

**REGULAR MEETING OF THE
CITY OF ALVARADO CITY COUNCIL
104 W. COLLEGE
DECEMBER 19, 2022
6:30 PM**

AGENDA

The City Council of the City of Alvarado will meet in a Regular Called Session on Monday, December 19, 2022 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 convened board of this meeting 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 convened board has no obligation to respond in any matter to comments or questions from the public. Any response from a member of the convened Board 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 a future meeting.

INTRODUCTION OF NEW EMPLOYEES:

CONSENT AGENDA:

1. Consideration and action to approve minutes from the 11/21/22 Regular City Council Meeting. (Walls)
2. Consideration and action to change the Council meeting date in January, 2023 from the regular meeting date of January 19, 2023 to January 23, 2023 due to holiday schedule.

NEW BUSINESS:

3. Consideration and action to adopt Resolution No. 2022-022 to enter into Chambers Creek Supplemental Watershed Plan Agreement No. IX with U.S. Department of Agriculture Natural Resources Conservation Services (NRCS) for Rehabilitation of Chambers Creek Flood Retardation Structure numbers 4 and 6. (Ramachandra)

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4. Consideration and action to adopt Ordinance No. 2022-022 to designate 100 Block of N Spears Street a one-way street by restricting travel to the southbound direction only and to designate 100 Block of North Friou Street a one-way street by restricting travel to the northbound direction. (Ramachandra)
5. Consideration and action to authorize the City Manager to execute a construction contract with Long Horn Commercial Roofing Company, in the amount of \$49,744.82, to provide for the roof replacement at (Administration Building) 107 E. College Avenue, Alvarado, Texas. (Suber)
6. Consideration and action authorizing the City Manager to enter into an agreement with Birkhoff, Hendricks & Carter, L.L.P. to provide professional engineering services for 2022 Water, Wastewater and Roadway Impact Fee Analysis.(Ramachandra)
7. Consideration and action authorizing the City Manager to enter into an agreement with Birkhoff, Hendricks & Carter, L.L.P. to provide professional engineering services for Davis Street Sanitary Sewer Project. (Ramachandra)
8. Consideration and action to authorize the City Manager to enter into an agreement with the Johnson County Elections Office for May 6, 2023 election administration.(Walls)
9. Consideration and action to adopt procurement policies required to qualify for CDBG funding. (DeBuff)
10. Hold a public hearing and consideration and action regarding an Ordinance of the City of Alvarado, Texas, annexing by voluntary petition approximately 76.93 acres in Johnson County, Texas situated generally east of the N. Cummings Drive and County Road 508 intersection and east of County Road 607, into the Corporate limits of the City of Alvarado, Texas. (Lone Oak Tract B Annexation) (French)

EXECUTIVE SESSION:

Pursuant to the Texas Open Meetings Act, Chapter 551 of the Texas Government Code, the City Council or other Board may convene in closed session to deliberate regarding the following matters: §551.071 Consultation with Attorney. The City Council or other Board may convene in Executive Session to conduct a private consultation with its Attorney on any legally posted agenda item, when the City Council or other Board 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 provisions of Chapter 551, including the following items: a. Any posted item on the agenda. b. Potential off-site infrastructure funding agreement.

RECONVENE OPEN SESSION:

11. Reconvene into open session for possible action resulting from any items posted

and legally 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 may include, but not necessarily limited to any of the following:

- Expressions of thanks, congratulations, or condolence;
- Information regarding holiday schedules;
- An honorary or salutary 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 salutary 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.

ADJOURNMENT:

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: wallsb@cityofalvarado.org Please call at least two (2) working days prior to the meeting so that appropriate arrangements can be made.

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.

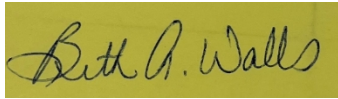
I, the undersigned authority, do hereby certify that the above Agenda was posted on the bulletin board in the City Hall of the City of Alvarado, Texas, a place convenient and readily accessible to the general public at all times, and said Agenda was posted

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on December 16, 2022 at 4:30 p.m. and remained so posted continuously for at least 72 hours preceding the scheduled time of said meeting.

A handwritten signature in black ink on a yellow rectangular background. The signature reads "Beth A. Walls" in a cursive script.

Beth A Walls, TRMC, IPMA-SCP, CPM
City Secretary/HRD

CITY OF ALVARADO
County of Johnson
State of Texas

City Council Minutes.

The City Council of the City of Alvarado met in a Regular Session on Monday, November 21, 2022 at 6:30 p.m. The following were present for roll call:

Jacob Wheat	Mayor
Lydia Moon	Mayor Pro-Tem
Cherry Bryant	Councilperson
Beverly Short	Councilperson
Michael Bennett	Councilperson

The following were absent for roll call:

Kevin Thomas	Councilperson
Scott Arthur	Councilperson

Others Present:

Paul DeBuff	City Manager
Beth A Walls	City Secretary
Ashley Dierker	City Attorney
Michael Dwiggin	Public Works Director
John Rodgers	Fire Chief
Teddy May	Police Chief
Paula Hardison	Accounting and Billing Director
Precious Moore	Library Director
Reyth Garcia	Court Clerk
Michael Stoldt	Interim Community Dev. Director
Emile Moline	Planning and EDC Director

Mayor Jacob Wheat call the meeting to order 6:30 p.m. and the invocation was given by Emile Moline.

PLEDGE OF ALLEGIANCE

PUBLIC COMMENTS

Council heard comments regarding the Parade of Lights.

INTRODUCTION OF NEW EMPLOYEES

Chase Covington- Fire Fighter

CONSENT AGENDA

Motion was made by Cherry Bryant and seconded by Michael Bennett to approve the consent agenda as presented

This motion supported 4 votes in approval and 0 votes opposed. Motion carried.

PROCLAMATION FOR AMERICAN INDIAN HERITAGE MONTH.

CONSIDER ACCEPTANCE OF DONATED FUNDS FROM LaSALLE LLC FOR USE IN PURCHASING PLAYGROUND EQUIPMENT AND AUTHORIZING THE CITY MANAGER TO EXPEND DONATED FUNDS AS NECESSARY FOR THE PURCHASE AND INSTALLATION OF PLAYGROUND EQUIPMENT PROCURED THROUGH THE TEXAS BUYBOARD PURCHASING COOPERATIVE.

Motion was made by Michael Bennett and seconded by Cherry Bryant to approve accepting donated funds from LaSalle LLC for use in purchasing playground equipment and authorizing the City Manager to expend funds for the purchase of and installation of playground equipment.

This motion supported 4 votes in approval and 0 votes opposed. Motion carried.

UTILITY RATE PRESENTATION

Jason Gray with Willdan Financial Services gave Council the final presentation regarding the findings of a water and wastewater rate study that was commissioned by Council in 2021.

Several possible rate increase scenarios were provided and information was shown on the impact each would have on the City and on customers.

CONSIDERATION AND ACTION TO APPROVE ORDINANCE 2022-0021, SETTING UTILITY RATES FOR 2022-23.

CITY OF ALVARADO ADOPTED WATER AND WASTEWATER RATE PLAN		Effective				
		Dec-22	Oct-23	Oct-24	Oct-25	Oct-26
Water Rates Residential						
Monthly Minimum Charge						
5/8" to 3/4"	\$	35.40	41.06	41.06	41.06	41.89
1"	\$	35.40	41.06	41.06	41.06	41.89
1 1/2"	\$	35.40	41.06	41.06	41.06	41.89
2"	\$	35.40	41.06	41.06	41.06	41.89
3"	\$					
4"	\$					
Volume Rate Per 1,000 Gal						
8,000	\$	5.02	5.82	5.82	5.82	5.93
8,001 - 10,000	\$	6.20	7.19	7.19	7.19	7.33
10,001 - 20,000	\$	7.38	8.56	8.56	8.56	8.73
20,001 - Above	\$	8.88	10.30	10.30	10.30	10.50
Water Rates Commercial						
Monthly Minimum Charge						
5/8" to 3/4"	\$	41.30	47.91	47.91	47.91	48.87
1"	\$	53.69	76.65	81.03	105.40	122.17
1 1/2"	\$	74.34	124.56	162.89	201.21	244.33
2"	\$	99.12	182.05	249.12	316.19	390.93
3"	\$	165.20	335.36	479.08	622.80	781.86
4"	\$	239.54	507.82	737.78	967.74	1,221.65
Volume Rate Per 1,000 Gal						
8,000	\$	5.90	6.84	6.84	6.84	6.98
8,001 - 10,000	\$	7.08	8.21	8.21	8.21	8.38
10,001 - 20,000	\$	8.26	9.58	9.58	9.58	9.77
20,001 - Above	\$	9.76	11.32	11.32	11.32	11.55
Water Rates Institutional						
Monthly Minimum Charge						
5/8" to 3/4"	\$	41.30	47.91	47.91	47.91	48.87
1"	\$	47.50	55.09	55.09	55.09	56.20
1 1/2"	\$	57.82	67.07	67.07	67.07	68.41
2"	\$	70.21	81.44	81.44	81.44	83.07
3"	\$	103.25	119.77	119.77	119.77	122.17
4"	\$	140.42	162.89	162.89	162.89	166.14
6"	\$	243.67	282.66	282.66	282.66	288.31
8"	\$	367.57	426.38	426.38	426.38	434.91
Volume Rate Per 1,000 Gal						
8,000	\$	5.90	6.84	6.84	6.84	6.98
8,001 - 10,000	\$	7.08	8.21	8.21	8.21	8.38
10,001 - 20,000	\$	8.26	9.58	9.58	9.58	9.77
20,001 - Above	\$	9.76	11.32	11.32	11.32	11.55
Wastewater Rates Residential						
Monthly Minimum Charge						
	\$	21.90	26.28	27.59	28.97	30.42
Volume Rate/1,000 Gal						
10,000	\$	5.10	6.12	6.43	6.75	7.08
10,001 - Above	\$					
Wastewater Rates Commercial						
Monthly Minimum Charge						
	\$	38.40	46.08	48.38	50.80	53.34
Volume Rate/1,000 Gal						
Above	\$	5.10	6.12	6.43	6.75	7.08

Motion was made by Lydia Moon and seconded by Michael Bennett to approve Ordinance 2022-0021, setting utility rates for 2022-23 using the proposed 4B rate structure as shown above.

This motion supported 4 votes in approval and 0 votes opposed. Motion carried.

CONSIDERATION AND ACTION REGARDING MAPLE STREET PHASE 1 AND II CONSTRUCTION PHASE SERVICE PROPOSAL.

Freese and Nichols, Inc. (FNI) provided a proposal to amend the Engineering Design Services for Maple Avenue 24-36 Inch Interceptor.

Motion was made by Lydia Moon and seconded by Michael Bennett to approve the Maple Street Phase I and Construction Phase II service proposal as amended.

This motion supported 4 votes in approval and 0 votes opposed. Motion carried.

CONSIDERATION AND ACTION REGARDING ACCEPTANCE OF A BID FOR THE POSSIBLE SALE OR EXCHANGE OF REAL PROPERTY LOCATED AT 135 COUNTY ROAD 404, ALVARADO, TEXAS, 76009 AND BEING 1.545 ACRES OF LAND, AND BEING A PORTION OF LOT 2, ALVARADO WASTE WATER TREATMENT PLANT ADDITION TO THE OF ALVARADO, JOHNSON COUNTY, TEXAS, ACCORDING TO THE PLAT RECORDED IN VOLUME 9, PAGE 650, OF THE PLAT RECORDS OF JOHNSON COUNTY, TEXAS.

Motion was made by Lydia Moon and seconded by Michael Bennett to approve the bid by Skott Williams for the property located at 135 County Road 404.

This motion supported 4 votes in approval and 0 votes opposed. Motion carried.

PUBLIC HEARING CONSIDERATION AND ACTION ON ORDINANCE 2022-0019 REGARDING APPROVAL OF A SPECIFIC USE PERMIT (SUP) FOR THE PROPERTY KNOWN AS 118 E WEAVER AVE. (G & I GENERAL STORE) TO ALLOW LAWN AND GARDEN OUTDOOR STORAGE. (SEC 43-33)

G & L General Store is a business located within the Alvarado Central Business District (CBD) at 118 E. Weaver Ave. A request has been made for a Specific Use Permit (SUP) to allow outdoor storage of lawn and garden products within this district. If approved, the storage area would be approximately 40' x 20', on the West side of the building near the sidewalk, as shown in the attached exhibit. Specific Use Permits, when allowed, are for

one year unless a different time frame is approved by city council. Upon permit expiration, applicant would need to reapply.

Planning and Zoning commission recommends approval of SUP with the **following considerations: 1. Change SUP expiration from one (1) year to five (5) years. 2. Remove privacy fence requirement.**

Mayor Wheat opened the public hearing at 7:20 p.m. Discussion was held by Council but no comments came from the public. The hearing was closed at 7:30 p.m.

Council discussion determined that the expiration date for the SUP should stay at one year and that the privacy fence would be a requirement. Council also gave the City Manager and Mayor the authority to negotiate the privacy screening requirement.

Motion was made by Michael Bennett and seconded by Cherry Bryant to approve Ordinance 2022-0019 regarding approval of a one-year Specific Use Permit, which includes the requirement to provide privacy screening for the property as written, and giving the city manager/mayor authority to negotiate for the property known as 118 E Weaver.

This motion supported 4 votes in approval and 0 votes opposed. Motion carried.

PUBLIC HEARING, CONSIDERATION AND ACTION REGARDING APPROVAL OF A PROPOSED TEXT AMENDMENT TO THE CITY'S ZONING ORDINANCE TO CONSIDER ADOPTING ORDINANCE 2022-0020 AMENDING SECTION 42.55 "SUPPLEMENTARY DISTRICT REGULATIONS," OF ARTICLE IV, "SUPPLEMENTARY REGULATIONS" OF CHAPTER 42, "ZONING," OF THE ALVARADO CODE BY DESIGNATING THE LOCATION OF GARAGE SALES, AUTHORIZING CITY STAFF TO REGULATE THE LOCATION OF GARAGE SALES; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES, PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION IN THE OFFICIAL NEWSPAPER, AND PROVIDING AN EFFECTIVE DATE.

Staff requests an amendment to Ordinance Section 42.55. The purpose of the amendment is to provide clarity and uniformity of guidelines to all citizens who wish to conduct garage sales. This amendment would designate the location of garage sales and authorize city staff to regulate the locations of garage sales.

Planning and Zoning Commission recommends approval of the amendment to Ordinance Section 42.55 with the following language changes. This request is made in order to also accommodate Estate Sales which are also serviced by Garage Sale permits.

Section C as recommended by Planning and Zoning: c. Garage sales are to be held on a lot that has a physical structure such as a home or business with a city water account. Section C adjustment as requested by staff: c. Garage sales are to be held on a lot that has a physical structure such as a home or business with a city utility account.

Mayor Wheat opened the public hearing at 7:32 p.m. Discussion was held by Council but no comments came from the public. The hearing was closed at 7:44 p.m.

Motion was made by Lydia Moon and seconded by Beverly Short to approve Ordinance 2022-0020 as amended.

This motion supported 4 votes in approval and 0 votes opposed. Motion carried.

PUBLIC HEARING AND CONSIDERATION AND ACTION REGARDING AN ORDINANCE OF THE CITY OF ALVARADO, TEXAS ANNEXING BY VOLUNTARY PETITION APPROXIMATELY 76.3 ACRES IN JOHNSON COUNTY, TEXAS, SITUATED GENERALLY EAST OF THE N. CUMMINGS DRIVE AND COUNT ROAD 508 INTERSECTION AND EAST OF COUNTY ROAD 607, INTO THE CORPORATE LIMITS OF THE CITY OF ALVARADO, TEXAS. (LONE OAK TRACT B ANNEXATION)

Hearing was continued to the next council meeting with no action taken.

CONVENE INTO EXECUTIVE SESSION IN ACCORDANCE WITH TEX. GOV'T CODE 551.071 TO SEEK THE ADVICE ABOUT PENDING OR CONTEMPLATED LITIGATION, SETTLEMENT OFFERS OR ON MATTERS IN WHICH DUTY OF THE ATTORNEY UNDER THE TEXAS DISCIPLINARY RULES OF PROFESSIONAL CONDUCT OF THE STATE BAR OF TEXAS CONFLICTS WITH TEXAS GOVERNMENT CODE CH. 551.

Mayor Wheat announced that Council would meet in Executive Session at 7:50 p.m.

RETURN TO OPEN SESSION

Mayor Wheat returned Council to Open Session at 8:25 p.m.

CONSIDERATION AND ACTION TO DIRECT THE CITY MANAGER TO NEGOTIATE AND EXECUTE AN OFF-SITE UTILITY INFRASTRUCTURE FUNDING AGREEMENT.

Motion was made by Michael Bennett and seconded by Beverly Short to approve directing the City Manager to negotiate and execute an off-site utility infrastructure funding agreement as discussed. This motion supported 4 votes in approval and 0 votes opposed. Motion carried.

CONSIDERATION AND ACTION TO DIRECT THE CITY MANAGER TO BEGIN PLANNING FOR A 2025 DEBT ISSUE TO SUPPORT INCREASE WATER DEMAND.

Motion was made by Lydia Moon and seconded by Beverly Short to approve directing the City Manager to begin planning for a 2025 debt issue to support increase water demand as discussed.

This motion supported 4 votes in approval and 0 votes opposed. Motion carried.

CONSIDERATION AND ACTION TO DIRECT THE CITY MANAGER TO BEGIN STEPS FOR A \$20 MILLION DEBT ISSUE IN SPRING OF 2023.

Motion was made by Cherry Bryant and seconded by Michael Bennett to approve direction the City Manager to begin steps for \$20 million debt issue in Spring of 2023 as discussed.

This motion supported 4 votes in approval and 0 votes opposed. Motion carried.

CONSIDERATION AND ACTION TO DIRECT CITY MANAGER TO SOLICIT ENGINEERING PROPOSALS TO DESIGN BASIN 2 SEWER LINE REPLACEMENT AND BASIN 5 SEWER LINE EXTENSION.

Motion was made by Lydia Moon and seconded by Cherry Bryant to approve directing the City Manager to solicit engineering proposals to design Basin 2 sewer line replacement and Basin 5 sewer line extension.

This motion supported 4 votes in approval and 0 votes opposed. Motion carried.

There being no further business, the Mayor adjourned the meeting at 8:27 p.m.

Passed and approved this the 19th day of December, 2022.

Mayor Jacob Wheat

Respectfully Submitted,

Beth A Walls- City Secretary/HRD

Chambers Creek Supplemental Watershed Plan Agreement No. IX

between the
Texas State Soil and Water Conservation Board
City of Alvarado
City of Ennis
Ellis-Prairie Soil and Water Conservation District #504
Dalworth Soil and Water Conservation District #519
Hill County-Blackland Soil and Water Conservation District #541
Navarro Soil and Water Conservation District #514
Ellis County Commissioners Court
Hill County Commissioners Court
Johnson County Commissioners Court
Navarro Commissioners Court
(Referred to herein as Sponsors)

and the

UNITED STATES DEPARTMENT OF AGRICULTURE
NATURAL RESOURCES CONSERVATION SERVICE
Formerly the Soil Conservation Service (SCS)

(Referred to herein as NRCS)

Whereas, the original Watershed Plan Agreement for the Chambers Creek Watershed, State of Texas, executed by the Sponsors named therein and NRCS, became effective on the 9th day of December 1955; and

Whereas, a Supplemental Watershed Plan Agreement No. I for the Chambers Creek Watershed, State of Texas, executed by the Sponsors named therein and NRCS, became effective on the 14th day of April 1959; and

Whereas, a Supplemental Watershed Plan Agreement No. II for the Chambers Creek Watershed, State of Texas, executed by the Sponsors named therein and NRCS, became effective on the 25th day of October 1962; and

Whereas, a Supplemental Watershed Plan Agreement No. III for the Chambers Creek Watershed, State of Texas, executed by the Sponsors named therein and NRCS, became effective on the 4th day of February 1972; and

Whereas, a Supplemental Watershed Plan Agreement No. IV for the Chambers Creek Watershed, State of Texas, executed by the Sponsors named therein and NRCS, became effective on the 8th day of March 1976; and

Whereas, a Supplemental Watershed Plan Agreement No. V for the Chambers Creek Watershed, State of Texas, executed by the Sponsors named therein and NRCS, became effective on the 24th day of March 1988; and

Draft Supplemental Watershed Plan No. IX and Environmental Assessment

Rehabilitation of Chambers Creek FRS No. 4 and Chambers Creek FRS No. 6

Whereas, a Supplemental Watershed Plan Agreement No. VI for the Chambers Creek Watershed, State of Texas, executed by the Sponsors named therein and NRCS, became effective on the 31st day of May 1991; and

Whereas, a Supplemental Watershed Plan Agreement No. VII for the Chambers Creek Watershed, State of Texas, executed by the Sponsors named therein and NRCS, became effective on the 11th day of October 1995; and

Whereas, a Supplemental Watershed Plan Agreement No. VIII for the Chambers Creek Watershed, State of Texas, executed by the Sponsors named therein and NRCS, became effective on the 8th day of May 2018; and

Whereas, in order to carry out the watershed plan for the Chambers Creek Watershed, it has become necessary to modify the Watershed Plan Agreement,

Whereas, application has heretofore been made to the Secretary of Agriculture by the Sponsors for assistance in preparing a plan for works of improvement for the Flood Retarding Structures No. 4 and No. 6 in the Chambers Creek Watershed, State of Texas, under the authority of the Watershed Protection and Flood Prevention Act, as amended (16 U.S.C. Sections 1001 to 1008, 1010, and 1012); and

Whereas, the responsibility for administration of the Watershed Protection and Flood Prevention Act, as amended, has been assigned by the Secretary of Agriculture to the NRCS; and

Whereas, there has been developed through the cooperative efforts of the Sponsors and NRCS a Watershed

Work Plan No. IX and Environmental Assessment for works of improvement for the rehabilitation of Flood Retarding Structures No. 4 and No. 6 in the Chambers Creek Watershed, State of Texas, hereinafter referred to as the watershed project plan or plan, which plan is annexed to and made a part of this agreement;

Now, therefore, in view of the foregoing considerations, the Secretary of Agriculture, through NRCS, and the Sponsors hereby agree on this watershed project plan and that the works of improvement for this project will be installed, operated, and maintained in accordance with the terms, conditions, and stipulations provided for in this plan and including the following:

1. Term. The term of this agreement is for the installation period and evaluated life of the project (101 years) and does not commit NRCS to assistance of any kind beyond the end of the evaluated life.
2. Costs. The costs shown in this plan are preliminary estimates. Final costs to be borne by the parties hereto will be the actual costs incurred in the installation of works of improvement.
3. Real property. The sponsors will acquire such real property as will be needed in connection with the works of improvement. The amounts and percentages of the real property acquisition costs to be borne by the Sponsors and NRCS are as shown in the cost-share table in Item 5 hereof. The sponsors will only obtain land rights up to the 100-year elevation, and acknowledge the risk associated with not acquiring land rights up to the proposed top of dam elevation for the preferred alternative.

