

**REGULAR MEETING OF THE
CITY OF ALVARADO CITY COUNCIL
104 W. COLLEGE
MAY 15, 2023
6:30 PM**

AGENDA

The City Council of the City of Alvarado will meet in a Regular Called Session on Monday, May 15, 2023 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

PEACE OFFICER MEMORIAL

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. Approve minutes from the 4/17/2023 City Council Meeting
2. Consideration and action to change the date of the June meeting to June 26, 2023 due to the Juneteenth Holiday being observed on the regular meeting date.
3. Consideration and action regarding a letter of engagement with Waters, Vollmering, and Associates LLP to perform the annual audit for fiscal year 2022, and authorizing the Mayor and/or City Manager to execute any documents in connection therewith. (Cox)
4. Consideration and action to authorize the City Manager to execute a construction contract with the Demo Company, in the amount of \$15,623.00, to provide for the asbestos abatement and mold remediation at (Administration Building) 107 E. College Avenue, Alvarado, Texas. (Suber)

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NEW BUSINESS:

5. Consideration and action to canvas the results of the May 6, 2023 Special Election. (Walls, DeBuff)
6. Consideration and action to approve Ordinance 2023-0013, declaring the results of the May 6, 2023 Special Election and confirming that the City of Alvarado is now a Home Rule City. (Walls)
7. Swear in newly elected Council Members. (Walls)
8. Consideration and action to appoint one of the Councilmembers as Mayor Pro Tem who shall hold office for one (1) year as set forth in section 3.08 of the Alvarado City Charter. (Wheat)
9. Consideration and action to authorize the City Manager to execute a Professional Service Agreement with Birkhoff, Hendricks, & Carter, LLP for professional engineering services for the Atchley Avenue (from S Cummings Drive to S Magnolia St) Rehabilitation Project. (Ramachandra)
10. Consideration and action to authorize the City Manager to execute an engineering agreement with Aguirre & Fields for providing professional engineering services for the North Cummings Drive Reconstruction Project. (Ramachandra)
11. Consideration and action to reject all bids for the Lakeview Drive Parking Lot Construction Project. (Ramachandra)
12. Presentation on proposed improvements to Pecan Orchard Walking Trails. (Ramachandra)
13. Nomination and action to appoint members to the Capital Improvement Plan Advisory Committee. (Ramachandra, French)
14. Public hearing, consideration and action approving Ordinance 2023-0011 of the City of Alvarado, Texas, annexing by voluntary petition approximately 21.679 acres, being a portion of a tract in the John M. Ross Survey, Abstract 737, generally located south of CR 508 and east of N. Cummings Drive, into the corporate limits of the City of Alvarado, Texas. (Agave Trails Tract B) (French)
15. Consideration and action regarding the application of Heath Voyles with Westfall Engineering on behalf of Shaw Development Group, LLC for the Parkview at Alvarado Apartments Addition preliminary plat on 29.021 acres known as Tract 161 in the I. Glaze Survey, A-313, Tract 29A in the J. Dixon Survey, A-214, and Tract 1A in the J. M. Ross Survey, A-737, approximately addressed at 600 N. Parkway Drive. (Parkview at Alvarado Apartments) (French)
16. Consideration and action on Ordinance 2023-0012, authorizing the issuance of Certificates of Obligation. (Cox)
17. Presentation concerning abandoning water well permit with Prairiелands Conservation District. (Dwiggins)

EXECUTIVE SESSION:

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EXECUTIVE SESSION: Pursuant to the Texas Open Meetings Act, Chapter 551 of the Texas Government Code, the City Council may convene in executive session to deliberate regarding the following matters: 1. § 551.071. Consultation with Attorney. The City Council may convene in executive session to conduct a private consultation with its attorney on any legally posted agenda item, when the City Council seeks the advice of its attorney about pending or contemplated litigation, a settlement offer, or on a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with the provisions of Chapter 551, including the following items: A. Any item listed on the agenda. B. Potential donation to the city and permitted uses of donated funds/items. C. Sewer infrastructure. 2. Section § 551.073. Deliberation regarding a prospective gift or donation. The City Council may convene in executive session to deliberate a negotiated contract for a prospective gift or donation to the City.

RECONVENE OPEN SESSION:

18. Convene back into open session to take action necessary as a result of items 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.

ADJOURN

ACCESSIBILITY STATEMENT

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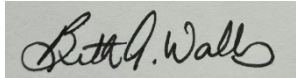
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The Alvarado City Hall and Council Chamber are wheelchair accessible. The exit and parking ramps are located in the front of the building. Persons with disabilities who plan to attend this meeting and who may need auxiliary aids or services such as 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 on May 12, 2023 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, reading "Beth A. Walls", is displayed within a light gray rectangular box.

Beth A Walls, TRMC, IPMA-SCP, CPM
City SecretaryHRD

CITY OF ALVARADO
County of Johnson
State of Texas
4/17/2023
City Council Minutes.

The City Council of the City of Alvarado met in Regular Called Session on Monday, April 17, 2023 at 6:30 p.m. The following were present for roll call:

Jacob Wheat	Mayor
Lydia Moon	Mayor Pro-Tem
Cherry Bryant	Councilperson
Kevin Thomas	Councilperson
Scott Arthur	Councilperson
Michael Bennett	Councilperson
Beverly Short	Councilperson

The following were absent for roll call:

Others Present:

Paul DeBuff	City Manager
Beth A Walls	City Secretary
Laura Cox	Chief Financial Officer
Ashley Dierker	City Attorney
Justin French	Community Dev. Director
Paula Hardison	Director Billing/Accounting
John Rodgers	Fire Chief
Precious Moore	Library Director
Michael Dwiggins	Public Works Director

Mayor Jacob Wheat call the meeting to order at 6:30 p.m. and gave the invocation.

PLEDGE OF ALLEGIANCE

PUBLIC COMMENTS- Jayme Jones updated Council on upcoming events in Alvarado

AGENDA ITEM #1 & 2

CONSENT AGENDA

1. Approve minutes from the March 20, 2023 regular City Council meeting.
2. Consideration and action to authorize the City Manager to enter into an agreement with General Code/Franklin Legal to provide codification services for the City of Alvarado.

Motion was made by Lydia Moon and seconded by Beverly Short to approve the consent agenda.

This motion supported 6 votes in approval and 0 votes opposed. Motion carried.

AGENDA ITEM #3

Consideration and action to authorize the City Manager to approve an agreement for professional subscription services with Fifth Asset, Inc. dba DebtBook, for a 12-month period that would assist with legal compliance for the upcoming FY2022 financial audit and beyond and provide a repository for debt agreements, leases, and amortization tables. (Cox)

The Governmental Accounting Standards Board (GASB) adopted new requirements for reporting on leases and subscription-based information technology arrangements. The new GASB Statement No. 87 for Leases is required for the FY 2022 audit, which is scheduled to begin in May 2023. The new GASB Statement No. 96 for Subscription-Based Information Technology Arrangements (SBITAs) is required for the FY 2023 audit. Because of the highly technical nature of the new rules, many cities are using specialized software to assist with identifying what constitutes a lease, calculations and recording key information that must be included in future audits. Our auditors have also recommended the use of professional software to address these new pronouncements

Motion was made by Michael Bennett and seconded by Beverly Short to authorize the City Manager to approve the agreement between Fifth Asst, Inc and the City of Alvarado.

This motion supported 6 votes in approval and 0 votes opposed. Motion carried.

AGENDA ITEM #4

Nominations and action to appoint members to the Comprehensive Plan Advisory Committee (CPAC).

On January 23, 2023, the Alvarado City Council were presented with the need for a mid-level update to the Comprehensive Plan adopted in June of 2017. Appointment of members to CPAC is one of the first steps in the update process. Nominations for this committee include:

Marty Douglas	Israel Stephens	Tom Durrington
Jayne Jones	Joshua Rendon	Calvin Jenkins
Rosita Jenkins	Lewis King	Donna Evans
Morgan Burch	Zach Burch	Marissa Wheat

Motion was made by Beverly Short and seconded by Cherry Bryant to approve the nominations as presented.

This motion supported 6 votes in approval and 0 votes opposed. Motion carried.

AGENDA ITEM #5

Public Hearing, consideration, and action to approve Ordinance 2023-0009 of the City of Alvarado, Texas, amending the subdivision regulations of the City, Chapter 34 of the Code of Ordinances, by amending general requirements and design standards pertaining to alleys.

Mayor Wheat opened the Public Hearing at 6:51 p.m.

The purpose of the Alvarado subdivision ordinance is to provide for the orderly, safe, and healthful development of the area within the City and within the area surrounding the City and to promote the health, safety, morals, and general welfare of the community by securing adequate provision for traffic, light, air, recreation, transportation, water, drainage, sewage, and other facilities. From time to time the subdivision ordinance must be amended to achieve this purpose. The proposed ordinance amendment is intended to modernize the general requirements and design standards for alleys for the purposes of the Alvarado subdivision regulations.

The Public Hearing was closed at 6:54.

Motion was made by Lydia Moon and seconded by Kevin Thomas to approve Ordinance 2023-0009.

This motion supported 6 votes in approval and 0 votes opposed. Motion carried.

AGENDA ITEM #6

Public Hearing, consideration, and action approving Ordinance 2023-0010 of the City of Alvarado, Texas, amending the Flood Hazard Reduction Ordinance of the City, Chapter 18 of the Code of Ordinances, by expanding the duties and responsibilities of the floodplain administrator, and by amending floodplain development permit procedures and standards.

Mayor Wheat opened the Public Hearing at 6:55 p.m.

The purposes of the Alvarado Flood Hazard Reduction ordinance include promoting the health, safety, and general welfare of the citizens of the City and the area within one mile of the corporate limits of the City, to minimize need for rescue and relief efforts associated with flooding, to minimize prolonged business interruptions, to minimize damage to public facilities and utilities, to help maintain stable tax base, and to insure that potential buyers are notified that property is in a flood area. The attached ordinance amendment is intended to enhance floodplain regulations to the current standard adopted by Johnson County. The most impactful change is the creation of a minimum freeboard of three (3) feet. Freeboard is an additional amount of height above the Base Flood Elevation used as a factor of safety in determining the level at which a structure's lowest floor must be elevated or floodproofed. Requiring three feet of freeboard is significant since the Johnson County regulations and the proposed Alvarado regulations allow new developments to result in increases to the base flood elevation up to one foot.

The Public Hearing was closed at 7:00 p.m.

Motion was made by Michael Bennett and seconded by Lydia Moon to approve Ordinance 2023-0010.

This motion supported 6 votes in approval and 0 votes opposed. Motion carried.

AGENDA ITEM #7

Consideration and action approving resolution R2023-0007, accepting the petition for annexation of 21.679 acres in the 1200 block of N. Cummings (Agave Trail Tract B). (French)

On February 21, 2022, the Alvarado City Council approved Ordinance No. 2022-002 that annexed 120.04 acres at the request of Agave Trail Development LLC. The Alvarado ISD now petitions for the voluntary annexation of 21.679 acres that is to be conveyed to Agave Trail Development LLC in exchange for 22.8 acres that on March 20, 2023, City Council approved the rezoning and conditionally approved the preliminary plat for the future site of Alvarado North Elementary. The subject site is intended to be rezoned and developed with single-family residences as part of a revised Agave Trail Addition development.

Motion was made by Lydia Moon and seconded by Beverly Short to approve Resolution R2023-0007.

This motion supported 6 votes in approval and 0 votes opposed. Motion carried.

AGENDA ITEM #8

Consideration and action to approve the application of Alvarado Independent School District on behalf of Agave Trail Development, LLC for approval of the Alvarado North Addition final plat on 22.8 acres known as a portion of Tract 6 in the J. M. Ross Survey, A-737, approximately addressed at 1300 N. Cummings Drive. (French)

On March 20, 2023, the City Council approved the preliminary plat application with the conditions found in the Preliminary Plat Approval Letter. The final plat was submitted and deemed administratively complete on April 3, 2023. Per Section 34-36.d of the Alvarado subdivision ordinance, the City Council shall:

- (1) Act within 30 days after the filing of final plat and engineering plans,
- (2) The City Council shall conclude one of the following.
 - a. Approved.
 - b. Approve with conditions.
 - c. Disapprove but may be returned for further consideration by the Planning and Zoning Commission.
 - d. Disapprove.

The Future Lane Use (FLU) map within the Alvarado Comprehensive Plan designates the subject site for Public/Semi-Public use, and the property is zoned to the Institutional Overlay – Agriculture

(I-A) District. Staff finds the final plat to comply with the minimum standards of the Alvarado subdivision ordinance and all other ordinances with the exceptions being stated in the attached recommended conditions of approval letter.

Motion was made by Kevin Thomas and seconded by Michael Bennett to approve the application for Alvarado North Addition final plat on 22.8 acres known as a portion of Tract 6 in the J. M. Ross Survey, A-737, approximately addressed at 1300 N. Cummings Drive.

This motion supported 5 votes in approval and 1 vote opposed. Motion carried.

AGENDA ITEM #9

Consideration and action to approve the application of Stephanie Torrez on behalf of Rez Real Estate Investments, LLC for approval of Lot 1, Block 86 of the Original Town of Alvarado Addition final plat being 0.36 of an acre and known as a portion of tract in the A. J. Patton Survey, A-685, addressed 705 E. Davis Avenue. (French)

On March 20, 2023, the City Council approved the preliminary plat application with conditions found in the attachment titled Preliminary Plat Approval Letter. Per Section 34-36.d of the Alvarado subdivision ordinance, the City Council shall:

- (1) Act within 30 days after the filing of final plat and engineering plans,
- (2) The City Council shall conclude one of the following.
 - a. Approved.
 - b. Approve with conditions.
 - c. Disapprove but may be returned for further consideration by the Planning and Zoning Commission.
 - d. Disapprove.

The Future Land Use (FLU) map within the Alvarado Comprehensive Plan designates the subject site for Low Density Residential, and the property is zoned Single-Family Residential (SF-2) District. Staff finds the final plat to comply with the preliminary plat, conditions made on the approval of the preliminary plat, the minimum standards of the Alvarado subdivision ordinance and all other ordinances with no exceptions.

Motion was made by Lydia Moon and seconded by Beverly Short to approve the application of a final plat for Lot 1, Block 86 of the Original Town of Alvarado.

This motion supported 6 votes in approval and 0 votes opposed. Motion carried

AGENDA ITEM #10

Consideration and action to authorize the City Manager to execute a construction contract with Live Edge Concepts, in the amount of \$15,000.00 for trimming trees & shrubs and the removal of debris at 220 S. Cummings Drive, Alvarado, Texas. (Suber)

Balch-Senterwood Cemetery was established in 1852, and it is considered one of the oldest cemeteries in Johnson County. During the 1900s, the City of Alvarado acquired the cemetery along with the responsibility of maintenance and care. For the past twenty years, Johnson County Jail (JCJ) have maintained the grounds with inmate manpower. However, due to a constant turnover of inmates, Johnson County Jail cannot designate a group (inmates) to provide consistent routine maintenance, therefore the cemetery has become inundated with overgrown trees and shrubs.

Due to an inconsistency of routine maintenance and care, staff contacted three (3) different tree trimming and landscaping companies to inspect the condition of the cemetery grounds, plus provide quotes to improve the appearance of the cemetery while being mindful of the delicate nature of this historical site (with respect for the resting place of past Alvarado citizens, antique fencing and headstones throughout the cemetery).

On March 20, 2023, City Council approved the authorization of the City Manager to execute a construction contract with Alvarado's Tree Services, but the contract was never executed due to unforeseen events with the owner of Alvarado's Tree Services. Therefore, Live Edge Concepts has agreed to clean-up the cemetery.

Motion was made by Lydia Moon and seconded by Michael Bennett to approve authorizing the City Manager to execute a construction contract with Live Edge Concepts, in the amount of \$15,000 for trimming trees and shrubs, and the removal of debris at 220 S. Cummings Drive.

This motion supported 6 votes in approval and 0 votes opposed. Motion carried.

There was no Executive Session in this meeting.

Mayor adjourned meeting at 7:13 p.m.

Passed and approved this the 15th day of May, 2023.

Mayor Jacob Wheat

Respectfully Submitted,

Beth A Walls, City Secretary/HRD



City Council Meeting Management Report

Meeting Date: May 15, 2023

Contact: Laura Cox, CFO

Phone: 817-790-3351, Ext. 117

AGENDA ITEM:

Consideration and action approving a letter of engagement with Waters, Vollmering and Associates, L.L.P. to perform the annual audit for fiscal year 2022, and authorizing the Mayor and/or City Manager to execute any documents in connection therewith.

BACKGROUND & FINDINGS:

An engagement letter will be executed with the firm for the audit.

FINANCIAL IMPACT:

Funds for this expenditure are included in the fiscal year 2023 budget.

MANAGEMENT REVIEW:

Paul DeBuff, City Manager



May 10, 2023

Honorable Mayor and City Council
City of Alvarado, Texas
104 W. College
Alvarado, TX 76009

We are pleased to confirm our understanding of the services we are to provide the City of Alvarado, Texas for the year ended September 30, 2022.

Audit Scope and Objectives

We will audit the financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the basic financial statements of the City of Alvarado, Texas as of and for the year ended September 30, 2022. Accounting standards generally accepted in the United States of America (GAAP) provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the City of Alvarado's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the City of Alvarado's RSI in accordance with auditing standards generally accepted in the United States of America (GAAS). These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient appropriate evidence to express an opinion or provide any assurance. The following RSI is required GAAP and will be subjected to certain limited procedures, but will not be audited:

- 1) Management's Discussion and Analysis
- 2) Schedule of Revenues, Expenditures, and Changes in Fund Balances – Budget to Actual – General Fund
- 3) Schedule of Changes in Net Pension Liability and Related Ratios

- 4) Schedule of Contributions
- 5) Notes to Required Supplementary Information

We have also been engaged to report on supplementary information other than RSI that accompanies the City of Alvarado's financial statements. We will subject the following information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with GAAS, and we will provide an opinion on it in relation to the financial statements as a whole in a report combined with our auditor's report on the financial statements:

- 1) Combining Balance Sheet – Other Governmental Funds
- 2) Combining Statement of Revenues, Expenditures and Changes in Fund Balance - Other Governmental Funds

The objectives of our audit are to obtain reasonable assurance as to whether the financial statements as a whole are free from material misstatements, whether due to fraud or error; issue an auditor's report that includes our opinion about whether your financial statements are fairly presented, in all material respects, in conformity GAAP and report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Reasonable assurance is a high level of assurance but is not absolute assurance therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements.

The objectives also include reporting on internal control over financial reporting and compliance with provisions of law, regulations, contracts and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.

Auditor's Responsibilities for the Audit of the Financial Statements

We will conduct our audit in accordance with GAAS and the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and will include tests of your accounting records and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with GAAS and *Government Auditing Standards*, we exercise professional judgment and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall

presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not expect auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste or abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements may not be detected by us, even though the audit is properly planned and performed in accordance with GAAS and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors, fraudulent financial reporting, or misappropriation of assets that comes to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. Our responsibility as auditors is limited to the period covered by our audit and does not extend to later periods for which we are not engaged as auditors.

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the government's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected customers, creditors, and financial institutions. We will also request written representations from your attorneys as part of the engagement. and they may bill you for responding to this inquiry.

Our audit of the financial statements does not relieve you of your responsibilities.

Audit Procedures – Internal Controls

We will obtain an understanding of the government and its environment, including internal control relevant to the audit, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting

errors or fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional, omissions, misrepresentation, or the override of internal control. An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards and *Government Auditing Standards*.

Audit Procedures – Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the City of Alvarado's compliance with the provisions of applicable laws, regulations, contracts, agreements, and grants. However, the objective of our audit will not be to provide an opinion on overall compliance, and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

Other Services

We will also assist in preparing the financial statements and related notes, required supplementary information and other supplementary information of the City of Alvarado in conformity with accounting principles generally accepted in the United States of America based on information provided by you. U.S. generally accepted accounting principles based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statement services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

You agree to assume all management responsibilities relating to the financial statements and related notes and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements and related notes, required supplementary information and other supplementary information and that you have reviewed and approved the financial statements and related notes, required supplementary information and other supplementary information prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior

management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Responsibilities of Management for the Financial Statements

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for designing, implementing, establishing, and maintaining internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met; following laws and regulations; and ensuring that management and financial information is reliable and properly reported. Management is also responsible implementing systems designed to achieve compliance with applicable laws, regulations, contracts and grant agreements. You are also responsible for the selection and application of accounting principles, for the preparation and fair presentation of the financial statements and all accompanying information in conformity with U.S. generally accepted accounting principles, and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers). You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence. At the end of the conclusion of the our audit, we will require certain written representations from you about your responsibilities for the financial statements; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by GAAS and *Government Auditing Standards*.

Your responsibilities include adjusting the financial statements to correct material misstatements and for confirming to us in the written representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements of each opinion unit taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws,

regulations, contracts, agreements, and grants and for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, or contracts or grant agreements that we report.

You are responsible for the preparation of the supplementary information, which we have been engaged to report on, in conformity with accounting principles generally accepted in the United States of America (GAAP). You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon OR make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits or other studies related to the objectives discussed in the Audit Scope and Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

Engagement Administration, Fees and Other

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

We will provide copies of our reports to the City of Alvarado; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Waters, Vollmering & Associates, L.L.P. and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to GAO or its designee, a federal agency

providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Waters, Vollmering & Associates, L.L.P. personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by GAO. If we are aware that a federal awarding agency or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

We expect to begin our audit in June 2023, and to issue our reports no later than September 2023. Gil Vollmering is the engagement partner and is responsible for supervising the engagement and signing the report of authorizing another individual to sign it.

Our fee for these services will be at our standard hourly rates plus out of pocket costs (such as report reproduction, word processing, postage, travel, copies, telephone, etc.) except that we agree that our gross fee, including expenses will not exceed \$35,000. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. You may engage us to assist your staff in preparing accounting entries outside the scope of the audit. These accounting services performed outside of the audit will be billed at our standard hourly rates and will be billed separately. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

Notwithstanding anything to the contrary herein, the City may terminate our employment at any time by notifying us in writing. Upon termination of our representation, you will be obligated to pay us for all services rendered and expenses incurred as of the date of receipt of the letter of termination.

Reporting

We will issue a written report upon completion of our audit of The City of Alvarado, Texas' financial statements. Our report will be addressed to those charged with governance of The City of Alvarado, Texas. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of

these circumstances, it may be necessary for us to modify our opinions, add a separate section, or add an emphasis-of-matter or other-matter paragraph to our auditor's report, or if necessary, withdraw from this engagement. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or withdraw from this engagement. Timely notice will be provided to the City as soon as practicable if we anticipate withdrawal from the engagement.

We will also provide a report (that does not include an opinion) on internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements as required by *Government Auditing Standards*. The report on internal control and on compliance and other matters will state (1) that the purpose of the report is solely to describe the scope of testing of internal control and compliance, and the results of that testing, and not provide an opinion on the effectiveness of the entity's internal control on compliance, and (2) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The report will also state that the report is not suitable for any other purpose. If during our audit we become aware that The City of Alvarado, Texas is subject to an audit requirement that is not encompassed in the terms of this engagement, we will communicate to management and those charged with governance that an audit in accordance with U.S. generally accepted auditing standards and the standards for financial audits contained in *Government Auditing Standards* may not satisfy the relevant legal, regulatory, or contractual requirements.

We appreciate the opportunity to be of service to the City of Alvarado and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy, and return it to us.

Very truly yours,


Waters, Vollmering & Associates, LLP

This letter correctly sets forth the understanding of the City of Alvarado, Texas.

Management signature:: _____

Title: _____

Date: _____

Governance signature: _____

Title: _____

Date: _____



City Council Meeting Management Report

Meeting Date: May 15, 2023

Contact: Donielle Suber, Assistant to the City Manager

Phone: 817-790-3351, Ext. 116

AGENDA ITEM

Consideration and action to authorize the City Manager to execute a construction contract with the Demo Company, in the amount of \$15,623.00, to provide for the asbestos abatement and mold remediation at (Administration Building) 107 E. College Avenue, Alvarado, Texas.

BACKGROUND & FINDINGS

In 2020, the City of Alvarado acquired 107 E. College Street (Administration Building), to address the City's need for additional office space. For the past few years, the building has mostly been vacant (only temporarily housed the public library in 2021). While the Administration building sat vacant, the interior sustained significant water damage, due to roof leaks. Environmental hazards ensued that includes both asbestos and mold, along with other interior damages (peeling paint, bowed and stained ceiling tiles and warped flooring) throughout. To prevent further water damage, the roof was replaced in February 2023. Since the roof has been replaced, the abatement and remediation can be addressed.

Considering the building cannot be occupied without addressing the environmental hazards, staff worked with Ensolum (the environmental assessment company that performed initial assessments and prepared the design plan for asbestos and mold), to review proposals for the abatement & remediation project from five (5) different environmental remediation companies.

FINANCIAL IMPACT

The project will cost \$15,623.00, including the removal of existing flooring, cove base covering (rubber baseboards) and areas of drywall.

RECOMMENDATION

Based on the recommendation from Ensolum and their validation of the proposed quotes, staff recommends City Council authorize the City Manager to execute a construction contract with the Demo Company in the amount of \$15,623.00 for asbestos abatement and mold remediation at 107 E. College Avenue.

MANAGEMENT REVIEW

Paul DeBuff, City Manager

ATTACHMENTS

Recommendation email from Ensolum, LLC

Proposals from:

- The Demo Company
- Affordable Environmental Services (AES)
- ARC Abatement
- HP EnviroVision
- Intercon Environmental, Inc

From: [Darren Bowden](#)
To: [Donielle Suber](#)
Subject: Bid Evaluation
Date: Friday, May 5, 2023 9:54:18 AM
Attachments: [image002.png](#)
[image003.png](#)
[image004.png](#)

*****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.

Based on a review of the bids submitted, I recommend the low bidder, The Demo Company, to perform the project. I have worked with them on several projects in the past and have had no issues.

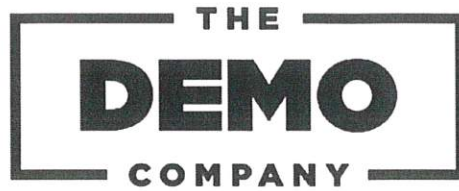
Thank you,



Darren G. Bowden

Principal
214-364-8142
[Ensolum, LLC](#)
[in](#) [f](#) [t](#)





Proposal #1

Date: May 2, 2023

Proposal For:

Ms. Donielle Suber

City of Alvarado

104 West College Street

Alvarado, Texas 76009

Project:

Alvarado Administration Staff Office

107 East College Street

Alvarado, Texas 75205

The Demo Company is pleased to submit the following proposal for asbestos abatement and mold remediation designed specifically for the above referenced project. This agreement is contingent upon acceptance of this proposal.

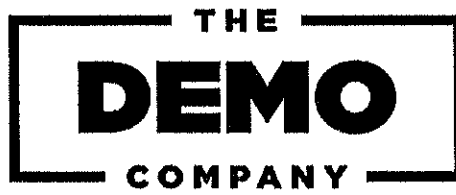
Asbestos & Mold Abatement Sum: **\$ 15,623.00** (approx. 4 to 5 working days to complete)

The Demo Company will perform the asbestos and mold abatement in a thorough and professional manner consistent with industry standards. The Demo Company cannot guarantee and does not warrant that the limited scope of work has revealed all adverse asbestos and mold conditions affecting the site.

Payment Terms: Net 30 days


Submitted by:
Scott Agnor

Accepted by: Date



Proposal #1

Date: May 2, 2023

Project:

Alvarado Administration Staff Office

107 East College Street

Alvarado, Texas 75205

Scope of Project

Project Description:

- Contain, remove, and dispose of approx. 3,500 square feet of asbestos containing vinyl floor tile and mastic, some under non-acm flooring throughout the building,
- Contain, remove, and dispose of approx. 15 square feet of mold contaminated sheetrock ceilings in the back restroom. Also, clean mold from CMU walls in the restroom, office and back room per the supplied drawing.
- HEPA vacuum and/or damp wipe surfaces (i.e., walls, floors, ceiling) in the containment areas.

Procedures: If Applicable

- Contain affected areas with critical barriers on windows, doors, and HVAC vents.
- Construct decontamination unit.
- Install negative airs to establish negative pressure within containment areas.
- Isolate affected areas from non-affected areas utilizing 6-mil plastic sheeting to seal access points to the containment areas.
- Workers shall wear disposable suits, respirators, and gloves.
- Place contaminated waste in 6-mil plastic bags and/or sheeting for disposal.
- HEPA vacuum and damp wipe surfaces (i.e., walls, floors, ceilings) inside containment areas.
- Encapsulate areas of removal after final clean of containment areas.



Proposal #1

Date: May 2, 2023

Project:

Alvarado Administration Staff Office

107 East College Street

Alvarado, Texas 75205

Our proposal includes and is based on the following:

- Owner and/or GC to supply all needed water for this project.
- Affected areas to be evacuated prior to start of project.
- Proposal is based on owner and/or general contractor providing staging areas for materials, equipment, dumpster, and parking for crew members.
- Time frame for this project is approx. 4 to 5 working days (Monday thru Friday).
- One mobilization and demobilization to project site.
- Owner to pay cost for 10-day notification for asbestos abatement.
- Compliance with TDSHS, TDLR, EPA and OSHA regulations for asbestos and mold removal.
- A++ rated 1-million-dollar insurance coverage.

Our proposal excludes the following:

- Proposal excludes any badging requirements for TDC's personnel.
- Excludes wall and ceiling framing after sheetrock is removed.
- Repair of interior surfaces and fixed objects due to the possible minimal damage caused by preparation of work areas.
- Cleaning, moving and storage of contents from affected areas.
- Lead abatement.
- Cleaning of HVAC unit and ducts.
- Additional abatement of materials and/or areas not in TDC's proposal.
- Third party consultant oversight and all sampling.
- Sales tax.
- Fire or security watch.
- Damages not reported to TDC within 48 hours of completion of project.



Texas Department of State Health Services

THE ABATEMENT COMPANY LLC DBA THE DEMO COMPANY

is certified to perform as an

Asbestos Abatement Contractor

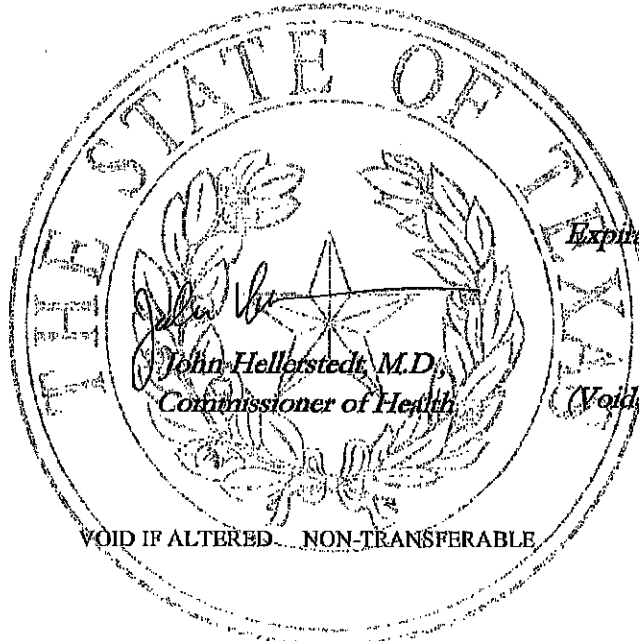
in the State of Texas and is hereby governed by the rights, privileges and responsibilities set forth in Texas Occupations Code, Chapter 1954 and Title 12, Texas Administrative Code, Chapter 295 relating to Texas Asbestos Health Protection, as long as this license is not suspended or revoked.



