

**REGULAR MEETING OF THE
CITY OF ALVARADO CITY COUNCIL
104 W. COLLEGE
JULY 17, 2023
6:30 PM**

AGENDA

The City Council of the City of Alvarado will meet in a Regular Called Session on Monday, July 17, 2023 at 6:30 p.m. in the Council Chambers at City Hall for the following agenda items.

CALL TO ORDER - Roll Call - Council determination as to whether absence of a councilmember(s) is excused.

INVOCATION

PLEDGE OF ALLEGIANCE

CITIZEN PARTICIPATION AND PUBLIC INPUT:

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

INTRODUCTION OF NEW EMPLOYEES

CONSENT AGENDA:

1. Consideration and action to approve minutes from the June 26, 2023 regular City Council Meeting. (Walls)

NEW BUSINESS:

2. Hold a public hearing and consideration and action on the application of Michael Percifield with Keys2Ministry on behalf of Alvarado Old Pueblo Ltd. represented by Floyd Bartula for approval of a specific use permit in the General Commercial (C-2) District with the Floodplain (FP) Overlay District for place of worship uses on 0.204 acres known as Tract 110 of the I. Glaze Survey, A-313, addressed at 200 N. Parkway Drive. (French)
3. Consideration and action approving an updated service agreement with Bureau Veritas for all plan review and inspection services available including inspection of subdivision construction plans and onsite sewer facilities. (French)
4. Hold a public hearing and consideration and action approving Ordinance # 2023-0016, amending the zoning ordinance regulations in Chapter 42 of the Alvarado

Regular City Council Meeting Agenda

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Code of Ordinances, relating to short-term/vacation rental, parking lot or parking garage (truck parking), and self-storage, mini-warehouse uses. (French)

5. Consideration and action authorizing Mayor Jacob Wheat to execute refusal of delivery and rejection of conveyance of open space lots in the Parks of Alvarado Addition from the developer, Lackland Land Developer, Ltd. to the City of Alvarado. (French)
6. Consideration and action to approve an agreement with Vertosoft, inc. (May)
7. Consideration and action regarding proposed changes to the monthly subsidy provided to employees for dependent coverage. (Walls)
8. Consideration and action to approve Resolution R2023-0012, designating the City Manager as being responsible for, acting for, and on behalf of the City of Alvarado in dealing with the Texas Parks and Wildlife Department for the purpose of participating in the Local Park Grant Program. (Suber)

EXECUTIVE SESSION:

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. Reciprocal Non-Disclosure Agreement
- 2. § 551.087. Deliberation regarding Economic Development Negotiations. The City Council may convene in executive session to discuss or deliberate regarding commercial or financial information that the City has received from a business prospect that the City seeks to have locate, stay, or expand in or near the City and with which the City is conducting economic development negotiations; or to deliberate the offer of a financial or other incentive to a business prospect described above. A. Discuss request for incentives related to proposed project Trek.

RECONVENE OPEN SESSION:

9. Reconvene 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

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that has arisen after the posting of the agenda.

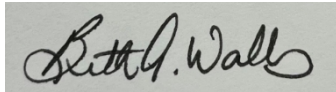
ACCESSIBILITY STATEMENT

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

NON-DISCRIMINATION STATEMENT

The City of Alvarado does not discriminate on the basis of race, color, national origin, sex, religion, or disability in the employment or the provision of services.

I, the undersigned authority, do hereby certify that the above Agenda was posted on the bulletin board in the City Hall of the City of Alvarado, Texas, a place convenient and readily accessible to the general public at all times, and said Agenda was posted on July 14, 2023 at 4:30 p.m. and remained so posted continuously for at least 72 hours preceding the scheduled time of said meeting.



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

CITY OF ALVARADO
County of Johnson
State of Texas
6/26/2023
City Council Minutes.

The City Council of the City of Alvarado met in Regular Called Session on Monday, June 26, 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
Beverly Short	Councilperson

The following were absent for roll call:

Michael Bennett	Councilperson- Excused Absence
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Others Present:

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

Mayor Jacob Wheat call the meeting to order at 6:30 p.m. and Mayor Pro Tem, Lydia Moon gave the invocation.

PLEDGE OF ALLEGIANCE

PUBLIC COMMENTS- Jameye Jones provided an update on events.

INTRODUCTION OF NEW EMPLOYEES- None

AGENDA ITEM #1,2, 3, 4, 5, 6

CONSENT AGENDA

1. Consideration and action to approve minutes from the May 15, 2023 regular meeting and the June 8, 2023 budget workshop meeting.
2. Consideration and action to nominate Park Advisory Board member.
3. Consideration and action to approve Resolution R2023-008, regarding participation in the Atmos Steering Committee for 2023.
4. Consideration and action approving R2023-0010, a resolution of the City of Alvarado, Texas, scheduling a public hearing to consider adoption of land use assumptions and a capital improvements plan under which an impact fee may be imposed for water, wastewater, and roadway facilities within the City and service area boundaries.
5. Consideration and action approving R2023-0011, a resolution of the City of Regular City Council Meeting Agenda June 26, 2023 Page 2 Alvarado, Texas, scheduling a public hearing to consider adoption of impact fees for water, wastewater, and roadway facilities within the City and service area boundaries.
6. Consideration and action to approve Resolution 2023-0009 regarding the amendment of the articles of formation for the Prairielands Public Facilities Corporation.

Motion was made by Lydia Moon and seconded by Cherry Bryant to approve the consent agenda.

This motion supported 5 votes in approval and 0 votes opposed. Motion carried.

AGENDA ITEM #7

CONSIDERATION AND ACTION TO APPROVE 2023-24 RATES FOR EMPLOYEE BENEFITS - MEDICAL, DENTAL, VISION, HEARING, LIFE INSURANCE, LONG-TERM DISABILITY AND ADDING SHORT-TERM DISABILITY.

1) BCBS- Despite having several high dollar claims on our account in 22-23, our medical coverage will only see an increase of 4% for the coming year. The original quote from BCBS was over 8% but our agent, Mike Bilbrey was able to negotiate it down to half that amount. The existing and new premiums, as well as the 2023-24 costs per month for the city and the employee is listed below.

Type of Coverage	Current Premium	New Premium	Cost to City	Cost to Employee
Employee Only (paid by City)	706.72	734.89	734.89	0
Employee/Child	1491.67	1551.65	1034.89*	516.66
Employee/Spouse	1628.02	1693.99	1034.89*	658.15
Employee/Family	2413.33	2509.87	1034.89*	1,474.98

* Includes \$300 per month contribution for dependent coverage

2) Ameritas is our dental, vision and hearing provider. The City provides this benefit to our employees with no cost to the employee unless they sign up for dependent coverage. There are no increases in the premiums for dental or vision for the coming year. There will be a .28 increase per month for hearing coverage.

3) Disability Coverage- Several years ago, the City added Long-term Disability coverage to the benefit package for employees. That coverage proved to be a great blessing to an employee this past year who was able to retire and still care for his family in the midst of his debilitating illness. This year, we will be adding paid short-term disability insurance for our employees. The overall annual cost to the City for this addition is about \$12,000.

4) We are changing vendors for several of our supplemental insurance products that help our employees take care of their family. We are moving the flexible spending plan, accident insurance, and serious illness coverage to American Fidelity Insurance from two current providers. American Fidelity will also be offering a stand-alone cancer policy and some other urgent care policies that may be more affordable for our employees.

Motion was made by Lydia Moon and seconded by Kevin Thomas to approve the benefit changes as presented.

This motion supported 5 votes in approval and 0 votes opposed. Motion carried.

AGENDA ITEM #8

CONSIDERATION AND ACTION TO AUTHORIZE THE CITY MANAGER TO EXECUTE A CONSTRUCTION CONTRACT WITH DEAN CONSTRUCTION, IN THE AMOUNT OF \$75,000.00, TO PROVIDE FOR THE REPLACEMENT OF PLAYGROUND EQUIPMENT AT 1198 BURNETT BLVD., ALVARADO, TEXAS (MOORE PARK). (BENSON AND DWIGGINS)

In February of 2022, the City of Alvarado removed playground equipment (i.e., playground unit, swing set and park tables) from Moore Park, located at 1198 Burnett Blvd. Moore Park playground equipment was removed due to flooding issues; dilapidated & hazardous equipment; and the liability imposed on the City. Since February 2022, Prairieland Public Facilities Corporation (PPFC) and the City have collaborated efforts to create a modern and ADA compliant park with upgraded equipment. The PPFC donated \$77,500 towards new playground equipment, and the City purchased a replacement swing set and park tables.

For Moore Park to meet ADA compliance standards and be an environmentally-friendly recreational area, staff received bids from three construction companies to: (1) excavate/grade the playground area for proper drainage; (2) purchase playground unit; and (3) to install the playground unit and one handicap parking space (with ramp).

Motion was made by Lydia Moon and seconded by Beverly Short to approve authorizing the City manager to execute a construction contract with Dean Construction for the replacement of playground equipment at Moore Park.

This motion supported 5 votes in approval and 0 votes opposed. Motion carried.

AGENDA ITEM #9

CONSIDERATION AND ACTION TO APPROVE BUDGET REQUEST FROM JCPOSR FOR 2023. (JAMEYE JONES)

Jameye Jones provided information to Council regarding this year's Johnson County Pioneer Old Settlers Reunion and requested funds in the amount of \$31,708 for the 2023 event

Motion was made by Kevin Thomas and seconded by Cherry Bryant to approve the request from JCPOSR for 2023.

This motion supported 5 votes in approval and 0 votes opposed. Motion carried.

AGENDA ITEM #10

CONSIDERATION AND ACTION APPROVING ORDINANCE 2023-0015, AN ORDINANCE OF THE CITY OF ALVARADO, TEXAS, AMENDING THE CITY'S FEE SCHEDULE RELATED TO PUBLIC IMPROVEMENT DEVELOPMENT INSPECTION FEES, ITINERATE VENDOR LICENSE FEES, AND ALCOHOL PERMIT FEES. (FRENCH)

The City presently charges a \$650 initial inspection fee and \$75 per re-inspection of public improvement development, such as, new utilities, paving, and drainage facilities for subdivision construction. The proposed fee incorporates an hourly rate for inspections by City personnel, and if City personnel were unable to perform the inspection, a pass-through fee is provided for third-party inspection services.

The City presently charges at least \$75 for itinerant vendor licenses, which is valid for one year. Feedback from such vendors is that this fee is a significant amount out of their profit margins and to keep vendors engaged in City's special events the fee should be reduced. The proposed fee in the attached ordinance is \$25 for an itinerant vendor license.

The City presently charges permit fees for establishments selling alcohol. The proposed ordinance does not change fees but simply clarifies applicable fees for customer service improvement.

Motion was made by Lydia Moon and seconded by Beverly Short to approve Ordinance 2023-0015.

This motion supported 5 votes in approval and 0 votes opposed. Motion carried.

AGENDA ITEM #11

CONSIDERATION AND ACTION TO APPROVE AN AGREEMENT WITH VERTOSOFT INC. (MAY)

Item was not considered and will be on the 7/17/23 agenda.

AGENDA ITEM #12

CONSIDERATION AND ACTION ON ORDINANCE 2023-0012, AUTHORIZING THE ISSUANCE AND SALE OF COMBINATION TAX AND REVENUE CERTIFICATES OF OBLIGATION SERIES 2023; AND ENACTING OTHER PROVISIONS RELATING TO THE SUBJECT. (COX)

Motion was made by Lydia Moon and seconded by Scott Arthur to adopt Ordinance 2023-0012 authorizing the Certificates.

This motion supported 5 votes in approval and 0 votes opposed. Motion carried.

EXECUTIVE SESSION:

MAYOR WHEAT ANNOUNCED THE EXECUTIVE SESSION AT 7:37 P.M.

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. Personnel- Former Court Administrator
- C. Sex Offender Ordinance
- D. Consider possible gift from Moving Company.

**RECONVENE OPEN SESSION:
MAYOR WHEAT RECONVENED REGULAR SESSION AT 8:15 P.M.**

AGENDA ITEM #13

Convene back into open session to take action necessary as a result of items legally discussed in executive session.

AGENDA ITEM #14

Consideration and action to approve Ordinance 2023-14, Sex Offender Regulation. (Lopez)

Motion was made by Lydia Moon and seconded by Beverly Short to approve Ordinance 2023-14 regulating sex offenders.

This motion supported 5 votes in approval and 0 votes opposed. Motion carried.

Mayor adjourned meeting at 8:19 p.m.

Passed and approved this the 17th day of July, 2023.

Mayor Jacob Wheat

Respectfully Submitted,

Beth A Walls, City Secretary/HRD



City Council Meeting Management Report

Meeting Date: July 17, 2023

Contact: Justin French, Community Development Director

AGENDA ITEM:

Hold a public hearing and consideration and action on the application of Michael Percifield with Keys2Ministry on behalf of Alvarado Old Pueblo Ltd. represented by Floyd Bartula for approval of a specific use permit in the General Commercial (C-2) District with the Floodplain (FP) Overlay District for *place of worship* uses on 0.204 acres known as Tract 110 of the I. Glaze Survey, A-313, addressed at 200 N. Parkway Drive.

BACKGROUND & FINDINGS:

The Future Land Use (FLU) map within the Alvarado Comprehensive Plan designates the subject site for Interstate Business, which generally includes big box retail and lifestyle shopping centers. This type of development is targeted to increase the non-residential tax revenue for the City and attract residents and visitors. Though the requested use will not increase tax revenue, the use is consistent with the Comprehensive Plan.

FINANCIAL IMPACT:

None.

RECOMMENDATION:

On July 11, 2023, the Planning and Zoning Commission recommended Council approve the request by a vote of _____ in favor zero opposed. Staff suggests the Council approval of the requested specific use permit.

MANAGEMENT REVIEW:

Paul DeBuff, City Manager

ATTACHMENTS:

Application
Location Map
Zoning Map
Floodplain Overlay Quick Reference
General Commercial District Quick Reference
Property Owner Notice List
Notices
Drafted Ordinance 2023-0017

CITY OF ALVARADO

APPLICATION FOR A SPECIFIC USE PERMIT

DATE: 6/22/23 CLERK: Prayer FEE: 250⁰⁰ CASE NO: 2023-0512

NAME OF APPLICANT: MICHAEL PERCIFIELD PH: (817) 999-0485

MAILING ADDRESS: 509 DORIS CT, ALVARADO, TX 76009

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

NAME OF OWNER: FLOYD BARTULA PH: (817) 301-2577

MAILING ADDRESS: 3206 CR 530B, BURLESON, TX 76028

STREET ADDRESS OF PROPERTY: 200 N PARKWAY DR ACREAGE: _____

LEGAL DESCRIPTION: _____

PRESENT ZONE OF PROPERTY: _____ PRESENT USE: _____

REASON FOR NEEDING A SPECIFIC USE PERMIT: _____

USAGE OF ADJACENT PROPERTY NORTH: _____

SOUTH: _____

EAST: _____

WEST: _____

PLEASE ATTACH REQUIRED SITE PLAN FOR APPLICATION CONSIDERATION.

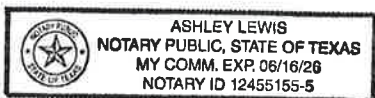
NOTE: If the property can be identified by the subdivision or addition please include that with the lot and block numbers as the legal description. You must also attach a copy of the appropriate portion of the subdivision or addition plat with the subject property clearly indicated on it. If property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

APPLICANT'S SIGNATURE: [Signature]

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

OWNER: Floyd W. Bartula

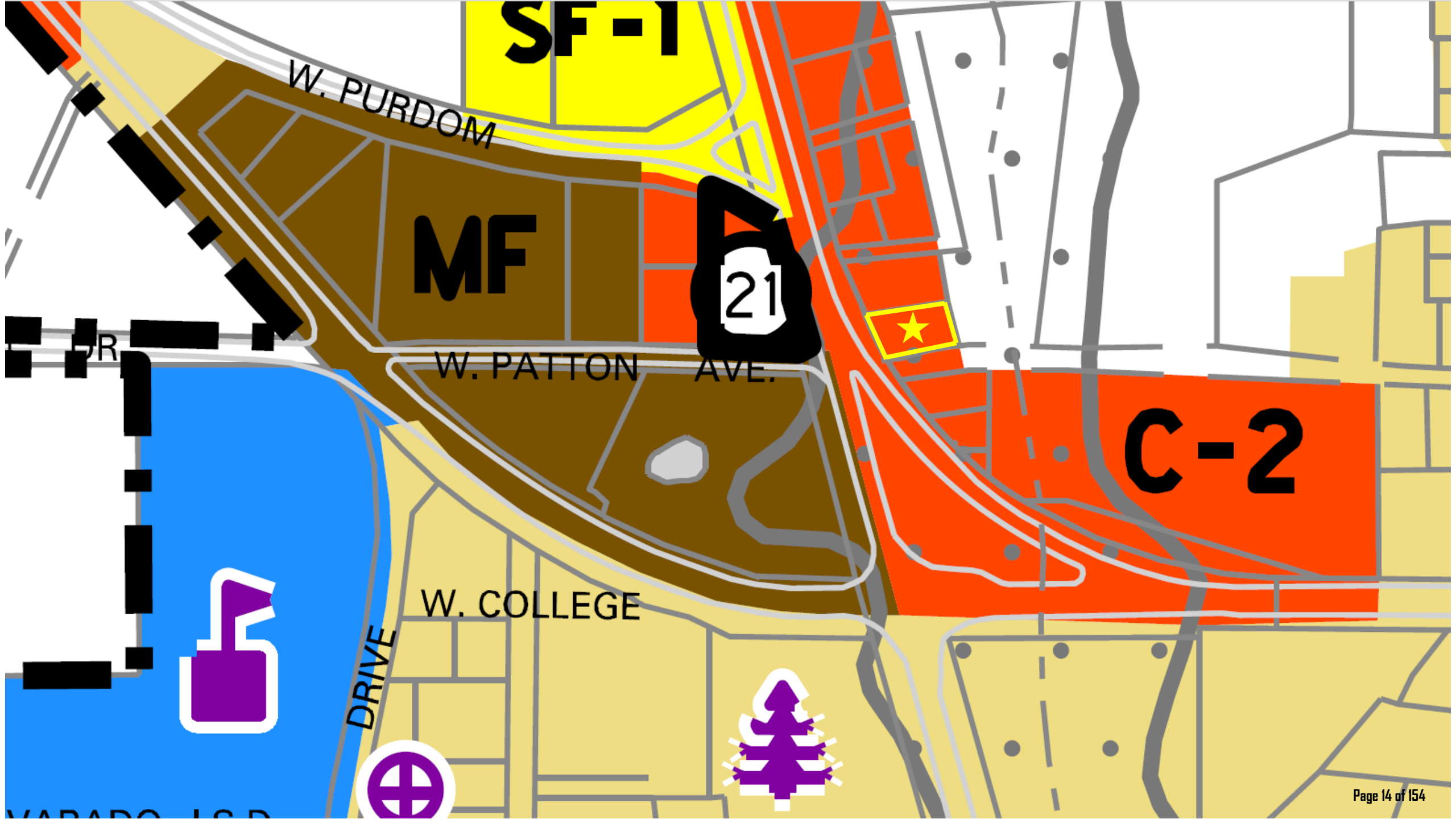
SWORN TO AND SUBSCRIBED before me this 22nd day of June, 2023, by the person whose signature appears directly above.



[Signature]
Notary Public in and for The State of Texas.

My Commission expires 06-16-2026





SF-1

W. PURDOM

MF

21

W. PATTON AVE.

C-2

W. COLLEGE

DRIVE

VARADO

Sec. 42-36. FP floodplain district.

- (a) *Purpose.* The FP district is an overlay district shown as a prefix on other designated zoning districts. This district is designed to allow for reasonable uses of land which has a history of inundation or is determined to be subject to flood hazard while protecting the public health, safety and welfare by preventing the flooding of incompatible uses.
- (b) *Permitted uses and parking regulations.* In any zoning district that is overlayed with the FP prefix, no building or land shall be used and no building shall be hereafter erected, placed, reconstructed, altered or enlarged, unless otherwise provided in this chapter, except for the following uses:

USE	PARKING REGULATIONS
Bridle, bicycle or nature trail	To be determined by the City Council
Electrical substation	1 space per employee
Farm, ranch, or orchard, but excluding the construction of barns or other outbuildings	1 space per employee
Local utilities (all types, including those requiring specific use permits)	1 space per employee
Parks, playgrounds, public golf courses (no structures), and other recreational areas	1 space per acre plus a minimum of 30 spaces for golf courses
Private open space as a part of a planned residential development	0 spaces required
Structures, installations and facilities for flood control purposes	1 space per employee

- (c) *Development requirements.*

Minimum lot area:	None
Minimum lot width:	None
Minimum lot depth:	None
Minimum front yard:	None
Minimum side yard:	None
Minimum rear yard:	None
Maximum ground coverage:	None
Maximum density per acre:	None
Height:	None

- (d) *Specific uses.* The following specific uses are allowed in the FP district when authorized under the provisions of section 42-45:

- (1) Any use approved by the city council that is in compliance with the city's floodplain regulations and that is determined to not have an adverse effect on public health, safety and welfare.
- (2) Parking regulations are to be established by the city council.

(Ord. No. 2015-005, § 1, 4-20-2015)

Sec. 42-30. C-2 general commercial district.

- (a) *Purpose.* The C-2 district is intended to allow the development of areas that provide a greater number and mix of retail and commercial uses. The uses permitted in the C-2 district are not generally carried on completely within a building or structure and an expanded range of service and repair uses is permitted. This district is reserved for areas of adequate size and location so that its broad range of high intensity land uses will not cause or create nuisances to adjoining zoning districts.
- (b) *Permitted uses and parking regulations.* In the C-2 district, no building or land shall be used and no building shall be hereinafter erected, placed, reconstructed, altered or enlarged, unless otherwise provided in this chapter, except for the following uses:

USE	PARKING REGULATIONS
Accessory building to main use	1 space per employee to be occupying the building
Amusement, commercial (indoor or outdoor)	1 space for every 1,000 square feet of gross floor area
Antique shop	1 space for every 200 square feet of floor area
Arts, crafts store (indoor or outdoor sales)	1 space for every 200 square feet of floor area
Assisted living facility	1 space per employee, plus 1 space for each 6 beds
Auto laundry	1 space per 200 square feet of floor space
Auto parts sales (inside)	1 space for every 200 square feet of floor area
Auto repair, minor	3 spaces per service bay, plus 1 space per employee (maximum shift), plus 1 space per tow truck or other service vehicle
Automobile and trailer sales area, new or used	1 space per employee, plus 1 space per stored vehicle, plus 1 space for each 500 square feet of indoor floor area or 1 space for each 1,000 square feet of outdoor area, whichever is greater
Automobile service station	3 spaces per service bay, plus 1 space per employee (maximum shift), plus 1 space per tow truck or other service vehicle
Bakery and confectionary, retail sales	1 space per 300 square feet of gross floor area
Bank, savings and loan, credit union	1 space per 200 square feet of gross floor area
Bar, tavern, nightclub	1 space per 300 square feet of gross floor area
Barber school or college	1 space for each 2 students, plus 1 space for each classroom, laboratory or instruction area
Barbershop	1 space per 200 square feet of gross floor area
Beauty culture school; cosmetology spec. shop	6 or 1 space per 300 square feet of gross floor area
Beauty shop	1 space per 200 square feet of gross floor area
Bed and breakfast inn	2 enclosed spaces per unit, must be attached to main structure
Boat sales and storage	1 space per 300 square feet of gross floor area
Bowling alley	Six spaces for each lane
Building materials, hardware (inside storage)	2 spaces plus 1 additional parking space for each 500 square feet of gross floor area over 1,000 square feet
Bus terminal	1 space per intended user
Business service	1 space per 300 square feet of gross floor area
Candle manufacturing	1 space for each 2 employees on the maximum working shift, plus space to accommodate all vehicles used in connection therewith, but not less than 1

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	space per 1,000 square feet of gross floor area, whichever is greater
Carwash	1 space per employee
Child care center	1 space per ten pupils/clients (design capacity)
Civic center	10 spaces plus 1 space for each 300 square feet of floor area in excess of 2,000 square feet. In an auditorium is included as part of the building, its floor area shall be deducted from the total and additional parking provided on the basis of 1 space for each 4 seats that it contains
Clinic, medical or dental	1 space per 200 square feet of gross floor area
Community center, private	10 spaces plus 1 additional space for each 300 square feet of gross floor area in excess of 2,000 square feet. If an auditorium is included as a part of the building, its floor area shall be deducted from the total and additional parking provided on the basis of 1 space for each 4 seats that it contains
Community center, public	10 spaces plus 1 additional space for each 300 square feet of gross floor area in excess of 2,000 square feet. If an auditorium is included as a part of the building, its floor area shall be deducted from the total and additional parking provided on the basis of 1 space for each 4 seats that it contains
Concrete, asphalt batching plant (temporary)	1 space for each 2 employees on the maximum working shift, plus space to accommodate all vehicles used in connection therewith, but not less than 1 space for each 1,000 square feet of gross floor area, whichever is greater
Construction yard (temporary)	1 space per employee to be occupying the area
Convenience store	1 space per 300 square feet of gross floor area or 32
Custom personal service shop	1 space per 200 square feet of gross floor area
Dance hall	1 space per 100 square feet of gross floor area
Discount, variety, or department store	1 space per 200 square feet of gross floor area
Drapery, needlework, or weaving shop	1 space per 300 square feet of gross floor area
Electrical substation	1 space per employee
Electrical transmission line	0 spaces
Engine and motor repair	3 spaces per service bay, plus 1 space per employee (maximum shift), plus 1 space per tow truck or other service vehicle
Exhibition area	1 space per employee, plus 1 space for each 2 patrons based on maximum patron load
Farm equipment, sales and service	2 spaces plus 1 additional parking space for each 500 square feet of gross floor area over 1,000 square feet
Feed and farm supply (inside sales/storage)	1 space per 300 square feet of gross floor area
Feed and farm supply (outside sales/storage)	1 space per 300 square feet of gross floor area
Field or sales office, temporary	1 space per employee
Florist	1 space per 300 square feet of gross floor area
Food store; grocery store	1 space per 300 square feet of gross floor area

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(Supp. No. 8)

Fraternal organization, lodge or civic club	1.25 spaces per 200 square feet
Furniture and appliance repair and storage	2 spaces plus 1 additional parking space for each 500 square feet of gross floor area over 1,000 square feet
Furniture, appliance store	2 spaces plus 1 additional parking space for each 500 square feet of gross floor area over 1,000 square feet
Garage, private	1 space per employee to be occupying the garage
Garden center (retail sales)	1 space per 200 square feet of gross floor area
Gas metering station	1 space per employee
General merchandise indoor auction	1 space per 300 square feet of gross floor area
General merchandise store	1 space per 200 square feet of gross floor area
Greenhouse or plant nursery, commercial	1 space per 200 square feet of floor area
Greenhouse or plant nursery, noncommercial	1 space per employee
Gymnastic or dance studio	1 space for each three seats at maximum seating capacity, plus 1 space for each 200 square feet
Handcraft shop	1 space per 300 square feet of gross floor area
Health club; gymnasium	1 space per employee plus 1 space per 100 square feet of floor area
Heliport or heliport	1 space if located on the ground
Hospital (acute care)	1 space for every 2 beds
Hospital (chronic care); long term health care facility	1 space for each 2 beds
Laboratory, medical or dental	1 space per 300 square feet of gross floor area or 1 of the clinics
Laundry and cleaning, commercial	1 space per 300 square feet of gross floor area
Library	10 spaces plus 1 additional space for each 300 square feet of gross floor area in excess of 2,000 square feet. If an auditorium is included as a part of the building, its floor area shall be deducted from the total and additional parking provided on the basis of 1 space for each 4 seats that it contains
Liquefied petroleum gas, storage and sale (no bulk plants)	1 space per employee plus 1 space for every 2,000 square feet of floor area
Local utility distribution lines	0 spaces
Medical supplies, sales and service	1 space per 300 square feet of gross floor area
Metal dealer, crafted precious	1 space per 300 square feet of gross floor area
Mobile food vendor	0 spaces
Mortuary or funeral home	1 space per 500 square feet of gross floor space in slumber rooms, parlors, or individual funeral service rooms
Motel, motor hotel, or motor lodge	1 space for each sleeping room, plus 1 space for each 300 square feet of commercial floor area
Motorcycle sales and service	1 space per employee, plus 1 space per stored vehicle, plus 1 space for each 500 square feet of indoor floor area or 1 space for each 1,000 square feet of outdoor area, whichever is greater
Museum or art gallery	10 spaces plus 1 additional space for each 300 square feet of gross floor area in excess of 2,000 square feet. If an auditorium is included as a part of the building, its floor area shall be deducted from the total and

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(Supp. No. 8)

	additional parking provided on the basis of 1 space for each 4 seats that it contains
Nonprofit animal shelter	1 space per 200 square feet of floor area
Nursery school, kindergarten	1 space per 10 pupils/clients (design capacity)
Office center	1 space per 300 square feet of gross floor area
Office, professional or general administrative	1 space per 300 square feet of gross floor area
Office-showroom/warehouse	1 space per 1,000 square feet of gross floor area for storage and warehousing, plus 1 space for each 100 square feet of office, sales or display area
Oil, gas, other mineral extraction	1 space for each 2 employees on the maximum working shift, plus space to accommodate all vehicles used in connection therewith, but not less than 1 space for each 1,000 square feet of gross floor area, whichever is greater
Park, playground or recreation center (public)	1 space per acre plus additional parking per facility constructed as herein provided
Parking lot or parking garage, automobile	1 space per employee, plus 1 space per vehicle to be parked
Pawn shop	1 space per 300 square feet of gross floor area
Personal service shop	1 space per 200 square feet of gross floor area
Pet shop	1 space per 300 square feet of gross floor area
Pharmacy	1 space per 300 square feet of gross floor area
Plumbing service	1 space per 300 square feet of gross floor area
Plumbing, heating, refrigeration or air conditioning business	1 space per 300 square feet of gross floor area
Post office, government and private	1 space per 300 square feet of gross floor area
Public or private franchised utility, excluding office buildings, garages, shops, railroad yards, loading yards, and warehouses	1 space per employee
Quick oil change facility	1 space per employee
Quick tune-up facility	1 space per employee
Racquetball facilities	4 spaces for each court
Radio, TV or microwave operation, amateur or commercial. (See further regulations in section 42-55(i))	1 space per employee
Railroad station	1 space per employee, and if station is for public travel, 1 space for every 1,000 square feet of areas meant for public travel
Railroad Team track and right-of-way	1 space per employee
Railroad track and right-of-way	1 space per employee
Residence hotel	1 space for each sleeping room per unit, plus 1 space for each 300 square feet of commercial floor area
Restaurant or cafeteria, with drive-in or drive-through service	1 parking space per 100 square feet of gross floor area
Restaurant or cafeteria, without drive-in or drive-through service	1 parking space per 100 square feet of gross floor area
School, commercial	1 space for each 2 students, plus 1 space for each classroom, laboratory or instruction area

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School, private (primary and/or secondary)	1 space for each four seats in the main auditorium or 1 space for each classroom plus 1 space for each 2 students, whichever is greater
School, public (primary and/or secondary)	1 space for each four seats in the main auditorium or 1 space for each classroom plus 1 space for each 2 students, whichever is greater
School, trade	1 space for each 2 students, plus 1 space for each classroom, laboratory or instruction area
Second hand store, furniture/clothing	1 space per 200 square feet of gross floor area
Service, retail	1 space per 200 square feet of gross floor area
Sewage pumping station	0 spaces
Shopping center	1 space per 200 square feet of gross floor area. The total floor area used for restaurants and cafeterias (but not including private clubs) which exceeds 10 percent of the shopping center floor area, shall require an additional 1 parking space per 100 square feet of gross floor area
Shops, office and/or storage area of public or private utility	1 space per employee
Stadium or playfield	1 parking space for each 4 seats or bench seating spaces
Studio (photographer, musician, artist)	1 space per 200 square feet of gross floor area
Studio for radio and television	1 space per 200 square feet of gross floor area
Swimming pool, commercial	1 space for each 100 square feet of gross water surface and deck area
Tanning salon	1 space per 200 square feet of gross floor area
Tattoo parlor/body piercing studio	1 space per 200 square feet of gross floor area
Taxidermist	1 space per 200 square feet of gross floor area
Teen club	1 space for every 1,000 square feet of floor area
Telephone exchange	1 space per employee
Telephone line	0 spaces
Theater (indoor)	1 space for each 4 seats or bench seating spaces
Tire dealer (with outside storage)	1 space for every 200 square feet of floor area
Tool rental shop	1 space per 200 square feet of gross floor area
Transit station or turnaround	1 space per intended user
Truck sales	1 space per employee, plus 1 space per stored vehicle, plus 1 space for each 500 square feet of indoor floor area or 1 space for each 1,000 square feet of outdoor area, whichever is greater
Washateria	1 space per 200 square feet of gross floor area
Water pumping station or well	0 spaces
Water storage, elevated or ground	0 spaces
Water treatment plant	1 space per employee

(c) *District restrictions.* The following restrictions shall apply to uses in the C-2 district.