The sponsors agree that all land acquired for measures, other than land treatment practices, with financial or credit assistance under this agreement will not be sold or otherwise disposed of for the evaluated life of the project except to a public agency which will continue to maintain and operate the development in accordance with the Operation and Maintenance Agreement.

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4. Uniform Relocation Assistance and Real Property Acquisition Policies Act. The sponsors hereby agree to comply with all of the policies and procedures of the Uniform Relocation Assistance and Real Property Acquisition Policies Act (42 U.S.C. Section 4601 et seq. as further implemented through regulations in 49 CFR Part 24 and 7 CFR Part 21) when acquiring real property interests for this federally assisted project. If the sponsors are legally unable to comply with the real property acquisition requirements, it agrees that, before any Federal financial

assistance is furnished, it will provide a statement to that effect, supported by an opinion of the chief legal officer of the state containing a full discussion of the facts and law involved. This statement may be accepted as constituting compliance.

5. Cost-share for Watershed Work Plan. The following table shows cost-share percentages and amounts for Watershed Work Plan implementation.

Draft Supplemental Watershed Plan No. IX and Environmental Assessment
Rehabilitation of Chambers Creek FRS No. 4 and Chambers Creek FRS No. 6

Draft Supplemental Watershed Plan No. IX and Environmental Assessment
Rehabilitation of Chambers Creek FRS No. 4 and Chambers Creek FRS No. 6

Works of Improvement	Chambers Creek 4					Chambers Creek 6				
	NRCS		Sponsors		Total	NRCS		Sponsors		Total
	Percent	Cost	Percent	Cost	Cost	Percent	Cost	Percent	Cost	Cost
Cost Shareable-Items										
Rehabilitation of Dam (Construction Costs)	65%	\$1,709,600	35%	\$920,600	\$2,630,200	65%	\$1,911,000	35%	\$1,029,000	\$2,940,000
Sponsors' Engineering Costs	65%	\$0	35%	\$0	\$0	65%	\$0	35%	\$0	\$0
Subtotal: Cost-Shareable Costs	65%	\$1,709,600	35%	\$920,600	\$2,630,200	65%	\$1,911,000	35%	\$1,029,000	\$2,940,000
Non-Cost-Shareable Items ^{1/}										
NRCS Technical Assistance/Engineering		\$263,100		-	\$263,100		\$294,000		-	\$294,000
Project Administration ^{2/}		\$315,700		\$0	\$315,700		\$352,800		\$0	\$352,800
Water, Mineral and Other Resource Rights		-		\$0	\$0		-		\$0	\$0
Real Property Rights ^{3/}		-		\$12,900	\$12,900		-		\$22,000	\$22,000
Subtotal: Non-Cost-Share Costs		\$578,800		\$12,900	\$591,700		\$646,800		\$22,000	\$668,800

^{1/} If actual non-cost-sharable item expenditures vary from these figures, the responsible party will bear the change.

^{2/} The sponsors and NRCS will each bear the costs of project administration that each incurs. Sponsor costs for project administration include relocation assistance advisory service.

^{3/} The sponsors will acquire with other than Watershed Protection and Flood Prevention Act funds, such real property as will be needed in connection with the works of improvement. The value of real property is eligible as in-kind contributions toward the sponsors' share of the works of improvement costs. In no case will the amount of an in-kind contribution exceed the sponsors' share of the cost for the works of improvement. The maximum cost eligible for in-kind credit is the same as that for cost sharing.

Total:		\$2,288,400		\$933,500	\$3,221,900		\$2,557,800		\$1,051,000	\$3,608,800

6. Land treatment agreements. The sponsors will obtain agreements from owners of not less than 50 percent of the land above each multiple-purpose and floodwater-retarding structure. These agreements must provide that the owners will carry out farm or ranch conservation plans on their land. The sponsors will ensure that 50 percent of the land upstream of any retention reservoir site is adequately protected before construction of the dam. The sponsors will provide assistance to landowners and operators to ensure the installation of the land treatment measures shown in the watershed project plan. The sponsors will encourage landowners and operators to continue to operate and maintain the land treatment measures after the long-term contracts expire, for the protection and improvement of the watershed.
7. Floodplain Management. Before construction of any project for flood prevention, the sponsors must agree to participate in and comply with applicable Federal floodplain management and flood insurance programs. The sponsor is required to have development controls in place below low and significant hazard dams prior to NRCS or the sponsor entering into a construction contract.
8. Water and mineral rights. The sponsors will acquire or provide assurance that landowners or resource users have acquired such water, mineral, or other natural resources rights pursuant to State law as may be needed in the installation and operation of the works of improvement. Any costs incurred must be borne by the sponsors and these costs are not eligible as part of the sponsor's cost-share.
9. Permits. The sponsors will obtain and bear the cost for all necessary Federal, State, and local permits required by law, ordinance, or regulation for installation of the works of improvement. These costs are not eligible as part of the sponsors' cost-share.
10. NRCS assistance. This agreement is not a fund-obligating document. Financial and other assistance to be furnished by NRCS in carrying out the plan is contingent upon the fulfillment of applicable laws and regulations and the availability of appropriations for this purpose.
11. Additional agreements. A separate agreement will be entered into between NRCS and the sponsors before either party initiates work involving funds of the other party. Such agreements will set forth in detail the financial and working arrangements and other conditions that are applicable to the specific works of improvement.

12. Amendments. This plan may be amended or revised only by mutual agreement of the parties hereto, except that NRCS may deauthorize or terminate funding at any time it determines that the sponsors have failed to comply with the conditions of this agreement or when the program funding or authority expires. In this case, NRCS must promptly notify the sponsors in writing of the determination and the reasons for the deauthorization of project funding, together with the effective date. Payments made to the sponsors or recoveries by NRCS must be in accordance with the legal rights and liabilities of the parties when project funding has been deauthorized. An amendment to incorporate changes affecting a specific measure may be made by mutual agreement between NRCS and the sponsors having specific responsibilities for the measure involved.
13. Prohibitions. No member of or delegate to Congress, or resident commissioner, may be admitted to any share or part of this plan, or to any benefit that may arise therefrom; but this provision may not be construed to extend to this agreement if made with a corporation for its general benefit.
14. Operation and Maintenance (O&M). The sponsors will be responsible for the operation, maintenance, and any needed replacement of the works of improvement by actually performing the work or arranging for such work, in accordance with an O&M Agreement. An O&M agreement will be entered into before Federal funds are obligated and will continue for the project life (100 years).

Although the sponsors' responsibility to the Federal Government for O&M ends when the O&M agreement expires upon completion of the evaluated life of measures covered by the agreement, the sponsors acknowledge that continued liabilities and responsibilities associated with works of improvement may exist beyond the evaluated life.

15. Emergency Action Plan. Prior to construction, the sponsors must prepare an Emergency Action Plan (EAP) for each dam or similar structure where failure may cause loss of life or as required by state and local regulations. The EAP must meet the minimum content specified in the NRCS Title 180, National Operation and Maintenance Manual (NOMM), Part 500, Subpart F, Section 500.52, and meet applicable State agency dam safety requirements. The NRCS will determine that an EAP is prepared prior to the execution of fund obligating documents for construction of the structure. EAPs must be reviewed and updated by the sponsors annually.
16. Nondiscrimination Provisions. In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental

status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at [How to File a Program Discrimination Complaint](https://www.usda.gov/oascr/how-to-file-a-program-discrimination-complaint) (<https://www.usda.gov/oascr/how-to-file-a-program-discrimination-complaint>) and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: program.intake@usda.gov.

USDA is an equal opportunity provider, employer, and lender.

By signing this agreement, the recipient assures the Department of Agriculture that the program or activities provided for under this agreement will be conducted in compliance with all applicable Federal civil rights laws, rules, regulations, and policies.

17. Certification Regarding Drug-Free Workplace Requirements (7 CFR Part 3021). By signing this Watershed Agreement, the sponsors are providing the certification set out below. If it is later determined that the sponsors knowingly rendered a false certification, or otherwise violated the requirements of the Drug-Free Workplace Act, the NRCS, in addition to any other remedies available to the Federal Government, may take action authorized under the Drug-Free Workplace Act.

Controlled substance means a controlled substance in Schedules I through V of the Controlled Substances Act (21 U.S.C. Section 812) and as further defined by regulation (21 CFR Sections 1308.11 through 1308.15);

Conviction means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes;

Criminal drug statute means a Federal or non-Federal criminal statute involving the manufacturing, distribution, dispensing, use, or possession of any controlled substance;

Employee means the employee of a grantee directly engaged in the performance of work under a grant, including: (i) all direct charge employees; (ii) all indirect charge employees unless their impact or involvement is insignificant to the performance of the grant; and, (iii) temporary personnel and consultants who are directly engaged in the performance of work under the grant and who are on the grantee's payroll. This definition does not include workers not on the payroll of the grantee (e.g., volunteers, even if used to meet a matching requirement; consultants or independent contractors not on the grantees' payroll; or employees of subrecipients or subcontractors in covered workplaces).

Certification:

A. The sponsors certify that they will or will continue to provide a drug-free workplace by__

- (1) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition.
- (2) Establishing an ongoing drug-free awareness program to inform employees about__
 - (a) The danger of drug abuse in the workplace;
 - (b) The grantee's policy of maintaining a drug-free workplace;
 - (c) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (d) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace
- (3) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (1).
- (4) Notifying the employee in the statement required by paragraph (1) that, as a condition of employment under the grant, the employee must__
 - (a) Abide by the terms of the statement; and
 - (b) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.
- (5) Notifying the NRCS in writing, within 10 calendar days after receiving notice under paragraph (4)(b) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice must include the identification numbers of each affected grant.

- (6) Taking one of the following actions, within 30 calendar days of receiving notice under paragraph (4) (b), with respect to any employee who is so convicted—
 - (a) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - (b) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.
 - (7) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (1), (2), (3), (4), (5), and (6).
 - B. The sponsors may provide a list of the sites for the performance of work done in connection with a specific project or other agreement.
 - C. Agencies will keep the original of all disclosure reports in the official files of the agency.
18. Certification Regarding Lobbying (7 CFR Part 3018) (for projects > \$100,000)
- A. The sponsors certify to the best of their knowledge and belief, that:
 - (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the sponsors, to any person for influencing or attempting to influence an officer or employee of an agency, Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
 - (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned must complete and submit Standard Form LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.
 - (3) The sponsors must require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients must certify and disclose accordingly.

- B. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by U.S. Code, Title 31, Section 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

19. Certification Regarding Debarment, Suspension, and Other Responsibility Matters Primary Covered Transactions (7 CFR Part 3017)

- A. The sponsors certify to the best of their knowledge and belief, that they and their principals:
- (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - (2) Have not within a 3-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph A(2) of this certification; and
 - (4) Have not within a 3-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
- B. Where the primary sponsors is unable to certify to any of the statements in this certification, such prospective participant must attach an explanation to this agreement.

20. Clean Air and Water Certification.

- A. The project sponsoring organizations signatory to this agreement certify as follows:
- (1) Any facility to be utilized in the performance of this proposed agreement is (____), is not (X) listed on the Environmental Protection Agency List of Violating Facilities.
 - (2) To promptly notify the NRCS-State administrative officer prior to the signing of this agreement by NRCS, of the receipt of any communication from the Director, Office of Federal Activities,

U.S. Environmental Protection Agency, indicating that any facility which is proposed for use under this agreement is under consideration to be listed on the Environmental Protection Agency List of Violating Facilities.

- (3) To include substantially this certification, including this subparagraph, in every nonexempt sub-agreement.

B. The project sponsoring organizations signatory to this agreement agrees as follows:

- (1) To comply with all the requirements of section 114 of the Clean Air Act as amended (42 U.S.C. Section 7414) and section 308 of the Federal Water Pollution Control Act (33 U.S.C. Section 1318), respectively, relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in section 114 and section 308 of the Air Act and the Water Act, issued there under before the signing of this agreement by NRCS.
- (2) That no portion of the work required by this agreement will be performed in facilities listed on the EPA List of Violating Facilities on the date when this agreement was signed by NRCS unless and until the EPA eliminates the name of such facility or facilities from such listing.
- (3) To use their best efforts to comply with clean air standards and clean water standards at the facilities in which the agreement is being performed.
- (4) To insert the substance of the provisions of this clause in any nonexempt sub agreement.

C. The terms used in this clause have the following meanings:

- (1) The term “Air Act” means the Clean Air Act, as amended (42 U.S.C. Section 7401 et seq.).
- (2) The term “Water Act” means Federal Water Pollution Control Act, as amended (33 U.S.C. Section 1251 et seq.).
- (3) The term “clean air standards” means any enforceable rules, regulations, guidelines, standards, limitations, orders, controls, prohibitions, or other requirements which are contained in, issued under, or otherwise adopted pursuant to the Air Act or Executive Order 11738, an applicable implementation plan as described in section 110 of the Air Act (42 U.S.C. Section 7414) or an approved implementation procedure under section 112 of the Air Act (42 U.S.C. Section 7412).
- (4) The term “clean water standards” means any enforceable limitation, control, condition, prohibition, standards, or other requirement which is promulgated pursuant to the Water Act or contained in a permit issued to a discharger by the Environmental Protection Agency or by a

State under an approved program, as authorized by section 402 of the Water Act (33 U.S.C. Section 1342), or by a local government to assure compliance with pretreatment regulations as required by section 307 of the Water Act (33 U.S.C. Section 1317).

- (5) The term “facility” means any building, plant, installation, structure, mine, vessel, or other floating craft, location or site of operations, owned, leased, or supervised by a sponsor, to be utilized in the performance of an agreement or sub agreement. Where a location or site of operations contains or includes more than one building, plant, installation, or structure, the entire location will be deemed to be a facility except where the Director, Office of Federal Activities, Environmental Protection Agency, determines that independent facilities are collocated in one geographical area.
21. Assurances and Compliance. As a condition of the grant or cooperative agreement, the sponsors assure and certifies that it is in compliance with and will comply in the course of the agreement with all applicable laws, regulations, Executive orders and other generally applicable requirements, including those set out below which are hereby incorporated in this agreement by reference, and such other statutory provisions as a specifically set forth herein.

State, Local, and Indian Tribal Governments: OMB Circular Nos. A-87, A-102, A-129, and A-133; and 7 CFR Parts 3015, 3016, 3017, 3018, 3021, and 3052.

Nonprofit Organizations, Hospitals, Institutions of Higher Learning: OMB Circular Nos. A-110, A122, A-129, and A-133; and 7 CFR Parts 3015, 3017, 3018, 3019, 3021 and 3052.

22. Examination of Records. The sponsors must give the NRCS or the Comptroller General, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to this agreement, and retain all records related to this agreement for a period of three years after completion of the terms of this agreement in accordance with the applicable OMB Circular.

The Sponsors and NRCS further agree to all other terms, conditions, and stipulations of said watershed agreement not modified herein.

23. Signatures.

City of Alvarado

The signing of this plan was authorized by a resolution by the City of Alvarado governing body and adopted at an official meeting held on December 19, 2022 at Alvarado, Texas.

By:

Date: _____

Jacob Wheat
Mayor

City of Ennis

The signing of this plan was authorized by a resolution by the City of Ennis governing body and adopted at an official meeting held on _____, 2022 at Ennis, Texas.

By:

Date: _____

Angeline Juenemann
Mayor

Ellis-Prairie Soil and Water Conservation District

The signing of this plan was authorized by a resolution by the Ellis-Prairie Soil and Water Conservation District governing body and adopted at an official meeting held on _____, 2022 at Waxahachie, Texas.

By:

Date: _____

Scott Born
Chairman

Dalworth Soil and Water Conservation District B

The signing of this plan was authorized by a resolution by the Dalworth Soil and Water Conservation District governing body and adopted at an official meeting held on _____, 2022 at Arlington, Texas.

By:

Date: _____

Tracey Lee Landess
Chairman

Hill County-Blackland Soil and Water Conservation District

The signing of this plan was authorized by a resolution by the Hill County-Blackland Soil and Water Conservation District governing body and adopted at an official meeting held on _____, 2022 at Hillsboro, Texas.

By:

Date: _____

Todd Kimbrell, Jr.
Chairman

Navarro Soil and Water Conservation District

The signing of this plan was authorized by a resolution by the Navarro Soil and Water Conservation District governing body and adopted at an official meeting held on _____, 2022 at Corsicana, Texas.

By:

Date: _____

Conrad M. Newton III
Chairman

Ellis County Commissioners Court

The signing of this plan was authorized by a resolution by the Ellis County Commissioners Court governing body and adopted at an official meeting held on _____, 2022 at Waxahachie, Texas.

By:

Date: _____

Todd Little
County Judge

Hill County Commissioners Court

The signing of this plan was authorized by a resolution by the Hill County Commissioners Court governing body and adopted at an official meeting held on _____, 2022 at Hillsboro, Texas.

By:

Date: _____

Justin Lewis
County Judge

Johnson County Commissioners Court

The signing of this plan was authorized by a resolution by the Johnson County Commissioners Court governing body and adopted at an official meeting held on _____, 2022 at Cleburne, Texas.

By:

Date: _____

Roger Harmon
County Judge

Navarro County Commissioners Court

The signing of this plan was authorized by a resolution by the Navarro Commissioners Court governing body and adopted at an official meeting held on _____, 2022 at Corsicana, Texas.

By:

Date: _____

H. M. Davenport County
Judge

USDA-NATURAL RESOURCES CONSERVATION SERVICE

Approved by:

Date: _____

Kristy Oates, State Conservationist
Natural Resources Conservation Service
NRCS Texas State Office
101 South Main Street
Temple, TX 76501

Ram Ramachandra

From: Tom Sulak <tom.sulak@co.ellis.tx.us>
Sent: Thursday, November 3, 2022 9:51 AM
Cc: stoldt@cityofalvarado.org; Michael Dwigins; stoldt@cityofalvarado.org; Emile Moline; Ram Ramachandra; Donielle Suber; Travis Moore; Brooks, Beau
Subject: Cambers Creek Watershed Work Plan and Agreement Supplemental IX

*****EXTERNAL EMAIL*****

**STOP - This email message originated outside the trusted City of Alvarado network.
Please ensure the message is from a legitimate sender before opening attachments or clicking on embedded links within.**

Mr. Debuff

The attached "Supplemental Watershed Plan No. IX & Environmental Assessment" has been completed by Freeze & Nichols for the U.S. Department of Agriculture Natural Resources Conservation Services (USDA-NRCS). This supplemental is being sent to you as one of the ten co-sponsors to the "Chambers Creek Watershed Work Plan". The original work plan was completed by the USDA-SCS, now the USDA-NRCS, in 1955. The City of Alvarado became a co-sponsor in 1961 (Supplemental No. I & II).