License Number: 801226

Expiration Date: 12/15/2023

Control Number: 96996



(Void After Expiration Date)

SEE BACK



Texas Department of State Health Services

THE ABATEMENT COMPANY, LLC DBA THE DEMO COMPANY

is certified to perform as an

Asbestos Transporter

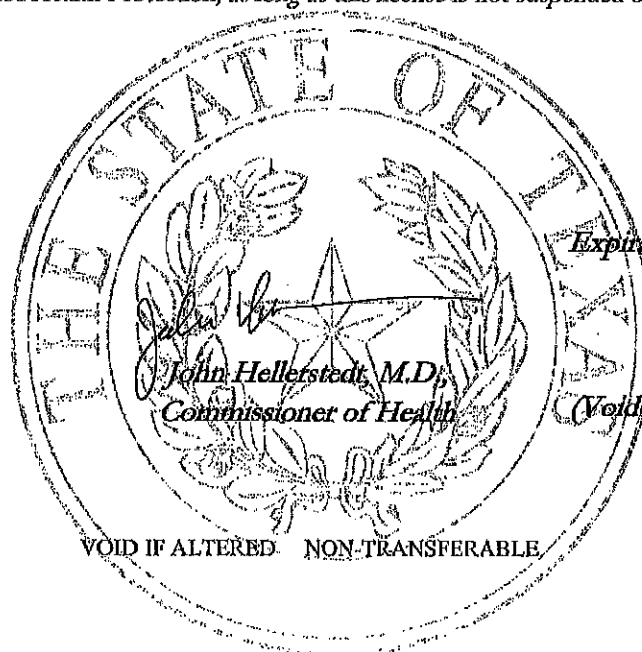
in the State of Texas and is hereby governed by the rights, privileges and responsibilities set forth in Texas Occupations Code, Chapter 1954 and Title 12, Texas Administrative Code, Chapter 295 relating to Texas Asbestos Health Protection, as long as this license is not suspended or revoked.



License Number: 400635

Expiration Date: 12/16/2023

Control Number: 96889



(Void After Expiration Date)

SEE BACK



TEXAS DEPARTMENT OF LICENSING AND REGULATION

P.O. Box 12157
Austin, Texas 78711-2157
1-800-803-9202 (512) 463-6599
www.tdlr.texas.gov

If you cut around the border of the license it will fit in
a standard 5" x 7" frame.

THE ABATEMENT COMPANY
2303 SHORECREST DR
DALLAS TX 75235-1803

Rick Figueroa
Chair

Thomas F. Butler
Vice Chair



Gerald R. Callas, M.D., F.A.S.A.
Helen Callier
Nora Castañeda
Joel Garza
Gary F. Wesson, D.D.S., M.S.

Mold Remediation Company
THE ABATEMENT COMPANY, LLC
2303 SHORECREST DR DALLAS

License Number: RCO1494

The entity named above is licensed by the Texas Department of Licensing and Regulation.

License Expires: November 22, 2023

Brian E. Francis
Executive Director



HP EnviroVision

May 3, 2023

PROPOSAL #KD1764-23

Donielle Suber
City of Alvarado
104 W. College St.
Alvarado, TX 76009

817.659.9808
suberd@cityofalvarado.org

RE: Administration Staff Office Building
107 East College Street
Alvarado, Texas 76009

HP ENVIROVISION (HP) appreciates the opportunity to present this proposal for the **abatement of asbestos containing materials and removal the water damaged wallboard and floors with visible mold growth** at the above referenced site as further identified in the scope of work section of this proposal.

HP will perform the work per local, state, and federal guidelines, including regulations of the Environmental Protection Agency (EPA), Occupational Safety & Health Administration (OSHA), Texas Department of Licensing and Regulation (TDLR), and the Texas Department of State & Health Services (DSHS).

Our bid includes combined insurance coverage of **\$10,000,000 limits** on Auto & General Liability (including contractor's pollution liability). Microbial (mold) services, Employer's Liability \$1M limits with Statutory Worker's Compensation insurance.

HP is licensed by the Texas Department of State Health Services (DSHS) as an asbestos abatement contractor (**#80-0630**), asbestos transporter (**#40-0178**), certified as a **"Lead Firm," Certification Number #2110142**, licensed Mold Remediation Company **#RCO 0106**, and a Mold Contractor (Quinn Johnsen), **#MRC1545**.

Notification of regulatory agencies (DSHS/ EPA) is required prior to performing this work. Upon receipt of a notice to proceed, HP will file the mandatory ten (10) working day notification to DSHS for the owner. The **DSHS asbestos removal fee is not included with our bid and is to be paid by owner or others.** DSHS will send this removal fee invoice directly to the building owner's representative for direct payment. Fees are determined by the quantity of asbestos to be abated. DSHS calculates fees at \$30 per Asbestos Reporting Unit (ARU) plus 3%; each 160 square feet or 260 linear feet of asbestos abated equals one ARU.

This mold remediation project involves removing more than 25 square feet of mold contaminated materials. Upon approval of this proposal **HP will file the mandatory 5 working day notice to TDLR prior to start.** TDLR will assess the project a \$25 fee, **which is included with HP's bid.** HP will pay this fee for the owner upon approval of this proposal. Bid assumes gypsum board texture and joint compound are non-ACM. Asbestos status of materials designated for removal needs to be determined prior to start per OSHA regulations. **No notification required for the asbestos abatement portion of this project.**

HP appreciates the opportunity to submit this proposal, and we look forward to the opportunity to demonstrate our professional capabilities. **To proceed, please return one signed copy of this proposal, issue a notice to proceed or purchase order so that we may schedule the work.**

Respectfully,

Kevin Dahlke

Kevin Dahlke

Estimator/Assistant Project Manager

310 E. Trinity Blvd. Suite 800, Grand Prairie, TX 75050, (972) 399-0068, Fax 972-986-6013

SCOPE OF WORK This bid proposal includes the following environmental services.

Administration Building – 107 E. College St. Alvarado, TX 76009:

- I. **Scope of Work to be Completed.** The following items and quantities are included as part of HP's bid proposal:
 - **Throughout** – Abatement of ~3,654 square feet of single layer flooring and underlying black mastic on concrete. Then disinfect and treat for mold.
 - **Office and Stock Room** – Remediation of ~200 square feet of single layer gypsum board from walls, full height. Then disinfect and treat for mold.
 - **Rear Restroom** – Remediation of ~25 square feet of single layer gypsum board from ceiling. Then disinfect and treat for mold.
 - **Rear Restroom** – Remediation of ~40 square feet of texture on CMU by grinding. Then disinfect and treat for mold.
- II. **Site Specific Bid Qualifications:**
 - 1) Bid based on adequate power and water at the site.
 - 2) HP excludes cleaning of any components of the HVAC system in the building including supply or return duct cleaning, return air plenum cleaning, or filter replacement.
 - 3) HP not responsible for any damages to in wall / ceiling plumbing or electrical.
 - 4) In wall / ceiling insulations will be removed and discarded as acm waste.
 - 5) Flooring will be abated up to items left in place. I.E., walls, toilets, etc.
- III. **Work Area Preparation:** No consultant abatement "work plan" or "specification" was provided at the time of HP's bid preparation, thus, our bid is based on performing all the work per the minimum guidelines and standards of state and federal regulations so that the client does not incur additional costs.
- IV. **Qualifications:** HP will provide a state-licensed Asbestos Supervisor and state-licensed Asbestos Technicians (workers) for all work at the site. All workers will have had training, respirator fit tests, and current medical exams.

V. Personnel Protective Equipment:

- 1) 3M or Honeywell (North) Brand ½ mask negative pressure respirators and/or Honeywell (Survivair) Power Air Purifying Respirators (PAPR)
- 2) Protective suits, safety glasses, hard hats, safety gloves, safety vests, and when applicable for elevated work safety body harnesses and lanyards.

METHODS:

Remediation of asbestos containing / mold impacted materials will be performed using hand tools and wet methods to minimize dust generation.

PROJECT DURATION:

Project duration for asbestos abatement / mold remediation is estimated at **five (5)** working shift(s). HP will work **Monday - Friday, day shifts, and up to 10 hours per work shift(s)**. HP may work Saturdays at HP's discretion and with owner / consultant approval.

Mold remediation containment tear down is estimated at one (1) additional working day, however, allow for additional time for delays due to possible re-cleaning at the unit rates below or to obtain visual clearance by the Mold Assessment Consultant.

WASTE TRANSPORT - DISPOSAL:

Mold wastes generated to be packaged in poly or high-density plastic disposal bags, sealed, and discarded in accordance with regulatory requirements in an off-site waste container at HP's warehouse, or HP will utilize the owner's on-site waste container when possible unless directed otherwise in advance.

Asbestos wastes generated will be packaged, labeled, manifested, transported and disposed of by HP for the owner to an EPA / DSHS approved landfill. The original (signed) copy of the waste manifest will be sent back to the owner directly by the landfill once burial is complete and landfill signs acknowledging disposal.

Bid Qualifications - Responsibilities of Owner/Others:

- 1) **Utilities;** Bid based on the client / owner providing adequate site water & electrical sources for the proposed work.
- 2) **Parking;** allow for placement, when applicable, of asbestos or disposal containers next to the structure and parking for HP employees and an equipment trailer.
- 3) **Containment Watch** or Security excluded when HP is not on site.
- 4) **HVAC System;** When applicable, owner to coordinate and shut down the HVAC system or system(s) requiring shutdown to allow for the abatement process.
- 5) **Contents;** When applicable, owner in advance to remove any sensitive equipment, appliances, furnishings, salvage, items blocking access, contents from the work area(s).
- 6) **Refurbishment;** HP's base bid does not include refurbishing finishes, painting, re-insulation, reinstallations, restorations or replacements unless specifically stated.
- 7) **Tape Damage;** Damage to surfaces may occur from securing poly with adhesives as required to contain the work per consultant design or regulations. Window tint may be damaged if HP is required to tape to it by consultant. Repairs excluded.
- 8) **Accessibility;** Materials to be physically accessible, openly exposed, not requiring demolition to access unless specified.
- 9) **Insurances;** HP carries \$10,000,000 combined limits on Auto & General Liability, \$1M on Employers Liability & Mold and Statutory on Worker's Compensation. Any additional coverages can be provided on a cost +15% basis. When requested, owner to be listed

- as an additional insured and provided with a Waiver of Subrogation. Property / Builder's risk insurance by owner.
- 10) **Notice;** Owner or their agent to notify subcontractors, employees, tenants affected by the asbestos abatement work prior to HP's mobilization as required by OSHA.
 - 11) **Delays;** HP will be excused for any delay beyond our reasonable control, such as, Acts of God, labor disputes, accidents, inclement weather, acts of public authority, acts of the Owner, or other unforeseen contingencies.
 - 12) **Status;** HP's status is that of an independent contractor and to provide services only as indicated by the owner or their representatives.
 - 13) **Fees;** DSHS removal fee, taxes, special assessments / charges to be paid by owner.
 - 14) **Site Conditions;** Bid based on conditions existing at time of bid. If conditions vary or are altered, HP reserves the right to adjust our bid if they affect our work.
 - 15) **Multi-Layer;** Bid based on a single layer of material(s) unless specifically identified. If multi-layer materials (i.e. sheetrock, flooring), etc. are encountered an additional charge will apply to remove each additional layer.
 - 16) **Contract Inclusion;** Bid based on HP's bid proposal being incorporated into any contract documents and shall prevail and supersede over any conflicts.
 - 17) **Other hazardous materials,** if present, are excluded. Client shall timely inform HP as to the identity and location of any known hazardous - toxic materials - conditions at the project site. Owner is responsible for any costs associated with testing for, abating, or delays caused from the presence of other hazardous materials.
 - 18) **Changes to Scope;** If required, any alteration and/or deviation from this proposal involving a change in costs or duration will be executed only upon written orders. Additions will become an extra charge over and above this bid proposal.
 - 19) **Mold Air Clearance Protocol/ Testing Services:** Per state law, clearance testing to be provided and paid for by owner or others. Bid based on consultant providing clearance results within 24 hours of collection. HP to leave containment(s) in place until final clearance is provided. Visual clearance to be performed by a state licensed Mold Consultant and HP to coordinate with them once containment is ready. If visual inspection fails, HP to re-clean as shown by the consultant. If unacceptable air conditions are encountered after visual clearance and caused from undiscovered mold not included in the scope of work or work area, HP to perform any additional work or cleaning indicated on an hourly basis per the unit rates provided in this proposal. Cost for the air testing lab/ consultant/ and re-testing are **not included in HP's bid.**
 - 20) **Air Testing – Consultant (By Owner):** DSHS regulations require the owner to provide and pay for all air testing and consulting services independently. Air lab costs are excluded. Bid based on PCM type air clearance. Design, sampling, air monitoring and consulting are excluded. HP reserves right to adjust pricing or approve of owner selected air lab, consultant, project design-work plan, specifications when not provided or available at the time of bid preparation. Owner to request air lab to provide HP with a copy of all air test results for our records upon completion.

COMPENSATION FOR SERVICES: MOLD

Mobilization / Project Setup	\$ 395.00
Mold Remediation Services (See Page 2 Scope of Work)	
(Includes Labor & Insurances)	\$ 3,287.00
Asbestos Abatement (See Page 2 Scope of Work)	
(Includes Labor, Insurances, Licensing, & Training)	\$ 11,576.00
Materials (poly, tapes, suits, filters, coatings, bags, etc.)	\$ Included
Trade Equipment (decons, negative air units, vacuums)	\$ Included
Tear Down and Demobilization	\$ 1,200.00
Work Plan by Mold Remediation Contractor	\$ 275.00
Mold Waste Transport and Disposal	\$ 425.00
Asbestos Waste Manifest, Transportation & Disposal	\$ 1,261.00
TDLR Notification Fees	\$ Included
OSHA Monitoring of HP Employees	\$ 750.00
Mold Air Testing / Protocol / Consultant Services	\$ by owner
Air Testing / Project Design / Consultant Services	\$ by owner

Subtotal Base Bid: \$ 19,169.00

Nineteen Thousand One Hundred Sixty-Nine and 00/100 Dollars

Unit Labor rates if additional work / services outside of work area requested:

Unit Rates:	Project Superintendent	\$ 79.69/per hour *
	Environmental Technician(s)	\$ 52.69/per hour *
	De-humidifier Rental (per unit / per day)	\$ 103.00/each day
	Air Scrubber / Neg. Air with filters (per day per unit)	\$ 64.00/each day
	Anti-microbial Agents (e.g., IAQ 2000) per gallon	\$ 50.00/per gal.

Projects involving Mold remediation are taxable per TX state tax code, add 8.25% if client is not tax exempt.

Bid total is based on work being completed before 5/29/23 or after 6/30/23. If work needs to be completed between these dates a 25% premium will be added to the total.

TERMS: Completion Per SMU O&M Contract / No Retainage / Bonding Excluded. Proposal valid for 60 days.
Please sign below to indicate your acceptance of this proposal, and to serve as your "notice to proceed" with the work. Acceptance also serves as **authority for HP to file any required notifications to regulatory agencies (e.g. DSHS)**, and to sign the waste disposal manifest on the owner's behalf unless instructed otherwise.

_____ Company Name	_____ Purchase Order # (if applicable)
_____ Print Name	_____ Title
_____ Authorized Representative	
_____ Signature	_____ Date

Email Signed Copy to proposal@hpenvironmental.com or fax to: 972-986-6013

310 E. Trinity Blvd. Suite 800, Grand Prairie, TX 75050 (972) 399-0068, Fax 972-986-6013

Submitted To: City of Alvarado	Attn: Donielle Suber
Billing Address: 104 W. College St. Alvarado, TX. 76009	Project Address: 107 E. College St. Alvarado, TX. 76009
Phone: 817-659-9808	Email: SuberD@CityOfAlvarado.org

Affordable Environmental Services (AES) appreciates the opportunity to present this proposal for the **abatement of asbestos containing material(s)** at the above referenced site as further identified in the scope of work (SOW) section of this proposal.

COMPENSATION & SOW (Initial each approved)

Base Bid: \$23,8000.00 **Est. Project Duration:** 5-7 Days M-F

Remove and dispose of the following Asbestos Containing Materials (ACMs)

- ~ 3800 SqFt of flooring and associated black mastic.
- Mold removal and disinfecting as identified in mold protocol dated March 1, 2023 Ensolum Project No. 01A2200001.
- See drawing on page 4 for clarification of work areas and materials being removed.

Site Specific Bid Qualifications

- Proposal does not include the cost for a Licensed Asbestos Consultant to perform the required project design or air monitoring or cost of State Notification fees.
- All movable items to be removed by others prior to AES start date.

Bid Qualifications/Responsibilities of Owner

1. **Cancellations:** If project is cancelled by client/owner less than 1 business day prior to scheduled start date, a mobilization fee of \$700 will be charged.
2. **Utilities:** Bid based on the client/owner providing adequate power & water onsite for proposed work.
3. **Schedule:** AES will work Monday – Friday, day shifts, and up to 10 hours per shift. AES may work weekends at our own discretion and with owner approval.
4. **Parking:** Allow for placement, when applicable, of dumpsters next to the structure and parking for AES personnel.
5. **HVAC Systems:** When applicable, owner to shut down the HVAC system required to complete the abatement process.
6. **Contents:** Owner to have all movable items (furniture, fixtures, appliances, etc.) removed prior to AES arriving onsite. All work areas should be completely empty. AES personnel do not move items.
7. **Refurbishment:** AES does not perform any build-back or refurbishment services. Unless specifically stated.
8. **Tape Damage:** AES cannot be held responsible for minor tape damage to walls, fixtures, window tint, etc.
9. **Site Access:** During abatement activities (including times when containment is up but work is not in progress. E.g. weekends), there will be no access into or through the contained areas.
10. **Material Accessibility:** Materials to be physically accessible, openly exposed and not requiring demolition to access unless specifically stated.
11. **Insurance:** AES carries combined insurance coverage of \$1,000,000 limits on Auto & General Liability (including contractor's pollution liability) and Statutory Workers' Compensation insurance. Additional coverage can be provided on a cost +15% basis.
12. **Delays:** AES will be excused for any delay beyond our reasonable control, such as, Acts of God, labor disputes, accidents, inclement weather, acts of public authority, acts of the owner, or other unforeseen contingencies.
13. **Status:** AES's status is that of an independent contractor and to provide services only as indicated by the owner or their representatives.
14. **Regulatory Changes:** AES reserves the right to adjust pricing/duration for a change in regulatory enforcement.
15. **Site Conditions:** Bid based on conditions existing at time of bid. If conditions vary or are altered, AES reserves the right to adjust our bid if they affect our work.
16. **Multi-Layer:** Bid based on a single layer of material(s) unless specifically stated. If multiple layers of a material are uncovered an additional charge will apply to remove each additional layer.
17. **Contract Inclusion:** Bid based on AES's proposal being incorporated into any contract documents and shall prevail and supersede over any conflicts.
18. **Surfacing Materials:** Unidentified over-spray of surfacing materials are excluded.
19. **Other Hazardous Materials:** Bid excludes any other hazardous materials that may be present.
20. **Flooring Materials:** Materials covered by fixed items (walls, cabinets, etc.) are excluded. AES to abate up to covered surfaces unless specifically stated.
21. **3rd Party Insurance Payment:** By signing this proposal, owner is authorizing the insurance company to make payments direct to AES unless otherwise indicated.
22. **Unforeseen Conditions:** Unforeseen conditions may exist at the worksite and as such the Scope of Work is specific and does not include any such unforeseen conditions or contingencies. Additional work, if required will be priced separately.
23. **Scope Changes:** Any changes to the scope of work must be approved by the owner prior to performance by AES.
24. **Warranty/Guarantee:** Proposal comes with no warranty or guarantees of any kind.



(469) 338-7229
www.AESdallas.com
1780 Northwest Hwy. Ste. 125, Garland, TX 75041

AES to perform the work per local, state and federal guidelines, including regulations of the EPA, OSHA, and TDSHS.

TERMS

Total amount due at time of completion. 3% finance charge on amounts past due every 20 days. Client to pay costs and expenses, including reasonable attorney fees, incurred by AES should collection proceedings be necessary. AES does not accept debit or credit card payments. Check or money orders only.

Please return a signed copy of this proposal to indicate acceptance and a “notice to proceed” with the work so we may schedule the project.

Company

PO# (If applicable)

Print Name

Signature

Date

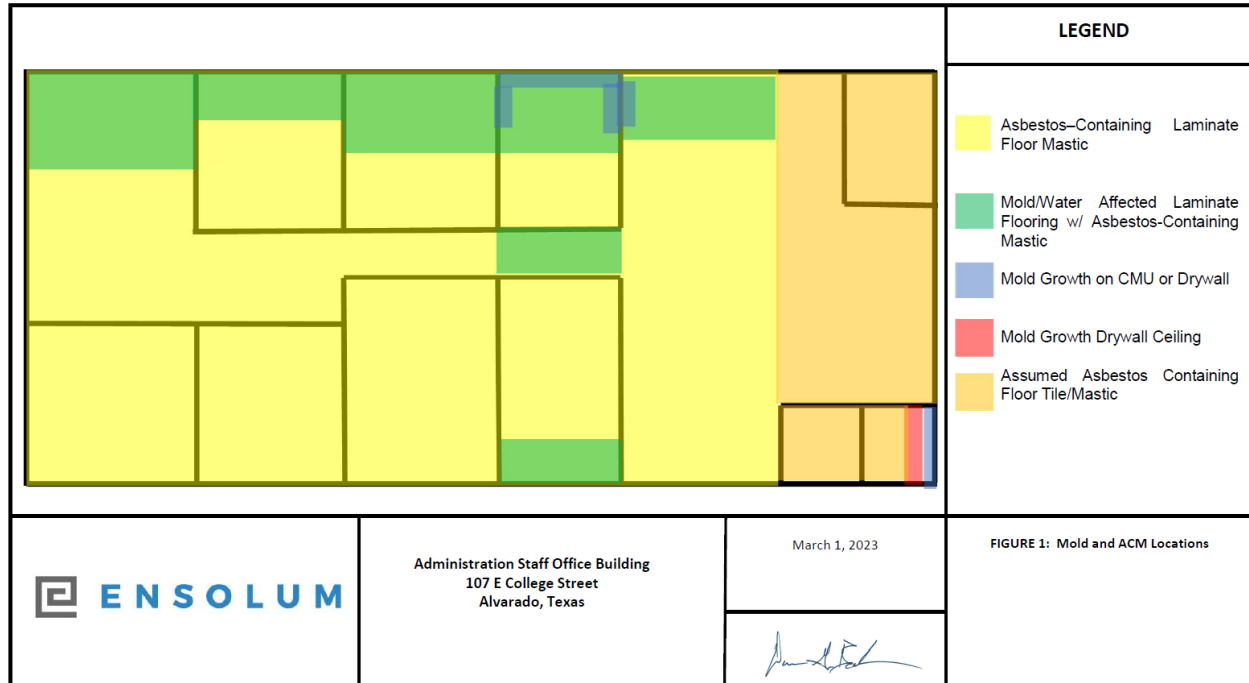
Affordable Environmental Services, LLC

Keith Dorn, President

Signature

Date

AES is licensed by the Texas Department of State Health Services (TDSHS) as an Asbestos Abatement Contractor (#80-1065) and an Asbestos Transporter (#40-0505).





Accountable-Responsive-Cost Effective

STANDARD PROPOSAL

Proposal #
Sent Via:
Project
Address:

Dear:

On behalf of ARC Abatement I would like to thank you for the opportunity to provide this proposal on the above referenced project. It is our desire to provide you with a quality solution to your project needs. As a highly qualified contractor, I feel our experience, financial strength, and contracting techniques enable us to assure you a professionally completed project.

Scope of Work:

Price:

Duration:



Accountable-Responsive-Cost Effective

Proposal Terms:

Proposal #

1. Includes costs for labor, material and applicable taxes.
2. Compliance with federal, state, and local laws.
3. Site conditions being reasonably similar to those at the time of inspection.
4. Reasonable interpretation of existing conditions based upon Owner provided information of the work area.
5. No contingency or consideration given for delays to the work. If delays occur price may require renegotiation.
- 6.
- 7.
- 8.
9. Pricing based on normal working hours. Overtime required by Owner will constitute an additional cost.
10. Single mobilization to the site unless otherwise indicated.
11. to provide adequate electricity, to provide potable water, owner to provide on-site parking and sufficient storage space for materials and equipment. Utility connections to be adjacent to work area and compatible with ARC's needs.
12. All non-stationary items are to be removed by Owner prior to the start of work unless otherwise noted in Scope.
13. ARC will not be liable for damage to items left in the work area.
- 14.
15. Proposal based on ARC standard terms and conditions.
16. ARC will employ reasonable efforts to minimize damage to surface and work areas and Owner agrees ARC will not be held liable for any damages from the construction of containments required to perform the Scope of Work.
17. Client agrees that ARC has been given permission by the property owner to enter the premises, perform the Scope of Work, use any plans or drawings of the project, and agrees to hold harmless and defend ARC employees, officers and representatives for any and all claims, costs or damages that result from the performance of the Scope of Work in the absence of gross neglect or willful misconduct of ARC or its representatives. ARC is expressly authorized to sign any required disposal forms on behalf of the Owner or generator of any waste removed from the site.
- 18.
19. Unforeseen conditions may exist at the worksite and as such the Scope of Work is specific and does not include any such unforeseen conditions or contingencies. Additional work, if required will be priced separately.
20. This proposal may be withdrawn or modified for any reason if not accepted within sixty (60) days from date above.
21. All invoices are due upon receipt and are expected to be paid within 30 days.

Upon acceptance of this proposal client will receive an electronic service agreement. If you have questions regarding this proposal please refer to my contact information below. *No work will commence until the ARC Services Agreement has been fully executed.*

Sincerely,

ACCEPTED

Client Email Address

Please indicate your acceptance of this proposal by checking the "Accepted" box, inserting your email address, and returning the proposal to your ARC representative. Upon receipt a Service Agreement will be emailed to the address above for your review and electronic signature.

May 4, 2023

Sent via email
suberd@cityofalvarado.org
Proposal # 230081

Ms. Donielle Suber
City of Alvarado
104 West College Avenue
Alvarado, Texas 76009
Telephone (817) 790-3351

Re: Asbestos Abatement and Mold Remediation at the City of Alvarado Administration Staff Office Building located at 107 East College Avenue in Alvarado, Texas 76009

Ms. Suber,

Intercon Environmental, Inc. respectfully submits our proposal for the removal and disposal of asbestos-containing and fungal-contaminated materials at the above referenced location, as identified and quantified in the Asbestos Abatement Project Design from Ensolum, LLC dated April 17, 2023, and the Mold Remediation Protocol from Ensolum, LLC dated March 1, 2023.

Asbestos Abatement Scope of Work:

Submit asbestos abatement notification to the Texas Department of State Health Services.

Establish regulated area.

Removal and disposal of approximately 3,500 square feet of asbestos containing floor tile and black mastic.

Our Asbestos Abatement Price:\$14,560.00

The price is based on a single mobilization and quantities within 5% as listed in the Asbestos Abatement Project Design.

Estimated Duration - Four (4) Working Days.

Mold Remediation Scope of Work:

Submit mold remediation notification to the Texas Department of Licensing & Regulation.

Payment of mold remediation notification fee.

Establish regulated area.

Remediation of approximately 3,466 square feet of fungal-contaminated walls and ceilings in the structure.

Our Mold Remediation Price:\$10,920.00

The price is based on a single mobilization and quantities within 5% as listed in the Mold Remediation Protocol.

Estimated Duration - Three (3) Working Days.

Our Total Project Price:\$25,480.00

Total Project Estimated Duration - Seven (7) Working Days.

This price includes all labor, equipment, materials, and disposal necessary to complete this work in accordance with all local, state, and federal regulations.



The following insurance coverages are provided:

General and Pollution Liability	\$1,000,000 - \$2,000,000
Workers Compensation and Employers' Liability	\$1,000,000
Automotive Liability includes Hired and Unowned	\$1,000,000
Umbrella Liability	\$5,000,000

Additional insurance is available at additional cost.

(See attached Certificate of Insurance)

Owner's Responsibilities:

Provide electrical and water sources.

The Texas Department of State Health Services notification fees.

The Asbestos Consulting Firm and Air Monitoring.

If a generator is needed for power add \$275.00 per day.

P&P Bonds, if required, are an additional 2%.

Thank you for your consideration. If you have any questions, please feel free to give me a call.

Respectfully,

Keith Flowers

Project Manager

Intercon Environmental, Inc.

keith@intercon-environmental.com

(817) 507-9406 Cell

(817) 477-9995 Office

Any documents related to this proposal, including, but not limited to, awards, notice-to-proceeds, work orders, purchase orders, contracts, and/or any time sensitive notices should be sent to:

Purchasing@intercon-environmental.com



City Council Meeting Management Report

Meeting Date: May 15, 2023

Contact: Beth A Walls- City Secretary

AGENDA ITEM:

Agenda Item # 3 Consideration and action to canvas the results of the May 6, 2023 Special Election.

Agenda Item #4 Consideration and action to approve Ordinance 2023-0013, declaring the results of the May 6, 2023 Special Election and confirming that the City of Alvarado is now a Home Rule City

BACKGROUND & FINDINGS:

May 6, 2023, an historic election was held in the City of Alvarado to approve a city charter and become a Home Rule City.

197 voters cast ballots and the proposition was passed with 64% in favor and 36% opposed.

Once Council has canvased the election results and approved the ordinance, it will be sent to the Secretary of State who will certify the election and change the designation of Alvarado from General Law A to Home Rule.

FINANCIAL IMPACT:

RECOMMENDATION:

Staff recommends City Council canvas the unofficial results of the May 6, 2023 election and approve Ordinance 2023-0013, affirming the election results and declaring the City of Alvarado Charter to have been passed by the voters of the City.

MANAGEMENT REVIEW:

Paul DeBuff, City Manager

City of Alvarado Special		May 6, 2023		
PROPOSITION				
PROPOSITION 1	FOR	EDay		74
		Early		52
		BBM		0
		Total		126
	AGAINST	EDay		46
		Early		25
		BBM		0
		Total		71
TOTAL BALLOTS CAST			EDay	120
			Early	77
			BBM	0
			Total	197



ORDINANCE NO. 2023- 0013

AN ORDINANCE OF THE CITY OF ALVARADO, TEXAS, DECLARING THAT THE VOTERS HAVE APPROVED THE ADOPTION OF A HOME RULE CHARTER AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Alvarado, Texas (“City”) caused to be published in accordance with the laws of the State of Texas, notice of the election held May 6, 2023, to adopt a Home Rule Charter; and

WHEREAS, notice of election was properly given by the City as required by law; and

WHEREAS, the voters of the City were asked to vote for or against the adoption of a Home Rule Charter for the City of Alvarado to include provisions for the incorporation and powers of the City; City Council and the Mayor; responsibilities of the City Council; City administration; municipal court; city attorney; municipal elections; initiative, referendum, and recall; finance; franchises and public utilities; taxation; boards and commissions; Planning and Zoning Commission and Board of Adjustment; nepotism, prohibitions, and penalties; and general and transitional provisions; and

WHEREAS, the City Council has considered the returns of said election held May 6, 2023; and

WHEREAS, said election was duly and legally held on May 6, 2023, in the City and in conformity with the election laws of the State of Texas, and the results of said election have been certified and returned by the proper judge and clerks thereof; and

WHEREAS, the election returns, duly and legally made, showed that there were cast in said election a total of 197 valid and legal votes, 77 votes were cast early, and 120 were cast on election day; and that the Charter received the following votes:

ADOPTION OF HOME RULE CHARTER

	Absentee	Early Voting	Election Day	Total	Percentage
For	0	52	74	126	64%
Against	0	25	46	71	36%

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

SECTION 1.

It is found and determined that a majority of the qualified voters of the City of Alvarado approved the Home Rule Charter at the May 6, 2023 election and the City Council declares the Home Rule Charter is adopted.

SECTION 2.

This Ordinance shall be in full force and effect from and after the date of its passage, and it is so ordained.

PASSED AND APPROVED ON THIS THE 15th DAY OF MAY, 2023.

City of Alvarado, Texas

Jacob Wheat, Mayor

Attest:

Beth A. Walls, City Secretary/HRD

CERTIFICATION OF UNOPPOSED CANDIDATES FOR THE CITY OF ALVARADO
CERTIFICACION DE CANDIDATOS UNICOS CIUDAD OF ALVARADO

TO: Presiding Office of Governing Body:

AL: Presidente de la entidad gobernante

As the authority responsible for having the official ballot prepared, I hereby certify that the following candidates are unopposed for election to office for the election scheduled to be held on May 6, 2023.

Como autoridad a cargo de la preparacion de la bolete de votacion official, por la presente certifico que siguientes candidatos son candidatos unicos para eleccion para un cargo en la eleccion que se llevara a cabo el 6 de Mayo, 2023.

List Offices and names of candidates:

Lista de cargos y nombres de los candidatos:

Office(s)	Candidate(s) <i>Candidato(s)</i>
Councilperson Ward I	Beverly Short
Councilperson Ward II	Cherry Bryant
Councilperson Ward III	Scott Arthur



Beth A Walls
City Secretary

03/16/2023



City Council Meeting Management Report

Meeting Date: May 15, 2023

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

AGENDA ITEM:

Consideration and action on a Professional Service Agreement from Birkhoff, Hendricks & Carter, LLP for professional engineering services for Atchley Street Rehabilitation project.

