NOTICE AND AGENDA
CITY COUNCIL
TUESDAY, MAY 5, 2026, 7:00 P.M.
CITY COUNCIL MEETING

Notice is hereby given that the City Council of the City of Glenn Heights, Texas will hold a City Council Meeting on Tuesday, May 5, 2026, in the City Hall, City Council Chambers, located at 1938-C South Hampton Road, Glenn Heights, Texas, 75154, as prescribed by Vernon's Texas Civil Statutes, Government Code Section §551.041, to consider and possibly take action on the following agenda items. Items do not have to be taken in the same order as shown in this meeting Notice and Agenda.

Pursuant to Texas Government Code Sec. 551.127, on a regular, non-emergency basis, members may attend and participate in the meeting remotely by video conference. Should that occur, a quorum of the members, including the presiding officer, will be physically present at the location noted above on this Agenda.

This Notice and Meeting Agenda, and the Agenda Packet, are posted online at https://www.glennheightstx.gov/129/Agendas-Minutes.

This City Council Meeting will be live-streamed at https://www.glennheightstx.gov/229/City-Council-Meeting-Videos.

CALL TO ORDER

INVOCATION

PLEDGE OF ALLEGIANCE

CITY OF GLENN HEIGHTS VISION AND MISSION STATEMENT

Vision Statement

The City of Glenn Heights is a safe, inclusive, and welcoming community that celebrates our small-town charm with urban amenities, where families can live, work, and play.

Mission Statement

To provide services, amenities, infrastructure, and an exceptional quality of life that allows diverse citizens to engage and thrive in our community.

PUBLIC COMMENT

The public is invited to address City Council on any topic. Speakers should complete a Public Comment form and submit it to the City Secretary prior to the beginning of the meeting. The Texas Open Meetings Act prohibits City Council from discussing or taking action on issues not posted on the agenda; however, the Mayor, City Manager or designee may provide specific factual information, recite an existing policy, or schedule a discussion of the issue for possible placement on a future agenda. Speakers are limited to a maximum of three (3) minutes.

PROCLAMATIONS

- International Firefighters' Day, May 4, 2026
- National Teacher Appreciation Week, May 4 - 8, 2025

- National Nurses Week, May 6 - 12, 2026
- National Police Week, May 10 - 16, 2026
- National EMS Week, May 17 - 23, 2026
- National Public Works Week, May 17 - 23, 2026

EVENTS

- Glenn Heights Connect, May 8, 2026, 5:30 P.M. – 7:00 P.M., Glenn Heights All Abilities Park, 1938 South Hampton Road, Glenn Heights, Texas 75154
- Move with the Mayor® Line Dancing – May 11, 2026, and May 18, 2026, 6:30 P.M., Glenn Heights Community Center, 1938-D South Hampton Road, Glenn Heights, Texas 75154
- Move with the Mayor® Mental Health Challenge - 5K, May 16, 2026, 8:00A.M. – Noon, Donald T. Shields Elementary, 223 West Ovilla Rd, Glenn Heights, Texas 75154
- Sunset Concert Series, Red Oak Independent School District Jazz Band, May 17, 2026, 7:30 P.M. – 9:30 P.M., Glenn Heights City Center, 1938 South Hampton Road, Glenn Heights, Texas 75154
- Teddy Bear Hospital, May 20, 2026, 5:30 P.M. – 7:30 P.M., Glenn Heights Fire Bay, 1938-B South Hampton Road, Glenn Heights, Texas 75154

STAFF INTRODUCTIONS – Jaynice Porter Brathwaite, Human Resources Director

CONSENT AGENDA

Consent Agenda items are considered to be routine in nature and may be acted upon in one motion. Any Item requiring additional discussion may be withdrawn from the Consent Agenda by the Mayor, a Council Member, or the City Manager, and acted upon separately.

1. Discussion and take action to approve the Meeting Minutes of the April 21, 2026, City Council Meeting. (Brandi Brown, City Secretary)

2. Discussion and take action to approve Preliminary Plat Case PP-002-26: Meadows on Bear Creek Preliminary Plat request by ARA Surveying on behalf of Rain Financial Inc., being a replat of the Meadows on Bear Creek Phase 1, an addition to the City of Glenn Heights, Texas, being 15.6 acres, situated in the John F. Porter Survey, Abstract No. 1118, Glenn Heights, Dallas County, Texas. (Bester Munyaradzi, Director of Planning and Development Services)

3. Discussion and take action to approve Preliminary Plat Case PP-003-26: Stewart Farms Preliminary Plat Request by Kimley-Horn on behalf of CW-Stewart Farms, LLC, an addition to the City of Glenn Heights, Texas, being 94.82 acres, situated in the Elias R. Parks Survey, Abstract No. 1131, Glenn Heights, Dallas County, Texas. (Bester Munyaradzi, Director of Planning and Development Services)

4. Discussion and take action to approve Final Plat Case FP-001-26: Stewart Farms Phase 1, Final Plat Request by Kimley-Horn on behalf of CW-Stewart Farms, LLC, an addition to the City of Glenn Heights, Texas, being 54,71 acres, situated in the Elias R. Parks Survey, Abstract No. 1131, Glenn Heights, Dallas County, Texas. (Bester Munyaradzi, Director of Planning and Development Services)

5. Discussion and take action to approve Preliminary Plat Case PP-004-26: Valencia Estates Preliminary Plat Request by JDJR Engineers & Consultants, Inc. on behalf of Marwan & Wafa Sons, LLC, an addition to the City of Glenn Heights, Texas, being 112.23 acres situated in the William Rawlings Survey, Abstract No. 1205 in the City of Glenn Heights, Dallas County, Texas. (Bester Munyaradzi, Director of Planning and Development Services)

AGENDA

1. Discussion and take action on the Mayor and Council Member Places 2, 4, and 6 appointing members to serve on the Citizens Police Advisory Committee beginning June 8, 2026. (Dr. Glynell Horn, Chief of Police)

2. Presentation and discussion on the Axon Camera System. (Dr. Glynell Horn, Chief of Police)

3. Discussion and take action on Flock Safety. (Council Member Sherron Mosley)

4. Discussion and take action to approve Resolution R-17-26, approving a Professional Services Agreement with Priority Group, Inc. to provide project and construction management services for the Bear Creek Road Widening Project. (Andrew Waits, Director of Public Works)

5. Discussion and take action to approve Resolution R-18-26, awarding the bids for the Cinnamon Springs Water Line Replacement Project, RFB 2025-134, to QKB, Inc. in the amount not to exceed $1,552,650.00; obligation of $230,950.00 remainder of ARPA Funds for use towards project; authorizing use of the City's American Rescue Plan Act ("ARPA") Funds for such payment; authorizing the City Manager to execute all necessary and related documents and to disburse the funds for said project. (Andrew Waits, Director of Public Works)

6. Discussion and take action to approve Resolution R-19-26, awarding the bid for the Uhl Road Repair Project, RFB 2026-134, to Level 1 Paving, Inc. in the amount not to exceed THREE HUNDRED AND SEVEN THOUSAND DOLLARS AND NO CENTS ($307,000.00); and authorizing the City Manager to execute such agreement in a form approved by the City Attorney. (Andrew Waits, Director of Public Works)

7. Presentation and discussion regarding municipal sales tax, including an overview of how municipal sales tax is generated and distributed, the importance of proper city designation for online purchases, and a proposed plan for communicating this information to residents. (Sonja A. Brown, Mayor, and Clifford Blackwell, City Manager)

8. Discussion and take action regarding the City's step increase structure, including equity impacts from prior across-the-board adjustments, and provide direction to staff on potential corrective measures, policy amendments, and implementation

timelines. (Sonja A. Brown, Mayor, and Clifford Blackwell, City Manager)

9. Discussion regarding the development of a Request for Proposals for solid waste, recycling, and related services, including receiving Council input on desired service expectations, policy priorities, and operational considerations to be incorporated into the RFP. (Keith Moore, Deputy City Manager)

EXECUTIVE SESSION

1. The City Council shall convene into Executive Session:

   A. pursuant to the Texas Government Code, Section 551.072, Real Property; to deliberate the purchase, exchange, lease or value of real property located at South Uhl Road, Glenn Heights, Texas.

   B. pursuant to the Texas Government Code, Section 551.071, Consultation with City Attorney; and Section 551.072, Real Property; to deliberate land acquisitions for the East Bear Creek Road Right-of-Way Expansion Project.

2. The City Council shall reconvene into Open Session and take any action arising from Executive Session.

ADJOURNMENT

In accordance with the Americans with Disabilities Act, if you are a person with a disability and require information or materials in an appropriate alternative format; or if you require any other accommodations, please contact the City Secretary at least 48 hours in advance of the event at 972-223-1690 ext. 125 or email brandi.brown@glennheightstx.gov. Advance notification within this guideline will enable the City to make reasonable arrangements to ensure accessibility.

I, Brandi Brown, City Secretary, do hereby certify that the above Meeting Notice and Agenda was posted in a place convenient to the Public at Glenn Heights City Hall, 1938-C South Hampton Road, Glenn Heights, Texas by 10:00 P.M. on Wednesday, April 29, 2026.

Pursuant to Section 551.071 of the Texas Government Code, the City Council reserves the right to consult in closed session with its attorney at any time during the course of this meeting and to receive legal advice regarding any item listed on this agenda.

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Brandi Brown, City Secretary

PROCLAMATION

Office of the Mayor ▪ City of Glenn Heights

International Firefighters' Day
May 4, 2026

WHEREAS, International Firefighters' Day is observed annually on May 4 to honor the dedication, bravery, and sacrifice of firefighters who serve communities across the globe; and

WHEREAS, firefighters risk their lives daily to protect people, property, and the environment, responding selflessly to fires, medical emergencies, natural disasters, and other critical incidents; and

WHEREAS, this day also serves as a time of remembrance for firefighters who have lost their lives in the line of duty and to recognize the lasting impact of their sacrifice on their families, colleagues, and communities; and

WHEREAS, International Firefighters' Day highlights the importance of supporting active firefighters, honoring fallen heroes, and acknowledging the families who stand behind them and share in the demands of public service; and

WHEREAS, the red and blue ribbon associated with International Firefighters' Day symbolizes the elements of fire and water, which firefighters courageously confront to protect lives and property; and

WHEREAS, communities across the nation and the world observe this day by supporting initiatives such as those of the National Fallen Firefighters Foundation and by lighting homes and landmarks red as a visible sign of gratitude and remembrance; and

WHEREAS, the Glenn Heights Fire Department serves as a vital pillar of public safety, exemplifying professionalism, courage, and a steadfast commitment to community service.

NOW, THEREFORE, I, Sonja A. Brown, Mayor of the City of Glenn Heights, Texas, do hereby recognize May 4, 2026, as **International Firefighters' Day** in the City of Glenn Heights and encourage all residents to take time to thank our firefighters, honor those who have fallen, support their families, and recognize the invaluable role firefighters play in protecting and strengthening our community.

At this time, the Glenn Heights Fire Department will have a siren Sound Off for 30 seconds, followed by 30 seconds of silence in memory of, and respect for, all firefighters who have been lost in the line of duty or passed on before us.

IN WITNESS WHEREOF, I have hereunto set my hand this fifth day of May in the year of our Lord two thousand twenty-six.

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Sonja A. Brown, Mayor
Glenn Heights, Dallas County, Texas

PROCLAMATION

Office of the Mayor ▪ City of Glenn Heights

National Teacher Appreciation Week
May 4-8, 2026

WHEREAS, teachers are a vital part of our community and play a critical role in shaping the minds, character, and future of our children; and

WHEREAS, teachers dedicate countless hours to educating, mentoring, and supporting students from all backgrounds, often going beyond the classroom to ensure student success; and

WHEREAS, the work of teachers strengthens families, improves communities, and prepares the next generation of leaders, workers, and citizens; and

WHEREAS, educators inspire a love of learning, foster creativity and critical thinking, and help students reach their full potential while adapting to the evolving needs of today's classrooms; and

WHEREAS, Teacher Appreciation Week, observed nationwide during the first full week of May, provides an opportunity for communities to formally recognize the invaluable contributions of educators; and

WHEREAS, the National Education Association encourages communities to transform appreciation into action by honoring, supporting, and valuing teachers for their commitment to public education.

NOW, THEREFORE, I, Sonja A. Brown, Mayor of the City of Glenn Heights, Texas, do hereby recognize May 4-8, 2026, as **National Teacher Appreciation Week.**

BE IT FURTHER PROCLAIMED that all residents are encouraged to recognize the dedication, professionalism, and positive impact teachers have on students and families, and to express appreciation through words of thanks, acts of kindness, and continued support for public education.

IN WITNESS WHEREOF, I have hereunto set my hand this fifth day of May in the year of our Lord two thousand twenty-six.

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Sonja A. Brown, Mayor
Glenn Heights, Dallas County, Texas

PROCLAMATION

Office of the Mayor ▪ City of Glenn Heights

National Nurses Week
May 6-12, 2026

WHEREAS, nurses are at the heart of health care, providing compassionate, skilled, and patient-centered care that improves health outcomes and enhances the quality of life for individuals and families; and through their clinical expertise, advocacy, and dedication, nurses play a critical role in ensuring safe, accessible, and high-quality care for all members of the community; and

WHEREAS, nurses serve in a wide variety of roles and settings, including hospitals, clinics, schools, long-term care facilities, and community health programs, often being the first and most consistent point of contact for patients; and

WHEREAS, nurses demonstrate exceptional dedication, resilience, and professionalism while adapting to evolving health care needs and advancing the practice of nursing through education, leadership, and innovation; and

WHEREAS, National Nurses Week is observed annually from May 6 through May 12, ending on the birthday of Florence Nightingale, the founder of modern nursing, to honor the vital contributions of nurses nationwide; and

WHEREAS, the 2026 national theme, “The Power of Nurses™,” recognizes the profound impact nurses have on patient care, public health, and the strength of our communities**.**

NOW, THEREFORE, I, Sonja A. Brown, Mayor of the City of Glenn Heights, Texas, along with the American Nurses Association, recognizes May 6-12, 2026, as **National Nurses Week** in the City of Glenn Heights, and I encourage all residents to recognize, thank, and celebrate nurses for their unwavering commitment, compassion, and essential role in protecting and improving the health of our community.

IN WITNESS WHEREOF, I have hereunto set my hand this fifth day of May in the year of our Lord two thousand twenty-six.

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Sonja A. Brown, Mayor
Glenn Heights, Dallas County, Texas

PROCLAMATION

Office of the Mayor ▪ City of Glenn Heights

National Police Week
May 10-16, 2026

WHEREAS, law enforcement officers serve our community with courage, integrity, and professionalism, placing themselves in harm's way to protect the lives, rights, and property of others; and through their daily commitment to service, they help foster public trust, uphold the rule of law, and strengthen the safety and stability of the community; and

WHEREAS, police officers work tirelessly to prevent crime, maintain public safety, and build trust through service, dedication, and partnership with the communities they serve; and

WHEREAS, since 1962, the President of the United States has designated May 15 as Peace Officers Memorial Day and the calendar week in which that date falls as **National Police Week**, in honor of law enforcement officers who have lost their lives in the line of duty; and

WHEREAS, National Police Week provides an opportunity to remember and honor fallen officers, to support their surviving families, and to recognize the daily sacrifices made by those who continue to serve.

NOW, THEREFORE, I, Sonja A. Brown, Mayor of the City of Glenn Heights, Texas, do hereby recognize May 10-16, 2026, as **National Police Week** in the City of Glenn Heights. I call upon all residents to recognize the valor, service, and dedication of our law enforcement professionals, and to honor the memory of those who gave their lives in the line of duty.

BE IT FURTHER PROCLAIMED that all residents are encouraged to observe **Peace Officers Memorial Day** on May 15, to express gratitude to law enforcement personnel, and to honor their commitment to public safety and the well-being of our community.

IN WITNESS WHEREOF, I have hereunto set my hand this fifth day of May in the year of our Lord two thousand twenty-six.

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Sonja A. Brown, Mayor
Glenn Heights, Dallas County, Texas

PROCLAMATION

Office of the Mayor ▪ City of Glenn Heights

National Emergency Medical Services Week
May 17-23, 2026

WHEREAS, Emergency Medical Services professionals - including EMTs, paramedics, dispatchers, educators, and support personnel - provide compassionate, lifesaving care to individuals experiencing medical emergencies and trauma; and

WHEREAS, EMS professionals serve on the front lines of public health and public safety, responding 24 hours a day to emergencies in homes, workplaces, roadways, and disaster situations; and

WHEREAS, EMS clinicians work collaboratively with hospitals, fire services, law enforcement, public health agencies, and community partners to improve patient outcomes and strengthen emergency care systems; and

WHEREAS, National Emergency Medical Services Week is observed annually to recognize the vital role EMS professionals play in protecting the health, safety, and well-being of communities nationwide; and

WHEREAS, the 2026 National EMS Week theme, “Improving Outcomes, Together,” emphasizes the importance of teamwork, collaboration, education, and innovation in advancing emergency medical care;

NOW, THEREFORE, I, Sonja A. Brown, Mayor of the City of Glenn Heights, Texas, recognizes May 17-23, 2026, as **National Emergency Medical Services Week** in the City of Glenn Heights.

BE IT FURTHER PROCLAIMED that all residents are encouraged to recognize and thank EMS professionals for their skill, dedication, and commitment to saving lives, and to participate in activities that promote emergency preparedness and community health, including:

Sunday, May 17 – Health Wellness, and Resilience Day

Monday, May 18 – EMS Education Day

Tuesday, May 19 – EMS Safety Day

Wednesday, May 20 – EMS for Children Day, highlighted by the **Teddy Bear Hospital**, to be held on **May 20, 2026, from 5:30 P.M. to 7:30 P.M. at the Glenn Heights Fire Bay, located at 1938-B South Hampton Road, Glenn Heights, Texas 75154**, providing families and children an opportunity to learn about emergency medical care in a safe, engaging environment;

Thursday, May 21 – Save-A-Life Day

Friday, May 22 – EMS Recognition Day; and

Saturday, May 23 – EMS Remembrance Day

IN WITNESS WHEREOF, I have hereunto set my hand this fifth day of May in the year of our Lord two thousand twenty-six.

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Sonja A. Brown, Mayor
Glenn Heights, Dallas County, Texas

PROCLAMATION

Office of the Mayor ▪ City of Glenn Heights

National Public Works Week
May 17-23, 2026

WHEREAS, public works professionals serve an essential role in maintaining and improving the quality of life in our community by planning, building, operating, and maintaining critical infrastructure and public services; and

WHEREAS, public works employees are responsible for services that are fundamental to public health and safety, including streets and bridges, water and wastewater systems, storm drainage, solid waste collection, fleet services, facilities maintenance, and emergency response; and

WHEREAS, the services provided by public works are largely unseen but are vital to the daily lives of residents, supporting economic development, environmental sustainability, and community resilience; and

WHEREAS, National Public Works Week has been observed annually since 1960, and in 1962 President John F. Kennedy recognized public works as vital to the health and welfare of the nation; and

WHEREAS, the 2026 National Public Works Week theme, “Rooted in Service, Powered by Community,” highlights the deep commitment of public works professionals to serving the communities they support and the collaborative efforts that strengthen and sustain those communities**.**

NOW, THEREFORE, I, Sonja A. Brown, Mayor of the City of Glenn Heights, Texas, do hereby recognize May 17-23, 2026, as **National Public Works Week** in the City of Glenn Heights. I encourage all residents are encouraged to recognize and thank public works professionals for their dedication, expertise, and essential contributions, and to join in celebrating the important role public works plays in building safe, resilient, and thriving communities.

IN WITNESS WHEREOF, I have hereunto set my hand this fifth day of May in the year of our Lord two thousand twenty-six.

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Sonja A. Brown, Mayor
Glenn Heights, Dallas County, Texas

AGENDA SUMMARY SHEET
May 5, 2026

CONSENT AGENDA, ITEM 1

Discussion and take action to approve the Meeting Minutes of the April 21, 2026, City Council Meeting. (Brandi Brown, City Secretary)

Motion	
Second	
For	Brown, Bruton, Mosley, Allen, Hobbs, Lightfoot, Washington
Against	Brown, Bruton, Mosley, Allen, Hobbs, Lightfoot, Washington
Abstain	
Approve/ Deny/ Table	

MINUTES OF THE
CITY COUNCIL
OF THE CITY OF GLENN HEIGHTS, TEXAS

APRIL 21, 2026

STATE OF TEXAS *
COUNTIES OF DALLAS AND ELLIS *
CITY OF GLENN HEIGHTS *

On the 21st day of April 2026, the City Council of the City of Glenn Heights, Texas, met in the City Hall, City Council Chambers, located at 1938-C South Hampton Road, Glenn Heights, Texas, 75154, with the following members present:

CITY COUNCIL:

Sonja A. Brown	*	Mayor
Travis Bruton	*	Mayor Pro Tem
Sherron Mosley	*	Council Member, Place 1
Tramayne Hobbs	*	Council Member, Place 4
Laymon Lightfoot	*	Council Member, Place 5
Nelda Washington	*	Council Member, Place 6

STAFF:

Clifford Blackwell	*	City Manager
Keith Moore	*	Deputy City Manager
Brandi Brown	*	City Secretary
Farrah Allen	*	Municipal Court Administrator
Dr. Glynell Horn	*	Chief of Police
Jeff Kent	*	IT Support Specialist
Sherry Roberts	*	Finance Director
Nicholas Williams	*	Fire Chief

CONSULTANT:

Kellie McKee	*	City Attorney's Office

CALL TO ORDER

Mayor Sonja A. Brown called the meeting of the City Council to order at 7:02 P.M., with a quorum of the City Council present.

INVOCATION

Farrah Allen, Municipal Court Administrator, delivered the Invocation.

PLEDGE OF ALLEGIANCE

Mayor Sonja A. Brown led the assembly in the Pledge of Allegiance.

PUBLIC COMMENT

- Janice King, address on file: acknowledged that some of her previous concerns regarding the Dallas Area Rapid Transit's (DART) Park & Ride had been

addressed but also addressed some additional concerns she had about the Glenn Heights location.

- Clint Woodward, address on file: extended thanks to the City, Council Members, and staff for participating in both the Glenn Heights County Line Cookoff and the Red Oak Chamber Golf Tournament.

- Damarcus Offord, address on file: addressed concerns related to services that should have been provided by Community Waste Disposal (CWD) but were either incomplete or not provided.

PROCLAMATIONS

Mayor Sonja A. Brown read the following Proclamations:

- Administrative Professionals Day, April 22, 2026
- National Autism Acceptance Month, April 2026
- National Sexual Assault Awareness and Prevention Month, April 2026

EVENTS

Mayor Sonja A. Brown announced the following Events:

- Glenn Heights Connect, April 24, 2026, 5:30 P.M. – 7:00 P.M., Villages at Charleston, intersection of North Anson Road and Charleston Boulevard
- We Care Parade, April 25, 2026, 8:30 A.M. – 2:00 P.M., Glenn Heights City Center, 1938 South Hampton Road, Glenn Heights, Texas 75154; and Freedom Church, 1800 South Hampton Road, Glenn Heights, Texas 75154

CONSENT AGENDA

1. Discussion and take action to approve the Meeting Minutes of the April 21, 2026, City Council Meeting. (Brandi Brown, City Secretary)

Mayor Pro Tem Travis Bruton made a motion to approve Consent Agenda Item 1 as written. Council Member Laymon Lightfoot made the second. The motion carried with the following record vote:

VOTE 6 Ayes – Brown, Bruton, Mosley, Hobbs, Lightfoot, and Washington

AGENDA

1. Presentation and discussion regarding the We Care Parade.

   Mayor Sonja A. Brown introduced this item, and Bishop Aaron Blake, Freedom Church, discussed issues related to child abuse and provided data provided by Child Protective Services regarding impacted children.

   Mayor Sonja A. Brown announced that Randall Bryant, DART Chairman, relayed that he was enroute and asked that this item be postponed until he made it to the meeting.

Council Member Laymon Lightfoot made a motion to move Agenda Item 2 after Agenda Item 5. Mayor Pro Tem Travis Bruton made the second. The motion carried with the following record vote:

VOTE 6 Ayes – Brown, Bruton, Mosley, Hobbs, Lightfoot, and Washington

3. Discussion and take action to approve Resolution R-14-26, approving the terms and conditions of the First Amendment to the Interlocal Agreement between Dallas Area Rapid Transit ("DART") and the City of Glenn Heights, Texas.

   Sherry Roberts, Finance Director, introduced this item and completed a brief presentation regarding this item. Mrs. Roberts answered Council's question related the disbursement timing of fund.

Mayor Pro Tem Travis Bruton made a motion to approve Agenda Item 3 as written. Council Member Sherron Mosley made the second. The motion carried with the following record vote:

VOTE 6 Ayes – Brown, Bruton, Mosley, Hobbs, Lightfoot, and Washington

4. Presentation and discussion regarding Community Waste Disposal's (CWD) Annual Report and annual rate increase.

   Mayor Sonja A. Brown made a statement regarding the purpose of this Agenda Item, addressed concerns expressed by residents regarding services provided by Community Waste Disposal (CWD), and thanked residents who provided feedback to her and other Council Members.

   Jason Roemar, President, Community Waste Disposal, and Wanda Smith, Municipal Coordinator, completed a presentation regarding the Annual Report.

   Mr. Roemar provided information regarding the proposed annual rate increase, including the calculation methodology and the 3.1 percent increase, equating to $0.50 per household per month. He responded to Council questions concerning fuel-related rate caps, residential solid waste tonnage collected and the associated decrease, the purchase of new trucks, the paint program and distribution to residents, and services that were expected but not rendered. Mr. Roemar also responded to requests for additional clarification regarding the rate increase and revenue received by CWD from Glenn Heights.

   Council expressed disappointment regarding the denial of Household Hazardous Waste services for the Community Clean-Up event and concerns that the contract favors Community Waste Disposal (CWD) rather than the City or residents. Council further stated that the contract does not adequately reflect feedback received from residents.

   Mr. Roemar stated his desire to improve service delivery, particularly as it relates to communication between the City and Community Waste Disposal (CWD). He also reiterated that the terms of the contract are established and reflect agreements previously approved. He was also confirmed that he did not feel it was a conducive activity for CWD to attend Council Meetings on a quarterly basis, as he was previously asked.

5. Discussion and take action authorizing the City Manager or designee to issue a

Request for Proposals (RFP) for solid waste and recycling services and to begin the process of securing a new service provider contract.

Mayor Sonja A. Brown introduced this item and provided a brief overview regarding this Agenda Item.

Mayor Pro Tem Travis Bruton made a motion to approve Agenda Item 5 as written. Council Member Laymon Lightfoot made the second. The motion carried with the following record vote:

VOTE 6 Ayes – Brown, Bruton, Mosley, Hobbs, Lightfoot, and Washington

Mayor Sonja A. Brown briefly revisited Agenda Item 1 at the request of Bishop Aaron Blake. He played a video regarding the cause behind the We Care Parade.

2. Discussion and take action to approve Resolution R-09-26, approving an Interlocal Agreement between Dallas Area Rapid Transit ("DART") and the City of Glenn Heights, Texas for General Mobility Program Funds; and authorizing the City Manager to execute said agreement and all necessary and related documents.

   Randall Bryant, DART Chairman, introduced this item, and introduced Gene Gamez, Acting President & CEO and General Counsel, DART.

   Chairman Bryant reviewed issues brought to his attention during the April 7thCity Council Meeting, provided responses to questions posed by Council, and discussed information outlined in a follow-up letter previously provided to Council. He responded to questions regarding the City of Glenn Heights' investment as it relates to services provided; the determination of reported General Obligations and Specific Obligations; differences between previous and current Resolutions and Agreements; penalties related to the Agreement; DART services provided; service marketing; Board representation, including one City, one vote; Veteran's Services; and FIFA marketing at the Park & Ride.

   Chairman Bryant also addressed Council questions regarding the Agreement with the Glenn Heights Police Department; the proposed camera system, including whether it could be monitored full-time by the local police department; the availability of DART Police Officers to monitor the Glenn Heights location; and other operational matters. Chairman Bryant confirmed that DART personnel had provided their contact information to a resident in attendance with concerns. Council provided feedback and discussed their experiences using DART services, desired use of Trip Funds, and the on-site storage container.

During the discussion of Agenda Item 2, Council Member Nelda Washington excused herself from 9:26 P.M. to 9:32 P.M.

Mayor Pro Tem Travis Bruton made a motion to approve Agenda Item 5 as written. Council Member Laymon Lightfoot made the second. The motion carried with the following record vote:

VOTE 6 Ayes – Brown, Bruton, Mosley, Hobbs, Lightfoot, and Washington

6. Discussion regarding Move with the Mayor opportunities.

   Mayor Sonja A. Brown introduced this item and outlined Events that are taking place

for this initiative.

During the discussion of Agenda Item 6, Council Member Sherron Mosley excused himself from the meeting at 9:33 P.M. and did not return.

7. Presentation and discussion regarding the implementation of ChatBot.

   Clifford Blackwell, City Manager, introduced this item and completed a presentation. Council discussed the possibility of initiating a contest to name the City's chatbot, with "Glenn" suggested as a potential name. Council also expressed support for the implementation of artificial intelligence in this capacity and interest in exploring additional AI technologies for the City.

8. Presentation and discussion regarding the March 2026 Financial Reports.

   Sherry Roberts, Finance Director, introduced this item and completed a presentation.

9. Discussion and take action to approve Resolution R-15-26, approving rules for the electronic receipt of bids or proposals.

   Sherry Roberts, Finance Director, introduced this item. Mrs. Roberts answered the Council's questions related to what software is currently being used for this task.

Mayor Pro Tem Travis Bruton made a motion to approve Agenda Item 9 as written. Council Member Tramayne Hobbs made the second. The motion carried with the following record vote:

VOTE 5 Ayes – Brown, Bruton, Hobbs, Lightfoot, and Washington

10. Discussion and take action to approve Resolution R-16-26, approving a Policy for Leases and Subscription-Based Information Technology Arrangements.

    Sherry Roberts, Finance Director, introduced this item and completed a presentation. Mrs. Roberts answered Council's related to various leases.

Mayor Pro Tem Travis Bruton made a motion to approve Agenda Item 10 as written. Council Member Tramayne Hobbs made the second. The motion carried with the following record vote:

VOTE 5 Ayes – Brown, Bruton, Hobbs, Lightfoot, and Washington

EXECUTIVE SESSION

1. The City Council shall convene into Executive Session:

   A. pursuant to the Texas Government Code, Section 551.072, Real Property; to deliberate the purchase, exchange, lease or value of real property located at S Uhl Road, Glenn Heights, Texas.

   B. pursuant to the Texas Government Code, Section 551.071, Consultation with City Attorney; and Section 551.072, Real Property; to deliberate land acquisitions for the E Bear Creek Road Right-of-Way Expansion Project.

2. The City Council shall reconvene into Open Session and take any action arising from Executive Session.

Mayor Sonja A. Brown announced there was no need for City Council to convene into Open Session.

ADJOURNMENT

Mayor Sonja A. Brown adjourned the meeting at 9:57 P.M.

_____
Sonja A. Brown, Mayor

Attest:

_____
Brandi Brown, City Secretary
Passed and approved on the 5th day of May 2026

AGENDA SUMMARY SHEET
May 5, 2026

CONSENT AGENDA, ITEM 2

Discussion and take action to approve Preliminary Plat Case PP-002-26: Meadows on Bear Creek Preliminary Plat request by ARA Surveying on behalf of Rain Financial Inc., being a replat of the Meadows on Bear Creek Phase 1, an addition to the City of Glenn Heights, Texas, being 15.6 acres, situated in the John F. Porter Survey, Abstract No. 1118, Glenn Heights, Dallas County, Texas. (Bester Munyaradzi, Director of Planning and Development Services)

Motion	
Second	
For	Brown, Bruton, Mosley, Allen, Hobbs, Lightfoot, Washington
Against	Brown, Bruton, Mosley, Allen, Hobbs, Lightfoot, Washington
Abstain	
Approve/ Deny/ Table	

CITY OF GLENN HEIGHTS
CITY COUNCIL REPORT

Date: May 5, 2026

SUBJECT

Discussion and take action to approve Preliminary Plat Case PP-002-26: Meadows on Bear Creek Preliminary Plat request by ARA Surveying on behalf of Rain Financial Inc., being a replat of the Meadows on Bear Creek Phase 1, an addition to the City of Glenn Heights, Texas, being 15.6 acres, situated in the John F. Porter Survey, Abstract No. 1118, Glenn Heights, Dallas County, Texas.

DISCUSSION / BACKGROUND

A. **Location and Size:**
The proposed Meadows on Bear Creek subdivision is located on the south side of E. Bear Creek Road and is addressed as 928 E. Bear Creek Road. The property is approximately 15.6 acres in size.

B. **Current Zoning:**
The subject property is currently zoned Single Family-3 (SF-3).

C. **Adjacent Properties:**

North: Single Family-1 (SF-1) and Two-Family Residential (DUP) – vacant, single-family homes, and duplexes

South: Single Family-1 (SF-1) – vacant and single-family homes

East: Single Family-2 (SF-2) – single-family homes

West: Single Family-1 (SF-1) – vacant

D. **Case History:**
The zoning change from Single Family-1 (SF-1) to Single Family-3 (SF-3) for Meadows on Bear Creek was approved by the City Council on July 15, 2025.

E. Operational Considerations:

This request is for approval of a preliminary plat proposing the creation of fifty-two (52) single-family residential lots and two (2) Homeowner Association (HOA) lots from twenty-two (22) previously platted lots and one tract of land, in addition to abandoning an existing right-of-way (ROW) and a 20-foot utility easement. The subject property is connected to Lillian Drive to the south and Jenkins Lane to the north.

F. The proposed Preliminary Plat has been reviewed and is in compliance with the City's subdivision regulations.

PRIOR COUNCIL OR BOARD ACTION

Not applicable.

PUBLIC CONTACT

The item is being considered at a Regular Meeting of the City Council noticed in accordance with the Texas Open Meeting Act.

FINANCIAL IMPACT

Not applicable.

RECOMMENDATION / ALTERNATIVES

At the April 13, 2026, the Planning and Zoning Commission recommended the approval of Meadow on Bear Creek preliminary plat by 4-0 vote.

Staff recommends that the City Council approve the Meadows on Bear Creek Preliminary Plat as presented.

ATTACHMENTS

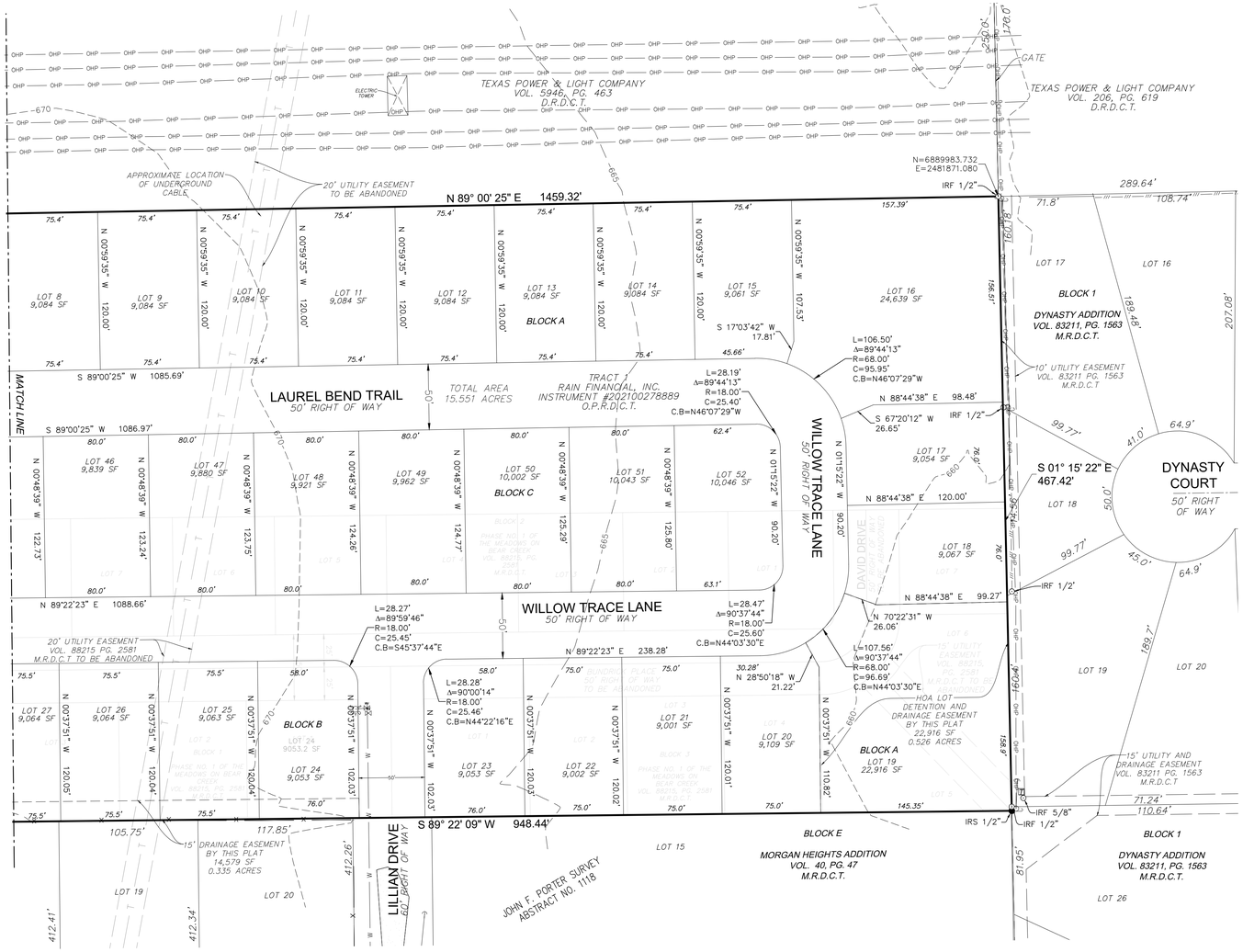
1. Preliminary Plat

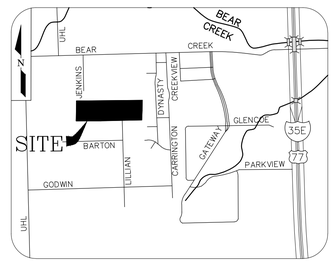
PREPARED BY

Bester Munyaradzi, Director of Planning and Development Services

REVIEWED BY

Brandi Brown, City Secretary





VICINITY MAP
(NOT TO SCALE)

GRAPHIC SCALE
0 50 100
(IN FEET)
1 inch = 50 ft.

