

**REGULAR MEETING OF THE
CITY OF ALVARADO CITY COUNCIL
104 W. COLLEGE
NOVEMBER 20, 2023
6:30 PM**

AGENDA

The City Council of the City of Alvarado will meet in a Regular Called Session on Monday, November 20, 2023 at 6:30 p.m. in the Council Chambers at City Hall for the following agenda items.

CALL TO ORDER - Roll Call - Council determines excused/unexcused absence of members.

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 the minutes of the 10/16/23 Regular City Council meeting. (Walls)
2. Consideration and action regarding FY 2023 Audit Engagement Agreement. (Cox)
3. Consideration and action approving a letter of agreement with Hilltop Securities Asset Management, LLC (HSAM) to assist in the development and update of the City's investment policy, and authorizing the City Manager and/or Chief Financial Officer to execute any documents in connection therewith. (Cox)
4. Consideration and action to award bids for street repair. (Dwiggins)
5. Consideration and action to approve Resolution R2023-0015 regarding a grant for the purchase of body cameras. (May)
6. Consideration and action to authorize LaSalle Corrections to negotiate (on behalf of the City of Alvarado) the renewal of an Inter-Government Service Agreement (IGSA) for Adult Noncitizen Detention Services for U.S. Immigration and Customs

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Enforcement (ICE) Noncitizens with the Department of Homeland Security (DHS), ICE. (Suber)

7. Consideration and action to approve letter declining to submit comment to TCEQ regarding recycling facility (DeBuff)

NEW BUSINESS:

8. Consideration and action to approve Resolution R2023-0013, casting votes for the Central Appraisal District of Johnson County, Texas. (Wheat)
9. Public hearing, consideration and action to approve Ordinance 2023-0032, regarding the application of Agave Trail Development LLC represented by John Heilman for approval of a zoning change from Planned Development (PD) District and Agricultural (A) District to Planned Development (PD) District on approximately 113.09 acres known as portions of Tracts 6 and 22 of the J. M. Ross Survey, A-737, approximately addressed at 1000, 1220, and 1300 N. Cummings Drive, with development plan approval.(French)
10. Consideration and action on the application of Winston Parks with Palm Development Partners on behalf of the David and Mary Glenn Irrevocable Trust for approval of the Henderson Integrity Addition (Urgent Care Facility) preliminary plat on 2.298 acres known as Tract 29 in the J. Dixon Survey, Abstract 214, approximately addressed in the 700 and 800 blocks of E. Hwy 67.(French)
11. Consideration and action to approve at the request of property owner Andrew Bither, for an on-site sewer facility (OSSF), as authorized by Section 34-130(c) of the Alvarado subdivision ordinance, on 8.12 acres known as Tracts 16 & 18-22 of the George S. McIntosh Survey, A-625, and addressed at 1005 E. Highway 67.(French)
12. Consideration and action regarding Fire Station Renovation Projects. (Rodgers)
13. Consideration and action to approve Ordinance 2023-0031, amending Division 2 "City Manager," of Article III, "Officers and Employees," of Chapter 2 "Administration" of the Code of Ordinances, City of Alvarado, Texas, relating to the City Manager's terms of employment, salary, duties, and powers. (Dierker)
14. Consideration and action to approve the Settlement Agreement with Indie Catch. (DeBuff)
15. Consideration and action to accept bid for Police Department renovations. (May)
16. Presentation on body camera upgrades. (May)
17. Consideration and action to authorize the City Manager to approve the purchase of routers for the PD vehicles. (May)

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

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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. Infrastructure Update- WWTP_DSGL Cost Share Agreement. C. Lone Oak Development Agreement. D. 310 Atchley 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) Infrastructure Update- WWTP_DSGL Cost Share Agreement. b) Lone Oak Development Agreement. c) 310 Atchley.

RECONVENE OPEN SESSION:

18. Consideration and action regarding an amendment to the WWTP_DSGL cost share agreement. (DeBuff)

COUNCIL COMMENTS:

Pursuant to LGC Section 551.0415, City Council Members may make a report about items of Community interest during a meeting of the governing body without having given notice of the report. Items of community interest may include, but not necessarily limited to any of the following:

- Expressions of thanks, congratulations, or condolence;
- Information regarding holiday schedules;
- An honorary or salutary recognition of a public official, public employee, or other citizen, except that a discussion regarding a change in the status of the person's public office of public employment is not an honorary or salutary recognition for purposes of this subdivision;
- A reminder about an upcoming event organized or sponsored by the governing body;
- Information regarding a social, ceremonial, or community event organized or sponsored by an entity other than the governing body that was attended or is scheduled to be attended by a member of the governing body or an official or employee of the municipality; and
- Announcements involving an imminent threat to the public health and safety of people in the municipality that has arisen after the posting of the agenda.

ADJOURN

ACCESSIBILITY STATEMENT

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.

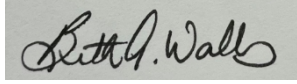
I, the undersigned authority, do hereby certify that the above Agenda was posted on

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the bulletin board in the City Hall of the City of Alvarado, Texas, a place convenient and readily accessible to the general public at all times, and said Agenda was posted on November 17, 2023 at 4:30 p.m. and remained so posted continuously for at least 72 hours preceding the scheduled time of said meeting.

A rectangular box containing a handwritten signature in black ink. The signature appears to read "Beth A. Walls" in a cursive script.

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

CITY OF ALVARADO
County of Johnson
State of Texas
October 16, 2023
City Council Minutes.

The City Council of the City of Alvarado met in Regular Called Session on Monday, October 16, 2023 at 6:30 p.m. The following were present for roll call:

City Council Meeting started at 6:35pm.

Name	Title	Present	Absent	Excused
Jacob Wheat	Mayor	X		
Michael Bennett	Council Ward 1		X	
Beverly Short	Council Ward 1	X		
Lydia Moon	Mayor Pro-Tem Ward 2	X		
Cherry Bryant	Council Ward 2	X		
Scott Arthur	Council Ward 3	X		
Kevin Thomas	Council Ward 3	X		

Others Present:

Paul DeBuff	City Manager
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
Michael Dwiggin	Public Works Director

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

PLEDGE OF ALLEGIANCE

PUBLIC COMMENTS- Jameye Jones spoke about upcoming events; Alvarado Live on the Square (10/19, 10/26, 11/2, 11/9), AYSA Fall Festival (10/21) & APEC Trunk or Treat on the Square (10/28)

INTRODUCTION OF NEW EMPLOYEES- N/A

CONSENT AGENDA

- 1. CONSIDERATION AND ACTION TO APPROVE THE MINUTES OF THE SEPTEMBER 18, 2023 REGULAR CITY COUNCIL MEETING.**
- 2. CONSIDERATION AND ACTION TO APPROVE ORDINANCE # 2023-0030 AMENDING SECTION 38.51, "STOP SIGNS AUTHORIZED," OF DIVISION 2, "TRAFFIC CONTROL DEVICES", OF ARTICLE II, "TRAFFIC REGULATIONS," OF CHAPTER, 38, "TRAFFIC AND VEHICLES," OF THE ALVARADO CODE OF ORDINANCES, TO DESIGNATE ADDITIONAL STOP INTERSECTIONS IN THE CITY.**

Motion was made by Lydia Moon and seconded by Kevin Thomas to approve the consent agenda.

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

AGENDA ITEM #3

PUBLIC HEARING, CONSIDERATION, AND ACTION ON THE APPLICATION OF CHRIS BRUCKNER ON BEHALF OF ROBERT E. RUSSELL, INDEPENDENT EXECUTOR FOR THE CHARLES MARVIN RUSSELL ESTATE, AND SUCCESSOR EXECUTOR FOR THE ERNEST RUSSELL AND THE DIMPLE RUSSEL ESTATE, FOR APPROVAL OF A ZONING CHANGE FROM AGRICULTURAL (A) DISTRICT TO GENERAL COMMERCIAL (C-2) DISTRICT ON 26.995 ACRES KNOWN AS A PORTION OF TRACT 9 OF THE J. MULLICAN SURVEY, A-584, ADDRESSED AT 6624 CR 604

Mayor Wheat opened the Public Hearing at 6:42pm

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. The requested rezoning is anticipated to produce development consistent with the Comprehensive Plan.

The Public Hearing was closed at: 6:44pm

Motion was made by Lydia Moon and seconded by Scott Arthur to approve Ordinance 2023-0029 to change the zoning on 26.995 acres in tract 9 of the J. Mullican survey, A-584 addressed at 6624 CR 604 from Agricultural (A) District to General Commercial (C-2).

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

AGENDA ITEM #4

CONSIDERATION AND ACTION ON A LAKE ALVARADO ENCROACHMENT AGREEMENT WITH SCOTT AND SHIRLEY BEARDEN, OWNERS OF 0.341 ACRES KNOWN AS THE NORTH PORTION OF LOT 17, BLOCK 1 OF THE B. F. SHULTZ ADDITION IN ALVARADO EXTRATERRITORIAL JURISDICTION, ADDRESSED AT 1624 WOODVIEW DRIVE

According to the Central Appraisal District of Johnson County, Scott and Shirley Bearden's deed to the property at 1624 Woodview Drive is dated October 12, 2022. Per Google Earth imagery, a boat dock on Lake Alvarado from the shoreline of 1624 Woodview Drive predates 1995 and was last found to be in good structural condition in the imagery dated October 2014. The Bearden's request to replace the existing dilapidated boat dock with a new boat dock of similar character. No previous permit or agreement has been found on record. The attached encroachment agreement grants permission for the proposed boat dock on Lake Alvarado that is owned by the City of Alvarado. The agreement also includes indemnity provisions to release the City from liability and provisions authorizing the City to terminate the agreement to implement a compelling public interest.

The Alvarado Comprehensive Plan of June 2017 indicates participants in the public involvement process desire more recreational opportunities around Lake Alvarado. The Plan provides the following long-term recommendations regarding lakefront development but nothing specific to private boat docks or piers.

- Purchase Lakefront Lots
- Plan for RV Park and Campgrounds
- Plan for Multi-Purpose Facility (civic center or retreat center)

The City's Development Review Committee (DRC) recommends Council approve the encroachment agreement and consider adoption of a comprehensive Lake Ordinance in the near future.

Motion was made by Kevin Thomas and seconded by Lydia Moon to approve the Lake Alvarado Encroachment Agreement with Scott and Shirley Bearden.

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

AGENDA ITEM #5

CONSIDERATION AND ACTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AGREEMENT WITH THE GENERAL LAND OFFICE OF TEXAS FOR THE AWARDING OF A GRANT NOT TO EXCEED \$300,000, PAYABLE AS REIMBURSEMENTS OF ALLOWABLE EXPENSES, UNDER THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT'S COMMUNITY DEVELOPMENT BLOCK GRANT MITIGATION.

The RCP funds CDBG-MIT activities that work to increase a community's resilience to disasters and reduce or eliminate the impact of future disasters. These RCP funds will result in the development and formal adoption of a comprehensive plan update, infrastructure master plan updates, and a zoning ordinance rewrite. Other results of the

grant award include but are not limited to the development of geographical information system services to support planning.

Motion was made by Lydia Moon and seconded by Beverly Short to approve authorizing the City Manager to enter into an agreement with the General Land Office of Texas for the awarding of a grant not to exceed \$300,000 under the US Department of Housing and Urban Development's Community Development Block Grant.

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

AGENDA ITEM #6

CONSIDERATION AND ACTION TO APPROVE A CHANGE ORDER REQUEST, IN THE AMOUNT OF \$42,467.00 FOR THE RENOVATION PROJECT LOCATED AT 107 E. COLLEGE AVE, ALVARADO, TEXAS.

In August 2023, the building renovation project was awarded. With the interior renovations in progress, Jim Loftin Construction company has uncovered an additional interior water leak, along the base of the east interior wall.

With the renovation phase of the Administration Building project underway, staff is requesting a change order to better secure the building; enhance the aesthetics of the office spaces; improve the functionality of the kitchenette space and address the water leak along the east side of the building with the following improvements:

- Additional cabinetry and countertops to accommodate a stove;
- Replace all damaged ceiling tiles and paint all ceiling tiles & grids;
- Install security glass enclosure in front lobby area and six (6) 4ftX6ft glass windows with electrical relocation;
- Add an exterior French drainage on east side of building.

Motion was made by Cherry Bryant and seconded by Scott Arthur to approve the change order request for the renovation project at 107 E. College Ave.

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

AGENDA ITEM #7

CONSIDERATION AND ACTION TO AUTHORIZE THE CITY MANAGER TO EXECUTE A THREE-YEAR LEASE AGREEMENT WITH CLEAN CUT BROTHERS LIGHTING TO DECORATE THE ALVARADO DOWNTOWN SQUARE AND PECAN ORCHARD FOR THE HOLIDAY SEASON.

The Alvarado Downtown Square, and the immediate surrounding areas, are considered the heart of the City. In recent years, activity and foot traffic, in and, round the downtown area has declined, leaving few businesses (activity) and vacant buildings behind.

For fiscal year 2024, City staff will begin the process of increasing foot traffic and activity in the downtown area, along with transforming Pecan Orchard into an inviting recreational space. This revitalization effort includes the following: (1) Renovation of various City

facilities on or near the Downtown Square (Administration Building - 107 E. College Street, Fire Station - 205 S Friou Street, City Hall - 104 W. College Street and Pecan Orchard); (2) Hire qualified and talented individuals to drive the revitalization effort (i.e., Economic Development Director, Communications Manager, & Events Manager); (3) Hold and/or sponsor various activities and events, on the Square and in Pecan Orchard, year-round; and (4) Decorate the Downtown Square and illuminate (wrap) trees in Pecan Orchard for the holidays.

The upcoming holiday season, staff is proposing that the Downtown Square and Pecan Orchard be professionally outfitted with decorations and/or lights to enhance these areas for holiday events and to increase foot traffic.

Staff contacted three (3) vendors specializing in holiday decorating and tree lighting. These vendors provided estimates to decorate the Gazebo (in the Square) and surrounding grounds with lights, garland, wreaths, and bows, along with wrapping five to eight (5-8) various size trees in Pecan Orchard with multiple strands of light. Vendor estimates include three-year term lease agreements to maximum the number of light strands while also eliminating installation, maintenance, removal and storage.

The project will cost \$39,104.00 (per year, for life of the lease agreement) and will include lights and decoration for the Downtown Square and 5-8 wrapped trees in Pecan Orchard.

Staff recommends City Council authorize the City Manager to execute a three-year lease agreement with Clean Cut Brothers Lighting for holiday decorations and tree lighting for the Downtown Square and Pecan Orchard.

Motion was made by Lydia Moon and seconded by Scott Arthur to authorize the City Manager to execute an agreement with Clean Cut Brothers.

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

AGENDA ITEM #8

CONSIDERATION AND ACTION TO AUTHORIZE THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH IWORQ, A PROGRAM FOR PUBLIC WORKS TO REPLACE THE CURRENT WORK ORDER SYSTEM FOR IMPROVED EFFICIENCY AND BETTER INVENTORY CONTROL OF PARTS AND EQUIPMENT.

After having trouble with other inventory control programs, the Public Works Department found Iworq which not only promises better digital inventory control but also has a work order system with more data available than our current system. With this we will also be able to start field marking lines on an open street map getting better data over time for better record keeping digitally.

This item was budgeted for and approved in this current fiscal year. The cost of the program will be \$19,500.

Staff recommends City Council approving the City Manager to sign the agreement with Iworq.

Motion was made by Lydia Moon and seconded by Scott Arthur to authorize the City Manager to execute an agreement with Iworq.

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

Mayor Wheat announced that Council would go into Executive Session at 7:21pm.

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. 2. § 551.072. Deliberate the purchase, exchange, lease, or value of real property, as deliberation in an open session would have a detrimental effect on the position of governmental body negotiations with a third person. 310 W. Atchely.

RECONVENE OPEN SESSION:

Mayor Wheat announced that Council was back in regular session at 7:25 p.m.

ADJORN

There being no further business, Mayor Wheat adjourned the meeting at 7:39 p.m.

Passed and approved this the 20th day of November, 2023.

Mayor Jacob Wheat

Respectfully Submitted,

Beth A Walls, City Secretary/HRD



City Council Meeting Management Report

Meeting Date: November 20, 2023

Contact: Laura Cox, CFO

AGENDA ITEM:

Consideration and action approving a letter of engagement with Waters, Vollmering and Associates, L.L.P. to perform the annual audit for fiscal year 2023, and authorizing the Mayor and/or City Manager to execute any documents in connection therewith.

BACKGROUND & FINDINGS:

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

FINANCIAL IMPACT:

Funds for this expenditure are included in the fiscal year 2024 budget.

RECOMMENDATION:

Staff recommends approval of this item.

MANAGEMENT REVIEW:

Paul DeBuff, City Manager

ATTACHMENTS:

1. Waters, Vollmering & Associates, L.L.P. engagement letter



November 14, 2023

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

We are pleased to confirm our understanding of the services we are to provide the City of Alvarado, Texas for the year ended September 30, 2023.

Audit Scope and Objectives

We will audit the financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the basic financial statements of the City of Alvarado, Texas as of and for the year ended September 30, 2023. Accounting standards generally accepted in the United States of America (GAAP) provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the City of Alvarado's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the City of Alvarado's RSI in accordance with auditing standards generally accepted in the United States of America (GAAS). These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient appropriate evidence to express an opinion or provide any assurance. The following RSI is required GAAP and will be subjected to certain limited procedures, but will not be audited:

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

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

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

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

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

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

Auditor's Responsibilities for the Audit of the Financial Statements

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

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

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

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

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

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

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

Audit Procedures – Internal Controls

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

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

Audit Procedures – Compliance

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

Other Services

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

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

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

Responsibilities of Management for the Financial Statements

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

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

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

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

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

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

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

Engagement Administration, Fees and Other

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

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

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

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

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

We expect to begin our audit in December 2023. Gil Vollmering is the engagement partner and is responsible for supervising the engagement and signing the report of authorizing another individual to sign it.

Our fee for these services will be at our standard hourly rates plus out of pocket costs (such as report reproduction, word processing, postage, travel, copies, telephone, etc.) except that we agree that our gross fee, including expenses will not exceed \$40,000. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. You may engage us to assist your staff in preparing accounting entries outside the scope of the audit. These accounting services performed outside of the audit will be billed at our standard hourly rates and will be billed separately. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. Your cooperation is measured by your timely response to our requests and communication. Lack of cooperation by the entity personnel could render our fee estimate void and convert this understanding to our standard rates of the actual hours committed to performing the engagement. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

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

Reporting

We will issue a written report upon completion of our audit of The City of Alvarado, Texas' financial statements. Our report will be addressed to those charged with governance of The City of Alvarado, Texas. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add a separate section, or add an emphasis-of-matter or other-matter paragraph to our auditor's report, or if necessary, withdraw from this engagement. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or withdraw from this engagement. Timely notice will be provided to the City as soon as practicable if we anticipate withdrawal from the engagement.

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

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

Very truly yours,

Waters, Vollmering & Associates, LLP

Waters, Vollmering & Associates, LLP

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

Management signature:: _____

Title: _____

Date: _____

Governance signature: _____

Title: _____

Date: _____



City Council Meeting Management Report

Meeting Date: November 20, 2023

Contact: Laura Cox, CFO

AGENDA ITEM:

Consideration and action approving a letter of agreement with Hilltop Securities Asset Management, LLC (HSAM) to assist in the development and update of the City's investment policy, and authorizing the City Manager and/or Chief Financial Officer to execute any documents in connection therewith.

BACKGROUND & FINDINGS:

An agreement letter will be executed with HSAM to provide the following services as outlined in the agreement letter:

- Discuss current investment practice and risk tolerance
- Develop redline policy draft with comments in word.doc format
- Provide final clean version after discussion
- Issue HSAM letter stating the policy's compliance with state law
- Answer questions upon request

The City's investment policy is required to be updated and adopted annually per State law. This service will help ensure that the City is in compliance with the current law and regulations and assist in setting up a plan to diversify the authorized investments of the City. We plan to bring the investment policy for your consideration and approval to the December 18, 2023, City Council meeting.

FINANCIAL IMPACT:

Funds for this expenditure are available in the fiscal year 2024 budget.

RECOMMENDATION:

Staff recommends approval of this item.

MANAGEMENT REVIEW:

Paul DeBuff, City Manager

ATTACHMENTS:

1. Hilltop Securities Asset Management agreement letter



October 17, 2023

Ms. Laura Cox, CPA
Chief Financial Officer
City of Alvarado I
104 W. College Ave.
Alvarado, TX 76009

Dear Laura,

We appreciate the opportunity for Hilltop Securities Asset Management, LLC ("Hilltop") to assist the City of Alvarado ("the City") in development of its investment policy. Hilltop has been assisting Texas public entities for 75 years in a range of financial areas. In 1991, Hilltop Securities Asset Management ("HSAM") was created as a subsidiary of Hilltop to focus on investment services. HSAM is registered with the SEC as an investment advisor under the Investment Advisers Act of 1940.

The specific services HSAM will provide in association with this proposal are as follows:

- Discuss current investment practice and risk tolerance
- Develop redline policy draft with comments in word.doc format
- Provide final clean version after discussion
- Issue HSAM letter stating the policy's compliance with state law
- Answer questions upon request

The cost for this project is \$1,500. Notwithstanding anything to the contrary, in any cause of action Hilltop's total liability, including associated legal costs, shall not exceed project fees received by HSAM.

Please provide your acceptance of the foregoing by signing below and returning a copy to me. By signing below, you represent and confirm that you have full power and authority to enter into this agreement on behalf of the City.

Should you have any questions, please give me a call at (512) 481-2009. We look forward to working with the City.

Sincerely,

Scott McIntyre, CFA
Managing Director / Senior Portfolio Manager
scott.mcintyre@hilltopsecurities.com

Accepted by:

Signature

Date

Laura Cox, CFO



City Council Meeting Management Report

Meeting Date: 11-20-2023

Contact: *Michael Dwiggins*

Phone: (817)879-1246

AGENDA ITEM:

Consideration and action to approve bids for street repairs.

BACKGROUND & FINDINGS:

In our efforts to accomplish as many repairs and use multiple contractors for repairs we have reached out to numerous street contractors for bids for repairs on the roads shown on the FY 23-24 maintenance list. Once the bids were received The City manager and I sat down and discussed several factors to come to the conclusion of awarding multiple streets to multiple contractors at once in an attempt to get the work done as soon as possible giving the time of year and weather and also getting the best value.

FINANCIAL IMPACT:

These items were budgeted for and approved in this current fiscal year in fund 24 the street maintenance tax for street repair.

RECOMMENDATION:

Staff recommends City Council award the bid for Glenwood St and 4th Street to L & S Paving, the bid for S. Spears and E. Elm to Bates and the bid for Cherokee, Navaho/Cheyenne Streets and W. Elm to Westhill Construction.

MANAGEMENT REVIEW:

Michael Dwiggins, Public Works Director

Street Bids

Contractor	Streets					
	Glenwood	4th Street	S.Spears	Cher/Nav/Chey.	W.Elm	E.Elm
L&S Paving	\$27,587.00	\$14,231.00	\$16,657.00	\$17,066.00	\$6,464.00	\$18,978.00
JC & Sons	\$37,000.00	\$18,000.00	\$20,220.00	\$20,000.00	\$12,000.00	\$19,750.00
Bates	\$21,750.00	\$12,500.00	\$12,500.00	\$13,250.00	\$5,750.00	\$16,250.00
Westhill Cons.	\$39,985.70	\$27,597.00	\$24,110.00	\$19,367.85	\$7,039.00	\$26,973.90

Staff recommends the bidders highlighted in green which will allow for multiple repairs at once.

November, 01 2023

Nicole Black

Contract Specialist

Detention, Compliance & Removals (DCR)

DHS | ICE | Office of Acquisition Management (OAQ)

☎ | (202) 748 - 6065 ✉ | Nicole.black@ice.dhs.gov

RE: Inter-Governmental Service Agreement (IGSA) Adult Noncitizen Detention Services for ICE Noncitizens (letter authorizing)

The City of Alvarado has authorized its Operator LaSalle Corrections through its Operations & Management Agreement to act on behalf of the City in the preparing of inmate agency responses such as the above referenced Request for Proposal from the City of Alvarado for facility management and operations of the referenced facility for adult ICE noncitizen detention services. The City understands that the Department of Homeland Security (DHS), U.S. Immigration and Customs Enforcement (ICE) seeks to establish a new agreement with the City for detention and transportation services for ICE noncitizens, in accordance with the terms and conditions provided in the Inter-Governmental Service Agreement (IGSA).

LaSalle will continue to provide the City of Alvarado with operational services for its Jail Facilities in accordance with this RFP which now has an extended due date of November 8, 2023.

Tim Kurpiewski is the CFO for LaSalle Corrections and is the designated contact person with authority to answer questions regarding this Proposal. He can be reached at the following numbers: Phone, 512.694.5259; work, 512.858.7202; or email timkswc@aol.com. Please continue to copy myself and other City of Alvarado contacts on all ongoing negotiations.

Should you have questions regarding the proposal, we would appreciate the opportunity to discuss those issues with you.

Sincerely,

City of Alvarado
City Manager, Paul DeBuff
104 West College
Alvarado, Texas 76009
debuffp@cityofalvarado.org



City Council Meeting Management Report

Meeting Date: November 20, 2023

Contact: Donielle Suber, Administrative Services Director

Phone: 817-790-3351, Ext. 116

AGENDA ITEM:

Consideration and action to authorize LaSalle Corrections to negotiate (on behalf of the City of Alvarado) the renewal of an Inter-Government Service Agreement (IGSA) for Adult Noncitizen Detention Services for U.S. Immigration and Customs Enforcement (ICE) Noncitizens with the Department of Homeland Security (DHS), ICE.

BACKGROUND & FINDINGS:

The City of Alvarado contracts with LaSalle Corrections, to act on behalf of the City, for the purposes of management and operations of Prairielands Detention Center, located at 1209 Sunflower Lane, Alvarado, Texas 76009.

In 2015, LaSalle Corrections (on behalf of the City of Alvarado) entered into an Inter-Government Service Agreement (IGSA) for Adult Noncitizen Detention Services for U.S. Immigration and Customs Enforcement (ICE) Noncitizens with the Department of Homeland Security (DHS), ICE. The IGSA establishes the provisions necessary to physically house and care for ICE detainees.

Currently, ICE, is requesting the renewal of the IGSA to incorporate federally mandated Virtual Attorney Visitation (VAV) & Transgender care requirements. As part of the renewal, ICE is requesting a letter from an authorized City Official approving the Request for Proposal (RFP) renewal for management and operational services for Prairielands Detention Center with addition of VAV & Transgender care requirements. And in accordance with the proposed RFP, LaSalle will continue to provide operational services for Prairielands Detention Center (jail facilities).

FINANCIAL IMPACT:

There is no financial impact.

RECOMMENDATION:

Staff recommends City Council approve the ratification letter authorizing LaSalle Corrections to negotiate on behalf of the City of Alvarado, the renewal of the IGSA.

MANAGEMENT REVIEW:

Paul DeBuff, City Manager

ATTACHMENTS:

IGSA Ratification Letter

Scrap Tire Facility Registration – Notification to Local Authorities

Notification Date (mailed or hand-delivered date): Mailed 10-04-2023

Notification to: Mayor Jacob Wheat

Silent Properties, LLC dba Green Tire Group

Customer Legal Name

has applied to the Executive Director of the Texas Commission on Environmental Quality (TCEQ) for a Scrap Tire Facility Registration for a proposed scrap tire facility to be located at:

7620 CR 313, Grandview, TX 76050

Physical address of the facility

This notification is provided per the requirements of 30 TAC Chapter 328, Sections 328.63(d)(1) and 328.63(d)(2). Approval by the TCEQ Executive Director is required before the start of the proposed scrap tire facility operations at the above-referenced location.

Prior to authorizing a scrap tire facility, the TCEQ Executive Director must consider any timely written notification by a local government with jurisdiction over a proposed facility that the proposed facility does not comply with local requirements related to managing scrap tires and protecting public health and the environment. Such notice must include adequate documentation of noncompliance at the proposed facility. The Executive Director determines whether any documentation of noncompliance submitted is adequate.

Comments on the application, if any, must be submitted in writing to the TCEQ's Waste Permits Division within 45 days of the date noted above.

The Executive Director shall, after review of the application for registration, determine if the application will be approved or denied. The Executive Director's final action on the application will be available to view at www.tceq.texas.gov/tires/pending-applications. The applicant or a person affected may file a motion to overturn the Executive Director's final action on this registration, which is a request that the commission review the Executive Director's action on an application. A motion to overturn must be filed no later than 23 days after the date of the final action. Information on how to file a motion to overturn is available at the above web page.

For more information about this application and/or to submit comments, please contact: Waste Permits Division, MC 126, Texas Commission on Environmental Quality, P.O. Box 13087, Austin, TX 78711-3087. The TCEQ staff can also be contacted via email to tires@tceq.texas.gov or by phone at (512) 239-2335.

Submitted by:

Jason Bailey, manager Silent Properties, LLC

Name of Applicant or Authorized Representative

2821 Alliance Place, Suite 1, Springdale, AR 72764

Mailing Address

479-427-0802

Phone Number

Signature Section

I, Jason Bailey, manager
(print or type name of authorized signatory) (title of authorized signatory)

certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

Signature:  Date: 10-05-2023

TO BE COMPLETED BY THE OPERATOR IF THE APPLICATION IS SIGNED BY AN AUTHORIZED REPRESENTATIVE FOR THE OPERATOR

I, _____, hereby designate _____

as my representative and hereby authorize said representative to sign any application, submit additional information as may be requested by the Commission; and/or appear for me at any hearing or before the Texas Commission on Environmental Quality in conjunction with this request for a Texas Water Code or Texas Solid Waste Disposal Act permit. I further understand that I am responsible for the contents of this application, for oral statements given by my authorized representative in support of the application, and for compliance with the terms and conditions of any permit which might be issued based upon this application.

(print or type name of operator or principal executive officer)

Signature: _____ Date: _____

I am in receipt of the "Scrap Tire Facility Registration – Notification to Local Authorities" for the proposed Green Tire Group facility at 7620 County Road 313 Grandview, Texas. I do not have any comments to make to the TCEQ regarding this permit application.

Jacob Wheat
Mayor City of Alvarado

Date: _____



City Council Meeting Management Report

Meeting Date: 20 November 2023

Contact: Beth A Walls, City Secretary

Phone: 817-790-3351 ext. 114

AGENDA ITEM:

Consideration and action to approve Resolution R2023-0013, casting votes for the Central Appraisal District of Johnson County, Texas.

BACKGROUND & FINDINGS:

Johnson County Central Appraisal District has provided the City of Alvarado with a ballot for Council to vote on the Central Appraisal District Board of Directors for 2024-2025. The City of Alvarado is entitled to a total of 49 votes. Council may choose to cast all those votes for one candidate or divide them up for two or more candidates.

Once that decision is made, the Council will approve Resolution R2023-0013 which will direct Johnson County CAD in how to place the votes for the City of Alvarado.

Several of the candidates have submitted information for Council to review and use in the consideration of the vote. That information will be available before the meeting.

MANAGEMENT REVIEW:

Teddy May, Chief of Police

CENTRAL APPRAISAL DISTRICT
OF JOHNSON COUNTY

109 N Main St
Cleburne, TX 76033
Phone (817) 648-3000
Metro (817) 558-8100
Fax (817) 645-3105
www.johnsoncad.com
customerservice@johnsoncad.net



Board of Directors
Toby Ford, Chairman
Don Beeson, Vice Chairman
Brenda Webb, Secretary
Byron Black
Vance Castles
Scott Porter, Tax Assessor/Collector

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

October 20, 2023

**The Honorable Jacob Wheat, Mayor
City of Alvarado
104 W. College Ave
Alvarado, Texas 76009**

Dear Mayor Wheat:

Enclosed is your OFFICIAL BALLOT for election of the Central Appraisal District Board of Directors for 2024-2025. The City of Alvarado is entitled to a total of 49 votes. You may cast all votes for one candidate or divide them up for two or more.

Your governing body should determine its vote by resolution. Please record the number of votes for the candidate(s) chosen on this OFFICIAL BALLOT, and return it to me along with a copy of your resolution before December 15, 2023.

Legislation prohibits ballots received after this date from being counted in the election. Please place the resolution on your agenda during November and ensure your ballot is in our office before December 15, 2023.

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

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

Respectfully,

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

JH/jw
Enclosures

cc: Paul DeBuff, City Manager

COPY

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

ELECTION OF BOARD OF DIRECTORS FOR 2024-2025

OFFICIAL BALLOT

<u>VOTES</u>	<u>CANDIDATES</u>
	Don Beeson Sr.
	Vance Castles
	Toby Ford
	Duaine Goulding
	Paul Jones
	Amy Lingo
	Jeannie Prazak
	Brenda Webb
	John Wood

COPY

RESOLUTION NO. R2023-0013

**RESOLUTION BY THE CITY OF ALVARADO, TEXAS, AFFIRMING
THE CASTING OF VOTES IN THE 2024-2025 ELECTION OF THE BOARD OF
DIRECTORS FOR THE CENTRAL APPRAISAL DISTRICT OF JOHNSON
COUNTY, TEXAS.**

This is to affirm that the City Council of the City of ALVARADO, did on this the 20TH day of NOVEMBER, 2023, cast votes as indicated below for the candidate(s) in the election for the 2024-2025 Board of Directors of the Central Appraisal District of Johnson County, Texas, in a regular meeting of the City Council.

Number of Votes

Candidate

RESOLVED AND ENTERED this the 20TH day of NOVEMBER, 2023.

MAYOR

ATTEST:

CITY SECRETARY

XERO COPY



City Council Meeting Management Report

Meeting Date: November 20, 2023

Contact: Justin French, Community Development Director

AGENDA ITEM:

Public hearing, consideration and action on the application of Agave Trail Development LLC represented by John Heilman for approval of a zoning change from Planned Development (PD) District and Agricultural (A) District to Planned Development (PD) District on approximately 113.09 acres known as portions of Tracts 6 and 22 of the J. M. Ross Survey, A-737, approximately addressed at 1000, 1220, and 1300 N. Cummings Drive, with development plan approval.

BACKGROUND & FINDINGS:

On June 6, 2022, City Council approved Ordinance No. 2022-0007 establishing the Planned Development (PD) District zoning for the Agave Trail development then on March 20, 2023, City Council approved Ordinance No. 2023-0005 rezoning a portion of the Agave Trail Planned Development District to the Agricultural District with the Institutional Overlay District in anticipation of a land swap with Alvarado ISD. On May 15, 2023, the newly acquired land by Agave Trail Development LLC was annexed and assigned to the Agricultural (A) District. The applicant requests rezoning of this newly acquired acreage and approval of the revised Agave Trail development plan.

The Future Land Use (FLU) map within the Alvarado Comprehensive Plan designates the subject site for Low Density Residential, which generally includes single-family detached residence at approximately four dwelling units per acre. The requested rezoning and development plan are consistent with the Comprehensive Plan.

FINANCIAL IMPACT:

None.

RECOMMENDATION:

On November 14, 2023, the Planning and Zoning Commission recommended approval by a vote of 4-0 with the stipulation that the following provision in Exhibit A of Ordinance No. 2023-0032 be omitted.

Per Section 4.7 of the development agreement dated August 15, 2022, the developer is responsible for the design of all roadway facilities required to serve the development. The \$3.4M from the developer to the City per the development agreement is only for construction of improvements as warranted by a Traffic Impact Analysis (TIA). For example, the TIA will determine two lanes or four lanes for CR 508, possible need for a round-a-bout at the intersection with N. Cummings Drive & CR 508, and N. Cummings Drive improvements beyond the scope of the N. Cummings Drive Advanced Funding Agreement project with TxDOT. The TIA must be submitted for City review prior to submission of the Agave Trail preliminary plat application.

Staff suggests approval of the drafted Ordinance No. 2023-0032 without P&Z's Exhibit A omission per the Comprehensive Plan and development agreement.

MANAGEMENT REVIEW:

Paul DeBuff, City Manager

ATTACHMENTS:

Application & Applicant's Exhibit

Location Map & Future Land Use Map

Zoning Map

PD & SF-2 District References

PON List & Notices

Drafted Ordinance 2023-0032

CITY OF ALVARADO

APPLICATION FOR ZONING CHANGES

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

NAME OF APPLICANT: AGAVE TRAIL DEVELOPMENT LLC
- JOHN HEILMAN PH: (817) 897-7737

MAILING ADDRESS: 2140 E. SOUTHLAKE BLVD., SUITE L-655, SOUTHLAKE, TX 76092

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

NAME OF OWNER: SAME circle one PH: ()

MAILING ADDRESS: SAME

STREET ADDRESS OF PROPERTY: 1220 N. CUMMINS DRIVE ACREAGE: 22.781 ACRES

LEGAL DESCRIPTION: JOHN ROSS SURVEY, ABS NO. 737, TRACT 6, 8 & 22

PRESENT ZONE OF PROPERTY: AG PRESENT USE: VACANT

REQUESTED ZONE: EXIST. PD
ORD. #2022-007 PROPOSED USE: SINGLE-FAMILY

REASON FOR CHANGE: ANNEXATION: INITIAL ZONING FOR DEVELOPMENT

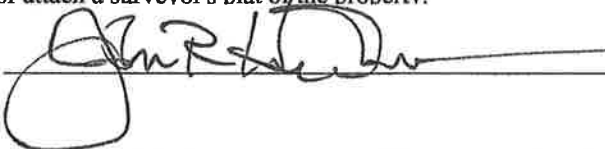
USAGE OF ADJACENT PROPERTY NORTH: ELEMENTARY SCHOOL / MULTI-FAMILY

SOUTH: JUNIOR HIGH SCHOOL / PROP. HIGH SCHOOL

EAST: AG

WEST: SINGLE-FAMILY

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.

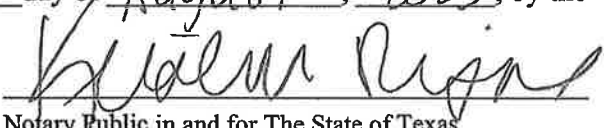
APPLICANT'S SIGNATURE: 

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

OWNER: _____

SWORN TO AND SUBSCRIBED before me this 31st day of AUGUST, 2023, by the person whose signature appears directly above.




Notary Public in and for The State of Texas.
My Commission expires _____

Planned Development District – Ord. No. 2022-007

This Planned Development District will incorporate the development standards outlined Exhibit L in the executed Agave Trail Development Agreement as the development's "Base" requirements.

Any requested changes from the Development Agreement standards to be considered for finalization of the previously approved City of Alvarado Ordinance No. 2022-007 are noted below:

Current Development Agreement Development Standards

REQUESTED CHANGES

(a) *Purpose.* The Agave Trail district is applied in an area where smaller residential lots are appropriate and in areas of transition between institutional and commercial uses along US 67 and the existing single-family residential district. This district also functions as a buffer or transition between the future major arterial North Cummings Drive and future residential developments to the east.

No changes requested.

(b) *Permitted uses and parking regulations.* In the PD single-family residential district, 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:

No changes requested.

USE	PARKING REGULATIONS
Accessory building to main use	0 spaces
Home occupation	0 spaces
Park, playground or recreation center (public or private)	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
Single-family dwelling, detached	2 enclosed spaces per unit, must be attached to the main structure
Swimming pool, private	1 space for each 100 square feet of gross water surface and deck area

Current Development Agreement Development Standards

(c) *Development Requirements.*

Minimum lot area:	4,500 square feet
Minimum lot width:	40 linear feet
Minimum lot depth:	120 linear feet
Minimum front yard:	20 linear feet
Minimum side yard:	5/10 linear feet ⁽¹⁾
Minimum rear yard:	10 linear feet
Maximum ground coverage:	45% / 60% ⁽²⁾
Maximum density per acre:	4.00 DU
Height:	35 linear feet

- 1 The first number in the column is the required setback for a side yard not abutting a street; the second number is the required setback for a side yard abutting a residential street.
- 2 The first number in the column refers to coverage by primary buildings; the second number refers to coverage by all buildings.

(d) *Specific uses.* Agave Trail Home-Owners Association covenants shall describe the specific uses allowed in the PD district when authorized under this provision.

(e) *Special construction requirements.*

- (1) All outside walls of the ground floor of every residential structure shall be constructed of 100 percent masonry, masonry-type products, and/or glass. It is provided, however, that up to, but not exceeding, 20 percent of the outside walls may be covered or constructed of other materials for decorative, architectural or other design purposes. Such other material shall be impervious material that is required for outside walls by the residential building code mandated by the state and the ordinances of the city.
- (2) *Attic space.* All residential structures must have at least six feet of attic space from the attic floor to the highest point of the attic framing.
- (3) *Architectural Style / Living space.* 70% of residential structures shall be of a Farmhouse style; whereas, all residential structures must have at least 1,200 square feet of living space.

REQUESTED CHANGES

Minimum lot area:	4,800 square feet
Minimum lot width:	40 / 30 linear feet (3)
Minimum lot depth:	No change requested
Minimum front yard:	No change requested
Minimum side yard:	No change requested
Minimum rear yard:	No change requested
Maximum ground coverage:	No change requested
Maximum density per acre:	9.08 DU
Height:	No change requested

1 No changes requested.

2 No changes requested.

3 40-foot width along linear road frontages; 30-foot width along curvilinear road frontages.

No changes requested.

No changes requested.

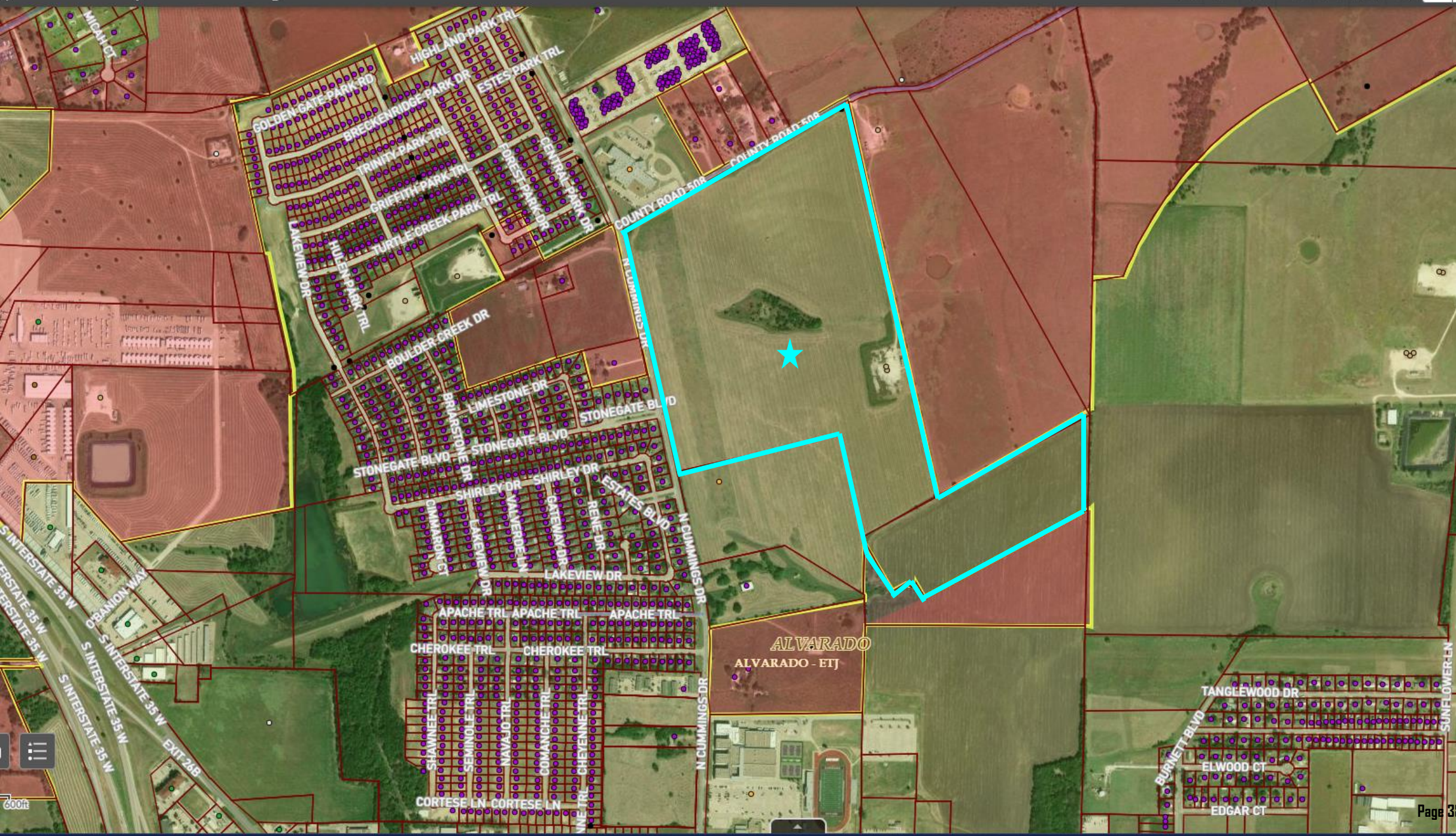
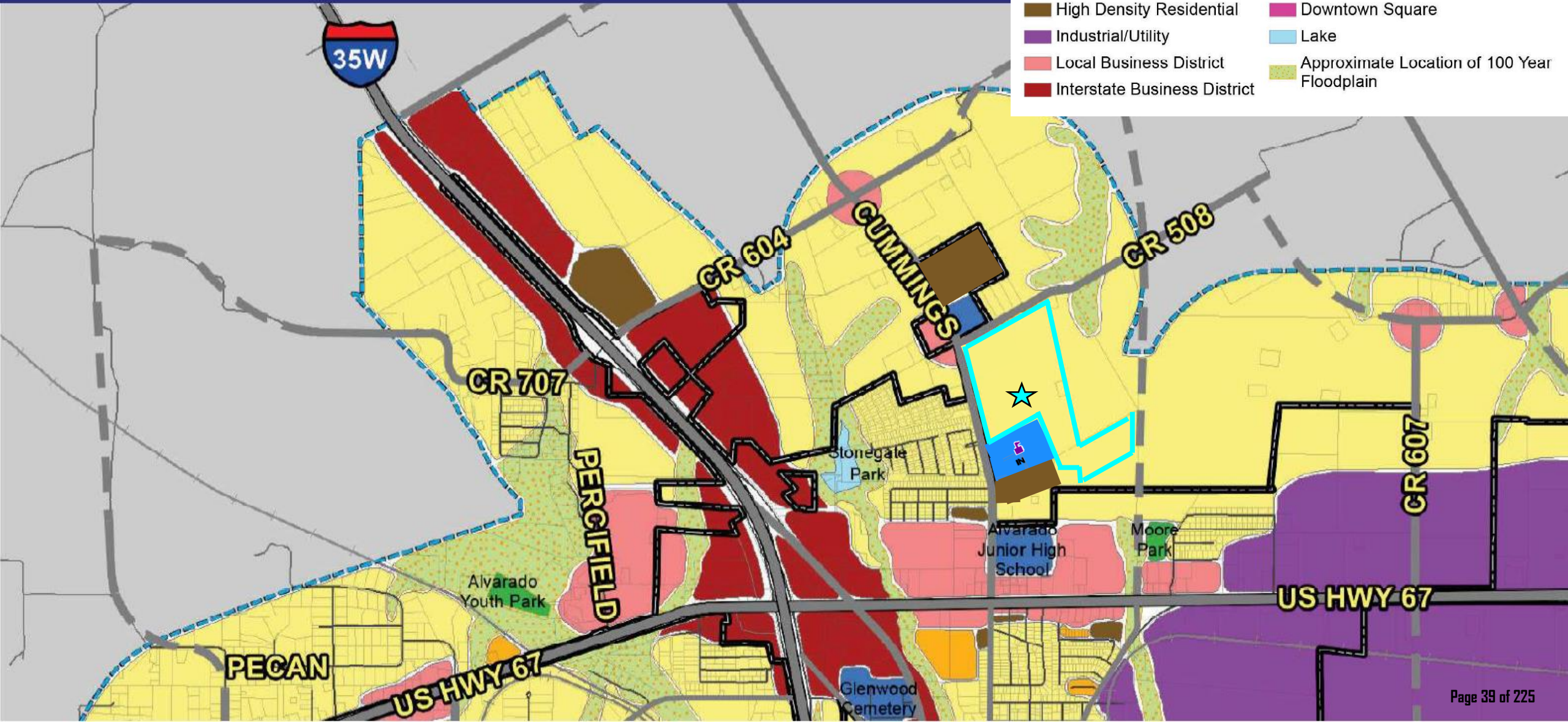


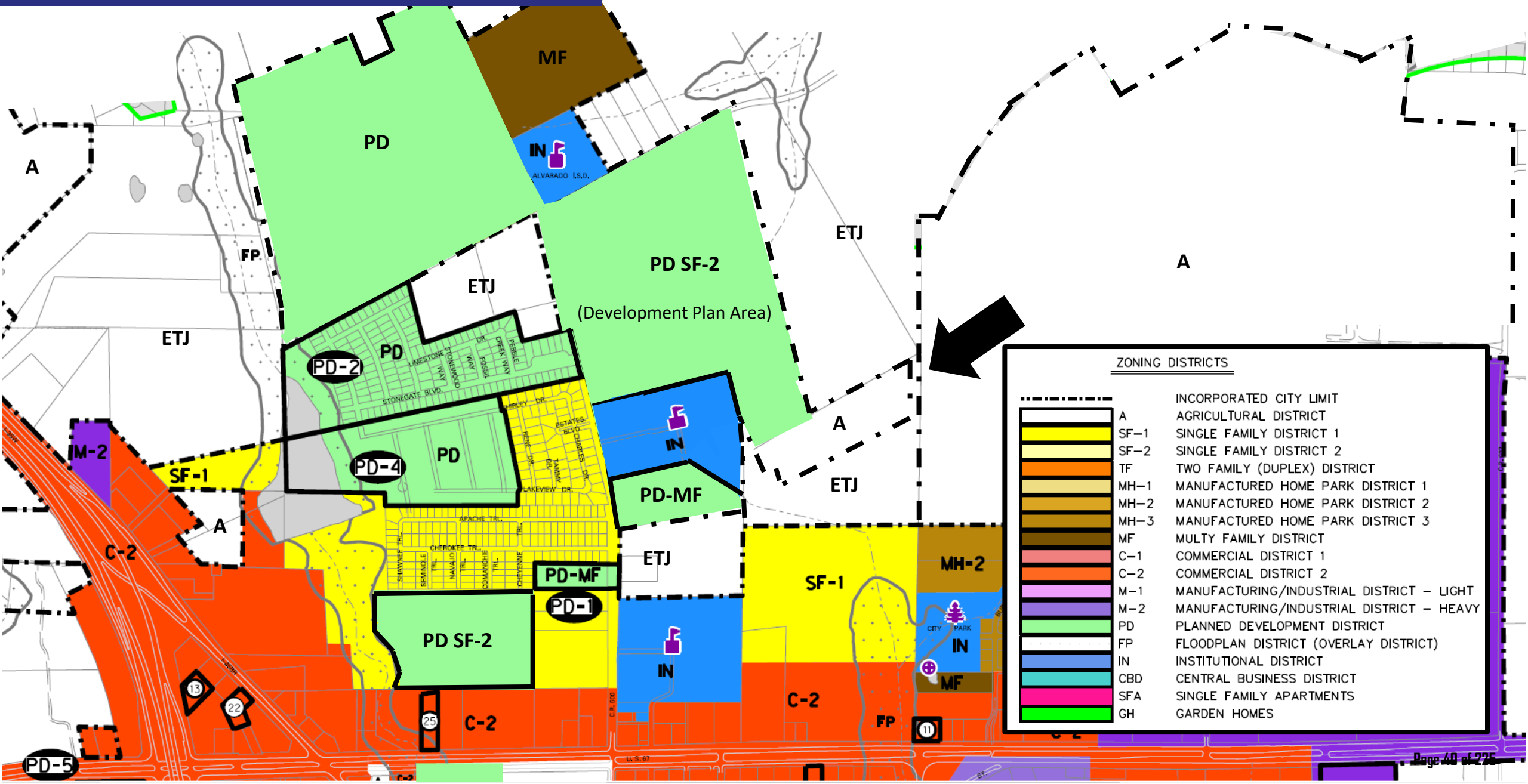
Figure 18. Future Land Use

Future Land Use

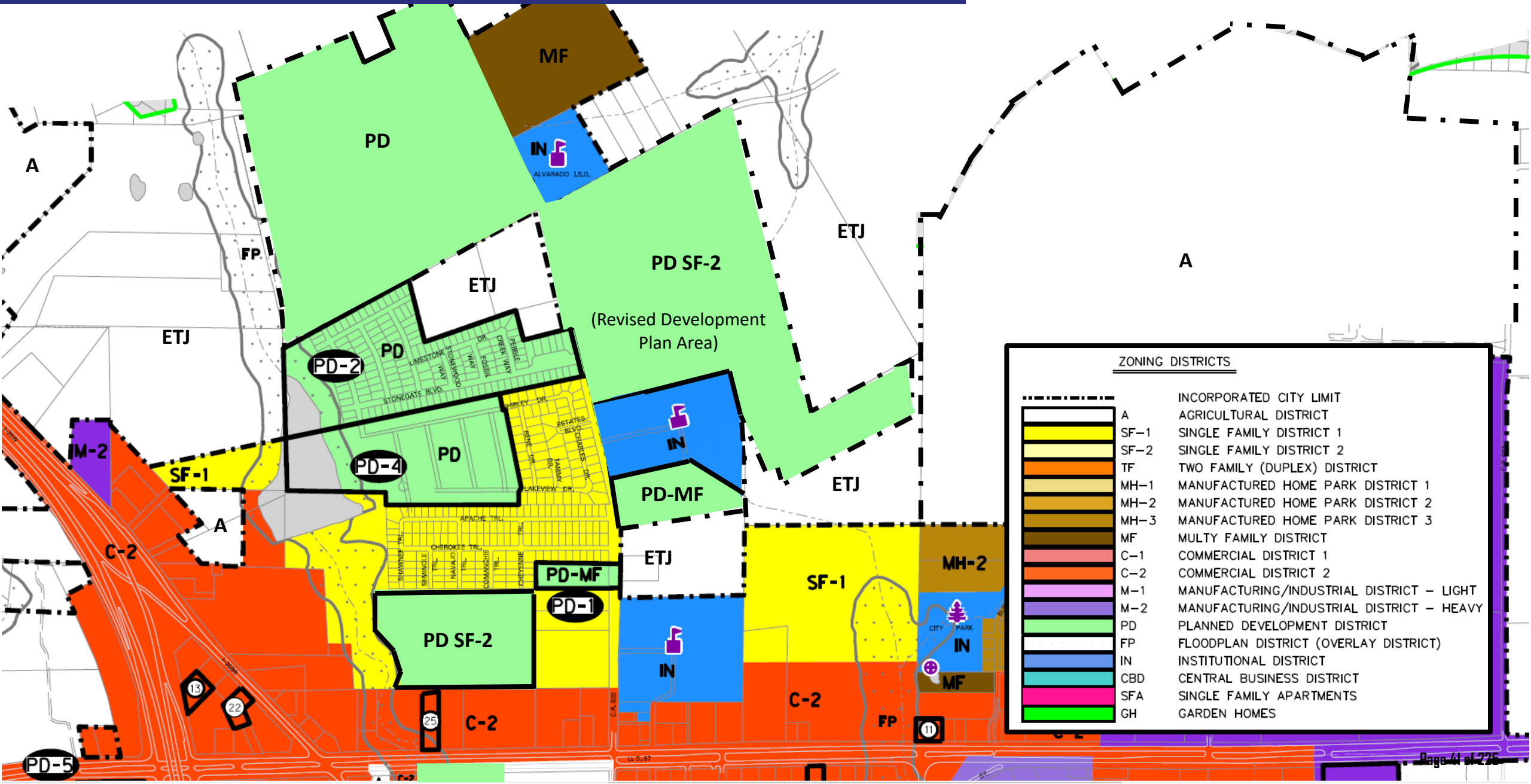
- | | |
|------------------------------|---|
| Low Density Residential | Parks and Open Space |
| Medium Density Residential | Public/Semi-Public |
| High Density Residential | Downtown Square |
| Industrial/Utility | Lake |
| Local Business District | Approximate Location of 100 Year Floodplain |
| Interstate Business District | |



Current Zoning Map



Zoning Map with Proposed Amendment



Sec. 42-35. PD planned development district.

