

REGULAR MEETING OF THE CITY OF ALVARADO CITY COUNCIL
104 W. COLLEGE
November 15, 2021
6:30 P.M.

AGENDA

The City Council of the City of Alvarado will meet in a Regular Called Session on Monday, November 15, 2021 at 6:30 p.m. in the Council Chambers at City Hall for the following agenda items.

CALL TO ORDER- Roll Call

INVOCATION

PLEDGE OF ALLEGIANCE

CITIZEN PARTICIPATION AND PUBLIC INPUT:

This is an opportunity for citizens to address the City Council on any matter. The presiding officer may ask for the citizen to hold his or her comment on an agenda item until that agenda item is reached. The City Council has no obligation to respond in any matter to comments or questions from the public. Any response from a member of the City Council to comments related to items not on the agenda is limited to a statement of specific factual information, a recitation of existing policy, or direction to staff to place the subject on the agenda for future City Council meeting.

CITY MANAGER'S REPORT:

CONSENT AGENDA:

- A. Minutes from the regular council meeting held on October 18, 2021.
- B. A Resolution by the City Council of the City of Alvarado, Texas, affirming the casting of votes in the 2022-2023 election of the Board of Directors for the Central Appraisal District of Johnson County, Texas.
- C. An agreement with No. 1 Fire Safety Solutions, LLC and the City of Alvarado for fire alarm inspections and maintenance.
- D. Change of meeting dates in December, 2021 from the regular meeting date of December 20, 2021 to December 13, 2021 and January, 2022 from the regular meeting date of January 17, 2022 to January 10, 2022 due to holiday schedule.

NEW BUSINESS:

- 1. Presentation from Reach Council and Reach Across Johnson County, regarding programs and initiatives they offer to the citizens of Alvarado in a multitude of areas in support of youth and family services.

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2. Consideration and action regarding acceptance of the resignation of Tracy Melson as Councilmember, and consider appointing an individual to occupy the vacated Ward III councilmember position until the next regular election in May of 2022.
3. Consideration and action regarding updating the International Building and Fire Codes from the 2012 building codes to the 2021 code.
4. Consideration and action regarding an agreement with N & C Consulting to assist with the process needed to procure a wastewater treatment plant system.
5. Public Hearing and consideration and action regarding a request for a Specific Use Permit to allow an ice kiosk on property known as Lot 1R, Block 1, QT Addition, also known as 6940 Highway 67 E, Alvarado, Johnson County, Texas.
6. Public Hearing and consideration and action regarding a request for a rezoning of property known as Tract 1, Abstract No. 214, Tract 29A, J. Dixon Survey, Tract 1A and 2, Abstract No. 737, J. M. Ross Survey, Tract 3 and 161, Abstract No. 313, Ira Glaze Survey, also known as the corner of IH-35 W and Highway 67, City of Alvarado, Johnson County, Texas from an "A" (Agriculture) to a "PD" (Planned Development zoning district).
7. Consideration and action regarding an employee one time compensation adjustment.
8. Consideration and action the approval of a project for the expenditures of funds required for water and/or sewer utility infrastructure necessary to promote new or expanded business pursuant to Local Government Code Section 505.151.

EXECUTIVE SESSION

Pursuant to the Texas Open Meetings Act, Chapter 551 of the Texas Government Code executive session may be held under one or more of Sections 551.071, 551.073, 551.074, 551-.76, 551.087, 413.183(f) and 418.106(d) & (e), either at the end of The Regular Session or at any time during the meeting on any item on the agenda if a need rises for the City Council to seek advice from the City Attorney or otherwise convene in closed session as permitted by such sections of the Open Meetings Act. The City Council may take action on any agenda item listed for executive session consideration upon reconvening in open session. Please refer to agenda for the items posted.

- a. §551.071 Consultation with Attorney. The City Council may convene in Executive Session to conduct a private consultation with its Attorney on any legally posted agenda item, when the City Council seeks the advice of its Attorney about pending or contemplated litigation, a settlement offer, or on a matter in which the duty of the Attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with the provision of Chapter 551, including the following items:

1. Any posted item on the agenda
2. Employment Agreement for City Manager

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b. § Pursuant to Section 551.074 of the Open Meetings Act to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee, or to hear a complaint or charge against an officer or employee:

- a. Police Chief Update
- b. City Manager

9. Consider and approve an agreement with Paul DeBuff to serve as City Manager of the City of Alvarado; authorize the Mayor to negotiate an execute such agreement; and authorize the Mayor to terminate the Interim City Manager Employment agreement effective as of August 16, 2021 following execution of the new employment agreement.

10. Consideration and action regarding items discussed in Executive Session.

COUNCIL COMMENTS

Pursuant to LGC Section 551.0415, City Council Members may make a report about items of Community interest during a meeting of the governing body without having given notice of the report. Items of community interest include:

- * Expressions of thanks, congratulations, or condolence;
- * Information regarding holiday schedules;
- * An honorary or salutory recognition of a public official, public employee, or other citizen, except that a discussion regarding a change in the status of the person's public office of public employment is not an honorary or salutory recognition for purposes of this subdivision;
- * A reminder about an upcoming event organized or sponsored by the governing body;

Information regarding a social, ceremonial, or community event organized or sponsored by an entity other than the governing body that was attended or is scheduled to be attended by a member of the governing body or an official or employee of the municipality; and announcements involving an imminent threat to the public health and safety of people in the municipality that has arisen after the posting of the agenda.

11. Adjourn.

ACCESSIBILITY STATEMENT

The Alvarado City Hall and Council Chamber are wheelchair accessible. The exit and parking ramps are located in the front of the building. Persons with disabilities who plan to attend this meeting and who may need auxiliary aids or services such as interpreters for persons who are deaf or hearing impaired, readers, or large print, are requested to contact the City Secretary's Office at 817-790-3351, FAX: 817-783-7925, e-mail:. Please call at least two (2) working days prior to the meeting so that appropriate arrangements can be made.

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NON-DISCRIMINATION STATEMENT

The City of Alvarado does not discriminate on the basis of race, color, national origin, sex, religion, or disability in the employment or the provision of services. I, the undersigned authority do hereby certify that the above Agenda was posted on the bulletin board in the City Hall of the City of Alvarado, Texas, a place convenient and readily accessible to the general public at all times and said Agenda was posted on November 12, 2021 at 4:30 p.m. and remained so posted continuously for at least 72 hours preceding the scheduled time of said meeting.


Debbie Thomas, TRMC
City Secretary

CITY OF ALVARADO

County of Johnson

State of Texas

October 18, 2021

MINUTES

The City Council of the City of Alvarado met in Regular Called Session on Monday, October 18, 2021, at 6:30 p.m. The following were present for roll call:

Jacob Wheat	*	Mayor
Lydia Moon	*	Mayor Pro Tem
Cherry Bryant	*	Councilperson
Tracy Melson	*	Councilperson
Kevin Thomas	*	Councilperson
Beverly Short	*	Councilperson

Absent: * Michael Bennett

Others Present:

Paul DeBuff	*	Interim City Manager
Debbie Thomas	*	City Secretary
Ashley Dierker	*	City Attorney
Michael Dwigins	*	Public Works Director
Tony Sims	*	Lieutenant
Richard Van Winkle	*	Fire Chief

INVOCATION

Mayor Jacob Wheat called this regular meeting to order at 6:34 P.M. and gave the invocation.

PLEDGE OF ALLEGIANCE

PUBLIC COMMENTS

Jameye Jones stated that there would be three events in the month of October –

October 23, 2021 – Quarter Auction from 1-3 to benefit St. Anthony's church

October 30, 2021 - AYSA Fall Festival at Johnson County Pioneers and Old Settlers from 6 -9 pm

October 30, 2021 – APEC Trunk or Treat at the Intermediate School from 6 to 9 p.m.

Rebecca Sims addressed Tracy Melson asking for her immediate resignation from the council.

Rebecca Williams addressed the council in referent to leasing the Fort Worth Surveying Building at 107 E. College.

EXECUTIVE SESSION

Mayor Jacob Wheat then adjourned into Executive Session at 6:42 p.m.

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He then reconvened the regular meeting at 7:00 p.m.

CITY MANAGER REPORT

Paul DeBuff, Interim City Manager stated the quarter auction for the Animal Shelter brought in around \$860.00.

The library will have a paint class on October 24, 2021 from 4 to 6 p.m.

CONSENT AGENDA

Motion was made by Councilperson Cherry Bryant, duly seconded by Councilperson Beverly Short, to approve the consent agenda as presented. This motion supported five votes in approval and zero votes opposed. Motion carried.

CONSIDERATION AND ACTION REGARDING AN AMENDED AND RESTATED DEVELOPMENT AGREEMENT WITH ALVARADO 429 PARTNERS, LLC AND GRBK EDGEWOOD LLC.

After discussion, motion was made by Mayor Pro Tem Lydia Moon, duly seconded by Councilperson Cherry Bryant to approve the development agreement as presented. This motion supported five votes in approval and zero opposed. Motion passed.

PUBLIC HEARING REGARDING CREATION OF A PUBLIC IMPROVEMENT DISTRICT.

Mayor Jacob Wheat asked for any discussion from the audience for this item. There were no questions. He then closed this public hearing at 7:10 p.m.

CONSIDERATION AND ACTION REGARDING A RESOLUTION REGARDING THE CREATION OF A PUBLIC IMPROVEMENT DISTRICT AND ORDERING PUBLIC IMPROVEMENTS TO BE MADE FOR THE BENEFIT OF SUCH DISTRICT AND CONTAINING OTHER MATTERS RELATING TO THE SUBJECT.

Motion was made by Mayor Pro Tem Lydia Moon, duly seconded by Councilperson Kevin Thomas, to approve the resolution as presented. This motion supported five votes in approval and zero votes opposed. Motion carried.

CONSIDERATION AND ACTION REGARDING AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND EXECUTE A SEARCH AGREEMENT FOR THE POLICE CHIEF.