OWNER'S CERTIFICATE

STATE OF TEXAS §

COUNTY OF DALLAS §

BEING *a 677,397 square foot or 15.551 acre tract of land, situated in the John F. Porter Survey, Abstract Number 1118, in the City of Glenn Heights, Dallas County, Texas, being all a tract of land described as Tract 1 and Tract 2, in a General Warranty Deed to Rain Financial Inc., recorded in Instrument #202100278889, of the Official Public Records of Dallas County, Texas (O.P.R.D.C.T.), and being all of Lots 1–5, Block 1, Lots 1–10, Block 2, and Lots 1–7, Block 3, Phase No. One of the Meadows on Bear Creek, an Addition to the City of Glenn Heights, recorded in Volume 88215, Page 2581, Deed Records, Dallas County, Texas, and being more particularly described as follows:*

BEGINNING *at a 1/2 inch iron rod found (Controlling Monument) at the Northwest corner of said Rain Financial tract, same being the Northeast corner of a tract of land described in a Warranty Deed to Suresh Shridharani, recorded in Instrument #201200382616 (O.P.R.D.C.T.), and being in the South line of a tract of land described in a Deed to Texas Electric Company, recorded in Volume 5946, Page 463, Deed Records of Dallas County, Texas (D.R.D.C.T.);*

THENCE *North 89 degrees 00 minutes 25 seconds East, with the common line between said Rain Financial tract and said Texas Electric Company, a distance of 1,459.32 feet to a 1/2 inch iron rod found for the Northeast corner of said Rain Financial tract, same being the Northwest corner of Lot 17, Block 1, of the Dynasty Addition, recorded in Volume 83211, Page 2581, (D.R.D.C.T.);*

THENCE *South 01 degrees 15 minutes 22 seconds East, with the common line between said Rain Financial tract and said Dynasty Addition, a distance of 237.40 feet to a 1/2 inch iron rod set in the West line of Lot 18, Block 1, of said Dynasty Addition, same being the Northeast corner of Lot 7, Block 3, of said Meadows on Bear Creek Addition;*

THENCE *South 01 degrees 15 minutes 22 seconds East, with the common line between said Meadows on Bear Creek Addition and, said Dynasty Addition, at 226.90 feet passing a 1/2 inch iron rod found at the common West corner between Lot 19 and 26, said Block 1, Dynasty Addition, continuing for a total distance of 230.01 feet to a 1/2 inch iron rod set at the Southeast corner of Lot 5, Block 3, said Meadows on Bear Creek Addition, same being the Northeast corner of Lot 15, Block E, Morgan Heights Addition, recorded in Volume 40, Page 47, Map Records, Dallas County, Texas;*

THENCE *South 89 degrees 22 minutes 09 seconds West, with the common line between said Meadows on Bear Creek Addition and said Morgan Heights Addition, a distance of 947.99 feet to a 1/2 inch iron rod set at the Southwest corner of Lot 5, Block 1, said Meadows on Bear Creek Addition, same being in the North line of Lot 16, Block C, said Morgan Heights Addition;*

THENCE *South 89 degrees 22 minutes 48 seconds West, with the common line between said Rain Financial tract and said Morgan Heights Addition, a distance of 519.91 feet to a 5/8 inch iron rod found (Controlling Monument) at the Southwest corner of said Rain Financial tract, same being the Southeast corner of said Shridharani tract, and being in the North line of Lot 11, said Block C;*

THENCE *North 00 degrees 08 minutes 09 seconds West, with the common line between said Rain Financial tract and said Shridharani tract, a distance of 458.08 feet to the* ***POINT OF BEGINNING,*** *containing 677,397 square foot or 15.551 acres of land more or less.*

APPROVED FOR PREPARATION OF FINAL PLAT

Chairman, Planning And Zoning Commission	*Date*	*Mayor*	*Date*
Chairman, Planning And Zoning Commission	*Date*	*Mayor*	*Date*

GENERAL NOTES:

1. All bearings shown are based on the Texas State Plane Coordinate System of 1983, North Central Zone (4202), North American Datum of 1983, (2011). All distances are surface projection, using a scale factor of 1.000136506 (TXDOT scale factor).

2. Lot to Lot Drainage will not be allowed without City Engineering Division approval.

3. The purpose of this plat is to create (52) lots from (22) platted lots and a tract of land; to abandon an existing right of way, and to abandon a 15 foot utility easement.

4. The coordinates shown hereon are Texas State Plane Coordinate System, North Central Zone (4202), North American Datum of 1983 grid coordinate values.

5. This property is located within Zone "X". It's defined as areas of Minimal Flood Hazard, according to FEMA FIRM Map #48113C0640K, dated 07/07/2014.

6. This plat is subject to City Ordinance number O–12–25.

WAIVER OF CLAIM FOR DAMAGES

The Owner and the Developer release the City of Glenn Heights from any and all claims, damages, obligations, or liabilities by the establishment of grades, or the alteration of the surface of any portion of the existing streets and alleys, to conform the grades established in this plat.

COMMON AREAS

All common areas tracts will be owned and maintained by the Homeowner's Association.

LEGEND

CM	*CONTROLLING MONUMENT*
O.P.R.D.C.T.	*OFFICIAL PUBLIC RECORDS OF DALLAS COUNTY, TEXAS*
M.R.D.C.T.	*MAP RECORDS OF DALLAS COUNTY, TEXAS*
D.R.D.C.T.	*DEED RECORDS OF DALLAS COUNTY, TEXAS*
POB	*POINT OF BEGINNING*
VOL./PG.	*VOLUME/PAGE*
⊙ IRF	*IRON ROD FOUND (AS NOTED)*
● IRS	*IRON ROD SET (ARA 6671)*
	FIRE HYDRANT
— OHP —	*OVERHEAD POWER LINE*
— W —	*WATER LINE*
— SS —	*SANITARY SEWER LINE*
—X— X—	*WIRE/BARBWIRE FENCE*
—o—o—	*CHAIN LINK FENCE*
—//—	*WOOD FENCE*
—□—□—	*METAL FENCE*
— T —	*TELEPHONE LINE*

OWNER:

RAIN FINANCIAL INC.
1615 RANDOL MILL AVE
SOUTHLAKE, TX 76092

SURVEYOR

ARA SURVEYING
3615 KARNAGHAN LANE
MELISSA, TEXAS 75454
TEL:(972) 946-4172
TBPELS NO. 10194713
ANEL RODRIGUEZ, RPLS
arodriguez@arasurveying.com

PRELIMINARY PLAT

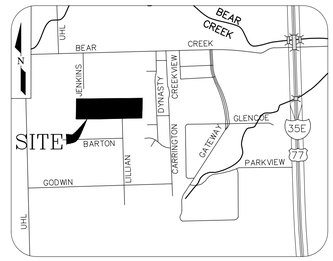
THE MEADOWS ON BEAR CREEK

LOTS 1-23, BLOCK A, LOTS 24-38 BLOCK B
LOTS 39-52, BLOCK C

BEING A REPLAT OF THE
MEADOWS ON BEAR CREEK PHASE NO. ONE
15.551 ACRES SITUATED IN THE
JOHN F. PORTER SURVEY, ABSTRACT NO. 1118
CITY OF GLENN HEIGHTS, DALLAS COUNTY, TEXAS

Plotted by: elosi Plot Date: 4/13/2026 3:27 PM
Drawing: G:\My Drive\Survey\25088-928 E Bear Creek_Glenn Heights_Akamo-Prjct\05_CAD\25088-928 E Bear Creek Rd_#Plat-V2dwg.dwg Saved By: elosi Save Time: 4/13/2026 3:09 PM





VICINITY MAP
(NOT TO SCALE)

GRAPHIC SCALE
0 50 100
(IN FEET)
1 inch = 50 ft.

OWNER'S DEDICATION

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That Rain Financial, Inc., acting by and through it's duly authorized agent, Fred Kioni, does hereby adopt this plat, designating the herein described property as ***THE MEADOWS ON BEAR CREEK LOTS 1-23, BLOCK A, LOTS 24-38 BLOCK B, LOTS 39-52, BLOCK C*** *, an addition to the City of Glenn Heights, Dallas County, Texas, and does hereby dedicate, in fee simple, to the public use forever any streets, alleys, parks, watercourses, drains, easements and public places thereon shown for the purpose and consideration therein expressed. No buildings, fences, trees, shrubs, or other improvements or growths shall be constructed, reconstructed or placed upon, over or across the easements as shown. Said easements being hereby reserved for the mutual use and accommodation of all public utilities using or desiring to use the same. All, and any public utility shall have the right to remove and keep removed all or parts of any building, fences, trees, shrubs, or other improvements or growths which in any way may endanger or interfere with the construction, maintenance or efficiency of its respective system on the easements, and all public utilities shall at all times have the full right of ingress and egress to or from said easements for the purpose of constructing, reconstructing, inspecting, patrolling, maintaining and adding to or removing all or parts of its respective systems without the necessity at any time of procuring the permission of anyone.*

This plat approved subject to all platting ordinances, rules, regulations, and resolutions of the City of Glenn Heights.

WITNESS, my hand at Glenn Heights, Texas, this the ___ day of, _____, 2026.

Rain Financial, Inc.

_____
Fred Kioni
Manager

STATE OF TEXAS

COUNTY OF DALLAS

BEFORE ME, the undersigned, a Notary Public in and for the said County and State, on this day personally appeared _____ known to me to be the person(s) whose name(s) is (are) subscribed to the foregoing instrument and acknowledged to me that he/she/they executed the same for the purpose therein expressed and under oath stated that the statements in the foregoing certificate are true.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this ___ day of _____, 2026.

_____
Notary Public in and for the State of Texas

WAIVER OF CLAIM FOR DAMAGES

The Owner and the Developer release the City of Glenn Heights from any and all claims, damages, obligations, or liabilities by the establishment of grades, or the alteration of the surface of any portion of the existing streets and alleys, to conform the grades established in this plat.

APPROVED FOR PREPARATION OF FINAL PLAT

_____	_____	_____	_____
Chairman, Planning And Zoning Commission	*Date*	*Mayor*	*Date*
_____	_____	_____	_____
Chairman, Planning And Zoning Commission	*Date*	*Mayor*	*Date*

SURVEYOR'S CERTIFICATE

KNOW ALL MEN BY THESE PRESENT:

I, Anel Rodriguez, do hereby certify that I prepared this plat from an actual survey on the ground and under my direct supervision in accordance with the current provisions of the Texas Administrative Code and the Ordinances of the City of Glenn Heights, Texas. All the corner monuments shown hereon actually exist, and that their location is correctly shown.

Dated this the ___ day of _____, 2026.

PRELIMINARY, THIS DRAWING SHALL
NOT BE RECORDED FOR ANY PURPOSE

_____
Anel Rodriguez
Texas Registered Professional Land Surveyor No. 6671

STATE OF TEXAS

COUNTY OF COLLIN

BEFORE ME, the undersigned, a Notary Public in and for the said County and State, on this day personally appeared Anel Rodriguez, 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 therein expressed and under oath stated that the statements in the foregoing certificate are true.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this ___ day of _____, 2026.

_____
Notary Public in and for the State of Texas

LEGEND

CM	CONTROLLING MONUMENT
O.P.R.D.C.T.	OFFICIAL PUBLIC RECORDS OF DALLAS COUNTY, TEXAS
M.R.D.C.T.	MAP RECORDS OF DALLAS COUNTY, TEXAS
D.R.D.C.T.	DEED RECORDS OF DALLAS COUNTY, TEXAS
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OWNER:

RAIN FINANCIAL INC.
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SURVEYOR

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3615 KARNAGHAN LANE
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PRELIMINARY PLAT
THE MEADOWS ON BEAR CREEK

LOTS 1-23, BLOCK A, LOTS 24-38 BLOCK B
LOTS 39-52, BLOCK C

BEING A REPLAT OF THE
MEADOWS ON BEAR CREEK PHASE NO. ONE
15.551 ACRES SITUATED IN THE
JOHN F. PORTER SURVEY, ABSTRACT NO. 1118
CITY OF GLENN HEIGHTS, DALLAS COUNTY, TEXAS

Plotted by: eloi Plot Date: 4/13/2026 3:26 PM
Drawing: G:\My Drive\Survey\25088-928 E Bear Creek_Glenn Heights_Akamo-Prat\05_CAD\25088-928 E Bear Creek Rd_PPlat_-V2dwg Saved By: eloi Save Time: 4/13/2026 3:09 PM

AGENDA SUMMARY SHEET
May 5, 2026

CONSENT AGENDA, ITEM 3

Discussion and take action to approve Preliminary Plat Case PP-003-26: Stewart Farms Preliminary Plat Request by Kimley-Horn on behalf of CW-Stewart Farms, LLC, an addition to the City of Glenn Heights, Texas, being 94.82 acres, situated in the Elias R. Parks Survey, Abstract No. 1131, Glenn Heights, Dallas County, Texas. (Bester Munyaradzi, Director of Planning and Development Services)

Motion	
Second	
For	Brown, Bruton, Mosley, Allen, Hobbs, Lightfoot, Washington
Against	Brown, Bruton, Mosley, Allen, Hobbs, Lightfoot, Washington
Abstain	
Approve/ Deny/ Table	

CITY OF GLENN HEIGHTS
CITY COUNCIL REPORT

Date: May 5, 2026

SUBJECT

Discussion and take action to approve Preliminary Plat Case PP-003-26: Stewart Farms Preliminary Plat Request by Kimley-Horn on behalf of CW-Stewart Farms, LLC, an addition to the City of Glenn Heights, Texas, being 94.82 acres, situated in the Elias R. Parks Survey, Abstract No. 1131, Glenn Heights, Dallas County, Texas.

DISCUSSION / BACKGROUND

A. Location and Size:
The proposed Stewart Farms subdivision is generally located on the south side of W. Bear Creek Road and the west side of S. Westmoreland Road. The property is approximately 94.83 acres in size.

B. Current Zoning:
The subject property is currently zoned Planned Development-24 (PD-24), with Single Family-3 (SF-3) and Commercial as the base zonings.

C. Adjacent Properties:

North: Single Family-1 (SF-1) – vacant and single-family homes

South: Single Family-1 (SF-1) – vacant and single-family homes

East: Single Family-2 (SF-2) – vacant and single-family homes

West: Single Family-1 (SF-1) – vacant and single-family homes

D. Case History:
The zoning change from Single Family-1 (SF-1) to Planned Development-24 (PD-24), with Single Family-3 (SF-3) as the base zoning for Stewart Farms, was approved by the City Council in August 2024.

E. Operational Considerations:
   This request is for approval of a preliminary plat creating 345 single-family residential lots, 22 Homeowner Association (HOA) lots, and the associated rights-of-way. The subject property has access from W. Bear Creek Road and S. Westmoreland Road, with stub-outs to the southern portion of the property.

F. All required public infrastructure shall be installed by the developer and accepted prior to submitting a final plat application. This preliminary plat is in substantial compliance with the City's subdivision regulations.

PRIOR COUNCIL OR BOARD ACTION

Not applicable.

PUBLIC CONTACT

This item is being considered at a regular meeting of the City Council, noticed in accordance with the Texas Open Meetings Act.

FINANCIAL IMPACT

Not applicable.

RECOMMENDATION / ALTERNATIVES

Staff recommends approval of the Stewart Farms Preliminary Plat as presented.

ATTACHMENTS

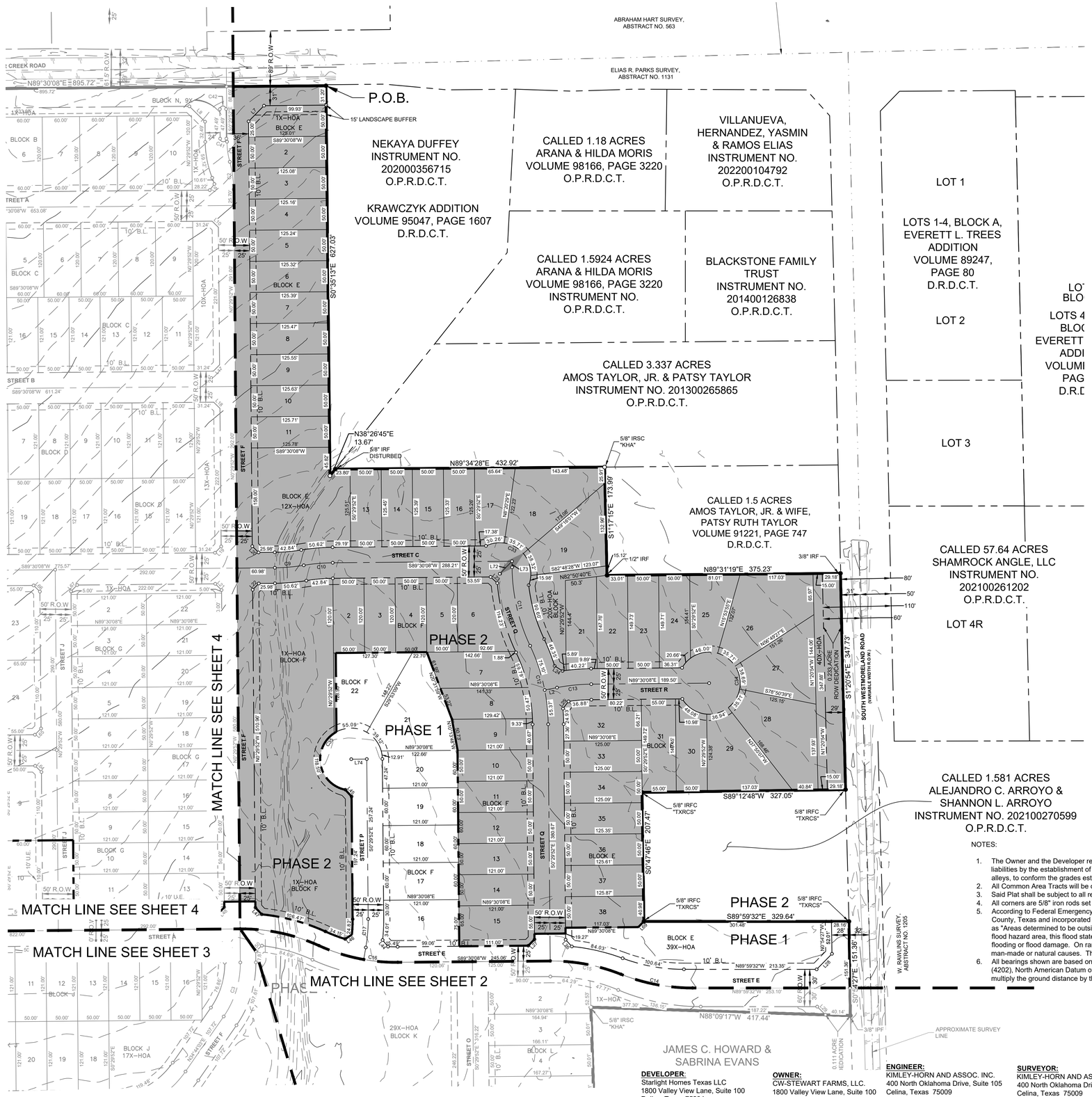
1. Preliminary Plat
2. Concept Plan

PREPARED BY

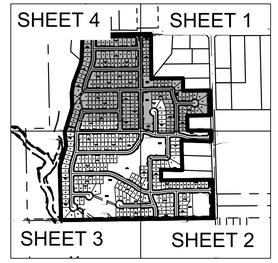
Bester Munyaradzi, Director of Planning and Development Services

REVIEWED BY

Brandi Brown, City Secretary

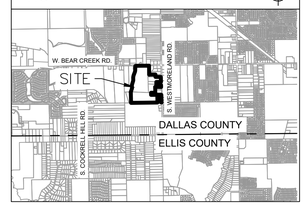


PHASE 2 - SHADED



PHASE 1 - UNSHADED

VICINITY MAP



SCALE 1" = 5,000'

NORTH

GRAPHIC SCALE IN FEET

80 0 40 80 160

1" = 80' @ 24X36

LINE TABLE			LINE TABLE		
NO.	BEARING	LENGTH	NO.	BEARING	LENGTH
L1	N79°57'23"W	17.42'	L41	S23°54'09"W	12.30'
L2	S78°55'40"W	20.16'	L42	S61°42'57"E	14.41'
L3	N00°29'52"W	25.00'	L43	S48°24'20"E	14.82'
L4	S00°29'52"E	25.00'	L44	S39°17'59"E	13.66'
L5	S89°30'08"W	25.00'	L45	S42°35'23"E	14.82'
L6	N81°06'41"W	25.12'	L46	S56°41'37"W	12.96'
L7	S44°30'08"W	35.36'	L47	S42°51'00"E	14.78'
L8	S45°29'52"E	35.36'	L48	N44°30'08"E	14.14'
L9	S37°12'27"W	12.23'	L49	S45°29'52"E	14.14'
L10	S45°29'52"E	14.14'	L50	N47°37'46"E	13.35'
L11	S45°29'52"E	14.14'	L51	S42°35'23"E	14.82'
L12	S44°30'08"W	35.36'	L52	S44°30'08"W	14.14'
L13	S45°29'52"E	35.36'	L53	S48°24'20"E	14.82'
L14	N44°30'08"E	14.14'	L54	S45°29'52"E	14.14'
L15	S29°52'23"E	12.69'	L55	N44°30'08"E	14.14'
L16	S61°04'05"W	15.25'	L56	S45°26'16"E	14.13'
L17	N44°30'08"E	14.14'	L57	S56°50'29"W	15.49'
L18	S45°29'52"E	14.14'	L58	S37°12'47"E	13.26'
L19	N44°30'08"E	14.14'	L59	S51°35'22"W	13.81'
L20	S45°29'52"E	14.14'	L60	S34°52'40"E	13.54'
L21	S45°29'52"E	14.14'	L61	N53°19'18"E	16.14'
L22	N44°30'08"E	14.14'	L62	N44°30'08"E	14.14'
L23	S47°16'52"E	14.57'	L63	S45°29'52"E	14.14'
L24	S57°56'03"E	14.96'	L64	S45°29'52"E	14.14'
L25	S37°30'03"W	14.56'	L65	N44°30'08"E	14.14'
L26	S42°51'00"E	14.78'	L66	S45°29'52"E	14.14'
L27	N44°30'08"E	14.14'	L67	N44°30'08"E	14.14'
L28	N44°33'01"E	35.07'	L68	S36°15'53"E	13.81'
L29	N45°26'59"W	18.62'	L69	S44°36'21"W	12.78'
L30	S44°30'08"W	14.14'	L70	N45°29'52"W	28.28'
L31	S45°29'52"E	14.14'	L71	N45°29'52"W	28.28'
L32	N44°30'08"E	14.14'	L72	S44°16'46"W	28.17'
L33	S44°30'08"W	14.14'	L73	S00°29'52"E	9.79'
L34	N45°29'52"W	14.14'	L74	S89°30'08"W	25.00'
L35	S47°37'46"W	13.35'	L75	S36°40'42"E	24.78'
L36	S45°29'52"E	15.35'	L76	N45°05'13"E	20.00'
L37	N41°22'31"E	13.35'	L77	S49°30'43"E	20.00'
L38	N43°49'00"E	35.07'	L78	S67°37'27"W	57.12'
L39	N44°16'41"E	14.14'	L79	S67°00'08"W	43.47'
L40	S45°43'19"E	14.14'			

CURVE TABLE					
NO.	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD
C1	14°50'06"	126.00'	32.62'	S07°54'55"E	32.53'
C2	14°50'06"	174.00'	45.05'	N07°54'55"W	44.93'
C3	35°13'55"	150.00'	92.24'	N17°07'06"E	90.79'
C4	54°46'05"	150.00'	143.38'	N62°07'06"E	137.99'
C5	12°01'24"	275.00'	57.71'	S84°29'09"E	57.60'
C6	21°14'55"	300.00'	111.26'	N10°07'36"E	110.62'
C7	10°42'26"	300.00'	56.06'	S15°23'50"W	55.98'
C8	10°32'29"	300.00'	55.19'	S85°13'37"E	55.12'
C9	8°55'29"	300.00'	46.73'	N85°02'24"E	46.68'
C10	8°55'29"	300.00'	46.73'	S85°02'24"W	46.68'
C11	24°55'01"	300.00'	130.46'	S12°57'22"E	129.44'
C12	24°55'01"	300.00'	130.46'	N12°57'22"W	129.44'
C13	10°34'29"	300.00'	55.37'	S84°12'54"W	55.29'
C14	21°42'12"	311.50'	117.99'	S79°08'26"E	117.29'
C15	22°12'32"	300.00'	116.28'	N79°23'36"W	115.56'
C16	24°56'42"	300.00'	130.61'	S78°01'31"E	129.58'
C17	10°30'37"	250.00'	45.86'	N04°45'27"E	45.80'
C18	24°56'42"	300.00'	130.61'	N78°01'31"W	129.58'
C19	9°23'10"	300.00'	49.15'	S85°48'17"E	49.09'
C20	22°30'27"	500.00'	196.42'	S05°53'14"W	195.16'
C21	22°57'26"	500.00'	200.34'	N06°06'43"E	199.00'
C22	18°05'17"	500.00'	157.85'	S08°32'47"W	157.19'
C23	28°10'59"	300.00'	147.57'	N76°24'22"W	146.08'
C24	13°34'30"	300.00'	71.08'	N55°31'38"W	70.91'
C25	41°45'28"	300.00'	218.64'	N69°37'07"W	213.84'
C26	12°48'01"	300.00'	67.02'	N83°06'08"E	66.88'
C27	12°34'34"	300.00'	65.85'	S82°59'24"W	65.72'
C28	28°28'51"	300.00'	149.13'	N14°57'45"W	147.60'
C29	28°42'19"	300.00'	150.30'	S14°51'01"E	148.73'
C30	17°18'51"	275.00'	83.10'	S81°50'26"E	82.79'
C31	20°22'15"	300.00'	106.66'	N79°19'01"E	106.10'
C32	141°41'02"	50.00'	123.64'	S44°30'08"W	94.46'
C33	40°55'32"	50.00'	35.71'	N61°11'45"W	34.96'
C34	44°19'54"	50.00'	38.69'	N11°00'36"W	37.73'
C35	135°47'39"	50.00'	118.50'	S11°08'29"E	92.65'
C36	34°59'51"	50.00'	30.54'	S46°47'10"E	30.07'
C37	53°06'25"	50.00'	46.34'	S50°40'15"W	44.70'
C38	179°51'03"	50.00'	156.95'	N78°07'04"E	100.00'
C39	49°06'38"	50.00'	42.86'	N56°43'32"E	41.56'
C40	85°24'04"	50.00'	74.53'	S02°12'45"E	67.82'
C41	180°00'00"	5.00'	15.71'	N89°30'08"E	10.00'
C42	90°00'00"	5.00'	7.85'	S44°30'08"W	7.07'

LEGEND

P.O.B.	POINT OF BEGINNING
IPF	IRON PIPE FOUND
IRFC	IRON ROD W/ CAP FOUND
IRFS	IRON ROD W/ CAP SET
B.L.	BUILDING LINE
E.E.	ELECTRIC EASEMENT
D.E.	DRAINAGE EASEMENT
P.U.E.	PUBLIC UTILITY EASEMENT
S.S.E.	SANITARY SEWER EASEMENT
W.E.	WATER LINE EASEMENT
HOA	HOME OWNER'S ASSOCIATION
R.O.W.	RIGHT-OF-WAY
D.R.D.C.T.	DEED RECORDS OF DALLAS COUNTY, TEXAS
P.R.D.C.T.	PLAT RECORDS OF DALLAS COUNTY, TEXAS
O.P.R.D.C.T.	OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS
	STREET NAME CHANGE

LINE TYPE LEGEND

	BOUNDARY LINE
	EASEMENT LINE
	LOT LINE
	ADJOINER LINE
	BUILDING SETBACK
	ROADWAY CENTERLINE

NOTES:

1. The Owner and the Developer release the City of Glenn Heights from any and all claims, damages, obligations, or liabilities by the establishment of grades, or the alteration of the surface of any portion of the existing streets and alleys, to conform the grades established in this plat.
2. All Common Area Tracts will be owned and maintained by the Homeowner's Association.
3. Said Plat shall be subject to all requirements as established by Ordinance O-08-24.
4. All corners are 5/8" iron rods set with a plastic cap stamped "KHA" unless otherwise noted.
5. According to Federal Emergency Management Agency's Flood Insurance Rate Map No. 48113C0620K, for Dallas County, Texas and incorporated areas, dated July, 07, 2014 this property is located within Zone X (unshaded) defined as "Areas determined to be outside the 0.2% annual chance floodplain". If this site is not within an identified special flood hazard area, this flood statement does not imply that the property and/or the structures thereon will be free from flooding or flood damage. On rare occasions, greater floods can and will occur and flood heights may be increased by man-made or natural causes. This flood statement shall not create liability on the part of the surveyor.
6. All bearings shown are based on grid north of the Texas State Plane Coordinate System of 1983, North Central Zone (4202), North American Datum of 1983. All dimesnsions shown are surface distances. To Obtain a grid distance, multiply the ground distance by the Project Combined Factor (PCF) of 0.999863512.

PRELIMINARY PLAT
STEWART FARMS
BEING
345 RESIDENTIAL LOTS
22 OPEN/SPACE (HOA) LOTS
94.825 ACRES
OUT OF THE
ELIAS R. PARKS SURVEY,
ABSTRACT NO. 1131
CITY OF GLENN HEIGHTS,
DALLAS COUNTY, TEXAS

DEVELOPER:
Starlight Homes Texas LLC
1800 Valley View Lane, Suite 100
Dallas, Texas 75234
Phone: 678-781-2078
Contact : Scot Albert

OWNER:
CW-STEWART FARMS, LLC.
1800 Valley View Lane, Suite 100
Dallas, Texas 75234
Phone: 678-781-2078
Contact : Daniel Satsky

ENGINEER:
KIMLEY-HORN AND ASSOC. INC.
400 North Oklahoma Drive, Suite 105
Celina, Texas 75009
Tel. No. (469) 501-2200
Contact: Anthony Loeffel P.E.
Email: anthony.loeffel@kimley-horn.com

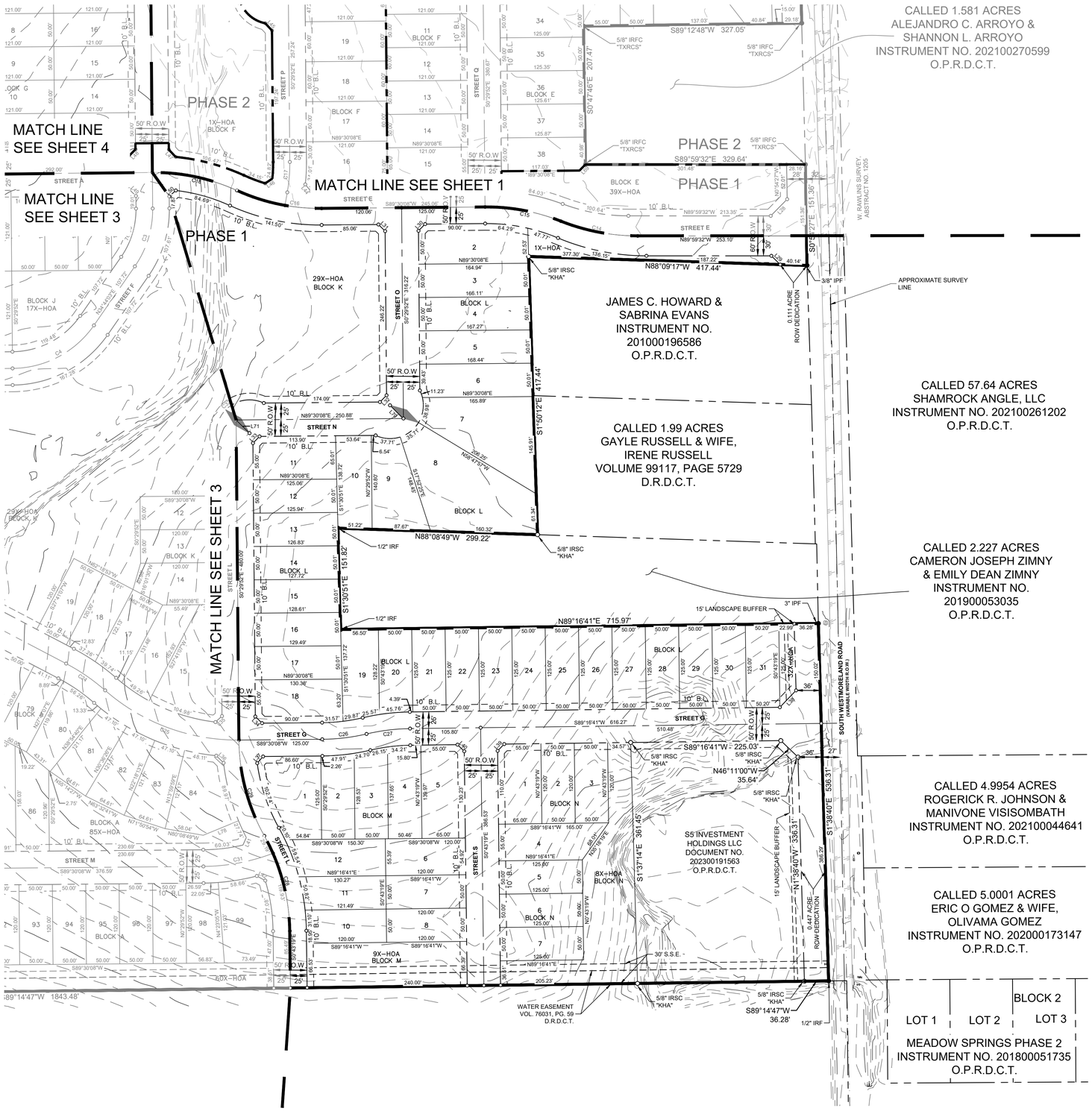
SURVEYOR:
KIMLEY-HORN AND ASSOC. INC.
400 North Oklahoma Drive, Suite 105
Celina, Texas 75009
Tel. No. (469) 501-2200
Contact: Daniel Arthur, R.P.L.S.
Email: daniel.arthur@kimley-horn.com

No.	DATE	REVISION DESCRIPTION
1		.