- (a) *Purpose.* The PD district is intended to permit flexibility and encourage a more creative, efficient, and aesthetically desirable design and placement of buildings, open spaces and circulation patterns, and to best utilize special site features such as topography, size and shape. It is intended that the flexibility permitted by this zoning category extends to discretionary approval, in conjunction with development plan review, not limited to, but including such requirements as those relating to parking, building setbacks, square footage of buildings and structures, protective screening, sign placement, and other specifications in order to achieve the purposes and objectives stated in conformance with good planning practices. The PD district allows for combining and mixing of uses allowed in various zoning districts with appropriate regulations to govern the development of specific sites. The PD district may be a prefix to other zoning districts or a separate zoning district approved for a particular development.
- (b) *Permitted uses.* The city council may approve any use or combination of uses in a PD district that are proposed to be developed under development controlled conditions designed to assure quality development and meet the purposes and requirements of this section. The uses may be for an entire of class of uses such as general retail or for specific types of uses such as restaurants. In reviewing an application for a PD district, the planning and zoning commission shall consider the nature and described performance of the proposed use and shall transmit its findings and recommendations to the city council.
- (c) *Development standards.*
 - (1) Development standards for each separate PD district shall be set forth in the ordinance granting the PD district and may include but shall not be limited to uses, density, lot area, lot width, lot depth, yard depths and widths, building height, building elevations, coverage, floor area ratio, parking, access, screening, landscaping, accessory buildings, signs, lighting, management associations, and other requirements as the city council may deem appropriate.
 - (2) When a PD district is approved as a prefix to another zoning district, the particular district to which uses specified in the PD are most similar shall be stated in the granting ordinance. All PD applications shall list all requested variances from the standard requirements set forth throughout this chapter.
 - (3) The ordinance granting a PD district shall include a statement as to the purpose and intent of the PD granted therein. A specific list is required of variances in each district and a general statement citing the reason for the PD request.
 - (4) The PD district shall conform to all other sections of this chapter, unless specifically exempted in the granting ordinance.
- (d) *Conceptual and development plans.* In establishing a PD district, the city council shall approve as part of the granting ordinance appropriate plans and standards for each PD district. During the review and public hearing process, the city council shall require a conceptual plan and a development plan (or detailed site plan).
 - (1) *Conceptual plan.* This plan shall be submitted by the applicant. The plan shall show the applicant's intent for the use of the land within the proposed planned development district in a graphic manner and shall be supported by written documentation of proposals and standards for development.
 - a. A conceptual plan for residential land use shall show general use, streets, and preliminary plotting arrangements. For residential development which does not propose platted lots, the conceptual plan shall set forth the size, type, and location of buildings and building sites, access, density, building height, fire lanes, screening, parking areas, landscaped areas, and other pertinent development data.

-
- b. A conceptual plan for uses other than residential uses shall set forth the land use proposals in a manner to adequately illustrate the type and nature of the proposed development. Data which may be submitted by the applicant, or required by the city council, may include but is not limited to the types of use, topography, and boundary of the PD area, physical features of the site, existing streets, alleys, and easements, location of future public facilities, building heights and locations, parking ratios, and other information to adequately describe the proposed development and to provide data for approval which is to be used in drafting the final development plan.
 - c. After approval of a conceptual plan by the city council, changes of detail which do not alter the basic relationship of the proposed development to adjacent property and which do not alter the uses permitted or increase the density, building height, or coverage of the site and which do not decrease the off-street parking ratio, reduce the yards provided at the boundary of the site, or significantly alter the landscape plans as indicated on the approved conceptual plan may be authorized by the zoning administrator. If an agreement cannot be reached regarding whether or not a detail site plan conforms to the original concept plan, the city council shall determine the conformity.
- (2) *Development plan or detailed site plan.* This plan shall set forth the final plans for development of the planned development district and shall conform to the data presented and approved on the conceptual plan. Approval of the development plan shall be the basis for issuance of a building permit. The development plan may be submitted for the total area of the PD or for any section or part as approved on the conceptual plan. The development plan must be approved by the city council after a recommendation of the planning and zoning commission. A public hearing on approval of the development plan shall be required at the council level, unless such a hearing is waived pursuant to section 42-56 at the time of conceptual plan approval in the original granting ordinance. The development plan shall include:
- a. A site inventory analysis including a scale drawing showing existing vegetation, natural watercourses, creeks or bodies of water, and an analysis of planned changes in such natural features as a result of the development. This should include a delineation of any flood prone areas.
 - b. A scale drawing showing any proposed public or private streets and alleys; building sites or lots; and areas reserved as parks, parkways, playgrounds, utility easements, school sites, street widening and street changes; the points of ingress and egress from existing streets; general location and description of existing and proposed utility services, including size of water and sewer mains; the location and width for all curb cuts and the land area of all abutting sites and the zoning classification thereof on an accurate survey of the tract with the topographical contour interval of not more than five feet.
 - c. A site plan for proposed building complexes showing the location of separate buildings, and between buildings and property lines, street lines, and alley lines. Also to be included on the site plan is a plan showing the arrangement and provision of off-street parking.
 - d. A landscape plan showing screening walls, ornamental planting, wooded areas, and trees to be planted.
 - e. An architectural plan showing elevations and signage style to be used throughout the development in all districts except single-family and two-family may be required by the city council if deemed appropriate. Any or all of the required information may be incorporated on a single drawing if such drawing is clear and can be evaluated by the building official or his designated representative.

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- (3) *Procedure for establishment.* The procedure for establishing a PD district shall follow the procedure for zoning amendments as set forth in section 42-96. This procedure is expanded as follows for approval of conceptual and development plans.
- a. An application for a PD district shall be made to the planning and zoning commission in the same manner as an application for a zoning change. The application shall include and be accompanied by a conceptual plan.
 - b. Separate public hearings shall be held by the planning and zoning commission and city council for the approval of the conceptual plan and the development plan, or any section of the development plan, unless such requirement is waived by the city council upon a determination that a single public hearing is adequate. A single public hearing is adequate when:
 1. The applicant submits adequate data with the request for the PD district to fulfill the requirements for both plans; or
 2. Information on the concept plan is sufficient to determine the appropriate use of the land and the detail site plan will not deviate substantially from it; and
 3. The requirement is waived at the time the granting ordinance is approved. If the requirement is waived, the conditions shall be specifically stated in the granting ordinance.
 - c. The ordinance establishing the planned development district shall not be approved until the conceptual plan is approved. The conceptual plan shall become a part of the granting ordinance.
 - d. The development plan may be approved in sections. When the plan is approved in sections, the separate approvals by the planning and zoning commission and city council for the initial and subsequent sections will be required.
 - e. An initial development plan shall be submitted for approval within six months from the approval of the PD ordinance. If the development plan is not submitted within six months, the conceptual plan is subject to reapproval by the city council. If the entire project is not completed within two years, the city council may review the original conceptual plan to ensure its continued validity.
 - e. Regardless of whether the public hearing is waived for the development plan, approval by the city council is still required.
- (e) *Written report may be required.* When a PD is being considered, a written report may be requested of the applicant discussing the impact on planning, engineering, water utilities, electric, sanitation, building inspection, tax, police, fire, and traffic. Written comments from the applicable public school district and from private utilities may be submitted to the city council.
- (f) *Planned developments to be recorded.* All PD districts approved in accordance with the provisions of this chapter shall be referenced on the zoning map, and a list of such PD districts, together with the category of uses permitted therein, shall be maintained in an appendix attached to the zoning ordinance from which this division is derived.

(Ord. No. 2015-005, § 1, 4-20-2015)

Sec. 42-22. SF-2 single-family residential district.

- (a) *Purpose.* The SF-2 district is not as restrictive as the "SF-1" district. This district is to be applied in areas where smaller residential lots are appropriate and in areas of transition between nonresidential uses and the SF-1 single-family residential district. This district also functions as a buffer or transition between major streets and the SF-1 district.
- (b) *Permitted uses and parking regulations.* In the SF-2 single-family residential district, 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
Accessory building to main use	0 spaces
Carport	0 spaces
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
Electrical transmission line	0 spaces
Greenhouse or plant nursery, noncommercial	1 space per employee
Home occupation	0 spaces
Local utility distribution lines	0 spaces
Park, playground or recreation center (public or private)	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
Railroad track and right-of-way	1 space per employee
Retirement housing	1 space for each 6 beds per unit
Sewage pumping station	0 spaces
Single-family dwelling, detached	2 enclosed spaces per unit, must be attached to the main structure
Swimming pool, private	1 space for each 100 square feet of gross water surface and deck area
Telephone line	0 spaces
Transit station or turnaround	1 space per intended user
Water pumping station or well	0 spaces

- (c) *Development requirements.*

Minimum lot area:	6,000 square feet ¹
Minimum lot width:	50 linear feet
Minimum lot depth:	120 linear feet
Minimum front yard:	25/35 linear feet ²
Minimum side yard:	8/10/15 linear feet ³
Minimum rear yard:	25 linear feet ⁴
Maximum ground coverage:	45/55 ⁵
Maximum density per acre:	6.00 DU

Height:	35 linear feet
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¹ A lot of less than 6,000 square feet may be used for a single family residence if it was an official lot of record at the time of adoption of this chapter. No lot existing at the time of passage of this chapter shall be reduced in area below the minimum requirements set forth in this district.

² 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.

³ The first number in the column is the required setback for a side yard not abutting a street; the second number is the required setback for a side yard abutting a residential street; the third number is the required setback for a side yard abutting a collector or major street.

⁴ A one-story wing or extension may be built to within 15 feet of the rear lot line.

⁵ The first number in the column refers to coverage by primary buildings; the second number refers to coverage by all buildings.

(d) *Specific uses.* The following specific uses are allowed in the SF-2 district when authorized under the provisions of section 42-45:

USE	PARKING REGULATIONS
Assisted living facility	1 space per employee, plus 1 space for each 6 beds
Boarding home facility	1 space per employee, plus 1 space for each 6 beds
Cemetery or mausoleum	1 space per employee plus 1 space for every 1,000 square feet of gross floor area
Child care center	1 space per ten pupils/clients (design capacity)
Church, rectory, place of worship	1 space for every 4 seats in the main auditorium
College or university	1 space for each 2 students, plus 1 space for each classroom, laboratory or instruction area
Community center, public or 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 home	1 space per employee, plus 1 space for each 6 beds
Country club (private)	1 space for each 250 square feet of gross floor area or for every 5 members, whichever is greater
Electrical substation	1 space per employee
Farm, ranch, or orchard	1 space per employee
Gas metering station	1 space per employee
Golf course	Minimum of 30 spaces
Guest house	1 space per unit
Hospital (chronic care); long term health care facility	1 space for each 2 beds
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
Nursery school, kindergarten	1 space per 10 pupils/clients (design capacity)
Public or private franchised utility, excluding office buildings, garages, shops, railroad yards, loading yards, and warehouses	1 space per employee
Radio, TV or microwave operation, amateur. (See further regulations in section 42-55(i))	1 space per employee
Registered family home	1 space per employee
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
Servant's, caretaker's or guard's residence	1 space per unit
Service yards of government agency	1 space per employee
Water storage, elevated or ground	0 spaces
Water treatment plant	1 space per employee
Zero lot line house	2 enclosed spaces per unit

(e) *Special construction requirements.*

- (1) *Developments of ten or more lots.* All outside walls of the ground floor of every residential structure shall be constructed of 100 percent masonry and/or glass. It is provided, however, that up to, but not exceeding, 20 percent of the outside walls may be covered or constructed of other materials for decorative, architectural or other design purposes. Such other material shall be impervious material that is required for outside walls by the residential building code mandated by the state and the ordinances of the city.
- (2) *Developments of one to nine lots.* All outside walls of the ground floor of every residential structure shall be constructed of 100 percent masonry, masonry-type products and/or glass, or may be of a log cabin-type material and design. It is provided; however, that up to, but not exceeding, 20 percent of the outside walls may be covered or constructed of other materials for decorative, architectural or other design purposes. Such other material shall be impervious material that is required for outside walls by the residential building code mandated by the state and the ordinances of the city.
- (3) *Applicability of regulations.* These construction requirements shall apply to all the following:
 - a. Newly constructed houses.
 - b. Houses moved into or within the city from a previous location.
- (4) *Attic space.* All residential structures must have at least six feet of attic space from the attic floor to the highest point of the attic framing.
- (5) *Living space.* All residential structures must have at least 1,200 square feet of living space.

(Ord. No. 2015-005, § 1, 4-20-2015)

Alvarado Address	Owner within 200 Feet	Mailing Address	City	State	Zip Code	PID
7832 CR 607	Alvarado 429 Partners LLC &	2121 Midway Rd Ste 155	Carrollton	TX	75006	126.0625.00840
1000 N. Cummings Dr	Alvarado ISD	PO Box 387	Alvarado	TX	76009	126.0737.01050
1500 N. Cummings Dr.	Alvarado ISD	PO Box 387	Alvarado	TX	76009	126.0516.00381
1220 N. Cummings Dr.	Alvarado ISD	PO Box 387	Alvarado	TX	76009	Unknown
1220 N. Cummings Dr.	Agave Trail Development LLC	400 S. Oak St. Apt. 1413	Roanoke	TX	76262	126.0737.00290
1301 N. Cummings Dr.	Agave Trail Development LLC	400 S. Oak St. Apt. 1413	Roanoke	TX	76262	Unknown
1500 Central Park Dr.	Villa Rosa Etvir Victor Castillo	1500 Central Park Dr.	Alvarado	TX	76009	126.2213.01360
1206 Charles Dr.	George M. Barnett	PO Box 133	Alvarado	TX	76009	126.2380.05040
1208 Charles Dr.	Michael S. Turner Etux	1208 Charles Dr.	Alvarado	TX	76009	126.2380.05030
1210 Charles Dr.	Gayle A. Dutschmann	1210 Charles Dr.	Alvarado	TX	76009	126.2380.05020
1212 Charles Dr.	Rudy Ponce	1212 Charles Dr.	Alvarado	TX	76009	126.2380.05010
1300 Charles Dr.	Rodriguez Jose Luis Pena	1300 Charles Dr.	Alvarado	TX	76009	126.2380.00260
1302 Charles Dr.	Williams Sidney R. Etux Marilyn Adriene	1302 Charles Dr.	Alvarado	TX	76009	126.2380.00250
1304 Charles Dr.	Antonio Muniz & Joan Muniz	PO Box 304	Alvarado	TX	76009	126.2380.00240
1306 Charles Dr.	Marlon Ray Read	1306 Charles Dr.	Alvarado	TX	76009	126.2380.00230
100 Stonegate Blvd.	Christine B. Dennis	100 Stonegate Blvd.	Alvarado	TX	76009	126.2465.00010
101 Stonegate Blvd.	Karen Bratcher	101 Stonegate Blvd.	Alvarado	TX	76009	126.2465.00570
102 Stonegate Blvd.	Richardson Lisa Gaye Etvir Kelly	102 Stonegate Blvd.	Alvarado	TX	76009	126.2465.00020
103 Stonegate Blvd.	Vonda Rea Cummings	103 Stonegate Blvd.	Alvarado	TX	76009	126.2465.00580
1465 N. Cummings Dr.	Parks of Alvarado POA Inc.	3045 Lackland Rd.	Fort Worth	TX	76116	126.2213.01435
Owner, Applicant, ISD		Mailing Address	City	State	Zip Code	
1301 N. Cummings Dr.	Agave Trail Development LLC	400 S. Oak St. Apt. 1413	Roanoke	TX	76262	126.0737.00300
	Alvarado ISD	PO Box 387	Alvarado	TX	76009	



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

October 27, 2023

Dear Property Owner,

The City of Alvarado has received the request made by Agave Trail Development LLC represented by John Heilman for approval of a zoning change from Planned Development (PD) District with the base zoning of Single Family Residential (SF-2) District and Agricultural (A) District to Planned Development District (PD) District with the base zoning of Single Family Residential (SF-2) District on 113.09 acres known as portions of Tracts 6 and 22 of the J. M. Ross Survey, A-737, approximately addressed at 1000, 1220, and 1300 N. Cummings Drive, with development plan approval.

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 14th day of November 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 20th day of November 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



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

October 27, 2023

Dear Dr. Kenneth Estes,

The City of Alvarado has received the request made by Agave Trail Development LLC represented by John Heilman for approval of a zoning change from Planned Development (PD) District with the base zoning of Single Family Residential (SF-2) District and Agricultural (A) District to Planned Development District (PD) District with the base zoning of Single Family Residential (SF-2) District on 113.09 acres known as portions of Tracts 6 and 22 of the J. M. Ross Survey, A-737, approximately addressed at 1000, 1220, and 1300 N. Cummings Drive, with development plan approval.

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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 20th day of November 2023, in the Council Chambers, 104 W. College Avenue, at 6:30 p.m., regarding this request.

This notice is provided in accordance with Section 211.007(c-1) of the Texas Local Government Code. 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



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

October 27, 2023

Agave Trail Development LLC
Attn: John Heilman
2140 E. Southlake Boulevard, Suite L-655
Southlake, TX 76092
817.897.7737

The City of Alvarado has received your for approval of a zoning change from Planned Development (PD) District with the base zoning of Single Family Residential (SF-2) District and Agricultural (A) District to Planned Development District (PD) District with the base zoning of Single Family Residential (SF-2) District on 113.09 acres known as portions of Tracts 6 and 22 of the J. M. Ross Survey, A-737, approximately addressed at 1000, 1220, and 1300 N. Cummings Drive, with development plan approval.

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 14th day of November 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 20th day of November 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

PUBLIC NOTICE

Notice is hereby given that the Alvarado Planning and Zoning Commission will conduct a public hearing at their regularly scheduled meeting in the Council Chambers at Alvarado City Hall on Tuesday, November 14, 2023 at 6:30 P.M. to consider and act on the items below.

Application of Agave Trail Development LLC represented by John Heilman for approval of a zoning change from Planned Development (PD) District with the base zoning of Single Family Residential (SF-2) District and Agricultural (A) District to Planned Development (PD) District with the based zoning of Single Family Residential (SF-2) District on approximately 113.09 acres known as portions of Tracts 6 and 22 of the J. M. Ross Survey, A-737, approximately addressed at 1000, 1220, and 1300 N. Cummings Drive, with development plan approval.

The Alvarado City Council will also conduct a public hearing and consider the recommendations of the Planning and Zoning Commission regarding the above matters on Monday, November 20, 2023 at 6:30 p.m. in the Council Chambers at Alvarado City Hall, 104 W. College Avenue.

ORDINANCE NO. 2023-0032

AN ORDINANCE OF THE CITY OF ALVARADO, TEXAS, REZONING FROM PLANNED DEVELOPMENT (PD) DISTRICT AND AGRICULTURAL (A) DISTRICT TO PLANNED DEVELOPMENT (PD) DISTRICT, PORTIONS OF TRACTS 6 AND 22 OF THE J. M. ROSS SURVEY, A-737, BEING 113.09 ACRES APPROXIMATELY ADDRESSED AT 1000, 1220, AND 1300 N. CUMMINGS DRIVE, IN THE CITY OF ALVARADO, JOHNSON COUNTY, TEXAS; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR PUBLICATION IN THE OFFICIAL NEWSPAPER; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, notice of a hearing before the Planning and Zoning Commission was sent to real property owners within 200 feet of the property herein described at least 11 days before such hearing; and

WHEREAS, notice of a public hearing before the City Council was published in a newspaper of general circulation in Alvarado, Texas at least 16 days before such hearing; and

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

WHEREAS, The City's Future Land Use map in the Alvarado Comprehensive Plan designates the subject site to the Low-Density Residential land use category and the proposed zoning is consistent with this land use category; and

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

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

SECTION 1. That the Comprehensive Zoning Ordinance and the Zoning Map of the City of Alvarado are hereby amended to change the zoning designation on the hereinafter described property and area as shown below:

Approximately 113.09 acres known as portions of Tracts 6 and 22 of the J. M. Ross Survey, A-737, approximately addressed at 1000, 1220, 1300 N. Cummings Drive, from Planned Development (PD) District and Agricultural (A) District to Planned Development (PD) District, in the City of Alvarado, Johnson County, Texas.

SECTION 2. The Permitted Uses and Development Standards attached hereto as Exhibit “A” and the Development Plan attached hereto as Exhibit “B” as incorporated herein for all purposes allowed by law, are hereby approved as the Permitted Uses, Development Standards, and Development Plan for this Planned Development District.

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

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

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

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

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

AND SO IT IS ORDAINED.

Passed on this the 20th day of November, 2023 by a vote of ____ to ____.

ATTEST:

CITY OF ALVARADO

Beth A. Walls, City Secretary

By: _____
Jacob Wheat, Mayor

Exhibit “A”
Permitted Uses and Design Standards

1. The Agave Trail Planned Development District is applied in an area where smaller residential lots are appropriate and in areas of transition between institutional and commercial uses along Highway 67 and the existing single-family and multi-family residential uses to the north. This district also functions as a buffer or transition between the future arterial North Cummings Drive and future residential developments to the east.
2. Permitted uses and parking regulations for the Agave Trail Planned Development District are that allowed and required in the base zoning of SF-2.
3. The Agave Trail Planned Development District has the base zoning of SF-2 District with deviations to minimum lot area, lot width, front yard, side yard, and rear yard and with deviations to maximum ground coverage and density per acre. These deviated standards are stated below.

Minimum lot area:	4,800 square feet
Minimum lot width:	40/30 feet ⁽³⁾
Minimum front yard:	20 linear feet
Minimum side yard:	5/10 linear feet ⁽¹⁾
Minimum rear yard:	10 linear feet
Maximum ground coverage:	45% / 60% ⁽²⁾
Maximum density per acre:	9.08 dwelling units per acre (DUA)

(1) The first number in the column is the required setback for a side yard not abutting a street; the second number is the required setback for a side yard abutting a residential street.

(2) The first number in the column refers to coverage by primary buildings; the second number refers to coverage by all buildings.

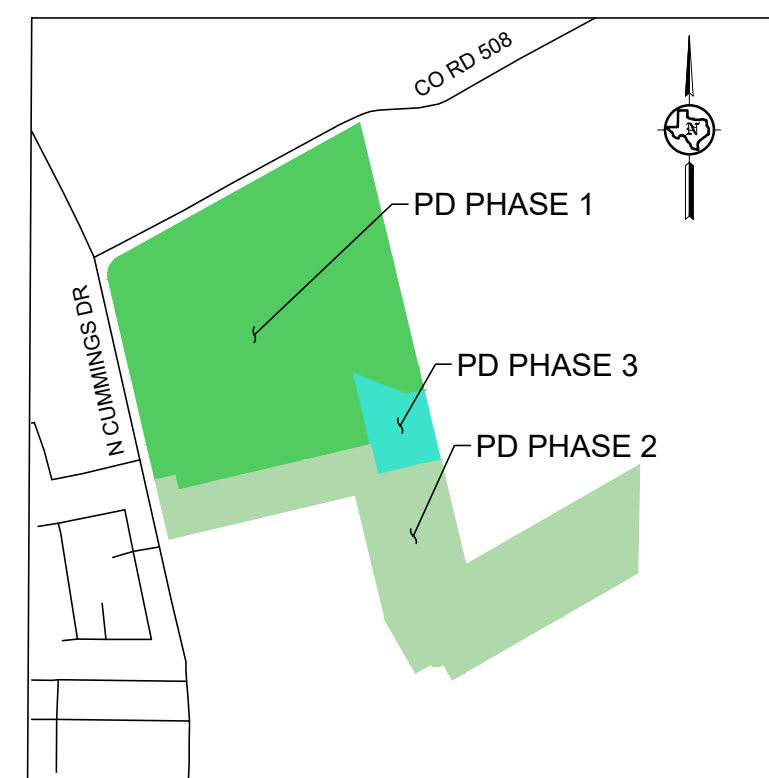
(3) 40-foot lot widths along linear road frontages; 30-foot lot widths along curvilinear road frontages.

4. All outside walls of the ground floor of every residential structure shall be constructed of 100 percent masonry, masonry-type products, and/or glass. It is provided, however, that up to, but not exceeding, 20 percent of the outside walls may be covered or constructed of other materials for decorative, architectural or other design purposes. Such other material shall be impervious material that is required for outside walls by the residential building code mandated by the State and the ordinances of the City.
5. At least 70% of residential structures shall be of a farmhouse style.
6. Per the Section 4.8 of the development agreement, the developer shall install enhanced landscaping at all street entrances to the subdivision, and per Section 5.5 of the development agreement, the all landscaped entrances to the subdivision and right-of-way landscaping and signage, shall be maintained solely by the Agave Trail HOA. The plan for the enhanced landscaped entrances shall be submitted with the preliminary plat application.

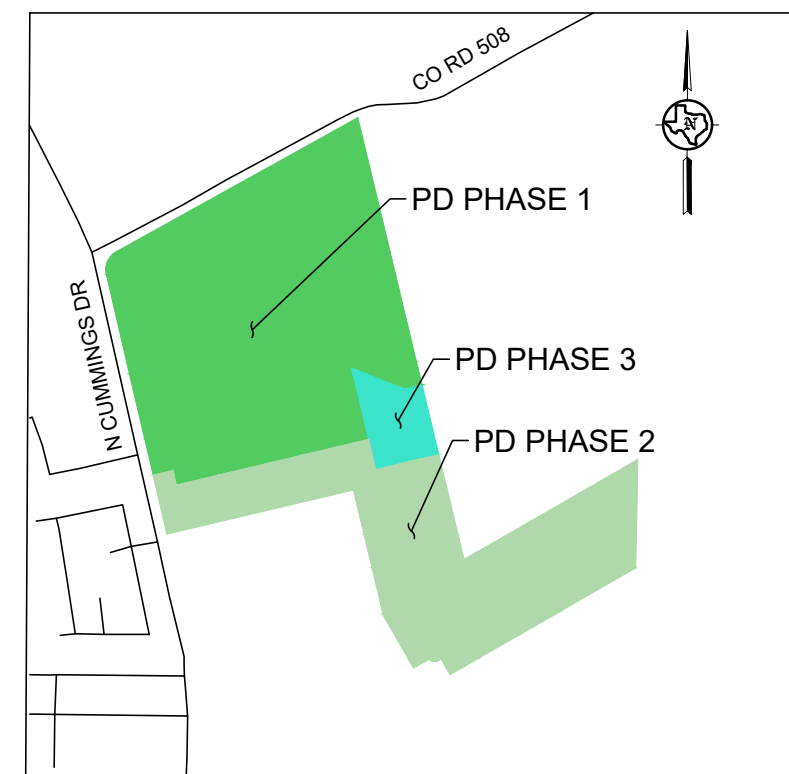
7. No lots within this development shall be maintained by the City. All lots must be maintained by a private property owner or the Agave Trail HOA.
8. Per the development agreement's Section and Exhibit E-1, the developer is to design, construct, maintain, and operate a trail along N. Cummings Drive and CR 508. With the looming roadway improvements to N. Cummings Drive and CR 508, payment into escrow in lieu of perimeter trail/sidewalk construction shall be provided prior final plat approvals.
9. The Agave Trail preliminary plat must provide road, water, and sanitary sewer stub out in Phase 2 for adjacent properties to the north, northeast, and south.
10. Lot-to-lot drainage and creation of new point discharges are prohibited on the submittal of the Agave Trail preliminary plat.
11. The level spreader in Phase 1 shall be designed to not create adverse impacts to the adjacent properties.
12. In the final drainage plan, all existing discharge locations shall be labeled with the pre and post discharge rates. Refer to City of Fort Worth drainage manual for C factors. The City of Alvarado has adopted the City of Fort Worth standard.
13. The 12" water main must extend along the subject site's entire frontage to CR 508.
14. The offsite detention pond adjacent to Phase 2 shall not encumber the existing 20' S.S.E. on the AISD property.
15. Fire hydrant locations shall be as specified by the Alvarado Fire Marshal.
16. Provide adequate emergency access to the pond on Open Space Lot 5 per Alvarado Police Department.
17. On the Street Tree Plans, the subdivision perimeter wall must be removed from the ROW at subdivision entrances or relocated to follow the 45-degree angle of the property line/ROW lines.
18. A solid wood fence shall provide a sound barrier around the well pad site.

**Exhibit “B”
Development Plan**

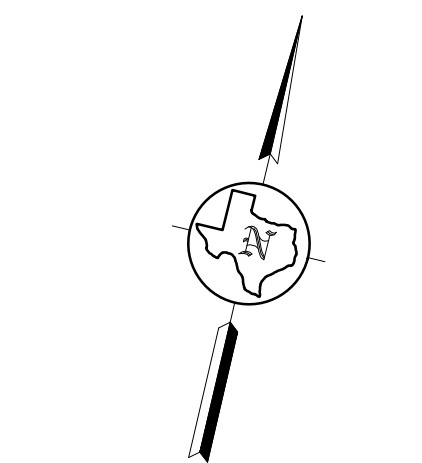
(See Next Page)



SEE SHEET 1 OF 3



VICINITY MAP
N.T.S.



0 40 80 160
SCALE: 1"=80'

LEGEND

- TRAIL
- DEVELOPMENT PLAN BOUNDARY
- PHASE LINE
- GAS EASEMENT
- WATER & SANITARY SEWER(W&S) EASEMENT

PROPOSED LOT COUNTS	
	40'
PHASE 1	335
PHASE 2	277
PHASE 3	36
TOTAL	648

OPEN SPACE TABULATION				
#	SF	AC	CITY	HOA
1	22429.81	0.51		X
2	637.57	0.01	X	
3	926.27	0.02	X	
4	967.07	0.02	X	
5	23248.79	5.34		X
6	189142.56	4.34		X
7	1236.90	0.03	X	
8	6380.45	0.15		X
9	2423.33	0.06		X
10	216528.82	4.97		X
11	5306.30	0.12		X
TOTAL AC.	678464.87	15.58	0.09	15.49

NOTE:

DESIGNATED HOA LOTS ARE TO BE MAINTAINED BY SAID HOA. ALL OTHER LOTS SHALL BE MAINTAINED BY THE CITY.

ALL OPEN SPACE LOTS WILL BE GRADED TO DRAIN, WITH GROUND COVER INSTALLED.

PROPOSED LAND USE:

PLANNED DEVELOPMENT DISTRICT: 113.09 ACRES

DEC ENGINEERING EXCELLENCE

DEVELOPMENT PLAN
(2 OF 3)

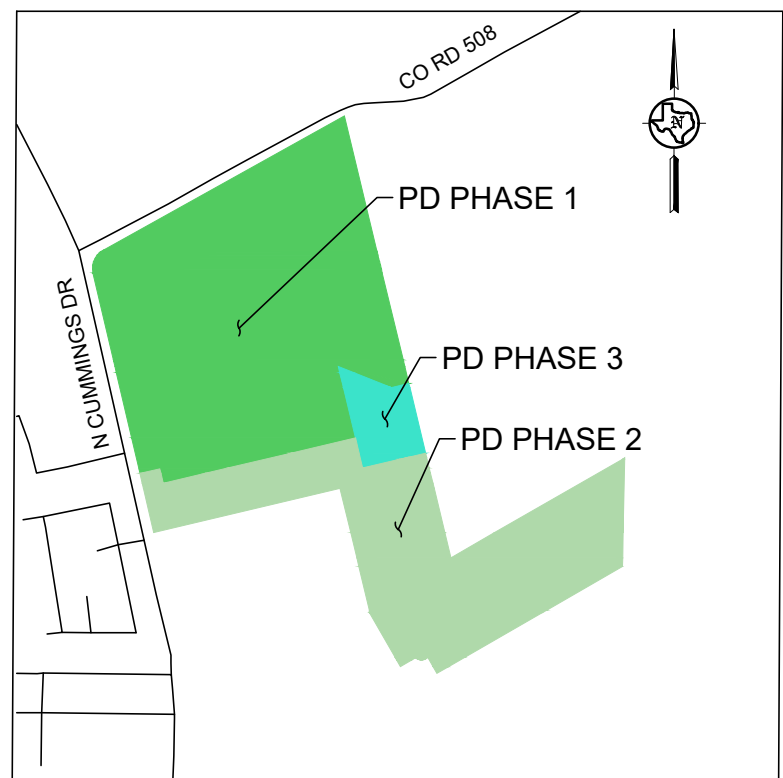
DEVELOPMENT PLAN
FOR
AGAVE TRAIL DEVELOPMENT, LLC
BEING 150.12 ACRES IN THE
JOHN ROSS SURVEY, ABSTRACT NO. 737
CITY OF ALVARADO, JOHNSON COUNTY, TEXAS

DESIGN BY: SS/SG	DATE: 10/16/2023	SHEET NO. 02 OF 11
DRAWN BY: AE/EL/CA	SCALE: 1" = 80'	JOB NO. 5348-01
APPROVED: WG		

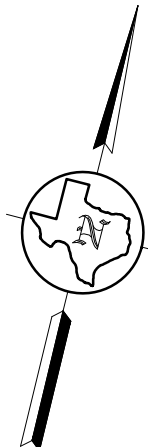
OWNER:
Agave Development Group LLC
300 BYERS STREET,
ROANOKE, TEXAS 76262
(817) 897-7737
CONTACT: Todd Price

SURVEYOR:
SPOONER & ASSOCIATES
309 BYERS STREET,
SUITE 100, EULESS, TEXAS 76039
(972) 239-2002
CONTACT: Eric Spooner

ENGINEER:
DE Corp.
3030 LBJ FREEWAY,
SUITE 910, DALLAS, TX 74234-7720
(972) 239-2002
CONTACT: William Gladbach



VICINITY MAP
N.T.S.



0 40 80 160
SCALE: 1"=80'

LEGEND

- TRAIL
- DEVELOPMENT PLAN BOUNDARY
- PHASE LINE
- GAS EASEMENT
- WATER & SANITARY SEWER(W&S) EASEMENT

PROPOSED LOT COUNTS	
	40'
PHASE 1	335
PHASE 2	277
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TOTAL:	648

OPEN SPACE TABULATION				
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2	637.57	0.01	X	
3	926.27	0.02	X	
4	967.07	0.02	X	
5	23248.79	5.34		X
6	189142.56	4.34		X
7	1236.90	0.03	X	
8	6380.45	0.15		X
9	2423.33	0.06		X
10	216528.82	4.97		X
11	5306.30	0.12		X
TOTAL AC.	678464.87	15.58	0.09	15.49

NOTE:

DESIGNATED HOA LOTS ARE TO BE MAINTAINED BY SAID HOA. ALL OTHER LOTS SHALL BE MAINTAINED BY THE CITY.

ALL OPEN SPACE LOTS WILL BE GRADED TO DRAIN, WITH GROUND COVER INSTALLED.

PROPOSED LAND USE:

PLANNED DEVELOPMENT DISTRICT: 113.09 ACRES

DEC ENGINEERING EXCELLENCE
T.B.P.E.L.S. FIRM REGISTRATION NO. F-8996
3030 LBJ Freeway, Suite 910, Dallas, TX 75238-7720, (972) 239-2002

DEVELOPMENT PLAN
(3 OF 3)

DEVELOPMENT PLAN
FOR
AGAVE TRAIL DEVELOPMENT, LLC
BEING 150.12 ACRES IN THE
JOHN ROSS SURVEY, ABSTRACT NO. 737
CITY OF ALVARADO, JOHNSON COUNTY, TEXAS

DESIGN BY: SS/SG	DATE: 10/16/2023	SHEET No. 03 OF 11
DRAWN BY: AE/EL/CA	SCALE: 1" = 80'	JOB No. 5348-01
APPROVED: WG		

OWNER:
Agave Development Group LLC
300 LAMAR STREET,
ROANOKE, TEXAS 76262
(817) 897-7737
CONTACT: Todd Price

SURVEYOR:
SPOONER & ASSOCIATES
309 BYERS STREET,
SUITE 100, EULESS, TEXAS 76039
(817) 685-8448
CONTACT: Eric Spooner

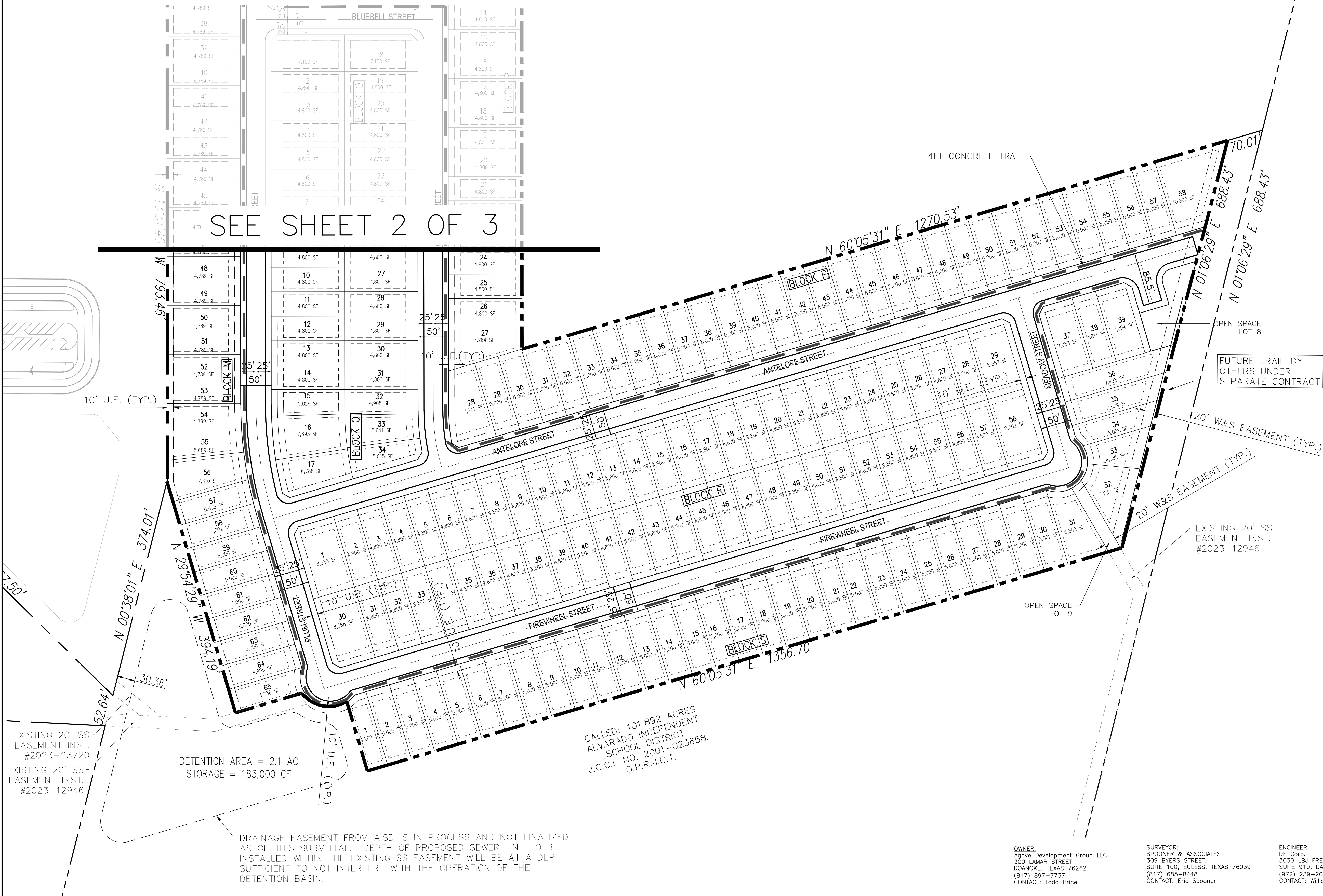
ENGINEER:
DE Corp.
3030 LBJ FREEWAY,
SUITE 910, DALLAS, TX 75238-7720
(972) 239-2002
CONTACT: William Gladbach

CALL: 101.892 ACRES
ALVARADO INDEPENDENT
SCHOOL DISTRICT
J.C.C.I. NO. 2001-023658,
O.P.R.J.C.T.

DETENTION AREA = 2.1 AC
STORAGE = 183,000 CF

DRAINAGE EASEMENT FROM AISD IS IN PROCESS AND NOT FINALIZED AS OF THIS SUBMITTAL. DEPTH OF PROPOSED SEWER LINE TO BE INSTALLED WITHIN THE EXISTING SS EASEMENT WILL BE AT A DEPTH SUFFICIENT TO NOT INTERFERE WITH THE OPERATION OF THE DETENTION BASIN.

SEE SHEET 2 OF 3

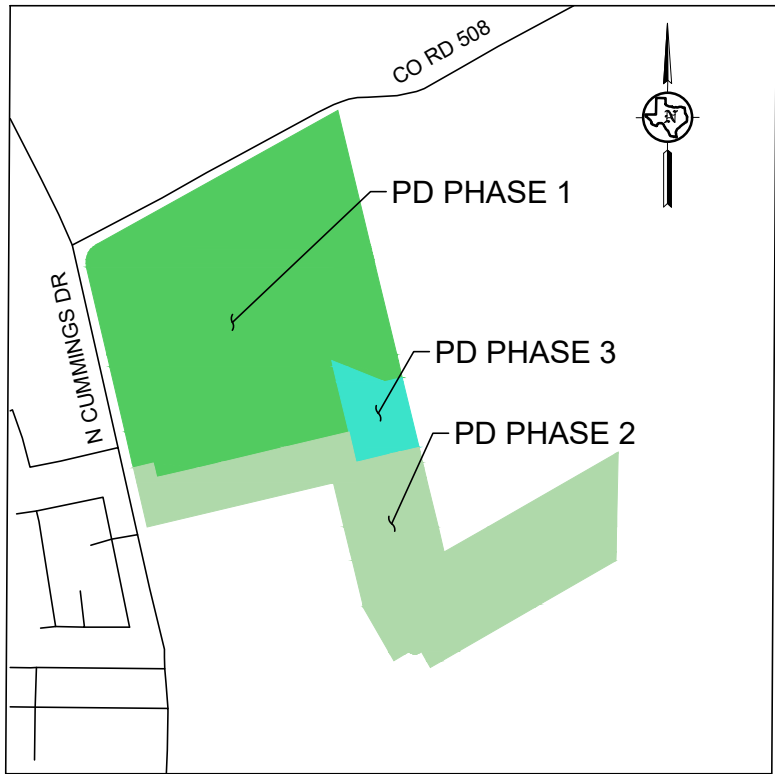




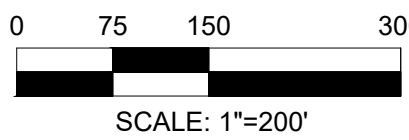
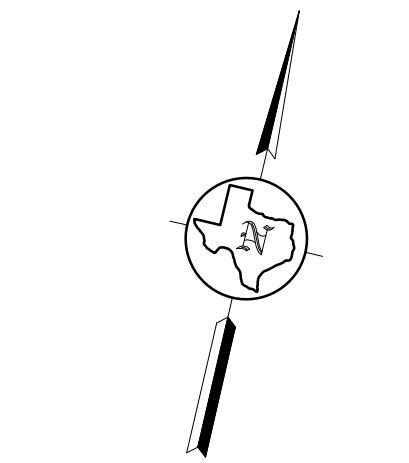
Rational Method		Cf = 1.25 (for Q100)					
Drainage Area ID	Area	Tc	C	I _s	I ₁₀₀	Q _s	Q ₁₀₀
	A.c.	max		in/hr	in/hr	cfs	cfs
A-1	61.9	30.00	0.30	3.22	5.83	59.80	135.33
A-2	25.5	30.00	0.30	3.22	5.83	24.63	55.75
A-3	24.5	30.00	0.30	3.22	5.83	23.67	53.56
A-4	16.6	30.00	0.30	3.22	5.83	16.04	36.29
A-5	5.2	30.00	0.30	3.22	5.83	5.02	11.37
A-6	20.3	30.00	0.30	3.22	5.83	19.61	44.38
OS-1	6.0	30.00	0.30	3.22	5.83	5.80	13.12
OS-2	34.6	30.00	0.30	3.22	5.83	33.42	75.64

SAMPLE CALCULATION:
DRAINAGE AREA A-1

$Q_s = C I_s A$
$Q_{100} = C I_{100} A$
$Q_s = 59.80 = (0.30)(3.22)(61.9)$
$Q_{100} = 135.33 = (1.25)(0.30)(5.83)(61.9)$



VICINITY MAP
N.T.S.



- LEGEND
- 500--- EXISTING CONTOUR
 - - - - - DRAINAGE AREA
 - ➔ DRAINAGE FLOW ARROW
 - | | |
|---------|---------|
| A | AREA |
| 1.00 AC | ACREAGE |

 DRAINAGE AREA LABEL

DECI ENGINEERING
EXCELLENCE

7 P.E.'S. FIRM REGISTRATION NO. F-8996
3030 LBJ Freeway, Suite 810 Dallas, TX 75238-7720 (972) 239-2002

EXISTING DRAINAGE AREA MAP

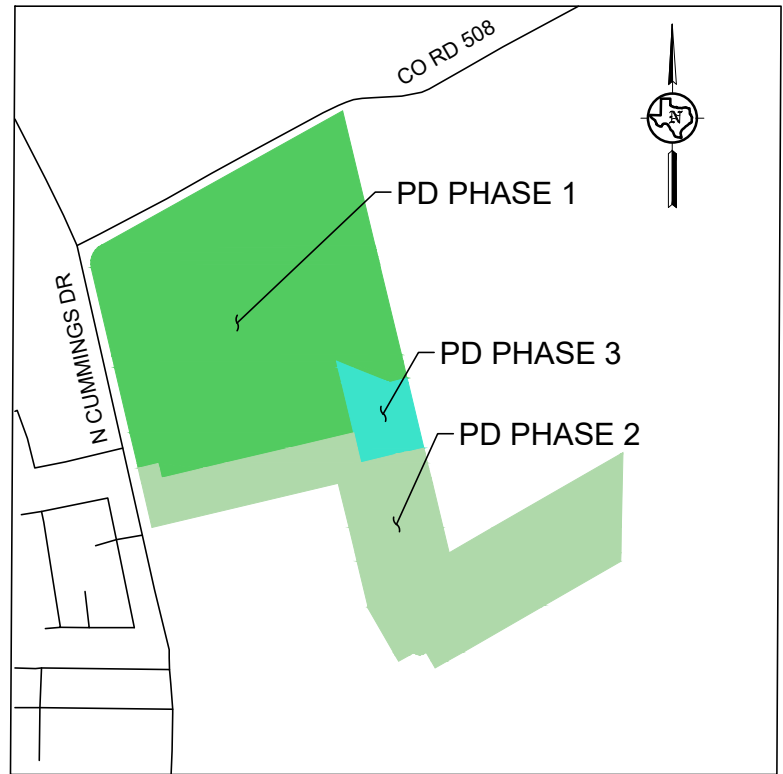
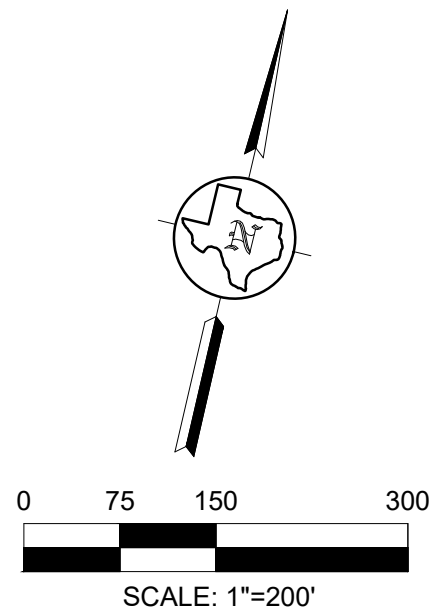
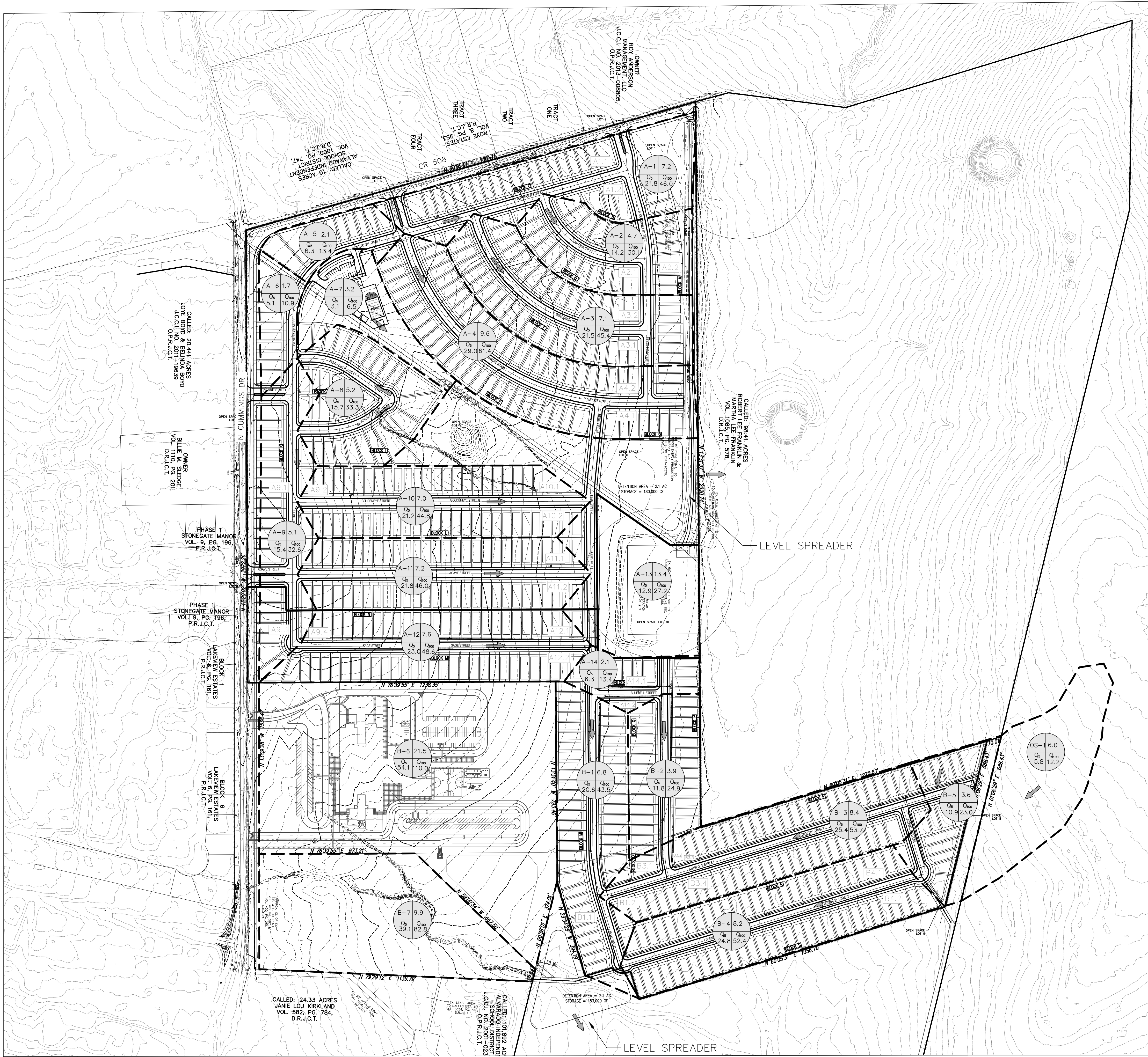
DEVELOPMENT PLAN
FOR
AGAVE TRAIL DEVELOPMENT, LLC
BEING 150.12 ACRES IN THE
JOHN ROSS SURVEY, ABSTRACT NO. 737
CITY OF ALVARADO, JOHNSON COUNTY, TEXAS

DESIGN BY: SS/SG	DATE: 10/16/2023	SHEET No. 04 OF 11
DRAWN BY: AE/EL/CA	SCALE: 1" = 200'	JOB No. 5348-01
APPROVED: WG		

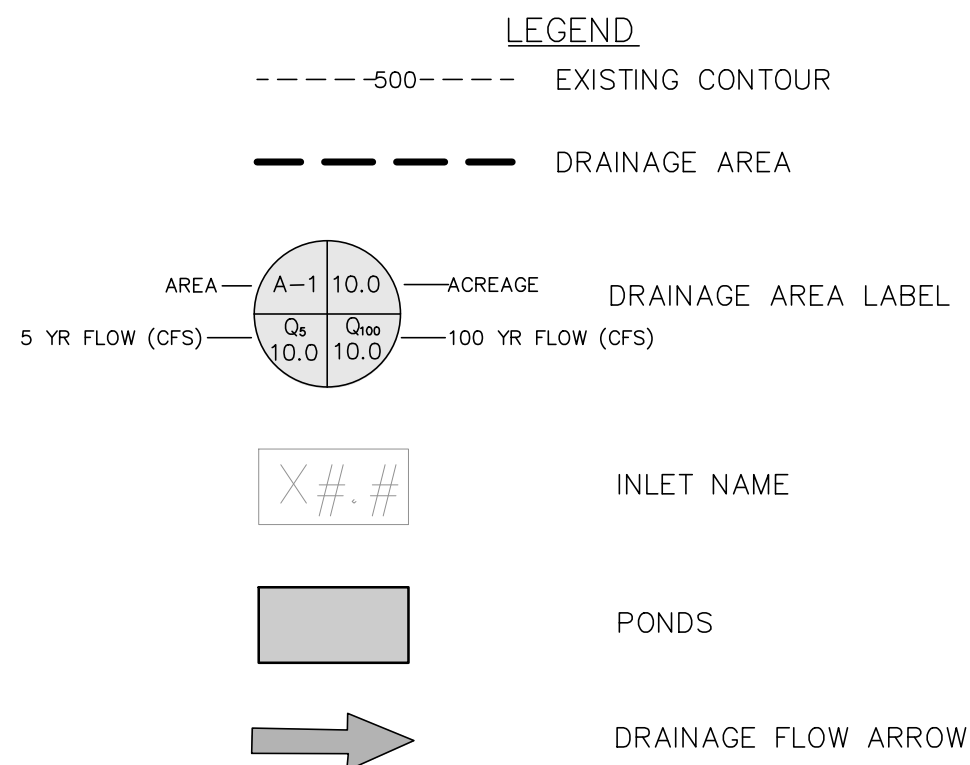
OWNER:
Agave Development Group LLC
300 LAMAR STREET,
ROANOKE, TEXAS 76262
(817) 897-7737
CONTACT: Todd Price

SURVEYOR:
SPOONER & ASSOCIATES
309 BYERS STREET,
SUITE 100, EULESS, TEXAS 76039
(817) 685-8448
CONTACT: Eric Spooner

ENGINEER:
DE Corp.
3030 LBJ FREEWAY,
SUITE 910, DALLAS, TX 74234-7720
(972) 239-2002
CONTACT: William Gladbach



VICINITY MAP
N.T.S.