BACKGROUND & FINDINGS:

As a continuation towards achieving the goals of the *"Fix the Dang Roads"* program that was initiated by the Council last year, City staff is ready to move forward with the design of Atchley Street (from South Cummings Dr to South Magnolia Street) rehabilitation project.

Atchley Street is the top priority project among a list of street rehabilitation projects that were identified from an in-house study earlier this year. The list of priority projects was presented to the City Council in the February 20th Council meeting.

The length of the segment of Atchley Street between South Cummings Drive and South Magnolia Street is approximately 2100 linear feet. The project intent is to provide concrete pavement for the segment between Spears Street and Sparks and Sparks Streets (including the intersections) with a 8-inch reinforced concrete roadway considering the location of the fire station facility in this segment. The rest of the segment will be constructed with new asphalt pavement.

Currently, upon City's solicitation, Birkhoff, Hendricks & Carter, LLP (BHC) has submitted a proposal to provide engineering services for the project. Design services include field survey, geotechnical investigation, design, bidding support, and construction administration support. The design is expected to be completed by September of this year. Construction begin date is anticipated to be sometime in December of this year.

BHC has satisfactorily provided engineering design services for various projects for the last few years, and has expertise in providing needed design services for the Atchley Street Rehabilitation project.

FINANCIAL IMPACT:

The proposed fee for professional engineering services is \$66,060.

RECOMMENDATION:

Staff recommends awarding professional engineering services contract to Birkhoff, Hendricks & Carter, LLP.

MANAGEMENT REVIEW:

Paul DeBuff, City Manager

ATTACHMENT:

- 1) Professional Services Agreement with BHC
- 2) Location Map

PROFESSIONAL ENGINEERING SERVICES AGREEMENT ATCHLEY AVENUE REHABILITATION 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 ***Atchley Avenue Rehabilitation***, 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.

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

This section intentionally deleted; covered in Addendum.

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" and the City's Addendum to the Professional Engineering Services Agreement with Engineer (Atchley Avenue Rehabilitation) 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 is not complete, and is void and of no force and effect, unless all of the aforementioned exhibits and Addendum are attached. 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 on the last signature date set forth below.

[Signatures on the following page]

WITNESS OUR HANDS AND SEALS
on the date indicated below.

CITY OF ALVARADO, TEXAS
Home Rule Municipality

By: _____

Date: _____

ATTEST

By: _____

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

By: _____

Date: _____

EXHIBIT “A”

ENGINEERING SERVICES

Atchley Avenue Rehabilitation

This project includes the rehabilitation of Atchley Avenue from Magnolia Street to Cummins Drive. The sections between Magnolia Street and Sparks Street, and between Spears Street and Cummings Drive will utilize TxDOT specifications to scarify, mix and recompact the existing roadway with a 2 and ½ inch asphalt overlay. The section of street between Spears Street and Sparks Street (including the intersections) will be a full depth 8-inch reinforced concrete roadway section. A geotechnical investigation will be completed to determine any subgrade preparation recommendations beneath each of the sections.

The roadway will be replaced to the same widths as exists today, with the exception of the concrete section. The roadway will be widened to the possible extents while not affecting existing right-of-way (ROW) or drainage. ROW acquisition is assumed not to be a part of this contract.

Roadside channels will be graded to promote positive drainage. Due to the lack of depth on the existing channels and downstream elevations, a specific storm event will not be utilized in design. Where possible, existing drainage culverts will be utilized to minimize project costs.

Existing utilities are to remain in place. Manhole and valve cover rims will be adjusted where necessary.

Part I: Final Design

- A. Create base map based on property information obtained through the Central Appraisal District. Property base map will be best fit based on property monuments located during field surveys.
- B. Prepare construction plan and profile sheets for the horizontal and vertical layout of the roadway reconstruction. Cross-sections and driveway profiles will be included in the plans.
- C. Prepare roadside channel plan-profiles.
- D. Prepare typical construction details.
- E. Prepare Signage and Markings plan
- F. Prepare Cover Sheet, Location Map and Sheet Index.
- G. Attend two design review meeting with City Staff.

- H. Prepare preliminary bid schedule, specifications and contract documents using NCTCOG Standard Specifications as the base.
- I. Submit Preliminary Plans to City for review.
- J. Prepare final quantity take-off and formulate opinion of probable construction cost based on final plans.
- K. Prepare Signed and Sealed Construction Plans, Specifications, Contract and Bidding Documents.

Part II: 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 III: 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 IV: Additional Services

- A. Field Survey
- B. Geotechnical Engineering Investigation and Pavement Design will be performed. Report to include logs of the samples, results of sample testing and engineering analysis and recommendations for pavement and subgrade.
- C. Printing of four (4) sets of final plans and specifications for distribution to the successful contractor.

Part V: 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. ADA and/or RAS inspections, reviews and certifications
- C. Consulting services by others not included in Scope of Services
- D. Contractor's means and methods
- E. Environmental cleanup
- F. Environmental impact statements and assessments
- G. Fees for permits
- H. Fees for publicly advertising the construction project.
- I. Fiduciary responsibility to the Client.
- J. Hydrologic or hydraulic studies
- K. On-site construction safety precautions, programs and responsibility (Contractor's responsibility)
- L. Legal Services
- M. Phasing of Contractor's work
- N. Quality control and testing services during construction
- O. Revisions and/or change orders as a result of revisions after completion of original design (unless to correct error on plans)
- P. Services in connection with condemnation hearings
- Q. Title searches
- R. Traffic engineering study or reports
- S. Trench safety designs
- T. Wetlands determination

Part VI: 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, and III shall be based on a lump sum amount of \$46,779.

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

Final Design.....	\$30,874
Bidding Services	\$4,678
Construction Administration.....	\$11,227

Payment for Additional Services described under Part IV 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 \$19,261 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.....	\$12,456
Geotechnical Investigation.....	\$6,325
Printing of plans and specs.....	\$500

The maximum overall fee of \$66,040 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.

Exhibit C

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

Project No. Bus-dev Alv

Client: City of Alvarado, Texas
 Project: Atchley Drive Rehabilitation
Scarify/Overlay Magnolia to Sparks and Spiars to Cummings
Concrete from Sparks to Spiars

Date: 30-Apr-23

By: CMK

ENGINEER'S OPINION OF CONSTRUCTION COST

Item No.	Description	Quantity	Unit	Price	Amount
1	Insurance, Bonds & Mobilization	1	LS	\$ 30,000.00	\$ 30,000.00
2	Remove & Dispose of Existing 6-inch Asphalt Pavement	1,320	SY	\$ 10.00	\$ 13,200.00
3	Unclassified Excavation	145	CY	\$ 65.00	\$ 9,425.00
4	Scarify, Remix, Reshape and Compact Existing Pavement and Cement Treated Material	3,004	SY	\$ 6.00	\$ 18,024.00
	Furnish Cement for Mixing (40lb/SY)	87	Tons	\$ 250.00	\$ 21,770.00
5	Furnish and Install 8" Additional Flex Base Type "A", Grade 1 (TxDOT Item 247)	200	Tons	\$ 100.00	\$ 20,000.00
6	2.5-Inch TxDOT Type "D" HMAC (TxDOT Item 340)	413	Tons	\$ 130.00	\$ 53,696.50
7	Furnish & Install 8-Inch Reinforced Concrete Pavement	1,350	SY	\$ 110.00	\$ 148,500.00
8	Edge Milling	750	LF	\$ 10.00	\$ 7,500.00
9	For Full Depth Sawcut	400	LF	\$ 3.00	\$ 1,200.00
10	Furnish, Install & Maintain Hydromulch in Parkways	2,392	SY	\$ 2.00	\$ 4,783.33
11	Furnish, Install, Maintain & Remove Erosion Control Devices	1	LS	\$ 2,500.00	\$ 2,500.00
12	Furnish Storm Water Pollution Prevention Plan (SW3P)	1	LS	\$ 1,500.00	\$ 1,500.00
13	Furnish, Install, Maintain & Remove Traffic Control Devices	1	LS	\$ 5,000.00	\$ 5,000.00
14	Furnish Traffic Control Plan	1	LS	\$ 1,500.00	\$ 1,500.00
					\$ 338,598.83
	Contingency	15%			\$ 50,790.00
	Construction Subtotal				\$ 389,388.83
	Professional Services (Engineerig, Surveying, Bidding, Construction Admin, Land Rights Acquisition)				\$66,040
	Material Testing	2.5%			\$ 9,734.72
	Project Total:				\$ 465,163.55
				USE:	\$ 466,000.00

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:
2023-1014070

Date Filed:
04/30/2023

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.

Atchley Ave Rehab
Professional Engineering Services

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	
	Hendricks, Gary	Dallas, TX United States	X	
	Chaney, Derek	Dallas, TX United States	X	
	Birkhoff, John	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 day of May , 20E .
(month) (year)

j rJ'-)/

// SignatJre of authorized agent of contracting business entity
(Declarant)

**City of Alvarado's Addendum to
the Professional Engineering Services Agreement Services
with Birkhoff, Hendricks & Carter, L.L.P.
(Atchley Avenue Rehabilitation)**

This Addendum is between the City of Alvarado, Texas, a Texas type A general law municipal corporation, ("City") and Birkhoff, Hendricks & Carter, L.L.P, a Texas limited liability partnership, ("Engineer") and relates to, is part of, and is attached to, the Professional Engineering Services Agreements of Engineer ("PESA") with City to complete engineering services for the Atchley Avenue Rehabilitation project.

1. **CONFLICT OR INCONSISTENCY.** In the event of conflict or inconsistency between the terms of this Addendum and the remaining Agreement Documents, the terms of this Addendum shall prevail.

2. **DISCLOSURE:** Pursuant to Chapter 176 of the Texas Local Government Code, a person or agent of a person who contracts or seeks to contract with the City must complete a conflict of interest questionnaire if the person or agent has an affiliation or business relationship that might cause a conflict of interest with the City. The conflict of interest questionnaire, which is available online at ethics.state.tx.us, must be filed with the City Secretary of the City no later than the seventh (7th) business day after the person or agent begins contract discussions or negotiations with the City or submits to the City an application, response to a request for proposal or bid, correspondence, or another writing related to a potential agreement with the City. An updated conflict of interest questionnaire must be filed in accordance with Chapter 176 of the Local Government Code. Consultant should consult with legal counsel if you have questions regarding its compliance with the requirements of Chapter 176. It is the responsibility of each person or agent who is contracting or seeking to contract with the City to comply with the filing requirements of Chapter 176.

3. **CERTIFICATE OF INTERESTED PARTIES.** A Consultant that will be awarded a contract that is greater than fifty thousand dollars (\$50,000.00) is required to electronically create a Certificate of Interested Parties Form 1295 through the Texas Ethics Commission website:

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.html

and submit a signed copy of the form to the City prior to the award of the contract. A contract, including a City-issued purchase order, will not be enforceable or legally binding until the City receives and acknowledges receipt of the properly completed Form 1295 from the Consultant.

4. **COMPANIES ENGAGED IN BUSINESS WITH IRAN, SUDAN, OR FOREIGN TERRORIST ORGANIZATION:** Pursuant to Texas Government Code, Chapter 2252, Subchapter F, Consultant affirms that it is not identified on a list created

by the Texas Comptroller of Public Accounts as a company known to have contracts with or provide supplies or services to a foreign terrorist organization.

5. **TEXAS PUBLIC INFORMATION ACT.** Consultant acknowledges that, as a public entity in the State of Texas, City is subject to, and must comply with, the provisions of the Texas Public Information Act, Texas Government Code, Chapter 552 et seq and the Texas Open Meetings Act, Texas Government Code, Chapter 551, et seq. Notwithstanding any provision of this Agreement to the contrary, disclosure required by the Texas Public Information Act, an order of a court of competent jurisdiction, or an opinion of the Attorney General of Texas pursuant to a request under the Texas Public Information Act will not be considered a breach of any provision of this Agreement.

6. PROFESSIONAL COMPETENCE AND INDEMNIFICATION.

A. Work performed by Consultant for the Project shall comply in all aspects with the professional skill and care ordinarily provided by similar professionals providing services, findings, recommendations, and/or advice under the same or similar circumstances and professional licensure, all applicable local, state and federal laws and with all applicable rules and regulations promulgated by the local, state and national boards, bureaus and agencies. Approval of any work by the City shall not constitute or be deemed to be a release of the responsibility and liability of Consultant or its officers, agents, employees, Consultants and subconsultants for the accuracy and competency of its services performed hereunder.

B. To the extent permitted by law, the Consultant agrees to waive all claims, release, indemnify, defend and hold harmless the City, all of its officials, officers, agents, and employees, in both their public and private capacities, from any and all liability, claims, suits, demands or causes of action which may arise by reason of injury to property or persons occasioned by error, omission, or negligent act of Consultant, its officers, agents, employees, invitees or other persons, arising out of or in connection with this Agreement or any and all activity or use pursuant to this Agreement, and Consultant will, at its own cost and expense, defend and protect the City from any and all such claims and demands. Consultant also agrees to and shall indemnify, defend and hold harmless the City, and all of its officials, officers, agents, and employees, from and against any and all claims, losses, damages, causes of action, suits and liability of every kind, including all expenses of litigation, court costs and attorney fees for injury to or death of any person or for damage to any property arising out of or in connection with this Agreement or any and all activity or use pursuant to this Agreement.

C. The Consultant, if an engineer or architect, by law, indemnifies, holds harmless, and defends the City against liability for any damage caused by or resulting from an act of negligence, intentional tort, intellectual property infringement, or failure to pay a subconsultant or supplier

committed by the Consultant or Consultant's agent, consultant under contract, or another entity over which the Consultant's exercises control for this Project.

7. RIGHT TO AUDIT

A. Consultant agrees that the City shall, until the expiration of three (3) years after final payment under this Agreement, have access to and the right to examine any directly pertinent books, documents, papers and records of Consultant involving transactions relating to this Agreement. Consultant agrees that the City shall have access during normal working hours to all necessary facilities and shall be provided adequate and appropriate workspace in order to conduct audits in compliance with the provisions of this section. City shall give Consultant reasonable advance notice of intended audits.

B. Consultant further agrees to include in all its subcontracts hereunder, a provision to the effect that the subcontracting consultant agrees that the City shall, until the expiration of three (3) years after final payment under the subcontract, have access to and the right to examine any directly pertinent books, documents, papers and records of such sub-consultant, involving transactions to the subcontract, and further, that City shall have access during normal working hours to all sub-consultant facilities, and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this article. City shall give Consultant and any sub-consultant reasonable advance notice of intended audit.

C. Consultant and sub-consultants agree to photocopy such documents as may be requested by the City. The City agrees to reimburse Consultant for the cost of copies at the rate published in the Texas Administrative Code in effect as of the time copying is performed plus the direct cost for consultant staff to make copies.

8. OBSERVE AND COMPLY WITH ALL APPLICABLE LAWS. Consultant shall at all times observe and comply with all federal, state, and local laws and regulations and with all City ordinances and regulations which in any way affect this Agreement and the work hereunder, and shall observe and comply with all orders, laws ordinances and regulations which may exist or may be enacted later by governing bodies having jurisdiction or authority for such enactment. No plea of misunderstanding or ignorance thereof shall be considered. Consultant agrees to defend, indemnify and hold harmless City and all of its officers, agents and employees from and against all claims or liability arising out of the violation of any such order, law, ordinance, or regulation, whether it be by itself or its employees.

9. INSURANCE.

A. Consultant shall not commence work under this Agreement until it has obtained all insurance set forth herein and the City has approved such insurance, nor shall Consultant allow any subconsultant to commence work on its subcontract until all similar insurance of the subconsultant has been so obtained and approval given by the City; provided, however, Consultant may elect to add any subconsultant as an additional insured under its liability policies.

B. Basic Requirements. Consultants shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Consultant, his agents, representatives, employees or subconsultants. The cost of such insurance shall be borne by the Consultant. A certificate of insurance meeting all requirements and provisions shall be provided to the City prior to any services being performed or rendered. Renewal certificates shall also be supplied upon expiration.

C. Minimum Scope of Insurance. Coverage shall be at least as broad as:

i. ISO Form Number GL 00 01 (or similar form) covering Commercial General Liability. "Occurrence" form only, "claims made" forms are unacceptable. Policy must include coverage for:

- a. Premises/Operations
- b. Broad Form Contractual Liability
- c. Products and Completed Operations
- d. Personal Injury
- e. Broad Form Property Damage
- f. Independent Consultants

ii. Workers Compensation insurance as required by the Texas Labor Code, including Employers' Liability Insurance. Worker's Compensation /Employers' Liability insurance is only required if Consultant will use their own employees for the provision of Professional services under the Agreement.

iii. Automobile Liability as required by the State of Texas, covering all owned, hired, or non-owned vehicles. Automobile Liability is only required if vehicle(s) will be used under the contract.

iv. Professional Liability, also known as Errors and Omissions Coverage. Professional Liability is only required for Professional Services contracts.

D. Deductibles and Self-Insured Retentions. Any deductible or self-insured retention in excess of \$10,000 must be declared to and approved by the City.

E. Other Insurance Provisions. The policies are to contain, or be endorsed to contain the following provisions.

i. General Liability and Automobile Liability Coverage.

a. The City, its officers, officials, employees, boards and commissions and volunteers are to be added as "Additional Insured's" relative to liability arising out of activities performed by or on behalf of the Consultant, products and completed operations of the Consultant, premises owned, occupied or used by the Consultant. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, officials, employees or volunteers.

b. The Consultant insurance coverage shall be primary insurance in respects to the City, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees or volunteers shall be in excess of the Consultant's insurance and shall not contribute with it.

c. Any failure to comply with reporting provisions of the policy shall not affect coverage provided to the City, its officers, officials, employees, boards, and commissions or volunteers.

d. The Consultant insurance shall apply separately to each insured against whom the claim is made or suit is brought, except to the limits of the insured's limit of liability.

ii. Workers Compensation and Employer's Liability Coverage. The insurer shall agree to waive all rights of subrogation against the City, its officers, officials, employees and volunteers for losses arising from work performed by the Consultant for the City.

iii. All Coverage. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled or non-renewed by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given the City. In the event the companies providing the required insurance are prohibited by law to provide any such specific endorsements, the Consultant shall provide at least thirty (30) days prior written notice to the City of any cancellation, non-renewal and/or

material changes to any of the policies of insurance. Failure to provide notification shall be deemed a default and/or breach of contract.

iv. The City may request different limits of coverage depending on the scope or cost of the project.

F. Acceptability of Insurers. The City prefers that insurance be placed with insurers with an A.M. Best's rating of no less than A-VI, or better.

G. Verification of Coverage. Consultant shall provide the City certificates of insurance indicating the coverage required. The certificates are to be signed by a person authorized by that insurer to bind coverage on its behalf. Certificates of Insurance similar to the ACORD Form are acceptable. City will not accept Memorandums of Insurance or Binders as proof of insurance. The City reserves the right to require complete, certified copies of all required insurance policies at any time.

H. Insurance Waiver Request. Consultants requesting a waiver of the minimum limits of insurance must submit the request in writing. Please note, commercial general liability cannot be waived.

I. Requirements for Professional Services.

i. Definition: Professional Services are defined as services performed by consultants or other professionals, including but not limited to: Accountants, Attorneys, Architects, Engineers, Surveyors, Veterinarians, Real Estate Appraisal, Optometry, Landscape Architects, Medical Doctors, and Materials Testing.

ii. Minimum limits of insurance.

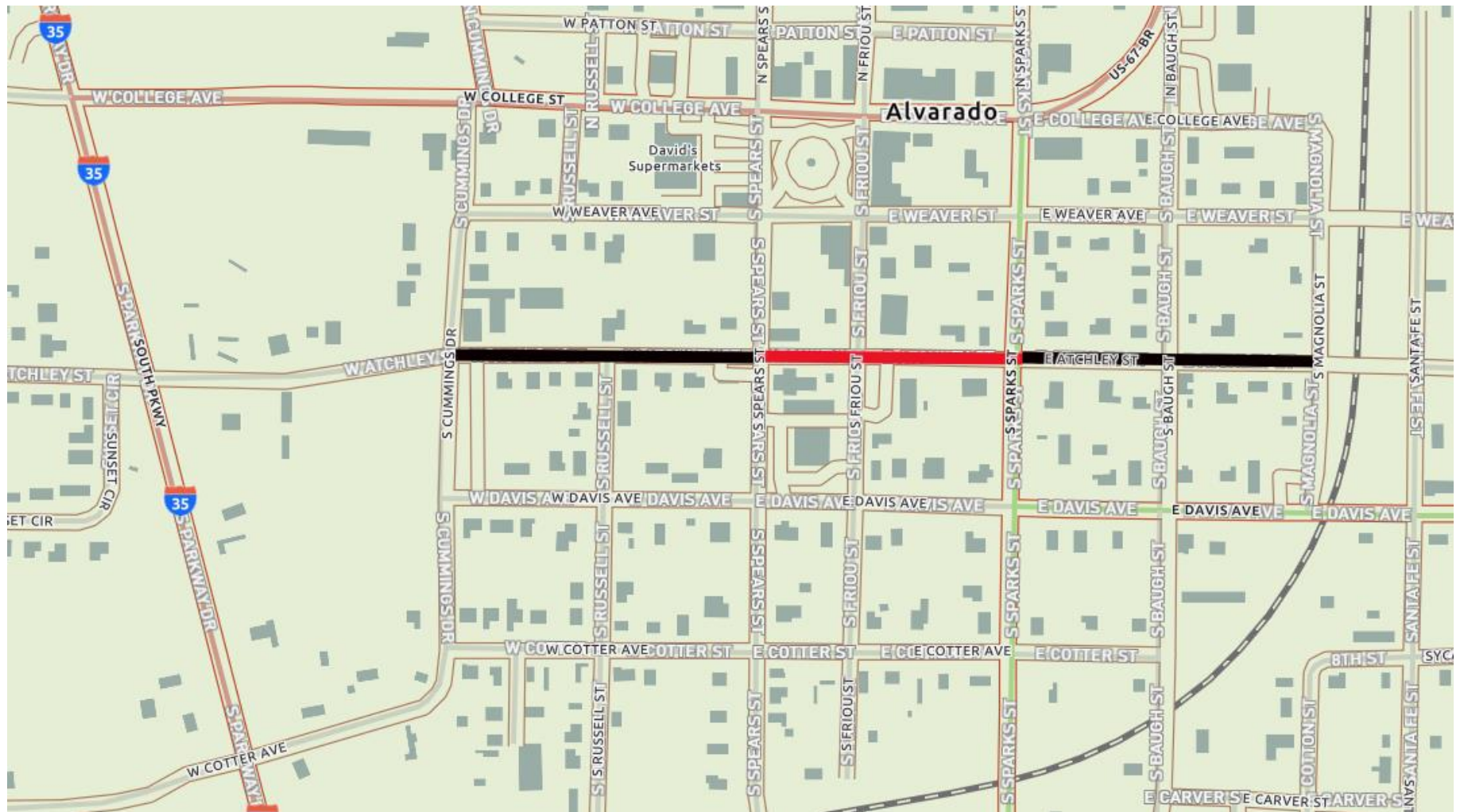
a. Commercial General Liability: \$500,000 per occurrence / \$2,000,000 in the aggregate for third party bodily injury, personal injury and property damage. Policy must include coverage listed above.

b. Workers Compensation and Employer's Liability: Workers Compensation limits as required by the Labor Code of the State of Texas and Statutory Employer's Liability minimum limits of \$100,000 each accident, \$300,000 Disease - Policy Limit, and \$100,000 Disease - Each Employee. Worker's Compensation/Employers' Liability insurance is only required if Consultant will use their own employees for the provision of services under the contract.

c. Automobile Liability: \$500,000 Combined Single Limit. Limits can only be reduced if approved by the City. Automobile liability shall apply to all owned, hired, and non-owned autos. Automobile Liability is only required if vehicle(s) will be used under the contract.

d. Professional Liability: Also known as Errors and Omissions: \$3,000,000 per occurrence and in the aggregate. "Claims made" policy is acceptable coverage which must be maintained during the course of the Project, and up to two (2) years after completion and acceptance of the project by the City.

10. Electronic Signatures. Each party agrees that this Agreement and any other documents to be delivered in connection herewith may be electronically signed, and that any electronic signatures appearing on this Agreement or such other documents are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.





City Council Meeting Management Report

Meeting Date: May 15, 2023

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

AGENDA ITEM:

Consideration and action on an Engineering Agreement from Aguirre & Fields, LP for professional engineering services for North Cummings Drive Reconstruction project.

BACKGROUND & FINDINGS:

The subject project is a TxDOT and City of Alvarado jointly funded project for the reconstruction of North Cummings Drive from US Hwy 67 to north of FM 508 (see attached map). The Existing roadway is a 2-lane facility. The proposed reconstruction will provide a 3-lane facility, with one travel lane for each direction and a center turn lane/median. Additional improvements that will be provided with the reconstruction are improved drainage facility, sidewalk on both sides of the street, improvements to existing traffic signal system at the intersection with US Hwy 67, pedestrian safety measures near the schools.

The City entered into Advanced Funding Agreement (AFA) earlier this year. As per the AFA, the City will be responsible for engineering design, environmental clearance, right-of-way acquisitions, and all utility relocations necessary to accommodate the reconstruction. Upon acquisition of rights-of-way, utility relocations and completion of the design, TxDOT will take over the project for letting and will administer the project construction.

As a first step in the selection process of a firm to provide professional engineering services, the City advertised Request for Qualifications in late February, with a due date April 14th to submit proposals. The City received proposals from four (4) well qualified firms as listed below:

- 1) Aguirre & Fields, LP, Fort Worth, TX
- 2) DEC – North Texas, LLC, Fort Worth, TX
- 3) Pacheco Koch, Fort Worth, TX
- 4) Peloton Land Solutions, Fort Worth, TX

All four proposals were evaluated and scored by a selection committee that consisted of City Manager, Public Works Director, Community Development Director, and Interim City Engineer. Aguirre & Fields came out as the top ranked firm after tabulating all the scoring and found to be most suited to provide professional engineering services for the project. Also, verification references for Aguirre & Fields on their past performance for other clients' projects came out very positive.

The City staff has completed review and negotiations of scope and fee proposal by Aguirre & Fields for the engineering services necessary for the project. The proposed fee is \$1,476,686 (fee schedule is attached). The proposed fee is fair and reasonable for the efforts needed to provide effective professional engineering services for the project.

A tentative schedule for the project design has been provided by Aguirre & Fields (project schedule is attached). As per the schedule, the project will be ready to let the project for construction by TxDOT by early 2025. The construction period is expected to be approximately one year.

An approval from TxDOT is necessary before the City can execute the engineer contract with Aguirre & Fields. TxDOT is currently reviewing the contract. With the City Council approval today to award the engineering contract to Aguirre & Fields, the City Manager will execute the contract as soon receiving approval from TxDOT.

FINANCIAL IMPACT:

The proposed fee for professional engineering services is \$1,476,686.

RECOMMENDATION:

Staff recommends awarding engineering contract to Aguirre & Fields, LP to provide professional engineering services for North Cummings Drive Reconstruction Project

MANAGEMENT REVIEW:

Paul DeBuff, City Manager

ATTACHMENT:

- Location Map
- Proposal provided by Aguirre & Fields, LP
 - a. Exhibit A – Engineering Services
 - b. Exhibit B – Project Schedule
 - c. Exhibit C – Fee Schedule

**EXHIBIT A - SERVICES
TO BE PROVIDED BY THE ENGINEER**

This contract consists of providing final plans, specifications, bid phase services, and general construction representation services for the N Cummings Drive. The new roadway will be a 3-lane curb and gutter roadway to accommodate future expansion to five lanes from US-67 to the city limits approximately 600 feet north of Belair Park Trail. This project is federally funded and will follow TxDOT Local Government Project Procedures (LGPP) and shall be designed in accordance with the Advance Funding Agreement.

The design services include preparing roadway design, storm drain system analysis and design, environmental documentation – Categorical Exclusion (CE) anticipated – geotechnical investigation, utility coordination, signal and illumination design, proposed ROW, and survey necessary to support the design process. These services also include construction cost estimate preparation, bid phase services, construction administration. Key deliverables include the CE document, 30%, 60%, 90%, and 95% Plans, Specifications and Estimate (PS&E), and 100% Final Bid Documents.

BASIC SERVICES

ROUTE & DESIGN STUDIES (FC 110)

1. Data collection & Field Reconnaissance

- A. The Engineer shall collect, review and evaluate data described below. The Engineer shall notify City of Alvarado in writing whenever the Engineer finds disagreement with the information or documents:
 - 1. Data from City of Alvarado, include, but are not limited to, “as-built plans”, existing schematics, right-of-way maps, utility GIS mapping, and previous corridor studies, reports, and plans conducted by other agencies and groups.
 - 2. Utility plans and documents from utility companies.
 - 3. Flood plain information and studies from the Federal Emergency Management Agency (FEMA), the United States Corps of Engineers (USACE), local municipalities and other governmental agencies.
 - 4. Obtain graphics files, plans, documents, and other pertinent data for existing and proposed improvements along the proposed corridor.
 - 5. Conduct field reconnaissance and collect data including a photographic record of notable existing features.

- 2. Design criteria.** The Engineer shall develop the roadway design criteria based on the controlling factors specified by the City or TxDOT (i.e. 4R, 3R, 2R, or special facilities), by use of the funding categories, design speed, functional classification, roadway class and any other set criteria as set forth in TxDOT’s PS&E Preparation Manual, Roadway Design Manual, Geotechnical Manual, Hydraulic Design Manual, NCTCOG specifications (for utilities) and other deemed necessary approved manuals. In addition, the Engineer shall prepare the Design Summary Report (DSR) and submit it electronically. The Engineer shall obtain written concurrence from the City prior to proceeding with a design if any questions arise during the design process regarding the applicability of design criteria.

- 3. Preliminary Cost Estimates.** The Engineer shall develop a preliminary cost estimate using the Average Low Bid Unit Price. The Engineer shall estimate the total project cost including preliminary engineering,

final engineering, right-of-way (ROW) acquisition, environmental compliance and mitigation, construction, utility relocation, and construction engineering inspection (CEI).

- 4. Design Concept Conference.** In accordance with TxDOT's Project Development Process Manual, the Engineer, in cooperation with the City, shall plan, attend and document the Design Concept Conference (DCC) to be held prior to the 30 percent milestone submittal. In preparation for the DCC, the Engineer shall complete a Design Summary Report to serve as a checklist for the minimum required design considerations. The conference will provide for a brainstorming session in which decision makers, stakeholders and technical personnel may discuss and agree on:
- A. Roadway and drainage design parameters
 - B. Engineering and environmental constraints
 - C. Project development schedule
 - D. Other issues as identified by the City or TxDOT
 - E. Identify any Design Exceptions and Waivers
 - F. Preliminary Construction Cost Estimate

ROADWAY DESIGN CONTROLS (FC 160)

The Engineer shall inform the City of changes made from previous initial meetings regarding each exception, waiver, and variance that may affect the design. The Engineer shall cease all work under this task until the exceptions, waivers, and variances have been resolved between the Engineer and the City unless otherwise directed by the City to proceed. The Engineer shall identify, prepare exhibits, and complete all necessary forms for Design Exceptions and Waivers within project limits prior to the 30% Submittal. These exceptions shall be provided to TxDOT for coordination and processing of approvals.

1. Geometric Design.

The Engineer shall:

- A. Preliminary Geometric Project Layout. The Engineer shall develop a preliminary geometric project layout (Layout) prior to the Engineer proceeding with the 30% milestone submittal package.

The Layout will consist of a planimetric file of existing features and the proposed improvements within the existing and any proposed ROW. The Layout will also include the following features: existing and proposed ROW, existing and proposed horizontal and vertical alignment and profile grade line, cross culverts, lane widths, cross slopes, ditch slopes, pavement structure, dedicated turn lanes, corner clips, and retaining walls (if applicable). Existing major subsurface and surface utilities will be shown on the Layout. The Engineer shall develop the proposed alignment to avoid the relocation of existing utilities as much as possible. The Engineer shall consider Americans with Disabilities Act (ADA) requirements when developing the Layout. The Layout will be prepared in accordance with the current Roadway Design Manual. The Engineer shall provide horizontal and vertical alignment of the project layout in English units for main lanes and cross streets. Minor alignment alternatives will be considered to provide for an optimal design. The project layout will be coordinated with the City and TxDOT and adjacent Engineers, if any. The Engineer shall also provide proposed and existing typical sections with the profile grade line (PGL), lane widths, cross slopes, ROW lines, ditch shapes, pavement structures and clear zones depicted, etc.

The Engineer shall also attend all necessary meetings to discuss the outcome of the evaluations of the study.