Supplemental No. IX is for the Rehabilitation of Floodwater Retarding Structures No. 4 & 6 of the Chambers Creek Watershed. Chambers Creek FRS #4 & #6 are both located in within the City limits of Midlothian, Texas. This supplemental, when signed by all co-sponsors, will allow the NRCS to proceed with the design phase of of these projects. There will be 2 originals and 1 separate signature page that will need to be signed by the Mayor. A pdf of the document, including all 11 signatures, will be provided to you for your records when completed.

Let us know if we will need to attend a city council meeting, if you have questions, and/or when you need the documents delivered for signing.

Respectfully,

Tom Sulak

Ellis County/Ellis-Prairie SWCD

972-921-0054



[TX Chambers Creek 4&6 Plan-EA.pdf](#)

ORDINANCE NO. 2022-0022

AN ORDINANCE AMENDING THE CITY OF ALVARADO, TEXAS CODE OF ORDINANCES, SECTION 38-159, DESIGNATING 100 BLOCK OF NORTH SPEARS STREET A ONE-WAY STREET BY RESTRICTING TRAVEL TO THE SOUTHBOUND DIRECTION ONLY **AND** DESIGNATING 100 BLOCK OF NORTH FRIOU STREET A ONE-WAY STREET BY RESTRICTING TRAVEL TO THE NORTHBOUND DIRECTION ONLY; PROVIDING THAT THE 100 BLOCKS OF NORTH SPEARS STREET AND NORTH FRIOU STREET SHALL AT ALL TIMES REMAIN OPEN TO ONE-WAY TRAFFIC MOVEMENT AS DESCRIBED; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A SAVINGS CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Alvarado, Texas is a Type A general-law municipality located in Johnson County, created in accordance with the provisions of Chapter 6 of the Local Government Code and operating pursuant to the enabling legislation of the State of Texas; and

WHEREAS, the City Council of the City of Alvarado is now of the opinion that the best interest and welfare of the public will be served by adopting Ordinance No. 2022-0022 and declaring that:

- 1) The 100 Block of North Spears Street remain open to southbound one-way traffic only at all times; and
- 2) The 100 Block of North Friou Street remain open to northbound one-way traffic only at all times.

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

SECTION 1.

THAT Section 38-159 of the Alvarado Code of Ordinances is hereby amended by adding new subsections (d) and (e), which shall read as follows:

- “(d) The 100 Block of North Spears Street between West College Street and West Patton Street is designated as a one-way street at all times and traffic shall be restricted to traveling in the southbound direction only; and
- (e) The 100 Block of North Friou Street between East College Street and East Patton Avenue is designated as a one-way street at all times and traffic shall be restricted to traveling in the northbound direction only.”

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 sections 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.

That all rights and remedies of the City of Alvarado are expressly saved as to any and all violations prior to adopting of this Ordinance No. 2022-0022 which have accrued at the time of the effective date of this Ordinance; and, as to such accrued violations and all pending litigation, both civil and criminal, whether pending in court or not, under such Ordinances, same shall not be affected by this Ordinance but may be prosecuted until final disposition by the courts.

SECTION 5.

This ordinance shall be in full force and effect from and after its date of passage,
AND IT IS SO ORDAINED.

Passed on this 19th day of December, 2022, by a vote of _____ to _____.

ATTEST:

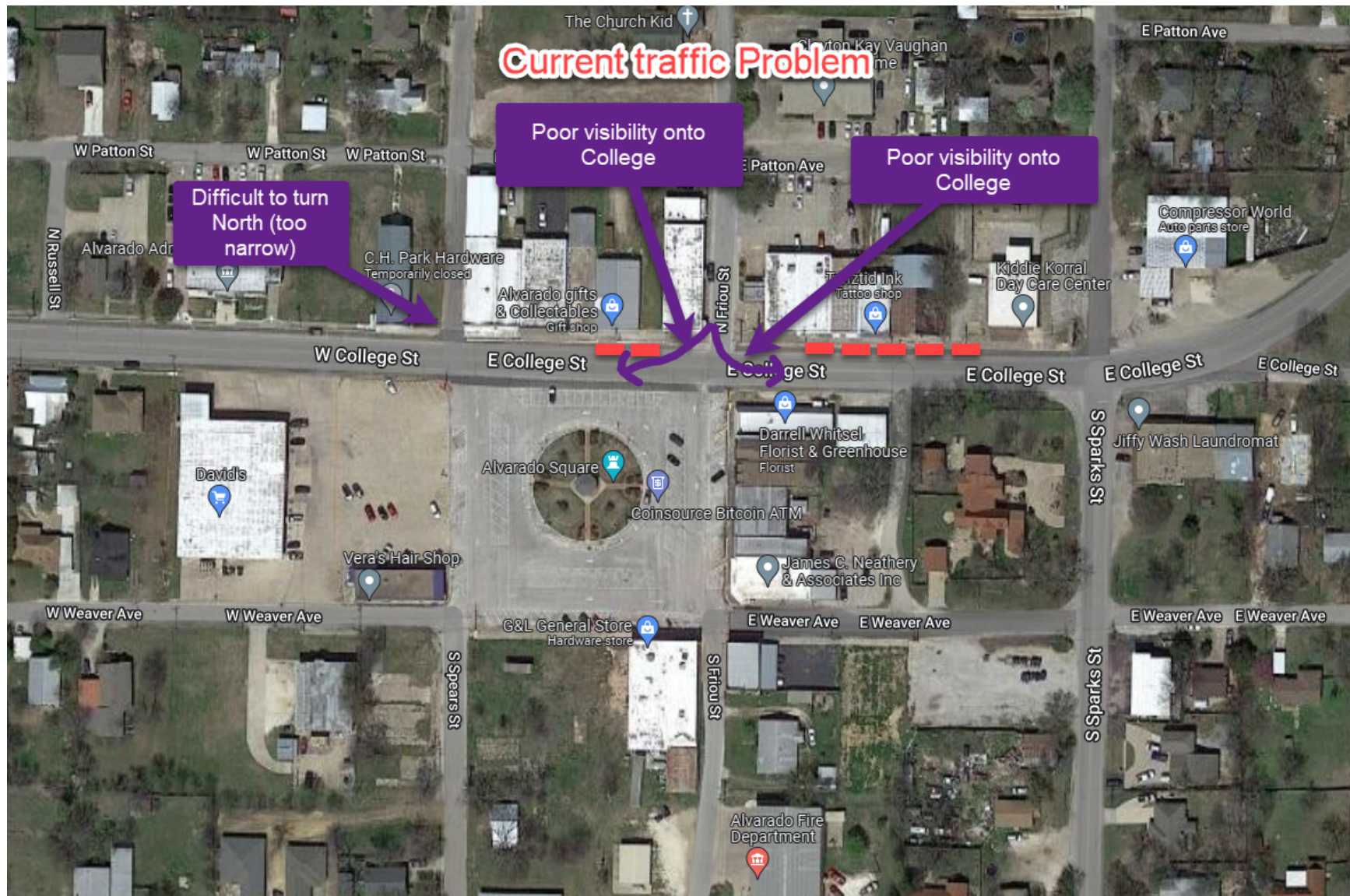
CITY OF ALVARADO

Beth A. Walls, City Secretary

Jacob Wheat, Mayor

Approved as to form and legality:

Ashley Dierker, Attorney







City Council Meeting Management Report

Meeting Date: December 19, 2022

Contact: Donielle Suber, Assistant to the City Manager

Phone: 817-790-3351, Option #7

AGENDA ITEM:

Consideration and action to authorize the City Manager to execute a construction contract with Long Horn Commercial Roofing Company, in the amount of \$49,744.82, to provide for the roof replacement at (Administration Building) 107 E. College Avenue, Alvarado, Texas.

BACKGROUND & FINDINGS:

Since the City of Alvarado acquired the 3,858 square feet building located at 107 E. College Avenue, in 2020, the existing roof has caused significant damage throughout the building's interior, derived from water leakage. Damages include mold, peeling paint, ceiling tile stains and warped/bowed flooring in various areas of the building. As a result, staff has temporarily halted relocating Administration staff, from City Hall to the Administration Building, until the roof replacement and other interior repairs are addressed.

Considering the existing spray foam roof is beyond its average lifespan (approximately 10-20 years), as well as damage to the interior of the Administration building, staff worked with four (4) different roofing companies to inspect and provide quotes for the project. A consensus recommendation, from these roofing companies, is to replace the roof.

In order for the building to be functional for City Administration use, the existing roof material will be replaced with Duro-last PVC membrane. A new roof would ensure functionality and reduce future maintenance costs. The overall scope of work is attached.

FINANCIAL IMPACT:

The project will cost \$49,744.82, including the removal of existing roof material, other roof repairs (i.e., damage drainage downspouts), and roof replacement.

RECOMMENDATION:

Staff recommends City Council authorize the City Manager to execute a construction contract with Longhorn Commercial Roofing in the amount of \$49,744.82 for roof replacement and other roof repairs at 107 E. College Avenue.

MANAGEMENT REVIEW:

Paul DeBuff, City Manager



RAPID RESTORATION TEXAS INC

Emergency water and fire restoration

Client: City of Alvarado Roof
Property: 1047 E College St
ALvarado, TX 76009

Home: (817) 659-9808

Operator: RAPIDRE2

Estimator: Josh Seifer
Company: Rapid Restoration Texas Inc
Business: 1285 n main
Mansfield, TX 76063

Business: (817) 907-3407
E-mail: Josh.
seifer@rapidrestorationtx.net

Type of Estimate: Water Damage

Date Entered: 11/29/2022

Date Assigned:

Price List: TXDF8X_NOV22

Labor Efficiency: Restoration/Service/Remodel

Estimate: 2022-11-29-1225-1



RAPID RESTORATION TEXAS INC

Emergency water and fire restoration

2022-11-29-1225-1

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
Roof Replacment	1.00 EA	0.00	76,250.00	0.00	76,250.00
Shingle: GAF or Carlisle					
Years Bonded: 20 yr					
Shingle Style: 60 mil TPO					
Color: White					
Ridge: N/A					
Underlayment/Valleys: Synthetic					
Plumbing/Venting/Drip: 5 pipe					
Attic Ventilation: N/A					
Vent Caps: N/A					
Drip Edge: N/A					
Paint: To match					
*Remove to level roof					
* Install 3/4" Wood Fiver					
* Replace Pipe Vents as necessary					
* Utilize termination bar around perimeter					
* Terminate over wall to west.					
*** Does not include 20 yr NDL. Will have to do a core test & remove additional layers for additional cost for NDL					
Totals: Roof				0.00	76,250.00
Line Item Totals: 2022-11-29-1225-1				0.00	76,250.00



Dallas / Fort Worth 817-645-5700
Austin 512-271-5909
San Antonio 210-446-3982
Houston 713-391-8444

LOCATIONS

EXHIBIT A PROPOSAL

1. Project Information

Longhorn Job No.: **06378**

Proposal Date: November 18, 2022

Project: **107 E College St**

Building Location: 107 East College St.
Alvarado, TX 76009

Contract Sum: **\$49,744.82** (Excluding applicable taxes)

Contractor: **Longhorn Commercial Roofing, LLC**
Corporate Office
PO Box 1208
Cleburne, Texas 76033-1208
(817) 645-5700 (Office)
renee@longhorncr.com

Client: **City of Alvarado**
104 W College St.
Alvarado, TX 76009
Donielle

Estimator: **Jo Fried/** jo@longhorncr.com



2. General:

This Proposal and the amounts contained herein shall be effective for sixty (60) days from the Proposal Date. This is merely a proposal and shall not constitute an offer or a contract. Once the proposal is accepted, the Contractor will attach this proposal as Exhibit A to the Construction Contract to be integrated into the terms therein.

3. Roof System: DURO-LAST 50MIL PVC MEMBRANE SYSTEM

Scope of Work: (Outlined in Yellow)

1. Tear off the existing roof down to the decking.
2. Fastener pullout tests must be conducted on the roof deck with approved fasteners to verify the integrity of the deck and to establish fastening patterns that meet the requirements of **Duro-Last** specifications.
3. Mechanically fasten new 2 layers of 2.2 iso (staggered)
4. Adhere new **Duro-Last 50MIL PVC membrane** to the roof, walls, and wrap wood blocking pipe supports.
 - a. Position the membrane on the prepared substrate so that it has sufficient time to relax prior to installation.
 - b. Weld with a robotic heat-welder (weld width is 2") where seams meet and around penetrations.
 - c. Probe each seam to ensure proper securement after welding is complete.
5. Install new **Exceptional Metals** metal edge (customer to choose color.) The membrane to be pulled tight and installed as wrinkle-free as possible.
6. Job-site to be cleaned daily.
7. Daily project reports will be sent to the City of Alavarado.



4. **Exclusions.** The following items are expressly excluded from the roofing system Scope of Work as a bid by the Contractor:
- Electrical
- Mechanical
- HVAC
5. **Warranty.** 15-Year DUROLAST NDL Supreme Warranty and 2-Year LCR Installers Warranty to issue upon completion and inspection of project and payment in full.
6. **Safety.** Workers will comply with industry-standard safety protocols and O.S.H.A.'s requirements. As required: Work area in the parking lot will be roped off with safety warning lines/tape for pedestrian and automobile safety (entrances and exits to the property will not be affected) and fall protection warning lines will be installed around the roof.





Roof Quote

City of Alvarado
107 E. College
Alvarado, TX

November 21, 2022

For Roof Replacement:

This quote is for a new roof. The existing roof is a closed cell foam roof that has weathered and aged. This type of roof can have a new closed cell foam roof installed over it without the need for removal of the existing roof. We can remove the existing roof but it is an unneeded expense. This quote is to apply a new layer of closed cell foam roofing on the roof and the turn up side walls. This will bring the roof to new condition and give it many years of life under normal weather conditions.

Total Cost: \$25,400

Thank you for the opportunity to help you with this need. If you have any questions please contact our office.

Kevin Jones
My Roofing

The contract on the face hereof and any agreement made pursuant thereto between Roofco, Inc. (the "Company") and the customer(s) (the "Customer") will be subject to all appropriate laws, regulations and ordinances, and to the following special terms.

- All proposals subject to approval of our office.
- Payment shall be made upon the following terms. Net cash on the completion of work.
- Should default be made in payment of the contract, charges shall be added from date thereof at a rate of one and one-half percent (1.5%) per month (1.5% PER ANNUM) with a minimum charge of \$2.00 per month, and if placed in the hands of an attorney for collection, all attorney's fees, and legal and filing fees shall be paid by customer accepting and contract.
- The Company shall have no responsibility for damages from fire, windstorm or other hazard, as normally contemplated to be covered by Builders Risk insurance, unless a specific written agreement be made therefore prior to commencement of the work.
- Replacement of deteriorated decking, fascia boards, roof jacks, ventilators, flashing, or other materials, unless otherwise stated in this contract, are not included and will be charged as an extra on a time and material basis.
- This proposal will expire 10 days from date unless extended in writing by the company. After 10 days, we reserve the right to revise our price in accordance with costs in affect at that time.
- The Company shall not be liable for failure of performances due to labor controversies, strikes, fires, weather, and inability to obtain materials from usual sources, or any other circumstances beyond the control of the Company whether of a similar or dissimilar nature.
- The Company is not responsible for any damage below the roof, due to leaks by excessive wind, ice, or hail during the period of the warranty.
- If material has to be reordered or restocked because of a cancellation by the Customer, there will be a restocking fee equal to fifteen percent (15%) of the contract price.
- This contract and warranty shall not be assigned and is non-transferable.
- Customer may cancel this contract at any time prior to midnight of the third business day after the date of this contract without cost. If this contract is cancelled by the Customer later than three (3) days from execution, customer shall pay to the Company fifteen (15%) of the contract price as liquidated damages, not as a penalty, and the Company agrees to accept such as a reasonable and just compensation for said cancellation.
- This contract cannot be cancelled once work is commenced except by mutual written agreement of the parties.
- This agreement constitutes the entire agreement between the parties. It may be changed only by written instrument signed by both parties.
- If any provision of this agreement should be held to be invalid or unenforceable, the validity and enforcement of the remaining provisions of this agreement shall not be affected thereby.
- Any representation, statement, or other communications, not written in this Contract are agreed to be immaterial, and not relied on by either party, and do not survive the execution of this Contract.
- Company not responsible for air conditioner lines, wiring, etc., that cannot be seen underneath the decking.

Accepted by
Owner/Agent X
Date Accepted _____
Claim # _____
Insurance Co. _____
Mortgage Co. _____

ROOFCO, INC.

1681 S. Walnut Grove, Suite 7
Midlothian, TX 76065
Phone (972) 230-8080

www.roofco.net

Attn: Donielle

Date 11-10-22
Customer City of Alvarado
Address Suburb@cityofalvarado.org
City Alvarado, TX
Bus. Phone 817-790-3351 Home Phone 214-790-3351
Job Address (if different) 107 E. College St.
Alvarado, TX 76009

CONTRACT

- ☒ Recover roof with TPO
☒ Style of shingles 60 mil
☒ Color of shingles white
☒ Tear off 1 layer
☒ 10 year manufacturer limited warranty
☐ Double all eaves
☐ Valley (type) _____
☐ Ridge (type) _____
☐ Roof stacks _____
☐ Repair _____
☒ Clean up and haul off roofing trash
☒ 5 year(s) guarantee of labor
☐ Clean gutters _____

SPECIAL ATTENTION AREAS

- ☐ Roll nail roller through yard
☐ Protect landscape during project
Special Instructions Tear off 1 layer & haul away. Install 1" ISO mechanically fastened. Install 60 mil heat welded seams & mechanically fastened to deck. Termination bar on all edges

(38,500⁰⁰ + tax if applicable)

WE HEREBY PROPOSE to furnish labor, materials and complete in accordance with the above specifications, for the sum of \$

THIS IS A CONTRACT SUBJECT TO SPECIFICATIONS ABOVE AND THE TERMS ON THIS PAGE

Accepted for
the Company by X



City Council Meeting Management Report

Meeting Date: December 19, 2022

Contact: Y. S. "Ram" Ramachandra, Interim City Engineer

AGENDA ITEM:

Consideration and action on a Professional Services Agreement from Berkhoff Engineers regarding updating Impact Fee Study.

BACKGROUND & FINDINGS:

The current impact fee study was adopted by the City in 2019. Current impact fee rates for water, wastewater and roadway for new developments were established from this 2019 study. Also, water, sewer and roadway infrastructure improvement projects, to be funded from the collected impact fees, to accommodate growth during 2019 – 2029 (10-year period) were also identified in the 2019 study.

The Local Government Code requires updating the impact fee study at least every five (5) years. Update can occur sooner than five-year interval should the projected growth rate in the community is more aggressive than anticipated. A few large residential subdivisions are anticipated to be developed in the next 2 to 7 years that could add approximately 4,500 residential units in the City. These proposed developments originated after the 2019 impact fee study. The City will need to revise/identify the infrastructure improvement projects under upcoming accelerated growth scenario, develop projected costs, and correspondingly revise water, sewer and roadway impact fees to adequately finance the projects for 10-year period from the time the new study is complete.

FINANCIAL IMPACT:

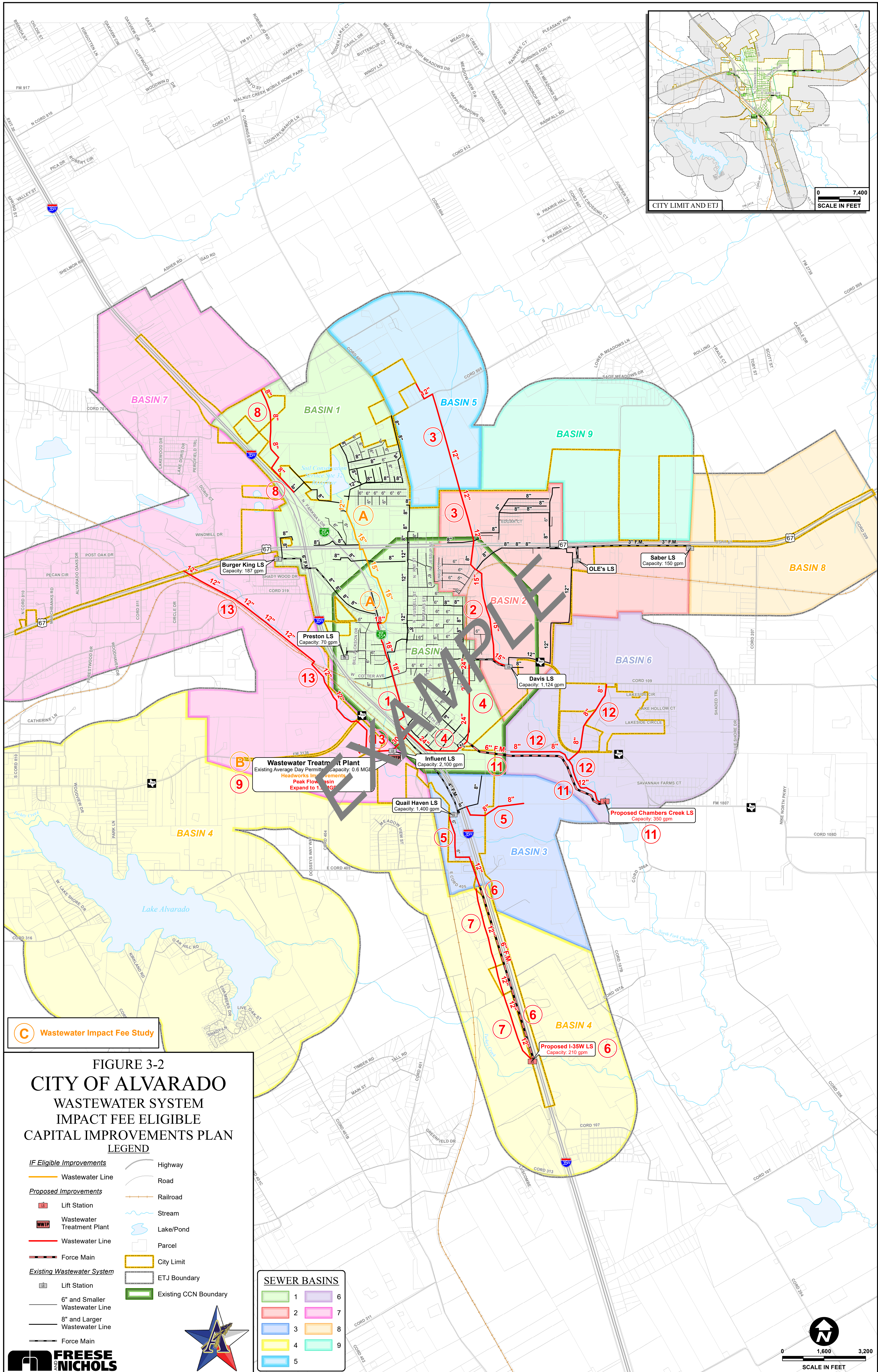
Fee proposed by Berkhoff engineers for providing professional engineering services to update Impact Fee study is a lump sum amount of \$47,000.