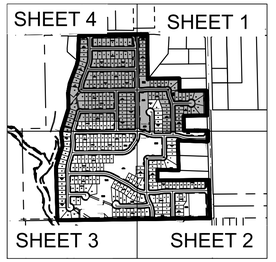
Kimley»Horn
400 North Oklahoma Dr., Suite 105
Celina, Texas 75009
Tel. No. (469) 501-2200
FIRM # 10194503
www.kimley-horn.com

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 80'	SPA	KHA	11/18/2024	063219419	1 OF 6

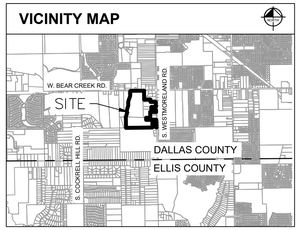
DWG NAME: K:\CEL_SURVEY\063219419-STEWART FARMS-GLENN HEIGHTS\DWG\063219419 STEWART FARMS PRELIMINARY PLAT HATCH AREA.DWG PLOTTED BY: ALLEN, STEPHEN 4/22/2026 4:20 PM LAST SAVED: 4/22/2026 2:12 PM
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PHASE 2 - SHADED



PHASE 1 - UNSHADED



SCALE 1" = 5,000'

NORTH

GRAPHIC SCALE IN FEET

80 0 40 80 160

1" = 80' @ 24X36

LINE TABLE			LINE TABLE		
NO.	BEARING	LENGTH	NO.	BEARING	LENGTH
L1	N79°57'23"W	17.42'	L41	S23°54'09"W	12.30'
L2	S78°55'40"W	20.16'	L42	S61°42'57"E	14.41'
L3	N00°29'52"W	25.00'	L43	S48°24'20"E	14.82'
L4	S00°29'52"E	25.00'	L44	S39°17'59"E	13.66'
L5	S89°30'08"W	25.00'	L45	S42°35'23"E	14.82'
L6	N81°06'41"W	25.12'	L46	S56°41'37"W	12.96'
L7	S44°30'08"W	35.36'	L47	S42°51'00"E	14.78'
L8	S45°29'52"E	35.36'	L48	N44°30'08"E	14.14'
L9	S37°12'27"W	12.23'	L49	S45°29'52"E	14.14'
L10	S45°29'52"E	14.14'	L50	N47°37'46"E	13.35'
L11	S45°29'52"E	14.14'	L51	S42°35'23"E	14.82'
L12	S44°30'08"W	35.36'	L52	S44°30'08"W	14.14'
L13	S45°29'52"E	35.36'	L53	S48°24'20"E	14.82'
L14	N44°30'08"E	14.14'	L54	S45°29'52"E	14.14'
L15	S29°52'23"E	12.69'	L55	N44°30'08"E	14.14'
L16	S61°04'05"W	15.25'	L56	S45°26'16"E	14.13'
L17	N44°30'08"E	14.14'	L57	S56°50'29"W	15.49'
L18	S45°29'52"E	14.14'	L58	S37°12'47"E	13.26'
L19	N44°30'08"E	14.14'	L59	S51°35'22"W	13.81'
L20	S45°29'52"E	14.14'	L60	S34°52'40"E	13.54'
L21	S45°29'52"E	14.14'	L61	N53°19'18"E	16.14'
L22	N44°30'08"E	14.14'	L62	N44°30'08"E	14.14'
L23	S47°16'52"E	14.57'	L63	S45°29'52"E	14.14'
L24	S57°56'03"E	14.96'	L64	S45°29'52"E	14.14'
L25	S37°30'03"W	14.56'	L65	N44°30'08"E	14.14'
L26	S42°51'00"E	14.78'	L66	S45°29'52"E	14.14'
L27	N44°30'08"E	14.14'	L67	N44°30'08"E	14.14'
L28	N44°33'01"E	35.07'	L68	S36°15'53"E	13.81'
L29	N45°26'59"W	18.62'	L69	S44°36'21"W	12.78'
L30	S44°30'08"W	14.14'	L70	N45°29'52"W	28.28'
L31	S45°29'52"E	14.14'	L71	N45°29'52"W	28.28'
L32	N44°30'08"E	14.14'	L72	S44°16'46"W	28.17'
L33	S44°30'08"W	14.14'	L73	S00°29'52"E	9.79'
L34	N45°29'52"W	14.14'	L74	S89°30'08"W	25.00'
L35	S47°37'46"W	13.35'	L75	S36°40'42"E	24.78'
L36	S45°29'52"E	15.35'	L76	N45°05'13"E	20.00'
L37	N41°22'31"E	13.35'	L77	S49°30'43"E	20.00'
L38	N43°49'00"E	35.07'	L78	S67°37'27"W	57.12'
L39	N44°16'41"E	14.14'	L79	S67°00'08"W	43.47'
L40	S45°43'19"E	14.14'			

CURVE TABLE					
NO.	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD
C1	14°50'06"	126.00'	32.62'	S07°54'55"E	32.53'
C2	14°50'06"	174.00'	45.05'	N07°54'55"W	44.93'
C3	35°13'55"	150.00'	92.24'	N17°07'06"E	90.79'
C4	54°46'05"	150.00'	143.38'	N62°07'06"E	137.99'
C5	12°01'24"	275.00'	57.71'	S84°29'09"E	57.60'
C6	21°14'55"	300.00'	111.26'	N10°07'36"E	110.62'
C7	10°42'26"	300.00'	56.06'	S15°23'50"W	55.98'
C8	10°32'29"	300.00'	55.19'	S85°13'37"E	55.12'
C9	8°55'29"	300.00'	46.73'	N85°02'24"E	46.68'
C10	8°55'29"	300.00'	46.73'	S85°02'24"W	46.68'
C11	24°55'01"	300.00'	130.46'	S12°57'22"E	129.44'
C12	24°55'01"	300.00'	130.46'	N12°57'22"W	129.44'
C13	10°34'29"	300.00'	55.37'	S84°12'54"W	55.29'
C14	21°42'12"	311.50'	117.99'	S79°08'26"E	117.29'
C15	22°12'32"	300.00'	116.28'	N79°23'36"W	115.56'
C16	24°56'42"	300.00'	130.61'	S78°01'31"E	129.58'
C17	10°30'37"	250.00'	45.86'	N04°45'27"E	45.80'
C18	24°56'42"	300.00'	130.61'	N78°01'31"W	129.58'
C19	9°23'10"	300.00'	49.15'	S85°48'17"E	49.09'
C20	22°30'27"	500.00'	196.42'	S05°53'14"W	195.16'
C21	22°57'26"	500.00'	200.34'	N06°06'43"E	199.00'
C22	18°05'17"	500.00'	157.85'	S08°32'47"W	157.19'
C23	28°10'59"	300.00'	147.57'	N76°24'22"W	146.08'
C24	13°34'30"	300.00'	71.08'	N55°31'38"W	70.91'
C25	41°45'28"	300.00'	218.64'	N69°37'07"W	213.84'
C26	12°48'01"	300.00'	67.02'	N83°06'08"E	66.88'
C27	12°34'34"	300.00'	65.85'	S82°59'24"W	65.72'
C28	28°28'51"	300.00'	149.13'	N14°57'45"W	147.60'
C29	28°42'19"	300.00'	150.30'	S14°51'01"E	148.73'
C30	17°18'51"	275.00'	83.10'	S81°50'26"E	82.79'
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C36	34°59'51"	50.00'	30.54'	S46°47'10"E	30.07'
C37	53°06'25"	50.00'	46.34'	S50°40'15"W	44.70'
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LEGEND

P.O.B.	POINT OF BEGINNING
IPF	IRON PIPE FOUND
IRFC ●	IRON ROD W/ CAP FOUND
IRFS ○	IRON ROD W/ CAP SET
B.L.	BUILDING LINE
E.E.	ELECTRIC EASEMENT
D.E.	DRAINAGE EASEMENT
P.U.E.	PUBLIC UTILITY EASEMENT
S.S.E.	SANITARY SEWER EASEMENT
W.E.	WATER LINE EASEMENT
HOA	HOME OWNER'S ASSOCIATION
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D.R.D.C.T.	DEED RECORDS OF DALLAS COUNTY, TEXAS
P.R.D.C.T.	PLAT RECORDS OF DALLAS COUNTY, TEXAS
O.P.R.D.C.T.	OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS
	STREET NAME CHANGE

LINE TYPE LEGEND

	BOUNDARY LINE
	EASEMENT LINE
	LOT LINE
	ADJOINER LINE
	BUILDING SETBACK
	ROADWAY CENTERLINE

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STEWART FARMS
BEING
345 RESIDENTIAL LOTS
22 OPEN/SPACE (HOA) LOTS
94.825 ACRES
OUT OF THE
ELIAS R. PARKS SURVEY,
ABSTRACT NO. 1131
CITY OF GLENN HEIGHTS,
DALLAS COUNTY, TEXAS

DEVELOPER:
Starlight Homes Texas LLC
1800 Valley View Lane, Suite 100
Dallas, Texas 75234
Phone: 678-781-2078
Contact : Scot Albert

OWNER:
CW-STEWART FARMS, LLC.
1800 Valley View Lane, Suite 100
Dallas, Texas 75234
Phone: 678-781-2078
Contact : Daniel Satsky

ENGINEER:
KIMLEY-HORN AND ASSOC. INC.
400 North Oklahoma Drive, Suite 105
Celina, Texas 75009
Tel. No. (469) 501-2200
Contact: Anthony Loeffel P.E.
Email: anthony.loeffel@kimley-horn.com

SURVEYOR:
KIMLEY-HORN AND ASSOC. INC.
400 North Oklahoma Drive, Suite 105
Celina, Texas 75009
Tel. No. (469) 501-2200
Contact: Daniel Arthur, R.P.L.S.
Email: daniel.arthur@kimley-horn.com

No.	DATE	REVISION DESCRIPTION
1		.

Kimley»Horn
400 North Oklahoma Dr., Suite 105
Celina, Texas 75009
FIRM # 10194503
Tel. No. (469) 501-2200
www.kimley-horn.com

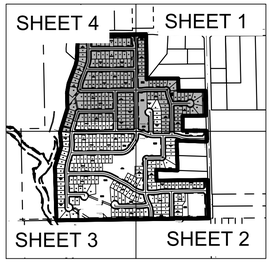
Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 80'	SPA	KHA	11/18/2024	063219419	2 OF 6

DWG NAME: K:\CEL_SURVEY\063219419-STEWART FARMS-GLENN HEIGHTS\DWG\063219419 STEWART FARMS PRELIMINARY PLAT HATCH AREA.DWG PLOTTED BY: ALLEN, STEPHEN 4/22/2026 4:20 PM LAST SAVED: 4/22/2026 2:12 PM Copyright © 2026 Kimley-Horn and Associates, Inc. All rights reserved.


PHASE 1
PHASE 2
MATCH LINE SEE SHEET 4
MATCH LINE SEE SHEET 1
MATCH LINE SEE SHEET 2
MATCH LINE SEE SHEET 3
STREET A
STREET E
STREET F
STREET G
STREET H
STREET K
STREET L
STREET M
STREET N
STREET P
BLOCK A
BLOCK F
BLOCK G
BLOCK H
BLOCK J
BLOCK K
BLOCK L
38X–HOA
29X–HOA
17X–HOA
60X–HOA
85X–HOA
SHADED ZONE "X"
ZONE AE
ZONE AE REGULATORY FLOODWAY
APPROXIMATE LOCATION OF 100 YEAR FLOODPLAIN PER FEMA FIRM MAP #48113C0620K, EFFECTIVE 07/07/2014
CALLED 24.694 ACRES
CREEK HEIGHTS LLC
INSTRUMENT NO. 202200015546
O.P.R.D.C.T.
CALLED 100.358 ACRES
KGN REALTY, LLC
INSTRUMENT NO. 202100261547
O.P.R.D.C.T.
20' WATER ESMT
15' WATER ESMT
30' S.S.E.
WATER EASEMENT VOL. 76031, PG. 59 D.R.D.C.T.
5/8" PINK TXDOT ROW MONUMENT BEARS FROM 1/2"IRF, N0°55'07"E, 21.89'
5/8" PINK TXDOT ROW MONUMENT BEARS FROM 1/2"IRF, S89°59'00"E, 27.64'
1/2" IRF
APPROXIMATE SURVEY LINE
ELIAS R. PARKS SURVEY, ABSTRACT NO. 1131
N. C. LAUGHLIN SURVEY, ABSTRACT NO. 764
S89°14'47"W 1843.48'
N89°14'47"E 1635.62'
S89°30'08"W 645.93'
S89°30'08"W 478.04'
S89°30'08"W 376.59'
S89°30'08"W 230.69'
S89°30'08"W 243.86'
S89°30'08"W 125.00'
N89°30'08"E 645.93'
N89°30'08"E 250.88'
N89°30'08"E 87.58'
N89°30'08"E 55.49'
N89°30'08"E 139.33'
N89°30'08"E 139.03'
N89°30'08"E 130.03'
N89°16'41"E 130.27'
N89°16'41"E 121.49'
S89°16'41"W 120.00'
S89°44'19"E 132.16'
S89°44'19"E 139.88'
N0°29'52"W 1320.34'
N0°29'52"W 1321.77'
N0°29'52"W 1320.98'
S0°29'52"E 1320.98'
S0°29'52"E 1321.77'
S0°29'52"E 1320.34'
N1°34'23"W 750.45'
N1°39'10"W 194.50'
N1°39'10"W 1320.34'
N1°27'50"E 2649.49'
N1°27'50"E 1320.34'
S1°30'51"E 151.82'
S1°30'51"E 138.72'
S1°30'51"E 50.01'
S1°30'51"E 50.01'
S1°30'51"E 50.01

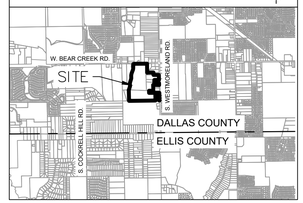


PHASE 2 - SHADED



PHASE 1 - UNSHADED

VICINITY MAP



SCALE 1" = 5,000'

NORTH

GRAPHIC SCALE IN FEET

80 0 40 80 160

1" = 80' @ 24X36

LINE TABLE			LINE TABLE		
NO.	BEARING	LENGTH	NO.	BEARING	LENGTH
L1	N79°57'23"W	17.42'	L41	S23°54'09"W	12.30'
L2	S78°55'40"W	20.16'	L42	S61°42'57"E	14.41'
L3	N00°29'52"W	25.00'	L43	S48°24'20"E	14.82'
L4	S00°29'52"E	25.00'	L44	S39°17'59"E	13.66'
L5	S89°30'08"W	25.00'	L45	S42°35'23"E	14.82'
L6	N81°06'41"W	25.12'	L46	S56°41'37"W	12.96'
L7	S44°30'08"W	35.36'	L47	S42°51'00"E	14.78'
L8	S45°29'52"E	35.36'	L48	N44°30'08"E	14.14'
L9	S37°12'27"W	12.23'	L49	S45°29'52"E	14.14'
L10	S45°29'52"E	14.14'	L50	N47°37'46"E	13.35'
L11	S45°29'52"E	14.14'	L51	S42°35'23"E	14.82'
L12	S44°30'08"W	35.36'	L52	S44°30'08"W	14.14'
L13	S45°29'52"E	35.36'	L53	S48°24'20"E	14.82'
L14	N44°30'08"E	14.14'	L54	S45°29'52"E	14.14'
L15	S29°52'23"E	12.69'	L55	N44°30'08"E	14.14'
L16	S61°04'05"W	15.25'	L56	S45°26'16"E	14.13'
L17	N44°30'08"E	14.14'	L57	S56°50'29"W	15.49'
L18	S45°29'52"E	14.14'	L58	S37°12'47"E	13.26'
L19	N44°30'08"E	14.14'	L59	S51°35'22"W	13.81'
L20	S45°29'52"E	14.14'	L60	S34°52'40"E	13.54'
L21	S45°29'52"E	14.14'	L61	N53°19'18"E	16.14'
L22	N44°30'08"E	14.14'	L62	N44°30'08"E	14.14'
L23	S47°16'52"E	14.57'	L63	S45°29'52"E	14.14'
L24	S57°56'03"E	14.96'	L64	S45°29'52"E	14.14'
L25	S37°30'03"W	14.56'	L65	N44°30'08"E	14.14'
L26	S42°51'00"E	14.78'	L66	S45°29'52"E	14.14'
L27	N44°30'08"E	14.14'	L67	N44°30'08"E	14.14'
L28	N44°33'01"E	35.07'	L68	S36°15'53"E	13.81'
L29	N45°26'59"W	18.62'	L69	S44°36'21"W	12.78'
L30	S44°30'08"W	14.14'	L70	N45°29'52"W	28.28'
L31	S45°29'52"E	14.14'	L71	N45°29'52"W	28.28'
L32	N44°30'08"E	14.14'	L72	S44°16'46"W	28.17'
L33	S44°30'08"W	14.14'	L73	S00°29'52"E	9.79'
L34	N45°29'52"W	14.14'	L74	S89°30'08"W	25.00'
L35	S47°37'46"W	13.35'	L75	S36°40'42"E	24.78'
L36	S45°29'52"E	15.35'	L76	N45°05'13"E	20.00'
L37	N41°22'31"E	13.35'	L77	S49°30'43"E	20.00'
L38	N43°49'00"E	35.07'	L78	S67°37'27"W	57.12'
L39	N44°16'41"E	14.14'	L79	S67°00'08"W	43.47'
L40	S45°43'19"E	14.14'			

CURVE TABLE					
NO.	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD
C1	14°50'06"	126.00'	32.62'	S07°54'55"E	32.53'
C2	14°50'06"	174.00'	45.05'	N07°54'55"W	44.93'
C3	35°13'55"	150.00'	92.24'	N17°07'06"E	90.79'
C4	54°46'05"	150.00'	143.38'	N62°07'06"E	137.99'
C5	12°01'24"	275.00'	57.71'	S84°29'09"E	57.60'
C6	21°14'55"	300.00'	111.26'	N10°07'36"E	110.62'
C7	10°42'26"	300.00'	56.06'	S15°23'50"W	55.98'
C8	10°32'29"	300.00'	55.19'	S85°13'37"E	55.12'
C9	8°55'29"	300.00'	46.73'	N85°02'24"E	46.68'
C10	8°55'29"	300.00'	46.73'	S85°02'24"W	46.68'
C11	24°55'01"	300.00'	130.46'	S12°57'22"E	129.44'
C12	24°55'01"	300.00'	130.46'	N12°57'22"W	129.44'
C13	10°34'29"	300.00'	55.37'	S84°12'54"W	55.29'
C14	21°42'12"	311.50'	117.99'	S79°08'26"E	117.29'
C15	22°12'32"	300.00'	116.28'	N79°23'36"W	115.56'
C16	24°56'42"	300.00'	130.61'	S78°01'31"E	129.58'
C17	10°30'37"	250.00'	45.86'	N04°45'27"E	45.80'
C18	24°56'42"	300.00'	130.61'	N78°01'31"W	129.58'
C19	9°23'10"	300.00'	49.15'	S85°48'17"E	49.09'
C20	22°30'27"	500.00'	196.42'	S05°53'14"W	195.16'
C21	22°57'26"	500.00'	200.34'	N06°06'43"E	199.00'
C22	18°05'17"	500.00'	157.85'	S08°32'47"W	157.19'
C23	28°10'59"	300.00'	147.57'	N76°24'22"W	146.08'
C24	13°34'30"	300.00'	71.08'	N55°31'38"W	70.91'
C25	41°45'28"	300.00'	218.64'	N69°37'07"W	213.84'
C26	12°48'01"	300.00'	67.02'	N83°06'08"E	66.88'
C27	12°34'34"	300.00'	65.85'	S82°59'24"W	65.72'
C28	28°28'51"	300.00'	149.13'	N14°57'45"W	147.60'
C29	28°42'19"	300.00'	150.30'	S14°51'01"E	148.73'
C30	17°18'51"	275.00'	83.10'	S81°50'26"E	82.79'
C31	20°22'15"	300.00'	106.66'	N79°19'01"E	106.10'
C32	141°41'02"	50.00'	123.64'	S44°30'08"W	94.46'
C33	40°55'32"	50.00'	35.71'	N61°11'45"W	34.96'
C34	44°19'54"	50.00'	38.69'	N11°00'36"W	37.73'
C35	135°47'39"	50.00'	118.50'	S11°08'29"E	92.65'
C36	34°59'51"	50.00'	30.54'	S46°47'10"E	30.07'
C37	53°06'25"	50.00'	46.34'	S50°40'15"W	44.70'
C38	179°51'03"	50.00'	156.95'	N78°07'04"E	100.00'
C39	49°06'38"	50.00'	42.86'	N56°43'32"E	41.56'
C40	85°24'04"	50.00'	74.53'	S02°12'45"E	67.82'
C41	180°00'00"	5.00'	15.71'	N89°30'08"E	10.00'
C42	90°00'00"	5.00'	7.85'	S44°30'08"W	7.07'

NOTES:

1. The Owner and the Developer release the City of Glenn Heights from any and all claims, damages, obligations, or liabilities by the establishment of grades, or the alteration of the surface of any portion of the existing streets and alleys, to conform the grades established in this plat.
2. All Common Area Tracts will be owned and maintained by the Homeowner's Association.
3. Said Plat shall be subject to all requirements as established by Ordinance O-08-24.
4. All corners are 5/8" iron rods set with a plastic cap stamped "KHA" unless otherwise noted.
5. According to Federal Emergency Management Agency's Flood Insurance Rate Map No. 48113C0620K, for Dallas County, Texas and incorporated areas, dated July, 07, 2014 this property is located within Zone X (unshaded) defined as "Areas determined to be outside the 0.2% annual chance floodplain". If this site is not within an identified special flood hazard area, this flood statement does not imply that the property and/or the structures thereon will be free from flooding or flood damage. On rare occasions, greater floods can and will occur and flood heights may be increased by man-made or natural causes. This flood statement shall not create liability on the part of the surveyor.
6. All bearings shown are based on grid north of the Texas State Plane Coordinate System of 1983, North Central Zone (4202), North American Datum of 1983. All dimesnsions shown are surface distances. To Obtain a grid distance, multiply the ground distance by the Project Combined Factor (PCF) of 0.999863512.

LEGEND

P.O.B.	POINT OF BEGINNING
IPF	IRON PIPE FOUND
IRFC ●	IRON ROD W/ CAP FOUND
IRFS ○	IRON ROD W/ CAP SET
B.L.	BUILDING LINE
E.E.	ELECTRIC EASEMENT
D.E.	DRAINAGE EASEMENT
P.U.E.	PUBLIC UTILITY EASEMENT
S.S.E.	SANITARY SEWER EASEMENT
W.E.	WATER LINE EASEMENT
HOA	HOME OWNER'S ASSOCIATION
R.O.W.	RIGHT-OF-WAY
D.R.D.C.T.	DEED RECORDS OF DALLAS COUNTY, TEXAS
P.R.D.C.T.	PLAT RECORDS OF DALLAS COUNTY, TEXAS
O.P.R.D.C.T.	OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS
	STREET NAME CHANGE

LINE TYPE LEGEND

	BOUNDARY LINE
	EASEMENT LINE
	LOT LINE
	ADJOINER LINE
	BUILDING SETBACK
	ROADWAY CENTERLINE

PRELIMINARY PLAT
STEWART FARMS
BEING
345 RESIDENTIAL LOTS
22 OPEN/SPACE (HOA) LOTS
94.825 ACRES
OUT OF THE
ELIAS R. PARKS SURVEY,
ABSTRACT NO. 1131
CITY OF GLENN HEIGHTS,
DALLAS COUNTY, TEXAS

DEVELOPER:
Starlight Homes Texas LLC
1800 Valley View Lane, Suite 100
Dallas, Texas 75234
Phone: 678-781-2078
Contact : Scot Albert

OWNER:
CW-STEWART FARMS, LLC.
1800 Valley View Lane, Suite 100
Dallas, Texas 75234
Phone: 678-781-2078
Contact : Daniel Satsky

ENGINEER:
KIMLEY-HORN AND ASSOC. INC.
400 North Oklahoma Drive, Suite 105
Celina, Texas 75009
Tel. No. (469) 501-2200
Contact: Anthony Loeffel P.E.
Email: anthony.loeffel@kimley-horn.com

SURVEYOR:
KIMLEY-HORN AND ASSOC. INC.
400 North Oklahoma Drive, Suite 105
Celina, Texas 75009
Tel. No. (469) 501-2200
Contact: Daniel Arthur, R.P.L.S.
Email: daniel.arthur@kimley-horn.com

No.	DATE	REVISION DESCRIPTION
1		.

Kimley»Horn
400 North Oklahoma Dr., Suite 105
Celina, Texas 75009
Tel. No. (469) 501-2200
FIRM # 10194503
www.kimley-horn.com

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 80'	SPA	KHA	11/18/2024	063219419	4 OF 6

DWG NAME: K:\CEL_SURVEY\063219419-STEWART FARMS-GLENN HEIGHTS\SURVEY\063219419 STEWART FARMS PRELIMINARY PLAT HATCH AREA.DWG PLOTTED BY: ALLEN, STEPHEN 4/22/2026 4:20 PM LAST SAVED 4/22/2026 2:12 PM Copyright © 2026 Kimley-Horn and Associates, Inc. All rights reserved.

LOT AREA TABLE			LOT AREA TABLE			LOT AREA TABLE			LOT AREA TABLE			LOT AREA TABLE			LOT AREA TABLE			LOT AREA TABLE			LOT AREA TABLE			LOT AREA TABLE			LOT AREA TABLE			LOT AREA TABLE		
BLOCK, LOT	SQ. FT.	ACRE	BLOCK, LOT	SQ. FT.	ACRE	BLOCK, LOT	SQ. FT.	ACRE	BLOCK, LOT	SQ. FT.	ACRE	BLOCK, LOT	SQ. FT.	ACRE	BLOCK, LOT	SQ. FT.	ACRE	BLOCK, LOT	SQ. FT.	ACRE	BLOCK, LOT	SQ. FT.	ACRE	BLOCK, LOT	SQ. FT.	ACRE	BLOCK, LOT	SQ. FT.	ACRE	BLOCK, LOT	SQ. FT.	ACRE
A, 2	7867	0.181	A, 39	8572	0.197	A, 75	6000	0.138	B, 8	7200	0.165	D, 11	6050	0.139	E, 23	7486	0.172	F, 17	7260	0.167	H, 7	6000	0.138	J, 24	6050	0.139	K, 28	8395	0.193	M, 2	6306	0.145
A, 3	8040	0.185	A, 40	9145	0.210	A, 76	6000	0.138	B, 9	7200	0.165	D, 12	6050	0.139	E, 24	7366	0.169	F, 18	7260	0.167	H, 8	6000	0.138	J, 25	6050	0.139	K, 29X	242511	5.567	M, 3	6659	0.153
A, 4	8212	0.189	A, 41	8278	0.190	A, 77	6000	0.138	B, 10	7200	0.165	D, 14	6050	0.139	E, 25	7916	0.182	F, 19	7260	0.167	H, 9	7150	0.164	J, 26	6050	0.139	L, 2	9647	0.221	M, 4	6996	0.161
A, 5	8384	0.192	A, 42	9064	0.208	A, 78	6000	0.138	B, 1X	13671	0.314	D, 15	6050	0.139	E, 26	14969	0.344	F, 20	7267	0.167	H, 10	7150	0.164	J, 27	6050	0.139	L, 3	8276	0.190	M, 5	9056	0.208
A, 6	9728	0.223	A, 43	8340	0.191	A, 79	6000	0.138	C, 1	9779	0.224	D, 16	6050	0.139	E, 27	11350	0.261	F, 21	14538	0.334	H, 11	6000	0.138	J, 28	6050	0.139	L, 4	8334	0.191	M, 6	6619	0.152
A, 7	8393	0.193	A, 44	8034	0.184	A, 80	6994	0.161	C, 2	7200	0.165	D, 17	6050	0.139	E, 28	14457	0.332	F, 22	11251	0.258	H, 12	6000	0.138	J, 29	6050	0.139	L, 5	8393	0.193	M, 7	6000	0.138
A, 8	7809	0.179	A, 45	7946	0.182	A, 81	6721	0.154	C, 3	7200	0.165	D, 18	6050	0.139	E, 29	11276	0.259	F, 1X	75591	1.735	H, 13	6000	0.138	J, 30	7698	0.177	L, 6	8429	0.194	M, 8	6000	0.138
A, 9	7800	0.179	A, 46	8620	0.198	A, 82	6721	0.154	C, 4	7200	0.165	D, 19	6050	0.139	E, 30	6805	0.156	G, 2	6050	0.139	H, 14	6000	0.138	J, 17X	15701	0.360	L, 7	15628	0.359	M, 10	6015	0.138
A, 10	7800	0.179	A, 47	9247	0.212	A, 83	6721	0.154	C, 5	7200	0.165	D, 20	6050	0.139	E, 31	8227	0.189	G, 3	6050	0.139	H, 15	6000	0.138	K, 1	9433	0.217	L, 8	20671	0.475	M, 11	6260	0.144
A, 11	9128	0.210	A, 48	8902	0.204	A, 84	9494	0.218	C, 6	7200	0.165	D, 21	6050	0.139	E, 32	8193	0.188	G, 4	6050	0.139	H, 16	6000	0.138	K, 2	6000	0.138	L, 9	9094	0.209	M, 12	7755	0.178
A, 12	8457	0.194	A, 49	8310	0.191	A, 86	7062	0.162	C, 7	7200	0.165	D, 22	6050	0.139	E, 33	6250	0.143	G, 5	6050	0.139	H, 17	6000	0.138	K, 3	6000	0.138	L, 10	7323	0.168	M, 9X	15950	0.366
A, 13	15533	0.357	A, 50	8243	0.189	A, 87	8468	0.194	C, 8	7200	0.165	D, 23	6050	0.139	E, 34	6251	0.144	G, 6	6050	0.139	H, 18	6000	0.138	K, 4	6000	0.138	L, 11	8041	0.185	N, 1	7750	0.178
A, 15	11388	0.261	A, 51	8175	0.188	A, 88	7797	0.179	C, 9	7200	0.165	D, 24	6050	0.139	E, 35	6261	0.144	G, 7	6050	0.139	H, 19	8673	0.199	K, 5	6000	0.138	L, 12	6275	0.144	N, 2	6000	0.138
A, 16	6003	0.138	A, 52	8108	0.186	A, 89	9890	0.227	C, 11	6050	0.139	D, 25	6050	0.139	E, 36	6274	0.144	G, 8	6050	0.139	J, 1	7761	0.178	K, 6	6000	0.138	L, 13	6319	0.145	N, 3	6000	0.138
A, 17	6000	0.138	A, 53	8040	0.185	A, 90	6281	0.144	C, 12	6050	0.139	D, 26	9483	0.218	E, 37	6287	0.144	G, 9	6050	0.139	J, 2	6050	0.139	K, 7	6000	0.138	L, 14	6364	0.146	N, 4	7975	0.183
A, 18	6000	0.138	A, 54	7972	0.183	A, 91	6000	0.138	C, 13	6050	0.139	D, 13X	9880	0.227	E, 38	6259	0.144	G, 10	6050	0.139	J, 3	6050	0.139	K, 8	6000	0.138	L, 15	6408	0.147	N, 5	6250	0.143
A, 19	6000	0.138	A, 55	7905	0.181	A, 92	6000	0.138	C, 14	6050	0.139	E, 2	6252	0.144	E, 1X	5936	0.136	G, 11	6050	0.139	J, 4	6050	0.139	K, 9	6000	0.138	L, 16	6452	0.148	N, 6	6250	0.143
A, 20	6000	0.138	A, 56	8007	0.184	A, 93	6000	0.138	C, 15	6050	0.139	E, 3	6256	0.144	E, 12X	24789	0.569	G, 13	6050	0.139	J, 5	6050	0.139	K, 10	6000	0.138	L, 17	6497	0.149	N, 7	6250	0.143
A, 21	6000	0.138	A, 57	16921	0.388	A, 94	6000	0.138	C, 16	6050	0.139	E, 4	6260	0.144	E, 39X	28095	0.645	G, 14	6050	0.139	J, 6	6050	0.139	K, 11	6000	0.138	L, 18	8443	0.194	N, 8X	26634	0.611
A, 22	6000	0.138	A, 58	14559	0.334	A, 95	6000	0.138	C, 17	6050	0.139	E, 5	6264	0.144	E, 40X	5219	0.120	G, 15	6050	0.139	J, 7	6050	0.139	K, 12	6000	0.138	L, 19	7400	0.170	N, 9X	553	0.013
A, 23	7750	0.178	A, 59	13350	0.306	A, 96	6000	0.138	C, 18	6050	0.139	E, 6	6268	0.144	F, 2	6000	0.138	G, 16	6050	0.139	J, 8	6050	0.139	K, 13	6000	0.138	L, 20	6299	0.145			
A, 24	7750	0.178	A, 61	7200	0.165	A, 97	6000	0.138	C, 19	6050	0.139	E, 7	6272	0.144	F, 3	6000	0.138	G, 17	6050	0.139	J, 9	6050	0.139	K, 14	7532	0.173	L, 21	6250	0.143			
A, 25	6000	0.138	A, 62	9913	0.228	A, 98	6336	0.145	C, 20	6050	0.139	E, 8	6276	0.144	F, 4	6000	0.138	G, 18	6050	0.139	J, 10	6050	0.139	K, 15	12380	0.284	L, 22	6250	0.143			
A, 26	6000	0.138	A, 63	15183	0.349	A, 99	9383	0.215	C, 21	8998	0.207	E, 9	6279	0.144	F, 5	6000	0.138	G, 19	6050	0.139	J, 11	6050	0.139	K, 16	7236	0.166	L, 23	6250	0.143			
A, 27	6000	0.138	A, 64	10401	0.239	A, 1X	2687	0.062	C, 10X	9839	0.226	E, 10	6283	0.144	F, 6	8835	0.203	G, 20	6050	0.139	J, 12	6050	0.139	K, 17	6316	0.145	L, 24	6250	0.143			
A, 28	6000	0.138	A, 65	7200	0.165	A, 14X	13417	0.308	D, 1	10789	0.248	E, 11	6287	0.144	F, 7	8340	0.191	G, 21	6050	0.139	J, 13	6050	0.139	K, 18	6027	0.138	L, 25	6250	0.143			
A, 29	6000	0.138	A, 66	7200	0.165	A, 38X	2112	0.048	D, 2	6050	0.139	E, 13	6274	0.144	F, 8	6808	0.156	G, 22	6050	0.139	J, 14	6050	0.139	K, 19	6000	0.138	L, 26	6250	0.143			
A, 30	6000	0.138	A, 67	8950	0.205	A, 60X	235438	5.405	D, 3	6050	0.139	E, 14	6271	0.144	F, 9	6264	0.144	G, 1X	3530	0.081	J, 15	6050	0.139	K, 20	6005	0.138	L, 27	6250	0.143			
A, 31	6000	0.138	A, 68	7750	0.178	A, 85X	15469	0.355	D, 4	6050	0.139	E, 15	6268	0.144	F, 10	6050	0.139	G, 12X	3530	0.081	J, 16	6050	0.139	K, 21	6000	0.138	L, 28	6250	0.143			
A, 32	10407	0.239	A, 69	6000	0.138	B, 2	7200	0.165	D, 5	6050	0.139	E, 16	6265	0.144	F, 11	6050	0.139	H, 1	10189	0.234	J, 18	6050	0.139	K, 22	6000	0.138	L, 29	6250	0.143			
A, 33	15929	0.366	A, 70	6000	0.138	B, 3	7200	0.165	D, 6	6050	0.139	E, 17	6892	0.158	F, 12	6050	0.139	H, 2	6000	0.138	J, 19	6050	0.139	K, 23	6000	0.138	L, 30	6250	0.143			
A, 34	7768	0.178	A, 71	6000	0.138	B, 4	7200	0.165	D, 7	6050	0.139	E, 18	13550	0.311	F, 13	6050	0.139	H, 3	6000	0.138	J, 20	6050	0.139	K, 24	6000	0.138	L, 31	6275	0.144			
A, 35	7716	0.177	A, 72	6000	0.138	B, 5	7200	0.165	D, 8	6050	0.139	E, 19	11048	0.254	F, 14	6050	0.139	H, 4	6000	0.138	J, 21	6050	0.139	K, 25	6000	0.138	L, 1X	5274	0.121			
A, 36	7716	0.177	A, 73	6000	0.138	B, 6	7200	0.165	D, 9	6050	0.139	E, 21	7275	0.167	F, 15	7815	0.179	H, 5	6000	0.138	J, 22	6050	0.139	K, 26	6000	0.138	L, 32X	2687	0.062			
A, 37	7991	0.183	A, 74	6000	0.138	B, 7	7200	0.165	D, 10	6050	0.139	E, 22	7470	0.171	F, 16	9070	0.208	H, 6	6000	0.138	J, 23	6050	0.139	K, 27	6000	0.138	M, 1	10038	0.230			

PRELIMINARY PLAT
STEWART FARMS
BEING
345 RESIDENTIAL LOTS
22 OPEN/SPACE (HOA) LOTS
94.825 ACRES
OUT OF THE
ELIAS R. PARKS SURVEY,
ABSTRACT NO. 1131
CITY OF GLENN HEIGHTS,
DALLAS COUNTY, TEXAS

DEVELOPER:
Starlight Homes Texas LLC
1800 Valley View Lane, Suite 100
Dallas, Texas 75234
Phone: 678-781-2078
Contact : Scot Albert

OWNER:
CW-STEWART FARMS, LLC.
1800 Valley View Lane, Suite 100
Dallas, Texas 75234
Phone: 678-781-2078
Contact : Daniel Satsky

ENGINEER:
KIMLEY-HORN AND ASSOC. INC.
400 North Oklahoma Drive, Suite 105
Celina, Texas 75009
Tel. No. (469) 501-2200
Contact: Anthony Loeffel P.E.
Email: anthony.loeffel@kimley-horn.com

SURVEYOR:
KIMLEY-HORN AND ASSOC. INC.
400 North Oklahoma Drive, Suite 105
Celina, Texas 75009
Tel. No. (469) 501-2200
Contact: Daniel Arthur, R.P.L.S.
Email: daniel.arthur@kimley-horn.com

No.	DATE	REVISION DESCRIPTION
1		.