Rational Method $Cf = 1.25$ (for Q100)

Drainage Area ID	Area	C	T _c	I _s	C _i	I ₁₀₀	Q _s	Q ₁₀₀
	A _c		min	in/hr		in/hr	cfs	cfs
A-1	7.2	0.65	15.0	4.65	1.25	7.87	21.8	46.0
A-2	4.7	0.65	15.0	4.65	1.25	7.87	14.2	30.1
A-3	7.1	0.65	15.0	4.65	1.25	7.87	21.5	45.4
A-4	9.6	0.65	15.0	4.65	1.25	7.87	29.0	61.4
A-5	2.1	0.65	15.0	4.65	1.25	7.87	6.3	13.4
A-6	1.7	0.65	15.0	4.65	1.25	7.87	5.1	10.9
A-7	3.2	0.3	30.0	3.22	1.25	5.42	3.1	6.5
A-8	5.2	0.65	15.0	4.65	1.25	7.87	15.7	33.3
A-9	5.1	0.65	15.0	4.65	1.25	7.87	15.4	32.6
A-10	7.0	0.65	15.0	4.65	1.25	7.87	21.2	44.8
A-11	7.2	0.65	15.0	4.65	1.25	7.87	21.8	46.0
A-12	7.6	0.65	15.0	4.65	1.25	7.87	23.0	48.6
A-13	13.4	0.3	30.0	3.22	1.25	5.42	12.9	27.2
A-14	2.1	0.65	15.0	4.65	1.25	7.87	6.3	13.4
B-1	6.8	0.65	15.0	4.65	1.25	7.87	20.6	43.5
B-2	3.9	0.65	15.0	4.65	1.25	7.87	11.8	24.9
B-3	8.4	0.65	15.0	4.65	1.25	7.87	25.4	53.7
B-4	8.2	0.65	15.0	4.65	1.25	7.87	24.8	52.4
B-5	3.6	0.65	15.0	4.65	1.25	7.87	10.9	23.0
B-6	22.1	0.7	25.0	3.5	1.25	5.69	54.1	110.0
B-7	9.9	0.85	15.0	4.65	1.25	7.87	39.1	82.8
OS-1	6.0	0.3	30.0	3.22	1.25	5.42	5.8	12.2

SAMPLE CALCULATION:

DRAINAGE AREA A-1

$Q_s = C I_p A$
$Q_{100} = C I_{100} A$
$Q_s = 21.8 = (0.65)(4.65)(7.2)$
$Q_{100} = 46.0 = (1.25)(0.65)(7.87)(7.2)$

DEC ENGINEERING EXCELLENCE

PROPOSED DRAINAGE AREA MAP

DEVELOPMENT PLAN
FOR
AGAVE TRAIL DEVELOPMENT, LLC
BEING 150.12 ACRES IN THE
JOHN ROSS SURVEY, ABSTRACT NO. 737
CITY OF ALVARADO, JOHNSON COUNTY, TEXAS

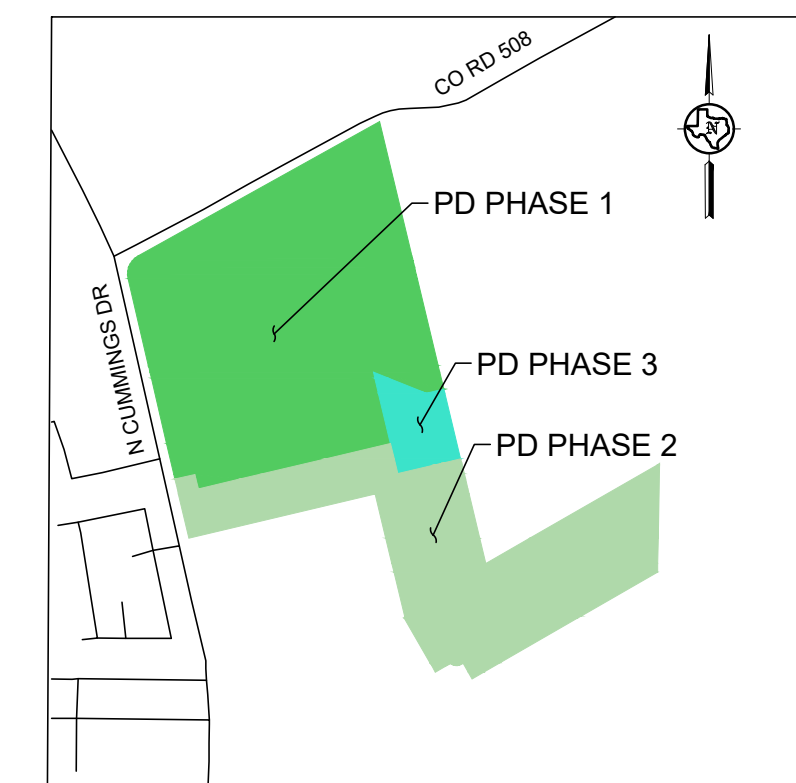
DESIGN BY: SS/SG	DATE: 10/16/2023	SHEET No. 05 OF 11
DRAWN BY: AE/EL/CA	SCALE: 1" = 200'	JOB No. 5348-01
APPROVED: WG		

OWNER:
Agave Development Group LLC
300 LAMAR STREET,
ROANOKE, TEXAS 76262
(817) 897-7737
CONTACT: Todd Price

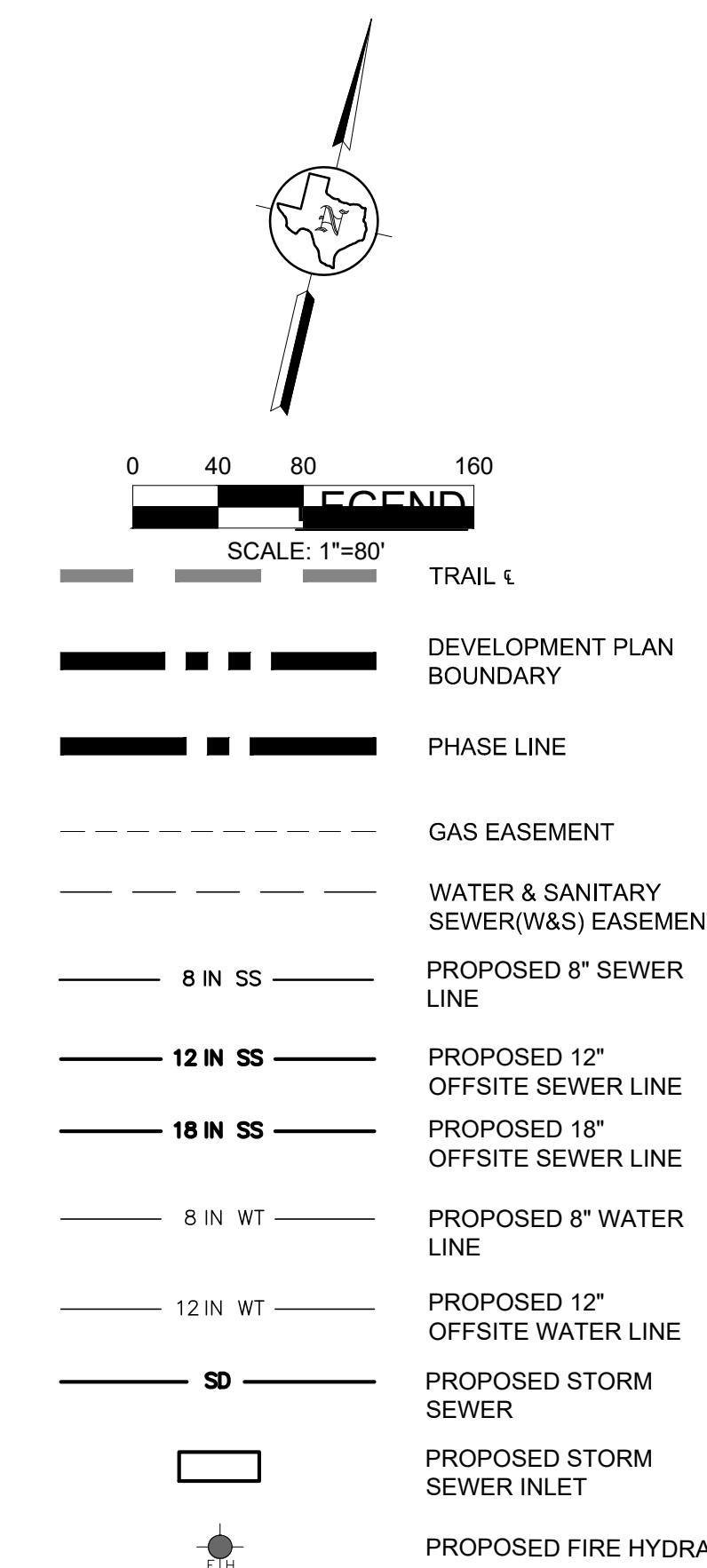
SURVEYOR:
SPOONER & ASSOCIATES
3030 LBJ FREEWAY,
SUITE 910, DALLAS, TEXAS 76039
(972) 239-2002
CONTACT: Eric Spooner

ENGINEER:
DE Corp.
3030 LBJ FREEWAY,
SUITE 910, DALLAS, TX 76234-7720
(972) 239-2002
CONTACT: William Gladbach

SEE SHEET 1 OF 3



VICINITY MAP
N.T.S.



NOTES:

ALL UTILITIES SHOWN WITHIN THE DEVELOPMENT PLAN BOUNDARY (WATER, SANITARY SEWER, STORM DRAIN) ARE PROPOSED AND TO BE INSTALLED BY THE DEVELOPER. UNLESS OTHERWISE NOTED.

THE DEVELOPMENT WILL BE SERVED ENTIRELY BY GRAVITY SEWER MAINS, NO LIFT STATION REQUIRED.

PROPOSED LAND USE:

PLANNED DEVELOPMENT DISTRICT:
113.09 ACRES

DEC ENGINEERING EXCELLENCE

3000 LBJ Freeway, Suite 810, Dallas, TX 75234-7202 (972) 239-2002

UTILITY PLAN (2 OF 3) DEVELOPMENT PLAN FOR AGAVE TRAIL DEVELOPMENT, LLC BEING 150.12 ACRES IN THE JOHN ROSS SURVEY, ABSTRACT NO. 737 CITY OF ALVARADO, JOHNSON COUNTY, TEXAS		
DESIGN BY: SS/SG	DATE: 10/16/2023	SHEET No. 07 OF 11
DRAWN BY: AE/EL/CA	SCALE: 1" = 80'	JOB No. 5348-01
APPROVED: WG		

EX. 60' X 90' SURFACE
SITE TO
SOUTHWESTERN GAS
PIPELINE, INC.
J.C.C.I. NO. 2013-21558,
O.P.R.J.C.T.

EX. R.O.W. AGREEMENT TO
SOUTHWESTERN GAS PIPELINE, INC.
J.C.C.I. NO. 2013-21558,
O.P.R.J.C.T.

WELL HEAD
FDL OPERATION
McLEROY #1H

PHASE 3
(FUTURE)

OPEN SPACE LOT 10

WELL HEAD
SETBACK
R=300'

SEE SHEET 3 OF 3

OWNER:
Agave Development Group LLC
300 LAMAR STREET,
ROANOKE, TEXAS 76262
(817) 685-8448
CONTACT: Todd Price

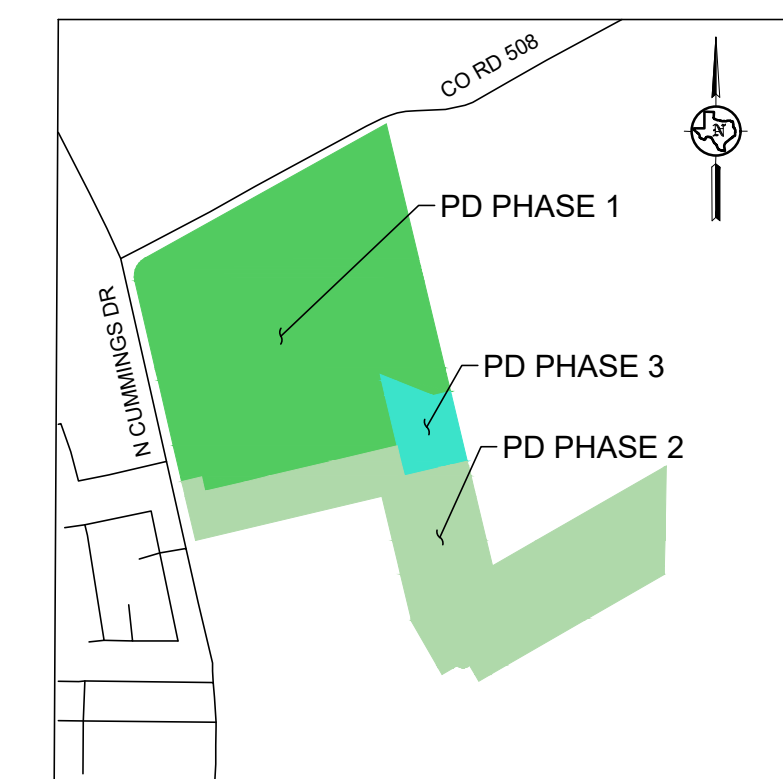
SURVEYOR:
SPOONER & ASSOCIATES
309 BYERS STREET,
SUITE 100, EULESS, TEXAS 76039
(972) 239-2002
CONTACT: Eric Spooner

ENGINEER:
DE Corp.
3030 LBJ FREEWAY,
SUITE 910, DALLAS, TX 75234-7720
(972) 239-2002
CONTACT: William Gladbach

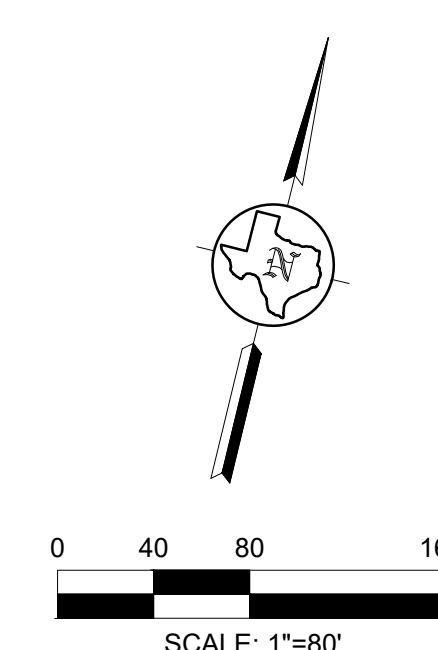
FUTURE
MULTI-FAMILY (MF)
431,541 SF 9.91 AC

ORIGINAL SCALE: IN INCHES
FOR REDUCED PLANS

N:\1220\5348-01\CAD\SHETS\DEVELOPMENT PLAN\06_PRELIM UTILITY PLAT.DWG
Page 64 of 225



VICINITY MAP
N.T.S.



LEGEND

	RAILROAD CROSSING
	DEVELOPMENT PLAN BOUNDARY
	PHASE LINE
	GAS EASEMENT
	WATER & SANITARY SEWER (W&S) EASEMENT
	PROPOSED 8" SEWER LINE
	PROPOSED 12" OFFSITE SEWER LINE
	PROPOSED 18" OFFSITE SEWER LINE
	PROPOSED 8" WATER LINE
	PROPOSED 12" OFFSITE WATER LINE
	PROPOSED STORM SEWER
	PROPOSED STORM SEWER INLET
	PROPOSED FIRE HYDRANT

NOTES:

ALL UTILITIES SHOWN WITHIN THE DEVELOPMENT PLAN BOUNDARY (WATER, SANITARY SEWER, STORM DRAIN) ARE PROPOSED AND TO BE INSTALLED BY THE DEVELOPER. UNLESS OTHERWISE NOTED.

THE DEVELOPMENT WILL BE SERVED
ENTIRELY BY GRAVITY SEWER MAINS,
NO LIFT STATION REQUIRED.

PROPOSED LAND USE:

PLANNED DEVELOPMENT DISTRICT:
113.09 ACRES

DEC | ENGINEERING
EXCELLENCE

UTILITY PLAN
(3 OF 3)

DEVELOPMENT PLAN
FOR
AGAVE TRAIL DEVELOPMENT, LLC
BEING 150.12 ACRES IN THE
JOHN ROSS SURVEY, ABSTRACT NO. 737
CITY OF ALVARADO, JOHNSON COUNTY, TEXAS

DESIGN BY: SS/SG	DATE: 10/16/2023	SHEET No. 08 OF 1
DRAWN BY: AE/EL/CA		
APPROVED: WG	SCALE: 1" = 80'	JOB No. 5348-01

OWNER:
Agave Development Group LLC
300 LAMAR STREET,
ROANOKE, TEXAS 76262
(817) 897-7737
CONTACT: Todd Price

SURVEYOR:
SPOONER & ASSOCIATES
309 BYERS STREET,
SUITE 100, EULESS, TEXAS 76039
(817) 685-8448
CONTACT: Eric Spooner

ENGINEER:
DE Corp.
3030 LBJ FREEWAY,
SUITE 910, DALLAS, TX 74234-7720
(972) 239-2002
CONTACT: William Gladbach

SEE SHEET 09

CALLED: 101.892 ACRES
 ALVARADO INDEPENDENT
 SCHOOL DISTRICT
 J.C.C.I. NO. 2001-023658,
 O.P.R.J.C.T.

EXISTING 20' SS
EASEMENT INST.
#2023-12946

EXISTING 20' SS
EASEMENT INST.
#2023-23720

EXISTING 20' SS-
EASEMENT INST.
#2023-12946

DETENTION AREA = 2.1 AC
STORAGE = 183,000 CF

~ DRAINAGE EASEMENT FROM AISD IS IN PROCESS AND NOT FINALIZED AS OF THIS SUBMITTAL. DEPTH OF PROPOSED SEWER LINE TO BE INSTALLED WITHIN THE EXISTING SS EASEMENT WILL BE AT A DEPTH SUFFICIENT TO NOT INTERFERE WITH THE OPERATION OF THE DETENTION BASIN.

ORIGINAL SCALE IN INCHES
FOR REDUCED PLANS

N:\1220\5348-01\CAD\SHEETS\DEVELOPMENT PLAN\06_PRELIM UTILITY PLAT.DWG

LEGEND

- TRAIL
- DEVELOPMENT PLAN BOUNDARY
- PHASE LINE
- GAS EASEMENT
- WATER & SANITARY SEWER(W&S) EASEMENT
- 8 IN SS PROPOSED 8" SEWER LINE
- 12 IN SS PROPOSED 12" OFFSITE SEWER LINE
- 18 IN SS PROPOSED 18" OFFSITE SEWER LINE
- 8 IN WT PROPOSED 8" WATER LINE
- 12 IN WT PROPOSED 12" OFFSITE WATER LINE
- SD PROPOSED STORM SEWER
- PROPOSED STORM SEWER INLET
- PROPOSED FIRE HYDRANT

US HIGHWAY 67

DRAINAGE EASEMENT FROM AISD IS IN PROCESS AND NOT FINALIZED AS OF THIS SUBMITTAL. DEPTH OF PROPOSED SEWER LINE TO BE INSTALLED WITHIN THE EXISTING SS EASEMENT WILL BE AT A DEPTH SUFFICIENT TO NOT INTERFERE WITH THE OPERATION OF THE DETENTION BASIN.

EXISTING 20' SS EASEMENT INST. #2023-23720

EXISTING 20' SS EASEMENT INST. #2023-12946

CALLLED: 101.892 ACRES
ALVARADO INDEPENDENT SCHOOL DISTRICT
J.C.C.I. NO. 2001-023658,
O.P.R.J.C.T.

PROPOSED OFFSITE 18" PVC SANITARY SEWER MAIN TO BE INSTALLED BY DEVELOPER

EXISTING 20' SS EASEMENT INST. #2023-12946

5' DIAMETER SANITARY SEWER MANHOLE SPACED NO MORE THAN 500' APART PER SUBDIVISION ORDINANCE APPENDIX 1 DESIGN STANDARDS ITEM 4 PAGE xiii (TYP.)

SEE SHEET 08

NOTES:

ALL UTILITIES SHOWN WITHIN THE DEVELOPMENT PLAN BOUNDARY (WATER, SANITARY SEWER, STORM DRAIN) ARE PROPOSED AND TO BE INSTALLED BY THE DEVELOPER. UNLESS OTHERWISE NOTED.

PROPOSED LAND USE:

PLANNED DEVELOPMENT DISTRICT: 113.09 ACRES

DEC ENGINEERING EXCELLENCE

OFFSITE SEWER

FOR

AGAVE TRAIL DEVELOPMENT, LLC

BEING 150.12 ACRES IN THE JOHN ROSS SURVEY, ABSTRACT NO. 737 CITY OF ALVARADO, JOHNSON COUNTY, TEXAS

DESIGN BY: SS/SG	DATE: 10/16/2023	SHEET No. 09 OF 11
DRAWN BY: AE/EL/CA	SCALE: 1"=120'	JOB No. 5348-01
APPROVED: WG		

SURVEYOR:
SPOONER & ASSOCIATES
309 BYERS STREET,
SUITE 100, EULESS, TEXAS 76039
(817) 685-8448
CONTACT: Eric Spooner

ENGINEER:
DE Corp.
3030 LBJ FREEWAY,
SUITE 910, DALLAS, TX 74234-7720
(972) 239-2002
CONTACT: William Gladbach

DESIGN BY: SS/SG
DATE: 10/16/2023
DRAWN BY: AE/EL/CA
SCALE: 1"=120'
APPROVED: WG

CONTINUATION OF OFFSITE SANITARY SEWER LINE. REFER TO FIVE PARTY EXECUTED "AGREEMENT FOR CONSTRUCTION, COST SHARING, AND ESCROW OF JOINT WASTEWATER TREATMENT FACILITIES". FINAL DESIGN AND LAYOUT WILL BE PROVIDED WITH THE FULL CIVIL ENGINEERING CONSTRUCTION DRAWINGS AS PART OF A SEPARATE SUBMITTAL.

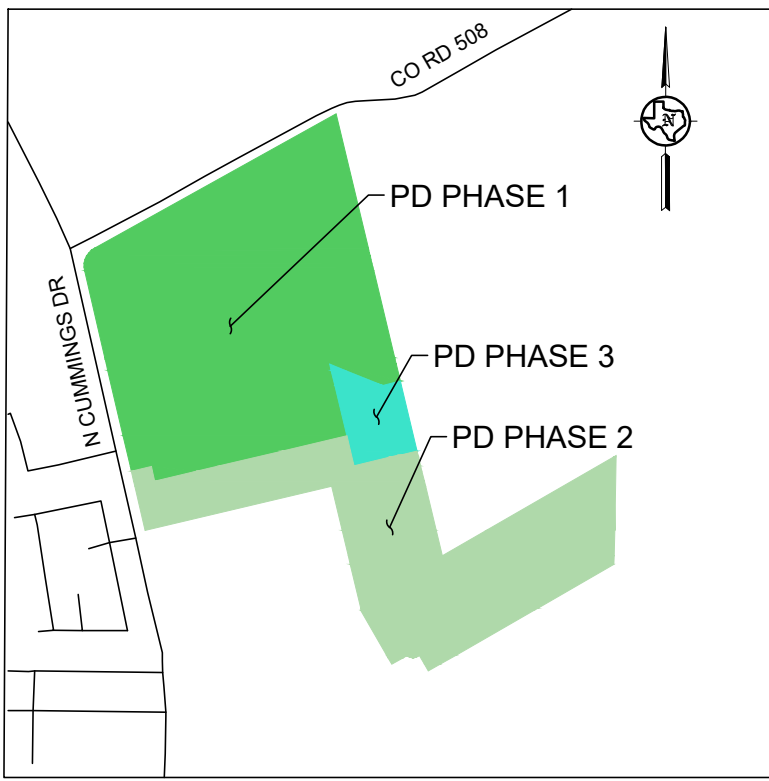
DEVELOPER TO INSTALL 18" PVC SANITARY SEWER MAIN IN STEEL CASING UNDER US HIGHWAY 67. DESIGN, DRAWINGS, SUBMITTAL AND PERMIT WILL BE COORDINATED WITH TXDOT.

EXISTING 20' SS EASEMENT INST. #2023-12946

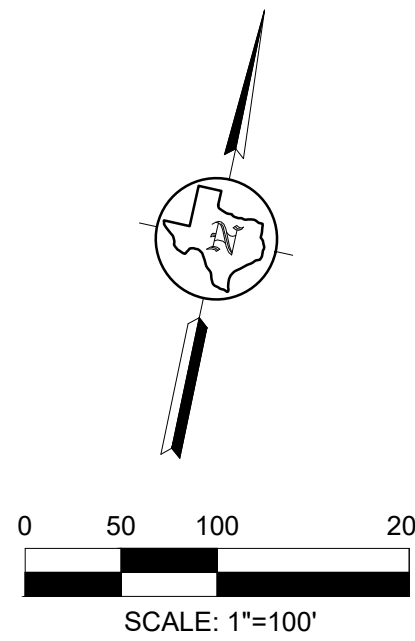
5' DIAMETER SANITARY SEWER MANHOLE (TYP.)

ORIGINAL SCALE IN INCHES
FOR REDUCED PLANS

N:\1220\5348-01\CAD\Sheets\DEVELOPMENT PLAN\09-EXHIBIT 1-2 - OFFSITE SEWER\DWG



VICINITY MAP
N.T.S.



LEGEND

- SCREEN WALL
- TRAIL
- STREET TREE

NOTES:

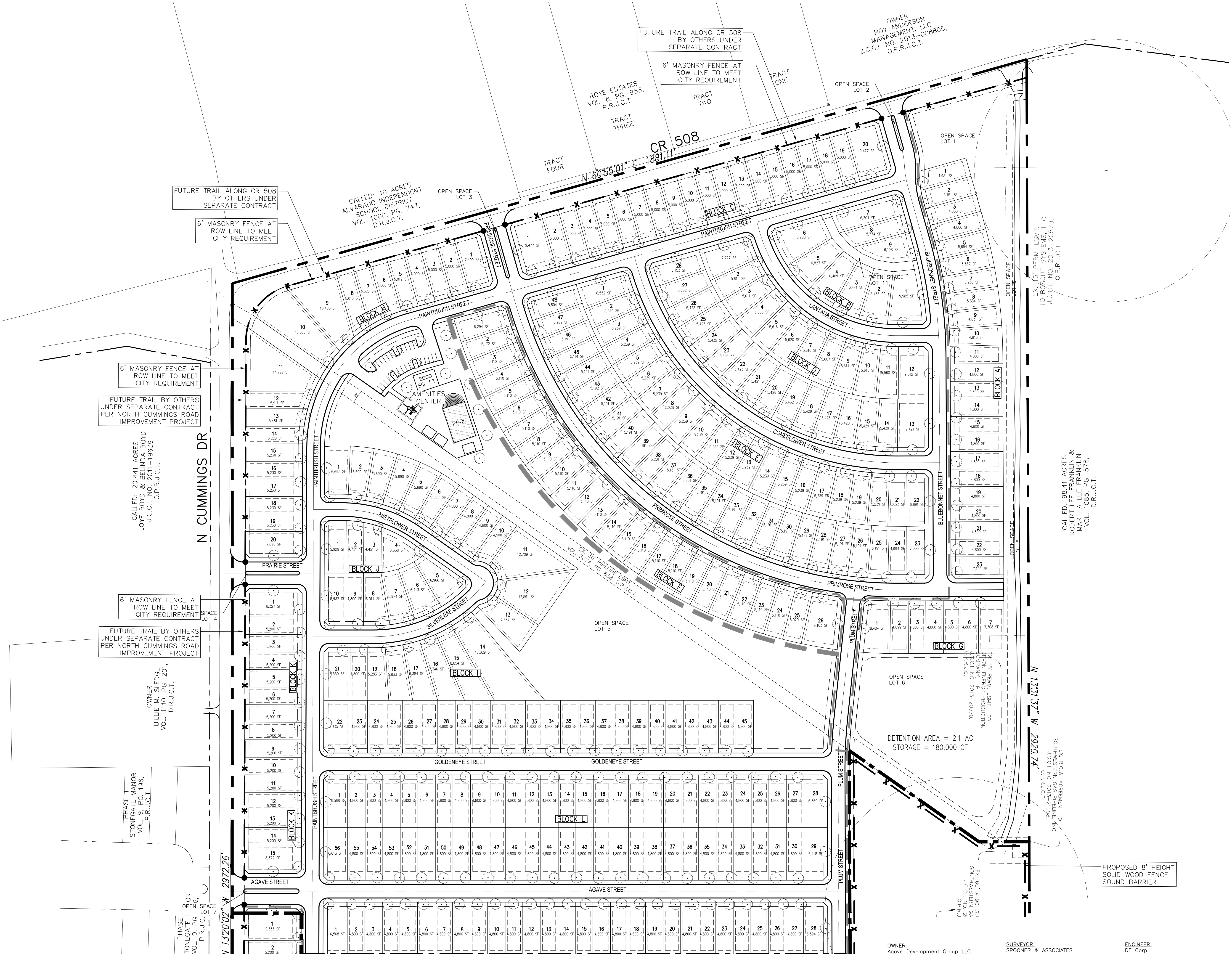
- ALL TREES DISPLAYED ARE TO BE CANOPY TREES OF MINIMUM THREE-CALIPER INCHES PER CITY OF ALVARADO MUNICIPAL CODE SEC. 42-839
- IN CASES WHEN THE APPLICANT CAN SHOW THAT REQUIRED TREES CANNOT REASONABLY BE PLACED ON THE LOT DUE TO SIZE, CONFIGURATION OR AMENITIES, THE DIRECTOR OF COMMUNITY DEVELOPMENT OR HIS DESIGNEE MAY REDUCE THE REQUIRED NUMBER OF TREES TO A NUMBER THAT CAN REASONABLY BE ACCOMMODATED ON THE SUBJECT LOT PER CITY OF ALVARADO MUNICIPAL CODE SEC. 42-839
- TREES AS SHOWN ARE TO BE LOCATED IN INDIVIDUAL LOT FRONT YARDS. SEC 42-839(1)
- ALL TREES TO BE INSTALLED BY THE INDIVIDUAL HOME BUILDERS AT TIME OF BUILDING PERMIT. TREE WILL BE MAINTAINED BY THE HOME OWNER.

DEC | ENGINEERING EXCELLENCE

LANDSCAPE PLAN
(SHEET 1 OF 2)

DEVELOPMENT PLAN
FOR
AGAVE TRAIL DEVELOPMENT, LLC
BEING 150.12 ACRES IN THE
JOHN ROSS SURVEY, ABSTRACT NO. 737
CITY OF ALVARADO, JOHNSON COUNTY, TEXAS

DESIGN BY: SS/SG	DATE: 10/16/2023	SHEET NO. 10 OF 11
DRAWN BY: AE/EL/CA	SCALE: 1" = 100'	JOB NO. 5348-01
APPROVED: WG		



SEE SHEET 2 OF 2

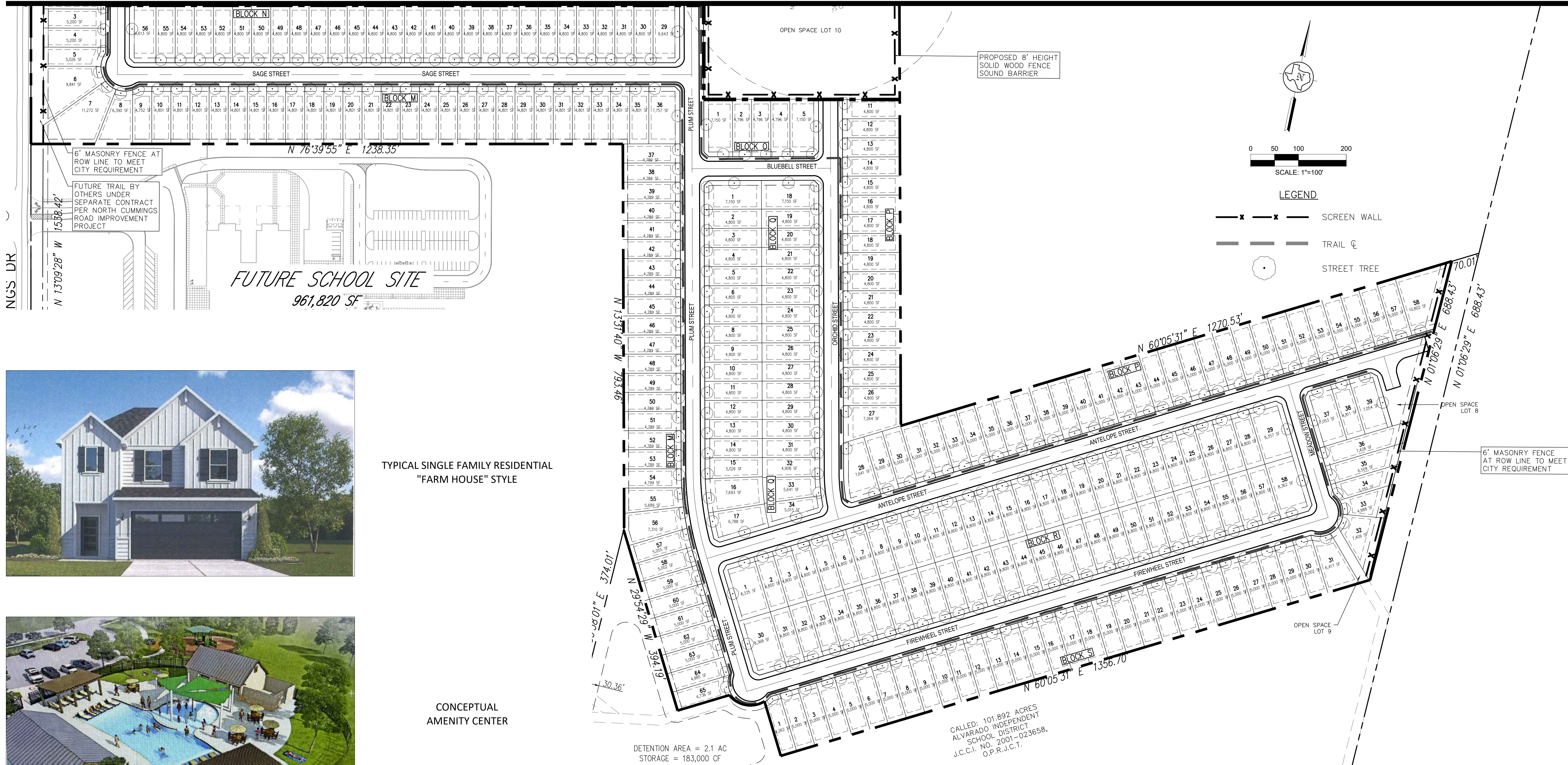
ORIGINAL SCALE IN INCHES
FOR REDUCED PLANS

OWNER:
Agave Development Group LLC
300 LAMAR STREET,
ROANOKE, TEXAS 76262
(817) 897-7737
CONTACT: Todd Price

SURVEYOR:
SPOONER & ASSOCIATES
309 BYERS STREET,
SUITE 100, EULESS, TEXAS 76039
(972) 239-2002
CONTACT: Eric Spooner

ENGINEER:
DE Corp.
3030 LBJ FREEWAY,
SUITE 910, DALLAS, TX 74234-7720
(972) 239-2002
CONTACT: William Gladbach

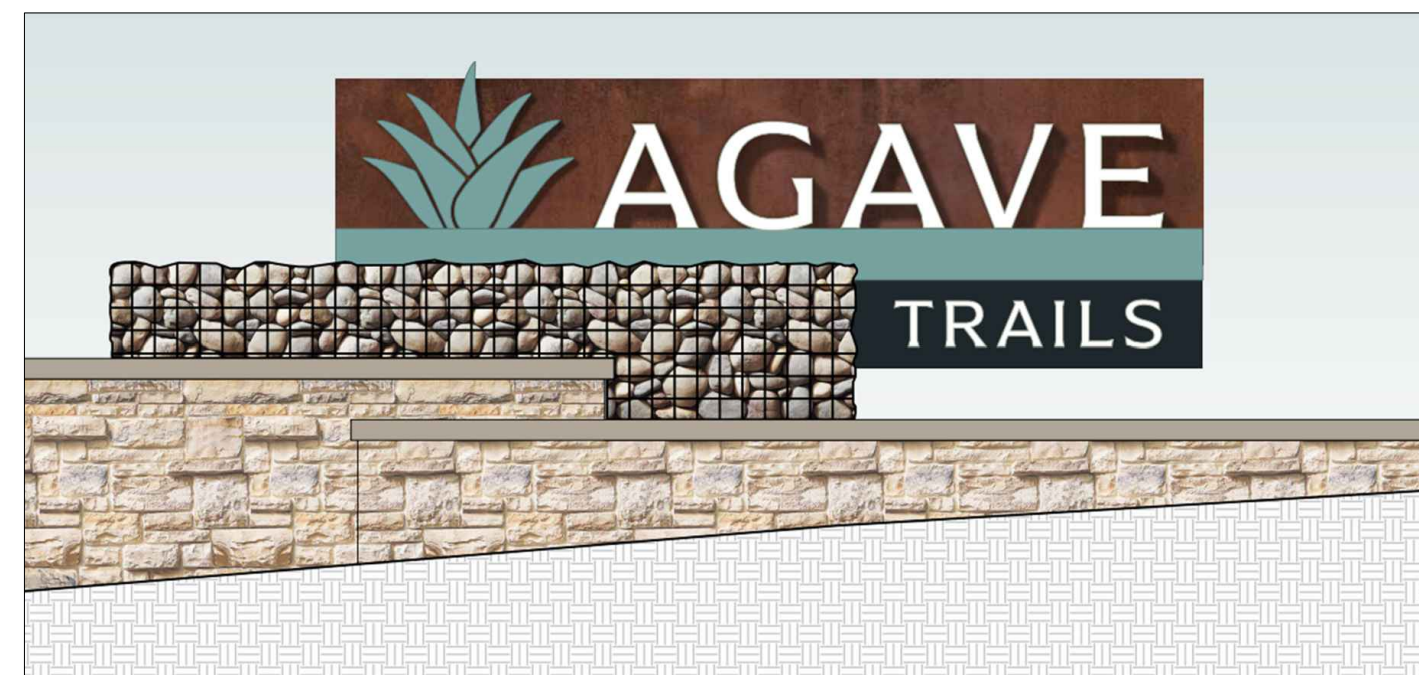
SEE SHEET 1 OF 2



TYPICAL SINGLE FAMILY RESIDENTIAL
"FARM HOUSE" STYLE



CONCEPTUAL
AMENITY CENTER



TYPICAL DEVELOPMENT SIGNAGE

NOTES:

- ALL TREES DISPLAYED ARE TO BE CANOPY TREES OF MINIMUM THREE-CALIPER INCHES PER CITY OF SEC. 42-839
- IN CASES WHEN THE APPLICANT CAN SHOW THAT REQUIRED TREES CANNOT REASONABLY BE PLACED ON THE LOT DUE TO SIZE, CONFIGURATION OR AMENITIES, THE DIRECTOR OF COMMUNITY DEVELOPMENT OR HIS DESIGNEE MAY REDUCE THE REQUIRED NUMBER OF TREES TO A NUMBER THAT CAN REASONABLY BE ACCOMMODATED ON THE SUBJECT LOT PER CITY OF ALVARADO MUNICIPAL CODE SEC. 42-839
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- ALL TREES TO BE INSTALLED BY THE INDIVIDUAL HOME BUILDERS AT TIME OF BUILDING PERMIT, TREE WILL BE MAINTAINED BY THE HOME OWNER.

OWNER:
Agave Development Group LLC
300 LAMAR STREET,
ROANOKE, TEXAS 76262
(817) 897-7737
CONTACT: Todd Price

SURVEYOR:
SPOONER & ASSOCIATES
309 BYERS STREET,
SUITE 100, EULESS, TEXAS 76039
(817) 685-8448
CONTACT: Eric Spooner

ENGINEER:
DE Corp.
3030 LBJ FREEWAY,
SUITE 910, DALLAS, TX 74234-7720
(972) 239-2002
CONTACT: William Gladbach

DECI ENGINEERING EXCELLENCE
7 B.P.E.S. FIRM REGISTRATION NO. F-8996
3030 LBJ FREEWAY, SUITE 910, DALLAS, TX 75238-7720 (972) 239-2002

LANDSCAPE PLAN
(SHEET 2 OF 2)
DEVELOPMENT PLAN
FOR
AGAVE TRAIL DEVELOPMENT, LLC
BEING 150.12 ACRES IN THE
JOHN ROSS SURVEY, ABSTRACT NO. 737
CITY OF ALVARADO, JOHNSON COUNTY, TEXAS

DESIGN BY: SS/SG	DATE: 10/16/2023	SHEET No.
DRAWN BY: AE/EL/CA	SCALE: 1" = 100'	1 OF 11
APPROVED: WG		JOB No. 5348-01



City Council Meeting Management Report

Meeting Date: November 20, 2023

Contact: Justin French, Community Development Director

AGENDA ITEM:

Consideration and action on the application of Winston Parks with Palm Development Partners on behalf of the David and Mary Glenn Irrevocable Trust for approval of the Henderson Integrity Addition preliminary plat on 2.298 acres known as Tract 29 in the J. Dixon Survey, Abstract 214, approximately addressed in the 700 and 800 blocks of E. Hwy 67.

BACKGROUND & FINDINGS:

The preliminary plat application was submitted and deemed administratively complete on October 27, 2023. Per Section 34-34.c of the Alvarado subdivision ordinance, the City Council shall:

- (1) Act within 30 days after the filing of preliminary plat,
- (2) Make one of the following decisions.
 - a. Approve.
 - b. Approve with conditions.
 - c. Disapprove with reasons.

The Future Land Use (FLU) map within the Alvarado Comprehensive Plan designates the subject site for Local Business, which generally includes small businesses and retail uses, coffee shops, restaurant, and small professional office buildings. This type of development is best suited along Highway 67 and is intended to serve the needs of residents. The City's Development Review Committee (DRC) finds the preliminary plat to comply with the minimum standards of the Alvarado subdivision ordinance and all other ordinances. The subject site is zoned General Commercial (C-2) District and anticipated development is consistent with the Comprehensive Plan.

FINANCIAL IMPACT:

None.

RECOMMENDATION:

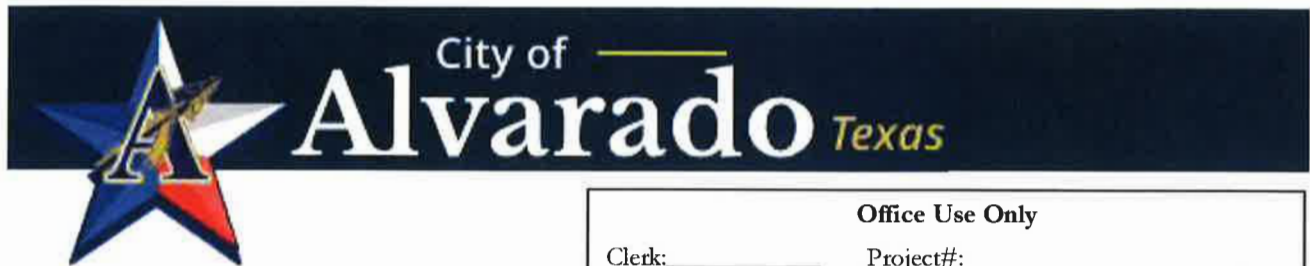
On November 14, 2023, the Planning and Zoning Commission recommended Council approve the preliminary plat of Henderson Integrity Addition by a vote of 4-0.

MANAGEMENT REVIEW:

Paul DeBuff, City Manager

ATTACHMENTS:

Application
Location Map
P&Z Recommendation Letter
Draft Recommendation of Approval Letter
Preliminary Plat
Preliminary Engineering Available Upon Request



PLAT APPLICATION

Office Use Only

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

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

Type of Plat

☒ Preliminary Plat

☐ Final Plat

☐ Plat Revision

☐ Administrative Plat

Title of Plat Henderson Addition

Total Lots 3 Total Acres 2.2969 Current Zoning C-2

Subdivision Name N/A Lots _____ Block(s) _____

Survey Name(s) John Dixon Survey Abstract No.(s) 214 Tract(s) _____

Address/Location 906 West US Hwy 67 Alvarado, Texas 76009

Applicant

Company or Name Palm Development Partners

Contact Name Winston Parks

Address 798 Berry Rd City Nashville State TN Zip 37204

Telephone 615-674-2130 Email wparks@winstonwarren.com

Owner (If Different)

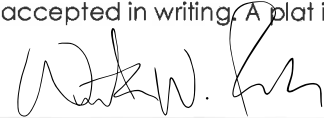
Company or Name David Glenn

Contact Name David Glenn

Address 1017 William D. Tate Ave, Suite 100 City Grapevine State Texas Zip 76051

Telephone 817-312-7883 Email davidglenn@glennlawfirm.com

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



Signature of Applicant, Owner, or Authorized Agent

8-07-2023

Date

Planning Official

Fee: \$

Date of P&Z Meeting

Date of Council Meeting

Signature of Planning Official

FOR OFFICE USE ONLY

Received By

Date Received

Date Approved



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

November 14, 2023

Palm Development Partners
Attn: Winston Parks
798 Berry Road
Nashville, TN 37204
615.674.2130
wparks@winstonwarren.com

Re: Lots 1-3, Block 1 of the Henderson Integrity Addition Preliminary Plat

Dear Mr. Parks,

This letter is to inform you that on November 14, 2023, the Alvarado City Planning and Zoning Commission recommended approval of the Henderson Integrity Addition preliminary plat. The Alvarado City Council will consider this preliminary plat on November 20, 2023.

Sincerely,

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



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

November 20, 2023

Palm Development Partners
Attn: Winston Parks
798 Berry Road
Nashville, TN 37204
615.674.2130
wparks@winstonwarren.com

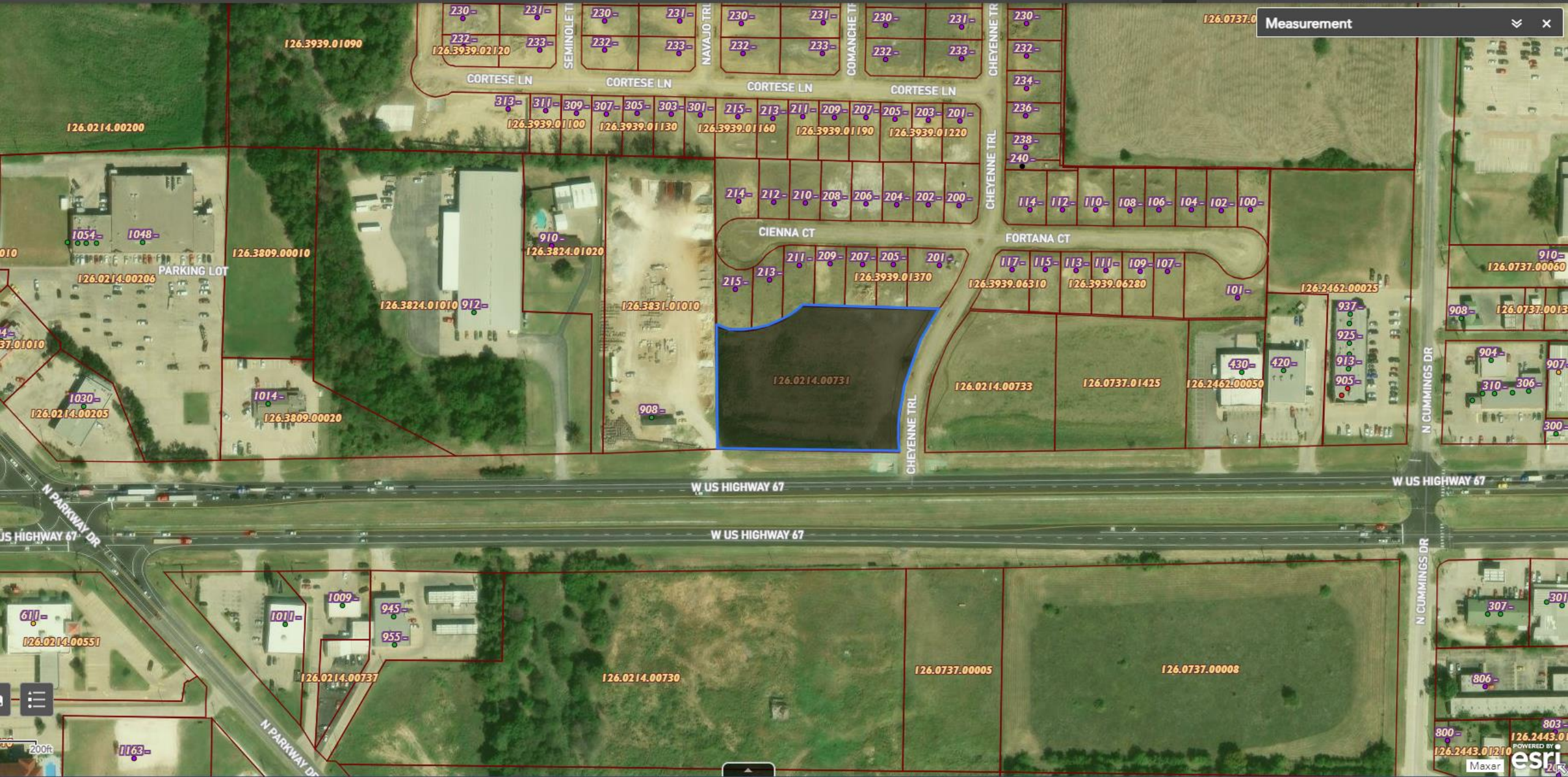
Re: Lots 1-3, Block 1 of the Henderson Integrity Addition Preliminary Plat

Dear Mr. Parks,

This letter is to inform you that on November 20, 2023, the Alvarado City Council approved the Henderson Integrity Addition preliminary plat following the Alvarado Planning and Zoning Commission's recommendation on November 14, 2023.

Sincerely,

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



DESCRIPTION

A tract of land situated in the City of Alvarado, Johnson County, Texas in the John Dixon Survey, Abstract No. 214 and being a portion of Tract 2 as described in deed to David Milton Glenn in Document No. 2022-37047, Official Public Records of Johnson County, Texas (OPRJCT), being more particularly described as follows:

BEGINNING at a found mag nail (controlling monument) on the North right of way line of East Henderson Street at the Southeast corner of Lot 1, Block 1, of SUNNY ADDITION, an addition to the City of Alvarado as recorded in Volume 9, Page 886, Plat Records of Johnson County Texas (PRJCT) from which a found 1/2" iron rod bears South 88°40'15" West (reference bearing) a distance of 427.83 feet;

THENCE North 01°12'58" West, along the East line of said SUNNY ADDITION, a distance of 246.08 feet to the Southwest corner of Lot 32, Block A, of the FINAL PLAT OF SUNSET RIDGE as recorded in Instrument 2022-254 OPRJCT from which a set 1/2" iron rod with cap stamped "RPLS 6008" bears South 4.0 feet online, said Southwest corner of Lot 32 being at an intersection with a non-tangent curve;

THENCE 120.07 feet along said curve to the left and the South line of said Lot 32 and Lots 33 and 34 of Block A, having a radius of 165.00 feet (subtended by a chord of North 75°50'10" East a distance of 170.11 feet) to a found1/2" iron rod at an intersection with a non-tangent line;

THENCE South 89°22'38" East a distance of 266.55 feet to a found 3/8" iron rod on the West right of way line of Cheyenne Trail at an intersection with a non-tangent curve;

THENCE on said right of way line and curve to the left having a radius of 425.00 feet (subtended by a chord of South 16°51'41" West a distance of 256.32 feet) to a set 1/2" iron pin with cap stamped "RPLS 6008" to an intersection with a tangent line;

THENCE continuing on said right of way line South 00°41'21" East a distance of 31.32 feet to a set 1/2" iron pin with cap stamped "RPLS 6008" on the North right of way line of East Henderson Street;

THENCE South 88°40'15" West, along the North line of said East Henderson Street, a distance of 117.30 feet to the POINT OF BEGINNING.

Said tract of land contains an area of 100,054 square feet or 2.2969 acres, more or less.

TO BE KNOWN AS:

HENDERSON INTEGRITY ADDITION

An addition to the City of Alvarado, Johnson County, Texas and do hereby dedicate to the public's use forever the easements and rights of way as shown hereon, except the private access easement and those easements and rights of way created or dedicated by separate Instrument as shown hereon.

By: David Glenn Irrevocable Trust
Name : David Glenn and Mary Glenn

STATE OF TEXAS)
) SS
COUNTY OF _____)

Before me, the undersigned, a notary public in and for the State of Texas, on this day personally appeared David Glenn, known to me to be the person whose name is subscribed to the foregoing Instrument and acknowledged to me that he executed the same for the purpose and consideration therein expressed, and in the capacity therein stated.

Given my hand and seal of office, This the _____ day of _____, 2023

Notary Public, State of Texas

My commission expires _____

STATE OF _____)
) SS
COUNTY OF TEXAS)

Before me, the undersigned, a notary public in and for the State of Texas, on this day personally appeared Mary Glenn, known to me to be the person whose name is subscribed to the foregoing Instrument and acknowledged to me that he executed the same for the purpose and consideration therein expressed, and in the capacity therein stated.

Given my hand and seal of office, This the _____ day of _____, 2023

Notary Public, State of Texas

My commission expires _____

PRELIMINARY,
THIS DOCUMENT SHALL NOT BE
RECORDED FOR ANY PURPOSE.

PRELIMINARY RELEASE DATE:
10-19-23

SURVEYOR'S CERTIFICATION

That I, Shaun Christopher Axton, do hereby certify that I prepared this plot and the field notes made a part thereof from an actual survey of the land and that the corner monuments shown thereon were properly placed under my personal supervision, in accordance with the subdivision regulations of the City of Alvarado, Texas.

Shaun Christopher Axton
Registered Professional Land Surveyor
RPLS 6008

CERTIFICATE OF APPROVAL

Approved this _____ day of _____, 20_____
by the City Council of the City of Alvarado, Texas.

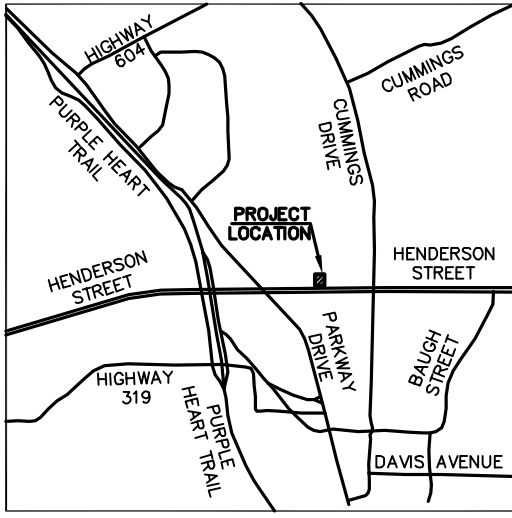
Mayor

City Secretary

Plat recorded in Volume _____ Page _____ Slide _____

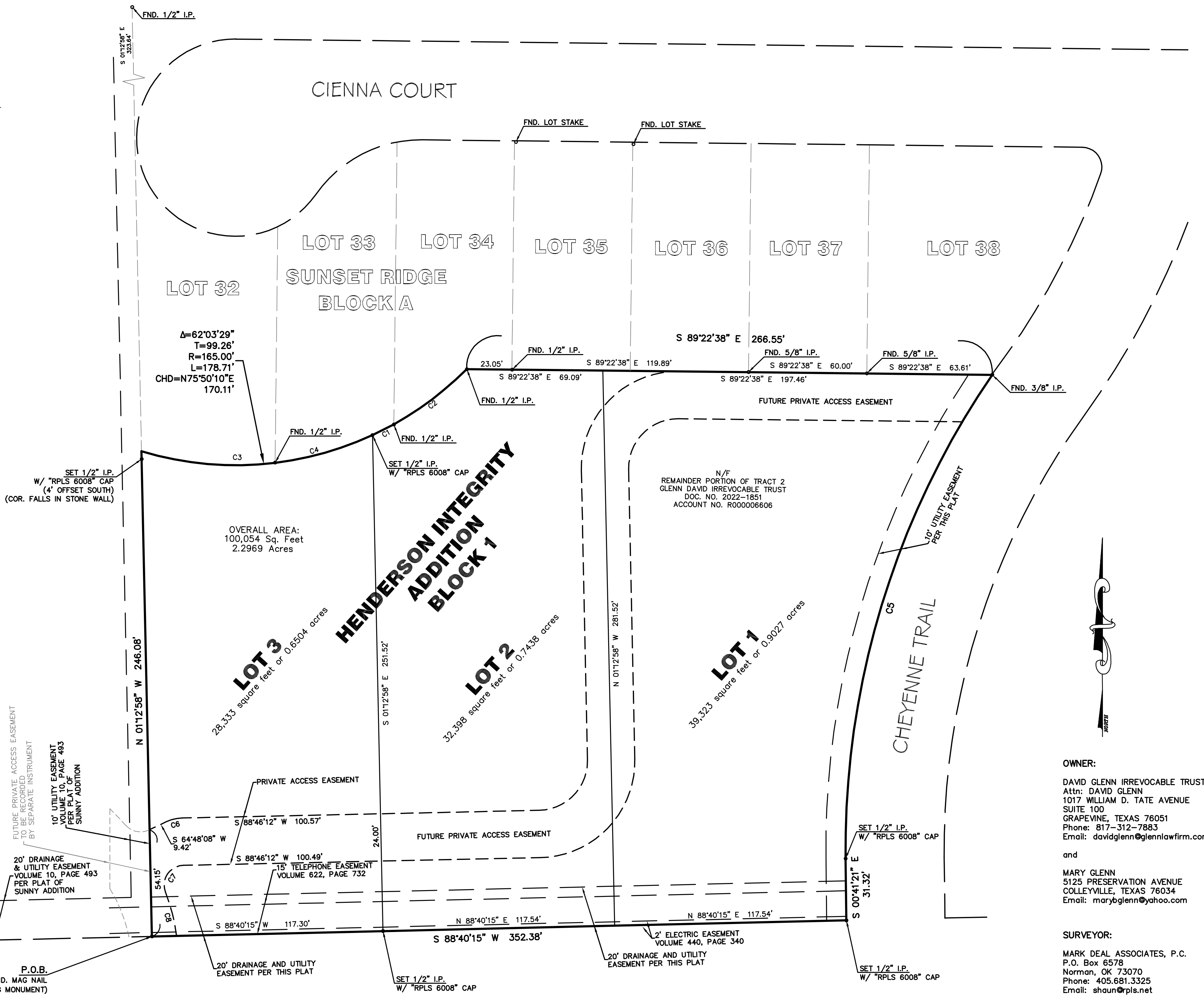
County Clerk, Johnson County, Texas

Deputy, Johnson County, Texas



SUNNY ADDITION
BLOCK 1

LOT 1



OWNER:

DAVID GLENN IRREVOCABLE TRUST
Attn: DAVID GLENN
1017 WILLIAM D. TATE AVENUE
SUITE 100
GRAPEVINE, TEXAS 76051
Phone: 817-312-7883
Email: davidglenn@glennlawfirm.com

and

MARY GLENN
5125 PRESERVATION AVENUE
COLLEYVILLE, TEXAS 76034
Email: marybglenn@yahoo.com

SURVEYOR:

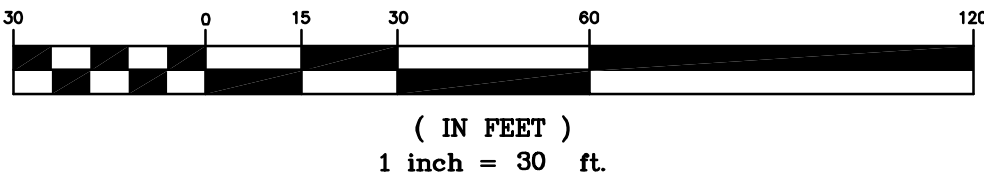
MARK DEAL ASSOCIATES, P.C.
P.O. Box 6578
Norman, OK 73070
Phone: 405.681.3325
Email: shaun@rpls.net

EAST HIGHWAY 67

LEGEND

FND. - FOUND
I.P. - IRON PIN
P.O.B. - POINT OF BEGINNING

GRAPHIC SCALE



CURVE	ARC LENGTH	RADIUS	CHORD BEARING	CHORD LENGTH	TANGENT	DELTA ANGLE
C1	12.10'	165.00'	N 63°04'17" E	12.09'	6.05'	4°12'01"
C2	46.55'	165.00'	N 52°53'21" E	46.40'	23.43'	16°09'51"
C3	68.50'	165.00'	S 85°01'44" E	68.01'	34.75'	23°47'19"
C4	51.56'	165.00'	N 74°07'28" E	51.35'	25.99'	17°54'19"
C5	260.37'	425.00'	S 16°51'41" W	256.32'	134.42'	35°06'05"
C6	8.37'	20.00'	S 76°47'10" W	8.31'	4.25'	23°58'04"
C7	19.12'	10.00'	N 33°59'19" E	16.34'	14.17'	109°33'46"
C8	22.98'	87.89'	S 14°08'41" E	22.91'	11.55'	14°58'44"

PRELIMINARY PLAT OF LOTS 1-3, BLOCK 1
HENDERSON INTEGRITY ADDITION

Being 2.2969 acres situated in the JOHN DIXON SURVEY,
ABSTRACT NO. 214

CITY OF ALVARADO, JOHNSON COUNTY, TEXAS
PLAT PREPARED MAY 24, 2023



City Council Meeting Management Report

Meeting Date: November 20, 2023

Contact: Justin French, Community Development Director

AGENDA ITEM:

Consideration and action on the request of owner Andrew Bither for an on-site sewer facility (OSSF), as authorized by Section 34-130(c) of the Alvarado subdivision ordinance, on 8.12 acres known as Tracts 16 & 18-22 of the George S. McIntosh Survey, A-625, and approximately addressed at 1005 E. Highway 67.