Motion was made by Mayor Pro Tem Lydia Moon, duly seconded by Councilperson Beverly Short to authorize the City Manager to negotiate and execute an agreement with SGR for a Police Chief search and not to exceed \$25,000.00. This motion supported five votes in approval and zero votes opposed. Motion carried.

CONSIDERATION AND ACTION REGARDING AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND EXECUTE A LEASE AGREEMENT FOR THE FORT WORTH SURVEYING BUILDING.

After discussion, motion was made by Mayor Pro Tem Lydia Moon, duly seconded by Councilperson Tracy Melson to authorize the City Manager to negotiate and execute a lease agreement for the Fort Worth Surveying Building. This motion supported five votes in approval and zero votes opposed. Motion carried.

CONSIDERATION AND ACTION REGARDING AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND EXECUTE AN AGREEMENT FOR TEMPORARY AUDIT SERVICES ASSISTANCE.

City Manager Paul DeBuff addressed the council in reference to helping the Finance Officer since the 2021 audit will be starting. He stated that when she was doing the audit the day to day tasks were put on hold. After discussion, motion was made by Mayor Pro Tem Lydia Moon, duly seconded by Councilperson Beverly Short to authorize the City Manager to negotiate and execute an agreement for temporary audit services as presented. This motion supported five votes in approval and zero votes opposed. Motion carried.

CONSIDERATION AND ACTION TO AUTHORIZE THE CITY MANAGER TO NEGOTIATE AND EXECUTE AN AGREEMENT WITH FREESE AND NICHOLS, INC. TO CREATE AN APPLICATION FOR AN INCREASE IN THE DISCHARGE FLOW IN ITS TPDES PERMIT.

After discussion, motion was made by Councilperson Beverly Short, duly seconded by Councilperson Cherry Bryant, to authorize the City Manager to execute an agreement with Freese and Nichols Inc. to create an application for an increase in the discharge flow in its TPDES permit. This motion supported five votes in approval and zero votes opposed. Motion carried.

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COUNCIL COMMENTS

There were no council comments at this meeting.

ADJOURNMENT

Mayor Jacob Wheat then adjourned this special called meeting at 7:33 p.m.

Passed and approved this the _____ day of _____, 2021.

Mayor Jacob Wheat

Debbie Thomas, TRMC, City Secretary

CENTRAL APPRAISAL DISTRICT
OF JOHNSON COUNTY



109 N Main St
Cleburne TX 76033
Metro (817) 648-3000
Fax (817) 645-3105
www.johnsoncad.com

Board of Directors
Byron Black – Chairman
Toby Ford – Vice Chairman
Don Beeson – Secretary
Larry Woolley
Albert Archer, Sr.
Scott Porter – Tax Assessor/Collector

October 21, 2021

Executive Director/Chief Appraiser
Jim Hudspeth, RPA, RTA, CTA, CSTA, CCA

Mr. Jacob Wheat, Mayor
City of Alvarado
104 West College
Alvarado, Texas 76009

Dear Mayor Wheat:

Enclosed is your OFFICIAL BALLOT for election of the Central Appraisal District Board of Directors for 2022-2023. The City of Alvarado is entitled to a total of 45 votes. You may cast all votes for one candidate or divide them up for two or more.

Your governing body should determine its vote by resolution. Please record the number of votes for the candidate(s) chosen on this OFFICIAL BALLOT, and return it to me along with a copy of your resolution before December 15, 2021.

Legislation prohibits ballots received after this date from being counted in the election. Please place the resolution on your agenda during November and ensure your ballot is in our office before December 15, 2021.

A copy of this letter is being sent to your city manager, along with a copy of the ballot; however, only you have the OFFICIAL BALLOT.

I cannot stress enough that the Property Tax Code requires timeliness in this matter. Please call me anytime I can be of help to you.

Respectfully,

Jim Hudspeth, RPA, RTA, CTA, CSTA, CCA
Executive Director/Chief Appraiser

JH/jw

Enclosures

cc: Mr. Paul DeBuff, City Manager

RESOLUTION NO. _____

RESOLUTION BY THE CITY OF _____, TEXAS, AFFIRMING
THE CASTING OF VOTES IN THE 2022-2023 ELECTION OF THE BOARD OF
DIRECTORS FOR THE CENTRAL APPRAISAL DISTRICT OF JOHNSON
COUNTY, TEXAS.

This is to affirm that the City Council of the City of _____, did on
this the _____ day of _____, 2021, cast votes as indicated below for
the candidate(s) in the election for the 2022-2023 Board of Directors of the Central
Appraisal District of Johnson County, Texas, in a regular meeting of the City Council.

Number of Votes

Candidate

RESOLVED AND ENTERED this the _____ day of _____, 2021.

MAYOR

ATTEST:

CITY SECRETARY

**CENTRAL APPRAISAL DISTRICT OF JOHNSON COUNTY
109 N. MAIN
CLEBURNE, TEXAS 76033**

ELECTION OF BOARD OF DIRECTORS FOR 2022-2023

OFFICIAL BALLOT

VOTES

CANDIDATES

Don Beeson

Byron Black

Vance Castles

Toby Ford

Jeannie Prazak

Alicia Rosales

Brenda Webb

No. 1 Fire Safety Solutions LLC

P.O. Box 1897, Lake Dallas, TX 75065
940.566.6707

This agreement (this "Agreement") is made as of this day _____, by and between **No. 1 Fire Safety Solutions LLC** ("Company"), and **City of Alvarado – Public Works Building** ("Customer"), for the property located **600 S. Parkway, Alvarado, TX 76009**

EQUIPMENT AND SERVICES

☐ The goods and services provided by Company to Customer are detailed in the attached Schedule A which is made part of this Agreement for all purposes and is so acknowledged by Company and Customer.

☒ This Agreement is for maintenance, inspection, and/or repair services and no separate schedules are attached.

PAYMENT

Unless otherwise provided for in the appropriate attached schedule, Company and Customer agree that payment for goods sold and delivered and services rendered under this Agreement will be made as follows:

Equipment.....	\$ _____
Sales Tax	\$ _____
Total	\$ _____
Advance Deposit	\$ _____
Balance due on completion	\$ _____
Central Station Monitoring.....	\$ 330.00/annually
Technician service call rate	\$ 75.00/hr.
Minimum Service Trip Charge	\$ 150.00
Annual Fire Alarm Inspection Fee	\$ 275.00

Initial preferred monitoring billing cycle: Monthly ☐ Quarterly ☐ Semi Annually ☐ Annually ☐

TERM

Company and Customer agree that the initial term of this Agreement will be twelve (12) months and will, upon expiration of the initial term, automatically and perpetually renew for additional twelve (12) month terms unless one party gives notice of cancellation in writing to the other party no later than thirty (30) days before the expiration of the initial or any subsequent term. The central station monitoring monthly charge is based, in part, on the expectation that the Customer will use and pay for the services for the full initial term, and renewal without increase in the charge is based on a similar expectation for the renewed term. Accordingly, if the Customer cancels the central station monitoring prior to the end of the initial or renewed term, the remainder of the payments for the term shall become immediately due and payable without notice of acceleration.

RIGHT TO CANCEL

YOU, THE CUSTOMER, MAY CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION. IN THE EVENT CUSTOMER ELECTS TO CANCEL, ALL DEPOSITS OR OTHER MONEYS PAID TO Company UPON SIGNING OF THIS AGREEMENT SHALL BE REFUNDED TO CUSTOMER.

LICENSES Company is licensed by the Texas Department of Insurance State Fire Marshal's Office License # ACR-2486810.

CUSTOMER ACKNOWLEDGES THAT, PRIOR TO SIGNING THIS AGREEMENT, CUSTOMER HAS RECEIVED, READ, AND UNDERSTOOD A LEGIBLE, EXACT, AND COMPLETELY FILLED IN COPY OF THE AGREEMENT INCLUDING THE TERMS AND CONDITIONS ON THE REVERSE SIDE AND ALL ATTACHED SCHEDULES AND PARTICULARLY THE PARAGRAPHS PERTAINING TO LIMITATION OF LIABILITY AND THE AMOUNTS SET FORTH THEREIN.

Customer: **City of Alvarado – Public Works Building**

Company: **No. 1 Fire Safety Solutions LLC**

By: _____
Customers Name (Please print)

By: _____
Company Representative's Name (Please print)

By: _____ Date: _____
Customers Signature

By: _____ Date: _____
Company Representative's Signature

TERMS AND CONDITIONS

LIMITED WARRANTY

Company warrants the installation, maintenance, and service performed under this Agreement for a period of one (1) year. This warranty shall be void and Company shall not be responsible for any defects if the goods or services of Company hereunder shall have been modified by persons other than Company. The warranty of any third party manufacturer shall be Customer's sole and exclusive warranty with respect to said third party goods. THIS AGREEMENT CONTAINS NO OTHER WARRANTIES AND CUSTOMER HAS RELIED ON NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR WARRANTY OF FITNESS FOR A PARTICULAR USE OR PURPOSE. Company DOES NOT WARRANT OR REPRESENT THAT ANY ALARM SYSTEM OR DEVICE Company INSTALLS OR SELLS MAY NOT BE COMPROMISED OR CIRCUMVENTED, OR THAT THOSE SYSTEMS OR DEVICES WILL IN ALL CASES PROVIDE THE PROTECTION FOR WHICH THEY ARE INSTALLED OR SOLD.

COMPANY IS NOT AN INSURER

Customer and Company agree that Company IS NOT AN INSURER and insurance, if any, will be obtained by the Customer. Accordingly, Company and Customer agree that any payments under this Agreement are based solely on the value of the goods and services described in this Agreement and are unrelated to the value of Customer's property or the value of property of third parties that may be located on Customer's premises. It is not the intention of Company or Customer that Company assume responsibility for any loss occasioned by malfeasance or misfeasance in Company's performance under this Agreement or for any loss or damage sustained through burglary, theft, robbery, or fire, or for any other cause of liability on the part of Company by virtue of this Agreement or because of the relationship hereby established. Company and Customer agree that Company cannot foresee the consequences of Company's failure to perform under this Agreement and it is thereby agreed that there is no way of knowing the value of the property Customer is intending to protect by the purchase of goods and services under this Agreement.