Kimley»Horn
400 North Oklahoma Dr., Suite 105
Celina, Texas 75009
FIRM # 10194503
Tel. No. (469) 501-2200
www.kimley-horn.com

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
N/A	SPA	KHA	11/18/2024	063219419	5 OF 6

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4/22/2025 2:12 PM Copyright © 2025 K
DWG NAME: K:\CEL_SURVEY\063219419-STEWART FARMS-GLENN HEIGHTS\DWG\063219419 STEWART FARMS PRELIMINARY PLAT HATCH AREA.DWG PLOTTED BY: ALLEN, STEPHEN 4/22/2025 4:20 PM LAST SAVED

PROPERTY DESCRIPTION
94.825 ACRES

BEING a tract of land situated in the Elias R. Parks Survey, Abstract No. 1131, City of Glenn Heights, Dallas County, Texas and being all of those tracts described as a called 45.652-acre Tract 1, 32.148-acre Tract 2, 6.89-acre Tract 3, 12.00-acre Tract 4, and 1.977-acre Tract 5 conveyed to S5 Investment Holdings LLC Series B, according to the document filed of record in Instrument No. 202300191563 Official Records, Dallas County, Texas (O.R.D.C.T.), and the residue of a called 3.74-acre tract of land conveyed to S5 Investment Holdings LLC Series B, according to the document filed of record in Instrument No. 202400115299 O.R.D.C.T., and being more particularly described as follows:

BEGINNING at a 1/2-inch iron rod set capped (stamped "KHA") for the northeast corner of said 45.652-acre tract, same being the northwest corner of that tract of land conveyed to Nekaya Duffey, according to the document filed of record in Instrument No. 202000356715 Official Public Records, Dallas County, Texas (O.P.R.D.C.T.), in the south right of way line of South Bear Creek Road a variable width right-of-way;

THENCE South 00°35'13" East, leaving said south line, with the east line of said 45.652-acre tract, same being common with the west line of said Duffey tract, a distance of 627.03 feet to a 1/2-inch iron rod set capped (stamped "KHA"), same being a westerly line of the above-mentioned 1.977-acre tract, for the south corner of said Duffey tract;

THENCE North 38°26'45" East, with said westerly line, a distance of 13.67 feet to a 5/8-inch iron rod found disturbed for the northwest corner of said 1.977-acre tract, same being the southwest corner of a called 3.337-acre tract of land conveyed to Amos Taylor, Jr. and Patsy Taylor, according to the document filed of record in Instrument No. 201300265865 (O.P.R.D.C.T.);

THENCE North 89°34'28" East, with the north line of said 1.977-acre tract, same being common with the south line of said 3.337-acre tract, a distance of 432.92 feet to a 1/2-inch iron rod set capped (stamped "KHA") for the northeast corner of said 1.977-acre tract, same being the northwest corner of a called 1.5-acre tract of land conveyed to Amos Taylor, Jr. and Patsy Ruth Taylor, according to the document filed of record in Volume 91211, Page 747 (D.R.D.C.T.), from which a 1-inch iron pipe found for reference bears, North 11°26'50" East, a distance of 1.29 feet;

THENCE South 01°17'15" East, with the east line of said 1.977-acre tract, same being common with the west line of said 1.5-acre tract, a distance of 173.99 feet to a 1/2-inch iron rod found in the north line of the above-mentioned 6.89-acre tract, for the southeast corner of said 1.977-acre tract, same being the southwest corner of said 1.5-acre tract;

THENCE North 89°31'19" East, with said north line, same being common with the south line of said 1.5-acre tract, a distance of 375.23 feet to a 3/8-inch iron rod found for the northeast corner of said 6.89-acre tract, in the west right of way line of South Westmoreland Road a variable width right-of-way;

THENCE South 01°20'54" East, with the east line of said 6.89-acre tract, same being common with said west right-of-way line, a distance of 347.73 feet to a 5/8-inch iron rod with plastic cap stamped "TXRCS" found for the southeast corner of said 6.89-acre tract, same being the northeast corner of a called 1.581-acre tract of land conveyed to Alejandro C. Arroyo and Shannon L. Arroyo, according to the document filed of record in Instrument No. 202100270599 (O.P.R.D.C.T.);

THENCE South 89°12'48" West, with the south line of said 6.89-acre tract, same being common with the north line of said 1.581-acre tract, a distance of 327.05 feet to a 5/8-inch iron rod with plastic cap stamped "TXRCS" found in the north line of the above-mentioned 3.74-acre tract, same being the northwest corner of said 1.581-acre tract;

THENCE South 00°47'46" East, with the west line of said 1.581-acre tract, a distance of 207.47 feet to a 5/8-inch iron rod with plastic cap stamped "TXRCS" found for the southwest corner of said 1.581-acre tract;

THENCE South 89°59'32" East, with the south line of said 1.581-acre tract, a distance of 329.64 feet to a 5/8-inch iron rod with plastic cap stamped "TXRCS" found for the southeast corner of said 1.581-acre tract;

THENCE South 00°54'27" East, with the east line of said 12.00-acre tract, same being common with said west right of way line, a distance of 151.36 feet to a 3/8-inch pipe found for the northeast corner of that tract of land conveyed to James C. Howard and Sabrina Evans, according to the document filed of record in Instrument No. 201000196586, (O.P.R.D.C.T.);

THENCE North 88°09'17" West, with the north line of said James C. Howard tract, a distance of 417.44 feet to a 1/2-inch iron rod set capped (stamped "KHA") for the northwest corner of said James C. Howard tract;

THENCE South 01°50'12" East, with the west line of said James C. Howard tract, and west line of a called 1.99-acre tract of land conveyed to Gayle Russell and wife Irene Russell, according to the document filed of record in Volume 99117, Page 5729, (D.R.D.C.T.), passing a 1/2-inch iron rod found for the southwest corner of said James C. Howard tract at a distance of 208.80 feet continuing for a total distance of 417.44 feet to a point for corner for the southwest corner of said 1.99-acre tract, in the north line of a called 2.227-acre tract of land conveyed to Cameron Joseph Zimny and Emily Dean Zimny, according to the document filed of record in Instrument No. 201900053035 (O.P.R.D.C.T.);

THENCE North 88°08'49" West, with the south line of the above-mentioned 12.00-acre tract, same being common with the north line of called 2.227-acre tract, a distance of 299.22 feet to a 1/2-inch iron rod found in said south line, for the northernmost northeast corner of said 32.148-acre tract, for the northwest corner of said 2.227-acre tract;

THENCE South 01°30'51" East, with the westernmost east line of said 32.148-acre tract, same being common with the west line of said 2.227-acre tract, a distance of 151.82 feet to a 1/2-inch iron rod found for an interior "ell" corner of said 32.148-acre tract, for the southwest corner of said 2.227-acre tract;

THENCE North 89°16'41" East, with a north line in said 32.148-acre tract, same being common with the south line of said 2.227-acre tract, a distance of 715.97 feet to a 3-inch iron pipe found for the eastern most northeast corner of said 32.148-acre tract, for the southeast corner of said 2.227-acre tract, in the west line of South Westmoreland Drive;

THENCE South 01°38'40" East, with the east line of said 32.148-acre tract, same being common with said west right of way line, a distance of 536.31 feet to a 1/2-inch iron rod found for the southeast corner of said 32.148-acre tract, in the north line of a called 100.358-acre tract of land conveyed to KGN Realty, LLC., according to the document filed of record in Instrument No. 202100261547 (O.P.R.D.C.T.);

THENCE South 89°14'47" West, with the south line of said 32.148-acre tract, same being common with the north line of said 100.358-acre tract, a distance of 36.28 feet;

THENCE over and across said 32.148-acre tract of land the following bearings and distances:

North 01°38'40" West, a distance of 336.31 feet to a point for corner;

North 46°11'00" West, a distance of 35.64 feet to a point for corner;

South 89°16'41" West, a distance of 225.03 feet to a point for corner;

South 01°37'14" East, a distance of 361.45 feet to a point for corner in the south line of said 32.148-acre tract, same being common with the north line of said 100.358-acre tract;

THENCE South 89°14'47" West, with said common line, a distance of 1,843.48 feet to a 1/2-inch iron rod found for the southwest corner of said 32.148-acre tract, same being the southeast corner of a called 24.694-acre tract of land conveyed to Creek Heights LLC., according to the document filed of record in Instrument No. 202200015546 (O.P.R.D.C.T.), from which a 5/8-inch pink TxDOT ROW Monument bears North 0°55'07" East, a distance of 21.89 feet and a second 5/8" pink TxDOT ROW Monument bears South 89°59'0" East, a distance of 27.64 feet;

THENCE North 01°34'23" West, with the west line of said 32.148-acre , same being common with the east line of said 24.694-acre tract, a distance of 750.45 feet to a 3/8-inch iron rod found for the northwest corner of said 32.148-acre tract, same being the southwest corner of the above-mentioned 45.652-acre tract;

THENCE with the west line of said 45.652-acre tract, same being common with the east line of said 24.694-acre tract the following bearings and distances:

North 17°35'26" East, a distance of 300.34 feet to a 3/8-inch iron rod found for corner;

North 05°39'10" West, a distance of 194.50 feet to a 3/8-inch iron rod found for corner;

North 17°08'27" East, a distance of 349.49 feet to a 3/8-inch iron rod found for corner;

North 01°27'27" West, a distance of 217.50 feet to a 1/2-inch iron rod set capped (stamped "KHA") for corner;

North 09°56'35" East, a distance of 132.54 feet to a 3/8-inch iron rod found for corner;

North 20°45'03" East, a distance of 272.85 feet to a 3/8-inch iron rod found for corner;

North 13°13'30" East, a distance of 80.25 feet to a 1/2-inch iron rod with cap stamped "Precise Land Surveying" found, for the southeast corner of a called 1.01-acre tract of land conveyed to Tonia Holloway, according to the document filed of record in Instrument No. 200900253645 (O.P.R.D.C.T.), from which a 1-inch iron pipe found bears North 37°59'55" East, a distance of 0.73 feet;

THENCE North 02°14'39" East, with the east line of said 1.01-acre tract, a distance of 334.03 feet to a point for corner in the north line of said 45.652-acre tract, same being the northeast corner of said 1.01-acre tract, in the south line of said West Bear Creek Road, from which a 1/2-inch iron rod with cap stamped "Precise Land Surveying" found for reference bears, South 2°14'39" East, a distance of 0.73 feet;

THENCE North 81°20'38" East, with the north line of said 45.652-acre tract, same being common with the south line of said West Bear Creek Road, a distance of 59.83 feet to a 1/2-inch iron rod set capped (stamped "KHA") for corner;

THENCE North 89°30'08" East, continuing with said common line, a distance of 895.72 feet to the **POINT OF BEGINNING** and containing 4,130,574 square feet or 94.825 acres of land.

OWNER'S DEDICATION

NOW THEREFOR KNOW ALL MEN BY THESE PRESENTS:

THAT **STARLIGHT HOMES TEXAS, LLC., CW-STEWART FAMRS, LLC.,** does hereby adopt this plat designating the hereon above described property as **STEWART FARMS** an addition to the City of Glenn Heights, Texas, and does hereby dedicate to the City of Glenn Heights, in fee simple, forever the streets, alleys and all other rights-of-way shown thereon. The easements shown thereon are hereby dedicated and reserved for the purposes as indicated. The utility easements shall be open to the public and private utilities for each particular use. The maintenance of paving on the utility easements is the responsibility of the property owner. No buildings or other improvements or growths, except fences, vegetation, driveways, and sidewalks less than 6 feet in width shall be constructed or placed upon, over or across the easements as shown except as permitted by City Ordinances. No improvements which may obstruct the flow of water may be constructed or placed in drainage easements. Any public utility shall have the right to remove and keep removed all or parts of the encroachments allowed above which in any way endanger or interfere with the construction, maintenance or efficiency of its respective system on the easements, and all public utilities shall at all times have the full right of ingress and egress to or from and upon the said easements for the purpose of constructing, reconstructing, inspecting, patrolling, maintenance and adding to or removing all or parts of its respective systems without the necessity at any time of procuring the permission of anyone. Any public utility shall have the right of ingress and egress to private property for the purpose of reading meters and any maintenance and service required or ordinarily performed by that utility.

This plat approved subject to all platting ordinances, rules, regulations and resolutions of the City of Glenn Heights, Texas

This plat does not alter or remove existing deed restrictions or covenants, if any on this property.
EXECUTED THIS _____ day of _____, 20___.

CW-STEWART FARMS, LLC., a Texas limited liability company

By: _____

Name: _____

Title: _____

STATE OF TEXAS)(
COUNTY OF TARRANT)(

Before me, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared _____ 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 considerations therein expressed.

Given under my hand and seal of office, this _____ day of _____, 20___.

_____
Notary Public in and for the State of Texas

_____
My Board Expires On:

Starlight Homes Texas, LLC., a Texas limited liability company

By: _____

Name: _____

Title: _____

STATE OF TEXAS)(
COUNTY OF TARRANT)(

Before me, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared _____ 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 considerations therein expressed.

Given under my hand and seal of office, this _____ day of _____, 20___.

_____
Notary Public in and for the State of Texas

_____
My Board Expires On:

NOTES:

1. The Owner and the Developer release the City of Glenn Heights from any and all claims, damages, obligations, or liabilities by the establishment of grades, or the alteration of the surface of any portion of the existing streets and alleys, to conform the grades established in this plat.
2. All Common Area Tracts will be owned and maintained by the Homeowner's Association.
3. Said Plat shall be subject to all requirements as established by Ordinance O-08-24.
4. All corners are 5/8" iron rods set with a plastic cap stamped "KHA" unless otherwise noted.
5. According to Federal Emergency Management Agency's Flood Insurance Rate Map No. 48113C0620K, for Dallas County, Texas and incorporated areas, dated July, 07, 2014 this property is located within Zone X (unshaded) defined as "Areas determined to be outside the 0.2% annual chance floodplain". If this site is not within an identified special flood hazard area, this flood statement does not imply that the property and/or the structures thereon will be free from flooding or flood damage. On rare occasions, greater floods can and will occur and flood heights may be increased by man-made or natural causes. This flood statement shall not create liability on the part of the surveyor.
6. All bearings shown are based on grid north of the Texas State Plane Coordinate System of 1983, North Central Zone (4202), North American Datum of 1983. All dimesnsions shown are surface distances. To Obtain a grid distance, multiply the ground distance by the Project Combined Factor (PCF) of 0.999863512.

KNOW ALL MEN BY THESE PRESENTS:

I, Daniel Arthur, a Registered Professional Land Surveyor in the State of Texas, do hereby certify that I have prepared this plat from an actual on the ground survey of the land, and that the corner monuments shown thereon were properly placed under my personal supervision in accordance with Platting Rules and Regulations of the City Planning Commission of the City of Glenn Heights, Dallas County, Texas.

_____
Daniel Arthur
Registered Professional Land Surveyor
Texas Registration No.5933
Kimley-Horn and Associates, INC.
400 North Oklahoma Drive, Suite 105
Celina, TX 75009
(469) 501-2172
daniel.arthur@kimley-horn.com

PRELIMINARY
THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE AND SHALL NOT BE USED OR VIEWED OR RELIED UPON AS A FINAL SURVEY DOCUMENT

STATE OF TEXAS §

COUNTY OF COLLIN §

BEFORE ME, the undersigned, a Notary Public in and for The State of Texas, on this day personally appeared Daniel Arthur, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and considerations therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the _____ day of

_____, 202___.

_____
Notary Public, State of Texas

APPROVED FOR PREPARATION OF FINAL PLAT

_____	_____	_____	_____
CHAIRMAN, PLANNING AND ZONING COMMISSION	DATE	MAYOR	DATE
_____	_____	_____	_____
SECRETARY, PLANNING AND ZONING COMMISSION	DATE	MAYOR	DATE

STATE OF TEXAS)(
COUNTY OF TARRANT)(

Before me, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared _____ 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 considerations therein expressed.

Given under my hand and seal of office, this _____ day of _____, 20___.

_____
Notary Public in and for the State of Texas

_____
My Board Expires On:

PRELIMINARY PLAT
STEWART FARMS
BEING
345 RESIDENTIAL LOTS
22 OPEN/SPACE (HOA) LOTS
94.825 ACRES
OUT OF THE
ELIAS R. PARKS SURVEY,
ABSTRACT NO. 1131
CITY OF GLENN HEIGHTS,
DALLAS COUNTY, TEXAS

DEVELOPER:
Starlight Homes Texas LLC
1800 Valley View Lane, Suite 100
Dallas, Texas 75234
Phone: 678-781-2078
Contact : Scot Albert

OWNER:
CW-STEWART FARMS, LLC.
1800 Valley View Lane, Suite 100
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KIMLEY-HORN AND ASSOC. INC.
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Celina, Texas 75009
Tel. No. (469) 501-2200
Contact: Daniel Arthur, R.P.L.S.
Email: daniel.arthur@kimley-horn.com

No.	DATE	REVISION DESCRIPTION
1		.

Kimley»Horn
400 North Oklahoma Dr., Suite 105 Celina, Texas 75009 FIRM # 10194503
Tel. No. (469) 501-2200 www.kimley-horn.com

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 80'	SPA	KHA	11/18/2024	063219419	6 OF 6

4/22/2026 2:12 PM Copyright © 2026 Kimley-Horn and Associates, Inc. All rights reserved.

DWG NAME: K:\CEL_SURVEY\063219419-STEWART FARMS-GLENN HEIGHTS\DWG\063219419 STEWART FARMS PRELIMINARY PLAT HATCH AREA.DWG PLOTTED BY ALLEN, STEPHEN 4/22/2026 4:20 PM LAST SAVED 4/22/2026 2:12 PM

GRAPHIC SCALE IN FEET
0 75 150 300
1"=150' @ 22x34

15' LANDSCAPE BUFFER
35' R.O.W. DEDICATION
W BEAR CREEK RD
W BEAR CREEK RD
S WESTMORELAND RD
35' R.O.W. DEDICATION
15' LANDSCAPE BUFFER
35' R.O.W. DEDICATION
PHASE 2
PHASE 1
POCKET PARK
PLAYGROUND COVERED STRUCTURE
6' SIDEWALK
S WESTMORELAND RD
35' R.O.W. DEDICATION
6' SIDEWALK
100-YR FLOOD PLAIN
30' SSWR EASEMENT
2.0 AC MINIMUM COMMERCIAL CENTER
POTENTIAL LOOP 9 R.O.W. DEDICATION

CONCEPT PLAN

Stewart Farms

Dallas County, Texas
May, 2024

Land Use Acreage Summary

Perimeter Thoroughfares Rights of Way	1.6
Perimeter Thoroughfare Landscape Buffer	0.4
Commercial Center	2.0
Detention / Open Space	15.7
Residential Lots / Residential Rights of Way	77.2
Total	**96.9**

Open Space Acreage Summary

Detention / Open Space	15.7
Area (Net of Perimeter ROW)	93.3
Total Percent Open Space	**16.8%**

Phase 1 Lot Type Summary

50' x 120'	144	81.01%
50' Non-Standard	1	
60' x 120'	34	18.99%
60' Non-Standard	0	
Total	**179**	**100.00%**

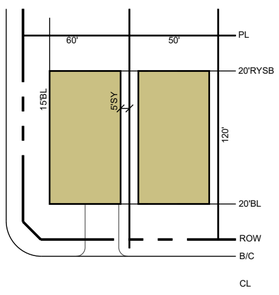
Phase 2 Lot Type Summary

50' x 120'	129	77.98%
50' Non-Standard	2	
60' x 120'	35	22.02%
60' Non-Standard	2	
Total	**168**	**100.00%**

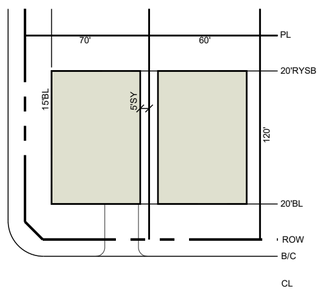
Overall Lot Type Summary

50' x 120'	273	79.54%
50' Non-Standard	3	
60' x 120'	69	20.46%
60' Non-Standard	2	
Total	**347**	**100.00%**

Density Summary (Units per Acre)	
Gross	3.5



STANDARD 50'x120' LOT



STANDARD 60'x120' LOT

Kimley»Horn
400 N. Oklahoma Dr.
Suite 105
Celina, Texas 75009
469-501-2200
State of Texas Registration No. F-928

NOTE: THIS PLAN IS CONCEPTUAL IN NATURE AND HAS BEEN PRODUCED WITHOUT THE BENEFIT OF A SURVEY OR CONTACT WITH THE CITY, COUNTY, ETC.

DWG NAME K:\CEL_CIVIL\SINGLE FAMILY PURSUITS_2023\2023033 - AW GLENN HEIGHTS\CAD\EXHIBITS\PLANSHEETS\CONCEPT PLAN 20240116_RECOVER.DWG
LAST SAVED 5/3/2024 1:34 PM

AGENDA SUMMARY SHEET
May 5, 2026

CONSENT AGENDA, ITEM 4

Discussion and take action to approve Final Plat Case FP-001-26: Stewart Farms Phase 1, Final Plat Request by Kimley-Horn on behalf of CW-Stewart Farms, LLC, an addition to the City of Glenn Heights, Texas, being 54.71 acres, situated in the Elias R. Parks Survey, Abstract No. 1131, Glenn Heights, Dallas County, Texas. (Bester Munyaradzi, Director of Planning and Development Services)

Motion	
Second	
For	Brown, Bruton, Mosley, Allen, Hobbs, Lightfoot, Washington
Against	Brown, Bruton, Mosley, Allen, Hobbs, Lightfoot, Washington
Abstain	
Approve/ Deny/ Table	

CITY OF GLENN HEIGHTS
CITY COUNCIL REPORT

Date: May 5, 2026

SUBJECT

Discussion and take action to approve Final Plat Case FP-001-26: Stewart Farms Phase 1, Final Plat Request by Kimley-Horn on behalf of CW-Stewart Farms, LLC, an addition to the City of Glenn Heights, Texas, being 54.71 acres, situated in the Elias R. Parks Survey, Abstract No. 1131, Glenn Heights, Dallas County, Texas.

DISCUSSION / BACKGROUND

A. Location and Size:
The proposed Stewart Farms Phase 1 subdivision is generally located on the south side of W. Bear Creek Road and the west side of S. Westmoreland Road. The property is approximately 54.71 acres in size.

B. Current Zoning:
The subject property is currently zoned Planned Development-24 (PD-24), with Single Family-3 (SF-3) as the base zoning.

C. Adjacent Properties:

North: Planned Development-24 / Single Family-3 (SF-3) – vacant

South: Single Family-1 (SF-1) – vacant and single-family homes

East: Single Family-2 (SF-2) – vacant and single-family homes

West: Single Family-1 (SF-1) – vacant and single-family homes

D. Case History:
The zoning change from Single Family-1 (SF-1) to Planned Development-24 (PD-24), with Single Family-3 (SF-3) as the base zoning for Stewart Farms, was approved by the City Council in August 2024.

E. Operational Considerations:
   This request is for approval of a final plat creating 180 single-family residential lots, 10 Homeowners Association (HOA) tracts, and the associated rights-of-way. The subject property is accessed from Westmoreland Road, with additional stub-outs serving the southern portion of the site.

F. All required public infrastructure has been installed by the developer and accepted by the City. This final plat is in compliance with the approved Preliminary Plat and the City's subdivision regulations.

Operational Considerations:

This request is for approval of a Final Plat creating 180 single-family residential lots, 10 Homeowners Association (HOA) tracts, and the associated rights-of-way. The subject property is accessed from Westmoreland Road, with additional stub-outs serving the southern portion of the site.

All required public infrastructure has been installed by the developer and accepted by the City. This final plat is in compliance with the preliminary plat and the subdivision regulations.

PRIOR COUNCIL OR BOARD ACTION

At the April 27, 2026, Meeting, the Planning and Zoning Commission recommended approval of the Stewart Farms Phase 1 Final Plat.

PUBLIC CONTACT

The item is being considered at a Regular Meeting of the City Council noticed in accordance with the Texas Open Meeting Act.

FINANCIAL IMPACT

Not applicable.

RECOMMENDATION / ALTERNATIVES

Staff recommends that City Council approve the Stewart Farms Phase 1 Final Plat.

ATTACHMENTS

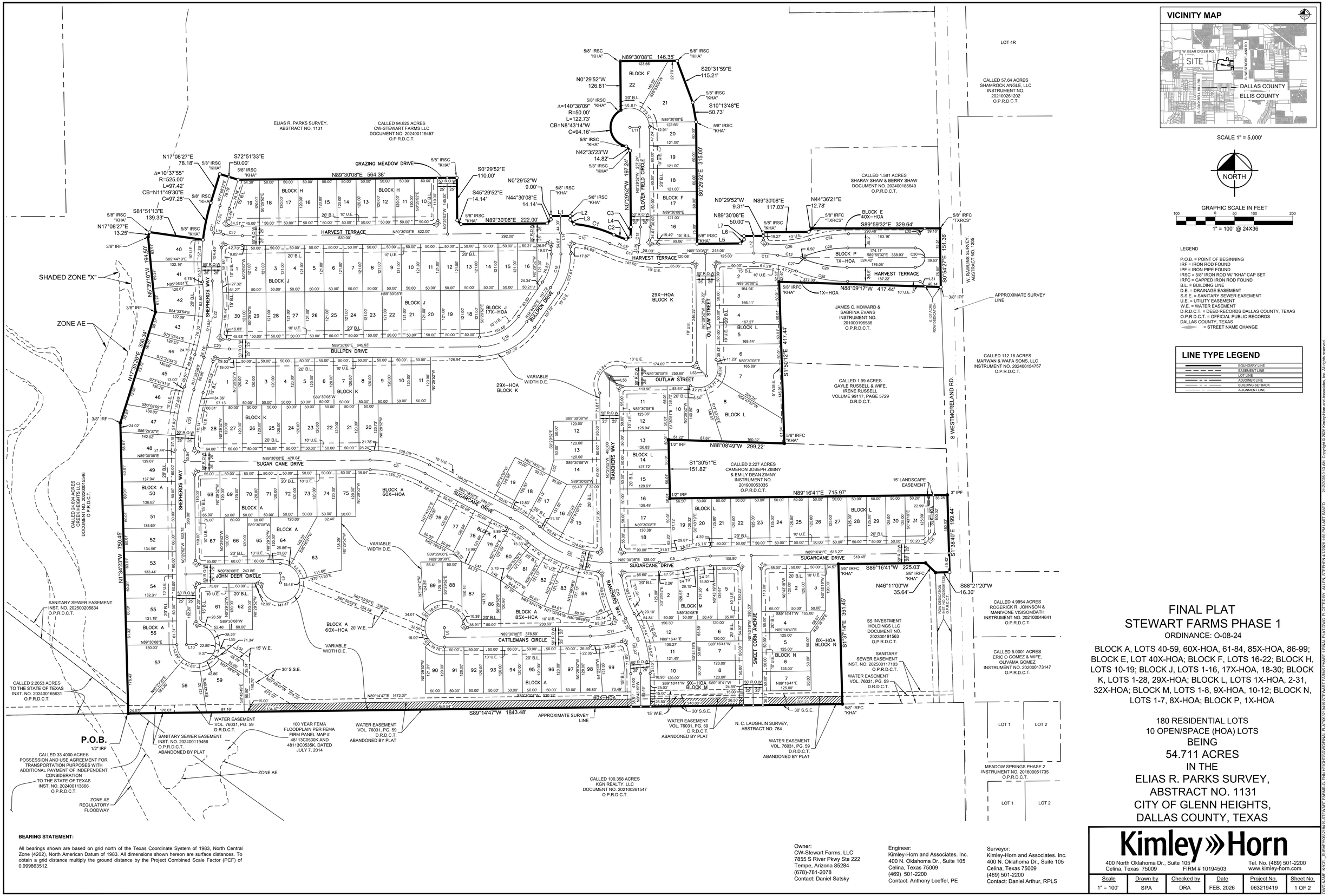
1. Final Plat

PREPARED BY

Bester Munyaradzi, Director of Planning and Development Services

REVIEWED BY

Brandi Brown, City Secretary



FINAL PLAT
STEWART FARMS PHASE 1

ORDINANCE: O-08-24

BLOCK A, LOTS 40-59, 60X-HOA, 61-84, 85X-HOA, 86-99; BLOCK E, LOT 40X-HOA; BLOCK F, LOTS 16-22; BLOCK H, LOTS 10-19; BLOCK J, LOTS 1-16, 17X-HOA, 18-30; BLOCK K, LOTS 1-28, 29X-HOA; BLOCK L, LOTS 1X-HOA, 2-31, 32X-HOA; BLOCK M, LOTS 1-8, 9X-HOA, 10-12; BLOCK N, LOTS 1-7, 8X-HOA; BLOCK P, 1X-HOA

180 RESIDENTIAL LOTS
10 OPEN/SPACE (HOA) LOTS
BEING
54.711 ACRES
IN THE
ELIAS R. PARKS SURVEY, ABSTRACT NO. 1131
CITY OF GLENN HEIGHTS, DALLAS COUNTY, TEXAS

BEARING STATEMENT:

All bearings shown are based on grid north of the Texas Coordinate System of 1983, North Central Zone (4202), North American Datum of 1983. All dimensions shown hereon are surface distances. To obtain a grid distance multiply the ground distance by the Project Combined Scale Factor (PCF) of 0.999863512.

Owner:
CW-Stewart Farms, LLC
7855 S River Pkwy Ste 222
Tempe, Arizona 85284
(678)-781-2078
Contact: Daniel Satsky

Engineer:
Kimley-Horn and Associates. Inc.
400 N. Oklahoma Dr., Suite 105
Celina, Texas 75009
(469) 501-2200
Contact: Anthony Loeffel, PE

Surveyor:
Kimley-Horn and Associates. Inc.
400 N. Oklahoma Dr., Suite 105
Celina, Texas 75009
(469) 501-2200
Contact: Daniel Arthur, RPLS

Kimley»Horn
400 North Oklahoma Dr., Suite 105
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Tel. No. (469) 501-2200
FIRM # 10194503
www.kimley-horn.com

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 100'	SPA	DRA	FEB. 2026	063219419	1 OF 2

DWG NAME: K:\CEL_SURVEY\063219419-STEWART FARMS-GLENN HEIGHTS\DWG\FINAL PLAT\063219419 STEWART FARMS PHASE 1 FINAL PLAT.DWG PLOTTED BY: ALLEN, STEPHEN 4/7/2026 1:55 PM LAST SAVED: 2/12/2026 9:13 AM Copyright © 2026 Kimley-Horn and Associates, Inc. All rights reserved.

STEWART FARMS PHASE 1 DESCRIPTION

54.711 - ACRES

BEING a tract of land situated in the Elias R. Parks Survey, Abstract No. 1131, City of Glenn Heights, Dallas County, Texas and being a portion of a called 94.825-acre tract of land conveyed to CW-Stewart Farms LLC., according to the document filed of record in Document No. 202400119457 Official Records, Dallas County, Texas (O.R.D.C.T.), and being more particularly described as follows:

BEGINNING at a 1/2-inch iron rod found for the southwest corner of said 94.825-acre tract, same being the southeast corner of a called 24.694-acre tract of land conveyed to Creek Heights LLC, according to the document filed of record in Document No. 202200015546 O.R.D.C.T., in the north line of a called 100.358-acre tract of land conveyed to KGN Realty, LLC., according to the document filed of record in Document No. 202100261547 O.R.D.C.T., in the north line of a called 33.4000-acre tract of land to the State of Texas, according to the document filed of record in Instrument No. 2024001113666 Official Public Records, Dallas County, Texas (O.P.R.C.C.T.);

THENCE with the west line of said 94.825-acre tract, same being common with the east line of said 24.694-acre tract the following bearings and distances:

North 01°34'23" West, a distance of 750.45 feet to a 3/8-inch iron rod found for corner;

North 17°35'26" East, a distance of 300.34 feet to a 3/8-inch iron rod found for corner;

North 05°39'10" West, a distance of 194.50 feet to a 3/8-inch iron rod found for corner;

North 17°08'27" East, a distance of 13.25 feet to a 5/8-inch iron rod set with cap stamped "KHA" for corner;

THENCE over and across said 94.825-acre tract the following bearings and distances:

South 81°51'13" East, a distance of 139.33 feet to a 5/8-inch iron rod set with cap stamped "KHA" for corner at the beginning of a curve having a radius of 525.00 feet, a central angle of 10°37'55", and a chord bearing and distance of North 11°49'30" East , 97.28 feet;

With said curve, an arc distance of 97.42 feet to a 5/8-inch iron rod set with cap stamped "KHA" for corner;

North 17°08'27" East, a distance of 78.18 feet to a 5/8-inch iron rod set with cap stamped "KHA" for corner;

South 72°51'33" East, a distance of 50.00 feet to a 5/8-inch iron rod set with cap stamped "KHA" for corner;

North 89°30'08" East, a distance of 564.38 feet to a 5/8-inch iron rod set with cap stamped "KHA" for corner;

South 00°29'52" East, a distance of 110.00 feet to a 5/8-inch iron rod set with cap stamped "KHA" for corner;

South 45°29'52" East, a distance of 14.14 feet to a 5/8-inch iron rod set with cap stamped "KHA" for corner;

North 89°30'08" East, a distance of 222.00 feet to a 5/8-inch iron rod set with cap stamped "KHA" for corner;

North 44°30'08" East, a distance of 14.14 feet to a 5/8-inch iron rod set with cap stamped "KHA" for corner;

North 00°29'52" West, a distance of 9.00 feet to a 5/8-inch iron rod set with cap stamped "KHA" for corner;

North 89°30'08" East, a distance of 50.00 feet to a 5/8-inch iron rod set with cap stamped "KHA" for corner;

South 00°29'52" East, a distance of 9.96 feet to a 5/8-inch iron rod set with cap stamped "KHA" for corner;

South 42°51'00" East, a distance of 14.78 feet to a 5/8-inch iron rod set with cap stamped "KHA" for corner at the beginning of a curve having a radius of 325.00 feet, a central angle of 18°46'13", and a chord bearing and distance of South 74°56'16" East , 106.00 feet;

With said curve, an arc distance of 106.47 feet to a 5/8-inch iron rod set with cap stamped "KHA" for corner at the beginning of a curve having a radius of 275.00 feet, a central angle of 07°06'57", and a chord bearing and distance of South 69°06'38" East , 34.13 feet;

With said curve, an arc distance of 34.15 feet to a 5/8-inch iron rod set with cap stamped "KHA" for corner;

North 56°41'37" East, a distance of 12.96 feet to a 5/8-inch iron rod set with cap stamped "KHA" for corner at the beginning of a curve having a radius of 225.00 feet, a central angle of 06°19'13", and a chord bearing and distance of North 02°39'45" East , 24.81 feet;

With said curve, an arc distance of 24.82 feet to a 5/8-inch iron rod set with cap stamped "KHA" for corner;

North 00°29'52" West, a distance of 197.24 feet to a 5/8-inch iron rod set with cap stamped "KHA" for corner;

North 42°35'23" West, a distance of 14.82 feet to a 5/8-inch iron rod set with cap stamped "KHA" for corner at the beginning of a curve having a radius of 50.00 feet, a central angle of 140°38'09", and a chord bearing and distance of North 8°43'14" West , 94.16 feet;

With said curve, an arc distance of 122.73 feet to a 5/8-inch iron rod set with cap stamped "KHA" for corner;

North 00°29'52" West, a distance of 126.81 feet to a 5/8-inch iron rod set with cap stamped "KHA" for corner;

North 89°30'08" East, a distance of 146.35 feet to a 5/8-inch iron rod set with cap stamped "KHA" for corner;

South 20°31'59" East, a distance of 115.21 feet to a 5/8-inch iron rod set with cap stamped "KHA" for corner;

South 10°13'48" East, a distance of 50.73 feet to a 5/8-inch iron rod set with cap stamped "KHA" for corner;

South 00°29'52" East, a distance of 315.00 feet to a 5/8-inch iron rod set with cap stamped "KHA" for corner;

North 89°30'08" East, a distance of 111.00 feet to a 5/8-inch iron rod set with cap stamped "KHA" for corner;

North 44°30'08" East, a distance of 14.14 feet to a 5/8-inch iron rod set with cap stamped "KHA" for corner;

North 00°29'52" West, a distance of 9.00 feet to a 5/8-inch iron rod set with cap stamped "KHA" for corner;

North 89°30'08" East, a distance of 50.00 feet to a 5/8-inch iron rod set with cap stamped "KHA" for corner;

North 00°29'52" West, a distance of 9.31 feet to a 5/8-inch iron rod set with cap stamped "KHA" for corner;

North 89°30'08" East, a distance of 117.03 feet to a 5/8-inch iron rod set with cap stamped "KHA" for corner;

North 44°36'21" East, a distance of 12.78 feet to a 5/8-inch iron rod found with cap stamped "TXRCS" for an interior corner of said 94.825-acre tract, same being for the southwest corner of a called 1.581-acre tract conveyed to Sharay Shaw and Berry Shaw, according to the document filed of record in Document No. 202400185649 O.R.D.C.T.;

THENCE South 89°59'32" East, with a north line of said 94.825-acre tract, same being common with the south line of said 1.581-acre tract, a distance of 329.64 feet to a 5/8-inch iron rod found with cap stamped "TXRCS" for a northeast corner of said 94.825-acre tract, same being for the southeast corner of said 1.581-acre tract, in the west line of South Westmoreland Drive;

THENCE South 00°54'27" East, with said west line, a distance of 151.36 feet to a 3/8-inch iron pipe found for corner in said west line, for the northwest corner of that tract of land conveyed to James C. Howard and Sabrina Evans, according to the document filed of record in Document No. 2010000196586 O.R.D.C.T.;

THENCE North 88°09'17" West, with the north line of said James C. Howard tract, a distance of 417.44 feet to a 5/8-inch iron rod found with cap stamped "KHA" for the southwest corner of said 1.99-acre tract;

THENCE South 01°50'12" East, with the west line of said James C. Howard tract and a called 1.99-acre tract of land conveyed to Gayle Russell and Wife Irene Russell tract, according to the document filed of record in Volume 99117, Page 5729 Deed Records, Dallas County, Texas, a distance of 417.44 feet to a 5/8-inch iron rod found with cap stamped "KHA" for corner in the north line of a called 2.227-acre tract of land conveyed to Cameron Joseph Zimny and Emily Dean Zimny, according to the document filed of record in Document No. 201900053035 O.R.D.C.T.;

THENCE North 88°08'49" West, with said north line, a distance of 299.22 feet to a 1/2-inch iron rod found for corner;

THENCE South 01°30'51" East, with the west line of said 2.227-acre tract, a distance of 151.82 feet to a 1/2-inch iron rod found for the southwest corner of said 2.227-acre tract;

THENCE North 89°16'41" East, with the south line of said 2.227-acre tract, a distance of 715.97 feet to a 3" iron pipe found for the southeast corner of said 2.227-acre tract, in the west line of South Westmoreland Road;

THENCE South 01°38'40" East, with the east line of said 94.825-acre tract, same being common with said west line, a distance of 199.44 feet to a 5/8-inch iron rod set with cap stamped "KHA";

THENCE South 88°21'20" West, a distance of 16.30 feet to a 5/8-inch iron rod found with cap stamped "KHA" for corner;

THENCE North 46°11'00" West, a distance of 35.64 feet to a 5/8-inch iron rod found with cap stamped "KHA" for corner;

THENCE South 89°16'41" West, a distance of 225.03 feet to a 5/8-inch iron rod found with cap stamped "KHA" for corner;

THENCE South 01°37'14" East, a distance of 361.45 feet to a 5/8-inch iron rod found with cap stamped "KHA" for corner in the north line of said 100.358-acre tract;

THENCE South 89°14'47" West, with the south line of said 94.825-acre tract, same being common with the north line of said 100.358-acre tract, a distance of 1,843.48 feet to the **POINT OF BEGINNING** containing 2,383,198 square feet or 54.711 acres of land.