BACKGROUND & FINDINGS:

Based on available occupancy records, the property addressed at 1005 E. Highway 67 has been occupied by Seery's Garage and other auto repair occupants since July 21, 2011; however, garbage service account records and Google Earth aerial imagery indicate usage as early as February 15, 1994 and December of 1985. No water or wastewater account records were found for the subject site. The building for the existing auto repair use is not on Alvarado water supply and is reported to have an on-site sewer facility (OSSF).

Advance Career Education, LLC proposes to make improvements to the subject site for a truck driving trade school. Today the subject site is not a platted lot of record, which is a prerequisite to the issuance of permits the school needs to improve the property. To plat the property as a lot of record, the developer must provide adequate public infrastructure including installation of all sanitary sewer facilities needed to serve the development and extend all sanitary sewer mains and appurtenances necessary to connect the development with the City's sanitary sewer system.

Advance Career Education, LLC requests City Council to approve a properly permitted on-site sewage facility in lieu of connection to the City's sanitary sewer system as permitted by Section 34-130(c) of the Alvarado subdivision ordinance. Per Section 34-130(c), in locations where sanitary sewers are not available and where the City Council concludes that installation of sanitary sewers is not feasible, on-site septic systems of approved type may be installed in conformity with the rules, regulations, and ordinances of the city, county, and state pertaining to public health. The city council shall grant approval for on-site septic system usage only in those conditions and circumstances in which very low density development can be accommodated or other exceptional circumstances exist. In no case shall on-site septic systems be installed without express approval and inspection by the city."

FINANCIAL IMPACT:

None.

RECOMMENDATION:

Staff suggests the City Council disapprove the request of Andrew Bither because conditions and circumstances in which only very low density development can be accommodated do not exist.

MANAGEMENT REVIEW:

Paul DeBuff, City Manager

ATTACHMENTS:

Applicant's Request & Scenario Plan

Alvarado Wastewater Master Plan

Sections 34.130 & 34.165 of the Subdivision Ordinance

Sections 40.176 & 40.180 of the Utilities Ordinance

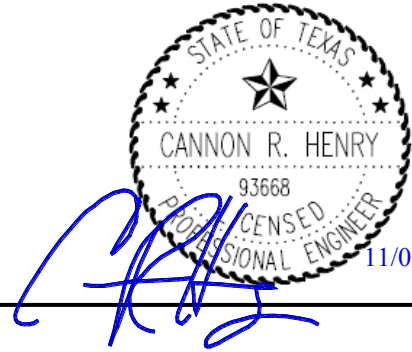


Date: November 02, 2023

To: Planning and Development
City of Alvarado, Texas

From: Cannon R. Henry, P.E.
Henry Engineering & Consulting

Re: **Variance Request**
Advance Career Education, LLC
1005 Highway 67
Alvarado, Texas 76001



11/02/2023

On behalf of Advance Career Education, LLC, Henry Engineering & Consulting (HEC) is providing this memorandum as supporting information to support a Variance Request Application for the proposed Advance Career development at 1005 Highway 67 located within the city limits of Alvarado, Texas.

Proposed Development

Advance Career, LLC is proposing to implement a commercial driving school development at 1005 Highway 67; whereas, the development will consist of an 1800 square foot class room, and a 4,860 square foot parking lot for the commercial development. In addition, a 26,000 square foot concrete driving pad will be constructed for training and driving maneuvering activity for the commercial school.

The property for the commercial development will be a combination of multiple tract of lands that consist of 8.12 acres, which creates a combined rectangular shape that is an average 365 feet in width in an east to west direction and 1122 feet in length in a north to south direction, with the proposed facility for the proposed development being located in close proximity to the south property line which abuts Highway 67.

Existing Site Conditions

The existing site conditions for the 1005 Highway 67 consists of a 3300 square feet mechanic shop, an approximately 4,100 square feet warehouse and a number of small metal storage buildings. Existing utilities for the site consist of overhead electric via power poles, domestic water via a water well and a grey water sewer services via a private septic system.

Existing Public Infrastructure

Public infrastructure in proximity to the proposed development consist of a bar-ditch system for drainage is located along Highway 67: a water line for domestic water consumption is located along the south property line; and, a sanitary sewer line for grey water is located to the west of the proposed development.

In evaluating the existing sanitary sewer line for a viable sanitary sewer connection option for the proposed development, it was determined that there were no existing sanitary sewer lines that are located within 150-feet of the proposed structure.



Variance Request Description

Based on the City's Code of Ordinance (Sec 40.176), "the owner of any property containing a structure used for human occupancy, employment, recreation, or other purpose in which human waste is generated shall be required to connect to the city sanitary sewer system **if a public sewer is available within 150 feet of such structure.**

Therefore, based on the evaluating of the existing public infrastructure conditions (sanitary sewer) as presented in the above section, a variance request for the allowance of the proposed development to utilize a private off-site septic facility (OSSF) is being requested. As mentioned above, the existing site is utilizing a private OSSF; therefore, the request for the allowance and continued use of a private OSSF is desired. It has been determined that the financial cost for a new private system would be approximately \$8,000 and would not be a financial burden for the proposed development.

Public Sewer Main Evaluation

In evaluating and analyzing sewer connections options to connect to a public sanitary sewer system, it was determined that each option creates a significant financial burden on the proposed development. In order for the proposed development to connect to an existing public sewer system via a gravity flow method three existing sanitary sewer system options were determined.

1. Proposed south connection to the existing 8-inch sewer line south of Highway 67
2. Proposed east connection to the 12-inch sewer main located in the right of way of Sunflower
3. Proposed west connection to the existing 6-inch sewer main located between Elwood Court and Edgar Court.

In assessing the above sanitary sewer options, each option was evaluated based on viable option as possible sanitary sewer gravity flow solutions. A south connection option across Highway 67 would require a 200 linear feet sewer main extension that would be required to be installed via the means of a bore installation and it was determined that a proposed extension would cost approximately \$100,000. Whereas, a potential main connection to the east and connecting to an existing 12-inch sewer main within the Sunflower right of way was determined to require 975 linear feet of proposed main installation; and, in addition to the required new pipe infrastructure the acquisition of two sewer main easements for the pipe system would be required. Based on the evaluation, it was determined that an approximate 975 linear feet sewer main extension and the acquisition of two easements would be approximately at \$190,000.

Lastly, a potential west connection to the existing 6-inch sewer main located between Elwood Court and Edgar Court was also evaluated. However, due to the topography of the area and the distance away from the proposed facility it has been determined that the existing 6-inch sewer line is not a viable option based on gravity flow conditions. In understanding the topography issue, the west sanitary sewer line is significantly higher in elevation than the proposed development facility. In viewing topographic maps of the area, the difference in elevation is approximately 10-feet in grade with the existing sewer line being at the higher grade. Therefore, a proposed gravity flow scenario is not a viable or possible option based on the elevation of the sewer line and the topography of the area.



In addition, a fourth option of a lift station was also evaluated to connect to the existing 6-inch sewer main located between Elwood Court and Edgar Court. Based on the installation requirements and the location difference in the existing sewer main and the proposed development, it was determined that an initial installation cost would be roughly \$40,000, with an annual maintenance cost of \$5,000. A breakdown cost analysis of each option evaluated is shown below.

Cost analysis:

I. Proposed gravity sewer main line extension Highway 67 - South direction (via bore installation)

- 200 linear feet of sewer main
- 2 standard manholes
- Engineering design
- TX DOT permit

Approximate Cost – \$100,000

II. Proposed gravity sewer main line extension Sunflower – East direction

- 975 linear feet of sewer main
- 2 standard manholes
- Engineering design
- 2 sanitary sewer easements via private property owners would be required
- TX DOT permit

Approximate Cost – \$190,000

III. Proposed gravity sewer main line extension Elwood Ct/Edgar Ct. – West direction

- Not a viable gravity flow option.

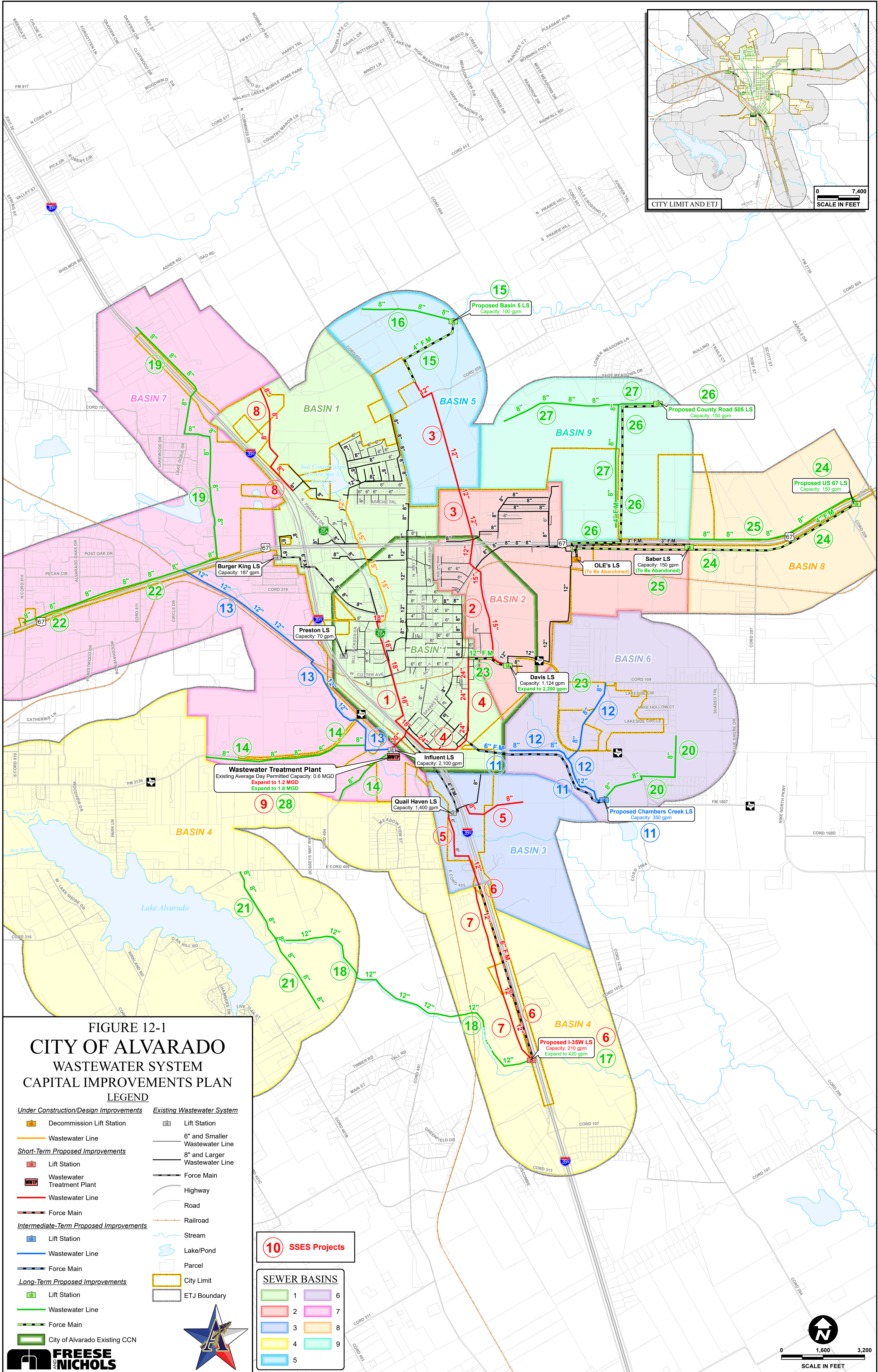
IV. Proposed lift station sewer connection

- 1 standard manholes (tie-in to City system)
- Pump station well
- 1000 linear feet of sewer services
- Engineering design

Approximate Cost – \$40,000 (initial cost)

\$5,000 additional annual maintenance cost

Therefore, based on the above evaluation and analysis, the proposed Advance Career development is requesting a variance authorization to implement the proposed development via a septic system for a time frame of five (5) years. Upon the expiration of the five (5) year time frame, the proposed development would be required to connect to the City's public sanitary sewer system via one of the above methods are a similar public approach.



Sec. 34-130. Sewer improvements.

- (a) All subdivisions shall be provided with an approved sewage disposal system and shall be connected to the city sanitary sewer system, except as provided in subsection (c) of this section.
- (b) The developer shall furnish and install the complete sewer system, including the mains, manholes, cleanouts, Y-branches, and service laterals for all lots, lift stations, and appurtenances. The sewage system shall be designed and constructed in accordance with the master plan and standard specifications of the city.
- (c) In locations where sanitary sewers are not available and where the city council concludes that installation of sanitary sewers is not feasible, on-site septic systems of approved type may be installed in conformity with the rules, regulations, and ordinances of the city, county, and state pertaining to public health. In case of conflict between city, county, and state rules, regulations, and ordinances, the most stringent of said rules, regulations, and ordinances shall prevail. The city council shall grant approval for on-site septic system usage only in those conditions and circumstances in which very low density development can be accommodated or other exceptional circumstances exist. In no case shall on-site septic systems be installed without express approval and inspection by the city.

(Ord. No. 99-029, § 7.5, 4-26-1999)

Sec. 34-165. Water and sanitary sewer.

- (a) *Approved water and sewer system required.* Subdivisions within the city and its extraterritorial jurisdiction shall be provided with an approved water supply and distribution system and with an approved sewage collection and disposal system. An adequate water supply and distribution system and sanitary sewer system, consistent with the master plan for water and sanitary sewer, shall be a condition of plat approval. For development located within the city's ETJ, a water supply and distribution system shall be considered adequate if it is licensed by the state or is a private well as permitted by applicable state regulations. A sewage collection and disposal system for a development located within the city's ETJ shall be considered adequate if it complies with Johnson County regulations governing sewage collection and disposal.
- (b) *Subdivider to provide water and sewer facilities.* The subdivider shall install all water and sanitary sewer facilities needed to serve the development and shall extend all water and sanitary sewer mains and appurtenances necessary to connect the development with the city's water supply and distribution system and with the city's sanitary sewer system.
- (c) *City approval required for water and sewer system extensions.* Extension of water and sanitary sewer lines to serve newly subdivided or platted land shall be authorized by the city only upon determination that all facilities necessary to serve the development are adequate. All extensions of water and sanitary lines must be approved by the city. If alternatives exist as to these extensions, the city shall have the authority to determine the most appropriate alternative. The city shall retain the authority to reject any extension not deemed to be in the best interest of the city.
- (d) *On-site sewer systems.* In locations where sanitary sewers are not available and where there are no immediate prospects for the installation of sanitary sewer, on-site sewer systems of an approved type may be installed in conformity with the rules, regulations, and ordinances of the county. In no case shall on-site sewer systems be installed without expressed approval and inspection by the city.
- (e) *Minimum main sizes.* Sanitary sewer mains shall be a minimum of six-inch lines for residential development and a minimum of eight inch lines for all other development as determined by the city or as required to serve the development. The city may require oversizing in order to serve the remainder of the drainage basin beyond the property being served. Water mains shall be a minimum of six inch lines for residential development and a minimum of eight-inch lines for all other development as determined by the city or as required to serve the development. In addition, the water mains shall be sized in accordance with the water system master plan. All water and sanitary sewer mains shall be extended through the development or across the frontage of the property along streets, alley, or in easements in order to provide service to adjacent property where applicable.
- (f) *Facility locations to conform to master plan.* The location of all water and sanitary sewer lines and appurtenances thereto necessary to serve platted land shall be in accordance with the city's master plan for water and sanitary sewer facilities.
- (g) *City may participate in oversized facility improvements.* The city may participate in any oversized lines required to serve land areas and improvements beyond the subdivision and the terms of such participation shall be approved by the city council.
- (h) *Construction to conform to design standards.* Construction of all water and sanitary sewer facilities required by these regulations shall be in accordance with the requirements and specifications contained in the design standards for the city, the regulations of the state natural resource conservation commission, state water commission, state department of insurance, and the currently adopted International Fire Code, which are incorporated herein by reference and made a part hereof.

-
- (i) *Specifications for materials and workmanship.* The specifications for materials and workmanship shall conform to the Standard Specifications for Public Works Construction, published by the North Central Texas Council of Governments.

(Ord. No. 99-029, § 8.3, 4-26-1999; Ord. No. 2017-008, § 3, 6-19-2017)

§ 40-176. Sewer service required; exceptions.

- (a) It shall be unlawful for the owner or occupant of any building or premises within the city to inhabit, use, or permit anyone else to inhabit or use, said building or premises unless said building or premises is connected with the sanitary sewer system of the city or a septic tank system built according to the specifications of the state department of health and the city.
- (b) It shall be unlawful for any person to install or use a septic tank for private waste disposal within the city limits, except when the structure to be served is more than 150 feet from a public sewer main line and approval to use a septic tank is specifically granted by the city council.
- (c) The owner of any property containing a structure used for human occupancy, employment, recreation, or other purpose in which human waste is generated shall be required to connect to the city sanitary sewer system if a public sewer is available within 150 feet of such structure.

(2008 Code, sec. 51.91)

§ 40-177. Service connections.

Each property owner shall install a sanitary sewer service line at his expense to the city's lateral, in accordance with regulations and subject to the inspection of the city. Each property owner shall thereafter maintain the sewer line to and including the "Y." Should the city's inspection reveal a fault or other deficiency in the line the property owner shall repair the line, at his own expense, within 60 days of receipt notice from the city directing such repair.

(2008 Code, sec. 51.92; Ordinance 2002-043 adopted 8/26/2002)

§ 40-178. Septic tank requirements.

Any septic tank shall be installed in compliance with the provisions of the most recent edition of the Construction Standards for On-Site Sewage Facilities as published by the Texas Department of Health.

(2008 Code, sec. 51.93)

§ 40-179. Stoppage or obstruction of sewer system.

- (a) It shall be unlawful for any person to deposit into the building drainage system or sewer any ashes, cinders, rags, poisonous or explosive liquids, gases, oils, grease or any other material which would or could obstruct, damage, or overload such system or sewer.
- (b) It shall be unlawful for the owner or occupant of any building or premises to use, or permit anyone else to use, said building or premises unless said building or premises shall be connected to a water supply sufficient to ensure that sewer pipes will be kept free from accumulation of select materials and obstructions.

(2008 Code, sec. 51.94)

§ 40-180. Cesspools prohibited.

It shall be unlawful for any person to dig or install any cesspool within the city or repair any existing cesspool.

(2008 Code, sec. 51.95)



City Council Meeting Management Report

Meeting Date: 11/20/23

Contact: John Rodgers, Fire Chief

Phone: 972-814-8845

AGENDA ITEM: Fire Station Renovations

Consideration and action to authorize the Fire Chief to execute contracts with Long Horn Commercial Roofing Company in the amount of \$28,000.00 for roof repair, RDZ Construction, LLC in the amount of \$15,600.00 to replace and repair exterior sheet metal, gutters, trim and base angle, Zavala Painting in the amount of \$10,500.00 for exterior painting of Station 79, The Big Ass Fan Company in the amount of \$10,570.88 to provide and install a 16' industrial ceiling fan for the truck bay area, Texas Overhead Door in the amount of \$11,250.00 for the replacement of (3) remaining bay doors, and Peel Cabinet Company in the amount of \$15,000.00 for construction and installation of (24) bedroom lockers.

BACKGROUND & FINDINGS:

The current fire station was constructed in approximately 1985, with the original metal roof and exterior sheeting still intact. The source of our problem with the roof entails the various screw heads and the disintegration of the associated rubber gaskets for each. In addition, we have eight (8) skylights that are significantly deteriorated. The process that best suits our needs is to first replace all the skylights with solid metal sheeting, and second, cover the entire roof with a silicone based top coat. The process will also include sealing all gaps and protrusions with a trowel-grade seam sealer. This process carries a 20-year warranty. Next, we have numerous pieces of sheet metal on the exterior of the building that needs to be replaced. Included in this quote is cutting the bottom four feet out to expose and replace rotted base angle, replacing all metal, trim, gutters and downspouts. Next, we would like to repaint the exterior of Fire Station 79. The quote includes all prep work, pressure washing, priming and painting of all exterior walls, doors and trim. Next, we have ventilation issues in the truck bay of the fire station. We would like to add a 16' industrial ceiling fan, similar to what is at Old Settlers Pavilion. This work will be done by The BAF Company. Next, to avoid what happened with Bay Door 1, we would like to go ahead and replace the other three bay doors. Last, is to construct new lockers in the dormitory. There will be an individual locker for each firefighter for the purpose of storing uniforms, bedroll, and other personal belongings.

FINANCIAL IMPACT:

These projects combined will cost approximately \$90,920.88.

RECOMMENDATION:

Staff recommends City Council authorize the Fire Chief to execute a contract with Longhorn Commercial Roofing in the amount of \$28,000.00 for roof repair, RDZ Construction, LLC in the amount of \$15,600.00 for sheet metal repair, Zavala Painting in the amount of \$10,500.00 for exterior painting, The BAF Company in the amount of \$10,570.88 for an industrial ceiling fan, Texas Overhead Door in the amount of \$11,250.00 for (3) bay doors, and Peel Cabinets in the amount of \$15,000.00 for (24) bedroom lockers.

MANAGEMENT REVIEW:

Paul DeBuff, City Manager



Dallas / Fort Worth 817-645-5700

Austin 512-271-5909

San Antonio 210-446-3982

Houston 713-391-8444

LOCATIONS



PROJECT:

**ALVARADO
FRIE STATION**

**205 S FRIOU
ST, ALVARADO,
TX 76009**

Chad Edwards



ORIGINAL CONTRACT

Project Information

Longhorn Job No.: 7545

October 19, 2023

Project: **Alvarado Fire Station**

Property Address: 205 S Friou St, Alvarado, TX 76009

Contract sum: **\$28,000** (excludes all applicable state and local sales taxes)
Also, to include a letter of donation in the amount of \$4,344.

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

Owner: John Rodgers, CFE
Alvarado Fire Station
205 S Friou St, Alvarado, TX 76009
rodgersj@cityofalvarado.org

Estimator: Chad Edwards / chad@longhorncr.com

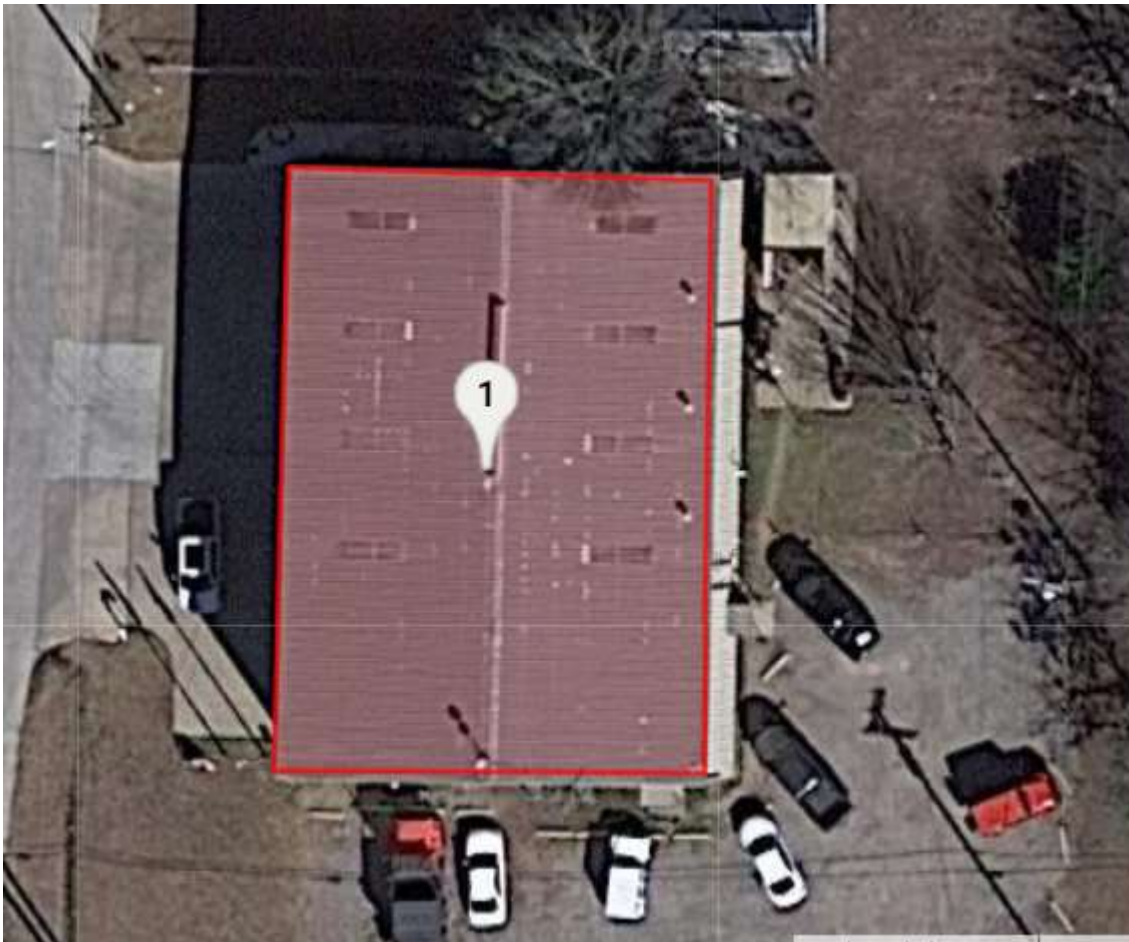


Scope of Work

Roof System: Tropical #924 High Solids Silicone System

Scope of Work for Roof: (area outlined in red.)

1. Clean and prep roof surface for coating
2. Reinforce gaps and protrusions with trowel-grade seam sealer.
3. Coat roof using **TROPICAL SILICONE** Top-Coat in reflective white at a rate of 2.0 gallons per square (100 sq. ft.)
4. Remove 8 skylights, and install R-panel metal roofing material to match, and sealed watertight.



Warranty:

Manufacturer 20YR Manufacturers Warranty, to be issued upon final payment and completion of project.

Safety:

Workers will comply with industry standard safety protocols and O.S.H.A.'s requirements. *As required:* Work area in parking lot will be roped off with safety warning lines/tape for pedestrian and automobile safety (entrances and exits to property will not be affected), and, fall protection warning lines will be installed around roof.

Terms

Payment. Owner will pay to Contractor the following portions of the Contract Sum (along with all applicable state and local sales taxes) according to the following schedule:

- a. **Draw No. 1** for 40% Due upon start of project.
- b. **Draw No. 2** for 60% Due upon completion of project.

Owner agrees to pay Contractor the Contract Sum, disbursed according to the terms set forth above, on or before the tenth business day after Contractor's request for payment is received by the Owner or the Owner's Lender. Owner further agrees to deliver to Contractor, within three business days of Contractor's draw request, written notice of any Work not accepted by the Owner, with specific reasons and reasonable requirements stated for causing the Work to not be accepted.

Change Orders. Contractor is under no duty to make changes under this contract until a mutually agreeable Addendum is approved and signed by both the Contractor and Owner.

Concealed Conditions. Should Contractor encounter Concealed Conditions, the Contract Sum will be equitably adjusted by change order, on claim by either party made within twenty days after notice by Contractor to Owner of the Concealed Conditions. "Concealed Conditions" means preexisting physical conditions, whether concealed or unknown, in an existing structure, at variance with the conditions indicated in this contract or differing materially from those ordinarily encountered and generally recognized as inherent in the Scope of Work.

Default. If one party defaults on their obligations under this contract, and the default is not cured within ten (10) days of written notice specifically describing the default, this Contract may be terminated by written notice from the non-defaulting party to the defaulting party. If termination resulted from an act of default of Owner, Owner will pay to Contractor, within thirty days of written notice from Contractor, an amount equal to all amounts due and owing at the time of the termination, including payment for Changed Work, plus fifty percent (50%) of the remaining Contract Sum in liquidated damages, to compensate Contractor for the lost profit and for the difficulty and burden of locating other work for the Contractor's subcontractors to prevent hardship on them and the loss of loyalty resulting from such hardship. The Owner agrees that Contractor shall be entitled to interest on any outstanding debt at the rate of eight percent (8%) per annum ("Interest").

Agreement of Parties. This contract is the entire agreement of the parties. There are no representations, agreements, or promises between the parties, and neither party is relying on any statements or representations of any agent of the other party, that are not in this contract.

Secured Interest. Owner understands that acceptance of this contract shall require Contractor to order the materials necessary to perform the referenced Scope of Work, some of which materials may be custom ordered and not susceptible to return. Owner further understands that acceptance of this contract shall require Contractor to incur labor charges.

Owner acknowledges and agrees that Contractor shall be entitled to a lien on the Property to secure payment on the balance owed to Contractor, until the balance along with any accrued interest, is paid in full.

Attorney's Fees. If either party retains an attorney to enforce this contract, the party prevailing in litigation is entitled to recover reasonable attorney's fees, court costs, and other related expenses.

Binding Effect. This contract binds, benefits, and may be enforced by the parties and their respective representatives, successors in interest, and, if permitted, their assigns.

Counterparts. If this contract is executed in multiple counterparts, all counterparts taken together will constitute this contract.

Severability. If any provision in this contract is held to be illegal, invalid or unenforceable under present law, such provision shall be fully severable, and this contract shall remain in full force and effect and shall not be affected by illegal, invalid, or unenforceable provisions or by its severance from this contract.

Venue. Venue is proper in the county or counties in which the Property is located and shall be construed and governed in accordance with the laws of the state of Texas.

Notices. Any notice required or permitted under this contract must be in writing and will be deemed to be delivered when deposited with the US Postal Service, certified mail, return receipt requested, and addressed to the intended recipient at the address shown in the Project Information section above.

Acknowledgment

The parties hereby agree to be bound by this contract and shall comply with the terms provided therein.

FIRST CASH FINANCIAL SERVICES, INC.

John Rodgers, Chief

Date

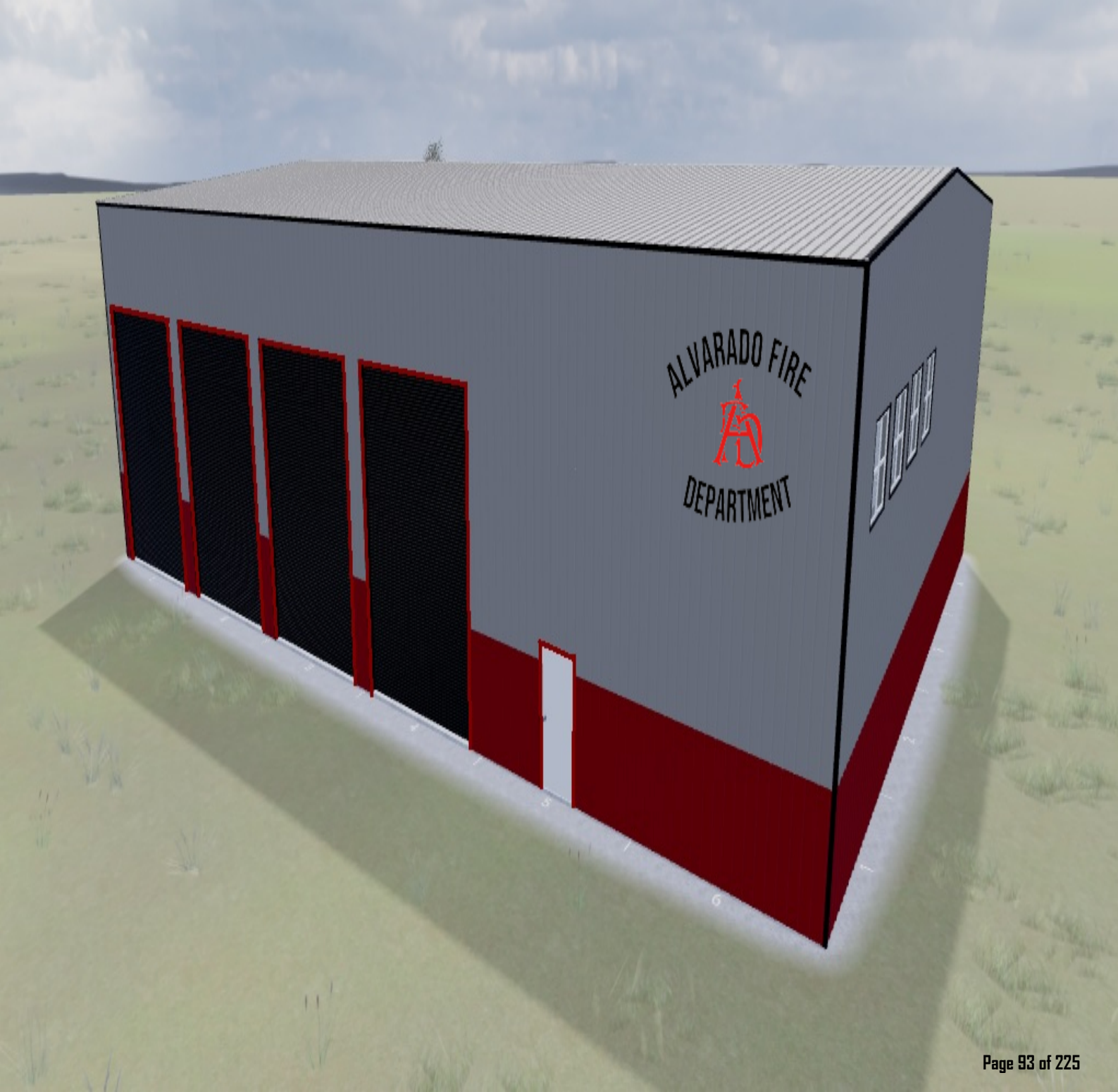
LONGHORN COMMERCIAL ROOFING, LLC

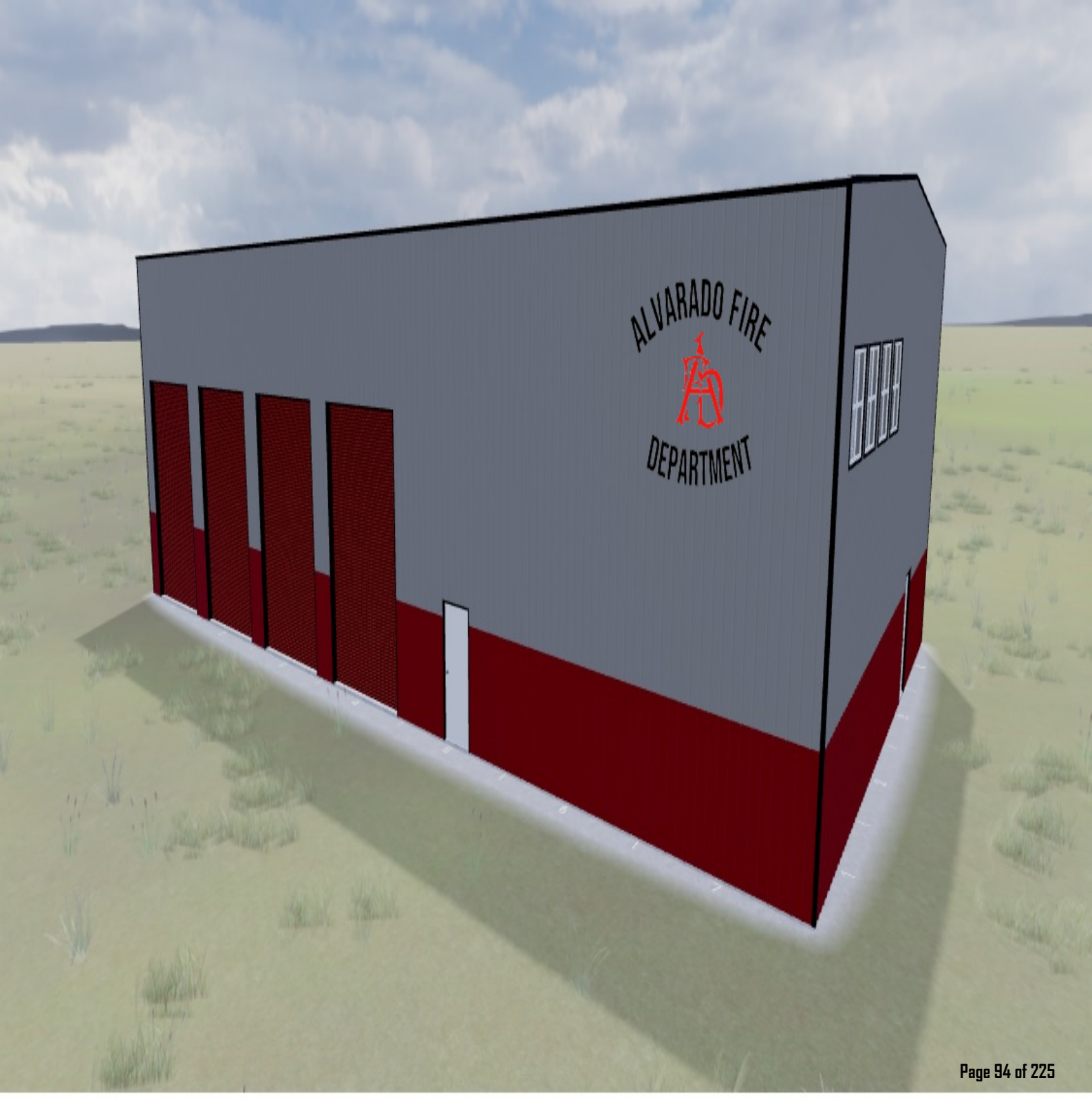
Chad Edwards, President

Date



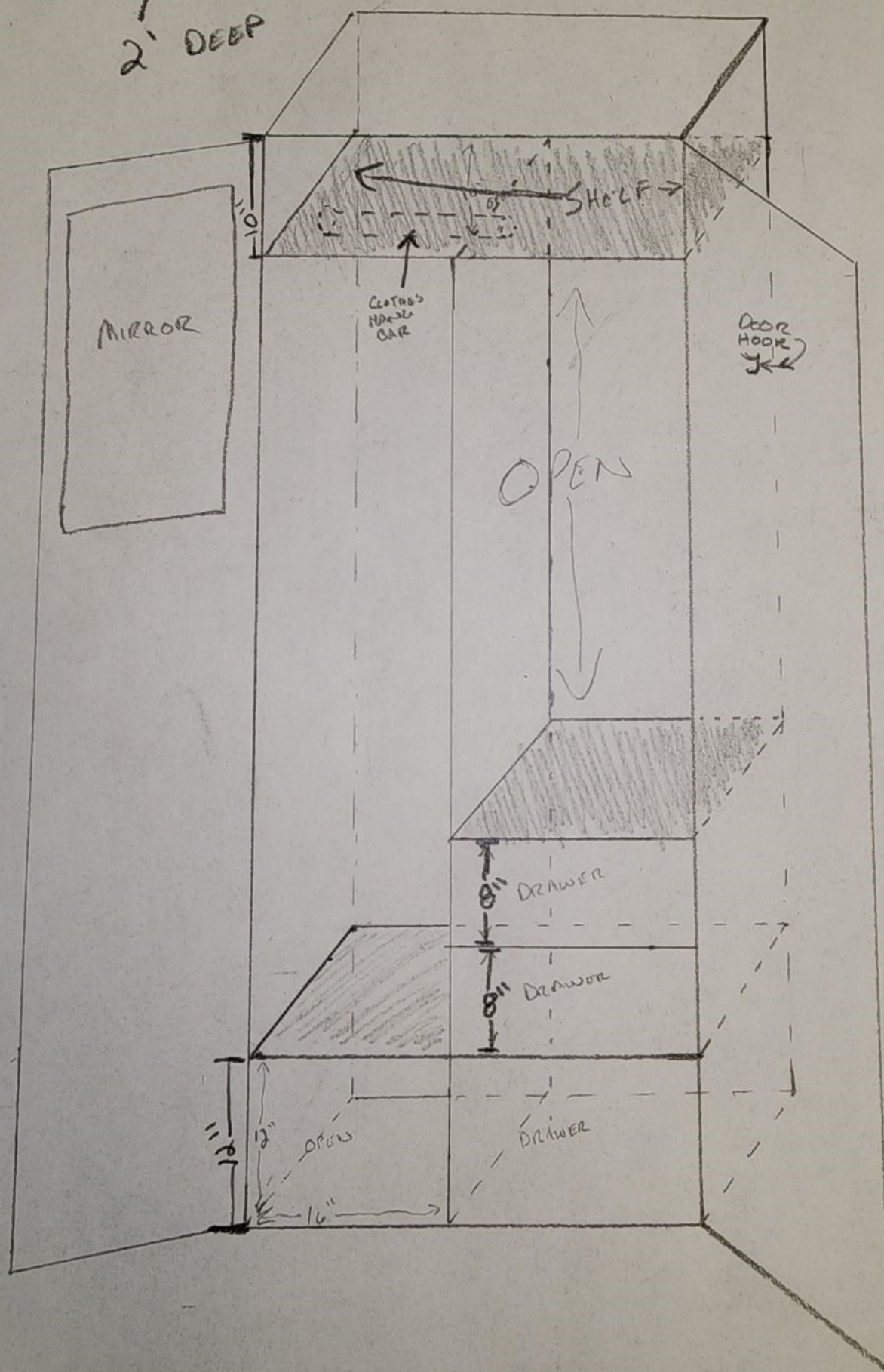






3' WIDE
7' TALL
2' DEEP

1" = 1'





PROPOSAL

ALVARADO FIRE DEPT.
QUOTE NUMBER: 00919577

THE ULTIMATE AIRFLOW SOLUTION

For more than 20 years, Big Ass Fans has set the standard for safer, more comfortable work conditions with airflow products purpose-built to excel in demanding environments. Our fans provide year-round relief from extreme temperatures, making people feel up to 10 °F (6 °C) cooler in summer and effectively circulating heated air in winter.

Engineered for efficient, maintenance-free operation and backed by unbeatable warranties, Big Ass fans deliver powerful airflow that keeps workers refreshed and productive. With a custom solution from Big Ass Fans, your business will reap the rewards of comfort and cost-savings for years.

Contact: Michael Riley

Email: michael.riley@bigassfans.com

Phone: 859-629-7832

(877) 244-3267 | BIGASSFANS.COM

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**EXCEPTIONALLY
ENGINEERED**

Quote Information

Quote Number	00919577	Created Date	10/3/2023
		Expiration Date	10/28/2023
Bill To Name	ALVARADO FIRE DEPT.	Ship To Name	ALVARADO FIRE DEPT.
Bill To:	205 South Friou Street Alvarado, TX 76009 US	Ship To:	205 South Friou Street Alvarado, TX 76009 US
SFDC ID	11028781		

General Information

Sales Rep	Michael Riley	Contact Name	John Rodgers
E-mail	michael.riley@bigassfans.com	Contact Phone	8177908884
Phone	859-629-7832		
Fax	859-233-0139		

Comments

Comments	All fans to include controller with variable speed selector and all mounting brackets. Freight charges are included in the quoted price.* Sales Tax is strictly an estimate and may change based on the shipping address of the order. Lead times are strictly an estimate and may change over time. PLEASE NOTE THAT THE CONTRACTOR IS RESPONSIBLE FOR VERIFYING THE CORRECT DROP TUBE LENGTH AS WELL AS THE CORRECT MOUNTING METHOD FOR FANS PRIOR TO ORDERING *Freight charges are subject to change. **VERY IMPORTANT** Davis /Bacon Act, Prevailing Wage, Union Labor or Certified Payroll requirements not included on quoted installation. Fire relay installation is not included unless specifically noted, but can be quoted upon request. It is the quote recipient's responsibility to inform BAF if any of these apply and to provide a determination of wage. Should the quote recipient/ordering party fail to notify BAF of any such conditions, BAF will not assume any additional charges incurred.
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Sales Tax

Sales Tax is strictly an estimate and may change based on the shipping address of the order; sales tax is also subject to the tax provisions of the "STANDARD TERMS."

Product	Description	Qty	Total Price
Ceiling Fan Kit, Basic 6, 16', 200-240V/1PH, 2.0HP, >725W		1	\$4,917.25
	- Basic 6/PF8/PP8 Standard Industrial Mount Kit, 5-9 7/8" Beam Mount, 5' Extension Tube		
	- Wired Standard Control		
	- Z-Purlin Assembly Kit, clear zinc		
		1	\$5,176.00
	- Industrial Overhead Fan, Standard installation, First Fan, without lift, Zone 1 (AL, AR, FL, GA, KY, LA, MS, NC, NM, OK, SC, TN, TX)		

Subtotal: \$10,093.25

Tax: \$ 0.00

Estimated Shipping: \$477.63

Grand Total: \$10,570.88

STANDARD TERMS - NET 30 DAYS UPON APPROVAL

Shipping and handling is an estimate.

Our proposals include an estimate of applicable itemized sales taxes which Big Ass Fans is legally obligated to collect and remit. The final, actual amount of such taxes would only be known at the time the customer is actually invoiced for the order.

All products are subject to Big Ass Fans return policy. For full details visit bigassfans.com/returns

The Buyer must insure that product specifications are consistent with actual field installation requirements. Big Ass Fans product recommendations are based on product specifications as transmitted to the company. As such, Big Ass Fans is not responsible for inaccuracies between the communicated product specifications and actual field installation requirements. The Buyer of the specified products assumes responsibility for the cost of returning or exchanging specified product where specified product does not meet field requirements.

Any variations to product types or quantities (or omissions of existing light fixtures during the survey process – and now not represented in project) will be considered “add-on” and an additional material requirement. These add-on materials will be priced separately.

Big Ass Fans customers who have been approved for term credit and are invoiced for their orders may pay their invoice through one of our customary term credit payment methods of: Check, money order, wire transfer or ACH payment. Any such term credit approved customers who subsequently elect to pay their term invoice by credit card will also be charged a convenience fee for doing so. The exact amount of the convenience fee will be communicated to the customer before the transaction is processed and the card is charged. The Fee is calculated by multiplying the amount sought to be charged to the credit card by .03. (Fee = .03 x Total Amount Paid). If the customer elects not to pay the convenience fee, the customer may use one of the other payment channels alluded to above, free of charge.

Customer is responsible for paying all applicable state and local transactional taxes resulting from the sale. As a manufacturer of tangible personal property registered to do business in all 50 US States, Big Ass Fans is obligated to collect and remit applicable sales taxes and the transaction will be treated and reported as the sale of tangible personal property sold by a manufacturer.

To the extent that the Buyer takes any contrary position with any taxing authority subsequent to this transaction which results in additional and/or different transaction-based taxes for which Big Ass Fans is responsible, Big Ass Fans reserves the right to apply any sales tax collected to any such additional taxes due and/or invoice the Buyer for any other additional amounts due. Additionally, to the extent that applicable transactional taxes were not collected at the time of sale in reliance upon an Exemption Certificate or other exemption later found to be inapplicable by Big Ass Fans, in the exercise of its sole and absolute discretion, Big Ass Fans will invoice Buyer for any applicable sales or other transactional taxes.

Buyer covenants and agrees to promptly pay any such amounts to Big Ass Fans on the same terms and conditions as any other amounts owed to Big Ass Fans on the applicable Order.

The transaction and contract that is the subject of this Proposal shall be governed by the internal laws of the Commonwealth of Kentucky. Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

Upon sales agreement being signed and submitted, order shipment date changes may not be submitted or changed by the purchasing party within 10 business days of scheduled shipment. Scheduled shipment dates may not be changed within the final 10 business days of a given month. Should a customer require that a shipment date be changed within 10 business days of scheduled shipment or within the final 10 business days of a given month, Big Ass Fans reserves the right to decline the customer's request. Secondly, Big Ass Fans reserves the right to charge a monetary fee for any shipment date change request that falls within the representative windows described above. Reconsignment fees are as follows: \$50 for small diameter fan orders and \$500 for large overhead orders.

Evaporative Cooler (Cool-Space) orders are not able to be canceled outside of the same business day in which purchase has been confirmed. Customer assumes responsibility for all necessary reconsignment fees related to shipping &/or freight charges as a result of canceled orders completed outside of the hours of 8:00AM to 5:00PM EST on the same business day purchase occurs.

This Proposal and its Associated Terms may not be modified or added to, except by a subsequent writing executed by Big Ass Fans.

PURCHASING OR USING ANY OF OUR PRODUCTS & SERVICES INDICATES YOU AGREE WITH OUR [TERMS OF SERVICE](#) AND [PRIVACY POLICY](#). (FOR FULL WARRANTY, TERMS, AND CONDITIONS FOR ALL BIG ASS PRODUCTS, VISIT BIGASSFANS.COM)

Notwithstanding any provision to the contrary, neither party shall be liable to the other party (or any third party) for indirect, consequential, special, incidental, or punitive damages arising from the sale of the products or this agreement. In addition, seller's total aggregate liability under this agreement shall never exceed the value of the purchase order or the previous twelve (12) months of sales hereunder, whichever is less. This provision shall survive the expiration or termination of this agreement.

INTELLECTUAL PROPERTY

Big Ass Fans retains exclusive ownership of all intellectual property rights embodied by and/or associated with the products sold.



CUSTOMER CONTACT INFORMATION

PLEASE CONFIRM AND COMPLETE ALL BILLING AND SHIPPING INFORMATION FOR YOUR ORDER.

ACCOUNTS PAYABLE (BILLING) ADDRESS:

205 South Friou Street, Alvarado, TX, 76009, US

IS THE BILLING ADDRESS ABOVE CORRECT? Y / N

If this address is incorrect, please provide correct information below:

Company Name: _____

Contact Name: _____

Billing Address: _____

City, State, Zip: _____

Email: _____

Phone: _____ DUNS #: _____

SHIPPING ADDRESS:

205 South Friou Street, Alvarado, TX, 76009, US

IS THE SHIPPING ADDRESS ABOVE CORRECT? Y / N

If this address is incorrect, please provide correct information below:

Company Name: _____

Contact Name: _____

Shipping Address: _____

City, State, Zip: _____

Email: _____

Phone: _____

If your organization requires a purchase order, please provide the PO number here: _____
Please provide any available PO documentation to your BAF sales representative.

If this purchase is tax exempt (e.g., 501(c)(3), 509(a), Section 527, registered resellers), you must provide a valid tax exemption certificate to your BAF sales representative.

CLIENT_____
Signature_____
Printed Name_____
Date**BIG ASS FANS**_____
Signature_____
Printed Name_____
Date

BASIC 6[®]

Conquer extreme temperatures and stagnant air with the economical Basic 6. Its durable design and smooth, powerful performance keep challenging work conditions from holding your business down. Backed by Big Ass Fans' world-class customer support and in-field services, Basic 6 is your best entry-level option for airflow that sets your people up for success.



KEY FEATURES

- ▶ **Six aluminum airfoils** with winglets and safety restraints
- ▶ **Sealed helical gearbox** and industrial motor for smooth, durable operation
- ▶ **Machine-cut hub system** evenly distributes load and promotes long life
- ▶ **Redundant safety features** keep workers cool without worry
- ▶ **Variable speed operation** with convenient digital touchscreen controller
- ▶ **Wide airflow coverage** improves existing HVAC efficiency

DIAMETER

8-24 FEET
(2.4-7.3 METERS)

MOTOR

**INDUSTRIAL GRADE
WITH DOUBLE
LIP-SEALED GEARBOX**

MOUNTING

**I-BEAMS, BAR JOISTS,
SOLID BEAMS, AND PURLINS**

WARRANTY

**UP TO
7 YEARS
MECHANICAL**

**UP TO
3 YEARS
ELECTRICAL**

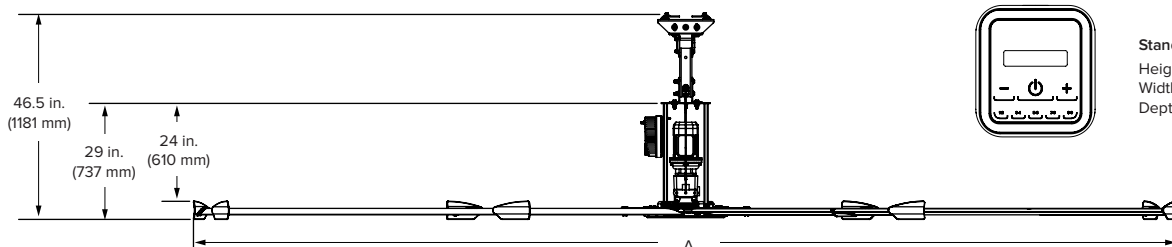
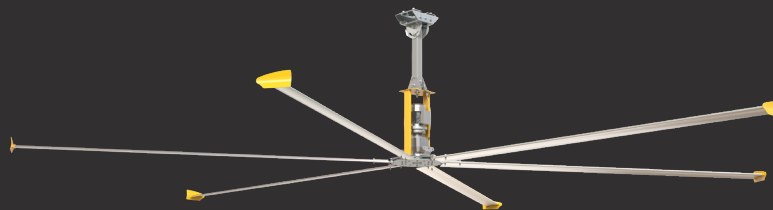


DISCOVER MORE ABOUT BASIC 6

Learn more at bigassfans.com/basic-6
or call **877.BIG.FANS** for a free custom quote.