LIMITATION OF LIABILITY

Company and Customer agree that if Company fails to perform its obligations under this Agreement or is found liable under any theory of negligence, strict liability, breach of warranty, breach of contract, or otherwise, Customer understands and agrees that Company's liability to Customer and all other persons is limited to a total recovery of not more than the total amount of any fees for alarm system monitoring actually paid to Company by Customer during the twelve month period preceding the act or omission for which Customer or other persons may make a claim against Company, or the sum of five hundred dollars (\$500.00), whichever is less. Such sum is fixed as liquidated damages and not as a penalty and shall be complete and exclusive as a remedy hereunder. IN NO EVENT, WHETHER AS A RESULT OF BREACH OF CONTRACT, WARRANTY, OR TORT (INCLUDING ALLEGED NEGLIGENCE OR STRICT LIABILITY), SHALL COMPANY BE LIABLE FOR INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS OR REVENUE. FURTHER, COMPANY SHALL NOT BE RESPONSIBLE OR LIABLE FOR ANY GOODS, WORKMANSHIP OR SERVICES PROVIDED BY ANY THIRD PARTY MANUFACTURERS.

ERROR OR OMISSION

Error or omission in the installation of any alarm system or any other installation or maintenance performed under this Agreement shall be called to the attention of Company in writing within thirty (30) days after completion of such installation or service. Upon the expiration of the 30-day period, Customer is deemed to have accepted that such installation or maintenance was performed as agreed.

DEFECTS

Customer must immediately notify Company of any defect or failure in the operation or functioning of any system or devices sold under this Agreement. During the warranty period, Company will at Customer's request perform, as promptly as reasonably practicable, all necessary repair or replacement of the system or devices, occasioned by defects in materials or workmanship. Such repair will be made at Company's expense and will be made during the hours of 8:00 A.M. to 5:00 P.M., Monday through Friday, excluding holidays. If Customer requests such repair to be made at any other time, Company may charge its normal overtime and holiday service and labor fees for such repair.

RISK OF LOSS

Customer shall bear the risk of loss occasioned by fire, theft, other destruction, or unexplained disappearance of any material or devices sold hereunder that has been installed in or delivered to Customer's premises.

INDEMNIFICATION

CUSTOMER AGREES TO INDEMNIFY AND HOLD COMPANY HARMLESS AGAINST AND PAY ANY AND ALL LOSSES, CLAIMS, DEMANDS, DAMAGES OF WHATSOEVER NATURE AND KIND ARISING OUT OF, OR RESULTING FROM, THE PERFORMANCE OF THIS AGREEMENT BY COMPANY.

SUBROGATION

Customer hereby releases, discharges and agrees to hold Company harmless from any and all claims, liabilities, damages, losses or expenses arising from causes by any hazard covered by insurance in or on the premise whether said claim is made by Customer. Customer's agents or insurance company or by any other parties claiming under or through Customer. Customer agrees to indemnify Company against, defend and hold Company harmless from any claims for subrogation which may be brought against Company by any insurer or insurance company or its agents or assigns, including the payment of all damages, costs, and attorney fees.

CONNECTIONS

Unless otherwise specified, Customer will be connected by signal circuits using existing telephone lines, cellular telephone circuits and/or internet TCI/PP or VoIP to a Central Monitoring Station. Conditions and availability of telephone lines, cellular telephone circuits and/or internet connections, if applicable, are wholly beyond the control and jurisdiction of Company in that they are maintained and serviced by the applicable utilities or service providers, not by Company, and Company disclaims responsibility for the condition of such transmission lines, circuits, antennas, satellites and equipment, and any disruption of service, including without limitation disruptions due to computer viruses or other causes, even if resulting from the sole, joint or concurrent negligence of Company. If any equipment is to be connected to a Central Monitoring Station by radio or cellular service, Customer acknowledges that radio or cellular transmission can be adversely affected by atmospheric conditions and the condition of the transmitter and antennas for which Company disclaims responsibility. No refund or credit will be made for periods where communications systems are not functioning. Customer has the sole responsibility to weekly test 3rd regularly service Customer's alarm system.

EXCESSIVE FALSE ALARMS

In the event that Customer shall cause an excessive number of false alarms through the carelessness of Customer or Customer's agents, employees, guests, or family members, or through the malicious or accidental use of the alarm system, or from equipment malfunction or failure, Company may, at its option, declare a material breach of this Agreement and terminate or suspend the monitoring of Customer's alarm system. Customer acknowledges that Customer is responsible for any false alarm charge assessed Customer by a municipality or other governmental body or entity. Customer further acknowledges and agrees that it will reimburse Company for any and all charges incurred by Company in connection with dispatching private security or other private response personnel for alarm verification purposes.

DELAYS, INTERRUPTIONS, SUSPENSIONS, CANCELLATION

Customer agrees that Company bears no liability for, or as a consequence of, delay, for any reason, in the installation of a system or devices, or devices added to an existing system. Customer agrees that Company bears no liability for interruption of any services to be performed under this Agreement or for other damages to the goods and services provided hereunder occasioned by labor disputes of any nature, strikes, riots, floods, storms, earthquakes, fires, power failure, insurrection, interruption of telephone service, acts of God, or any other cause beyond the control of Company. This Agreement, insofar as it provides for monitoring or maintenance services, may be suspended or canceled, with or without notice and without liability or penalty, at the option of Company, if Company's Central Station is destroyed by fire or catastrophe, or by other means, or is so substantially damaged that it is impractical to continue monitoring or maintenance services.

COMPANY'S ACCESS

Customer will allow Company access to all devices and equipment to which Company retains title at all reasonable times for inspections and other purposes contemplated by this Agreement. This paragraph specifically applies, but is not limited, to radio frequency-transmission devices and devices that cause an alarm signal to be transmitted to Company's Central Station. Keys to the premises may be given to Company by the Customer and Company shall exercise diligent control over the storage of such keys. Company is authorized to use such keys to gain access to protected premises when there is a transmission problem and the Customer or his authorized representative is not available.

TITLE

Ownership and title to all materials and devices shall pass to Customer at the time that acceptance is acknowledged by Customer in writing and all moneys due, other than subsequent period payments for maintenance or monitoring services, have been paid and collected. Customer agrees that Customer will not mortgage or otherwise encumber any part of a system or any device to which Company retains title or ownership. Notwithstanding anything herein to the contrary, and pursuant to Federal Communications Commission regulations, title and ownership of all radio frequency transmitting devices that have a power output of two (2) watts or greater shall remain the property of Company.

AUTHORIZATION TO INSTALL

Customer authorizes Company to install or cause to be installed, the system and devices as specified herein, including electrical connections necessary for the transmission of necessary signals over telephone lines or otherwise. Customer authorizes Company to perform all acts necessary to accomplish such installation, including but not limited to, drilling or cutting into walls, ceilings, roofs and floors, provided that such work will be performed in a good and workmanlike manner.

MONITORING PROCEDURES

Customer agrees that upon receipt of an alarm signal at Company's Central Station, Company will follow its alarm response and emergency notification procedures detailed in writing currently maintained at Company's Central Station, a copy of which is provided to Customer upon installation and setup of alarm system monitoring. Customer understands that Company has no obligation to send its own personnel to Customer's location in response to an alarm signal and has no obligation to notify any agency other than the agency or a contact Customer has named in writing in advance, if any. Company, in its sole discretion, may decline to contact emergency agencies if there is reasonable cause to believe an emergency condition does not exist.

ALARM PERMIT

Customer has the sole responsibility to obtain any required permits. Customer acknowledges that certain authorities have indicated that they will not respond to the report of an alarm at (i) a location which is un-permitted or at which location the alarm permit for the location has expired, or (ii) a location which has experienced excessive prior false alarms.

LINE SECURITY

Customer acknowledges that alarm transmissions may be disrupted by events or circumstances beyond the control of Company, such as environmental conditions or the intentional tampering with phone lines. The equipment and/or services provided herein do not provide telephone line security.

AUTHORIZED PERSONS

Customer shall provide to Company, in writing, a list of all persons who may authorize maintenance or other services and obligate Customer to pay for such maintenance or other services. Customer shall provide written notice of any changes in authorization. Company is under no obligation to notify others not on this authorized list. Customer agrees to test each device and the system installed in accordance with instructions provided by Company at least once monthly.

SUBCONTRACT

Company may, in its sole discretion, subcontract any or all of the work or services to be performed under this Agreement to a qualified individual or entity. Where required by law, such subcontractor shall be licensed to perform the work or services subcontracted. Any such subcontract shall not change or alter either party's rights or obligations under this Agreement.

PAYMENTS AND DELINQUENCIES

Any payments due under this Agreement shall become delinquent if such payment has not been made as of thirty (30) days after the date due. Such delinquent payments shall bear interest at the rate of one and one half percent (1-1/2%) per month until paid. If payment has not been made as of sixty (60) days after the date due, Company, at its option, may terminate this Agreement or accelerate the balance of the moneys due for the unexpired term of this Agreement and declare the entire amount presently due and payable. In the event that it shall become necessary for Company to institute legal proceedings to collect any moneys due under this Agreement, the prevailing party shall recover all filing fees, costs of court, and reasonable attorneys' fees from the non-prevailing party.

RIGHT TO ENTER PREMISES

Upon termination of this Agreement for any reason, Company shall have the right to enter Customer's premises for the purpose of removing any device or other material that Company has retained title and ownership. Such entry and removal shall be accomplished at reasonable time, with notice, without breach of the peace, and in a workmanlike manner.

ASSIGNMENT

Customer may not assign this Agreement unless Company consents in writing. In the event of assignment, Customer shall remain liable for performance under its terms. Company may assign its rights and obligations hereunder without the consent of Customer and in such event, this Agreement shall inure to the benefit of and be binding upon such successor or assign.

NOTICES

All notices under this Agreement are to be in writing and are to be sent by U.S. Mail, postage prepaid, addressed to the parties at the address set forth on the front hereof or to any other address provided by one to the other from time to time in writing.