OWNERS DEDICATION

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That CW-Stewart Farms, LLC, acting herein by and through their duly authorized officers, do hereby certify and adopt this plat designating the herein described property as Stewart Farms Phase 1, an addition to the City of Glenn Heights, Dallas County, Texas, the easements, as shown, are hereby dedicated for the purpose of mutual use and accommodation of the City of Glenn Heights and all public utilities desiring to use or using same, all and any public utility and the City of Glenn Heights shall have the right to remove and keep removed all or parts of any building, fences, shrubs, trees, or other improvements or growths, which in any way, endanger or interfere with the construction, maintenance, or efficiency of its respective systems on said easements, and the City of Glenn Heights and all public utilities shall, at all times, have the full right of ingress and egress to or from and upon said easements for the purpose of constructing, reconstructing, inspecting, patrolling, maintaining, and adding to or removing all or parts of its respective systems, without the necessity, at any time, of procuring the permission of anyone.

This plat approved subject to all platting ordinances, rules, and regulations and resolutions of the City of Glenn Heights, Texas.

Witness my hand, this the _____ day of _____, 2026.

FOR: CW-Stewart Farms, LLC

By:_____
Authorized Signature

STATE OF ARIZONA
COUNTY OF MARICOPA

BEFORE ME, the undersigned, a Notary Public in and for said County and State on this day appears

_____, of CW-Stewart Farms, LLC 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 purposes and considerations therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this _____ day of _____, 2026.

_____
Notary Public in and for Dallas County, Texas

FLOOD STATEMENT:

According to Map No. 48113C0530K and 48113C0535K of the Federal Emergency Management Agency's Flood Insurance Rate Maps for Dallas County, dated July 7, 2014, the subject tract is situated within: Unshaded Zone "X"; defined as areas determined to be outside the 500-year flood plain. Shaded Zone "X"; defined as areas of 500-year flood; areas of 100-year flood with average depths of less than 1-foot or with drainage areas less than 1 square mile; and areas protected by levees from 100-year flood and Zone "AE"; defined as special flood hazard areas inundated by 100-year flood with base flood elevations determined. This flood statement does not imply that the property or structures thereon will be free from flooding or flood damage. On rare occasions floods can and will occur and flood heights may be increased by man-made or natural causes. This flood statement shall not create liability on the part of the surveyor.

The location of the flood zone lines shown hereon, were determined by scaling from said FEMA map. The actual location as determined by elevation contours may differ. Surveyor assumes no liability as to the accuracy of the location of the flood zone limits.

WAIVER OF CLAIM FOR DAMAGES:

The Owner and Developer release the City of Glenn Heights from any and all claims, damages, obligations, or liabilities by the establishment of grades, or the alteration of the surface of any portion of the existing streets and alleys, to conform the grades established in this plat.

COMMON AREAS:

All Common Area Tracts will be owned and maintained by the Homeowner's Association.

Planned Development:

Said Plat shall be subject to all requirements as established by Ordinance _____.

SURVEYORS CERTIFICATION:

KNOW ALL MEN BY THESE PRESENTS:

That I, Daniel Arthur, a Registered Professional Land Surveyor in the State of Texas, do hereby certify that I have prepared this plat from an actual on the ground survey of the land and the monuments shown herein were found and/or placed under my direct supervision and in accordance with the Development Code Regulations of the City of Glenn Heights, Texas.

_____
Daniel Arthur
Registered Professional Land Surveyor No. 5933
Kimley-Horn and Associates, Inc.
400 North Oklahoma Drive, Suite 105
Celina, Texas 75009
Ph. 469-501-2200
daniel.arthur@kimley-horn.com



STATE OF TEXAS
COUNTY OF COLLIN

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Daniel Arthur 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 in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the _____ day of _____, 2026.

_____
Notary Public in and for Collin County, Texas

APPROVAL CERTIFICATE

I hereby certify that the above and foregoing plat of Stewart Farms, Phase 1 to the City of Glenn Heights was approved this ____ day of _____, 202___, by the Planning and Zoning Commission of the City of Glenn Heights

_____ _____
Chairman, Planning and Zoning Commission Date

_____ _____
Recording Secretary Date

I hereby certify that the above and foregoing plat of Stewart Farms, Phase 1 to the City of Glenn Heights was approved this ____ day of _____, 202___, by the City Council of the City of Glenn Heights

_____ _____
Mayor Date

_____ _____
Secretary Date

LINE TABLE			LINE TABLE			LINE TABLE		
NO.	BEARING	LENGTH	NO.	BEARING	LENGTH	NO.	BEARING	LENGTH
L1	N89°30'08"E	50.00'	L21	S45°29'52"E	15.35'	L41	S45°26'16"E	14.13'
L2	S00°29'52"E	9.96'	L22	S47°37'46"W	13.35'	L42	N44°30'08"E	14.14'
L3	S42°51'00"E	14.78'	L23	S24°23'03"W	18.43'	L43	S45°29'52"E	14.14'
L4	N56°41'37"E	12.96'	L24	S61°42'57"E	14.41'	L44	S44°30'08"W	14.14'
L5	N89°30'08"E	111.00'	L25	S48°24'20"E	14.82'	L45	S48°24'20"E	14.82'
L6	N44°30'08"E	14.14'	L26	S44°30'08"W	14.14'	L46	S42°35'23"E	14.82'
L7	N00°29'52"W	9.00'	L27	N44°30'08"E	14.14'	L48	S60°56'08"E	42.37'
L8	S00°29'52"E	25.00'	L28	S44°30'08"W	14.14'	L49	S67°37'27"W	56.98'
L9	S00°29'52"E	25.00'	L29	S45°29'52"E	14.14'	L50	S49°30'43"E	20.00'
L10	S89°30'08"W	25.00'	L30	S42°51'00"E	14.78'	L51	N45°05'13"E	20.00'
L11	S89°30'08"W	25.00'	L31	N45°26'59"W	18.62'	L52	S16°01'30"W	40.98'
L12	N00°29'52"W	44.00'	L32	N44°08'33"E	19.51'	L53	N45°29'52"W	28.28'
L13	S81°06'41"E	25.12'	L33	S39°17'59"E	13.66'	L54	N57°49'47"W	59.77'
L14	N00°29'52"W	98.01'	L34	N47°37'46"E	13.35'	L55	S67°00'08"W	43.47'
L15	N10°00'46"E	19.69'	L35	S45°29'52"E	14.14'	L56	S45°29'52"E	28.28'
L16	N43°49'00"E	35.07'	L36	N44°30'08"E	14.14'			
L17	N44°16'41"E	14.14'	L37	S34°52'40"E	13.54'			
L18	S45°43'19"E	14.14'	L38	S51°35'22"W	13.81'			
L19	N45°29'52"W	14.14'	L39	S37°12'47"E	13.26'			
L20	N41°22'31"E	13.35'	L40	S56°50'29"W	15.49'			

CURVE TABLE					
NO.	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD
C1	18°46'13"	325.00'	106.47'	S74°56'16"E	106.00'
C2	7°06'57"	275.00'	34.15'	S69°06'38"E	34.13'
C3	6°19'13"	225.00'	24.82'	N02°39'45"E	24.81'
C4	12°34'34"	300.00'	65.85'	S82°59'24"W	65.72'
C5	12°48'01"	300.00'	67.02'	N83°06'08"E	66.88'
C6	41°45'28"	300.00'	218.64'	S69°37'07"E	213.84'
C7	13°34'30"	300.00'	71.08'	N55°31'38"W	70.91'
C8	28°10'59"	300.00'	147.57'	N76°24'22"W	146.08'
C9	28°28'51"	300.00'	149.13'	N14°57'45"W	147.60'
C10	28°42'19"	300.00'	150.30'	S14°51'01"E	148.73'
C11	20°22'15"	300.00'	106.66'	N79°19'01"E	106.10'
C12	11°17'50"	311.50'	61.42'	S84°20'37"E	61.32'
C13	11°48'10"	300.00'	61.80'	N84°35'47"W	61.69'
C14	24°56'42"	300.00'	130.61'	S78°01'31"E	129.58'
C15	10°30'37"	250.00'	45.86'	N04°45'27"E	45.80'
C16	24°56'42"	300.00'	130.61'	N78°01'31"W	129.58'
C17	9°23'10"	300.00'	49.15'	S85°48'17"E	49.09'
C18	35°13'55"	150.00'	92.24'	N17°07'06"E	90.79'
C19	54°46'05"	150.00'	143.38'	N62°07'06"E	137.99'
C20	12°01'24"	275.00'	57.71'	S84°29'09"E	57.60'
C21	22°30'27"	500.00'	196.42'	S05°53'14"W	195.16'
C22	22°57'26"	500.00'	200.34'	N06°06'43"E	199.00'
C23	18°05'17"	500.00'	157.85'	S08°32'47"W	157.19'
C24	17°12'17"	341.50'	102.55'	S81°24'19"W	102.16'
C25	22°50'33"	341.50'	136.15'	S78°34'15"E	135.25'
C26	22°52'27"	275.00'	109.79'	N84°14'24"E	109.06'
C27	137°55'22"	5.00'	12.04'	N00°11'09"W	9.33'
C28	21°13'57"	305.00'	113.03'	N79°23'30"E	112.38'
C29	20°50'41"	305.00'	110.96'	N79°34'11"W	110.35'
C30	88°53'34"	25.00'	38.79'	S45°32'45"E	35.01'

FINAL PLAT
STEWART FARMS PHASE 1

BLOCK A, LOTS 40-59, 60X-HOA, 61-84, 85X-HOA, 86-99; BLOCK E, LOT 40X-HOA; BLOCK F, LOTS 16-22; BLOCK H, LOTS 10-19; BLOCK J, LOTS 1-16, 17X-HOA, 18-30; BLOCK K, LOTS 1-28, 29X-HOA; BLOCK L, LOTS 1X-HOA, 2-31, 32X-HOA; BLOCK M, LOTS 1-8, 9X-HOA, 10-12; BLOCK N, LOTS 1-7, 8X-HOA; BLOCK P, 1X-HOA

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Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
N/A	SPA	DRA	FEB. 2026	063219419	2 OF 2

DWG NAME: K:\CEL_SURVEY\063219419-STEWART FARMS-GLENN HEIGHTS\SURVEY\FINAL PLAT\063219419 STEWART FARMS PHASE 1 FINAL PLAT.DWG PLOTTED BY: ALLEN, STEPHEN 4/7/2026 1:55 PM LAST SAVED: 2/12/2026 9:13 AM Copyright © 2026 Kimley-Horn, Inc. All rights reserved.

AGENDA SUMMARY SHEET
May 5, 2026

CONSENT AGENDA, ITEM 5

Discussion and take action to approve Preliminary Plat Case PP-004-26: Valencia Estates Preliminary Plat Request by JDJR Engineers & Consultants, Inc. on behalf of Marwan & Wafa Sons, LLC, an addition to the City of Glenn Heights, Texas, being 112.23 acres situated in the William Rawlings Survey, Abstract No. 1205 in the City of Glenn Heights, Dallas County, Texas. (Bester Munyaradzi, Director of Planning and Development Services)

Motion	
Second	
For	Brown, Bruton, Mosley, Allen, Hobbs, Lightfoot, Washington
Against	Brown, Bruton, Mosley, Allen, Hobbs, Lightfoot, Washington
Abstain	
Approve/ Deny/ Table	

CITY OF GLENN HEIGHTS
CITY COUNCIL REPORT

Date: May 5, 2026

SUBJECT

Discussion and take action to approve Preliminary Plat Case PP-004-26: Valencia Estates Preliminary Plat Request by JDJR Engineers & Consultants, Inc. on behalf of Marwan & Wafa Sons, LLC, an addition to the City of Glenn Heights, Texas, being 112.23 acres situated in the William Rawlings Survey, Abstract No. 1205 in the City of Glenn Heights, Dallas County, Texas.

DISCUSSION / BACKGROUND

A. Location and Size:
The proposed Valencia Estates subdivision is generally located on the south side of W. Bear Creek Road and the east side of S. Westmoreland Road. The property is approximately 112.23 acres in size.

B. Adjacent Properties:

North: Single Family-3 (SF-3) – vacant and single-family homes

South: Single Family-3 (SF-3) – single-family homes

East: Planned Development-21 / Single Family-2 (SF-2) – single-family homes

West: Single Family-1 (SF-1) – vacant and single-family homes

C. Case History:
The zoning change from Single Family-1 (SF-1) to Planned Development-27 (PD-27) was originally approved in July 2024 for mixed-use single-family residential development, with Single Family-3 (SF-3), townhomes, and multi-family as the base zonings. Planned Development-27 was later amended to Planned Development-27A (PD-27A) and approved by the City Council in

November 2025, with Single Family-3 (SF-3) and multi-family uses as the base zonings.

D. Operational Considerations:
This request is for approval of a preliminary plat creating 274 single-family residential lots, six (6) Homeowner Association (HOA) tracts, and the associated rights-of-way. The subject property has access from W. Bear Creek Road and S. Westmoreland Road.

E. All required public infrastructure shall be installed by the developer and accepted prior to submission of a final plat application. This preliminary plat is in substantial compliance with the subdivision regulations and Planned Development-27A.

PRIOR COUNCIL OR BOARD ACTION

At the April 13, 2026, meeting, the Planning and Zoning Commission recommended approval of the Valencia Estates preliminary plat.

PUBLIC CONTACT

This item is being considered at a regular meeting of the City Council, noticed in accordance with the Texas Open Meetings Act.

FINANCIAL IMPACT

Not applicable.

RECOMMENDATION / ALTERNATIVES

Staff recommends that the City Council approve Valencia Estates Preliminary Plat.

ATTACHMENTS

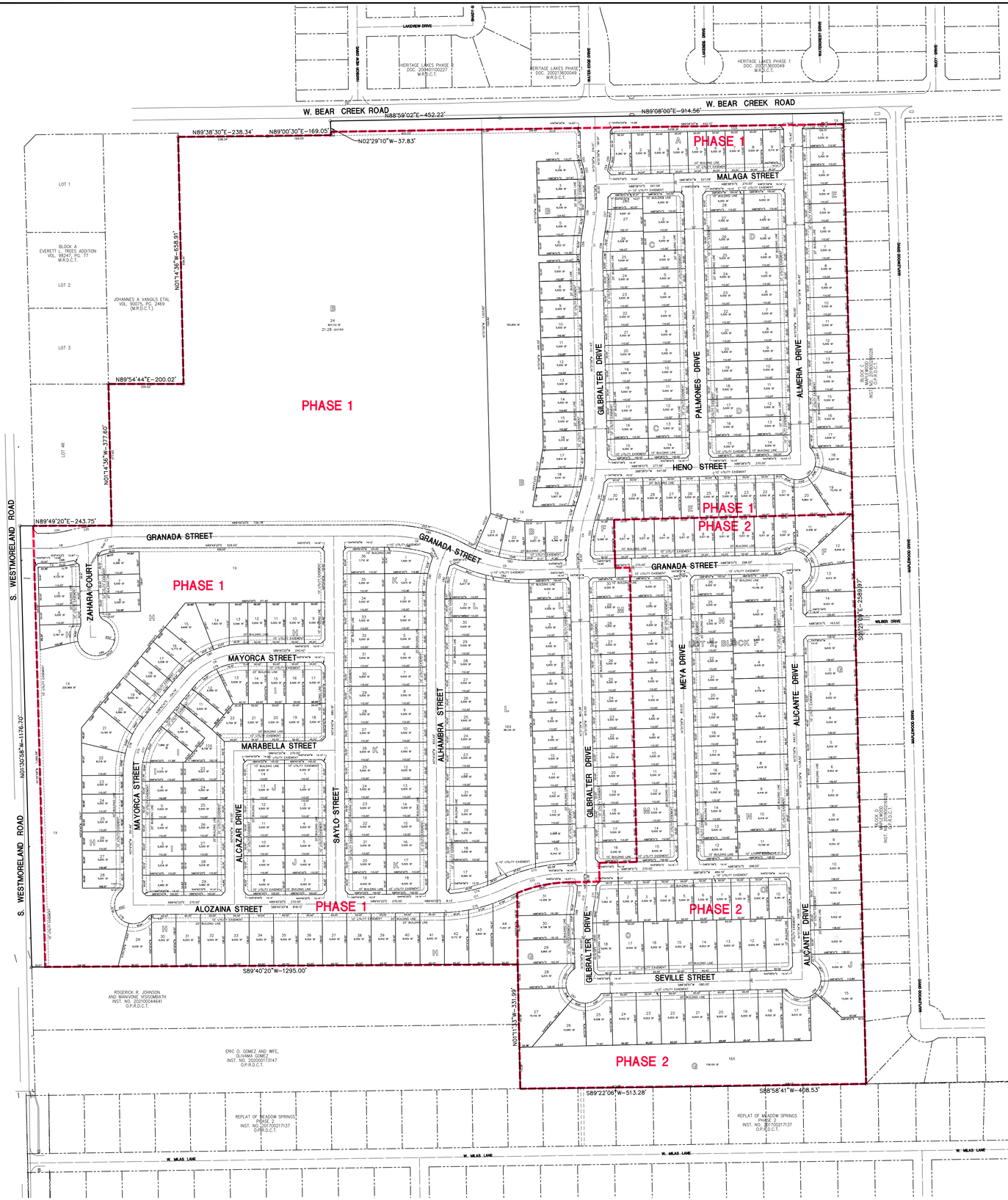
1. Preliminary Plat

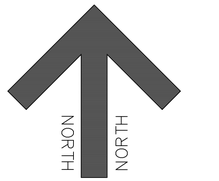
PREPARED BY

Bester Munyaradzi, Director of Planning and Development Services

REVIEWED BY

Brandi Brown, City Secretary

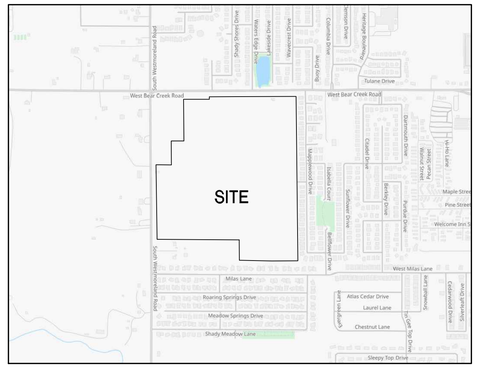




SCALE: 1" = 140'

0' 140 280 420

GRAPHIC SCALE


SITE
West Bear Creek Road
Tulane Drive
Maple Street
Pine Street
Welcome Lane
West Milas Lane
Milas Lane
Roaring Springs Drive
Meadow Springs Drive
Shady Meadow Lane
Chestnut Lane
Laurel Lane
Atlas Cedar Drive
Sleepy Top Drive
Mississippi Drive
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Stoneham Drive
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OWNERS CERTIFICATE

WHEREAS WE, MARWAN and WAFA SONS,LLC area the owners of a tract of land situated in the William Rawlings Survey, Abstract No. 1205 in the City of Glenn Heights, Dallas County, Texas, and being part of Block A of Everett L. Trees Addition, an addition to the City of Dallas as recorded in Volume 98247, Page 77 of the Map Records of Dallas County, Texas, and being all of a tract of land described in a deed to Your Home Builder, Inc. as recorded in Instrument No. 20070138404 of the Official Public Records of Dallas County, Texas, (O.P.R.D.C.T.) and being all of a tract of land described in a deed to Sudhir Reddy Suravaram and Yojana Rondi Sangu, as recorded in Instrument No. 201600127111 (O.P.R.D.C.T.) and being all of that tract of land described in Probate to William Patrick Young and Mary Kathleen Young, as described in Partition Deed recorded in Volume 96079, Page 3070, D.R.D.C.T., and being more particularly described as follows:

BEGINNING at a point at the southwest corner of said Your Home Builder, Inc. tract and the northwest corner of a tract of land described in a deed to Rogerick R. Johnson and Manuvine Visambath as recorded in Instrument No. 20210004641, (O.P.R.D.C.T.) and on the east right-of-way line of S. Westmoreland Road (a variable width right-of-way), for a corner;

THENCE North 01 degrees 30 minutes 58 seconds West along the west line of said Your Home Builder, Inc. tract and the east right-of-way line of said S. Westmoreland Road, a distance of 1,176.70 feet to a point at the northwest corner of said Your Home Builder, Inc. tract and the southwest corner of Lot 4R, Block A, of Everett L. Trees Addition an addition to the City of Glenn Heights, Dallas County, Texas as recorded in Volume 98247, Page 80, Map Records of Dallas County, Texas, for a corner;

THENCE North 89 degrees 49 minutes 20 seconds East along the south line of said Lot 4R, a distance of 243.75 feet to a point at the southeast corner of said Lot 4R, for a corner;

THENCE North 01 degrees 14 minutes 36 seconds West, along the east line of said Lot 4R, a distance of 377.60 feet to a point at the northeast corner of said Lot 4R, and the southeast corner of said Lot 3, and the southwest corner of a tract of land described in deed to Johannes A. Vangils Et Al, known as "Lot 5R.1" (per Dallas Central Appraisal District), as recorded in Volume 90075, Page 2469 in the Deed Records of Dallas County, Texas, for a corner;

THENCE North 89 degrees 54 minutes 44 seconds East, along the south line of said Lot 5R.1, a distance of 200.02 feet to a point at the southeast corner of said Lot 5R.1 to a point for corner;

THENCE North 01 degrees 14 minutes 36 seconds West, along the west line of said Your Home Builder, Inc. tract and the east line of said Lot 5R.1, a distance of 658.91 feet to a point at the northwest corner of said Your Home Builder, Inc. tract and the northeast corner of said Lot 5R.1 and on the south right-of-way line of W. Bear Creek Road (a variable width right-of-way), for a corner;

THENCE North 89 degrees 38 minutes 30 seconds East, along the north line of said Your Home Builder, Inc. tract, and the south right-of-way line of said W. Bear Creek Road, a distance of 238.34 feet to a point, for corner;

THENCE North 89 degrees 00 minutes 30 seconds East, along the north line of said Your Home Builder, Inc. tract, and the south right-of-way line of said W. Bear Creek Road, a distance of 169.05 feet to a point, for corner;

THENCE North 02 degrees 29 minutes 10 seconds West, a distance of 37.83 feet to a point on the south right-of-way line of said W. Bear Creek Road, for a corner;

THENCE North 88 degrees 59 minutes 02 seconds East, along the north line of said Your Home Builder, Inc. tract, and the south right-of-way line of said W. Bear Creek Road, a distance of 452.22 feet to a point at the northeast corner of said Your Home Builder, Inc. tract and the northwest corner of said Suravaram and Sangu tract, for corner;

THENCE North 89 degrees 08 minutes 00 seconds East, along the north line of said Suravaram and Sangu tract, and the south right-of-way line of said W. Bear Creek Road, passing at a distance of 484.48 feet, a point at the northeast corner of said Suravaram and Sangu tract and the northwest corner of said Young tract, and continuing along the north line of said Young tract and said south right-of-way line, in all a total cumulative distance of 914.56 feet to the northeast corner of said Young tract, said corner being the northwest corner of Block C of Maplewood Addition, an addition to the City of Glen Heights as recorded in Instrument Number 201800216028, O.P.R.D.C.T.;

THENCE South 01 degrees 12 minutes 09 seconds East, along common east line of said Young tract and the west line of said Maplewood Addition, a distance of 2,589.97 feet to the southeast corner herein described tract and being on the north line of a Replat of Meadow Springs, Phase 2 Addition, Block 2 of a tract of land recorded in a plat as Instrument Number 202170021137;

THENCE South 88 degrees 58 minutes 41 seconds West, along the common line of said Young and said Block 2 tract, a distance of 408.53 feet to a 1/2-inch iron rod found for the common southwest corner of said Young tract and southeast corner of said Suravaram tract;

THENCE South 89 degrees 22 minutes 06 seconds West, along the south line of said Suravaram and the north line of said Block 2, a distance of 513.28 feet to a point at the southwest corner of said Suravaram and Sangu tract and the southeast line of a tract of land described in a deed to Eric O. Gomez and wife, Olivama Gomez, as recorded in Instrument Number 202000173147 (O.P.R.D.C.T.), for a corner;

THENCE North 01 degrees 11 minutes 33 seconds West along the west line of said Suravaram and Sangu tract and the east lines of said Gomez tract and said Johnson and Visisombath tract, a distance of 331.99 feet to a point at the southeast corner of said Your Home Builder, Inc. tract and the northeast corner of said Johnson and Visisombath tract to a point for corner;

THENCE South 89 degrees 40 minutes 20 seconds West, along the south line of said Your Home Builder, Inc. tract and the north line of said Johnson and Visisombath tract a distance of 1,295.00 feet to the POINT OF BEGINNING AND CONTAINING 112.23 acres and 4,888,637 square feet, more or less.

OWNER'S DEDICATION

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That MARWAN AND WAFA SONS, LLC, acting by and through its duly authorized agent, does hereby adopt this plat, designating the herein described property as VALENCIA ESATATES, an addition to the City of Glenn Heights, Dallas County, Texas, and do hereby dedicate, in fee simple, to the public use forever any streets and, alleys shown thereon. The easements shown thereon are hereby reserved for the purposes indicated. The utility and fire lane easements shall be open to the public, fire and police units, garbage and rubbish collection agencies, and all public and private utilities for each particular use. The maintenance of paving on the utility and fire lane easements is the responsibility of the property owner. No buildings, fences, trees, shrubs, or other improvements or growths shall be constructed, reconstructed or placed upon, over or across the easements as shown. Said easements being hereby reserved for the mutual use and accommodation of all public utilities using or desiring to use same. All, and any public utility shall have the right to remove and keep removed all or parts of any building, fences, trees, shrubs, or other improvements or growths which in any way may endanger or interfere with the construction, maintenance or efficiency of its respective system on the easements, and all public utilities shall at all times have the full right of ingress and egress to or from the said easements for the purpose of constructing, reconstructing, inspecting, patrolling, maintaining and adding to or removing all or parts of its respective systems without the necessity at any time of procuring the permission of anyone. (Any public utility shall have the right of ingress and egress to private property for the purpose of reading meters and any maintenance or service required or ordinarily performed by that utility). Water main and wastewater easements shall also include additional area of working space for construction and maintenance of the systems. Additional easement area is also conveyed for installation and maintenance of manholes, cleanouts, fire hydrants, water services and wastewater services from the main to the curb or pavement line, and description of such additional easements herein granted shall be determined by their location as installed. This plat approved subject to all platting ordinances, rules, regulations, and resolutions of the City of Glenn Heights.

WITNESS, my hand at Dallas, Texas, this the _____ day of _____, 2026.

By:

_____
Marwan Nafal
Manager

BEFORE ME, the undersigned, a Notary Public in and for the State of Texas, on this day personally appeared Marwan Nafal, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said Marwan and Wafa Sons, LLC, and that he executed the same for the purpose and considerations therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the _____ day of _____, 2026.

_____
Notary public in and for the State of Texas

My Commission Expires _____

SURVEYOR'S STATEMENT

KNOW ALL MEN BY THESE PRESENTS:

THAT I, , do hereby certify that I prepared this Plat from an actual and accurate survey of the land and that the corner monuments shown thereon shall be properly placed, under my personal supervision, in accordance with the Development Code regulations of the City of Glenn Heights, Texas.
Dated this the_____ day of _____, 2026.

PRELIMINARY, this document shall not be recorded for any purpose and shall not be used or viewed or relied upon as a final survey document.

_____

WAIVER OF CLAIMS FOR DAMAGES

The Owner and the Developer release the City of Glenn Heights from any an all claims, damages, obligations, or liabilities by the establishment of grades, or the alteration of the surface of any portion of the existing streets and alleys, to conform the grades established in this plat.

COMMON AREAS

All Common Area Tracts will be owned and maintained by the Homeowners Associstion.

PLANNED DEVELOPMENT

Said plat shall be subject to all requirements established by Ordinance No. O-11-20.

CITY APPROVAL CERTIFICATE

I hereby certify that the above and forgoing plat of Bear Creek Plaza Addition to the City of Glenn Heights was approved this _____ day of _____, 2026, by the Planning and Zoning Commission of the City of Glenn Heights, Texas.

_____
Chairman

I hereby certify that the above and forgoing plat of Bear Creek Plaza Addition to the City of Glenn Heights was approved this _____ day of _____, 2026, by the City Council of the City of Glenn Heights, Texas.

_____
Mayor

STATE OF TEXAS §
COUNTY OF DALLAS §

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this date personally appeared _____, known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledge to me that they executed the same for the purposes and considerations therein expressed and in the capacity herein stated.
GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS _____, day of _____, 2026.

_____
Notary Public in and for the State of Texas
My Commission expires:

STATE OF TEXAS §
COUNTY OF DALLAS §

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this date personally appeared _____, known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledge to me that they executed the same for the purposes and considerations therein expressed and in the capacity herein stated.
GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS _____, day of _____, 2026.

_____
Notary Public in and for the State of Texas
My Commission expires:

PRELIMINARY PLAT
VALENCIA ESTATES

BEING A 112.23 ACRES
LOCATED IN THE WILLIAM RAWLINGS SURVEY, ABSTRACT NO. 1205, AN ADDITION TO THE CITY OF GLENN HEIGHTS, DALLAS COUNTY, TEXAS
274 LOTS & 6 OPEN SPACE LOTS
MARCH 2026

OWNER/DEVELOPER

MARWAN & WAFA SONS, LLC
6505 SUDBURY ROAD
PLANO, TEXAS 75024
CONTACT: DAWOOD JAMEEL
TEL: 469-435-5656
email: djameel123@yahoo.com

PREPARED BY:
JDJR
ENGINEERS & CONSULTANTS, INC.
TSBPE REGISTRATION NUMBER F-8527
ENGINEERS • SURVEYORS • LAND PLANNERS
2500 Texas Drive Suite 100 Irving, Texas 75062
Tel 972-252-5357 Fax 972-252-8958

DATE: 4-27-26	DRAWN BY: JDJR	SHEET NO.
SCALE: 1" = 140'	CHECKED BY: JDJR	2 OF 2

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AGENDA SUMMARY SHEET
May 5, 2026

AGENDA, ITEM 1

Discussion and take action on the Mayor and Council Member Places 2, 4, and 6 appointing members to serve on the Citizens Police Advisory Committee beginning June 8, 2026. (Dr. Glynell Horn, Chief of Police)

Motion	
Second	
For	Brown, Bruton, Mosley, Allen, Hobbs, Lightfoot, Washington
Against	Brown, Bruton, Mosley, Allen, Hobbs, Lightfoot, Washington
Abstain	
Approve/ Deny/ Table	

AGENDA SUMMARY SHEET
May 5, 2026

AGENDA, ITEM 2

Presentation and discussion on the Axon Camera System. (Dr. Glynell Horn, Chief of Police)

Motion	
Second	
For	Brown, Bruton, Mosley, Allen, Hobbs, Lightfoot, Washington
Against	Brown, Bruton, Mosley, Allen, Hobbs, Lightfoot, Washington
Abstain	
Approve/ Deny/ Table	

AGENDA SUMMARY SHEET
May 5, 2026

AGENDA, ITEM 3

Discussion and take action on Flock Safety. (Council Member Sherron Mosley)

Motion	
Second	
For	Brown, Bruton, Mosley, Allen, Hobbs, Lightfoot, Washington
Against	Brown, Bruton, Mosley, Allen, Hobbs, Lightfoot, Washington
Abstain	
Approve/ Deny/ Table	

AGENDA SUMMARY SHEET
May 5, 2026

AGENDA, ITEM 4

Discussion and take action to approve Resolution R-17-26, approving a Professional Services Agreement with Priority Group, Inc. to provide project and construction management services for the Bear Creek Road Widening Project. (Andrew Waits, Director of Public Works)

Motion	
Second	
For	Brown, Bruton, Mosley, Allen, Hobbs, Lightfoot, Washington
Against	Brown, Bruton, Mosley, Allen, Hobbs, Lightfoot, Washington
Abstain	
Approve/ Deny/ Table	

CITY OF GLENN HEIGHTS, TEXAS

RESOLUTION NO. R-17-26

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GLENN HEIGHTS, TEXAS, APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH PRIORITY GROUP, INC. TO PROVIDE PROJECT AND CONSTRUCTION MANAGEMENT SERVICES FOR THE BEAR CREEK ROAD WIDENING PROJECT; AND AUTHORIZING THE CITY MANAGER TO EXECUTE SUCH AGREEMENT IN A FORM APPROVED BY THE CITY ATTORNEY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Glenn Heights, Texas has determined the need for professional services for the Glenn Heights Bear Creek Road Widening project, (the "Project"); and

WHEREAS, the City of Glenn Heights, Texas has determined that Priority Group, Inc., has the required professional project and construction management services, and project close-out experience to perform the work for the Project at a fair and reasonable rate and recommends entering into an agreement with Priority Group, Inc. for such services; and

WHEREAS, the City Council of the City of Glenn Heights finds it to be in the public's interest to concur in the above-described recommendation.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GLENN HEIGHTS, TEXAS, THAT:

SECTION 1. The City Manager is hereby authorized to (a) negotiate and execute a professional services agreement for project and construction management services with Priority Group, Inc., for project and construction management services, and project close-out support services related to the Project in the amount $3,510,000.00 and (b) subject to the availability of current funds to pay such expenses, authorize such changes to the scope of services and pay for reimbursable expenses and additional services procured pursuant to such agreement as the City Manager deems reaonable and necessary to successfully complete the services.

SECTION 2. This resolution shall be effective immediately upon passage.

DULY RESOLVED AND ADOPTED by the City Council of the City of Glenn Heights, Texas, this the 5th day of May, 2026.

CITY OF GLENN HEIGHTS, TEXAS

_____

Sonja A. Brown, Mayor

ATTEST:

_____
Brandi Brown, City Secretary

APPROVED AS TO FORM:

_____
Kellie L. McKee, City Attorney

STATE OF TEXAS §
§ **AGREEMENT FOR PROJECT AND**
§ **CONSTRUCTION MANAGEMENT SERVICES**
COUNTY OF DALLAS §

This Agreement for Project and Construction Management Services (the "Agreement") is made by and between the City of Glenn Heights, Texas (the "City") and Priority Group, Inc. (the "Contractor") (each a "Party" and collectively the "Parties"), acting by and through their authorized representatives.

Recitals:

WHEREAS, City desires to engage the services of Contractor as an independent contractor and not as an employee in accordance with the terms and conditions set forth in this Agreement; and

WHEREAS, Contractor desires to render project and construction management services, and project close-out support services for the Glenn Heights Bear Creek Road Widening project, and as more fully set forth in Exhibit "A" attached hereto;

NOW THEREFORE, in exchange for the mutual covenants set forth herein and other valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the parties agree as follows:

Article I
Term

1.1 The Term of this Agreement shall commence on last date of execution (the "Effective Date"), and shall continue until completion of the services, unless sooner terminated as provided herein.

Article II
Contract Documents

2.1 This Agreement consists of the following items:

A. This Agreement; and

C. Scope of Services (provided by Contractor) (attached as Exhibit "A").

2.2 In the event there exists a conflict in interpretation, the documents shall control in the order listed above. These documents shall be referred to collectively as "Contract Documents."

Article III
Scope of Services

3.1 Contractor shall provide the services specifically set forth in Exhibit "A."

3.2 City Information. City shall, prior to commencement of services and during the term of this Agreement, as appropriate, provide Contractor with the information set forth in the Scope of Services, if any, and the following:

A. Access to pertinent information and available data requested by the Contractor.

B. Certain assumptions that may be necessary to the Contractor.

3.3 Contractor Opinions. The Parties acknowledge and agree that any and all opinions provided by Contractor in connection with the Scope of Services represent the professional judgment of Contractor, in accordance with the professional standard of care applicable by law to the services performed hereunder.

3.4 Ownership of Documents. All documents prepared or developed by Contractor pursuant to this Agreement are the property of City.

Article IV
Schedule of Work

4.1 Contractor agrees to commence the services upon a Notice to Proceed from the City and to complete the required services in accordance with a work schedule mutually established by the City and Contractor. Any work performed or expenses incurred by the Contractor prior to the Contractor's receipt of a Notice to Proceed from the City shall be entirely at Contractor's own risk.

Article V
Compensation

5.1 City shall compensate Contractor in the amount set forth in Exhibit "A" for the Term of this Agreement. The total fee to be paid pursuant to this Agreement shall not exceed Three Million Five Hundred and Ten Thousand No/100 Dollars ($3,510,000.00) without the prior written approval of City.

5.2 Contractor shall submit an invoice to the City once the services requested by the City have been completed. City shall pay the Contractor within thirty (30) days of the receipt of a proper invoice provided there are no errors or discrepancies and that all work noted on the invoice has been completed. Any errors, discrepancies or the invoicing of work not completed may result in a delay in payment.

5.3 Unless otherwise provided in the Scope of Services, Contractor shall be responsible for all expenses related to the services provided pursuant to this Agreement including, but not limited to, travel, copying and facsimile charges, telephone, internet, and email charges.

5.4 The hourly rates set forth herein shall remain in effect during the term of this Agreement. Any changes to established hourly rates shall require the prior written consent of City.

Article VI
Devotion of Time; Personnel; and Equipment

6.1 Contractor shall devote such time as reasonably necessary for the satisfactory performance of the work under this Agreement. Should the City require additional services not included under this Agreement, Contractor shall make reasonable efforts to provide such additional services at mutually agreed charges or rates, and within the time schedule prescribed by the City, and without decreasing the effectiveness of the performance of services required under this Agreement.

6.2 To the extent reasonably necessary for Contractor to perform the services under this Agreement, Contractor shall be authorized to engage the services of any agents, assistants, persons, or corporations that Contractor may deem proper to aid or assist in the performance of the services under this Agreement. The cost of such personnel and assistance shall be borne exclusively by Contractor.

6.3 Contractor shall furnish the facilities, equipment, telephones, facsimile machines, email facilities, and personnel necessary to perform the services required under this Agreement unless otherwise provided herein.

Article VII
Suspension of Work

7.1 City shall have the right to immediately suspend work by Contractor if the City determines in its sole discretion that Contractor has, or will fail to perform, in accordance with this Agreement. In such event, any payments due Contractor shall be suspended until Contractor has taken satisfactory corrective action.