(1) The business shall be conducted wholly within an enclosed building;

-
- (2) Required yards shall not be used for display, sale, or storage of merchandise or for the storage of vehicles, equipment, containers, or refuse facilities;
 - (3) All merchandise shall be sold at retail on the premises; and
 - (4) Such use shall not be objectionable because of odor, excessive light, smoke, dust, noise, vibration, or similar nuisance.
- (d) *Development criteria.* Unless otherwise specifically provided in this section, the following development criteria shall apply to this district:
- (1) Every use, or any part thereof, that is not conducted within a building completely enclosed on all sides shall be enclosed within a wall or fence a minimum of six feet and a maximum of ten feet in height. Such wall or fence shall completely screen all operations conducted within such wall or fence from observation. No exterior storage area shall encroach into any of the required yards. All outside storage shall be placed upon an all-weather hard surface. The screening requirements set forth above shall not apply to:
 - a. Off-street parking of motor vehicles in operable condition;
 - b. Off-street loading;
 - c. Permitted display of merchandise for sale to the public; and
 - d. Establishments of the drive-in type.
 - (2) The first ten feet of the required front yard setback, measured from the property line shall be landscaped with trees, grass and shrubs, provided with pedestrian walks to the front of the building and maintained in a neat and attractive condition. The balance of said required setback may be utilized for off-street parking.
 - (3) No loading or storage of material or products shall be permitted in the required front yard.
- (e) *Specific uses.* The following specific uses are allowed in the C-2 district when authorized under the provisions of section 42-45:

USE	PARKING REGULATIONS
Air conditioning and refrigeration contractor	1 space for every 200 square feet of floor area
Airport, landing field	1 space per employee, plus 1 space per stored vehicle
Arcade	1 space for every 200 square feet of floor area
Assisted living facility	1 space per employee to be occupying the building
Auto leasing	1 space per employee, plus 1 space per stored vehicle, plus 1 space for each 500 square feet of indoor floor area or 1 space for each 1,000 square feet of outdoor area, whichever is greater
Brew pub	1 space per 100 square feet of gross floor area
Building materials, hardware (outside storage)	2 spaces plus 1 additional parking space for each 500 square feet of gross floor area over 1,000 square feet
Cabinet and upholstery shop	1 space per 300 square feet of gross floor area
Cemetery or mausoleum	1 space per employee plus 1 space for every 1,000 square feet of gross floor area
Church, rectory, place of worship	1 space for every 4 seats in the main auditorium
Cleaning and dyeing, small shop	1 space per 300 square feet of gross floor area
College or university	1 space for each 2 students, plus 1 space for each classroom, laboratory or instruction area

Community home	1 space per employee to be occupying the building
Electric power generating plant	1 space per employee
Fairgrounds	1 space per employee, plus 1 space for each 2 patrons based on maximum patron load
Farm seed and/or fertilizer sales/storage (inside)	1 space for each 2 employees on the maximum working shift, plus space to accommodate all vehicles used in connection therewith, but not less than 1 space per 1,000 square feet of gross floor area, whichever is greater
Flea market	1.5 spaces for each 200 square feet of gross floor area or market area
Food products processing	1 space for each 2 employees on the maximum working shift, plus space to accommodate all vehicles used in connection therewith, but not less than 1 space per 1,000 square feet of gross floor area, whichever is greater
Golf driving range	1 space per employee plus 1 space per 5,000 square feet of floor area
Heavy machinery sales	2 spaces plus 1 additional parking space for each 500 square feet of gross floor area over 1,000 square feet
Hotel, motel, motor hotel, or motor lodge	1 space for each sleeping room, unit or guest accommodation, plus 1 space for each 300 square feet of commercial floor area
Kennel (with or without outside pens)	1 space per 200 square feet of floor area
Microbrewery	1 space per 200 square feet of floor area
Microdistillery	1 space per 200 square feet of floor area
Newspaper printing	1 space per 300 square feet of gross floor area
Parking lot or parking garage, truck parking	1 space per employee, plus 1 space per vehicle to be parked
Pipe sales and supply	1 space for each 2 employees on the maximum working shift, plus space to accommodate all vehicles used in connection therewith, but not less than 1 space per 1,000 square feet of gross floor area, whichever is greater
Print shop	1 space per 300 square feet of gross floor area
Prison, jail or place of incarceration	1 space per employee plus 1 space for every 200 square feet of visitor floor area
Pump sales, repair and maintenance	1 space for each 2 employees on the maximum working shift, plus space to accommodate all vehicles used in connection therewith, but not less than 1 space per 1,000 square feet of gross floor area, whichever is greater
Registered family home	1 space per employee
Retirement housing	1 space for each 6 beds per unit
Sand, gravel, stone or earth sales	1 space per 300 square feet of gross floor area
School, trade or commercial	1 space for each 2 students, plus 1 space for each classroom, laboratory or instruction area
Self storage; mini-warehouse	4 spaces per complex, plus 1 space per 5,000 square feet of storage area

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Servant's, caretaker's or guard's residence	1 space per unit
Service yards of government agency	1 space per employee
Sewage treatment plant	1 space per employee
Shooting range, target range	1 space per employee plus 1 space for every 5,000 square feet of floor area
Solid waste transfer station	1 space per employee
Storage/wholesale warehouse, light	1 space for each 2 employees, or 1 space per 1,000 square feet of total gross floor area, whichever is greater
Swimming pool, private	1 space for each 100 square feet of gross water surface and deck area
Theater (outdoor)	1 space for each 4 seats or bench seating spaces
Tire dealer (no outside storage)	1 space for every 200 square feet of floor area
Tire retreading and recapping	1 space per employee
Tobacco sales	1 space per 200 square feet of gross floor area
Trailer rental	1 space per 200 square feet of gross floor area
Travel trailer, manufactured housing or manufactured home display and sales	1 space per 200 square feet of gross floor area
Truck and bus leasing	1 space per employee, plus 1 space per stored vehicle, plus 1 space for each 500 square feet of indoor floor area or 1 space for each 1,000 square feet of outdoor area, whichever is greater
Truck or motor freight terminal	1 space per employee plus one space for each intended vehicle to be accommodated
Vendor, stationary	1 space per 200 square feet of gross floor area
Veterinarian clinic (with or without outside pens)	1 space per 200 square feet of gross floor area

(f) *Development requirements.*

Minimum lot area:	None
Minimum lot width:	None
Minimum lot depth:	80 linear feet
Minimum front yard:	25/35 linear feet ¹
Minimum side yard:	No side yard is required except that a side yard of not less than 15 feet shall be provided on the side of a lot abutting a residential district even when separated by an alley.
Minimum rear yard:	No rear yard is required except that a rear yard of not less than 25 feet or 20 percent of the depth of the lot, whichever is lesser, shall be provided upon that portion of a lot abutting or across a rear alley or street from a residential district.
Maximum ground coverage:	None
Maximum density per acre:	NA
Height:	45 linear feet ²

¹ The first number in the column is the required setback for a front yard abutting a residential street; the second number in the column is the required setback for a front yard abutting a collector or major street.

² No building shall exceed 45 feet in height, except cooling towers, roof gables, chimneys, vent stacks, or mechanical equipment rooms, which may project not more than 12 feet beyond maximum building height. The height restrictions of this district shall not apply to church steeples.

(g) *Screening devices.* In the event that the C-2 district abuts or is adjacent to a lot zoned SF-1, SF-2, GH, MH-1, MH-2, MH-3, TF, or MF, no windows shall be permitted above ten feet on the building sides facing such residential district. In addition, a masonry or wood wall shall be constructed on the nonresidential property adjacent to the common property line. Except as provided by section 42-59, the wall shall have a minimum height of six feet above the average grade and shall taper to a height of three feet at the front building setback. Screening located exclusively along the front building set back must be an irrigated earthen berm, hedge, or decorative fencing only. This screening shall be maintained throughout the existence of the commercial use by the owner of the property.

(h) *Masonry requirements.*

(1) All single-story buildings hereafter constructed or placed in the C-2 district shall have at least 75 percent of their exterior wall surface constructed of masonry and/or glass pane.

(2) All buildings having more than a single story hereafter constructed or placed in the C-2 district shall have at least 50 percent of their exterior wall surface constructed of masonry and/or glass pane.

(3) All additions hereafter constructed to buildings in the C-2 district shall have at least 50 percent of their exterior wall surface constructed of masonry and/or glass pane.

(Ord. No. 2015-005, § 1, 4-20-2015)

Alvarado Address	Owner within 200 Feet	Mailing Address	City	State	Zip Code	PID
100 N. Parkway Drive	NY Texs Equities LLC	8 Lemberg Ct Ste 001	Monroe	NY	10950	126.0313.00461
101 N. Parkway Drive	Auburn Cal Associates LP	10960 Wilshire Blvd 5th Floor	Los Angeles	CA	90024	126.2468.00020
201 N. Parkway Drive	Alvarado Old Pueblo Ltd	3206 Cr 530b	Burleson	TX	76028	126.0313.00590
202 N. Parkway Drive	Alvarado Old Pueblo Ltd	379 Property Group Llc	Alvarado	TX	76009	126.0313.00950
204 N. Parkway Drive	Amadeus Holdings Inc	PO Box 543	Grapevine	TX	76099	126.2357.00040
206 N. Parkway Drive	Alvarado Old Pueblo Ltd	3206 Cr 530b	Burleson	TX	76028	126.2357.00030
208 N. Parkway Drive	Susan & Jeremy Watson	4700 Fm 2415	Alvarado	TX	76009	126.2357.00020
402 N. Parkway Drive	Reynolds Joni L. and	PO Box 768	Alvarado	TX	76009	126.0313.00701
308 W. College Ave.	Cara Menard	308 W. College Ave.	Alvarado	TX	76009	126.0313.00440
Owner, Applicant, ISD		Mailing Address	City	State	Zip Code	
Owner	Alvarado Old Pueblo Ltd	3206 Cr 530b	Burleson	TX	76028	
Applicant	Keys2Ministry	509 Doris Court	Alvarado	TX	76009	



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

June 22, 2023

Alvarado Old Pueblo Ltd
Attn: Floyd Bartula
3206 CR 530B
Burleson, TX 76028
817.301.2577

The City of Alvarado has received your request for approval of a specific use permit in the General Commercial (C-2) District with the Floodplain (FP) Overlay District for place of worship uses on 0.024 acres known as a Tract 110 of the I. Glaze Survey, A313, addressed at 200 N. Parkway Drive.

NOTICE OF HEARING BEFORE PLANNING AND ZONING COMMISSION

Notice is hereby given that a public hearing will be held before the Planning and Zoning Commission of the City of Alvarado on Tuesday, the 11th day of July 2023, in the Council Chambers, 104 W. College Avenue, at 6:30p.m. regarding this request. The Planning and Zoning Commission will forward a recommendation to the City Council.

NOTICE OF HEARING BEFORE CITY COUNCIL

Notice is hereby given that a public hearing will be held by the City Council of the City of Alvarado on Monday, the 17th day of July 2023, in the Council Chambers, 104 W. College Avenue, at 6:30 p.m., regarding this request.

For more information on the Comprehensive Plan, its land use classifications and its role in the planning and zoning process, you may contact the Community Development Director at 817.240.9585, or at frenchj@cityofalvarado.org.

Sincerely,

Justin French, AICP
Community Development Director
City of Alvarado
frenchj@cityofalvarado.org



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

June 22, 2023

Keys2Ministry
Attn: Michael Percifield
509 Doris Court
Alvarado, TX 76009
817.999.0485
Impercy91@gmail.com

The City of Alvarado has received your request for approval of a specific use permit in the General Commercial (C-2) District with the Floodplain (FP) Overlay District for place of worship uses on 0.024 acres known as a Tract 110 of the I. Glaze Survey, A313, addressed at 200 N. Parkway Drive.

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Sincerely,

Justin French, AICP
Community Development Director
City of Alvarado
frenchj@cityofalvarado.org



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

June 22, 2023

Dear Property Owner,

The City of Alvarado has received the request made by Michael Percifield with Keys2Ministry on behalf of Alvarado Old Pueblo Ltd for approval of a specific use permit in the General Commercial (C-2) District with the Floodplain (FP) Overlay District for place of worship uses on 0.024 acres known as a Tract 110 of the I. Glaze Survey, A313, addressed at 200 N. Parkway Drive.

NOTICE OF HEARING BEFORE PLANNING AND ZONING COMMISSION

Notice is hereby given that a public hearing will be held before the Planning and Zoning Commission of the City of Alvarado on Tuesday, the 11th day of July 2023, in the Council Chambers, 104 W. College Avenue, at 6:30p.m. regarding this request. The Planning and Zoning Commission will forward a recommendation to the City Council.

NOTICE OF HEARING BEFORE CITY COUNCIL

Notice is hereby given that a public hearing will be held by the City Council of the City of Alvarado on Monday, the 17th day of July 2023, in the Council Chambers, 104 W. College Avenue, at 6:30 p.m., regarding this request.

According to City and County Tax Records, you are the owner of property which is located within two hundred (200) feet of the area of the requested zoning change. This is notice of the public hearings, at which any interested persons will be given an opportunity to be heard. In hearing this matter, the Planning and Zoning Commission and City Council may approve the request as submitted, may approve an amended request, or may deny the request.

For more information on the Comprehensive Plan, its land use classifications and its role in the planning and zoning process, you may contact the Community Development Director at 817.240.9585, or at frenchj@cityofalvarado.org.

Sincerely,

Justin French, AICP
Community Development Director
City of Alvarado
frenchj@cityofalvarado.org

ORDINANCE NO. 2023-0017

AN ORDINANCE OF THE CITY OF ALVARADO, TEXAS, APPROVING A SPECIFIC USE PERMIT IN THE GENERAL COMMERCIAL (C-2) DISTRICT WITH THE FLOODPLAIN (FP) OVERLAY DISTRICT FOR PLACE OF WORSHIP USES ON 0.204 ACRES KNOWN AS TRACT 110 OF THE I. GLAZE SURVEY, A-313, ADDRESSED AT 200 N. PARKWAY DRIVE; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING A PENALTY CLAUSE; PROVIDING FOR PUBLICAITON IN THE OFFICAL NEWSPAPER AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Alvarado, Texas is a type 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, pursuant to Chapter 211 of the Texas Local Government Code, the City has previously adopted a Zoning Ordinance for the purpose of promoting health, safety, and general welfare of the citizens of the City of Alvarado to lessen congestion in the streets, to secure safety from fire, panic, and other dangers, provide adequate light and air, to prevent overcrowding of land, to avoid undue concentration of population, and to facilitate the adequate provision of transportation, water, sewers, schools, parks, and other public requirements; and

WHEREAS, in accordance with Chapter 42 of the City's Code of Ordinances, the owner(s) of the 0.204-acre property described herein have filed an application for approval of a specific use permit to allow place of worship uses; and

WHEREAS, the Planning and Zoning Commission of the City of Alvarado, Texas held a public hearing on July 11, 2023, with respect to the proposed specific use permit described herein and recommended _____ by a vote of _____; and

WHEREAS, in accordance with Section 211 of the Texas Local Government Code the City Council of the City of Alvarado, Texas held a public hearing on July 17, 2023, with respect to the specific use permits described herein; and

WHEREAS, the City Council finds it appropriate to approve the specific use permit described herein; and

WHEREAS, the City has complied with all requirements of Chapter 211 of the Local Government Code, City ordinances, and all other laws dealing with notice, publication, and procedural requirements for approval of an ordinance approving a specific use permit; and

WHEREAS, the City Council finds approval of the specific use permit as outlined herein are in the best interest of the City of Alvarado and will promote the health, safety, and general

welfare of the citizens of the City of Alvarado and the general public.

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

SECTION 1

The zoning map of the City of Alvarado is hereby amended by approving a specific use permit in the General Commercial (C-2) District with the Floodplain (FP) Overlay District for place of worship uses on 0.204 acres known as Tract 110 of the I. Glaze Survey, A-313, addressed at 200 N. Parkway Drive.

SECTION 2

The use of the property described above shall be subject to the restrictions, terms and conditions set forth in Exhibit "A" and to all applicable regulations contained in the Zoning Ordinance, as amended, and all other applicable and pertinent ordinances of the City of Alvarado, Texas. In addition, the authorization to conduct the land use described in Section 1 hereof is valid indefinitely following publication as prescribed in Section 7.

SECTION 3

This ordinance shall be cumulative of all other ordinances of the City of Alvarado, Texas, as amended, and shall not repeal any of the provisions of such ordinances, except in those instances where provisions of such ordinances are in direct conflict with the provisions of this Ordinance.

SECTION 4.

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

SECTION 5.

All rights or remedies of the City of Alvarado, Texas are expressly saved as to any and all violations of any ordinance affecting subdivisions or design standards that have accrued at the time of the effective date of this ordinance; and, as to such accrued violations and all pending litigation, both civil and criminal, whether pending in court or not, same shall not be affected by this ordinance but may be prosecuted until final disposition by the courts.

SECTION 6.

Any person, firm, or corporation who violates any provision of this Ordinance as adopted

by the City Council of the City of Alvarado shall be deemed guilty of a misdemeanor and, upon conviction thereof, shall be punished by a fine as provided in Section 9-67 of the Code of Ordinances, City of Alvarado, Texas. Each day any such violation or violations exist shall constitute a separate offense and shall be punishable as such.

SECTION 7.

The City Secretary of the City of Alvarado is hereby directed to the caption, penalty clause, publication clause and effective date clause of this ordinance one time in the official newspaper of the City, as authorized by Section 52.013 of the Local Government Code.

SECTION 8.

This ordinance shall be in full force and effect from and after its passage as required by law,

AND IT IS SO ORDAINED.

PASSED AND APPROVED ON this the 17th day of July, 2023.

CITY OF ALVARADO

By: _____
Jacob Wheat, Mayor

ATTEST:

Beth A. Walls, City Secretary

**“Exhibit A”
Performance and Design Standards**

- 1. This specific use permit allows places of worship in Floodplain Overlay District at 200 N. Parkway Drive.**
- 2. Compliance with off-street parking requirements is assisted by tenants of Suite A and Suite B meeting at different days and/or times. Off-street parking is available in front and behind the building through the adjacent property to the north that is under the same ownership.**
- 3. The parking facility and any necessary fire lanes must remain striped and in good appearance.**
- 4. Refuse facilities must be located behind the building.**

**“Exhibit B”
Site Plan**

(See Next Page)



City Council Meeting Management Report

Meeting Date: July 17, 2023

Contact: Justin French, Community Development Director

AGENDA ITEM:

Consideration and action approving an updated service agreement with Bureau Veritas for all plan review and inspection services available including inspection of subdivision construction plans and onsite sewer facilities.

BACKGROUND & FINDINGS:

The City currently uses Bureau Veritas for health inspections and back up inspections by two separate and limited service agreements. The proposed service agreement combines these services into one agreement that includes all services available through Bureau Veritas. Approval of this service agreement means the City will only pay for services used and the City will have expanded services available to ensure proper inspections are performed in the event City personnel are unable to perform these services.

FINANCIAL IMPACT:

None.

RECOMMENDATION:

Staff suggests the Council approve the attached service agreement with Bureau Veritas.

MANAGEMENT REVIEW:

Paul DeBuff, City Manager

ATTACHMENTS:

Draft Service Agreement with Bureau Veritas



**BUREAU VERITAS NORTH AMERICA, INC.
STANDARD PROFESSIONAL SERVICES AGREEMENT**

This STANDARD PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this _____ day of _____, 2023, by and between Bureau Veritas North America, Inc., ("BVNA"), and the City of Alvarado, Texas, ("Client").

These Terms and Conditions govern the work to be performed by Bureau Veritas North America, Inc. ("BVNA"), as specified in the proposal prepared by BVNA of which these Terms and Conditions are a part thereof.

WHEREAS, the Client desires that BVNA provide independent professional services for Client under the terms of a Standard Professional Services Agreement;

WHEREAS, BVNA represents that it is a professional independent consulting firm and is willing and able to perform such services upon terms and conditions hereinafter set forth;

WHEREAS, all services will be conducted in accordance with these terms and conditions and the agreed upon Scope of Services and Fee Schedule the forms of which are attached as Attachments "A" and "B" respectively.

NOW, THEREFORE, in consideration of the foregoing and of the benefits to each of the parties accruing, the parties hereto do mutually agree as follows:

AGREEMENT

1. **Initiation of Services:** During the term of this Agreement, Client may call upon BVNA to perform specific work from the scope to be defined per project in accordance with the agreed upon fees. Individual projects may be delineated via a specific proposal in accordance with the terms and conditions set forth in this Agreement. BVNA agrees to furnish services in conformity with the terms hereof and the following documents which are incorporated by reference and made a part hereof. No subsequent amendment to this Agreement shall be binding on either BVNA or Client unless reduced to writing and signed by an authorized Representative of BVNA and Client. Any pre-printed forms including, but not limited to: purchase orders, shipping instructions, or sales acknowledgment forms of either party containing terms or conditions at variance with or in addition to those set forth herein shall not in any event be deemed to modify or vary the terms of this Agreement.

2. **Scope of Services:** BVNA shall provide its services at the time, place, and in the manner specified in the proposal.

3. **Term.** This Agreement shall remain in effect from the effective date of the Agreement unless terminated by written notice to the other party at least thirty (30) days prior to termination. Fees may be adjusted annually.

4. **Time of Performance:** The services of BVNA are to commence upon execution of this Agreement and shall continue until all authorized work is completed. BVNA shall use commercially reasonable best efforts

in performing services under these Terms and Conditions, and the Companion Documents ("Agreement"). Companion Documents shall mean any documents accompanying BVNA's Proposal, including but not limited to the Scope of Work, Fee Schedules or any other Exhibits specific to the project. BVNA shall not be responsible for failure to perform its services if i) there is a failure or delay by Client or its contractors in providing BVNA with the necessary access to properties, documentation, information, or materials; ii) Client or its contractors fail to approve or disapprove BVNA's work; or iii) if Client causes delays in any way whatsoever. In any of these events, BVNA's time for completion of its service shall be extended accordingly. BVNA shall not be responsible for failure to perform if such failure is due to any act of God, labor trouble, fire, inclement weather, act of governmental authority, failure of transportation, accident, power failure or interruption, or any other cause reasonably beyond BVNA's control. In any of these events, BVNA's time for completion of its services shall be extended accordingly.

5. Compensation: Compensation to be paid to BVNA shall be in accordance with the Schedule of Fees set forth in accordance with the agreed upon fee schedule per project.

6. Method of Payment: BVNA shall submit monthly billings to Client describing the work performed during the preceding month. Client shall pay BVNA no later than thirty (30) days after receipt of the monthly invoice by Client's staff. If the invoice is not paid within such period, Client shall be liable to BVNA for a late charge accruing from the date of such invoice to the date of payment at the lower of eighteen (18) percent per annum or the maximum rate allowed by law. Further, if the invoice is not paid within such period, BVNA may, at any time, and without waiving any other rights or claims against Client and without thereby incurring any liability to Client, elect to terminate performance of services immediately following written notice from BVNA to Client. Notwithstanding any such termination of services, Client shall pay BVNA for all services rendered by BVNA up to the date of termination of services plus all interest, termination costs and expenses incurred by BVNA. Client shall reimburse BVNA for all costs and expenses of collection, including reasonable attorney's fees. For work requiring a construction permit to be issued, the total fee will be billed when the permit is issued by the Jurisdiction.

7. Construction Monitoring: If BVNA is engaged by Client to provide a site representative for the purpose of monitoring specific portions of any construction work, as set forth in the proposal, then this Section 7 shall apply. If BVNA's engagement does not include such construction monitoring, then this Section shall be null and void. In connection with construction monitoring, BVNA will report observations and professional opinions to Client. BVNA shall report to Client any observed work which, in BVNA's opinion, does not conform to plans and specifications. BVNA shall have no authority to reject or terminate the work of any agent or contractor of Client. No action, statements, or communications of BVNA, or BVNA's site representative, can be construed as modifying any agreement between Client and others. BVNA's presence on the Project site in no way guarantees the completion or quality of the performance of the work of any party retained by Client to provide construction related services. Neither the professional activities of BVNA, nor the presence of BVNA or its employees, representatives, or subcontractors on the Project Site, shall be construed to impose upon BVNA any responsibility for methods of work performance, superintendence, sequencing of construction, or safety conditions at the Project site. Client acknowledges that Client or its general contractor is solely responsible for job site safety, and warrants and agrees that such responsibility shall be made evident in any Project owner's agreement with the general contractor. Client also agrees to make BVNA an additional insured under any general contractor's General Liability insurance policy. Prior to the commencement of the Work, Client shall provide BVNA with a certificate of insurance evidencing the required insurance. Such certificates shall be issued by an insurance carrier(s) acceptable to BVNA and shall be endorsed to include: (1) BVNA as additional insured; (2) thirty (30) days prior written notice of cancellation or material change in any of the coverages; and (3) a waiver of subrogation as to BVNA. Each policy of insurance required shall be written by an insurance company with a minimum rating by A.M. Bests & Company of A-VI. This insurance shall be primary to any insurance available to BVNA. In the event BVNA expressly assumes any health and safety responsibilities for hazardous materials or other items specified in this Agreement, the acceptance of such responsibility does not and shall not be deemed an acceptance of responsibility for any other

health and safety requirements, such as, but not limited to, those relating to excavation, trenching, drilling or backfilling.

8. Ownership of Documents: All plans, studies, documents and other writings prepared by BVNA, its officers, employees and agents and subcontractors in the course of implementing this Agreement shall remain the property of BVNA. The Client acknowledges that all intellectual property rights related to the performance of the Agreement, including but not limited to the names, service marks, trademarks, inventions, logos and copyrights of BVNA and its affiliates, (collectively, the “**Rights**”) are and shall remain the sole property of BVNA or its affiliates and shall not be used by the Client, except solely to the extent that the Client obtains the prior written approval of BVNA and then only in the manner prescribed by BVNA. If BVNA terminates the Agreement in accordance with the provisions of Article 29 below, any such license granted by BVNA to the Client shall automatically terminate.

9. Use of Data or Services: BVNA shall not be responsible for any loss, liability, damage, expense or cost arising from any use of BVNA’s analyses, reports, certifications, advice or reliance upon BVNA’s services, which is contrary to, or inconsistent with, or beyond the provisions and purposes set forth therein or included in these Terms and Conditions, or in the Companion Documents. Client understands and agrees that BVNA’s analyses, reports, certifications and services shall be used solely by the Client, and only Client is allowed to rely on such work product. If a third party relies on the services, analyses, reports or certifications without BVNA’s written permission, then Client agrees to defend and indemnify BVNA from any claims or actions that are brought as a result of such reliance.

10. Independent Contractor: It is understood that BVNA, in the performance of the work and services agreed to be performed, shall act as and be an independent contractor and shall not act as an agent or employee of the Client. BVNA shall obtain no rights to retirement benefits or other benefits which accrue to Client’s employees, and BVNA hereby expressly waives any claim it may have to any such rights.

11. Standard of Care: BVNA REPRESENTS THAT THE SERVICES, FINDINGS, RECOMMENDATIONS AND/OR ADVICE PROVIDED TO CLIENT WILL BE PREPARED, PERFORMED, AND RENDERED IN ACCORDANCE WITH PROCEDURES, PROTOCOLS AND PRACTICES ORDINARILY EXERCISED BY PROFESSIONALS IN BVNA’S PROFESSION FOR USE IN SIMILAR ASSIGNMENTS AND PREPARED UNDER SIMILAR CONDITIONS AT THE SAME TIME AND LOCALITY. CLIENT ACKNOWLEDGES AND AGREES THAT BVNA HAS MADE NO OTHER IMPLIED OR EXPRESSED REPRESENTATION, WARRANTY OR CONDITION WITH RESPECT TO THE SERVICES, FINDINGS, RECOMMENDATIONS OR ADVICE TO BE PROVIDED BY BVNA PURSUANT TO THIS AGREEMENT.

12. Indemnity: Subject to the Limitation of Liability included in this Agreement, **BVNA** shall indemnify and hold harmless Client from and against losses, liabilities, and reasonable costs and expenses (for property damage and bodily injury, including reasonable attorney’s fees), to the extent directly and proximately caused by BVNA’s negligent performance of services or breach of warranty under this Agreement.

BVNA shall not be obligated to defend the Client until there is an actual finding of negligence or if the parties agree otherwise. Client shall defend, indemnify and hold harmless BVNA, its employees, directors, officers, and agents, from and against claims, losses, liabilities, and reasonable costs and expenses (including reasonable attorney’s fees) that are: i) related to, or caused by the negligence or willful misconduct of Client, its employees, or agents; ii) related to this Agreement or the work to be performed by BVNA for which BVNA is not expressly responsible; or iii) the expressed responsibility of the Client under this Agreement.

13. Limitation of Liability: To the fullest extent permitted by law and notwithstanding anything else in this Agreement to the contrary, the total aggregate liability of BVNA, its affiliates, employees, officers, directors and agents (Collectively referred to in this paragraph as “BVNA”) for all claims for negligent

professional acts, errors or omissions arising out of this Agreement is limited to \$50,000 or the amount of the total fees hereunder, whichever is greater.

14. Insurance: BVNA, at BVNA's own cost and expense, shall procure and maintain, for the duration of the contract, the following insurance policies with insurers possessing a Best's rating of no less than A:VII:

- a. **Workers' Compensation Coverage:** BVNA shall maintain Workers' Compensation and Employer's Liability Insurance for its employees in accordance with the laws of the state where the services are being performed. Any notice of cancellation or non-renewal of all Workers' Compensation policies will be sent to the Client in accordance with the policy provisions.
- b. **General Liability Coverage:** BVNA shall maintain Commercial General Liability insurance in an amount not less than one million dollars (\$1,000,000) per occurrence for bodily injury, personal injury and property damage.
- c. **Automobile Liability Coverage:** BVNA shall maintain Automobile Liability insurance covering bodily injury and property damage for activities of BVNA employee arising out of or in connection with the work to be performed under this Agreement, including coverage for owned, hired and non-owned vehicles, in an amount not less than one million dollars (\$1,000,000) combined single limit for each occurrence.
- d. **Professional Liability Coverage:** BVNA shall maintain Professional Errors and Omissions Liability for protection against claims alleging negligent acts, errors or omissions which may arise from BVNA's services under this Agreement. The amount of this insurance shall not be less than one million dollars (\$1,000,000) on a claims-made annual aggregate basis.

BVNA shall name Client as additional insured and other parties that it deems appropriate to be additionally insured under BVNA's Commercial General Liability policy and Automobile Liability policy, if requested to do so by Client. The Client, on its own behalf and on the behalf of any others that are named as additionally insured at Client's request, agrees that providing such insurance or the additional insured endorsement shall in no way be construed as an assumption by BVNA of any liability for the negligence or willful misconduct or any wrongful behavior on the part of Client or others that are named additionally insured.

15. Consequential and Punitive Damages: Neither BVNA nor Client shall be liable under any circumstances for loss of profits, loss of product, consequential damages of any kind, indirect damages of any kind or special damages of any kind to the other party, or to any third party. No punitive or exemplary damages of any kind shall be recoverable against either party under any circumstances.

16. Cause of Action: If Client makes a claim against BVNA, for any alleged error, omission, or other act arising out of the performance of its professional services and to the extent the Client fails to prove such claim, then the Client shall pay all costs including attorney's fees incurred by BVNA in defending the claim. Any cause of action brought against BVNA shall be brought within one (1) year of the work or services performed under this Agreement.

17. Compliance with Laws: BVNA shall use the standard of care in its profession to comply with all applicable federal, state and local laws, codes, ordinance and regulations in effect as of the date services are provided.

18. Resolution of Disputes: All claims, disputes, controversies or matters in question arising out of, or relating to, this Agreement or any breach thereof, including but not limited to disputes arising out of alleged design defects, breaches of contract, errors, omissions, or acts of professional negligence, except

those disputes which arise out of or are related to collection matters or fees alone under this Agreement, (collectively "Disputes") shall be submitted to mediation before and as a condition precedent to pursuing any other remedy. Upon written request by either party to this Agreement for mediation of any dispute, Client and BVNA shall select a neutral mediator by mutual agreement. Such selection shall be made within ten (10) calendar days of the date of receipt by the other party of the written request for mediation. In the event of failure to reach such agreement or in any instance when the selected mediator is unable or unwilling to serve and a replacement mediator cannot be agreed upon by Client and BVNA within ten (10) calendar days, a mediator shall be chosen as specified in the Mediation Rules of the American Arbitration Association then in effect, or any other appropriate rules upon which the parties may agree.

Should either party to this Agreement commence any legal action against the other party arising out of this Agreement, the prevailing party shall be entitled to recover its reasonable litigation expenses, including court costs, expert witness fees, discovery expenses, and attorney's fees.

19. Governing Law: This Agreement shall be governed by and construed in accordance with the laws of the state where the BVNA office originating the work or proposal is located.

20. Releases: All lien releases will be limited to payment issues; no additional terms and conditions may be added to a release of lien.

21. Waiver of Jury Trial: Each party waives its right to a jury trial in any court action arising between the parties, whether under this Agreement or otherwise related to the work being performed under this Agreement.

22. Third Party Beneficiary: It is expressly understood and agreed that the enforcement of these terms and conditions shall be reserved to the Client and BVNA. Nothing contained in the Agreement shall give or allow any claim or right of action whatsoever by any third person. It is the express intent of the Client and BVNA that any such person or entity, other than Client or BVNA, receiving services or benefits under this Agreement shall be deemed an incidental beneficiary.

23. Written Notification: Any notice, demand, request, consent, approval or communication that either party desires or is required to give to the other party shall be in writing and either served personally or sent prepaid, first class mail. Any such notice, demand, etc., shall be addressed to the other party at the address set forth in the proposal. Either party may change its address by notifying the other party of the change of address. Notice shall be deemed communicated within 48 hours from the time of mailing if mailed as provided in this section.

If to Client:

If to BVNA:

Bureau Veritas North America, Inc.
Attn: Contract Processing
1000 Jupiter Road, Suite 900
Plano, TX 75074

With cc to:

Bureau Veritas North America, Inc.
Attention: Legal Department
1601 Sawgrass Corporate Parkway, Suite 400
Fort Lauderdale, FL 33323

24. Confidential Information: Neither party shall disclose information identified as confidential to anyone except those individuals who need such information to perform the Services; nor should either party use such confidential information, except in connection with the Work, the performance of the Services or as authorized by the other party in writing. Regardless of the term of this Agreement, each party shall be bound by this obligation until such time as the confidential information shall become part of the public domain. Confidential information shall not include information which is either: (i) known to the public; (ii) was known to the receiving party prior to its disclosure; or (iii) received in good faith from a third party. If either party is required to produce information by valid subpoena or Court order, parties agree to first provide prompt notice to other party in order to allow the party to seek a protective order or other appropriate remedy. This shall not prevent either party from disclosing information to the extent reasonably necessary to substantiate a claim or defense in any adjudicatory proceeding. Client agrees that BVNA shall be permitted to use Client's name and logos in BVNA's marketing materials unless advised or prohibited against it by the Client in writing. The technical and pricing information contained in any proposal or other documents submitted to the Client by BVNA shall be considered confidential and proprietary and shall not be released or disclosed to a third party without BVNA's written consent.

25. Assignment: Neither party may assign this Agreement or any right or obligation hereunder without the prior written consent of the other party, which shall not be unreasonably withheld or delayed; provided, however, that no consent shall be necessary in the event of an assignment to a successor entity resulting from a merger, acquisition or consolidation by either party or an assignment to an Affiliate of either party if such successor or Affiliate assumes all obligations under this Agreement. Any attempted assignment, which requires consent hereunder, shall be void and shall constitute a material breach of this Agreement if such consent is not obtained.

26. Non-Solicitation/Hiring of Employees:

(a) To promote an optimum working relationship, the Client agrees in good faith that for the term of this Agreement and one year after the completion or termination of the Agreement not to directly or indirectly employ or otherwise engage any current employee of BVNA or any former employee of BVNA who left the employ of BVNA within the six (6) months prior to and including the date of the execution of the Agreement. The loss of any such employee would involve considerable financial loss of an amount that could not be readily established by BVNA. Therefore, in the event that Client should breach this provision and without limiting any other remedy that may be available to BVNA, the Client shall pay to BVNA a sum equal to the employee's current annual salary plus twelve (12) additional months of the employee's current annual salary for training of a new employee as liquidated damages.