INVALID PROVISIONS

Customer agrees that in the event that a court determines that any provision in this Agreement is invalid or null and void, such a determination shall not affect any other provision herein. All other provisions shall remain valid and enforceable.

ENTIRE AGREEMENT

CUSTOMER AND Company AGREE THAT THIS AGREEMENT AND ITS ATTACHED WRITTEN SCHEDULES, IF ANY, CONSTITUTE THE ENTIRE AGREEMENT BETWEEN THE PARTIES. CUSTOMER AND Company FURTHER AGREE THAT ANY FUTURE CHANGES AND MODIFICATIONS TO THIS AGREEMENT MUST BE IN WRITING AND SIGNED BY BOTH PARTIES. THIS WRITING AND ITS ATTACHED SCHEDULES, IF ANY, SUPERSEDE ALL PRIOR AGREEMENTS, ORAL AND WRITTEN. CUSTOMER AND Company AGREE THAT STATEMENTS RELATING TO THE SYSTEM AS A WHOLE, OR ANY PARTS, DEVICES, COMPONENTS, OR SERVICES PERFORMED IN CONNECTION WITH THIS AGREEMENT, MADE PRIOR TO THE EXECUTION OF THIS AGREEMENT ARE NOT WARRANTIES. IT IS UNDERSTOOD THAT SUCH STATEMENTS WERE NOT INTENDED TO, AND DO NOT, FORM A PART OF THIS AGREEMENT.

Initials: _____

No. 1 Fire Safety Solutions LLC

P.O. Box 1897, Lake Dallas, TX 75065
940.566.6707

This agreement (this "Agreement") is made as of this day _____, by and between **No. 1 Fire Safety Solutions LLC**
("Company"), and **City of Alvarado – Library** ("Customer"), for the property located **210 Baugh Street, Alvarado, TX 76009**

EQUIPMENT AND SERVICES

[] The goods and services provided by Company to Customer are detailed in the attached Schedule A which is made part of this Agreement for all purposes and is so acknowledged by Company and Customer.

[X] This Agreement is for maintenance, inspection, and/or repair services and no separate schedules are attached.

PAYMENT

Unless otherwise provided for in the appropriate attached schedule, Company and Customer agree that payment for goods sold and delivered and services rendered under this Agreement will be made as follows:

Equipment.....	\$ _____
Sales Tax	\$ _____
Total	\$ _____
Advance Deposit	\$ _____
Balance due on completion	\$ _____
Central Station Monitoring.....	\$ 330.00/annually
Technician service call rate	\$ 75.00/hr.
Minimum Service Trip Charge	\$ 150.00
Annual Fire Alarm Inspection Fee	\$ 275.00

Initial preferred monitoring billing cycle: Monthly ☐ Quarterly ☐ Semi Annually ☐ Annually ☐

TERM

Company and Customer agree that the initial term of this Agreement will be twelve (12) months and will, upon expiration of the initial term, automatically and perpetually renew for additional twelve (12) month terms unless one party gives notice of cancellation in writing to the other party no later than thirty (30) days before the expiration of the initial or any subsequent term. The central station monitoring monthly charge is based, in part, on the expectation that the Customer will use and pay for the services for the full initial term, and renewal without increase in the charge is based on a similar expectation for the renewed term. Accordingly, if the Customer cancels the central station monitoring prior to the end of the initial or renewed term, the remainder of the payments for the term shall become immediately due and payable without notice of acceleration.

RIGHT TO CANCEL

YOU, THE CUSTOMER, MAY CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION. IN THE EVENT CUSTOMER ELECTS TO CANCEL, ALL DEPOSITS OR OTHER MONEYS PAID TO Company UPON SIGNING OF THIS AGREEMENT SHALL BE REFUNDED TO CUSTOMER.

LICENSES Company is licensed by the Texas Department of Insurance State Fire Marshal's Office License # ACR-2486810.

CUSTOMER ACKNOWLEDGES THAT, PRIOR TO SIGNING THIS AGREEMENT, CUSTOMER HAS RECEIVED, READ, AND UNDERSTOOD A LEGIBLE, EXACT, AND COMPLETELY FILLED IN COPY OF THE AGREEMENT INCLUDING THE TERMS AND CONDITIONS ON THE REVERSE SIDE AND ALL ATTACHED SCHEDULES AND PARTICULARLY THE PARAGRAPHS PERTAINING TO LIMITATION OF LIABILITY AND THE AMOUNTS SET FORTH THEREIN.

Customer: **City of Alvarado – Library**

Company: **No. 1 Fire Safety Solutions LLC**

By: _____
Customers Name (Please print)

By: _____
Company Representative's Name (Please print)

By: _____ Date: _____
Customers Signature

By: _____ Date: _____
Company Representative's Signature

TERMS AND CONDITIONS

LIMITED WARRANTY

Company warrants the installation, maintenance, and service performed under this Agreement for a period of one (1) year. This warranty shall be void and Company shall not be responsible for any defects if the goods or services of Company hereunder shall have been modified by persons other than Company. The warranty of any third party manufacturer shall be Customer's sole and exclusive warranty with respect to said third party goods. THIS AGREEMENT CONTAINS NO OTHER WARRANTIES AND CUSTOMER HAS RELIED ON NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR WARRANTY OF FITNESS FOR A PARTICULAR USE OR PURPOSE. Company DOES NOT WARRANT OR REPRESENT THAT ANY ALARM SYSTEM OR DEVICE COMPANY INSTALLS OR SELLS MAY NOT BE COMPROMISED OR CIRCUMVENTED, OR THAT THOSE SYSTEMS OR DEVICES WILL IN ALL CASES PROVIDE THE PROTECTION FOR WHICH THEY ARE INSTALLED OR SOLD.

COMPANY IS NOT AN INSURER

Customer and Company agree that Company IS NOT AN INSURER and insurance, if any, will be obtained by the Customer. Accordingly, Company and Customer agree that any payments under this Agreement are based solely on the value of the goods and services described in this Agreement and are unrelated to the value of Customer's property or the value of property of third parties that may be located on Customer's premises. It is not the intention of Company or Customer that Company assume responsibility for any loss occasioned by malfeasance or misfeasance in Company's performance under this Agreement or for any loss or damage sustained through burglary, theft, robbery, or fire, or for any other cause of liability on the part of Company by virtue of this Agreement or because of the relationship hereby established. Company and Customer agree that Company cannot foresee the consequences of Company's failure to perform under this Agreement and it is thereby agreed that there is no way of knowing the value of the property Customer is intending to protect by the purchase of goods and services under this Agreement.

LIMITATION OF LIABILITY

Company and Customer agree that if Company fails to perform its obligations under this Agreement or is found liable under any theory of negligence, strict liability, breach of warranty, breach of contract, or otherwise, Customer understands and agrees that Company's liability to Customer and all other persons is limited to a total recovery of not more than the total amount of any fees for alarm system monitoring actually paid to Company by Customer during the twelve month period preceding the act or omission for which Customer or other persons may make a claim against Company, or the sum of five hundred dollars (\$500.00), whichever is less. Such sum is fixed as liquidated damages and not as a penalty and shall be complete and exclusive as a remedy hereunder. IN NO EVENT, WHETHER AS A RESULT OF BREACH OF CONTRACT, WARRANTY, OR TORT (INCLUDING ALLEGED NEGLIGENCE OR STRICT LIABILITY), SHALL COMPANY BE LIABLE FOR INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS OR REVENUE. FURTHER, Company SHALL NOT BE RESPONSIBLE OR LIABLE FOR ANY GOODS, WORKMANSHIP OR SERVICES PROVIDED BY ANY THIRD PARTY MANUFACTURERS.

ERROR OR OMISSION

Error or omission in the installation of any alarm system or any other installation or maintenance performed under this Agreement shall be called to the attention of Company in writing within thirty (30) days after completion of such installation or service. Upon the expiration of the 30-day period, Customer is deemed to have accepted that such installation or maintenance was performed as agreed.

DEFECTS

Customer must immediately notify Company of any defect or failure in the operation or functioning of any system or devices sold under this Agreement. During the warranty period, Company will at Customer's request perform, as promptly as reasonably practicable, all necessary repair or replacement of the system or devices, occasioned by defects in materials or workmanship. Such repair will be made at Company's expense and will be made during the hours of 8:00 A.M. to 5:00 P.M., Monday through Friday, excluding holidays. If Customer requests such repair to be made at any other time, Company may charge its normal overtime and holiday service and labor fees for such repair.

RISK OF LOSS

Customer shall bear the risk of loss occasioned by fire, theft, other destruction, or unexplained disappearance of any material or devices sold hereunder that has been installed in or delivered to Customer's premises.

INDEMNIFICATION

CUSTOMER AGREES TO INDEMNIFY AND HOLD COMPANY HARMLESS AGAINST AND PAY ANY AND ALL LOSSES, CLAIMS, DEMANDS, DAMAGES OF WHATSOEVER NATURE AND KIND ARISING OUT OF, OR RESULTING FROM, THE PERFORMANCE OF THIS AGREEMENT BY COMPANY.

SUBROGATION

Customer hereby releases, discharges and agrees to hold Company harmless from any and all claims, liabilities, damages, losses or expenses arising from causes by any hazard covered by insurance in or on the premise whether said claim is made by Customer, Customer's agents or insurance company or by any other parties claiming under or through Customer. Customer agrees to indemnify Company against, defend and hold Company harmless from any claims for subrogation which may be brought against Company by any insurer or insurance company or its agents or assigns, including the payment of all damages, costs, and attorney fees.

CONNECTIONS

Unless otherwise specified, Customer will be connected by signal circuits using existing telephone lines, cellular telephone circuits and/or internet TCP/IP or VoIP to a Central Monitoring Station. Conditions and availability of telephone lines, cellular telephone circuits and/or internet connections, if applicable, are wholly beyond the control and jurisdiction of Company in that they are maintained and serviced by the applicable utilities or service providers, not by Company, and Company disclaims responsibility for the condition of such transmission lines, circuits, antennas, satellites and equipment, and any disruption of service, including without limitation disruptions due to computer viruses or other causes, even if resulting from the sole, joint or concurrent negligence of Company. If any equipment is to be connected to a Central Monitoring Station by radio or cellular service, Customer acknowledges that radio or cellular transmission can be adversely affected by atmospheric conditions and the condition of the transmitter and antennas for which Company disclaims responsibility. No refund or credit will be made for periods where communications systems are not functioning. Customer has the sole responsibility to weekly test and regularly service Customer's alarm system.