Article VIII
Relationship of Parties

8.1 It is understood and agreed by and between the Parties that in satisfying the conditions of this Agreement, Contractor is acting independently, and that the City assumes no responsibility or liabilities to any third party in connection with these actions. All services to be performed by the Contractor pursuant to this Agreement shall be in the capacity of an independent contractor, and not as an agent or employee of the City. Contractor shall supervise the performance of its services and shall be entitled to control the manner and means by which its services are to be performed, subject to the terms of this Agreement. As such, the City shall not: train the Contractor, require Contractor to complete regular oral or written reports, require Contractor devote its full-time services to the City, or dictate the Contractor's sequence of work or location at which Contractor performs its work.

Article IX
Availability of Funds

9.1 If monies are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, this Agreement shall be canceled, and Contractor may only be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of services delivered under this Agreement or which are otherwise not recoverable. The cost of cancellation may be paid from any appropriations for such purposes.

Article X
Insurance

10.1 Contractor shall provide and maintain for the duration of this Agreement and, for the benefit of the City (naming the City and its officers, agents, and employees as additional insureds), insurance coverage as set forth in Exhibit "B." Contractor shall provide a signed Certificate of Insurance verifying that Contractor has obtained the required insurance coverage for the City prior to the Effective Date of this Agreement.

Article XI
Termination

11.1 Termination for Cause. City may terminate this Agreement, with or without cause, by giving Contractor sixty (60) days prior written notice. In the event of such termination, Contractor shall be entitled to compensation for any services completed to the reasonable satisfaction of the City in accordance with this Agreement prior to such termination.

11.2 Termination for Default. City shall terminate this Agreement immediately in the event Contractor fails to: (i) meet delivery schedules or (ii) otherwise conform to the specifications under this Agreement. Breach of contract or default authorizes the City to award the Agreement to another Contractor, purchase elsewhere, and charge the full increase in cost and handling to the defaulting Contractor.

Article XII
Indemnification

12.1 CONTRACTOR AGREES TO INDEMNIFY, HOLD HARMLESS AND DEFEND THE CITY, ITS OFFICERS, AGENTS AND EMPLOYEES, BOTH PAST AND PRESENT, FROM AND AGAINST LIABILITY FOR ANY AND ALL CLAIMS, LIENS, SUITS, DEMANDS AND ACTIONS FOR DAMAGES, INJURIES TO PERSONS (INCLUDING DEATH), PROPERTY DAMAGE (INCLUDING LOSS OF USE) AND EXPENSES, (INCLUDING COURT COSTS, ATTORNEYS' FEES AND OTHER REASONABLE COSTS OF LITIGATION) ARISING OUT OF OR RESULTING FROM CONTRACTOR'S WORK AND ACTIVITIES CONDUCTED IN CONNECTION WITH OR INCIDENTAL TO THIS AGREEMENT AND FROM ANY LIABILITY ARISING OUT OF OR RESULTING FROM INTENTIONAL ACTS OR NEGLIGENCE OF THE CONTRACTOR, INCLUDING ALL SUCH CAUSES OF ACTION BASED UPON COMMON, CONSTITUTIONAL OR STATUTORY LAW, OR BASED IN WHOLE OR

IN PART UPON THE NEGLIGENT OR INTENTIONAL ACTS OR OMISSIONS OF CONTRACTOR, INCLUDING BUT NOT LIMITED TO ITS OFFICERS, AGENTS, EMPLOYEES, SUBCONTRACTORS, LICENSEES, INVITEES AND OTHER PERSONS.

12.2 IT IS THE EXPRESS INTENTION OF THE PARTIES HERETO, BOTH THE CITY AND CONTRACTOR, THAT THE INDEMNITY PROVIDED FOR IN THIS AGREEMENT INDEMNIFIES AND PROTECTS THE CITY FROM THE CONSEQUENCES OF CONTRACTOR'S OWN NEGLIGENCE.

12.3 CONTRACTOR FURTHER AGREES THAT IT SHALL AT ALL TIMES EXERCISE REASONABLE PRECAUTIONS ON BEHALF OF, AND BE SOLELY RESPONSIBLE FOR, THE SAFETY OF ITS OFFICERS, AGENTS, EMPLOYEES, SUBCONTRACTORS, LICENSEES, INVITEES AND OTHER PERSONS, AS WELL AS THEIR PROPERTY, WHILE IN THE VICINITY WHERE THE WORK IS BEING DONE. IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT CITY SHALL NOT BE LIABLE OR RESPONSIBLE FOR THE NEGLIGENCE OR OTHER FAULT OF THE CONTRACTOR, ITS OFFICERS, AGENTS, EMPLOYEES, SUBCONTRACTORS, LICENSEES, INVITEES OR OTHER PERSONS ASSOCIATED WITH THE CONTRACTOR.

12.4 CONTRACTOR AGREES TO INDEMNIFY AND SAVE THE CITY HARMLESS FROM ALL CLAIMS GROWING OUT OF ANY DEMANDS OF SUBCONTRACTORS, LABORERS, WORKERS, MECHANICS, MATERIAL MEN AND FURNISHERS OF SUPPLIES, EQUIPMENT, FINANCING OR ANY OTHER GOODS OR SERVICES, TANGIBLE OR INTANGIBLE. WHEN THE CITY SO DESIRES, CONTRACTOR SHALL FURNISH SATISFACTORY EVIDENCE THAT ALL OBLIGATIONS OF THE NATURE HEREINABOVE DESIGNATED HAVE BEEN PAID, DISCHARGED OR WAIVED.

12.5 CITY SHALL HAVE THE RIGHT TO SELECT OR TO APPROVE DEFENSE COUNSEL TO BE RETAINED BY CONTRACTOR IN FULFILLING ITS OBLIGATION HEREUNDER TO DEFEND AND INDEMNIFY THE CITY, UNLESS SUCH RIGHT IS EXPRESSLY WAIVED BY THE CITY IN WRITING. CITY RESERVES THE RIGHT TO PROVIDE A PORTION OR ALL OF ITS OWN DEFENSE; HOWEVER, CITY IS UNDER NO OBLIGATION TO DO SO. ANY SUCH ACTION BY CITY IS NOT TO BE CONSTRUED AS A WAIVER OF CONTRACTOR'S OBLIGATION TO DEFEND THE CITY OR AS A WAIVER OF CONTRACTOR'S OBLIGATION TO INDEMNIFY CITY PURSUANT TO THIS AGREEMENT. CONTRACTOR SHALL RETAIN CITY APPROVED DEFENSE COUNSEL WITHIN SEVEN (7) BUSINESS DAYS OF CITY'S WRITTEN NOTICE THAT THE CITY IS INVOKING ITS RIGHT TO INDEMNIFICATION UNDER THIS AGREEMENT. IF CONTRACTOR FAILS TO RETAIN COUNSEL WITHIN SUCH TIME PERIOD, CITY SHALL HAVE THE RIGHT TO RETAIN DEFENSE COUNSEL ON ITS OWN BEHALF, AND CONTRACTOR SHALL BE LIABLE FOR ALL COSTS INCURRED BY THE CITY.

Article XIII
Miscellaneous

13.1 Entire Agreement. This Agreement constitutes the sole and only agreement between the Parties and supersedes any prior understandings written or oral agreements between the Parties with respect to this subject matter.

13.2 Authorization. Each Party represents that it has full capacity and authority to grant all rights and assume all obligations granted and assumed under this Agreement.

13.3 Assignment. Contractor may not assign this Agreement in whole or in part without the prior written consent of the City. In the event of an assignment by Contractor to which the City has consented, the assignee shall agree in writing with the City to personally assume, perform, and be bound by all the covenants, and obligations contained in this Agreement.

13.4 Successors and Assigns. Subject to the provisions regarding assignment, this Agreement shall be binding on and inure to the benefit of the Parties to it and their respective heirs, executors, administrators, legal representatives, successors and assigns.

13.5 Governing Law. The laws of the State of Texas shall govern this Agreement; and venue for any action concerning this Agreement shall be in Ellis County, Texas. The Parties agree to submit to the personal and subject matter jurisdiction of said Court.

13.6 Amendments. This Agreement may be amended by the mutual written agreement of the Parties.

13.7 Severability. In the event any one or more of the provisions contained in this 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 provisions, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

13.8 Survival of Covenants. Any of the representations, warranties, covenants, and obligations of the Parties, as well as any rights and benefits of the Parties, pertaining to a period of time following the termination of this Agreement shall survive termination.

13.9 Recitals. The recitals to this Agreement are incorporated herein.

13.10 Notice. Any notice required or permitted to be delivered hereunder may be sent by first class mail, overnight courier or by confirmed telefax or facsimile to the address specified below, or to such other party or address as either party may designate in writing, and shall be deemed received three (3) days after delivery set forth herein:

If intended for the City:	With Copy to:
Clifford Blackwell	Kellie L. McKee

City Manager
City of Glenn Heights
1938 S. Hampton Rd.
Glenn Heights, Texas 75154

Nichols, Jackson, Dillard, Hager & Smith, L.L.P.
500 North Akard Street
Suite 1800
Dallas, Texas 75201

If intended for Contractor:

Priority Group, Inc.
Paul E. Williams, Principal
Edge Creek Plaza
3939 East US Hwy 80, Suite 143P
Mesquite, Texas 75150

13.11 Counterparts. This Agreement may be executed by the Parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument. Each counterpart may consist of any number of copies hereof each signed by less than all, but together signed by all of the Parties hereto.

13.12 Exhibits. The exhibits attached hereto are incorporated herein and made a part hereof for all purposes.

13.13 Audits and Records. Contractor agrees that during the term hereof, the City and its representatives may, during normal business hours and as often as deemed necessary, inspect, audit, examine and reproduce any and all of Contractor's records relating to the services provided pursuant to this Agreement for a period of one year following the date of completion of services as determined by City or date of termination if sooner.

13.14 Conflicts of Interests. Contractor represents that no official or employee of City has any direct or indirect pecuniary interest in this Agreement.

13.15 Compliance with Federal, State & Local Laws. Contractor shall comply in performance of services under the terms of this Agreement with all applicable laws, ordinances and regulations, judicial decrees or administrative orders, ordinances, and codes of federal, state and local governments, including all applicable federal clauses.

13.16 Force Majeure. No Party will be liable for any default or delay in the performance of its obligations under this Agreement if and to the extent such default or delay is caused, directly or indirectly, by fire, flood, earthquake, elements of nature or acts of God, riots, civil disorders, acts of terrorism or any similar cause beyond the reasonable control of such party, provided that the non-performing party is without fault in causing such default or delay. The non-performing Party agrees to use commercially reasonable efforts to recommence performance as soon as possible.

13.17 Boycott Israel; Boycott Energy Companies; and Prohibition of Discrimination against Firearm Entities and Firearm Trade Associations.

(a) Contractor verifies that it does not Boycott Israel and agrees that during the term of the Agreement will not Boycott Israel as that term is defined in Texas Government Code Section 808.001, as amended.

(b) Contractor verifies that it does not Boycott Energy Companies and agrees that during the term of this Agreement will not Boycott Energy Companies as that term is defined in Texas Government Code Section 809.001, as amended.

(c) Contractor verifies that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association as those terms are defined in Texas Government Code Section 2274.001, as amended; and (ii) will not discriminate during the term of this Agreement against a firearm entity or firearm trade association.

(d) This section does not apply if Contractor is a sole proprietor, a non-profit entity, or a governmental entity; and only applies if: (i) Contractor has ten (10) or more fulltime employees and (ii) this Agreement has a value of $100,000.00 or more to be paid under the terms of this Agreement.

13.18 Nondisclosure of Proprietary Information. Contractor shall consider all information provided by City and all reports, studies, and other documents resulting from Contractor's performance of this service to be proprietary unless such information is available from public sources. Contractor shall not publish or disclose proprietary information for any purpose other than the performance of the services without the prior written authorization of City or in response to legal process. Contractor shall maintain all originals in Contractor's files for a period of not less than five years from the final report and shall provide City access to and the right to examine and copy information contained in the files pertaining to the services. In the rights of access, examination, and copying thereunder shall continue until the final disposition of any litigation, appeals, claims, or arbitration.

(signature page to follow)

EXECUTED this _____ day of _____, 2026.

City of Glenn Heights, Texas

By: _____
Clifford Blackwell, City Manager

Approved as to form:

By: _____
Kellie L. McKee., City Attorney

EXECUTED this 16 day of April, 2026.

Priority Group, Inc.

By: Paul E. Williams, PE
Name: Paul E Williams, PE
Title: Co-owner / Vice President

EXHIBIT "A"
Contractor's Scope of Services

I. SERVICES TO BE PROVIDED BY PGI:

A. Design Phase Services
   a. Generally, PGI will serve as City's Project Manager
   b. Attend and/or conduct internal design process meetings with Contractor.
   c. Attend public meetings and/or external public entity meetings.
   d. Perform design plan set reviews for content, accuracy, and compliance to specifications, at project milestones (60, 90, and 100%)
   e. Perform constructability reviews at project milestones (60, 90, and 100%).
   f. Review Contractor's estimated construction cost estimate.
   g. Coordinate utility engineering activities and/or relocations.
   h. Coordinate ROW activities and/or acquisitions.
   i. Review and coordinate bid proposal documents.
   j. Coordinate and expedite Contractor RFIs before letting.

B. Construction Phase Services (CEI). PGI shall administer the contract in accordance with Items 1-9 of TxDOT's Standard Specifications for the Construction and Maintenance of Highways, Streets and Bridges (Spec Book). The work shall consist of managing the construction of specific operations and performing various CEI services, that include, but are not limited to, the following:
   a. Contract Administration
   b. Attend pre-bid conferences.
   c. Attend and document Formal and Informal Partnering Meetings.
   d. Changes in the Work
      i. Provide the estimated cost of change orders and assist with negotiations, if requested.
      ii. Develop plans to address design needs due to field changes. Inspection of this work shall be done by a firm other than the one providing the design. This work must not address errors and omissions.
      iii. Identify and make recommendations to the State for the corrections of plan errors and omissions, substitutions, defects, and deficiencies in the work of the contractor, subcontractors, vendors, or others.
      iv. Identify and address Differing Site Conditions
      v. Assist with negotiations related to Requests for Additional Compensation
      vi. Assist negotiating dispute resolutions.

C. Control of Work
   a. Track all shop drawing submittals, reviews, and approvals.
   b. Review work schedule, plan changes, construction issues, traffic changes, and public information topics, including review and approval of the contractor's baseline schedule as well as monitoring the schedule.
   c. Evaluate conformity with plans, specifications, and special provisions.
   d. Review construction surveying.
   e. Perform inspection related to the following:
      i. Environmental requirements
      ii. Traffic control plans, traffic control setup, and devices

iii. Preparing right of way (ROW), clearing and grubbing, removing concrete, and others
iv. Excavation, Embankment, Borrow and Flex Base
v. Lime Fly Ash or Lime-Fly Ash Treated Subgrade and Base, Cement Treated Subgrade and Base, Asphalt Treatment (Plant Mix)
vi. Surface Treatments, Hot-Mix Asphalt Pavements, Permeable Friction Course
vii. Basic Reinforced Concrete, Batch Plant Inspection
viii. Drainage Systems and Pre-cast Items, Earthwork for Structures, Miscellaneous Concrete Structures (Sidewalks, Driveways, Curb & Gutter, Medians, Islands)
ix. Landscape and Revegetation, Topsoil, Compost
x. Sodding, Seeding, Soil Retention Blanket
xi. Mechanically Stabilized Earth (MSE) Retaining Walls, Drilled Shaft Walls, Stone
xii. Column Walls, Cast-in-Place Walls, Soil Nail Retaining Walls
xiii. Foundations (Pile Driving), Foundations (Drilled Shafts), Substructures (Columns, Caps, Footings, Culverts)
xiv. Superstructures (Decks, Setting and Grading Beams, Girders and Rails)
xv. Concrete Pavements, Cleaning and Sealing Joints and Cracks
xvi. Concrete Traffic Barrier, Metal Beam Guard Fence (MBGF), Guardrail End Treatments, Crash Cushion Attenuators.
xvii. Permanent Signing and Supports, Striping, Prefab Pavement markings, Raised
xviii. Pavement Markers.
xix. Traffic Signals and Illumination, High Mast Illumination, Intelligent Transportation System (ITS)
xx. Structural Bolting and Large Diameter Foundation Bolts.
xxi. Aesthetic Details
xxii. Other assets as installed.

D. Final Acceptance
   a. Prepare and maintain a punchlist
   b. Perform Final Inspection
   c. Verify Cleanup
   d. Verify Removal of Traffic Control Devices
   e. Verify final quantities

E. Control of Materials.
   a. Verify that materials are procured in compliance with Buy America and Buy Texas provisions (Form 1818 and Mill Test Report).
   b. Verify all materials meet specifications and are performing as designed.
   c. Verify that all manufacturer warranties are provided as required.
   d. Perform material testing and inspection at various locations, including laboratory, field, plant, and stockpile, utilizing required methods and equipment. Sources of materials to be evaluated may include:
      i. Stored materials
      ii. Materials found on the ROW

iii. Recycled materials
iv. Hazardous materials
v. Surplus materials

F. Legal Relations and Responsibilities.
   a. Ensure CEI team members follow the State's ethics policy regarding relationship with the Contractor. Engineer shall notify State when any ethics-related issues arise.
   b. Safety
      i. Organize and attend a Safety Preconstruction Meeting
      ii. Monitor the project for public safety and efficiency issues.
      iii. Monitor contractor operations for safety and shut down unsafe operations as discussed in the safety preconstruction meeting.
      iv. Monitor the contractors' traffic control every day the contractor works, checking the entire project from the traveling public's perspective to ensure thoroughness, clarity, and appropriateness of all traffic control devices.
      v. Perform monthly one day and one nighttime inspection of Traffic Control devices.
   c. Monitor contractor's and subcontractors' compliance with applicable laws.
   d. Verify that contractor has acquired all required permits, training, and licenses.
   e. Perform inspections required by Storm Water Pollution Prevention Plan (SWP3), erosion control measures, and Municipal Separate Storm Sewer System (MS4) inspections.
   f. Monitor cultural or natural resource sites within the project limits as shown on the plans or as discovered.
   g. Verify that contractor has satisfactorily completed all work for which he is responsible.
   h. Verify that all electrical requirements have be satisfied.
   i. Verify contractor's payroll and perform appropriate wage rate surveys.

G. Prosecution and Progress.
   a. Monitor prosecution of work.
   b. Prior to Contractor's use of a subcontractor on the project, verify that the subcotractor has been approved by State. If that subcontractor has not been approved by State, notify State of Contractor's intended use of an unapproved subcontractor.
   c. Contract time charges
      i. Develop daily work reports (DWRs).
      ii. Maintain all job records including documents such as test reports, emails and other
      iii. correspondence, and material tickets.
      iv. Maintain all documentation using the electronic filing system preferred by the TxDOT district.
      v. Track road user cost and milestone incentives and disincentives.
   d. Project Schedules
      i. Analyze time impact analysis (TIA's) if contractor requests more time.
      ii. Analyze contractor's schedules on a monthly basis.
      iii. Perform Critical Path Methodology (CPM) schedule analysis.
      iv. Create and maintain a Project Schedule Status Report (PSSR).

H. Measurement and Payment.
    a. Perform measurement and documentation of quantities on appropriate forms and in accordance with appropriate specifications and bid item descriptions.
    b. Prepare progress payments by established deadlines.
    c. Monitor Materials on Hand and provide payment in monthly progress payments.
    d. Develop Change Orders as appropriate for Payment of Extra Work
    e. Monitor Contractor's compliance with contract provisions related to payments to subproviders.

I. Prepare Project Closeout.
    a. Perform Final Inspection in conjunction with the State's Engineer as requested by the State.
    b. Provide as-built plans.
    c. Prepare all project records for electronic storage as requested or approved by the State

II. SERVICES AND INFORMATION TO BE PROVIDED BY CLIENT:

A. Special Terms, Deadlines, Comments, etc.:
    a. If this agreement is not executed within 30 days from the date shown at the top of the agreement, the agreement is invalid.
    b. Any additional services requested by City will be performed according to the hourly rates as listed in this Agreement.

III. FEES

A. Fee Type – Phase Fee not to exceed $3,510,000.00
B. Fee Schedule and Compensation
    a. Invoices and compensation will occur monthly. Invoice amounts and will be a percentage of the total fee.
C. Schedule of Per Contract Standard Hourly Rates
    a. Standard Hourly Rates are subject to annual review and adjustment. Hourly rates for services in effect on the date of the Agreement:

STAFF CLASSIFICATION	HOURLY RATE
Project Manager	$202.00
Inspector	$105.00
RecordKeeper	$95.00
Superintendent	$145.00
Engineer-In-Training (EIT)	$80.00
Design Technician	$70.00
CADD Technician	$60.00

EXHIBIT "B"
Insurance Requirements

Procurement and Evidence of Insurance. Contractor must provide City with a certificate or copy of its insurance policy(s) evidencing the coverage and coverage provisions identified below no later than ten (10) days prior to the Performance. All insurance companies and coverage must be authorized by the Texas Department of Insurance to transact business in the State of Texas and must have an A.M. Best's rating A- or greater.

All such insurance, with the exception of workers compensation, shall name City as an additional insured and provide for a waiver of subrogation against City for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of the insurance. Each policy and renewals or replacements thereof shall provide that it will not be canceled, non-renewed or material change except with thirty (30) days advance written notice to City. Evidence of such insurance shall be provided to City by delivering certificate(s) of insurance and policy endorsements.

Coverage and Limits. The insurance required under this paragraph shall provide for the following coverages and limits:

a. Workers' compensation and employers' liability insurance as required by applicable law and the Special Provisions to this Agreement.

b. Commercial general liability insurance for bodily injury and property damage, including limited contractual liability coverage in not less than the following amounts:

   i. General Aggregate Limit $2,000,000 each occurrence and

   ii. Each Occurrence Limit $1,000,000 each occurrence.

Commercial automobile liability insurance coverage, including non-owned and hired, covering all owned, hired or non-owned vehicles including the loading or unloading thereof with limits not less than $1,000,000.

AGENDA SUMMARY SHEET
May 5, 2026

AGENDA, ITEM 5

Discussion and take action to approve Resolution R-18-26, awarding the bids for the Cinnamon Springs Water Line Replacement Project, RFB 2025-134, to QKB, Inc. in the amount not to exceed $1,552,650.00; obligation of $230,950.00 remainder of ARPA Funds for use towards project; authorizing use of the City's American Rescue Plan Act ("ARPA") Funds for such payment; authorizing the City Manager to execute all necessary and related documents and to disburse the funds for said project. (Andrew Waits, Director of Public Works)

Motion	
Second	
For	Brown, Bruton, Mosley, Allen, Hobbs, Lightfoot, Washington
Against	Brown, Bruton, Mosley, Allen, Hobbs, Lightfoot, Washington
Abstain	
Approve/ Deny/ Table	

CITY OF GLENN HEIGHTS, TEXAS
RESOLUTION NO. R-18-26

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GLENN HEIGHTS, TEXAS, AWARDING THE BIDS FOR THE CINNAMON SPRINGS WATER LINE REPLACEMENT PROJECT, RFB 2025-134, TO QKB, INC. IN THE AMOUNT NOT TO EXCEED $1,552,650.00; OBLIGATION OF $230,950.00 REMAINDER OF ARPA FUNDS FOR USE TOWARDS PROJECT; AUTHORIZING USE OF THE CITY'S AMERICAN RESCUE PLAN ACT ("ARPA") FUNDS FOR SUCH PAYMENT; AUTHORIZING THE CITY MANAGER TO EXECUTE ALL NECESSARY AND RELATED DOCUMENTS AND TO DISBURSE THE FUNDS FOR SAID PROJECT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Glenn Heights, Texas was granted an allocation of American Rescue Plan Act ("ARPA") Coronavirus State and Local Fiscal Recovery Funds totaling $2,000,000.00; and

WHEREAS, the City of Glenn Heights, Texas has obligated $2,000,000.00 of the American Rescue Plan Act ("ARPA") funds to the Final; and

WHEREAS, it is the responsibility of the City of Glenn Heights to maintain public infrastructure, including water line replacement; and

WHEREAS, the City of Glenn Heights has identified the Cinnamon Springs Water Line Replacement Project as a Capital Improvement Project (the "Project") in the Fiscal Year 2025-2026 Budget; and

WHEREAS, QKB, Inc. has provided the bid for Cinnamon Springs Water Line Replacement Project is $1,552,650.00; and

WHEREAS, the City of Glenn Heights has taken sealed bids and City staff is recommending award to the bidder providing the best value to the City of Glenn Heights; and

WHEREAS, the City Council of the City of Glenn Heights, Texas desires to award the contract; and

WHEREAS, the City Council of the City of Glenn Heights, Texas desires to obligate, $230,950.00, the remainder of the American Rescue Plan Act ("ARPA") Coronavirus State and Local Fiscal Recovery Funds toward any contingencies in relation to the contract; and

WHEREAS, the City Council of the City of Glenn Heights, Texas, finds that the Agreement should be accepted and that the City Manager should be authorized to accept and execute the Agreement on the City's behalf, which the Council finds and determines is in the best interests of the citizens of the City.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GLENN HEIGHTS, TEXAS. THAT:

SECTION 1. The Bid for the construction of the Cinnamon Springs Water Line Replacement Project is hereby awarded to QKB, Inc. in the amount totaling $1,552,650.00.

SECTION 2. The City Manager is authorized, after approval of the City Attorney, to execute a contract with QKB, Inc. in the amount totaling $1,552,650.00.

SECTION 3. The City Manager is authorized, after approval of the City Attorney, to utilize the remainder funds, in the amount of $230,950.00, toward any contingencies in relation to the contract; and

SECTION 4. The City Council desires to utilize all available American Rescue Plan Act ("ARPA") funds available for the project.

SECTION 5. This Resolution shall take effect immediately upon its passage.

DULY RESOLVED AND ADOPTED by the City Council of the City of Glenn Heights, Texas, this the 5th day of May, 2026.

CITY OF GLENN HEIGHTS, TEXAS

_____
Sonja A. Brown, Mayor

ATTEST:

_____
Brandi Brown, City Secretary

APPROVED AS TO FORM:

_____
Kellie L. McKee, City Attorney

STATE OF TEXAS §
§ **CONTRACTOR SERVICES AGREEMENT**
COUNTY OF DALLAS §

This Contractor Services Agreement (the "Agreement") is made by and between the City of Glenn Heights, Texas ("City") and QKB, Inc. ("Contractor") (each a "Party" and collectively the "Parties"), acting by and through their authorized representatives.

RECITALS:

WHEREAS, City desires to engage the services of Contractor as an independent contractor and not as an employee in accordance with the terms and conditions set forth in this Agreement; and

WHEREAS, Contractor desires to render waterline replacement services within the corporate limits of the City, at the locations set forth and identified in the Scope of Work, which is attached hereto as Exhibit "A";

NOW THEREFORE, in exchange for the mutual covenants set forth herein and other valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the Parties agree as follows:

Article I
Term

1.1 The Initial Term of this Agreement shall commence on the last day of execution hereof (the "Effective Date") and continue for a period of 240 days, unless sooner terminated as provided herein.

1.2 City may terminate this Agreement, with or without cause, by giving Contractor thirty (30) days prior written notice. In the event of such termination, Contractor shall be entitled to compensation for any services completed to the reasonable satisfaction of the City in accordance with this Agreement prior to such termination.

Article II
Contract Documents

2.1. This Agreement consists of the following items:

(a) This Agreement; and

(b) Scope of Services provided by Contractor (attached as Exhibit "A").

2.2 In the event there exists a conflict in interpretation, the documents shall control in the order listed above. These documents shall be referred to collectively as "Contract Documents."

Article III
Scope of Services

The Parties agree that Contractor shall perform the drywall and remodeling services under this Agreement, at locations specified by the City, as identified and set forth in Exhibit "A".

Article IV
Schedule of Work

Contractor agrees to commence services upon a Notice to Proceed from the City and to perform the required services in accordance with a schedule mutually agreed upon by the City and Contractor. Any work performed or expenses incurred by Contractor prior to Contractor's receipt of a Notice to Proceed from the City shall be entirely at Contractor's own risk.

Article V
Compensation

5.1 City shall compensate Contractor in the amount of One Million Five Hundred Fifty Two Thousand Six Hundred and Fifty Dollars and No Cents ($1,552,650.00.) as set forth in Exhibit "A" for the Term of this Agreement.

5.2 City shall pay Contractor within thirty (30) days after completion of the Project and City's approval and acceptance of the work performed by Contractor on the Project. Contractor must submit a proper invoice with no errors or discrepancies and that all work noted on the invoice has been completed. Any errors, discrepancies or the invoicing of work not completed may result in a delay in payment.

5.3 Contractor shall be responsible for all expenses related to the services provided pursuant to this Agreement including, but not limited to, travel, copying and facsimile charges, reproduction charges, and telephone, internet and e-mail charges.

Article VI
Devotion of Time; Personnel; and Equipment

6.1 Contractor shall devote such time as reasonably necessary for the satisfactory performance of the work under this Agreement. Should City require additional services not included under this Agreement, Contractor shall make reasonable efforts to provide such additional services at mutually agreed charges or rates, and within the time schedule prescribed by City, and without decreasing the effectiveness of the performance of services required under this Agreement.

6.2 To the extent reasonably necessary for Contractor to perform the services under this Agreement, Contractor shall be authorized to engage the services of any agents, assistants, persons, or corporations that Contractor may deem proper to aid or assist in the performance of the services under this Agreement. The cost of such personnel and assistance shall be borne exclusively by Contractor.

6.3 Contractor shall furnish the facilities, equipment, telephones, facsimile machines, email facilities, and personnel necessary to perform the services required under this Agreement unless otherwise provided herein.

Article VII
Relationship of Parties/Independent Contractor

It is understood and agreed by and between the Parties that in satisfying the conditions of this Agreement, Contractor is acting independently, and that the City assumes no responsibility or liabilities to any third party in connection with these actions. All services to be performed by Contractor pursuant to this Agreement shall be in the capacity of an independent contractor, and not as an agent or employee of the City. Contractor shall supervise the performance of its services and shall be entitled to control the manner and means by which its services are to be performed, subject to the terms of this Agreement. As such, the City shall not: train Contractor, require Contractor to complete regular oral or written reports, require Contractor devote its full-time services to the City, or dictate Contractor's sequence of work or location at which Contractor performs its work.

Article VIII
Suspension of Work

The City shall have the right to immediately suspend work by Contractor if City determines in its sole discretion that Contractor has, or will fail to perform, in accordance with this Agreement. In such event, any payments due Company shall be suspended until Contractor has taken satisfactory corrective action.

Article IX
Availability of Funds

If monies are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, this Agreement shall be canceled, and Contractor may only be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of services delivered under this Agreement or which are otherwise not recoverable. The cost of cancellation may be paid from any appropriations for such purposes.

Article X
Insurance

10.1 Procurement and Evidence of Insurance. Prior to commencing the Services, and continuing until all Services to be performed under this Agreement have been completed, Contractor shall purchase and maintain insurance with a company or companies qualified to do business in Texas and rated at least "A" by AM Best or other equivalent rating service. All such insurance, with the exception of workers compensation, shall name City as an additional insured and provide for a waiver of subrogation against City for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of the insurance. Each policy and renewals or replacements thereof shall provide that it will not be canceled, non-renewed or

material change except with thirty (30) days advance written notice ten (10) days for non-payment of premium) to City. Evidence of such insurance shall be provided to City by delivering certificates of insurance.

10.2 Coverage and Limits. The insurance required under this paragraph shall provide for the following coverages and limits:

a. Workers' compensation and employers' liability insurance as required by applicable law and the Special Provisions to this Agreement.

b. Commercial general liability insurance for bodily injury and property damage, including limited contractual liability coverage in not less than the following amounts:

i. General Aggregate Limit $2,000,000 each occurrence and

ii. Each Occurrence Limit $1,000,000 each occurrence.

10.3 Commercial automobile liability insurance coverage, including non-owned and hired, covering all owned, hired or non-owned vehicles including the loading or unloading thereof with limits not less than $1,000,000.

10.4 Umbrella liability insurance covering all operations with limits of liability not less than:

Bodily Injury and Property Damage Liability
$5,000,000 each occurrence
$5,000,000 aggregate

Article XI
Indemnification

CITY SHALL NOT BE LIABLE FOR ANY LOSS, DAMAGE, OR INJURY OF ANY KIND OR CHARACTER TO ANY PERSON OR PROPERTY ARISING FROM THE SERVICES OF CONTRACTOR PURSUANT TO THIS AGREEMENT. CONTRACTOR HEREBY WAIVES ALL CLAIMS AGAINST THE CITY, ITS OFFICERS, AGENTS AND EMPLOYEES (COLLECTIVELY REFERRED TO IN THIS SECTION AS "THE CITY") FOR DAMAGE TO ANY PROPERTY OR INJURY TO, OR DEATH OF, ANY PERSON ARISING AT ANY TIME AND FROM ANY CAUSE OTHER THAN THE NEGLIGENCE OR WILLFUL MISCONDUCT OF THE CITY. CONTRACTOR AGREES TO INDEMNIFY, DEFEND, AND SAVE HARMLESS THE CITY FROM AND AGAINST ANY AND ALL LIABILITIES, DAMAGES, CLAIMS, SUITS, COSTS (INCLUDING COURT COSTS, ATTORNEYS' FEES AND COSTS OF INVESTIGATION) AND ACTIONS BY REASON OF INJURY TO OR DEATH OF ANY PERSON OR DAMAGE TO OR LOSS OF PROPERTY TO THE EXTENT CAUSED BY THE CONTRACTOR'S NEGLIGENT PERFORMANCE OF SERVICES UNDER THIS AGREEMENT OR BY REASON OF ANY ACT OR OMISSION ON THE PART OF CONTRACTOR,

ITS OFFICERS, DIRECTORS, SERVANTS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, SUBCONTRACTORS, LICENSEES, SUCCESSORS OR PERMITTED ASSIGNS (EXCEPT WHEN SUCH LIABILITY, CLAIMS, SUITS, COSTS, INJURIES, DEATHS OR DAMAGES ARISE FROM OR ARE ATTRIBUTED TO SOLE NEGLIGENCE OF THE CITY). IF ANY ACTION OR PROCEEDING SHALL BE BROUGHT BY OR AGAINST THE CITY IN CONNECTION WITH ANY SUCH LIABILITY OR CLAIM, CONTRACTOR, ON NOTICE FROM THE CITY, SHALL DEFEND SUCH ACTION OR PROCEEDINGS AT CONTRACTOR'S EXPENSE, BY OR THROUGH ATTORNEYS REASONABLY SATISFACTORY TO THE CITY. CONTRACTOR'S OBLIGATIONS UNDER THIS SECTION SHALL NOT BE LIMITED TO THE LIMITS OF COVERAGE OF INSURANCE MAINTAINED OR REQUIRED TO BE MAINTAINED BY CONTRACTOR UNDER THIS AGREEMENT. THIS PROVISION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

Article XII
Miscellaneous

12.1 Entire Agreement. This Agreement constitutes the sole and only agreement between the Parties and supersedes any prior understandings written or oral agreements between the Parties with respect to this subject matter.

12.2 Authorization. Each Party represents that it has full capacity and authority to grant all rights and assume all obligations granted and assumed under this Agreement.

12.3 Assignment. Contractor may not assign this Agreement in whole or in part without the prior written consent of the City. In the event of an assignment by Contractor to which the City has consented, the assignee shall agree in writing with the City to personally assume, perform, and be bound by all the covenants, and obligations contained in this Agreement.

12.4 Successors and Assigns. Subject to the provisions regarding assignment, this Agreement shall be binding on and inure to the benefit of the Parties to it and their respective heirs, executors, administrators, legal representatives, successors and assigns.

12.5 Governing Law. The laws of the State of Texas shall govern this Agreement; and venue for any action concerning this Agreement shall be in Dallas County, Texas. The Parties agree to submit to the personal and subject matter jurisdiction of said Court.

12.6 Amendments. This Agreement may be amended by the mutual written agreement of the Parties.

12.7 Severability. In the event any one or more of the provisions contained in this 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 provisions, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

12.8 Survival of Covenants. Any of the representations, warranties, covenants, and obligations of the Parties, as well as any rights and benefits of the Parties, pertaining to a period of time following the termination of this Agreement shall survive termination.

12.9 Recitals. The recitals to this Agreement are incorporated herein.

12.10 Notice. Any notice required or permitted to be delivered hereunder may be sent by first class mail, overnight courier or by confirmed telefax or facsimile to the address specified below, or to such other party or address as either party may designate in writing, and shall be deemed received three (3) days after delivery set forth herein:

If intended for City, to

Clifford Blackwell
City Manager
City of Glenn Heights, Texas
1938 S Hampton Road
Glenn Heights, TX 75154
clifford.blackwell@glennheightstx.gov

With a copy to:

Kellie L. McKee
City Attorney
Nichols | Jackson
500 N. Akard Street
Dallas, Texas 75201
kmckee@nicholsjackson.com

If intended for Contractor, to:

QKB, Inc.
c/o Quinn Huynh
444 E. FM 1382 #D
Cedar Hill, Texas 75604

12.11 Counterparts. This Agreement may be executed by the Parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument. Each counterpart may consist of any number of copies hereof each signed by less than all, but together signed by all of the Parties hereto.

12.12 Exhibits. The exhibits attached hereto are incorporated herein and made a part hereof for all purposes.

12.13 Audits and Records. Contractor agrees that during the term hereof, the City and its representatives may, during normal business hours and as often as deemed necessary, inspect, audit, examine and reproduce any and all of Contractor's records relating to the services provided pursuant to this Agreement for a period of one year following the date of completion of services as determined by City or date of termination if sooner.