(b) BVNA's employees shall not be retained as expert witnesses except by separate written agreement. Client agrees to pay BVNA's legal expenses, administrative costs and fees pursuant to BVNA's then current fee schedule for BVNA to respond to any subpoena.

27. Prevailing Wage: This Agreement and any proposals hereunder specifically exclude compliance with any project labor agreement or other union or apprenticeship requirements. In addition, unless explicitly agreed to in the body of the proposal, this Agreement and any proposals hereunder specifically exclude compliance with any State or Federal prevailing wage law or associated requirements, including the Davis Bacon Act. Due to the professional nature of its services BVNA is generally exempt from the Davis Bacon Act and other prevailing wage schemes. It is agreed that no applicable prevailing wage classification or wage rate has been provided to BVNA, and that all wages and cost estimates contained herein are based solely upon standard, no-prevailing wage rates. Should it later be determined by the Client or any applicable agency that in fact prevailing wage applies, then it is agreed that the contract value of this agreement shall be equitably adjusted to account for such changed circumstance. These exclusions shall survive the completion of the project and shall be merged into any subsequently executed documents between the parties, regardless of the terms of such agreement. Client will reimburse, defend, indemnify and hold

harmless BVNA from any liability resulting from a subsequent determination that prevailing wage regulations cover the Projects, including all costs, fines and reasonable attorney's fees.

28. Waiver: No failure on the part of either party to exercise any right or remedy hereunder shall operate as a waiver of any other right or remedy that party may have hereunder.

29. Amendments: This Agreement may be modified or amended only by a written document executed by both BVNA and Client.

30. Entire Agreement: This Agreement constitutes the complete and exclusive statement of Agreement between the Client and BVNA. All prior written and oral communications, including correspondence, drafts, memoranda, and representations, are superseded in total by this Agreement.

31. Termination: This Agreement may be terminated immediately for cause or by either party without cause upon fifteen (15) days written notice of termination. Upon termination, BVNA shall be entitled to compensation for services performed up to the effective date of termination.

(a) Termination by Client: If the Client terminates this agreement without cause, the Client shall have two options concerning work and assignments that are in-progress. The Client shall select from: (1) Allowing BVNA the opportunity to complete all work and assignments in-progress that may be completed by another provider after the effective date of BVNA's termination; or (2) Providing BVNA with a complete and unconditional release from any and all liability and indemnification requirements regarding all work and assignments that remain in-progress upon BVNA's termination effective date. In the event that Client is silent on termination or does not make an affirmative selection, option (2) providing BVNA with a complete and unconditional release from any and all liability and indemnification requirements will be the default and active selection.

(b) Termination by BVNA: If BVNA terminates without cause, BVNA will provide client with a thirty (30) day transition period from the notice of termination to allow Client sufficient time to secure a new Service Provider. During this transition period, BVNA and Client's responsibilities under this agreement will remain in full force and effect. At the end of the thirty (30) day transition period BVNA will cease all activities. In the event Client shall request BVNA to continue to provide any Services beyond the expiration of the transition period, including any extensions, then BVNA and Client may negotiate in good faith terms of any such extension, including the pricing of Services.

32. Interpretation of Agreement: This Agreement shall be interpreted as though prepared by all parties and shall not be construed unfavorably against either party.

33. Severability of Agreement: If any provision or provisions of this Agreement shall be held to be invalid, illegal, unenforceable or in conflict with the laws of any jurisdiction, the validity, legality and enforceability of the remaining provisions shall not in any way be effected and shall remain in full force and effect.

[signatures on following page]

IN WITNESS WHEREOF, the parties hereby execute this agreement upon the terms and conditions stated above and the Attachments following the signatures below.

BUREAU VERITAS NORTH AMERICA, INC.	CLIENT
Signature:	Signature:
Name:	Name:
Title:	Title:
Date:	Date:
Address:	Address:
Telephone:	Telephone:
Email:	Email:
DTQR	
Date	

ATTACHMENT A

SCOPE OF SERVICES

CONSTRUCTION CODE SERVICES

BVNA and the representatives of BVNA are charged with the enforcement of the provisions of the Jurisdiction's Building Code, Residential Code, Mechanical Code, Electrical Code, Plumbing Code, Fuel Gas Code and Energy Code, acting in good faith and without malice in the discharge of the duties required by these codes or other pertinent law or ordinance shall not thereby be rendered personally liable for damages that may accrue to persons or property as a result of an act or by reason of an act or omission in the discharge of such duties.

Plan Review

Non-Structural Plan Review services shall be conducted as required by the Jurisdiction's Building Code, Residential Code, Mechanical Code, Electrical Code, Plumbing Code, Fuel Gas Code and Energy Code, and other provided code related documents, as approved by the Jurisdiction. Applicants will be notified of Plan Review Comments and are responsible for addressing comments to the satisfaction of the Jurisdiction. The Jurisdiction has final interpretive authority over all plans and specifications. Permits are issued by the Jurisdiction.

Inspections

Inspection services shall be conducted as required by the Jurisdiction's Building Code, Residential Code, Mechanical Code, Electrical Code, Plumbing Code, Fuel Gas Code and Energy Code. Special inspections as specified in chapter 17 and non-prescriptive structural inspections of the adopted International Building Code are not included and may be required as specified in the International Building Code. Any violations of the Jurisdiction's codes or concealment of any work prior to approval by BVNA will be reported to the Building Official of the Jurisdiction. The Building Official of the Jurisdiction is the final interpretive authority and the Certificate of Occupancy will be issued at the discretion of the Jurisdiction.

FIRE SERVICES

Fire Services Plan Review

Commercial, Multi-Family and Single Family Fire Sprinkler System Plan Review, Commercial Fire Alarm Plan Review, Commercial Underground Fire Sprinkler System Plan Review, Commercial Alternative Fire Extinguishing Systems (includes Kitchen Fire Suppression System, Clean Agent Systems, and CO2 Systems) Plan Review and Commercial Above and Below Ground Fuel Storage Tank Plan Review shall be conducted as required by the Jurisdiction's Fire Code, and other provided code related documents, as approved by the Jurisdiction. Applicants will be notified of Plan Review Comments and are responsible for addressing comments to the satisfaction of the Jurisdiction. The Jurisdiction has final interpretive authority over all plans and specifications. Permits are issued by the Jurisdiction. (The State of Texas requires the design and installation of Underground Fire Sprinkler Supply Line plans to be performed by a Licensed Underground Fire Sprinkler Contractor.)

Fire Services Inspections

Commercial, Multi-Family and Single Family Fire Sprinkler System Inspection, Commercial Fire Alarm Inspection, Commercial Underground Fire Sprinkler System Inspection, Commercial Alternative Fire Extinguishing Systems (includes Kitchen Fire Suppression System, Clean Agent Systems, and CO2 Systems) Inspection, Commercial Above and Below Ground Fuel Storage Tank Inspection and Commercial Fire Certificate of Occupancy Inspection services shall be conducted as required by the Jurisdiction's Fire Code. Any violations of the Jurisdiction's codes or concealment of any work prior to approval by BVNA will be reported to the Building Official of the Jurisdiction. The Building Official of the

Jurisdiction is the final interpretive authority. (The State of Texas requires the design and installation of Underground Fire Sprinkler Supply Line plans to be performed by a Licensed Underground Fire Sprinkler Contractor.)

Annual Fire Safety Inspections

Annual Fire Safety Inspections will be conducted in accordance with the Jurisdiction's Fire Code for commercial establishments and public buildings subject to an annual operation permit.

Fire Code Plan Review Services and Inspection Services

Site and building Plan Review and Inspection services shall be conducted as required by the Jurisdiction's Fire Code. Any violations of the Jurisdiction's codes or concealment of any work prior to approval by BVNA will be reported to the Building Official of the Jurisdiction. The Building Official of the Jurisdiction is the final interpretive authority.

HEALTH SERVICES

BVNA will have an exclusive agreement with Client to ensure compliance with the provisions of the Jurisdiction's Adopted Food Establishment Ordinance. In absence of said ordinance, the provisions of Title 25 Texas Administrative Code Chapter 228, regarding the regulation of food establishments, known as the Texas Food Establishment Rules (TFER), will be enforced. The Texas Administrative Code (TAC), Standards for Public Pools and Spas, Section 265.181 - 265.211 will be enforced for public swimming pools and spas.

BVNA services include the following per permitted installation:

- Review plans for compliance with the applicable laws and rules required.
- Perform inspections to determine compliance with the applicable laws and rules required.
- Inspections will be performed by a Texas Registered Sanitarian
- Update or create the required Health forms.
- Web-based project tracking of Health permits.
- Provide written report of any deficiencies.
- Investigation of complaints on permitted facilities.

The Client will have final interpretive authority over all plans, specifications and inspections and is charged with the issuance of all permits and certificates of occupancy.

PUBLIC WORKS SERVICES

Upon receipt of written Notice to Proceed from Client, BVNA will provide Inspection services relative to Public Works Services as outlined below to verify conformance with approved plans, specifications and local ordinances provided by Client.

Inspections

Inspection services include, but are not limited to: making site observations, writing correction notices and field reports, attending meetings and answering inquiries in person or by telephone.

Plan Review

Plan Review services include, but are not limited to: verification of plan compliance with adopted public works standards, attendance at pre-plan design meetings and follow up on design issues.

Technical Support

BVNA will be available for pre-construction or field site meetings and will provide field staff for observation purposes as needed.

ON-SITE SEWAGE FACILITY (OSSF) SERVICES

To ensure compliance with the Texas Commission on Environmental Quality (TCEQ), our services include the following per On-Site Sewage Facility (OSSF) permitted installation.

- Review plans for compliance with the applicable laws and rules required by the TCEQ.
- Perform inspections on installations to determine compliance with the applicable laws and rules required by the TCEQ.
- Update or create the required OSSF forms to meet the TCEQ regulations.
- Web-based project tracking of OSSF new facility installation permits.
- Inspection performed within 48 hours of the request.
- No charge for re-inspections.
- Provide written report of any deficiencies.
- Investigation of complaints on permitted facilities.
- On-line submission of the Authorized Agent's Monthly OSSF Activity Report to TCEQ.

The following are excluded from this agreement and are the responsibility of the Client.

- Maintenance of records for OSSF installations.
- Collection and remittance of the required TCEQ Wastewater Treatment Fee.
- Participate in enforcement litigation resulting from OSSF deficiencies.

PLANNING AND MAPPING SERVICES

Comprehensive Planning and Mapping services shall be provided as outlined below.

Base Mapping

- BV shall prepare a corporate area base map, which shall show at least the features (a) through (k) below:
 - a) Highway and street rights-of-way;
 - b) Highway designations and street names;
 - c) All major drainage ways;
 - d) Major bodies of water;
 - e) Block and lot lines for all platted subdivisions as available;
 - f) Property lines within unplatted subdivisions as available;
 - g) The width of all major utility easements;
 - h) Railroad rights-of-way;
 - i) All subdivisions and their names;
 - j) Corporate limits;
 - k) Other major facilities or features to include but not necessarily limited to:
 - 1. Major park and recreation areas and facilities;
 - 2. Water Treatment plants;
 - 3. Sewage Treatment plants;
 - 4. Extraterritorial jurisdiction line, as appropriate; and
 - 5. Other significant features.

Housing Inventory, Analysis and Plan

- BV shall prepare a housing conditions inventory, analysis and plan.

- BV shall develop criteria to be used in the classification of building conditions and formulate definitions for each classification. As a minimum, the four following classifications shall be utilized within the study:
 - a) Standard,
 - b) Minor Deteriorating,
 - c) Major Deteriorating, and
 - d) Dilapidated.
- BV shall perform an assessment of the exterior of all residential buildings within the city to determine the physical condition of each building or structure. BV will record vacant and abandoned residential units as the assessment is being made.
- BV shall use the base map to create a Housing Conditions Map depicting all housing conditions as inventoried and showing all housing and its classification as defined by the developed criteria.
- BV shall conduct an analysis of housing data to determine problems and housing needs of the current and prospective population.
- BV shall prepare a goal(s) statement and annual housing related objectives. To the extent possible, objectives shall be stated in quantifiable terms and target dates set for their achievement.
- BV shall identify future implementation actions and probable costs, both public and private, to be taken annually over the next three to five years. These activities shall result in the preparation of an overall program design for housing related activities.

Population

- BV shall compare census data of the locality from 1960 to present. BV will provide number of persons in each of the sex, race and Hispanic origin categories.
- BV shall determine existing population estimates of the locality by occupied dwelling units. A realistic assessment of the locality's existing population shall be made by reliable methods.
- BV shall estimate the locality's future population by five-year increments for the next fifteen to twenty years based on existing trends.
- BV will use the base map for illustrative purposes a Population Distribution Map showing the existing and projected population distribution for the planning period.

Land Use Inventory, Analysis and Plan

- BV shall assess and inspect each plot, tract and parcel of land within the project area to determine its use. The project area should include the city's extraterritorial jurisdiction (ETJ).
- BV shall use categories in classifying land uses shall include, as a minimum, the following:
 - a) Vacant (vacant developed or vacant undeveloped);
 - b) Agriculture (cultivated and range land - five or more acres);
 - c) Residential (single family, two family, multi-family, manufactured and mobile homes);
 - d) Commercial; (retail and services);
 - e) Industrial; (light and heavy);
 - f) Public and Semi-Public (schools, parks and public buildings); and
 - g) Other such additional or subcategories as may be deemed necessary to accurately reflect the existing pattern of land areas.
- BV shall prepare a color-coded Existing Land Use Map of the corporate and ETJ area using the base map. Colors should conform to standard code.
- BV shall make a tabulation of the existing land uses to show:
 - a) Total acreage by use;
 - b) Percentage of acreage in each land use;
 - c) Acres per 100 persons, or other standard for comparison purposes; and
 - d) Developed and undeveloped land as a percent of the total land.
- BV will make an analysis of the community regarding past and potential developments and will report on factors affecting the development of land, such as those below:
 - a) Occupied dwelling units;
 - b) Existing land use;
 - c) Thoroughfares
 - d) Existing and anticipated population;
 - e) Soil characteristics as related to developments;
 - f) Adequacy of public utilities;
 - g) Adequacy of public facilities;
 - h) Storm drainage problem areas;
 - i) Natural and man-made constraints.
- BV shall prepare a goal(s) statement and annual land use related objectives and, using the base map at, BV shall prepare a color-coded Future Land Use Map to illustrate the future physical development of the locality during the planning period.

B. Economic Development

1. Historic Development And General Characteristics

- Studies and plans being prepared under this contract should be coordinated with previously developed studies and plans, including any available with the appropriate state office, the regional planning council, etc.
- BV shall make a review and analysis of the factors which have contributed to the present development of the planning area to include the following:
 - Development of the economy;
 - Physical growth of the community;
 - The relationship of the community to the region.

2. Economic Base, "Barrier Analysis"

- BV will prepare an inventory of the social, economic, governmental, and industrial elements of the area's development and potential. The inventory shall, to the extent possible, examine the number of people employed in the retail trade, manufacturing, construction and government, the dollar volume of various local employers, and employee income levels. The inventory shall, as a minimum, include, but need not be limited to, the following, as available and appropriate:
 - a) Retail facilities;
 - b) Wholesale facilities;
 - c) Service facilities;
 - d) Financial facilities;
 - e) Manufacturing facilities;
 - f) The physical facilities and rates for the following utilities and communication services:
 - 1. Electric;
 - 2. Water;
 - 3. Natural gas;
 - 4. Sewage and garbage disposal;
 - g) Transportation;
 - h) Quantity, quality and availability of raw materials;
 - i) Labor supply by sex, industry, and skills;
 - j) Available industrial sites and buildings to include:
 - 1. Location;
 - 2. Utility connections;
 - 3. Transportation;
 - 4. Availability.
- BV will determine to the extent possible the relationship of the elements inventoried to economic development potential.
- A "barrier analysis" shall be prepared which rates the following cost factors and operating condition factors, as appropriate. The ratings shall be assigned based on a comparison with regional, state, and/or national standards.
 - a) Cost Factors:
 - 1. Wage levels (g) Land/site costs
 - 2. Electricity costs (h) Local property taxes
 - 3. Fuel costs (i) Financing costs
 - 4. Water costs (j) State costs
 - 5. Sewer costs (k) Other(s), as appropriate
 - 6. Building costs
 - b) Operating Condition Factors:
 - 1. Unskilled labor supply (k) Availability of air service
 - 2. Skilled labor (l) Vocational education facilities
 - 3. Productivity (m) Site availability
 - 4. Unionization (n) School facilities
 - 5. Labor-management relations (o) Medical services
 - 6. Electric power availability (p) Natural features, resources, geography, etc.
 - 7. Water and sewer availability (q) Others, such as, telecommunications,
 - 8. Gas availability aesthetics, community receptivity, laws,
 - 9. Common motor carrier service community organizations, debt, etc.
 - 10. Rail/freight service
 - c) BV shall determine whether the city should use other standards and analysis tools in addition to those above to derive an alternative comparison.
 - d) BV shall coordinate with community leaders and draw some conclusions as a result of the inventory and analysis required above; and,

- e) Determine whether the pattern of economic growth should be altered.
- f) BV shall suggest what type of policies and/or codes should be implemented to improve conditions for the encouragement of economic opportunities and local business expansion and attraction.

3. PLAN

- BV shall develop an economic development plan with goals and objectives. To the extent possible, objectives shall be stated in quantifiable terms and target dates set for their achievement.
- The implementation strategy should focus on private and public investment and resources.
- The plan shall include graphics, if appropriate, and shall suggest a response to the inventory and analysis above and provide appropriate or possible:
 - a) Public/private sector projects and their costs;
 - b) Financing sources and incentives; and
 - c) Changes to policies, codes and ordinances that could improve the economic climate.

C. Central Business District

1. Commercial Area Inventory

- BV shall make an assessment of the Central Business District (CBD) that should include its area of immediately adjacent influence to include but not necessarily limited to the following:
 - a) The existing land use of the Central Business District;
 - b) Street rights-of-way and pavement widths, where applicable;
 - c) Locations and condition of sidewalks, curbs and gutters;
 - d) On and off-street parking;
 - e) Condition of buildings;
 - f) Location of traffic controls by types; and
 - g) Traffic volumes and turning movements for major streets, where available;
 - h) Physical geographic features of the community that could have a positive or negative effect on the integrity of the CBD.
- BV shall show the above inventory on a symbol-coded map.
- BV shall prepare a drawing to show the relationship of the CBD to other supportive and competitive development within the community.

2. Analysis

- BV shall analyze the findings above and should determine:
 - a) The Central Business District and its relationship to community development to determine if improvements or rearrangement of commercial facilities are needed;
 - b) A ratio of existing and projected commercial acreage;
 - c) A ratio of used and vacant commercial floor area in the central business district; and
 - d) Other significant details and their impact on the vitality of the central business district as they become evident during the course of the study.

3. Central Business District Plan

- BV shall prepare a goal(s) statement and annual Central Business District related objectives.
- To the extent possible, objectives shall be stated in quantifiable terms and target dates set for their achievement.
- In relation to recognized problems, goals and objectives, BV shall prepare recommendations that could improve the aesthetic values and physical integrity of the Central Business District considering possible:
 - a) Improvement to facades and alleyways;
 - b) Pedestrian walkways;
 - c) Landscape treatment of street medians, pedestrian ways and rest areas; and/or
 - d) Removal of obsolete buildings and overhead utility lines.
- BV shall prepare a Central Business District Plan to graphically illustrate the redevelopment of the area in relation to the formulated goals and objectives. The Central Business District

- Plan map(s) shall, as a minimum include but not necessarily be limited to:
 - a) Any necessary rearrangement of land uses to improve compatibility;
 - b) Any necessary building relocation or reorientation in order to improve their usefulness; and
 - c) On and off-street parking areas.
- BV shall present phased improvements, estimated costs and sources of funding.

D. Street System

1. Street Study

- BV shall make an inventory of the physical characteristics of the street system to record, but not necessarily be limited to the following:
 - a) Rights-of-way widths, as available;
 - b) Paving widths, types and condition of pavement;
 - c) Curb and gutter and/or borrow (roadside) ditches;
 - d) Other information concerning configuration, traffic flow, and street conditions, including possible impediments to traffic flow, particularly in an emergency situation, as appropriate and/or available.
- Data and information from the Texas Department of Transportation shall be used to the maximum extent feasible.
- Using the base map for illustrative purposes, BV shall prepare a Street Conditions Map showing the existing street system inventory.

2. Street System Analysis

- BV shall make an analysis of the street system and list and rank problems and should present possible alternative actions and costs in providing solutions.
- BV shall determine the adequacy of the system to meet existing and forecasted needs, including during emergency situations, and make recommendations for any needed improvements concerning configuration, traffic flow, and street conditions. Recommendation should prepare for contingencies, including planning evacuation routes.

3. Street Plan

- BV shall prepare a goal(s) statement and street-related objectives for the planning period and should include construction-related and policy-related recommendations regarding streets' improvements. To the extent possible, objectives shall be stated in quantifiable terms and target dates set for their achievement. General improvements to meet standards and disaster resiliency needs for at least the first five to ten years shall be stated and include:
 - a) Priorities;
 - b) Estimated costs; and
 - c) Sources of possible funding.
- Using the base map BV shall prepare a Future Street Conditions Map.
- The plan shall provide for the elimination of deficiencies and recommended improvements to meet forecasted needs. Improvements shall be in accordance with accepted municipal standards and shall be shown by phases.

E. Thoroughfare System

1. Inventory Of Major And Collector Streets

- BV shall prepare standards or criteria to determine the definition for major and collector streets and shall include the information in the narrative section of the study.
- BV shall conduct a study of major and collector streets to determine the present condition of these streets within the planning area. The study should include but not necessarily be limited to:
 - a) Peak hour and average daily traffic counts, where available;
 - b) Right-of-way widths;
 - c) Paving widths, types and condition of pavement;
 - d) Traffic control data;
 - e) Parking restrictions;

- f) Curb and gutter;
- g) Origin and destination information, where available;
- h) Land use and traffic generator information;
- i) Truck routes; and,
- j) Emergency routes.
- Information from prior studies, the county, Texas Department of Transportation and other available sources shall be used to the maximum extent feasible.
- Using the base map for illustrative purposes, BV shall prepare a Thoroughfare Conditions Map to show b. (1) through (9), above, as applicable.

2. Thoroughfare Analysis

- BV shall list and rank problems related to the thoroughfares system.
- To determine the size and quality of streets needed in the project area, an analysis shall be made for all major and collector streets, their locations, adequacy or inadequacy for existing and forecasted population, land uses, etc. As a minimum, the following should be considered, where appropriate:
 - a) Texas Department of Transportation traffic counts, local traffic habits, and other factors;
 - b) Circulation studies prepared previously; and
 - c) Street standards approved by the locality and State.

3. Thoroughfare Plan

- BV shall prepare a goal(s) statement and thoroughfare system-related objectives for the planning period and should include construction-related and policy-related recommendations regarding thoroughfare system improvements. To the extent possible, objectives shall be stated in quantifiable terms and target dates set for their achievement. General improvements to meet standards and disaster resiliency needs for at least the first five to ten years shall be stated and include:
 - a) Priorities;
 - b) Estimated costs; and
 - c) Sources of possible funding.
- In relation to the analysis of existing and anticipated land use, school and park locations, travel habits, employment centers, traffic generators, traffic volumes; and in coordination with plans of the Texas Department of Transportation, and other available studies, BV shall prepare a plan for a system of thoroughfares, major and collector streets to meet the future circulation needs of the planning area.
- Using the base map at its contracted scale for illustrative purposes, BV shall show phased improvements on a Future Thoroughfares Map.
- BV will prepare sketch plans for improved channeling of traffic at intersections where problems exist or are anticipated during if needed.

F. Water System

1. Water System Inventory

- BV shall make a review of all prior studies and other available data on the existing water system.
- BV shall make an inventory of the physical characteristics of the system to include, but not necessarily be limited to the following:
 - a) Location of lines, valves, fire hydrants, and line sizes;
 - b) location and capacity of ground and elevated storage facilities;
 - c) Location and capacity of wells and pumps;
 - d) Location and capacity of water treatment facilities, as appropriate;
 - e) Location and capacity of generators;
 - f) Condition of system elements and other system data, as available.

- Using the base map for illustrative purposes, BV shall prepare a Water System Map showing existing facilities as specified in the inventory required above. Mapping shall show all facilities and illustrate the entire area that the facilities serve.
- BV shall report appropriate standards and criteria used to determine the water system needs and include them in the narrative section of the report, including the name of publications where standards can be found. Reference shall be made to the existing and required Drought Contingency and Water Conservation Plan.

2. Water System Analysis

- BV shall make an analysis of the water system and list and rank problems and should present possible alternative actions and costs in providing solutions, while particularly considering the water system's ability to provide reliable service, including fire protection within state standards during drought conditions. As a minimum, the following should be considered in determining problems connected with the water system:
 - a) Water quality;
 - b) Storage facilities;
 - c) Availability of water; future needs;
 - d) Water pressure;
 - e) Water costs to city;
 - f) Water cost to customers and review of current and
 - g) Operation procedures.
- Distribution lines;
- Ability to function under disaster situations, such as, flood, fire, tornado, power outages, etc.
- BV shall determine the adequacy of the system to meet existing and forecasted needs.
- BV shall evaluate the local system's capability to provide water under drought and other disaster-related conditions and in regard to its drought contingency and water conservation plan and accepted conservation practices.
- BV shall evaluate the local system's capability to provide water, including during drought and other disaster-related conditions, and coordinate with the Regional Water Plan and the State Water Plan, where applicable.

3. Water System Plan

- BV shall prepare a goal(s) statement and water system-related objectives for the planning period and should include construction-related and policy-related recommendations regarding water system improvements. To the extent possible, objectives shall be stated in quantifiable terms and target dates set for their achievement. General improvements to meet standards and disaster resiliency needs for at least the first five to ten years shall be stated and include:
 - a) Priorities;
 - b) Estimated costs; and
 - c) Sources of possible funding.
- The studies and plans developed shall be in strict accord with criteria established by the Texas Commission on Environmental Quality (TCEQ), Texas Water Development Board (TWDB), and the Texas Department of Insurance.
- As much as is applicable, appropriate and possible during the contract period and in coordination with TCEQ, which requires drought management plans, BV shall include drought and conservation plans in its overall water system plan. The plans should also include consideration of water provision during other disaster situations, such as flood, fire, tornado, power outages, etc.
- Using the base map for illustrative purposes, BV shall illustrate the existing and proposed water system and findings on a Future Water System Map. Recommended improvements shall be shown by phases.

G. Wastewater System

1. Wastewater System Inventory

- BV shall make a review of all information regarding the existing wastewater system.
- BV shall make an inventory of the physical characteristics of the system to include, but not necessarily limited to the following:
 - a) Location, condition, and size of lines as available;
 - b) Location of manholes and cleanouts;
 - c) Location and capacities of lift stations;
 - d) Location and capacity of generators;
 - e) Treatment facility and operation arrangement.
- Using the base map for illustrative purposes, BV shall prepare a Wastewater System Map showing the existing facilities in relation to topographic features.
- BV shall report standards or criteria used to determine wastewater system needs and include the criteria in the narrative section of the report with the name of the publication(s) where standards can be found.

2. Wastewater System Analysis

- BV shall list and rank problems related to the wastewater system and should present possible alternative actions and costs in providing solutions. As a minimum, the following should be considered in determining problems of the wastewater system:
 - a) Infiltration;
 - b) Industrial waste and special treatment facilities;
 - c) Operational procedures;
 - d) Unserved areas;
 - e) Characteristics of the soil and terrain affecting collection treatment;
 - f) Ability to function under disaster situations, (flood, fire, tornado, power outages, etc.).

3. Wastewater System Plan

- BV shall prepare a goal(s) statement and wastewater system-related objectives for the planning period and should include construction-related and policy-related recommendations regarding wastewater system improvements. To the extent possible, objectives shall be stated in quantifiable terms and target dates set for their achievement. General improvements to meet standards and disaster resiliency needs for at least the first five to ten years shall be stated and include:
 - a) Priorities;
 - b) Estimated costs; and
 - c) Sources of possible funding.
- Using the base map for illustrative purposes, BV shall prepare a Future Wastewater System Map illustrating phased improvements to the wastewater system in relation to the existing system and topographic features.
- Such prepared plan shall be done in accordance with criteria and standards established by the Texas Commission on Environmental Quality (TCEQ).

H. Storm Drainage System

1. Storm Drainage Inventory

- BV shall conduct an assessment of the project area for any existing storm drainage facilities and all natural drainage courses to include as a minimum:
 - a) Location and condition of drainage ways;
 - b) Location and condition of curb and gutter, borrow (roadside) ditches, culverts, and storm sewers;
 - c) Location of 100 years flood hazard areas; and
 - d) Identification of areas within the community where local flooding has occurred.
- Using the base map for illustrative purposes, BV shall prepare a Storm Drainage Map showing the existing facilities in relation to topographic features.

2. Storm Drainage Analysis

- BV shall list and rank problems related to storm drainage and should present possible alternative actions and costs in providing solutions.
- BV shall prepare an analysis of the existing drainage system for both natural and man-made facilities. Major and minor drainage areas and areas that have experienced flooding shall be delineated.
- Drainage characteristics of the areas shall be briefly described and analysis shall be made to determine methods of eliminating local flooding and eroding of local streets. Data, as available through the National Flood Insurance Program of the Federal Emergency Management Agency, shall be utilized to the fullest extent possible.

3. Storm Drainage Plan

- BV shall prepare a goal(s) statement and storm drainage-related objectives for the planning period and should include construction-related and policy-related recommendations regarding storm drainage improvements. To the extent possible, objectives shall be stated in quantifiable terms and target dates set for their achievement. General improvements to meet standards and disaster resiliency needs for at least the first five to ten years shall be stated and include:
 - a) Priorities;
 - b) Estimated costs; and
 - c) Sources of possible funding.
- Using the base map for illustrative purposes, BV shall prepare a Future Storm Drainage Map illustrating phased improvements related to storm drainage in relation to the existing conditions and topographic features.

I. Recreation And Open Space

1. Recreation And Open Space Inventory

- BV shall take an inventory of the community's existing parks, recreation facilities and open spaces to include but not necessarily be limited to the following:
 - a) Location, type and use of public parks;
 - b) Location and type of public recreation facilities, including public school facilities;
 - c) Open spaces of all types including boulevards, parkways, floodplains, conservation areas, etc.
- BV shall identify the service area of the parks and recreational opportunities it provides.
- Review and report on recreational facilities and open spaces serving the community's population, but outside the municipality's jurisdiction.
- Review and report on major recreational facilities serving the community's population that are privately or semi-publicly owned and operated.

2. Recreation And Open Space Analysis

- In coordination with city officials, BV shall establish level of service standards and criteria for determining adequacy of existing parks, recreational facilities and open space and future requirements.
- BV shall utilize workshops, hearings and/or canvasses to maximize opportunities to solicit public input on needs and document the dates of the methods used.
- BV shall describe the legitimate method for assessing needs. Explain how public input was used to assess needs.
- In consonance with the recommended standards, BV shall make a study and analysis to determine the adequacy of the existing parks and recreational facilities to meet the needs of the present and forecasted population, considering population growth, and change in composition.
- BV shall prepare a listing and priority ranking of problems relating to recreation facilities and open spaces. Explain how priorities were determined.

3. Recreation Facilities And Open Space Plan

- In cooperation with municipal agencies, BV shall determine specific goals relating to recreation and open space requirements and prepare short and long-range (five and ten years') objectives to accomplish the stated goals.
- In relation of existing facilities, recognized problems, and in consonance with goals and objectives, BV shall prepare a parks and open space plan. The plan shall contain appropriate text and mapping and shall, as a minimum, include:
 - a) Recommendations for improvements and expansion to existing facilities;
 - b) Recommendations for the general location of new facilities;
 - c) Recommendations for the development and protection of open space areas to include conservation areas and other areas endorsed with natural beauty; and
 - d) Recommendations toward coordinating municipal programs and facilities with other overlapping services within the community, such as school facilities, etc.
 - e) Population projections for the period of the plan and demographics on ethnicity, age, and income.
 - f) The existing and proposed parks (and facilities, as appropriate), greenbelts and open spaces illustrated on the base map at its contracted scale.
- Recommended community improvements for the first five years shall be programmed and shall, as a minimum, include the following:
 - a) Phasing of clear and measurable priorities;
 - b) Timeline for completion;
 - c) Estimated cost by project; and
 - d) Possible sources of funding.

J. Capital Improvements Program

1. Financial Analysis

- BV shall make a financial analysis of the municipality to the extent possible to determine the municipality's approximate ability to finance present and future capital improvements. The study should include, but not be limited to the following:
 - a) Past, present, and anticipated sources and amounts of income;
 - b) Annual budgets;
 - c) Operating costs;
 - d) Direct and overlapping public debt;
 - e) Outstanding municipal bonds and their schedule of retirement;
 - f) Public improvements financing practices; and
 - g) Recommended standards concerning debt limitations.

2. Capital Needs List

- Based on the previous studies, and all capital needs, BV shall prepare a capital needs list of projects by category with general priorities for improvements to be accomplished during the planning period through workshop meetings with local officials. BV shall classify the type of capital improvements according to guidelines, such as:
 - a) Mandatory: Those which protect life or health.
 - b) Necessary: Those which are important public services.
 - c) Desirable: Those which replace obsolete facilities.
 - d) Acceptable: Those which reduce operating costs.

3. Capital Improvements Program

- In consonance with the capital needs list and in coordination with the city's budget, BV shall prepare a schedule of projects recommended for the municipality for the first five (5) to six (6) years of the planning period. The schedule shall list projects by category together with estimated cost, sources of funds and year of construction.
- A map shall be prepared to show the projects by type and year of construction.

K. Subdivision Ordinance

1. Ordinance Development

- BV shall prepare technical material necessary for the drafting and/or updating of a subdivision ordinance that will best be adapted to direct the platting of land consistent with proposals of the previously prepared Land Use Plan.
- The technical material prepared shall be based on sound platting and planning principles and not be inconsistent with all applicable laws.

2. Ordinance Review

- Following development of the technical material and prior to adoption, BV shall seek counsel and advice from the city's attorney regarding the legal aspects and implications of subdivision controls.
- BV shall prepare the technical material for the subdivision ordinance in a form suitable for its adoption and submit it in report form to the Department as provided herein.