RECOMMENDATION:

Staff recommends City Council authorize the City Manager to execute a professional service agreement with Berkhoff Engineers for updating the impact fee study.

MANAGEMENT REVIEW:

Paul DeBuff, City Manager



PROFESSIONAL ENGINEERING SERVICES AGREEMENT 2022 WATER, WASTEWATER AND ROADWAY IMPACT FEE ANALYSIS

THIS AGREEMENT is made and entered into by and between the **City of Alvarado, Texas**, hereinafter referred to as "City", and **Birkhoff, Hendricks & Carter, L.L.P.**, hereinafter referred to as "Engineer", to be effective from and after the date as provided herein.

The City desires to engage the services of the Engineer to complete engineering services for the **2022 Water, Wastewater and Roadway Impact Fee Analysis**, hereinafter referred to as the "Project"; and the Engineer desires to render such engineering design services for the City under the terms and conditions provided herein. That for and in consideration of the covenants contained herein, and for the mutual benefits to be obtained hereby, the parties hereto agree as follows:

I. Employment of the Engineer

The City hereby agrees to retain the Engineer to perform professional engineering services in connection with the Project; Engineer agrees to perform such services in accordance with the terms and condition of this Agreement.

II. Scope of Services

The parties agree that Engineer shall perform such services as expressly set forth and described in Exhibit "A", which is attached hereto and thereby made a part of this Agreement. The parties understand and agree that deviations or modifications, in the form of written changes may be authorized from time to time by the City. Engineer shall have no further obligations or responsibilities for the project except as agreed to in writing. Engineer's services and work product are intended for the sole use and benefit of Client and are not intended to create any third party rights or benefits, or for any use by any other entity or person for any other purpose.

Engineer shall perform the professional engineering services with the professional skill and care ordinarily provided by competent engineers practicing in North Central Texas and under the same or similar circumstances and professional license. Professional services shall be performed as expeditiously as is prudent, considering the ordinary professional skill and care of a competent engineer.

III. Schedule of Work

The Engineer agrees to commence services immediately upon execution of this Agreement, and to proceed diligently with said service, except for delays beyond the reasonable control of Engineer.

IV. Compensation and Method of Payment

The parties agree that Engineer shall be compensated for all services provided pursuant to this Agreement in the amount and manner described and set forth in the Payment Schedule attached hereto as Exhibit "B" and thereby made a part of this Agreement. City agrees to pay invoices upon receipt. Statement for services shall include a line for previous payments, contract amount, and amount due current invoice.

V. Information To Be Provided By The City

The City agrees to furnish, prior to commencement of work, all information requested by Engineer that is available to the City.

VI. Insurance

Engineer agrees to procure and maintain for the duration of the contract Professional Liability Insurance (\$3,000,000), Worker's Compensation, General Liability and Automobile Insurance.

VII. Assignment and Subletting

The Engineer agrees that neither this Agreement nor the services to be performed hereunder will be assigned or sublet without the prior written consent of the City. The Engineer further agrees that the assignment or subletting of any portion or feature of the work or materials required in the performance of this Agreement shall not relieve the Engineer from its full obligations to the City as provided by this Agreement.

VIII. Contract Termination

The parties agree that City or the Engineer shall have the right to terminate this Agreement without cause upon thirty (30) days written notice to the other. In the event of such termination without cause, Engineer shall deliver to City all finished or unfinished documents, data, studies, surveys, drawings, maps, models, reports, photographs or other items prepared by Engineer in connection with this Agreement. Engineer

shall be entitled to compensation for any and all services completed in accordance with the provisions of this Agreement prior to termination.

IX. Engineer's Opinion of Cost

The parties recognize and agree that any and all opinions of cost prepared by Engineer in connection with the Project represent the best judgment of Engineer as a design professional familiar with the construction industry, but that the Engineer does not guarantee that bids solicited or received in connection with the Project will not vary from the opinion by the Engineer.

X. Construction

On projects that include construction, the Owner recognizes that the Contractor and Subcontractors will be solely in control of the Project site and exclusively responsible for construction means, methods, scheduling, sequencing, jobsite safety, safety programs, and compliance with all construction documents and directions from Owner or Building Officials. Construction contracts are between the Client and the Construction Contractor. Consultant shall not be responsible for construction related damages, losses, costs, or claims; except only to the extent caused by Consultant's sole negligence.

XI. Ownership of Documents

Original drawings, specifications and reports are the property of the Engineer; however, the Project is the property of the City. City shall be furnished with such reproductions of drawings, specifications and reports. Upon completion of the services or any earlier termination of this Agreement under Article VIII, Engineer will revise drawings to reflect changes made during construction as reported by the City and contractor, and will furnish the City with one set of construction record drawings in accordance with terms provided in Exhibit "A" – Engineering Services.

All deliverables shall be furnished, as an additional service, at any other time requested by the City when such deliverables are available in the Engineer's record keeping system.

XII. Complete Contract

This Agreement, including the exhibits hereto numbered "A" through "B" constitutes the entire agreement by and between the parties regarding the subject matter hereof, and supersedes all prior or contemporaneous written or oral understanding. This agreement may only be amended, supplemented, modified or canceled by a duly executed written agreement.

XIII. Mailing of Notices

Unless instructed otherwise in writing, Engineer agrees that all notices or communications to City permitted or required under this Agreement shall be addressed to City at the following address:

Mr. Paul DeBuff
City Manager
City of Alvarado
104 W. College
Alvarado, Texas 76009

City agrees that all notices or communications to Engineer permitted or required under this Agreement shall be addressed to Engineer at the following address:

Mr. Craig M. Kerkhoff, P.E., C.F.M.
Birkhoff, Hendricks & Carter, L.L.P.
11910 Greenville Ave., #600
Dallas, Texas 75243
Phone: (214) 361-7900
ckerkhoff@bhcllp.com

All notices or communications required to be given in writing by one party or the other shall be considered as having been given to the addressee on the date such notice or communication is posted by the sending party.

XIV. Texas Board of Professional Engineers & Land Surveying Contact Information

Recipients of professional land surveying services under this agreement may direct complaints regarding such services to the Texas Board of Professional Engineers & Land Surveyors, 1917 South Interstate 35, Austin, Texas 78741, Phone (512) 440-7723.

XV. Contract Amendments

This Agreement may be amended only by the mutual agreement of the parties expressed in writing.

XVI. Effective Date

This Agreement shall be effective from and after execution by both parties hereto, with originals in the hand of both parties.

WITNESS OUR HANDS AND SEALS on the date indicated below.

CITY OF ALVARADO, TEXAS
General Law Municipality

BIRKHOFF, HENDRICKS & CARTER, L.L.P.
A Texas Limited Liability Partnership
Texas Board of Professional Engineers & Land Surveyors
Engineering Firm No. 526
Land Surveying Firm No. 100318-06

By: _____

By: 
Craig M. Kerkhoff, P.E., C.F.M.

Date: _____

Date: 12/7/22

ATTEST

By: _____

EXHIBIT “A”

ENGINEERING SERVICES

2022 WATER, WASTEWATER AND ROADWAY IMPACT FEE ANALYSIS

This work program is designed to Update the Water, Wastewater and Roadway Impact Fees for the City of Alvarado as prescribed by Chapter 395 of the Texas Local Government Code. There are three major professional disciplines in this process: (1) planning; (2) engineering; and (3) legal. Each performs specific tasks in preparing required documentation, information and ordinances.

The Consultant will meet with the City staff, City Planning Department (or Consultant), the City’s Attorney and others that will participate in the process. The purpose of the meeting will be to establish schedules, coordinate work efforts, ensure all work products are in acceptable formats, and discuss related program issues. The Consultants will discuss the various aspects of the project, identify policy issues which may need to be addressed, and discuss options and specific requirements of the state statute. After this discussion, the consultant will prepare a schedule which will set completion dates for each task. The entire process is expected to take three (3) to (4) months to complete.

In accordance with state law, an advisory committee must be appointed to review and comment on all work products related to the impact fee program. The City has several options, but most cities in Texas are appointing the Planning and Zoning Commission as the advisory committee for impact fees. The Consultants will also meet with the advisory committee to inform them of their role in the process.

Part I: Water and Sewer Impact Fee Update

A. Coordination and Scheduling:

1. Establish and the impact fee evaluation and adoption schedule. This includes scheduling a project initiation meeting, Impact Fee Advisory Meeting, public notices and schedules and Final Public Hearing(s).

B. Land Use Assumptions for Impact Fees

1. The land use assumptions for impact fees will be based on:
 - a) A water and wastewater Planning Boundary as envisioned and provided by the City of Alvarado.
 - b) Land Use Assumptions provided by the City of Alvarado. This information may be in the form of a current or modified Comprehensive Plan.
 - c) Existing population data as provided by the City of Alvarado.
 - d) 10-year Growth Assumptions as projected by the City of Alvarado for the impact fee planning boundary.

2. The final impact fee report will include a Land Use Assumptions section that memorializes this information provided by the City of Alvarado and utilized for the water and wastewater impact fee calculation.

C. Engineering Analysis for the Water and Wastewater Impact Fee Calculation

1. The impact fee calculation will be based on a single water and wastewater service area that is bounded by the projected City Planning Boundary.
2. Inventory existing water and wastewater facilities eligible for the Impact Fee Recovery and list the cost and debt service for each as provided by the City of Alvarado. These Recovery facilities normally include, but are not limited to:
 - a. Groundwater wells and pumps
 - b. Ground storage tanks
 - c. High service pump stations
 - d. Large diameter water lines (8-inch and above)
 - e. Elevated storage tanks
 - f. Sanitary sewer lift stations and force mains
 - g. Wastewater treatment plant.
3. Development of a 10-year Capital Improvement Plan (C.I.P.) for both the water and wastewater systems including cost estimates and implementation schedule. The 10-year Capital Improvement Program will be based on land use and growth assumptions provided by the City of Alvarado.
4. Establish a basis for the water and wastewater impact fee Living Unit Equivalent (LUE). The most accepted method for this determination is a LUE's based on water meter size. Water meter count by size shall be provided by the city.
5. For each water and wastewater project included in the impact fee Capital Improvement Plan and Recovery list, determine the capacity currently utilized, total capacity available, the capacity utilized over the impact fee period.
6. Calculate the water and wastewater impact fee based on the actual cost of projects eligible for Recovery (existing water and wastewater facilities) , projected cost of projects on the 10-year C.I.P., living unit equivalent growth, and the utilized capacity of the facilities over the 10-year period. In accordance with Local Government Code Chapter 395, the maximum water and wastewater fee will be based on 50% of calculated fees.
7. Coordinate information and findings with City staff.
8. Attend one (1) staff meeting to discuss project approach, project identification, study findings, interim reports, and final conclusions and recommendations.
9. Attend one (1) Advisory Board meeting
10. Attend one (1) Impact Fee Update Public Hearing

D. Impact Fee Deliverables

1. Prepare and deliver one (1) unbound original plan document of the Engineering Analysis for the Impact Fee Report, sealed, signed and dated by the engineer of record. The report will be capable of reproduction by the City.
2. Prepare and deliver one (1) electronic file in PDF file format the Engineering Analysis for the Impact Fee Report.
3. Prepare and deliver in word.docx file format the public meeting notices for the City's use.

E. City's Responsibility

1. Establishing the Impact Fee Advisory Committee (Normally the Planning and Zoning Commission and at least one member from the ETJ)
2. Determination of the Planning Boundary for the water and wastewater systems
3. Land Use Assumptions for Impact Fees. This could be in the form of confirmation (or modification) of the City's adopted Comprehensive Plan (as available)
4. Population Projections: 2022, 2032 and at Buildout.
5. Historic project cost for projects included in the Capital Recovery List. Eligible cost may include:
 - a. Planning, engineering cost and construction administration cost
 - b. Materials testing and inspection fees
 - c. Actual construction cost
 - d. Land rights cost
 - e. Legal Fees
 - f. Debt Service
6. Existing Water Meter Count by Size and Use.

Part II: Roadway Impact Fee Update

1. LEE will meet with the City and BHC to gather data, discuss methodologies, confirm project schedule, and discuss the City's needs for the roadway impact fees. We will gather information on the most recent legal requirements for roadway impact fees and methodologies that have been successfully implemented.
2. LEE will collect any available basemap, demographic, traffic volume and roadway data provided by the City and/or BHC. Any available land use, population and employment projections for use in this effort, as well as information on the City Limits and ETJ will also be requested. LEE will identify any additional data needs and gather the information required.
3. LEE will review traffic survey zones and a map of the City and identify possible service areas. The goal in developing the service area boundaries will be to make the service areas as large as allowed by State law and to share major projects between service areas where possible. We will review these boundaries with BHC and City Staff to identify any required modifications. At this time, we anticipate using one (1) service area for the City.

4. We will review existing land use data provided by the City and compile it into a format for use in developing the roadway impact fees. The number of vehicle trips generated by the existing land uses and average trip lengths, if necessary, will be calculated.
5. LEE will review projected land use, population and employment data and identify new traffic demands that will be generated during the PM peak hour in the next 10 years and at ultimate build-out of the City.
6. LEE will review and/or assist in the development of the proposed 10-year roadway improvement plan to ensure that projected traffic demands will be served. Any modifications or additions to the plan to meet projected demands will be identified by LEE. Only projects that are eligible for roadway impact fee funding will be included. Other eligible recoupment projects such as traffic signal installations will also be identified.

Cost information on the roadway improvement projects will be provided by BHC. All of this data will be compiled and assigned to service areas for use in calculating roadway impact fees.

7. LEE will use existing land use data and the growth assumptions to develop service unit generation data under existing, 10-year, and build-out (ultimate) conditions. A Service Unit Equivalency table will be developed from this data.
8. Based on the projected growth data, service unit equivalents, and project cost data, a maximum fee per service unit will be calculated for the service area. For this proposal, it was assumed that the maximum fee per service unit will be 50 percent of the total projected updated cost of implementing the capital improvements plan.
9. LEE will produce and deliver five (5) bound copies of the Preliminary Roadway Impact Fee Report that documents the study procedures and results for BHC and City review. After incorporating review comments, we will produce and deliver up to ten (10) bound copies of the Final Draft Roadway Impact Fee Report. Upon approval of the roadway impact fees, LEE will produce and deliver up to ten (10) bound copies of the Final Roadway Impact Fee Report. One (1) unbound original Final Roadway Impact Fee Report will also be provided, as well an electronic version of the Report in PDF format.
10. As part of the impact fee development process, LEE will participate in up to three (3) public meetings with the Impact Fee Advisory Committee and/or Public Hearings. Additional public meetings will be considered beyond the scope of the agreement and will be billed as additional work.

Part III: Exclusions

The intent of this scope of services is to include only the services specifically listed herein and none others. Services specifically excluded from this scope of services include, but are not necessarily limited to the following:

- 1) Legal Services
- 2) Preparation of the Water, Wastewater and Roadway Impact Fee Ordinance
- 3) Public Notice Notifications
- 4) Scheduling of Advisory Committee and Council Meeting
- 5) Public Meetings beyond One (1) Advisory Committee Meeting and Two (2) Public Hearing on the Adoption of Impact Fees
- 6) Fiduciary responsibility to the City

Part IV: Terms and Conditions For Electronic File Transfers

Electronic files are transmitted on the terms and conditions below:

By opening, accessing, copying or otherwise using the transmitted electronic files, these terms and conditions are accepted by the user.

- A. The electronic files are compatible with the following software packages operating on a PC using Windows operating systems:
 - Autocad Civil 3D 2022 , Civil 3D 2017
 - Innovyse InfoWater Pro 3.0 with ESRI Arc Pro 2.7
 - Innovyze InfoSewer Pro 7.6 with ESRI Arc Map 10.4
 - ESRI 10.4
 - MS Office 365
 - Bluebeam Revu (PDF) Ver 10 - Ver 2020
- B. Birkhoff, Hendricks & Carter, L.L.P. makes no warranty as to the compatibility of these files beyond the specified release of the above stated software.
- C. Because data stored on electronic media can deteriorate undetected or be modified, Birkhoff, Hendricks & Carter, L.L.P. will not be held liable for completeness or correctness of electronic media.
- D. The electronic files are instruments of our service. Where there is a conflict between the hard copy drawings and the electronic files, Birkhoff, Hendricks & Carter, L.L.P.'s hard copy file will govern in all cases.

- E. Electronic files may only be modified in accordance with the Texas Engineering Practice Act for modifying another Engineer's design.

EXHIBIT “B”
PAYMENT SCHEDULE

Payment for Services described under in this agreement be on a Lump Sum Basis of **\$47,000**.

Water and Sewer Impact Fee	\$24,000
Roadway Impact Fee	\$23,000

Payments are to be made on a monthly based percent of the scope of work complete. The maximum overall fee established herein shall not be exceeded without written authorization from the City based on increased scope of services.

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Birkhoff, Hendricks & Carter
Dallas, TX United States

Certificate Number:
2022-958364

Date Filed:
11/23/2022

Date Acknowledged:

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

City of Alvarado

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

Professional Engr Services
2022 Water and Wastewater Impact Fees

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Hickey, Mat	Dallas, TX United States	X	
	Kerkhoff, Craig	Dallas, TX United States	X	
	Birkhoff, John	Dallas, TX United States	X	
	Hendricks, Gary	Dallas, TX United States	X	
	Chaney, Derek	Dallas, TX United States	X	
	Mata, Andrew	Dallas, TX United States	X	

5 Check only if there is NO Interested Party.

☐

6 UNSWORN DECLARATION

My name is Craig M. Kerkhoff, and my date of birth is October 10, 1982.

My address is 11910 Greenville Ave, Suite 600, Dallas, Texas, 75243, USA.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Dallas County, State of Texas, on the 23rd day of November, 2022.
(month) (year)

Signature of authorized agent of contracting business entity
(Declarant)



City Council Meeting Management Report

Meeting Date: December 19, 2022

Contact: Y. S. "Ram" Ramachandra, Interim City Engineer

AGENDA ITEM:

Consideration and action on a Professional Service Agreement from Berkhoff Engineers regarding a lift station design/gravity line feasibility study.

BACKGROUND & FINDINGS:

Existing lift station on Davis Street (generally referred to as Davis Street Lift Station), though working well and is generally in good working condition, is in need of expansion. The expansion is required to accommodate additional wastewater flow that would be generated by proposed large residential subdivisions that are anticipated to be developed in the next 2 to 7 years.

Upon City staff solicitation, Berkhoff Engineers has provided a scope and fee proposal to provide professional engineering services for the project. As a part of the scope of services, Berkhoff Engineers will evaluate alternate options before developing a detail design:

OPTION A – Gravity sewer line from the current lift station location to Maple Avenue/5th Street location. If this option of installing a gravity sewer line is determined to work, Davis Street lift station can be decommissioned. Preliminary estimated cost of construction for this option is in \$4 million range

OPTION B – Davis Street Lift Station Expansion. This option will be moved forward with if OPTION A is determined to be not feasible. This option involves expansion of the lift station by reconstructing the lift station with a larger wet well, higher duty motor and pumps and associated electrical and instrumentation work that could increase the capacity of the lift station from the current less than 1 MGD to 6 MGD flow. Preliminary estimated cost of construction for this option is in \$5 to \$7 million range. The cost could be even higher depending on the market conditions at the time of bidding.