BASIC 6

MADE TO MOVE AIR, PLAIN AND SIMPLE



Pictured with 1 ft (305 mm) extension tube



Standard Controller
Height: 4.86 in. (123 mm)
Width: 4.54 in. (115 mm)
Depth: 1.3 in. (29 mm)

Technical Specifications

Diameter (A)	Weight ¹	Max Speed	Input Power and Required Breaker	Motor Horsepower	Airfoil Clearances	Max Operating Temperature
8 ft (2.4 m)	124 lb (56.2 kg)	191 RPM	100–125 VAC, 50/60 Hz, 1 Φ, 15 A 200–240 VAC, 50/60 Hz, 1 Φ, 15 A	1.0 hp (0.75 kW)	2 ft (0.6 m) on sides 4 ft (1.2 m) below ceiling	104°F (40°C)
10 ft (3 m)	135 lb (61.2 kg)	148 RPM	200–240 VAC, 50/60 Hz, 3 Φ, 10 A 400–480 VAC, 50/60 Hz, 3 Φ, 10 A			
12 ft (3.6 m)	185 lb (83.9 kg)	135 RPM	200–240 VAC, 50/60 Hz, 1 Φ, 25 A 200–240 VAC, 50/60 Hz, 3 Φ, 15 A 400–480 VAC, 50/60 Hz, 3 Φ, 10 A 575–600 VAC, 50/60 Hz, 3 Φ, 10 A	1.5 hp (1.1 kW)	2 ft (0.6 m) on sides 5 ft (1.5 m) below ceiling	
14 ft (4.3 m)	192 lb (87.1 kg)	110 RPM				
16 ft (4.9 m)	204 lb (92.5 kg)	98 RPM				
18 ft (5.5 m)	210 lb (95.2 kg)	86 RPM				
20 ft (6.1 m)	217 lb (98.4 kg)	76 RPM				
24 ft (7.3 m)	231 lb (104.8 kg)	61 RPM		2.0 hp (1.5 kW)	2 ft (0.6 m) on sides 7 ft (2.1 m) below ceiling	

Construction Features

Airfoils	Motor and Drive ³	Certifications	Mounting	Multi-Point Safety ⁴	Colors
Six patented Powerfoil airfoils (mill finish) Powerfoil winglets eliminate wind noise (BAF yellow)	Industrial-grade motor and gearbox feature inline helical-cut gears for efficient, durable, and reliable operation; lubricated for life with synthetic oil Onboard NEMA 4X VFD eliminates RFI and EMI noise	 UL Standard 507 and CSA Standard 22.2 No. 113	Standard upper mount installs to I-beams and bar joists Optional kits allow for mounting to solid beams and purlins	Double safety cable system, airfoil retainers, hub safety clips, Grade 8 hardware, fire relay, guy wires, and airfoil restraint system	Standard colors are silver and yellow. Individualize your fan with one of our classic color upgrades, or work with our design consultants to create a shade that's all your own.

Standard Controller

Construction	Controls
Made from durable UV-resistant materials Rated IP55 Intuitive touchscreen interface	On/Off and variable speed control Password protection Powered by fan drive

Standard Controller



¹ Weight does not include mount or extension tube.

² Measure the distance from the tip of the winglet to the ceiling or major obstruction.

³ The VFD is not preinstalled on the fan. Mounting the VFD onboard the fan requires field installation.

⁴ Airfoil restraint system comes standard on 20–24 ft (6–7.3 m) fans and is an option for smaller diameter fans. The fire relay must be wired during install if required by local code. Guy wires are included with fans that have extension tubes 4 ft (1.2 m) or longer.

Lead times may vary.
See full warranty for coverage information.



USA
BIGASSFANS.COM
877-244-3267

CANADA
BIGASSFANS.COM
844-924-4277

AUSTRALIA
BIGASSFANS.COM/AU
1300 244 277

SINGAPORE
BIGASSFANS.COM/SG
65 6709 8500

MALAYSIA
BIGASSFANS.COM/SG
603 5565 0888

STANDARD SCOPE OF WORK

Industrial Overhead Fans



This document is a reference tool only. Please consult the installation guide for complete installation instructions and safety guidelines.

GENERAL

- Includes regular working hours from 7 a.m. to 5 p.m., Monday through Friday. After hours charges will apply.
- If applicable, bridge cranes in or near fan installation area must be locked out during fan installation.
- To activate warranty coverage, Check-In and Close-Out forms must be completed and returned to Big Ass Fans.
- Whether provided by Big Ass Fans or the customer, the lift must be an OSHA-approved, two-man scissor lift, unless otherwise specified.
- If the lift is provided by the customer, but is unavailable or in an unsafe condition, Big Ass Fans will order a replacement lift and the customer will be charged for its usage, as well as any resulting downtime.
- Angle iron or other steel added by the installer in commercial or finished (non-industrial) spaces will be painted to match by the installer.
- Wasted trips or delays caused by the customer, including timely access to work area(s), timely delivery of fans to the installers, fan/controller placement indecision, and incomplete customer responsibilities, will result in extra charges.

NOT INCLUDED IN THIS SCOPE OF WORK

- Use of scaffolding, all-terrain lifts, articulated boom lifts, or specialty lifts
- Clean-up or rework of existing electrical infractions
- Additional local disconnecting means adjacent to the fan
- Welding or additional structural reinforcement
- Structural engineering charges
- Fire alarm tie-in at the fire control panel
- Electrical work in EMT or conduit
- Repair/replace any type of fireproofing material
- Removal/reinstallation of ceiling tiles
- Cutting into or repairing finished ceilings
- Relocation of obstacles, such as light fixtures, electrical conduits, gas lines, water lines, sprinkler lines, etc.
- Preliminary work for electrical permit, e.g., layouts or additional visits
- Additional permits other than general electrical permit
- Circuit breaker/bus plug costs exceeding \$300
- Any other requirements beyond details in this Scope of Work

CUSTOMER RESPONSIBILITY — *MUST BE COMPLETED PRIOR TO BIG ASS FANS' ARRIVAL*

- Receive and store the fan shipment in a safe, dry place until installation.
- IF FIRE RELAY INSTALL NOT PURCHASED: Install fire wire per NEC from the fire control panel to the contact relay at the VFD location.
- Final tie-in to the fire panel. The provided relay requires 20–32 VDC to energize.

BIG ASS FANS RESPONSIBILITY

- Obtain all required electrical permits and inspections when quoted.
- Assemble and mount the complete fan kit to the building structure, including safety cables.
- Install wiring per NEC between the power source and the onboard VFD or fan electronics board, not to exceed 250 linear ft (76.2 m) per fan. Install and wire a junction box within 5 ft (1.5 m) of the fan mounting location per NEC.
- PIVOT 2.0: Attach and secure all cage brackets and adjust the pivot joint to the desired fan direction.
- Install the wall-mounted digital controller to an accessible surface (column, concrete wall, or wood) within 150 ft (45.7 m) of the fan, and run the wire connection to the VFD (in EMT conduit to eave height). If BAFCON controller is purchased or supplied, provide NEMA-specified receptacle at the fan controller location for Basic 6 and Powerfoil 8 fans..
- IF FIRE RELAY INSTALL NOT PURCHASED: Install a contact relay at the VFD location. (If fire relay is purchased, refer to the Fire Relay Scope of Work.)
- Fan startup and operational training.

The installation of HVLS fans in buildings equipped with sprinklers, including ESFR sprinklers, shall comply with the following:

- The HVLS fan shall be centered approximately between four adjacent sprinklers.
- The vertical distance from the HVLS fan to sprinkler deflector shall be a minimum of 3 ft (0.9 m).
- All HVLS fans shall be interlocked to shut down immediately upon receiving a water flow signal from the alarm system in accordance with the requirements of NFPA 72.

WARNING: To reduce the risk of electric shock, wiring should be performed by a qualified electrician! Incorrect assembly can cause electric shock or damage the motor and the controller!

WARNING: Fan installation must be in accordance with the National Electrical Code, ANSI/NFPA 70, and all local codes. Failure to comply with these codes could result in personal injury or property damage.

CAUTION: The Big Ass Fans product warranty will not cover equipment damage or failure that is caused by improper installation by customer.

WARNING: The fan should not be installed unless the structure on which the fan is to be mounted is of sound construction, undamaged, and capable of

supporting the loads of the fan and its method of mounting. Verifying the stability of the mounting structure is the sole responsibility of the customer and/or end user, and Big Ass Fans expressly disclaims any liability arising therefrom, or arising from the use of any materials or hardware other than those supplied by Big Ass Fans or otherwise specified in the installation instructions which can be found in the installation manual.

RDZ Construction

QUOTE FROM:**DATE: 10/23/23****RDZ Construction, LLC**

(903) 257-5372

rdzconstruction60@gmail.com

QUOTE FOR:

Alvarado Fire Department

104 West College

Alvarado, TX 76009

rodgersj@cityofalvarado.org

972 814 8845

DESCRIPTION**TOTAL**

Cut bottom 4 feet of existing exterior sheet metal all the way around/all sides and replace sheet metal- red (wainscoting). (This will require for c purlins to be installed so that sheet metal can be secured/screwed on.)	
Replace all gutters, down spouts, rake trim, and corner trim.	
Replace 1"x1" trim around bay/roll up doors	
Replace any base angle that is corroded or damaged	
Anchor/secure base angle on west side (front right corner of building) and any other base angle that needs to be anchored/secured around building	

Special Notes and Terms:**Price includes labor, materials, delivery of materials, trash haul off, taxes.****Thank you.*****Per Chief John- RDZ Construction is able to use the boom lift that fire dept has on site.****TOTAL \$15,600***Quotes are guaranteed for 30 days.*



City Council Meeting Management Report

Meeting Date: November 20, 2023

Contact: Beth A. Walls, HRD/City Secretary

Laura E. Cox, CFO

AGENDA ITEM:

Consideration and action to approve Ordinance 2023-0031 amending Division 2, "City Manager," of Article III, "Officers and Employees," of Chapter 2, "Administration" of the Code of Ordinances of the City of Alvarado.

BACKGROUND & FINDINGS:

The proposed amendments are necessary to align the Code of Ordinances with the City Charter that was passed on May 6, 2023, and declared the City of Alvarado as a Home Rule City. The addition of subsection (C) under Section 2-127 establishing the City Manager's spending authority in an amount up to \$50,000.00 for budgeted expenditures, which is the minimum amount for sealed bidding requirements required by the State of Texas.

FINANCIAL IMPACT:

N/A

RECOMMENDATION:

Staff recommends approval of this item.

MANAGEMENT REVIEW:

Paul DeBuff, City Manager

ATTACHMENTS:

1. Code of Ordinances amendment Ordinance 2023-0031

ORDINANCE NO. _____2023-0031

AN ORDINANCE AMENDING DIVISION 2, “CITY MANAGER,” OF ARTICLE III, “OFFICERS AND EMPLOYEES,” OF CHAPTER 2, “ADMINISTRATION,” OF THE CODE OF ORDINANCES, CITY OF ALVARADO, TEXAS, RELATING TO THE CITY MANAGER’S TERMS OF EMPLOYMENT, SALARY, DUTIES, AND POWERS; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Alvarado, Texas (“City”) is a home rule city acting under its charter adopted by the electorate pursuant to Article XI, Section 5 of the Texas Constitution and Chapter 9 of the Local Government Code; and

WHEREAS, the City Council wishes to amend the provisions of City Code related to the terms of employment, salary, duties, and powers of the City Manager as set out herein.

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

**SECTION 1.
AMENDMENT OF SECTION 2-124.**

Section 2-124, “Form of government,” of Division 2, “City Manager,” of Article III, “Officers and Employees,” of Chapter 2, “Administration,” is amended to read as follows:

“Sec. 2-124. – Form of government.

The city operates under the city manager form of government and the city council shall appoint a city manager.”

**SECTION 2.
AMENDMENT OF SECTION 2-125.**

Section 2-125, “Salary and Terms of Employment Established,” of Division 2, “City Manager,” of Article III, “Officers and Employees,” of Chapter 2, “Administration,” is amended to read as follows:

“Sec. 2-125. – Terms of employment established.

All terms of employment, including salary and other benefits, shall be established pursuant to a mutually acceptable employment agreement.”

SECTION 3.

AMENDMENT OF SECTION 2-126.

Subsection (b) of Section 2-126, "Appointment, Salary, Removal, Bond," of Division 2, "City Manager," of Article III, "Officers and Employees," of Chapter 2, "Administration," is amended to read as follows:

"Sec. 2-126. – Appointment, salary, removal, bond.

- (b) The salary of the city manager shall be set by city council.

*** "

SECTION 4. AMENDMENT OF SECTION 2-127.

Section 2-127, "Duties, Powers," of Division 2, "City Manager," of Article III, "Officers and Employees," of Chapter 2, "Administration," is amended by adding a new subsection (c) to read as follows:

"Sec. 2-127. – Duties, powers.

- (c) The city manager shall have the authority to authorize spending to preserve or protect the public health or safety of the residents of the city in an amount up to \$50,000.00.

***"

SECTION 5. ORDINANCE CUMULATIVE

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

SECTION 6. SEVERABILITY

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.
EFFECTIVE DATE**

This ordinance shall be in full force and effect from and after its passage and publication as required by law, and it is so ordained.

PASSED AND APPROVED by the City Council of the City of Alvarado on this 20 day of November, 2023.

CITY OF ALVARADO

By: _____
Jacob Wheat, Mayor

ATTEST:

Beth A. Walls, City Secretary

**SOAH DOCKET NO. 582-23-21044
TCEQ DOCKET NO. 2023-0650-MWD**

APPLICATION OF INDIE CATCH, LLC FOR TPDES PERMIT NO. WQ0016213001	§ § §	BEFORE THE STATE OFFICE OF ADMINISTRATIVE HEARINGS
--	----------------------	---

SETTLEMENT AGREEMENT

This SETTLEMENT AGREEMENT is made and entered into by and between the City of Alvarado, a home-rule municipality of the State of Texas (“*Alvarado*”), and Indie Catch, LLC, a Texas limited liability company (“*Applicant*”) (Applicant and Avarado are each a “*Party*” and collectively, the “*Parties*”), to be effective as of the date this Settlement Agreement is fully executed (the “*Effective Date*”).

RECITALS

WHEREAS, Applicant has filed an application (“*Application*”) with the Texas Commission on Environmental Quality (“*TCEQ*”) for new Texas Pollutant Discharge Elimination System Permit No. WQ0016213001 to authorize the discharge of treated effluent from a proposed wastewater treatment facility (the “*Proposed WWTF*”);

WHEREAS, the Proposed WWTF will be located 7601 County Road 508 (the “*Property*”);

WHEREAS, the Application was referred to the State Office of Administrative Hearings (“*SOAH*”) for a contested case hearing, and such proceeding was assigned SOAH Docket No. 582-23-21044 (the “*Proceeding*”);

WHEREAS, on August 28, 2023, a SOAH preliminary hearing was convened, and the presiding administrative law judge named Applicant, Alvarado, and the Executive Director of the Texas Commission on Environmental Quality as parties to the Proceeding;

WHEREAS, the Parties have reached an agreement pertaining to the Application and associated Proceeding.

WHEREAS, pursuant to Rule 11 of the Texas Rules of Civil Procedure and SOAH’s procedural rule in 1 Texas Administrative Code (“*TAC*”) § 155.415 (relating to party agreements), no agreement between parties regarding a contested case pending before SOAH will be enforced unless it is in writing; and

WHEREAS, the purpose of this Settlement Agreement is to set forth the terms pursuant to which Alvarado will seek leave to withdraw its status as a party to the Proceeding.

NOW, THEREFORE, the Parties agree as follows:

AGREEMENT

1. **Purpose.** This Settlement Agreement shall be a “party agreement” under 1 TAC § 155.415, regarding the Proceeding, a contested case pending before SOAH.
2. **Alvarado’s Withdrawal from the Proceeding.** Alvarado agrees to file in the Proceeding, not later than October 25, 2023, in accordance with 30 TAC § 80.115(b), a written request seeking leave to withdraw its status as a party thereto.
3. **Applicant’s Obligations.** Applicant agrees to the following:
 - (a) No new manufactured homes sold within the community will have metal siding. Applicant’s business focuses on building new communities with new infrastructure and amenities, new manufactured homes, and maintaining a high-quality setting into the future. Within each community its business plans include the sale of new homes, construction of an amenity center, landscaping the grounds, dedicated green spaces, and a playground. Indie Catch commits under this Agreement to use best efforts, subject to economic conditions, to sell only new homes. In the event, unanticipated, that it becomes necessary for Indie Catch to sell a product other than new homes, Indie Catch agrees it will not sell homes manufactured before 2013, or if any homes were manufactured prior to 2013 then the siding of the home will have been refurbished and not have visible exterior damage or deterioration.
 - (b) Applicant shall grant a non-exclusive 25’ easement in favor of Alvarado for the location and operation of a sewer force main on the western boundary of the Property, at a specific location acceptable to Applicant that will not interfere with Applicant’s entitlements, land plan or anticipated construction, and provided that Alvarado presents such request for easement along with all relevant supporting documents within one year of the effective date of this Agreement. The Parties agree Alvarado will be solely responsible for surveying the easement and preparing and filing all the documents relevant to the easement. Alvarado shall request permission from Applicant to access Applicant’s Property, ten (10) days prior to entering the Property. Applicant will not unreasonably withhold access to the Property, provided however, it does not interfere with Applicant’s intended use, development, lease (if applicable), entitlements, or business in general.
4. **Entire Agreement.** This Settlement Agreement reflects the entire agreement between the Parties, and supersedes all prior and contemporaneous agreements and understandings, both written and oral, between the Parties with respect to the Application, Proceeding, and subject matter hereof.
5. **Amendment.** This Settlement Agreement may be amended or terminated only by an instrument duly executed by both Parties hereto.

6. **Successors and Assigns.** This Settlement Agreement shall bind the Parties and their legal successors but shall not otherwise be assignable by any Party without the prior written consent of the other Party, which consent shall not be unreasonably withheld.
7. **No Third-Party Beneficiaries.** Nothing contained in this Settlement Agreement, either expressed or implied, is intended to confer on any person other than the Parties, or their respective permitted successors, assigns, transferees or delegates, any interests, rights, remedies, obligations or liabilities pursuant to, or by reason of, this Settlement Agreement.
8. **Termination.** This Settlement Agreement shall terminate and be of no further effect if Applicant sells or otherwise assigns its interest in the Property to a third party, provided that Applicant shall satisfy its obligations pursuant to Paragraph 3(b) regardless of any such termination.
9. **Binding Effect.** All of the respective obligations of each of the Parties hereto shall bind that Party and shall apply to and bind any successors or assigns of that Party.
10. **Enforceability.** The Parties agree that this Settlement Agreement constitutes the legal, valid, and binding obligation of each Party hereto, enforceable in accordance with its terms, and that each Party is entering into this Settlement Agreement in reliance upon the enforceability hereof.
11. **Governing Law/Venue.** This Settlement Agreement shall be governed, construed, and interpreted in accordance with the Constitution and laws of the State of Texas. All acts required or permitted to be performed hereunder are performable in Johnson County, Texas, and actions taken by either Party in connection with this Settlement Agreement shall be deemed to have occurred in Johnson County, Texas. It is agreed that any civil action brought to enforce or construe the terms or provisions hereof or to enjoin or require the performance of any act in connection herewith, shall be brought in a court of competent jurisdiction sitting in Johnson County, Texas.
12. **Severability.** In the event one or more of the provisions contained in this Settlement Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Settlement Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
13. **Change in Law & Compliance with Laws.** Any alterations, additions, or deletions to the terms of this Settlement Agreement that are required by changes in federal or state law or regulations are automatically incorporated into this Settlement Agreement without written amendment hereto and shall become effective on the date designated by such law or regulation.
14. **Further Assurances.** Each Party agrees to do all acts and things, and to execute and deliver such further written instruments, as may be from time to time reasonably required to carry out the terms and provisions of this Settlement Agreement.

15. Time. Time is of the essence in the performance of this Settlement Agreement.

16. No Implied Waiver. Any failure by a Party hereto to insist, or any election by a Party hereto not to insist, upon strict performance by the other Party of any of the terms, provisions, or conditions of this Settlement Agreement shall not be deemed to be a waiver thereof or of any other term, provision, or condition hereof, and such Party shall have the right at any time or times thereafter to insist upon strict performance of any and all of the terms, provisions, and conditions hereof.

17. Recitals. The above recitals are true and correct and are incorporated into this Settlement Agreement for all purposes.

18. Multiple Originals. This Settlement Agreement may be executed in any number of counterparts, each of which shall be, for all purposes, deemed to be an original, and all such counterparts shall together constitute and be one and the same instrument.

19. Authority. The Parties represent and warrant that the individuals named below are duly authorized to execute this Settlement Agreement on behalf of their respective Party.

IN WITNESS WHEREOF, the Parties have executed this Settlement Agreement in multiple copies, each of which shall constitute an original, effective on the Effective Date, on the dates set forth below.

CITY OF ALVARADO, a home-rule municipality
of the State of Texas

By: _____

Date: _____

Indie Catch, a Texas limited liability company

By: _____

Date: _____



City Council Meeting Management Report

Meeting Date: *20 November 2023*

Contact: *Teddy May, Chief of Police*

Phone: *972-921-4412*

AGENDA ITEM:

Consideration and action to accept bid for police department renovations.

BACKGROUND & FINDINGS:

1 bid was received in response to the RFP:

Acumen Enterprises, INC. - \$417,476.00

FINANCIAL IMPACT:

The approved budget for the renovation was \$300,000. The bid is \$117,000.00 over the approved budget.

RECOMMENDATION:

Prior to the RFP, the Police Department solicited bids from three contactors:

PRG - \$623,207.00

Renew Builds LLC - \$583,511.00

Loftin Construction - \$266,583.60

Due to the large disparity between the low bid and the other bids, an RFP was created that detailed the scope of the proposed construction. We believe that the Acumen bid is a fair bid for the proposed work ance.

MANAGEMENT REVIEW:

Teddy May, Chief of Police

CONSTRUCTION PROPOSAL

Loftin Construction | 8530 FM 3136 | Alvarado, TX 76009

817.715.4494 | jimloftinconstruction@gmail.com

CUSTOMER

Alvarado Police Department

ESTIMATE NO

cp23.025

DATE

6/23/2023

ADDRESS

600 South Parkway

CITY/STATE/ZIP

Alvarado, TX 76009

PHONE

817

E-MAIL

mayt@cityofalvarado.org

PREPARED BY:

Jim Loftin

ATTENTION

Chief Ted May

PAYMENT TERMS

TBD

QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
1	General Conditions	\$5,000.00	\$5,000.00
1	Framing material	\$18,000.00	\$18,000.00
1	Framing labor	\$12,196.00	\$12,196.00
1	Plumbing (labor & materials)	\$29,242.00	\$29,242.00
1	Electrical (labor & materials)	\$12,273.00	\$12,273.00
1	HVAC (labor & materials)	\$31,157.00	\$31,157.00
1	Fire sprinklers	\$35,000.00	\$35,000.00
1	Insulation (labor & materials)	\$10,210.00	\$10,210.00
1	Sheetrock, tape, bed, texture (labor & materials)	\$15,368.00	\$15,368.00
1	Paint (labor & materials)	\$9,700.00	\$9,700.00
1	Cabinets (labor & materials)	\$8,600.00	\$8,600.00
1	VCT flooring (labor & materials)	\$7,747.00	\$7,747.00
1	Carpet (labor & materials)	\$9,747.00	\$9,747.00
1	Catwalk (fabrication & installation)	\$3,000.00	\$3,000.00
1	Hardware (labor & materials)	\$1,143.00	\$1,143.00
1	Doors (labor & materials)	\$8,570.00	\$8,570.00
1	Lockers (labor & materials)	\$3,500.00	\$3,500.00
1	Final clean	\$1,700.00	\$1,700.00

SUBTOTAL **\$222,153.00**

FEE % **20%**

FEE TOTAL **\$44,430.60**

OTHER

TOTAL **\$266,583.60**

THIS PROPOSAL INCLUDES THE CONDITIONS NOTED:

This is a cost plus proposal extending all cost forward to the owner with no markup. My fee is based on a percentage of construction. This is not the final price of the project. The project could incur approved change orders, labor overages and omissions that would need to be accounted for at the time of occurrence.

Sign Here to Accept Quote:

Authorized Rep Alvarado Police Department

Date

General Contractor Jim Loftin

Date

TERMS & CONDITIONS

Owner may make changes consisting of alterations to or omissions from the work and the total contract price will be adjusted accordingly.

Contractor shall not be required to perform changed or additional work without written authorization.

This entire agreement represents the entire understanding of the parties. There are no oral agreements, understandings, or representations made by any party to this agreement that are not expressly stated herein. This agreement shall be governed by the State of Texas.

MEDIATION

Mediation is a voluntary dispute resolution process in which the parties to the dispute meet and with an impartial third party called a mediator, who helps resolve the dispute informally. Mediators facilitate the resolution of disputes but cannot impose Binding decisions. The parties to the dispute must agree before any settlement is binding. If a dispute arises between the parties with respect to any matter arising out of or relating to this agreement or the breach thereof, the parties agree to negotiate in good faith in an effort to resolve any dispute related to this contract or breach thereof that may arise between the parties.

ARBITRATION

All parties agree to settle any dispute regarding damages, quality of materials, or workmanship through binding arbitration under the Construction Industry Rules of the American Arbitration Association.

The parties waive the right to sue, and the award rendered by the arbitrator shall be final and any court having jurisdiction may enter judgment.

Pro Reno Group, LLC
 4528 S. Interstate 35W
 Alvarado, TX 76009-6374
 +1 8176826685
 info@prorenogroup.com
 www.prorenogroup.com



Estimate

ADDRESS

Lt. Ben Moore
 Alvarado Police Dept.
 600 South Parkway Dr.
 Alvarado, TX 76009

ESTIMATE # 2388

DATE 06/26/2023

EXPIRATION DATE 06/26/2023

ACTIVITY	QTY	RATE	AMOUNT
Framing/ Drywall/ Painting Purchase all related materials and supplies typically required to frame walls including: fasteners, connectors and dimensional lumber for openings. Basic labor to frame wall with favorable site conditions. Layout, fabricate and install wood framed wall with studs spaced 16" on center. Includes double top plate, 2x12's for first floor ceilings to accomade 2nd floor framing and treated bottom plate, blocking. Includes planning, equipment and material acquisition, area preparation and protection, setup and cleanup. Install 23/32" tongue and groove OSB subfloor. Quantity includes typical waste overage. Layout, fabricate and install subfloor over existing joists. Glue and screw tongue and grove subflooring with manufacturer recommended spacing. Includes 1 cutout per 100 SF. Add batt insulation to walls, R19 fiberglass. Add batt insulation to ceilings, R30 fiberglass Energy star rated. R3-R4 per inch for friction fit installation between common framing. Materials include: insulation, fasteners, vent flow baffles and sealing tape. Install paper faced 5/8" thick gypsum board walls. Install paper faced 1/2" thick gypsum board ceilings. 4' x 8' sheets. Green rock to be used in wet areas. Hang sheetrock with favorable site conditions. Layout, fabricate and fit drywall sheets with up to 1 cutout per 100 SF. Secure to framing per manufacturer specifications. Materials include: Drywall, fasteners, seam tape, outside corner beads and topping compound. Texture walls and ceilings. Lightly sand drywall. Mix texturing compound. Shoot compound onto drywall. Knockdown / roll / finish texture. All supplies typically required to texture walls and ceilings. Prime and paint drywall, roll and edge brush 1 coat of primer and 2 finish coats of paint on all textured drywall. Prime and paint all trim, 1 coat primer	1	209,269.00	209,269.00

Pricing and availability subject to change due to market fluctuations

Pricing on invoice is based on each activity and is inclusive. Leaving any activity out can change price

ACTIVITY	QTY	RATE	AMOUNT
----------	-----	------	--------

and 2 finish coats.

Electrical

1 134,326.00 134,326.00

MAIN SERVICE

Build new 600 amp service adjacent to existing 400 amp service with Oncor furnished Transocket. This will require relocating existing A/C unit for clearance. Furnish and install gutter with tap blocks and wire from 600 amp fused main disconnect, (5) 200 amp fused disconnects fed from 600 amp disconnect via gutter taps keeping within the 10' tap rule. Furnish and install conduit and wire as needed to feed existing (3) 200 amp loadcenters and 2 new 200amp loadcenters.

Shut down and scheduling with Oncor to swap from old service to new.

LIGHTING

1. Lighting GYM: Furnish and install (9) 2x2 flat panel led fixtures with sheetrock trim kit, (2) fan rated ceiling boxes, (2) 3-way switches at each door (1) switch for fans adjacent to corridor door. Install exit/emergency combo light above corridor door.
2. Lighting Patrol Room: Install (9) 2x2 flat panel led fixtures with sheetrock trim kit, (2) fan rated ceiling boxes, (2) 3-way switches at each door for lighting, (1) switch for fans, Install exit/emergency combo light above exterior door
3. Corridor Lighting 1st Floor: (3) 2x2 flat panel led fixtures with sheetrock trim kit, exit light above double doors pointing to Patrol Room, emergency light in corridor on wall across from double doors, and 3-way switches for corridor lights at GYM door and Garage door locations
4. Garage Lighting: Install (3) halo fixtures in Garage area, 3-way switches for high bay halo fixtures, exit/emergency combo light on wall pointing to corridor door, exit light above door going into corridor, and an emergency light above door at cat walk.
5. Corridor Lighting 2nd Floor: (7) 2x2 flat panel led fixtures with sheetrock trim kit, exit light above door to cat walk, exit/emergency combo light on wall adjacent to cat walk exit door pointing to door, emergency light between two offices in corridor, light switch adjacent to corridor cat walk exit door,
6. Storage closet Lighting: (1) 2x2 flat panel led fixtures with sheetrock trim kit, and a light switch adjacent to closet door.
7. Office Lighting: Install (2) 2x4 flat panel led fixtures with sheetrock trim kit in each of (3) offices, fan rated box in each office, light switch and ceiling fan switch adjacent to the doors.
8. Women's Locker Room/Restroom Lighting: (2) 2x2 flat panel led fixtures with sheetrock trim kits, (2) 2x4 flat panel led fixtures with sheetrock trim kits, (1) led disk light in shower, (1) emergency light in restroom, (1) emergency light in locker entrance area, install box for vanity light over sink, (2) switches adjacent to door for lighting and exhaust fan, and (2) switches adjacent to restroom door for lights and exhaust fan
9. Men's Locker Room/Restroom Lighting: (2) 2x2 flat panel led fixtures with sheetrock trim kits, (2) 2x4 flat panel led fixtures with sheetrock trim kits, (1) led disk light in shower, (1) emergency light in restroom, (1) emergency light in locker entrance area, install box for vanity light over sink, (2) switches adjacent to door for lighting and exhaust fan, and (2) switches adjacent to restroom door for lights and exhaust fan
11. Conference Room Lighting: (4) 2x2 flat panel led fixtures with sheetrock trim kits, fan rated box for ceiling fan, switch for fan, and dimmer for lights.

POWER

Power GYM: (7) outlets with (2) circuits

Pricing and availability subject to change due to market fluctuations

Pricing on invoice is based on each activity and is inclusive. Leaving any activity out can change price

ACTIVITY	QTY	RATE	AMOUNT
Power Patrol Room: (2) outlets (one above work space and one below work space) at (4) work spaces. Total of (2) circuits for work spaces, outlet on wall behind table, (2) outlets on countertop, (1) outlet behind refrigerator. Total of (2) circuits for this wall Power Garage Area: (2) outlets in Garage Area on one circuit Power Corridor 1st Floor Outlet: Install one outlet in corridor to circuit in garage. Power Corridor 2nd Floor Outlets: (3) outlets in corridor 2nd Floor one circuit Power 2nd Floor Offices: Install (4) outlets in each office with each having own dedicated circuit. Power Conference Room: (5) outlets in Conference Room dedicated circuit. Power Women's Locke			
HVAC 1-5 ton Lennox heat pump with 15kw heat 230 volt 1 phase. 1-4 ton Lennox heat pump with 15kw heat 230 volt 1 phase. 1-3.5 ton Lennox heat pump with 15kw heat 230 volt 1 phase. 3-Programmable thermostats. 4-75 CFM exhaust fans. Supply and return air grilles will be in the ceiling or on the sidewall. Supply duct work will be flex with R8 insulation. Return duct work will be flex with R8 insulation. Supply and return plenum will be sheet metal. Fresh air will be vented through the wall. Exhaust fans will be mounted above the ceiling and vented through the wall. Drain lines will be run to the bathroom sink or mop sink. The entire 1st floor will be conditioned by one unit. OPTIONAL: Because a typical gym will have odors, we would recommend a Global Plasma Solution cold plasma generator that will help eliminate the odors while also sanitizing the entire area. Add \$3,400.00 plus tax for this to be installed with the 1st floor air handler.	1	44,093.00	44,093.00
Plumbing Add a sink, shower and commode in the 2 bathrooms with an electric water heater in the ceiling above the bathroom. There will be a grinder pump in the back of the building with the sewer and water lines running around the building to tie into the existing lines in the front of the building. Excavate a trench through dirt, rock, asphalt, and or concrete. Backfill dirt, rock, asphalt, and or concrete, in the drive to install the sewer and water lines. The fixtures will be of a midgrade quality. Any line painting that may be required.	1	121,847.00	121,847.00
Finishes Install Hardie Board floor to ceiling in showers. Add a threshold and shower pan. Seal all penetrations with Red Guard. Install tile on shower walls (floor to ceiling), mosaic shower floor. Set new tile floor, 4" cove base, vanities, full length mirrors, and lockers. Install doors, (to match existing) door hardware (to match existing) trim, LVT flooring, baseboards. Install or place furniture, counter tops, and lockers.	1	98,632.00	98,632.00
Labor Structural steel erection. (Catwalk/ 2nd floor) Construct and install catwalk from existing staircase to new second story addition using channel iron, diamond plate, and hand rail to match existing. Tied into 2x12 floor joists and painted to match existing.	1	6,540.00	6,540.00
Project Management Materials Acquisition Jobsite mobilization /acquisition / management / administration	1	8,500.00	8,500.00

Pricing and availability subject to change due to market fluctuations

Pricing on invoice is based on each activity and is inclusive. Leaving any activity out can change price

All cost to acquire or purchase a permit, furniture and lockers will be the responsibility of the Alvarado Police Department. All other labor, materials, and haul-off to be provided in this Estimate by PRG.

TOTAL

\$623,207.00

Accepted By

Accepted Date

****Pricing and availability subject to change due to market fluctuations****

****Pricing on invoice is based on each activity and is inclusive. Leaving any activity out can change price****

ESTIMATE

Renew Builds LLC
8000 E FM 917
Alvarado, TX 76009

info@renewbuildsllc.com
+1 (682) 429-8360



Ben Moore

Bill to	Ship to	Estimate details
Ben Moore Alvarado Police Department 600 South Parkway Dr. Alvarado, TX 76009	Ben Moore Alvarado Police Department 600 South Parkway Dr. Alvarado, TX 76009	Estimate no.: 1013 Estimate date: 06/28/2023

Product or service		Amount
1.	Labor Labor to frame interior walls, blocking, floors, ceilings, and doorways. Install treated lumber on the concrete, dimensional lumber of 2x4, 2x6, and 2x12 with studs spaced 16" on center. Build and install a steel catwalk from existing stairs to new second floor addition. Design, built, and painted to match existing stairs. Install paper faced fiberglass insulation in walls and ceilings. Glue and screw T&G OSB subfloor over joists. Install 4x8 sheetrock to all interior walls and ceilings. Green Rock will be installed in areas that have moisture present. Tape and bed all seams and corners. Texture walls and ceilings with knockdown. Prime and paint sheetrock, with 1 coat primer and 2 finish coats. Install prefab fiberglass shower inserts. Install tile floor, 4" rubber cove base, vanities, customer supplied lockers, and full length mirrors. Install doors, hardware, and trim. LVT flooring and baseboards to be installed in all other locations. Placement of all customer supplied furniture.	1 unit × \$323,187.00 \$323,187.00
2.	Labor HVAC 1-5 ton Lennox heat pump with 15kw heat 230 volt 1 phase. 1-4 ton Lennox heat pump with 15kw heat 230 volt 1 phase. 1-3.5 ton Lennox heat pump with 15kw heat 230 volt 1 phase. 3-Programmable thermostats. 4-75 CFM exhaust fans. Supply and return air grilles will be in the ceiling or on the sidewall. Supply duct work will be flex with R8 insulation. Return duct work will be flex with R8 insulation. Supply and return plenum will be sheet metal. Fresh air will be vented through the wall. Exhaust fans will be mounted above the ceiling and vented through the wall. Drain lines will be run to the bathroom sink or mop sink.	1 unit × \$44,093.00 \$44,093.00
The entire 1st floor will be conditioned by one unit. Because a typical gym will have odors, we would recommend a Global Plasma Solution cold plasma generator that will help eliminate the odors while also sanitizing the entire area. Add \$3,600.00 for this to be installed with the 1st floor air handler.		
3.	Electrical	1 unit × \$134,326.00 \$134,326.00

1. Main Service a. Build new 600 amp service adjacent to existing 400 amp service with Oncor furnished Transocket Will require relocating existing A/C unit for clearance b. Furnish and install gutter with tap blocks and wire from 600 amp fused main disconnect c. Furnish and install (5) 200 amp fused disconnects fed from 600 amp disconnect via gutter taps keeping within the 10' rule d. Furnish and install conduit and wire as needed to feed existing (3) 200 amp loadcenters Shut down and scheduling with Oncor to swap from old service to new e. Furnish and install conduit and wire as needed for (2) new 200amp loadcenters				
4. Electrical	1 unit x \$0.00			\$0.00
2. Lighting GYM				
a. Furnish and install (9) 2x2 flat panel led fixtures with sheetrock trim kit in GYM				
b. Install (2) fan rated ceiling boxes in GYM (ceiling fans provided by owner)				
c. Install (2) 3-way switches at each door of GYM for lighting				
d. Install (1) switch for fans in GYM adjacent to corridor door				
e. Install exit/emergency combo light above corridor door in GYM				
3. Lighting Patrol Room				
a. Furnish and install (9) 2x2 flat panel led fixtures with sheetrock trim kit in Patrol Room				
b. Install (2) fan rated ceiling boxes in Patrol Room (ceiling fans provided by owner)				
c. Install (2) 3-way switches at each door of Patrol Room for lighting				
d. Install (1) switch for fans in Patrol Room adjacent to corridor door				
e. Install exit/emergency combo light above exterior door in Patrol Room				
4. Corridor Lighting 1st Floor				
a. Furnish and install (3) 2x2 flat panel led fixtures with sheetrock trim kit in Corridor 1st Floor				
b. Furnish exit light above double doors pointing to Patrol Room				
c. Furnish and install emergency light in corridor on wall across from double doors to Patrol Room				
d. Install 3-way switches for corridor lights at GYM door and Garage door locations				
5. Garage Lighting				
a. Furnish and install (3) halo fixtures in Garage Area				
b. Install 3-way switches for high bay halo fixtures				
c. Install exit/emergency combo light on wall pointing to corridor door				
d. Install exit light above door going into corridor				
e. Install emergency light above door at cat walk				
6. Corridor Lighting 2nd Floor				
a. Furnish and install (7) 2x2 flat panel led fixtures with sheetrock trim kit in Corridor 2nd Floor				
b. Furnish exit light above door to cat walk				
c. Install exit/emergency combo light on wall adjacent to cat walk exit door pointing to door				
d. Furnish and install emergency light between two offices in corridor				
e. Install light switch adjacent to corridor cat walk exit door				
7. Storage closet Lighting				
a. Furnish and install (1) 2x2 flat panel led fixtures with sheetrock trim kit in Storage Closet				
b. Install light switch adjacent to closet door				
8. Office Lighting				
a. Furnish and install (2) 2x4 flat panel led fixtures with sheetrock trim kit in each of (3) offices				
b. Install fan rated box in each of (3) offices (fans provided by owner)				
c. Install light switch and ceiling fan switch adjacent to (3) office doors				
9. Women's Locker Room/Restroom Lighting				
a. Furnish and install (2) 2x2 flat panel led fixtures with sheetrock trim kits				
b. Furnish and install (2) 2x4 flat panel led fixtures with sheetrock trim kits				
c. Furnish and install (1) led disk light in shower				
d. Furnish and install (1) emergency light in restroom				
e. Furnish and install (1) emergency light in locker entrance area				
f. Install box for vanity light over sink (light fixture provided by owner)				
g. Install (2) switches adjacent to door for lighting and exhaust fan				
h. Install (2) switches adjacent to restroom door for lights and exhaust fan				
10. Men's Locker Room/Restroom Lighting				
a. Furnish and install (2) 2x2 flat panel led fixtures with sheetrock trim kits				
b. Furnish and install (2) 2x4 flat panel led fixtures with sheetrock trim kits				
c. Furnish and install (1) led disk light in shower				
d. Furnish and install (1) emergency light in restroom				
e. Furnish and install (1) emergency light in locker entrance area				

- f. Install box for vanity light over sink (light fixture provided by owner)
- g. Install (2) switches adjacent to door for lighting and exhaust fan
- h. Install (2) switches adjacent to restroom door for lights and exhaust fan
- 11. Conference Room Lighting
 - a. Furnish and install (4) 2x2 flat panel led fixtures with sheetrock trim kits
 - b. Install fan rated box for ceiling fan (fan provided by owner)
 - c. Install Switch for fan
 - d. Install dimmer for lights

5. Electrical	1 unit × \$0.00	\$0.00
12. Power GYM		
a. Install (7) outlets in Gym with (2) circuits		
13. Power Patrol Room		
a. Install (2) outlets (one above work space and one below work space) at (4) work spaces		
Total of (2) circuits for work spaces		
b. Install outlet on wall behind table		
c. Install (2) outlets on countertop		
d. Install (1) outlet behind refrigerator		
Total of (2) circuits for this wall		
14. Power Garage Area		
a. Install (2) outlets in Garage Area on one circuit		
15. Power Corridor 1st Floor Outlet		
a. Install one outlet in corridor to circuit in garage, see 14 a.		
16. Power Corridor 2nd Floor Outlets		
a. Install (3) outlets in corridor 2nd Floor one circuit		
17. Power 2nd Floor Offices		
a. Install (4) outlets in each office with each having own dedicated circuit		
18. Power Conference Room		
a. Install (5) outlets in Conference Room dedicated circuit		
19. Power Women's Locker Room/Restroom		
a. Install GFCI outlet adjacent to sink on dedicated circuit		
b. Install (2) GFCI outlets above counter top on one circuit		
20. Power Men's Locker Room/Restroom		
a. Install (1) GFCI adjacent to sink		
b. Install GFCI on wall adjacent to wall mirror		
One circuit for both of these outlets		
21. Power Mechanical/Plumbing		
a. Run conduit and wire as needed for each air handler and condenser (3 each)		
b. Disconnects for condensers (3)		
c. Run conduit, wire and disconnect for sewage pump (disconnect mounted on exterior wall)		
120volt Plumber to provide pump and what he needs to hook up to disconnect		
d. Install GFCI weatherproof covered outlet within 25' of new condenser units for servicing		
{Grouped Together at One Location} nearest circuit available		

6. Labor	1 unit × \$81,905.00	\$81,905.00
PLUMBING		
Add a sink, shower, and commode in the 2 bathrooms with an electric water heater in the ceiling above the bathroom.		
There will be a grinder pump in the back of the building with the sewer and water lines running around the building to tie into the existing lines in the front of the building. Add backflow preventers or meters. Trench dirt, rock, asphalt, or concrete to install the sewer and waterlines. This estimate is to complete the job according to the state and local plumbing codes. The fixtures will be of mid grade quality.		

Total	\$583,511.00
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Note to customer

This Estimate includes materials, labor, trash removal. Does not include lockers or furniture.



- CONSTRUCTION LEGEND**
- DEMOLISHED WALL LOCATION
- ===== EXISTING WALL
- ===== NEW FULL-HEIGHT GYP. BOARD PARTITION
- ===== 6" W WET WALL
- ELEVATION MARKER
- DRAWING NUMBER
- SHEET NUMBER
- # KEYNOTE REFERENCE, REFER LIST ABOVE

ALVARADO POLICE DEPARTMENT
600 SOUTH PARKWAY
ALVARADO, TX 76009

evisions

Issue

FOR PRICING

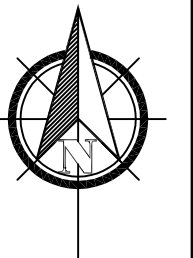
date
03.24.2023

scale
1/4" = 1'-0"

CONSTRUCTION
PLANS

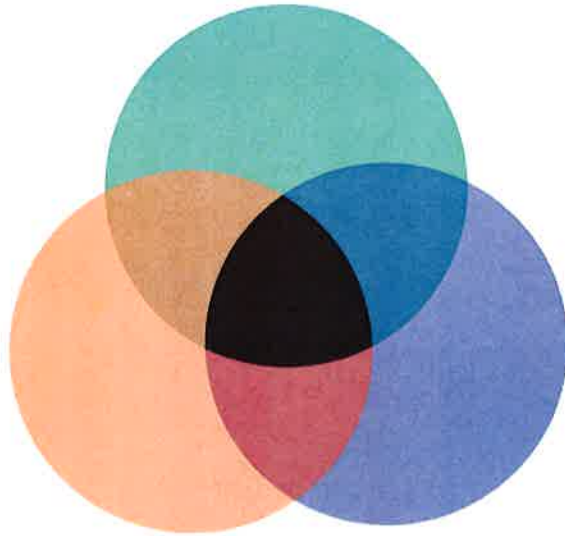
sheet

A1.1



DO NOT SCALE DRAWINGS

BID PROPOSAL



ACUMEN

ENTERPRISES, INC.



REQUEST FOR COMPETITIVE SEALED PROPOSAL
**City of Alvarado General Construction,
Plumbing, Electrical, & HVAC**
RFP: 202310101751235778



ACUMEN
ENTERPRISES, INC.
HUBZone—Native American Owned

DUNS: 111105248
1504 FALCON, DESOTO, TX 75115
PH: (972) 572-0701 / FX: (972) 572-0889
Texas HUB MBE #1752966405800
SBA HUBZone Certified

Introduction

Since the company's inception in 2001, Acumen Enterprises has been based in south Dallas County, and has had the opportunity to work in a variety of capacities throughout that time, as subcontractor, supplier, as well a prime contractor, for a wide assortment of clients, including both the City of Dallas and Dallas County. Our most recent experiences have been primarily as a prime contractor that performs general construction in renovation and restoration projects, maintenance and service for city and county governments, as well as mechanical, electrical, and plumbing scopes of work primarily for equipment replacement and retrofit projects. This has often been resulted in several concurrent projects for different customers with a variety of completion dates that require simultaneous coordination of different trades, cross-project scheduling, and managing change to those schedules through ongoing client feedback.

These types of projects generally fit the following project profile:

Multiple trades that are coordinated as our subcontractors

Utilization of small, emerging, and disadvantaged local businesses

Scopes of work that are largely defined yet need contractor experience and expertise to help the customer understand all requirements necessary to wholly satisfy their needs.

Activity closely coordinated with client occupants of buildings where work is taking place

Documentation of project progress and clear communication with all clients

A brief sample of recent and current clients includes:

- United States Federal Government
 - General Services Administration (GSA), U.S. Army Corps of Engineers (USACE), National Park Service (NPS)
- State of Texas
 - Texas Parks & Wildlife, Texas Military Department, Texas Health & Human Resources
- Local/Municipal
 - City of Dallas, City of Arlington, City of San Antonio
- Educational & Medical Facilities
 - Marshall ISD, John Peter Smith Hospital, UT Southwestern Medical Center, Dallas College, Tarleton State University

We are very familiar with the processes and procedures associated with being productive, yet sensitive and mindful of our clients' environments and needs. We also have an ever-growing pool of reliable, high quality subcontractors as well as an extensive knowledge and ability to process job orders in a timely fashion and the customer's highest satisfaction.

Respectfully,

Wayne Boyter
President



ACUMEN

ENTERPRISES, INC.

HUBZone—Native American Owned

DUNS: 111105248
Fed Tax ID: 75-2966405
CAGE: 483M3
1504 FALCON, DESOTO, TX 75115
PH: (972) 572-0701 / FX: (972) 572-0889
Texas HUB MBE #1752966405800
SBA HUBZone Certified

HVAC License: TACLA—54570C

Plumbing License: M-40490



Capabilities Statement

Acumen Enterprises is a general construction & contract services provider that specializes in retrofit design-build construction and renovations. Our self-performance gives us the flexibility to be responsive and efficient, and provide our customers with a more cost-effective project.



BONDING CAPACITY:
\$10 million single project
\$20 million aggregate

GENERAL CONSTRUCTION
CONSTRUCTION MANAGEMENT
RENOVATION & RETROFIT
MECHANICAL
ELECTRICAL
PLUMBING



Primary NAICS Codes

236220—Commercial & Institutional Building Construction
236210—Industrial Building Construction
238210—Electrical Contractors & Wiring Installation
238220—Plumbing, Heating, & Air Conditioning
922160—Fire Protection
238990—All Other Specialty Trade Contractors



www.acumen-enterprises.com



Wayne Boyter, Owner
wayne@acumen-enterprises.com
Ph: (972) 572.0701
Cell: (972) 672.9740
Fax: (972) 572.0889

(Sample Performance History Upon Request)



DUNS: 111105248
1504 FALCON, DESOTO, TX 75115
PH: (972) 572-0701 / FX: (972) 572-0889
Texas HUB MBE #1752966405800
SBA HUBZone Certified

3 November 2023

Bid Proposal

Ben Moore
600 south Parkway Drive
Alvarado, Texas 76009

Project: 600 S. Parkway Drive expansion

Scope of Work:

1. Demolition of any current walls.
2. Framing up of new walls and doorways.
3. Plumbing, Electrical, and HVAC installation
4. Adjust fire suppression system.
5. CAT6 cabling installation.
6. Installation of insulation, sheetrock, tape, bed, and paint.
7. Millwork, lockers, doors, door hardware installation.
8. Catwalk handrail installation.
9. Trim out plumbing, electrical, HVAC, fire suppression, and cabling.
10. New flooring installation.

Exclusions & Clarifications:

Tax, equipment warranty or operation, supplied power, permits, landscape, asphalt, concrete, spray foam on shell of metal building, renovation on any components of existing building/offices, fire alarm installment, security video installation, any and all appliances, masonry, anything not listed above.

30-Day Price – This proposal is subject to terms that are described here, and will be mutually agreed upon, and is open for acceptance for a period of thirty (30) days, after which it may be subject to change or withdrawn.

Contract Scope – In the event that our price is accepted, this proposal will become part of the contract documents as to price and scope.

Insurance – Acumen Enterprises, Inc. is fully insured and all work will be performed by master mechanics of their trade and their apprentices.

Total Bid Amount: \$417,476.00.

Thank you for giving us an opportunity to bid this project. If there is any way that I can be of service to your company, please do not hesitate to call. We look forward to providing you with an outstanding finished product.

Respectfully,

Joseph Cruz
Estimator
972.965.5289
joseph@acumen-enterprises.com

Having read and understood the instructions, terms, conditions, and specifications, we submit the following:

Belinda Ramon 
Witness

Acumen Enterprises, Inc.
Company Name

11/03/2023
Date


Authorized Representative Signature

Wayne Boyter
Printed Name

President
Title

wayne@acumen-enterprises.com
Email

1504 Falcon Dr.
Correspondence Address

Remit Address

Desoto, TX, 75115
City, State, Zip Code

City, State, Zip Code

972-572-0701
Telephone Number

972-572-0889
Fax Number

Addendum #1 acknowledged N/A

Addendum #2 acknowledged N/A

Addendum #3 acknowledged N/A

Addendum #4 acknowledged N/A

Please mark N/A if no addendums issued

**THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED OR MAY BE
CONSIDERED NON-RESPONSIVE**

References

Responders shall submit with the proposal the name, address, telephone number, and point of contact of at least three (3) companies for which the responder has done business within the preceding twelve (12) months. References may be checked prior to award. Any negative responses received may result in disqualification of the proposal.

Reference 1

COMPANY NAME: Dallas College

CONTACT: Chris Marrs

ADDRESS: 101 S Royal Ln, Coppell, TX 75019

PHONE NUMBER: 817-304-0582

Reference 2

COMPANY NAME: Tarleton State University

CONTACT: Roger Smith

ADDRESS: 1333 W. Washington St Stephenville, TX 76401

PHONE NUMBER: 512-422-8933

Reference 3

COMPANY NAME: City of Balch Springs

CONTACT: Guadalupe Baladez

ADDRESS: 13503 Alexander Rd, Balch Springs, TX 75181

PHONE NUMBER: 972-286-4477

NON-COLLUSION AFFIDAVIT

1. I am President of the company Acumen Enterprises, Inc., the responder that has submitted the attached bid/proposal.

2. I am fully informed respecting the preparation of contents of the attached bid/proposal and of all pertinent circumstances respecting such bid/proposal.

3. Such bid is genuine and is not collusive or a sham bid/proposal.

4. Neither the said responder nor any of its officer, partners, owners, agents, representative, employees, or parties in interest, including this affidavit, has in any way colluded, conspired, connived or agreed, directly or indirectly with another responder, firm or person to submit a collusive or sham bid/proposal in connection with the contract for which the attached bid has been submitted or to refrain from responding in connection with such contract, or has in any manner, directly or indirectly, sought by agreement of collusion or communication or conference with any other responder, firm or person to fix the price or prices in the attached bid/proposal or of any other responder, or to fix an overhead, profit or cost element of the bid/proposal price of the bid/proposal price of any other responder, or to secure through any collusion, conspiracy, connivance of unlawful agreement any advantage against the City or any per interest in the proposed contact.

5. In compliance with the specifications in the bid/proposal and quote conditions, I, the undersigned agree to furnish the services upon which prices are offered at the price opposite to each line description to the City within the time specified. By submitting this bid/proposal and attached signature I hereby attest that I have not received nor offered anything of value to any City employee, official, and/or board member in connection with this submitted bid/proposal.

6. Advanced disclosures of any information to any particular/potential responder which gives that particular/potential responder any advantage over any other interested responder in advance of the award whether in response to advertising or an informal request for bid/proposal made or permitted by a member of the governing body or an employee or representative thereof, will cause to void that particular responders bid/proposal. Prior to an award any communication with a member of the selection committee or governing board will cause to void that particular responders bid/proposal and the committee member or the governing board member will be rejected from the voting process for that bid/proposal or contract. By submission of this bid/proposal responder attests that no improper communication has occurred resulting in an advantage over any other responder, potential responder, or advance discloser.

7. The price or prices quoted in the attached bid/proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the responder or any of its agents, representative, owners, employees, or parties in interest, including this affidavit.


Signature

Acumen Enterprises, Inc.

