderman
Jim Story, Alderman
Jeremy Rice, Alderman
Rob Hedrick, Alderman

ADMINISTRATION

Drew Brassfield, City Manager
Christina Athey, City Secretary
Yadi Rodriguez, Municipal Judge

DEPARTMENT HEADS

Bobby Chapmon, Police Chief
Erica Cook, AC/Code
Brent Sheets, Public Works Director
Zeb Smith, Fire Chief

ADMINISTRATIVE STAFF

Trisha Burris, Court Clerk
Brittany Burgin, Utility Clerk
Holly Morris, Utility Clerk

CONTACT INFORMATION

City of Fritch
104 N. Robey
P.O. Box 758
Fritch, Texas 79036
806-857-3143 (O)
806-857-3229 (F)

Website:

www.fritchcityhall.com

May 2022 Council Meeting

Department Updates:

Court:

- Net gain of 5 cases. 19 new cases filed and 14 closed out.
- Collected \$4,039.33, retaining \$3,086.25 by the City.

Police:

- 240 calls in 29-day reporting period.
- Defender Supply reports that the Tahoe ordered back in the fall is nearing delivery.

Fire:

- April had a total of 25 calls: 2 in Potter Co., 1 in Moore Co., 21 in Hutchinson Co., and 1 in Carson Co.
- Currently scheduled to give a presentation to the 100 Club of the Texas Panhandle on June 13th and we have moved funds internally to hire Lexipol to write a FEMA grant application in furtherance of obtaining radios.

Public Works:

- Clay has been sourced for sewer retention pond. Brent working with engineers to obtain testing.
- Requests for quotes for chip sealing have been sent out and are anticipated to be in-hand by the end of business on May 20th.
- Training update.

Animal Control/Code:

- Animal shelter is currently above capacity, but by the time of the Council meeting, two dogs will go to foster homes and one will be adopted.
- Beginning to see food trucks coming back to town.

On-Going Projects:

- US Fish and Wildlife FINALLY responded to email requests. They acknowledged that the application is in the queue, that they process them in the order they are received, and that, as of 05/09/22, there are 90 applications in front of ours. They further stated that there is a backlog, and the delays may be longer than usual.
- The Hazard Mitigation Grant (4586) application for the backup generators remains in Step 5 of 22 in the workflow. Same grant application was also submitted to a slightly different funding opportunity (4485) with same terms on 04/29/22. TDEM reports that this is the slowest part of the entire grant process and that they hope to see some speed pick up in early summer.
- Purchased membership to the AirMedCare Network (Lifestar) for all City employees and volunteer fire fighters on May 4th. Will be looking to add the Council to this membership in the next budget year.

ORDINANCE NO. 596

AN ORDINANCE OF THE CITY OF FRITCH, TEXAS, ANNEXING THE TERRITORY DESCRIBED HEREIN TO THE CITY OF FRITCH, HUTCHINSON COUNTY, TEXAS, AND EXTENDING THE BOUNDARY LIMITS OF THE CITY OF FRITCH, TEXAS SO AS TO INCLUDE THE PROPERTY DESCRIBED IN THE ORDINANCE WITHIN THE CITY LIMITS, GRANTING TO ALL THE INHABITANTS OF SAID PROPERTY ALL THE RIGHTS AND PRIVILEGES OF OTHER CITIZENS AND BINDING SAID INHABITANTS BY ALL OF THE ACTS, ORDINANCES, RESOLUTIONS, AND REGULATIONS OF SAID CITY INCLUDING OBLIGATING EACH PROPERTY SITUATED THEREIN TO BEAR ITS PRO RATA SHARE OF TAXES LEVIED; ADOPTING A PLAN FOR MUNICIPAL SERVICES FOR THE ANNEXED PROPERTY; PROVIDING A SAVINGS CLAUSE; PROVIDING A REPEALER CLAUSE; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Fritch, Texas, is a Type A general law municipality and is authorized by state law to adopt and implement necessary and reasonable ordinances that is necessary for the government, interest, welfare, or good order of the municipality and that is in the best interests of its citizenry; and

WHEREAS, Section 43.0671 of the Local Government Code permits the City to annex an area if each owner of land in an area requests the annexation; and

WHEREAS, the owner of a certain tract of land situated in Hutchinson County, Texas, in the City's extraterritorial jurisdiction, such property being more particularly described in the Special Warranty Gift Deed, Located in Section 13, Block Y-2, G. B. & C. N. G. Ry. Co. Survey, Hutchinson County, Texas, as recorded in the Real Property Records of Hutchinson County, Texas such deed being set forth in Exhibit "A" attached and incorporated herein by reference ("Property") has filed a written request with the City for full-purpose annexation of the Property; and

WHEREAS, in accordance with Texas Local Government Code § 43.0672, the City and the owners have set out in a written agreement outlining the City services to be provided for the property on or after the effective date of annexation with such written agreement being attached to this ordinance; and

WHEREAS, the procedures of Texas Local Government Code Subchapter C-3 including conducting a public hearing, publishing notice of the public hearing have been duly followed with respect to the Property; and