L. Zoning Ordinance

1. Ordinance Development

- BV shall prepare technical material necessary for the drafting of zoning ordinance that will best be adapted to direct the use of land consistent with proposals of the city's previously prepared Land Use Plan.
- Technical material on zoning shall be based on sound zoning principles and not be inconsistent with all applicable laws,
- Based on the Land Use Plan and other plans related to physical development of the municipality, BV shall have prepared a Zoning District Map using the base map.

2. Ordinance Review

- Following development of the technical material and prior to adoption, BV shall seek counsel and advice from the city's attorney regarding the legal aspects and implications of zoning.
- The technical material on zoning and the recommended zoning district map shall be prepared in report form suitable for adoption.

Current Planning Activities

Zoning Application and request reviews and analysis

- Property owner information within 200 feet of site application can be mapped and mailing labels provided.
- Public notice can be submitted to the newspaper of record for publication and necessary documentation for agenda item posting can be provided.
- Letters of notification with map can be mailed and site signage (By City) can be placed on the property 15 days prior to the Commission meeting date.
- Zoning Ordinance based upon owner request will be prepared. (Recommended ordinance wording can be provided).
- An analysis/staff report can be prepared for city from a planning perspective.
- Presentations for the Planning and Zoning Commission can be prepared and presented.
- Presentations for the City Council can be prepared and presented.
- Adjustments to the Comprehensive Plan and zoning map can be made if approved.

Site Plan Applications and request reviews and analysis*

- Review of application for general completeness for accepting site plan for review.*
- Review for compliance with appropriate general zoning district or planned development. A copy of the document to be reviewed will be red lined and a written report provided itemizing each deficiency noted and returned to city. If the city desires a direct line of communication with applicant can be facilitated.
- Review for compliance with landscape requirements.
- Review of circulation/fire lanes.
- An analysis/staff report can be prepared for city from a planning design perspective.

- Presentations for the Planning and Zoning Commission can be prepared and presented.
- Presentations for the City Council can be prepared and presented.

Preliminary Plat Applications and reviews

- Review of application for general completeness for accepting for review. ** Rejection letter if necessary to stop 30-day clock for automatic approval.
- Review for compliance with appropriate general zoning district or planned development guidelines. A copy of the document to be reviewed will be red lined and a written report provided itemizing each deficiency noted and returned to city. If the city desires a direct line of communication with applicant can be facilitated.
- An analysis/staff report can be prepared for city approval/denial recommendation.
- Presentations for the Planning and Zoning Commission can be prepared and presented.
- Presentations for the City Council can be prepared and presented.

Final Plat Applications and reviews

- Review of application for general completeness for accepting for review. ** Rejection letter if necessary to stop 30-day clock for automatic approval.
- Review of conformance to preliminary plat.
- Review for compliance with appropriate general zoning district or planned development guidelines. A copy of the document to be reviewed will be red lined and a written report provided itemizing each deficiency noted and returned to city. If the city desires a direct line of communication between applicant and BV can be facilitated.
- An analysis/staff report can be prepared for city approval/denial recommendation.
- Presentations for the Planning and Zoning Commission can be prepared and presented.
- Presentations for the City Council can be prepared and presented.

Base Map/Zoning Map Updating:

- Preparation of new digital base map.
- Updating existing base map.
- Updating or preparing zoning maps.

911 Addressing

- Development of a 911 addressing system (Digital base map to be provided by city or prepared by BV).
- Address all new developments

*Preliminary consultations can be provided to an applicant upon request to assist and guide them in the plan preparation process.

**If not available BV will develop checklists for each type of development to be used to check for minimum submittal requirements of an application.

ADA SERVICES

PHASE 1 ADA Services

Phase 1A: ADA Coordinator and Department Liaison Selection and Training

- **Scope:** Assist City with identifying an ADA Coordinator if not already done so. Work with appointed ADA Coordinator to identify ADA Liaisons, at a minimum, for all public facing departments (i.e. Permitting, Water Utility, Library, Parks & Rec., Police, Fire, etc...). Help ADA Coordinator develop training material for distribution to all ADA Liaisons. Also assist ADA Coordinator to develop a master schedule for quarterly, bi-annual or annual meetings between ADA Coordinator and ADA Liaisons (ADA Task Force).

Phase 1B: ADA Notice Development and Distribution

- **Scope:** Assist appointed ADA Coordinator with development of ADA Notice specific to the City represented. Ensure that all ADA notices are displayed at public facing and internal facing areas. Ensure that ADA notice is also placed on city website.

Phase 1C: ADA Grievance Procedure Development and Distribution

- **Scope:** Assist appointed ADA Coordinator with development of ADA Grievance Procedure. Develop complaint form and make complaint form accessible. Ensure that procedure includes ability for complainants to access and file complaints easily. Ensure that grievance procedure is available on city website and accessible.

Phase 1D: ADA Training at Staff Level Public Facing Departments

- **Scope:** Once ADA Coordinator and ADA Liaisons are identified, develop a training schedule to allow public facing department staff to attend ADA training. Assist ADA Coordinator with one training session. Assist with development of training materials.

PHASE 2 ADA Services

IMPORTANT: Sample of Tasks & Costs Only – Client Specific Tasks & Costs TBD

Phase 2A: ADA Self-Evaluation

- **Scope:**
 - **Task 1 – Project Management:** Bureau Veritas (BV) will maintain project records, budgets, and communication during the project duration. BV will provide weekly project update calls to assigned City staff (ADA Coordinator) to keep schedule current.
 - **Task 2 – Project Kickoff: Meet** with City staff to introduce the proposed project tasks, schedule, and method of prioritizing barrier removals. Coordinate with City staff to identify and collect necessary documents to support Self-evaluation process and facilities survey.
 - **Task 3 – Initiate Self-evaluation:**
 - **3A:** Meet with major public facing departments ADA Liaisons (Parks & Rec., Police, Fire, Codes & Permitting, Public Works, Library, Health) to begin review ordinances, policies, and procedures of programs, services, and activities.
 - **3B:** Provide instructions and handouts to ADA Liaisons and describe how they can perform reviews of item 3A and by what scheduled date the reviews are due back to BV for compiling.
 - **3C:** Work with ADA Liaisons to ensure they understand their responsibilities to update the final ADA Transition Plan in future years.
 - **Task 4 – Facilities Survey:**
 - **4A: Public buildings** – Survey three (3) City buildings (City Hall, Court House, and Library) to determine compliance and non-compliance with ADA regulations.
 - **4B: Public parking lots** – Survey three (3) public parking lots (City Hall, Court House, and Library) to determine compliance and non-compliance with ADA regulations.
 - **4C: City parks** – Survey up to three (3) city parks to review shelters, restrooms, sport courts, fields, pools, concession stands, playground equipment, pedestrian and bicycle trails.
 - **4D: Signalized intersections** – Survey up to fifteen (15) city owned and maintained signalized intersections. BV will evaluate curb ramps and sidewalks leading to each

intersection. Signage at each intersection will also be reviewed. Which intersections to survey depends on City staff input, traffic volumes, and adjacent land uses.

- **4E:** Sidewalks – Survey up to four (4) miles of City sidewalks, curb ramps, and path of travel along arterial roadways. Which City sidewalks, curb ramps, and path of travel to survey depends on City staff input, traffic volumes, pedestrian use, and adjacent land uses.
- **Task 5 – Survey Data Reporting:**
 - **5A:** BV will create a survey and cost reporting for each facility noted in Task 4. Each survey report will note compliance status with ADA and State standards and include the following:
 - Listing of facilities in compliance.
 - Listing of facilities not in compliance.
 - Recommended actions to resolve non-compliance elements.
 - Prioritize list of recommended actions based on agreed upon methodologies between BV and City staff.
 - Assign conceptual costs and budget based on prioritized list of recommended actions.
 - Provide photo log of each facility surveyed.
 - Provide listing of sidewalks, curb ramps, and signalized intersections data for compiling into City GIS system.
 - **5B:** Review City Boards and Commissions policies and procedures for compliance with ADA regulations.

Phase 2B: ADA Transition Plan

- Scope:
 - **Task 1** – Coordinate with ADA Coordinator on strategy for developing Transition Plan including review of City ordinances, design standards relating to sidewalks, curb ramps, Identify policies and procedures for compliance with ADA regulations.
 - **Task 2** – Develop **survey** process to assist ADA Coordinator with evaluating accessibility improvements identified in Phase 2A: ADA Self-evaluation. Utilize prioritization methodology developed within Phase 2A for recommended improvements.
 - **Task 3** – **Assist** ADA Coordinator in creating an implementation schedule for accessibility improvements. Prioritize improvements by facility type, severity, and cost estimates.
 - **Task 4** – **Review** and recommend exceptions and exemptions that may apply under ADA regulations such as historic significance, alteration affecting fundamental nature of programs, services, and activities, structural feasibility, and programs affected by financial and administrative burden.
 - **Task 5** – **Assist** ADA Coordinator with defining on-going budget needed to implement the Transition Plan and bring non-compliance elements into compliance. Help identify possible external funding sources if applicable.

Phase 2C: Public Participation, Outreach, and City Staff Training

- Scope: The Department of Justice requires public entities to engage with the public during the ADA Transition Plan development including appropriate consultation with individuals with disabilities.

- **Task 1** – BV will **facilitate** one (1) public workshop for the City to review draft ADA Self-evaluation and ADA Transition Plan.
- **Task 2** – BV will **prepare** outreach materials and prepare brief summary of the workshop and highlight actions items.
- **Task 3** – Conduct ADA Coordinator and Liaisons training relating to disabilities etiquette, technologies, and procedures that can assist City staff in providing services to people with disabilities.

Phase 2D: Meetings, Presentation to Council, and Documentation

- Scope:
 - **Task 1 – Progress Meetings:** BV will conduct up to three (3) on-site meetings during the project period. Other meetings can be conducted by conference calls with ADA Coordinator and Liaisons.
 - **Task 2 – City Council Meeting:** BV will conduct one (1) meeting to introduce the project to Council and present the final ADA Self-evaluation and ADA Transition Plan.
 - **Task 3 – Summary Documents:** Provide meeting minutes after on-site meetings or conference calls to help guide ADA Coordinator and Liaisons.
 - **Task 4 – Draft ADA Self-evaluation and ADA Transition Plan:** Based on the ADA Self-evaluation process as detailed on Phase 2A, the documents will include the following:
 - **4A:** Executive summary describing the project purpose, process, and significant findings.
 - **4B:** Review of policies, procedures, and recommendations for improvement as noted in Phase 2A.
 - **4C:** A schedule that is developed in phases with cost estimates for the removal of accessibility barriers that cannot be resolved through changes to program or services by relocating, using auxiliary aides, or providing equivalent facilitation.
 - **4D:** BV will provide reproducible hard copies of the ADA Self-evaluation and ADA Transition Plan and electronic PDF format to the City ADA Coordinator for use and distribution.
 - **Task 5 – Final ADA Self-evaluation and ADA Transition Plan:** Following the review of the draft plans as noted in Task 5, BV will incorporate comments and prepare final plans for ADA Coordinator use and distribution.
 - **Task 6 – Final Deliverables:**
 - **6A:** Two (2) paper copies each of Draft ADA Self-evaluation and ADA Transition Plan.
 - **6B:** Two (2) paper copies of Final ADA Transition Plan and one (1) PDF copy including any appendices.
 - **6C:** One (1) electronic GIS copy of all field data compatible with City GIS system.

HYGIENE SAFETY EXCELLENCE

BVNA has launched a certification label based on health measures to accompany the resumption of activity in various industries, both private and public. The Hygiene Safety Excellence Certification program assists with reopening facilities and services. Our partnership with the Cleveland Clinic provides clear guidance and ensures confidence for both internal employees and the public as programs and services resume. This certification program includes the following five phases. All phases may be selected or individual phases may be selected to match the needs requiring assistance and BVNA will assist accordingly.

- I. **CONSULTING:** Build a detailed Hygiene Safety Excellence (Guide) for prevention and safety.
- II. **TRAINING AND COMMUNICATION:** Create and administer communication/training kits for good hygiene practices for all employees (optional collaboration initiatives between Client marketing and BV marketing to promote hygiene safety).
- III. **INITIAL AUDIT:** Complete initial audit and reporting of hygiene protocols and operational requirements (optional surface testing if requested).
- IV. **HYGIENE SAFETY EXCELLENCE LABEL:** Apply for Hygiene Safety Excellence Certification (and install Certification label).
- V. **SURVEILLANCE:** Continue ongoing auditing and testing in order to comply with the Hygiene Safety Excellence (Guide).

ATTACHMENT B
FEE SCHEDULE

CONSTRUCTION CODE SERVICES

Fee Table 1 - Commercial and Multi-Family construction plan review

Valuation	Fee
\$1. ⁰⁰ to \$10,000. ⁰⁰	\$50. ⁰⁰
\$10,001. ⁰⁰ to \$25,000. ⁰⁰	\$70.69 for the first \$10,000. ⁰⁰ plus \$5.46 for each additional \$1000. ⁰⁰
\$25,001. ⁰⁰ to \$50,000. ⁰⁰	\$152.59 for the first \$25,000. ⁰⁰ plus \$3.94 for each additional \$1000. ⁰⁰
\$50,001. ⁰⁰ to \$100,000. ⁰⁰	\$251.09 for the first \$50,000. ⁰⁰ plus \$2.73 for each additional \$1000. ⁰⁰
\$100,001. ⁰⁰ to \$500,000. ⁰⁰	\$387.59 for the first \$100,000. ⁰⁰ plus \$2.19 for each additional \$1000. ⁰⁰
\$500,001. ⁰⁰ to \$1,000,000. ⁰⁰	\$1,263.59 for the first \$500,000. ⁰⁰ plus \$1.85 for each additional \$1000. ⁰⁰
\$1,000,001. ⁰⁰ and up	\$2,188.59 for the first \$1,000,000. ⁰⁰ plus \$1.23 for each additional \$1000. ⁰⁰

Fee Table 2 - Commercial and Multi-Family construction inspection

Valuation	Fee
\$1. ⁰⁰ to \$10,000. ⁰⁰	\$76. ⁹²
\$10,001. ⁰⁰ to \$25,000. ⁰⁰	\$108.75 for the first \$10,000. ⁰⁰ plus \$8.40 for each additional \$1000. ⁰⁰
\$25,001. ⁰⁰ to \$50,000. ⁰⁰	\$234.75 for the first \$25,000. ⁰⁰ plus \$6.06 for each additional \$1000. ⁰⁰
\$50,001. ⁰⁰ to \$100,000. ⁰⁰	\$386.25 for the first \$50,000. ⁰⁰ plus \$4.20 for each additional \$1000. ⁰⁰
\$100,001. ⁰⁰ to \$500,000. ⁰⁰	\$596.25 for the first \$100,000. ⁰⁰ plus \$3.36 for each additional \$1000. ⁰⁰
\$500,001. ⁰⁰ to \$1,000,000. ⁰⁰	\$1,940.25 for the first \$500,000. ⁰⁰ plus \$2.85 for each additional \$1000. ⁰⁰
\$1,000,001. ⁰⁰ and up	\$3,365.25 for the first \$1,000,000. ⁰⁰ plus \$1.89 for each additional \$1000. ⁰⁰

Fee Table 3 - Construction or Improvement of a Residential Dwelling

New Residential Construction	
Plan Review and Inspection Fee	
Square Footage (S.F.)	Fee
0 - 1,500 S.F.	\$785.00
1,501 - 10,000 S.F.	\$785.00 for the first 1,500 S.F. plus \$0.35 for each additional S.F. to and including 10,000 S.F.
Over 10,000 S.F.	\$3,760.00 for the first 10,000 S.F. plus \$0.15 for each additional S.F. over 10,000 S.F.

Plan Review Only	
Plan Review Fee Only Per Dwelling Unit, a new plan for previously reviewed plan or Master Plan	\$200.00 per Plan or per Address
Plan review fee when a permit has been issued for the dwelling and the construction plans are altered such that an additional plan review is required (excludes new plan)	\$150.00 per Plan or per Address
Alterations / Additions / Improvements for Residential Construction	
Trade Permits	Fee
Building, Mechanical, Electrical, Plumbing, Fuel Gas and similar	\$100.00 per trade
Other project types not listed above	\$160.00 per trade
Miscellaneous residential projects such as, but not limited to, Accessory Structures, Fences, Pools, etc.	See Fee Table 2

* All fees billed upon issuance of the permit by the jurisdiction

Back-up inspections

* Backup inspections will be performed during times of inspector absence due to illness, vacation or training at the listed rates. All other project activity will utilize the tables above.

Single Family Residential	\$76.92 per address/building
Commercial and non-Single Family Residential	\$125.00 per address/building/unit

FIRE SERVICES

Single Family Residential Fire Services

Fire Code Plan Review Services	\$175.00
Fire Code Inspection Services	\$400.00

Fire Code Plan Review Services - Commercial and Multi-Family construction (Fire Alarm System & Fire Sprinkler System)

Valuation	Fee, Each System
Less than \$6,250	\$200.00
\$6,250 to \$250,000	\$300.00
\$251,000 to \$500,000	\$425.00
\$501,000 to \$1,000,000	\$550.00
\$1,001,000 to \$3,000,000	\$800.00
\$3,001,000 to \$6,000,000	\$1,200.00
\$6,000,000 and up	\$1,200.00 plus \$0.38 for each additional \$1,000.00

Fire Code Inspection Services - Commercial and Multi-Family construction (Fire Alarm System & Fire Sprinkler System)

Valuation	Fee, Each System
Less than \$6,250	\$300.00
\$6,250 to \$250,000	\$425.00

\$251,000 to \$500,000	\$525.00
\$501,000 to \$1,000,000	\$675.00
\$1,001,000 to \$3,000,000	\$950.00
\$3,001,000 to \$6,000,000	\$1,425.00
\$6,000,000 and up	\$1,425.00 plus \$0.38 for each additional \$1,000.00

Valuation is based on construction valuation for project

Fire Underground

Fire Code Plan Review	\$200.00
Fire Code Plan Inspection	\$250.00

Fire Extinguisher Suppression System

Per permit, one Inspection	\$450.00
Each re-inspection	\$100.00

Fire Certificate of Occupancy Inspections

Fire Certificate of Occupancy inspections	\$150.00
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Annual Fire Safety Inspections

Day Care, Foster Home, Commercial Business (each inspection and re-inspection per location)	\$100.00
Nursing Home / Assisted Living / School (each inspection and re-inspection per location)	\$250.00

Underground / Aboveground Fuel Storage Tanks

Fire Code Plan Review	\$350.00
Fire Code Inspection	\$450.00

Site Plan

Fire Code Plan Review	\$250.00
Fire Code Plan Inspection	\$250.00

The construction valuation is determined by the greater of the declared valuation of the project or the valuation calculated using the International Code Council Building Valuation Data table, first update of each calendar year.

Example:

Square Foot Construction Costs

Group (2018 International Building Code)	IA	IB	IIA	IIB	IIIA	IIIB	IV	VA	VB
B Business	200.26	192.96	186.54	177.38	161.90	155.84	170.40	142.43	136.08

The Square Foot Construction Cost does not include the price of the land on which the building is built. The Square Foot Construction Cost takes into account everything from foundation work to the roof structure and coverings but does not include the price of the land. The cost of the land does not affect the cost of related code enforcement activities and is not included in the Square Foot Construction Cost.

New Building

Group B occupancy
 Type VB construction
 10,000 square feet total building area
 Declared construction valuation \$1,200,000.
 Calculated construction valuation - 10,000 square feet X \$136.08 per square foot = \$1,360,800.
 The calculated construction valuation is greater than the declared construction valuation so \$1,360,800 is used to calculate the Bureau Veritas fee for the project.

* Note: BVNA fees do not include any taxes, licensing or other fees imposed by governmental or outside agencies.

HEALTH SERVICES

FULL SERVICE:

Cost of Service for Permanent Food Establishment permit (2 TFER inspections) (No fee for one re-inspection, per permit year, if required)	\$400.00
Cost of Service for Mobile Food Vendor (Hot and Cold Truck) and Seasonal Vendor permits (1 TFER inspection) (No fee for one re-inspection, per permit year, if required)	\$200.00
Cost of Service for Public Swimming Pool inspections (1 inspection per year) (No fee for one re-inspection, per permit year, if required)	\$200.00
Cost of Service for each Temporary Event permit (1 TFER inspection)	\$100.00
Cost of Service for each Complaint Investigation (1 TFER inspection)	\$150.00
Consultation outside of the aforementioned scope of services: Health Plan review, Health Final and CO inspections and/or for more than one re-inspection. * Minimum one hour.	\$150.00 per hour

PUBLIC WORKS SERVICES

Public Works Plan Review Only	1.0% of the cost of construction
Public Works Inspection Only	2.5% of the cost of construction
Public Works Plan Review & Inspection	3.0% of the cost of construction
Temporary Back Up Inspection	\$150/hour, minimum 4 hours.

ON-SITE SEWAGE FACILITY (OSSF) SERVICES

OSSF system Plan Review and Inspections (per new installation or modification)	\$600.00
Complaint investigation inspections: (per each inspection and each re-inspection)	\$200.00
Repairs to existing system: (per each inspection and each re-inspection)	\$200.00

TCEQ Audits to include meeting with TCEQ representative and response to written report and any other work pertaining to OSSF Designated Representative duties \$150.00 per hour (2 hour minimum)

Services not provided by BV:

Collection and processing of permitting paperwork

Collection, processing and payment of discharge samples

Submission, processing and approval of variances

All system record keeping is the responsibility of the city to include but not limited to maintenance contract records, complaint investigation records and change of owner affidavit.

* All fees billed after initial review of plan

PLANNING AND MAPPING SERVICES

Fixed Fees (Based on estimated population in \$/1,000 people, minimum 5,000 people)

Comprehensive Planning and Mapping			
Item	Elements	Cost / 100 people	Min. Hours
1	Base Planning a. Base Map* b. Land Use c. Population d. Housing+D45	\$2,000	67
2	Parks & Recreation	\$750	25
3	Thoroughfare Plan	\$750	25
4	Central Business District Planning	\$1,250	42
5	Zoning Ordinance	(fixed fee) \$6,500	43
6	Subdivision Ordinance	(fixed fee) \$6,500	43
7	Streets Condition Study	\$700	23
8	Water Study Distribution and Supply	\$1,000	33
9	Wastewater Collection and Treatment	\$1,000	33
10	Capital Improvement Plan	\$300	10
11	Digital Map preparation*	\$1,000	33
12	Citizen Participation	\$1,250	42
As a minimum Item 1 and 12 must be included in any study except Item 11 which is a standalone element			
* Assume easy access to documents - additional research listed under additional services			

Hourly Fees

Available Planning Services	
Element	Cost
Site Plan Review	\$150 per hour (1 hour minimum)
Site Plan Preparation	\$150 per hour (1 hour minimum)
Zoning Application Review	\$150 per hour (1 hour minimum)
SUP Application Review	\$150 per hour (1 hour minimum)
Zoning Board of Adjustment Application Review	\$150 per hour (1 hour minimum)
Sign Application Review	\$150 per hour (1 hour minimum)
Zoning Case Ordinance Preparation	\$150 per hour (1 hour minimum)

Plat Review - Planning Perspective	\$150 per hour (1 hour minimum)	
Public Hearing Notice map and ownership list (City Mails)	\$150 per hour (1 hour minimum)	
Zoning Map Updates	\$150 per hour (1 hour minimum)	
911 Address mapping (First Time)	\$1,000 per person	Min. 33 hours
911 Address mapping updates	\$150 per hour (1 hour minimum)	
City Council/Planning and Zoning Meeting	\$225 per hour (1 hour minimum)	
Contract Planning Director	\$175 per hour (1 hour minimum)	
Contract Planner	\$150 per hour (1 hour minimum)	
Contract work for Developer interests	\$150 per hour (1 hour minimum)	
Easement Acquisition Negotiator	\$150 per hour (1 hour minimum)	
Additional Services	\$150 per hour (1 hour minimum)	
* Assume easy access to documents - additional research listed under additional services		

Reimbursable Expenses (\$150 per hour)

Reimbursable expenses shall include, but not be limited to, the following:

Mileage (Per current IRS rate)

Domestic Travel Per Diem (Per current GSA rate plus lodging)

Other Direct Project Expenses (at cost plus 15%) including:

- Printing, graphics, photography and reproduction
- Special shipping

ADA SERVICES

Grand Total for Phase 1 Scope of Work

Phase 2 Details	Number of Hours	Rate per Hour	Sub-total
1A – ADA Coordinator & Liaisons Selection & Training	40	\$150.00	\$6,000.00
1B – ADA Notice Development & Distribution	40	\$150.00	\$6,000.00
1C – ADA Grievance Procedure Development & Distribution	40	\$150.00	\$6,000.00
1D – ADA Training of City Staff of Public Facing Depts.	56	\$150.00	\$8,400.00
Grand Total:	176 (1.5 wks)		\$26,400.00

Grand Total for Phase 2 Scope of Work

Phase 2 Details	Number of Hours	Rate per Hour	Sub-total
2A – ADA Self-evaluation	576	\$150.00	\$86,400.00
2B – ADA Transition Plan	96	\$150.00	\$14,400.00
2C – Public Participation, Outreach, and City Staff Training	40	\$150.00	\$6,000.00
2D – Meetings, Presentation to Council, and Documentation	168	\$150.00	\$25,200.00
Grand Total:	880 (5.5 mos.)		\$132,000.00

Note that any additional services above and beyond the scope of work noted above will incur additional fees which BV can review and provide cost estimates to accommodate the City.

HYGIENE SAFETY EXCELLENCE

Service(s)	Related Protocol(s)	Fee(s)
Consulting – Hygiene Safety Excellence Protocol (Guide)	Client Specific (One-time fee)	\$1,250 per man day
eLearning platform and sector specific modules	Client Specific	\$15 per user, plus • One-time setup cost \$500 • Optional custom portal per unique module / department function (\$2,000)
Physical Audit	Client Specific	\$1,450 estimate per Facility*
Surface Testing (optional)**	Client Specific	Pricing available for review
Certification	Client Specific	\$195 estimate per Facility
*The fee for a larger-sized building may be a higher fee than the estimated Fee shown in the Table. BVNA will propose a fee per facility.		
**BVNA recommends 10 surface tests per property of random surfaces of service counters, etc.		



City Council Meeting Management Report

Meeting Date: July 17, 2023

Contact: Justin French, Community Development Director

AGENDA ITEM:

Hold a public a public hearing and consideration and action approving an ordinance amending the zoning ordinance regulations in Chapter 42 of the Alvarado Code of Ordinances, relating to *short-term/vacation rental, parking lot or parking garage (truck parking), and self-storage, mini-warehouse* uses.

BACKGROUND & FINDINGS:

Regulations and districts in the Alvarado zoning ordinance are established in accordance with the comprehensive plan, for the purpose of promoting the health, safety, morals and welfare of the City. From time to time the City Council may find it necessary to amend the zoning regulations to address new uses and development trends. The attached ordinance has been prepared to address opportunities and threats that are of apparent interest within the City.

FINANCIAL IMPACT:

None.

RECOMMENDATION:

On July 11, 2023, the Planning and Zoning Commission recommended City Council approve Ordinance No. 2023-0016 by a vote of _____. Staff suggests the Council approve the drafted Ordinance 2023-0016.

MANAGEMENT REVIEW:

Paul DeBuff, City Manager

ATTACHMENTS:

Drafted Ordinance 2023-0016

ORDINANCE NO. 2023-0016

AN ORDINANCE OF THE CITY OF ALVARADO, TEXAS, AMENDING CHAPTER 42, “ZONING” OF THE CODE OF ORDINANCES, CITY OF ALVARADO, TEXAS, AS AMENDED, ARTICLE I, “APPLICABILITY OF ORDINANCE”, SECTION 42-9, “RULES OF CONSTRUCTION AND DEFINITIONS, BY ADDING THE DEFINITION OF SHORT-TERM/VACATION RENTAL, AND ARTICLE II, “DISTRICTS AND LAND USES”, SECTIONS 42-20, “A AGRICULTURAL DISTRICT”, 42-21, “SF-1 SINGLE-FAMILY RESIDENTIAL DISTRICT”, 42-22, “SF-2 SINGLE-FAMILY RESIDENTIAL DISTRICT”, 42-23, “GH GARDEN HOME DISTRICT”, BY ADDING A PERMITTED USE OF SHORT-TERM/VACATION RENTAL WITH SPECIFIC USE PERMIT APPROVAL, AND 42-31, “M-1 LIGHT MANUFACTURING/INDUSTRIAL DISTRICT”, 42-32, “M-2 HEAVY MANUFACTURING/INDUSTRIAL DISTRICT”, BY REQUIRING SPECIFIC USE PERMIT APPROVAL FOR PARKING LOT OR PARKING GARAGE (TRUCK) USE AND SELF-STORAGE, MINI-WAREHOUSE USE; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING A PENALTY CLAUSE; PROVIDING FOR PUBLICAITION IN THE OFFICAL NEWSPAPER AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Alvarado, Texas is a type 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, pursuant to Chapter 211 of the Texas Local Government Code, the City has previously adopted a Zoning Ordinance for the purpose of promoting health, safety, and general welfare of the citizens of the City of Alvarado to lessen congestion in the streets, to secure safety from fire, panic, and other dangers, provide adequate light and air, to prevent overcrowding of land, to avoid undue concentration of population, and to facilitate the adequate provision of transportation, water, sewers, schools, parks, and other public requirements; and

WHEREAS, the City Council finds it appropriate to amend the definitions and zoning regulations and to adopt certain amendments to the permitted uses in the City; and

WHEREAS, the Planning and Zoning Commission of the City of Alvarado, Texas held a public hearing on July 11, 2023, with respect to the proposed amendments described herein and recommended approval by a vote of _____; and

WHEREAS, in accordance with Section 211 of the Texas Local Government Code the City Council of the City of Alvarado, Texas held a public hearing on July 17, 2023, with respect to the proposed amendments described herein; and

WHEREAS, the City has complied with all requirements of Chapter 211 of the Local

Government Code, City ordinances, and all other laws dealing with notice, publication, and procedural requirements for approval of an ordinance amending the zoning ordinance; and

WHEREAS, the City Council finds that the amendments as outlined herein are in the best interest of the City of Alvarado and will promote the health, safety, and general welfare of the citizens of the City of Alvarado and the general public.

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

SECTION 1

Subsection (b), “*Definitions*,” of Section 42-9, “Rules of construction and definitions,” of Article I, “Applicability of Ordinance,” of Chapter 42, “Zoning,” of the Code of Ordinances, City of Alvarado, Texas, is hereby amended by the following addition:

Short-term/Vacation Rental is a temporary occupancy of 30 days or fewer in a single family detached dwelling used in the character of a permanent leased single family dwelling .

***”

SECTION 2

Subsection (d), “*Specific uses*,” of Sections 42-20, “A agriculture district,” 42-21, “SF-1 single-family residential district,” 42-22, “SF-2 single family residential district,” and 42-23, “GH garden home district,” of Article II, “Districts and Land Uses,” of Chapter 42, “Zoning,” of the Code of Ordinances, City of Alvarado, Texas, are hereby amended by the following addition:

USE	PARKING REGULATIONS
Short-term/Vacation Rental	2 off-street spaces per unit

***”

SECTION 3

Subsection (b), “*Permitted uses and parking regulations*,” of Section 42-31, “M-1 light manufacturing/industrial district,” and Subsection (b), “*Permitted uses and parking regulations*,” of Section 42-32, “M-2 heavy manufacturing/industrial district,” of Article II, “Districts and Land Uses,” of Chapter 42, “Zoning,” of the Code of Ordinances, City of Alvarado, Texas, are hereby amended by the following deletion:

USE	PARKING REGULATIONS
Parking lot or parking garage, truck parking	1 space per employee, plus 1 space per vehicle to be parked
Self-storage; mini-warehouse	4 spaces per complex, plus 1 space per 5,000 square feet of storage area

***”

SECTION 4

Subsection (d), “*Specific uses*,” of Section 42-31, “M-1 light manufacturing/industrial district,” and Subsection (b), “*Permitted uses and parking regulations*,” of Section 42-32, “M-2 heavy manufacturing/industrial district,” of Article II, “Districts and Land Uses,” of Chapter 42, “Zoning,” of the Code of Ordinances, City of Alvarado, Texas, are hereby amended with the following addition:

USE	PARKING REGULATIONS
Parking lot or parking garage, truck parking	1 space per employee, plus 1 space per vehicle to be parked
Self-storage; mini-warehouse	4 spaces per complex, plus 1 space per 5,000 square feet of storage area

***”

SECTION 5.

This ordinance shall be cumulative of all other ordinances of the City of Alvarado, Texas, as amended, and shall not repeal any of the provisions of such ordinances, except in those instances where provisions of such ordinances are in direct conflict with the provisions of this Ordinance.

SECTION 6.

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

SECTION 7.

All rights or remedies of the City of Alvarado, Texas are expressly saved as to any and all violations of any ordinance affecting subdivisions or design standards that have accrued at the time

of the effective date of this ordinance; and, as to such accrued violations and all pending litigation, both civil and criminal, whether pending in court or not, same shall not be affected by this ordinance but may be prosecuted until final disposition by the courts.

SECTION 8.

Any person, firm, or corporation who violates any provision of this Ordinance as adopted by the City Council of the City of Alvarado shall be deemed guilty of a misdemeanor and, upon conviction thereof, shall be punished by a fine as provided in Section 9-67 of the Code of Ordinances, City of Alvarado, Texas. Each day any such violation or violations exist shall constitute a separate offense and shall be punishable as such.

SECTION 9.

The City Secretary of the City of Alvarado is hereby directed to the caption, penalty clause, publication clause and effective date clause of this ordinance one time in the official newspaper of the City, as authorized by Section 52.013 of the Local Government Code.

SECTION 10.

This ordinance shall be in full force and effect from and after its passage as required by law,

AND IT IS SO ORDAINED.

PASSED AND APPROVED ON this the 17th day of July, 2023.

CITY OF ALVARADO

By: _____
Jacob Wheat, Mayor

ATTEST:

Beth A. Walls, City Secretary



City Council Meeting Management Report

Meeting Date: July 17, 2023

Contact: Justin French, Community Development Director

AGENDA ITEM:

Consideration and action authorizing Mayor Jacob Wheat to execute refusal of delivery and rejection of conveyance of open space lots in the Parks of Alvarado Addition from the developer, Lackland Land Developer, Ltd. to the City of Alvarado.

BACKGROUND & FINDINGS:

On July 15, 2019, City Council approved Ordinance No. 2019-004 that established the Parks of Alvarado Planned Development District zoning (attached). This approval included the following provisions:

2.04 Maintenance of Facilities: The developer shall establish, with each plat submittal, a property owner's association that will be responsible for the improvement and maintenance of all common areas and/or common facilities contained within the area of the development plan that is being platted.