Company Name

Wayne Boyter

Printed Name

ID	Task Mode	Task Name	Duration	Start	Finish
109		Alvarado Police Expansion	120 days	Mon 1/8/24	Fri 6/21/24
110		Mobilization	2 days	Mon 1/8/24	Tue 1/9/24
111		Demolition	7 days	Wed 1/10/24	Thu 1/18/24
112		Framing Walls	21 days	Fri 1/19/24	Fri 2/16/24
113		Coordination of Sewer Main Tie-In	3 days	Mon 2/19/24	Wed 2/21/24
114		Rough-In Plumbing	21 days	Thu 2/22/24	Thu 3/21/24
115		Rough-In Electrical	7 days	Fri 3/22/24	Mon 4/1/24
116		Rough-In HVAC	7 days	Tue 4/2/24	Wed 4/10/24
117		Rough-In CAT6 Cabling	5 days	Fri 3/22/24	Thu 3/28/24
118		Adjust fire Suppression	5 days	Thu 4/11/24	Wed 4/17/24
119		Installation of insulation, sheetrock, tape, bed, and paint	14 days	Thu 4/18/24	Tue 5/7/24
120		Millwork, lockers, doors, door hardware installation	14 days	Wed 5/8/24	Mon 5/27/24
121		Catwalk and Handrail Installation	10 days	Tue 5/28/24	Mon 6/10/24
122		Trim out Plumbing, Electrical, HVAC and Cabling	5 days	Tue 6/11/24	Mon 6/17/24
123		New Flooring Installation	7 days	Tue 6/11/24	Wed 6/19/24
124		Punch walk	1 day	Thu 6/20/24	Thu 6/20/24

Project: Major's Airport Perimet Date: Fri 11/3/23	Task	Project Summary	Manual Task	Start-only	Deadline
	Split	Inactive Task	Duration-only	Finish-only	Progress
	Milestone	Inactive Milestone	Manual Summary Rollup	External Tasks	Manual Progress
	Summary	Inactive Summary	Manual Summary	External Milestone	



ACUMEN

ENTERPRISES, INC.
HUBZone—Native American Owned

DUNS: 111105248
1504 FALCON, DESOTO, TX 75115
PH: (972) 572-0701 / FX: (972) 572-0889
Texas HUB MBE #1752966405800
SBA HUBZone Certified

Wayne Boyter, President

Cell: (972) 572-0701
wayne@acumen-enterprises.com



Having worked in the construction industry since 1985, Wayne has had the opportunity to work in an variety of project environments, from the early days as a construction helper, later as a business owner, and consequently has taken part in some of the largest building projects in Dallas-Ft. Worth history. One of the benefits of the longevity of that career is that he is able to recognize both the opportunity and the hazards in many construction projects, and seeks to understand the customers and their needs first. He began this company in 2001, and takes great pride in the quality of the team that he has assembled over the years.

35 Years of Industry Experience
28 Years of Management Experience
19 Years Active Management of Acumen Enterprises, Inc.
General Contractor License (Louisiana GC #55926)

Training

- OSHA 10
- OSHA 30
- OSHA Confined Space Rescue
- SBA Emerging Leaders Program 2015
- US Army Corps of Engineers QAQC

Shance Jackson, Senior Project Manager

Cell: (214) 394-3049
shance@acumen-enterprises.com



With thirty years of experience ranging from commercial, industrial, and institutional projects, Shance has worked as project manager and superintendent and managed plumbing, process piping, and HVAC projects in commercial, industrial, and military environments. By planning and coordinating activities within prescribed time frames, he has been able to accomplish the project objectives within the time and cost budgets.

37 Years of Industry Experience
28 Years of Management Experience
9 Years Active Project Management for Acumen Enterprises, Inc.
Texas Master Plumber (License M-40490)
Texas HVACR (TACLA54570C)
Texas Journeyman Plumbers Medical Gas Endorsement

Training

- OSHA 10
- OSHA 30
- US Army Corps of Engineers QAQC

Ty Barr, Project Manager

Cell: (972) 765-3850
ty@acumen-enterprises.com



While adding to the 5+ years of industry experience, Ty has become an effective project leader and problem-solver with advanced hands-on skills with a hardworking mentality. He developed strong leadership skills while enlisted in the Navy and transferred these skills into the civilian world. With 2 years of experience as a HVAC technician involving commercial and residential work.

Navy Veteran
8 Years of Industry Experience
4 Years Active Management for Acumen Enterprises, Inc.
2 Years of Commercial HVAC Experience
2 Years as Natural Gas Compression Engine Technician

Training

- OSHA 10
- OSHA 30
- US Army Corps of Engineers QAQC
- RSMMeans Training
- Facilities Construction Estimating
- CPR/AED Certified

Brent Hitchcock, Project Manager

Cell: (469) 563-4345
brent@acumen-enterprises.com



With 21 years of Naval Service, his value shows through determination, pride in the craft and motivating others to perform at their highest levels. He has become a strong leader that is consistently driving crews towards a safe, accurate, timely and cost effective projects. With 7 years as a Construction Project Manager, Brent has the ability to take on any project in a wide variety of roles.

Navy Veteran
Navy Chief Petty Officer
20 years of Naval Science
7 Years of Construction Management
BS in Business Admin. Project Management

Training

- OSHA 10
- OSHA 30
- US Army Corps of Engineers QAQC
- CPR/AED Certified



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Austin Wade, Superintendent

Cell: (469) 394-9290
austin@acumen-enterprises.com



From Managing semi-custom, production residential buildings, to now commercial construction. Austin provides a keen eye for detail in any project with an emphasis on safety and quality control. With 7 years of management experience, Austin can effectively manage job site activities and produce high quality results. Has strong ability to understand technical specifications and provide real-time solutions to complex problems, with all parties needs considered.

5 Years of Industry Experience
7 Years of Management Experience

Training

- OSHA 10
- OSHA 30

Omar Hassan, Superintendent

Cell: (469) 401-5499
omar@acumen-enterprises.com



After completing his bachelors degree in Architecture at Texas A&M, Omar developed an upbeat and motivational attitude that projects through his work. He consistently operates within budget requirements while in-tegrating new ideas and concepts. He uses logical tactics and diplomacy when solving customer requests for remedies and strives for 100% customer satisfaction.

3 Years of Industry Experience
6 Years of Management Experience
3 Years Active Project Management for Acumen Enterprises, Inc.

Training

- OSHA 10
- OSHA 30
- US Army Corps of Engineers QAQC
- CPR/AED Certified

Landry Sampson, Superintendent

Cell: (972) 965-5174
Landry@acumen-enterprises.com



With 5+ years of construction experience in Residential and Commercial, Landry continues to expand his knowledge and experience as a Superintendent at Acumen Enterprises. With experience in blueprint drafting, he brings the ability to visualize a project from paper to reality. Landry's mixed construction experience allows him to create unique solutions to complex problems. His social skills gives him an advantage in project coordination and allow him to deliver a quality product in an efficient and professional manner.

5 Years of Industry Experience
2 Years of Management Experience
1 Year Active Project Management for Acumen Enterprises, Inc.
3 Years of Residential Renovation
1 Year of Commercial HVAC Installation

Training

- OSHA 30
- 2D Architecture AutoCAD
- CPR/AED Certified
- Forklift Safety Certified
- US Army Corps of Engineers QAQC

Maranda Wilcox, Quality Control Manager

Cell: (214) 240-8432
maranda@acumen-enterprises.com



Over 20 years of experience in supervision and management. Maranda is a strong communicator with ability to work well with people at all levels of an organization. Resourceful problem-solver with strong organizational skills and ability to quickly acquire and apply understanding in order to successfully adapt to a wide range of project requirements. She uses tact and diplomacy when solving customer requests for remedies and strives for 100% customer satisfaction.

12 Years of Industry Experience
12 Years of Management Experience
3 Year Active Project Management for Acumen Enterprises, Inc.

Training

- OSHA 30
- US Army Corps of Engineers QAQC



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SBA HUBZone Certified

Joseph Cruz, Estimator

Cell: (972) 965-5289
Joseph@acumen-enterprises.com



Starting in the residential construction industry in 2015, Joseph has seen numerous work environments. From helper to lead crew to estimator, Joseph strives to have the project done within scheduled time frame and efficiency. Bringing his knowledge from the field, Joseph is a strong communicator who utilizes all his resources to provide the customer complete satisfaction. Joseph's field based knowledge allows him to be skilled in providing accurate and detailed cost estimates and data reports.

8 Years of Industry Experience
6 Years of Estimating Experience
6 Years of Management Experience

Training

- OSHA 30
- BlueBeam Pro

Dustin Alipando, Master Plumber

Cell: (972) 504-4997
Dustin@acumen-enterprises.com



Dustin is a skilled trades-person who specializes in installing and maintaining systems for the transport of water, gas, and waste in residential, commercial, and industrial buildings. Dustin also installs and repairs appliances and fixtures such as dishwashers, water heaters, and toilets. He also diagnoses and troubleshoots problems with plumbing systems and advise on the best course of action to resolve them. He also be called upon to work on emergency repairs or to provide maintenance services.

18 Years of Industry Experience
10 Years of Management Experience
2 Years Active Management of Acumen Enterprises, Inc.
Master Plumbing License

Training

- OSHA 10
- OSHA 30
- CPR Certified
- First-Aid Certified



11/2/2023

City of Alvarado Police Department Renovation
Proposed Approach & Methodology

Pre-construction Phase:

Once the contract has been fully executed and the NTP issued the pre-construction team can begin the issuance of subcontracts and procurement of submittals. All submittals will be tracked on a detailed Submittal Log managed by the project manager. All submittals will be reviewed by the project manager for accuracy and compliance with contract documents. Upon the Project Manager's approval all submittals will be forwarded to the owner's representative in strict accordance with contract documents. Upon approval of submittals equipment will be released for fabrication and delivery tracked as part of the submittal log detail. Regular updates on deliveries will be provided to the construction team in accordance with contract documents. Once all submittals are approved and the equipment is in fabrication the project will move into the **Construction Phase**.

Construction Phase:

The first step in the construction phase is to finalize the construction schedule. A tentative schedule is attached following this page, emphasizing task detail. This schedule will be developed and managed by the project manager, updated regularly, and submitted to the construction team in accordance with contract documents with special attention of the equipment delivery dates communicated to the owner's representative. All completed work shall be in accordance with Acumen Enterprises QAQC protocols. Weekly or bi-weekly update meetings will be conducted at the Owner's approval along with the submission of daily or weekly field reports to the owner.

Some critical paths included in this project are:

- Mobilization of safety equipment, signage, dumpster, laydown area, etc.
- Demolition of any current walls or equipment that is being replaced
- Framing up of new walls and doorways
- Coordination and execution of tie into the existing main sewer line
- Roughing in plumbing, electrical, and HVAC
- Adjust and install fire suppression system
- CAT 6 rough- in cabling installation
- Installation of insulation, sheetrock, tape, bed, and paint
- Millwork, lockers, doors, door hardware installation
- Catwalk handrail installation
- Trim out plumbing, electrical, HVAC, fire suppression, and cabling
- New flooring installation
- Punch walk

The project consists of one Individual Phase with no alternates.



The largest concerns that we have regarding the occupants are:

- Maintaining and controlling safe entry/egress points for workers while also controlling access for occupants.
SOLUTION: Maintain a secured entry position while utilizing signage and assign flagmen when needed.
- Managing the deliveries of materials and equipment that might be needed to accommodate the job.
SOLUTION: Always have job site supervision during work hours and make sure that there are guys to direct traffic when needed.
- Ensuring a productive work environment for both construction and city workers during working hours.
SOLUTION: Create and maintain an open line of communication to address and solve any issues with noise, dust, or distractions during work hours.

Project Closeout Phase:

Upon completion of construction, closeout documents will be prepared and submitted to the owner in strict accordance with the contract documents. This will include record drawings as needed, operation and maintenance manuals, copies of all testing reports, commissioning reports, and recycling documentation.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

08/29/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Southwest Assurance Group, Inc. 2350 Airport Freeway, Ste 202 Bedford TX 76022		CONTACT NAME: Jessica Luna PHONE (A/C, No, Ext): (817) 329-7007 FAX (A/C, No): (817) 329-7011 E-MAIL ADDRESS: jluna@swagdfw.com																						
INSURED Acumen Enterprises, Inc. P.O. Box 673 DeSoto TX 75123-0676		<table><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A:</td><td>Continental Insurance Company</td><td>35289</td></tr><tr><td>INSURER B:</td><td>Continental Casualty Insurance</td><td>20443</td></tr><tr><td>INSURER C:</td><td>Texas Mutual Insurance Company</td><td>22945</td></tr><tr><td>INSURER D:</td><td>GuideOne National Insurance Company</td><td>14167</td></tr><tr><td>INSURER E:</td><td></td><td></td></tr><tr><td>INSURER F:</td><td></td><td></td></tr></table>		INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Continental Insurance Company	35289	INSURER B:	Continental Casualty Insurance	20443	INSURER C:	Texas Mutual Insurance Company	22945	INSURER D:	GuideOne National Insurance Company	14167	INSURER E:			INSURER F:		
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COVERAGES**CERTIFICATE NUMBER:** 2023-2024**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☐ Contractual Liability GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:			6081613288	09/01/2023	09/01/2024	EACH OCCURRENCE \$ 1,000,000
			DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000				
			MED EXP (Any one person) \$ 5,000				
			PERSONAL & ADV INJURY \$ 1,000,000				
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			6081613274	09/01/2023	09/01/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
			BODILY INJURY (Per person) \$				
			BODILY INJURY (Per accident) \$				
			PROPERTY DAMAGE (Per accident) \$				
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$			6081613291	09/01/2023	09/01/2024	Underinsured motorist \$ 1,000,000
			EACH OCCURRENCE \$ 5,000,000				
			AGGREGATE \$ 5,000,000				
			\$				
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☒ N	N/A	TSF0001183173	09/01/2023	09/01/2024	☒ PER STATUTE ☐ OTH-ER
			E.L. EACH ACCIDENT \$ 1,000,000				
			E.L. DISEASE - EA EMPLOYEE \$ 1,000,000				
			E.L. DISEASE - POLICY LIMIT \$ 1,000,000				
A	Installation Floater			6081613288	09/01/2023	09/01/2024	\$5,000,000 Limit

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

For Bidding Purposes

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

AGENCY CUSTOMER ID: _____

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page _____ of _____

AGENCY Southwest Assurance Group, Inc.		NAMED INSURED Acumen Enterprises, Inc.
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance: Notes

Company D - Pollution Liability/Professional Liability - ENV56200720402 09/01/2023-09/01/2024 - \$2,000,000/\$4,000,000 Pollution - \$2,000,000/\$4,000,000 Professional



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Project Experience

2022

Tarleton State University – Blaze Pizza

Location: 1333 W. Washington St Stephenville, TX 76401

Approximate Value: \$1,200,000.00

Start Date: May 2022

Completion Date: August 2022

Superintendent: Bob Foster

Project Manager: Ty Barr

Client Reference: David Muise, Construction Director

David.muise@sscserv.com (214) 458-0357

Services Provided: Renovation of convenient store into Blaze Pizza which included Framing, Painting, Mechanical, Electrical, Plumbing, Concrete, Metal Work and Store Front work.

Tarleton State University – Dining Hall Sunshade

Location: 1333 W. Washington St Stephenville, TX 76401

Approximate Value: \$236,000.00

Start Date: April 2022

Completion Date: August 2022

Superintendent: Darren Worlow

Project Manager: Ty Barr

Client Reference: Roger Smith, SSC Project Manager

Rsmith49@hotmail.com (512) 422-8933

Services Provided: Installation of exterior sunshade canopy which included concrete, electrical, and acoustical coordination for speakers.

Dallas College – El Centro Fire Protection Upgrade

Location: 801 main St. Dallas, TX 75202

Approximate Value: \$350,000.00

Start Date: June 2022

Completion Date: On-Going

Superintendent: Phillip Robinson

Project Manager: Thom Letwinch

Client Reference: Oscar Bustos, Construction manager

obustos@dcccd.edu (214) 860-2389

Services Provided: Upgraded fire protection services inside of the Bill J. Priest Building.



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Tarleton State University – Moody Hall IFC

Location: 1333 W. Washington St Stephenville, TX 76401

Approximate Value: \$265,000.00

Start Date: May 2022

Completion Date: June 2022

Superintendent: David Fluegga

Project Manager: Thom Letwinch

Client Reference: Roger Smith, SSC Project Manager

Rsmith49@hotmail.com (512) 422-8933

Services Provided: Provided new asphalt paving for existing parking lot and adding new curbs around the perimeter.

Tarleton State University – Banquet Hall Painting

Location: 1333 W. Washington St Stephenville, TX 76401

Approximate Value: \$31,500.00

Start Date: April 2022

Completion Date: April 2022

Superintendent: David Fluegga

Project Manager: Ty Barr

Client Reference: Roger Smith, SSC Project Manager

Rsmith49@hotmail.com (512) 422-8933

Services Provided: Painted entire banquet hall at Tarleton State University.

Dallas College – Coppell Center Scrubber Equipment Relocation

Location: 101 S Royal Ln, Coppell, TX 75019

Approximate Value: \$558,252.00

Start Date: January 2022

Completion Date: July 2022

Superintendent: Dustin Apilando

Project Manager: Shance Jackson

Client Reference: Chris Marrs, Construction Manager

cmarrs@dcccd.edu (817) 304-0582

Services Provided: Relocated an interior scrubber outside on to a concrete pad and reconnected mechanical and electrical to the scrubber. A 15 foot masonry wall was constructed around the perimeter of the scrubber to conceal it from students.



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City of Richardson – Animal Shelter Kennel Renovation

Location: 411 W. Arapaho Rd, STE 204 Richardson, TX 75080

Approximate Value: \$500,000.00

Start Date: January 2022

Completion Date: Currently on-going

Superintendent: Brent Hitchcock

Project Manager: Brent Hitchcock

Client Reference: Gustave Michaud, PE

Gustave.michaud@cor.gov (972) 744-4285

Services Provided: Renovation of animal shelter in Richardson, TX that included new animal kennels.

Project Experience

2021

NAS JRB B1672 & B1740 Renovation

Location: 200 Hensley Ave Fort Worth, TX 76127

Approximate Value: \$55,000.00

Start Date: August 2021

Completion Date: February 2022

Superintendent: Steven Bishop

Project Manager: Brent Hitchcock

Client Reference: Fletcher Weems

fletcher.weems.2@us.af.mil (817) 852-3310

Services Provided: Renovation of two interior buildings inside of the NAS Base which included framing, electrical, HVAC, flooring, and painting.

Dallas College – Cedar Valley Fire Protection & Life Safety Upgrades

Location: 3030 N. Dallas Ave, Lancaster, TX 75134

Approximate Value: \$3,057,960.00

Start Date: November 2021

Completion Date: December 2021

Superintendent: Phillip Robinson

Project Manager: Thom Letwinch

Client Reference: Juan Broussard

juanbroussard@dcccd.edu (972) 761-6899

Services Provided: Upgraded Fire Protection system inside of buildings C&D at Cedar Valley College.

Tarleton State University – Child Development Center Upgrade

Location: 1333 W. Washington St Stephenville, TX 76401

Approximate Value: \$2,000,000.00

Start Date: October 2021

Completion Date: April 2022

Superintendent: Ty Barr

Project Manager: Ty Barr

Client Reference: Roger Smith, SSC Construction manager

Rsmith49@hotmail.com (512) 422-8933

Services Provided: Complete renovation of a two-story building that transformed into a child development center. Services included Framing, Mechanical, Electrical, Audio Visual, Plumbing, Concrete, Steel Work, Flooring, Painting, and Exterior Overhead Protection.



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Irving ISD – Gym RTU Upgrades

Location: 2621 W. Airport Freeway Irving, TX 75062

Approximate Value: \$590,000.00

Start Date: March 2021

Completion Date: May 2021

Superintendent: Ty Barr

Project Manager: Shance Jackson

Client Reference: Aldo Perez, Construction Manager

alperez@irvingisd.net (972) 740-6641

Services Provided: Upgraded weight room roof top units across all three high school locations which included mechanical and electrical services.

TX DOT Brownwood – DHQ Renovation

Location: 2495 US-183 Hwy Brownwood, TX 76802

Approximate Value: \$40,000.00

Start Date: September 2021

Completion Date: December 2021

Superintendent: Ty Barr

Project Manager: Ty Barr

Client Reference: Maulik Mistri

Maulik.mistri@txdot.gov (512) 552-9408

Services Provided: Renovation of building at the Brownwood location that included framing, flooring, painting, and electrical.



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Project Experience

2020

Ft. Hood Fencing Project

Location: 761st Tank Battalion Ave Killeen, TX

Approximate Value: \$2,083,000.00

Start Date: October 2021

Completion Date: September 2021

Superintendent: Heather Hamilton

Project Manager: Tod McAllister

Client Reference: Andres Garcia

andres.j.garcia.civ@mail.mil (254) 553-9320

Services Provided: Fencing repairs across the entire base at Fort Hood.

Dallas College – North Lake IT Closet Upgrade

Location: 5001 N. MacArthur BLVD Irving, TX 75038

Approximate Value: \$4,900,000.00

Start Date: July 2020

Completion Date: June 2021

Superintendent: Tod Cavin

Project Manager: Tod McAllister

Client Reference: Chris Marrs

cmarrs@dcccd.edu (817) 304-0582

Services Provided: Renovation of existing rooms and construction of new rooms to include IT environments. This work included installation of IDF racks, wire management, overhead pathways and new cabling throughout the entire campus.

TX DOT Fort Worth – Carpet and Paint

Location: 2501 SW Loop 820 Fort Worth, TX 76133

Approximate Value: \$15,000.00

Start Date: December 2020

Completion Date: December 2020

Superintendent: Ty Barr

Project Manager: Ty Barr

Client Reference: Jeremy Lewallen

Jeremy.lewallen@txdot.gov (817) 370-3617

Services Provided: Renovation of existing building that included new flooring and painting.



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DUNS: 111105248
1504 FALCON, DESOTO, TX 75115
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Texas HUB MBE #1752966405800
SBA HUBZone Certified

2019 Project History

Client: City of Dallas
Project: Fire Station #8
Location: Dallas, TX
Services: Electrical
Completion Date: 06/2019
Budget & Final Cost: \$23,250.25 & \$31,540.71
Contact: Kirby Krol
Kirby.krol@dallascityhall.com / (214) 670-3413

Client: City of Dallas
Project: Fire Station #18
Location: Dallas, TX
Services: Electrical
Completion Date: 05/2019
Budget & Final Cost: \$39,204.05 & \$51,452.47
Contact: Kirby Krol
Kirby.krol@dallascityhall.com / (214) 670-3413

Client: City of Dallas
Project: DPD Property Unit
Location: Dallas, TX
Services: General Construction
Completion Date: 04/2019
Budget & Final Cost: \$2,069.55 & \$3,077.34
Contact: Kirby Krol
Kirby.krol@dallascityhall.com / (214) 670-3413

Client: City of Dallas
Project: Skillman SW Branch Library
Location: Dallas, TX
Services: Painting
Completion Date: 05/2019
Budget & Final Cost: \$23,730.06 & \$31,537.99
Contact: Kirby Krol
Kirby.krol@dallascityhall.com / (214) 670-3413

Client: Marshall ISD
Project: Marshall ISD HVAC Units
Location: Marshall, TX

Client: City of Dallas
Project: Fire Station #12
Location: Dallas, TX
Services: Electrical
Completion Date: 09/2019
Budget & Final Cost: \$27,867.07 & \$37,846.51
Contact: Kirby Krol
Kirby.krol@dallascityhall.com / (214) 670-3413

Client: City of Dallas
Project: Majestic Theater
Location: Dallas, TX
Services: Painting
Completion Date: 06/2019
Budget & Final Cost: \$59,465.00 & \$75,774.70
Contact: Kirby Krol
Kirby.krol@dallascityhall.com / (214) 670-3413

Client: City of Dallas
Project: Oak Cliff Cultural Center
Location: Dallas, TX
Services: General Construction
Completion Date: 04/2019
Budget & Final Cost: \$3,158.24 & \$4,180.25
Contact: Kirby Krol
Kirby.krol@dallascityhall.com / (214) 670-3413

Client: City of Dallas
Project: L2FS City Hall
Location: Dallas, TX
Services: General Construction
Completion Date: 08/2019
Budget & Final Cost: \$46,870.74 & \$60,800.98
Contact: Kirby Krol
Kirby.krol@dallascityhall.com / (214) 670-3413

Client: City of Dallas
Project: Tenison Golf Club Repairs
Location: Dallas, TX



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Services: Equipment

Completion Date: 09/2019

Budget & Final Cost: \$2,701,379.00 & \$3,123,511.61

Contact: Brad Ash

ashb@marshallisd.com / (903) 927-8859

Client: City of Dallas

Project: Keeton Park Golf Course Buildout

Location: Dallas, TX

Services: General Construction

Completion Date: 08/2019

Budget & Final Cost: \$46,851.24 & \$62,687.24

Contact: Kirby Krol

Kirby.krol@dallascityhall.com / (214) 670-3413

Client: Trane US Inc.

Project: DFW Energy Plaza OM Chiller 5 GEA

Location: DFW Airport, TX

Services: Mechanical

Completion Date: 12/2019

Budget & Final Cost: \$140,560.74 & \$149,285.31

Contact: Scott Meyerkord

sameyerkord@trane.com / (214) 206-6122

Client: Marshall ISD

Project: Marshall ISD Gas Checks

Location: Marshall, TX

Services: Plumbing

Completion Date: 08/2019

Budget & Final Cost: \$23,700.00 & \$35,000.00

Contact: Brad Ash

ashb@marshallisd.com / (903) 927-8859

Client: Trane US Inc.

Project: DFW Energy Plaza Chiller 4 Cond E

Location: DFW Airport, TX

Services: Mechanical

Completion Date: 09/2019

Budget & Final Cost: \$17,502.16 & \$18,326.70

Contact: Scott Meyerkord

sameyerkord@trane.com / (214) 206-6122

DUNS: 111105248

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PH: (972) 572-0701 / FX: (972) 572-0889

Texas HUB MBE #1752966405800

SBA HUBZone Certified

Services: Electrical

Completion Date: 07/2019

Budget & Final Cost: \$19,761.00 & \$29,710.57

Contact: Kirby Krol

Kirby.krol@dallascityhall.com / (214) 670-3413

Client: Trane US Inc.

Project: UTSW Bass Cooling Tower

Location: DFW Airport, TX

Services: Mechanical

Completion Date: 08/2019

Budget & Final Cost: \$78,155.26 & \$80,850.00

Contact: Scott Meyerkord

sameyerkord@trane.com / (214) 206-6122

Client: Trane US Inc.

Project: DFW Terminal B AHU-2 Repair

Location: DFW Airport, TX

Services: Mechanical

Completion Date: 09/2019

Budget & Final Cost: \$3,513.72 & \$3,413.32

Contact: Scott Meyerkord

sameyerkord@trane.com / (214) 206-6122

Client: Marshall ISD

Project: Marshall HVAC Controls

Location: Marshall, TX

Services: Temperature Controls

Completion Date: 12/2019

Budget & Final Cost: \$267,650.81 & \$333,771.00

Contact: Brad Ash

ashb@marshallisd.com / (903) 927-8859

Client: City of Dallas

Project: Tenison Golf Course Bollards

Location: Dallas, TX

Services: Electrical

Completion Date: 08/2019

Budget & Final Cost: \$2,172.00 & \$4,326.30

Contact: Kirby Krol

Kirby.krol@dallascityhall.com / (214) 670-3413



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Client: City of Dallas
Project: IC Harris Battery Storage RM
Location: Dallas, Tx
Services: Electrical
Completion Date: 08/2019
Budget & Final Cost: \$4,524.00 & \$6,043.31
Contact: Kirby Krol
Kirby.krol@dallascityhall.com / (214) 670-3413

Client: City of Dallas
Project: The Mayor's Office
Location: Dallas, TX
Services: General Construction
Completion Date: 09/2019
Budget & Final Cost: \$9,911.44 & \$13,599.30
Contact: Kirby Krol
Kirby.krol@dallascityhall.com / (214) 670-3413

Client: Trane US Inc.
Project: DFW Energy Plaza 24" Pipe Repair
Location: DFW Airport, TX
Services: Mechanical
Completion Date: 09/2019
Budget & Final Cost: \$18,891.98 & \$20,064.60
Contact: Scott Meyerkord
sameverkord@trane.com / (214) 206-6122

Client: City of Dallas
Project: Central Library Lighting
Location: City of Dallas
Services: Electrical
Completion Date: 10/2019
Budget & Final Cost: \$36,716.00 & \$46,716.00
Contact: Kirby Krol
Kirby.krol@dallascityhall.com / (214) 670-3413

Client: City of Dallas
Project: Jack Evans Repairs
Location: Dallas, TX
Services: Electrical
Completion Date: 10/2019
Budget & Final Cost: \$5,273.00 & \$6,828.64
Contact: Kirby Krol
Kirby.krol@dallascityhall.com / (214) 670-3413

Client: City of Dallas
Project: Water Utilities EXT Pole Lighting
Location: Dallas, TX
Services: Electrical
Completion Date: 11/2019
Budget & Final Cost: \$67,484.71 & \$75,484.71
Contact: Kirby Krol
Kirby.krol@dallascityhall.com / (214) 670-3413

Client: Trane US Inc.
Project: DFW Rear Wall Boiler Repair
Location: DFW Airport, TX
Services: General Construction
Completion Date: 12/2019
Budget & Final Cost: \$5,505.95 & \$5,847.70
Contact: Scott Meyerkord
sameverkord@trane.com / (214) 206-6122

Client: City of Dallas
Project: Skyline Library Parking Lot Light
Location: Dallas, TX
Services: Electrical
Completion Date: 10/2019
Budget & Final Cost: \$6,986.00 & \$9,199.94
Contact: Kirby Krol
Kirby.krol@dallascityhall.com / (214) 670-3413

Client: Trane US Inc.
Project: DFW Terminal B AHU-2 Rebuild
Location: DFW Airport, TX
Services: Mechanical
Completion Date: 09/2019
Budget & Final Cost: \$28,508.33 & \$28,482.78

Client: Trane US Inc.
Project: DFW Energy Plaza Chiller 5 Con E
Location: DFW Airport, TX
Services: Coating
Completion Date: 12/2019
Budget & Final Cost: \$19,507.67 & \$20,426.70



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Contact: Scott Meyerkord

sameyerkord@trane.com / (214) 206-6122

Client: Trane US Inc.

Project: DFW Taxi Queue VRF Install

Location: DFW Airport, TX

Services: Mechanical

Completion Date: 12/2019

Budget & Final Cost: \$22,812.77 & \$24,228.75

Contact: Scott Meyerkord

sameyerkord@trane.com / (214) 206-6122

Client: City of Dallas

Project: FS #16 Flag Relocate

Location: Dallas, TX

Services: General Construction

Completion Date: 01/2019

Budget & Final Cost: \$5,264.03 & \$6,906.50

Contact: Kirby Krol

Kirby.krol@dallascityhall.com / (214) 670-3413

Client: City of Dallas

Project: 2719 Municipal

Location: Dallas, TX

Services: Electrical

Completion Date: 01/2019

Budget & Final Cost: \$25,206.24 & \$34,445.03

Contact: Kirby Krol

Kirby.krol@dallascityhall.com / (214) 670-3413

Client: City of Dallas

Project: McCommas Landfill Scale House

Location: Dallas, TX

Services: Electrical

Completion Date: 12/2019

Budget & Final Cost: \$499.19 & \$778.14

Contact: Kirby Krol

Kirby.krol@dallascityhall.com / (214) 670-3413

Client: City of Dallas

Project: Code Compliance

Location: Dallas, TX

Services: General Construction

DUNS: 111105248

1504 FALCON, DESOTO, TX 75115

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Contact: Scott Meyerkord

sameyerkord@trane.com / (214) 206-6122

Client: City of Dallas

Project: FS #37 Emergency Elec Repair

Location: Dallas, TX

Services: Electrical

Completion Date: 01/2019

Budget & Final Cost: \$11,335.46 & \$9,985.95

Contact: Kirby Krol

Kirby.krol@dallascityhall.com / (214) 670-3413

Client: City of Dallas

Project: LCC Pavers

Location: Dallas, TX

Services: General Construction

Completion Date: 12/2019

Budget & Final Cost: \$6,918.20 & \$8,999.56

Contact: Kirby Krol

Kirby.krol@dallascityhall.com / (214) 670-3413

Client: City of Dallas

Project: 911 Call Center

Location: Dallas, TX

Services: Painting

Completion Date: 03/2019

Budget & Final Cost: \$82,545.90 & \$107,948.49

Contact: Kirby Krol

Kirby.krol@dallascityhall.com / (214) 670-3413

Client: City of Dallas

Project: Harry Stone Rec Center

Location: Dallas, TX

Services: General Construction

Completion Date: 03/2019

Budget & Final Cost: \$64,332.42 & \$87,789.95

Contact: Kirby Krol

Kirby.krol@dallascityhall.com / (214) 670-3413

Client: City of Dallas

Project: Majestic Theater

Location: Dallas, TX

Services: General Construction



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Completion Date: 02/2020
Budget & Final Cost: \$7,518.00 & \$9,988.20
Contact: Kirby Krol
Kirby.krol@dallascityhall.com / (214) 670-3413

Client: City of Dallas
Project: Tenison Golf Course
Location: Dallas, TX
Services: General Construction

Completion Date: 03/2020
Budget & Final Cost: \$48,294.74 & \$59,595.46
Contact: Kirby Krol
Kirby.krol@dallascityhall.com / (214) 670-3413

Client: City of Dallas
Project: Jack Evans Elevator Transformer
Location: Dallas, TX
Services: Electrical
Completion Date: 03/2020
Budget & Final Cost: \$4,038.72 & \$5,252.54
Contact: Kirby Krol
Kirby.krol@dallascityhall.com / (214) 670-3413

Client: City of Dallas
Project: FS #55
Location: Dallas, TX
Services: Electrical
Completion Date: 03/2020
Budget & Final Cost: \$1,576.64 & \$2,493.98
Contact: Kirby Krol
Kirby.krol@dallascityhall.com / (214) 670-3413

Completion Date: 02/2020
Budget & Final Cost: \$17,627.50 & \$23,221.15
Contact: Kirby Krol
Kirby.krol@dallascityhall.com / (214) 670-3413

Client: City of Dallas
Project: Oak Cliff Cultural CTR Dumpster E
Location: Dallas, TX
Services: General Construction
Completion Date: 02/2020
Budget & Final Cost: \$7,527.52 & \$9,530.21
Contact: Kirby Krol
Kirby.krol@dallascityhall.com / (214) 670-3413

Client: City of Dallas
Project: FS #6 Emergency Repair
Location: Dallas, TX
Services: Electrical
Completion Date: 03/2020
Budget & Final Cost: \$1,022.02 & \$1,828.27
Contact: Kirby Krol
Kirby.krol@dallascityhall.com / (214) 670-3413

Client: City of Dallas
Project: McCommas Landfill Electrical Repair
Location: Dallas, TX
Services: Electrical
Completion Date: 03/2020
Budget & Final Cost: \$10,236.11 & \$13,407.98
Contact: Kirby Krol
Kirby.krol@dallascityhall.com / (214) 670-3413



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2018 Project History

Client: Texas Dept of Public Safety

Project: DPS Houston Crime LAB Chiller

Location: Jersey Village, TX

Services: HVAC

Completion Date: 02/2019

Budget & Final Cost: \$296,141.00 & \$339,900.00

Contact: William Becker

william.becker@dps.texas.gov / (512) 424-7626

Client: City of Dallas

Project: COD Painting

Location: Dallas, TX

Services: Painting

Completion Date: 10/2018

Budget & Final Cost: \$86,423.49 & \$113,786.65

Contact: Kirby Krol

Kirby.krol@dallascityhall.com / (214) 670-3413

Client: City of Dallas

Project: Dallas Multipurpose Center

Location: Dallas, TX

Services: Painting

Completion Date: 07/2018

Budget & Final Cost: \$450,000.47 & \$625,246.43

Contact: Kirby Krol

Kirby.krol@dallascityhall.com / (214) 670-3413

Client: San Antonio ISD

Project: SAISD Austin Chiller Replacement

Location: San Antonio ISD

Services: HVAC

Completion Date: 02/2019

Budget & Final Cost: \$406,659.52 & \$359,616.18

Contact: Sylvia Pena

spena4@saisd.net / (210) 554-2420

Client: City of Dallas

Project: 7901 Goforth Mosquito Light

Location: Dallas, TX

Services: Electrical

Completion Date: 06/2018

Budget & Final Cost: \$3,441.03 & \$5,778.46

Client: Texas Health & Human Services

Project: Mexia Generators

Location: Mexia, TX

Services: Electrical

Completion Date: 12/2018

Budget & Final Cost: \$242,600.00 & \$296,945.50

Contact: Kevin Mathis

kevin.mathis@hhsc.state.tx.us / (512) 206-4617

Client: City of Dallas

Project: Dallas Convention Center Painting

Location: Dallas, TX

Services: Painting

Completion Date: 06/2018

Budget & Final Cost: \$280,298.29 & \$362,707.22

Contact: Kirby Krol

Kirby.krol@dallascityhall.com / (214) 670-3413

Client: San Antonio ISD

Project: SAISD Bowie Chiller Replacement

Location: San Antonio

Services: HVAC

Completion Date: 12/2018

Budget & Final Cost: \$310,626.57 & \$336,839.00

Contact: Sylvia Pena

spena4@saisd.net / (210) 206-6122

Client: City of Dallas

Project: CODE Compliance Center

Location: Dallas, TX

Services: Electrical

Completion Date: 05/2018

Budget & Final Cost: \$18,643.16 & \$24,684.02

Contact: Kirby Krol

Kirby.krol@dallascityhall.com / (214) 670-3413

Client: City of Dallas

Project: Convention Center Insulation

Location: Dallas, TX

Services: Insulation

Completion Date: 06/2018

Budget & Final Cost: \$2,881.00 & \$22,030.00



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Contact: Kirby Krol

Kirby.krol@dallascityhall.com / (214) 670-3413

Client: Trane US Inc.

Project: DFW Airport Eastside Piping

Location: Dallas, TX

Services: Mechanical

Completion Date: 01/2019

Budget & Final Cost: \$97,735.01 & \$109,162.50

Contact: Scott Meyerkord

sameyerkord@trane.com / (214) 206-6122

Client: City of Dallas

Project: MLK Library

Location: Dallas, TX

Services: Painting

Completion Date: 06/2018

Budget & Final Cost: \$17,909.13 & \$25,540.99

Contact: Kirby Krol

Kirby.krol@dallascityhall.com / (214) 670-3413

Client: City of Dallas

Project: Skyline Library

Location: Dallas, TX

Services: Painting

Completion Date: 06/2018

Budget & Final Cost: \$9,923.88 & \$16,754.40

Contact: Kirby Krol

Kirby.krol@dallascityhall.com / (214) 670-3413

Client: City of Dallas

Project: Oak Cliff Municipal

Location: Dallas, TX

Services: Painting

Completion Date: 06/2018

Budget & Final Cost: \$7,477.77 & \$8,114.75

Contact: Kirby Krol

Kirby.krol@dallascityhall.com / (214) 670-3413

Client: City of Dallas

Project: Pleasant Grove Library

Location: Dallas, TX

Services: Painting

Contact: Kirby Krol

Kirby.krol@dallascityhall.com / (214) 670-3413

Client: C &W Services

Project: GSA Farmers Branch Meters

Location: Farmers Branch, TX

Services: Mechanical

Completion Date: 09/2018

Budget & Final Cost: \$42,971.00 & \$48,313.00

Contact: Shawna Villareal

Shawna.villareal@gsa.gov / (817) 850-5541

Client: City of Dallas

Project: COD Fleet Lighting

Location: Dallas, TX

Services: Electrical

Completion Date: 08/2018

Budget & Final Cost: \$156,616.25 & \$210,543.66

Contact: Kirby Krol

Kirby.krol@dallascityhall.com / (214) 670-3413

Client: City of Dallas

Project: Audelia Library

Location: Dallas, TX

Services: Painting

Completion Date: 06/2018

Budget & Final Cost: \$5,724.63 & \$8,387.92

Contact: Kirby Krol

Kirby.krol@dallascityhall.com / (214) 670-3413

Client: City of Dallas

Project: Lochwood Library

Location: Dallas, TX

Services: Painting

Completion Date: 06/2018

Budget & Final Cost: \$5,848.13 & \$7,193.74

Contact: Kirby Krol

Kirby.krol@dallascityhall.com / (214) 670-3413

Client: City of Dallas

Project: NCPD Security Gates

Location: Dallas, TX

Services: Electrical



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Completion Date: 06/2018
Budget & Final Cost: \$17,382.00 & \$23,263.15
Contact: Kirby Krol
Kirby.krol@dallascityhall.com / (214) 670-3413

Completion Date: 02/2019
Budget & Final Cost: \$39,167.00 & \$49,862.23
Contact: Kirby Krol
Kirby.krol@dallascityhall.com / (214) 670-3413

Client: City of Dallas
Project: Animal Services
Location: Dallas, TX
Services: Painting
Completion Date: 10/2018
Budget & Final Cost: \$13,445.80 & \$18,592.75
Contact: Kirby Krol
Kirby.krol@dallascityhall.com / (214) 670-3413

Client: City of Dallas
Project: Prairie Creek Library
Location: Dallas, TX
Services: Painting
Completion Date: 07/2018
Budget & Final Cost: \$11,639.00 & \$15,753.23
Contact: Kirby Krol
Kirby.krol@dallascityhall.com / (214) 670-3413

Client: City of Dallas
Project: FS #17
Location: Dallas, TX
Services: Painting
Completion Date: 08/2018
Budget & Final Cost: \$29,603.03 & \$37,309.02
Contact: Kirby Krol
Kirby.krol@dallascityhall.com / (214) 670-3413

Client: City of Dallas
Project: African American Museum Fence
Location: Dallas, TX
Services: Painting
Completion Date: 08/2018
Budget & Final Cost: \$17,823.35 & \$22,427.31
Contact: Kirby Krol
Kirby.krol@dallascityhall.com / (214) 670-3413

Client: City of Dallas
Project: Central Library
Location: Dallas, TX
Services: Electrical
Completion Date: 08/2018
Budget & Final Cost: \$29,527.66 & \$38,872.74
Contact: Kirby Krol
Kirby.krol@dallascityhall.com / (214) 670-3413

Client: City of Dallas
Project: Heritage Village Ramp
Location: Dallas, TX
Services: General Construction
Completion Date: 10/2018
Budget & Final Cost: \$37,908.00 & \$50,000.00
Contact: Kirby Krol
Kirby.krol@dallascityhall.com / (214) 670-3413

Client: City of Dallas
Project: Kleburgh-Riley Library
Location: Dallas, TX
Services: Painting
Completion Date: 09/2018
Budget & Final Cost: \$11,065.70 & \$15,074.88
Contact: Kirby Krol
Kirby.krol@dallascityhall.com / (214) 670-3413

Client: Trane US Inc.
Project: DFW Energy Plaza York Chiller IN
Location: DFW Airport, TX
Services: Insulation
Completion Date: 12/2018
Budget & Final Cost: \$12,253.49 & \$8,000.00
Contact: Scott Meyerkord
sameyerkord@trane.com / (214) 206-6122



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Client: City of Dallas
Project: Dallas City Hall Barricades
Location: Dallas, TX
Services: Painting
Completion Date: 09/2018
Budget & Final Cost: \$19,005.74 & \$32,594.65
Contact: Kirby Krol
Kirby.krol@dallascityhall.com / (214) 670-3413

Client: City of Dallas
Project: Winfrey Point
Location: Dallas, TX
Services: Electrical
Completion Date: 10/2018
Budget & Final Cost: \$13,766.00 & \$21,986.13
Contact: Kirby Krol
Kirby.krol@dallascityhall.com / (214) 670-3413

Client: City of Dallas
Project: FS #20 Painting
Location: Dallas, TX
Services: Painting
Completion Date: 10/2018
Budget & Final Cost: \$12,148.70 & \$16,339.10
Contact: Kirby Krol
Kirby.krol@dallascityhall.com / (214) 670-3413

Client: City of Dallas
Project: Water Distribution Division
Location: Dallas, TX
Services: Electrical
Completion Date: 10/2018
Budget & Final Cost: \$25,962.44 & \$34,191.46
Contact: Kirby Krol
Kirby.krol@dallascityhall.com / (214) 670-3413

Client: City of Dallas
Project: DFW Reverse Osmosis Pipe Replacement
Location: Dallas, TX
Services: Insulation
Completion Date: 12/2018

Client: City of Dallas
Project: Municipal Temp Power
Location: Dallas, TX
Services: Painting
Completion Date: 10/2018
Budget & Final Cost: \$74,438.27 & \$73,052.29
Contact: Kirby Krol
Kirby.krol@dallascityhall.com / (214) 670-3413

Client: City of Dallas
Project: DMA
Location: Dallas, TX
Services: Electrical
Completion Date: 12/2018
Budget & Final Cost: \$3,035.22 & \$3,975.71
Contact: Kirby Krol
Kirby.krol@dallascityhall.com / (214) 670-3413

Client: City of Dallas
Project: COD Marshalls Office Doors
Location: Dallas, TX
Services: Painting
Completion Date: 09/2018
Budget & Final Cost: \$6,010.29 & \$8,890.38
Contact: Kirby Krol
Kirby.krol@dallascityhall.com / (214) 670-3413

Client: City of Dallas
Project: Keeton Park Golf Course
Location: Dallas, TX
Services: Painting
Completion Date: 12/2018
Budget & Final Cost: \$51,724.74 & \$69,368.26
Contact: Kirby Krol
Kirby.krol@dallascityhall.com / (214) 670-3413

Client: City of Dallas
Project: City Hall 6th Floor
Location: Dallas, TX
Services: Electrical
Completion Date: 10/2018



ACUMEN
ENTERPRISES, INC.
HUBZone—Native American Owned

DUNS: 111105248
1504 FALCON, DESOTO, TX 75115
PH: (972) 572-0701 / FX: (972) 572-0889
Texas HUB MBE #1752966405800
SBA HUBZone Certified

Budget & Final Cost: \$49,558.26 & \$52,531.13
Contact: Kirby Krol
Kirby.krol@dallascityhall.com / (214) 670-3413

Client: City of Dallas

Project: FS #44

Location: Dallas, TX

Services: Electrical

Completion Date: 12/2018

Budget & Final Cost: \$18,151.47 & \$29,705.47

Contact: Kirby Krol

Kirby.krol@dallascityhall.com / (214) 670-3413

Client: City of Dallas

Project: African American Museum

Location: Dallas, TX

Services: Electrical

Completion Date: 10/2018

Budget & Final Cost: \$4,407.00 & \$5,979.39

Contact: Kirby Krol

Kirby.krol@dallascityhall.com / (214) 670-3413

Client: City of Dallas

Project: Canton Door Replacement

Location: Dallas, TX

Services: General Construction

Completion Date: 12/2018

Budget & Final Cost: \$5,726.01 & \$7,285.20

Contact: Kirby Krol

Kirby.krol@dallascityhall.com / (214) 670-3413

Client: City of Dallas

Project: African American Museum Electrical

Location: Dallas, TX

Services: Electrical

Completion Date: 11/2018

Budget & Final Cost: \$2,902.08 & \$4,230.98

Contact: Kirby Krol

Kirby.krol@dallascityhall.com / (214) 670-3413

Budget & Final Cost: \$29,606.77 & \$61,658.31

Contact: Kirby Krol

Kirby.krol@dallascityhall.com / (214) 670-3413

Client: City of Dallas

Project: South Dallas Cultural Center

Location: Dallas, TX

Services: Electrical

Completion Date: 11/2018

Budget & Final Cost: \$35,694.26 & \$47,874.00

Contact: Kirby Krol

Kirby.krol@dallascityhall.com / (214) 670-3413

Client: City of Dallas

Project: Dallas City Hall 4th Floor Glass

Location: Dallas, TX

Services: General Construction

Completion Date: 12/2018

Budget & Final Cost: \$5,014.23 & \$7,815.00

Contact: Kirby Krol

Kirby.krol@dallascityhall.com / (214) 670-3413

Client: City of Dallas

Project: Highland Hill Community Center

Location: Dallas, TX

Services: Electrical

Completion Date: 02/2019

Budget & Final Cost: \$14,536.34 & \$19,563.61

Contact: Kirby Krol

Kirby.krol@dallascityhall.com / (214) 670-3413

Client: City of Dallas

Project: Latino Cultural Center

Location: Dallas, TX

Services: Painting

Completion Date: 02/2019

Budget & Final Cost: \$38,008.43 & \$51,627.58

Contact: Kirby Krol

Kirby.krol@dallascityhall.com / (214) 670-3413



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Texas HUB MBE #1752966405800
SBA HUBZone Certified

Client: Child Care Associates
Project: CCA 3rd Floor Renovation

Location: Fort Worth, TX

Services: Painting

Completion Date: 01/2019

Budget & Final Cost: \$81,696.46 & \$125,398.83

Contact: David Black

david.black@childcareassociates.org / (817) 838-0055

Client: City of Dallas

Project: Marshalls Office 1600 Chesnut

Location: Dallas, TX

Services: Painting

Completion Date: 02/2019

Budget & Final Cost: \$6,762.24 & \$8,890.38

Contact: Kirby Krol

Kirby.krol@dallascityhall.com / (214) 670-3413

Client: City of Dallas

Project: Central Library Columns

Location: Dallas, TX

Services: General Construction

Completion Date: 02/2019

Budget & Final Cost: \$5,514.20 & \$7,490.04

Contact: Kirby Krol

Kirby.krol@dallascityhall.com / (214) 670-3413

Client: City of Dallas

Project: 6An Human Resources Phase 1

Location: Dallas, Tx

Services: General Construction

Completion Date: 02/2019

Budget & Final Cost: \$12,401.00 & \$16,779.10

Contact: Kirby Krol

Kirby.krol@dallascityhall.com / (214) 670-3413

2017 Project History

Client: Miss & INST Contracting CMD

Project: FT Hood Fencing

Location: Fort Worth, TX

Services: General Construction

Completion Date: 01/2018

Budget & Final Cost: \$1,511,362.64 & \$1,785,309.20

Contact: Roy Cantrell

roy.r.cantrell2.civ@mail.mil / (254) 287-3057

Client: National Park Service

Project: NPS LBJ NHP Cool Tower

Location: Johnson City, TX

Services: HVAC

Completion Date: 03/2018

Budget & Final Cost: \$55,344.47 & \$92,742.00

Contact: Claire Roberson

Kclaire_roberson@nps.gov / (505) 988-6200

Client: US General Services Administration

Project: GSA Monroe Fire Suppression

Location: Monroe, LA

Services: Fire Protection

Completion Date: 04/2018

Budget & Final Cost: \$4,619.98 & \$15,905.00

Contact: Shawna Villareal

shawna.villareal@gsa.gov / (817) 850-5541

Client: City of Dallas

Project: COD Loop12/US175/Military Park

Location: Dallas, TX

Services: Painting

Completion Date: 04/2018

Budget & Final Cost: \$147,835.22 & \$192,480.11

Contact: Kirby Krol

Kirby.krol@dallascityhall.com / (214) 670-3413

Client: JPS Health Network

Project: JPS Chillers & Boilers

Location: Fort Worth, TX

Services: HVAC

Completion Date: 01/2018

Budget & Final Cost: \$548,615.02 & \$690,053.00

Contact: Michael DiBartolomeo

(817) 319-5960

Client: Texas Parks & Wildlife Dept.

Project: PK Ozone System Chiller Replacement

Location: Graford, TX

Services: HVAC

Completion Date: 01/2018

Budget & Final Cost: \$33,221.54 & \$51,357.00

Contact: Brandon Heaton

(214) 720-1478

Client: City of Dallas

Project: COD Fire Station #2

Location: Dallas, TX

Services: Electrical

Completion Date: 10/2017

Budget & Final Cost: \$25,706.00 & \$34,145.37

Contact: Kirby Krol

Kirby.krol@dallascityhall.com / (214) 670-3413

Client: City of Dallas

Project: COD NE Service Center Painting

Location: Dallas, TX

Services: Painting

Completion Date: 12/2018

Budget & Final Cost: \$20,846.00 & \$26,226.47

Contact: Kirby Krol

Kirby.krol@dallascityhall.com / (214) 670-3413

Client: City of Dallas

Project: COD City Hall Generator Service

Location: Dallas, TX

Services: Electrical

Completion Date: 05/2018

Client: JPS Health Network

Project: JPS Steam Humidifiers

Location: Fort Worth, TX

Services: HVAC

Completion Date: 05/2018



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Budget & Final Cost: \$13,918.60 & \$24,860.39

Contact: Kirby Krol

Kirby.krol@dallascityhall.com / (214) 670-3413

Client: Trane US Inc.

Project: Meyerson Symphony Center

Location: Dallas, TX

Services: Insulation

Completion Date: 02/2018

Budget & Final Cost: \$10,500.00 & \$11,340.00

Contact: Scott Meyerkord

sameyerkord@trane.com / (214) 206-6122

Client: City of Dallas

Project: Dallas City Hall UPS PM 2 Units

Location: Dallas, TX

Services: Electrical

Completion Date: 03/2018

Budget & Final Cost: \$56,015.48 & \$70,048.95

Contact: Kirby Krol

Kirby.krol@dallascityhall.com / (214) 670-3413

Client: City of Dallas

Project: Dallas Kleberg Riley Library

Location: Dallas, TX

Services: Painting

Completion Date: 03/2018

Budget & Final Cost: \$15,704.54 & \$20,706.80

Contact: Kirby Krol

Kirby.krol@dallascityhall.com / (214) 670-3413

Client: City of Dallas

Project: MLK Utility Locate

Location: Dallas, TX

Services: Electrical

Completion Date: 03/2018

Budget & Final Cost: \$1,218.96 & \$1,783.75

Contact: Kirby Krol

Kirby.krol@dallascityhall.com / (214) 670-3413

Budget & Final Cost: \$30,371.64 & \$49,951.00

Contact: Michael DiBartolomeo

(817) 702-1314

Client: Trane US Inc.

Project: DCC Flue Pipe Repairs

Location: Dallas, TX

Services: Insulation

Completion Date: 02/2018

Budget & Final Cost: \$72,733.43 & \$77,425.50

Contact: Kirby Krol

sameyerkord@trane.com / (214) 206-6122

Client: City of Dallas

Project: Dallas City Bachman Lake

Location: Dallas, TX

Services: Painting

Completion Date: 04/2018

Budget & Final Cost: \$9,134.20 & \$12,010.41

Contact: Kirby Krol

Kirby.krol@dallascityhall.com / (214) 670-3413

Client: City of Dallas

Project: Dallas Dolphin Training Center

Location: Dallas, TX

Services: Electrical

Completion Date: 03/2018

Budget & Final Cost: \$4,474.46 & \$7,160.91

Contact: Kirby Krol

Kirby.krol@dallascityhall.com / (214) 670-3413

Client: Trane US Inc.