2. Roadway Design.

The Engineer shall provide roadway plan and profile drawings using TxDOT CADD. The drawings will consist

of a planimetric file of existing features and files of the proposed improvements. The roadway base map will contain line work that depicts existing surface features obtained from the schematic drawing. Existing major subsurface and surface utilities will be shown if requested by the City. Existing and proposed right-of-way lines will be shown. Plan and Profile will be shown on same sheets.

A. The plan view will contain the following design elements:

1. Calculated roadway centerlines. Horizontal control points will be shown.
2. Pavement edges for all improvements.
3. Lane and pavement width dimensions.
4. Direction of traffic flow on all roadways. Lane lines and arrows indicating the number of lanes will also be shown.
5. ROW lines and easements.
6. Begin and end superelevation transitions and cross slope changes (if applicable).
7. Limits of block sod, and seeding.
8. Existing utilities and structures.
9. Benchmark information.
10. Radii call outs, curb location, and American with Disabilities Act Accessibility Guidelines (ADAAG) compliance items.

B. The profile view will contain the following design elements:

1. Calculated profile grade for proposed roadway, and cross streets. Vertical curve data, including "K" values will be shown.
2. Existing and proposed profiles along the proposed centerline of the roadway.

3. Typical Sections.

The Engineer shall prepare typical sections for all proposed and existing roadways and structures. Typical sections will include width of travel lanes, shoulders, outer separations, border widths, curb offsets, and ROW. The typical section will also include Proposed Profile Gradeline (PGL), centerline, pavement design, side slopes, sodding or seeding limits, and sidewalks.

4. Cross Streets.

The Engineer shall provide an intersection layout detailing the pavement design and drainage design at the intersection of each cross street. The layout will include the horizontal and vertical alignments, curb returns, geometrics, transition length, stationing, pavement, drainage details, and American with Disabilities Act Accessibility Guidelines (ADAAG) compliance items. The Engineer shall design for full pavement width to the ROW and provide a transition to the existing roadway.

5. Cut and Fill Quantities.

The Engineer shall develop an earthwork analysis to determine cut and fill quantities and provide final design cross sections at 50 feet intervals. Cross sections will be on 11"x17" sheets. Cross sections and quantities will include existing pavement removals. Annotation shall include at a minimum existing and proposed ROW, side slopes (front & back), profiles, etc.

6. Plan Preparation.

The Engineer shall prepare roadway plans, profiles and typical sections for the proposed improvements. Prior to the 30% submittal, the Engineer shall schedule a workshop to review layout with the City. This will enable the City to determine the most feasible proposed roadway alignment. The City will approve the proposed alignment before the Engineer continues with the subsequent submittals.

7. Pedestrian and Bicycle Facilities.

The Engineer shall coordinate with the City to incorporate pedestrian and bicycle facilities as required or shown on the project's schematic. All pedestrian and bicycle facilities will be designed in accordance with the latest Americans with Disabilities Act Accessibility Guidelines (ADAAG), the Texas Accessibility Standards (TAS), and the AASHTO Guide for the Development of Bicycle Facilities

DRAINAGE (FC 161)

1. **Data Collection.** The Engineer shall provide the following data collection services:
 - a. Conduct field inspections to observe current conditions and the outfalls, the cross drainage structures, drainage easements, and land development projects that contribute flow to the roadway. Document field inspections with digital photos.
 - b. Collect available applicable data including GIS data and maps, site survey data, construction plans, previous reports and studies, and readily available rainfall history for the area. Particular sources of data collected will include, but are not limited to, the City and TxDOT, County, and Federal Emergency Management Agency (FEMA).
 - c. Collect available Flood Insurance Rate Maps (FIRMs), Flood Insurance Study (FIS) study data, and models.
 - d. Review survey data and coordinate any additional surveying needs with City.
 - e. Obtain historical flooding records from City.
2. **Hydraulic Design and Documentation.** The Engineer shall provide the following services:

The Engineer shall provide the following services:

 - a. Gather information regarding existing drainage facilities and features from existing plans and other available studies or sources.
 - b. Perform hydraulic design and analysis using the City of Alvarado's design standards which follow City of Fort Worth and NCTCOG Integrated Storm Water Management (iSWM) criteria.
 - c. Consider pre-construction, present and post-construction conditions, as well as future widening.
3. **Plans, Specifications and Estimates (PS&E) Development for Hydraulics:** The Engineer shall provide the following services
 - a. Prepare the PS&E package in accordance with the applicable requirements of the City and TxDOT's specifications, standards, and manuals, including the PS&E Preparation Manual. Include the following sheets and documents, as appropriate:
 - i. Drainage Area Maps
 - ii. Hydraulic Data Sheets
 - iii. Culvert Layout Sheets (if applicable)
 - iv. Storm Drain Plan/Profile Sheets
 - v. All other relevant sheets
 - b. Prepare culvert cross sections and identify each cross section's station location (if applicable)
 - c. Identify areas requiring trench protection, excavation, and shoring.
 - d. Prepare drainage area maps.
 - e. Prepare plan and profile sheets for storm drain systems and outfall ditches.
 - f. Select any necessary standard details from TxDOT, City or NCTCOG list of standards for items such as inlets, manholes, junction boxes and end treatments.
 - g. Prepare details for non-standard inlets, manholes and junction boxes.
 - h. Prepare drainage details for outlet protection, outlet structures and utility accommodation structures
 - i. Identify pipe class requirements
 - j. Prepare drainage facility quantity summaries
 - k. Identify potential utility conflicts and, if feasible, design to mitigate or avoid those identified
 - l. Identify existing ground elevation profiles at the ROW lines on storm sewer plan and profile sheets.

SIGNING & PAVEMENT MARKING (FC 162)

SIGNING, PAVEMENT MARKINGS AND SIGNALIZATION

1. Signing.

The Engineer shall prepare drawings, specifications and details for all signs. The Engineer shall coordinate with the City and TxDOT for overall temporary, interim and final signing strategies and placement of signs outside contract limits. The Engineer shall:

- a. Illustrate and number the proposed signs on plan sheets.
- b. Select each sign foundation from TxDOT Standards.

2. Pavement Marking.

- a. The Engineer shall detail both permanent and temporary pavement markings and channelization devices on plan sheets. The Engineer shall coordinate with the City and TxDOT. The Engineer shall select Pavement markings from the latest TxDOT standards.
- b. The Engineer shall provide the following information on sign and pavement marking layouts:
 1. Roadway layout.
 2. Center line with station numbering.
 3. Existing signs to remain, to be removed, to be relocated or replaced.
 4. Proposed signs (illustrated, numbered and size).
 5. Proposed markings (illustrated and quantified) which include pavement markings, object markings and delineation.
 6. Quantities of existing pavement markings to be removed.
 7. Proposed delineators, object markers, and mailboxes.
 8. Right-of-way limits.
 9. Direction of traffic flow on all roadways.

MISCELLANEOUS DESIGN (FC 163)

1. **Traffic Control Plan, Detours, Sequence of Construction.** The Engineer shall prepare Traffic Control Plans (TCP) including TCP typical sections, for the project. If requested by TxDOT, the Engineer shall complete Form 2229-Significant Project Procedures along with Page 4 of Form 1002, specifically titled Accelerated Construction Procedures. A detailed TCP will be developed in accordance with the latest edition of the TMUTCD. The Engineer shall implement the current Barricade and Construction (BC) standards and TCP standards as applicable.

The Engineer shall:

- a. Provide a written narrative of the construction sequencing and work activities per phase and determine the existing and proposed traffic control devices (regulatory signs, warning signs, guide signs, route markers, construction pavement markings, barricades, flag personnel, temporary traffic signals, etc.) to be used to handle traffic during each construction sequence. The Engineer shall show proposed traffic control devices at grade intersections during each construction phase (stop signs, flag person, signals, etc.). The Engineer shall show temporary roadways detours required to maintain lane continuity throughout the construction phasing.
- b. Develop each TCP to provide continuous, safe access to each adjacent property during all phases of construction and to preserve existing access. The Engineer shall notify the City and TxDOT in the event existing access must be eliminated, and will receive approval from the City and TxDOT prior to any elimination of existing access.
- c. Design temporary drainage to replace existing drainage disturbed by construction activities or to drain detour pavement. The Engineer shall show horizontal and vertical location of culverts and required cross sectional area of culverts.
- d. Prepare each TCP in coordination with the City and TxDOT. The TCP will include interim signing for

- every phase of construction. Interim signing will include regulatory, warning, construction, route, and guide signs.
- e. Maintain continuous access to abutting properties during all phases of the TCP. The Engineer shall develop a list of each abutting property along its alignment. The Engineer shall prepare exhibits for and attend meetings with the public, as requested by the City and TxDOT.
 - f. Describe the type of work to be performed for each phase of sequence of construction and any special instructions (e.g. storm drain, culverts, bridges, railing, illumination, signals, retaining walls, signing, paving surface sequencing or concrete placement, ROW restrictions, utilities, etc.) that the contractor should be made aware to include limits of construction, obliteration, and shifting or detouring of traffic prior to the proceeding phase.
 - g. Include the work limits, the location of channelizing devices, positive barrier, location and direction of traffic, work area, stations, pavement markings, and other information deemed necessary for each phase of construction.
 - h. The Engineer shall identify and delineate any outstanding ROW parcels.
2. Storm Water Pollution Prevention Plans (SWP3). The Engineer shall develop SWP3, on separate sheets to minimize potential impact to receiving waterways. The SWP3 shall include text describing the plan, quantities, type, phase and locations of erosion control devices and any required permanent erosion control.
 3. Compute and Tabulate Quantities. The Engineer shall provide the summaries and quantities within all formal submittals.
 4. Special Utility Details (Water, Sanitary Sewer, etc.) The Engineer shall develop special details to accommodate or adjust utilities. The Engineer shall prepare each plan sheet, detail sheet, special specification, special provision, and special note required to incorporate the details into the plans.
 5. Estimate. The Engineer shall develop quantities necessary to construct the contract in standard TxDOT bid format. The estimate shall be provided at each milestone submittal.
 6. Contract time determination. The Engineer shall prepare a detailed contract time estimate to determine the approximate time required for construction of the project in calendar and working days (based on TxDOT standard definitions of calendar and working days) at the 90% or 95% and Final PS&E milestone. The schedule shall include tasks, subtasks, critical dates, milestones, deliverables, and review requirements in a format which depicts the interdependence of the various items and adjacent construction packages. The Engineer shall aid the City in interpreting the schedule.
 7. Specifications and General Notes. The Engineer shall identify necessary standard specifications, special specifications, special provisions and the appropriate reference items. The Engineer shall prepare General Notes from the District's Master List of General Notes, Special Specifications and Special Provisions for inclusion in the plans and bidding documents. The Engineer shall provide General Notes, Special Specifications and Special Provisions in the required format.
 8. The Engineer shall prepare a project bid manual to include the contract between the Contractor and the City, TxDOT LG 1-9 specifications, general notes, bonds, specification lists, special provisions and other items as described in the TxDOT LGPP manual.
 9. The Engineer shall perform constructability reviews at major project design milestones (e.g. 30%, 60%, 90% or 95%, and final plan) to identify potential constructability issues and options that would provide substantial time savings during construction.

PROJECT MANAGEMENT & ADMINISTRATION (FC 164)

The ENGINEER shall:

- a. Perform all work in accordance with the City and TxDOT's latest practices, criteria, specifications, policies, procedures and Standards of Uniformity (SOU). All documents shall be sufficient to satisfy the

current TxDOT LGPP Requirements

- b. Notify the City of its schedule, in advance, for all field activities.
- c. When specified, seek right of entry from public or private land owners to perform environmental services. Right of entry permission shall be written and signed by the land owner. Develop letters or other materials for seeking right of entry. Letters or other materials seeking right of entry shall not be distributed without prior approval of the City. Letters or other materials seeking right of entry shall contain explicit reference to the kinds of activities for which right of entry is requested and an indication of the impacts (if any) that will result.
- d. Prepare monthly written progress reports for each project.
- e. Develop and maintain a detailed project schedule to track project conformance to Exhibit B, Project Schedule, for each work authorization.
- f. Meet on a scheduled basis with the City to review project progress.
- g. Prepare, distribute, and file both written and electronic correspondence.
- h. Document phone calls and conference calls as required during the project to coordinate the work for various team members.

BID AND CONSTRUCTION PHASE SERVICES (FC 309)

1. BID PHASE SERVICES

- a. The Engineer shall provide Bid Phase Services at the written request of the City of Alvarado's Project Manager.
 - a. The Engineer shall develop the invitation to bid and deliver to City staff for advertising the project for public bidding.
 - b. The Engineer shall manage and distribute bidding documents.
 - c. The Engineer shall prepare for the Pre-Bid Conference, develop an agenda and sign-in sheet, attend the Pre-Bid Conference, take notes at the conference, prepare minutes, and incorporate into the addenda.
 - d. The Engineer shall receive all questions from bidders, log the questions, and answer in the form of an addenda.
 - e. The Engineer shall conduct the bid letting, receive all bids, tabulate the bids, and certify them.
 - f. The Engineer shall research the low bidder's qualifications and recommend award to the City of Alvarado.
- b. These services assume that the utility construction required for the project will be included with the roadway construction. Separate bidding package may be considered an additional service.

2. CONSTRUCTION PHASE SERVICES

The Engineer shall provide Construction Phase Services at the written request of the City. The written request shall include a description of the work requested, a mutually agreed upon time limit, and any special instructions for coordination and submittal. These services shall include, but are not limited to the following:

- a. Attend preconstruction meeting
- b. Attend field meetings and make visits to site (up to 26)
- c. Calculate quantities and assist the area engineer in preparing change orders
- d. Review and approval of shop drawings
- e. Responding to requests for information (RFIs)
- f. Providing minor redesign (major redesign should be handled with a contract supplement), which will include changes to the affected plan sheets.

- g. Answering general questions
- h. Providing clarification
- i. Other project related tasks in support of the City during construction

DELIVERABLES

The Engineer shall submit the following deliverables to the City and TxDOT:

- a. Plans

The Engineer shall provide the following information at each submittal:

1. 30% Plans Submittal
 - a. Estimate of construction cost.
 - b. Engineer's internal QA and QC markup set.
 - c. Form 1002 and Design Exceptions with existing and proposed typical sections, location map and design exception exhibits.
 - d. Preliminary Title Sheet
 - e. Existing and Proposed Typical Sections
 - f. Preliminary Summary Sheets
 - g. Control Data Sheets
 - h. Preliminary Plan & Profile Sheets for all Alignments
 - i. Preliminary Intersection Layouts
 - j. Preliminary Drainage Area Maps
 - k. Preliminary Culvert Computations
 - l. Preliminary Culvert Layouts
 - m. Comprehensive Map of all Utilities within the Project Area
 - n. Draft Traffic Report
 - o. Draft Geotechnical Report
2. 60% Plans Submittal. Provide the City with a review set of plans that includes the items listed below:
 - a. Estimate of construction cost.
 - b. Engineer's internal QA and QC marked up set.
 - c. Address 30% Comments.
 - d. Updated Title Sheet with Index of Sheets including Standards
 - e. Final Existing and Proposed Typical Sections
 - f. Updated Summary Sheets
 - g. Preliminary Traffic Control Plan Sheets
 - h. Control Data Sheets
 - i. Final Plan & Profile Sheets for all Alignments
 - j. Final Intersection Layouts
 - k. Preliminary Traffic Signal Sheets
 - l. Preliminary Illuminations Sheets
 - m. Preliminary Miscellaneous Roadway Details
 - n. Final Drainage Area Maps
 - o. Preliminary Storm Sewer Plan & Profile Sheets
 - p. Preliminary Hydraulic Computations
 - q. Soil Borings
 - r. Final Utility Exhibits
 - s. Preliminary Signing Layouts
 - t. Preliminary Pavement Marking Layouts and Delineation
 - u. Preliminary SWP3 Layouts

- v. Roadway Cross-Sections (scale 1"=20' horizontally and vertically)
 - w. Updated Estimate
 - x. Preliminary Contract Time Determination
 - y. Final Traffic Report
 - z. Final Geotechnical Report
 - aa. Draft environmental reports
3. 90% or 95% Review Submittal. Provide the City and TxDOT with a review set of plans that includes the items listed below:
- a. Construction schedule.
 - b. Address 60% Comments
 - c. Updated Title Sheet with Index of Sheets
 - d. Final Existing and Proposed Typical Sections
 - e. Final Summary Sheets
 - f. Final Traffic Control Plan Sheets
 - g. Final Control Data Sheets
 - h. Final Plan & Profile Sheets
 - i. Final Intersection Layouts
 - j. Final Traffic Signal Sheets
 - k. Final Illuminations Sheets
 - l. Final Miscellaneous Roadway Details
 - m. Final Drainage Area Maps
 - n. Final Culvert Computations
 - o. Final Culvert Layouts
 - p. Final Storm Sewer Plan & Profile Sheets Final Hydraulic Computations
 - q. Final Signing Layouts
 - r. Final Pavement Marking Layouts and Delineation
 - s. Final SWP3 Layouts
 - t. Final Roadway Cross-Sections
 - u. Final construction cost Estimate, General Notes, Specification Data Sheet, Special Provisions, Special Specifications.
 - v. List of governing Specifications and Special Provisions in addition to those required.
 - w. New Special Specifications and Special Provisions with Form 1814, if applicable.
 - x. Triple Zero Special Provisions.
 - y. Final Contract Time Determination.
 - z. Contract time determination summary.
 - aa. Engineer sign, seal and date supplemental sheets (8 ½" x 11").
 - bb. Significant project procedures form.
 - cc. Right-of-Way and utilities certification.
 - dd. Other supporting documents in conformance with TxDOT LGPP requirements
 - ee. Project Bid Manual utilizing TxDOT LGPP 1-9 specifications
 - ff. Final environmental reports
4. Final submittal (100%).
- a. Revised supporting documents from 90% or 95% review comments.

SPECIAL SERVICES

TOPOGRAPHIC SURVEY (PJB SURVEYING LLC)

All survey services will be based on NAD-83 State Plane Coordinate System – Texas North Central Zone (4202), utilizing the TxDOT (VRS) RTK Network.

All services shall be in accordance with the Rules and Acts of the Texas Board of Professional Engineering and Land Surveying.

Proposed services include the following:

- A. Project Control:** Establish up to 6 type II monuments to TxDOT specifications. Secondary Control Points shall be placed generally along project limits at an interval of approximately 500 LF. Control shall be located in stable locations (i.e. concrete, iron rods) located outside future construction areas).
- B. Research & ROW:** Research to identify and recover affected Right-of-Way within project area. Research includes recovering sufficient field monumentation to delineate limits of existing Right-of-Way.
- C. Design Survey:** Conduct field survey necessary to provide the following services:
 - A standard topographic survey will include cross-sections at no more than 100-foot intervals with an average survey width of 100-feet either side of the centerline of North Cummings Drive (or to the face of wall where subdivisions exist). Features shall include, but not limited to, back of curb, toe of curb, edge of pavement, crown of road, sidewalks, fences, buildings, center of channel, top and bottom of retaining wall, toe of slope, grade breaks, rip-rap, drainage pipes, headwalls, overhead electric lines and guy wires. The name and location of all trees (6" and above) observed within project limits. Horizontal location of all existing manhole, water valves and franchise utilities and the flowline of all accessible manholes and water valves.
- D. Right-of-Entry:** Surveyor will make three (3) good faith efforts to obtain right-of-entry to the school grounds. This does not include obtaining access to Lots in platted subdivisions.
- E. SUE:** Once marked, Surveyor will be provided drawings or sketches depicting locations and sequences of marked utilities and will survey the locations of the markings. A cad file containing the utilities will be provided.
- F. Geotech:** Once drilled, Surveyor will be provided with locations of any boreholes and will tie XYZ at each location. A cad file containing bore locations will be provided.
- G. Parcel and Easement Documents:** Surveyor will provide parcel and easement exhibit documents where directed up to 10 parcels and 10 easements.

Deliverables

The following data shall be provided:

- A. PDF's of control sheets, control layout and control index
- B. PDF's of all manhole measure down data. Includes X,Y,Z values of top, measure to flowline(s), material, and pipe size of connections (as best determined)
- C. Survey data point list in ASCII format
- D. All survey data in MicroStation V8i 3D and 2D format (including contours)
- E. GeoPak TIN file
- F. Any pertinent plats, deeds, easements, or other research uncovered and used to delineate the right-of-way
- G. Copies of any signed right-of-entry letters (if applicable) or any other notes related to accessing school properties
- H. CAD file containing locations of all utility markings recovered in the field

- I. CAD file containing any boring locations identified in the field
- J. 3 signed and sealed copies of any easement (up to two) or parcel documents (up to eight)

SUBSURFACE UTILITY ENGINEERING (THE RIOS GROUP)

Engineer will perform the SUE work required for this project in general accordance with the recommended practices and procedures described in ASCE Publication CI/ASCE 38-02 (Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data). As described in the mentioned ASCE publication, four levels have been established to describe the quality of utility location and attribute information used on plans. The four quality levels are as follows:

- Quality Level D (QL"D") – Information derived from existing utility records;
- Quality Level C (QL"C") - QL"D" information supplemented with information obtained by surveying visible above-ground utility features such as valves, hydrants, meters, manhole covers, etc.
- Quality Level B (QL"B") – Two-dimensional (x,y) information obtained through the application and interpretation of non-destructive surface geophysical methods. Also known as **"designating"** this quality level provides the horizontal position of subsurface utilities within approximately one foot.
- Quality Level A (QL"A") – Three dimensional (x,y,z) utility information obtained utilizing non-destructive vacuum excavation equipment to expose utilities at critical points which are then tied down by surveying. Also known as **"locating"**, this quality level provides precise horizontal and vertical positioning of utilities within approximately 0.05 feet.

It is the responsibility of the SUE provider to perform due-diligence with regard to records research (QL "D") and acquisition of available utility records. The due-diligence provided for this project will consist of visually inspecting the work area for evidence of utilities and reviewing the available utility record information. Utilities that are not identified through these efforts will be here forth referred to as "unknown" utilities. Engineer personnel will scan the defined work area using electronic prospecting equipment to search for "unknown" utilities. However, Engineer is not responsible for designating and locating these "unknown" utilities.

Designating Procedures

Prior to beginning field designating activities, ENGINEER's field manager will review the project scope of work and available utility records. Once these initial reviews are complete, the field manager and technicians will begin designating the approximate horizontal position of known subsurface utilities within the specified project limits. A suite of geophysical equipment (electromagnetic induction, magnetic) will be used to designate metallic/conductive utilities (e.g. steel pipe, electrical cable, telephone cable). ENGINEER will establish routine/ordinary traffic control (cones and free standing signage, etc.) whenever required as part of our standard pricing. If non-routine traffic control measures are required (barricades, flag person, changeable message board, etc.), these services will be considered extra.

Accurate collection and recording of designated utilities is a critical component of the SUE process. ENGINEER utilizes a proven method of collecting and recording survey information once the utilities have been designated in the field. ENGINEER's field manager will produce detailed sketches depicting each utility as well as relevant surface features such as roadways, buildings, manholes, fire hydrants, utility pedestals, valves, meters, etc. Each utility will be labeled with a unique ID code. For example, if two different water lines exist on the project, one will be labeled W1 and the other W2. Paint and pin flags will be used to designate the utilities in the field. A labeled pin flag or paint mark will be used to mark each location where a survey shot is required. The locations will be numbered sequentially for each individual utility line. For example, if there are 10 shots required on water line W1, the points will be numbered W1-1 through W1-10.

Locating Procedures

ENGINEER will utilize non-destructive vacuum excavation equipment to excavate test holes at the required locations. **Due to the risk of damage, ENGINEER will not attempt to probe or excavate test holes on any AC water lines unless approval is obtained from the owner in advance.** Once each utility is located, ENGINEER will record the utility type, size, material, depth to top, and general direction. Each test hole will be assigned a unique ID number and will be marked with a nail/disk. The test-hole ID number and other pertinent utility information will be painted at each test-hole location.

We have assumed that all test holes will be in non-paved areas and are accessible to truck-mounted equipment, and that routine traffic control (cones and free standing signage, etc.) will be required during the performance of the QL "A" SUE work.

Scope of Work (SUE)

The scope of this proposal includes Quality Level "A" and "B" SUE. Utilities to be designated include gas, telecommunications, electric, traffic signals, storm, water, sanitary sewer and overhead inventory. Irrigation lines are excluded from this scope of work. Designating will be performed within the following limits:

- N. Cummings Dr.: Perform level B designating along the project limits.

Two (2) QL "A" test holes will be included in the budget. Test hole locations will be determined by Engineer once the QL "B" SUE deliverable has been reviewed. Engineer will have all designating marks and test holes surveyed using project control point data.

Any necessary Right-of-Entry (ROE) permits, including railroad ROE, will be provided by City prior to the start of Engineer's field work.

UTILITY COORDINATION (THE RIOS GROUP)

Engineer will perform Utility Coordination services on the project to facilitate the accommodation of existing utilities within the project limits. Eng coordination scope will be limited to the following activities on the project:

- Perform utility conflict analysis and produce a utility conflict matrix.
- Attend and lead individual meetings (3 each) to review relocations and alternatives. Provide exhibits, an agenda and meeting minutes.
- Review utility adjustment plans for compliance and compatibility with roadway design. Includes up to 4 plan reviews.
- Provide constant communication between utility owners and clients on any progress, changes or options that are discussed.
- Assist with composition and review of Utility Adjustment Reimbursement Agreements up to four (4)
- Provide monthly progress reports for up to twelve (12) months.

TRAFFIC ANALYSIS, TRAFFIC SIGNALS & ILLUMINATION (LEE ENGINEERING, LLC)

1. Traffic Engineering Study and Analysis

The traffic engineering study will focus on analyzing the intersections of N. Cummings Road with US Hwy 67 (E. Henderson Street), Middle School Driveways, the Elementary School Driveway, the existing pedestrian crossing near the Elementary School location, and FM 508.

1.1. Data Collection

ENGINEER will collect 24-hour turning movement counts on a typical weekday at the following intersections:

- N. Cummings Drive at US Hwy 67 (E. Henderson Street)
- N. Cummings Drive at Alvarado Junior High Driveways (3-Driveways)
- N. Cummings Drive at FM 508
- N. Cummings Drive at the Elementary school Driveway
- N. Cummings Drive at the Existing Pedestrian Crossing near the Elementary School
- N. Cummings Drive at FM 604

ENGINEER will also visit the site and confirm existing roadway configurations. We will also observe traffic characteristics in the area during the school pick-up and drop-off times.

1.2. Traffic Volume Projections

We will perform the following tasks in developing traffic volumes data and maps.

- Obtain 2040 traffic volumes for N. Cummings Drive from the North Central Council of Government (NCTCOG). ENGINEER will assist the City of Alvarado prepare an email request to the NCTCOG.
- Review the City of Alvarado land use and thoroughfare plans. Discuss planned development in the area with the City
- Discuss the traffic volume growth factor with the City of Alvarado and TxDOT based on the planned growth and existing traffic volumes.
- Estimate future (2040) traffic volumes for the project intersections and prepare traffic volumes diagram in a format acceptable to TxDOT TPP. The traffic volumes diagram will show the AM and PM peak hour turning movement volumes at project intersections.
- Estimate traffic volumes for the pavement design and noise analysis (k-factor) and provide the data in a format acceptable for Noise Analysis.
- Prepare a memorandum and provide documentation to LTRA Associates for submittal to TxDOT PPP.

1.3. Traffic Analyses

ENGINEER will conduct the AM, School PM, and PM peak hour analysis for the project intersections:

- N. Cummings Drive at US Hwy 67 (E. Henderson Street): The capacity analysis results will help identify the need for additional turn lanes and any other intersection improvements. We will also determine deceleration lane lengths.
- N. Cummings Drive at FM 508: We will perform the Intersection Control Evaluation (ICE) for the intersection of N. Cummings Drive at FM 508 to determine appropriate traffic control, including a roundabout and a traffic signal.
- N. Cummings Drive at the Alvarado Junior High Driveways (3 driveways) and the Elementary School Driveway: The capacity analysis results will identify the need for turn lanes and deceleration lane lengths.
- Pedestrian Crossing Treatment Evaluation: We will evaluate the existing pedestrian crossing at the Elementary School and one driveway for the Alvarado Junior High to determine the need for a Rectangular Rapid Flashing Beacon (RRFB) or a Hawk signal.

Please note that this scope of services excludes microscopic traffic simulation analysis. Therefore, this scope of services excludes intersection or pedestrian analysis using SimTraffic or VISSIM microsimulation software.

- **1.4. Documentation** ENGINEER will produce a draft report documenting the analysis study procedures and results for your review. As requested, we will incorporate editorial and minor content changes and produce a final study report. After incorporating any review comments, we will provide you with an electronic copy of the final report.

2. Traffic Signal Design and Illumination Design PS&E

2.1. Traffic Signal Design Plans, Specifications, and Estimate (PS&E) for the Intersection of N. Cummings Drive and US Hwy 67 (E. Henderson Street): This task will include preparing traffic signal design plans, specifications, and estimates for the replacement/modification of permanent traffic signals at the intersection of N. Cummings Drive and US Hwy 67 (E. Henderson Street) according to the City of Alvarado and TxDOT standards. This task also excludes surveying, subsurface utility investigation (SUE), geometric design including curb ramp designs, geotechnical investigations, and the preparation of bid/contract documents for letting the project. Engineer will provide plans, specifications, and quantity estimates only.

3. Construction Engineering Assistance:

This task may include the following items and assumes up to two (2) meetings or site visits:

- Attend pre-bid, pre-construction, or other meetings as requested.
- Review shop drawings as needed.
- Respond to RFIs related to traffic signal construction.
- Prepare record drawings based on redlines provided by the contractor.
- Additional services outside the scope of this letter as requested by you.

Any significant changes to the reports or additional analyses or designs will be completed as requested and may be billed hourly, or a separate proposal will be submitted.

GEOTECHNICAL (RABA KISTNER, INC.)

Field Study

To explore subsurface soil conditions at this site, **ENGINEER** recommends drilling six (6) borings along the proposed roadway reconstruction alignment. This is based on an approximate spacing of one boring about every 1/4 mile, alternating offsets from the centerline. Six borings (three on the existing pavement and three within the widening Right of Way) will be drilled to a maximum depth of 20 ft each or auger refusal, whichever occurs first, below the existing ground surface elevation utilizing a truck mounted drilling rig.

The borings will be located in the field utilizing a recreation grade hand-held GPS device. Our scope of services does not include surveying the boring locations, however, **ENGINEER** recommends that the final boring locations be surveyed in the field by the CLIENT. It should be noted that the scope and cost of our proposal assume two days of traffic control.

Samples will be taken using continuous Shelby tube sampling techniques in general accordance with applicable American Society for Testing and Materials (ASTM) standards. Representative portions of the samples will be sealed, identified, packaged, and transported to our laboratory for subsequent testing and classification.

Upon completion of the drilling activities, water level readings, if applicable, will be recorded in the open boreholes and the boreholes will be backfilled using auger cuttings generated during the drilling operations cuttings, then patched with similar coverings. Samples collected will be retained in our laboratory for 30 days after submittal of the final geotechnical report, unless requested by the CLIENT in writing.

Laboratory Testing

Upon completion of the subsurface exploration, a testing program will be designed to define the strength and classification characteristics of the subgrade soils. The laboratory testing program is anticipated to include moisture content tests, Atterberg Limits (plasticity) tests, soil-cement testing (Part 1 and Part 2), determination of the potential vertical rise of the natural subgrade soils, sulfate content tests, and grain size analyses. However, the actual type and number of laboratory tests will be based on the subsurface conditions encountered in the borings. The laboratory testing will be performed in general accordance with applicable ASTM standards.

Engineering Report

The results of the field and laboratory phases of the study will be reviewed by our staff of engineers and geologists. The results of our review, together with the supporting field and laboratory data, will be presented in a written, engineering report. The Geotechnical Engineering Report may include the following information and recommendations, if applicable:

- A boring location map and boring logs;
- A summary of the field and laboratory sampling and testing program,
- A summary of the laboratory test results;
- A review of general site conditions including a description of the site, the subsurface stratigraphy, groundwater conditions, and the presence and condition of fill materials, if encountered.
- Pavement thickness recommendations and construction guidelines. The pavement recommendations will be based on the information and the design traffic to be provided by the CLIENT, the TxDOT FTW SOP, and the City of Alvarado engineering standards.
- Construction considerations, including:
 - site preparation;
 - material recommendations;
 - excavation considerations; and
 - fill placement compaction.

The final report will be produced in a digital PDF document and delivered via email.