Source of funds for construction of the project is yet to be finalized.

FINANCIAL IMPACT:

Fee proposed by Berkhoff engineers for providing professional engineering services for Davis Street Sanitary Sewer project is \$405,600.

RECOMMENDATION:

Staff recommends City Council authorize the City Manager to execute a professional service agreement with Berkhoff engineer for Davis Street Sanitary Sewer Project.

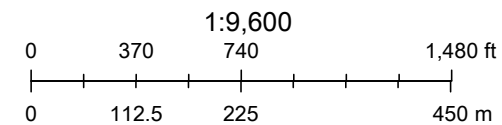
MANAGEMENT REVIEW:

Paul DeBuff, City Manager

Davis Street Sanitary Sewer Project



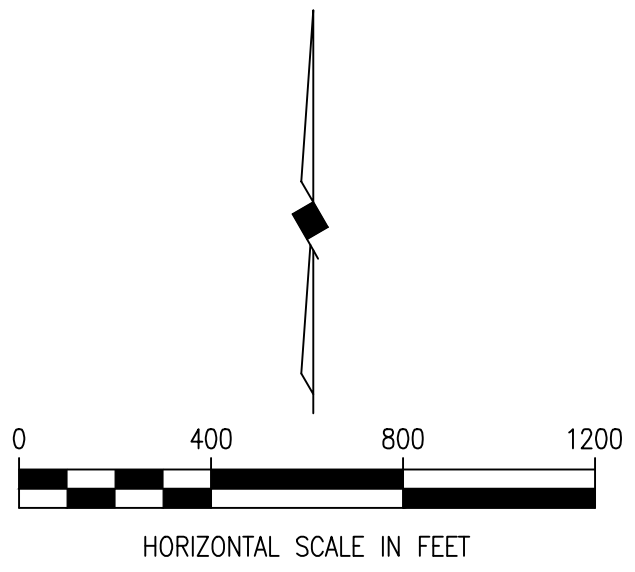
12/13/2022, 5:29:48 PM



Esri, HERE, Garmin, GeoTechnologies, Inc., Intermap, NGA, USGS

Johnson Central Appraisal District, BIS Consulting - www.bisconsulting.com

Disclaimer: This product is for informational purposes only and has not been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of boundary lines. Page 88 of 110



OPTION B
6-MGD LIFT STATION
& 18" FORCE MAIN

OPTION A
24" GRAVITY
SANITARY SEWER

E. DAVIS AVE. (FM 1807)

8TH ST.

SANTA FE ST.

EZELL ST.

24" SAN. SEW.
(BY OTHERS)

PROFESSIONAL ENGINEERING SERVICES AGREEMENT DAVIS STREET SANITARY SEWER PROJECT

THIS AGREEMENT is made and entered into by and between the **City of Alvarado, Texas**, hereinafter referred to as "City", and **Birkhoff, Hendricks & Carter, L.L.P.**, hereinafter referred to as "Engineer", to be effective from and after the date as provided herein.

The City desires to engage the services of the Engineer to complete engineering services for the ***Davis Street Sanitary Sewer Project***, hereinafter referred to as the "Project"; and the Engineer desires to render such engineering design services for the City under the terms and conditions provided herein. That for and in consideration of the covenants contained herein, and for the mutual benefits to be obtained hereby, the parties hereto agree as follows:

I. Employment of the Engineer

The City hereby agrees to retain the Engineer to perform professional engineering services in connection with the Project; Engineer agrees to perform such services in accordance with the terms and condition of this Agreement.

II. Scope of Services

The parties agree that Engineer shall perform such services as expressly set forth and described in Exhibit "A", which is attached hereto and thereby made a part of this Agreement. The parties understand and agree that deviations or modifications, in the form of written changes may be authorized from time to time by the City. Engineer shall have no further obligations or responsibilities for the project except as agreed to in writing. Engineer's services and work product are intended for the sole use and benefit of Client and are not intended to create any third party rights or benefits, or for any use by any other entity or person for any other purpose.

Engineer shall perform the professional engineering services with the professional skill and care ordinarily provided by competent engineers practicing in North Central Texas and under the same or similar circumstances and professional license. Professional services shall be performed as expeditiously as is prudent, considering the ordinary professional skill and care of a competent engineer.

III. Schedule of Work

The Engineer agrees to commence services immediately upon execution of this Agreement, and to proceed diligently with said service, except for delays beyond the reasonable control of Engineer.

IV. Compensation and Method of Payment

The parties agree that Engineer shall be compensated for all services provided pursuant to this Agreement in the amount and manner described and set forth in the Payment Schedule attached hereto as Exhibit "B" and thereby made a part of this Agreement. City agrees to pay invoices upon receipt. Statement for services shall include a line for previous payments, contract amount, and amount due current invoice.

V. Information To Be Provided By The City

The City agrees to furnish, prior to commencement of work, all information requested by Engineer that is available to the City.

VI. Insurance

Engineer agrees to procure and maintain for the duration of the contract Professional Liability Insurance (\$3,000,000), Worker's Compensation, General Liability and Automobile Insurance.

VII. Assignment and Subletting

The Engineer agrees that neither this Agreement nor the services to be performed hereunder will be assigned or sublet without the prior written consent of the City. The Engineer further agrees that the assignment or subletting of any portion or feature of the work or materials required in the performance of this Agreement shall not relieve the Engineer from its full obligations to the City as provided by this Agreement.

VIII. Contract Termination

The parties agree that City or the Engineer shall have the right to terminate this Agreement without cause upon thirty (30) days written notice to the other. In the event of such termination without cause, Engineer shall deliver to City all finished or unfinished documents, data, studies, surveys, drawings, maps, models, reports, photographs or other items prepared by Engineer in connection with this Agreement. Engineer

shall be entitled to compensation for any and all services completed in accordance with the provisions of this Agreement prior to termination.

IX. Engineer's Opinion of Cost

The parties recognize and agree that any and all opinions of cost prepared by Engineer in connection with the Project represent the best judgment of Engineer as a design professional familiar with the construction industry, but that the Engineer does not guarantee that bids solicited or received in connection with the Project will not vary from the opinion by the Engineer.

X. Construction

On projects that include construction, the Owner recognizes that the Contractor and Subcontractors will be solely in control of the Project site and exclusively responsible for construction means, methods, scheduling, sequencing, jobsite safety, safety programs, and compliance with all construction documents and directions from Owner or Building Officials. Construction contracts are between the Client and the Construction Contractor. Consultant shall not be responsible for construction related damages, losses, costs, or claims; except only to the extent caused by Consultant's sole negligence.

XI. Ownership of Documents

Original drawings, specifications and reports are the property of the Engineer; however, the Project is the property of the City. City shall be furnished with such reproductions of AutoCAD Civil 3D files, shapefiles, specifications and reports. Upon completion of the services or any earlier termination of this Agreement under Article VIII, Engineer will revise drawings to reflect changes made during construction as reported by the City and contractor, and will furnish the City with one set of construction record drawings in accordance with terms provided in Exhibit "A" – Engineering Services.

All deliverables shall be furnished, as an additional service, at any other time requested by the City when such deliverables are available in the Engineer's record keeping system.

XII. Complete Contract

This Agreement, including the exhibits hereto numbered "A" through "C" constitutes the entire agreement by and between the parties regarding the subject matter hereof, and supersedes all prior or contemporaneous written or oral understanding. This agreement may only be amended, supplemented, modified or canceled by a duly executed written agreement.

XIII. Mailing of Notices

Unless instructed otherwise in writing, Engineer agrees that all notices or communications to City permitted or required under this Agreement shall be addressed to City at the following address:

Mr. Paul DeBuff
City Manager
City of Alvarado
104 W. College
Alvarado, Texas 76009

City agrees that all notices or communications to Engineer permitted or required under this Agreement shall be addressed to Engineer at the following address:

Mr. Craig M. Kerkhoff, P.E., C.F.M.
Birkhoff, Hendricks & Carter, L.L.P.
11910 Greenville Ave., #600
Dallas, Texas 75243
Phone: (214) 361-7900
ckerkhoff@bhcllp.com

All notices or communications required to be given in writing by one party or the other shall be considered as having been given to the addressee on the date such notice or communication is posted by the sending party.

XIV. Texas Board of Professional Engineers & Land Surveying Contact Information

Recipients of professional land surveying services under this agreement may direct complaints regarding such services to the Texas Board of Professional Engineers & Land Surveyors, 1917 South Interstate 35, Austin, Texas 78741, Phone (512) 440-7723.

XV. Contract Amendments

This Agreement may be amended only by the mutual agreement of the parties expressed in writing.

XVI. Effective Date

This Agreement shall be effective from and after execution by both parties hereto, with originals in the hand of both parties.

WITNESS OUR HANDS AND SEALS on the date indicated below.

CITY OF ALVARADO, TEXAS

General Law Municipality

BIRKHOFF, HENDRICKS & CARTER, L.L.P.

A Texas Limited Liability Partnership

Texas Board of Professional Engineers & Land Surveyors

Engineering Firm No. 526

Land Surveying Firm No. 100318-06

By: _____

By:  _____

Craig M. Kerkhoff, P.E., C.F.M.

Date: _____

Date: 12/7/22 _____

ATTEST

By: _____

EXHIBIT “A”

ENGINEERING SERVICES

DAVIS STREET SANITARY SEWER PROJECT

The project intent is to upgrade the capacity of the sanitary sewer system from the existing Davis Street Lift Station to the currently under construction Maple Street Sewer project. Within the preliminary engineering phase, the primary option of a gravity sewer line will be evaluated to determine if adequate elevation exists between the existing lift station and Maple Street sewer, while coordinating with the developer that currently owns the land that this alignment will be placed within. The downstream sanitary sewer line being constructed is a 24-inch line. While that same size will be evaluated with the gravity option, a variance from the TCEQ will be explored if a larger size sewer line can be constructed with this project, with downstream improvements to follow at a later date. While a single existing gas line exists within the site, it is unknown if other utilities are in the area and will be in conflict. Within our preliminary engineering phase, our survey crew will utilize the 8-1-1 utility locate service prior to field surveying.

If during the preliminary engineering phase, it is determined that the gravity option is not viable, a new lift station will be designed under the Final Design phase to replace the existing lift station. With the ultimate design flow for the proposed lift station would be 6 MGD, a phased lift station would be included in the design. With as much infrastructure being designed with the initial phase to handle the ultimate design flow but smaller pumps that would allow the City to operate the lift station more efficiently in the initial phase. For purposes of this scope, it is assumed that the new lift station will be located adjacent to the existing with adequate space available (and able to be obtained by the City). If a lift station is required, coordination with the City will be required regarding the sizing and alignment of the force main to be connected to the Maple Street Sewer project. The force main size for the ultimate flow rate will be approximately 18-inches. However, the initial phase of the lift station may not support an 18-inch force main requiring planning for future force mains in parallel or replacement.

Two plat and field notes are included in the budget in the event an easement is required for the lift station site or through the development. Legal documentation for the easement agreement, and easement acquisition, will be by the City. For the purposes of this contract, it is assumed permits from TxDOT will not be required.

Part I: Preliminary Design

- A. Set the alignment and preliminary grade of the 24-inch sanitary sewer line. Coordination with the development to the south to explore adjustments within the conceptual plan of the subdivision to shorten the potential route of the gravity sewer line. Coordination regarding the subdivisions mass grading plan will also be completed, if available.
- B. Utilizing field survey, create a plan and profile of the 24-inch sanitary sewer line along the proposed route to determine the available slope, the depth of the proposed pipe, and identify potential conflicts with utilities that are located in the field (8-1-1). Draw down

of the existing lift station will be required to verify that all influent gravity lines into the existing wet wells are field surveyed.

- C. Two (2) design meetings are included with City staff and stake holder parties for this project.
- D. Preliminary Engineering Report conveying the basis of design for the gravity option for reference by the City to provide direction regarding Final Design direction of gravity sewer or lift station design.

Part II: Final Design

Final design scopes are provided for both the gravity option and the lift station/force main options. Written direction from the City shall be received prior to commencing design of either option. While scopes for both options are included, it is intended that only one design will be commenced with this contract.

Gravity Sewer Design

- A. Construction Plan-Profile Sheets prepared at a scale of not less than 1"= 20'
- B. Abandonment Plans for the existing lift station
- C. Prepare Coordinate control plan
- D. Prepare Standard Details
- E. Prepare Special Details
- F. Create Cover Sheet, Location Map and Sheet Index
- G. Develop erosion control plan.
- H. Submittals to State Regulatory Agencies, as required
- I. Coordination with other Franchise Utility companies
- J. Three (3) Design review meetings
- K. Submit set of 30%, 60% and 90% review plans and specifications for City review. All submittals shall be via electronic file format (Adobe Acrobat file format or equal)
- L. Prepare preliminary bid schedule, specifications and contract documents using NCTCOG Standard Specifications as the base.
- M. Prepare final quantity take-off and formulate opinion of probable construction cost based on final plans.

- N. Prepare final bid documents including bid proposal forms, construction contract documents, construction plans and technical specifications.

Lift Station and Force Main Design

- A. Prepare engineering design report and submit to City for coordination of technical items prior to final design. Report to include:
1. Preliminary site plan and proposed force main route schematic, including property ownership
 2. Select a submersible pump capable of handling expected peak flows based on the developed system curve
 3. Sizing of soft starter for pump and motor selection
 4. Calculated cycle times and float on/off settings
 5. Calculation of storage and retention capacity
 6. Preliminary sizing of switchgear and size of proposed standby generator
- B. Coordinate and define City SCADA upgrades required for the lift station with the City's integrator
- A. Prepare construction plan cover sheet with location map and sheet index.
- B. Prepare site plan sheet for the Lift Station
- C. Prepare section of proposed wet well and valve vault piping improvements
- D. Prepare electrical drawings for the Lift Station. Electrical drawings shall include:
1. One Line Diagrams
 2. Motor Control Center Sections
 3. Electrical Schedules
 4. Control Schematics
 5. Lift Station Electrical Room Plan
 6. Control Block Diagram
 7. Electrical Standard Details Related to Project
- E. Coordinate with electric service provider to confirm transformer requirements and existing service.
- F. Structural design wet well and foundation design for the standby emergency generator and load bank to be completed by structural engineering sub-consultant Ronald A. Roberts Associates, Inc.

- G. Prepare coordinate control plan.
- H. Set the horizontal and vertical alignment for proposed force main
- I. Preparation of construction plan-profile sheets at a scale of not less than 1" = 40' for force main.
- J. Prepare construction details.
- K. Provide preliminary plans to utility companies to confirm utility company facility located from field surveys
- L. Develop erosion control plan.
- M. Prepare preliminary bid schedule, specifications and contract documents using NCTCOG Standard Specifications as the base.
- N. Submit set of 30%, 60% and 90% review plans and specifications for City review. All submittals shall be via electronic file format (Adobe Acrobat file format or equal)
- O. Prepare final quantity take-off and formulate opinion of probable construction cost based on final plans.
- P. Prepare final bid documents including bid proposal forms, construction contract documents, construction plans and technical specifications.

Part III: Bidding Phase:

- A. The City will publish notices in the newspaper recognized by the City Council as the official newspaper for the City of Alvarado. BHC will post the plans for bid advertisement on Civcast.
- B. The Engineer will answer online questions in order submitted, in addition the Engineer will prepare addenda to modify the plans and specifications. Questions must be submitted by potential bidders a minimum of 72-hours before the bid opening. All addenda shall be posted a minimum of 24-hours before the bid opening.
- C. Assist during opening of bids and provide bid tabulation sheets.
- D. Complete cursory review of bid documents to determine that the bid includes all sheets of the Engineer's office original file set.
- E. Obtain experience record and references from the apparent low bidder. Check references of apparent low bidder.

- F. Formulate opinion from information received and provide a letter of recommendation for award of a construction contract. Bid tabulation summary sheets will also be sent to the City.

Part IV: Construction Phase

- A. After award of contract, furnish two (2) sets of 11" x 17" and two (2) sets of 22" x 34" final plans, specifications and contract documents to the City for construction use by the City and Contractor.
- B. Attend the Pre-Construction Conference, including preparing an agenda.
- C. Attend coordination meetings with contractor, quality control personnel, and City representatives as required to discuss strategy, problem areas, progress, and other coordination matters (6 meetings are included).
- D. Review shop drawings and other submittal information which the Contractor submits. This review is for the benefit of the Owner and covers only general conformance with information stated by the Contract Documents. The contractor is to review and stamp their approval on submittals prior to submitting to the Engineer. Review by the Engineer does not relieve the Contractor of any responsibilities, safety measures or the necessity to construct a complete and workable facility in accordance with the Contract Documents. Review of shop drawings will be completed by review of electronic PDF files provided by the Contractor.
- E. Provide written responses to requests for information or clarification to City or Contractor. Responses will be in electronic format.
- F. Prepare and process routine change orders for this project as they pertain to the original scope of work. Transmittal will be electronically and will include construction plan sheet changes.
- G. Make periodic site visits during construction as the project requirements dictate. Minimum of one project site visit per month.
- H. Prepare monthly pay request from information obtained from Contractor and/or City Inspector, and prepare pay request along with letter of recommendation for payment. Pay requests will be transmitted electronically.

- I. Accompany the City during their final inspection of the project. Prepare City's punch list and transmit it electronically.
- J. Prepare Record drawing utilizing information from the contractor and on-site representative. Record drawings will be transmitted electronically in PDF format.

Part V: Additional Services

- A. Field and Boundary Survey
- B. Preparation of Plat and Field Note Descriptions for possible sanitary sewer easements required. Two (2) easement descriptions are included for the purpose of establishing a budget for this work
- C. Coordination with the Texas Commission of Environmental Quality (TCEQ) and other entities, as required
- D. Geotechnical investigation
- E. Printing of four (4) sets of final plans and specifications for distribution to the successful contractor.

Part VI: Exclusions

The intent of this scope of services is to include only the services specifically listed herein and none others. Services specifically excluded from this scope of services include, but are not necessarily limited to the following:

- A. Certification that work is in accordance with plans and specifications
- B. Consulting services by others not included in Scope of Services
- C. Contractor's means and methods
- D. Environmental cleanup
- E. Environmental impact statements and assessments
- F. Fees for permits
- G. Fees for publicly advertising the construction project.
- H. Fiduciary responsibility to the Client.
- I. Hydrologic or hydraulic studies
- J. On-site construction safety precautions, programs and responsibility (Contractor's responsibility)
- K. Legal Services
- L. Phasing of Contractor's work
- M. Quality control and testing services during construction

- N. Revisions and/or change orders as a result of revisions after completion of original design (unless to correct error on plans)
- O. Services in connection with condemnation hearings
- P. Title searches
- Q. Traffic engineering study or reports
- R. Trench safety designs
- S. Wetlands determination

Part VII: Terms and Conditions For Electronic File Transfers

Electronic files are transmitted on the terms and conditions below:

By opening, accessing, copying or otherwise using the transmitted electronic files, these terms and conditions are accepted by the user.

- A. The electronic files are compatible with the following software packages operating on a PC using Windows operating systems:
 - Autocad Civil 3D 2022 , Civil 3D 2017
 - Innovyse InfoWater Pro 3.0 with ESRI Arc Pro 2.7
 - Innovyze InfoSewer Pro 7.6 with ESRI Arc Map 10.4
 - ESRI 10.4
 - MS Office 365
 - Bluebeam Revu (PDF) Ver 10 - Ver 2020
- B. Birkhoff, Hendricks & Carter, L.L.P. makes no warranty as to the compatibility of these files beyond the specified release of the above stated software.
- C. Because data stored on electronic media can deteriorate undetected or be modified, Birkhoff, Hendricks & Carter, L.L.P. will not be held liable for completeness or correctness of electronic media.
- D. The electronic files are instruments of our service. Where there is a conflict between the hard copy drawings and the electronic files, Birkhoff, Hendricks & Carter, L.L.P.'s hard copy file will govern in all cases.
- E. Electronic files may only be modified in accordance with the Texas Engineering Practice Act for modifying another Engineer's design.

EXHIBIT “B”

PAYMENT SCHEDULE

Payment for engineering services described under Parts I, II, III, and IV, shall be based on a lump sum amount of \$405,600.

The following is a summary of the estimated charges for the lump sum elements of the proposed services:

Preliminary Engineering	\$56,784
Final Design	\$257,556
Bidding Services	\$12,168
Construction Administration	\$79,092

Payment for Additional Services described under Part V shall be on the basis of salary cost times a multiplier of 2.45 for time expended on the task. Field survey crew shall be based on \$185.00 per hour, inclusive of all equipment rentals and software licensing; plus mileage charge at the IRS established rate. Expenses shall be at invoice cost times a multiplier of 1.15. We recommend a budget of \$47,239 be established for the hourly or as needed services.