EXCESSIVE FALSE ALARMS

In the event that Customer shall cause an excessive number of false alarms through the carelessness of Customer or Customer's agents, employees, guests, or family members, or through the malicious or accidental use of the alarm system, or from equipment malfunction or failure, Company may, at its option, declare a material breach of this Agreement and terminate or suspend the monitoring of Customer's alarm system. Customer acknowledges that Customer is responsible for any false alarm charge assessed Customer by a municipality or other governmental body or entity. Customer further acknowledges and agrees that it will reimburse Company for any and all charges incurred by Company in connection with dispatching private security or other private response personnel for alarm verification purposes.

DELAYS, INTERRUPTIONS, SUSPENSIONS, CANCELLATION

Customer agrees that Company bears no liability for, or as a consequence of, delay, for any reason, in the installation of a system or devices, or devices added to an existing system. Customer agrees that Company bears no liability for interruption of any services to be performed under this Agreement or for other damages to the goods and services provided hereunder occasioned by labor disputes of any nature, strikes, riots, floods, storms, earthquakes, fires, power failure, insurrection, interruption of telephone service, acts of God, or any other cause beyond the control of Company. This Agreement, insofar as it provides for monitoring or maintenance services, may be suspended or canceled, with or without notice and without liability or penalty, at the option of Company, if Company's Central Station is destroyed by fire or catastrophe, or by other means, or is so substantially damaged that it is impractical to continue monitoring or maintenance services.

COMPANY'S ACCESS

Customer will allow Company access to all devices and equipment to which Company retains title at all reasonable times for inspections and other purposes contemplated by this Agreement. This paragraph specifically applies, but is not limited, to radio frequency transmission devices and devices that cause an alarm signal to be transmitted to Company's Central Station. Keys to the premises may be given to Company by the Customer and Company shall exercise diligent control over the storage of such keys. Company is authorized to use such keys to gain access to protected premises when there is a transmission problem and the Customer or his authorized representative is not available.

TITLE

Ownership and title to all materials and devices shall pass to Customer at the time that acceptance is acknowledged by Customer in writing and all moneys due, other than subsequent period payments for maintenance or monitoring services, have been paid and collected. Customer agrees that Customer will not mortgage or otherwise encumber any part of a system or any device to which Company retains title or ownership. Notwithstanding anything herein to the contrary, and pursuant to Federal Communications Commission regulations, title and ownership of all radio frequency transmitting devices that have a power output of two (2) watts or greater shall remain the property of Company.

AUTHORIZATION TO INSTALL

Customer authorizes Company to install or cause to be installed, the system and devices as specified herein, including electrical connections necessary for the transmission of necessary signals over telephone lines or otherwise. Customer authorizes Company to perform all acts necessary to accomplish such installation, including but not limited to, drilling or cutting into walls, ceilings, roofs and floors, provided that such work will be performed in a good and workmanlike manner.

MONITORING PROCEDURES

Customer agrees that upon receipt of an alarm signal at Company's Central Station, Company will follow its alarm response and emergency notification procedures detailed in writing currently maintained at Company's Central Station, a copy of which is provided to Customer upon installation and setup of alarm system monitoring. Customer understands that Company has no obligation to send its own personnel to Customer's location in response to an alarm signal and has no obligation to notify any agency other than the agency or a contact Customer has named in writing in advance, if any. Company, in its sole discretion, may decline to contact emergency agencies if there is reasonable cause to believe an emergency condition does not exist.

ALARM PERMIT

Customer has the sole responsibility to obtain any required permits. Customer acknowledges that certain authorities have indicated that they will not respond to the report of an alarm at (i) a location which is un-permitted or at which location the alarm permit for the location has expired, or (ii) a location which has experienced excessive prior false alarms.

LINE SECURITY

Customer acknowledges that alarm transmissions may be disrupted by events or circumstances beyond the control of Company, such as environmental conditions or the intentional tampering with phone lines. The equipment and/or services provided herein do not provide telephone line security.

AUTHORIZED PERSONS

Customer shall provide to Company, in writing, a list of all persons who may authorize maintenance or other services and obligate Customer to pay for such maintenance or other services. Customer shall provide written notice of any changes in authorization. Company is under no obligation to notify others not on this authorized list. Customer agrees to test each device and the system installed in accordance with instructions provided by Company at least once monthly.

SUBCONTRACT

Company may, in its sole discretion, subcontract any or all of the work or services to be performed under this Agreement to a qualified individual or entity. Where required by law, such subcontractor shall be licensed to perform the work or services subcontracted. Any such subcontract shall not change or alter either party's rights or obligations under this Agreement.

PAYMENTS AND DELINQUENCIES

Any payments due under this Agreement shall become delinquent if such payment has not been made as of thirty (30) days after the date due. Such delinquent payments shall bear interest at the rate of one and one half percent (1-1/2%) per month until paid. If payment has not been made as of sixty (60) days after the date due, Company, at its option, may terminate this Agreement or accelerate the balance of the moneys due for the unexpired term of this Agreement and declare the entire amount presently due and payable. In the event that it shall become necessary for Company to institute legal proceedings to collect any moneys due under this Agreement, the prevailing party shall recover all filing fees, costs of court, and reasonable attorneys' fee from the non-prevailing party.

RIGHT TO ENTER PREMISES

Upon termination of this Agreement for any reason, Company shall have the right to enter Customer's premises for the purpose of removing any device or other material that Company has retained title and ownership. Such entry and removal shall be accomplished at reasonable time, with notice, without breach of the peace, and in a workmanlike manner.

ASSIGNMENT

Customer may not assign this Agreement unless Company consents in writing. In the event of assignment, Customer shall remain liable for performance under its terms. Company may assign its rights and obligations hereunder without the consent of Customer and, in such event, this Agreement shall inure to the benefit of and be binding upon such successor or assign.

NOTICES

All notices under this Agreement are to be in writing and are to be sent by U.S. Mail, postage prepaid, addressed to the parties at the address set forth on the front hereof or to any other address provided by one to the other from time to time in writing.

INVALID PROVISIONS

Customer agrees that in the event that a court determines that any provision in this Agreement is invalid or null and void, such a determination shall not affect any other provision herein. All other provisions shall remain valid and enforceable.

ENTIRE AGREEMENT

CUSTOMER AND COMPANY AGREE THAT THIS AGREEMENT AND ITS ATTACHED WRITTEN SCHEDULES, IF ANY, CONSTITUTE THE ENTIRE AGREEMENT BETWEEN THE PARTIES. CUSTOMER AND COMPANY FURTHER AGREE THAT ANY FUTURE CHANGES AND MODIFICATIONS TO THIS AGREEMENT MUST BE IN WRITING AND SIGNED BY BOTH PARTIES. THIS WRITING AND ITS ATTACHED SCHEDULES, IF ANY, SUPERSEDE ALL PRIOR AGREEMENTS, ORAL AND WRITTEN. CUSTOMER AND COMPANY AGREE THAT STATEMENTS RELATING TO THE SYSTEM AS A WHOLE OR ANY PARTS, DEVICES, COMPONENTS, OR SERVICES PERFORMED IN CONNECTION WITH THIS AGREEMENT, MADE PRIOR TO THE EXECUTION OF THIS AGREEMENT ARE NOT WARRANTIES. IT IS UNDERSTOOD THAT SUCH STATEMENTS WERE NOT INTENDED TO, AND DO NOT, FORM A PART OF THIS AGREEMENT.

Initials: _____

Carol Cooper, C.P.M., CPPO, CPSM
N&C Consulting
cacooper@tx.rr.com
214-202-5903

November 8, 2021

Mr. Paul DeBuff
City Manager
City of Alvarado, Texas

Subject: Wastewater Treatment Plant Construction Process

Mr. DeBuff,

As requested, this proposal is submitted to the City of Alvarado, Texas to assist with the processes needed to procure a wastewater treatment plant system.

This proposal serves as an engagement letter. Below is an outline of the scope as understood from our conversations.

Scope:

Aid as needed for the procurement of a wastewater treatment plant from concept through acceptance of the final project.

Project Responsibilities:

Carol Cooper will provide procurement information, suggestions and comments concerning;

- Solicitation and contract best practices
- State of Texas applicable procurement statute requirements
- Research, review any solicitation and/or contract documents
- Work with staff and consultants as directed by Mr. DeBuff

The City will:

Respond with information and documents as requested
Provide internal/external resources for project knowledge
Review and respond to draft documents when presented

Fee: Services will be provided on an hourly basis. Ms. Cooper will document time expended and provide with resulting invoices as requested. The above services and any related additional services outside this scope of services will be billed at **\$120.00** per hour in ½ hour increments. If travel is required, expenses will be bill per the IRS mileage rate.

Proposal fee is valid for 60 days.

Carol Cooper, C.P.M., CPPO, CPSM
N&C Consulting
cacooper@tx.rr.com
214-202-5903

Although an opinion may be offered about possible results regarding the subject matter of this agreement, I cannot guarantee/warranty any particular result. The City of Alvarado recognizes and accepts Ms. Cooper has made no representations or promises about the outcome and that any opinion offered will not constitute a guarantee and/or warranty regarding the successful implementation of the project.

Potential Future Related Services:

I am available to provide and other procurement related services. As your City grows there is the potential for a Purchasing Manual for the user departments. Procurement training is another potential area of need. These services may be proposed either by project or by the hour.

I am excited about this opportunity to provide procurement professional services to the City of Alvarado. I am willing to modify any services of this scope to better fit the needs of the City.

Acceptance of Proposal: By signing this agreement, the City of Alvarado agrees to the terms stated in the proposal.