TEXAS DEPARTMENT OF LICENSING AND REGULATION (TDLR)

- Engineer will register the project with TDLR at time of plan completion.
- A Registered Accessibility Specialist (RAS) will review the project for compliance with Texas Accessibility Standards (TAS) built upon the American with Disabilities Act (ADA) law.
- A RAS will inspect the project upon construction completion for conformance with TAS standards and will prepare written documentation as to any deficiencies and provide documentation of completion as required by law.

SOCIAL, ECONOMIC, AND ENVIRONMENTAL STUDIES AND PUBLIC INVOLVEMENT (INTEGRATED ENVIRONMENTAL SOLUTIONS, LLC)

Depending upon the level of environmental and man-induced impacts associated with this new section of roadway, there are two levels of environmental documentation that could be used to meet the TxDOT requirements. Which level is used would be determined by the TxDOT Fort Worth District Environmental Coordinator in conjunction with the TxDOT Environmental staff in Austin. Either level will require a basic set of technical memorandum and forms to be completed to initiate the process.

- The Work Plan Development Form indicates what documentation will be required to receive environmental clearance. A schedule will determine the timeline for the environmental clearance,

- The Species Analysis Forms and Attachments will include vegetation community mapping to identify the presence/absence of preferred habitat for protected species that could potentially occur within or adjacent to the project corridor and to identify if any unique vegetation communities are present;
- Surface Water Analysis Form and Water Resources Form will document with the aquatic resources located within the project corridor;
- A Hazardous Initial Site Assessment (ISA) will provide preliminary site evaluation that will be compliant with ASTM International Standard E1527-21 for a Phase I Environmental Site Assessment (ESA) to determine the potential for the corridor to contain past evidence of hazardous materials or hazardous waste;
- A Section 4(f) Exemptions Forms for activities near the identified bird sanctuary and recreational areas adjacent to the project,
- Community Impacts Analysis will be prepared to address any concentrations of the elderly, children, persons with disabilities, or minority and low-income population groups. Community resources and traffic patterns will be analyzed for impacts,
- A Traffic Noise Technical Report will analyze traffic noise modeling and apply it for compliance of 23 CFR 772,
- Air Technical reports will include Air Conformity Report, Air Congestion Management Plan (CMP) Report, and Air Quality Technical report. These reports could be necessary to comply with the Clean Air Act (CAA), if this project is determined to be a Federal Highway Administration (FHWA) sponsored project,
- The Archeological Background Study will be prepared as the necessary background document to provide the Fort Worth District Subject Matter Expert (SME) with sufficient data to determine if an archeological survey would be required;
- A Historic Resources Project Coordination Report, may be required and will determine the scope of historic resources study appropriate for a project, and
- Representative Photographs of the project corridor and surrounding areas and Environmental Permits, Issues, and Commitments (EPIC) sheet will be provided.

Additionally, Public Involvement in the form of at least a public meeting and a public hearing may be necessary. Per other requests, CONSULTANT has budgeted for one public meetings, a public hearing, and a noise workshop. These meetings will not include venue rental and security. Local newspaper advertisements, both in English and Spanish language publications, court reporter, or translator, fees have been included. CONSULTANT will provide services to complete any necessary materials for the PI Consultant to complete TxDOT Public Involvement Documentation associated with each meeting.

Information Furnished by Client

The client (or its representative) will provide rights of entry to the site and digital limits of the project corridor prior to initiating site surveys. The client will also provide digital (AutoCAD and adobe acrobat) files of the proposed design.

Special Conditions

- This scope of services is to identify and location the boundaries of all water features and define whether they would be regulated waters of the United States. This scope of services does not provide any potential Section 404 permit services that could be related to the proposed project; these services would be conducted (if necessary) under a separate scope of services.
- This scope of services only provides for a hazardous materials initial site assessment (ISA) and not a full Phase I Environmental Site Assessment per ASTM standard. If this is required by TxDOT based on conditions identified in the ISA, those services can be negotiated at a later date.
- This scope of services only covers the project area described herein and does not provide for surveys of reroutes, alternate alignments, extensions, or expansions. If any changes are made to the project area, CONSULTANT reserves the right to change and resubmit a revised cost addendum

- The Client is responsible for securing rights of entry for the pedestrian survey prior to CONSULTANT being given NTP with fieldwork.
- This scope of services assumes that only two archeological sites will be encountered and recorded. Any additional archeological sites recorded will be billed at the fixed rate listed below. If potentially significant prehistoric or historic sites are discovered during the survey, additional investigation may be required. If buried sites or structures are located and cannot be avoided, it may be necessary to conduct Phase II testing to determine if sites are eligible for listing on the NRHP and Phase III mitigation/excavation. Costs of Phase II testing and Phase III mitigation services are not included as part of this proposal.

List of Tasks/Deliverables:

- Special Services:
 - Project Management and Meetings
 - Work Plan Development/Scoping
 - Species Analysis
 - Surface Water Analysis
 - TxDOT Water Features Geodatabase submittals
 - Transportation Conformity (if FHWA)
 - Congestion Management Process (if FHWA)
 - HazMat ISA
 - Noise Analysis
 - Community Impacts Assessment
 - Sec 4(f) Checklist
 - Archeological Background Study
 - Historic Resources Project Coordination Report
 - Public Meeting #1
 - Noise Workshop
- **Additional Services (may be required, based upon results of other reports and project site conditions)**
 - Waters of the United States Delineation Report Form (if necessary)
 - Archeological Survey (if necessary)
 - Additional Archeological Sites (per site) (if necessary)
 - Deed and Title Research per Archeological Site (if necessary)
 - Historic Resources Survey (if necessary)
 - Public Hearing

PAYMENT FOR SERVICES

Compensation for services shall be a Not-to-Exceed fee of \$1,476,686.00. Refer to Exhibit C for Fee Schedule.

Alvarado N Cummings Dr
Exhibit B - Project Schedule



EXHIBIT C
FEE SCHEDULE
AGUIRRE AND FIELDS, LP

PRIME PROVIDER NAME: Aguirre & Fields, LP

TASK DESCRIPTION	PROJECT MANAGER	QUALITY MANAGER	ENGINEER - SENIOR (15+)	ENGINEER (PROJECT) (10-15)	ENGINEER (DESIGN) (5-10)	ENGINEER (STRUCTURAL) - SENIOR	ENGINEER (STRUCTURAL)	ENGINEER IN TRAINING II (2-5)	ENGINEER IN TRAINING I (0-2)	ENGINEERING TECHNICIAN - SENIOR	ENGINEERING TECHNICIAN - JUNIOR	ADMIN / CLERICAL	TOTAL LABOR HOURS & COSTS
FC110 - ROUTE & DESIGN STUDIES													
1. ROADWAY DATA COLLECTION & FIELD RECONNAISSANCE													
DATA COLLECTION & REVIEW					8			8					16
FIELD RECONNAISSANCE	8				4			4					16
2. DEVELOP DESIGN CRITERIA	2				8			16		8			34
3. PRELIMINARY COST ESTIMATES	4				8			16		4			32
4. DESIGN CONCEPT CONFERENCE	4				6			8					18
HOURS SUB-TOTALS	18	0	0	0	34	0	0	52	0	12	0	0	116
CONTRACT RATE PER HOUR	\$325.00	\$277.00	\$273.00	\$205.00	\$179.00	\$290.00	\$202.00	\$127.00	\$113.00	\$195.00	\$114.00	\$98.00	
TOTAL LABOR COSTS	\$5,850.00	\$0.00	\$0.00	\$0.00	\$6,086.00	\$0.00	\$0.00	\$6,604.00	\$0.00	\$2,340.00	\$0.00	\$0.00	\$20,880.00
% DISTRIBUTION OF STAFFING	15.5%	0.0%	0.0%	0.0%	29.3%	0.0%	0.0%	44.8%	0.0%	10.3%	0.0%	0.0%	
SUBTOTAL (FC110)													\$20,880.00

TASK DESCRIPTION	PROJECT MANAGER	QUALITY MANAGER	ENGINEER - SENIOR (15+)	ENGINEER (PROJECT) (10-15)	ENGINEER (DESIGN) (5-10)	ENGINEER (STRUCTURAL) - SENIOR	ENGINEER (STRUCTURAL)	ENGINEER IN TRAINING II (2-5)	ENGINEER IN TRAINING I (0-2)	ENGINEERING TECHNICIAN - SENIOR	ENGINEERING TECHNICIAN - JUNIOR	ADMIN / CLERICAL	TOTAL LABOR HOURS & COSTS
FC160 - ROADWAY DESIGN													
1. GEOMETRIC DESIGN													
PRELIMINARY GEOMETRIC PROJECT LAYOUT	16	8			40			80		40	40		224
2. ROADWAY DESIGN													
PLAN VIEW	16				32			80		80	160		368
PROFILE VIEW	16				32			40		80	160		328
3. TYPICAL SECTIONS	8				8			24		8	24		72
4. CROSS STREETS													
Belair Park Trail	1				1			4		1	2		9
CR-508	1				1			4		1	2		9
Stonegate Blvd	1				1			4		1	2		9
Estates Blvd	1				1			4		1	2		9
Apache Trail	1				1			4		1	2		9
Cherokee Trail	1				1			4		1	2		9
US-67	1				2			12		2	8		25
5. CUT AND FILL QUANTITIES (DESIGN MODELING)	16				40			100		80	60		296
6. PLAN PREPARATION	20				26			60		40	80		226
7. PEDESTRIAN AND BICYCLE FACILITIES	8				24			40		8	24		104
HOURS SUB-TOTALS	107	8	0	0	210	0	0	460	0	344	568	0	1697
CONTRACT RATE PER HOUR	\$325.00	\$277.00	\$273.00	\$205.00	\$179.00	\$290.00	\$202.00	\$127.00	\$113.00	\$195.00	\$114.00	\$98.00	
TOTAL LABOR COSTS	\$34,775.00	\$2,216.00	\$0.00	\$0.00	\$37,590.00	\$0.00	\$0.00	\$58,420.00	\$0.00	\$67,080.00	\$64,752.00	\$0.00	\$264,833.00
% DISTRIBUTION OF STAFFING	6.3%	0.5%	0.0%	0.0%	12.4%	0.0%	0.0%	27.1%	0.0%	20.3%	33.5%	0.0%	
SUBTOTAL (FC160)													\$264,833.00

	123			220				440		344		588	
TASK DESCRIPTION	PROJECT MANAGER	QUALITY MANAGER	ENGINEER - SENIOR (15+)	ENGINEER (PROJECT) (10-15)	ENGINEER (DESIGN) (5-10)	ENGINEER (STRUCTURAL) - SENIOR	ENGINEER (STRUCTURAL)	ENGINEER IN TRAINING II (2-5)	ENGINEER IN TRAINING I (0-2)	ENGINEERING TECHNICIAN - SENIOR	ENGINEERING TECHNICIAN - JUNIOR	ADMIN / CLERICAL	TOTAL LABOR HOURS & COSTS
FC161 - DRAINAGE													
1. DATA COLLECTION	4		12		4			20					40
2. HYDRAULIC DESIGN AND DOCUMENTATION	16	8	80		16			80					200
3. PS&E FOR HYDRAULICS													
DRAINAGE AREA MAPS	4		12		8			40		16	40		120
HYDRAULIC DATA SHEETS	2		16		2			40		4	8		72
CULVERT LAYOUT SHEETS	1		8		1			16		2	8		36
STORM DRAIN PLAN/PROFILE	8	20	60		12			80		40	80		300
HOURS SUB-TOTALS	35	28	188	0	43	0	0	276	0	62	136	0	768
CONTRACT RATE PER HOUR	\$325.00	\$277.00	\$273.00	\$205.00	\$179.00	\$290.00	\$202.00	\$127.00	\$113.00	\$195.00	\$114.00	\$98.00	
TOTAL LABOR COSTS	\$11,375.00	\$7,756.00	\$51,324.00	\$0.00	\$7,697.00	\$0.00	\$0.00	\$35,052.00	\$0.00	\$12,090.00	\$15,504.00	\$0.00	\$140,798.00
% DISTRIBUTION OF STAFFING	4.6%	3.6%	24.5%	0.0%	5.6%	0.0%	0.0%	35.9%	0.0%	8.1%	17.7%	0.0%	
SUBTOTAL (FC 161)													\$140,798.00

EXHIBIT C
FEE SCHEDULE
AGUIRRE AND FIELDS, LP

PRIME PROVIDER NAME: Aguirre & Fields, LP

TASK DESCRIPTION	PROJECT MANAGER	QUALITY MANAGER	ENGINEER - SENIOR (15+)	ENGINEER (PROJECT) (10-15)	ENGINEER (DESIGN) (5-10)	ENGINEER (STRUCTURAL) - SENIOR	ENGINEER (STRUCTURAL)	ENGINEER IN TRAINING II (2-5)	ENGINEER IN TRAINING I (0-2)	ENGINEERING TECHNICIAN - SENIOR	ENGINEERING TECHNICIAN - JUNIOR	ADMIN / CLERICAL	TOTAL LABOR HOURS & COSTS
FC162 - SIGNING & PAVEMENT MARKING													
1. SIGNING	8				24			40		24	40		136
2. PAVEMENT MARKING	8				24			40		24	40		136
HOURS SUB-TOTALS	16	0	0	0	48	0	0	80	0	48	80	0	272
CONTRACT RATE PER HOUR	\$325.00	\$277.00	\$273.00	\$205.00	\$179.00	\$290.00	\$202.00	\$127.00	\$113.00	\$195.00	\$114.00	\$98.00	
TOTAL LABOR COSTS	\$5,200.00	\$0.00	\$0.00	\$0.00	\$8,592.00	\$0.00	\$0.00	\$10,160.00	\$0.00	\$9,360.00	\$9,120.00	\$0.00	\$42,432.00
% DISTRIBUTION OF STAFFING	5.9%	0.0%	0.0%	0.0%	17.6%	0.0%	0.0%	29.4%	0.0%	17.6%	29.4%	0.0%	
SUBTOTAL (FC 162)													\$42,432.00
TASK DESCRIPTION	PROJECT MANAGER	QUALITY MANAGER	ENGINEER - SENIOR (15+)	ENGINEER (PROJECT) (10-15)	ENGINEER (DESIGN) (5-10)	ENGINEER (STRUCTURAL) - SENIOR	ENGINEER (STRUCTURAL)	ENGINEER IN TRAINING II (2-5)	ENGINEER IN TRAINING I (0-2)	ENGINEERING TECHNICIAN - SENIOR	ENGINEERING TECHNICIAN - JUNIOR	ADMIN / CLERICAL	TOTAL LABOR HOURS & COSTS
FC163 - MISCELLANEOUS DESIGN													
TRAFFIC CONTROL LAYOUTS	8				24			80		28	60		200
TRAFFIC CONTROL NARRATIVE	1				1			8			1		11
TRAFFIC CONTROL TYPICAL SECTIONS	1				2			12		2	12		29
TRAFFIC CONTROL STANDARDS	1				1			2		2	4		10
SWP3	8				16			48		16	80		168
SUMMARIES OF QUANTITIES	2				4			20			4		30
UTILITY RELOCATION DESIGN	4	16	48		4			80		16	60		228
ESTIMATE	16				16			40					72
CONTRACT TIME DETERMINATION	4				8			16					28
SPECIFICATIONS AND GENERAL NOTES	16				12			16					44
PROJECT MANUAL	16				40			40					96
CONSTRUCTABILITY REVIEW		40											40
HOURS SUB-TOTALS	77	56	48	0	128	0	0	362	0	64	221	0	956
CONTRACT RATE PER HOUR	\$325.00	\$277.00	\$273.00	\$205.00	\$179.00	\$290.00	\$202.00	\$127.00	\$113.00	\$195.00	\$114.00	\$98.00	
TOTAL LABOR COSTS	\$25,025.00	\$15,512.00	\$13,104.00	\$0.00	\$22,912.00	\$0.00	\$0.00	\$45,974.00	\$0.00	\$12,480.00	\$25,194.00	\$0.00	\$160,201.00
% DISTRIBUTION OF STAFFING	8.1%	5.9%	5.0%	0.0%	13.4%	0.0%	0.0%	37.9%	0.0%	6.7%	23.1%	0.0%	
SUBTOTAL (FC 163)													\$160,201.00
	86				130			360		80	218		
TASK DESCRIPTION	PROJECT MANAGER	QUALITY MANAGER	ENGINEER - SENIOR (15+)	ENGINEER (PROJECT) (10-15)	ENGINEER (DESIGN) (5-10)	ENGINEER (STRUCTURAL) - SENIOR	ENGINEER (STRUCTURAL)	ENGINEER IN TRAINING II (2-5)	ENGINEER IN TRAINING I (0-2)	ENGINEERING TECHNICIAN - SENIOR	ENGINEERING TECHNICIAN - JUNIOR	ADMIN / CLERICAL	TOTAL LABOR HOURS & COSTS
FC164 - PROJECT MANAGEMENT & ADMINISTRATION													
GENERAL ADMINISTRATION													
PREPARE INVOICES AND MONTHLY PROJECT PROGRESS REPORTS (18 MONTHS)	27											18	45
PREPARE DESIGN SCHEDULE AND MONTHLY UPDATE (18 MONTHS)	27												27
PROJECT MANAGEMENT & COORDINATION WITH CITY (18 MONTHS)	54				36								90
PROJECT MANAGEMENT & COORDINATION WITH SUB CONSULTANTS (18 MONTHS)	54				36								90
MEETINGS													
ATTEND AND PREPARE FOR FIVE (5) DESIGN MEETINGS	10				15			15					40
QA/QC													
PERFORM QA/QC FOR 30% MILESTONE SUBMITTAL	12	16			8					8			44
PERFORM QA/QC FOR 60% MILESTONE SUBMITTAL	12	16			8					8			44
PERFORM QA/QC FOR 90% MILESTONE SUBMITTAL	12	16			8					8			44
PERFORM QA/QC FOR 95% MILESTONE SUBMITTAL	12	16			8					8			44
PERFORM QA/QC FOR FINAL MILESTONE SUBMITTAL	12	16			8					8			44
HOURS SUB-TOTALS	232	80	0	0	127	0	0	15	0	40	0	18	512
CONTRACT RATE PER HOUR	\$325.00	\$277.00	\$273.00	\$205.00	\$179.00	\$290.00	\$202.00	\$127.00	\$113.00	\$195.00	\$114.00	\$98.00	
TOTAL LABOR COSTS	\$75,400.00	\$22,160.00	\$0.00	\$0.00	\$22,733.00	\$0.00	\$0.00	\$1,905.00	\$0.00	\$7,800.00	\$0.00	\$1,764.00	\$131,762.00
% DISTRIBUTION OF STAFFING	45.3%	15.6%	0.0%	0.0%	24.8%	0.0%	0.0%	2.9%	0.0%	7.8%	0.0%	3.5%	
SUBTOTAL (FC164)													\$131,762.00

EXHIBIT C
FEE SCHEDULE
AGUIRRE AND FIELDS, LP

PRIME PROVIDER NAME: Aguirre & Fields, LP

TASK DESCRIPTION	PROJECT MANAGER	QUALITY MANAGER	ENGINEER - SENIOR (15+)	ENGINEER (PROJECT) (10-15)	ENGINEER (DESIGN) (5-10)	ENGINEER (STRUCTURAL) - SENIOR	ENGINEER (STRUCTURAL)	ENGINEER IN TRAINING II (2-5)	ENGINEER IN TRAINING I (0-2)	ENGINEERING TECHNICIAN - SENIOR	ENGINEERING TECHNICIAN - JUNIOR	ADMIN / CLERICAL	TOTAL LABOR HOURS & COSTS
FC309 - BID AND CONSTRUCTION PHASE SERVICES													
BID PHASE SERVICES													
RECEIVE AND RESPOND TO QUESTIONS FROM BIDDERS	2			8				8					18
CONSTRUCTION PHASE SERVICES (GENERAL)													
ATTEND PRECONSTRUCTION MEETING	2			2				2					6
ATTEND PROGRESS MEETINGS	24			24				24					72
RESPOND TO RFIS	12			20				40					72
PROVIDE CHANGE ORDER REVIEW	4			8				24					36
ATTEND SUBSTANTIAL COMPLETION MEETING	4			4				4					12
RECORD DRAWINGS	1			2				8			24		35
HOURS SUB-TOTALS	49	0	0	68	0	0	0	110	0	0	24	0	251
CONTRACT RATE PER HOUR	\$325.00	\$277.00	\$273.00	\$205.00	\$179.00	\$290.00	\$202.00	\$127.00	\$113.00	\$195.00	\$114.00	\$98.00	
TOTAL LABOR COSTS	\$15,925.00	\$0.00	\$0.00	\$13,940.00	\$0.00	\$0.00	\$0.00	\$13,970.00	\$0.00	\$0.00	\$2,736.00	\$0.00	\$46,571.00
% DISTRIBUTION OF STAFFING	19.5%	0.0%	0.0%	27.1%	0.0%	0.0%	0.0%	43.8%	0.0%	0.0%	9.6%	0.0%	
SUBTOTAL (FC309)													\$46,571.00

DESCRIPTION												TOTAL MH BY FC	TOTAL COSTS BY FC
FC110 - ROUTE & DESIGN STUDIES												116	\$20,880.00
FC160 - ROADWAY DESIGN												1697	\$264,833.00
FC161 - DRAINAGE												768	\$140,798.00
FC162 - SIGNING & PAVEMENT MARKING												272	\$42,432.00
FC163 - MISCELLANEOUS DESIGN												956	\$160,201.00
FC164 - PROJECT MANAGEMENT & ADMINISTRATION												512	\$131,762.00
FC309 - BID AND CONSTRUCTION PHASE SERVICES												251	\$46,571.00
Direct Expenses												0	\$983.00
BASIC SERVICES SUBTOTAL												4572	\$808,460.00

EXHIBIT C
FEE SCHEDULE
AGUIRRE AND FIELDS, LP

PRIME PROVIDER NAME: Aguirre & Fields, LP

DIRECT EXPENSES											
Mileage	mile	1500	\$0.655	Exp						LS	\$982.50
Standard Postage	letter		\$0.50	Exp						LS	\$0.00
Photocopies B/W (8 1/2" X 11")	each		\$0.10	Exp						LS	\$0.00
Photocopies B/W (11" X 17")	each		\$0.20	Exp						LS	\$0.00
Plotting (color on bond Exhibits for meetings)(24"x36")	SF		\$1.25	Exp						LS	\$0.00
DIRECT EXPENSES SUBTOTAL											\$982.50
SPECIAL SERVICES											
SURVEY											
											Raw Cost
											Cost w/Markup
A. Project Control	LS	1	\$12,800.00	Sub						LS	\$12,800.00
B. Research and ROW	LS	1	\$20,500.00	Sub						LS	\$20,500.00
C. Design Survey	LS	1	\$29,000.00	Sub						LS	\$29,000.00
D. Right-of-Entry	LS	1	\$1,700.00	Sub						LS	\$1,700.00
E. SUE	LS	1	\$8,400.00	Sub						LS	\$8,400.00
F. Geotech	LS	1	\$4,400.00	Sub						LS	\$4,400.00
G1. Parcels	each	8	\$3,000.00	Sub						LS	\$24,000.00
G2. Easements	each	2	\$2,500.00	Sub						LS	\$5,000.00
SUE											
A. Direct Expenses	LS	1	\$1,900.00	Sub						LS	\$1,900.00
B. QL B, C & D	LS	1	\$61,783.95	Sub						LS	\$61,783.95
C. QL A - Test Holes	each	2	\$1,450.00	Sub						LS	\$2,900.00
UTILITY COORDINATION											
TRAFFIC											
A. Traffic Engineering Study and Analysis	LS	1	\$39,500.00	Sub						LS	\$39,500.00
B. Signal Design	LS	1	\$31,500.00	Sub						LS	\$31,500.00
C. Illumination Design	LS	1	\$32,500.00	Sub						LS	\$32,500.00
D. Pedestrian Hybrid Beacon Design (1)	LS	1	\$24,500.00	Sub						LS	\$24,500.00
E. Construction Engineering Assistance	LS	1	\$15,000.00	Sub						LS	\$15,000.00
GEOTECHNICAL											
A. Engineering	LS	1	\$12,085.41	Sub						LS	\$12,085.41
B. Direct Expenses	LS	1	\$10,631.00	Sub						LS	\$10,631.00
C. Testing Costs	LS	1	\$16,110.00	Sub						LS	\$16,110.00
TDLR (Registration, Review and Inspection)											
ENVIRONMENTAL PERMITTING											
A. Project Management and Meetings	LS	1	\$7,150.00	Sub						LS	\$7,150.00
B. Work Plan Development/Scoping	LS	1	\$1,600.00	Sub						LS	\$1,600.00
C. Species Analysis	LS	1	\$886.25	Sub						LS	\$886.25
D. Surface Water Analysis	LS	1	\$886.25	Sub						LS	\$886.25
E. TxDOT Water Features Geodatabase submittals	LS	1	\$150.00	Sub						LS	\$150.00
F. Transportation Conformity (if FHWA)	LS	1	\$4,305.00	Sub						LS	\$4,305.00
G. Congestion Management Process (if FHWA)	LS	1	\$8,305.00	Sub						LS	\$8,305.00
H. HazMat ISA	LS	1	\$5,846.25	Sub						LS	\$5,846.25
I. Noise Analysis	LS	1	\$68,145.00	Sub						LS	\$68,145.00
J. Community Impacts Assessment	LS	1	\$6,003.75	Sub						LS	\$6,003.75
K. Sec 4(f) Checklist	LS	1	\$2,143.75	Sub						LS	\$2,143.75
L. Archeological Background Study	LS	1	\$3,346.00	Sub						LS	\$3,346.00
M. Historic Resources Project Coordination Report	LS	1	\$5,503.00	Sub						LS	\$5,503.00
N. Public Meeting #1	LS	1	\$21,220.00	Sub						LS	\$21,220.00
O. Noise Workshop	LS	1	\$26,220.00	Sub						LS	\$26,220.00
SPECIAL SERVICES SUBTOTAL											\$564,395.49
ADDITIONAL SERVICES											
ADDITIONAL ENVIRONMENTAL PERMITTING											
											Raw Cost
											Cost w/Markup
A. Waters of the United States Delineation Report Form (if necessary)	LS	1	\$1,130.00	Sub						LS	\$1,130.00
C. Archeological Survey (if necessary)	LS	1	\$16,324.00	Sub						LS	\$16,324.00
D. Additional Archeological Sites (per site) (if necessary)	LS	1	\$3,000.00	Sub						LS	\$3,000.00
E. Deed and Title Research per Archeological Site (if necessary)	LS	1	\$3,000.00	Sub						LS	\$3,000.00
F. Historic Resources Survey (if necessary)	LS	1	\$21,389.00	Sub						LS	\$21,389.00
G. Public Hearing	LS	1	\$26,220.00	Sub						LS	\$26,220.00
OPTIONAL SERVICES											
											\$71,063.00
SUMMARY											
BASIC SERVICES (plus expenses)			\$809,443.00								
SPECIAL SERVICES			\$592,625.00								
BASIC + SPECIAL SERVICES			\$1,402,068.00								
ADDITIONAL SERVICES			\$74,618.00								
GRAND TOTAL			\$1,476,686.00								

Sub Markup 5%

LOCATION MAP SHOWING PROJECT





City Council Meeting Management Report

Meeting Date: May 15, 2023

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

AGENDA ITEM:

Consideration and action to reject all bids for Lakeview Drive Parking Lot construction project.

BACKGROUND & FINDINGS:

Upon completion of a design in February to provide a concrete parking lot adjacent to Lakeview Drive near Shirley Drive (see the attached map), the City advertised request price proposal (RFP). Teague Nall and Perkins, Inc (TNP) provided the design for the project. In response to the RFP, the city received three (3) price proposals by the specified due date of May 9th. Firm names and price proposals received are listed below:

- | | |
|---------------------------|---|
| 1) PMGR Development Group | - Proposed price is \$84,635.42. |
| 2) 123 Builders Co. | - Proposed price is \$76,164. |
| 3) Barricades Plus | - \$2,390.70 (incomplete, did not submit prices for all items). |

The City received only two (2) proposals that meet the RFP requirements despite reaching out to several contractors in the DFW area to participate in the RFP process. Price proposals received from the two participants are much higher than the engineer's cost estimate of \$35,000. The city Staff also believe that the prices will come out more competitive with higher participation by construction contractors.

Staff recommend rejecting all price proposals received on May 9th. The city staff will work on seeking price proposals afresh in the coming weeks.

FINANCIAL IMPACT:

None

RECOMMENDATION:

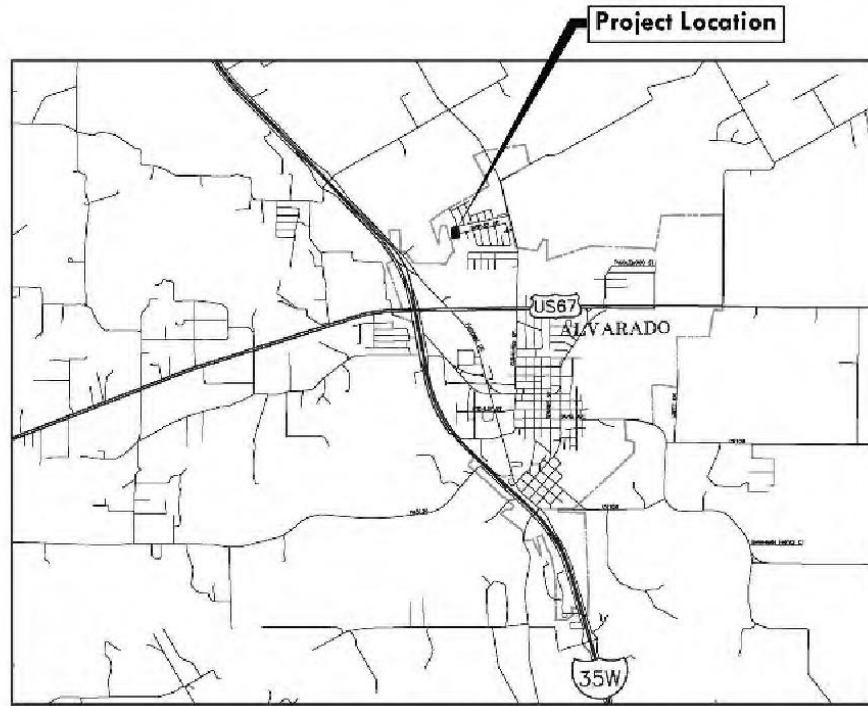
Staff recommend rejecting all proposals received for the project.

MANAGEMENT REVIEW:

Paul DeBuff, City Manager

ATTACHMENT:

Location Map





City Council Meeting Management Report

Meeting Date: May 15, 2023

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

AGENDA ITEM:

Consider reviewing a presentation on a proposed Walking Trail in Pecan Orchard.

BACKGROUND & FINDINGS:

The city staff reviewed the feasibility and advantages of providing a walking trail in the Pecan Orchard property, owned by the City of Alvarado, located at the southeast corner of South Parkway Drive and West College Street. The property, owned by the City of Alvarado, has an area of approximately 2.6 acres.

City staff looked at the feasibility of providing a walking trail with a pedestrian bridge across the creek that runs through the park. Existing crosswalks at the intersection of South Parkway Drive and West College Street provide pedestrian connectivity between Parkway Park and College Park. Also, the existing sidewalk along the south side of West College Street provides access to the proposed walking trail.

As **Phase One**, a walking trail (probably 6' wide) that connects to the existing sidewalk along West College Street is recommended. This task can be accomplished by clearing the vegetation along the path of the proposed trail and providing either a crushed stone or mulched trail. The city staff is currently evaluating the option of partly achieving the task in-house (clearing vegetation) and installing the trail with the help of a vendor. Phase One can be achieved in less than a month from the date of beginning of the work. *(Propose Phase One is shown in solid red line in the attached map).*

Phase Two can be adding a wooden pedestrian bridge and connecting the walking trail to the intersection of South Parkway Drive and West College Street. The city staff is currently working on contacting vendors to obtain budgetary pricing for a wooden pedestrian bridge specific to the location where it is proposed to be installed. *(Propose Phase Two is shown in dashed red line in the attached map).*

FINANCIAL IMPACT:

Phase One – Walking Trail Connecting to W College St Sidewalk - Under \$10,000.

Phase Two – Wooden Pedestrian Bridge with a Walking Trail Connecting to S. Parkway & W College St. Intersection – To be determined.

RECOMMENDATION:

Staff seeks City Council direction on the proposed walking trail in the Pecan Orchard.