WHEREAS, the City Council of the City of Fritch, finds the following ordinance annexing the Property described herein is beneficial for the public health, safety and general welfare of the citizens of Fritch and a proper exercise of its police power;

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

1. That the foregoing recitals outlined above are approved and incorporated herein as though set forth fully herein.

2. That the Property located adjacent to City of Fritch in the City's extraterritorial jurisdiction, such property being more particularly described in the Special Warranty Gift Deed, Located in Section 13, Block Y-2, G. B. & C. N. G. Ry. Co. Survey, Hutchinson County, Texas, is hereby added and annexed to the City of Fritch. Said Property shall hereafter be included within the boundary limits of the City of Fritch; and, the present boundary limits of such City are altered and amended so as to include the Property within the corporate limits of the City of Fritch and is more particularly described as set forth in Exhibit "A" attached hereto and incorporated herein by reference.

3. That Property described above now is a part of the City of Fritch for all purposes and the tracts or properties situated in the Property shall bear its pro rata part of the taxes levied by the City of Fritch and shall be entitled to the same rights and privileges, duties and responsibilities, including those established by the written agreement attached hereto as Exhibit "B" and incorporated herein by reference, as other similarly situated property within the corporate limits.

4. That the inhabitants residing within the confines of the Property shall be entitled to all the rights and privileges of all the citizens of Fritch. Such persons shall be bound by the ordinances, resolutions, and other regulations of the City of Fritch, unless exempted from the application of any such law.

5. That the official map of the City of Fritch is hereby amended by this annexation and such additional territory shall be shown on such map as being within the corporate limits of the municipality upon the next publication of said map and thereafter.

6. A written agreement outlining the City services to be provided for the Property on or after the effective date of annexation is hereby adopted and attached hereto as Exhibit "B".

7. This ordinance shall take effect immediately from and after its passage and publication as may be required by governing law.

8. If any provision, section, subsection, sentence, clause or the application of same to any person or set of circumstances for any reason is held to be unconstitutional, void or invalid or for any reason unenforceable, the validity of the remaining portions of this ordinance or the application thereby shall remain in effect, it being the intent of the City Council of the City of Fritch, Texas in adopting this ordinance, that no portion thereof or provision contained herein shall become inoperative or fail by any reasons of unconstitutionality of any other portion or provision.

9. The City Secretary of the City of Fritch is hereby authorized and directed to cause publication of the descriptive caption of this Ordinance as an alternative method provided by law.

Passed and approved this 17th day of May, 2022.

Mayor

ATTEST:

Christina Athey, City Secretary

CITY OF FRITCH, TEXAS

ORDINANCE NO. 597

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF FRITCH CHAPTER 13 UTILITIES SECTION 13.04.003 WATER TAPPING RATES.

ARTICLE 13.04 RATES AND CHARGES

Sec. 13.04.003 Water tapping rates

- (a) The tapping charges for connections to any city main or lateral water line shall be as follows:
- (1) For ¾-inch connections: \$799.00
 - (2) For 1-inch connections: \$995.00.
 - (3) For 2-inch connections: \$2,175.00
 - (4) For 3-in and above: Actual Cost
- (b) The above charges are for up to 20 feet for the connection. After 20 feet, the customer pays the cost.
- (c) City of Fritch Public Works Department, solely, is authorized to plug abandoned taps. Any person seeking a tap abandonment will be charged a fee regardless of size and said fee is due in advance of the work being performed, as follows:
- (1) For ¾ and 1-inch abandonments, \$300.00
 - (2) For 2-inch and above, \$600.00

Note: "Actual Cost" means all costs to the City, based on City's cost for materials, labor, and equipment."

(Ordinance 566, adopted 10/17/2017)

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF FRITCH, TEXAS ON THE _____ DAY OF _____, 2022.

Mayor

ATTEST:

City Secretary

INTERLOCAL COOPERATION CONTRACT
FOR APPLICATION DEVELOPMENT SERVICES
FEDERAL LANDS ACCESS PROGRAM

THE STATE OF TEXAS
COUNTY OF POTTER

§
§
§

AGREEMENT FOR SERVICES

WHEREAS, this Contract is made and entered into this the ____ day of _____, 2022 by and between the City of Fritch, acting by its duly authorized Mayor, after obtaining a resolution of its governing body authorizing this contract and the PANHANDLE REGIONAL PLANNING COMMISSION (PRPC), a political subdivision of the State of Texas organized under Chapter 391 of the Texas Local Government Code, acting by its duly authorized executive director.

WHEREAS, both parties to this Contract are local governments as defined in Chapter 791 of the Texas Government Code, and this Contract is entered into pursuant to the provisions of said Code which is commonly referred to as The Interlocal Cooperation Act.

WHEREAS, PRPC is agreeable to provide grant application preparation needed by the City of Fritch for the 2022 Federal Lands Access Program under the terms and conditions found in this contract.