_____ Date:

_____ Authorized City Signature

_____ Date:

_____ Carol Cooper, C.P.M., CPPO, CPSM

CITY OF ALVARADO

APPLICATION FOR A SPECIFIC USE PERMIT

DATE: 10/5/2021 CLERK: Dana FEE: 250⁰⁰ CASE NO: 2023-0004

NAME OF APPLICANT: John Pimentel PH: (817) 786-3192

MAILING ADDRESS: 1120 N Industrial Blvd, Euless TX 76039

APPLICANT IS THE: OWNER / LEASER / PURCHASER OF THE PROPERTY.

circle one

NAME OF OWNER: QT South, LLC PH: (817) 786-3192

MAILING ADDRESS: 1120 N Industrial Blvd, Euless TX 76039

STREET ADDRESS OF PROPERTY: 6940 E Hwy 67 ACREAGE: 6.45

LEGAL DESCRIPTION: LOT 1R BLK 1 QT 955 ADDITION

PRESENT ZONE OF PROPERTY: PD PRESENT USE: C-Store with fuel

REASON FOR NEEDING A SPECIFIC USE PERMIT: Installation of ice kiosk

USAGE OF ADJACENT PROPERTY NORTH: Retail

SOUTH: Retail

EAST: Retail

WEST: Highway

PLEASE ATTACH REQUIRED SITE PLAN FOR APPLICATION CONSIDERATION.

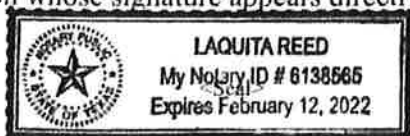
NOTE: If the property can be identified by the subdivision or addition please include that with the lot and block numbers as the legal description. You must also attach a copy of the appropriate portion of the subdivision or addition plat with the subject property clearly indicated on it. If property is not part of a subdivision or addition plat, give the complete metes and bounds description of the property and indicate the location of said property by identifying one or more adjacent tracts and/or rights-of-way or attach a surveyor's plat of the property.

APPLICANT'S SIGNATURE: *John Pimentel*

The undersigned hereby, on oath, states that he or she is the record owner of the property for which this application is made.

OWNER: *John Pimentel*

SWORN TO AND SUBSCRIBED before me this 5 day of October, 2021, by the person whose signature appears directly above.



Laquita Reed
Notary Public in and for The State of Texas.
My Commission expires 2/12/2022

Exhibit A - QT Ice Kiosk



ORDINANCE NO.

AN ORDINANCE OF THE CITY OF ALVARADO, TEXAS, AMENDING ZONING ON LOT 1R, BLOCK 1, Q955 ADDITION, ALSO KNOWN AS 6940 HIGHWAY 67 E, ALVARADO, JOHNSON COUNTY, TEXAS, BY AUTHORIZING THE ISSUANCE OF A SPECIFIC USE PERMIT TO ALLOW THE OPENING OF AN ICE KIOSK IN A C-2 (COMMERCIAL) ZONING DISTRICT; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY CLAUSE; PROVIDING FOR PUBLICATION IN THE OFFICIAL NEWSPAPER; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, notice of a hearing before the Planning and Zoning Commission was sent to real property owners within 200 feet of the property herein described at least 10 days before such hearing; and

WHEREAS, notice of a public hearing before the City Council was published in a newspaper of general circulation in Alvarado, Texas at least 15 days before such hearing; and

WHEREAS, public hearings to change the zoning on the property herein described were held before both the Planning and Zoning Commission and the City Council, and the Planning and Zoning Commission has heretofore made a recommendation concerning the zoning change; and

WHEREAS, The City Council is of the opinion that the zone change herein effectuated furthers the purpose of zoning as set forth in the Comprehensive Zoning Ordinance and is in the best interest of the citizens of the City of Alvarado; **NOW, THEREFORE**,

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ALVARADO, TEXAS:

SECTION 1. That the Comprehensive Zoning Ordinance and the Zoning Map of the City of Alvarado are hereby amended by changing the zoning on Lot 1R, Block 1, QT955 Addition, also known as the 6940 Highway 67 E, Alvarado, Johnson County, Texas, by authorizing the issuance of a Specific Use Permit to allow an Ice Kiosk in a "C-2;" (Commercial Zoning District).

SECTION 2. The use of the property described above shall be subject to the restrictions, terms and conditions and to all applicable regulations contained in the Comprehensive Zoning Ordinance, as amended, and all other applicable and pertinent ordinances of the City of Alvarado, Texas.

SECTION 3. This ordinance shall be cumulative of all provisions and ordinances of the Code of Ordinances of the City of Alvarado, Texas, as amended, except where the provisions of this ordinance are in direct conflict with the provisions of such

ordinances and such code, in which event the conflicting provisions of such ordinances and such Code are hereby repealed.

SECTION 4. It is hereby declared to be the intention of the City Council that the phrases, clauses, sentences, paragraphs and sections of this ordinance are severable, and if any phrase, clause, sentence, paragraph or section of this ordinance shall be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs and section of this ordinance, since the same would have been enacted by the City Council without the incorporation in this ordinance of any such unconstitutional phrase, clause, sentence, paragraph or section.

SECTION 5. Any person, firm or corporation who violates, disobeys, omits, neglects or refuses to comply with or who resists the enforcement of any of the provisions of this ordinance involving zoning, fire safety, or public health and sanitation shall be fined not more than Two Thousand Dollars (\$2,000.00). Each day that a violation is permitted to exist shall constitute a separate offense.

SECTION 6. The City Secretary of the City of Alvarado is hereby directed to publish the caption, penalty clause, publication clause and effective date clause of this ordinance one time in the official newspaper of the City, as authorized by Section 52.011 of the Local Government Code.

SECTION 7. This ordinance shall be in full force and effect from and after its passage and publication as required by law.

AND SO IT IS ORDAINED.

Passed on this the 15th day of November, 2021 by a vote of ___ ayes ____ nays.

ATTEST:

CITY OF ALVARADO

Debbie Thomas, City Secretary

By: _____
Jacob Wheat, Mayor

CITY OF ALVARADO

APPLICATION FOR ZONING CHANGES

DATE: _____ CLERK: _____ FEE: _____ CASE NO: _____

NAME OF APPLICANT: Shaw Development Group, LLC PH: () _____

MAILING ADDRESS: 6255 Woodland Dr, Dallas, TX 75225

APPLICANT IS THE: OWNER / LEASER OF THE PROPERTY.

NAME OF OWNER: Shaw Development PH: () _____

MAILING ADDRESS: _____

STREET ADDRESS OF PROPERTY: N/A Generally located at the SEC of I35 BR and Hwy 67 ACREAGE: 29.01

LEGAL DESCRIPTION: Tract 1: ABST 214 TR 29A J DIXON, Tract 2: ABST 737 TR 1A J M ROSS, Tract 3 ABST 313 TR 161 I GLAZE

PRESENT ZONE OF PROPERTY: Agricultural and Floodplain PRESENT USE: Undeveloped

REQUESTED ZONE: Planned development PROPOSED USE: Commercial and multifamily

REASON FOR CHANGE: To allow for a proposed mixed use commercial and multifamily development.

USAGE OF ADJACENT PROPERTY NORTH: Across Hwy 67: Commercial

SOUTH: Undeveloped, agricultural and floodplain

EAST: Undeveloped, agricultural

WEST: Across I-35BR: Commercial, agricultural, and undeveloped

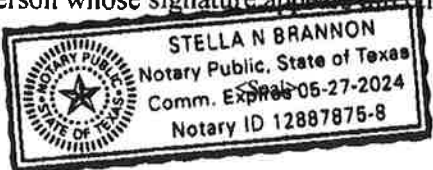
NOTE: If the property can be identified by the subdivision or addition please include that with the lot and block numbers as the legal description. You must also attach a copy of the appropriate portion of the subdivision or addition plat with the subject property clearly indicated on it. If property is not part of a subdivision or addition plat, give the complete metes and bounds description of the property and indicate the location of said property by identifying one or more adjacent tracts and/or rights-of-way or attach a surveyor's plat of the property.

APPLICANT'S SIGNATURE: [Signature]

The undersigned hereby, on oath, states that he or she is the record owner of the property for which this application is made.

OWNER: [Signature]

SWORN TO AND SUBSCRIBED before me this 16 day of August, 2021, by the person whose signature appears directly above.



[Signature]
Notary Public in and for The State of Texas
My Commission expires 05-27-2024

U.S. HIGHWAY 67

JULIA MC
CARTHY ZONING A

LAT THOMPSON ADDITION
EXISTING ZONING C-2

JOHN CAMPBELL
BOOTH ZONING A

SUBDISTRICT 1
(8.44 ACRES)

SUBDISTRICT 2
(20.55 ACRES)

N. PARKWAY DRIVE

DOG PARK

POOL AREA

ZONE A FLOODPLAIN

PROPOSED
SAVED VEGETATION
OR BUFFER WALL

PROPOSED
DISCONTINUED
GRANITE TRAIL

PROPOSED
BYPASS DRIVE

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Zoning Data Summary Table			
General Site Data	Subdistrict 1	Subdistrict 2	Total PD
Size (Acres)	8.44	20.55	29.01
Max Building Coverage (%)	None	65	
Max Building Height (FT)	45	60	
Max Residential Density (Units/Ac)	N/A	20	12
Min Front Yard (FT)	25	25	
Min Side Yard (FT)	0	25	
Min Rear Yard (FT)	0	25	

CONCEPT PLAN NOTES
 1. CONCEPT PLAN IS INTENDED TO SHOW GENERAL USE AND TO ESTABLISH
 SUBDISTRICTS, BOUNDARIES, BUILDINGS, PARKING, AND DRIVE TO BE IN
 ACCORDANCE WITH DETAILED SITE PLAN.
 2. ZONING SHALL FOLLOW ZONING ORDINANCE.
 3. PROPERTY IS INTENDED TO BE PLATTED.
 4. IN THE EVENT THAT THERE IS A DISCREPANCY BETWEEN THE CONCEPT PLAN
 AND THE DETAILED DEVELOPMENT STANDARDS, THE DEVELOPMENT
 STANDARDS SHALL GOVERN.