MANAGEMENT REVIEW:

Paul DeBuff, City Manager

ATTACHMENT:





City Council Meeting Management Report

Meeting Date: May 15, 2023

Contact: Jacob Wheat, Mayor

AGENDA ITEM:

Nominations for Capital Improvement Program Advisory Committee.

BACKGROUND & FINDINGS:

Per Chapter 395 of the Texas Local Government Code, the City shall update the Capital Improvement Program (CIP) and Impact Fee Report at least every five years. The report can be updated sooner than five years. It is typical for the cities experiencing high growth, like that the City of Alvarado is currently experiencing, to update the CIP and Impact Fee Report more frequently than every five years.

The City is currently working on updating the CIP and Impact Fee Report. The existing CIP and Impact Fee Report were developed in June 2019. Birkhoff, Hendricks & Carter, LLP has been retained by the City to update the report. Currently, drafts of the maps and new lists of capital improvement plan projects for water, wastewater and streets are being finalized.

The City Council shall appoint a Capital Improvements Program Advisory Committee (CIPAC) to assist the City in various aspects such as and not limited to advising and adopting land use assumptions, reviewing the CIP, reviewing written comments during the public hearing period, monitoring and evaluating implementation of the CIP. In the case of the City of Alvarado, CIPAC must be composed of at least five (5) members of which at least forty percent (40%) of members must be representatives of the real estate, development or building industries and one (1) member must be a representative of the Alvarado extraterritorial jurisdiction (ETJ).

Below is a list of individuals that expressed interest in serving on CIPAC.

1. Larry Pool (Developer)
2. Sandra Rendon (Realtor)
3. Jameye Jones (ETJ Resident)
4. Pam Jones
5. Larry Harris

FINANCIAL IMPACT:

None

RECOMMENDATION:

None

MANAGEMENT REVIEW:

Paul DeBuff, City Manager

ATTACHMENT:

Chapter 395 of the Texas Local Government Code

LOCAL GOVERNMENT CODE

TITLE 12. PLANNING AND DEVELOPMENT

SUBTITLE C. PLANNING AND DEVELOPMENT PROVISIONS APPLYING TO MORE THAN ONE
TYPE OF LOCAL GOVERNMENTCHAPTER 395. FINANCING CAPITAL IMPROVEMENTS REQUIRED BY NEW DEVELOPMENT IN
MUNICIPALITIES, COUNTIES, AND CERTAIN OTHER LOCAL GOVERNMENTS

SUBCHAPTER A. GENERAL PROVISIONS

Sec. 395.001. DEFINITIONS. In this chapter:

(1) "Capital improvement" means any of the following facilities that have a life expectancy of three or more years and are owned and operated by or on behalf of a political subdivision:

(A) water supply, treatment, and distribution facilities; wastewater collection and treatment facilities; and storm water, drainage, and flood control facilities; whether or not they are located within the service area; and

(B) roadway facilities.

(2) "Capital improvements plan" means a plan required by this chapter that identifies capital improvements or facility expansions for which impact fees may be assessed.

(3) "Facility expansion" means the expansion of the capacity of an existing facility that serves the same function as an otherwise necessary new capital improvement, in order that the existing facility may serve new development. The term does not include the repair, maintenance, modernization, or expansion of an existing facility to better serve existing development.

(4) "Impact fee" means a charge or assessment imposed by a political subdivision against new development in order to generate revenue for funding or recouping the costs of capital improvements or facility expansions necessitated by and attributable to the new development. The term includes amortized charges, lump-sum charges, capital recovery fees, contributions in aid of construction, and any other fee that functions as described by this definition. The term does not include:

(A) dedication of land for public parks or payment in lieu of the dedication to serve park needs;

(B) dedication of rights-of-way or easements or construction or dedication of on-site or off-site water distribution, wastewater

collection or drainage facilities, or streets, sidewalks, or curbs if the dedication or construction is required by a valid ordinance and is necessitated by and attributable to the new development;

(C) lot or acreage fees to be placed in trust funds for the purpose of reimbursing developers for oversizing or constructing water or sewer mains or lines; or

(D) other pro rata fees for reimbursement of water or sewer mains or lines extended by the political subdivision.

However, an item included in the capital improvements plan may not be required to be constructed except in accordance with Section 395.019(2), and an owner may not be required to construct or dedicate facilities and to pay impact fees for those facilities.

(5) "Land use assumptions" includes a description of the service area and projections of changes in land uses, densities, intensities, and population in the service area over at least a 10-year period.

(6) "New development" means the subdivision of land; the construction, reconstruction, redevelopment, conversion, structural alteration, relocation, or enlargement of any structure; or any use or extension of the use of land; any of which increases the number of service units.

(7) "Political subdivision" means a municipality, a district or authority created under Article III, Section 52, or Article XVI, Section 59, of the Texas Constitution, or, for the purposes set forth by Section 395.079, certain counties described by that section.

(8) "Roadway facilities" means arterial or collector streets or roads that have been designated on an officially adopted roadway plan of the political subdivision, together with all necessary appurtenances. The term includes the political subdivision's share of costs for roadways and associated improvements designated on the federal or Texas highway system, including local matching funds and costs related to utility line relocation and the establishment of curbs, gutters, sidewalks, drainage appurtenances, and rights-of-way.

(9) "Service area" means the area within the corporate boundaries or extraterritorial jurisdiction, as determined under Chapter 42, of the political subdivision to be served by the capital improvements or facilities expansions specified in the capital improvements plan, except roadway facilities and storm water, drainage, and flood control facilities. The service area, for the purposes of this chapter, may include all or part of the land within the political subdivision or its extraterritorial jurisdiction, except for roadway facilities and storm water, drainage, and

flood control facilities. For roadway facilities, the service area is limited to an area within the corporate boundaries of the political subdivision and shall not exceed six miles. For storm water, drainage, and flood control facilities, the service area may include all or part of the land within the political subdivision or its extraterritorial jurisdiction, but shall not exceed the area actually served by the storm water, drainage, and flood control facilities designated in the capital improvements plan and shall not extend across watershed boundaries.

(10) "Service unit" means a standardized measure of consumption, use, generation, or discharge attributable to an individual unit of development calculated in accordance with generally accepted engineering or planning standards and based on historical data and trends applicable to the political subdivision in which the individual unit of development is located during the previous 10 years.

Added by Acts 1989, 71st Leg., ch. 1, Sec. 82(a), eff. Aug. 28, 1989.

Amended by Acts 1989, 71st Leg., ch. 566, Sec. 1(e), eff. Aug. 28, 1989;

Acts 2001, 77th Leg., ch. 345, Sec. 1, eff. Sept. 1, 2001.

SUBCHAPTER B. AUTHORIZATION OF IMPACT FEE

Sec. 395.011. AUTHORIZATION OF FEE. (a) Unless otherwise specifically authorized by state law or this chapter, a governmental entity or political subdivision may not enact or impose an impact fee.

(b) Political subdivisions may enact or impose impact fees on land within their corporate boundaries or extraterritorial jurisdictions only by complying with this chapter, except that impact fees may not be enacted or imposed in the extraterritorial jurisdiction for roadway facilities.

(c) A municipality may contract to provide capital improvements, except roadway facilities, to an area outside its corporate boundaries and extraterritorial jurisdiction and may charge an impact fee under the contract, but if an impact fee is charged in that area, the municipality must comply with this chapter.

Added by Acts 1989, 71st Leg., ch. 1, Sec. 82(a), eff. Aug. 28, 1989.

Sec. 395.012. ITEMS PAYABLE BY FEE. (a) An impact fee may be imposed only to pay the costs of constructing capital improvements or facility expansions, including and limited to the:

- (1) construction contract price;
- (2) surveying and engineering fees;

(3) land acquisition costs, including land purchases, court awards and costs, attorney's fees, and expert witness fees; and

(4) fees actually paid or contracted to be paid to an independent qualified engineer or financial consultant preparing or updating the capital improvements plan who is not an employee of the political subdivision.

(b) Projected interest charges and other finance costs may be included in determining the amount of impact fees only if the impact fees are used for the payment of principal and interest on bonds, notes, or other obligations issued by or on behalf of the political subdivision to finance the capital improvements or facility expansions identified in the capital improvements plan and are not used to reimburse bond funds expended for facilities that are not identified in the capital improvements plan.

(c) Notwithstanding any other provision of this chapter, the Edwards Underground Water District or a river authority that is authorized elsewhere by state law to charge fees that function as impact fees may use impact fees to pay a staff engineer who prepares or updates a capital improvements plan under this chapter.

(d) A municipality may pledge an impact fee as security for the payment of debt service on a bond, note, or other obligation issued to finance a capital improvement or public facility expansion if:

(1) the improvement or expansion is identified in a capital improvements plan; and

(2) at the time of the pledge, the governing body of the municipality certifies in a written order, ordinance, or resolution that none of the impact fee will be used or expended for an improvement or expansion not identified in the plan.

(e) A certification under Subsection (d)(2) is sufficient evidence that an impact fee pledged will not be used or expended for an improvement or expansion that is not identified in the capital improvements plan.

Added by Acts 1989, 71st Leg., ch. 1, Sec. 82(a), eff. Aug. 28, 1989.

Amended by Acts 1995, 74th Leg., ch. 90, Sec. 1, eff. May 16, 1995.

Sec. 395.013. ITEMS NOT PAYABLE BY FEE. Impact fees may not be adopted or used to pay for:

(1) construction, acquisition, or expansion of public facilities or assets other than capital improvements or facility expansions identified in the capital improvements plan;

- (2) repair, operation, or maintenance of existing or new capital improvements or facility expansions;
- (3) upgrading, updating, expanding, or replacing existing capital improvements to serve existing development in order to meet stricter safety, efficiency, environmental, or regulatory standards;
- (4) upgrading, updating, expanding, or replacing existing capital improvements to provide better service to existing development;
- (5) administrative and operating costs of the political subdivision, except the Edwards Underground Water District or a river authority that is authorized elsewhere by state law to charge fees that function as impact fees may use impact fees to pay its administrative and operating costs;
- (6) principal payments and interest or other finance charges on bonds or other indebtedness, except as allowed by Section [395.012](#).

Added by Acts 1989, 71st Leg., ch. 1, Sec. 82(a), eff. Aug. 28, 1989.

Sec. 395.014. CAPITAL IMPROVEMENTS PLAN. (a) The political subdivision shall use qualified professionals to prepare the capital improvements plan and to calculate the impact fee. The capital improvements plan must contain specific enumeration of the following items:

- (1) a description of the existing capital improvements within the service area and the costs to upgrade, update, improve, expand, or replace the improvements to meet existing needs and usage and stricter safety, efficiency, environmental, or regulatory standards, which shall be prepared by a qualified professional engineer licensed to perform the professional engineering services in this state;
- (2) an analysis of the total capacity, the level of current usage, and commitments for usage of capacity of the existing capital improvements, which shall be prepared by a qualified professional engineer licensed to perform the professional engineering services in this state;
- (3) a description of all or the parts of the capital improvements or facility expansions and their costs necessitated by and attributable to new development in the service area based on the approved land use assumptions, which shall be prepared by a qualified professional engineer licensed to perform the professional engineering services in this state;
- (4) a definitive table establishing the specific level or quantity of use, consumption, generation, or discharge of a service unit for each category of capital improvements or facility expansions and an equivalency or conversion table establishing the ratio of a service unit to

various types of land uses, including residential, commercial, and industrial;

(5) the total number of projected service units necessitated by and attributable to new development within the service area based on the approved land use assumptions and calculated in accordance with generally accepted engineering or planning criteria;

(6) the projected demand for capital improvements or facility expansions required by new service units projected over a reasonable period of time, not to exceed 10 years; and

(7) a plan for awarding:

(A) a credit for the portion of ad valorem tax and utility service revenues generated by new service units during the program period that is used for the payment of improvements, including the payment of debt, that are included in the capital improvements plan; or

(B) in the alternative, a credit equal to 50 percent of the total projected cost of implementing the capital improvements plan.

(b) The analysis required by Subsection (a)(3) may be prepared on a systemwide basis within the service area for each major category of capital improvement or facility expansion for the designated service area.

(c) The governing body of the political subdivision is responsible for supervising the implementation of the capital improvements plan in a timely manner.

Added by Acts 1989, 71st Leg., ch. 1, Sec. 82(a), eff. Aug. 28, 1989.

Amended by Acts 2001, 77th Leg., ch. 345, Sec. 2, eff. Sept. 1, 2001.

Sec. 395.015. MAXIMUM FEE PER SERVICE UNIT. (a) The impact fee per service unit may not exceed the amount determined by subtracting the amount in Section 395.014(a)(7) from the costs of the capital improvements described by Section 395.014(a)(3) and dividing that amount by the total number of projected service units described by Section 395.014(a)(5).

(b) If the number of new service units projected over a reasonable period of time is less than the total number of new service units shown by the approved land use assumptions at full development of the service area, the maximum impact fee per service unit shall be calculated by dividing the costs of the part of the capital improvements necessitated by and attributable to projected new service units described by Section 395.014(a)(6) by the projected new service units described in that section.

Added by Acts 1989, 71st Leg., ch. 1, Sec. 82(a), eff. Aug. 28, 1989.

Amended by Acts 2001, 77th Leg., ch. 345, Sec. 3, eff. Sept. 1, 2001.

Sec. 395.016. TIME FOR ASSESSMENT AND COLLECTION OF FEE. (a) This subsection applies only to impact fees adopted and land platted before June 20, 1987. For land that has been platted in accordance with Subchapter A, Chapter 212, or the subdivision or platting procedures of a political subdivision before June 20, 1987, or land on which new development occurs or is proposed without platting, the political subdivision may assess the impact fees at any time during the development approval and building process. Except as provided by Section 395.019, the political subdivision may collect the fees at either the time of recordation of the subdivision plat or connection to the political subdivision's water or sewer system or at the time the political subdivision issues either the building permit or the certificate of occupancy.

(b) This subsection applies only to impact fees adopted before June 20, 1987, and land platted after that date. For new development which is platted in accordance with Subchapter A, Chapter 212, or the subdivision or platting procedures of a political subdivision after June 20, 1987, the political subdivision may assess the impact fees before or at the time of recordation. Except as provided by Section 395.019, the political subdivision may collect the fees at either the time of recordation of the subdivision plat or connection to the political subdivision's water or sewer system or at the time the political subdivision issues either the building permit or the certificate of occupancy.

(c) This subsection applies only to impact fees adopted after June 20, 1987. For new development which is platted in accordance with Subchapter A, Chapter 212, or the subdivision or platting procedures of a political subdivision before the adoption of an impact fee, an impact fee may not be collected on any service unit for which a valid building permit is issued within one year after the date of adoption of the impact fee.

(d) This subsection applies only to land platted in accordance with Subchapter A, Chapter 212, or the subdivision or platting procedures of a political subdivision after adoption of an impact fee adopted after June 20, 1987. The political subdivision shall assess the impact fees before or at the time of recordation of a subdivision plat or other plat under Subchapter A, Chapter 212, or the subdivision or platting ordinance or procedures of any political subdivision in the official records of the county clerk of the county in which the tract is located. Except as provided by Section 395.019, if the political subdivision has water and wastewater capacity available:

(1) the political subdivision shall collect the fees at the time the political subdivision issues a building permit;

(2) for land platted outside the corporate boundaries of a municipality, the municipality shall collect the fees at the time an application for an individual meter connection to the municipality's water or wastewater system is filed; or

(3) a political subdivision that lacks authority to issue building permits in the area where the impact fee applies shall collect the fees at the time an application is filed for an individual meter connection to the political subdivision's water or wastewater system.

(e) For land on which new development occurs or is proposed to occur without platting, the political subdivision may assess the impact fees at any time during the development and building process and may collect the fees at either the time of recordation of the subdivision plat or connection to the political subdivision's water or sewer system or at the time the political subdivision issues either the building permit or the certificate of occupancy.

(f) An "assessment" means a determination of the amount of the impact fee in effect on the date of occurrence provided in this section and is the maximum amount that can be charged per service unit of such development. No specific act by the political subdivision is required.

(g) Notwithstanding Subsections (a)-(e) and Section 395.017, the political subdivision may reduce or waive an impact fee for any service unit that would qualify as affordable housing under 42 U.S.C. Section 12745, as amended, once the service unit is constructed. If affordable housing as defined by 42 U.S.C. Section 12745, as amended, is not constructed, the political subdivision may reverse its decision to waive or reduce the impact fee, and the political subdivision may assess an impact fee at any time during the development approval or building process or after the building process if an impact fee was not already assessed.

Added by Acts 1989, 71st Leg., ch. 1, Sec. 82(a), eff. Aug. 28, 1989.

Amended by Acts 1997, 75th Leg., ch. 980, Sec. 52, eff. Sept. 1, 1997;

Acts 2001, 77th Leg., ch. 345, Sec. 4, eff. Sept. 1, 2001.

Sec. 395.017. ADDITIONAL FEE PROHIBITED; EXCEPTION. After assessment of the impact fees attributable to the new development or execution of an agreement for payment of impact fees, additional impact fees or increases in fees may not be assessed against the tract for any reason unless the number of service units to be developed on the tract

increases. In the event of the increase in the number of service units, the impact fees to be imposed are limited to the amount attributable to the additional service units.

Added by Acts 1989, 71st Leg., ch. 1, Sec. 82(a), eff. Aug. 28, 1989.

Sec. 395.018. AGREEMENT WITH OWNER REGARDING PAYMENT. A political subdivision is authorized to enter into an agreement with the owner of a tract of land for which the plat has been recorded providing for the time and method of payment of the impact fees.

Added by Acts 1989, 71st Leg., ch. 1, Sec. 82(a), eff. Aug. 28, 1989.

Sec. 395.019. COLLECTION OF FEES IF SERVICES NOT AVAILABLE. Except for roadway facilities, impact fees may be assessed but may not be collected in areas where services are not currently available unless:

(1) the collection is made to pay for a capital improvement or facility expansion that has been identified in the capital improvements plan and the political subdivision commits to commence construction within two years, under duly awarded and executed contracts or commitments of staff time covering substantially all of the work required to provide service, and to have the service available within a reasonable period of time considering the type of capital improvement or facility expansion to be constructed, but in no event longer than five years;

(2) the political subdivision agrees that the owner of a new development may construct or finance the capital improvements or facility expansions and agrees that the costs incurred or funds advanced will be credited against the impact fees otherwise due from the new development or agrees to reimburse the owner for such costs from impact fees paid from other new developments that will use such capital improvements or facility expansions, which fees shall be collected and reimbursed to the owner at the time the other new development records its plat; or

(3) an owner voluntarily requests the political subdivision to reserve capacity to serve future development, and the political subdivision and owner enter into a valid written agreement.

Added by Acts 1989, 71st Leg., ch. 1, Sec. 82(a), eff. Aug. 28, 1989.

Sec. 395.020. ENTITLEMENT TO SERVICES. Any new development for which an impact fee has been paid is entitled to the permanent use and benefit of the services for which the fee was exacted and is entitled to receive

immediate service from any existing facilities with actual capacity to serve the new service units, subject to compliance with other valid regulations.

Added by Acts 1989, 71st Leg., ch. 1, Sec. 82(a), eff. Aug. 28, 1989.

Sec. 395.021. AUTHORITY OF POLITICAL SUBDIVISIONS TO SPEND FUNDS TO REDUCE FEES. Political subdivisions may spend funds from any lawful source to pay for all or a part of the capital improvements or facility expansions to reduce the amount of impact fees.

Added by Acts 1989, 71st Leg., ch. 1, Sec. 82(a), eff. Aug. 28, 1989.

Sec. 395.022. AUTHORITY OF POLITICAL SUBDIVISION TO PAY FEES. (a) Political subdivisions and other governmental entities may pay impact fees imposed under this chapter.

(b) A school district is not required to pay impact fees imposed under this chapter unless the board of trustees of the district consents to the payment of the fees by entering a contract with the political subdivision that imposes the fees. The contract may contain terms the board of trustees considers advisable to provide for the payment of the fees.

Added by Acts 1989, 71st Leg., ch. 1, Sec. 82(a), eff. Aug. 28, 1989.

Amended by:

Acts 2007, 80th Leg., R.S., Ch. 250 (S.B. 883), Sec. 1, eff. May 25, 2007.

Sec. 395.023. CREDITS AGAINST ROADWAY FACILITIES FEES. Any construction of, contributions to, or dedications of off-site roadway facilities agreed to or required by a political subdivision as a condition of development approval shall be credited against roadway facilities impact fees otherwise due from the development.

Added by Acts 1989, 71st Leg., ch. 1, Sec. 82(a), eff. Aug. 28, 1989.

Sec. 395.024. ACCOUNTING FOR FEES AND INTEREST. (a) The order, ordinance, or resolution levying an impact fee must provide that all funds collected through the adoption of an impact fee shall be deposited in interest-bearing accounts clearly identifying the category of capital

improvements or facility expansions within the service area for which the fee was adopted.

(b) Interest earned on impact fees is considered funds of the account on which it is earned and is subject to all restrictions placed on use of impact fees under this chapter.

(c) Impact fee funds may be spent only for the purposes for which the impact fee was imposed as shown by the capital improvements plan and as authorized by this chapter.

(d) The records of the accounts into which impact fees are deposited shall be open for public inspection and copying during ordinary business hours.

Added by Acts 1989, 71st Leg., ch. 1, Sec. 82(a), eff. Aug. 28, 1989.

Sec. 395.025. REFUNDS. (a) On the request of an owner of the property on which an impact fee has been paid, the political subdivision shall refund the impact fee if existing facilities are available and service is denied or the political subdivision has, after collecting the fee when service was not available, failed to commence construction within two years or service is not available within a reasonable period considering the type of capital improvement or facility expansion to be constructed, but in no event later than five years from the date of payment under Section [395.019\(1\)](#).

(b) Repealed by Acts 2001, 77th Leg., ch. 345, Sec. 9, eff. Sept. 1, 2001.

(c) The political subdivision shall refund any impact fee or part of it that is not spent as authorized by this chapter within 10 years after the date of payment.

(d) Any refund shall bear interest calculated from the date of collection to the date of refund at the statutory rate as set forth in Section [302.002](#), Finance Code, or its successor statute.

(e) All refunds shall be made to the record owner of the property at the time the refund is paid. However, if the impact fees were paid by another political subdivision or governmental entity, payment shall be made to the political subdivision or governmental entity.

(f) The owner of the property on which an impact fee has been paid or another political subdivision or governmental entity that paid the impact fee has standing to sue for a refund under this section.

Added by Acts 1989, 71st Leg., ch. 1, Sec. 82(a), eff. Aug. 28, 1989.

Amended by Acts 1997, 75th Leg., ch. 1396, Sec. 37, eff. Sept. 1, 1997;

Acts 1999, 76th Leg., ch. 62, Sec. 7.82, eff. Sept. 1, 1999; Acts 2001, 77th Leg., ch. 345, Sec. 9, eff. Sept. 1, 2001.

SUBCHAPTER C. PROCEDURES FOR ADOPTION OF IMPACT FEE

Sec. 395.041. COMPLIANCE WITH PROCEDURES REQUIRED. Except as otherwise provided by this chapter, a political subdivision must comply with this subchapter to levy an impact fee.

Added by Acts 1989, 71st Leg., ch. 1, Sec. 82(a), eff. Aug. 28, 1989.

Sec. 395.0411. CAPITAL IMPROVEMENTS PLAN. The political subdivision shall provide for a capital improvements plan to be developed by qualified professionals using generally accepted engineering and planning practices in accordance with Section 395.014.

Added by Acts 2001, 77th Leg., ch. 345, Sec. 5, eff. Sept. 1, 2001.

Sec. 395.042. HEARING ON LAND USE ASSUMPTIONS AND CAPITAL IMPROVEMENTS PLAN. To impose an impact fee, a political subdivision must adopt an order, ordinance, or resolution establishing a public hearing date to consider the land use assumptions and capital improvements plan for the designated service area.

Added by Acts 1989, 71st Leg., ch. 1, Sec. 82(a), eff. Aug. 28, 1989.

Amended by Acts 2001, 77th Leg., ch. 345, Sec. 5, eff. Sept. 1, 2001.

Sec. 395.043. INFORMATION ABOUT LAND USE ASSUMPTIONS AND CAPITAL IMPROVEMENTS PLAN AVAILABLE TO PUBLIC. On or before the date of the first publication of the notice of the hearing on the land use assumptions and capital improvements plan, the political subdivision shall make available to the public its land use assumptions, the time period of the projections, and a description of the capital improvement facilities that may be proposed.

Added by Acts 1989, 71st Leg., ch. 1, Sec. 82(a), eff. Aug. 28, 1989.

Amended by Acts 2001, 77th Leg., ch. 345, Sec. 5, eff. Sept. 1, 2001.

Sec. 395.044. NOTICE OF HEARING ON LAND USE ASSUMPTIONS AND CAPITAL IMPROVEMENTS PLAN. (a) Before the 30th day before the date of the hearing on the land use assumptions and capital improvements plan, the political

subdivision shall send a notice of the hearing by certified mail to any person who has given written notice by certified or registered mail to the municipal secretary or other designated official of the political subdivision requesting notice of the hearing within two years preceding the date of adoption of the order, ordinance, or resolution setting the public hearing.

(b) The political subdivision shall publish notice of the hearing before the 30th day before the date set for the hearing, in one or more newspapers of general circulation in each county in which the political subdivision lies. However, a river authority that is authorized elsewhere by state law to charge fees that function as impact fees may publish the required newspaper notice only in each county in which the service area lies.

(c) The notice must contain:

(1) a headline to read as follows:

"NOTICE OF PUBLIC HEARING ON LAND USE ASSUMPTIONS AND CAPITAL IMPROVEMENTS
PLAN RELATING TO POSSIBLE ADOPTION OF IMPACT FEES"

(2) the time, date, and location of the hearing;

(3) a statement that the purpose of the hearing is to consider the land use assumptions and capital improvements plan under which an impact fee may be imposed; and

(4) a statement that any member of the public has the right to appear at the hearing and present evidence for or against the land use assumptions and capital improvements plan.

Added by Acts 1989, 71st Leg., ch. 1, Sec. 82(a), eff. Aug. 28, 1989.

Amended by Acts 2001, 77th Leg., ch. 345, Sec. 5, eff. Sept. 1, 2001.

Sec. 395.045. APPROVAL OF LAND USE ASSUMPTIONS AND CAPITAL IMPROVEMENTS PLAN REQUIRED. (a) After the public hearing on the land use assumptions and capital improvements plan, the political subdivision shall determine whether to adopt or reject an ordinance, order, or resolution approving the land use assumptions and capital improvements plan.

(b) The political subdivision, within 30 days after the date of the public hearing, shall approve or disapprove the land use assumptions and capital improvements plan.

(c) An ordinance, order, or resolution approving the land use assumptions and capital improvements plan may not be adopted as an emergency measure.

Added by Acts 1989, 71st Leg., ch. 1, Sec. 82(a), eff. Aug. 28, 1989.

Amended by Acts 2001, 77th Leg., ch. 345, Sec. 5, eff. Sept. 1, 2001.

Sec. 395.0455. SYSTEMWIDE LAND USE ASSUMPTIONS. (a) In lieu of adopting land use assumptions for each service area, a political subdivision may, except for storm water, drainage, flood control, and roadway facilities, adopt systemwide land use assumptions, which cover all of the area subject to the jurisdiction of the political subdivision for the purpose of imposing impact fees under this chapter.

(b) Prior to adopting systemwide land use assumptions, a political subdivision shall follow the public notice, hearing, and other requirements for adopting land use assumptions.

(c) After adoption of systemwide land use assumptions, a political subdivision is not required to adopt additional land use assumptions for a service area for water supply, treatment, and distribution facilities or wastewater collection and treatment facilities as a prerequisite to the adoption of a capital improvements plan or impact fee, provided the capital improvements plan and impact fee are consistent with the systemwide land use assumptions.

Added by Acts 1989, 71st Leg., ch. 566, Sec. 1(b), eff. Aug. 28, 1989.

Sec. 395.047. HEARING ON IMPACT FEE. On adoption of the land use assumptions and capital improvements plan, the governing body shall adopt an order or resolution setting a public hearing to discuss the imposition of the impact fee. The public hearing must be held by the governing body of the political subdivision to discuss the proposed ordinance, order, or resolution imposing an impact fee.

Added by Acts 1989, 71st Leg., ch. 1, Sec. 82(a), eff. Aug. 28, 1989.

Amended by Acts 2001, 77th Leg., ch. 345, Sec. 5, eff. Sept. 1, 2001.

Sec. 395.049. NOTICE OF HEARING ON IMPACT FEE. (a) Before the 30th day before the date of the hearing on the imposition of an impact fee, the political subdivision shall send a notice of the hearing by certified mail to any person who has given written notice by certified or registered mail to the municipal secretary or other designated official of the political subdivision requesting notice of the hearing within two years preceding the date of adoption of the order or resolution setting the public hearing.

(b) The political subdivision shall publish notice of the hearing before the 30th day before the date set for the hearing, in one or more newspapers of general circulation in each county in which the political subdivision lies. However, a river authority that is authorized elsewhere by state law to charge fees that function as impact fees may publish the required newspaper notice only in each county in which the service area lies.

(c) The notice must contain the following:

(1) a headline to read as follows:

"NOTICE OF PUBLIC HEARING ON ADOPTION OF IMPACT FEES"

(2) the time, date, and location of the hearing;

(3) a statement that the purpose of the hearing is to consider the adoption of an impact fee;

(4) the amount of the proposed impact fee per service unit; and

(5) a statement that any member of the public has the right to appear at the hearing and present evidence for or against the plan and proposed fee.

Added by Acts 1989, 71st Leg., ch. 1, Sec. 82(a), eff. Aug. 28, 1989.

Amended by Acts 2001, 77th Leg., ch. 345, Sec. 5, eff. Sept. 1, 2001.

Sec. 395.050. ADVISORY COMMITTEE COMMENTS ON IMPACT FEES. The advisory committee created under Section 395.058 shall file its written comments on the proposed impact fees before the fifth business day before the date of the public hearing on the imposition of the fees.

Added by Acts 1989, 71st Leg., ch. 1, Sec. 82(a), eff. Aug. 28, 1989.

Amended by Acts 2001, 77th Leg., ch. 345, Sec. 5, eff. Sept. 1, 2001.

Sec. 395.051. APPROVAL OF IMPACT FEE REQUIRED. (a) The political subdivision, within 30 days after the date of the public hearing on the imposition of an impact fee, shall approve or disapprove the imposition of an impact fee.

(b) An ordinance, order, or resolution approving the imposition of an impact fee may not be adopted as an emergency measure.

Added by Acts 1989, 71st Leg., ch. 1, Sec. 82(a), eff. Aug. 28, 1989.

Amended by Acts 2001, 77th Leg., ch. 345, Sec. 5, eff. Sept. 1, 2001.

Sec. 395.052. PERIODIC UPDATE OF LAND USE ASSUMPTIONS AND CAPITAL IMPROVEMENTS PLAN REQUIRED. (a) A political subdivision imposing an impact fee shall update the land use assumptions and capital improvements plan at least every five years. The initial five-year period begins on the day the capital improvements plan is adopted.

(b) The political subdivision shall review and evaluate its current land use assumptions and shall cause an update of the capital improvements plan to be prepared in accordance with Subchapter B.

Added by Acts 1989, 71st Leg., ch. 1, Sec. 82(a), eff. Aug. 28, 1989.

Amended by Acts 2001, 77th Leg., ch. 345, Sec. 6, eff. Sept. 1, 2001.

Sec. 395.053. HEARING ON UPDATED LAND USE ASSUMPTIONS AND CAPITAL IMPROVEMENTS PLAN. The governing body of the political subdivision shall, within 60 days after the date it receives the update of the land use assumptions and the capital improvements plan, adopt an order setting a public hearing to discuss and review the update and shall determine whether to amend the plan.

Added by Acts 1989, 71st Leg., ch. 1, Sec. 82(a), eff. Aug. 28, 1989.

Sec. 395.054. HEARING ON AMENDMENTS TO LAND USE ASSUMPTIONS, CAPITAL IMPROVEMENTS PLAN, OR IMPACT FEE. A public hearing must be held by the governing body of the political subdivision to discuss the proposed ordinance, order, or resolution amending land use assumptions, the capital improvements plan, or the impact fee. On or before the date of the first publication of the notice of the hearing on the amendments, the land use assumptions and the capital improvements plan, including the amount of any proposed amended impact fee per service unit, shall be made available to the public.

Added by Acts 1989, 71st Leg., ch. 1, Sec. 82(a), eff. Aug. 28, 1989.