12.14 Conflicts of Interests. Professional represents that no official or employee of City has any direct or indirect pecuniary interest in this Agreement.

12.15 Compliance with Federal, State & Local Laws. Contractor shall comply in performance of services under the terms of this Agreement with all applicable laws, ordinances and regulations, judicial decrees or administrative orders, ordinances, and codes of federal, state and local governments, including all applicable federal clauses.

12.16 Force Majeure. No Party will be liable for any default or delay in the performance of its obligations under this Agreement if and to the extent such default or delay is caused, directly or indirectly, by fire, flood, earthquake, elements of nature or acts of God, riots, civil disorders, acts of terrorism or any similar cause beyond the reasonable control of such party, provided that the non-performing party is without fault in causing such default or delay. The non-performing Party agrees to use commercially reasonable efforts to recommence performance as soon as possible.

12.17 Boycott Israel; Boycott Energy Companies; and Prohibition of Discrimination against Firearm Entities and Firearm Trade Associations.

(a) Contractor verifies that it does not Boycott Israel and agrees that during the term of the Agreement will not Boycott Israel as that term is defined in Texas Government Code Section 808.001, as amended.

(b) Contractor verifies that it does not Boycott Energy Companies and agrees that during the term of this Agreement will not Boycott Energy Companies as that term is defined in Texas Government Code Section 809.001, as amended.

(c) Contractor verifies that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association as those terms are defined in Texas Government Code Section 2274.001, as amended; and (ii) will not discriminate during the term of this Agreement against a firearm entity or firearm trade association.

(d) This section does not apply if Contractor is a sole proprietor, a non-profit entity, or a governmental entity; and only applies if: (i) Contractor has ten (10) or more fulltime employees and (ii) this Agreement has a value of $100,000.00 or more to be paid under the terms of this Agreement.

12.18 No Excluded Nation or Foreign Terrorist Organization. Contractor certifies that Contractor is not engaged in active business operations within the Sudan, Iran, or a foreign terrorist organization and is not listed on the list of prohibited entities prepared and maintained by the Texas Comptroller of Public Accounts pursuant to Texas Government Code §§806,051, 807.051, or 2252.153.

(signature page to follow)

EXECUTED this _____ day of _____, 2026.

City of Glenn Heights, Texas

By: _____
Clifford Blackwell, City Manager

Approved as to form:

By: _____
Kellie L. McKee, City Attorney

EXECUTED this _____ day of _____, 2026.

Contractor

By: _____
Name: Quinn Huynh, QKB, Inc.

Title: CEO

EXHIBIT "A"
Scope of Services

See Attached:

Exhibit A-1 - Cinnamon Springs Water Line Replacement Project RFB 2025-134; and
Exhibit A-2 - Bid submission of QKB, Inc. in response to Cinnamon Springs Water Line Replacement Project RFB 2025-134.

City of Glenn Heights, Texas – American Rescue Plan Act (ARPA) Contract Addendum

Notice: The contract or purchase order to which this addendum is attached is made using federal assistance provided to the City of Glenn Heights, Texas by the US Department of Treasury under the American Rescue Plan Act ("ARPA"), Sections 602(b) and 603(b) of the Social Security Act, Pub. L. No. 117-2 (March 11, 2021).

The following terms and conditions apply to you, the contractor or vendor, as a contractor of the City of Glenn Heights, Texas, according to the City's Award Terms and Conditions issued through ARPA and its implementing regulations; and as established by the Treasury Department.

1. **Equal Opportunity**. Contractor shall comply with Executive Order 11246, "Equal Employment Opportunity," as amended by EO 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

2. **Minority and Women Business Enterprises (*if applicable to this Contract*)** Contractor hereby agrees to comply with the following when applicable: The requirements of Executive Orders 11625 and 12432 (concerning Minority Business Enterprise), and 12138 (concerning Women's Business Enterprise), ***when applicable.*** Accordingly, the Contractor hereby agrees to take affirmative steps to assure that women and minority businesses are utilized when possible as sources of supplies, equipment, construction and services. Affirmative steps shall include the following:

a. Including qualified women's business enterprises and small and minority businesses on solicitation lists;
b. Assuring that women's enterprises and small and minority businesses are solicited whenever they are potential sources;
c. When economically feasible, dividing total requirements into smaller tasks or quantities so as to permit maximum participation by small and minority business, and women's business enterprises;
d. Where the requirement permits, establishing delivery schedules which will encourage participation by women's business enterprises and small and minority business;
e. Using the services and assistance of the Small Business Administration, and the U.S. Office of Minority Business Development Agency of the Department of Commerce; and
f. If any subcontracts are to be let, requiring the prime Contractor to take the affirmative steps in a through e above.

   For the purposes of these requirements, a Minority Business Enterprise (MBE) is defined as an enterprise that is at least 51 percent owned and controlled in its daily operation by members of the following groups: Black, Hispanic, Asian or Pacific Islander, American Indian, or Alaskan Natives. A Women Business Enterprise (WBE) is defined as an enterprise that is at least 51 percent owned and controlled in its daily operation by women.

3. **Suspension and Debarment. (applies to all purchases.)**

a. This contract is a covered transaction for purposes of 2 CFR pt. 180 and 2 CFR pt. 3000.

As such, the Contractor is required to verify that none of Contractor's principals (defined at 2 CFR § 180.995) or its affiliates (defined at 2 CFR § 180.905) are excluded (defined at 2 CFR § 180.940) or disqualified (defined at 2 CFR § 180.935).

b. The Contractor must comply with 2 CFR pt. 180, subpart C and 2 CFR pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

c. This certification is a material representation of fact relied upon by the City of Glenn Heights, Texas. If it is later determined that the contractor did not comply with 2 CFR pt. 180, subpart C and 2 CFR pt. 3000, subpart C, in addition to remedies available to the City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

d. The Contractor agrees to comply with the requirements of 2 CFR pt. 180, subpart C and 2 CFR pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

4. Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352, as amended. (Applies to all purchases.) Contractor certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Contractor shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

Purchases over $100,000 - Contractors must sign the certification on the last page of this addendum

5. Access to Records. (applies to all purchases.)

a. The Contractor agrees to provide the City of Glenn Heights, Texas, the U.S. Department of Treasury, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions. The Contractor agrees to permit any of the foregoing parties to reproduce by any means or to copy excerpts and transcriptions as reasonably needed, and agrees to cooperate with all such requests.

b. The Contractor agrees to provide the Treasury Department or authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

c. No language in this contract is intended to prohibit audits or internal reviews by the Treasury Department or the Comptroller General of the United States.

6. Rights to Inventions Made Under a Contract or Agreement. Contracts or agreements

for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any applicable implementing regulations.

7. <u>Contract Work Hours and Safety Standards Act (40 U.S.C. 327 through 333)</u> (applies only to purchases over $100,000, when laborers or mechanics are used.) Where applicable, all contracts in excess of $100,000 that involve the employment of mechanics or laborers shall include a provision for compliance with 40 U.S.C. 3702 and 3704 of the Contract Work Hours and Safety Standards Act, as supplemented by Department of Labor regulations (29 CFR part 5). Under Section 3702 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard workweek of 40 hours. Work in excess of the standard workweek is permissible provided that the worker is compensated at a rate of not less than 1 1/2 times the basic rate of pay for all hours worked in excess of 40 hours in the workweek. The requirements of 40 U.S.C. 3704 are applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

8. <u>Clean Air Act & Federal Water Pollution Control Act</u> (applies to purchases of more than $150,000.

a. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
b. The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
c. The Contractor agrees to report each violation of the Clean Air Act and the Water Pollution Control Act to the City of Glenn Heights, Texas and understands and agrees that the City will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
d. Contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance.

9. <u>Prohibition on certain telecommunications and video surveillance services or equipment</u> <u>(Huawei and ZTE)</u>

Contractor is prohibited from obligating or expending loan or grant funds to:

a. Procure or obtain;

b. Extend or renew a contract to procure or obtain; or

c. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any

system. As described in Public Law 115–232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

- For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
- Telecommunications or video surveillance services provided by such entities or using such equipment.
- Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

10. Buy USA - Domestic Preference for certain procurements using federal funds. Contractor should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. For purposes of this section.

a. "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
b. "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

11. Procurement of Recovered Materials: (applies only if the work involves the use of materials)

a. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:
   - Competitively within a timeframe providing for compliance with the contract performance schedule;
   - Meeting contract performance requirements; or
   - At a reasonable price.
b. Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive- procurement-guideline-cpg-program.
c. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

12. **Publications**. Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [name of Recipient] by the U.S. Department of the Treasury."

13. **Increasing Seat Belt Use in the United States**. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Contractor is encouraged to adopt and enforce on-the-job seat belt policies and programs for your employees when operating company-owned, rented or personally owned vehicles.

14. **Reducing Text Messaging While Driving**. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Contractor is encouraged to adopt and enforce policies that ban text messaging while driving, and establish workplace safety policies to decrease accidents caused by distracted drivers.

- This form is required only for purchases of more than $100,000 -

31 CFR Part 21 – New Restrictions on Lobbying - CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of their knowledge and belief, that:

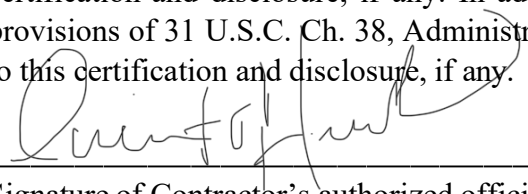
1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all contractors shall certify and disclose accordingly.

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

The Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Ch. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.



_____ Date: 4/25/2026

Signature of Contractor's authorized official

Quinn Huynh

(Print name of person signing above)

CEO

(Print title of person signing above)

AGENDA SUMMARY SHEET
May 5, 2026

AGENDA, ITEM 6

Discussion and take action to approve Resolution R-19-26, awarding the bid for the Uhl Road Repair Project, RFB 2026-134, to Level 1 Paving, Inc. in the amount not to exceed THREE HUNDRED AND SEVEN THOUSAND DOLLARS AND NO CENTS ($307,000.00); and authorizing the City Manager to execute such agreement in a form approved by the City Attorney. (Andrew Waits, Director of Public Works)

Motion	
Second	
For	Brown, Bruton, Mosley, Allen, Hobbs, Lightfoot, Washington
Against	Brown, Bruton, Mosley, Allen, Hobbs, Lightfoot, Washington
Abstain	
Approve/ Deny/ Table	

RESOLUTION NO. R-19-26

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GLENN HEIGHTS, TEXAS, AWARDING THE BID FOR THE UHL ROAD REPAIR PROJECT, RFB 2026-134, TO LEVEL 1 PAVING, INC. IN THE AMOUNT NOT TO EXCEED THREE HUNDRED AND SEVEN THOUSAND DOLLARS AND NO CENTS ($307,000.00); AND AUTHORIZING THE CITY MANAGER TO EXECUTE SUCH AGREEMENT IN A FORM APPROVED BY THE CITY ATTORNEY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, it is the responsibility of the City of Glenn Heights to maintain public infrastructure, including public streets and alleys; and

WHEREAS, the City of Glenn Heights has identified the Uhl Road Repair Project as a Capital Improvement Project (the "Project") in the Fiscal Year 2025-2026 Budget; and

WHEREAS, the City of Glenn Heights has taken sealed bids and City staff is recommending award to the lowest responsible bidder; and

WHEREAS, the City Council of the City of Glenn Heights, Texas desires to award the contract;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GLENN HEIGHTS, TEXAS. THAT:

SECTION 1. The Bid for the construction of the Uhl Road Repair Project is hereby awarded to Level 1 Paving, Inc. in the amount totaling Three Hundred and Seven Thousand Dollars and No Cents ($307,000.00).

SECTION 2. The City Manager is authorized, after approval of the City Attorney, to execute a contract with Level 1 Paving, Inc. in the amount totaling Three Hundred and Seven Thousand Dollars and No Cents ($307,000.00).

SECTION 5. This resolution shall take effect immediately from and upon its adoption and it is so resolved.

DULY RESOLVED AND ADOPTED by the City Council of the City of Glenn Heights, Texas, this the 5th day of May, 2026.

CITY OF GLENN HEIGHTS, TEXAS

_____

Sonja A. Brown, Mayor

ATTEST:

_____
Brandi Brown, City Secretary

APPROVED AS TO FORM:

_____
Kellie L. McKee, City Attorney

STATE OF TEXAS §
§ **CONTRACTOR SERVICES AGREEMENT**
COUNTY OF DALLAS §

This Contractor Services Agreement (the "Agreement") is made by and between the City of Glenn Heights, Texas ("City") and Level 1 Paving, Inc. ("Contractor") (each a "Party" and collectively the "Parties"), acting by and through their authorized representatives.

RECITALS:

WHEREAS, City desires to engage the services of Contractor as an independent contractor and not as an employee in accordance with the terms and conditions set forth in this Agreement; and

WHEREAS, Contractor desires to render concrete removal and grading services within the corporate limits of the City, at the locations set forth and identified in the Scope of Work, which is attached hereto as Exhibit "A";

NOW THEREFORE, in exchange for the mutual covenants set forth herein and other valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the Parties agree as follows:

Article I
Term

1.1 The Initial Term of this Agreement shall commence on the last day of execution hereof (the "Effective Date") and continue for a period of 180 days, unless sooner terminated as provided herein.

1.2 City may terminate this Agreement, with or without cause, by giving Contractor thirty (30) days prior written notice. In the event of such termination, Contractor shall be entitled to compensation for any services completed to the reasonable satisfaction of the City in accordance with this Agreement prior to such termination.

Article II
Contract Documents

2.1. This Agreement consists of the following items:

(a) This Agreement; and

(b) Scope of Services provided by Contractor (attached as Exhibit "A").

2.2 In the event there exists a conflict in interpretation, the documents shall control in the order listed above. These documents shall be referred to collectively as "Contract Documents."

Article III
Scope of Services

The Parties agree that Contractor shall perform the drywall and remodeling services under this Agreement, at locations specified by the City, as identified and set forth in Exhibit "A".

Article IV
Schedule of Work

Contractor agrees to commence services upon a Notice to Proceed from the City and to perform the required services in accordance with a schedule mutually agreed upon by the City and Contractor. Any work performed or expenses incurred by Contractor prior to Contractor's receipt of a Notice to Proceed from the City shall be entirely at Contractor's own risk.

Article V
Compensation

5.1 City shall compensate Contractor in the amount of Three Hundred and Seven Thousand Dollars and No Cents ($307,000.00) as set forth in Exhibit "A" for the Term of this Agreement.

5.2 City shall pay Contractor within thirty (30) days after completion of the Project and City's approval and acceptance of the work performed by Contractor on the Project. Contractor must submit a proper invoice with no errors or discrepancies and that all work noted on the invoice has been completed. Any errors, discrepancies or the invoicing of work not completed may result in a delay in payment.

5.3 Contractor shall be responsible for all expenses related to the services provided pursuant to this Agreement including, but not limited to, travel, copying and facsimile charges, reproduction charges, and telephone, internet and e-mail charges.

Article VI
Devotion of Time; Personnel; and Equipment

6.1 Contractor shall devote such time as reasonably necessary for the satisfactory performance of the work under this Agreement. Should City require additional services not included under this Agreement, Contractor shall make reasonable efforts to provide such additional services at mutually agreed charges or rates, and within the time schedule prescribed by City, and without decreasing the effectiveness of the performance of services required under this Agreement.

6.2 To the extent reasonably necessary for Contractor to perform the services under this Agreement, Contractor shall be authorized to engage the services of any agents, assistants, persons, or corporations that Contractor may deem proper to aid or assist in the performance of the services under this Agreement. The cost of such personnel and assistance shall be borne exclusively by Contractor.

6.3 Contractor shall furnish the facilities, equipment, telephones, facsimile machines, email facilities, and personnel necessary to perform the services required under this Agreement unless otherwise provided herein.

Article VII
Relationship of Parties/Independent Contractor

It is understood and agreed by and between the Parties that in satisfying the conditions of this Agreement, Contractor is acting independently, and that the City assumes no responsibility or liabilities to any third party in connection with these actions. All services to be performed by Contractor pursuant to this Agreement shall be in the capacity of an independent contractor, and not as an agent or employee of the City. Contractor shall supervise the performance of its services and shall be entitled to control the manner and means by which its services are to be performed, subject to the terms of this Agreement. As such, the City shall not: train Contractor, require Contractor to complete regular oral or written reports, require Contractor devote its full-time services to the City, or dictate Contractor's sequence of work or location at which Contractor performs its work.

Article VIII
Suspension of Work

The City shall have the right to immediately suspend work by Contractor if City determines in its sole discretion that Contractor has, or will fail to perform, in accordance with this Agreement. In such event, any payments due Company shall be suspended until Contractor has taken satisfactory corrective action.

Article IX
Availability of Funds

If monies are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, this Agreement shall be canceled and Contractor may only be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of services delivered under this Agreement or which are otherwise not recoverable. The cost of cancellation may be paid from any appropriations for such purposes.

Article X
Insurance

10.1 Procurement and Evidence of Insurance. Prior to commencing the Services and continuing until all Services to be performed under this Agreement have been completed, Contractor shall purchase and maintain insurance with a company or companies qualified to do business in Texas and rated at least "A" by AM Best or other equivalent rating service. All such insurance, with the exception of workers compensation, shall name City as an additional insured and provide for a waiver of subrogation against City for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of the insurance. Each policy and renewals or replacements thereof shall provide that it will not be canceled, non-renewed or

material change except with thirty (30) days advance written notice ten (10) days for non-payment of premium) to City. Evidence of such insurance shall be provided to City by delivering certificates of insurance.

10.2 Coverage and Limits. The insurance required under this paragraph shall provide for the following coverages and limits:

a. Workers' compensation and employers' liability insurance as required by applicable law and the Special Provisions to this Agreement.

b. Commercial general liability insurance for bodily injury and property damage, including limited contractual liability coverage in not less than the following amounts:

i. General Aggregate Limit $2,000,000 each occurrence and

ii. Each Occurrence Limit $1,000,000 each occurrence.

10.3 Commercial automobile liability insurance coverage, including non-owned and hired, covering all owned, hired or non-owned vehicles including the loading or unloading thereof with limits not less than $1,000,000.

10.4 Umbrella liability insurance covering all operations with limits of liability not less than:

Bodily Injury and Property Damage Liability
$5,000,000 each occurrence
$5,000,000 aggregate

Article XI
Indemnification

CITY SHALL NOT BE LIABLE FOR ANY LOSS, DAMAGE, OR INJURY OF ANY KIND OR CHARACTER TO ANY PERSON OR PROPERTY ARISING FROM THE SERVICES OF CONTRACTOR PURSUANT TO THIS AGREEMENT. CONTRACTOR HEREBY WAIVES ALL CLAIMS AGAINST THE CITY, ITS OFFICERS, AGENTS AND EMPLOYEES (COLLECTIVELY REFERRED TO IN THIS SECTION AS "THE CITY") FOR DAMAGE TO ANY PROPERTY OR INJURY TO, OR DEATH OF, ANY PERSON ARISING AT ANY TIME AND FROM ANY CAUSE OTHER THAN THE NEGLIGENCE OR WILLFUL MISCONDUCT OF THE CITY. CONTRACTOR AGREES TO INDEMNIFY, DEFEND, AND SAVE HARMLESS THE CITY FROM AND AGAINST ANY AND ALL LIABILITIES, DAMAGES, CLAIMS, SUITS, COSTS (INCLUDING COURT COSTS, ATTORNEYS' FEES AND COSTS OF INVESTIGATION) AND ACTIONS BY REASON OF INJURY TO OR DEATH OF ANY PERSON OR DAMAGE TO OR LOSS OF PROPERTY TO THE EXTENT CAUSED BY THE CONTRACTOR'S NEGLIGENT PERFORMANCE OF SERVICES UNDER THIS AGREEMENT OR BY REASON OF ANY ACT OR OMISSION ON THE PART OF CONTRACTOR, ITS OFFICERS, DIRECTORS, SERVANTS, AGENTS, EMPLOYEES,

REPRESENTATIVES, CONTRACTORS, SUBCONTRACTORS, LICENSEES, SUCCESSORS OR PERMITTED ASSIGNS (EXCEPT WHEN SUCH LIABILITY, CLAIMS, SUITS, COSTS, INJURIES, DEATHS OR DAMAGES ARISE FROM OR ARE ATTRIBUTED TO SOLE NEGLIGENCE OF THE CITY). IF ANY ACTION OR PROCEEDING SHALL BE BROUGHT BY OR AGAINST THE CITY IN CONNECTION WITH ANY SUCH LIABILITY OR CLAIM, CONTRACTOR, ON NOTICE FROM THE CITY, SHALL DEFEND SUCH ACTION OR PROCEEDINGS AT CONTRACTOR'S EXPENSE, BY OR THROUGH ATTORNEYS REASONABLY SATISFACTORY TO THE CITY. CONTRACTOR'S OBLIGATIONS UNDER THIS SECTION SHALL NOT BE LIMITED TO THE LIMITS OF COVERAGE OF INSURANCE MAINTAINED OR REQUIRED TO BE MAINTAINED BY CONTRACTOR UNDER THIS AGREEMENT. THIS PROVISION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

Article XII
Miscellaneous

12.1 Entire Agreement. This Agreement constitutes the sole and only agreement between the Parties and supersedes any prior understandings written or oral agreements between the Parties with respect to this subject matter.

12.2 Authorization. Each Party represents that it has full capacity and authority to grant all rights and assume all obligations granted and assumed under this Agreement.

12.3 Assignment. Contractor may not assign this Agreement in whole or in part without the prior written consent of the City. In the event of an assignment by Contractor to which the City has consented, the assignee shall agree in writing with the City to personally assume, perform, and be bound by all the covenants, and obligations contained in this Agreement.

12.4 Successors and Assigns. Subject to the provisions regarding assignment, this Agreement shall be binding on and inure to the benefit of the Parties to it and their respective heirs, executors, administrators, legal representatives, successors and assigns.

12.5 Governing Law. The laws of the State of Texas shall govern this Agreement; and venue for any action concerning this Agreement shall be in Dallas County, Texas. The Parties agree to submit to the personal and subject matter jurisdiction of said Court.

12.6 Amendments. This Agreement may be amended by the mutual written agreement of the Parties.

12.7 Severability. In the event any one or more of the provisions contained in this 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 provisions, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

12.8 Survival of Covenants. Any of the representations, warranties, covenants, and obligations of the Parties, as well as any rights and benefits of the Parties, pertaining to a period of time following the termination of this Agreement shall survive termination.

12.9 Recitals. The recitals to this Agreement are incorporated herein.

12.10 Notice. Any notice required or permitted to be delivered hereunder may be sent by first class mail, overnight courier or by confirmed telefax or facsimile to the address specified below, or to such other party or address as either party may designate in writing, and shall be deemed received three (3) days after delivery set forth herein:

If intended for City, to

Clifford Blackwell
City Manager
City of Glenn Heights, Texas
1938 S Hampton Road
Glenn Heights, TX 75154
clifford.blackwell@glennheightstx.gov

With a copy to:

Kellie L. McKee
City Attorney
Nichols | Jackson
500 N. Akard Street
Dallas, Texas 75201
kmckee@nicholsjackson.com

If intended for Contractor, to:

Level 1 Paving, Inc.
Attn: Brad Lowery
8002 Rector Road
Sanger, Texas 76266

12.11 Counterparts. This Agreement may be executed by the Parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument. Each counterpart may consist of any number of copies hereof each signed by less than all, but together signed by all of the Parties hereto.

12.12 Exhibits. The exhibits attached hereto are incorporated herein and made a part hereof for all purposes.

12.13 Audits and Records. Contractor agrees that during the term hereof, the City and its representatives may, during normal business hours and as often as deemed necessary, inspect, audit, examine and reproduce any and all of Contractor's records relating to the services provided pursuant to this Agreement for a period of one year following the date of completion of services as determined by City or date of termination if sooner.

12.14 Conflicts of Interests. Professional represents that no official or employee of City has any direct or indirect pecuniary interest in this Agreement.

12.15 Compliance with Federal, State & Local Laws. Contractor shall comply in performance of services under the terms of this Agreement with all applicable laws, ordinances and regulations, judicial decrees or administrative orders, ordinances, and codes of federal, state and local governments, including all applicable federal clauses.

12.16 Force Majeure. No Party will be liable for any default or delay in the performance of its obligations under this Agreement if and to the extent such default or delay is caused, directly or indirectly, by fire, flood, earthquake, elements of nature or acts of God, riots, civil disorders, acts of terrorism or any similar cause beyond the reasonable control of such party, provided that the non-performing party is without fault in causing such default or delay. The non-performing Party agrees to use commercially reasonable efforts to recommence performance as soon as possible.

12.17 Boycott Israel; Boycott Energy Companies; and Prohibition of Discrimination against Firearm Entities and Firearm Trade Associations.

(a) Contractor verifies that it does not Boycott Israel and agrees that during the term of the Agreement will not Boycott Israel as that term is defined in Texas Government Code Section 808.001, as amended.

(b) Contractor verifies that it does not Boycott Energy Companies and agrees that during the term of this Agreement will not Boycott Energy Companies as that term is defined in Texas Government Code Section 809.001, as amended.

(c) Contractor verifies that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association as those terms are defined in Texas Government Code Section 2274.001, as amended; and (ii) will not discriminate during the term of this Agreement against a firearm entity or firearm trade association.

(d) This section does not apply if Contractor is a sole proprietor, a non-profit entity, or a governmental entity; and only applies if: (i) Contractor has ten (10) or more fulltime employees and (ii) this Agreement has a value of $100,000.00 or more to be paid under the terms of this Agreement.

12.18 No Excluded Nation or Foreign Terrorist Organization. Contractor certifies that Contractor is not engaged in active business operations within the Sudan, Iran, or a foreign terrorist organization and is not listed on the list of prohibited entities prepared and maintained by the Texas Comptroller of Public Accounts pursuant to Texas Government Code §§806,051, 807.051, or 2252.153.

(signature page to follow)

EXECUTED this _____ day of _____, 2026.

City of Glenn Heights, Texas

By: _____
Clifford Blackwell, City Manager

Approved as to form:

By: _____
Kellie L. McKee, City Attorney

EXECUTED this _____ day of _____, 2026.

Contractor

By: _____
Name: Brad Lowery, Level 1 Paving, Inc.

Title: _____

EXHIBIT "A"
Scope of Services

See Attached:

Exhibit A-1 – Uhl Road Repair Project RFB 2026-134; and
Exhibit A-2 - Bid submission of Level 1 Paving, Inc. in response to Uhl Road Repair Project RFB 2026-134.

LEVEL 1 PAVING INC.
8002 Rector Road Sanger, TX 76266 (940) 302-0133

April 23, 2026

Proposal: 26-134

Prepared For

City of Glenn Heights
1128 South Uhl Road
Glenn Heights, TX 75154
Attn: Brad Lowery
Phone: (214)490-0650
Email: charles.lowery@glennheightstx.org

Level One Paving, Inc. (hereinafter referred to as "the Company") offers to furnish all labor, materials, and equipment required for the performance of the following described work in connection with construction or improvements at:
Uhl Road Repairs, Glenn Heights, TX 75154

Project Overview

Scope of Work



Our services will include the following:

- **We will Pulver mix existing roadway.**
- **Depth of 8 inches including 40 pounds per square yard of Type One Portland Cement,**
- **Processing, compacting and finishing complete and in place over an estimated 40,000 ft.²**

Per our interlocal agreement: 4 truck Portland loads @ $15,000 each = $60,000.00

- **We will overlay an estimated 38,000 ft.²**
- **2 inches of hot asphalt, Type B**
- **2 inches of hot asphalt, Type D.**

Per our interlocal agreement: **Estimated 980 tons @ $300 per ton = $294,000.00**

Sub Total **= $354,000.00**

Contractor multi truck discount **Deduct = -$47,000.00**

- **We have included a barricade plan and striping.**

Total Price: $307,000.00

Maintenance and Performance bond upon request.

Exclusions (if applicable):

Barricades and traffic control. Permits or testing. Concrete stamping or pavers. SWPPP, silt fencing or construction entrance. Demolition, excavation or related dirt work, grades must be +/- 0.10' inch and blue topped by others! Underground utilities to be back filled and compacted by others, with engineers' approval. Surveying, paving corners, lines, grades, building corners, and pier locations to be established by others. Base plates, anchor bolts 0r concrete embeds. Backfilling of curbs. Concrete joint sealing. Pipe bollard steel. Spoils haul off – if applicable.

TERMS AND CONDITIONS

1. Level One Paving, Inc. shall not be responsible for and shall be held harmless from any liability resulting from damages to utilities buried within the prescribed working area of this contract. It will be the responsibility of the owner to locate any underground lines, public or private and determine the depth for such lines. The owner shall be responsible for calling DIG TESS at **811** for the location of underground utility lines. It is further understood that we shall not be responsible for any damages to or deterioration of any of our work, whether completed or in process, resulting from any cause or causes beyond our control, but not limited to failure of sub-grade or failure of inadequacy of any labor or materials not furnished and installed by us, whether or not such failure or inadequacy was or could have been known at the time our work was undertaken.

2. Level One Paving, Inc. is not responsible for removal of vehicles from areas of parking lot being repaired. Level One Paving will notify you in advance and you must make arrangements to have vehicles removed at your expense.

3. Any changes to this contract or additional work to be performed shall be agreed to in writing by both parties.

4. Interest of 1 1/2% per month shall be charged on any past due balances from the due date of receipt of payment by the Company. If it becomes necessary to take collection action to obtain payment, all costs of collection, including but not limited to, reasonable attorney's fees shall be paid by you.

5. A email of this document shall be deemed as original and shall be legally binding.

6. State, County, or City permits or permitting requirements are **excluded** unless requested by customer for Level ONE Paving, Inc. to acquire them before starting work as stated in this contract. All costs will be an addition to contract price.
7. Unless this is a new parking lot installation or cement stabilization of the entire parking lot, Level ONE Paving, Inc. cannot be responsible for drainage or standing water due to already established and existing grades on the parking lot.
8. Level One Paving, Inc. guarantees the above work under normal use for a period of 1 year, excluding unusual abuse or neglect.

9. This contract may be withdrawn by us if not accepted within 30 days.

10. No guarantee on seal coat flaking or peeling due to oil spots.

11. New asphalt is susceptible to power steering marks in the summer months. No guarantee on recurring cracks.

Payment is due immediately upon completion of work.

Upon acceptance, please sign and return the original proposal, retaining a copy for your records. It is understood that the above, including the attached terms and conditions, will constitute the full and complete contract between us.

ACCEPTED BY:

_____

Date_____

Level One Paving, Inc.

_____

James Sturm / Alvin Crosson | Owners

AGENDA SUMMARY SHEET
May 5, 2026

AGENDA, ITEM 7

Presentation and discussion regarding municipal sales tax, including an overview of how municipal sales tax is generated and distributed, the importance of proper city designation for online purchases, and a proposed plan for communicating this information to residents. (Sonja A. Brown, Mayor, and Clifford Blackwell, City Manager)

Motion	
Second	
For	Brown, Bruton, Mosley, Allen, Hobbs, Lightfoot, Washington
Against	Brown, Bruton, Mosley, Allen, Hobbs, Lightfoot, Washington
Abstain	
Approve/ Deny/ Table	

CITY OF GLENN HEIGHTS
CITY COUNCIL REPORT

Date: May 5, 2026

SUBJECT

Presentation and discussion regarding municipal sales tax, including an overview of how municipal sales tax is generated and distributed, the importance of proper city designation for online purchases, and a proposed plan for communicating this information to residents.

DISCUSSION / BACKGROUND

Municipal sales tax is a critical revenue source that supports essential City services, including public safety, infrastructure maintenance, parks, and other core operations. Understanding how sales tax is generated and distributed is important for both City leadership and residents, particularly as online purchasing continues to increase.

Glenn Heights shares a ZIP code (75154) with several neighboring cities, which can result in sales tax being reported to the incorrect jurisdiction when residents make online purchases. Because sales tax revenue is allocated based on the city designation associated with the delivery address, selecting the incorrect city, despite having the correct ZIP code, may divert revenue away from Glenn Heights. Over time, this can significantly impact the City’s ability to fund services and reduce reliance on property tax revenues.

This presentation will provide an overview of how municipal sales tax is generated and distributed, explain common online sales tax reporting issues, and emphasize the importance of accurate city selection when making online purchases. In addition, staff will present a proposed communication and outreach plan designed to educate residents and ensure broad awareness of proper sales tax reporting practices moving forward.

PRIOR COUNCIL OR BOARD ACTION

Not applicable.

PUBLIC CONTACT

This item is being considered at a regular meeting of the City Council, noticed in accordance with the Texas Open Meetings Act.

FINANCIAL IMPACT

There is no immediate financial impact associated with this presentation. However, increased public awareness of proper sales tax reporting has the potential to positively impact future municipal sales tax revenues.

RECOMMENDATION / ALTERNATIVES

This item is presented for discussion only. No action is required.

ATTACHMENTS

PREPARED BY

Clifford Blackwell, City Manager

REVIEWED BY

Brandi Brown, City Secretary

AGENDA SUMMARY SHEET
May 5, 2026

AGENDA, ITEM 8

Discussion and take action regarding the City's step increase structure, including equity impacts from prior across-the-board adjustments, and provide direction to staff on potential corrective measures, policy amendments, and implementation timelines. (Sonja A. Brown, Mayor, and Clifford Blackwell, City Manager)

Motion	
Second	
For	Brown, Bruton, Mosley, Allen, Hobbs, Lightfoot, Washington
Against	Brown, Bruton, Mosley, Allen, Hobbs, Lightfoot, Washington
Abstain	
Approve/ Deny/ Table	

CITY OF GLENN HEIGHTS
CITY COUNCIL REPORT

Date: May 5, 2026

SUBJECT

Discussion and take action regarding the City's step increase structure, including equity impacts from prior across-the-board adjustments, and provide direction to staff on potential corrective measures, policy amendments, and implementation timelines.

DISCUSSION / BACKGROUND

In September and October 2025, City Council discussed concerns related to the City's step-increase structure and the potential equity impacts resulting from across-the-board compensation adjustments adopted during the FY 2025–26 budget cycle. Those discussions highlighted situations in which certain employees' step-increase eligibility may have been delayed or misaligned due to the timing and structure of the adjustments.

Specifically, equity concerns arose where anniversary-based step increases intersected with standardized pay actions, which may have resulted in inconsistent outcomes for employees with similar tenure and classifications.

The objective of this discussion is to ensure fairness and consistency in the City's compensation practices while maintaining fiscal responsibility and operational stability. Direction from City Council will guide staff on whether and how to implement corrective actions, amend existing policies, and establish a sustainable framework moving forward.

PRIOR COUNCIL OR BOARD ACTION

In September and October 2025, City Council discussed step increase timing and equity concerns associated with the FY 2025-26 compensation structure.

PUBLIC CONTACT

This item is being considered at a regular meeting of the City Council, noticed in accordance with the Texas Open Meetings Act.

FINANCIAL IMPACT

The financial impact will vary depending on the corrective measures selected by City Council. As part of this item, staff will present a detailed fiscal and operational analysis for each of the following options:

- Restoring original anniversary-based step increase eligibility
- One-time catch-up step increases
- Prorated step adjustments
- One-time stipend or bridge payments
- An October 1 standardized increase model, if feasible

Any recommended action would be evaluated for budgetary sustainability, alignment with adopted compensation policies, and long-term impacts on salary structure.

RECOMMENDATION / ALTERNATIVES

Based on Council direction, staff will proceed with implementation and/or return with formal policy amendments for consideration at a future meeting, if required.

ATTACHMENTS

PREPARED BY

Clifford Blackwell, City Manager

REVIEWED BY

Brandi Brown, City Secretary

AGENDA SUMMARY SHEET
May 5, 2026

AGENDA, ITEM 9

Discussion regarding the development of a Request for Proposals for solid waste, recycling, and related services, including receiving Council input on desired service expectations, policy priorities, and operational considerations to be incorporated into the RFP. (Keith Moore, Deputy City Manager)

Motion	
Second	
For	Brown, Bruton, Mosley, Allen, Hobbs, Lightfoot, Washington
Against	Brown, Bruton, Mosley, Allen, Hobbs, Lightfoot, Washington
Abstain	
Approve/ Deny/ Table	

DRAFT – FOR REVIEW PURPOSES ONLY

The Table of Contents is subject to change and may not reflect the final organization of this proposal. Titles listed are provided for general subject matter reference only and do not represent final section headings.

CITY OF GLENN HEIGHTS

REQUEST FOR PROPOSAL

RFP NO. 2026-00

SOLID WASTE AND RECYCLING COLLECTION SERVICES

SUBMITTALS DUE November 02, 2026, BY 5PM CST

DRAFT

Event	Date
Issue Date	Thursday, October 1, 2026, by COB
Pre-proposal Conference	Wednesday, October 14, 2026, at 2PM
Question Submission Deadline	Friday, October 16, 2026, by COB
Deadline to Issue Addenda	Wednesday, October 21, 2026, COB
Submission Deadline	Monday, November 2, 2026, 2PM
Opening Date	Monday, November 2, 2026, 2PM
Interview of Bidders	Tuesday, January 19, 2027, 7PM
Negotiations	January 19 – February 16, 2027
Contract Awarded	Tuesday, March 16, 2027, 7PM
Notification to Finalist	Wednesday, March 17, 2027, by COB
Finalist Presentation to City Council	Tuesday, April 20, 2027, 7PM
Contract Beginning Date	Tuesday, June 1, 2027

Current Demographics

Description	Amount
Population Served	21,600
Residential Units	6,439
Mutli - Family Units	1,500
Commercial Units	320

5-Year Estimated Demographics

Description	Amount
Population Served	25,350
Residential Units	8,600
Mutli - Family Units	1,750
Commercial Units	360

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1.0 INTRODUCTION

1.1 Overview

The City of Glenn Heights, Texas (the City) is seeking proposals from qualified waste management firms to provide Solid Waste and Recycling Collection to residents and businesses. Services to be provided include:

- Residential Trash Collection Services
- Residential Recycling Collection Services
- Residential Yard, Brush, and Bulky Waste Collection Services
- Residential Household Hazardous Waste Collection Services
- Commercial Trash Collection Services
- Commercial Recycling Collection Services
- Cart Purchase Service
- City Facilities
- City Events and Special Projects

The Contractor shall have the exclusive right to provide Collection Services within the City except as otherwise stated in this Request for Proposals (RFP).