2.06 Parkland Dedication: The Parks of Alvarado Planned Development shall provide for a minimum of two (2) acres per 100 single-family detached residential dwellings. No more than 50% of such parkland shall be designated as Zone X according to current FEMA maps.

2.07 Open Space: All Open Space lots within the Property, including all improvements that have not been conveyed to the City of Alvarado, such as ponds, walkways and trails, will be maintained by a property owner's association.

On November 8, 2022, Lackland Land Developer, Ltd. attempted to transfer to the City of Alvarado three open space lots in the Parks of Alvarado Addition.

FINANCIAL IMPACT:

None.

RECOMMENDATION:

Staff suggests the Council authorize Mayor Wheat to sign the attached affidavit to execute refusal of delivery and rejection of conveyance of open space lots in the Parks of Alvarado Addition, so the developer may convey these lots to the Parks of Alvarado property owner's association to improve and maintain as per Ordinance No. 2019-004.

MANAGEMENT REVIEW:

Paul DeBuff, City Manager

ATTACHMENTS:

Ordinance No. 2019-004 (Parks of Alvarado Planned Development District)

Affidavit of Nonacceptance

CITY OF ALVARADO ORDINANCE 2019-004

AN ORDINANCE AMENDING CHAPTER 42 OF THE CITY CODE, THE ZONING ORDINANCE OF THE CITY OF ALVARADO, TEXAS, BY AMENDING THE OFFICIAL ZONING MAP AND CHANGING THE ZONING OF 103.193 ACRES IN THE HIRAM LEWIS SURVEY, ABSTRACT NUMBER 516; JOHNSON COUNTY, TEXAS, FROM THE HERITAGE ESTATES PD PLANNED DEVELOPMENT DISTRICT, ORDINANCE 2016-008, AND A AGRICULTURAL TO THE PARKS AT ALVARADO PD PLANNED DEVELOPMENT DISTRICT; MAKING THIS ORDINANCE CUMULATIVE OF PRIOR ORDINANCES; PROVIDING FOR THE VIOLATION OF THIS ORDINANCE; PROVIDING A SAVINGS CLAUSE; AUTHORIZING PUBLICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, an application for a zoning change was filed by VLMC, Inc. on January 18, 2019, under Case Number 2019-0101 ; and

WHEREAS, all requirements of law dealing with notice to other property owners, publication and all procedural requirements have been complied with in accordance with the City's zoning ordinance and Chapter 211 of the Texas Local Government Code; and

WHEREAS, the City of Alvarado has complied with the notification requirements of the Texas Local Government Code and the Alvarado Zoning Ordinance; and

WHEREAS, the City Council and Planning and Zoning Commission have held a public hearing and the Planning and Zoning Commission has made a recommendation on the proposed zoning amendment; and

WHEREAS, the City Council of the City does hereby deem it advisable and in the public interest to amend the City's zoning ordinance, as amended, as described herein; and

WHEREAS, the proposed change is consistent with the City's comprehensive land use plan; and

WHEREAS, the City Council has determined that the proposed zoning ordinance amendment is in the best interest of the City of Alvarado.

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

SECTION 1
CHANGE OF ZONING AND AMENDMENT OF ZONING MAP

The Official Zoning Map is hereby amended insofar as it relates to certain land located in Alvarado, Texas, as shown on the Conceptual Plan attached as Exhibit A and described by the metes and bounds description attached as Exhibit B (the "Property"), by changing the zoning of the Property from the Heritage Estates PD Planned Development District, Ordinance 2016-008, and A Agricultural to the Parks at Alvarado Planned Development District.

SECTION 2
ESTABLISHMENT OF ZONING REGULATIONS FOR
PARKS AT ALVARADO PLANNED DEVELOPMENT DISTRICT

The Parks at Alvarado Planned Development District, as shown on Exhibit A, shall be subject to the following conditions:

1.0 Planned Development District — Single Family Residential.

1.01 Statement of Purpose and Intent. The Parks at Alvarado Planned Development District is intended to accommodate a mix of lot sizes for detached single-family dwellings and recreational amenities.

1.02 Permitted Uses. The following land uses are permitted, as further described on the Zoning Exhibit Development Plan:

- Single-family dwellings, detached.
- Home occupations.
- Private or public recreation facilities.
- Parks, playgrounds and neighborhood recreation facilities including, but not limited to, swimming pools, clubhouse facilities and tennis courts.
- Private open space
- Real estate sales offices during the development and marketing of the Property.
- Electronic security facilities including, but not limited to, gatehouse and control counter.
- Accessory buildings and uses customarily incidental to the permitted uses.
- Temporary buildings and uses incidental to construction work on the premises, which shall be removed upon completion, including, but not limited to construction trailers and concrete, asphalt batching plants.

1.03 Required and Prohibited Off-Street Parking. Parking shall be provided or prohibited as shown.

Use	Parking Regulation
Accessory Building to main use	0 spaces
Buildings and uses incidental to construction work on the premises, which shall be removed upon completion. (temporary)	0 spaces
Concrete, asphalt hatching plant (temporary, to cease upon completion and acceptance of streets to be constructed during development of the Property)	1 space for each 2 employees on the maximum working shift, plus space to accommodate all vehicles used in connection therewith, but not less than 1 space for each 1,000 square feet of gross floor area, whichever is greater
Park, playground or recreation center (public or private)	1 space per acre plus additional parking per facility constructed as herein provided
Private or public recreation facilities	1 space per acre plus additional parking per facility constructed as herein provided
Private open space as a part of a planned residential development	0 spaces required
Real estate sales offices (temporary)	2 spaces per unit
Single-family dwelling, detached	2 enclosed spaces per unit, must be attached to the main structure

In addition, the following requirements shall be adhered to;

- a. Boat, RV and Commercial Vehicle parking is permitted only in an enclosed garage.
- b. Driveway access shall be from streets and/or alleys.
- c. Parking is only permitted on paved concrete surfaces.
- d. Unattended trailers of any kind parked in the street or driveway are prohibited.
- e. Visibility triangles, as required by the Alvarado Zoning Ordinance shall be maintained at all driveway and street intersections.

1.04 Building Materials. All outside walls of the primary residential structure, exclusive of doors and windows, shall be constructed of a minimum of 80 percent masonry products.

1.05 Single-Family Development Standards.

a. Lot Area:

The development shall consist of two (2) residential districts.

- District A: The minimum area of any lot shall be six thousand (6,000) square feet.
- District B: The minimum area of any lot shall be seven thousand two hundred (7,200) square feet.

District A will be limited to no more than 50% of the total number of detached single-family dwellings.

b. Lot Coverage: In no case shall more than fifty (50) percent of the gross lot area be covered by the combined area of the main buildings and accessory buildings. Swimming pools, spas, deck, patios, driveways, walks, and other paved areas shall not be included in determining maximum lot coverage.

c. Lot Width:

- District A: The minimum width of any lot shall not be less than sixty (50) feet at the building line, except that lots at a terminus of a cul-de-sac or along street elbows/eyebrows may have a minimum width of forty-five (45) feet at the building line.
- District B: The minimum width of any lot shall not be less than sixty (60) feet at the building line, except that lots at a terminus of a cul-de-sac or along street elbows/eyebrows may have a minimum width of fifty-five (55) feet at the building line.

d. Lot Depth: The minimum depth of any lot shall be one hundred (100) feet, except that lots at the terminus of a cul-de-sac or along street elbows/eyebrows may have a minimum lot depth, measured at mid-point on front and rear lot lines, of ninety (90) feet.

e. Front Yard: The minimum depth of the front yard shall be twenty (20) feet. Any non-living space element (porch, chimney etc) may extend five (5) feet into the front building setback. Front yard depth may also be reduced to fifteen (15) feet if the proposed structure has a "J" swing garage, enabling the structure to have a side entry garage.

f. Side Yard: The minimum side yard on each side of a lot shall be five (5) feet. A side yard adjacent to a side street shall not be less than fifteen (10) feet.

g. Rear Yard: The minimum depth of the rear yard shall be ten (10) feet.

h. Building Height: Buildings shall be a maximum height of 35 feet.

i. Building Size: The minimum square footage of each detached single-family dwelling shall be 1,500 square feet.

Design Elevations: No house plan elevations may be repeated for a distance of two lots, either on the same side or opposite side of the street.

k. Roofs: Detached single-family dwellings shall have a minimum of 6:12 pitch roof.

2.0 General Conditions.

2.01 Conformance to All Applicable Ordinances of the Alvarado Zoning Ordinance. The requirements established by the Parks at Alvarado Planned Development District Development Standards and all exhibits thereof, including but not limited to the Zoning Exhibit Development Plan, constitute the Planned Development Standards that apply to the Property. If these standards do not regulate a particular aspect of development, the SF-2 — Single Family Residential District-2 regulations shall apply, provided, however, in the event of any conflict this ordinance shall prevail.

2.02 Conceptual Plan: A Conceptual Plan is hereby attached and made a part of the ordinance as Exhibit A. It establishes the most general guidelines for the district by identifying the land use types, approximate thoroughfare locations and project boundaries and

illustrates the integration of these elements into a master plan for the whole district. If the land uses as shown on the plan or as outlined within this document are to be changed, such change shall be processed as a change in zoning. No site plan prepared for a construction project within the Planned Development shall be inconsistent with the Conceptual Plan or any City Council approved Conceptual Plan updates.

- 2.03 **Trees:** A minimum of one (1) tree shall be planted on each residential lot prior to initial occupancy. Such tree may be planted in the parkway or the front yard and shall measure 3 inches in caliper at the time of planting. Suitable trees shall be from the following list:

Bald Cypress	Cedar Elm
Pecan	Chinese Pistache
Bur Oak	Red Oak
Shumard's Oak	Sweet Gum
Lacebark Elm	Live Oak

Street trees shall not be located in any of the following areas:

- a. Within an area that the mature canopy of the tree will interfere with overhead utility lines;
- b. Within an area that the mature root zone of the tree will interfere with underground public utility lines (including water lines, sewer lines, transmission lines or other utilities);
- c. Within ten (10) feet of a fire hydrant; or,
- d. Closer than thirty (30) feet to any street corner, measured from the point of nearest intersection curbs or curblines.

- 2.04 **Maintenance of Facilities:** The developer shall establish, with each plat submittal, a property owner's association that will be responsible for the improvement and maintenance of all common areas and/or common facilities contained within the area of the development plan that is being platted.

2.05 **Additional Landscape Requirements.**

- (1) Landscaping shall be installed at both entry ways and along Cummings Road.

(2) Such areas shall be landscaped with trees identified on the preferred tree list in Section 2.03 and shall be equipped with permanent irrigation systems.

(3) Public sidewalks shall be permitted within landscape areas.

(4) Landscape areas shall be considered common areas. As such, installation and perpetual maintenance shall be the responsibility of the property owners' association. The City of Alvarado shall have no responsibility for the installation, watering, or other maintenance of the landscape areas established by this Section.

2.06 **Parkland Dedication.** The Parks at Alvarado Planned Development shall provide for a minimum of two (2) acres per 100 single-family detached residential dwellings. No more than 50% of such parkland shall be designated as Zone X according to current FEMA maps.

2.07 **Open Space:** All Open Space lots within the Property, including all improvements that have not been conveyed to the City of Alvarado, such as ponds, walkways and trails, will be maintained by a property owners association.

2.08 **Development Schedule:** It is anticipated that the development of the property will begin within one to two years after approval and signing of the zoning ordinance. During this time period, prior to the initial stages of development, it is foreseen that plans and studies will be prepared for development and marketing of the property. Progress of development improvements will primarily depend on time frames established for the construction of thoroughfares, utilities and market trend/demands for the area. It is anticipated that the development of the property, excluding total construction of all structures, will be completed within 2 to 4 years of zoning approval. The City understands that the development schedule is contingent upon availability of water and sewer; however, the City has responsibility to make sewer available to the development.

SECTION 3 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. To the extent that the

provisions of the City of Alvarado's various development ordinances conflict with this ordinance, the terms of this ordinance shall control.

SECTION 4 SEVERABILITY CLAUSE

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

SECTION 5 PENALTY CLAUSE

Any person, firm, association of persons, company, corporation, or their agents, servants, or employees violating or failing to comply with any of the provisions of this article shall be fined, upon conviction, not less than one dollar (\$1.00) nor more than two thousand dollars (\$2,000.00), and each day any violation of noncompliance continues shall constitute a separate and distinct offense. The penalty provided herein shall be cumulative of other remedies provided by State Law, and the power of injunction as provided in V.T.C.A. Local Government Code and as may be amended, may be exercised in enforcing this article whether or not there has been a complaint filed.

SECTION 6 EFFECTIVE DATE

This Ordinance shall be in full force and effect from and after its passage and publication as provided by law,

PASSED AND APPROVED this the 15th day of July, 2019.



MAYOR

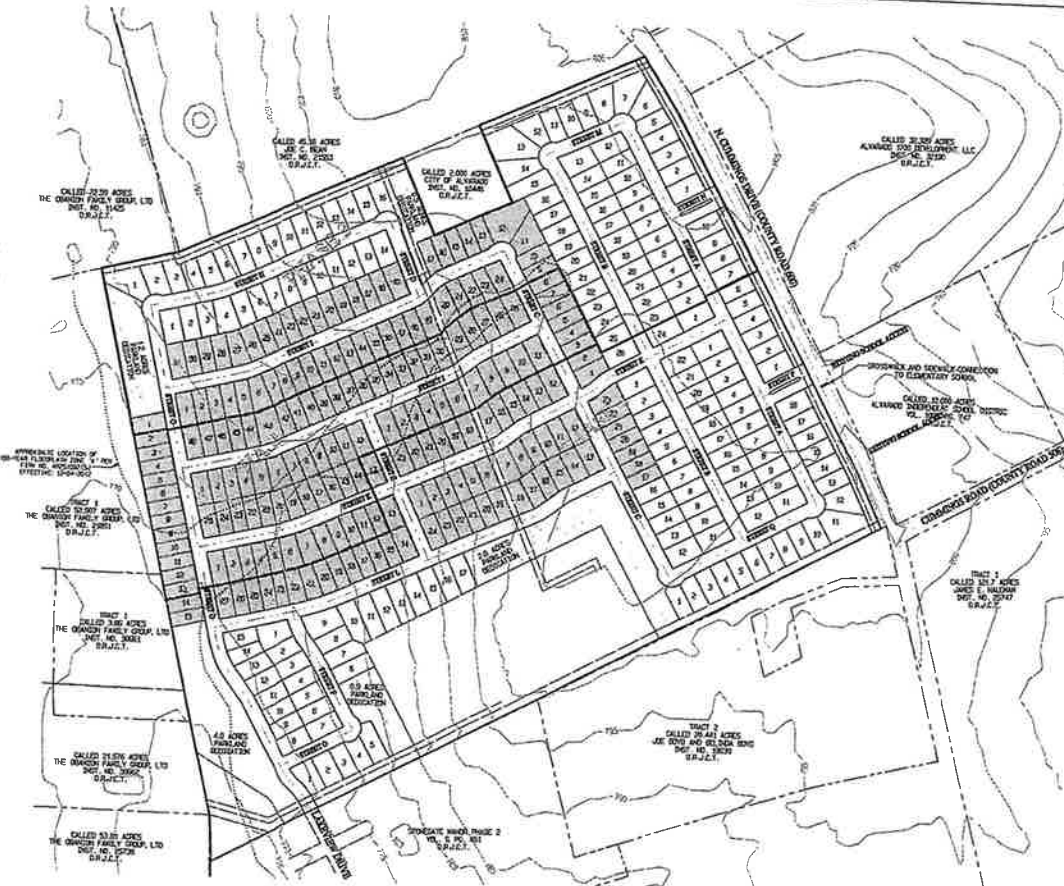
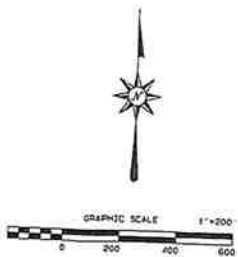
ATTEST:


City Secretary

First Reading: 07-15-2019

EXHIBIT A Conceptual Plan

Exhibit A



PROPOSED USE	NUMBER OF LOTS	ACREAGE
Single Family Residential	381	75.17
Open Space	5	9.40
ROW	N/A	18.43
TOTAL PROJECT SIZE ACREAGE		103.00
TOTAL NO. OF DWELLING UNITS = 381		
TOTAL DENSITY = 381 LOTS/103.2 AC. = 3.69 LOTS/AC.		

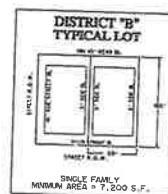
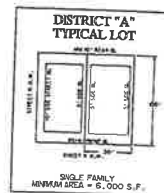
TRP. LOT SIZE	TOTAL LOTS	TRIP. FEET/PER 100 RESIDENTIAL UNITS	ROADWAY FEET/PER 100 RESIDENTIAL UNITS
50'x120'	282	2.40	2.0
60'x120'	100		
TOTAL	381		

ZONING DISTRICT	MIN LOT AREA	MIN LOT WIDTH	MIN LOT DEPTH	MIN FRONT SETBACK	MIN SIDE SETBACK	MIN REAR SETBACK	MIN HEIGHT	MAX GROUND COVER	MIN PRINCIPAL COVER	MAX DENSITY	MAX DENSITY
SP-2 (RFD)	10,000	50	120	10	10	10	10	10	10	10	10
SP-2 (RFD)	10,000	50	120	10	10	10	10	10	10	10	10
SP-2 (RFD)	10,000	50	120	10	10	10	10	10	10	10	10

PROJECT REMARKS:
UNITED STATES COX CONSERVATION SERVICE
BRASS DISC IN CONCRETE FOUND
APPROXIMATELY 15 FEET EAST OF FENCE GATE
AT EAST END OF ROAD, APPROXIMATELY 90'
WEST OF THE CENTERLINE INTERSECTION OF
LACVIEW DRIVE & ROAD DRIVE
ELEVATION = 759.12 FEET NAVD 88

DISTRICT "A" - TYPICAL LOT 50' X 120'

DISTRICT "B" - TYPICAL LOT 60' X 120'



DEVELOPER:
VLMC, INC.
3045 LACKLAND ROAD
FORT WORTH, TEXAS 76116
PHONE: (817) 502-2539

PREPARED BY:
GOODWIN
MARSHALL
CIVIL ENGINEERS - PLANNERS - SURVEYORS
2405 Mustang Drive, Grapevine, Texas 76051
Metro (817) 329-4373
TBE REGISTRATION # F-2944
TBEPLS # 10021700

CONCEPT PLAN
FOR
THE PARKS OF ALVARADO
BEING
103.2 ACRES
381 RESIDENTIAL LOTS
SITUATED IN
CITY OF ALVARADO, JOHNSON COUNTY, TEXAS

SHEET 1 OF 1

EXHIBIT B

LEGAL DESCRIPTION

BEING A 103.193 ACRE TRACT OF LAND SITUATED IN THE HIRAM LEWIS SURVEY, ABSTRACT No. 516, JOHNSON COUNTY, TEXAS, BEING A PORTION OF THAT TRACT OF LAND CONVEYED TO TEXAS A&M TRUST AS RECORDED IN INSTRUMENT No. 23679 DEED RECORDS, JOHNSON COUNTY, TEXAS (D.R.J.C.T.), REFERENCE DEED FROM JOHN MICHAEL PERCIFIELD RECORDED IN VOLUME 559, PAGE 665, D.R.J.C.T., AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

Beginning at a found 1" STEEL CAP (Watson & Associates) located on the West Right of Way line of County Road 600 (North Cummings Drive), said iron also being the Northeast corner of said Texas A&M Trust tract of land;

THENCE S 32°15'24" E along the West Right of Way line of County Road 600 (North Cummings Drive), A DISTANCE OF 236.95', to a set 1/2" iron rod with yellow Fort Worth Surveying cap, for a corner;

THENCE S 28°24'19" E along the West Right of Way line of County Road 600 (North Cummings Drive) A DISTANCE OF 1411.38', to a found 3/8" iron rod for a corner;

THENCE S 24°24'38" E along the West Right of Way line of County Road 600 (North Cummings Drive) A DISTANCE OF 216.76', to a found 3/8" iron rod for a corner;

THENCE S 61°20'39" W along the South line of said A&M TRUST TRACT A DISTANCE OF 2647.10', to found 3/8" iron rod for a corner;

THENCE N 03°02'38" W A DISTANCE OF 169.73', to a found 4" steel post set in concrete for a corner;

THENCE N 12°58'23" W A DISTANCE OF 1981.89', to a set 1/2" iron rod with yellow Fort Worth Surveying cap, for a corner;

THENCE N 76°43'03" E A DISTANCE OF 278.81', to a found 3/8" iron rod, for a corner;

THENCE N 65°19'16" E A DISTANCE OF 860.49', to a found 1/2" iron rod with yellow Fort Worth Surveying cap, for a corner;

THENCE S 24°40'44" E A DISTANCE OF 295.16', to a found 1/2" iron rod with yellow Fort Worth Surveying cap, for a corner;

THENCE N 65°19'16" E A DISTANCE OF 295.16', to a found 1/2" iron rod with yellow Fort Worth Surveying cap, for a corner;

THENCE N 24°40'44" W A DISTANCE OF 295.16', to a found 1/2" iron rod with yellow Fort Worth Surveying cap, for a corner;

THENCE N 65°17'46" E A DISTANCE OF 625.13', to The Point of Beginning, and containing 103.193 ACRES of land more or less.

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

REFUSAL OF DELIVERY AND REJECTION OF CONVEYANCE

WHEREAS, on November 8, 2022, Lackland Land Developer, Ltd., a Texas limited partnership, as Grantor, attempted to transfer to the City of Alvarado, as Grantee, the property hereinafter described, by "Special Warranty Deed" filed for record under Clerk's File No. 2022-38869, and

WHEREAS, said Grantee never accepted delivery of said property and never desired to have said property transferred to it; and

WHEREAS, no consideration was tendered or offered by said Grantee to Grantor, and

WHEREAS, said Grantee refuses to accept tender and delivery of said property; and

NOW, therefore, the City of Alvarado refuses to accept tender and delivery of said Special Warranty Deed and of the property located in Johnson County, Texas, described as follows:

Lots 44X, 169, Block A; Lot 78X, Block C, Parks of Alvarado, Phase 1, according to the correction Plat recorded in File No. 2021-45, Plat Records of Johnson County, Texas; and,

Lot 79X, Block C, Parks of Alvarado, Phase 3, according to the correction Plat recorded in File No. 2022-80, Plat Records of Johnson County, Texas

This document is not meant to release or otherwise affect the statutory tax liens held by the City of Alvarado.

EXECUTED this the ____ day of _____, 2023.

City of Alvarado

By: Jacob Wheat, Mayor

STATE OF TEXAS §
COUNTY OF JOHNSON §

This instrument was acknowledged before me on _____, 2023 by Jacob Wheat, Mayor.

NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

EXECUTED this the ____ day of _____, 2023.

Return to: City of Alvarado
 104 W. College St.
 Alvarado, TX 76009



City Council Meeting Management Report

Meeting Date: 7-17-2023

Contact: Teddy May

Phone: 972-921-4412

AGENDA ITEM:

VertaSoft/SOMA Master Services Agreement

BACKGROUND & FINDINGS:

Current Records Management System (Central Square OSSI) has reached end of life. Johnson County Consortium has selected SOMA Global to provide an RMS solution. Johnson County is funding the implementation and first year of service. After the first year, the City of Alvarado will be responsible for funding the new RMS.

FINANCIAL IMPACT:

Period of Performance: 04/01/2024 - 03/31/2025
22,836.43

Period of Performance: 04/01/2025 - 03/31/2026
23,978.24

Period of Performance: 04/01/2026 - 03/31/2027
25,177.16

Period of Performance: 04/01/2027 - 03/31/2028
26,436.03

Total \$98,427.86

RECOMMENDATION:

Staff recommends approval of the MSA.

MANAGEMENT REVIEW:

Paul DeBuff, City Manager



1602 Village Market Blvd # 320 Leesburg VA 20175

1636 W Snow Ave Tampa, FL 33606

VERTOSOFT, LLC

MASTER SERVICES AGREEMENT

This Master Services Agreement (this “**Agreement**”) is entered into as of _____, by and between **VERTOSOFT, LLC**, a Delaware corporation (“**VERTOSOFT, LLC**”, “**we**” or “**us**”) and **City of Alvarado, Texas** (“**Alvarado**”, “**City**” or “**Client**” or “**you**”). VERTOSOFT, LLC and Client are referred to herein as the “**Parties**” and, each, a “**Party**”.

SOMA Global, Inc. also known as (“SOMA” OR “SOMA Global”) is a party hereto and by nature of GOVERNMENT SOLUTIONS DISTRIBUTION AGREEMENT, Agreement Number V 2022-0716 and as the entity bound to Vertosoft LLC and City of Alvarado, Texas to provide to Johnson County the Software as a service (SaaS), licenses, subscription services, and onboarding services.

SOMA Global Inc. by and through its representative and by the signature of said and representative on this document does hereby agree to and approve the terms set out herein does agree to be bound by all of the terms herein and will fulfill for City of Alvarado and be liable to City for all obligations of Vertosoft, LLC set forth herein, including Addendums and Attachments.

The parties and signatories hereto understand and agree that SOMA Global Inc. will be providing SOMA GLOBAL PLATFORM, SOMA GLOBAL HUB, SOMA GLOBAL RECORDS, SOMA GLOBAL DISPATCH, SOMA GLOBAL MOBILE, SOMA GLOBAL CONNECTIONS & ADD-ONS to City of Alvarado, Texas to fulfill Vertosoft’s and SOMA Global’s contractual obligations to City of Alvarado.

The parties and signatories hereto understand and agree that SOMA will be performing the obligations set out in the “Statement of Work v03 30 23 JCTX” attached as Exhibit D to City of Alvarado “Contract Terms Addendum to Vertosoft, LLC Master Services Agreement” to fulfill Vertosoft contractual obligations to the City.

Vertosoft and SOMA agree that City of Alvarado shall have access to all agreements between Vertosoft and SOMA regarding work or service or products provided to City of Alvarado by Vertosoft or SOMA.

This Transaction with Vertosoft, LLC is made pursuant to and under the auspices of TIPS – USA Contract Number: 220105.

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1. DEFINITIONS

"Affiliate" means any entity that directly or indirectly controls, is controlled by, or is under common control with the subject entity. "Control," for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.

"Documentation" means the applicable Service's documentation, and its usage guides and policies, as updated from time to time and provided to You.

"Malicious Code" means code, files, scripts, corrupted files, agents or programs intended to do harm, including, for example, viruses, worms, time bombs and Trojan horses.

"Non-VERTOSOFT, LLC Application" means a web-based, mobile, offline or other software application that is provided by You or a third party and is linked, connected, or used in conjunction with a Service, including any application that is developed by or for You that is not provided by Us. The parties understand and agree that SOMA GLOBAL, INC. will be supplying and providing Applications software and services pursuant to this agreement and said SOMA Global, Inc applications will NOT be treated as a "Non-VERTOSOFT, LLC Application" for purposes of this Agreement. The term "Vertosoft, LLC Applications" or "Our" Applications will include SOMA Global Inc. Applications throughout this Agreement and any Addenda, Exhibits or Supplements hereto.

"Order Form" means an ordering document specifying the Services to be provided hereunder that is entered into between Soma Global, Inc; Vertosoft, LLC; and City of Alvarado, Texas including any addenda and supplements thereto.

"Services" means SOMA Global, Inc's Public Safety as a Service Platform, including the modules embedded therein and to which You have purchased a subscription pursuant to an Order Form. "Services" exclude Non-VERTOSOFT, LLC Applications and Non-SOMA Global, Inc. Applications.

"User" means an individual who is authorized by You to use a Service, for whom You have purchased a subscription, or to whom You (or, when applicable, Us at Your request) have supplied a user identification and password. Users may include Your employees, consultants, contractors, agents, and other third parties with which You transact business.

"We/Us" means and includes SOMA Global, Inc. when referring to software, subscriptions, services or other obligation of Vertosoft or SOMA or both in providing software, subscriptions, services or otherwise fulfilling obligations to COUNTY.

"Your Data" means electronic data and information, including personal data, transferred by or for You during Your use of the Services.

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2. OUR RESPONSIBILITIES

2.1 Provision of Services. We will (a) make the Services available to You pursuant to this Agreement and the applicable Order Forms, (b) provide applicable VERTOSOFT, LLC and SOMA Global, Inc. standard support for the Services to You at no additional charge and/or upgraded support if purchased, (c) use commercially reasonable efforts to make the online Services available 24 hours a day, 7 days a week, except for: (i) planned downtime (of which We shall give advance electronic notice to the extent practicable) and (ii) any unavailability caused by circumstances beyond Our reasonable control, including, for example, an act of God, act of government, flood, fire, earthquake, civil unrest, act of terror, strike or other labor problem (other than one involving Our employees), Internet service provider failure or delay, Non-VERTOSOFT, LLC Application, denial of service attack or other interference caused by third party malicious interference.

2.2 Protection of Your Data. We will maintain commercially reasonable administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Your Data. Those safeguards will include, but will not be limited to, measures designed to prevent access, use, modification or disclosure of Your Data by Our personnel except (a) to provide the Services and prevent or address service or technical problems, (b) to improve our Services, (c) as compelled by law in accordance with Section 7.3 (Compelled Disclosure) below, or (d) as You expressly permit in writing. You are solely responsible for complying with any applicable laws and regulations regarding the processing or transferring of Your Data while using the Services.

2.3. Our Personnel. We will be responsible for the performance of Our personnel (including Our employees and contractors) and their compliance with Our obligations under this Agreement, except as otherwise specified herein.

2.4. Professional Services. To the extent an Order Form contemplates the provision of implementation, configuration, migration or other services to be provided by Us (such services, “**Professional Services**”), such Professional Services shall be provided in accordance with the terms set forth in the applicable Order Form. We retain ownership of all work product resulting from Our provision of Professional Services (“**Services Work Product**”) and hereby grant You a non-exclusive, non-assignable, non-sublicensable license to use such Services Work Product in connection with, and for the duration of, your subscription to the Services.

3. USE OF SERVICES

3.1 Subscriptions. Services are purchased as subscriptions and are not sold to you. Your right to use the Services are set forth in an Order Form. Order Forms may be amended only in a writing signed by authorized representatives of each Party. The parties agree and understand the ONLY AUTHORIZED REPRESENTATIVE of the City of Alvarado who can authorize an expenditure of funds,

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whether by approving an “ORDER FORM” or otherwise, is the City Council. The parties agree that the terms of this agreement cannot be amended or altered, nor additional financial obligations incurred by City of Alvarado, without the approval of City of Alvarado.

3.2 Usage Limits. Services are subject to the usage limits set forth in the Order Form. If You exceed a contractual usage limit, You will assessed a surcharge in accordance with the rates set forth in the applicable Order Form.

3.3 Your Responsibilities.

(a) You shall ensure all use of the Services by You or Your Users complies with this Agreement, the Documentation, any Order Forms and all applicable laws, rules and regulations.

(b) You are solely responsible for the accuracy and quality of Your Data, and warrant that the transmission of Your Data for use by Us as contemplated in this Agreement complies with all applicable data privacy laws and regulations.

(c) You shall use commercially reasonable efforts to prevent unauthorized access to or use of Services, and will notify Us promptly of any such unauthorized access or use.

(d) You are solely responsible for ascertaining the suitability of, and for the selection of, the Services, as well as for installation, implementation and use of the Services, and for the results obtained by using the Services. You are responsible for decisions made and actions taken based on the use by You or Your Users of the Services.

(e) You will not (i) make any Service available to, or use any Service for the benefit of, anyone other than You or Users, unless expressly stated otherwise in an Order Form or the Documentation; (ii) sell, resell, license, sublicense, distribute, make available, rent or lease any Service to third parties; (iii) attempt to gain unauthorized access to any Service or its related systems or networks or circumvent any usage limits; (iv) copy a Service or any part, feature, function or user interface thereof except for internal use only as expressly permitted herein or in an Order Form or the Documentation; (v) frame or mirror any part of any Service externally; (vi) use any Service in order to build a competitive product or service or attempt to reverse engineer any Service; (vii) introduce any Malicious Code to the Services or use the Services to distribute any Malicious Code; or (viii) remove any copyright, trademark or other proprietary rights notices contained in or on the Services. Any use of the Services in breach of this Agreement, Documentation or Order Forms by You or Users that in Our judgment threatens the security or availability of Our services may result in Our immediate suspension of your right to access the Services. We will use commercially reasonable efforts to provide You with notice and an opportunity to remedy such violation or threat prior to such suspension.

3.4 External-Facing Services. If You subscribe to a Service for sending electronic messages or for the creation and hosting of, or for posting content on, external-facing websites, such use is subject to prohibited material and actions, as may be applicable to a Service, and You are solely

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responsible for complying with applicable law in Your use of any cookies or other tracking technologies.

3.5 Removal of Your Data. If We receive information that Your Data may violate applicable law, regulation or third-party intellectual property rights, We will notify You in such event, and You will promptly remove such data from the Services. If You fail to remove such data from the Services following a notice, or if we reasonably determine that such data must be removed immediately without notice, We may remove such data ourselves. In the event such data is removed it will be quarantined and secured, it will not be destroyed as such data may be data of a law enforcement agency or the State of Texas or a political subdivision of the State of Texas. Said data will not be destroyed without the explicit written approval of the law enforcement agency, political subdivision of the State of Texas, or a Court Order of a Johnson County District Court.

4. NON-VERTOSOFT, LLC PROVIDERS

Non-VERTOSOFT, LLC Applications may be used in conjunction with the Services in accordance with the terms herein. We do not support Non-VERTOSOFT, LLC Applications and are not responsible for the functionality or interoperability of Non-VERTOSOFT, LLC Applications with the Services. If You use a Non-VERTOSOFT, LLC Application that is interfaced with Your VERTOSOFT, LLC Application, it is expected VERTOSOFT, LLC will be granted permission by You to access your account with a Non-VERTOSOFT, LLC Application and allow the Non-VERTOSOFT, LLC Application and its provider to access Your Data, as applicable. We are not responsible for any disclosure, modification or deletion of Your Data resulting from access or use by any Non-VERTOSOFT, LLC Application or its provider. We may cease supporting the interoperability of the Services with any Non-VERTOSOFT, LLC Application at any time and shall provide a 30-day written notice when doing so. We will provide written notice within 30 days of any disclosure, modification or deletion of access or use by any Non-VERTOSOFT, LLC Application or its provider resulting in ceased support to You. The parties understand and agree that SOMA GLOBAL, INC. will be supplying and providing Applications software and services pursuant to this agreement and said SOMA Global, Inc applications will NOT be treated as a "Non-VERTOSOFT, LLC Application" for purposes of this Agreement. The term "Vertosoft, LLC Applications" or "Our" Applications will include SOMA Global Inc. Applications throughout this Agreement and any Addenda, Exhibits or Supplements hereto.