Project: DFW Energy Plaza Valve Replacement

Location: Dallas, TX

Services: Insulation

Completion Date: 05/2018

Budget & Final Cost: \$6,552.50 & \$6,978.41

Contact: Scott Meyerkord

sameyerkord@trane.com / (214) 206-6122



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2016 Project History

Client: Texas Parks & Wildlife Dept.
Project: Fort Parker Barracks MEP

Location: Mexia, TX

Services: HVAC

Completion Date: 04/2017

Budget & Final Cost: \$264,912.99 & \$371,406.88

Contact: Janie Ramirez
(214) 720-1478

Client: US General Services Administration
Project: GSA Houston Leland Chiller

Location: Houston, TX

Services: HVAC

Completion Date: 10/2017

Budget & Final Cost: \$459,802.98 & \$465,000.00

Contact: Norvell Brown
Shawna.villareal@gsa.gov / (817) 580-5541

Client: Texas Military Dept

Project: SECO Greenville

Location: Greenville, TX

Services: HVAC/Electrical

Completion Date: 06/2017

Budget & Final Cost: \$65,707.00 & \$81,205.00

Contact: David Carlton
david.b.carlton.nfg@mail.mil / (512) 782-5312

Client: Texas Military Dept

Project: SECO Wichita Falls

Location: Wichita Falls, TX

Services: HVAC/ Electrical

Completion Date: 03/2017

Budget & Final Cost: \$15,479.63 & \$12,500.00

Contact: David Carlton
Kdavid.b.carlton.nfg@mail.mil / (512) 782-5312

Client: MSG/MSC Base Contracting

Project: Carswell Chiller

Location: Fort Worth, TX

Services: HVAC

Completion Date: 05/2017

Client: US General Services Administration

Project: GSA Farmers Branch Chiller

Location: Farmers Branch, TX

Services: HVAC

Completion Date: 03/2017

Budget & Final Cost: \$448,788.00 & \$528,000.00

Contact: Shawna Villareal
Shawna.villareal@gsa.gov / (817) 580-5541

Client: US General Services Administration

Project: GSA Hot Springs

Location: Hot Springs, AR

Services: Mechanical

Completion Date: 03/2017

Budget & Final Cost: \$455,134.00 & \$585,00.00

Contact: Frank Campagna
Shawna.villareal@gsa.gov / (817) 580-5541

Client: Texas Military Dept

Project: SECO Terrell

Location: Terrell, TX

Services: HVAC/ Electrical

Completion Date: 04/2017

Budget & Final Cost: \$113,536.09 & \$126,846.00

Contact: David Carlton
david.b.carlton.nfg@mail.mil / (512) 782-5312

Client: Grayhorse Construction Inc

Project: BAFB DX Units

Location: Barksdale AFB, LA

Services: Mechanical

Completion Date: 03/2017

Budget & Final Cost: \$421,441.71 & \$474,000.00

Client: Federal Bureau of Prisons

Project: BOP Boiler Grand Prairie

Location: Grand Prairie, TX

Services: HVAC

Completion Date: 11/2016



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Budget & Final Cost: \$63,643.00 & \$71,850.00
Contact: Micah A Kruse, SMSgt

Client: Miss & Inst Contracting CMD
Project: FT Hood DOL Controls
Location: Fort Worth, TX
Services: Temperature Controls
Completion Date: 03/2017

Budget & Final Cost: \$157,206.29 & \$187,000.00
Contact: Roy Cantrell
roy.r.cantrell2.civ@mail.mil / (254) 287-3057

Client: Trane US Inc.
Project: Convention Center Chiller
Location: Dallas, TX
Services: Mechanical
Completion Date: 11/2017
Budget & Final Cost: \$500,020.16 & \$607,767.49
Contact: Scott Meyerkord
sameyerkord@trane.com / (214) 206-6122

Client: McMillan James Equipment Co
Project: COFW City Hall Lakos Replacement
Location: Fort Worth, TX
Services: Equipment
Completion Date: 08/2017
Budget & Final Cost: \$4,837.00 & \$6,500.00
Contact: Jeff Langlitz
jeffl@mjec.com / (817) 925-7794

Client: City of Dallas
Project: COD Electrical-Illinois
Location: Dallas, TX
Services: Electrical
Completion Date: 10/2017
Budget & Final Cost: \$11,215.36 & \$16,765.00
Contact: Kirby Krol
Kirby.krol@dallascityhall.com / (214) 670-3413

Budget & Final Cost: \$53,901.00 & \$65,000.00
Contact: Douglas V. Patton
dpatton@bop.gov / (972) 352-4641

Client: US General Services Administration
Project: GSA Alexandria
Location: Alexandria, LA
Services: HVAC
Completion Date: 08/2017
Budget & Final Cost: \$375,532.00 & \$476,000.00
Contact: Shawna Villareal
Kshawna.villareal@gsa.gov / (817) 850-5541

Client: Child Care Associates
Project: CCA 4FT Wall Arlington 2
Location: Arlington, TX
Services: General Construction
Completion Date: 05/2017
Budget & Final Cost: \$3,899.86 & \$4,740.00
Contact: David Black
david.black@childcareassociates.org / (817) 838-0055

Client: Trane US Inc.
Project: Omni Hotel
Location: Dallas, TX
Services: Insulation
Completion Date: 10/2017
Budget & Final Cost: \$6,743.85 & \$7,650.00
Contact: Scott Meyerkord
sameyerkord@trane.com / (214) 206-6122

Client: City of Dallas Aviation
Project: COD Love Field Blaster
Location: Dallas, TX
Services: Painting
Completion Date: 10/2017
Budget & Final Cost: \$45,029.77 & \$74,901.10
Contact: Kirby Krol
Kirby.krol@dallascityhall.com / (214) 670-3413



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Client: City of Dallas
Project: COD Fair Oaks Paint
Location: Dallas, TX
Services: Painting

Completion Date: 10/2017

Budget & Final Cost: \$14,122.75 & \$19,303.05

Contact: Kirby Krol

Kirby.krol@dallascityhall.com / (214) 670-3413

Client: City of Dallas
Project: COD Tire Shop
Location: Dallas, TX
Services: Electrical

Completion Date: 10/2017

Budget & Final Cost: \$6,181.65 & \$8,010.00

Contact: Kirby Krol

Kirby.krol@dallascityhall.com / (214) 670-3413

Client: City of Dallas
Project: COD Fire Station #2
Location: Dallas, TX
Services: Electrical

Completion Date: 10/2017

Budget & Final Cost: \$25,706.00 & \$34,145.34

Contact: Kirby Krol

Kirby.krol@dallascityhall.com / (214) 670-3413

Client: City of Dallas
Project: COD 8935 Adlora Electrical
Location: Dallas, TX
Services: Electrical

Completion Date: 11/2017

Budget & Final Cost: \$5,799.66 & \$7,539.11

Contact: Kirby Krol

Kirby.krol@dallascityhall.com / (214) 670-3413

Client: City of Dallas
Project: COD Jack Evans Buss Switch
Location: Dallas, TX
Services: Electrical

Completion Date: 12/2017

Budget & Final Cost: \$10,896.10 & \$15,556.00

Contact: Kirby Krol

Kirby.krol@dallascityhall.com / (214) 670-3413

Client: Child Care Associates
Project: CCA Mansfield Floor
Location: Mansfield, TX
Services: General Construction

Completion Date: 12/2017

Budget & Final Cost: \$1,967.51 & \$2,726.00

Contact: David Black

david.black@childcareassociates.org / (817) 838-0055

Client: Trane US Inc.
Project: Dallas Oak Cliff Municipal Boiler
Location: Dallas, TX
Services: Insulation
Completion Date: 11/2017
Budget & Final Cost: \$2,962.80 & \$4,950.00
Contact: Scott Meyerkord
Kirby.krol@dallascityhall.com / (214) 670-3413



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2015 Project History

Client: Dept of The Treasury
Project: BEP Hardened Command CTR
Location: Fort Worth, TX
Services: Electrical
Completion Date: 08/2016
Budget & Final Cost: \$2,119,416.32 & \$2,321,921.94
Contact: Richard Louis Taylor
richard.taylor@bep.gov / (202) 874-3255

Client: AFB 2 Cons
Project: BAFB Fire Suppression Pumps
Location: Barksdale AFB, LA
Services: Fire Protection
Completion Date: 09/2016
Budget & Final Cost: \$837,071.55 & \$853,500.00
Contact: SrA Justin Carroll

Client: Ashford International LLC
Project: Arkadelphia USAR HVAC
Location: Arkadelphia, AR
Services: Mechanical
Completion Date: 04/2016
Budget & Final Cost: \$88,452.32 & \$86,238.00
Contact: Steve Davis

Client: Federal Bureau of Prisons
Project: BOP Three Rivers Chiller Repair
Location: Three Rivers, TX
Services: Temperature Controls
Completion Date: 04/2016
Budget & Final Cost: \$33,965.66 & \$36,000.00
Contact: Douglas V. Patton
dpattson@bop.gov / (972) 352-4641

Client: Dept of Veterans Affairs
Project: VA CMOP AC Repair
Location: Lancaster, TX
Services: Mechanical
Completion Date: 07/2016

Client: Texas Military Dept
Project: TMD Camp Mabry Generators
Location: Austin, TX
Services: Electrical
Completion Date: 12/2016
Budget & Final Cost: \$420,644.20 & \$470,614.06
Contact: David Carlton
david.b.carlton.nfg@mail.mil / (512) 782-5312

Client: Child Care Associates
Project: Child Care Associates
Location: Fort Worth, TX
Services: Painting
Completion Date: 08/2016
Budget & Final Cost: \$267,009.04 & \$333,867.00
Contact: David Black
david.black@childcareassociates.org / (817) 838-0055

Client: Texas Facilities Commission
Project: TFC Waco Chiller
Location: Waco, TX
Services: HVAC
Completion Date: 09/2016
Budget & Final Cost: \$121,714.13 & \$128,275.00
Contact: Billy Knapp
Kirby.krol@dallascityhall.com / (214) 670-3413

Client: Texas Dept of Public Safety
Project: DPS Crime Lab Boilers
Location: Garland, TX
Services: Plumbing
Completion Date: 07/2016
Budget & Final Cost: \$18,129.50 & \$22,950.00
Contact: William Becker
william.becker@dps.texas.gov / (512) 424-7626

Client: Dept of Veterans Affairs
Project: VA-CMOP #2
Location: Lancaster, TX
Services: Electrical
Completion Date: 09/2016



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Budget & Final Cost: \$421.32 & \$1,000.00

Contact: David Carlton

david.b.carlton.nfg@mail.mil / (512) 782-5312

Client: Child Care Associates

Project: CCA 3rd Floor Renovation-PT1

Location: Fort Worth, TX

Services: Flooring

Completion Date: 12/2016

Budget & Final Cost: \$15,818.40 & \$21,165.00

Contact: David Black

David.black@childcareassociates.org / (817) 838-0055

DUNS: 111105248

1504 FALCON, DESOTO, TX 75115

PH: (972) 572-0701 / FX: (972) 572-0889

Texas HUB MBE #1752966405800

SBA HUBZone Certified

Budget & Final Cost: \$2,126.39 & \$2,499.00

Contact: David Carlton

david.b.carlton.nfg@mail.mil / (512) 782-5312



City Council Meeting Management Report

Meeting Date: *20 November 2023*

Contact: *Teddy May, Chief of Police*

Phone: *972-921-4412*

AGENDA ITEM:

Consideration and action to accept bid for police body camera upgrade.

BACKGROUND & FINDINGS:

3 bids were obtained:

WatchGuard: \$233,296.24 over 5 years

Axon: \$600,000 over 5 years

Utility: \$252,800 over 5 years

FINANCIAL IMPACT:

\$45,000.00 per year 2-5. First year is covered under the grant at 75%

RECOMMENDATION:

Recommend we accept the WatchGuard bid.

MANAGEMENT REVIEW:

Teddy May, Chief of Police

Billing Address:
ALVARADO POLICE
DEPARTMENT, CITY OF
600 SOUTH PKWY
ALVARADO, TX 76009
US

Shipping Address:
ALVARADO-POLICE DEPT, CITY
OF
600 S PKWY
ALVARADO, TX 76009
US

Quote Date:11/07/2023
Expiration Date:02/05/2024
Quote Created By:
Demetrius Summerville
Regional Sales Manager
Dede.Summerville@
motorolasolutions.com
916-516-3671

End Customer:
ALVARADO POLICE DEPARTMENT, CITY
OF

Summary:

Any sales transaction resulting from Motorola's quote is based on and subject to the applicable Motorola Standard Terms and Conditions, notwithstanding terms and conditions on purchase orders or other Customer ordering documents. Motorola Standard Terms and Conditions are found at www.motorolasolutions.com/product-terms.

Line #	Item Number	Description	Qty	Term	List Price	Sale Price	Ext. Sale Price	Refresh Duration
Video as a Service								
1	PRS-0618A	VAAS MANAGED INSTAL,ONSITE,TRAIN, CONFIG	1		\$6,250.00	\$5,000.00	\$5,000.00	
2	SSV00S01450B	LEARNER LXP SUBSCRIPTION*	34	5 YEAR	\$0.00	\$0.00	\$0.00	
3	WGB-0138AAS	VIDEO EQUIPMENT, V300/V700 TRANSFER STATION (\$30 PER MON)	1		Included	Included	Included	
4	WGC02001-VAAS	VIDEOMANAGER EL CLOUD, ANNUAL UNLIMITED STORAGE PER BODY WORN CAMERA VAAS*	14	5 YEAR	Included	Included	Included	
5	WGP02798-KIT	V700 MAGNETIC MOUNT WITH BWC BOX	14		Included	Included	Included	
6	WGB-0741A	V700 BODY WORN CAMERA FIRSTNET READY	14		Included	Included	Included	3 YEAR



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.
Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

Line #	Item Number	Description	Qty	Term	List Price	Sale Price	Ext. Sale Price	Refresh Duration
7	LSV07S03512A	ESSENTIAL SERVICE WITH ACCIDENTAL DAMAGE AND ADVANCED REPLACEMENT	14	5 YEAR	Included	Included	Included	
8	SWV07S03593A	SOFTWARE ENHANCEMENTS	14	5 YEAR	Included	Included	Included	
9	WGW00122-302	BODY WORN CAMERA CONFIGURATION SERVICE	14		\$101.00	\$80.80	\$1,131.20	
10	WGP02950	V700 BATTERY, 3.8V, 4180MAH, REMOVABLE	21		\$137.50	\$110.00	\$2,310.00	
11	WGB-0138A	V300 TRANSFER STATION II	1		\$1,868.75	\$1,495.00	\$1,495.00	
12	AAS-M5-BWC-5YR	M500 IN-CAR SYSTEM WITH BODY WORN CAMERA AND VIDEO MANAGER EL CLOUD - 5 YEARS VIDEO-AS-A-SERVICE*	14	5 YEAR	\$13,500.00	\$13,500.00	\$189,000.00	
13	WGB-0703A	M500 ICV SYSTEM, V300 WIFI DOCK, SPS*	14		Included	Included	Included	
14	WGW00502	M500 EXTENDED WARRANTY	14	5 YEAR	Included	Included	Included	
15	WGB-0189A	MTIK CONF KIT,802.11AC,M500POE ,5GHZANT	14		Included	Included	Included	
16	WGP01394-001	CBL, WIFI VHCL ANT MNT, NMO, 17'L	14		Included	Included	Included	
17	WGC02002-VAAS	VIDEOMANAGER EL CLOUD, ANNUAL UNLIMITED STORAGE PER IN-CAR VIDEO SYSTEM WITH 2 CAMERAS VAAS*	14	5 YEAR	Included	Included	Included	
18	WGW00122-303	IN-CAR VIDEO SYSTEM CONFIGURATION SERVICE	14		\$223.00	\$178.40	\$2,497.60	

Vigilant



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Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

Line #	Item Number	Description	Qty	Term	List Price	Sale Price	Ext. Sale Price	Refresh Duration
19	DDN2842A	VIGILANT (PS) DELIVERY	2500		\$1.00	\$1.00	\$2,500.00	
20	DDN2843A	VIGILANT (PS) SUPPORT	500		\$1.00	\$1.00	\$500.00	
CommandCentral Evidence								
21	ISV00S01459A	DIGITAL EVIDENCE DELIVERY SERVICES	1		\$2,224.04	\$2,224.04	\$2,224.04	
22	SSV00S03751A	INTEGRATION: VIDEO MANAGER EL (CLOUD) TO EVIDENCE*	1	5 YEAR	\$0.00	\$0.00	\$0.00	
23	SSV00S01450B	LEARNER LXP SUBSCRIPTION*	3	5 YEAR	\$0.00	\$0.00	\$0.00	
24	SSV00S02601A	COMMANDCENTRAL EVIDENCE PLUS*	1	5 YEAR	\$7,020.00	\$7,020.00	\$7,020.00	
25	SSV00S02604A	FIELD RESPONSE APPLICATION*	1	5 YEAR	Included	Included	Included	
26	SSV00S02605A	RECORDS MANAGEMENT*	1	5 YEAR	Included	Included	Included	
27	SSV00S02606A	OPTIMIZED DIGITAL EVIDENCE*	1	5 YEAR	\$0.00	\$0.00	\$0.00	
28	SSV00S02782A	COMMUNITY INTERACTION TOOL*	1	5 YEAR	\$0.00	\$0.00	\$0.00	
29	Incentive	Expiration Date: 12/29/2023	1		-\$10,000.00	-\$10,000.00	-\$10,000.00	
Video as a Service								
30	AAS-BWC-5YR-001	BODY WORN CAMERA AND VIDEO MANAGER EL CLOUD - 5 YEARS VIDEO-AS-A-SERVICE	7	5 YEAR	\$4,140.00	\$4,140.00	\$28,980.00	
31	WGB-0138AAS	VIDEO EQUIPMENT, V300/V700 TRANSFER STATION (\$30 PER MON)	1		Included	Included	Included	



Line #	Item Number	Description	Qty	Term	List Price	Sale Price	Ext. Sale Price	Refresh Duration
32	WGC02001-VAAS	VIDEOMANAGER EL CLOUD, ANNUAL UNLIMITED STORAGE PER BODY WORN CAMERA VAAS*	7	5 YEAR	Included	Included	Included	
33	WGP02798-KIT	V700 MAGNETIC MOUNT WITH BWC BOX	7		Included	Included	Included	
34	WGB-0741A	V700 BODY WORN CAMERA FIRSTNET READY	7		Included	Included	Included	3 YEAR
35	LSV07S03512A	ESSENTIAL SERVICE WITH ACCIDENTAL DAMAGE AND ADVANCED REPLACEMENT	7	5 YEAR	Included	Included	Included	
36	SWV07S03593A	SOFTWARE ENHANCEMENTS	7	5 YEAR	Included	Included	Included	
37	WGW00122-302	BODY WORN CAMERA CONFIGURATION SERVICE	7		\$114.00	\$91.20	\$638.40	

Grand Total

\$233,296.24(USD)

Pricing Metric :

Price is indicative of the following -

of Named Users for CommandCentral Evidence - 3



Pricing Summary

	List Price	Sale Price
Upfront Costs for Hardware, Accessories and Implementation (if applicable), plus Subscription Fee	\$66,564.29	\$53,296.24
Year 2 Subscription Fee	\$45,000.00	\$45,000.00
Year 3 Subscription Fee	\$45,000.00	\$45,000.00
Year 4 Subscription Fee	\$45,000.00	\$45,000.00
Year 5 Subscription Fee	\$45,000.00	\$45,000.00
Grand Total System Price	\$246,564.29	\$233,296.24

Notes:

- Additional information is required for one or more items on the quote for an order.
- Unless otherwise noted, this quote excludes sales tax or other applicable taxes (such as Goods and Services Tax, sales tax, Value Added Tax and other taxes of a similar nature). Any tax the customer is subject to will be added to invoices.
- Unless otherwise noted in this quote / order, installation of equipment is not included.
- Please refer to the ALPR Solution Attachment for further details



 MOTOROLA SOLUTIONS
VIDEO-AS-A-SERVICE OVERVIEW

QUOTE-2408919
VAAS 21 V700 ONSITE LPR

Video-as-a-Service (VaaS) is a subscription-based solution that provides agencies with Motorola's industry-leading evidence collection and management tools. VaaS includes access to high definition camera systems and the VideoManager EL Cloud evidence management platform.

VideoManager EL Cloud automates data maintenance and facilitates administration of your department's devices in a Government cloud-based storage solution. Agencies can capture, record, store, and efficiently manage all evidentiary data with VideoManager.

In addition, the VaaS solution can be expanded with CommandCentral Evidence to provide a single, streamlined workflow in the industry's only end-to-end digital evidence management ecosystem.



When combined into a single solution, these tools enable officers in the field to easily capture, record, and upload evidence, as well as efficiently manage and share that evidentiary data. Because Video-as-a-Service requires no up-front purchase of equipment or software, it provides a simple way to quickly deploy and begin using a complete camera and evidence management solution for a per device charge, billed quarterly.



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MOTOROLA SOLUTIONS

VIDEOMANAGER EL CLOUD SOLUTION DESCRIPTION

QUOTE-2408919
VAAS 21 V700 ONSITE LPR

VideoManager EL Cloud simplifies evidence management, automates data maintenance, and facilitates management of your department's devices, all in a cloud-based, off-premises storage solution.

It is compatible with V300 and VISTA body-worn cameras, as well as M500 and 4RE in-car video systems, enabling you to upload video evidence quickly and securely. It also allows live-streaming capabilities through the optional SmartControl and SmartConnect applications.

VIDEO EVIDENCE MANAGEMENT

Using VideoManager EL Cloud delivers benefits to all aspects of video evidence management. From streamlining the evidence review process to automatically maintaining your stored data, VideoManager EL Cloud makes evidence management as efficient as possible. With VideoManager EL Cloud, you minimize the amount of time spent manually managing evidence, allowing your team to spend more time in the field.

Simplified Evidence Review

VideoManager EL Cloud makes evidence review easier by allowing users to upload evidence into cloud storage from their in-field devices. When evidence is uploaded, important information is sorted, which groups relevant evidence together. This information includes a recording's date and time, device used to capture, event ID, officer name, and event type. This allows you to view recordings of an incident that were taken from several devices simultaneously, eliminating the task of reviewing irrelevant footage during review.

Its built-in media player includes a visual display of incident data, allowing you to tag moments of interest, such as when lights, sirens, or brakes were activated during the event timeline.

Other relevant files, such as PDFs, spreadsheets, reports, third-party videos, audio recordings, pictures, and drawings, can also be grouped together and stored under a specific case entry, allowing all pertinent information to be stored together in VideoManager EL.

Easy Evidence Sharing

VideoManager EL Cloud allows you to easily share information in the evidence review or judiciary sharing process by exporting evidence data as MP4 files.

You can also find relevant evidence data using audit log filters, including criteria such as import, export, playback, download, share, and modify dates.

Automatic Data Maintenance

VideoManager EL Cloud lets you automatically organize the evidence data you store, allowing you to save time that would be spent manually managing it. It can schedule the automatic movement or purging of events on a daily, weekly, or monthly basis, based on how the user wants to configure the system.

Security groups and permissions are easily set-up in VideoManager EL Cloud, allowing you to grant individuals access to evidence on an as-needed basis.



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Integration with In-Car and Body-Worn Cameras

Officers on the road are able to automatically upload encrypted video from in-car systems and body cameras. This eliminates the need for trips to and from the station solely for uploading data into the system.

Video and audio captured by the M500, V300, 4RE and VISTA camera systems are automatically linked in VideoManager EL Cloud based on time and location. You can then utilize synchronized playback and export of video and audio from multiple devices in the same recording group, where video and audio streams can be matched together.

Optional Live Video Streaming

VideoManager EL Cloud integrates with SmartControl, an optional mobile application for Android or iOS that allows officers to complete evidence review work normally completed at their desk from their smartphone.

SmartControl also allows officers to categorize recordings using event tags, stream live video from, and change camera settings, such as adjusting field of view, brightness, and audio levels.

SmartConnect, an optional smartphone application, provides VISTA body-worn camera users with immediate in-field access to their body cameras. SmartConnect includes the ability to pair with VISTA cameras, adjust officer preferences, categorize recordings with incident IDs and case numbers, and play back recordings.

DEVICE MANAGEMENT

Agencies using VideoManager EL Cloud are able to assign users to devices, track them, and streamline shift changes. You can easily manage, configure, update firmware, and deploy in-car and body-worn cameras. Individual preference settings can be configured based on user profiles, allowing quick device transactions within a pooled device system. VideoManager EL Cloud also tracks devices and enables them to be quickly exchanged between officers during shift changes. This minimizes the amount of devices needed for your fleet.

Device Tracking

You can easily manage, configure, and deploy their in-car and body-worn cameras in VideoManager EL Cloud. Devices can be assigned to personnel within VideoManager EL Cloud and tracked, helping agencies keep track of which users have specific devices.

Faster Shift Changes

VideoManager EL Cloud's Rapid Checkout Kiosk feature allows agencies to take advantage of a pooled camera system to utilize fewer cameras. Rapid Checkout Kiosk feature allows agencies using a pooled camera system to use fewer cameras. Cameras can be checked out at the start of a shift using an easy-to-use interface. At the end of the shift, the camera can be returned to its dock, where the video is automatically uploaded and the camera is made ready to be checked out and used for the next shift.

Devices can also be configured to remember individual preference settings for each user, including volume level, screen brightness and camera aim. These settings are applied whenever a device is assigned to a specific officer. A variety of settings within VideoManager EL Cloud also enable you to configure devices to operate in alignment with your agency's policies and procedures.



M500 IN-CAR VIDEO SYSTEM SOLUTION DESCRIPTION

The M500 In-Car Video System is the first AI-enabled in-car video solution for law enforcement. It combines Motorola's powerful camera technology with our industry-leading digital evidence management software (DEMS), to improve the quality of evidence collected and streamline the data sharing process throughout investigation.

VIDEO RECORDING AND CAPTURE

Equipped with high-definition front and cabin cameras with configurable recording resolution of up to 1080p, the M500 creates a reliable record of evidence that can be uploaded to your DEMS solution from any location with a cellular or Wi-Fi signal.

It is equipped with patented Record-After-the-Fact (RATF) technology, which ensures continuous recording from both front and cabin perspectives whenever the camera is on, even if the recording function isn't manually engaged. All RATF data is automatically uploaded to DEMS, for easy review and data capture whenever it is needed.

DISPLAY AND USER INTERFACE

The M500 system features a 5" control panel with a bright, clear display. It offers an icon-driven interface and intuitive controls to streamline field operations. Users can execute any function on the device within three taps of the screen.

AUTOMATIC RECORDING FUNCTIONALITY

Users can program various sensors to activate a new recording. These sensors include emergency lights, sirens, auxiliary inputs, wireless microphones, vehicle speed, and crash detection. When these sensors are triggered, the integrated cameras automatically start recording, allowing officers to capture video evidence without manually activating any cameras.

INTEGRATION WITH V300

The M500 integrates with the V300 Body-Worn Camera for synchronized recording and playback, as well as wireless uploading. Whenever one camera in a group is activated, the Group Recording function enables other cameras in that group within Wi-Fi range to join in on a group recording for easy capture of all available information. Video evidence on a V300 Body-Worn Camera can be uploaded to your evidence management system via an in-car LTE network.



4RE IN-CAR VIDEO SYSTEM LICENSE PLATE RECOGNITION (LPR)

DESCRIPTION

Safety is your primary concern. You have to ensure that every officer has the best possible information before engaging with a suspect. And a vehicle's license plate can unlock critical data to inform your response to a situation.

The 4RE in-car video system has been integrated with our market-leading Vigilant LEARN LPR platform to give you the ability to do close-range LPR without the need for any additional hardware. Officers can use the system's front camera to identify vehicles of interest before they step out of their vehicle. The process is completely automated, with no requirement for interaction with the camera or software.

DETAILS

Using a high-accuracy OCR algorithm, the 4RE front camera can capture license plates moving at normal highway speeds from up to 10 feet away.

The M500 is not recommended for high-speed (>70 mph), long-range or high-throughput LPR applications, or where target vehicles will not be visible through the front windshield. For these situations we offer our L5M purpose-designed mobile LPR camera.

The 4RE system connects to CarDetector Mobile (CDM) software running on your in-car Mobile Data Terminal (MDT). CDM gives officers a convenient dashboard, showing the video stream(s), recently-captured license plates and recent "hits". It can be configured to give visible and audible alerts whenever a plate matches an entry on a hotlist. Hotlists can be agency-owned or shared.

You also have access to the market-leading Vigilant PlateSearch application, for analysis of LPR data captured by agency cameras. Optionally, you can extend this to include LPR data from neighboring agencies and commercial customers.



ARCHITECTURE

4RE LPR installations are available in two different architectures:

- 1) Basic: 4RE system connected directly to a Mobile Data Terminal (MDT) running CarDetector Mobile (CDM) software.
- 2) Advanced: 4RE system and L5M Mobile LPR Camera(s) all connected through a VLP5200 Video Integration Processor to an MDT running CDM software.



MOBILE VIDEO PRODUCTS NEW SYSTEM STATEMENT OF WORK

OVERVIEW

This Statement of Work (SOW) outlines the responsibilities of Motorola Solutions, Inc. (Motorola) and the Customer for the implementation of purchased body-worn camera(s) and/or in-car video system(s) and your digital evidence management solution. For the purpose of this SOW, the term "Motorola" may refer to our affiliates, subcontractors, and third-party partners. The third-party partner(s) will work on Motorola's behalf to install your in-car video system(s).

This SOW addresses the responsibilities of Motorola and the Customer that are relevant to the implementation of the hardware and software components listed in the Solution Description. Any changes or deviations from this SOW must be mutually agreed upon by Motorola and the Customer and will be addressed in accordance with the change provisions of the Agreement. The Customer acknowledges any changes or deviations from the SOW may incur additional cost.

Motorola and the Customer will work to complete their respective responsibilities in accordance with the Project Schedule. Any changes to the Project Schedule must be mutually agreed upon by both parties in accordance with the change provisions of the Contract.

Unless specifically stated, Motorola will perform the work remotely. The Customer will provide Motorola personnel with access to their network and facilities so Motorola is able to fulfill its obligations. All work will be performed during normal business hours (Monday through Friday from 8:00 a.m. to 5:00 p.m.).

The number and type of software subscription licenses, products, or services provided by Motorola and its subcontractors are specifically listed in the Contract and referenced in the SOW.

AWARD, ADMINISTRATION, AND PROJECT INITIATION

Project Initiation and Planning will begin following the Execution of the Contract between Motorola and the Customer. At the conclusion of Project Planning, the Motorola's Project Manager (PM) will begin status meetings and provide status reports on a regular cadence with the Customer's PM. The status report will provide a summary of activities completed, activities planned, project progress against the project schedule, items of concern requiring attention, as well as potential project risks and agreed upon mitigation actions.

Motorola utilizes Google Meet as its teleconference tool. If the Customer desires to use an alternative teleconferencing tool, any costs incurred for the use of the alternate teleconferencing tool will be the responsibility of the Customer.

CJIS INFORMATION

Motorola will provide state of residency and fingerprint cards for any employee requiring physical or logical access to unencrypted NCIC/III or CHRI data so Customer can conduct a criminal background investigation. A criminal background investigation is also required for Motorola employees who need access to Criminal Justice Information Systems (CJIS) containing unencrypted NCIC/III or CHRI data.

If the Customer requires a different method for a Motorola employee to access CJIS, Motorola will work with the Customer to complete this documentation in a timely manner.



COMPLETION CRITERIA

The project is considered complete once Motorola has completed all responsibilities listed in this SOW. Customer's task completion will occur based on the Project Schedule to ensure Motorola is able to complete all tasks without delays. Motorola will not be held liable for project delays due to incomplete Customer tasks.

The Customer must provide Motorola with written notification if they do not accept the completion of Motorola responsibilities. The written notification must be provided to Motorola within ten (10) business days of task completion.

SUBSCRIPTION SERVICE PERIOD

If the contracted system includes a subscription, the subscription service period will begin upon the Customer's receipt of credentials for access. In the absence of written notification for non-acceptance, beneficial use will occur thirty (30) days after functional demonstration of the system.

PROJECT ROLES AND RESPONSIBILITIES OVERVIEW

Motorola Project Roles and Responsibilities

The Motorola Project Team will be assigned to the project under the direction of the Motorola's PM. Each team member will be engaged in different phases of the project as necessary. Some team members will be multi-disciplinary and may fulfill more than one role.

In order to maximize effectiveness, the Motorola Project Team will provide various services remotely by teleconference, web-conference, or other remote method in order to fulfill our commitments as outlined in this SOW.

Our experience has shown customers who assume ownership of the system early and take an active role in the delivery and educational process realize user adoption sooner and achieve higher levels of success with system operation.

The subsections below provide an overview of the Project Team Members.

Project Manager (PM)

The PM will be the principal business representative and point of contact for Motorola. The PM's responsibilities may include but are not limited to:

- Manage Motorola responsibilities related to the delivery of the project.
- Maintain the Project Schedule, and manage assigned Motorola personnel, subcontractors, and suppliers as applicable.
- Coordinate schedules of assigned Motorola personnel, subcontractors, and suppliers as applicable.
- Conduct equipment inventory.
- Maintain project communications with the Customer.
- Identify and manage project risks.
- Coordinate collaboration of Customer resources to minimize project delays.
- Evaluate project status against Project Schedule.
- Conduct status meetings on mutually agreed upon dates to discuss project status.
- Provide timely responses to Customer inquiries and issues related to project progress.



- Conduct daily status calls with the Customer during Go-Live.

Post Sales Engineer

The Post Sales Engineer will work with the Customer's Project Team on:

- System provisioning.
- Contracted data migration between two disparate digital evidence management systems (if applicable).

System Technologist (ST)

The ST will work with the Customer's Project Team on:

- The installation and configuration of system devices.
- Provide instructions to the Customer on the installation and configuration of system devices.
- Review equipment setup with the Customer.
- Develop and submit a Trip Report to the Customer.

Professional Services Engineer (if applicable)

The Professional Services Engineer is engaged on projects that include integration between Motorola evidence management system and the Customer's third-party software application. Their responsibilities include:

- Delivery of the interface between Motorola evidence management system and the Customer's third-party software (e.g. CAD).
- Work with the Customer to access required systems/data.

Application Specialist (if applicable)

The Application Specialist will work with the Customer Project Team on system provisioning and education. The Application Specialist's responsibilities include but are not limited to:

- Deliver provisioning education and guidance to the Customer for operating and maintaining their system.
- Provide product education as defined by this SOW and described in the Education Plan.

Technical Trainer / Instructor

The Technical Trainer / Instructor provides training on-site or remote depending on the training topic and deployment services purchased.

Customer Support Services Team

The Customer Support Services Team will provide on-going support to the Customer following Go-Live and final acceptance of the project.

Customer Project Roles and Responsibilities

Motorola has defined key resources that are critical to this project and must participate in all the activities defined in this SOW. During the Project Planning phase, the Customer will be required to provide names and contact information for the roles listed below. It is critical that these resources are empowered to make decisions based on the Customer's operational and administration needs. The Customer Project Team will be engaged from Project Initiation through Beneficial Use of the system. In the event the Customer is unable to provide the resources identified in this section, Motorola may be able to supplement these resources at an additional cost.



Project Manager

The PM will act as the primary point of contact for the duration of the project. In the event the project involves multiple locations, Motorola will work exclusively with the Customer's primary PM. The PM's list of responsibilities include the following:

- Communicate and coordinate with other project participants.
- Manage the Customer Project Team including subcontractors and third-party vendors. This includes timely facilitation of tasks and activities.
- Maintain project communications with the Motorola PM.
- Identify the tasks required of Customer staff that are outlined in this SOW and the Project Schedule.
- Consolidate all project inquiries from Customer staff to present to the Motorola PM.
- Approve a deployment date offered by Motorola.
- Review the Project Schedule with the Motorola PM and finalize tasks, dates, and responsibilities.
- Measure and evaluate progress against the Project Schedule.
- Monitor the project to ensure resources are available as required.
- Attend status meetings.
- Provide timely responses to issues related to project progress.
- Liaise and coordinate with other agencies, Customer vendors, contractors, and common carriers.
- Review and administer change control procedures, hardware and software certification, and all related project tasks required to meet the deployment date.
- Ensure Customer vendors' readiness ahead of the deployment date.
- Assign one or more personnel to work with Motorola staff as needed for the duration of the project, including one or more representatives from the IT department.
- Identify a resource with authority to formally acknowledge and approve milestone recognition certificates, as well as, approve and release payments in a timely manner.
- Provide Motorola personnel with access to all Customer facilities where system equipment is to be installed. Temporary identification cards are to be issued to Motorola personnel, if required for access.
- Ensure remote network connectivity and access for Motorola resources.
- Assume the responsibility for all fees pertaining to licenses, inspections and any delays associated with inspections due to required permits as applicable to this project.
- Provide reasonable care to prevent equipment exposure from contaminants that may cause damage to the equipment or interruption of service.
- Ensure a safe work environment for Motorola personnel.
- Identify and manage project risks.
- Provide signature(s) of Motorola-provided milestone recognition certificate(s) within ten (10) business days of receipt.

IT Support

IT Support manages the technical efforts and ongoing activities of the Customer's system. IT Support will be responsible for managing Customer provisioning and providing Motorola with the required information for LAN, WAN, server and client infrastructure. IT Support must be familiar with connectivity to internal, external and third-party systems where the proposed system will interface.

The IT Support Team responsibilities include but are not limited to:

- Participate in delivery and training activities to understand the software, interfaces and functionality of the system.



- Participate along with Customer Subject Matter Experts (SMEs) during the provisioning process and associated training.
- Authorize global provisioning decisions and be the Point of Contact (POC) for reporting and verifying problems.
- Maintain provisioning.
- Implement changes to Customer infrastructure in support of the proposed system.

Video Management Point of Contact (POC)

The Video Manager POC will educate officers on digital media policy, participate in Discovery tasks, and complete the Video Management Administration training.

Subject Matter Experts (SMEs)

SMEs are a core group of users involved with the analysis, training and provisioning process, including making decisions on global provisioning. The SMEs should be experienced users in their own respective field (evidence, dispatch, patrol, etc.) and should be empowered by the Customer to make decisions based on provisioning, workflows, and department policies related to the proposed system.

Training POC

The Training POC will act as the course facilitator and is considered the Customer's educational monitor. The Training POC will work with the Motorola team when policy and procedural questions arise. They will be responsible for developing any agency specific training material(s) and configuring new users on the Motorola Learning eXperience Portal (LXP) system. This role will serve as the first line of support during Go-Live for the Customer's end users.

General Customer Responsibilities

In addition to the Customer responsibilities listed above, the Customer is responsible for the following (if applicable):

- All Customer-provided equipment, including third-party hardware and software needed for the proposed system but not listed as a Motorola deliverable. Examples include end user workstations, network equipment, etc.
- Configure, test, and maintain third-party system(s) the Customer will interface with the proposed system.
- Establish an Application Programming Interface (API) for applicable third-party system(s) and provide documentation that describes the integration to the Motorola system.
- Coordinate and facilitate communication between Motorola and Customer third-party vendor(s) as required.
- Third-party installers must be certified through Motorola LXP for remote or in person installation training. The Customer will be responsible for work performed by non-certified installers.
- Upgrades to Customer's existing system(s) in order to support the proposed system.
- Mitigate the impact of upgrading Customer third-party system(s) that will integrate with the proposed system. Motorola strongly recommends working with the Motorola Project Team to understand the impact of such upgrades prior to taking action.
- Active participation of Customer SMEs during the course of the project.
- Electronic versions of any documentation associated with business processes identified.
- Providing a facility with the required computer and audio-visual equipment for training and work sessions.
- Ability to participate in remote project meetings using Google Meet or a mutually agreed upon Customer-provided remote conferencing tool.



Motorola is not responsible for any delays that arise from Customer's failure to perform the responsibilities outlined in this SOW or delays caused by Customer's third-party vendor(s) or subcontractor(s).

NETWORK AND HARDWARE REQUIREMENTS

The following requirements must be met by the Customer prior to Motorola installing the proposed system:

- Provide network connectivity for the transfer and exchange of data for the proposed system.
- Provide Virtual Private Network (VPN) remote access for Motorola personnel to configure the system and conduct diagnostics.
- Provide Internet access to server(s).
- Provide devices such as workstations, tablets, and smartphones with Internet access for system usage. Chrome is the recommended browser for optimal performance. The workstations must support MS Windows 11 Enterprise.
- Provide and install antivirus software for workstation(s).
- Provide Motorola with administrative rights to Active Directory for the purpose of installation, configuration, and support.
- Provide all environmental conditions such as power, uninterruptible power sources (UPS), HVAC, firewall and network requirements.
- Ensure required traffic is routed through Customer's firewall.

PROJECT PLANNING

A clear understanding of the needs and expectations of Motorola and the Customer is critical to fostering a collaborative environment of trust and mutual respect. Project Planning requires the gathering of specific information to set clear project expectations and guidelines, as well as lay the foundation for a successful implementation.

PROJECT PLANNING SESSION

A Project Planning Session will be scheduled after the Contract has been executed. The Project Planning Session is an opportunity for the Motorola and Customer PM to meet prior to the Project Kickoff Meeting and review key elements of the project and expectations of each other. Dependent upon solutions purchased, the agenda will typically include:

- A high level review of the following project elements:
 - Contract documents.
 - A summary of contracted applications and equipment as purchased.
 - Customer's involvement in project activities to confirm understanding of scope and required time commitments.
 - A high level Project Schedule with milestones and dates.
- Confirm CJIS background investigations and fingerprint requirements for Motorola employees and/or subcontractors.
- Determine Customer location for Motorola to ship their equipment for installation.

Motorola Responsibilities

- Schedule the remote Project Planning Session.



- Request the assignment of Customer Project Team and any additional Customer resources that are instrumental to the project's success.
- Provide the initial Project Schedule.
- Baseline the Project Schedule.
- Review Motorola's delivery approach and its reliance on Customer-provided remote access.
- Document mutually agreed upon Project Kickoff Meeting Agenda.
- Request user information required to establish the Customer in the Motorola LXP.

Customer Responsibilities

- Identify Customer Project Team and any additional Customer resources that are instrumental to the project's success.
- Acknowledge the mutually agreed upon Project Kickoff Meeting Agenda.
- Provide approval to proceed with the Project Kickoff Meeting.

Motorola Deliverables

- Project Kickoff Meeting Agenda.

PROJECT KICKOFF

Motorola will work with the Customer to understand the impact of introducing a new solution and the preparedness needed for successful implementation of the solution.

Note – The IT Questionnaire is completed during the pre-sales process and prior to Contract award. The IT Questionnaire is given to Motorola at time of offer acceptance. Delay in completing the IT Questionnaire will delay shipment of equipment.

Motorola Responsibilities

- Review Contract documents including project delivery requirements as described in this SOW.
- Discuss the deployment start date and deliver the Deployment Checklist.
- Discuss vehicle equipment installation activities and responsibilities.
- Discuss equipment inventory process.
- Discuss project team participants and their role(s) in the project with fulfilling the obligations of this SOW.
- Review resource and scheduling requirements.
- Discuss Motorola remote system access requirements (24-hour access to a secured two-way Internet connection through the Customer's firewall for the purposes of deployment and maintenance).
- Discuss and deliver the Business Process Review (BPR) Workbook.
- Complete all necessary documentation (i.e. fingerprints, background checks, card keys, etc.) required for Motorola resources to gain access to Customer facilities.
- Discuss the LXP training approach.
- Provide designated Customer administrator with access to LXP.
- Review and agree on completion criteria and the process for transitioning to support.

Customer Responsibilities

- Provide feedback on project delivery requirements.
- Review the Deployment Checklist.
- Review the roles of project participants to identify decision-making authority.



- Provide VPN access to Motorola personnel to facilitate delivery of services described in this SOW.
- Validate non-disclosure agreements, approvals, and other related items are complete when applicable.
- Provide all documentation (i.e. fingerprints, background checks, card keys, etc.) required for Motorola resources to gain access to Customer facilities.
- Provide Motorola with names and contact information to the designated LXP Administrator(s).

Motorola Deliverables

- Project Kickoff Meeting Minutes.
- BPR Workbook.
- Deployment Checklist.

DISCOVERY TELECONFERENCE

During the Discovery Teleconference, Motorola will meet with the Customer to define system configuration, as well as, agency recording and retention policies. This information will be documented in the Business Process Review (BPR) Workbook, which is used as a guide for configuration and provisioning decisions.

Motorola Responsibilities

- Facilitate Discovery Teleconference(s).
- Review and complete BPR Workbook with the Customer.
- Confirm Customer-provided configuration inputs.

Customer Responsibilities

- Gather and review information required to complete the BPR Workbook during the Discovery Teleconference.
- Schedule Customer Project Team and SMEs to attend the Discovery Teleconference. SMEs should be present to weigh-in on hardware, software and network components. Customer attendees should be empowered to convey policies and make modifications to policies as necessary.
- Return completed BPR Workbook no more than five (5) business days after the conclusion of the Discovery Teleconference.

Motorola Deliverables

- Completed BPR Workbook.

PROJECT EXECUTION**EQUIPMENT PROCUREMENT AND INSTALLATION**

Motorola will procure contracted equipment as part of the ordering process. The equipment will be configured with a basic profile in line with the information provided by the IT Questionnaire or Discovery Teleconference to enable installation and configuration of the system. The Customer is responsible for providing an installation environment that meets manufacturer's specifications for the equipment, which includes but is not limited to:

- Power
- Heating/Cooling
- Network Connectivity
- Access and Security
- Conduit and Cabling



If Motorola and/or its subcontractors are responsible for the installation, the responsibilities outlined below will apply to Motorola and the Customer.

Motorola Responsibilities

- Procure contracted equipment and ship to the Customer's designated location.
- Inventory equipment after arrival at Customer location.
- Install backend equipment (server) in the Customer's designated area.
- Conduct a power-on test to validate the installed hardware and software are ready for configuration.
- Verify remote connection to equipment.
- If applicable, for an on-site deployment, Motorola will be responsible for verifying the body-worn camera Transfer Stations are connected to the Customer's network. The Customer is responsible for ensuring Motorola has the correct IP address(es) for configuring the Transfer Stations, and the Customer's network is operational.
- If applicable, install Access Point(s) (APs).
- If applicable, verify APs are properly installed and connected to the network.
- Provide a Trip Report outlining the activities completed during installation.

Customer Responsibilities (if applicable)

- Procure Customer-provided equipment and make it available at the installation location.
- Confirm the server room complies with environmental requirements (i.e. power, uninterruptible power, surge protection, heating/cooling, etc.).
- Verify the server is connected to the Customer's network.
- Provide, install, and maintain antivirus software for server(s) and/or workstation(s).
- Enable outgoing network connection (external firewall) to the CommandCentral cloud by utilizing the Customer's Internet connection.
- If applicable, install Customer-supplied Access Point(s) (APs).
- If applicable, verify APs are properly installed and connected to the network.
- For remote deployments, the Customer is responsible for verifying the body-worn camera Transfer Stations are connected to their network.
- Confirm access to installed software on Customer-provided workstation(s).
- For body-worn cameras, the Customer will verify whether the Transfer Station(s) are connected to their network.

If the Customer and/or its subcontractors are responsible for the installation, the responsibilities outlined below will apply to Motorola and the Customer.

Motorola Deliverables

- Contracted Equipment.
- Equipment Inventory.

In-Car Video System (if applicable)

The Motorola-certified installer will complete the installation of the in-car video (ICV) system(s) in Customer-provided vehicle(s) per Motorola installation guidelines. The installer may also be responsible for installing cellular routers or WiFi radios inside the vehicle(s) for wireless upload of video to the Customer's evidence management system.



Note – The Pricing Page will reflect in-car video installation services by Motorola if Motorola is responsible for the vehicle installations.

Motorola Responsibilities

- Setup server for ICV digital video recorder (DVR) configuration.
- Create configuration USB used to complete ICV hardware installation.
- Travel to the Customer site to conduct on-site installation activities.
- Complete ICV configuration on a single vehicle and validate the configuration with the Customer.
- Receive Customer approval to proceed with remaining ICV configurations.
- Complete remaining contracted vehicle installations.
- Test a subset of completed ICV hardware installations.
- Complete installation of cellular modem and confirm placement of antenna mounting with Customer.
- Install Customer-provided SIM card into cellular modem and connect modem to ICV system.
- Install Car Detector Mobile MDC Software on Customer-provided mobile data terminal (MDT) within the vehicle.
- Configure MDC Network Card.

Customer Responsibilities

- Provide Motorola with remote connection and access credentials to complete ICV hardware installation.
- Notify Motorola of the vehicle installation location.
- Coordinate and schedule date and time for vehicle installation(s).
- Make ICV hardware available to Motorola for installation in accordance with the vehicle installation schedule.
- Provide cellular SIM Card for Internet connectivity to installer at time of vehicle installation.

Motorola Deliverables

- Complete Functional Validation Plan as it applies to the proposed solution.

NOTE - The Customer is responsible for having all vehicles and devices available for installation per the Project Schedule. All cellular data fees and Internet connectivity charges are the responsibility of the Customer. If applicable, for license plate recognition (LPR) installations, an MDT is required for all vehicles. Motorola is not responsible for any delays associated with the Customer fulfilling their obligations per this SOW.

Body Worn Camera Configuration (if applicable)

The Transfer Station will be utilized to configure each body-worn camera according to the Business Process Review. In order for this process to be successfully completed, the Transfer Station must be connected to the evidence management system.

Motorola Responsibilities

- Configure Transfer Station(s) for connectivity to the evidence management system.
- Verify the Transfer Station(s) is configured properly and connected to the network.
- Configure body-worn camera(s) within the evidence management system.
- Check out body-worn camera(s) and create a test recording.
- Verify completion of upload from body-worn camera(s) after it is docked back in a Transfer Station or USB dock.



- Install and provide a demonstration of client software as part of the same on-site engagement as Go-Live, unless otherwise outlined in this SOW.

Customer Responsibilities

- Select physical location(s) for Transfer Station(s).
- Provide and install workstation hardware.
- Complete installation of client software on remaining workstations and mobile devices.
- Validate functionality of components and solution utilizing the Deployment Checklist.
- Provide Motorola remote connection information and necessary credentials.

If the body-worn camera(s) and Transfer Station(s) are part of a remote deployment, the following responsibilities will apply to Motorola and the Customer.

License Plate Recognition Commissioning (if applicable)

This section highlights the responsibilities of Motorola and the Customer when an in-car video system interfaces with the Law Enforcement Archival Report Network (LEARN or PlateSearch) database.

Motorola Responsibilities

- Create a Customer account in the LEARN system with user(s) emails.
- Verify the Customer has installed and launched the Vigilant Car Detector Mobile Software per the Vigilant LEARN Quickstart Guide.
- Provide Mobile LPR - Officer Safety Basic and Advanced Pre-Installation Checklist.
- Provide Agency Manager with Training Materials and Car Detector Mobile MDC software installation guide.
- Advise Agency Manager of different options available to add new users.
- Confirm Agency Manager is aware of registration required for Hotlists.
- Confirm Agency Manager understands how to set up data-sharing.

Customer Responsibilities

- Identify the Agency Manager.
- Register to receive access to Hotlist.

SOFTWARE INSTALLATION AND CONFIGURATION

Motorola will install VideoManager Evidence Library (EL) software on a specified number of workstations dictated by the Contract. The Customer will be responsible for installing the software on the remaining workstations. Provisioning of VideoManager EL software will be done in accordance with the information contained in the BPR Workbook.

Installation of VideoManager EL software consists of the following activities:

- If applicable, delivery and installation of server hardware.
- Network discovery.
- Operating system and software installation.
- Onboarding user / group identity set up.
- Provide access to the application.



VideoManager EL (if applicable)

The VideoManager EL software is an on-premise solution that requires an onsite server and supports both body worn cameras and in-car video systems.

Motorola Responsibilities

- Install software on a specified number of customer workstations / mobile devices.
- Use information provided in the BPR Workbook to configure VideoManager EL software.
- Test software using applicable portions of the Functional Validation Plan.
- Provide instruction on client software USB utility.

Customer Responsibilities

- Provide a network environment that conforms to the requirements presented in the Solution Description.
- Procure and install server and storage hardware at desired location in accordance with Solution Description requirements.
- Perform a power on test with Motorola.
- Provide assigned Motorola System Administrator with access to SQL database for installation purposes (Motorola's access will be revoked upon conclusion of the installation).
- If applicable, for Active Directory integration, provide domain user (service account), security group (for application administrators including service account), and domain read access.
- Provide workstation and/or mobile device hardware in accordance with specifications listed in the Solution Description.
- Complete online training.
- Complete installation of client software on remaining workstations and/or mobile devices.

VideoManager ELC (if applicable)

VideoManager ELC software is a cloud solution that does not require an onsite server and supports both body-worn cameras and in-car video systems.

Motorola Responsibilities

- Use information provided in BPR Workbook to configure VideoManager ELC software.
- Create users, groups, and setup permissions.
- Create event categories.
- Set retention policies.
- Test software using applicable portions of the Functional Validation Plan.
- Ensure training POC can access the system.

Customer Responsibilities

- Verify traffic can be routed through Customer's firewall and reaches end user workstations.

CloudConnect Installation and Configuration

Motorola Responsibilities

- Verify remote access capability.
- Remotely configure CloudConnect Virtual Machine within the Cloud Anchor Server.
- Configure network connectivity and test connection to the CloudConnect Virtual Machine.



- Provide Customer with the information for setting up the IPSEC tunnel.
- Create an IPSEC tunnel.

Customer Responsibilities

- Provide Motorola with two static IP addresses, corresponding subnet masks/default gateway, and available NTP and DNS IP to the components.
- Confirm with Motorola the network performance requirements are met.
- Configure firewall to allow traffic from IPSEC tunnel.

Completion Criteria

- CloudConnect Virtual Machine configuration is complete.

CommandCentral Evidence (if applicable)

Motorola will work with the Customer to determine best industry practices, current operations environment, and subsystem integration to ensure the optimal configuration of your CommandCentral Evidence solution.

Motorola Responsibilities

- Use the CommandCentral Admin Portal to provision users, groups, and rules based on Customer Active Directory data.
- Guide the Customer in the configuration of CommandCentral Evidence.

Customer Responsibilities

- Supply access and credentials to Customer's Active Directory for the purpose of Motorola conducting CommandCentral Evidence provisioning.
- Respond to Motorola's inquiries regarding users, groups and agency mapping to CommandCentral Evidence.
- Provision policies, procedures, and user permissions.
- Configure evidence as directed by Motorola.

DATA MIGRATION SERVICES (IF APPLICABLE)

The Customer is responsible for partitioning data to be converted from a legacy or on-prem evidence management system to an on-cloud solution as part of this offer. The Customer will have ten (10) business days to provide feedback after Motorola validates the migrated data. If feedback is not received on or before ten (10) business days, Motorola will assume the migration is complete.

Motorola Responsibilities

- Receive access to Customer video data.
- Perform contracted data migration and validation.

Customer Responsibilities

- Provide remote access to partitioned data to be migrated.
- Validate migrated dataset and provide Motorola with feedback within ten (10) business days.

Completion Criteria

- A migrated dataset as defined in the Contract.



DEMS INTEGRATIONS AND THIRD-PARTY INTERFACES (IF APPLICABLE)

The integration between Motorola's evidence management system and the Customer's third-party system may consist of an iterative series of activities depending upon the complexity with accessing the third-party system. Interfaces will be installed and configured in accordance with the Project Schedule. The Customer is responsible for engaging third-party vendors as required to facilitate connectivity and testing of the interface(s).

Motorola Responsibilities

- Develop interface(s) in accordance with the Solution Description.
- Establish and validate connectivity between Motorola and third-party systems.
- Configure interface(s) to support the functionality described in the Solution Description.
- Perform functional demonstration to confirm the interface(s) can transmit and receive data to the applicable system.

Customer Responsibilities

- Act as liaison between Motorola and third-party vendor(s) as required to establish connectivity to the evidence management system.
- Provide personnel authorized to make changes to the network and third-party systems to support Motorola's integration efforts.
- Provide network connectivity between evidence management system and the third-party system(s).
- Provide information on API, SDKs, data scheme, and any documentation necessary to establish interfaces with all local and remote systems. This information should be provided within 10 business days of the Interface Engagement Meeting.

NOTE - At the time of initial design, unknown circumstances, requirements or anomalies may present difficulties with interfacing Motorola products to a third-party application. These difficulties could result in a poorly performing or a non-functional interface. By providing Motorola with this information early in the deployment process, will put us in the best position to mitigate these potential issues. If the resolution requires additional third-party integration, application upgrades, APIs, and/or additional software licenses, the Customer is responsible for addressing these issues at their cost. Motorola is not responsible for any delays or costs associated with third-party applications or Customer-provided third-party hardware or software.

SYSTEM TRAINING

The objective of this section is to prepare for and deliver training. Motorola training consists of computer-based (online) and instructor-led (on-site or remote). Our training delivery methods will vary depending on course content. Training will be delivered in accordance with the Education Plan. As part of our training delivery, Motorola will provide user guides and training materials in an electronic format.

ONLINE TRAINING (IF APPLICABLE)

Online training is made available to the Customer through Motorola's LXP. This subscription service provides customers with unlimited access to our online training content and provides users with the flexibility of learning the content at their own pace. Training content is added and updated on a regular basis to keep information current.

Through LXP, a list of available online training courses, Motorola User Guides, and Training Material are accessible in electronic format.



Motorola Responsibilities

- Designate a LXP Administrator to work with the Customer.
- Establish an accessible instance of LXP for the Customer.
- Configure a Customer-specific portal view.
- Organize content to align with the Customer's selected technologies.
- Create initial Customer user accounts and a single Primary Administrator account.
- During on boarding, assist the Customer with LXP usage.
- Create and maintain user role Learning Paths defined by the Customer.
- Provide technical support for user account and access issues, LXP functionality, and Motorola managed content.
- Provide instruction to Customer LXP Administrator on building groups.

Customer Responsibilities

- Provide user information for the initial creation of accounts.
- Complete LXP Administrator training.
- Ensure network and Internet connectivity for Customer access to LXP.
- Customer's primary LXP Administrator is required to complete the following self-paced training: LXP Introduction (LXP0001), LXP Primary Site Administrator Overview (LXP0002), and LXP Group Administrator Overview (LXP0003).
- Advise users on the availability of training through LXP.
- Ensure users complete LXP training in accordance with the Project Schedule.
- Build groups as needed.
- Request additional subscriptions to access LXP by providing user credential information.

INSTRUCTOR-LED TRAINING (ON-SITE AND REMOTE, IF APPLICABLE)

Instructor-led courses are based on products purchased and the Customer's Education Plan.