CONCEPT PLAN THE PARK ON HENDERSON APARTMENTS 29.01 ACRE PLANNED DEVELOPMENT



WESTFALL ENGINEERING
 1715 ARCADE PARKWAY
 STE 400-400, ALLEN, TX 75002
 PHONE NO. (214) 948-4007
 TOLL FREE 800-819-7071

PERMITTED USES

- (a) Subdistrict 1. The main uses and specific uses permitted for Subdistrict 1 are those uses permitted in the C-2 General Commercial District.
- (b) Subdistrict 2. The main uses and specific uses permitted for Subdistrict 2 are those uses permitted in the MF Multifamily Residential District. In addition, the following additional main uses are permitted by right for buildings noted as mixed use on the Concept Plan:

Arts, crafts store
Antique shop
Bakery and confectionary, retail sales
Bank, savings and loan, credit union
Bar, tavern, nightclub
Barbershop
Beauty shop
Brew Pub
Business service
Clinic, medical or dental
Discount, variety, or department store
Florist
Food store; grocery store
General merchandise store
Gymnastic or dance studio
Handcraft shop
Health club; gymnasium
Laundry and cleaning, commercial
Mobile food vendor
Office, professional or general administrative
Pet Shop
Pharmacy
Racquetball facilities
Restaurant or cafeteria, with drive-in or drive-through service
Studio (photographer, musician, artist)
Tanning salon
Washateria

DEVELOPMENT STANDARDS

- (a) Subdistrict 1.
- i. Except as provided in this section, the yard, lot, and space regulations for the C-2 General Commercial District apply.
 1. Minimum rear yard is 25 feet. Except within Subdistrict 1 or abutting Subdistrict 2, where the minimum front yard is 0 feet.
 - ii. Except as provided in this section, screening regulations for the C-2 General Commercial District apply. Windows are permitted above ten feet on building sides facing residential. Screening is not required, but permitted, along the boundary with Subdistrict 2.

- iii. Except as provided in this section, masonry requirements for the C-2 General Commercial District apply.

(b) Subdistrict 2.

- i. Except as provided in this section, the yard, lot, and space regulations for the MF Multifamily Residential District.
 - 1. Maximum height for buildings greater than one story is 60 feet.
 - 2. Maximum residential density shall be based on the area of the subdistrict as whole as shown on the Concept Plan.
 - 3. Minimum front yard is 25 feet. Except within Subdistrict 2 or abutting Subdistrict 1, where the minimum front yard is 0 feet.
 - 4. Minimum side yard is 25 feet. Except within Subdistrict 2 or abutting Subdistrict 1, where the minimum front yard is 0 feet.
 - 5. Minimum rear yard is 25 feet. Except within Subdistrict 2 or abutting Subdistrict 1, where the minimum front yard is 0 feet.
- ii. Except as provided in this section, general landscaping and screening provisions for the MF Multifamily Residential District apply. Screening is not required, but permitted, along the boundary with Subdistrict 1.
- iii. Except as provided in this section, refuse facilities requirements for the MF Multifamily Residential District apply.
 - 1. If a waste valet service is provided, only a single refuse facility is required.
 - 2. If a waste valet service is not provided, a minimum of three refuse areas will be required for the subdistrict.
- iv. Except as provided in this section, masonry requirements for the MF Multifamily Residential District apply.
- v. Except as provided in this section, usable open space requirements for the MF Multifamily Residential District apply.
 - 1. If parkland is dedicated in excess of what is required, this area may count as usable open space providing it is located in Subdistrict 1 or Subdistrict 2.
- vi. Except as provided in this section parkland dedication requirements apply.
 - 1. A minimum of 25% of the required parkland dedication shall be located outside of the 100-year floodplain.
 - 2. Natural topography is permitted to remain except where amenities are proposed which will be modified as appropriate to serve these areas.

Rezoning Request - Shaw Development



ORDINANCE NO.

AN ORDINANCE OF THE CITY OF ALVARADO, TEXAS, REZONING PROPERTY KNOWN AS TRACT 1. ABSTRACT NO. 214, TRACT 29A, J. DIXON SURVEY, TRACT 1A AND 2, ABSTRACT NO. 737, J. M. ROSS SURVEY, TRACT 3 AND 161, ABSTRACT NO. 313 IRA GLAZE SURVEY, ALVARADO, JOHNSON COUNTY TEXAS. FROM an "A" (AGRICULTURE) ZONING DISTRICT TO A "PD" (PLANNED DEVELOPMENT) ZONING DISTRICT; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR PUBLICATION IN THE OFFICIAL NEWSPAPER; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, notice of a hearing before the Planning and Zoning Commission was sent to real property owners within 200 feet of the property herein described at least 10 days before such hearing; and

WHEREAS, notice of a public hearing before the City Council was published in a newspaper of general circulation in Alvarado, Texas at least 15 days before such hearing; and

WHEREAS, public hearings to change the zoning on the property herein described were held before both the Planning and Zoning Commission and the City Council, and the Planning and Zoning Commission has heretofore made a recommendation concerning the zoning change; and

WHEREAS, The City Council is of the opinion that the zone change herein effectuated furthers the purpose of zoning as set forth in the Comprehensive Zoning Ordinance and is in the best interest of the citizens of the City of Alvarado; **NOW, THEREFORE,**

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ALVARADO, TEXAS:

SECTION 1. That the Comprehensive Zoning Ordinance and the Zoning Map of the City of Alvarado are hereby amended by rezoning property known as Tract 1, Abstract No. 214, Tract 29A, J. Dixon Survey, Tract 1A and 2, Abstract No. 737, J. M. Ros Survey, Tract 3 and 161, Abstract No. 313, Ira Glaze Survey, Alvarado, Johnson County, Texas. from an "A" (Agriculture) zoning district to a "PD" (Planned Development) zoning district.

SECTION 2. This ordinance shall be cumulative of all provisions and ordinances of the Code of Ordinances of the City of Alvarado, Texas, as amended, except where the provisions of this ordinance are in direct conflict with the provisions of such ordinances and such code, in which event the conflicting provisions of such ordinances and such Code are hereby repealed.

SECTION 3. It is hereby declared to be the intention of the City Council that the phrases, clauses, sentences, paragraphs and sections of this ordinance are severable, and if any phrase, clause, sentence, paragraph or section of this ordinance shall be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs and section of this ordinance, since the same would have been enacted by the City Council without the incorporation in this ordinance of any such unconstitutional phrase, clause, sentence, paragraph or section.

SECTION 4. Any person, firm or corporation who violates, disobeys, omits, neglects or refuses to comply with or who resists the enforcement of any of the provisions of this ordinance involving zoning, fire safety, or public health and sanitation shall be fined not more than Two Thousand Dollars (\$2,000.00). Each day that a violation is permitted to exist shall constitute a separate offense.

SECTION 5. The City Secretary of the City of Alvarado is hereby directed to publish the caption, penalty clause, publication clause and effective date clause of this ordinance one time in the official newspaper of the City, as authorized by Section 52.011 of the Local Government Code.

SECTION 6. This ordinance shall be in full force and effect from and after its passage and publication as required by law.

AND SO IT IS ORDAINED.

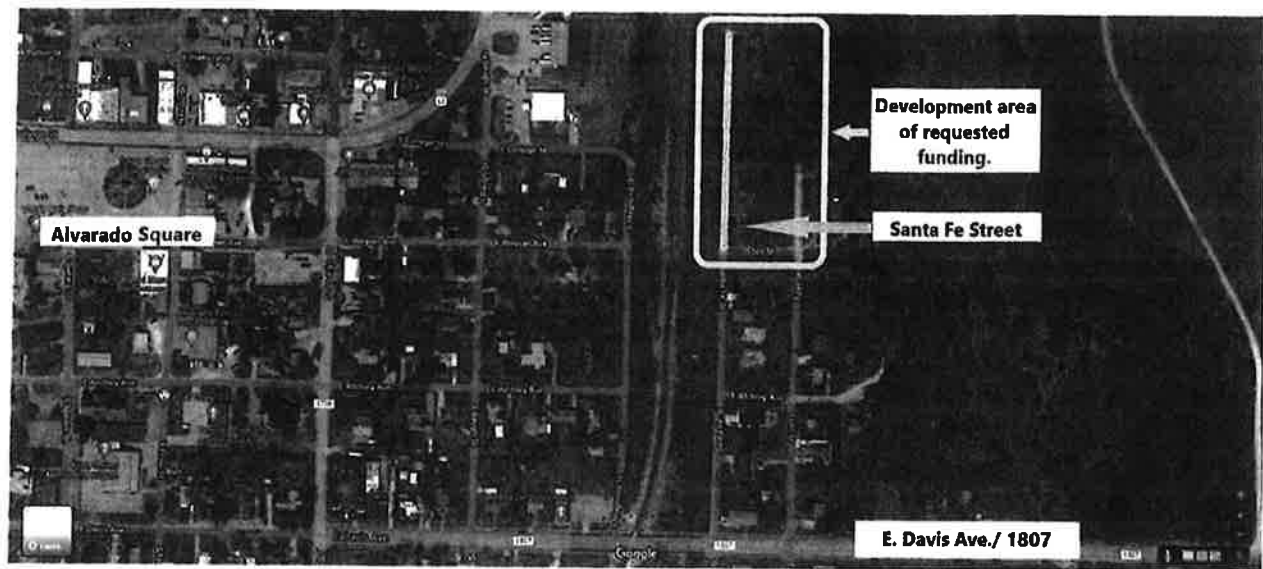
Passed on this the 15th day of November, 2021 by a vote of ____ ayes ____ naves.

ATTEST:

CITY OF ALVARADO

Debbie Thomas, City Secretary

By: _____
Jacob Wheat, Mayor





About ACFC Homes

ACFC Homes is a family owned business privileged to serve the Dallas/Ft Worth area as a custom home builder providing quality homes that will enhance the community.

Conrad Jackson (Owner) has been in the real estate industry since 2005 and also works as a real estate agent for REMAX Pinnacle Group REALTORS where his team was the #1 team in Tarrant County closing over 34 million dollars worth of Real Estate for 2020.