The following is a summary of the estimated charges for the as-incurred elements of the proposed services:

Field and Boundary Survey	\$21,739
Plats and Field Notes (2)	\$8,000
Geotechnical Investigation	\$12,000
Coordination.....	\$5,000
Printing of plans and specs	\$500

The maximum overall fee of \$452,839 established herein shall not be exceeded without written authorization from the City, based on increased scope of services. Itemized invoices for services shall be submitted not more than once per month and will (include) be accompanied by a monthly progress report.

Payment shall be due upon receipt of the invoice.

BIRKHOFF, HENDRICKS & CARTER, L.L.P.
PROFESSIONAL ENGINEERS
Texas Firm F526

Project No. TBD

Client: City of Alvarado, Texas

Date: 9-Nov-22

Project: Whisper Park 24-Inch Trunk Sewer - Davis L.S. to 5th Street

24-Inch PVC Gravity Sanitary Sewer

By: JRI/CMK

Assumes Standard Manholes (No Drop Connections)

ENGINEER'S OPINION OF CONSTRUCTION COST

Item No.	Description	Quantity	Unit	Price	Amount
100	For Mobilization, Bonds, Insurance & Shop Drawings (Max 5%)	1	L.S.	\$ 120,000.00	\$ 120,000.00
101	Furnish & Install 24-Inch PVC (SDR-26) Sanitary Sewer By Open Cut With Embedment (Assume Open Cut Across 5th Street)	4,295	L.F.	\$ 450.00	\$ 1,932,750.00
102	Furnish & Install 6-Foot Diameter Manhole (Assume MH At Street Intersections)	15	Ea.	\$ 25,000.00	\$ 375,000.00
103	For Wet Well Modifications (Convert Wet Well to Manhole)	1	L.S.	\$ 25,000.00	\$ 25,000.00
104	For Sewage Bypass Pumping	1	L.S.	\$ 30,000.00	\$ 30,000.00
105	Connect to Existing Sanitary Sewer Line (West Side of 5th Street)	1	Ea.	\$ 2,500.00	\$ 2,500.00
106	Furnish Trench Safety Plan	1	L.S.	\$ 2,000.00	\$ 2,000.00
107	Implement Trench Safety Plan	4,295	L.F.	\$ 10.00	\$ 42,950.00
108	Furnish Erosion Control Plan	1	L.S.	\$ 2,000.00	\$ 2,000.00
109	Furnish, Install, Maintain & Remove Erosion Control Measures	1	L.S.	\$ 5,000.00	\$ 5,000.00
110	Furnish, Place, Water, Fertilize & Establish Hydromulch Seeding (60-Foot Wide)	6	Ac.	\$ 20,000.00	\$ 120,000.00
	Construction Subtotal:				\$ 2,657,200.00
	Contingencies and Miscellaneous Items	20%			\$ 531,440.00
	Construction Total:				\$ 3,188,640.00
	Engineering, Surveying & Professional Services	15%			\$ 478,296.00
	Construction Materials Testing & Inspections	5%			\$ 159,432.00
	Project Total:				\$ 3,826,368.00
				USE:	\$ 3,827,000.00

BIRKHOFF, HENDRICKS & CARTER, L.L.P.
PROFESSIONAL ENGINEERS
Texas Firm F526

Project No. TBD

Client: City of Alvarado, Texas

Date: 9-Nov-22

Project: Davis Lift Station Replacement
6-MGD Triplex Lift Station W/Valve Vault & Wet Well

By: JRI/CMK

ENGINEER'S OPINION OF CONSTRUCTION COST

Item No.	Description	Quantity	Unit	Price	Amount
200	For Mobilization, Bonds, Insurance & Shop Drawings (Max 5%)	1	L.S.	\$ 200,000.00	\$ 200,000.00
201	For Furnishing All Labor, Materials, Tools & Equipment, Including Site Preparation, Excavation, Site Grading, Construction Of Lift Station Wet Well, Valve Vault, Metering Manhole, Flow Meter, Furnishing & Installing Submersible Pumps & Pump Accessories, Piping, Emergency Bypass Connection, Valves, Couplings, Fittings, Electrical Equipment, SCADA/RTU & HMI Modifications, Ladder, Hatches, Painting, Odor Control, Testing, & Make The Lift Station Functional & Operational	1	L.S.	\$ 6,000,000.00	\$ 6,000,000.00
202	Furnish & Install Standby Generator, Including ATS, Load Bank, Testing & Making the Generator Functional & Operational	1	L.S.	\$ 200,000.00	\$ 200,000.00
203	Furnish & Install Epoxy Coating System For Wet Well, Including Testing Of Coating System	1	L.S.	\$ 40,000.00	\$ 40,000.00
204	Furnish & Place 6-Inches Mechanically Compacted Flexible Base On Geotextile Fabric	10	Ton	\$ 100.00	\$ 1,000.00
205	For Constructing Reinforced Concrete Foundation Pads (For Generator, Load Bank & Control Panel)	25	S.Y.	\$ 200.00	\$ 5,000.00
206	Furnish & Install 6-Foot Tall Chainlink Fence W/3-Strands Barbed Wire (40'x80' Site)	225	L.F.	\$ 50.00	\$ 11,250.00
207	Construct 24-Inch Wide Reinforced Concrete Mow Strip (40'x80' Site)	225	L.F.	\$ 40.00	\$ 9,000.00
208	Furnish & Install 16-Foot Wide Double Leaf Gate	1	Ea.	\$ 2,500.00	\$ 2,500.00
209	Furnish & Install 18-Inch PVC (DR-18) Force Main By Open Cut With Embedment	1,400	L.F.	\$ 300.00	\$ 420,000.00
210	Furnish & Install 18-Inch Plug Valve	2	Ea.	\$ 20,000.00	\$ 40,000.00

BIRKHOFF, HENDRICKS & CARTER, L.L.P.
PROFESSIONAL ENGINEERS
Texas Firm F526

Project No. TBD

Client: City of Alvarado, Texas

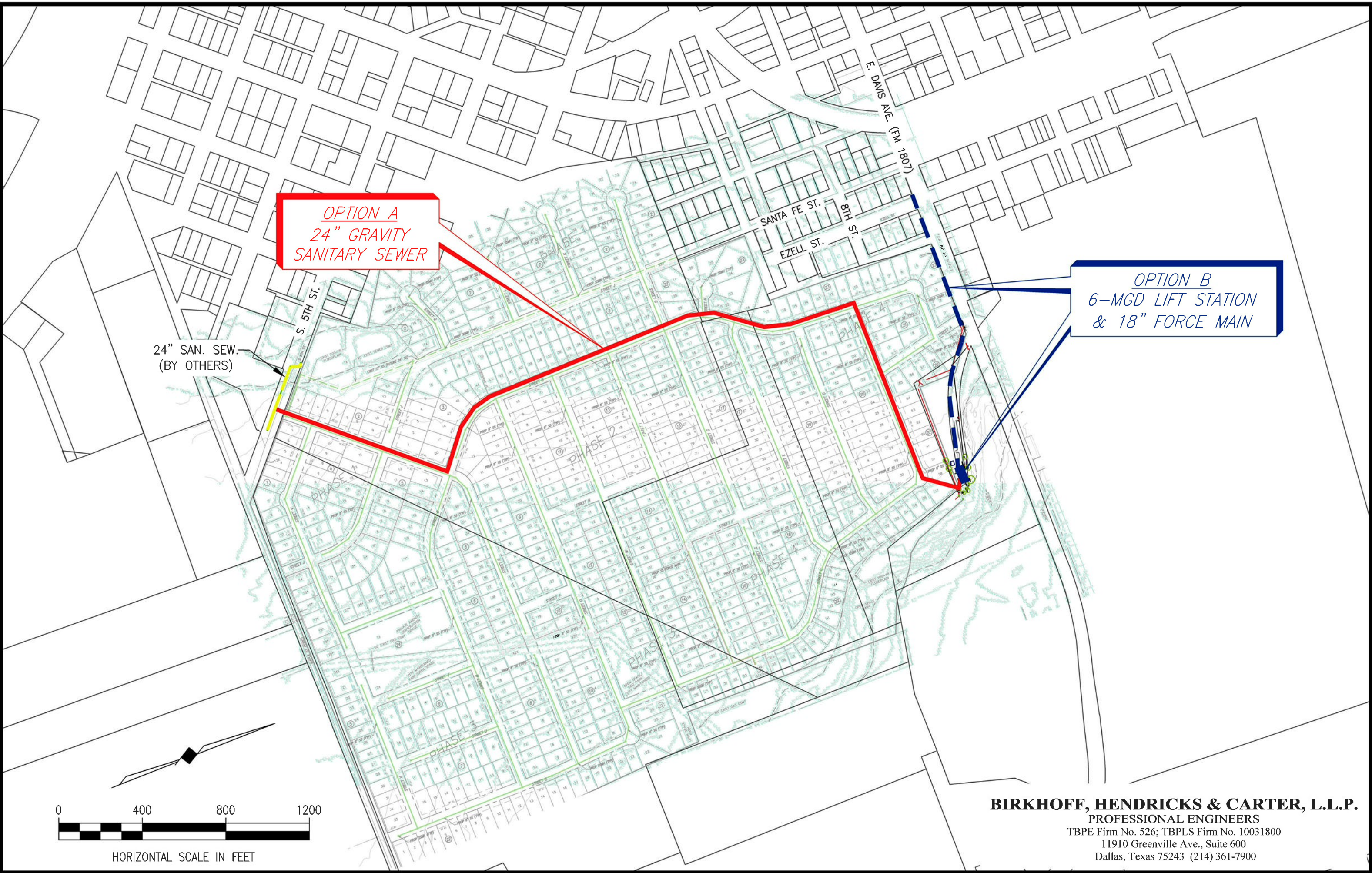
Date: 9-Nov-22

Project: Davis Lift Station Replacement
6-MGD Triplex Lift Station W/Valve Vault & Wet Well

By: JRI/CMK

ENGINEER'S OPINION OF CONSTRUCTION COST

Item No.	Description	Quantity	Unit	Price	Amount
211	Furnish Trench Safety Plan	1	L.S.	\$ 1,500.00	\$ 1,500.00
212	Implement & Maintain Trench Safety Plan	1	L.S.	\$ 2,500.00	\$ 2,500.00
213	Furnish, Install, Fertilize, Water & Establish Hydromulch Seeding	200	S.Y.	\$ 5.00	\$ 1,000.00
	Construction Subtotal:				\$ 6,933,750.00
	Contingencies and Miscellaneous Items	20%			\$ 1,386,750.00
	Construction Total:				\$ 8,320,500.00
	Engineering, Surveying & Professional Services	15%			\$ 1,248,075.00
	Construction Materials Testing & Inspections	5%			\$ 416,025.00
	Project Total:				\$ 9,984,600.00
				USE:	\$ 9,985,000.00



OPTION A
24" GRAVITY
SANITARY SEWER

OPTION B
6-MGD LIFT STATION
& 18" FORCE MAIN

24" SAN. SEW.
(BY OTHERS)

BIRKHOFF, HENDRICKS & CARTER, L.L.P.
PROFESSIONAL ENGINEERS
TBPE Firm No. 526; TBPLS Firm No. 10031800
11910 Greenville Ave., Suite 600
Dallas, Texas 75243 (214) 361-7900

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
2022-958409

Date Filed:
11/23/2022

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Birkhoff, Hendricks & Carter
Dallas, TX United States

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

City of Alvarado

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

Professional Engr Services
Davis Street Sanitary Sewer Project

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Kerkhoff, Craig	Dallas, TX United States	X	
	Mata, Andrew	Dallas, TX United States	X	
	Birkhoff, John	Dallas, TX United States	X	
	Chaney, Derek	Dallas, TX United States	X	
	Hendricks, Gary	Dallas, TX United States	X	
	Hickey, Matt	Dallas, TX United States	X	

5 Check only if there is NO Interested Party.

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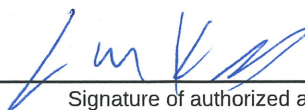
6 UNSWORN DECLARATION

My name is Craig M. Kerkhoff, and my date of birth is October 10, 1982.

My address is 11910 Greenville Ave, Suite 600, Dallas, Texas, 75243, USA.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Dallas County, State of Texas, on the 23rd day of November, 20 22.
(month) (year)



Signature of authorized agent of contracting business entity
(Declarant)

**ELECTION AGREEMENT
FOR JOHNSON COUNTY AND CITY OF ALVARADO
MAY 6, 2023**

THIS AGREEMENT is made and entered into this ____ day of _____ 2023, by and between the COUNTY OF JOHNSON, TEXAS, acting by and through the JOHNSON COUNTY ELECTIONS ADMINISTRATOR (hereinafter referred to as "COUNTY") and CITY OF ALVARADO, acting by and through its Mayor or his designee (hereinafter referred to as "CITY").

WHEREAS, the COUNTY will be conducting the "CITY" General/Special Election on May 6, 2023 for registered voters of Johnson County, Texas residing within City; and

WHEREAS, pursuant to Sec. 31.093, Texas Elections Code, the County Elections Administrator is required to enter into a contract with CITY to conduct and furnish election services for this May 6, 2023 General/Special Election of CITY; and

WHEREAS, CITY desires that the Johnson County Elections Administrator conduct and coordinate this election; NOW THEREFORE,

FOR AND IN CONSIDERATION of the mutual project referenced herein, the parties hereto agree to hold an election on May 6, 2023 from 7:00 a.m. until 7:00 p.m., in accordance with Section 271.002, Texas Election Code, and that said election to be conducted pursuant to the terms of this agreement.

I. AGREEMENT

GENERAL TERMS:

- 1.01 On May 6, 2023, the election shall be held from 7:00 AM until 7:00 PM, that day, at the location listed on Exhibit B.
- 1.02 The political subdivision participating in the election on May 6, 2023, shall have and use the election Judges and ES&S AutoMark voting equipment.

II. JOHNSON COUNTY

- 2.01 The COUNTY agrees to coordinate, supervise, and conduct the Election, pursuant to the provisions of the Texas Election Code unless specifically provided otherwise in this Agreement with the understanding that the Election is only for the registered voters of Johnson County, Texas residing within the CITY
- 2.02 The Elections Administrator shall perform the following duties:
- a. Designate voting locations and contact the owners or custodians of public (or if unavailable, private) buildings and arrange for their use. Such voting locations shall be furnished to CITY as soon as possible.
 - b. Appoint, notify, and train the presiding judges and alternate judges and clerks. The names and addresses of each judge and alternate judge and clerk shall be furnished to the CITY at a later date.
 - c. Compensate election judges, alternate judges and clerks.
 - d. Transport voting equipment to and from each polling location.
 - e. Rent, if necessary, voting locations.
 - f. Provide lists of registered voters to the election judges.
 - g. Preparation of programs and test materials for tabulation of the ballots to be used with electronic voting equipment in accordance with the provisions of the Texas Election Code and of this Agreement.
 - h. Publish notice of the date, time, and place of the testing of the electronic tabulation equipment and conduct such testing.

III. EARLY VOTING AND ELECTION DAY VOTING

- 3.01 Early Voting by Personal Appearance
- a. The Elections Administrator, Patty Bourgeois shall serve as Early Voting Judge for the CITY General/Special Election and other judges and clerks shall be appointed by her as needed.
 - b. Early Voting by personal appearance shall be conducted at the location listed on Exhibit A.

All eligible voters in the City of Alvarado may vote early at the Alvarado City Hall; 104 W. College, Alvarado, Texas 76009.

- c. Early Voting by personal appearance will begin on April 24, 2023, and will end on May 2, 2023. There will be early voting on Saturdays, Sundays, or legal holidays, unless otherwise agreed to by the parties.
- d. Temporary extended hours at those sites listed as in sec: 85.005 of the Election Code.

3.02 Early Voting By Mail:

- a. The COUNTY shall be responsible for early voting ballot requests by mail.
- b. CITY shall forward any requests by mail applications to the COUNTY.
- c. The COUNTY shall be responsible for all preparation of mail ballots including mailing ballot to voter.

3.03 The Ballot Board Judge for the CITY shall be as designated by the COUNTY. The Early Voting Ballot Board's duties will include:

- (1) Serve as Signature Verification Committee
- (2) Prepare the mail ballots for tabulation.
- (3) Convene to count provisional ballots and late ballots from out of the country, if any. (7th day or earlier after Election Day).

3.04 Election Day Voting:

The COUNTY shall be responsible for the following:

- a. Procure, prepare, and distribute supplies and the ES&S AutoMark and other election equipment for personal appearance on Election Day.
- b. Procure, prepare, and distribute Election Day supplies, tables, chairs if needed, and equipment, including ballots.
- c. Supervise the handling and disposition of election returns, tabulate unofficial returns, and assist in preparing the tabulation for the official canvass.
- d. Prepare the canvass report after all precincts have been counted and make available a copy of the appropriate part of the tabulation report.
- e. Conduct the manual count.

- 3.05 Serve as custodian of election records and store election records as provided by Section 66.058 of the Texas Election Code for a period of 22 months.

IV. CITY

CITY shall have the following responsibilities in conducting this election on May 6, 2023

- 4.01 Prepare any election orders, resolutions, notices, writ of election, and other pertinent documents for adoption for execution by the appropriate officer; and take all actions required by law for calling the election, handling contests, canvassing the returns, and declaring the results of the election.
- 4.02 Prepare and publish information for the required election notice.
- 4.03 Deliver to the Elections Administrator the official wording, including Spanish translation, to be printed on the optical scan ballot. All documents must be delivered to the County Elections office by the 13th day of February 2023. If the documents are not received by the above date this Election Agreement will be terminated and County will have no obligations regarding the above referenced election.
- 4.04 Approve final optical scan ballot wording for content, form, and spelling.
- 4.05 Prepare and publish the Notice of Election, which is the required and described method of giving notice in accordance to Texas Election Code (Sec 4.003(a) (1).
- 4.06 Provide maps and other reference guides.
- 4.07 Assist the Election Administrator with providing Election Personnel.
- 4.08 Pursuant to Texas Election Code Sec. 67.003, canvass the official results between the 3rd and 11th day following the election.

V. PAYMENT FOR SERVICES

- 5.01 In consideration for the services and expenses provided by the County for conducting this election, the County shall be reimbursed for the optical scan ballots, ballot layout, media, coding the ES&S AutoMark equipment, M650 optical scan equipment, voting supplies, Election Judges, Clerks, Central Count, Ballot board, a 10 % administration fee, and any other expenses listed on Exhibit C.
- 5.02 Should a recount be required, those costs associated with the recount, if any, shall be in accordance with the provisions of the Texas Election Code.
- 5.03 The official for parties to contact for all purposes shall be listed at the end of the Agreement. All notices and other deliveries under the Agreement shall be delivered to said individual so listed.

VI. RUN-OFF ELECTION

- 6.01 In the event there is a run-off election, this Agreement shall be extended for the time necessary to conduct the run-off election and the CITY and COUNTY agree to continue to perform their respective responsibilities as set forth in this Agreement as are applicable to a run-off election. CITY will be responsible for any and all additional costs associated with the run-off election incurred by COUNTY. Any additional costs owed to COUNTY by CITY will be invoiced by COUNTY and CITY agrees to pay said invoiced amount within thirty (30) days of receipt of the invoice from COUNTY.

VII. TERMINATION IF ELECTION IS CANCELED

- 7.01 In the event that the election is canceled due to all candidates being unopposed, County and CITY agree that this Agreement will be terminated and CITY will owe a cancellation fee of \$75.00 to be paid by CITY within thirty (30) days of said cancellation.

ACCEPTANCE:

On behalf of Johnson County Elections Administration, I hereby accept the terms of the Agreement.

Signed the _____ day of _____, 2023.

Patty Bourgeois
Elections Administrator
Johnson County, Texas

On behalf of City of Alvarado, I hereby accept the terms of this Agreement.

Signed the _____ day of _____, 2023.

Paul DeBuff, City of Alvarado
City Manager

IN WITNESS WHEREOF, the above Agreement was adopted at a meeting of the Commissioner's Court of Johnson County on the _____ day of _____, 2023.

COUNTY OF JOHNSON

County Judge
Johnson County Commissioners
Court

Officials for notice:
Patty Bourgeois
Elections Administrator
Johnson County
P.O. Box 895
Cleburne, Texas 76033

Paul DeBuff, City of Alvarado
City Manager
104 W. College
Alvarado, Texas 76009

EXHIBIT A

**CITY OF ALVARADO GENERAL/SPECIAL ELECTION
MAY 6, 2023
EARLY VOTING POLLING LOCATION
(ELECCIÓN GENERAL/ESPECIAL CITY OF ALVARADO
6 DE MAYO DEL 2023
CENTRO PARA VOTACIÓN ADELANTADA)**

April 24, 2023 through May 2, 2023 is the period for early voting by personal appearance (Sec. 85.001). Any voter qualified to vote in the May 6, 2023, City of Alvarado General/Special Election is eligible for early voting by personal appearance.