5. FEES

5.1 Fees. You will pay all fees specified in Order Forms ("**Fees**"). Except as otherwise specified herein or in an Order Form, (i) Fees are based on Service subscription licenses purchased and not actual usage (except for usage surcharges set forth in an Order Form), (ii) payment obligations are non-cancelable and Fees paid are non-refundable, and (iii) quantities purchased cannot be decreased during the relevant subscription term without Our prior written consent.

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5.2 Payments. You will pay the Fees in accordance with the payment schedule contemplated in the Order Form. Unless otherwise stated in the Order Form, invoiced charges are due net 30 days from the invoice date. You are responsible for providing complete and accurate billing and contact information to Us and notifying Us of any changes to such information.

5.3 Consequences of Non-Payment or Late Payment. Payment for services under this agreement are to be governed by TEXAS GOVERNMENT CODE-TITLE 10. GENERAL GOVERNMENT - SUBTITLE F. STATE AND LOCAL CONTRACTS AND FUND MANAGEMENT - CHAPTER 2251. PAYMENT FOR GOODS AND SERVICES or applicable superseding statute during the term of the Agreement. If Client account remains delinquent (with respect to payment of a valid invoice) for forty-five (45) days after receipt of a delinquency notice from VERTOSOFT, LLC, which may be provided via email to Client's designated billing or legal contact, VERTOSOFT, LLC may temporarily suspend Client's access to the Software Service to pursue good faith negotiations before pursuing termination in accordance with Section 11. The Client will continue to incur and owe all applicable Fees irrespective of any such Service suspension based on such Client's delinquency.

5.4 Taxes. Our fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including, for example, value-added, sales, use or withholding taxes, assessable by any jurisdiction whatsoever (collectively, "**Taxes**"). You are responsible for paying all Taxes associated with Your purchases hereunder. If We have the legal obligation to pay or collect Taxes for which You are responsible under this Section, We will invoice You and You will pay that amount unless You provide Us with a valid tax exemption certificate authorized by the appropriate taxing authority. For clarity, We are solely responsible for taxes assessable against Us based on Our income, property and employees.

6. PROPRIETARY RIGHTS

6.1 Reservation of Rights. Subject to the limited rights expressly granted hereunder, We reserve all of Our rights, title and interests in and to the Services and Services Work Product, including all related intellectual property rights therein. We reserve all rights not expressly granted to You hereunder.

6.2 License to Host Your Data. You grant Us, Our Affiliates and Our contractors a limited license to host, copy, transmit and display Your Data in any CJIS-compliant facility as reasonably necessary for Us to provide the Services in accordance with this Agreement.

6.3 License to Use Feedback. Upon approval, You grant to Us and Our Affiliates a perpetual, irrevocable, royalty-free license to use and incorporate into Our and/or Our Affiliates' services any suggestion, enhancement request, recommendation, correction or other feedback provided by You or Users relating to the operation of the Services. Feedback will be non-public unless agreed upon otherwise.

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6.4 Federal Government End Use Provisions. We provide the Services, including related software and technology, for ultimate federal government end use solely in accordance with the following: Government technical data and software rights related to the Services include only those rights customarily provided to the public as defined in this Agreement. This customary commercial license is provided in accordance with FAR 12.211 (Technical Data) and FAR 12.212 (Software) and, for Department of Defense transactions, DFAR 252.227-7015 (Technical Data – Commercial Items) and DFAR 227.7202-3 (Rights in Commercial Computer Software or Computer Software Documentation). If a government agency has a need for rights not granted under this Agreement, it must negotiate with Us to determine if there are acceptable terms for granting those rights.

7. CONFIDENTIALITY

7.1 Confidential Information. “**Confidential Information**” means all information disclosed by a Party (“**Disclosing Party**”) to the other Party (“**Receiving Party**”), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Your Confidential Information includes Your Data; Our Confidential Information includes the Services; as well as business and marketing plans, technology and technical information, product plans and designs, and business processes disclosed by such Party. However, Confidential Information does not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (iii) is received from a third party without breach of any obligation owed to the Disclosing Party, or (iv) was independently developed by the Receiving Party without reference to the Disclosing Party’s Confidential Information. The Client is subject to the Texas Government Code, Chapter 552., which gives the right to access government records. Client will comply with the Texas Government Code, Chapter 552. Vertosoft, LLC and SOMA Global, Inc will also comply with Texas Government Code, Chapter 552 to the extent required by law or as necessary to protect their proprietary information.

7.2 Permitted Use. The Receiving Party will use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but not less than reasonable care) to (i) not use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement and (ii) except as otherwise authorized by the Disclosing Party in writing, limit access to Confidential Information of the Disclosing Party to those of its and its Affiliates’ employees and contractors who need that access for purposes consistent with this Agreement. In addition, either Party may disclose the terms of this Agreement to actual or potential acquirers, lenders or other sources of capital. We may also disclose the terms of this Agreement and any applicable Order Form to a subcontractor or Non-VERTOSOFT, LLC Application provider to the extent necessary to perform Our obligations to You under this Agreement.

7.3 Compelled Disclosure. The Receiving Party may disclose Confidential Information of the Disclosing Party to the extent compelled by law to do so, provided the Receiving Party gives the

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Disclosing Party prior notice of the compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure.

8. REPRESENTATIONS & WARRANTIES

8.1 Both Parties. Each Party and signatory hereto represent and warrants that (a) it has the necessary power, authority and legal right to enter into and perform this Agreement; and (b) this Agreement is a legal, valid and binding obligation on such Party and signatory hereto, fully enforceable against it.

8.2 Our Warranties. We warrant that (a) We will not materially decrease the overall security of the Services without prior notice to You, (b) the Services will materially perform in accordance with the applicable Documentation, (c) We will not materially decrease the overall functionality of the Services, and (d) We will perform the Services and any other obligations hereunder in a professional and diligent manner in accordance with all applicable laws, regulations and rules.

9. INDEMNIFICATION

9.1. Indemnification by Us. We will defend You against any claim, demand, suit or proceeding made or brought against You by a third party alleging that any Service infringes or misappropriates such third party's intellectual property rights (a "**Claim Against You**"), and will indemnify You from any damages, attorney fees and costs finally awarded against You as a result of, or for amounts paid by You under a settlement approved by Us in writing of a Claim Against You, provided You (a) promptly give Us written notice of the Claim Against You, (b) give Us sole control of the defense, and settlement of the Claim Against You (except that We may not settle any Claim Against You unless it unconditionally releases You of all liability), and (c) give Us all reasonable assistance, at Our expense. If We receive information about a potential infringement or misappropriation claim related to a Service, We may in Our sole discretion and at no cost to You (i) modify the Services so that they are no longer claimed to infringe or misappropriate, without breaching Our warranties under "VERTOSOFT, LLC Warranties" above, (ii) obtain a license for Your continued use of that Service in accordance with this Agreement, or (iii) terminate Your subscriptions for that Service upon 30 days' written notice and refund You any prepaid Fees. The above defense and indemnification obligations do not apply to the extent a Claim Against You arises from (d) Your Data or a Non-VERTOSOFT, LLC Application, (e) Your use of the Services in violation of this Agreement, the Documentation or applicable Order Forms, or (f) your customization or configuration of the Services or any customization or configuration of the Services provided by Us at your direction.

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10. LIMITATION OF LIABILITY

We are not responsible for limitations, delays, and other problems inherent in the use of the internet and electronic communications. We are not responsible for data, messages or pages lost, not delivered, delayed or misdirected because of interruptions or performance issues with the Services or communications services or networks.

NEITHER PARTY SHALL BE LIABLE FOR (A) SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, TORT OR COVER DAMAGES, INCLUDING, WITHOUT LIMITATION, DAMAGES RESULTING FROM DELAY OF DELIVERY OR LOSS OF PROFITS, DATA, BUSINESS, OR GOODWILL OR (B) AGGREGATE LIABILITY IN EXCESS OF THE TOTAL FEES PAID BY YOU FOR THE SERVICES GIVING RISE TO THE LIABILITY. THE FOREGOING LIMITATIONS APPLY WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY, BUT WILL NOT LIMIT; (I) EITHER PARTY'S LIABILITY FOR MISAPPROPRIATION OR INFRINGEMENT OF THE OTHER PARTY'S TECHNOLOGY OR INTELLECTUAL PROPERTY RIGHTS; (II) EITHER PARTY'S LIABILITY FOR GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT OR (III) EITHER PARTY'S LIABILITY FOR A BREACH OF ITS CONFIDENTIALITY OBLIGATIONS HEREUNDER (EXCLUDING A BREACH OF YOUR DATA). THE FOREGOING LIMITATIONS APPLY EVEN IF A PARTY OR ITS AFFILIATES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF A PARTY'S OR ITS AFFILIATES' REMEDY OTHERWISE FAILS OF ITS ESSENTIAL PURPOSE. FOR THE SAKE OF CLARIFICATION, IT IS UNDERSTOOD BY YOU THAT WE DO NOT GUARANTEE, NOR INDEMNIFY, NOR SHALL WE HOLD YOU HARMLESS TO ANY USE OF OR RELIANCE UPON THE DISPATCH PROTOCOLS CREATED BY YOU OR CONTAINED IN THE SOFTWARE.

11. TERM AND TERMINATION

11.1 Term. This Agreement shall be effective as of the date signed by the Parties below and continues until all subscriptions and Order Forms have expired or have been terminated.

11.2 Term of Subscriptions. The term of each subscription shall be as specified in the applicable Order Form. Except as otherwise specified in an Order Form, subscriptions will automatically renew for additional periods equal to the expiring subscription term or one year (whichever is shorter), unless either Party gives the other notice of non-renewal at least **90 days** before the end of the relevant subscription term. Except as expressly provided in the applicable Order Form, renewal of promotional or one-time priced subscriptions will be at Our applicable list price in effect at the time of the applicable renewal.

11.3 Termination. A Party may terminate this Agreement for cause (i) upon 60 days' written notice to the other Party of a material breach if the breaching Party has not taken commercially reasonable steps to remedy such breach within such sixty (60) day period (provided that, for clarity, the breaching Party shall not be obligated to have cured such breach within such sixty (60) day period), or (ii) if the other Party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors. In the event funds are not appropriated or become non-appropriated by the local

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governing body for VERTOSOFT, LLC, for an included fiscal year in the term of this agreement, it is agreed by the parties that the City must give sixty (60) days' notice of non-appropriation and the City's obligations will be relieved of extending beyond the effective date of non-appropriated services.

11.4 Effects of Termination. If this Agreement is terminated by You in accordance with Section 11.3 (Termination), We will refund You any prepaid but unused Fees. If this Agreement is terminated by Us in accordance with Section 11.3 (Termination), You will pay all Fees incurred until the effective date of termination. Early termination shall not relieve You of Your obligation to pay Fees for the period prior to the effective date of termination. Upon Your request made within 30 days after the effective date of termination or expiration of this Agreement, We will make Your Data available to You for export or download as provided in the Documentation. After such 120-day period, We are not obligated to maintain or provide Your Data to You, and will delete or destroy all copies of Your Data in Our systems or otherwise in Our possession or control, except in accordance with any bona fide document retention policies or to comply with applicable law.

12. MISCELLANEOUS

12.1 Surviving Provisions. Section 1 (Definitions), Section 5.1 (Fees), Section 5.2 (Payments), Section 6.1 (Reservation of Rights), Article 7 (Confidentiality), Section 8.3 (Disclaimers), Article 9 (Indemnification), Article 10 (Limitation of Liability), Section 11.4 (Effects of Termination), and this Article 12 (Miscellaneous) shall survive any termination or expiration of this Agreement.

12.2 Notice. All notices related to this Agreement will be in writing and sent to the addresses identified herein and will be effective upon (a) personal delivery, (b) the second business day after mailing, or (c) the day of sending by email. Notices related to any breach of this Agreement must be sent by methods (a) or (b) only.

TO VERTOSOFT, LLC: 1602 Village Market Blvd # 320
Leesburg, VA 20175

TO SOMA GLOBAL, INC.: 1636 W Snow Ave
Tampa, FL 33606

TO CITY OF ALVARADO: 104 W College St
Alvarado, TX 76009

12.3 Governing Law. This Agreement and any Statement of Work, Order Form, or supporting documents shall be governed by the laws of the State of Texas. Venue for any action or claim arising out of the Agreement must be in the state district courts in Johnson County, Texas or the Northern District of Texas.

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12.4 Export Compliance. The Services may be subject to export laws and regulations of the United States and other jurisdictions. Each Party, **including City of Alvarado, Texas, Vertosoft, LLC and SOMA Global, Inc.,** represents that it is not named on any U.S. government denied-party list. You shall not permit Users to access or use any Service in a U.S. embargoed country (currently Cuba, Iran, North Korea, Sudan, Syria or Crimea) or in violation of any U.S. export law or regulation.

12.5 Anti-Corruption. You agree that You have not received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from any of Our employees or agents in connection with this Agreement. Reasonable gifts and entertainment provided in the ordinary course of business do not violate the above restriction. If You learn of any violation of the above restriction, You will must promptly notify us.

12.6 Entire Agreement. This Agreement, including the CITY OF ALVARADO CONTRACT TERMS ADDENDUM (and including each Order Form entered into hereunder and the Documentation referenced herein) is the entire agreement between You and Us regarding Your use of Services and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. Except as otherwise provided herein, no modification, amendment, or waiver of any provision of this Agreement will be effective unless in writing and signed by both Parties. In the event of any conflict among this Agreement, an Order Form, or the Documentation, the Agreement shall take precedence over an Order Form and the Documentation, and an Order Form takes precedence over the Documentation. **NOTWITHSTANDING THE FOREGOING STATEMENT, THE TERMS AND PROVISIONS OF THE CITY OF ALVARADO CONTRACT TERMS ADDENDUM TO THIS VERTOSOFT, LLC MASTER SERVICES AGREEMENT SHALL BE AND ARE INCORPORATED FULLY INTO THIS AGREEMENT AND SHALL TAKE PRIORITY AND PRECEDENCE OVER ALL TERMS THAT CONFLICT WITH THOSE SET OUT IN THE CITY OF ALVARADO CONTRACT TERMS ADDENDUM TO VERTOSOFT, LLC MASTER SERVICES AGREEMENT or other documents proffered by VERTOSOFT, LLC or SOMA Global, Inc.**

12.7 Assignment. Neither Party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the other Party's prior written consent (not to be unreasonably withheld); provided, however, We may assign this Agreement in its entirety (together with all Order Forms), without Your consent in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets. This Agreement will bind and inure to the benefit of the Parties, their respective successors and permitted assigns.

12.8 Relationship of the Parties. The Parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the Parties.

12.9 Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision will be deemed null and void, and the remaining provisions of this Agreement will remain in effect.

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[Signature Page Follows.]

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IN WITNESS WHEREOF, the Parties have executed this Agreement, effective as of the date first written below.

APPROVED AS TO FORM AND CONTENT:

CITY OF ALVARADO:

Name
City of Alvarado

Date

Attest:

Title _____

Date

VERTOSOFT, LLC:

Authorized Representative of
VERTOSOFT, LLC

Date

SOMA Global, Inc.:

Authorized Representative of
SOMA Global, Inc.

Date

CITY OF ALVARADO CONTRACT TERMS ADDENDUM TO VERTOSOFT, LLC MASTER SERVICES AGREEMENT

The City of Alvarado Finds, and the Parties Agree, as Follows:

1.1

This **Addendum** is part of an Agreement between **CITY OF ALVARADO, TEXAS**, a political subdivision of the State of Texas, (hereinafter referred to as “**CITY OF ALVARADO**” or “**CITY**” and referred to as “**CLIENT**” in certain documents put forth by **VERTOSOFT, LLC** and / or **SOMA GLOBAL INC.** **VERTOSOFT, LLC** may be referred to herein as “**VERTOSOFT**”. **SOMA GLOBAL, INC.** may be referred to herein as “**SOMA GLOBAL**” or “**SOMA**”. The term “**COMPANY**” as used herein may refer to **VERTOSOFT, LLC** and **SOMA GLOBAL, INC.**, singularly, or both, as may be applicable. Certain documents put forth by **VERTOSOFT, LLC** or **SOMA GLOBAL, INC.** may refer to **VERTOSOFT, LLC** or **SOMA GLOBAL, INC.** as “**WE**” or “**US**”. **CITY OF ALVARADO, VERTOSOFT, LLC** and **SOMA GLOBAL, INC.**, singularly or jointly, as may be applicable, may be collectively identified as the “**Parties**” or each individually as a “**Party**”. This Addendum is part of the Agreement with **VERTOSOFT, LLC** and **SOMA GLOBAL, INC.** and is intended to modify (as set forth in this Addendum) all documents, including the Proposal and any acceptance of the Proposal put forth by **VERTOSOFT, LLC** and **SOMA GLOBAL, INC.** This Addendum modifies (as set forth in this Addendum) the **VERTOSOFT, LLC MASTER SERVICE AGREEMENT** and the **GOVERNMENT SOLUTIONS DISTRIBUTION AGREEMENT, Agreement Number V 2022-0716** and any other document (including but not limited to **Order Forms and Invoices**) proffered to **CITY OF ALVARADO** by **VERTOSOFT, LLC** or **SOMA GLOBAL, INC.** or their agents and other documents defining the Agreement between **CITY OF ALVARADO, TEXAS** and **VERTOSOFT, LLC** and / or **SOMA GLOBAL, INC.**

1.2

This Addendum is part of the Agreement with **VERTOSOFT, LLC** and is intended to modify (as set forth in this Addendum) **ALL** documents, including the **VERTOSOFT, LLC MASTER SERVICES AGREEMENT** put forth by **VERTOSOFT, LLC**, including **Statement of Work, Scope of Work, or Order forms** and documents put forth subsequent to the execution of this Addendum.

1.3

This Agreement and the expenditure of funds hereunder constitute Other Covid 19 **Health Expenses**. The cloud software, services and technology acquired through this Agreement will facilitate and enable agencies county-wide to coordinate actions and responses and be proactive in preventing future pandemic emergency health events.

1.4

SOMA will perform the services and work and provide products to COUNTY as described in ADDENDUM EXHIBIT D STATEMENT OF WORK v03 30 23 JCTX.

1.5

Any refence to or requirement of a “CONSORTIUM” is hereby deleted.

1.6

The Parties intend and expect the purchase of the products and services contemplated by this Agreement will be made by way of and pursuant to the Contract Number 220105 with The Interlocal Purchasing System (TIPS-USA) purchasing cooperative with CITY OF ALVARADO as a Member and VERTOSOFT as a Vendor in order to satisfy competitive purchasing requirements.

2.1

This Agreement will be governed by and construed according to the laws of the **State of Texas**. Venue for any action or claim arising out of the Agreement must be in the state district courts in Johnson County, Texas or the Northern District of Texas. Any provision stating that CITY agrees to waive any right to trial by jury is hereby deleted.

2.2

Limitations for the right to bring an action, regardless of form, shall be governed by the laws of the State of Texas, Texas Civil Practice and Remedies Code §16.070, as amended, and any provision to the contrary is hereby deleted.

2.3

Under Texas law, a contract with a governmental entity that contains a claim against future revenues is void; therefore, any term which provides for such a claim is hereby deleted. CITY OF ALVARADO will, upon request of a party to the contract, certify the funds available to fulfill the terms of this Agreement.

3.1

The Parties agree that under the Constitution and laws of the State of Texas, CITY OF ALVARADO cannot enter into an agreement whereby CITY OF ALVARADO agrees to indemnify or hold harmless any other party; therefore, all references of any kind to CITY OF ALVARADO indemnifying and holding harmless any individuals or entities for any reason whatsoever are hereby deleted.

3.2

Article XI, Section 7(a) of the Texas constitution provides in relevant part:

... But no debt for any purpose shall ever be incurred in any manner by any city or county unless provision is made, at the time of creating the same, for levying

and collecting a sufficient tax to pay the interest thereon and provide at least two per cent (2%) as a sinking fund, except as provided by Subsection (b) ...

This provision is interpreted with respect to contractual obligations of Texas county and city government entities to prohibit such government entities from entering into an indemnity agreement and to nullify such agreement provisions.

4.1

The Parties agree and understand that CITY is a political subdivision of the State of Texas, and therefore has certain governmental immunity, sovereign immunity and limitations on liability, and that CITY'S general liability and vehicle insurance coverage is with the Texas Municipal League Risk Pool and said "insurance coverage" is limited to the statutory maximum limits of the Texas Tort Claims Act; therefore, any provisions to the contrary are hereby deleted. The Parties agree and understand that CITY does not waive any of its common law, statutory or constitutional defenses to which it may be entitled.

4.2

The Parties agree and understand that CITY will not agree to waive any rights and remedies available to CITY under the Uniform Commercial Code ("UCC"); therefore, any provision to the contrary is hereby deleted.

4.3

The Parties agree and understand that CITY will not agree to be responsible for any sales tax, use tax, or any other taxes, fees, fines or penalties that may be imposed, levied or assessed by any federal, state or local government or agency which relates to the Agreement, the equipment or its use; therefore, any provision to the contrary is hereby deleted.

4.4

The Parties agree and understand that CITY will provide statutory workers compensation for its employees; however, CITY does not agree to include a waiver of subrogation, and therefore any provisions to the contrary are hereby deleted.

5.1

Pursuant to Texas Government Code Section 2251.021 and this Agreement, a payment by a governmental entity under a contract is overdue on the 31st day after the later of:

- a. the date the governmental entity receives the goods under the contract;
- b. the date the performance of the service under the contract is completed; or
- c. the date the governmental entity receives an invoice for the goods or service.

Pursuant to Texas Government Code Section 2251.021 and this Agreement, a payment begins to accrue interest on the date the payment becomes overdue. The rate of interest that accrues on an overdue payment is the rate in effect on September 1 of the fiscal year in which the payment becomes overdue. The rate in effect on September 1 is equal to the sum of: (1) one percent; and

(2) the prime rate as published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday. Interest on an overdue payment stops accruing on the date the governmental entity or vendor mails or electronically transmits the payment. Therefore, all provisions to the contrary are hereby deleted.

6.1

No officer, member or employee of CITY, and no member of its governing body and no other public officials of the governing body of the locality or localities in which the project is situated or being carried out who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this project shall participate in any decision relating to this Agreement which affects his/her personal interest, have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.

6.2

To the extent, if any, that any provision in this Agreement is in conflict with Texas Government Code §552.001 *et seq.*, as amended (the "Public Information Act"), the same shall be of no force and effect. Furthermore, it is expressly understood and agreed that CITY OF ALVARADO, its officers and employees may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act. In the event of a request for documents or materials pursuant to the Texas Public Information Act (Texas Government Code Chapter 552) or similar law pertaining to documents or information CITY reasonably believes that COMPANY might lawfully seek to claim as confidential, then CITY will forward the request to COMPANY. It shall be the obligation of COMPANY to prepare and submit to the Texas Attorney General's Office any claim and supporting brief or materials necessary to assert a claim that the documents or materials may be withheld pursuant to Texas Government Code Chapter 552 or other applicable law. CITY will cooperate with COMPANY in making such submission to the Texas Attorney General's Office. **COMPANY acknowledges and understands that contracts, agreements, payment and revenue of a political subdivision of the State of Texas are public information and are not confidential.**

6.3

Services and products provided under the Agreement shall be provided in accordance with all applicable state and federal laws.

6.4

Under the Constitution and laws of the State of Texas, public property is exempt from forced sales and liens may not attach thereto.

6.5

It is understood and agreed that CITY OF ALVARADO will not be subject to arbitration; therefore, any paragraph or provision requiring arbitration, is hereby deleted.

6.6

CITY OF ALVARADO shall be responsible for the acts or failure to act of its employees, agents or servants, provided; however, its responsibility shall be subject to the terms, provisions and limitations of the Constitution and laws of the State of Texas, particularly the Texas Tort Claims Act.

7.1

If the Agreement provides for the continuation of this Agreement from year to year, then continuation is subject to current funds available for the Agreement, the allocation of funds to meet the terms of this Agreement, and subject to the approval of the CITY OF ALVARADO. However, this Agreement need not be specifically identified in the annual budget or budget process. Utilization of the equipment or services provided by **COMPANY** pursuant to the terms of this Agreement by CITY will constitute the CITY'S action and intent to continue this Agreement barring a specific written notice to the contrary. **Notwithstanding the foregoing, in no event shall this Agreement continue for a period exceeding 84 months from the date of execution of this Addendum without additional specific consideration and approval by THE CITY OF ALVARADO, TEXAS.**

7.2

At any time following the expiration of **2 YEARS** from the execution of the contract, CITY may terminate the contract and cancel payment obligations at CITY's discretion, without charges for unutilized term, or penalty of any kind payable by CITY, by giving **COMPANY 90 days** written notice of such termination. CITY does not waive any provision existing at law providing for the termination of the Agreement.

7.3

At the termination of this Agreement, to the extent VERTOSOFT or SOMA possesses or controls access to CITY OF ALVARADO data, VERTOSOFT or SOMA (depending on which entity has actual control and access to the data) must copy the data to a storage medium in common use at the time or as agreed to by the Information Technology Department of CITY OF ALVARADO and deliver such medium and data to CITY OF ALVARADO INFORMATION TECHNOLOGY DEPARTMENT. VERTOSOFT and SOMA recognize such data is data of the State of Texas or a political subdivision thereof and must be maintained according to the laws of the State of Texas governing the retention and storage of such data. Destruction of such data contrary to law and contrary to the rules promulgated by the Texas State Library and Archives Commission may be subject to criminal prosecution and civil liability.

7.4

The parties hereto understand that records are being assimilated and maintained for purposes of law enforcement including criminal investigation and prosecution and the records may contain materials of a sexually explicit or graphically violent nature and must be maintained for law enforcement purposes.

7.5

No provision or determination by VERTOSOFT or SOMA may limit or prohibit sharing of data by government entities or agencies acting in their official capacities or in performance of their government duties.

7.6

VERTOSOFT's or SOMA's Reservation of Rights set out in Section 6.1 of the Master Services Agreement and elsewhere DOES NOT include the right to withhold data or records of CITY OF ALVARADO or "CLIENT" from CITY OF ALVARADO or "CLIENT".

7.7.2

ADDENDUM EXHIBIT B – JOHNSON COUNTY ANTICIPATED FUNDING ALLOCATION is attached hereto and incorporated herein to show intention of funding allocation by JOHNSON COUNTY. Obligation and disbursement of such funds by JOHNSON COUNTY is dependent on each independent political subdivision contracting with VERTOSOFT and SOMA.

7.7.3

JOHNSON COUNTY anticipates paying the **onboarding fees** and the **Year 1 Annual subscription and support fees** for each of the non-Johnson County political subdivisions to such political subdivision for payment to VERTOSOFT following such subdivision's execution of an Agreement with VERTOSOFT and SOMA and execution of an MOU and Sub-recipient Agreement with JOHNSON COUNTY.

7.7.5

JOHNSON COUNTY will pay to VERTOSOFT the **onboarding** and the **subscription and support fees** for the Johnson County Sheriff's Office; Johnson County Constables Offices 1,2,3, and 4; the Johnson County Attorney's Office; the Johnson County District Attorney's Office (these Offices are part of the political subdivision JOHNSON COUNTY, TEXAS) and the STOP-Special Crimes Unit.

7.7.6

Entities that are not part of the political subdivision JOHNSON COUNTY, TEXAS are responsible for any additional onboarding and subscription and support fees in excess of those described or enumerated in this Addendum or attached Exhibits.

7.7.7

ADDENDUM EXHIBIT C – PRICE BREAKDOWN BY AGENCY YEARS 2-5 is attached hereto and incorporated herein to show costs to be paid by JOHNSON COUNTY for the Johnson County Sheriff's Office, Johnson County Constable Offices1, 2, 3, and 4, the Johnson County District Attorney's Office, the Johnson County Attorney's Office and the STOP Special Crime Unit.

7.7.8

CITY OF ALVARADO ADDENDUM to VERTOSOFT
SOMA MSA- v7A CITY OF ALVARADO, TEXAS

JOHNSON COUNTY **will not pay or be liable for the subsequent licenses and support services for years 2-5 or subsequently** for political subdivisions or public service agencies other than the Johnson County Sheriff's Office; Johnson County Constables Offices 1,2,3, and 4; the Johnson County Attorney's Office; and, the Johnson County District Attorney's Office (These Offices are part of the political subdivision JOHNSON COUNTY, TEXAS) and the STOP Special Crime Unit. The obligations of the above political subdivisions within Johnson County to make payment for subsequent licenses and support services including required interfaces are not due and shall not become due until 60 days after successful "Go-Live" as defined by the Statement of Work has been achieved for all products and services and has been confirmed in writing by the Johnson County Sheriff and the Director of the Johnson County Information Technology Department and submitted to the Johnson County Commissioners Court. Such confirmation shall not be unreasonably withheld. Such confirmation shall be submitted to the Johnson County Commissioners Court with, or prior to, request to the Commissioners Court to approve "Year 2" payment for software and subscription services. Successive annual payments for services and subscription fees shall be due and payable on the anniversary of the date the Year 2 payment is made by JOHNSON COUNTY.

8.1

All provisions of the agreement are modified such that in no event would CITY have less than 120 days from notice of termination of the Agreement to secure any data or records in a useable and readable format. CITY'S securing of such data or records is intended to be done and will be allowed to be accomplished in a common and economically efficient method extant at the time of extracting, copying and securing such data and records.

8.2

COMPANY certifies that pursuant to Section 231.006 of the Texas Family Code that the individual or business entity named in this contract is not ineligible to receive the specified payment(s) and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate. COMPANY states that it is not ineligible to receive State or Federal funds due to child support arrearages

8.3

COMPANY verifies that it does not boycott Israel and will not boycott Israel during the term of this contract. The term "boycott Israel" is as defined by Texas Government Code Section 808.001, effective September 1, 2017. COMPANY further verifies that it is not engaged in business with Iran, Sudan, or any foreign terrorist organization. The term "foreign terrorist organization" means an organization designated as foreign terrorist organization by the United States Secretary of State as authorized by 8 U.S.C. Section 1189.

8.4

COMPANY verifies that it complies with Texas Government Code Chapter 2274 and further verifies that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and, will not discriminate

during the term of the contract against a firearm entity or firearm trade association.

8.5

COMPANY verifies that it complies with Texas Government Code Chapter 2274 and further verifies that it:

- (1)** does not boycott energy companies; and
- (2)** will not boycott energy companies during the term of the contract.

In this provision:

- (1)** “Boycott energy company” has the meaning assigned by Section 809.001.
- (2)** “Company” has the meaning assigned by Section 809.001, except that the term does not include a sole proprietorship.
- (3)** “Governmental entity” has the meaning assigned by Section 2251.001.

8.6

SOMA Global, Inc. certifies by signature of its authorized representative on this document that it does and will so long as this Agreement is in effect comply fully with Section 889 of the National Defense Authorization Act for Fiscal Year 2019 (NDAA FY19) and Section 5949 of the National Defense Authorization Act for Fiscal Year 2023 (NDAA FY23) and with any additional existing and future “China Tech Prohibitions” promulgated or enacted by the United States Government.

SOMA Global, Inc. certifies by signature of its authorized representative on this document that it complies with the China Tech Prohibitions and any products used during the professional services will also comply with the “China Tech Prohibitions”.

Further, SOMA Global, Inc certifies by signature of its authorized representative on this document that it will not use any products or equipment on this project that does not comply with the “China Tech Prohibitions”.

8.7

VERTOSOFT, LLC certifies by signature of its authorized representative on this document that it does and will so long as this Agreement is in effect comply fully with Section 889 of the National Defense Authorization Act for Fiscal Year 2019 (NDAA FY19) and Section 5949 of the National Defense Authorization Act for Fiscal Year 2023 (NDAA FY23) and with any additional existing and future “China Tech Prohibitions” promulgated or enacted by the United States Government.

VERTOSOFT, LLC certifies by signature of its authorized representative on this document that it complies with the China Tech Prohibitions and any products used during the professional services will also comply with the “China Tech Prohibitions”.

Further, VERTOSOFT, LLC certifies by signature of its authorized representative on this document that it will not use any products or equipment on this project that does not comply with the “China Tech Prohibitions”.

8.8

The terms and provisions of the attached **ADDENDUM EXHIBIT A – REQUIRED STATE AND FEDERAL PROVISIONS** shall be incorporated herein and shall take precedence where required to give those terms and provisions effect.

8.9

The terms and provisions of the attached **ADDENDUM EXHIBIT B – JOHNSON COUNTY ANTICIPATED FUNDING ALLOCATION** shall be incorporated herein and shall take precedence where required to give those terms and provisions effect.

8.10

The terms and provisions of the attached **ADDENDUM EXHIBIT C – PRICE BREAKDOWN BY AGENCY YEARS 2-5** shall be incorporated herein and shall take precedence where required to give those terms and provisions effect.

8.11

The terms and provisions of the attached **ADDENDUM EXHIBIT D – STATEMENT OF WORK** shall be incorporated herein and shall be completed and scoped according to agency requirements including milestone completion and acceptance forms.

8.12

The terms and provisions of the attached **ADDENDUM EXHIBIT E – MILESTONE COMPLETION AND ACCEPTANCE** shall be incorporated herein and shall take precedence where required to give those terms and provisions effect.

8.13

The terms and provisions of the attached **ADDENDUM EXHIBIT F – VERTOSOFT SOMA GLOBAL QUOTE 04-21-2023** shall be incorporated herein.

8.14

VERTOSOFT and SOMA agree that all rights and benefits (except for payment of CITY OF ALVARADO ADDENDUM to VERTOSOFT
SOMA MSA- v7A CITY OF ALVARADO, TEXAS

commissions) granted by **SOMA Global to VERTOSOFT pursuant to the Government Solutions Distribution Agreement No. V 2022-0716 signed by Mike Mattson and Jay Colavita with an effective date of July 1, 2022**, hereafter identified as the “Government Distribution Agreement” shall inure to the benefit of JOHNSON COUNTY.

9.1

Notwithstanding any other provisions contained in the contract documents, any amendment to the terms of the contract must be specifically approved by the CITY COUNCIL OF THE CITY OF ALVARADO and signed by the mayor or another authorized representative.

9.2

Notwithstanding any other provision in this Addendum or the associated documents, to the extent COMPANY is being contracted to provide information technology and services or to maintain and make available information for use by CITY and the public, including documents, data, content and records then said documents, data, content and records are and shall be the exclusive property of CITY or the State of Texas, or a political subdivision thereof.