Motorola Responsibilities

- Deliver User Guides and training materials in an electronic format.
- Perform training in accordance with the Education Plan.
- Provide the Customer with training attendance rosters and summarize any pertinent information that may impact end user training.

Customer Responsibilities

- Supply classroom(s) based on the requirements listed in the Education Plan.
- Designate training representatives who will work with the Motorola trainer(s) to deliver the training content.
- Facilitate training of all Customer end users in accordance with the Customer's Education Plan.

Motorola Deliverables

- Electronic versions of User Guides and training materials.
- Attendance rosters.



PROJECT GO-LIVE, CLOSURE, AND HANDOVER TO SUPPORT

Motorola will utilize the Deployment Checklist throughout the deployment process to verify features and functionality are in line with installation and configuration requirements. The Customer will witness the ST demonstrating the Deployment Checklist and provide feedback as features and functionality are demonstrated. The Customer is considered Live on the system after the equipment has been installed, configured, and made available for use and training has been delivered or made available to the Customer.

Upon the conclusion of Go-Live, the project is prepared for closure. Project closure is defined as the completion of tasks and the Customer's receipt of contracted components. The Deployment Checklist serves as the artifact that memorializes a project closure. A System Acceptance Certificate will be provided to the Customer for signature to formally close out the project. Upon project closure, the Customer will engage with Technical Support for on-going needs in accordance with the Customer's specific terms and conditions of support.

Motorola Responsibilities

- Provide the Customer with Motorola Technical Support engagement process and contact information.
- Provide Technical Support with the contact information of Customer users who are authorized to engage Technical Support.
- Ensure Deployment Checklist is complete.
- Obtain Customer signature on the System Acceptance Certificate.
- Provide Customer survey upon closure of the project.

Customer Responsibilities

- Provide signatory approval on the System Acceptance Certificate signifying project closure.
- Provide Motorola with the contact information of users who are authorized to engage Motorola's Technical Support.
- Engage Technical Support as needed.

Motorola Completion Criteria

Provide Customer with survey upon closure of the project.



VIDEO EVIDENCE STATEMENT OF WORK

Overview

In accordance with the terms and conditions of the Agreement, this Statement of Work ("SOW") defines the principal activities and responsibilities of all parties for the delivery of the Motorola Solutions, Inc. ("Motorola") system as presented in this offer to the Customer (hereinafter referred to as "Customer"). For the purposes of this SOW, Motorola may include our affiliates, subcontractors, and third-party partners, as the case may be.

Deviations and changes to this SOW are subject to mutual agreement between Motorola and the Customer and will be addressed in accordance with the change provisions of the Agreement.

Unless specifically stated, Motorola work will be performed remotely. Customer will provide Motorola resources with direct network access sufficient to enable Motorola to fulfill its delivery obligations.

The number and type of software or subscription licenses, products, or services provided by or on behalf of Motorola are specifically listed in the Agreement and any reference within this SOW, as well as subcontractors' SOWs (if applicable), does not imply or convey a software or subscription license or service that is not explicitly listed in the Agreement.

AWARD, ADMINISTRATION, AND PROJECT INITIATION

Project Initiation and Planning will begin following execution of the Agreement.

Following the conclusion of the Welcome/IT Call, Motorola project personnel will communicate additional project information via email, phone call, or additional ad-hoc meetings.

Motorola utilizes Google Meet as its teleconference tool. If Customer desires a different teleconference tool, Customer may provide a mutually agreeable alternate tool at Customer expense.

PROJECT MANAGEMENT TERMS

The following project management terms are used in this SOW. Since these terms may be used differently in other settings, these definitions are provided for clarity.

Deployment Date(s) refers to any date or range of dates when implementation, configuration, and training will occur. The deployment date(s) is subject to change based on equipment or resource availability and Customer readiness.

COMPLETION CRITERIA

Motorola Integration Services are complete upon Motorola performing the last task listed in a series of responsibilities or as specifically stated in the deployment checklist. Certain Customer tasks, such as hardware installation activities identified in Section 1.9 of this SOW, must be completed prior to Motorola commencing with its delivery obligations. Customer will provide Motorola written notification that it does not accept the completion of Motorola responsibilities or rejects a Motorola service deliverable within five business days of task completion or receipt of a deliverable, whichever may be applicable.



Service completion will be acknowledged in accordance with the terms of the Agreement and the Service Completion Date will be memorialized by Motorola and Customer in a writing signed by both parties.

PROJECT ROLES AND RESPONSIBILITIES OVERVIEW

MOTOROLA PROJECT ROLES AND RESPONSIBILITIES

A Motorola team, made up of specialized personnel, will be assigned to the project under the direction of the Motorola Project Manager. Team members will be multi-disciplinary and may fill more than one role. Team members will be engaged in different phases of the project as necessary.

In order to maximize efficiencies, Motorola's project team will provide services remotely via teleconference, web-conference, or other remote method in fulfilling its commitments as outlined in this SOW.

The personnel role descriptions noted below provide an overview of typical project team members. One or more resources of the same type may be engaged as needed throughout the project. There may be other personnel engaged in the project at the discretion of and under the direction of the Project Manager.

Motorola's project management approach has been developed and refined based on lessons learned in the execution of hundreds of system implementations. Using experienced and dedicated people, industry-leading processes, and integrated software tools for effective project execution and control, we have developed and refined practices that support the design, production, and testing required to deliver a high-quality, feature-rich system.

Project Manager

A Motorola Project Manager will be assigned as the principal business representative and point of contact for Motorola. The Project Manager's responsibilities include the following:

- Host the Welcome/IT Call.
- Manage the Motorola responsibilities related to the delivery of the project.
- Coordinate schedules of the assigned Motorola personnel and applicable subcontractors/supplier resources.
- Manage the Change Order process per the Agreement.
- Maintain project communications with the Customer.
- Identify and manage project risks.
- Collaborative coordination of Customer resources to minimize and avoid project delays.
- Conduct remote status meetings on mutually agreed dates to discuss project status.
- Provide timely responses to issues related to project progress.

System Technologists

The Motorola System Technologists (ST) will work with the Customer project team on system provisioning. ST responsibilities include the following:

- Provide consultation services to the Customer regarding the provisioning and operation of the Motorola system.
- Provide provisioning and training to the Customer to set up and maintain the system.
- Complete the provisioning ownership handoff to the Customer.



- Complete the project-defined tasks as defined in this SOW.
- Confirmation that the delivered technical elements meet contracted requirements.
- Engagement throughout the duration of the delivery.

Technical Trainer / Instructor

The Motorola Technical Trainer / Instructor provides training either on-site or remote (virtual) depending on the training topic and deployment type purchased. Responsibilities include:

- Review the role of the Learning eXperience Portal ("LXP") in the delivery and provide Customer Username and Access Information.

CUSTOMER PROJECT ROLES AND RESPONSIBILITIES OVERVIEW

The success of the project is dependent on early assignment of key Customer resources. In many cases, the Customer will provide project roles that correspond with Motorola's project roles. It is critical that these resources are empowered to make decisions based on the Customer's operational and administration needs. The Customer's project team should be engaged from project initiation through beneficial use of the system. The continued involvement in the project and use of the system will convey the required knowledge to maintain the system post-completion of the project. In some cases, one person may fill multiple project roles. The project team must be committed to participate in activities for a successful implementation. In the event the Customer is unable to provide the roles identified in this section, Motorola may be able to supplement Customer resources at an additional price.

Project Manager

The Project Manager will act as the primary Customer point of contact for the duration of the project. The Project Manager is responsible for management of any third-party vendors that are the Customer's subcontractors. In the event the project involves multiple locations, Motorola will work exclusively with a single Customer-assigned Project Manager (the primary Project Manager). The Project Manager's responsibilities include the following:

- Communicate and coordinate with other project participants.
- Manage the Customer project team, including timely facilitation of efforts, tasks, and activities.
- Maintain project communications with the Motorola Project Manager.
- Identify the efforts required of Customer staff to meet the task requirements in this SOW and identified in the Welcome/IT Call.
- Consolidate all project-related questions and queries from Customer staff to present to the Motorola Project Manager.
- Approve a deployment date offered by Motorola.
- Monitor the project to ensure resources are available as required.
- Attend status meetings.
- Provide timely responses to issues related to project progress.
- Liaise and coordinate with other agencies, Customer vendors, contractors, and common carriers.
- Review and administer change control procedures, hardware and software certification, and all related project tasks required to meet the deployment date.
- Ensure Customer vendors' readiness ahead of the deployment date.
- Assign one or more personnel who will work with Motorola staff as needed for the duration of the project, including at least one Application Administrator for the system and one or more representative(s) from the IT department.



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

- Identify the resource with authority to formally acknowledge and approve change orders, completion of work, and payments in a timely manner.
- Provide building access to Motorola personnel to all Customer facilities where system equipment is to be installed during the project. Temporary identification cards are to be issued to Motorola personnel, if required for access to facilities.
- Ensure remote network connectivity and access to Motorola resources.
- Provide reasonable care to prevent equipment exposure to contaminants that cause damage to the equipment or interruption of service.
- Ensure a safe work environment for Motorola personnel.
- Identify and manage project risks.
- Point of contact to work with the Motorola System Technologists to facilitate the training plan.

IT Support Team

The IT Support Team (or Customer designee) manages the technical efforts and ongoing tasks and activities of their system. Manage the Customer-owned provisioning maintenance and provide required information related to LAN, WAN, wireless networks, server, and client infrastructure. They must also be familiar with connectivity to internal, external, and third-party systems to which the Motorola system will interface.

The IT Support Team responsibilities include the following:

- Participate in overall delivery and training activities to understand the software, interfaces, and functionality of the system.
- Participate with the Customer subject matter experts during the provisioning process and training.
- Authorize global provisioning choices and decisions, and be the point(s) of contact for reporting and verifying problems and maintaining provisioning.
- Obtain inputs from other user agency stakeholders related to business processes and provisioning.
- Implement changes to Customer owned and maintained infrastructure in support of the Evidence Management System installation.

Subject Matter Experts

The Subject Matter Experts (SME or Super Users) are the core group of users involved with delivery analysis, training, and the provisioning process, including making global provisioning choices and decisions. These members should be experienced users in the working area(s) they represent (dispatch, patrol, etc.), and should be empowered to make decisions related to provisioning elements, workflows, and department policies related to the Evidence Management System.

General Customer Responsibilities

In addition to the Customer Responsibilities stated elsewhere in this SOW, the Customer is responsible for the following:

- All Customer-provided equipment, including hardware and third-party software, necessary for delivery of the System not specifically listed as a Motorola deliverable. This will include end user workstations, network equipment, camera equipment and the like.
- Configuration, maintenance, testing, and supporting the third-party systems the Customer operates which will be interfaced to as part of this project.
- Communication between Motorola and Customer's third-party vendors, as required, to enable Motorola to perform its duties.



- Active participation of Customer SMEs in project delivery meetings and working sessions during the course of the project. Customer SMEs will possess requisite knowledge of Customer operations and legacy system(s) and possess skills and abilities to operate and manage the system.
- Electronic versions of any documentation associated with the business processes identified.
- Providing a facility with the required computer and audio-visual equipment for training and work sessions.
- Ability to participate in remote project meeting sessions using Google Meet or a mutually agreeable, Customer-provided, alternate remote conferencing solution.

PROJECT PLANNING

A clear understanding of the needs and expectations of both Motorola and the Customer are critical to fostering a collaborative environment of trust and mutual respect. Project Planning requires the gathering of project-specific information in order to set clear project expectations and guidelines, and set the foundation for a successful implementation.

WELCOME/IT CALL - TELECONFERENCE/WEB MEETING

A Project Planning Session teleconference will be scheduled after the Agreement has been executed. The agenda will include the following:

- Review the Agreement documents.
- Review project delivery requirements as described in this SOW.
- Provide shipping information for all purchased equipment.
- Discuss deployment date activities.
- Provide assigned technician information.
- Review IT questionnaire and customer infrastructure.
- Discuss which tasks will be conducted by Motorola resources.
- Discuss Customer involvement in provisioning and data gathering to confirm understanding of the scope and required time commitments.
- Review the initial project tasks and incorporate Customer feedback.
- Confirm CJIS background investigations and fingerprint requirements for Motorola employees and/or contractors. Required fingerprints will be submitted on Motorola provided FBI FD-258 Fingerprint cards.
- Review the On-line Training system role in project delivery and provide Customer User Name and Access Information.
- Discuss Motorola remote access requirements (24-hour access to a secured two-way Internet connection to the Motorola system firewalls for the purposes of deployment, maintenance, and monitoring).
- Discuss Customer obligation to manage change among the stakeholder and user communities.
- Review deployment completion criteria and the process for transitioning to support.

Motorola Responsibilities

- Host Welcome/IT Call.
- Request the attendance of any additional Customer resources that are instrumental in the project's success, as needed.
- Review Motorola's delivery approach and its reliance on Customer-provided remote access.
- Provide Customers with steps to follow to register for Online Training.
- Request user information required to establish the Customer in the LXP.



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

Customer Responsibilities

Complete the Online Training registration form and provide it to Motorola within ten business days of the Project Planning Session.

- Review the received (as part of order) and completed IT questionnaire.
- Provide a customer point of contact for the project.
- Provide data for completing the policy validation form.
- Provide LXP user information as requested by Motorola.
- Verify Customer Administrator(s) have access to the LXP.

Motorola Deliverables

- Welcome Call presentation and key meeting notes
- Send an email confirming deployment date and ST assigned email
- Communicate with the Customer via email confirming shipment and tracking information.
- Instruct the Customer on How to Register for Training email.
- Provide and review the Training Plan.

SOLUTION PROVISIONING

Solution provisioning includes the configuration of user configurable parameters (unit names, personnel, and status codes). The system will be provisioned using Motorola standard provisioning parameters and will incorporate Customer-specific provisioning.

IN-CAR VIDEO PROVISIONING SCENARIO

If in-car video is a part of the system, the Motorola Application Specialist will complete the following provisioning tasks.

Motorola Responsibilities

- Conduct a remote review of the standard provisioning database with the Customer prior to the start of provisioning.
- Provide and review the Provisioning Export Worksheets with the Customer.
- Conduct a conference call with the Customer to review the completeness of the Provisioning Export Worksheets prior to the start of provisioning.

BODY WORN CAMERA PROVISIONING SCENARIO

If body worn cameras are a part of the system, the provisioning of the in-car system will generally follow the completion of the base in-car video provisioning.

Motorola Responsibilities

Configure transfer stations for connectivity to the evidence management server.

- Configure devices within the evidence management system.
- Check out devices and create a test recording.



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

- Verify successful upload from devices after docking back into the transfer station or USB dock.

SOFTWARE INSTALLATION

ON-SITE SOFTWARE INSTALLATION

Client software will be installed on one workstations and up to 5 mobile devices to facilitate provisioning training to Customer personnel. Customer will complete software installation on the remaining workstations and cameras.

Motorola Responsibilities

- Verify system readiness.
- Request client software.
- Deliver the pre-installation preparation checklist.
- Provide instruction on client software installation and install client software on one workstation and up to five mobile devices.
- Total of training overview sessions shall not exceed 4 hours.
- Provide instruction on client software deployment utility.

Customer Responsibilities

- Provide and install workstation/mobile device hardware in accordance with specifications.
- Assign personnel to observe software installation training.
- Complete installation of client software on remaining workstations and mobile devices.
- Attend onsite deployment training sufficient to enable user proficiency.
- Complete online training.

Motorola Deliverables

- Provide a pre-installation preparation checklist.
- Provide installation guide.
- Provide training overviews on hardware/software and system administration for customers during deployment dates.

INFRASTRUCTURE VALIDATION

Hardware will be installed on the network to facilitate provisioning, testing, and will be used to provide instruction to Customer personnel after the complete software installation.

Motorola Responsibilities

- Verify that the server is properly racked and connected to the network.
- Verify that access points are properly installed and connected to the network.
- Verify that transfer stations are connected to the network and configured.

Customer Responsibilities



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

- Verify that the server network has access to the internet for software installation and updates.
- Verify that the network routing is correct for the transfer stations and access points to communicate with the server.
- Verify that the client computers can access the server on the required ports.

HARDWARE INSTALLATION

Physical installation of hardware (i.e. servers, cameras, Access Points, WiFi docs, etc.) is not included in the standard scope of the solution. If a custom quote for installations is included in this purchase, Motorola will manage the subcontractor and their deliverables as part of this SOW. Customers who perform or procure their own installations assume all installation responsibilities including cost, oversight and risk.

SYSTEM TRAINING

Motorola training consists of both computer-based (online) and instructor-led (on-site or remote). Training delivery methods vary depending on course content. Self-paced online training courses, additional live training, documentation, and resources can be accessed and registered for on the Motorola's LXP.

ONLINE TRAINING

Online training is made available to the Customer via Motorola's LXP. This subscription service provides the Customer with continual access to our library of online learning content and allows users the benefit of learning at times convenient to them. Content is added and updated on a regular basis to keep information current. This training modality allows the Customer to engage in training when convenient.

A list of available online training courses can be found in the Training Plan.

Motorola Responsibilities

- Designate a LXP Administrator to work with the Customer.
- Establish an accessible instance of the LXP for the Customer.
- Organize content to align with the Customer's selected technologies.
- Create initial Customer user accounts and a single Primary Administrator account.
- During on-boarding, assist the Customer with LXP usage by providing training and job aids as needed.
- Create and maintain user role Learning Paths defined by the Customer.
- Install security patches when available.
- Provide technical support for user account and access issues, base system functionality, and Motorola Solutions-managed content.
- Monitor the Learning Subscription server. Provide support for server incidents.

Customer Responsibilities

- Provide user information for the initial creation of accounts.
- Provide network and internet connectivity for the Customer's users to access the LXP.
- The customer's primary LXP administrator should complete the following self-paced training: LXP Introduction online course (LXP0001), LXP Primary Site Administrator Overview online course (LXP0002), and LXP Group Administrator Overview (LXP0003)
- Advise agency learners of the availability of training via the LXP.
- Ensure users complete LXP training in accordance with the Project Schedule.



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

- Order and maintain subscriptions to access Motorola's LXP.
- Contact Motorola Solutions to engage Technical Support when needed.

Motorola Deliverables

- LXP Enable

INSTRUCTOR-LED TRAINING (ONSITE AND REMOTE)

A list of Instructor-Led and Virtual Instructor-Led courses can be found in the Training Plan.

Motorola Responsibilities

- Deliver User Guides and training materials in electronic .PDF format.
- Perform training in accordance with the Training Plan.
- Provide Customer with training Attendance Rosters and summarize any pertinent observations that may impact end user training.

Customer Responsibilities

- Supply classrooms with a workstation for the instructor (if Onsite) and at least one workstation for every student based on the requirements listed in the Training Plan.
- Designate training representatives who will work with the Motorola trainers in the delivery of training.
- Conduct end user training in accordance with the Project Schedule.

Motorola Deliverables

- Electronic versions of User Guides and training materials.
- Attendance Rosters.
- Technical Training Catalog.

FUNCTIONAL VALIDATION AND PROJECT CLOSURE

The objective of Functional Validation is to demonstrate the features and functions of the system in the Customer's provisioned environment. The functional demonstration may not exercise all functions of the system, if identified as not being applicable to the Customer's operations or for which the system has not been provisioned. The functional demonstration is a critical activity that must occur following the completion of provisioning.

Motorola Responsibilities

- Conduct a power on functional demonstration of the installed system per the deployment checklist
- Manage to resolution any documented punch list items noted on the deployment checklist.
- Provide trip report outlining all activities completed during the installation as well as outstanding follow up items
- Provide an overview of the support process and how to request support.
- Walk through support resources, web ticket entry and escalation procedures.
- Provide a customer survey upon closure of the project.

Customer Responsibilities

Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

- Witness the functional demonstration and acknowledge its completion via signature on the deployment checklist.
- Participate in prioritizing the punch list.
- Coordinate and manage Customer action as noted in the punch list.
- Provide signatory approval on the deployment checklist providing Motorola with final acceptance.
- Complete Customer Survey.





City Council Meeting Management Report

Meeting Date: *20 November 2023*

Contact: *Teddy May, Chief of Police*

Phone: *972-921-4412*

AGENDA ITEM:

Consideration and action to authorize City Manager to approve the purchase of routers for the PD vehicles.

BACKGROUND & FINDINGS:

Routers needed for the SOMA RMS upgrade.

FINANCIAL IMPACT:

\$38,175 for CradlePoint 5G routers

RECOMMENDATION:

Purchase

MANAGEMENT REVIEW:

Teddy May, Chief of Police



8008 Vineyard Ct.,
Burleson, TX 76028
Phone: 214-538-0800

Quotation

Number: **1200**

Date: **07/27/2023**

Quote prepared for: **Teddy May**

Bill To:
Teddy May
City of Alvarado
600 S Pkwy Dr.
Alvarado, TX 76009
Phone: (817)790-0910
Email: mayt@cityofalvarado.org

Ship To:
Teddy May
City of Alvarado
600 S Pkwy Dr.
Alvarado, TX 76009

Item #	Mfr. Part	Description	Price	Qty.	Extended
*1	SH-IN2440	Panorama Antennas Sharkee IN2440 Antenna - Range - VHF, UHF - 698 MHz, 1.71 GHz, 2.40 GHz to 960 MHz, 3.80 GHz, 5 GHz - 26 dB - Cellular Network, GPS, Vehicle, GLONASS - Black - Panel/Whip Mount - Omni-directional - SMA, RP-SMA Connector - TAA Compliant - TAA Compliance Mfr: PANORAMA ANTENNAS LTD UNSPSC : 43221706	\$ 300.00	5	\$ 1,500.00
*2	TV-PRO-SVC-L3 TIPS	Engineering Mfr: TODOVERDE	\$ 250.00	5	\$ 1,250.00
*3	TV-CBL-MISC	Wiring, Connectors, Relays, Etc. Mfr: TODOVERDE	\$ 95.00	5	\$ 475.00
*4	TU-MB04-19005GB-GA	4YR GLOBAL TRADE UP NETCLD MOB PERP PERF ESSEN PLAN R1900 RTER W WIFI Mfr: CRADLEPOINT BUNDLES	\$ 1,900.00	5	\$ 9,500.00
4 item(s)			Sub-Total		\$ 12,725.00
			Tax @ 8.25%		\$ 0.00
			Freight		\$ 0.00
			Total		\$ 12,725.00
(*) Tax exempted Part(s)					

Quote Valid Until: 08/26/2023

Payment Details

Pay by: Company PO

Terms and Conditions

TIPS#230504

Quotation Valid For 30 Days.

Payment terms are Net 30

All Prices are in US Dollars.

Prices do not include taxes. Customer shall be responsible for any applicable taxes.

Shipping and Delivery Details

Shipping via: Delivery

Prepared by: **Sam Ramey**

Email: **sramey@todoverdellc.com**

Phone: **214-538-0800**

**FIRST AMENDMENT TO AGREEMENT FOR CONSTRUCTION, COST SHARING,
AND ESCROW OF JOINT WASTEWATER FACILITIES**

This FIRST AMENDMENT TO AGREEMENT FOR CONSTRUCTION, COST SHARING, AND ESCROW OF JOINT WASTEWATER FACILITIES (this “First Amendment”) is entered on the ___ day of _____, 2023 (the “Effective Date”), by and among Lennar Homes of Texas Land and Construction, Ltd., a Texas limited partnership (“Lennar”), Alvarado 429 Partners, LLC, a Texas limited liability company (“Alvarado Partners”), GRBK Edgewood LLC, a Texas limited liability company (“GRBK” and, collectively referred to herein with Alvarado Partners as “Lone Oak”), HMH Eagle Glen Land, LLC, a Texas limited liability company (“HMH”), Agave Trail Development, LLC, a Texas limited liability company (“Agave”), Bloomfield Homes, L.P., a Texas limited partnership (“Bloomfield”), and the City of Alvarado, Texas (the “City”). Lennar, Lone Oak, HMH, Agave and Bloomfield may each be referred to individually as a “Developer” or collectively as the “Developers.” The Developers and the City are sometimes collectively referred to herein as the “Parties” and individually as a “Party.”

RECITALS

WHEREAS, Lennar, Lone Oak, HMH, Agave, Bloomfield, and the City previously entered into that certain Agreement for Construction, Cost Sharing, and Escrow of Joint Wastewater Facilities, effective February 23, 2022 (the “Original Agreement”), regarding (i) the City’s construction and installation of an interim wastewater treatment plant and related appurtenances (the “Package WWTP”), (ii) the City’s expansion of its existing wastewater treatment plant (the “WWTP Expansion”) as a permanent solution combined with the Package WWTP, (iii) the allocation of capacities in the Package WWTP and WWTP Expansion, and (iv) the funding of the Package WWTP; and

WHEREAS, as of the Effective Date of this Agreement, Lennar, HMH, Agave and Bloomfield (the “Non-Defaulting Developers”) have all delivered to the City their respective Contributions requested to date detailed in Section 3.1 of the Original Agreement, but Lone Oak (the “Defaulting Developer”) has not paid their respective Contributions requested to date and are currently in Default under the Original Agreement; and

WHEREAS, in accordance with Sections 3.3 and 4.3 of the Original Agreement, since Lone Oak is in Default and did not cure such Default within the applicable cure period provided for in Section 4.3 of the Original Agreement, Lone Oak shall not be allocated any capacity in the Package WWTP; and

WHEREAS, as a result of Lone Oak’s Default under the Original Agreement, the Non-Defaulting Developers desire to amend the Original Agreement to reallocate each Developer’s respective share of the Total Capacity under Article II of the Original Agreement and each Developer’s respective share of the Total Contribution under Section 3.1 of the Original Agreement to account for two scenarios: one where Lone Oak does not satisfy all of the Lone Oak

Conditions (as defined herein) by the applicable deadlines and forfeits their capacity in the Package WWTP or WWTP Expansion, as shown on Exhibit A attached to this First Amendment, and one where Lone Oak does satisfy all of the Lone Oak Conditions by the applicable deadlines and is allowed to keep its allocated respective share of capacity in the Package WWTP and WWTP Expansion, as shown on Exhibit B attached to this First Amendment; and

WHEREAS, in order to connect the onsite wastewater improvements within each Developer's respective portions of the Property (as defined in the Original Agreement) to the Package WWTP and/or WWTP Expansion, certain offsite wastewater facilities (the "Off-Site Facilities"), as shown on Exhibit C attached to this First Amendment, must be designed, constructed and sized to provide sufficient capacity for each Developer; and

WHEREAS, each Developer agrees to fund its proportionate share of certain portions of the Off-Site Facilities known as "Section 8A," "Section 8B," "Section 8C," (collectively, the "Green Line") and the "Davis Street Gravity Line," as shown on Exhibit D and Exhibit E attached to this First Amendment, where Exhibit D shows each Non-Defaulting Developer's respective share of the costs associated with the Off-Site Facilities in the event Lone Oak does not satisfy all of the Lone Oak Conditions by the applicable deadlines, and Exhibit E shows each Developer's respective share of the costs associated with the Off-Site Facilities in the event Lone Oak does satisfy all of the Lone Oak Conditions by the applicable deadlines; and

WHEREAS, the Parties now desire to amend the Original Agreement (i) to reallocate each Developer's pro-rata share of the Total Capacity (as defined in the Original Agreement), (ii) to redefine each Developer's Contribution (as defined in the Original Agreement), and (iii) to set forth the specific terms and conditions upon which the Off-Site Facilities will be designed, constructed and funded, among other provisions included in this First Amendment.

AMENDMENT

NOW, THEREFORE, for and in consideration of the mutual promises, covenants, benefits and obligations contained herein, the Parties hereby contract, covenant and agree to amend the Original Agreement as follows:

Section 1. Lone Oak as a Party; Other Developers. The Parties to this First Amendment hereby acknowledge that Alvarado Partners and GRBK were both parties to the Original Agreement. The Parties further acknowledge that Lone Oak is currently in Default under the Original Agreement and is sometimes referred to herein as the Defaulting Developer. In accordance with their Default and their inability to cure such Default within the cure period provided under the Original Agreement, the City has determined that it will not provide Lone Oak with any portion of the Total Capacity unless and until Lone Oak joins back into the Original Agreement, as amended by this First Amendment, by the earlier of (i) two (2) business days following the effective date of that certain Second Amended and Restated Development Agreement between Lone Oak and the City governing the Lone Oak Property (as defined in the

Original Agreement), or (ii) December 20, 2023 (the “Lone Oak Deadline”). In order for Lone Oak to join back into the Original Agreement, as amended by this First Amendment, the City agrees to require Lone Oak to perform the following conditions (the “Lone Oak Conditions”): (i) the City shall require Lone Oak to execute a joinder to this First Amendment by the Lone Oak Deadline (the “Joinder”); (ii) the City shall require Lone Oak, contemporaneously with Lone Oak’s execution of the Joinder, to deposit with the Escrow Agent (as defined in the Original Agreement) Four Hundred Eighteen Thousand Eight Hundred Sixty Nine and 29/100 Dollars (\$418,869.20), (iii) the City shall require Lone Oak, within thirty (30) business days of Lone Oak’s execution of the Joinder, to deposit with the Escrow Agent the full amount of its respective share of the costs associated with the Off-Site Facilities, as shown on **Exhibit E** attached to this First Amendment, (iv) the City shall require Lone Oak, within thirty (30) business days of Lone Oak’s execution of the Joinder, to deposit with the Escrow Agent Two Million Six Hundred Thousand and No/100 Dollars (\$2,600,000.00), reflecting a portion of Lone Oak’s Contribution, as shown on **Exhibit B** attached to this First Amendment, (v) the City shall require Lone Oak, within thirty (30) business days of Lone Oak’s execution of the Joinder, to provide the City with a development bond in the amount of One Million and No/100 Dollars (\$1,000,000.00) to guarantee the completion of construction of Lone Oak’s remaining share of the Package WWTP, the form of which shall be approved by the City (the “Development Bond”). If Lone Oak does not satisfy all of the Lone Oak Conditions by the applicable deadlines, the Parties agree that (i) Lone Oak (a) shall no longer be considered a Party to the Original Agreement, as amended by this First Amendment, (b) shall no longer be required to perform any of the obligations under the Original Agreement, as amended by this First Amendment, that relate to the Lone Oak Property (as defined in the Original Agreement), and (c) shall not be entitled to any capacity in the Package WWTP, the WWTP Expansion, or the Off-Site Facilities, (ii) **Exhibit A** shall govern each Non-Defaulting Developer’s respective share of the Total Capacity and each Non-Defaulting Developer’s respective Contribution relating to the funding of the Package WWTP, as further detailed in Sections 4 and 5 of this First Amendment, and (iii) **Exhibit D** shall govern each Non-Defaulting Developer’s respective share of the costs associated with the Off-Site Facilities, as further detailed in Section 7 of this First Amendment. Notwithstanding the foregoing, if Lone Oak does not satisfy all of the Lone Oak Conditions by the applicable deadlines and the Non-Defaulting Developers deposit funds with the Escrow Agent in accordance with their respective shares under **Exhibit A** and **Exhibit D**, but another developer in the future (a “Future Developer”) wishes to join into the Original Agreement, as amended by this First Amendment, and obtain wastewater treatment capacity from the City in the Package WWTP, WWTP Expansion, and/or the Off-Site Facilities, the City hereby agrees to require such Future Developer to pre-pay to the City the wastewater impact fees assessed by the City in the amount of \$8,523.90 per ESFC (as defined in the Original Agreement), and the City agrees to (i) deposit \$2,541.00 of such \$8,523.90 per ESFC with the Escrow Agent to (a) refund each of the Non-Defaulting Developers, on a proportionate basis, for the funds paid by such Non-Defaulting Developers above what would have otherwise been required pursuant to **Exhibit B** and **Exhibit E** if either Lone Oak had satisfied all of the Lone Oak Conditions by the applicable deadlines or such Future Developer had already been a party to the Original Agreement, as amended by this First Amendment, and (b) fund the escrow account with such Future Developer’s remaining share of the costs required pursuant to **Exhibit B** and **Exhibit**

E that were not yet funded by the Non-Defaulting Developers, if applicable, and (ii) retain the remaining \$5,982.90 of such \$8,523.90 per ESFC for the City's use.

Section 2. Step-in Rights. Section 1.4 of the Original Agreement is hereby deleted in its entirety.

Section 3. Appurtenant Facilities. Section 1.5 of the Original Agreement is hereby deleted in its entirety and removed from the Original Agreement.

Section 4. Allocation of Wastewater Treatment Capacity. Article II of the Original Agreement is hereby deleted in its entirety and replaced with the following:

"The City has determined that with the Package WWTP at a capacity of 0.80 MGD and with the WWTP Expansion, the City shall be capable of serving, and commits to serve, 4,689 ESFCs within the Property (the "Total Capacity"). The Parties hereby agree that each Developer's respective share of the Total Capacity shall be as follows: (i) if Lone Oak does not satisfy all of the Lone Oak Conditions by the applicable deadlines, as provided for in Section 1 of the First Amendment, each Non-Defaulting Developer's respective share of the Total Capacity shall be as provided for in Exhibit A attached to the First Amendment, and (ii) if Lone Oak does satisfy all of the Lone Oak Conditions by the applicable deadlines or a Future Developer joins in, as provided for in Section 1 of the First Amendment, each Developer's respective share of the Total Capacity shall be as provided for in Exhibit B attached to the First Amendment."

Section 5. Developer Contributions. Section 3.1 of the Original Agreement is hereby deleted in its entirety and replaced with the following:

"Each Developer agrees to pre-pay to the City the wastewater impact fees assessed by the City in the amount of \$2,541.00 per ESFC intended to receive wastewater treatment service from the City to fund the Construction Costs, as follows (each Developer's share shall be referred to herein as a "Contribution" and the collective sum of all Developers' shares shall be referred to herein as the "Total Contribution"): (i) if Lone Oak does not satisfy all of the Lone Oak Conditions by the applicable deadlines, as provided for in Section 1 of the First Amendment, each Non-Defaulting Developer's respective Contribution shall be as provided for in Exhibit A attached to the First Amendment, and (ii) if Lone Oak does satisfy all of the Lone Oak Conditions by the applicable deadlines or a Future Developer joins in, as provided for in Section 1 of the First Amendment, each Developer's respective Contribution shall be as provided for in Exhibit B attached to the First Amendment. The Total Contribution represents the total amount of impact fees to be pre-paid in accordance with Section 3.3 by all Developers collectively, and, subject to the provisions of (i) Section 3.3 regarding a Defaulting Developer, (ii) Section 3.5 regarding a Refunded Developer and (iii) Section 3.6, no Developer shall be required to pay any amounts above its respective Contribution in order to receive sufficient capacity from the City for each Developer's entire development."

Section 6. Escrow of Funds/Nonpayment by Developers. The fourth sentence of Section 3.3 of the Original Agreement is hereby deleted in its entirety and replaced with the following:

“If any Developer fails to make its respective deposit within thirty (30) days of receipt of the latest Quarterly Budget provided by the City and is in default under Section 4.3 of this Agreement (a “Defaulting Developer”), (i) the Defaulting Developer shall not be allocated any capacity in the Package WWTP and WWTP Expansion, (ii) the Defaulting Developer forfeits all amounts previously deposited with the Escrow Agent towards the Construction Costs, (iii) the Defaulting Developer’s share of the Total Capacity shall be reserved for and allocated on a pro-rata basis among the remaining Developers (the “Non-Defaulting Developers”), (iv) such Defaulting Developer’s remaining share of the Total Contribution shall be allocated on a pro-rata basis among the Non-Defaulting Developers and the Non-Defaulting Developers shall be responsible for funding such Defaulting Developer’s remaining share of the Total Contribution, and (v) the Defaulting Developer shall be automatically removed as a Party to this Agreement, as amended.”

Section 7. Off-Site Facilities. The Original Agreement is hereby amended to add the following as the new Article IV and Article V:

“ARTICLE IV
DESIGN AND CONSTRUCTION OF OFF-SITE FACILITIES; CONSTRUCTION
MANAGER”

4.1 Design and Construction of Off-site Facilities. The Developers hereby select Agave to serve as the “Construction Manager” for the purposes set forth in this Section 4.1. Subject to the conditions of the First Amendment, the Construction Manager shall manage the design and construction of the Green Line shown on **Exhibit C** attached to the First Amendment, and the City shall manage the design and construction of the Davis Street Gravity Line shown on **Exhibit C** attached to the First Amendment. Notwithstanding the foregoing, the Parties hereby agree that any other Developer may step in and serve as the Construction Manager, without amending this Agreement, based on a majority vote of the Developers. The Construction Manager and the City shall let and administer their respective construction contract(s) in accordance with applicable governmental rules and regulations. All costs associated with the design and construction of the Off-Site Facilities (the “Construction Costs”) shall be paid for as set forth in Article V. The Construction Manager agrees to complete the construction of the Green Line and the City agrees to complete the construction of the Davis Street Gravity Line in accordance with the construction schedule attached as **Exhibit F** to the First Amendment.

4.2 Easement Acquisition. The Developers shall be responsible for obtaining any and all property rights and interests necessary to allow for the construction and installation of the Green Line to serve the Property. The City agrees to take all reasonable steps to secure such property rights and interests necessary to allow for the construction of the Green Line, at the City’s sole

cost and expense, including the use of the City's power of eminent domain, if necessary, after best efforts have been attempted on the part of the Developers to acquire the necessary property rights and interests. The City shall be responsible for obtaining any and all property rights and interests necessary to allow for the construction of the Davis Street Gravity Line.

4.3 City Oversizing of Off-Site Facilities. The City shall bear all costs, fees, and expenses, including, but not limited to, engineering and design costs, permitting costs, construction costs, bonds, or other fees/expenses for any change required by the City to increase the size of any portion of the Off-Site Facilities to a size greater than is necessary to serve the Property (the "Oversized Off-Site Facilities"). The Construction Manager shall provide the City with thirty (30) days' notice of Construction Manager's intent to proceed with the design of the Off-Site Facilities. The City shall then have thirty (30) days to notify the Construction Manager whether the City requires any of the Oversized Off-Site Facilities. If the City requires the Oversized Off-Site Facilities, the City shall pay its pro-rata share of the Oversized Off-Site Facilities promptly pursuant to invoices of completed work provided by the Construction Manager.

4.4 City Reimbursement of Off-Site Facilities. The City will reimburse each Developer for the Construction Costs relating to Section 8A, Section 8B, Section 8C, and the Davis Street Gravity Line that are funded by each Developer in accordance with (i) Exhibit D in the event Lone Oak does not satisfy all of the Lone Oak Conditions by the applicable deadlines, or (ii) Exhibit E in the event Lone Oak does satisfy all of the Lone Oak Conditions by the applicable deadlines. The City hereby agrees to reimburse each Developer in accordance with this Section 4.4 no later than October 1, 2033 with any funds available to the City, including, but not limited to, special assessment revenue bonds.

ARTICLE V FUNDING OF CONSTRUCTION COSTS

5.1 Developer Contributions. Each Developer agrees to pre-pay into the Escrow Fund its proportionate share of the costs associated with the Off-Site Facilities (referred to herein as the "Off-Site Contribution") within thirty (30) days of the Effective Date of this Agreement, as follows: (i) if Lone Oak does not satisfy all of the Lone Oak Conditions by the applicable deadlines, as provided for in Section 1 of the First Amendment, each Non-Defaulting Developer's respective Off-Site Contribution shall be as provided for in Exhibit D attached to the First Amendment, and (ii) if Lone Oak does satisfy all of the Lone Oak Conditions by the applicable deadlines or a Future Developer Joins in, as provided for in Section 1 of this First Amendment, each Developer's respective Off-Site Contribution shall be as provided for in Exhibit E attached to this First Amendment.

5.2 Escrow of Funds. Within thirty (30) days of the Effective Date of this Agreement, each Developer shall deposit with the Escrow Agent its respective Off-Site Contribution percentage as provided in Section 5.1 herein. The Escrow Agent hereby agrees to maintain separate sub-accounts for each of Section 8A, Section 8B, Section 8C, and the Davis Street Gravity

Line. If any Developer fails to make its respective deposit within thirty (30) days of the Effective Date of this Agreement, the Escrow Agent shall provide notice to all Developers of such non-payment. If any Developer fails to make its respective deposit as provided for herein and is in default under the Original Agreement, as amended by the First Amendment (a “Defaulting Developer”), the remaining Developers (the “Non-Defaulting Developers”) may either (i) elect to fund such Defaulting Developer’s share of the total Construction Costs on a pro-rata basis until paid in full by the Defaulting Developer, in which event such amount funded by the Non-Defaulting Developers on behalf of the Defaulting Developer shall accrue interest at the lesser of 18% per annum or the highest non-usurious rate permitted under applicable law until paid in full (with accrued interest) by the Defaulting Developer, or (ii) elect that the Defaulting Developer shall not be allocated any capacity in the Off-Site Facilities and shall not be allowed to connect to any portion of the Off-Site Facilities, in which case the Defaulting Developer’s respective proportionate share of the Construction Costs shall be allocated on a pro-rata basis among the Non-Defaulting Developers and the Non-Defaulting Developers shall be entitled to exercise any remedies available at law or in equity. In the event that the Non-Defaulting Developers elect that the Defaulting Developer shall not be allocated any capacity in the Off-Site Facilities and shall not be allowed to connect to any portion of the Off-Site Facilities as provided for herein, the Defaulting Developer shall be automatically removed as a Party to this Agreement, as amended.

5.3 Application of Escrow Funds. The Escrow Agent shall deliver portions of the Escrow Funds to the Construction Manager or City, as applicable, from time to time, but not more often than monthly, to pay for the portions of the costs associated with the Off-Site Facilities that are included in the most recent pay application/pay request from the contractor. Prior to the release of Escrow Funds, the Construction Manager or City, as applicable, shall deliver to the Escrow Agent (with copies to the Developers) a statement from the Construction Manager’s engineer or City’s engineer, as applicable, certifying that the amount requested to be released from the Escrow Funds is due and owing for costs associated with the Off-Site Facilities that have been completed for a given portion of the Off-Site Facilities (each a “Draw Request”). Each Draw Request shall (i) be signed by a Construction Manager representative or City representative, as applicable; (ii) include a written “application for payment” from the provider of the goods, services, labor and/or materials for the amount requested as well as a copy of the invoices for the goods, services, labor and/or materials provided; and (iii) direct the Escrow Agent to whom the funds are to be paid (whether to the Construction Manager or City, as applicable, or directly to the contractor, supplier or service provider for the given project). Attached to and as a part of each Draw Request shall be a duly executed partial release of lien rights (which release may be conditioned upon receipt of the payment specified in the applicable partial release of lien rights instrument), in the applicable form mandated in the Texas Property Code, current through the date of the Draw Request from each and any person entitled to a lien under applicable law by virtue of contributing to the work, including, without limitation, consultant(s), general contractor(s), subcontractor(s), supplier(s) or materialmen.

Within five (5) business days after receipt of a Draw Request, if no objection is received from any Party, the Escrow Agent shall release from the Escrow Funds an amount equal to the

amount requested in the Draw Request, via wire transfer, as requested in the Draw Request. If a Party has an objection to the Draw Request, such Party shall submit such objection in writing to the Escrow Agent and the Construction Manager or City, as applicable, within five (5) business days after receipt of the Draw Request with written statement clearly detailing the reasons for such objection. An objection shall be invalid unless it asserts that (i) the Construction Manager's or City's use of the Escrow Funds, as applicable, was not for payment of costs detailed in the applicable pay application from the contractor, (ii) the payment for such portion of the costs is not otherwise then due and owing, whether to the Construction Manager or City, as applicable, or to its consultant(s), general contractor(s), subcontractor(s), supplier(s) or materialmen, (iii) the work performed is defective, (iv) the Construction Manager or City, as applicable, is in breach of this Agreement in performing its responsibilities under Section 5.1, or (v) the Draw Request is not in compliance with the requirements set forth in this Section 5.3. The Construction Manager or City, as applicable, shall promptly revise and resubmit the Draw Request to the Escrow Agent and to the Parties, addressing any valid objection received from a Party.

5.4 Change Orders. If change orders are requested by the contractor for the Off-Site Facilities that result in a cost increase, the Construction Manager or City, as applicable, shall provide each Developer with a request for payment, requesting the Developers' proportionate share of such change order based on whether such change order is associated with construction of Section 8A, Section 8B, Section 8C, or the Davis Street Gravity Line (each a "Request for Payment"). Each Developer shall have a period of three (3) business days to review and approve or object to the change order and Request for Payment. In the event a Developer delivers a detailed objection to the change order and the Request for Payment within the three (3) business day period, the Construction Manager or City, as applicable, shall promptly attempt to address and resolve the objection. In the event that the Parties cannot agree on the change order and Request for Payment, the dispute shall be resolved by the Construction Manager or City, as applicable, and the Construction Manager's or City's decision, as applicable, shall be binding on the Parties for the given change order and Request for Payment. If change orders are requested by the contractor for the Off-Site Facilities that result in a cost decrease, the Construction Manager or City, as applicable, shall cause the Escrow Agent to refund each Developer its proportionate share of the cost decrease based on whether such cost decrease is associated with construction of Section 8A, Section 8B, Section 8C, or the Davis Street Gravity Line (each a "Refund"). Each Developer shall have a period of three (3) business days to review and approve or object to the change order and Refund. In the event a Developer delivers a detailed objection to the change order and Refund within the three (3) business day period, the Construction Manager or City, as applicable, shall promptly attempt to address and resolve the objection. In the event the Parties cannot agree on the change order and Refund, the dispute shall be resolved by the Construction Manager or City, as applicable, and the Construction Manager's or City's decision, as applicable, shall be binding on all Parties for the given change order and Refund.

5.5 Final Accounting Upon Completion. Upon completion of the design and construction of the Off-Site Facilities, the Construction Manager or City, as applicable, shall provide a final accounting of all actual costs. If the Developers paid more than the actual costs, the Escrow Agent shall refund the overpayment on pro-rata basis to the Developers based on its

respective Off-Site Contribution percentage (except to the extent a Developer is a Defaulting Developer) within forty-five (45) days of such accounting. If, at the end of construction of the Off-Site Facilities, the actual costs are greater than the Off-Site Contributions provided for such project, the Construction Manager or City, as applicable, shall provide the Developers with an accounting of such cost overrun and a Request for Payment from each of the Developers requesting each to pay its proportionate share of the cost overrun based the percentages detailed in Section 5.1 herein.”

Section 8. Article Headings and Section Numbers. Article IV of the Original Agreement shall be re-numbered to Article VI and all subsequent Article headings and Section numbers shall be re-numbered chronologically thereafter.

Section 9. Status Updates. Article IV of the Original Agreement, which has been re-numbered to Article VI in accordance with Section 8 of this First Amendment, is hereby amended by adding the following Section 4.17:

“4.17 Status Updates. The Parties agree that the City shall invite all Developers to attend regular development status meetings held once per month, whether held in person or virtually, with the first of such meetings to occur within thirty (30) days of the Effective Date of the First Amendment (each, a “Status Meeting”). The City hereby agrees to use its best efforts to ensure that all appropriate City staff and City consultants attend such Status Meetings.”

Section 10. No other Amendments; Conflicts. Subject to the amendments contained in this First Amendment, all provisions of the Original Agreement remain in full force and effect. In the event of any conflict between the provisions of the Original Agreement and this First Amendment, this First Amendment shall control.

Section 11. Counterparts. This First Amendment may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

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Executed by the Developers and the City to be effective on the Effective Date.

ATTEST:

CITY OF ALVARADO, TEXAS

Name: Beth A. Walls
Title: City Secretary

By: _____
Name: _____
Title: Mayor

Date: _____

DEVELOPER:

**LENNAR HOMES OF TEXAS LAND AND
CONSTRUCTION, LTD.,**
a Texas limited partnership

By: U.S. Home Corporation,
a Delaware corporation,
its General Partner

By: _____
Name: _____
Title: _____
Date: _____

DEVELOPER:

ALVARADO 429 PARTNERS, LLC,
a Texas limited liability company

By: _____

Name: _____

Title: _____

Date: _____

DEVELOPER:

GRBK EDGEWOOD LLC,
a Texas limited liability company

By: _____

Name: _____

Title: _____

Date: _____

DEVELOPER:

HMH EAGLE GLEN LAND, LLC,
a Texas limited liability company

By: BNMJR, Inc.
a Texas corporation
its Manager

By: _____
Name: _____
Title: _____
Date: _____

DEVELOPER:

AGAVE TRAIL DEVELOPMENT, LLC,
a Texas limited liability company

By: _____

Name: _____

Title: _____

Date: _____

DEVELOPER:

BLOOMFIELD HOMES, L.P.,
a Texas limited partnership

By: Bloomfield Properties, Inc.,
a Texas corporation
its General Partner

By: _____

Name: _____

Title: _____

Date: _____

Exhibit A

Respective Developer Shares of WWTP Budget (removing Lone Oak)

Developer	ESFCs	Base Pro-Rata Share	Lone Oak Share Reallocated (34.31%)
Lone Oak	1609	34.31%	0.00%
Lennar	907	19.34%	10.10%
Agave	749	15.97%	8.34%
HMH	721	15.38%	8.03%
Bloomfield	703	14.99%	7.83%
	4689	100%	34.31%

Lone Oak Contribution	Original Base Contribution	Escrowed to Date	Outstanding Base Contribution
\$ Amount	\$ 4,088,469.00	\$ 193,858.43	\$ 3,894,610.57

Developer	Base Contribution	Lone Oak Contribution Reallocated	Total Contribution (Removal of Lone Oak)
Lone Oak ¹	\$ 3,894,610.57	\$ -	\$ 193,858.43
Lennar	\$ 2,304,687.00	\$ 1,146,886.95	\$ 3,451,573.95
Agave	\$ 1,903,209.00	\$ 947,098.48	\$ 2,850,307.48
HMH	\$ 1,832,061.00	\$ 911,692.93	\$ 2,743,753.93
Bloomfield	\$ 1,786,323.00	\$ 888,932.22	\$ 2,675,255.22
	\$ 11,720,890.57	\$ 3,894,610.57	\$ 11,914,749.00

Notes:

1. Lone Oak outstanding Base Contribution nets out the amount escrowed to date. Any escrowed deposits will not be refunded and shall apply towards the Total Contribution.

Exhibit B

Respective Developer Shares of WWTP Budget (Lone Oak or 5th Party remains)

Developer	ESFCs	Base Pro-Rata Share	Total Contribution
Lone Oak/ 5th Party Developer	1609	34.31%	\$ 4,088,469.00
Lennar	907	19.34%	\$ 2,304,687.00
Agave	749	15.97%	\$ 1,903,209.00
HMH	721	15.38%	\$ 1,832,061.00
Bloomfield	703	14.99%	\$ 1,786,323.00
	4689	100%	\$ 11,914,749.00

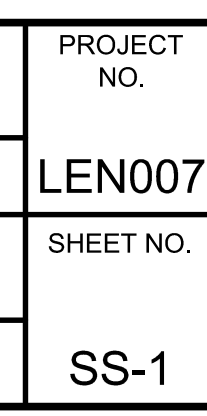


Exhibit D

Respective Developer Shares of Offsite Facilities (removal of Lone Oak/5th party developer)

Davis Street Gravity Line Breakout

Developer	ESFCs	Base Pro-Rata Share	Lone Oak Share Reallocated (40.37%)²
Lone Oak	1609	40.37%	0.00%
Lennar	907	22.75%	11.89%
Agave	749	18.79%	9.82%
HMH	721	18.09%	9.45%
Bloomfield	703	N/A ¹	9.21%
	4689	100%	40.37%

Developer	Base Contribution	Lone Oak Contribution Reallocated	Total Contribution (Removal of Lone Oak)
Lone Oak	\$ 1,291,721.02	\$ -	\$ -
Lennar	\$ 728,148.52	\$ 380,386.68	\$ 1,108,535.20
Agave	\$ 601,304.57	\$ 314,123.07	\$ 915,427.63
HMH	\$ 578,825.89	\$ 302,380.15	\$ 881,206.04
Bloomfield	\$ 400,000.00	\$ 294,831.13	\$ 694,831.13
	\$ 3,600,000.00	\$ 1,291,721.02	\$ 3,600,000.00

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Green Line Breakout ³

Section 8A			
Developer	ESFCs	Base Pro-Rata Share	Contribution
Lone Oak	0	0.00%	\$ -
Lennar	0	0.00%	\$ -
Agave	749	100.00%	\$ 876,240.00
HMH	0	0.00%	\$ -
Bloomfield	0	0.00%	\$ -
	749	100%	\$ 876,240.00

Section 8B			
Developer	ESFCs	Base Pro-Rata Share	Contribution
Lone Oak	0	0.00%	\$ -
Lennar	907	54.77%	\$ 695,885.89
Agave	749	45.23%	\$ 574,662.11
HMH	0	0.00%	\$ -
Bloomfield	0	0.00%	\$ -
	1656	100%	\$ 1,270,548.00

Section 8C			
Developer	ESFCs	Base Pro-Rata Share	Contribution
Lone Oak	0	0.00%	\$ -
Lennar	907	38.16%	\$ 300,914.90
Agave	749	31.51%	\$ 248,495.32
HMH	721	30.33%	\$ 239,205.78
Bloomfield	0	0.00%	\$ -
	2377	100%	\$ 788,616.00

Total Contribution for Green Line (Line 8)	
Developer	Contribution
Lone Oak	\$ -
Lennar	\$ 996,800.79
Agave	\$ 1,699,397.43
HMH	\$ 239,205.78
Bloomfield	\$ -
	\$ 2,935,404.00

Notes:

1. Bloomfield Base Contribution Share (inclusive of Lone Oak/5th party Developer) is a lump sum of \$400,000 and not based on ESFCs. The remaining cost for the Davis Street Gravity Line (\$3,200,000) is split amongst the Non-Defaulting Developers on an ESFCs pro-rata basis.
2. The reallocated portion of Lone Oak share is based on ESFCs for all Non-Defaulting Developers.
3. Bloomfield does not require the Green Line thus is not a party to the Green Line Contribution.

Exhibit E

Respective Developer Shares of Offsite Facilities (inclusive of Lone Oak/5th party developer)

Davis Street Gravity Line Breakout

Developer	ESFCs	Base Pro-Rata Share	Base Contribution
Lone Oak/ 5th Party Developer	1609	40.37%	\$ 1,291,721.02
Lennar	907	22.75%	\$ 728,148.52
Agave	749	18.79%	\$ 601,304.57
HMH	721	18.09%	\$ 578,825.89
Bloomfield	703	N/A ¹	\$ 400,000.00
	4689	100%	\$ 3,600,000.00

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Green Line Breakout ²

Section 8A			
Developer	ESFCs	Base Pro-Rata Share	Contribution
Lone Oak/ 5th Party Developer	1609	68.24%	\$ 597,909.31
Lennar	0	0.00%	\$ -
Agave	749	31.76%	\$ 278,330.69
HMH	0	0.00%	\$ -
Bloomfield	0	0.00%	\$ -
	2358	100%	\$ 876,240.00

Section 8B			
Developer	ESFCs	Base Pro-Rata Share	Contribution
Lone Oak/ 5th Party Developer	1609	49.28%	\$ 626,129.17
Lennar	907	27.78%	\$ 352,951.62
Agave	749	22.94%	\$ 291,467.21
HMH	0	0.00%	\$ -
Bloomfield	0	0.00%	\$ -
	3265	100%	\$ 1,270,548.00

Section 8C			
Developer	ESFCs	Base Pro-Rata Share	Contribution
Lone Oak/ 5th Party Developer	1609	40.37%	\$ 318,334.96
Lennar	907	22.75%	\$ 179,446.74
Agave	749	18.79%	\$ 148,187.00
HMH	721	18.09%	\$ 142,647.30
Bloomfield	0	0.00%	\$ -
	3986	100%	\$ 788,616.00

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Total Contribution for Green Line (Line 8)	
Developer	Contribution
Lone Oak/ 5th Party Developer	\$ 1,542,373.44
Lennar	\$ 532,398.36
Agave	\$ 717,984.90
HMH	\$ 42,647.30
Bloomfield	\$ -
	\$ 2,935,404.00

Notes:

1. Bloomfield Base Contribution Share (inclusive of Lone Oak/5th party Developer) is a lump sum of \$400,000 and not based on ESFCs. The remaining cost for the Davis Street Gravity Line (\$3,200,000) is split amongst the Non-Defaulting Developers on an ESFCs pro-rata basis.
2. Bloomfield does not require the Green Line thus is not a party to the Green Line Contribution.