Early voting by personal appearance will be conducted the following location:

Monday, April 24, 2023 – Friday, April 28, 2023 hours: 8:00 am until 5:00 pm

Monday, May 1, 2023 – Tuesday, May 2, 2023 hours: 7:00 am until 7:00 pm

(El plazo para la votación adelantada en persona es desde el 24 de Abril, 2023 hasta el 2 de Mayo del 2023 (Sec. 85.001). Cualquier votante calificado para votar en la Elección General/Especial City of Alvarado del 6 de Mayo del 2023, es elegible para la votación adelantada en persona.

La votación adelantada en persona se llevará a cabo en el siguiente lugar:

Lunes, 24 de Abril del 2023 – Viernes, 28 de Abril del 2023; horas: 8:00 am hasta 5:00 pm

Lunes, 1 de Mayo del 2023 – Martes, 2 de Mayo del 2023; horas: 7:00 am hasta 7:00 pm)

Hours for additional weekend early voting will be extended at the early voting location to include:

Saturday April 29, 2023, 7:00 am to 7:00 pm.

(Las horas adicionales para la votación adelantada durante el fin de semana serán extendidas en la ubicación para votación adelantada incluyendo:

Sábado, 29 de Abril del 2023, 7:00 am hasta 7:00 pm

Early Voting

**Alvarado City Hall
(Ayuntamiento de Alvarado)
104 W. College
Alvarado, Texas 76009**

EXHIBIT B

**CITY OF ALVARADO GENERAL/SPECIAL ELECTION
MAY 6, 2023
EARLY VOTING POLLING LOCATION
(ELECCIÓN GENERAL/ESPECIAL CITY OF ALVARADO
6 DE MAYO DEL 2023
CENTRO PARA VOTACIÓN ADELANTADA)**

Election Day

Alvarado City Hall
(Ayuntamiento de Alvarado)
104 W. College
Alvarado, Texas 76009

Exhibit C

COST OF SERVICE. The City of Alvarado shall pay for services , supplies, and equipment in accordance with the following estimated cost schedule. The City of Alvarado will be liable to pay all the expense that have endured; and a 10% administration fee.

CITY OF ALVARADO: 2023 MAY 6th

Contracted Election with Johnson County/Separate Ballots 1 EV & 1 ED Location.

Pct. 10, 24 & 28

1. VOTING EQUIPMENT, TABULATION NOTICE, AND BUILDING RENTAL	Estimated Cost
(X) Rental M650 Optical Scanner	\$500.00
(X) Rental ES&S Auto-Mark for HAVA	\$350.00
(X) Programming Charges/Coding/Media/ shipping for 650 Central count & Auto-marks	\$800.00
(X) Printing Ballots/Layout/Spanish Coding/ shipping	\$2,000.00
(X) Publish Notice of Tabulation Test	\$125.00
(X) Building Rental	\$0.00
2. CENTRAL COUNT EXPENSES	
(X) CC Station Manager	\$125.00
(X) Tabulation Supervisor	\$150.00
(X) Assistant Tabulation Supervisor	\$150.00
(X) Assistant Tabulation	\$100.00
(X) CCS Judge	\$75.00
(X) CCS Alt. Judge	\$75.00
(X) Early Voting Ballot Board Judge	\$240.00
(X) Early Voting Ballot Board Alt. Judge	\$228.00
(X) Early Voting Ballot Board Personnel	\$408.00
(X) Provisional/Late Ballot Board Judge	\$80.00
(X) Provisional/Late Ballot Board Alt. Judge	\$76.00
(X) Provisional/Late Ballot Board Clerks	\$136.00
(X) Security	\$180.00
3. ESTIMATED EARLY VOTING COSTS	
(X) Judge's Kit Early Voting	\$50.00
(X) Ballot by Mail ALC	\$500.00
(X) Early Voting Judge	\$1,710.00
(X) Early Voting Alt. Judge	\$1,482.00
(X) Early Voting Clerks	\$2,782.00
(X) Early Voting Mileage Reimbursement	\$100.00
(X) Early Voting Pick up & delivery fee	\$25.00

Exhibit C

4. ESTIMATED ELECTION DAY COSTS

(X) Judge's Kit Election Day	\$50.00
(X) Election Day Judge	\$240.00
(X) Election Day Alt. Judge	\$208.00
(X) Election Day Clerks	\$364.00
(X) Election Day Pick up & delivery fee	\$25.00
(X) Supplies	\$500.00

Subtotal \$13,834.00

5. CONTRACT ADMINISTRATIVE FEE & TOTAL COST

10% of Subtotal	\$1,383.40
TOTAL COST	\$15,217.40

*** Per section: 7.01**

If the Election is canceled there will be a fee of \$75.00 to be paid by CITY
within (30) days of said cancellation.



ALVARADO PROCUREMENT POLICY FOR COMMUNITY DEVELOPMENT BLOCK GRANT FUNDED PROJECTS, SERVICES, PROGRAMS, AND CONSTRUCTION

Introduction

This procurement policy establishes City of Alvarado, Texas standards and guidelines for procurement of supplies, equipment, construction, engineering, grant administration, architectural, consulting, and other professional services for Community Development Block Grant Disaster funding (CDBG-DR) and Community Development Block Grant Mitigation funding (CDBG-MIT) programs. The Texas General Land Office Community Development and Revitalization ('GLO-CDR') has adopted 2 CFR 200.317 as it relates to the administration of CDBG-DR and/or CDBG-MIT programs, meaning the City of Alvarado is required to follow the federal procurement requirements found in 2 CFR 200.318 through 200.326. The following standards and guidelines have been developed to ensure the City of Alvarado (City) as a subrecipient of CDBG-DR and/or CDBG-MIT funds procures materials and services in an efficient and economical manner that is in compliance with the applicable provisions of federal and state laws and executive orders.

The foregoing standards do not relieve the City of any contractual responsibilities under its contracts or local, state, or federal law. The City is responsible, in accordance with good administrative practice and sound business judgement, for the settlement of all contractual and administrative issues arising out of procurement entered in support of the grant.

The Texas General Land Office staff will relay the information contained herein to the City via the GLO-CDR website, www.recovery.texas.gov, through trainings and checklists, and during on-site monitoring and reviews. Additional resources may be found on the HUD Exchange website, www.hudexchange.info, including example procurement documents and checklists. These samples can be used to assist the City in complying with federal regulations; however, the City will review all procurement documents and procedures to ensure they also comply with local and state laws and regulations. Refer also to the State of Texas Procurement and Contract Management Guide.

Local Procurement Policies

Prior to securing contract services, the City will determine whether these procurement policies and procedures are in compliance with all federal requirements contained in 2 CFR 200.318- 326. If the policy does not contain all federal requirements (and the City intends to use CDBG Disaster Recovery funds to pay for such services), this policy must be amended accordingly.

This written and adopted procurement policy addresses, at a minimum, the following:

1. Oversight. The City will maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.
2. Standards of Conduct. The City will maintain written procedures covering conflicts of interest and governing the actions of its employees, agents, consultants, and elected officials engaged in the selection, award and administration of vendor contracts, the award of CDBG-DR and/or CDBG-MIT assistance, or the management of federally-assisted or purchased property. The City has designed a policy that is at least as restrictive as prescribed in 24 CFR Part 570.489 and Texas



Local Government Code Chapter 171. These policies include:

- For the procurement of goods and services, no employee, officer, or agent of the City may participate in the selection, award, or administration of a vendor contract supported by a federal award if he/she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, agent, any member of his/her immediate family, his/her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in a tangible personal benefit from a firm considered for a vendor contract. (24 CFR 570.489(g), Uniform Grant Management Standards (UGMS) of the Texas Comptroller, 2 CFR 200.318(c)(1));
 - The officers, employees, or agents of the City may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts;
 - The following disciplinary actions are to be applied for code of conduct violations by officers, employees, or agents of the City, the list is prioritized by severity of the violation(s):
 - Oral or written warnings,
 - Suspension with pay;
 - Suspension without pay;
 - Demotion or department transfer; or
 - Termination.
3. Avoidance of Unnecessary or Duplicative Items. The City's procurement procedures have been developed to avoid the acquisition of unnecessary or duplicative items by giving consideration to consolidating or breaking out procurements to obtain a more economical purchase.
4. Value Engineering Clauses. The City will use value engineering clauses in contracts for construction projects of sufficient size to offer reasonable opportunities for cost reductions.
5. Awarding to Responsible Contractors. The City will award contracts only to responsible contractors possessing the ability to perform successfully under the terms and conditions of a proposed procurement. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources.
6. Record Keeping. The City will maintain records sufficient to detail the history of procurement. These records shall include, but are not limited to, the following:
- Rationale for the method of procurement;
 - Selection of contract type;
 - Contractor selection or rejection; and
 - The basis for the contract price.
7. Time and Materials Contracts. The City may only use a time and materials type contract after a determination is made that no other contract is suitable and if the contract includes a ceiling price that the contractor exceeds at its own risk. Time and materials type contracts are the sum of:
- The actual cost of materials; and
 - Direct labor hours charged at fixed hourly rates that reflect wages, general and



administrative expenses, and profit.

8. **Dispute Resolution.** The City alone is responsible, in accordance with good administrative practice and sound business judgment, for the settlement of all contractual and administrative issues arising out of procurements. These issues include, but are not limited to, source evaluation, protests, disputes, and claims. These standards do not relieve the City of any contractual responsibilities under its contracts.

Local Procurement Procedures

All local procurement solicitations must include the following, as applicable:

- Incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured;
- Identify all requirements which the offerors must fulfill;
- Identify all other factors to be used in evaluating bids or proposals; and
- Are conducted in a manner providing full and open competition;
 - In order to ensure objective contractor performance and eliminate unfair competitive disadvantage, contractors that develop or draft specifications, requirements, statements of work, or invitations for bids or request for proposals must be excluded from competing for such procurements.
 - Work to ensure that unnecessary restrictions are not placed on the solicitation or offerors. These may include, but are not limited to, the following:
 - ◆ Placing unreasonable requirements on firms in order for them to qualify to do business;
 - ◆ Requiring unnecessary experience and excessive bonding;
 - ◆ Noncompetitive pricing practices between firms or between affiliated companies;
 - ◆ Noncompetitive contracts to consultants that are on retainer contracts;
 - ◆ Organizational conflicts of interest;
 - ◆ Specifying only 'brand name' products instead of allowing an equal product to be offered and describing the performance or other relevant requirements of the procurement; and
 - ◆ Any arbitrary action in the procurement process. When using prequalified lists, the City must ensure that all lists of persons, firms, or products which are used in acquiring goods and services are current and include enough qualified sources to ensure maximum open and free competition. Also, the City must not preclude potential bidders from qualifying during the solicitation period.

Cost and Price Analysis

For procurement actions in excess of the Federal Simplified Acquisition Threshold, the City must perform a cost or price analysis. This requirement also applies to contract modifications and change orders. Note that the City will consider price reasonableness for micro-purchases as well as small purchases. The following definitions and explanations are provided to guide the City's actions:



Price Analysis

Price analysis is the process of evaluating and comparing prices for goods or services and should be documented in the procurement file. In conducting a proper price analysis, the City will request an adequate number of bids, proposals, or quotes for the materials, supplies, or services being procured for comparison. When comparing prices, the City will review for significant discrepancies to determine if the goods or services are comparable.

Cost Analysis

The City will utilize this process to help determine if proposed costs are allowable, reasonable and allocable as described in 2 CFR 200.403-405. Prior to receiving bids or proposals, the City will establish an independent estimate for the goods or services to be procured. When conducting a cost analysis, the City must review and evaluate the separate elements of cost and negotiate profit in a received proposal. A cost analysis is required when price competition does not exist. The following are examples of when cost analysis should be used:

- The competitive proposal method is used;
- The sole source procurement method is used;
- Only one bid is received during a sealed bid procurement; and
- A contract modification is requested that changes the price or total estimated cost (either upwards or downwards).

Conducting a price and cost analysis. The City will include the following in their analysis:

- Check the accuracy of the prices submitted;
- Evaluate the necessity of the proposed cost items;
- Evaluate the separate elements of cost;
- Review proposal for potential cost overruns, taking into consideration the vendor's past performance;
- Compare proposed prices to the City's independent cost estimate; and
- Compare proposed prices to previous cost estimates or actual costs incurred for similar work.

Profit Negotiation

The City will negotiate profit as a separate element of the price for each contract in which there is no price competition and, in all cases, where cost analysis is performed. Per HUD's "Quick Guide To Cost And Price Analysis," all of the following criteria must be considered when negotiating profit:

- Complexity of the work to be performed;
- Amount of risk the contractor may be exposed to (performance and/or cost);
- Contractor's investment and resources dedicated to performing the contract (labor, oversight, etc.);
- Use of subcontractors by the prime contractor and the nature of the work to be performed;
- Quality of the contractor's past performance for similar work; and
- Industry profit rates in the surrounding area for similar work.



The City is responsible for maintaining records and any documentation used to support the profit negotiation.

Note: The City must ensure that the contract does not constitute a prohibited cost-plus-a-percentage-of-cost or percentage-of-construction-cost contract.

Contracting with Historically Underutilized Businesses (HUB), Small and Minority Businesses, Women’s Business Enterprises, and Labor Surplus Firms

The City will take all necessary steps to affirmatively assure HUBs, small and minority businesses, women’s business enterprises, and labor surplus firms are notified of bidding opportunities and utilized whenever possible. Affirmative steps will include the following:

- Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- **Assuring that small and minority businesses and women's business enterprises are solicited whenever they are potential sources;**
- Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses and women's business enterprises;
- Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses and women's business enterprises;
- Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
- Require the prime contractor, if subcontracts are to be let, to take the affirmative steps listed above.

Suspension and Debarment

The City is subject to the non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689, 2 CFR part 180. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

The City must ensure, prior to award, that all contractors receiving CDBG-DR and/or CDBG-MIT funds have met all the eligibility requirements outlined in state and federal law. At a minimum, the following steps must be taken to ensure contractor eligibility for all services procured.

- **Contractors:** All contractors, including professional consulting and engineering firms, must be cleared via a search of the Federal System of Award Management (‘SAM’) to ensure the contractor is in good standing and has not been debarred. The SAM portal can be found here: <https://sam.gov/SAM/pages/public/searchRecords/search.jsf>.
- **Subcontractors:** The City will notify the selected prime contractors that it is the sole responsibility of the prime contractor to verify subcontractor eligibility based on factors such as past performance, proof of liability insurance, possession of a federal tax number, debarment, and state licensing requirements.



It should be noted that if any of the above listed parties are deemed ineligible to receive CDBG-DR and/or CDBG-MIT funds after award of contract, the contract will be immediately terminated. The matter must be reported to the GLO for further action.

Methods of Procurement

The City's methods of procurement will follow the more stringent of local, state, or federal requirement. If it appears requirements contradict federal procurement standards, the City may request Technical Assistance from the grant agency issuing the grant funds to determine the best method of procurement. Below are the minimum requirements the City will utilize:

Micro-Purchases

The micro-purchase method is used for the acquisition of supplies or services which do not exceed the micro-purchase threshold and must be distributed equitable among qualified suppliers. Micro-purchase threshold is \$3,500, except for:

- Procurement of construction services subject to Davis Bacon requirements, the threshold is \$2,000;
- Procurement of services subject to Service Contract Labor Standards, the threshold is \$2,500.

Micro-purchases may be awarded without soliciting competitive quotations if the City considers the price to be reasonable. However, documentation of the City's determination of reasonableness must be maintained for record-keeping requirements.

Small Purchases

The small purchase method is used for the acquisition of supplies or services greater than the micro purchase threshold and less than or equal to the small purchase threshold. Small purchase procedures are relatively simple and do not require a formal solicitation for securing services, supplies, or other property.

The federal small purchase threshold is \$150,000. For local governments, the State small purchase threshold is \$25,000.

If small purchase procedures are used, price or rate quotations must be obtained from a minimum of three qualified sources. Documentation of the rate quotations must be maintained for recordkeeping requirements.

Sealed Bids (Formal Advertisement)

Sealed bids, bids that are publicly solicited and a firm fixed price contract (lump sum or unit price) is awarded to the responsible bidder whose bid, conforming with all the material terms and conditions of the invitation for bids, is the lowest price. This is the preferred method for construction contracts.

Competitive Proposals

The procurement by competitive proposals technique is normally conducted with more than one source submitting an offer, and either a fixed price or cost-reimbursement type contract is awarded. It is generally used when conditions are not appropriate for the use of sealed bids. A Request for Proposal (RFP) is used when qualifications and price are used in evaluating proposals and is the preferred method for administrative services. A Request for Qualification (RFQ) is used to procure architectural or engineering professional services where qualifications are used in evaluating proposals and price is not used as a



selection factor.

Noncompetitive Proposals (Sole Source)

Procurement by noncompetitive proposals is procurement through solicitation of a proposal from only one source and may only be used when one or more of the following circumstances apply:

- The item is available only from a single source;
- The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation;
- The federal awarding agency or pass through entity expressly authorizes noncompetitive proposals in response to a written request from the non-federal entity; or
- After solicitation of a number of sources, competition is determined inadequate.

The following table outlines the five procurement methods used to procure materials, supplies, construction, and services.

Procurement Type	Cost Reasonableness	Contract Type	Solicitation Method	Applications
Micro-Purchase	Price Analysis	Purchase Order Fixed Price	No solicitation required	Supplies Produced items Single task service
Small Purchase	Price Analysis	Purchase Order Fixed Price	Quotations Submitted Bids	Supplies Produced items Single task service
Sealed Bid (formal advertising)	Price Analysis Cost Analysis	Fixed Price	Submitted Bids	Construction items Produced or designed items
Competitive Proposals	Price Analysis Cost Analysis	Cost Reimbursement Fixed Price Time & Materials	Submitted Proposals	Professional services Multi-task services Designed items
Noncompetitive Proposals	Cost Analysis	Cost Reimbursement Fixed Price Time & Materials	Submitted Proposals	Produced items Single task service Professional services Multi-task services Designed Item

Micro-Purchase Procedures

Prior to utilizing the Micro-Purchase method of procurement, The City will plan and document how many products or services will be required. In order to use this method of procurement, the aggregate dollar amount of the goods or services cannot exceed the micro-purchase threshold (see above). For micro-purchases for construction services in excess of \$2,000, the City will adhere to the Davis-Bacon and Related Acts.

To the extent practicable, the City will distribute micro-purchases equitably among qualified suppliers. Micro-purchases may be awarded without soliciting competitive quotations if the City considers the price



to be reasonable by conducting a price analysis. Prior to issuing a purchase order under this method, the City will verify that the vendor is not debarred under the System for Award Management (see above).

Small Purchase Procedures

Prior to utilizing the Small Purchase method of procurement, The City should consider the aggregate cost of the goods or services. In order to use this method of procurement, the aggregate dollar amount of the goods or services cannot exceed the small purchase threshold (see above).

The City cannot use the small purchase procurement method to make separate, sequential, or component purchases of goods or services with the intent of avoiding the competitive bidding and competitive proposal requirements.

When seeking quotes, the City must clearly explain to all vendors providing quotations that the information provided is being sought for informational purposes only and the request for quotation does not constitute a formal solicitation. Extra care must be given to avoid giving a vendor any competitive advantage in a future procurement initiative.

Step 1: Comply with Davis-Bacon Act requirements, if applicable

The City will obtain prevailing wage rates as required by the Davis-Bacon and Related Acts and incorporate those wage rates into the procurement for construction.

Step 2: Contact a minimum of three (3) vendors.

The City will use the Small Purchase Procurement Record to document quotes received. Quotations may be requested via telephone, fax, email, mail, or any other reasonable method. The City will take all necessary steps to affirmatively assure HUBs, small and minority businesses, women's business enterprises, labor surplus firms, and Section 3 businesses are notified of bidding opportunities and utilized whenever possible (see above).

Step 3: Award the contract.

The City will conduct a price analysis and award to the lowest responsible bidder (see above). If the City does not award the contract to the lowest bidder, the reasoning must be documented and in compliance with federal, state, and local regulations. The city will verify that the vendor is not debarred under the System for Award Management (see above).

Step 4: Execute the contract.

The City will submit the Small Purchase Procurement Record and Financial Interest Report to GLO-CDR within 30 days of executing a prime contract. For subcontractors, the Financial Interest Report is due before the final draw.

Sealed Bid Procedures (Formal Advertisement)

Procurements for materials, equipment, and construction services with a total cost over the small purchase threshold (see above) must formally advertise for sealed bids. Procurement by sealed bids is the preferred method for procuring materials, equipment, and construction services if the following conditions apply:



- A complete, adequate, and realistic specification or purchase description is available;
- Two or more responsible bidders are willing and able to compete effectively for the business; and
- The procurement lends itself to a firm fixed price contract and the selection of the successful bidder can be made principally on the basis of price.

Note: Sealed bid procurement can be conducted electronically. The federal and state guidance and laws that must be followed is detailed in the General Land Office document titled “E-Bid Procurement Guidance.”