9.3

The parties will comply with all requirements of CJIS, NCIC, TCIC, TLETS, HIPAA, and Texas Health and Safety Code Chapter 181 Medical Records Privacy.

9.4

All contract obligations on the part of CITY are contingent upon VERTOSOFT and SOMA receiving CJIS and TLETS access for each required agency within Johnson County, Texas from the Texas Department of Public Safety.

10.1

In the event of any conflict between the terms and provisions of this Addendum and the terms and provisions of those contractual provisions tendered to JOHNSON COUNTY in the Master Services Agreement, this Addendum shall control and amend the contractual provisions of the Agreement and any provision to the contrary is hereby deleted. *THE TERMS OF THIS ADDENDUM SHALL BE FULLY OPERATIVE AND HAVE PRIORITY OVER ALL OTHER DOCUMENTS AND TERMS PUT FORTH BY VERTOSOFT or SOMA AND ANY TERM TO THE CONTRARY IN OTHER DOCUMENTS PUT FORTH BY VERTOSOFT or SOMA IS HEREBY DELETED.*

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

APPROVED AS TO FORM AND CONTENT:

CITY OF ALVARADO:

NAME
CITY OF ALVARADO

Date

Attest:

Date

VERTOSOFT, LLC:

Authorized Representative of
VERTOSOFT, LLC

Date

Printed Name: _____

Title: _____

SOMA GLOBAL, INC:

Authorized Representative of
SOMA GLOBAL, INC

Date

Printed Name: _____

Title: _____

ADDENDUM EXHIBIT C - PRICE BREAKDOWN BY AGENCY YEARS 2-5

Pricing Breakdown by Agency - Years 2-5

AGENCY	Cost Share Percentage (Users)	Year 2 Software License and Support Services	Year 3 Software License and Support Services	Year 4 Software License and Support Services	Year 5 Software License and Support Services
Johnson County SO	27.65%	\$137,018.55	\$143,869.43	\$151,062.95	\$158,616.17
Johnson County Constable #1	2.15%	\$10,657.00	\$11,189.84	\$11,749.34	\$12,336.81
Johnson County Constable #2	1.69%	\$8,373.36	\$8,792.02	\$9,231.62	\$9,693.21
Johnson County Constable #3	0.77%	\$3,806.07	\$3,996.37	\$4,196.19	\$4,406.00
Johnson County Constable #4	1.54%	\$7,612.14	\$7,992.75	\$8,392.39	\$8,812.01
Johnson County CA Investigators	1.54%	\$7,612.14	\$7,992.75	\$8,392.39	\$8,812.01
Johnson County DA Investigators	0.31%	\$1,522.43	\$1,598.55	\$1,678.48	\$1,762.40
S.T.O.P.	2.15%	\$10,657.00	\$11,189.84	\$11,749.34	\$12,336.81
Johnson County ESD #1 - Fire	21.20%	\$105,047.56	\$110,299.89	\$115,814.93	\$121,605.73
Cleburne PD	13.21%	\$65,464.42	\$68,737.61	\$72,174.52	\$75,783.28
Cleburne FD	4.92%	\$24,358.85	\$25,576.79	\$26,855.64	\$28,198.43
Alvarado PD	4.61%	\$22,836.43	\$23,978.24	\$25,177.16	\$26,436.03
Godley PD	1.08%	\$5,328.50	\$5,594.92	\$5,874.67	\$6,168.41
Grandview PD	3.07%	\$15,224.28	\$15,985.49	\$16,784.77	\$17,624.02
Joshua PD	3.38%	\$16,746.71	\$17,584.04	\$18,463.25	\$19,386.42
Keene PD	2.15%	\$10,657.00	\$11,189.84	\$11,749.34	\$12,336.81
Rio Vista PD	0.77%	\$3,806.07	\$3,996.37	\$4,196.19	\$4,406.00
Venus PD	3.84%	\$19,030.35	\$19,981.86	\$20,980.97	\$22,030.02
Alvarado ISD	0.92%	\$4,567.29	\$4,795.65	\$5,035.43	\$5,287.21
Godley ISD	0.77%	\$3,806.07	\$3,996.37	\$4,196.19	\$4,406.00
Joshua ISD	1.54%	\$7,612.14	\$7,992.75	\$8,392.39	\$8,812.01
Keene ISD	0.31%	\$1,522.43	\$1,598.55	\$1,678.48	\$1,762.40
Rio Vista ISD	0.15%	\$761.21	\$799.27	\$839.24	\$881.20
Venus ISD	0.31%	\$1,522.43	\$1,598.55	\$1,678.48	\$1,762.40
Total	100.00%	\$495,550.44	\$520,327.76	\$546,344.35	\$573,661.82

DISPATCH & RECORDS MANAGEMENT

Software Modernization Project

Statement of Work
March 30, 2023

Version #: 033023JCTX

Prepared by: Andrew Jones

1. Overview

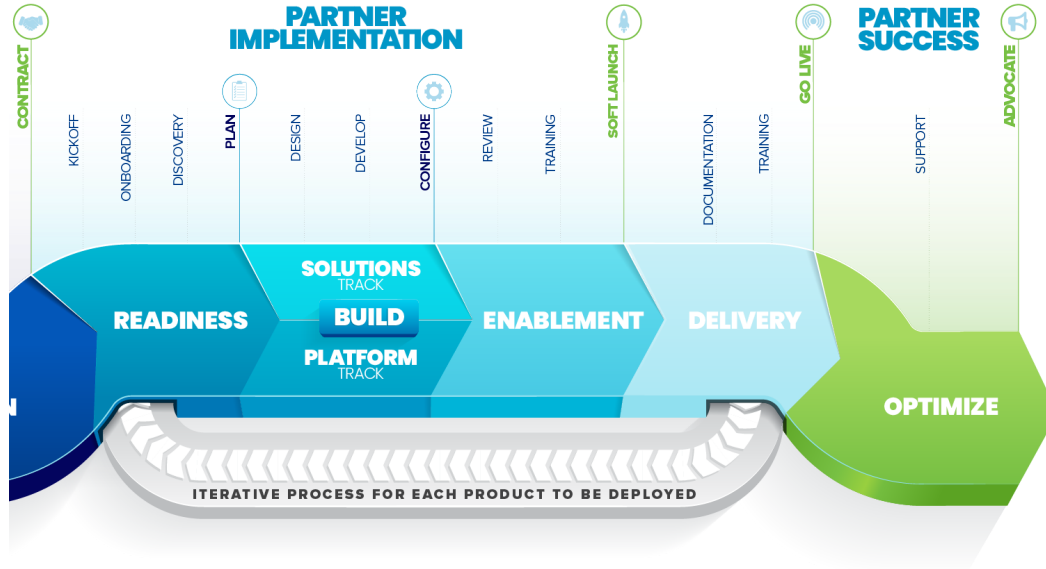
This Statement of Work ("SOW") identifies services that SOMA Global Inc. ("SOMA" or "we") will perform for Johnson County, TX and its participating affiliate communities ("Partner" or "you") pursuant to that order for Professional Services entered into between SOMA and the Partner ("Service Order/TIPS Texas State Contract Quote") which references the Master Services Agreement ("MSA") or other applicable agreement entered into by the parties (the "Agreement").

- Partner's use of the Professional Services is governed by the Agreement and not this SOW.
- Upon execution of the MSA and Service Order or other documentation referencing the SOW, this SOW shall be incorporated by reference into the Agreement.
- In the event of any inconsistency or conflict between the terms and conditions of this SOW and the Agreement, the terms and conditions of this SOW shall govern with respect to the subject matter of this SOW only. Unless otherwise defined herein, capitalized terms used in this SOW shall have the meaning defined in the Agreement.
- This SOW may not be modified or amended except in a written agreement signed by a duly authorized representative of each party. SOMA Global will be deployed as is, Partner has access to all functionality available in the current release.
- SOMA will provide you a Texas state compliant system for all of the deliverables included within section 8 Project Scope
Examples include: MFA, CJIS compliance, reporting, user access and control
- Additional information included in Appendices:
Appendix A_ Required Systems List included within the Scope
 - You/The Agency will need to contact and provide access to the data for the 3rd party interfaces requested.
 - SOMA is not responsible for directly coordinating with the 3rd party without the primary facilitation and communication from You/The Agency
 - Potential list of reduction in interfaces based off mutual

acceptance of retiring legacy process within Soma's proprietary workflow management system

- Appendix B Project Workflow & Visual Outline
 - Model workflow and outline will be for one model agency across the key deliverables in Section 8 (including a mutually agreed upon and approved detailed Solution Configuration Design)
 - SOMA will configure and deliver a state compliant system within this instance and replicate this boilerplate process to the balance of the agencies.
 - Agencies will be empowered to add additional context and data to align to individual workflows on a post-go live basis (this will be done through no additional charge in the contract)
- Appendix C_ Samples
 - Acceptance
 - Training
 - JIRA Project Plan

2. Methodology



SOMA's deployment methodology often referred to as the “Partner Journey”, delivers on SOMA Global’s mission to power public safety agencies with cloud-native modern technology solutions that help our partners better protect, serve, and save lives. It is an innovative, modern, and iterative approach that leads our Partners to successfully deploy our products and helps them successfully achieve their vision. SOMA’s Partner Journey differentiates itself in the market by its foundation of Partner empowerment. We rely on our years of experience working with governments, leading in governments, and leveraging best practices from the public and private sectors in order to coach our Partners through the change management needed to leverage our best practices and quality software. This methodology requires a degree of focus and engagement to ensure collaboration between both parties to produce the desired results in a timely manner. We look forward to our partnership and can't wait to show you how our deployment approach will improve the way you’re able to serve your community and equip employees with modern technology.

2.1 Readiness & Build Phase

(Planning through Configuration)

- We will hold a “Project Kickoff” to introduce project resources, review the products and services purchased, finalize project timelines, and conduct the kickoff meeting. Both SOMA and Partner are responsible for assigning their Project Managers for the project. We will hold a planning meeting to review all project documents SOMA has received to date. We'll also provide additional worksheets that need to be included. We'll set up meetings to finalize the project plan and ensure there is a centralized location for these documents to be stored for collaboration.
- SOMA will provide your team with access to product & enablement documentation and SOMA's Resource Center so that you can start learning.
- SOMA will provide checklists with samples of data and information that we'll need to be completed. We will obtain all data and integration information at this time in our standard format. We will review your agency-specific documents to validate your business requirements.
- We will then coach you on our best practices by showing you how our tools and platform work in the most effective manner. Based on our best practices review, we'll make solution recommendations based on our domain expertise.
- We'll align with your team based on our understanding of your operating processes based on technical requirements and product functionality.
- We'll review all data and integration requirements. A data map will be mutually agreed upon and signed off on by the Partner.
- We'll present a project plan and solution document to be mutually agreed upon for the remaining phases.
- We will set up the base configuration based on the mutually agreed upon solution document.
- We will mutually configure the use cases based on the

mutually agreed upon solution document.

- We will migrate your data based on our mutually agreed upon data map.

2.2 Enablement Phase

(Initial Training & “Soft Launch”)

- Review the completed work performed during configuration.
- The appropriate members of the Partner project team will confirm that the solution has been configured correctly based on the solution and data mapping documents by testing the use of the solution.
- Training will be provided based on the selected package and project training plan, or as set forth herein.
- Any items that were configured or migrated incorrectly based on the data map and solution document will be tracked via an issue log. We will work with your team to identify deployment critical issues that will be worked out prior to launch. If the item is not included in the mutually agreed upon data map and solution document, a mutually agreed-upon change order will be discussed as defined in Section 10 Change Management of this SOW.
- The exit criteria for this phase is the sign-off by the Partner's Project Manager of the configuration based on the mutually agreed-upon solution and data map as defined in Section 9 Acceptance of this SOW.
- Soft Launch releases the SOMA Platform to empower users to gather feedback and optimize time-to-value.

2.3 Delivery Phase

(Training / “Soft Launch” & Go-Live)

- The solution is usable by the Partner in this phase
- Review, develop, and finalize any documentation specific to the implementation and solutions developed for Go-Live.
- Complete Agency Training Scheduling Feature / Product-Specific Training Train-the-Trainer Training Certification
- Partner is sent a project acceptance form to sign as defined in Section 9 Acceptance of this SOW.
- Partner will be asked to respond to a brief survey to provide

feedback about the experience.

- Partner is introduced to Partner Success and educated on how to engage with Partner support based on Partner's procured package.

3. Project Schedule

SOMA will schedule resources for this project upon signature of the order form. Unless specifically noted, the SOMA assigned project manager (as identified below or such alternate designated by SOMA Global, the "SOMA Project Manager") will work with the Partner's Project Manager to develop the project schedule for all requested deliverables under this SOW. SOMA reserves the right to adjust the schedule based on the availability of SOMA resources and/or Partner resources, and the timeliness of deliverables provided by the Partner.

4. Roles & Responsibilities

4.1. SOMA Roles and Responsibilities

SOMA will appoint a team of specialized personnel that will implement the Project under the direction of the SOMA's President & Chief Operating Officer and assigned Project Manager. The team will be multi-disciplinary and may specialize in different aspects of the Platform subsystems. Team members may be engaged in different phases of the Project as necessary and in some cases are involved in the Project for a limited timeframe.

The descriptions of personnel roles noted below provide an overview of typical Project team members. Other personnel may be involved under the direction of the SOMA Project Manager in order to complete the requirements of the Project.

Role	Description
Executive Sponsor [ES]	Responsible for ensuring alignment on project value proposition and vision. Escalation point for Partner Executive Sponsor to mitigate any risks that the project team cannot resolve. Executive Sponsor attends monthly (or other frequency) executive meetings to review

Role	Description
	deployment status, documented issue list, status and closure summary.
Project Manager [PjM]	Responsible for the delivery of the professional services based upon the agreed-upon contract and SOW within the budgeted hours and timeframe. Ensures the project is properly forecasted, assigns tasks/resources, and tracks towards project completion. Hosts executive steering committee meetings and/or regular business reviews as appropriate to ensure project issues are properly escalated and success is achieved. Facilitates the transition to support.
Solution Specialists [SS]	The Solution Specialist is experienced as a product consultant, public safety professional, and implementation public safety systems. The SOMA Solution Specialist will collaborate with the project teams to ensure the SOMA Public Safety as a Platform (PSAAS) applications match Partner workflows and integrations. They will act in a consultative capacity and ensure application features, workflows, and technical configurations are defined for the partner. Solution Specialists will also deliver training on best practices with the SOMA Platform and assist in getting our Partner users more comfortable with the platform. Solution Specialists each have an area of expertise that maps to the SOMA Platform applications; i.e. SOMA Dispatch, SOMA Mobile, SOMA Jail, SOMA Solve, etc.
Solution Engineer [SE]	The SOMA Solution Engineer has a thorough understanding of the current system, and current system architecture required for the SOMA Platform. Solution Engineers will work closely with partner IT Departments.

4.2. Partner Roles and Responsibilities

Role	Description
Executive Sponsor [ES]	Responsible for ensuring the Partner team is aligned to the core project value proposition and goals. Able to intervene if the project goes off track, and has the

Role	Description
	ability to make decisions on timeline and budget when decisions are stalled. The Executive Sponsor is not expected to regularly attend deployment working sessions. Executive Sponsors, attend monthly (or other frequency) executive meetings to review deployment status, documented issue list, status, and closure summary.
Project Manager [PjM]	Serves as the single, overall primary contact for SOMA Implementation Journey. Coordinates meetings and schedules. Controls communication between the Partner and SOMA project teams. The primary counterpart is the SOMA PjM
Project Coordinators [PC]	If your agency has contracts and mutual aid requirements we recommend a Project Coordinator from each municipality or agency to be a single point of contact. They may also be an Application SME.
Application SME	Is an internal SME in the functional area of deployment. Attends working sessions, and training, and is responsible for reviewing configurations. The primary SOMA counterpart will be the SS
Data Network SME	Responsible for mapping out data infrastructure and validating migration, conversion, and integration requirements. Someone who is able to connect the SOMA team with any of Partner's Third-party data sources and vendors as needed to fulfill SOW requirements. The primary SOMA counterpart is the SE

5. Project Governance

Project Governance provides the foundation and framework to manage deployments by assessing progress and addressing questions and challenges during the course of the deployment. SOMA follows three guiding principles for governance to maximize the deployment value with our partners:

- **Regular communication** aligned to the agreed-upon project plan and timing will occur. SOMA expects our partners to raise questions or concerns as soon as they arise. SOMA will do the same, as we can only address items when known.

- **Executive involvement** is expected from both SOMA and its partners. Not only may Executives be called upon to clarify expectations and/or confusion, but also to steer strategic items to maximize the value through the deployment.
- **Commitment to the direction** outlined in this SOW and critical assessment change orders to ensure they drive value.

5.1 Communication Components

Meeting/Comms	Frequency	Purpose	SOMA	Partner
Regular Update with Written Update	Weekly and/or Monthly	Summary of project actions against the project plan. Risks and achievements are highlighted in addition to asks of leadership.	PjM, SS, SE	PjM, SMEs
SME Sprint	As Required	Requirements, Information and Baseline Solution Configuration	SS, SE	SMEs
Product / Platform Sprint	As Required	Advanced Requirements, Information and Platform configuration, new features	SS,SE + Reps from SOMA Product, Training and Platform Teams	SMEs
Executive Sponsor Meeting	Quarterly	Discuss deployment: - Strategic impacts: timing, scope, process - Value prop changes, confusion - Project specific: items that need guidance, support and/or clarity	ES, PjM, Reps from SOMA Product, Training and Platform Teams as required	ES, PjM

5.2 Commitment to Project Direction and Goals

This SOW is the direction agreed upon by Partner and SOMA. Transparency of the plan is paramount for our Partners to attain the value of the SOW or any subsequent change order outlines.

Should the direction of the deployment become disconnected, SOMA and Partner Project the gaps as they understand them and communicate the gaps to their respective Executive Sponsor(s) (or Project Teams) for discussion and resolution.

The communication path for this engagement will be outlined in the kick-off meeting, documenting both phone numbers and email. The general path is:

SOMA Project Manager → Professional Services Sr. Manager/SVP → Executive Sponsor

6. Escalation Process

The purpose of this section is to define the escalation process, should it be needed, to support closing issues that are raised, and discussed to move forward with the deployment. SOMA and Partner agree to raise concerns and follow the escalation process, resource responsibility, and documentation.

6.1 Process

- Identification of an issue impeding deployment progress, outcome, or capturing the value proposition that is not acceptable.
- Partner or SOMA Project Manager summarizes the problem statement and impasse.
- Partner and SOMA Project Managers will outline the solution, acceptance, or schedule Executive review in accordance with SLA as defined in Section 7, General Project Assumptions.
- Resolution will be documented and signed off following Executive review in accordance with SLA as defined in Section 7, General Project Assumptions.

6.2 Escalation Requirements

- SOMA and Partner Project Managers will summarize the impasse

and recommendation to present at scheduled or ad hoc executive meetings. Unless otherwise noted in this SOW, the Partner Project Manager can approve how hours are used, but not where funding is required.

- Executive Sponsors attend monthly (or other frequency) executive meetings to review deployment status, documented issue list, status, and closure summary.
- Steering Committees, where applicable, will be the arbitrator of the direction and issue closure. Unless otherwise noted in this SOW, the Partner Executive Sponsor must approve change orders that result in additional cost.
- Partner or SOMA Subject Matter Experts may be requested to provide input on the issue and assist in closure. Both Partner and SOMA will make its best effort to enable those Subject Matter Experts to be available and participate.

6.3 Documentation

- Issue Escalation: Problem Statement with a clear impact on the deployment and/or engagement
- Acceptance Document: This will include any change order(s) or other process adjustments required and a summary of the resolution.
- Notes from Project Meetings, Executive Reviews, and Steering Committee meetings, as appropriate.

7. General Project Commitments

SOMA is excited to work with Partner on the implementation of our SOMA Public Safety as a Service Technology. In order to ensure we are able to meet the project timeline and ensure the Partner is successful in this implementation, SOMA asks that the Partner abides by the General Assumptions detailed in this SOW.

- This SOW is limited to the Implementation of the SOMA Platform & Solutions as defined in the Project Scope. Any additional services or support will be considered out of scope.
- Partner will commit and provide access to all necessary stakeholders and subject matter experts, and other key parties whose roles are defined in Section 4.1, necessary to the successful implementation of the SOMA Platform & Solutions as defined in this SOW.
- Partner is responsible for internal change management associated with the purchase of new software.

- Response Protocol
 - SOMA and Partner commit to responding to inquiries, updates, or any other project-related matters in no more than 10 business days throughout the course of this project. If Partner is delayed in its response, Partner acknowledges that: a) the delay may impact the project schedule; and b) any fees for Professional Services due to SOMA after such delay shall become due and SOMA may invoice Partner for such prepayment.
 - As set forth in Section 6.1(e) of the Agreement, if extended delays in Partner responsiveness are encountered, SOMA may opt to put the project into an "On Hold" status, which includes causing SOMA to stop or cause to be stopped the Professional Services to be provided to the Partner until the Partner has fulfilled its obligations set forth in the On Hold Notice as described in the Agreement.
 - The Professional Services will be provided during regular business hours (8am to 6pm Central Time) Monday through Friday (holidays excluded).
- SOW Expiration or Amendment:
 - This SOW is valid for up to 90 days from the Creation Date, or updated as agreed to in writing by SOMA and Partner initial project phase.

8. Project Scope Overview

8.1. General

Description	SOMA Responsibilities	Partner Responsibilities
Project Plan	SOMA will deliver a project plan outlining milestones, deliverables, and the timeframes in which they will be completed.	Partner to confirm resources and commitment to meet the proposed date. In conjunction with SOMA Project Manager, review and sign off on the proposed plan.
Document Discovery	Review information and confirm sample data received from Partner Provide a list of documents and data necessary for the project. (Additional information available)	Based on the project requirements, the Partner will supply documents and data requested by SOMA
Solution Design/Blueprint	SOMA will: • Catalog legacy systems • Present the solution blueprint to be mutually agreed upon prior to beginning configuration.	Sign off on Solution Design Blueprint

8.2. SOMA Platform

Description	SOMA Responsibilities	Partner Responsibilities
Platform & Administrator Provisioning	SOMA will provision a unique agency platform instance and validate administrative design based on best practices and Solution design/Blueprint in Section 8.1	Partner will provide relevant agency logo, data, units, procedures, anticipated use-cases & users for the SOMA Platform per the agreed-upon Project Plan and Solution Design/Blueprint for the core solutions to be enabled in the SOMA Platform.
Platform Administrator Configuration & Training	SOMA will configure one administrator and user in the SOMA Platform and train on basic navigation & administration features.	Partner will provide all supporting information to complete Platform administrator configuration and attend initial administrative platform training sessions
General Hub User Data Interfaces, Automations, Schemas, Modules, and Widget Log & Validation	SOMA will complete a final validation of the order of priority and delivery of all technical data, modules, forms, workflows, & interfaces based on the relevant use-cases in the solution design and functional capabilities of the SOMA Platform/Hub.	Partner will provide supporting information and sign off on the General Hub User design & use-case outline in the Solution Blueprint.
General Hub User Configuration & Training	SOMA will configure one administrator and user in the SOMA Hub and train administrators and selected power users on basic navigation & user features of the Hub.	Partner will provide all supporting information to complete Hub basic configurations and attend initial administrative training sessions for General Hub features to empower a “train the trainer” approach

8.3 SOMA Core Application Suites

Description	SOMA Responsibilities	Partner Responsibilities
SOMA RECORDS & Incident Management Suite Provisioning	SOMA will provision Records Application Suite in the agency's SOMA platform instance and validate administrative design based on best practices and Solution design/Blueprint in Section 8.1	Partner will provide relevant Records data and guidance of use-cases & users for the SOMA Records per the agreed-upon Project Plan and Solution Design/Blueprint
SOMA RECORDS & Incident Management Suite Administrator Configuration & Training	SOMA will configure one administrator and user in the SOMA RECORDS suite and train on basic navigation & administration features.	Partner will provide all supporting information to complete RECORDS administrator configuration and attend initial administrative platform training sessions
SOMA RECORDS & Incident Management Suite Applications, Modules/Schemas, Forms, Workflows, & Reporting Validation	SOMA will complete a final validation of the order of priority and delivery of modules, forms, workflows and reporting based on the use-cases in the solution design and capabilities of the SOMA RECORDS application suite.	Partner will provide supporting information and sign off on the RECORDS section of the Solution Outline/Blueprint
SOMA CAD / MOBILE & Critical Response Suite Provisioning	SOMA will provision CAD / Mobile Application Suite in the agency's SOMA platform instance and validate administrative design based on best practices and Solution design/Blueprint in Section 8.1	Partner will provide relevant CAD / Mobile data and guidance of use-cases & users for the SOMA CAD / Mobile per the agreed-upon Project Plan and Solution Design/Blueprint
SOMA CAD / MOBILE & Critical Response Suite Administrator Configuration & Training	SOMA will configure one administrator and user in the SOMA CAD / Mobile suite and train on basic navigation & administration features.	Partner will provide all supporting information to complete CAD / Mobile administrator configuration and attend initial administrative platform training sessions

8.4 SOMA Solutions

Due to SOMA's proprietary Cloud-native platform, partners have the ability to convert legacy data, systems, and processes into SOMA Solutions within the SOMA Platform and Core Application Suites. These continuously improving capabilities allow for the (1) digitization of processes & workflows (2) interfacing with private and public data sources, and (3) Automation & Module building of unique agency-required capabilities.

The following are common terminology that we use for SOMA Solutions:

- **Schema** functionality is used to build **modules** - this gets you a data model, a form, an automated API endpoint, and automated basic business logic
- **Automations** drive **Integrations** or automatic triggers/actions against your **modules**
- **Workflows** are used to place rules or constraints around how users can edit data in modules
- **Boards** (a part of SOMA's UI solutions toolkit) to present the data in a **module**
- **Wizards** to fill out data in one or many **modules** in a more UI friendly, serial way.

Specific to this project, the Parties have identified 20 unique required systems that are listed in Appendix A: Required Systems of this SOW. These systems will be either integrated to, or created within, Soma's platform in coordination with SOMA's implementation resources and the Partner's resources in a collaborative process in an effort to train the Partner's resources to support any further integrations that may be required that are not specifically identified in Appendix A.

8.4 SOMA Project Milestone Checklist

1.0 PHASE 1 - PLATFORM READINESS <i>Platform Setup and Blueprint Planning</i>
Project Kickoff - Establishing Goals & Objectives, Role Assignments, Feedback & Governance Committees
P1.1 Platform-HUB Provisioning
P1.2 Final Project Discovery & Validation
P1.3 Security & Permissioning
P1.4 Initial Platform Admin Training
P1.5 Production Instance Delivery
P1.6 Platform Design & Configuration Planning
P1.6.1 Solutions Suites & Modules Design
P1.6.1.1 Critical-Response / CAD-MOBILE
P1.6.1.2 Incident Management / RMS
P1.6.1.3 Agency Administration / ADMIN
P1.6.1.4 Interfaces & Automations
P1.6.1.5 Other Platform Solutions (If applicable)
P1.7 SOMA Hub / Platform Reports & Widget Planning
P1.8 Data Migration/Conversion Planning
P1.9 Deliver Final Solution Blueprint and Project Plan
P1.10 Sign off on Phase 1 Completion
2.0 PHASE 2 - BUILD, CONFIGURE, & TESTING <i>Solutions Configuration, Testing & Soft Launch</i>
P2.1 Solutions/Modules Configuration & Build
P2.1.1 Critical-Response / CAD-MOBILE
P2.1.2 Incident Management / RMS
P2.1.3 Courts & Corrections / JMS
P2.1.4 Agency Administration / ADMIN
P2.1.5 Interfaces & Automations
P2.2 Solutions/Modules Review & Testing
P2.2.1 Critical-Response / CAD-MOBILE
P2.2.2 Incident Management / RMS
P2.2.3 Courts & Corrections / JMS
P2.2.4 Agency Administration / ADMIN
P2.2.5 Interfaces & Automations

2.3 Solutions/Modules Review & Soft Launch Testing
2.4 Confirm Phase 3 - Final Delivery & User Training Plan
2.5 Enhancement / Sprint Documentation <i>(if applicable)</i>
2.6 Signoff for Soft Launch Acceptance
3.0 PHASE 3 - DEILVERY, TRAINING & GO-LIVE Documentation, User Training, Project Completion
3.1 Scenario Simulations / Final Acceptance Testing
3.1.1 Critical-Response / CAD-MOBILE
3.1.2 Incident Management / RMS
3.1.3 Courts & Corrections / JMS
3.1.4 Agency Administration / ADMIN
3.1.5 Interfaces & Automations
3.1.6 Platform Administration & Controls
3.1.7 Platform- Hub Reports & Widgets
3.2 Train the Trainer & Documentation
3.3 SOMA Partner Success, Support & Optimization Alignment
3.4 Go-Live End User Training Sessions
3.5 Confirm Go-Live with all contracted service areas
4.0 OPTIMIZE - SOMA Partner Success & Support Handoff

9. Acceptance

9.1. Acceptance Process

All Deliverables require acceptance from the Partner Project Manager(s) following the completion of Deliverables and upon Project Closure. The Partner is responsible for conducting any additional review or testing of such Deliverables pursuant to any applicable mutually agreed upon acceptance criteria agreed upon by the parties for such Deliverables. Upon completion of these phases, the SOMA Project Manager shall notify the Partner Project Manager(s) and provide the necessary documents for review and sign-off.

The following process will be used for accepting or acknowledging Deliverables and Project Closure:

- SOMA shall submit the completed Deliverables to the Partner to review or test

against the applicable acceptance criteria. Partner shall notify SOMA promptly of its acceptance or rejection in accordance with the agreed-upon acceptance criteria.

- Partner must accept all Deliverables that meet the applicable acceptance criteria. SOMA Project Manager will provide the Partner Project Manager with the SOMA Acceptance form to sign off on the Deliverable and project. Once all Deliverables required to meet a particular phase have been accepted or are deemed accepted, the phase shall be deemed complete.
- Upon completion of the phase or project, SOMA allows the Partner 10 business days to communicate that the particular Deliverable(s) does not meet Partner's requirements. Failure to communicate that the particular Deliverable(s) does not meet Partner's requirements will be deemed as acceptance and any further work provided to remedy Partner's complaint might incur additional cost.
- Partner shall provide to SOMA a written notice detailing the reasons for rejection and the nature of the failure to meet the acceptance criteria. SOMA shall make its best effort to revise the non-conforming Deliverable(s) to meet the acceptance criteria and re-submit it to Partner for further review and testing.
- If the acceptance form is not received in accordance with Section 7 General Project Assumptions, the project phase and/or project will be considered accepted and automatically closed.

9.2.Acceptance Requirements

- All acceptance milestones and associated review periods will be tracked on the project plan.
- The Partner Project Manager will have decision authority to approve/reject all project Deliverables, Phase Acceptance and Project Acceptance.
- Any open issues shall receive a response in accordance with Section 7 General Assumptions of this SOW following the Validation Acceptance review, or as mutually agreed upon between the parties, for resolution prior to advancing on in the project.
- Both SOMA and Partner recognize that failure to complete tasks and respond to open issues may have a negative impact on the project.
- For any tasks not yet complete, SOMA and/or Partner will provide sufficient resources to expedite the completion of tasks to prevent negatively

impacting the project.

10. Change Management

This SOW and related efforts are based on the information provided and gathered by SOMA. The Partner acknowledges that changes to the scope may require additional effort or time, resulting in additional cost. Any change to scope must be agreed to in writing or by email, by both Partner and SOMA, and documented as such via a:

- Change Order - Work that is added to or deleted from the original scope of this SOW. Depending on the magnitude of the change, it may or may not alter the original contract amount or completion date and be paid for by the Partner. Changes might include
 - Timeline for completion
 - Sign-off process
 - Cost of change and Invoice timing
 - Signed by SOMA and Partner Executives approving funds.

Change documentation will be mutually agreed upon as defined in Section 7 General Assumptions of this SOW. Should that not occur, the change will be added to the next Executive Sponsor agenda for closure.

Example of changes that might arise during a deployment:

- Amending the SOW to correct an error.
- Extension of work as the complexity identified exceeds what was expected by Partner or SOMA.
- Change in type of SOMA resources to support the SOW.