Sec. 395.055. NOTICE OF HEARING ON AMENDMENTS TO LAND USE ASSUMPTIONS, CAPITAL IMPROVEMENTS PLAN, OR IMPACT FEE. (a) The notice and hearing procedures prescribed by Sections 395.044(a) and (b) apply to a hearing on the amendment of land use assumptions, a capital improvements plan, or an impact fee.

(b) The notice of a hearing under this section must contain the following:

(1) a headline to read as follows:

"NOTICE OF PUBLIC HEARING ON AMENDMENT OF IMPACT FEES"

(2) the time, date, and location of the hearing;

(3) a statement that the purpose of the hearing is to consider the amendment of land use assumptions and a capital improvements plan and the imposition of an impact fee; and

(4) a statement that any member of the public has the right to appear at the hearing and present evidence for or against the update.

Added by Acts 1989, 71st Leg., ch. 1, Sec. 82(a), eff. Aug. 28, 1989.

Amended by Acts 2001, 77th Leg., ch. 345, Sec. 7, eff. Sept. 1, 2001.

Sec. 395.056. ADVISORY COMMITTEE COMMENTS ON AMENDMENTS. The advisory committee created under Section 395.058 shall file its written comments on the proposed amendments to the land use assumptions, capital improvements plan, and impact fee before the fifth business day before the date of the public hearing on the amendments.

Added by Acts 1989, 71st Leg., ch. 1, Sec. 82(a), eff. Aug. 28, 1989.

Sec. 395.057. APPROVAL OF AMENDMENTS REQUIRED. (a) The political subdivision, within 30 days after the date of the public hearing on the amendments, shall approve or disapprove the amendments of the land use assumptions and the capital improvements plan and modification of an impact fee.

(b) An ordinance, order, or resolution approving the amendments to the land use assumptions, the capital improvements plan, and imposition of an impact fee may not be adopted as an emergency measure.

Added by Acts 1989, 71st Leg., ch. 1, Sec. 82(a), eff. Aug. 28, 1989.

Sec. 395.0575. DETERMINATION THAT NO UPDATE OF LAND USE ASSUMPTIONS, CAPITAL IMPROVEMENTS PLAN OR IMPACT FEES IS NEEDED. (a) If, at the time an update under Section 395.052 is required, the governing body determines that no change to the land use assumptions, capital improvements plan, or impact fee is needed, it may, as an alternative to the updating requirements of Sections 395.052-395.057, do the following:

(1) The governing body of the political subdivision shall, upon determining that an update is unnecessary and 60 days before publishing the final notice under this section, send notice of its determination not to update the land use assumptions, capital improvements plan, and impact fee

by certified mail to any person who has, within two years preceding the date that the final notice of this matter is to be published, give written notice by certified or registered mail to the municipal secretary or other designated official of the political subdivision requesting notice of hearings related to impact fees. The notice must contain the information in Subsections (b)(2)-(5).

(2) The political subdivision shall publish notice of its determination once a week for three consecutive weeks in one or more newspapers with general circulation in each county in which the political subdivision lies. However, a river authority that is authorized elsewhere by state law to charge fees that function as impact fees may publish the required newspaper notice only in each county in which the service area lies. The notice of public hearing may not be in the part of the paper in which legal notices and classified ads appear and may not be smaller than one-quarter page of a standard-size or tabloid-size newspaper, and the headline on the notice must be in 18-point or larger type.

(b) The notice must contain the following:

(1) a headline to read as follows:

"NOTICE OF DETERMINATION NOT TO UPDATE

LAND USE ASSUMPTIONS, CAPITAL IMPROVEMENTS

PLAN, OR IMPACT FEES";

(2) a statement that the governing body of the political subdivision has determined that no change to the land use assumptions, capital improvements plan, or impact fee is necessary;

(3) an easily understandable description and a map of the service area in which the updating has been determined to be unnecessary;

(4) a statement that if, within a specified date, which date shall be at least 60 days after publication of the first notice, a person makes a written request to the designated official of the political subdivision requesting that the land use assumptions, capital improvements plan, or impact fee be updated, the governing body must comply with the request by following the requirements of Sections 395.052-395.057; and

(5) a statement identifying the name and mailing address of the official of the political subdivision to whom a request for an update should be sent.

(c) The advisory committee shall file its written comments on the need for updating the land use assumptions, capital improvements plans, and

impact fee before the fifth business day before the earliest notice of the government's decision that no update is necessary is mailed or published.

(d) If, by the date specified in Subsection (b)(4), a person requests in writing that the land use assumptions, capital improvements plan, or impact fee be updated, the governing body shall cause an update of the land use assumptions and capital improvements plan to be prepared in accordance with Sections 395.052-395.057.

(e) An ordinance, order, or resolution determining the need for updating land use assumptions, a capital improvements plan, or an impact fee may not be adopted as an emergency measure.

Added by Acts 1989, 71st Leg., ch. 566, Sec. 1(d), eff. Aug. 28, 1989.

Sec. 395.058. ADVISORY COMMITTEE. (a) On or before the date on which the order, ordinance, or resolution is adopted under Section 395.042, the political subdivision shall appoint a capital improvements advisory committee.

(b) The advisory committee is composed of not less than five members who shall be appointed by a majority vote of the governing body of the political subdivision. Not less than 40 percent of the membership of the advisory committee must be representatives of the real estate, development, or building industries who are not employees or officials of a political subdivision or governmental entity. If the political subdivision has a planning and zoning commission, the commission may act as the advisory committee if the commission includes at least one representative of the real estate, development, or building industry who is not an employee or official of a political subdivision or governmental entity. If no such representative is a member of the planning and zoning commission, the commission may still act as the advisory committee if at least one such representative is appointed by the political subdivision as an ad hoc voting member of the planning and zoning commission when it acts as the advisory committee. If the impact fee is to be applied in the extraterritorial jurisdiction of the political subdivision, the membership must include a representative from that area.

(c) The advisory committee serves in an advisory capacity and is established to:

(1) advise and assist the political subdivision in adopting land use assumptions;

(2) review the capital improvements plan and file written comments;

(3) monitor and evaluate implementation of the capital improvements plan;

(4) file semiannual reports with respect to the progress of the capital improvements plan and report to the political subdivision any perceived inequities in implementing the plan or imposing the impact fee; and

(5) advise the political subdivision of the need to update or revise the land use assumptions, capital improvements plan, and impact fee.

(d) The political subdivision shall make available to the advisory committee any professional reports with respect to developing and implementing the capital improvements plan.

(e) The governing body of the political subdivision shall adopt procedural rules for the advisory committee to follow in carrying out its duties.

Added by Acts 1989, 71st Leg., ch. 1, Sec. 82(a), eff. Aug. 28, 1989.

SUBCHAPTER D. OTHER PROVISIONS

Sec. 395.071. DUTIES TO BE PERFORMED WITHIN TIME LIMITS. If the governing body of the political subdivision does not perform a duty imposed under this chapter within the prescribed period, a person who has paid an impact fee or an owner of land on which an impact fee has been paid has the right to present a written request to the governing body of the political subdivision stating the nature of the unperformed duty and requesting that it be performed within 60 days after the date of the request. If the governing body of the political subdivision finds that the duty is required under this chapter and is late in being performed, it shall cause the duty to commence within 60 days after the date of the request and continue until completion.

Added by Acts 1989, 71st Leg., ch. 1, Sec. 82(a), eff. Aug. 28, 1989.

Sec. 395.072. RECORDS OF HEARINGS. A record must be made of any public hearing provided for by this chapter. The record shall be maintained and be made available for public inspection by the political subdivision for at least 10 years after the date of the hearing.

Added by Acts 1989, 71st Leg., ch. 1, Sec. 82(a), eff. Aug. 28, 1989.

Sec. 395.073. CUMULATIVE EFFECT OF STATE AND LOCAL RESTRICTIONS. Any state or local restrictions that apply to the imposition of an impact fee in a political subdivision where an impact fee is proposed are cumulative with the restrictions in this chapter.

Added by Acts 1989, 71st Leg., ch. 1, Sec. 82(a), eff. Aug. 28, 1989.

Sec. 395.074. PRIOR IMPACT FEES REPLACED BY FEES UNDER THIS CHAPTER. An impact fee that is in place on June 20, 1987, must be replaced by an impact fee made under this chapter on or before June 20, 1990. However, any political subdivision having an impact fee that has not been replaced under this chapter on or before June 20, 1988, is liable to any party who, after June 20, 1988, pays an impact fee that exceeds the maximum permitted under Subchapter B by more than 10 percent for an amount equal to two times the difference between the maximum impact fee allowed and the actual impact fee imposed, plus reasonable attorney's fees and court costs.

Added by Acts 1989, 71st Leg., ch. 1, Sec. 82(a), eff. Aug. 28, 1989.

Sec. 395.075. NO EFFECT ON TAXES OR OTHER CHARGES. This chapter does not prohibit, affect, or regulate any tax, fee, charge, or assessment specifically authorized by state law.

Added by Acts 1989, 71st Leg., ch. 1, Sec. 82(a), eff. Aug. 28, 1989.

Sec. 395.076. MORATORIUM ON DEVELOPMENT PROHIBITED. A moratorium may not be placed on new development for the purpose of awaiting the completion of all or any part of the process necessary to develop, adopt, or update land use assumptions, a capital improvements plan, or an impact fee.

Added by Acts 1989, 71st Leg., ch. 1, Sec. 82(a), eff. Aug. 28, 1989.

Amended by Acts 2001, 77th Leg., ch. 441, Sec. 2, eff. Sept. 1, 2001.

Sec. 395.077. APPEALS. (a) A person who has exhausted all administrative remedies within the political subdivision and who is aggrieved by a final decision is entitled to trial de novo under this chapter.

(b) A suit to contest an impact fee must be filed within 90 days after the date of adoption of the ordinance, order, or resolution establishing the impact fee.

(c) Except for roadway facilities, a person who has paid an impact fee or an owner of property on which an impact fee has been paid is entitled to specific performance of the services by the political subdivision for which the fee was paid.

(d) This section does not require construction of a specific facility to provide the services.

(e) Any suit must be filed in the county in which the major part of the land area of the political subdivision is located. A successful litigant shall be entitled to recover reasonable attorney's fees and court costs.

Added by Acts 1989, 71st Leg., ch. 1, Sec. 82(a), eff. Aug. 28, 1989.

Sec. 395.078. SUBSTANTIAL COMPLIANCE WITH NOTICE REQUIREMENTS. An impact fee may not be held invalid because the public notice requirements were not complied with if compliance was substantial and in good faith.

Added by Acts 1989, 71st Leg., ch. 1, Sec. 82(a), eff. Aug. 28, 1989.

Sec. 395.079. IMPACT FEE FOR STORM WATER, DRAINAGE, AND FLOOD CONTROL IN POPULOUS COUNTY. (a) Any county that has a population of 3.3 million or more or that borders a county with a population of 3.3 million or more, and any district or authority created under Article XVI, Section 59, of the Texas Constitution within any such county that is authorized to provide storm water, drainage, and flood control facilities, is authorized to impose impact fees to provide storm water, drainage, and flood control improvements necessary to accommodate new development.

(b) The imposition of impact fees authorized by Subsection (a) is exempt from the requirements of Sections 395.025, 395.052-395.057, and 395.074 unless the political subdivision proposes to increase the impact fee.

(c) Any political subdivision described by Subsection (a) is authorized to pledge or otherwise contractually obligate all or part of the impact fees to the payment of principal and interest on bonds, notes, or other obligations issued or incurred by or on behalf of the political subdivision and to the payment of any other contractual obligations.

(d) An impact fee adopted by a political subdivision under Subsection (a) may not be reduced if:

(1) the political subdivision has pledged or otherwise contractually obligated all or part of the impact fees to the payment of

principal and interest on bonds, notes, or other obligations issued by or on behalf of the political subdivision; and

(2) the political subdivision agrees in the pledge or contract not to reduce the impact fees during the term of the bonds, notes, or other contractual obligations.

Added by Acts 1989, 71st Leg., ch. 1, Sec. 82(a), eff. Aug. 28, 1989.

Amended by Acts 2001, 77th Leg., ch. 669, Sec. 107, eff. Sept. 1, 2001.

Sec. 395.080. CHAPTER NOT APPLICABLE TO CERTAIN WATER-RELATED SPECIAL DISTRICTS. (a) This chapter does not apply to impact fees, charges, fees, assessments, or contributions:

(1) paid by or charged to a district created under Article XVI, Section 59, of the Texas Constitution to another district created under that constitutional provision if both districts are required by law to obtain approval of their bonds by the Texas Natural Resource Conservation Commission; or

(2) charged by an entity if the impact fees, charges, fees, assessments, or contributions are approved by the Texas Natural Resource Conservation Commission.

(b) Any district created under Article XVI, Section 59, or Article III, Section 52, of the Texas Constitution may petition the Texas Natural Resource Conservation Commission for approval of any proposed impact fees, charges, fees, assessments, or contributions. The commission shall adopt rules for reviewing the petition and may charge the petitioner fees adequate to cover the cost of processing and considering the petition. The rules shall require notice substantially the same as that required by this chapter for the adoption of impact fees and shall afford opportunity for all affected parties to participate.

Added by Acts 1989, 71st Leg., ch. 1, Sec. 82(a), eff. Aug. 28, 1989.

Amended by Acts 1995, 74th Leg., ch. 76, Sec. 11.257, eff. Sept. 1, 1995.

Sec. 395.081. FEES FOR ADJOINING LANDOWNERS IN CERTAIN MUNICIPALITIES. (a) This section applies only to a municipality with a population of 115,000 or less that constitutes more than three-fourths of the population of the county in which the majority of the area of the municipality is located.

(b) A municipality that has not adopted an impact fee under this chapter that is constructing a capital improvement, including sewer or waterline or drainage or roadway facilities, from the municipality to a

development located within or outside the municipality's boundaries, in its discretion, may allow a landowner whose land adjoins the capital improvement or is within a specified distance from the capital improvement, as determined by the governing body of the municipality, to connect to the capital improvement if:

(1) the governing body of the municipality has adopted a finding under Subsection (c); and

(2) the landowner agrees to pay a proportional share of the cost of the capital improvement as determined by the governing body of the municipality and agreed to by the landowner.

(c) Before a municipality may allow a landowner to connect to a capital improvement under Subsection (b), the municipality shall adopt a finding that the municipality will benefit from allowing the landowner to connect to the capital improvement. The finding shall describe the benefit to be received by the municipality.

(d) A determination of the governing body of a municipality, or its officers or employees, under this section is a discretionary function of the municipality and the municipality and its officers or employees are not liable for a determination made under this section.

Added by Acts 1997, 75th Leg., ch. 1150, Sec. 1, eff. June 19, 1997.

Amended by:

Acts 2011, 82nd Leg., R.S., Ch. 1043 (H.B. 3111), Sec. 5, eff. June 17, 2011.

Acts 2011, 82nd Leg., R.S., Ch. 1163 (H.B. 2702), Sec. 100, eff. September 1, 2011.



City Council Meeting Management Report

Meeting Date: May 15, 2023

Contact: Justin French, Community Development Director

AGENDA ITEM:

Public hearing, consideration and action approving Ordinance 2023-0011 of the City of Alvarado, Texas, annexing by voluntary petition approximately 21.679 acres, being a portion of a tract in the John M. Ross Survey, Abstract 737, generally located south of CR 508 and east of N. Cummings Drive, into the corporate limits of the City of Alvarado, Texas.

BACKGROUND & FINDINGS:

On February 21, 2022, the Alvarado City Council approved Ordinance No. 2022-002 that annexed 120.04 acres at the request of Agave Trail Development LLC. The Alvarado ISD petitioned for the voluntary annexation of the subject 21.679 acres that has been conveyed to Agave Trail Development LLC, who has provided consent to the annexation. The subject site is intended to be rezoned and developed with single-family residences as part of a revised Agave Trail Addition development.

FINANCIAL IMPACT:

None.

RECOMMENDATION:

Staff recommends City Council approve Ordinance 2023-0011.

MANAGEMENT REVIEW:

Paul DeBuff, City Manager

ATTACHMENTS:

Letter Consenting to Annexation

Location Map

Draft Ordinance 2023-0011

From: [John Heilman](#)
To: [Justin French](#); "[Chauhan, Zachary](#)"
Subject: RE: Agave Tract B Annexation
Date: Monday, May 8, 2023 11:09:19 AM
Attachments: [image001.png](#)
[image002.png](#)
[image003.png](#)

*****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.

We did close on the property. I have the zoning application signed and will be sending it back today for the rezoning request.

We do acknowledge the petition for annexation and the annexation ordinance. Do you need this to be on our letter head or will this email suffice.

Thank you,
John R. Heilman
Managing Partner
Agave Trail Development, LLC

(817) 897-7737

400 S. Oak St. #1413
Roanoke, TX 76262

Sent: Monday, May 8, 2023 10:36 AM
To: '[Chauhan, Zachary](#)'; [John Heilman](#)
Subject: RE: Agave Tract B Annexation

Hello,

What is the status of Agave Trail Development LLC closing on the purchase of this property? If the sell has gone through, what is the status of providing me the letter indicating that Agave Trail Development LLC acknowledges the petition for annexation and the annexation ordinance?

Thank you,



Justin French, AICP
Community Development Director

Telephone: 817-790-3351

Mobile: 817-240-9585

Email: frenchj@cityofalvarado.org

104 W. College Ave | Alvarado, TX 76009



ORDINANCE NO. 2023-0011

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ALVARADO, TEXAS APPROVING A PETITION FOR THE VOLUNTARY ANNEXATION OF APPROXIMATELY 21.679 ACRES OF LAND LOCATED WITHIN THE JOHN M. ROSS SURVEY, ABSTRACT NO. 737; BEING ALL OF A CALLED TRACT OF LAND DESCRIBED IN THE DEED ALVARADO I.S.D., AS RECORDED IN VOLUME 2691, PAGE 258 OF THE DEED RECORDS OF JOHNSON COUNTY, TEXAS; AS REQUESTED BY ALVARADO I.S.D. AND CONSENTED BY PURCHASER AGAVE TRAIL DEVELOPMENT LLC; PROVIDING FOR THE ANNEXATION INTO THE CITY OF ALVARADO SAID PROPERTY FOR ALL MUNICIPAL PURPOSES; EXTENDING THE BOUNDARY LIMITS OF THE CITY TO INCLUDE THE DESCRIBED PROPERTY IN THE CITY LIMITS; AND GRANTING TO ALL THE INHABITANTS OF SAID PROPERTY ALL THE RIGHTS AND PRIVILEGES OF OTHER CITIZENS AND BINDING SAID INHABITANTS BY ALL OF THE ACTS, ORDINANCES, RESOLUTIONS, AND REGULATIONS OF THE CITY; PROVIDING FOR AMENDMENT TO THE OFFICIAL MAP; DIRECTING THE CITY SECRETARY TO FILE COPY WITH COUNTY CLERK AND APPRAISAL DISTRICT; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Alvarado, Texas is a Home-Rule municipality located in Johnson County, created in accordance with the provisions of Chapter 9 of the Local Government Code and operating pursuant to the provisions of, and subject only to the limitations imposed by the State Constitution, State Laws, and the City Charter; and

WHEREAS, the Texas Local Government Code and the laws of the State authorize the annexation of territory by the City, subject to the requirements therein and the laws of this State; and

WHEREAS, the then property owner, Alvarado Independent School District, submitted a petition for voluntary annexation of approximately 21.679 acres of land in accordance with Section 43.0671 of the Texas Local Government Code that has been acknowledged and accepted by the current property owner Agave Trail Development LLC; and

WHEREAS, after proper notice was provided in accordance with Chapter 43 of the Texas Local Government Code, a public hearing on the proposed annexation was held before the Alvarado City Council at their regular meeting on May 15, 2023 after due notice in the manner provided by law; and

WHEREAS, all of the property described herein is contiguous to and within the exclusive extraterritorial jurisdiction of the City of Alvarado; and

WHEREAS, a Service Agreement has been negotiated and approved and is attached to this Ordinance;

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

SECTION 1. ANNEXATION

That all portions of the following parcel (the "Territory") located in Johnson County, Texas, being comprised of approximately 21.679 acres of territory described as a portion of abstract 737, out of the John M. Ross Survey, Johnson County, Texas, is hereby annexed to the City of Alvarado as a part of the city for all municipal purposes, and the city limits are extended to include such Territory, being more particularly described on Exhibit "A" attached to and incorporated in this Ordinance for all purposes.

SECTION 2. RIGHTS AND DUTIES OF OWNERS AND INHABITANTS IN NEWLY ANNEXED AREA

The owners and inhabitants of the Territory are entitled to all of the rights and privileges of all other citizens and property owners of the City of Alvarado, and are bound by all acts, ordinances, and all other legal action now in full force and effect and all those which may be subsequently adopted.

SECTION 3. OFFICIAL MAP

The official map and boundaries of the City, previously adopted, are amended to include the Territory as a part of the City of Alvarado, Texas. The City Secretary is directed and authorized to perform or cause to be performed all acts necessary to correct the official map of the City to add the territory annexed as required by law.

SECTION 4. FILING CERTIFIED COPY

The City Secretary is directed to file or cause to be filed a certified copy of this ordinance in the office of the county clerk of Johnson County, Texas and with the Johnson County Appraisal District. The City Secretary is authorized to file all other notices of this ordinance as required under any law of the State.

SECTION 5. SERVICE PLAN

The Service Plan prepared in accordance with applicable provisions of state law pertaining to annexation, was previously executed on August 15, 2022 and is incorporated herein for all intent and purposes.

SECTION 6. CUMULATIVE CLAUSE

This ordinance shall be cumulative of all provisions of ordinances of the City of Alvarado, Texas, except where the provisions of this ordinance are in direct conflict with the provisions of such ordinances, in which event the conflicting provisions of such ordinances are hereby repealed.

SECTION 7. SEVERABILITY CLAUSE

Should any section or part of this ordinance be held unconstitutional, illegal or invalid, or the application thereof, the unconstitutionality, illegality, invalidity or ineffectiveness of such section or part shall in no way affect, impair or invalidate the remaining portion or portions thereof, but as to such remaining portions, the same shall be and remain in full force and effect.

SECTION 8. AREAS EXCEPTED FROM ANNEXATION

Should this ordinance for any reason be ineffective as to any part of the area hereby annexed to the City of Alvarado, such ineffectiveness of this ordinance as to any such part or parts of any such area shall not affect the effectiveness of this ordinance as to the remainder of such area. The City Council hereby declares it to be its purpose to annex to the City of Alvarado every part of the area described in Section 1 of this ordinance, regardless of whether any part of such described area is hereby not effectively annexed to the City. Provided, further, that if there is included within the general description of territory set out in Section 1 of this ordinance to be hereby annexed to the City of Alvarado any lands or area which are presently part of and included within the limits of any other City, Town or Village, or which are not within the City of Alvarado's jurisdiction to annex, the same is hereby excluded and excepted from the territory to be annexed hereby as fully as if such excluded and excepted area were expressly described herein.

SECTION 9. EFFECTIVE CLAUSE

This ordinance shall be in full force and effect from and after its passage,

AND IT IS SO ORDAINED.

PASSED by a vote of _____ to _____ this 15th day of May, 2023.

CITY OF ALVARADO

By: _____
Jacob Wheat, Mayor

ATTEST:

Beth A. Walls, City Secretary



City Council Meeting Management Report

Meeting Date: May 15, 2023

Contact: Justin French, Community Development Director

AGENDA ITEM:

Consideration and action to approve the application of Heath Voyles with Westfall Engineering on behalf of Shaw Development Group, LLC for approval of the Parkview at Alvarado Apartments Addition preliminary plat on 29.021 acres known as Tract 161 in the I. Glaze Survey, A-313, Tract 29A in the J. Dixon Survey, A-214, and Tract 1A in the J. M. Ross Survey, A-737, approximately addressed at 600 N. Parkway Drive.

BACKGROUND & FINDINGS:

The preliminary plat application was submitted and deemed administratively complete on April 17, 2023. Per Section 34-34.c of the Alvarado subdivision ordinance, the City Council shall:

- (1) Act within 30 days after the filing of preliminary plat,
- (2) Submit one of the following recommendations to the City Council.
 - a. Approve.
 - b. Approve with conditions.
 - c. Disapprove.

The Future Lane Use (FLU) map within the Alvarado Comprehensive Plan designates the north portion of the subject site for Local Business with Medium Density Residential behind. The west side of the subject site is primarily Floodplain and a smaller portion designated Interstate Business with frontage to N. Parkway Drive (aka Business IH 35W). On April 4, 2022, City Council approved a rezoning of the site to the Planned Development District, and the rezoning in effect amended the Medium Density Residential on the Future Land Use map to High Density Residential. Staff finds the preliminary plat to comply with the minimum standards of the Alvarado subdivision ordinance and all other ordinances with the exceptions being stated in the attached recommended disapproval letter.

FINANCIAL IMPACT:

None.

RECOMMENDATION:

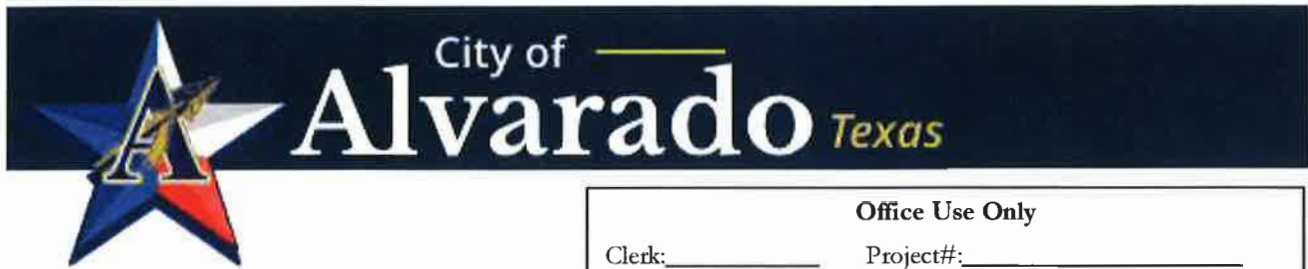
On May 9, 2023, the Planning and Zoning Commission's motion to recommend to Council disapproval due to the reasons listed in the disapproval letter attached passed by a vote of 3-0. As of the passage of HB 3167 in 2019, state statutes outline specific procedures for plat review. One of which is that plat applications that are disapproved are not immediately dead but rather the applicant may submit to the City a written response that remedies each reason for disapproval provided, and the City may not establish a deadline for an applicant to submit the response.

MANAGEMENT REVIEW:

Paul DeBuff, City Manager

ATTACHMENTS:

Application
Location Map
Draft Recommended Disapproval Letter
Preliminary Plat



PLAT APPLICATION

Office Use Only	
Clerk: _____	Project#: _____
Fee: \$ _____	
Date Pd: _____	Check# or Cash: _____
Receipt#: _____	Received by: _____

Please submit all plat documents and ensure they are in compliance with the City of Alvarado Subdivision Ordinance.

Type of Plat

☒ Preliminary Plat ☐ Final Plat ☐ Plat Revision ☐ Administrative Plat

Title of Plat Parkview at Alvarado Apartments

Total Lots 6 Total Acres 29.021 Current Zoning PD

Subdivision Name Parkview at Alvarado Apartments Lots 6 Block(s) 1

Survey Name(s) Ira Glaze Abstract No.(s) 313 Tract(s) _____

Address/Location Generally located at the SEC of HWY 67 and Parkway Dr.

Applicant

Company or Name Westfall Engineering

Contact Name Heath Voyles, PE

Address 1719 Angel Pkwy, Ste 400-206 City Allen State TX Zip 75002

Telephone 817-657-4759 Email HEATH@WESTFALLENGINEERING.COM

Owner (If Different)

Company or Name Shaw Development Group, LLC

Contact Name Massey Shaw

Address 6255 Woodland Dr City Dallas State TX Zip 75225

Telephone _____ Email _____

I further understand that this request will be placed on the appropriate Planning & Zoning Commission and City Council agendas and must meet requirements of the Subdivision Regulations. All plats must be accepted in writing. A plat is not considered filed until accepted by the City Council.



Signature of Applicant, Owner, or Authorized Agent

4/5/23

Date

Planning Official

Fee: \$

Date of P&Z Meeting

Date of Council Meeting

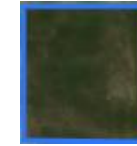
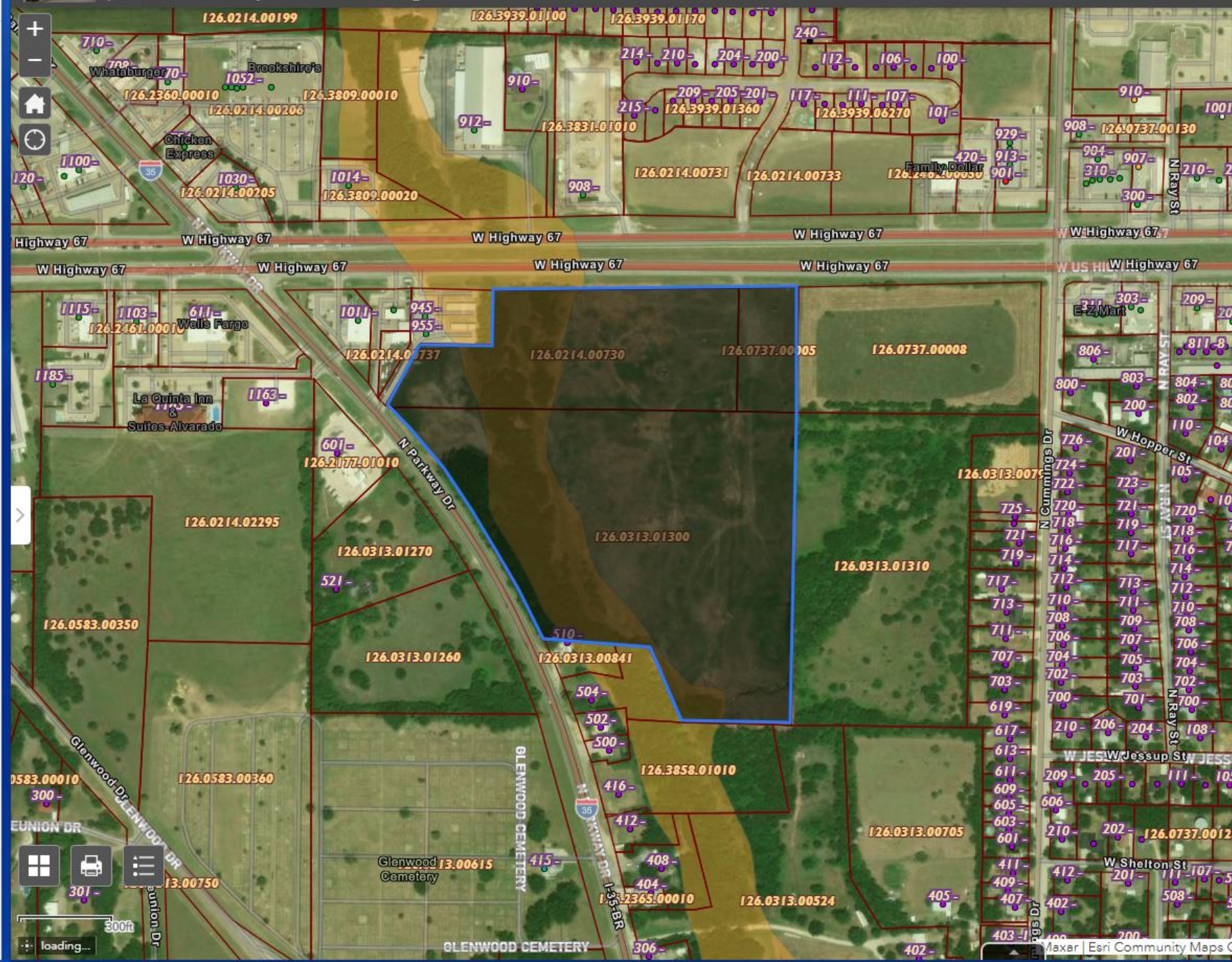
Signature of Planning Official

****FOR OFFICE USE ONLY****

Received By

Date Received

Date Approved



= Subject Site



= Approximate
Location of 100-yr
Floodplain



City of Alvarado
104 W. College Alvarado, TX 76009
817-790-3351 ♦ Fax 817-783-7925 ♦ www.cityofalvarado.org

May 9, 2023

Westfall Engineering
Attn: Heath Voyles, PE
1719 Angel Pkwy, Ste 400-206
Allen, TX 75002
817.657.4759
heath@westfallengineering.com

Re: Parkview at Alvarado Apartments Addition Preliminary Plat

Dear Mr. Voyles,

This letter is to inform you that on May 9, 2023, the Alvarado Planning and Zoning Commission recommended disapproval of the preliminary plat for the Parkview at Alvarado Apartments Addition due to the following reasons in red and blue. Informational comments not requiring action on the preliminary plat are noted below. Other comments are recommended conditions.