Step 1: Creation of Sealed Bid Packages

The City will create a bid package, usually written by an architect or engineer and based off of prepared plans or working drawings, that provides a clear and accurate description of technical requirements for materials and products and/or services to be provided on the project. This package must:

- Be sealed by an architect or engineer registered in The State of Texas and, if the project falls under the jurisdiction of another state agency, approval is required prior to construction;
- For fire stations, garages, and/or buildings that will be accessible to the public once constructed, a certification that applicable standards of accessibility by the handicapped have been or will be satisfied must be executed and co-signed by a local jurisdictional official, filed in the contract documents file, and a copy must be sent to the State;
- Contain all properly obtained lands, rights-of-way, and easements necessary for carrying out the project;
- Contain processes and procedures in accordance with the provisions of the Uniform Relocation Act for the acquisition of land occurring during the project; and
- Contain all forms and contract provisions applicable to the project and required by federal and state laws and regulations.

The base bid should include all components of the approved project and should not include any items which were not included in the approved applications or which have not received subsequent approval. GLO-CDR approval should be received prior to awarding a bid that includes items not listed in an approved performance statement.

Note: For fixed price contracts with unit cost pricing, the bid specifications should delineate some type of item, estimated quality, unit price, and total cost.

Step 2: Comply with Davis-Bacon Act Requirements

The City will obtain prevailing wage rates as required by the Davis-Bacon and Related Acts and incorporate those wage rates into the procurement for construction.

Step 3: Advertise for Bids

The invitation for bids will be publicly advertised and bids shall be solicited from an adequate number of known suppliers, providing them sufficient time prior to the date set for opening the bids. The invitation for bids, which will include any specifications and pertinent attachments, shall define the items or services in order for the bidder to properly respond. The City will take all necessary steps to affirmatively assure HUBs, small and minority businesses, women’s business enterprises, labor surplus firms, and Section 3 businesses are notified of bidding opportunities and utilized whenever possible (see above).



Step 4: Public Opening of Sealed Bid Packages

All bids will be publicly opened at the time and place prescribed in the invitation for bids. All sealed bid packages must be opened in accordance with the following standards in addition to any requirements imposed by local, state, and federal law.

- All bids shall be opened and read aloud during the bid opening and the apparent low bidder should be determined during this time;
- Bids shall undergo a review for both technical and legal responsiveness;
- Bidders must be evaluated as having the capacity to furnish the products and/or services required; and
- Minutes of the bid opening along with a tabulation of bids shall be placed in the contract file.

The City should take action within 45 days of the bid opening, or as otherwise specified in the bid documents, to either award a contract to the lowest responsible bidder or reject any and all bids for just cause. Any or all bids may be rejected if there is a sound documented reason.

If only one bid is received, the bid should be compared to in-house estimate of the cost and prices paid for the same or substantially similar item(s) in the past. Information from the marketplace should be gathered if it was not done so when developing the estimate. If the sealed bid is cancelled and negotiations proceed with the single bidder, a complete cost breakdown must be obtained, and cost analysis performed. If the bidder refuses to comply, bids must be resolicited. All rationale for decisions must be documented.

If accepted, the City and the lowest responsible bidder may, by mutual written consent, agree to extend the deadline for award by one or more extensions of 30 calendar days. Any final contracts awarded must be done so in compliance with the most recent federal wage decision. The City will maintain documentation of the date, time, and location of the public bid opening.

Step 5: Award the Contract

A firm, fixed-price contract award will be made in writing to the lowest responsive and responsible bidder. Where specified in bidding documents, factors such as discounts, transportation cost, and life cycle costs shall be considered in determining which bid is lowest. Payment discounts will only be used to determine the low bid when prior experience indicates that such discounts are usually taken advantage of.

The City will verify that the vendor is not debarred under the System for Award Management prior to awarding a contract (see above). If only one bid is received, the City must receive approval from the GLO-CDR before awarding the applicable contract.

Procedures for Bids that Exceed Cost Estimates

In some instances, the lowest bid received will exceed the amount of funds estimated for a particular project. If this occurs, the City will consult with GLO-CDR to determine the best course of action. Options include:

- Reject all bids received and re-advertise the project;
- Revise or reduce specifications and re-advertise the project, if approved by GLO-CDR;
- Reallocate funds to cover the overage;
- Seek other funding sources such as local funds to cover the overage; and
- Enter into a legally binding contract with the lowest bidder for the amount of the bid presented



and, subsequently, execute a change order* to bring the project cost within the limits presented by the allocated funds.

*The change order would change the project's scope of work and must be reviewed and approved by GLO-CDR prior to execution. It is strongly advised that the City thoroughly analyzes how exercising this option would affect the other bidders prior to awarding the contract.

Step 6: Execute the Contract

The City will submit the Financial Interest Report to GLO-CDR within 30 days of executing a prime contract. For subcontractors, the Financial Interest Report is due before the final draw.

Competitive Proposal Procedures

Procurement by competitive proposals is normally conducted with more than one source submitting an offer, and either a fixed price or cost-reimbursement type contract is awarded. It is generally used when conditions are not appropriate for the use of sealed bids.

Request for Proposals ("RFP"s)

RFPs are used to procure professional services such as grant administrative services. This does not include architectural and engineering ("A/E") professional services where the competitive negotiation method is utilized.

Request for Qualifications ("RFQ"s)

RFQs are used to procure professional services such as engineering or architectural firms. RFQs use a competitive negotiation method. The selection is made based upon the competitor's qualifications, subject to negotiation of fair and reasonable compensation.

This method, where price is not used as a selection factor, can only be used in procurement of A/E professional services. It cannot be used to purchase other types of services though A/E firms are a potential source to perform the proposed effort. RFQs cannot be used to procure project management or construction management services.

All A/E contracting fees, even those provided for under either a fixed price contract or a cost reimbursement contract must be deemed reasonable and justifiable. If, after a project has been funded, there is a substantial change in the scope of the project, then GLO-CDR must review and approve these changes and determine whether or not any additional funds are allowable.

The provision of funds for A/E services is entirely contingent upon the amount of funds deemed allowable by GLO-CDR. Firms will not be compensated from the applicable CDBG-DR and/or CDBG-MIT program in the event of a project not receiving funding.

Conducting an RFP/RFQ

Step 1: Develop the Request for Proposals (RFP)/Request for Qualifications (RFQ) package

The RFP/RFQ should include a clear and accurate description of the technical requirements for the material, product, or service to be procured. At a minimum, the RFP/RFQ package should include the following:

- Description of City requirements and the scope of services. The City will utilize Scopes of



Work provided by GLO-CDR in their contracts for grant administrators, engineers and environmental service providers;

- Factors and significant sub-factors that will be used to evaluate the proposal and their relative importance;
- Detailed instructions on proposal requirements;
- Deadline for submission; and
- Anticipated terms and conditions that will apply to a contract awarded under the solicitation.
 - A solicitation may authorize offerors to propose alternative terms and conditions.
 - When alternative terms and conditions are permitted, the evaluation approach should consider the potential impact on other terms and conditions or the requirement.

Step 2: Advertise the RFP/RFQ

Requests for proposals/requests for qualifications must be publicized and identify all evaluation factors and their relative importance. The City should allow sufficient time between the solicitation date and proposal deadline. Any response to publicized requests for proposals must be considered to the maximum extent practical.

Proposals must be solicited from an adequate number of qualified sources. The City will take all necessary steps to affirmatively assure HUBs, small and minority businesses, women's business enterprises, labor surplus firms, and Section 3 businesses are notified of bidding opportunities and utilized whenever possible (see above).

Step 3: Evaluate and rate the proposals

Materials received in response to RFPs and/or RFQs will be reviewed, ranked, and selected in accordance with one of the following processes. The Project and Grant Managers will identify which method to use based on the particulars of each solicitation:

- **Competitive Point Range.** In using this review process, the City shall establish a predetermined range of points for proposals that would be considered adequate for qualifying a responder for a particular solicitation. All responders whose proposals or qualification statements score within that range would be invited to an oral interview and asked to submit a best and final offer. The proposals would then be re-evaluated, and the highest scoring firm would be selected;
- **Highest Point Earner.** In using this review process, the City shall evaluate all proposals or qualification statements in accordance with predetermined selection criteria and award the contract to overall highest scoring firm.

For counties, municipalities, and other public entities the local governing body has the final authority to award contracts and may select another respondent if the minutes of the local governing body meeting include justification for the selection. The City will maintain documentation of the date, time, and location of the public bid opening.

Step 4: Award the contract

Contracts must be awarded to the responsible firm whose proposal is most advantageous to the program, with price and other factors considered (see above).



The City will verify that the vendor is not debarred under the System for Award Management prior to awarding the contract (see above). If only one bid or proposal is received, the City must receive approval from the GLO-CDR before awarding the applicable contract.

Step 5: Execute the Contract

GLO-CDR recommends The City submit the Financial Interest Report within 30 days of executing the contract.

Noncompetitive Proposal Procedures (Sole Source)

The City MUST obtain written approval from GLO-CDR prior to using this procurement method. All requests to utilize non-competitive procurement must be submitted in writing by the City to GLO-CDR and include a justification as to why the contractor is the only known source to provide the goods or services under the contract. The justification and GLO-CDR approval must be maintained for record-keeping requirements.

Procurement by noncompetitive proposals is procurement through solicitation of a proposal from only one source and may only be used when one or more of the following circumstances apply: •

- The item is available only from a single source;
- The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation;
- The federal awarding agency or pass through entity expressly authorizes noncompetitive proposals in response to a written request from the City; or
- After solicitation of a number of sources, competition is determined inadequate.

The City will conduct a cost analysis to determine if proposed costs are allowable, reasonable, and allocable (see above). The City will verify that the vendor is not debarred under the System for Award Management (see above).

Contracting

Types of Contracts

The City of Alvarado Grant Manager and proposed Project Manager will determine which type of contract is appropriate based on the services or construction to be provided by the vendor or contractor(s). The following are allowed by the City of Alvarado:

Purchase Order. Purchase orders are a form of contract utilized for the purchase of supplies, single task services, and produced items procured through the small purchase method. A Purchase Order will contain, at a minimum, the following:

- Agency name and address;
- Agency contract or Purchase Order number;
- Date of the order;
- Term of contract (delivery period after receipt of order or beginning and end dates);
- Contractor's name, payee/vendor identification number, and address, including zip code;
- NIGP class/item for each item;
- Purchase Code Category;



- List of contract documents and their order of precedence;
- List of awarded items with quantity, unit of measure, and unit price with extended totals; and
- Signature of authorized/certified purchasing representative.

Fixed Price Contract. A fixed price contract is suitable for the acquisition of commercial items, including construction, or for the acquisition of other supplies or services on the basis of reasonably definite functional or detailed specifications and when the contracting officer can establish fair and reasonable prices at the outset. This contract type (1) places maximum risk and full responsibility for costs and resulting profit loss on the contractor, (2) provides maximum incentive for the contractor to control costs and perform effectively, and (3) imposes a minimum administrative burden upon the contracting parties.

Cost Reimbursement Contract. A cost reimbursement contract is suitable for situations in which uncertainties are involved in contract performance that do not permit costs to be estimated with sufficient accuracy to establish a fixed contract price. These types of contracts establish an estimate total cost for the purpose of obligating funds and establishing a ceiling that the contractor may not exceed (except at their own risk).

Time and Materials Contract. A time and materials contract is suitable for use only after it has been determined that no other contract is suitable. This type of contract provides for the payment of direct labor hours at specified fixed hourly rates that include wages, overhead, general and administrative expenses, and actual cost for materials. The City may only use a time and materials type contract after a determination is made that no other contract is suitable and if the contract includes a cost ceiling that the contractor exceeds at its own risk.

Required Contract Provisions

The City of Alvarado will examine all grant requirements and incorporate contract provisions as needed based on the funding agency's requirements.

All contracts executed between the City and a contractor will include the following CDBG-DR and/or CDBG-MIT Program requirements:

- Performance requirements and penalties;
- Project schedule including the performance period and completion date;
- The City will ensure contracts do not contain any cost plus or incentive savings provisions. No contracts must make reference to compensation adjustments for cost plus or incentive savings provisions;
- All Section 3 covered contracts shall include the Section 3 clause;
- Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

Other Federally Required Provisions. The City's contracts must contain the applicable provisions described in Appendix II to Part 200—Contract Provisions for non-Federal Entity Contracts Under Federal Awards.

- I. Remedies. 25 Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency



Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

2. Termination for cause and for convenience. All contracts in excess of \$10,000 must address termination for cause and for convenience by the City including the manner by which it will be affected and the basis for settlement.
3. Rights to Inventions Made Under a Contract or Agreement. If the federal award meets the definition of “funding agreement” under 37 CFR 401.2 (a) and the City wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the City will comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.
4. Debarment and Suspension (Executive Orders 12549 and 12689). A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
5. Records of non-Federal entities. The U.S. Department of Housing and Urban Development (HUD), Inspectors General, the Comptroller General of the United States, the Texas General Land Office (GLO), and the pass-through entity, or any of their authorized representatives, must have the right of access to any documents, papers, or other records of the non-federal entity which are pertinent to the federal award, in order to make audits, examinations, excerpts, and transcripts. The right also includes timely and reasonable access to the non-federal entity's personnel for the purpose of interview and discussion related to such documents.
6. Record Retention. Financial records, supporting documents, statistical records, and all other non-federal entity records pertinent to a federal award must be retained for a period of three years from the date of submission of the final expenditure report or, for federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the federal awarding agency or pass-through entity in the case of the City. Federal awarding agencies and pass-through entities must not impose any other record retention requirements upon non-federal entities. The only exceptions are the following:
 - a. If any litigation, claim, or audit is started before the expiration of the 3-year period, the records must be retained until all litigation, claims, or audit findings involving the



- records have been resolved and final action taken;
- b. When the non-federal entity is notified in writing by the federal awarding agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period.
 - c. Records for real property and equipment acquired with federal funds must be retained for 3 years after final disposition;
 - d. When records are transferred to or maintained by the federal awarding agency or pass-through entity, the 3-year retention requirement is not applicable to the non-federal entity;
 - e. Records for program income transactions after the period of performance. In some cases, the City will report program income after the period of performance. Where there is such a requirement, the retention period for the records pertaining to the earning of the program income starts from the end of the non-federal entity's fiscal year in which the program income is earned;
 - f. Indirect cost rate proposals and cost allocations plans. This paragraph applies to the following types of documents and their supporting records: indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates);
 - g. If submitted for negotiation. If the proposal, plan, or other computation is required to be submitted to the Federal Government (or to the pass-through entity) to form the basis for negotiation of the rate, then the 3-year retention period for its supporting records starts from the date of such submission;
 - h. If not submitted for negotiation. If the proposal, plan, or other computation is not required to be submitted to the Federal Government (or to the passthrough entity) for negotiation purposes, then the 3-year retention period for the proposal, plan, or computation and its supporting records starts from the end of the fiscal year (or other accounting period) covered by the proposal, plan, or other computation.
7. Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms.
- a. The non-federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible;
 - b. Affirmative steps must include:
 - I. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
 - II. Assuring that small and minority businesses and women's business enterprises are solicited whenever they are potential sources;
 - III. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses and women's business enterprises;
 - IV. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses and women's business enterprises;
 - V. Using the services and assistance, as appropriate, of such organizations as the



Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and

- VI. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed above in this policy.
8. Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60–1.3 must include the equal opportunity clause provided under 41 CFR 60–1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964–1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”
9. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). 33 When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or City must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency.
10. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary,



hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

11. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended. Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
12. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award.
13. Solid Waste Disposal Act. A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Additional Required Provisions.

1. Verification No Boycott Israel. As required by Chapter 2271, Government Code, CONTRACTOR hereby verifies that it does not boycott Israel and will not boycott Israel through the term of this Agreement. For purposes of this verification, "boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.
2. Foreign Terrorist Organizations. Pursuant to Chapter 2252, Texas Government Code, Vendor represents and certifies that, at the time of execution of this Agreement neither Vendor, nor any wholly owned subsidiary, majority-owned subsidiary, parent company or



affiliate of the same (i) engages in business with Iran, Sudan, or any foreign terrorist organization as described in Chapters 806 or 807 of the Texas Government Code, or Subchapter F of Chapter 2252 of the Texas Government Code, or (ii) is a company listed by the Texas Comptroller of Public Accounts under Sections 806.051, 807.051, or 2252.153 of the Texas Government Code. The term "foreign terrorist organization" in this paragraph has the meaning assigned to such term in Section 2252.151 of the Texas Government Code.

Bonding Requirements

For contracts over \$150,000, the City will conduct a risk analysis associated with the contract work and, as warranted, require a bid guarantee from each bidder equivalent to five percent of the bid price consisting of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of his bid, execute such contractual documents as may be required within the time specified;

- For contracts over \$100,000, the City will require a performance bond on the part of the contractor for one hundred percent of the contract price as executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract;
- The City will require a payment bond on the part of the contractor for one hundred percent of the contract price as executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract;
 - Municipalities: A payment bond is required if the contract exceeds \$50,000.
 - Counties: A payment bond is required if the contract exceeds \$25,000.

Workers' Compensation Requirements

If the City enters into a building or construction, the contract shall require the contractor to certify in writing that the contractor provides workers' compensation insurance coverage for each employee of the contractor employed on the public project. Each subcontractor on the public project shall provide such a certificate relating to coverage of the subcontractor's employees to the general contractor, who shall provide the subcontractor's certificate to the City. Additionally, the City will include in bid specifications and contracts the specific language and provisions found in 28 TAC §110.110(c)(7). The City is responsible for compliance with all applicable statutory policies.

Changes to an Executed Contract

When changes to an executed contract are necessary which would result in a change to the City Agreement, the City will request an adjustment to both the City Agreement and the City contract (such amendments in whole dollars only).

When changes to an executed construction or materials contract are necessary, the City will submit a Construction Change Order Form to GLO-CDR after fully executing the change order. The GLO-CDR must review all change orders to ensure costs are eligible and procured according to federal regulations as described above. The GLO-CDR will notify the City in writing upon review. The Change Order must meet the following requirements:

- Sufficient grant or local funds are available to meet any increased costs;
- The original contract price has not been increased by more than 25 percent or decreased



(without the consent of the contractor) by more than 25 percent for municipalities and 18 percent for counties;

- All items listed on the Change Order were competitively procured through the original bid or the GLO-CDR has approved an exception; and
- All items listed on the Change Order are eligible and comply with the City Agreement, including the Performance Statement, Implementation Schedule, Budget, and environmental review requirements

Equipment Purchases

Equipment purchased with CDBG-DR and/or CDBG-MIT funds must be used by the City in the program or project for which it was acquired as long as needed, whether or not the project or program continues to be supported by the CDBG-DR and/or CDBG-MIT award. The City will not encumber the property without prior written approval from the GLO and HUD.

When no longer needed for the original program or project*, the equipment may be used in other activities supported by the federal awarding agency, in the following order of priority:

- Activities under the CDBG-DR and/or CDBG-MIT award which funded the original program or project; then
- Activities under federal awards from other federal awarding agencies. This includes consolidated equipment for information technology systems

* The City will consult their GLO-CDR Grant Manager prior to utilizing the equipment for other purposes.

When acquiring replacement equipment, the City should use the equipment to be replaced as a trade-in or sell the property and use the proceeds to offset the cost of the replacement property.

Equipment Records. The City will maintain a property record that includes the following information: • Description of property;

- Serial or other identifying number;
- Federal Award Identification Number (FAIN)- funding source of property;
- Title holder;
- Acquisition date;
- Cost, including CDBG-DR and/or CDBG-MIT percent if applicable;
- Location;
- Use and condition of the property; and
- Disposition date and sales price, if applicable. A physical inventory of the property must be taken, and the results reconciled with the property records at least once every two years.

Disposition Requirements

Prior to disposing of any equipment purchased with CDBG-DR funds, The City must request disposition instructions from the GLO if required by the terms and conditions of the City Agreement. Items of equipment with a current per unit fair market value of \$5,000 or less may be retained, sold or otherwise disposed of with no further obligation to the GLO. However, any proceeds received may be considered program income.



Recordkeeping

For each different type of service, a separate file must be created for documentation records. The City will maintain and make available all documentation utilized during the procurement process, including but not limited to:

- Policies and procedures for procurement;
- GLO-CDR Procurement Checklist;
- Copies of all Invitation for Bids (“IFB”) and RFP/Qs published and mailed;
 - Proof of advertisement, if applicable;
 - Proof that an adequate number of firms/individuals were directly contacted for proposals (e.g. copies of sent emails, certified mail receipts, and/or fax confirmations);
- Copies of bidding and/or proposal packages;
- Bid and proposal responses;
- Records of bid and proposal evaluation evidencing method of selection used;
- Evidence of cost and price analysis, if applicable;
- Verification that the vendor is not on the SAM.gov debarred list;
- Other procurement correspondence;
- Minutes of award or hiring resolution;
- Executed contract including all required contract provisions;
- Record of equipment purchases, if applicable; and
- Disposition/sales procedures for equipment purchased with CDBG-DR funds

~End~