NOW, THEREFORE PRPC agrees to provide the following described application development services to the City of Fritch, to-wit:

A. Application Development

1. Provide general advice and technical assistance to the City of Fritch on application development and regulatory matters.
2. Provide data collection and analysis regarding safety, planning connectivity, property ownership, and other associated topics.
3. Preparation and coordination of all required attachments including preparation of maps, typical sections, photographs, and other items.
4. Coordination of public involvement activities as required for the grant application.
5. Assist the City in application preparation and development meeting all grant application requirements.
6. Coordinate with project engineer to development and include required service area maps, project layouts, cost estimates and other documentation as required by the grant application process.
7. Final determination on the submission of an application under the 2022 Federal Lands Access Program will be at the City's discretion as noted in their resolution authorizing a local official to submit said application.

B. Compensation

In consideration of the services described in the foregoing paragraphs to be rendered by PRPC to the City, the City of Fritch agrees to make the following payment to PRPC:

1. Application Development Services: The PRPC will invoice the City of Fritch in a final lump sum based on hours of service accrued over the life of this Contract provided at the rate of \$65.00 per hour.

- a. A minimum of \$1,000 shall be charged for services accrued regarding application development services.
 - b. A ceiling of \$3,000 shall be charged for services accrued regarding application development services.
 - c. The minimum and ceiling may be modified by mutual action of the City of Fritch and PRPC Board of Directors as necessary.
2. Additional Services - Additional services may be arranged through the mutual consent and approval of the City of Fritch and the PRPC to provide services which are in addition to those detailed in Section A. Such services will be available at an hourly rate of \$65.00 or at an agreed upon lump-sum cost. In no case will the PRPC undertake additional services without the consent and approval of the City of Fritch.

It is expressly understood and agreed by the parties hereto that they are independent contractors; and that nothing contained herein should be construed as giving rise to a partnership or joint venture.

TERMS AND CONDITIONS

Modification/Amendment:

The City of Fritch and PRPC may, upon mutual agreement, modify or amend this contract. Modifications, including any increase or decrease in the amount of compensation or scope of services, will be incorporated into this contract and finalized through a signed, written amendment.

Assignability:

The City of Fritch and PRPC may assign interest in this Contract (whether by assignment or novation) with the written consent of the other.

Termination of Contract for Cause:

If, through any cause, PRPC shall fail to fulfill in a timely and proper manner its obligations under this Contract, or if PRPC shall violate any of the covenants, conditions, agreements, or stipulations of this Contract, the City shall thereupon have the right to terminate this Contract by giving written notice to PRPC of such termination and specifying the effective date thereof, at least five days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by PRPC under this Contract shall, at the option of the City, become its property and PRPC shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

Notwithstanding the above, PRPC shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of the Contract by PRPC, and the City may withhold any payments to PRPC for the purpose of set off until such time as the exact amount of damages due the City from PRPC is determined.

Termination for Convenience of the City:

The City may terminate this Contract at any time by giving at least ten (10) days notice in writing to PRPC. If the Contract is terminated by the City as provided herein, PRPC will be paid for the time provided and expenses incurred up to the termination date.

Termination for Convenience of PRPC:

PRPC may terminate this Contract at any time by giving at least ten (10) days notice in writing to the City. If the Contract is terminated by PRPC as provided herein, the City will be provided all

finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by PRPC under this Contract.

Waiver of Extra-contractual Liability

The PRPC shall not be held liable or responsible for the funding selection and project performance determinations by the Federal Highway Administration. It is the City's final responsibility to meet all The Federal Highway Administration application requirements and project administration requirements (contingent upon funding) associated with the program.

Severability

Should any one or more of the provisions of this agreement be held to be null, void, voidable, or for any reason whatsoever, of no force and effect, such provision(s) shall be construed as severable from the remainder of this agreement and shall not affect the validity of all other provisions of this agreement, which shall remain in full force and effect.

Interest of Members of a City:

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 the administration, construction, engineering or implementation of the Federal Lands Access Program award between the Federal Highway Administration and the City, shall have any personal financial interest, direct or indirect, in this Contract. PRPC shall take appropriate steps to assure compliance.

Interest of Other Local Public Officials:

No member of the governing body of the Grant Recipient and no other public official of such Grant Recipient, who exercises any functions or responsibilities in connection with the administration, construction, engineering or implementation of the Federal Lands Access Program award between The Federal Highway Administration and the City, shall have any personal financial interest, direct or indirect, in this Contract; and PRPC shall take appropriate steps to assure compliance.

Interest of PRPC and Employees:

PRPC covenants that it presently has no interest and shall not acquire interest, direct or indirect, with the Federal Lands Access Program award between The Federal Highway Administration and the City, or any other interest which would conflict in any manner or degree with the performance of his/her services hereunder. PRPC further covenants that in the performance of this Contract, no person having any such interest shall be employed.

EXECUTED this ____ day of _____, 2022

PANHANDLE REGIONAL PLANNING COMMISSION

By _____

Kyle Ingham, Executive Director

City of Fritch

By _____

Mayor