GENERAL COMMENTS

1. Informational comment - Per Sec. 34-36(a) of the Alvarado subdivision ordinance, the final plat must conform to the preliminary plat conditions of approval and incorporate all changes, directions, and additions imposed by the City.
2. Per Sec. 34-170 of the Alvarado subdivision ordinance (a) the size of easements where alleys are not provided must not be less than ten feet on each side of rear lot lines. Easements alongside lot lines must be not less than ten feet in width. However, while deemed necessary by the Planning and Zoning Commission and/or the City Council, such easements may be required to be 20 feet in width, (b) where necessary, easements must be retained for poles, wires, conduits, storm sewers, sanitary sewers, water lines, open drains, gas lines or other utilities. Such easements may be required across parts of lots (including side lines) other than as described above if the City Council determines that same is needed. Any easements so established shall be maintained by the property owner. [On the revised preliminary plat, show a 20-foot utility easement along the plat's frontage to N. Parkway Drive.](#)
3. Informational comment - Per Sec. 34-175(a) of the Alvarado subdivision ordinance, the City must be given opportunity to inspect all phases of the construction of improvements for subdivisions. The subdivider, or his contractor, shall maintain daily contact with the city engineer, or his representative, during construction of improvements, (b) No sanitary sewer, water, or storm sewer pipe shall be covered without approval of the city engineer or his representative. No concrete shall be poured for streets, structures, or curbs and gutters without said approval. No flexible base material shall be placed on the street subgrade, or asphaltic

surface applied to the flexible base of a street without said approval. For example, a tennis court may not be constructed within a sanitary sewer easement where the City must repair the tennis court after excavating to make repair to the sanitary sewer main.

4. On the revised preliminary plat, the easements and legend referencing F.A.U.D.E. and F.A.D.U.E shall be corrected throughout the plat and F.L. must be added to the legend unless changed to an acronym already in legend.
5. On the revised preliminary plat, the City approval block shall be removed from the preliminary plat.
6. On the revised preliminary plat show the apartment building addresses for easier referencing through the project's review and once ready for addressing contact Johnson County.
7. On the revised preliminary plat, clarify or remove the dashed lines along Hwy 67 near and between Lot 1, Block 1 of L&T Thompson Addition and proposed Lot 2, Block A.
8. On the revised preliminary plat, note the purpose of the 30' Easement dedicated by instrument no. 20130018574 along the southern property line.
9. Informational comment – location of pedestrian gates shall be clarified in the development plan.
10. Lots 5 and 6 must be included in the final plat submittal for Lot 1.
11. Access to N. Parkway Drive must be constructed and pass City inspection prior to any building permits for vertical construction in Phase 2.
12. Informational comment – The engineering review by Birkhoff, Hendricks & Carter, LLP is for general compliance with the City of Alvarado's development requirements and good engineering practice, and does not relieve the design engineer/surveyor of record of their responsibilities under the Texas Engineering Practice Act.

FIRE & WATER COMMENTS

13. Informational comment – Per Sec. 34-66(14) of the Alvarado subdivision ordinance, the developer must install fire hydrants, water valves within and adjacent to the subdivision, or shall provide cash deposit or other guarantee acceptable to the City for the payment of the cost of such installations prior to the final approval by the City Council.
14. Per Sec. 34-165(a) of the Alvarado subdivision ordinance, subdivisions within the city must provide an approved water supply and distribution system. An adequate water supply and distribution system, consistent with the master plan for water, must be a condition of plat approval. Subdivider must install all water and sanitary sewer facilities needed to serve the development and must extend all water and sanitary sewer mains and appurtenances necessary to connect the development with the City's water supply and distribution system. The location of all water and sanitary sewer lines and appurtenances thereto necessary to serve platted land shall be in accordance with the City's master plan for water. **Clarify how proposed Lots 4,5 & 6, Block A will have adequate access to water services. Record maps show a 12" water main at the southern corner of the Alvarado Pharmacy site (Lot 1, Block 1 of the McAnally Estates Addition). A 10' U.E. was dedicated along this lot's frontage to N. Parkway Drive. Consider boring a 12" main across and down the east side of N. Parkway Drive for services in front of proposed Lots 4, 5, & 6, Block A. The minimum water main size is 8", so the oversizing of this water main can be addressed in a development agreement.**
15. Informational comment – Per Sec. 34-165(h) of the Alvarado subdivision ordinance, construction of all water and sanitary sewer facilities required by these regulations must be in accordance with the requirements and specifications contained in the design standards for the City, the regulations of the state natural resource conservation commission, state water commission, state department of insurance, and the currently adopted International Fire Code,

which are incorporated herein by reference and made a part hereof. The specifications for materials and workmanship must conform to the Standard Specifications for Public Works Construction, published by the North Central Texas Council of Governments.

16. Informational comment - Adequate water supply is available for the multi-family development proposed on Lot 1, Block A. Adequate water supply for all other proposed lots are to be determined at time of final plat.
17. Only one water main is shown on the preliminary plat. The developer must provide a water main for fire suppression only. Two separate water mains are required (a domestic main and fire main).
18. Informational comment – Each fire lane turning radius must have a 28-foot inside radius and a 50-foot outside radius on the final plat and plans. (Reference 2021 IFC).
19. Prior to the submittal of the first final plat, a hydraulic water model must be run by the City Engineer to confirm adequate water supply to this development.
20. Informational comment – Per Sec. 34-129 of the Alvarado subdivision ordinance, all subdivisions must provide an approved water system designed and constructed in accordance with the comprehensive plan and standard specifications of the City.
21. A water line is shown on proposed Lot 2, Block A and is not within an easement. Clarify if this water line is existing and to remain, proposed to be abandoned, or proposed. Provide easement as necessary.
22. Water lines are shown between the northern three apartment buildings in Phase 1 that must be clarified and placed within a water easement if a water main.
23. On the subdivision construction plans to be submitted with the final plat for Lot 1, Block A, a water valve must be shown to be installed on the existing 12-inch water main along Hwy 67 between plat connections.

SANITARY SEWER COMMENTS

24. Informational comment – Per Sec. 34-66(14) of the Alvarado subdivision ordinance, the developer must install sanitary sewer mains and laterals within and adjacent to the subdivision, or shall provide cash deposit or other guarantee acceptable to the City for the payment of the cost of such installations prior to the final approval by the City Council.
25. Informational comment – Per Sec. 34-130 of the Alvarado subdivision ordinance, (a) all subdivisions must provide an approved sewage disposal system and shall be connected to the City sanitary sewer system, (b) The developer must furnish and install the complete sewer system, including the mains, manholes, cleanouts, Y-branches, and service laterals for all lots, lift stations, and appurtenances. Within that roughly proportionate to the development, the sewage system must be designed and constructed in accordance with the master plan and standard specifications of the City.
26. Informational comment - Per Sec. 34-165(a) of the Alvarado subdivision ordinance, subdivisions within the city must provide an approved sewage collection and disposal system. An adequate sanitary sewer system, consistent with the master plan for sanitary sewer, must be a condition of plat approval. (b) Subdivider must install all sanitary sewer facilities needed to serve the development and must upsize/improve all sanitary sewer mains and appurtenances necessary to connect the development with the City's sanitary sewer collection system. (f) The location of all sanitary sewer lines and appurtenances thereto necessary to serve the platted land shall be in accordance with the City's master plan for sanitary sewer facilities.
27. Informational comment - Per Sec. 34-165(g) of the Alvarado subdivision ordinance, the City may participate in any oversized lines required to serve land area and improvements beyond the subdivision and the terms of such participation must be approved by City Council. For

example, if it is determined that the development does not warrant upsizing the 12” sanitary sewer main along S. Parkway Drive to an 18” as called for in the City’s Wastewater Master Plan but does warrant an upsizing then the City will consider a development agreement to reimburse the developer for the oversizing the sanitary sewer main so that it is constructed in conformance with the Wastewater Master Plan.

28. Informational comment – Per Sec. 34-165(h) of the Alvarado subdivision ordinance, construction of all sanitary sewer facilities required by these regulations must be in accordance with the requirements and specifications contained in the design standards for the City, the regulations of the state natural resource conservation commission and state water commission, which are incorporated herein by reference and made a part hereof. The specifications for materials and workmanship must conform to the Standard Specifications for Public Works Construction, published by the North Central Texas Council of Governments.
29. A sanitary sewer line is shown on proposed Lot 2, Block A and is not within an easement. Clarify if this sanitary sewer line is existing and to remain, proposed to be abandoned, or proposed. Provide easement as necessary.
30. A sanitary sewer line is shown between the two southern apartment buildings with east/west orientation that must be clarified if private plumbing yard line or a sanitary sewer main to be within a sanitary sewer easement not shown. Another sanitary sewer line is shown similarly on the west side of the middle apartment buildings in Phase 2 that must be clarified.
31. Map records show the 8” sanitary sewer main within the 15’ U.E. in Book 1066, Page 207 on proposed Lots 1 and 5 to continue west and cross N. Parkway Drive. Therefore, this main must be located and a 15’ U.E. or S.S.E. must dedicated on proposed Lots 4 and 5 as necessary.
32. Informational comment - Adequate wastewater capacity will be available for the multi-family development proposed on Lot 1, Block A once the 18” sanitary sewer main called for by wastewater master plan is constructed and the wastewater treatment plant’s capacity is expanded. Adequate wastewater capacity for all other proposed lots are to be determined at time of final plat.
33. Clarify how the undersized 12” sanitary sewer main between W. Patton Street and IH 35W will be upsized for the development’s needs. The City’s Wastewater Masterplan calls for this line to have a minimum 18” pipe size. A development agreement to oversize this wastewater main may be an option if the development does not warrant an 18” sanitary sewer main.
34. The City’s wastewater treatment plant must be in conformance with TCEQ requirements prior to the recording of any final plat of this development.
35. Evaluation of existing 15” sanitary sewer main through the site must be performed after flood study. Rims may need to be adjusted and sealed.

TRANSPORTATION COMMENTS

36. Prior to the submittal of the final plat, a **traffic impact analysis** (TIA) must be submitted and reviewed for this development and include but not be limited to the requirements / needs for turning lanes on N. Parkway Drive (Business Hwy 35) and US Hwy 67. (See Sec. 34-164(t) of the Alvarado Subdivision Ordinance). It’s likely that off-site improvements will be required based on the TIA, such as turn lanes on Hwy 67 and N. Parkway Drive.
37. To increase traffic safety and efficiency, drive approaches on N. Parkway Drive shall be limited and to facilitate this a dedication of a 24-foot-wide **private access easement** along N. Parkway Drive right-of-way (offset at least 18 feet) traversing from the N. Parkway Drive entrance to Lot 1, Block 1 of the L&T Thompson Addition will satisfy this comment. (Reference Sec. 34-176 of the Alvarado subdivision ordinance).

38. It was presented to the City that cross access between proposed Lots 1-3 and the EZ Mart property is provided by showing a fire lane on the plat; however, fire lanes may be gated as is evident on proposed Lot 1. Therefore, on the revised preliminary plat show a **private access easement** provide cross connectivity between at least Lots 1, 3, and the EZ Mart property. Then provide a note on the revised preliminary plat stating who the private access easement serves.
39. Per Sec. 34-66(14) of the Alvarado subdivision ordinance, the developer shall install **traffic signs, street signs, and sidewalks** within and adjacent to the subdivision, or shall provide cash deposit or other guarantee acceptable to the City for the payment of the cost of such installations prior to the final approval by the City Council.

DRAINAGE/STORMWATER COMMENTS

40. Informational comment – Per Sec. 34-66(14) of the Alvarado subdivision ordinance, the developer must install storm drainage within and adjacent to the subdivision, or shall provide cash deposit or other guarantee acceptable to the City for the payment of the cost of such installations prior to the final approval by the City Council.
41. Per Section 34-65(1)e of the Alvarado subdivision ordinance, the preliminary plat must contain **topographical information** with contour lines at one-foot intervals and all elevations must be referred to a geodetic survey.
42. Informational comment - Per Sec. 34-128(a) of the Alvarado subdivision ordinance, an adequate storm sewer system consisting of inlets, pipes, and other underground drainage structures with approved outlets shall be constructed where drainage of stormwater and the prevention of erosion cannot be accomplished satisfactorily by surface drainage facilities.
43. Informational comment – Per Sec. 34-166 of the Alvarado subdivision ordinance, (a) Underground storm drainage facilities shall be provided where the run-off stormwater and the prevention of erosion can(not) be accomplished satisfactorily by surface drainage. All drainage facilities shall be constructed in accordance with the comprehensive plan and city requirements,. (b) The subdivider shall bear all costs of storm sewer and drainage facilities required to serve subdivided property. The City will not accept any storm sewer or drainage facility until inspected and approved by the Public Works Director for compliance with the regulations. **If the City requires larger storm sewer or drainage facilities than are necessary to serve the subdivision in order to provide for future development, the City will consider participation in such oversize contract for the cost of such to be recovered from subdividers of property that will connect to such lines.** (c) An adequate storm sewer system consisting of inlets, pipes, and other underground structures with approved outlets and channels shall be constructed where runoff or stormwater and the prevention of erosion cannot be accommodated satisfactorily by surface drainage facilities. Areas subject to flood conditions will not be considered for development until adequate drainage has been provided. (d) **The criteria for use in designing storm sewers, culverts, bridges, drainage channels, and any other drainage facilities shall conform to the latest Storm Drainage Criteria and Design Manual of the City of Fort Worth. A Corps of Engineers permit shall be obtained by the subdivider for proposed earthen channels and altering existing channels or creeks. Earthen channel side slopes shall be 4:1 or flatter.** (e) Specifications for materials and workmanship. The specifications for materials and workmanship shall conform to the Standard Specifications for Public Works Construction, published by the North Central Texas Council of Governments.

44. Informational comment - Per Sec. 34-170(c) of the Alvarado subdivision ordinance, where a subdivision is traversed by a watercourse, drainageway, channel or street, there must be provided a drainage easement conforming substantially with such course and of such additional width as may be designated by the zoning administrator that will be reasonably adequate for the purpose. The drainage shall be designed to eliminate erosion of adjoining property and to facilitate routine maintenance.
45. Prior to submittal of the final plat, the offsite drainage facilities shown on the property to the east owned by EZ Mart must be located within a drainage easement obtained from EZ Mart and recorded by separate instrument with the Johnson County Clerk's office. Note the instrument number and drainage easement on the final plat submittal.
46. On the final plat submittal for Lot 1, the drainage plan must adequately account for the stormwater conveyance from the EZ Mart property. The City may wish to partner in the oversizing of drainage facilities to prevent onsite detention once the EZ Mart property develops. Lot-to-lot drainage is prohibited.
47. On the final plat submittal, the entire drainage facilities described above must be located within a drainage easement of adequate width.
48. Similarly, on the final plat submittal, the drainage facility shown on proposed Lot 2, Block A crosses Lot 1 discharges on Lot 5 and must be located entirely within a drainage easement of adequate width.
49. Clarify what appears to graphically be three drop inlets on proposed Lot 3, and if they are drop inlets clarify where and by what the stormwater will be conveyed. Additional drainage easement(s) may be required on Lots 1 and 2 to prevent the necessity of onsite detention ponds on Lot 3.

FLOODPLAIN COMMENTS

50. Prior to the submittal of the first final plat, a detailed **flood study** is needed to establish floodway, 1% chance floodplain limits and Base Flood Elevations. (Reference the Flood Hazard Reduction ordinance, Chapter 18 of the Alvarado Code of Ordinances). Per Chapter 245 of the Texas Local Government Code, this project is vested under the Flood Hazard Reduction Ordinance pre-dating the April 17th amendments. The off-site flow from the east must be included in the flood study. Developed conditions must be assumed for the EZ Mart property to the east and for the commercial Lots 2, 3 & 4 when preparing the flood study. The culverts under the access drive from N. Parkway Drive must be sized for developed flow.
51. Informational comment - Per Sec. 34-128(b) of the Alvarado subdivision ordinance, areas subject to flood conditions as established by the federal insurance administrator will not be considered for development until both adequate drainage and elevation of lots, streets, and alleys have been accomplished to meet the requirements of the floodplain map.
52. No structures are allowed in the floodplain without FEMA map amendment.
53. Flood study shall be submitted showing no rise and no adverse impacts to upstream or downstream properties. LOMR will be required prior to acceptance of public improvements.

PARKLAND COMMENTS

54. Informational comment - Per Sec. 34-91 of the Alvarado subdivision ordinance, every developer who subdivides land within the city limits for the establishment of four or more residential units (all single-family, two-family or multi-family zoning included) shall dedicate a portion of land, or pay cash in lieu of land, to provide park and recreational facilities to serve future residents of the subdivision or the City.

55. Per Sec. 34-91(2)a.5 of the Alvarado subdivision ordinance, careful consideration will be given to the need for development of linear parks around natural drainage and wooded areas that provide potential recreational uses. The floodplain (based upon 100-year storm) and floodway will be accepted for park development in the following ratios:
- a. Floodplain and natural drainage areas should not exceed 75 percent of the total park site. On a revised preliminary plat, provide a table showing the percentage of parkland dedication within floodplain.
 - b. At least 50 percent of the required dedicated parkland should have slopes in range of two to five percent, well-drained, and suitable for active use development.
 - c. Floodplain acreage will be accepted at a ratio of one to one (one floodplain to one dedication requirement). There will be no reduction in credit for dedication of floodplain as compared to non-floodway property, provided the dedication satisfies subsections above. Floodway property is accepted at a ratio of 50 percent of the required dedication.
 - d. When development occurs near a floodway that is designated as part of the city's trail system or determined to be suitable for trail development by the city council, the developer will be required to develop that section of the trail system that occurs within the development. The developer will construct the trails and adjacent facilities in accordance with the city's design criteria and specifications for parks. In order to facilitate trail development, the City Council may, at its discretion, credit the developer up to 100 percent of the required land dedication. The cost for the trail's development will be borne by the developer. The City's Development Review Committee (DRC) recommends a 6-to-8-foot wide paved concrete trail rather than a decomposed granite trail constructed with Phase 1.
56. Per Sec. 34-91(2)a.6 of the Alvarado subdivision ordinance, proposed boundaries of park dedications will provide reasonable access to improved street frontage for readily accessible entry into the park area by the public, and per Sec. 34.91(2)b, each park must have access to a public street. Dedication of a 24-foot-wide private access easement from the N. Parkway Drive entrance to Lot 1, Block 1 of the L&T Thompson Addition will satisfy this comment.
57. Informational comment - Per Sec. 34.91(3)c of the Alvarado subdivision ordinance, where a subdivision plat is submitted indicating multifamily residential development, and a table of information is not provided indicating the number of dwelling units, the City will assume the highest density allowed in the zoning classification to be applied to the property by which to determine projected population in order to determine park dedication policy requirements. The concept plan allows 12 dwelling units per overall PD acreage (29.01 acres) that yields a maximum of 348 dwelling units thus requiring 3.48 acres of parkland dedication.
58. Per Sec. 34.91(3)g-h of the Alvarado subdivision ordinance, prior to the dedication the city, at its discretion, may proceed to conduct such initial construction inspections, environmental tests and surveys on the land and improvements as it may deem appropriate, and the developer/owner must grant to the city and its agents and employees such reasonable access to the land as is necessary to conduct such construction inspections, surveys, and tests. If the results of such construction inspections, surveys and tests indicate a reasonable possibility of construction failure, construction dumping, flawed construction, environmental contamination or the presence of U.S.T.'s, or other environmental hazards the city may require further surveys and tests to be performed at the developer/owner's expense as the city may deem necessary prior to its acceptance of the dedication and improvements, or in the alternative, the developer/owner may be required to identify alternative property or pay the cash-in-lieu of such parkland dedication.

59. Clarify on the preliminary plat if the dog park, pool area, sand volleyball/bocce ball, and pickleball/sports court shown on the Council-approved concept plan are still proposed for the apartment residents and if credit toward parkland dedication requirements is sought for their construction.

Sincerely,



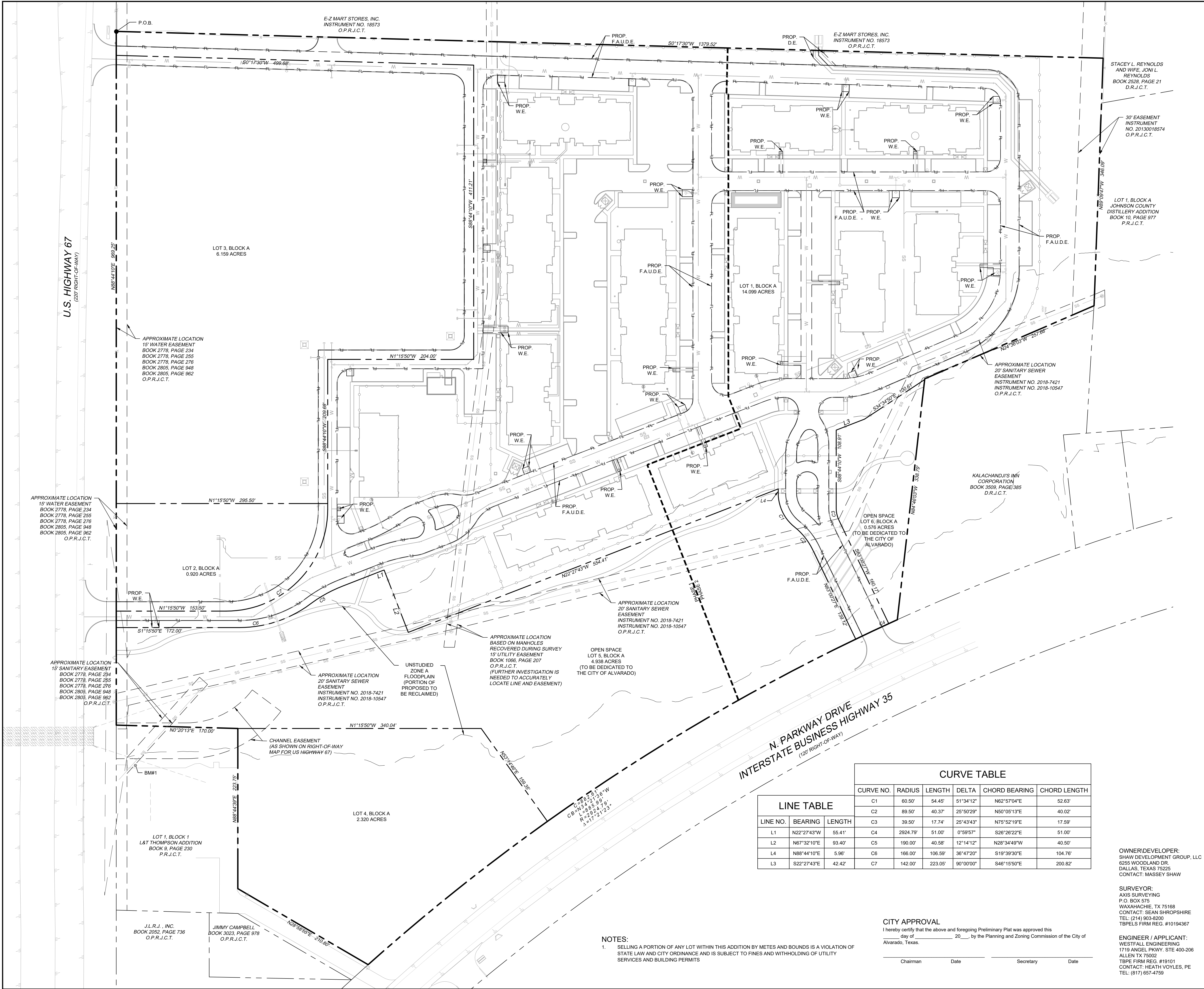
Justin French, AICP
Community Development Director
City of Alvarado
104 W. College Ave. | Alvarado, TX 76009
817.790.3351 | 817.240.9585 mobile
frenchj@cityofalvarado.org

cc.

Shaw Development Group, LLC
Attn: Massey Shaw and Brian Shaw
6255 Woodland Drive
Dallas, TX 75225
masseyshaw@gmail.com
brian@shawdevelopmentgroup.com

Att.

City Engineer Remarks on Preliminary Plat Copy



VICINITY MAP
N.T.S.

ABBREVIATIONS

W.E. WATER EASEMENT
D.E. DRAINAGE EASEMENT
F.A.U.E. FIRE LANE ACCESS, DRAINAGE AND UTILITY EASEMENT

LEGAL DESCRIPTION

29.012 ACRES

BEING A TRACT OF LAND LOCATED IN THE JOHN DIXON SURVEY, ABSTRACT NO. 214 AND THE IRA GLAZE SURVEY, ABSTRACT 313, ALVARADO, JOHNSON COUNTY, TEXAS AND BEING A PART OF A TRACT OF LAND DESCRIBED IN DEED TO ANNA S. TAYLOR, RECORDED IN BOOK 1185, PAGE 489, OFFICIAL PUBLIC RECORDS, JOHNSON COUNTY, TEXAS (O.P.R.J.C.T.) AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A 5/8-INCH IRON ROD WITH A CAP STAMPED "RPLS 5674" SET IN THE SOUTH RIGHT-OF-WAY LINE OF U.S. HIGHWAY 67, FROM WHICH A 1/2-INCH IRON ROD WITH A CAP (ILLEGIBLE) FOUND AT THE NORTHWEST CORNER OF A TRACT OF LAND DESCRIBED IN DEED TO E-Z MART STORES, INC., RECORDED IN INSTRUMENT NO. 18573, O.P.R.J.C.T., BEARS SOUTH 00°17'30" WEST, A DISTANCE OF 1.73';

THENCE SOUTH 00°17'30" WEST, A DISTANCE OF 1,379.52 FEET TO A 1/2-INCH IRON ROD WITH A CAP STAMPED "FORT WORTH SURVEYING" FOUND IN THE SOUTH LINE OF SAID TAYLOR TRACT AT THE SOUTHWEST CORNER OF SAID E-Z MART TRACT, FROM WHICH A 1/2-INCH IRON ROD FOUND AT THE SOUTHEAST CORNER OF SAID TAYLOR TRACT BEARS SOUTH 89°09'47" EAST, A DISTANCE OF 546.14 FEET;

THENCE NORTH 89°09'47" WEST, ALONG THE SOUTH LINE OF SAID TAYLOR TRACT, A DISTANCE OF 346.09 FEET TO A 5/8-INCH IRON ROD WITH A CAP STAMPED "RPLS 5674" SET AT THE MOST SOUTHERLY SOUTHWEST CORNER OF SAID TAYLOR TRACT;

THENCE NORTH 24°36'03" WEST, A DISTANCE OF 257.66 FEET TO A 5/8-INCH IRON ROD WITH A CAP STAMPED "RPLS 5674" SET AT A SOUTHWESTERLY CORNER OF SAID TAYLOR TRACT;

THENCE NORTH 84°46'03" WEST, PASSING AN EXISTING FENCE AT APPROXIMATELY 25-FEET AND CONTINUING ALONG OR NEAR SAID FENCE, PASSING A 4-INCH WOOD POST AT A DISTANCE OF 338.26 FEET, AND CONTINUING FOR A TOTAL DISTANCE OF 338.79 FEET TO A CALCULATED POINT FOR CORNER IN THE NORTHEASTLY RIGHT-OF-WAY LINE OF N. PARKWAY DRIVE, ALSO KNOWN AS INTERSTATE BUSINESS HIGHWAY 35 AND FORMERLY KNOWN AS U.S. HIGHWAY 81, A 120-FOOT RIGHT-OF-WAY, AT THE MOST WESTERLY SOUTHWEST CORNER OF SAID TAYLOR TRACT AND THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 17°21'23", A RADIUS OF 2,324.78 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 34°21'36" WEST, 882.61 FEET;

THENCE NORTHWESTERLY, ALONG SAID NORTHEASTLY RIGHT-OF-WAY LINE AND SAID CURVE TO THE LEFT, AN ARC DISTANCE OF 885.99 FEET TO A 5/8-INCH IRON ROD WITH A CAP STAMPED "RPLS 5674" SET FOR CORNER IN THE SOUTHEASTERLY LINE OF LOT 1, BLOCK 1 OF THE L&T THOMPSON ADDITION, ACCORDING TO THE PLAT THEREOF RECORDED IN BOOK 9, PAGE 230, PLAT RECORDS, JOHNSON COUNTY, TEXAS;

THENCE NORTHEASTERLY, ALONG THE SOUTHEASTERLY LINES OF SAID LOT 1, THE FOLLOWING THREE (3) COURSES AND DISTANCES:

NORTH 28°58'55" EAST, A DISTANCE OF 210.80 FEET TO A 5/8-INCH IRON ROD WITH A CAP STAMPED "RPLS 5674" SET FOR CORNER;

NORTH 88°44'39" EAST, A DISTANCE OF 223.75 FEET TO A 5/8-INCH IRON ROD WITH A CAP (ILLEGIBLE) FOUND FOR CORNER;

NORTH 00°20'13" EAST, A DISTANCE OF 170.00 FEET TO A 5/8-INCH IRON ROD WITH A CAP STAMPED "RPLS 5674" SET FOR CORNER IN THE SOUTH RIGHT-OF-WAY LINE OF SAID U.S. HIGHWAY 67, FROM WHICH A 5/8-INCH IRON ROD FOUND AT THE INTERSECTION OF SAID SOUTH RIGHT-OF-WAY LINE WITH SAID NORTHEASTLY RIGHT-OF-WAY LINE OF SAID N. PARKWAY DRIVE BEARS SOUTH 88°44'10" WEST, A DISTANCE OF 658.82 FEET;

THENCE NORTH 88°44'10" EAST, ALONG SAID SOUTH RIGHT-OF-WAY LINE, A DISTANCE OF 969.25 FEET TO THE POINT OF BEGINNING AND CONTAINING 1,263,760 SQUARE FEET OR 29.012 ACRES OF LAND, MORE OR LESS.

PRELIMINARY PLAT
PARKVIEW AT ALVARADO APARTMENTS
LOTS 1 THRU 6, BLOCK A
29.021 ACRES (1,263,760 SQ.FT.)
IRA GLAZE SURVEY, ABSTRACT 313
ALVARADO, JOHNSON COUNTY, TEXAS
PREPARED: MARCH 29, 2023

OWNER/DEVELOPER:
SHAW DEVELOPMENT GROUP, LLC
6255 WOODLAND DR.
DALLAS, TEXAS 75225
CONTACT: MASSEY SHAW

SURVEYOR:
AXIS SURVEYING
P.O. BOX 575
WAXAHACHIE, TX 75168
CONTACT: SEAN SHROPSHIRE
TEL: (214) 903-8200
TBPELS FIRM REG. #10194367

ENGINEER / APPLICANT:
WESTFALL ENGINEERING
1719 ANGEL PKWY., STE 400-206
ALLEN TX 75002
TBPE FIRM REG. #19101
CONTACT: HEATH VOYLES, PE
TEL: (817) 657-4759

CITY APPROVAL

I hereby certify that the above and foregoing Preliminary Plat was approved this _____ day of _____, 20____, by the Planning and Zoning Commission of the City of Alvarado, Texas.

Chairman	Date	Secretary	Date
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NOTES:

1. SELLING A PORTION OF ANY LOT WITHIN THIS ADDITION BY METES AND BOUNDS IS A VIOLATION OF STATE LAW AND CITY ORDINANCE AND IS SUBJECT TO FINES AND WITHHOLDING OF UTILITY SERVICES AND BUILDING PERMITS

WESTFALL ENGINEERING

1719 ANGEL PKWY., STE 400-206, ALLEN, TX 75002
PHONE NO. (214) 846-9397
TBPE FIRM REG. #19101



City Council Meeting Management Report

Meeting Date: May 15, 2023

Contact: Laura Cox, CFO

Phone: 817-790-3351, Ext. 117

AGENDA ITEM:

Consider and act on Ordinance 2023-0012 authorizing the issuance of Certificates of Obligation.

BACKGROUND & FINDINGS:

On March 10, 2023, pursuant to Resolution R2023-0006, the City Council authorized the publication of a notice of the intention to issue combination tax and revenue certificates of obligation. The notice of intention was published once a week for two consecutive weeks (on March 28, 2023 and April 4, 2023) at least 45 days on prior to May 15, 2023, which was the date set for the adoption of the ordinance authorizing the issuance of the Certificates. Additionally, the notice was posted continuously on the City's website for at least 45 days before the date tentatively set for the passage of the ordinance authorizing the issuance of the Certificates.

MANAGEMENT REVIEW:

Paul DeBuff, City Manager