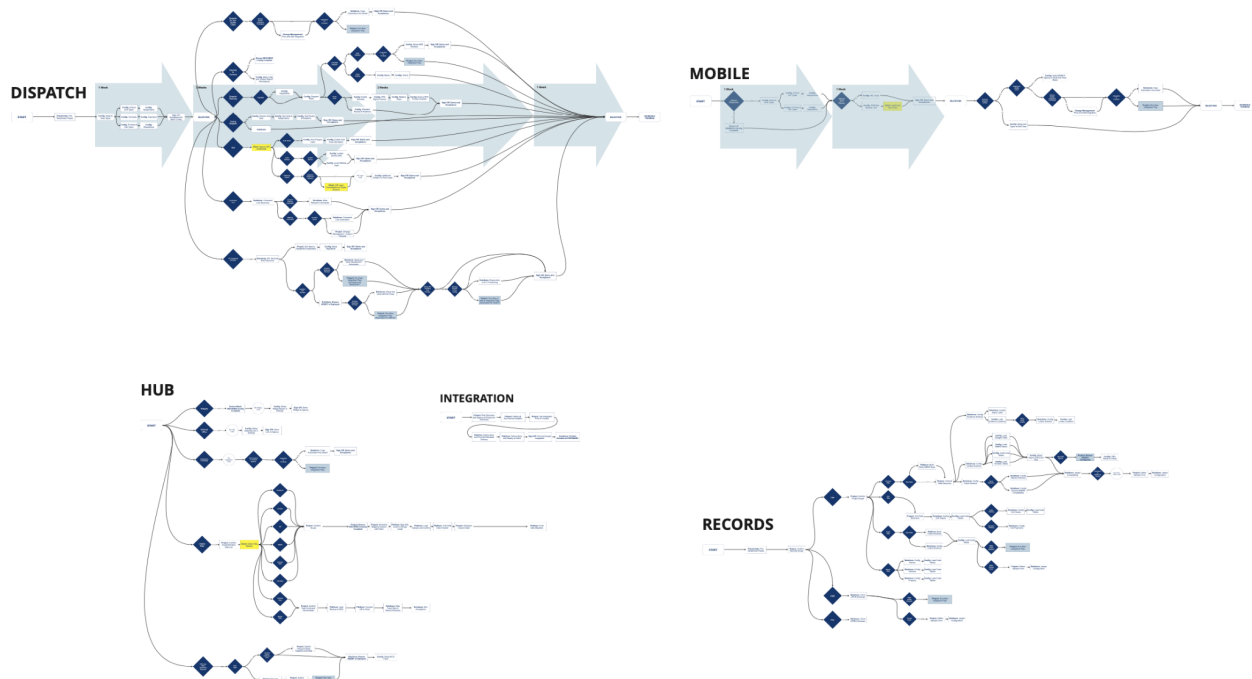
Appendix A: Required Systems

- 1 911 ANI/AL
- 2 AVL
- 3 USE OF FORCE
- 4 FIELD INTERVIEW
- 5 RACIAL PROFILING
- 6 NIBRS
- 7 TECH SUPPORT BY AGENCY
- 8 AGENCY DATA SHARE
- 9 FLEET CRASHES
- 10 FLEET MANAGEMENT
- 11 PURSUITS
- 12 ODYSSEY
- 13 CRIS
- 14 INVETORY
- 15 QUARTERMASTER
- 16 COMPLAINT/COMPLEMENT
- 17 CIVIL PROCESS
- 18 WARRANT (ODYSSEY)
- 19 OP CENTER
- 20 POLICE2POLICE.COM

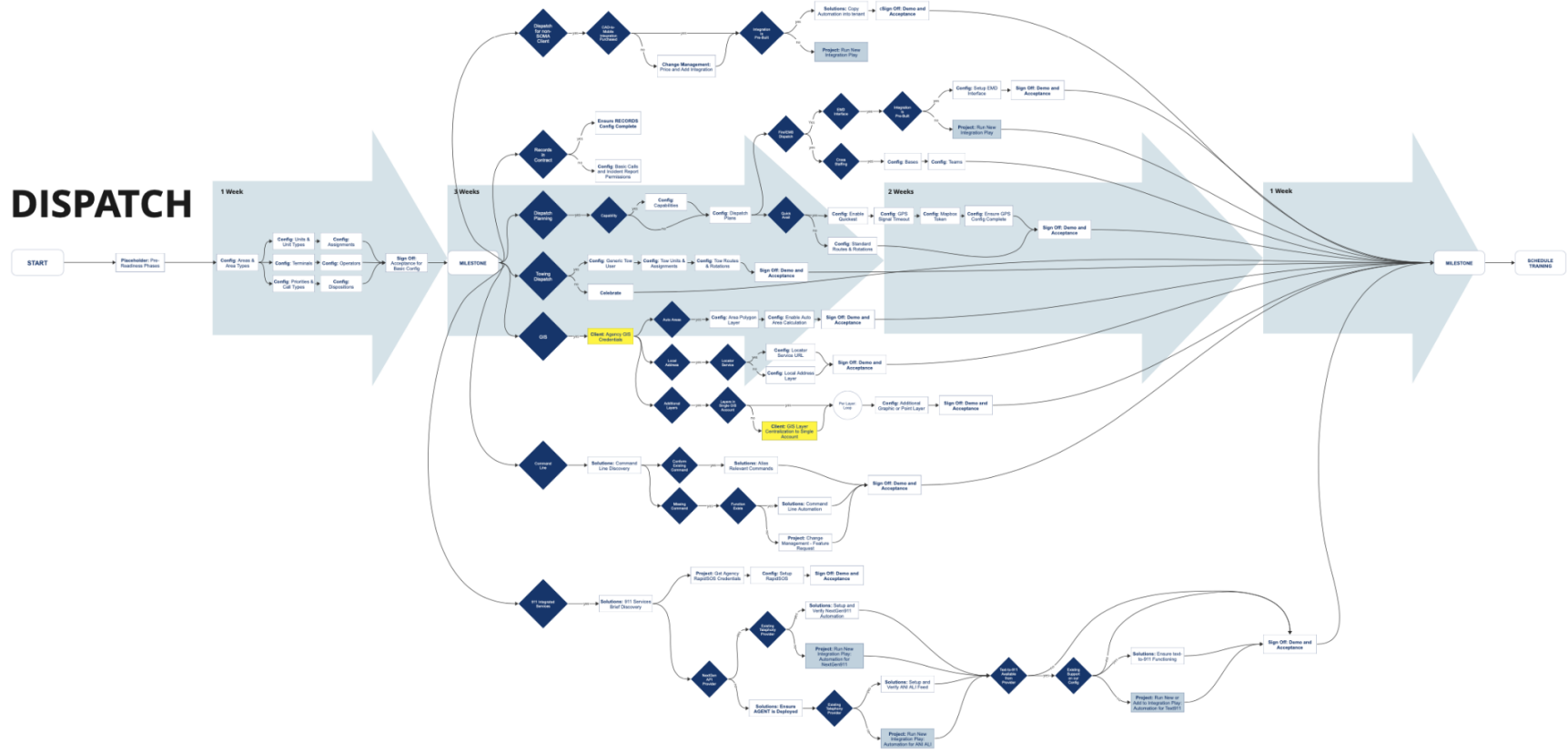
Appendix B: Project Workflow & Visual Outline

(framework for Design and formal Project Plan)

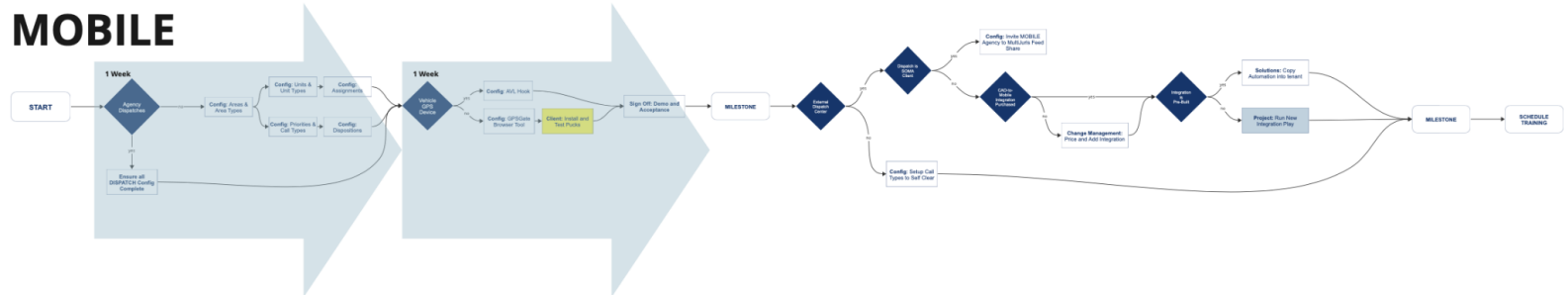
SOMA will use a guided template design below for the State compliant configuration of the system.~~for the Consortium.~~ The overall outline of the key solutions described in Section 8 are here: Dispatch, Mobile, Hub, and Records. A closer example is found on the second page focusing in on Dispatch and Mobile



DISPATCH



MOBILE



Appendix C: Samples

- Acceptance Checklist

DISPATCH

	Task to Complete	Pass or Fail	Reviewer
1	Check in/out multiple people	1. Fail - 500 error when checking others in/can only adjust myself 2. Check in/out toggles between self and adjust everyone with each check in/out selection	1. Sandy, Eleni, Ashley, Alan 2. Alan, Eleni
2	Create a call 1. can create a call with a type 2. can create a call with no type 3. can create a call with a valid address 4. can create a call with an invalid address (incomplete) 5. can create a call with no address 6. can create a call with a vehicle identifier in new work flow • vehicle will post as a comment with special clickable formatting 7. can create a call with a complainant • complainant will be an involved party in the call if automated records creation is enabled in agency • complainant name will display if automated records are disabled in agency 8. can create a call with a narrative • narrative will be a call comment 9. can create "another call" from new call workflow • this will post the call you're creating to the board and refresh your call intake popup	1. Pass 2. Pass 3. Pass 4. Pass 5. Pass 6. Pass 7. 8. Pass	1. Sandy 2. Sandy 3. Sandy 4. Sandy 5. Sandy 6. Sandy 7. 8. Eleni, Sandy
3	Call Management 1. Units on calls show up in call swap view 2. Can Join/resume an active call 3. Call times display, call timers increment in swap view and active call 4. Call update icon appears with yellow icon when changes are made to a call	1. Pass 2. Pass 3. Pass 4. Pass	1. Alan, Sandy 2. Alan, Sandy 3. Alan, Sandy 4. Alan, Sandy
4	Comments 1. Can create a comment on an active call 2. Can create a comment on a monitored call 3. Comments display in active call • comments show all comments made on the call • if no comments are made, text informing the user of the proper procedures of commenting is displayed • your comments display aligned right	1. Pass 2. Pass/Fail: You can create a comment from View Call Details but you can no longer click on a call in the Calls list to create a comment on the call. Josh had noted that we were having issues with this so it was disabled. 3. Pass	1. Alan, Sandy 2. Alan, Sandy 3. Alan, Sandy

- Training Documentation

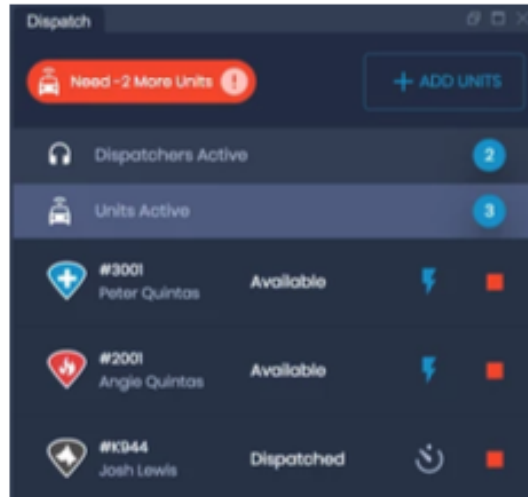
Suggestions in DISPATCH

The system can offer suggestions for units for a terminal to dispatch



Written by Josh Lewis

Updated over a week ago

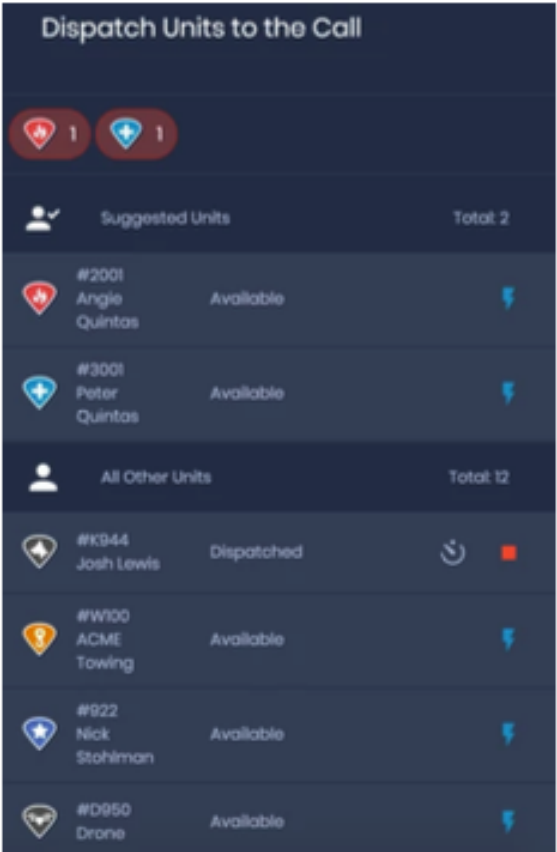


Step-by-Step Guide

SOMA Dispatch offers a Suggestions feature that is used to intelligently suggest the best Unit(s) to dispatch on a call. The Suggestions can be a result of [requesting a unit](#) or a pre-configured [dispatch plan](#) executing.

1. Navigate to the Dispatch dashboard and locate the Dispatch Tile
2. Each Unit in the Suggested list can be dispatched onto the call by clicking ().

- 3. Selecting "+ADD UNITS" will open a Sidebar to show the Suggested unit type icons highlighted at the top, with a list of all Suggested units.
- 4. The Dispatch Plan icon will show if the pre-configured dispatch plan has been satisfied or not.



Did this answer your question?



SOMA

Active Adult Warrants

by status

2

Approved Reports

by approver

6

Evidence Inactive

by status

0

Incidents Pending By Officer

by reporting officer

0

Rejected Reports

by day

0

TS report

by date

0

Traffic Stops

by day

0

Calls Dispatched

by day

8

Hangups

by day

0

Active Inmates

by status

0

DISPATCH End User Overview Tutorial

Written by indira torrealba
Updated over a week ago

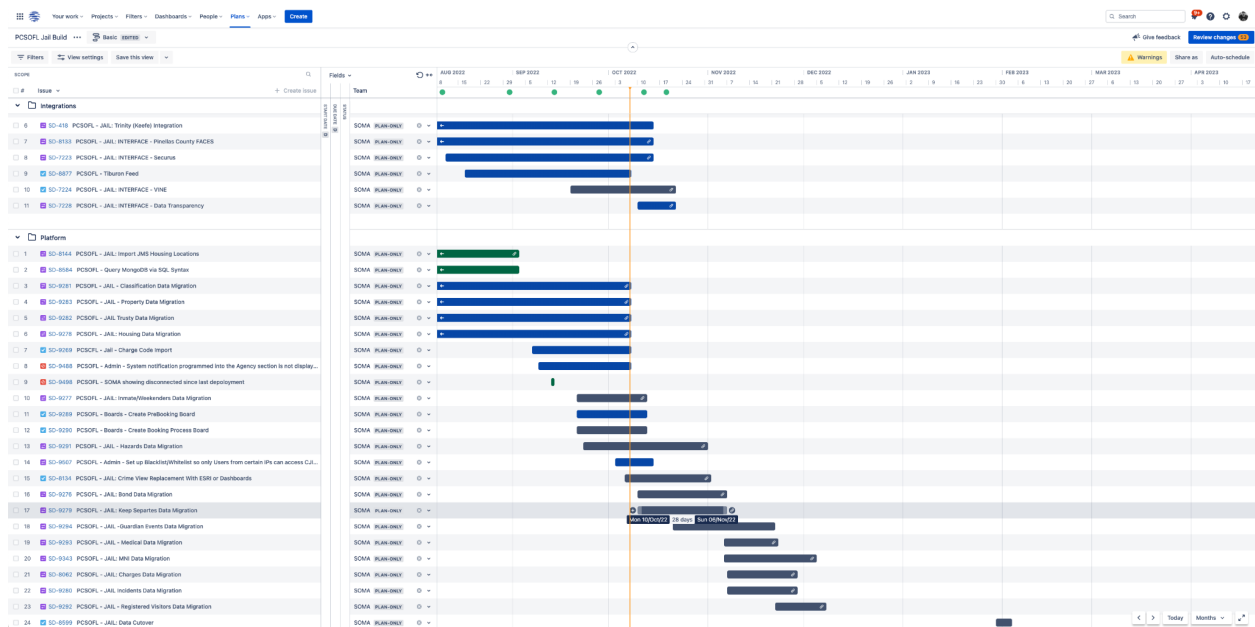
At the end of this overview, you will **IDENTIFY** the following:

- SELECT** how to check-in and out of the SOMA platform
- RECOGNIZE** the different components of the SOMA dashboard
- CREATE** CAD Calls
- UNDERSTAND** RapidSOS
- ASSIGN** and **CHANGE** the status of units
- UPDATE** incidents
- ASSIGN** resources such as tow companies, etc
- ASSIGN** incident report numbers to units
- HANDLE** Calls and Unit Alert Checks
- CONFIGURE** the Monitor Calls Module
- MANAGE** Recent Calls

WIDGETS

Groups give the permissions for widgets so that each group can have different widgets. Likewise, each group can have different widgets. For example, dispatchers can have a set of widgets, but dispatchers' supervisors may want to have different widgets.

- JIRA Project Plan



ADDENDUM EXHIBIT F
VERTOSOFT SOMA GLOBAL QUOTE
04-21-2023



1602 Village Market Blvd SE, Suite 320
Leesburg, VA20175 USA

Cage Code: 7QV38
UEI Number Y7D5MXRU2839
DUNS# 080431574
Federal Tax ID: 81-3911287
Business Size: Small Business

Date: 4/21/2023, 9:12 AM

Phone: 571 707-4130
Fax: 571-291-4119
Email: sales@vertosoft.com

Vertosoft Contact: David Ball
Phone: (571) 218-5194
Email: david.ball@vertosoft.com

SOMA Global Quote for Johnson County, TX

Contract: TIPS: 220105

Quote #: Q-02048
Expires On: 5/21/2023

Ship To
Johnson County, TX

Quote For:
Name: Dan Milam
Company: Johnson County, TX
Email: dmilam@johnsoncountytexas.org
Phone: (817) 556-6366

PAYMENT TERMS	DELIVERY METHOD	PAYMENT METHOD	VERTOSOFT CUST ID	SUPPLIER REF #
Net 30	Electronic	Check/ACH/Credit Card		

Software - Year 1 - Johnson County and all Agencies

PART #	DESCRIPTION	QTY	UNIT PRICE	EXTENDED
SG-Platform-Hub-Records-Dispatch-Mobile-Connections&Add_Ons	SOMA GLOBAL PUBLIC SAFETY ENTERPRISE BUNDLE (Texas): SOMA PLATFORM - Required for all Customers (Includes Soma Hub, Records Manager and Platform Tools). SOMA CRITICAL-RESPONSE SOLUTION SUITE (Includes Soma computer-aided & Mobile Dispatch, Mapping & Awareness standard applications & modules). SOMA INCIDENT MANAGEMENT SOLUTION SUITE (Includes Soma Incident Reporting, Evidence, and Investigation Management standard applications & modules). SOMA ADMINISTRATION SOLUTION SUITE (Includes Soma Engagement, Internal Operations, and Social Services standard applications & modules). Period of Performance: 04/01/2023 - 03/31/2024	1.00	\$471,953.00	\$471,953.00

PART #	DESCRIPTION	QTY	UNIT PRICE	EXTENDED
SOMA_Global-One_Time_Services-Onboarding	SOMA Global - One-Time Services Onboarding Fixed Cost, Prepaid - Provisioning, Configuration / Set-up, and Training	1.00	\$416,322.00	\$416,322.00
Software - Year 1 - Johnson County and all Agencies TOTAL:				\$888,275.00

Software - Years 2-5 - Johnson County Only

PART #	DESCRIPTION	QTY	UNIT PRICE	EXTENDED
SG-Platform-Hub-Records-Dispatch-Mobile-Connections&Add_Ons	SOMA GLOBAL PUBLIC SAFETY ENTERPRISE BUNDLE (Texas): SOMA PLATFORM - Required for all Customers (Includes Soma Hub, Records Manager and Platform Tools). SOMA CRITICAL-RESPONSE SOLUTION SUITE (Includes Soma computer-aided & Mobile Dispatch, Mapping & Awareness standard applications & modules). SOMA INCIDENT MANAGEMENT SOLUTION SUITE (Includes Soma Incident Reporting, Evidence, and Investigation Management standard applications & modules). SOMA ADMINISTRATION SOLUTION SUITE (Includes Soma Engagement, Internal Operations, and Social Services standard applications & modules). Period of Performance: 04/01/2024 - 03/31/2025	1.00	\$187,259.00	\$187,259.00
SG-Platform-Hub-Records-Dispatch-Mobile-Connections&Add_Ons	SOMA GLOBAL PUBLIC SAFETY ENTERPRISE BUNDLE (Texas): SOMA PLATFORM - Required for all Customers (Includes Soma Hub, Records Manager and Platform Tools). SOMA CRITICAL-RESPONSE SOLUTION SUITE (Includes Soma computer-aided & Mobile Dispatch, Mapping & Awareness standard applications & modules). SOMA INCIDENT MANAGEMENT SOLUTION SUITE (Includes Soma Incident Reporting, Evidence, and Investigation Management standard applications & modules). SOMA ADMINISTRATION SOLUTION SUITE (Includes Soma Engagement, Internal Operations, and Social Services standard applications & modules). Period of Performance: 04/01/2025 - 03/31/2026	1.00	\$196,622.00	\$196,622.00

PART #	DESCRIPTION	QTY	UNIT PRICE	EXTENDED
SG-Platform-Hub-Records-Dispatch-Mobile-Connections&Add_Ons	SOMA GLOBAL PUBLIC SAFTEY ENTERPRISE BUNDLE (Texas): SOMA PLATFORM - Required for all Customers (Includes Soma Hub, Records Manager and Platform Tools). SOMA CRITICAL-RESPONSE SOLUTION SUITE (Includes Soma computer-aided & Mobile Dispatch, Mapping & Awareness standard applications & modules). SOMA INCIDENT MANAGEMENT SOLUTION SUITE (Includes Soma Incident Reporting, Evidence, and Investigation Management standard applications & modules). SOMA ADMINISTRATION SOLUTION SUITE (Includes Soma Engagement, Internal Operations, and Social Services standard applications & modules). Period of Performance: 04/01/2026 - 03/31/2027	1.00	\$206,453.00	\$206,453.00
SG-Platform-Hub-Records-Dispatch-Mobile-Connections&Add_Ons	SOMA GLOBAL PUBLIC SAFTEY ENTERPRISE BUNDLE (Texas): SOMA PLATFORM - Required for all Customers (Includes Soma Hub, Records Manager and Platform Tools). SOMA CRITICAL-RESPONSE SOLUTION SUITE (Includes Soma computer-aided & Mobile Dispatch, Mapping & Awareness standard applications & modules). SOMA INCIDENT MANAGEMENT SOLUTION SUITE (Includes Soma Incident Reporting, Evidence, and Investigation Management standard applications & modules). SOMA ADMINISTRATION SOLUTION SUITE (Includes Soma Engagement, Internal Operations, and Social Services standard applications & modules). Period of Performance: 04/01/2027 - 03/31/2028	1.00	\$216,775.00	\$216,775.00
Software - Years 2-5 - Johnson County Only TOTAL:				\$807,379.00
TOTAL:				\$1,695,384.00

This Quote incorporates the Vertosoft, LLC Master Services Agreement ("MSA") as modified by JOHNSON COUNTY, TEXAS and approved by the Johnson County Commissioners Court and signed by the Johnson County Judge and the applicable Statement of Work ("SOW") incorporated (SOMA - JCSOTX Statement of Work - v3.30.23) herein in the event Professional Services are purchased. The Order Form, MSA, Johnson County Contract Terms Addendum to Vertosoft, LLC Master Services Agreement and SOW shall hereafter be referred to as the "Agreement". Unless otherwise specified above, fees for the Software Services and Professional Services shall be due and payable, upon the execution of the Milestone completion and acceptance form.

By signing this Agreement, Customer acknowledges that it has reviewed, and agrees to be legally bound by, the Vertosoft, LLC Terms and Conditions. Each party's acceptance of this Agreement is conditional upon the other's acceptance of the terms in the Agreement. All Purchase Orders must include: End User Name, Phone Number, Email Address, Purchase Order Number, Government Contract Number and Our Quote Number, Bill-To and Ship-To Address (Cannot ship to a PO Box), Period of Performance (if applicable), and a Signature of a duly Authorized Representative



City Council Meeting Management Report

Meeting Date: July 17, 2023

Contact: Beth A Walls, Director of Human Resources

AGENDA ITEM: Consideration and action regarding proposed changes to dependent coverage subsidy for medical benefits.

BACKGROUND AND FINDINGS:

Currently the City subsidizes dependent coverage for medical insurance at the rate of \$300 per month. There is no distinction between child coverage and family coverage.

That amount covers 36.74% of the Child premium, 31.31% of the Spouse premium and 16.91% of the Family premium. The tables below show the current subsidy and proposed changes.

Current Subsidy:

Coverage Tier	Dependent Cost	Subsidy \$ Monthly	Subsidy \$ Annually	% of Subsidy	Employee Pays
Child	\$ 816.66	\$300	\$3,600	36.74%	\$ 516.66
Spouse	\$ 958.15	\$300	\$3,600	31.31 %	\$ 658.15
Family	\$ 1774.98	\$300	\$3,600	16.91%	\$ 1,474.98

Proposed Change:

Coverage Tier	Dependent Cost	Subsidy \$ Monthly	Subsidy \$ Annually	% of Subsidy	Employee Pays
Child	\$ 816.66	\$300	\$3,600	36.74%	\$ 516.66
Spouse	\$ 958.15	\$352	\$ 4,442	36.74%	\$ 606.15
Family	\$ 1774.98	\$652	\$ 7,824	36.74%	\$ 1,122.98

FINANCIAL IMPACT

The majority of our employees do not cover their dependents on medical insurance. The highest participation in dependent coverage is for the Child coverage (8). We currently have 5 employees with spouse coverage and 0 with family. I have talked to 2 employees who are looking at changing to family coverage.

The financial impact of making this change with the current employee census would be an additional \$4,210.

Coverage Tier	# Enrolled	Subsidy \$ Annually	City Cost
Child	8	\$3,600	\$ 28,800
Spouse	5	\$ 4,442	\$ 22,210
Family	0	\$ 7,824	\$ 00.00
Total	13		\$ 51,010

MANAGEMENT REVIEW:

Paul DeBuff

ATTACHMENTS:



City Council Meeting Management Report

Meeting Date: July 17, 2023

Contact: Donielle Suber, Assistant to the City Manager

Phone: 817-790-3351, Ext. 116

AGENDA ITEM:

Consideration and action authorizing a resolution designating the City Manager as the applicant for the Texas Parks and Wildlife Department Grant Program; certifying the eligibility to receive program assistance; certifying that the applicant matching share is readily available; and dedicating the proposed site for permanent public park and recreational uses.

BACKGROUND & FINDINGS:

The City of Alvarado is working with Blais and Associates (Grant Consultant) to prepare the Texas Parks and Wildlife (TPWD), Local Park Grant Program application prior to the deadline submittal date of August 1, 2023. This grant program assists local units of government with the acquisition and/or development of public recreation areas and facilities for municipalities, with less than a 20,000 population. Once funded, the grant assisted site must be dedicated as parkland in perpetuity, properly maintained and open to the public. The program also offers fifty percent (50%) match, on a reimbursement basis, with a maximum funding amount of \$150,000.

Paul DeBuff, City Manager, will be the designated applicant (on behalf of the City) for the TPWD grant program. The City is eligible to participate in the program and the City's matching share are to be available at the time of application. In addition, Parkway Park (located at 100 S. Parkway) has also been designated as the site for development of a splash pad.

FINANCIAL IMPACT:

The financial impact includes \$150,000 grant match.

RECOMMENDATION:

Staff recommends City Council authorize a resolution designating the City Manager as the applicant for the Texas Parks and Wildlife Department Grant Program; certifying the eligibility to receive program assistance; certifying that the applicant matching share is readily available; and dedicating the proposed site for permanent public park and recreational uses.

MANAGEMENT REVIEW:

Paul DeBuff, City Manager

ATTACHMENTS:

Resolution (RXX-XXXX)

Proposed cost estimate for splashpad

CITY OF ALVARADO, TEXAS

RESOLUTION NO. R2023-0012

A RESOLUTION BY THE CITY OF ALVARADO, AS HEREINAFTER REFERRED TO AS “APPLICANT,” DESIGNATING THE CITY MANAGER AS BEING RESPONSIBLE FOR, ACTING FOR, AND ON BEHALF OF THE APPLICANT IN DEALING WITH THE TEXAS PARKS AND WILDLIFE DEPARTMENT, HEREINAFTER REFERRED TO AS “DEPARTMENT,” FOR THE PURPOSE OF PARTICIPATING IN THE LOCAL PARK GRANT PROGRAM, HEREINAFTER REFERRED TO AS THE “PROGRAM”; CERTIFYING THAT THE APPLICANT IS ELIGIBLE TO RECEIVE PROGRAM ASSISTANCE; CERTIFYING THAT THE APPLICANT MATCHING SHARE IS READILY AVAILABLE; AND DEDICATING THE PROPOSED SITE FOR PERMANENT (OR FOR THE TERM OF THE LEASE OF THE PROPERTY) PUBLIC PARK AND RECREATIONAL USES.

WHEREAS, the Applicant is fully eligible to receive assistance under the Program; and

WHEREAS, the Applicant is desirous of authorizing an official to represent and act for the Applicant in dealing with the Department concerning the Program;

NOW THEREFORE BE IT RESOLVED BY THE APPLICANT:

SECTION 1

That the Applicant hereby certifies that they are eligible to receive assistance under the Program, and that the notice of the application has been posted according to local public hearing requirements.

SECTION 2

That the Applicant hereby certifies that the matching share for this application is readily available at this time.

SECTION 3

That the Applicant hereby authorizes and directs the City Manager to act for the Applicant in dealing with the Department for the purposes of the Program, and that the City Manager is hereby officially designated as the representative in this regard.

SECTION 4

The Applicant hereby specifically authorizes the official to make application to the Department concerning the site known as Parkway Park in the City of Alvarado or use as a park site and is hereby dedicated (or will be dedicated upon completion of the proposed acquisition) for public park and recreation purposes in perpetuity (or for the lease term, if legal control is through a lease). Projects with federal monies may have differing requirements.

PASSED AND APPROVED this Monday, July 17, 2023.

Jacob Wheat
Mayor

ATTEST:

Beth A. Walls, City Secretary

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

Project No. TBD

Client: CITY OF ALVARADO, TEXAS
 Project: Parkway Park TPWD Improvements
City SplashPark

Date: 7-Jul-23
 By: JRI

ENGINEER'S OPINION OF CONSTRUCTION COST

Item No.	Description	Quantity	Unit	Price	Amount
	SPLASHPARK				
100	Furnish & Install Single Pass Kraftsman SplashPark & Make Operational	1	L.S.	\$ 258,500.00	\$ 258,500.00
101	For Site Grading	1	L.S.	\$ 10,000.00	\$ 10,000.00
102	Furnish & Install Underground Electrical Service (120V, 20A GFCI Outlet In Weatherproof Cover), Electrical Panel, & Connect to Electrical Service to Dynamic Sequence Controller	1	L.S.	\$ 10,000.00	\$ 10,000.00
103	Furnish & Install Underground Electrical Service (240V, 100A)	100	L.F.	\$ 50.00	\$ 5,000.00
104	Furnish & Install Pole Mounted Electrical Disconnect & Electrical Meter	1	L.S.	\$ 15,000.00	\$ 15,000.00
105	For Oncor Electrical Services & Pole Mounted Transformer	1	L.S.	\$ 20,000.00	\$ 20,000.00
106	Furnish & Install 2-Inch Double Check Backflow Preventer	1	Ea.	\$ 2,000.00	\$ 2,000.00
107	Furnish & Install 8-Inch Water Line By Open Cut With Embedment	300	L.F.	\$ 85.00	\$ 25,500.00
108	Furnish & Install 2-Inch Water Service By Open Cut With Embedment	125	L.F.	\$ 40.00	\$ 5,000.00
109	Furnish & Install 8-Inch Sanitary Sewer Line By Open Cut With Embedment	325	L.F.	\$ 85.00	\$ 27,625.00
110	Furnish & Install 4-Foot Diameter Sanitary Sewer Manhole	2	Ea.	\$ 12,000.00	\$ 24,000.00
111	Furnish & Install 2-Way Sanitary Sewer Cleanout	1	Ea.	\$ 2,000.00	\$ 2,000.00
112	Furnish, Place, Water, Fertilize, & Establish Hydromulch Seeding	2,000	S.Y.	\$ 3.50	\$ 7,000.00
	Construction Subtotal (SplashPark Only):				\$ 411,625.00
	Contingencies and Miscellaneous Items	20%			\$ 82,325.00
	Construction Total (SplashPark Only):				\$ 493,950.00
	Engineering, Surveying, & Professional Services	15%			\$ 74,092.50
	Materials Testing & Construction Inspections	5%			\$ 24,697.50
	Project Total (SplashPark Only):				\$ 592,740.00
				USE:	\$ 593,000.00

Client: CITY OF ALVARADO, TEXAS
Project: Parkway Park TPWD Improvements
Park Restrooms

Date: 7-Jul-23
By: JRI

ENGINEER'S OPINION OF CONSTRUCTION COST

Item No.	Description	Quantity	Unit	Price	Amount
	RESTROOMS				
200	Furnish & Install Prefabricated Restroom Building (Corworth Model B202, Masonry) Including Plumbing, Electrical, & Incidentals, and Make Operational	1	L.S.	\$ 125,000.00	\$ 125,000.00
201	Construct Foundation & Necessary Grade Beams, Including Site Grading	1	L.S.	\$ 10,000.00	\$ 10,000.00
202	Furnish & Install Underground Electrical Service (240V, 100A)	100	L.F.	\$ 60.00	\$ 6,000.00
203	Furnish & Install Pole Mounted Electrical Disconnect & Electrical Meter	1	L.S.	\$ 15,000.00	\$ 15,000.00
204	For Oncor Electrical Services & Pole Mounted Transformer	1	L.S.	\$ 20,000.00	\$ 20,000.00
205	Furnish & Install 1-Inch Double Check Backflow Preventer	1	Ea.	\$ 1,500.00	\$ 1,500.00
206	Furnish & Install 8-Inch Water Line By Open Cut With Embedment	300	L.F.	\$ 85.00	\$ 25,500.00
207	Furnish & Install 1-Inch Water Service By Open Cut With Embedment	115	L.F.	\$ 30.00	\$ 3,450.00
208	Furnish & Install 8-Inch Sanitary Sewer Line By Open Cut With Embedment	250	L.F.	\$ 85.00	\$ 21,250.00
209	Furnish & Install 4-Foot Diameter Sanitary Sewer Manhole	1	Ea.	\$ 12,000.00	\$ 12,000.00
210	Furnish & Install 2-Way Sanitary Sewer Cleanout	1	Ea.	\$ 2,000.00	\$ 2,000.00
211	Furnish, Place, Water, Fertilize, & Establish Hydromulch Seeding	1,500	S.Y.	\$ 3.50	\$ 5,250.00
	Construction Subtotal (Restrooms Only):				\$ 246,950.00
	Contingencies and Miscellaneous Items	20%			\$ 49,390.00
	Construction Total (Restrooms Only):				\$ 296,340.00
	Geotechnical Investigation & Recommendations	1	L.S.	\$ 8,000.00	\$ 8,000.00
	Engineering, Surveying, & Professional Services	15%			\$ 44,451.00
	Materials Testing & Construction Inspections	5%			\$ 14,817.00
	Project Total (Restrooms Only):				\$ 363,608.00
				USE:	\$ 364,000.00

CITY OF ALVARADO, TEXAS
TPWD Grant Improvements

Project Budget

Project	Construction Total	Professional Services, Testing & Inspections	Project Total
SplashPark	\$ 493,950.00	\$ 98,790.00	\$ 593,000.00
Park Restrooms	\$ 296,340.00	\$ 67,268.00	\$ 364,000.00
Total:			\$ 957,000.00