Calvin Jenkins (Owner) has owned CJS Construction over 20 years and has been working in the Alvarado community for a number of years. Calvin also has served as pastor of A Change For Christ Church in Alvarado, TX since 2016.

Home is about people, memories, and milestones. It's where you can be yourself and take refuge from the world. It's about quality time with those you love. Our job is to build the house that you will call home. One that is both beautiful and functional, reflecting your own style with timeless appeal. At ACFC, we understand that a home is an extension of the people who live there. That's why we care about our relationship with you as much as we care about the quality of your home.

We work hard. We do what we say we're going to do. We stand behind our work. And we have fun in the process! We will guide you every step of the way, educating you on things that you should know while setting good expectations and avoiding surprises.

ACFC Homes has been working in the Alvarado, TX community since 2018 and has built several homes inside city limits in the past 2 years. We look forward to continuing our relationship with the city of Alvarado into the future!



Santa Fe Economic Benefit

1. Installation of a new sewer line on Santa Fe street north of Davis
2. Property Tax Benefit for the city from new construction homes built
3. 5 More Affordable New Construction Homes inside city limits

Property Tax Benefit:

3 Homes x \$250,000 Sales Price = \$750,000

2 Homes x \$245,000 Sales Price = \$490,000

Total Homes Sales Price = \$1,240,000

$\$1,240,000 / 100 = 12,400 \times .751419 = \mathbf{\$9,317.59}$ City Tax Income Per Year



8/19/2021

Day Services, LLC

1936 S. State Hwy. 171

Cleburne TX. 76031

Rick (817)933-0657

Location: Santa Fe Sewer Line from existing manhole to Lot 4 Block 69

Alvarado TX.

Proposal: 8" Sewer Line & Water Service

Scope:

	<u>Unit:</u>	<u>Total:</u>
- Mobilization, Bonds & Insurance	\$ 4,010.00	\$ 4,010.00
- Core existing manhole for sewer connection	\$ 3,500.00	\$ 3,500.00
- 810 LF 8" SDR 35 Sewer Main	\$ 58.50	\$ 47,385.00
- 4 – Sewer service reconnects	\$ 850.00	\$ 3,400.00
- 5 – Sewer taps w/property line cleanout	\$ 850.00	\$ 4,250.00
- 1 – 4' Diameter Sewer Manhole	\$ 5,500.00	\$ 5,500.00
- 5 – Long side Dual Water Service	\$ 1,500.00	\$ 7,500.00
- 360 SY Asphalt Repair	\$ 120.00	\$ 43,200.00
- <u>Testing</u>	<u>\$ 2,250.00</u>	<u>\$ 2,250.00</u>
	Total:	\$ 120,995.00



Bid #: 21-364

Date: 11/2/2021

Addenda's/ Dates
0

Estimating: jake.mcada@venusconstruction.com

Attention: Estimator

Project: City of Alvarado Sante Fe St. Improvements

Engineer: Davis McDill

Plans Dated 9-9-2021

Public Water Improvements

1)	2 - Bullhead 1.5" Water Service w/ Tap	@	\$8,827.89 ea	\$	17,655.78
2)	1 - 1.5" Water Service w/ Tap	@	\$5,970.97 ea	\$	5,970.97
3)	200 - Pavement Remove & Replace	@	\$20.00 sf	\$	4,000.00
4)	1 - Traffic Control	@	\$1,428.46 ea	\$	1,428.46
Sub Total				\$	29,055.21

Public Sewer Improvements

1)	660 - 8" SDR-35	@	\$96.14 lf	\$	63,452.40
2)	5 - 4' Sewer Service w/ CO	@	\$1,992.71 ea	\$	9,963.55
3)	1 - Connect to Exist Sewer Stub-Out	@	\$4,499.68 ea	\$	4,499.68
4)	2 - 4' SSMH	@	\$6,210.59 ea	\$	12,421.18
5)	1000 - Pavement Remove & Replace	@	\$20.00 sf	\$	20,000.00
6)	1 - Traffic Control	@	\$1,428.46 ea	\$	1,428.46
Sub Total				\$	111,765.27

Misc.

1)	1 - Maintenance Bond	@	\$8,251.02 ls	\$	8,251.02
2)	1 - Trench Safety	@	\$928.50 ls	\$	928.50
Sub Total				\$	9,179.52

This price is based off civil plans only.

This price is only good for ((15)) days on the pvc piping due to the constant change in the resin cost

This price includes Lay Out

This price includes all material, labor and equipment. We also carry standard workman compensation insurance and general liability. Payment will be based on actual quantities furnished and installed and is due within 15 days from the date of statement. All work is warranted for 1 year. This price is good for 15 days. This price includes one mobilization only.

If any additional mobilizations are required, there will be an additional charge of \$2500.00 each.

If Owner's and Contractors protective policy (ocp) is needed an additional cost of **\$350.00** will be required. Venus Construction has the right to approve Owner's credit prior to executing an agreement. Venus Construction will not begin work until other trades are done and complete with their work that could impede Venus'

This price does not include:

Erosion Control

Density & Materials Testing

Grass/Hydro Mulch Repair

Top Soil

Parking Meter Fees

Fire Department Knox Boxes

Inspector Overtime

Import Suitable Back-fill for Utility Trenches

Dewater Existing Ground Water in our Utility Trenches

Grease Traps/Sand Oil Separators

Down Spout Connections

Sampling Wells

Construction Water

Stabilized Backfill

Rock Excavation

P&P Bonds

Tax on Material in a Public Easement

Replacement of Blue-Tops

Landscape & Irrigation Repair

Permits

Impact or Tap Fees

Tree Clearing & Haul Off

Inspection Fees

Multiple Mobilizations

Meter Fees

Removal of Contaminated Soils

Concrete Flumes

Trench or Dock Drains

Control Points

Back Flows

Adjustment of Exist Utilities

Demo of Exist Utilities

CCIP Participation

Sub-Grade Prep (Re-Lime)

P.O. Box 220
Midlothian, TX 76065
Phone 972-723-0802 Fax 972-723-5308

PROPOSAL



BORING & UTILITIES

Date: October 5, 2021
To: Conrad Jackson
From: Justin Castor
Re: Alvarado - Santa Fe St. Services

WATER

Qty	Description	Unit Price	Total
2 EA.	1" BULLHEAD SERVICES ON EXISTING WATER LINE	\$ 2,700.00	\$ 5,400.00
1 EA.	1" SINGLE WATER SERVICE ON EXISTING WATER LINE	\$ 1,850.00	\$ 1,850.00
NOTE: ASSUMING MAIN IS 8" PVC OR SMALLER			
42 L.F.	ASPHALT TRENCH REPAIR (2" ASPHALT ONLY)	\$ 45.00	\$ 1,890.00
NOTE: DOES NOT INCLUDE FLEXBASE OR CONCRETE PER DETAIL			
NOTE: WILL BILL ACTUAL FOOTAGE ON ALL TRENCH REPAIR			
TOTAL WATER			\$ 9,140.00

SEWER

Qty	Description	Unit Price	Total
656 L.F.	8" SDR 35 SEWER LINE	\$ 57.00	\$ 37,392.00
1 EA.	8" END & PLUG	\$ 500.00	\$ 500.00
2 EA.	4" SSMH	\$ 4,500.00	\$ 9,000.00
NOTE: EXCLUDES ANY COATINGS OR ADDITIVES			
1 EA.	CONNECT TO EX. SS	\$ 1,500.00	\$ 1,500.00
5 EA.	4" SS SERVICE W/CLEANOUT	\$ 725.00	\$ 3,625.00
242 L.F.	ASPHALT TRENCH REPAIR (2" ASPHALT ONLY)	\$ 45.00	\$ 10,890.00
NOTE: DOES NOT INCLUDE FLEXBASE OR CONCRETE PER DETAIL			
NOTE: WILL BILL ACTUAL FOOTAGE ON ALL TRENCH REPAIR			
656 L.F.	TESTING	\$ 2.00	\$ 1,312.00
TOTAL SEWER			\$ 64,219.00

OTHER

Qty	Description	Unit Price	Total
1 EA.	MOBILIZATION	\$ 1,750.00	\$ 1,750.00
1 EA.	TRAFFIC CONTROL	\$ 2,500.00	\$ 2,500.00
TOTAL OTHER			\$ 4,250.00

NOTE: GIVEN THE CURRENT PRICING AND SUPPLY CHAIN CHALLENGES ALL MATERIALS WILL BE PRICED AT THE TIME OF SHIPMENT.

TOTAL PROPOSAL

\$ 77,609.00

OPTIONS

Qty	Description	Unit Price	Total
1 EA.	2Y / 100% MAINTENANCE BOND	\$ 2,200.00	\$ 2,200.00
1 EA.	SPOILS REMOVAL FROM SITE	\$ 2,500.00	\$ 2,500.00
42 L.F.	ASPHALT TRENCH REPAIR PER DETAIL FOR WATER	\$ 90.00	\$ 3,780.00
42 L.F.	FLEXBASE BACKFILL UNDER PAVEMENT FOR WATER	\$ 35.00	\$ 1,470.00
242 L.F.	ASPHALT TRENCH REPAIR PER DETAIL FOR SEWER	\$ 90.00	\$ 21,780.00
242 L.F.	FLEXBASE BACKFILL UNDER PAVEMENT FOR WATER	\$ 35.00	\$ 8,470.00
NOTE: WILL BILL ACTUAL FOOTAGE ON ALL TRENCH REPAIR			
TOTAL OPTIONS			\$ 40,200.00

Includes: (1) Mobilization & Trench Safety.
Excludes: Any Bonds Or Permits, Density Testing, Landscape Or Irrigation Repairs, Staking, "Options" Listed Above & Any Item Not Listed.

Proposal prepared by Justin Castor

The Contractor shall be entitled to an extension of the Agreement time and an equitable adjustment of the Agreement Sum due to (i) a delay to Contractor's Work, or (ii) escalating costs of materials, suppliers, or equipment in the event either (i) or (ii) is due to no fault or responsibility of the Contractor. Contractor will employ commercially reasonable efforts to mitigate such cost escalations in consultation with the Contractor.