The purpose of this section is to provide Proposers with an overview of the requested scope of services. The Proposer shall carefully review in their entirety this Request for Proposals (RFP), the Forms and the draft Agreement provided as Exhibit B, and all other information contained herein for the complete scope of services and RFP process. Services performed will be in accordance with the final Agreement as negotiated between the City and the Proposer selected for contact award. The draft Agreement may be adjusted at the City's sole discretion to reflect the specific services to be provided by the Contractor to achieve the best overall value for the City. Based on its evaluation of submittals, City staff shall seek City Council authorization to enter into an Agreement. The City reserves the right to cancel the RFP at any time and to award no contract without further obligation to Proposers.

1.2 Draft Agreement

Exhibit B to the RFP provides a draft Agreement that may be awarded as a result of this RFP. It is the intention of the City for the final Agreement terms to be the same or better than those provided in the draft Agreement. However, terms of the final Agreement may be modified based upon negotiation and agreement by the City and Selected Proposer. The City reserves the right to waive negotiations and award an Agreement based on initial proposals received without further negotiation. Therefore, initial proposals should contain the Proposer's best terms.

It is the responsibility of the Proposer to carefully review the RFP and Agreement in their entirety to understand the complete scope of services and contract requirements.

1.3 Agreement Term

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The City is considering an initial term of five (5) or seven (7) years. In Form 4, Proposers are asked to identify the discount if the City elects a seven (7) year initial term. Unless earlier terminated in accordance with Section 42.0 of the Agreement, the Initial Term shall be for a five (5) or seven (7) year period commencing on June 1, 2027, and remaining in effect through May 31, 2032, or May 31, 2034.

The City may, at its sole discretion, specify one or more Optional Renewal Term(s) with a combined total length of not more than five (5) or seven (7) years such that the combined total Agreement Term including the Initial Term and the Optional Renewal Terms(s) shall not exceed twelve (12) years. The City shall notify the Contractor in writing of any Optional Renewal Term at least one hundred eighty (180) days prior to the commencement date of the Optional Renewal Term. Unless otherwise agreed in writing, the Optional Renewal Term(s) shall be on the same terms and conditions as the original Agreement, as amended.

[Reference: Section 7.0 of the Agreement]

1.4 Overview of Stages of Procurement and Implementation

The City will carry out the procurement and implementation of the Services in accordance with the following stages.

Stage 1 – RFP Procurement Process

The RFP procurement process is the competitive procurement process by which the City will receive and review Proposals, rank the submittals and seek to negotiate an Agreement with a Selected Proposer.

Stage 2 – Implementation of the Service Agreement

At the completion of Stage 1, the City will request final authority from City Council to execute an Agreement with the Selected Proposer on final terms and conditions as approved by City Council.

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2.0 DEFINITIONS

The following terms have the following meanings when used in the RFP Documents. Terms that are capitalized throughout the RFP but are not defined in this section of the RFP shall have the meanings described in Section 2.1 of the Agreement.

A. Addendum (pl. Addenda) – shall mean any written revisions, clarifications or other supporting documentation on the RFP Documents issued by the City during the RFP Process and becoming incorporated into the RFP documents by reference pursuant to Section 5.4.

B. Agreement – shall mean any contractual agreement between the City and a Contractor resulting from this RFP.

C. Contractor– shall mean the corporation(s) responsible for performing Services pursuant to the Agreement and includes the Contractor's assignees and subcontractors.

D. Contract Award – shall mean final authorization by City Council to award a contract for Services to a Selected Proposer.

E. Contract Rates – shall mean the unit prices proposed for Services in the Financial Proposal (Form 3), or as otherwise agreed to by the City and Contractor(s) in any Agreement developed as a result of this RFP.

F. Draft Agreement – shall mean the Draft Agreement provided as Exhibit B.

G. Evaluation Committee – shall mean the group of individuals selected by the City to evaluate RFP Submissions as described in Section 5.14.

H. Financial Proposal – shall mean the pricing submitted by a Proposer in response to the RFP as submitted on Form 3 or as amended by the parties during negotiations.

I. Finance Director– shall mean the City representative responsible for purchasing of goods or services that serves as the sole point of contact for Proposers pursuant to Section 5.5.

J. Proposal – shall mean an offer to provide services submitted in response to this RFP including the Proposer's initial submission, Best-and-Final-Offer(s) (BAFO) or other written correspondence and amendments submitted by a Proposer during negotiation.

K. Proposal Acceptance Period – shall mean the minimum 180-day period after the Submission Deadline when the Proposer's Financial Proposal remains valid as further described in Section 5.9.

L. Proposer – shall mean a firm or entity submitting a Proposal in response to this RFP including all members of the Proposer team including individual persons or subcontractors.

M. Question Submission Deadline – shall mean the deadline to submit questions on the RFP Process pursuant to Section 5.1.

N. RFP Documents – shall mean all documents included in the RFP as described in Section 5.3.

O. RFP Process – shall mean the procurement process to select a Contractor to provide services in accordance with this RFP.

P. Selected Proposer – shall mean a Proposer selected to enter into negotiations

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with the City in accordance with the terms and conditions of this RFP.

Q. Submission Deadline shall mean the date and time that Proposal submissions are due in accordance with Section 5.1 or as amended in writing by the City through an Addendum to the RFP.

R. Technical Proposal shall mean all parts of a Proposal excluding the Financial Proposal.

S. City's Representatives – shall mean any of the City's advisors or any other employees or representatives of the City.

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3.0 BACKGROUND

3.1 Verification of Information

This section provides background information about existing demographics and solid waste management programs and services in the City and is provided for the reference and convenience of Proposers only.
Proposers are responsible to independently research all information used to inform their Proposals. The City does not guarantee the completeness or accuracy of any information provided in the RFP Documents and will not be responsible for consequences of any reliance upon it by any Proposer.

3.2 City Information

The City of Glenn Heights, Texas, is a growing residential community located in southern Dallas County near the junction of Interstate 35E and U.S. Highway 67, approximately 21 miles south of downtown Dallas. Incorporated in 1969, Glenn Heights developed from a primarily agricultural community into a suburban city that serves as a residential hub within the Dallas–Fort Worth metropolitan area.

Over the past decade, Glenn Heights has experienced steady population growth, increasing from approximately 18,000 residents in 2010 to an estimated 21,000 residents in 2026. This growth has been supported by ongoing residential development, with hundreds of new single family housing units added in recent years, along with supporting commercial and institutional infrastructure. The City is characterized primarily by single family residential neighborhoods, with limited multifamily and commercial development.

Glenn Heights places a strong emphasis on maintaining a high quality of life for residents and supporting orderly, sustainable growth. The City's comprehensive planning efforts emphasize reinvestment in established areas, expansion of public services and amenities, and preservation of community character while accommodating growth. The City continues to invest in public facilities, parks, transportation access, and essential municipal services to meet current and future demands.

As the City continues to grow, reliable and efficient solid waste, recycling, and related services are critical to maintaining public health, neighborhood aesthetics, and resident satisfaction. Through this Request for Proposals (RFP), the City of Glenn Heights seeks qualified service providers capable of delivering high quality solid waste and recycling services that align with the City's service expectations, operational needs, and long-term community goals.

The City places a high priority on providing excellent municipal services, including solid waste and recycling services. The City's current contract for solid waste and recycling services expires on May 31, 2027. The current contract provides for residential, commercial and City services.

For materials collected within the City, the current contractor is responsible for disposal of all

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solid waste and bulk waste, and processing of all program recyclable materials.

Current estimated household counts by dwelling type are provided in

Table 3-1.

Table 3-1: Household Counts by Dwelling Type as of 2025

Dwelling Type	Number of Units
Single Family	6,439

The Proposer's ability to manage projected growth is a key consideration for the City. As further described in Section 7.10, the Proposer shall submit with their Proposal a detailed plan describing how they will provide additional vehicles, fleet parking, maintenance facilities, staffing and other resources required throughout the Agreement Term to manage projected future growth.

The following customer account information with household counts and cart types are estimates based on City-provided information. All service fee rates are rates the contractor charges the City. The rates include Collection, Disposal, and Processing and exclude City administrative/franchise fees.

3.3 Existing Residential Curbside Collection Services

Residential and Commercial Solid Waste and Recycling Collection Services are currently provided by Community Waste Disposal (CWD). A summary of existing curbside collection material types, collection frequencies, and other key program information is provided in Table 3-2. Additional information about existing City curbside collection programs is available on the City's website.

https://glennheightstx.gov

Table 3-2: Existing Residential Services Summary

Residential Service	Description
Trash	Included
Recycling	Included
Yard, Brush, and Bulky Waste	$22.14 Solid Waste - once a week service - CWD 95-gallon cart Bulky Waste /Separated Loose Brush- once a week service - up to 4 cubic yards Tied & Bundled Brush - once a week service - unlimited - Manual Rear Load Vehicle
Household Hazardous Waste	No Household Hazardous Waste collection in the current contract

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The current contractor's rate effective June 1st, 2026, for basic residential service as described in Table 3-2 is $22.14 per household per month plus $116.32 for each additional Trash Cart or Recycling Cart. These are the rates charged to the City by the contractor and include the cost of Collection, Processing, Disposal, and supply and maintenance of Carts. Purchasing new Carts that reflect the terms of this contract is required. The appearance shall conform with this contract, including using the same color for the body and lid of Carts and that Trash and Recycling Carts are different colors.

3.3.1 Estimated Curbside Residential Households

As of 2026, the City provided Residential Curbside Collection Service to 6,439 households. Base residential service includes one Trash Cart and one Recycling Cart per household with additional Carts available for a fee. Table 3-3 provides additional detail on the number of households that pay for additional Trash or Recycling Carts above the standard service level.

Table 3-3: Residential Trash and Recycling Carts per Household

Carts per Household	Trash		Recycling	
	Number of Households	Total Carts	Number of Households	Total Carts
1	6,439	6,439	6,439	6,439
2	613	613	69	69
Total		7,052		6,508

The Contractor shall provide Curbside Collection Service to all current and future single-family residences within the limits of the City as may be amended from time to time.

3.3.2 Residential Curbside Tonnage

Monthly curbside tonnages are summarized by material type for the one-year period from January 2025 through December 2025 in Table 3-4.

Table 3-4: Monthly Residential Curbside Tonnage by Material Type

Month	Trash	Recycling
January 2025	421	93.22
February 2025	370	68.57
March 2025	463	91.07
April 2025	460	84.99
May 2025	485	84.51
June 2025	491	90.82
July 2025	504	79.1
August 2025	454	86.89
September 2025	446	71.45
October 2025	463	77.07
November 2025	400	50.81
December 2025	532	82.89
Total	5,489	158

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3.3.3 Alley Services

The Contractor shall provide Collection Services in alleys at no additional cost to the City. In residences where the designated collection location is in an alley, Trash and Recycling collection shall be provided in the alley and Yard, Brush, and Bulky Waste Collection and Household Hazardous Waste shall be provided in front. The Contractor may need to modify equipment or operations if its regular collection vehicles are unable to safely operate in alleys. The Contractor shall make a careful examination of all streets and alleys and ensure that the equipment selected allows for full and complete performance of Services under the Agreement. Currently, there are no alley collection locations. Future residential housing development may add alley service. If alleys are to be developed, the City requested that developers install 12-foot-wide alleys. If additional developments are approved with alleys in the future the Contractor shall provide service to the new alley units at Contract Rates with no additional cost to the City.

3.3.4 Disabled Carry-out Service

If the City deems that all Residents of a Residential Service Unit are unable due to age or verified physical limitations to safely move a Cart to the Curbside, the Contractor shall provide Residential Trash Collection Services and Residential Recycling Collection Services at a Modified Collection Location acceptable to the Resident and the Contractor at no additional cost. There are currently unknown number of homes that would potentially qualify for Disabled Carry-out Service.

3.4 Existing Commercial Collection Services

Community Waste Disposal currently provides Commercial Collection Services as part of the same contract for Residential Services. Commercial Collection Services include Commercial, industrial, institutional, and Multi-family Complexes and construction projects. Commercial Services are currently provided through a combination of Front Load Containers, Commercial Carts, Compactors, and Roll-Off Containers. The Contractor shall provide Commercial Collection Services to all current and future Commercial Customers at a level requested by the Customer including Recycling Collection Services upon request. Commercial Carts, Front End Load Dumpsters, and Roll-Off appearance shall reflect the terms of this contract. The number of Commercial customers fluctuates as the City continues to grow. There are approximately 320 Commercial customers.

3.4.1 Commercial Front End Load Tonnage

Monthly commercial front end load tonnages are summarized by material type for the one-year period from January 2025 through December 2025 in **Table 3-5**.

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Table 3-5: Monthly Commercial Front End Load Trash Tonnage

Month	Trash
January 2025	553
February 2025	509
March 2025	539
April 2025	565
May 2025	590
June 2025	471
July 2025	523
August 2025	510
September 2025	491
October 2025	518
November 2025	501
December 2025	502
Total	**6,272**

3.4.2 Commercial Cart Service

As of December 2025, 320 Commercial Trash Cart customers and zero (0) Commercial Recycling Customers. Additional details are provided in Table 3-6.

Table 3-6: Summary of Commercial Trash and Recycling Carts Accounts

Number of Containers	Trash		Recycling	
	Number of Accounts	Total Carts	Number of Accounts	Total Carts
1	320	At least 320	0	0
Total		At least 320	0	0

The monthly rate for Commercial Trash Carts is $28.22 per month plus $22.58 per month for each additional Trash Cart. These rates include the cost of Collection, Processing, Disposal, and supply and maintenance of Carts.

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3.4.3 Front Load Commercial Service

As of December 2025, there are 307 commercial customers receiving front load commercial service. The container counts and pickup frequency was not obtained. Container counts vary over time as Commercial activity in the City grows and changes.

Table 3-7 presents Commercial rates charged to the City by the current contractor for Trash and Recycling Front Load Container service. These rates exclude City administrative/franchise fees and include Disposal and Processing. The current contract does not provide Commercial Recycling Collection Service.

Table 3-7: Current Rates, Monthly Front Load Trash Collection Service

Container Size	Weekly Collection Frequency							
	EOW	1	2	3	4	5	6	Extra Pickup
2 CY		$108.66	$201.13	$279.72	$358.36	$435.42	$515.56	$53.44
3 CY		$124.30	$229.93	$319.87	$409.74	$499.66	$589.58	$55.02
4 CY		$155.40	$287.56	$399.92	$512.22	$624.54	$736.82	$56.56
6 CY		$186.41	$345.36	$480.28	$615.21	$750.17	$885.12	$59.76
8 CY		$233.30	$431.70	$600.53	$769.39	$938.24	$1,106.52	$61.29
10 CY		N/A	N/A	N/A	N/A	N/A	N/A	N/A

3.4.4 Commercial Roll-Off Service

Information on the number of Commercial Roll-Off Container hauls for Trash, including permanent, temporary, compacted and uncompacted units was not obtained.

Table 3-8 presents rates charged by the current contractor to the City for Commercial Roll-Off Container Service.

Table 3-8: Commercial Roll-Off Container Rates

Roll-Off Container Type	Rate Per Delivery	Trip Charge	Rate per Haul1,2	Disposal per Ton
	Weekday	Weekday	Weekday	Weekday
20 CY	$157.83	$157.83	$651.46	$60.77
30 CY	$157.83	$157.83	$648.36	$60.77
40 CY	$157.83	$157.83	$697.62	$60.77

3.5 City Facilities

The Contractor shall be required to provide Trash and Recycling Collection Services at City Facilities at no cost to the City. The City may increase levels of service or designate additional City facilities or City events at its sole discretion in accordance with Section 6.21.

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3.5.1 City Facilities

Table 3-9 provides a list of current expected service levels at City Facilities.

Table 3-9: Estimated Service Requirements for Existing City Facilities

Facility Name	Address	Trash Collection		Recycling Collection	
		Containers	Frequency	Containers	Frequency
City Center	1938 S. Hampton Road	8-yard	Weekly	8-yard	N/A
Public Safety	1938 S. Hampton Road	30-yard roll off	As Needed	N/A	N/A
Family Life Center	1932 S. Hampton Road	1-96 gallon cart	N/A	1-96 gallon cart	N/A
Heritage Park	400 E. Bear Creek	N/A	N/A	N/A	N/A
Animal Shelter	550 E. Bear Creek	8-yard	Weekly	8-yard	Weekly
Public Works	2118 S. Uhl Road	8-yard	Weekly	8-yard	Weekly
Public Works	2118 S. Uhl Road	30-yard roll off	As Needed	N/A	N/A

3.6 City Events and Special Projects

The City may request event and special project trash and recycling collection services, as further described in Section 6.22. The City hosts approximately twenty-six (26) events and special projects annually.

4.0 GENERAL CONDITIONS OF RFP PROCESS AND TERMS OF CONTRACT

By submitting a Proposal, the Proposer accepts all general and special conditions of the contract as outlined below and, in the specifications, and plans.

4.1 Proposal Submission

The City encourages all Proposals to be submitted electronically to Sherry Roberts at:

sherry.roberts@glennheightstx.gov.

However, the City will also accept paper proposals, if received at the following location by the due date and time specified in Section 5.1.

Sherry Roberts, Finance Director
City of Glenn Heights, City Hall

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1938-C South Hampton Road
Glenn Heights, Texas 75154

Paper Proposal submissions shall include at least one (1) original and one (1) copy, and one (1) electronic copy in PDF format on USB submitted in a sealed envelope with the RFP number and the Proposer's name and address clearly indicated on the front of the envelope.

The City cannot guarantee, due to internal mail delivery procedures, that any submittal sent priority mail will be picked up from the Post Office by City mail employees and delivered to the Finance Director by the closing date and time. It is recommended that submittal deliveries be made either in person or via an alternate delivery method ensuring delivery to the physical address. ***Respondent shall bear full responsibility for ensuring the submittal is delivered to the specified location by the due date and time. Late submittals will be rejected as non-responsive.***

Proposals shall be limited to one hundred (100) 8-1/2" X 11" pages printed on one side only using a font size no smaller than eleven (11) point and one-inch margins. The page limit includes the cover letter and title page but does not include the RFP Forms. If a Proposal is larger than the page limits described above or has a font of less than eleven (11) point it may be deemed non-responsive and disqualified pursuant to Section 5.16 of the RFP. Whether submitting as a paper proposal, Proposer shall submit one searchable pdf version of the Proposal.

Proposals shall be completed in accordance with the requirements of this RFP. Statements made by a Proposer shall be without ambiguity, and with adequate elaboration, where necessary, for clear understanding. All Proposals are subject to the terms and conditions of this solicitation. Material deviations from the terms and conditions that are not indicated in Proposer's submittal of the Exception Form (Form 9), or failure to meet the City's minimum requirements, may render the Proposal non-responsive to this RFP.

Failure to submit all required documents in accordance with Section 7.0 of the RFP may result in the proposal being declared non-responsive. The City reserves the right to reject any and all Proposals.

A responsive Proposal shall substantially conform to, and fulfill, the minimum requirements of this RFP. Proposals containing any clause that would limit contracting authority may be considered non-responsive. An example of a proposal that would limit contracting authority is one made contingent upon award of other bids or proposals currently under consideration.

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4.2 Late Proposals

Proposals must be in the office of the Finance Director before or at the specified time and date proposals are due pursuant to Section 5.1 of the RFP. Proposals received in the office of the Finance Director after the Submission Deadline shall be rejected as non-responsive proposals.

4.3 Withdrawal of Proposals

Proposals may be withdrawn before the opening date by submitting a written request for its withdrawal to the Finance Director pursuant to Section 5.5 or by emailing Sherry Roberts at sherry.roberts@glennheightstx.gov.

Proposals may not be withdrawn or cancelled by the Proposer for a period of one hundred eighty (180) days following the Submission Deadline unless otherwise agreed upon by the City and Proposer in writing.

4.4 Amendment of Proposals

A Proposer may amend its Proposal after submission but only if the Proposal has first been withdrawn and is subsequently resubmitted on or before the Submission Deadline.

4.5 Proposal Irrevocability

Except as subject to the Proposer's right to withdraw a Proposal prior to the Submission Deadline in accordance with Section 4.3, the Proposal shall be irrevocable and shall remain in effect and open for acceptance for the entire Proposal Acceptance Period in accordance with Section 5.9 of the RFP.

4.6 Authorized Signatures

The Proposal must be executed personally by a duly authorized partner of the Proposer's partnership or duly authorized officer of the Proposer's corporation. If executed by an agent, a power of attorney or other evidence of authority to act on behalf of the Proposer shall accompany the Proposal to become a valid offer.

4.7 Proposer Costs

All costs and expenses directly or indirectly related to any aspect of a Proposer's participation in this RFP shall be the sole responsibility of and shall be borne solely by the participating Proposer, including, but not limited to, all costs and expenses related to the Proposer's involvement in

A. The preparation, presentation, and submission of its Proposal
B. Attendance at the optional pre-proposal conference or any other, meeting with the City
C. Due diligence and information gathering processes
D. Responding to questions or requests for information from the City
E. Submitting questions or requests for information from the City
F. Negotiations

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G. Any other costs

4.8 Tax Exempt Status

The City is exempt from federal excise tax and state sales tax. Unless specifications specifically indicate otherwise, the prices included in Form 3 (Financial Proposal) shall be net exclusive of above-mentioned taxes and will be so construed. Therefore, the Proposal prices shall not include taxes.

4.9 Proprietary Data

Proposer may, by written request, indicate as confidential any portion(s) of a Proposal that contains proprietary information, including manufacturing and/or design processes exclusive to the Proposer by highlighting and clearly and conspicuously marking “Trade Secret” or “Confidential” on each page where confidential information is provided. The City will not be responsible for any public disclosure of the trade secret or confidential information if it is not clearly marked.

The City will protect from public disclosure such portions of a proposal unless directed otherwise by legal authority including existing Open Records Acts. If a request is made under the Texas Public Information Act to inspect information designated in a proposal as trade secret or confidential, the Proposer shall, upon notification by the City, immediately furnish sufficient written reasoning as to why the information should be protected from disclosure in a timely manner to the Texas Attorney General Open Record Division for final determination through its e-filing system at

https://www.texasattorneygeneral.gov/open-government/governmental-bodies/submit-documents-online-using-efiling

or to the following address:

Office of the Attorney
General Open Records
Division
P.O. Box 12548
Austin, TX 78711

Trade secrets and confidential information contained in a Proposal are subject to the Texas Public Information Act. Pricing is not confidential information. A Proposal in its entirety is not confidential. Proposer agrees to protect the City from claims involving infringements of patents and/or copyrights by submission of a Proposal to this RFP.

4.10 Waiver of Claims

Each Proposer by submission of a Proposal to this RFP waives any claims it has or may have against the City and the City’s Representative(s) in this process and their respective employees, officers and elected officials, members, directors and partners, agents and representatives regarding the administration of the RFP process, the RFP evaluation, and the critique and selection of qualified Proposers. Submission of a proposal indicates the

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Proposer's acceptance of the evaluation technique set out in this RFP. In this regard, Proposer acknowledges that the selection process and evaluations of proposals submitted constitute public information under Texas law and Proposer waives any claim it has or may have regarding any information contained in or derived from such evaluations.

4.11 Compliance with Federal, State, County, and Local Laws

Proposals must comply with all federal, state, county, and local laws. Any vehicles or equipment shall contain all standard safety, emission, and noise control requirements required for the types and sizes of equipment at the time of their manufacture. The Proposer agrees, during the performance of work or service, to comply with all applicable codes and ordinances of the City, County, or State of Texas as they may apply, as these laws may now read or as they may hereafter be changed or amended.

4.12 Purchase Orders and Payment

A purchase order(s) shall be generated by the Finance Director and issued to the Contractor. The purchase order number must appear on all invoices. The City will not be held responsible for any work orders placed and/or performed without a valid current purchase order number. Payment will be made for all services rendered and accepted by the Finance Director for which a valid invoice that meets the requirements of Section 47.0 of the Draft Agreement is provided.

All invoices shall reference the Purchase Order number. Invoices shall provide a detailed description for each item invoiced. Payment will be made under terms of net thirty (30) days unless otherwise agreed upon by the Contractor and the Finance Director.

4.13 Letter of Credit or Performance Bond

Upon Contract Award, the Contractor shall be required to provide the City with a letter of credit or performance bond meeting the criteria set forth in the Draft Agreement. Proposers shall submit a letter from their bank or surety with their Proposals confirming their ability to obtain a letter of credit or performance bond in the specified amount if awarded a contract resulting from this RFP in accordance with Section 7.9 of the RFP.

[Reference: Section 40.0 of the Draft Agreement]

4.14 Agreement Incorporation

Any Agreement developed as a result of this RFP may include the RFP, the Proposal, and such other terms and conditions as the parties may agree.

4.15 Cooperative Purchasing

As permitted under Chapter 791 of the Texas Government Code, other governmental entities may wish to participate under the same terms and conditions contained in this Agreement. In the event any other entity participates, all purchase orders will be issued directly from the entity requiring supplies/services and shipped directly to the Contractor. Each entity reserves the right to determine their participation in this Agreement. Proposers shall indicate in the space provided on Form 1 whether they agree to offer the proposed

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services to other governmental entities based on the same terms, conditions, specifications, and pricing through cooperative purchasing.

If a Proposer agrees to extend the resulting Agreement to other governmental entities, then those other governmental entities will be eligible, but not obligated, to purchase goods and services under any Agreements(s) resulting from this RFP. All purchases by governmental entities other than the City will be billed directly to that governmental entity and paid by that governmental entity. The City will not be responsible for another governmental entity's debts. In addition, the letter of credit or bond provided pursuant to Section 40.0 of the Draft Agreement shall not be used to satisfy the requirements of any other governmental entity. Each governmental entity will order its own goods and services as needed.

4.16 Invoicing

The Contractor shall invoice the City for Residential Collection Services on a monthly basis. The invoice shall be based on the number of Service Units multiplied by the applicable Contract Rates. Within thirty (30) calendar days of receiving the Contractor's invoice, the City shall remit to the Contractor payment for the amounts on the invoice less disputed amounts, Liquidated Damages, and payments withheld. The City shall also deduct franchise fees from the Contractor's invoice if applicable.

The Contractor's shall invoice the City for Commercial Customers based on the number, size, and Collection frequency for in-service Carts and Containers charged at applicable Contract Rates. The Contractor shall also invoice residents for any Additional Yard, Brush, and Bulky Waste Collection Services that are requested in in accordance with Section 6.17. Within ten (10) days of the end of each month, the Contractor shall remit to the City a statement of all fees invoiced for Commercial Collection Services and Additional Bulky Waste Collection Services performed during that month. The City shall deduct the franchise fee payable on Commercial Collection Services and Additional Yard, Brush, and Bulky Waste Collection Services from its payment to the Contractor for Commercial Collection Services.

Contract Rates include Collection, Processing, and Disposal costs except as described in Section 6.0.

[Reference: Section 47.0 of the Agreement]

Other Option

The Contractor will be responsible for billing and direct collections with the Residential and Commercial Customer each month. The successful Contractor will be responsible for contacting each customer during the Startup Phase (prior to June 1, 2027) and establishing a customer account and billing information.

4.17 Venue

Any Agreement developed as a result of this RFP shall be construed in accordance with the laws of the State of Texas. If any action, whether real or asserted, at law or in equity, is brought pursuant to any Agreement developed as a result of this RFP, venue for such

action shall lie in state courts located in Dallas County and Ellis County, Texas. The Service is performable in Dallas County and Ellis County, Texas. Venue shall lie exclusively in Dallas County and or Ellis County, Texas or in counties that are directly adjacent to Dallas County or Ellis County, as required to perform the Service(s).

4.18 Exclusive Franchise and Franchise Fee

For the term of any Agreement developed as a result of this RFP, the City shall grant the right, privilege, and franchise to collect Trash, Program Recyclable Materials, Yard, Brush, and Bulky Waste, and Yard Waste on an exclusive basis as part of Collection Services. The Contractor shall remit franchise fees equal to ten percent (10%) of gross receipts for all collections for all residences, businesses, customers, and accounts within the City Service pursuant to Section 6.0 of the Agreement. Submitted pricing shall exclude the franchise fee.

The City reserves the right to implement a food waste diversion program at a future date. The Contractor hereby agrees that the City may enter into Agreements with other service providers for food waste collection, and that such Agreements would not violate their exclusive franchise for Trash collection.

[Reference: Section 6.0 of the Agreement]

4.19 Termination

Any Agreement developed as a result of this RFP shall remain in effect until the Agreement expires or is terminated for cause by the City by written notice to the Contractor. The City may terminate the Agreement for cause in accordance with Section 42.0 of the Agreement.

[Reference: Section 42.0 of the Agreement]

4.20 Change Orders

No different or additional terms will become part of any Agreement developed as a result of this RFP with the exception of a change order. No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting Agreement. All change orders to the Agreement will be made in writing and at the discretion and approval of the City. No change order will be binding unless signed by an authorized representative of the City and the Contractor.

4.21 Invalid, Illegal, or Unenforceable Provisions

In case any one or more of the provisions contained in the 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 thereof and the Agreement shall be considered as if such invalid, illegal, or unenforceable provision had never been contained therein.

4.22 Injuries or Damages Resulting from Negligence

The Contractor shall defend, indemnify and save harmless the City and all its officers,

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agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the Contractor, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any Agreement which may result from award. The Contractor shall pay any judgment with cost which may be obtained against the City growing out of such injury or damages.

[Reference: Section 48.1 of the Agreement]

4.23 Conflict of Interest

The City requires ethical behavior and compliance with the law from all individuals and companies with whom it does business. For the purposes of this RFP, a conflict of interest includes any perceived, potential, or actual situation where, in relation to the RFP or potential Agreement resulting from this RFP, the Proposer, or any officer, employee, agent or representative of the Proposer

A. Has other commitments, relationships, or financial interests that could or could be seen to exercise an improper influence over the objective, unbiased and impartial exercise of independent judgement by any of the City's employees, officials, or representatives.

B. Could or could be seen to compromise, impair, or be incompatible with the effective performance of a
Proposer's obligations under the Agreement if that proposer were selected for award of the Contract.

C. Has contractual or other obligations to the City that could or could be seen to have been compromised or otherwise impaired as a result of its participation in the RFP Process or award of any Agreement.

Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with the City disclose in the Questionnaire Form CIQ, the vendor or person's affiliation or business relationship that may cause a conflict of interest with the City. The form is available online at https://www.ethics.state.tx.us/data/forms/conflict/CIQ.pdf. Failure to complete Form CIQ will result in the disqualification of the Proposer, in accordance with Section 5.16 of the RFP.

By law, this questionnaire must be filed with the City of Glenn Heights, 1938 S. Hampton Road, Glenn Heights, Texas 75154, not later than the seventh business day after the date the person becomes aware of facts that require the statement to be filed. A person commits a Class C misdemeanor offense if the person violates Section 176.006, Texas Local Government Code. By submitting a Proposal to this RFP, the Proposer represents that it is in compliance with the requirements of Chapter 176 of the Texas Local Government Code. If a Proposer has questions regarding compliance with Chapter 176, the Proposer should consult its own legal counsel.

No public official shall have any interest in this Agreement, in accordance with the Texas

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Local Government Code. If a Proposer, or any officer, employee, agent or representative of the Proposer, discovers any conflict of interest, the Proposer shall promptly disclose the conflict of interest to the City in a written statement to the Finance Director. At the request of the City, the Proposer shall provide the City with the Proposer's proposed means to mitigate and minimize to the greatest extent practicable any conflict of interest. The Proposer shall submit any additional information to the City that the City requests and considers necessary to properly assess the conflict(s) of interest.

The City may, at its sole discretion, exclude from the RFP Process any Proposer or officer, employee, agent or representative of the Proposer on the grounds of such conflict of interest.

The City may, at its sole discretion, waive any and all conflicts of interest. A waiver may be upon such terms and conditions as the City, at its sole discretion, requires to satisfy itself that the conflict of interest has been appropriately managed, mitigated and minimized, including requiring the Proposer to put into place such policies, procedures, measures and other safeguards as may be required and be acceptable to the City, in its sole discretion, to manage, mitigate and minimize the impact of such conflict of interest.

4.24 Certificate of Interested Parties (Form 1295)

In 2015, the Texas Legislature adopted House Bill 1295, which added Section 2252.908 of the Texas Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The disclosure requirement applies to a contract entered on or after January 1, 2016.

The Texas Ethics Commission ("Commission") has made available on its website a new filing application that must be used to file Form 1295. A business entity must use the application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. An authorized agent of the business entity must sign the printed copy of the form. The completed Form 1295 with the certification of filing must be filed with the City.

The City must notify the commission, using the commission's filing application, of the receipt of the filed Form 1295 with the certification of filing not later than the 30th day after the effective date of the Agreement. The commission will post the completed Form 1295 to its website within seven business days after receiving notice from the City.

Certificate of Interested Parties Form is available from the Texas Ethics Commission website at the following address:

https://www.ethics.state.tx.us/filinginfo/1295/

For questions regarding and assistance in filling out this form, please contact the Texas Ethics Commission at 512-463-5800.

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4.25 Insurance Requirements

The Contractor shall be subject to the insurance requirements set forth in Section 37.0 of the Agreement. The Contractor shall obtain coverage for each required insurance for the duration of any Agreement developed as a result of this RFP and furnish certificates of insurance along with copies of policy declaration pages and policy endorsements as evidence thereof. All General Liability and Business Auto Policies shall name the City as an Additional Insured by endorsement.

[Reference: Section 37.0 of the Agreement]

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5.0 RFP PROCESS AND EVALUATION CRITERIA

5.1 Schedule of Events

The deadlines for submission of a proposal and the general schedule of events for the RFP Process are provided in **Table 5-1**. The City may amend the schedule of events at its sole discretion including:

A. At any time before the Submission Deadline for events that are to occur on or before the Submission Deadline, including the Submission Deadline itself.

B. At any time in the RFP Process for events that are to occur after the Submission Deadline.

Table 5-1: Preliminary Schedule of Events

Event	Date or Deadline	Description
RFP Issue Date	October 1, 2026, by COB	City releases RFP to solicit Proposals from qualified firms
Pre-proposal Conference	October 14, 2026, at 2PM	Optional, virtual pre-proposal conference
Question Submission Deadline	October 16, 2026, by COB	Questions received before the Proposer Question Submission period will be reviewed and responded to as an addendum to the RFP
Deadline to Issue Addenda	October 21, 2026, by COB	Deadline for City to issue addenda
Submission Deadline	November 2, 2026, by 2PM	Proposers must submit Proposals by this deadline, unless amended in writing by the City through an addendum. Proposals received after the deadline will be rejected and returned unopened.
Proposal Opening Date	November 2, 2026, by 2PM	City opens Proposals and reads names of Proposers aloud immediately following the proposal submission deadline. Proposers may witness proposal opening via online meeting.
Interviews	January 19, 2027, at 7pm	The City Council may request interviews with Proposers to discuss their Proposal submissions and seek any required clarifications
Negotiations	January 19-February 16, 2027	See Section 5.15.6

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Event	Date or Deadline	Description
Recommendation of Award Made to City Council	March 16, 2027, at 7pm	City staff obtain Council authorization to execute an Agreement.
Service Commencement Date	June 1, 2027	Commencement date of Services under the Agreement

The amount of time necessary for proposal evaluation may vary and is determined solely by the City. Following City Council action to award the fully negotiated contract or reject all proposals, all Proposals submitted are available for public review.

Proposals duly received will be publicly acknowledged at an official public opening in such a manner that does not disclose the contents of the Proposals. All names of Proposers shall be read publicly at Proposal Opening Date as shown in 0. Proposers are invited to attend the Proposal opening via video conference by emailing sherry.roberts@glennheightstx.gov for a Microsoft Teams or Zoom meeting invitation link.

5.2 RFP Documents and Document Distribution

The RFP Documents include:

A. The RFP main document

B. Exhibit A – Forms

C. Exhibit B – Draft Agreement

D. Exhibit C – Maps

E. Addenda to the RFP Documents, if any.

All RFP Documents shall be read as a whole. The Exhibits and Addenda, if any, constitute an integral part of this RFP and are incorporated by reference. The City may add, amend or supplement the RFP Documents.

The City will distribute all RFP Documents, including any Addenda, and City responses to Proposer Question Submissions, by making them available on the City's website as described in Section 5.5 of the RFP.

5.3 Addenda to the RFP Documents

The City may, at its sole discretion, amend or supplement the RFP Documents as provided in Section 5.4 of the RFP. The City shall issue changes to the RFP Documents by written addenda only. No other statement, whether oral or written, made by employees, officials, or representatives of the City or any other person, shall amend the RFP Documents. The City may issue Addenda at any time up to forty-eight (48) hours before the Proposal Submission Deadline.

Addenda to the RFP Documents issued by the City will be provided to all Proposers via posting on the

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City's website: https://glennheightstx.gov/Bids.aspx

So long as the Proposer has registered with the City and selected a United Nations Standard Products and Services Code (UNSPSC) code that this RFP has been issued under, Proposers will be notified by email that an addendum has been issued. Notification to Proposers by the City that RFP Documents have been added to or amended and posted to the City's website will only be provided notification by email if the Proposer has registered with the City. Proposers are solely responsible for regularly checking the City's website throughout the RFP Process to ensure that they have reviewed all documents prior to submittal of Proposals.

Proposers must complete the Acknowledgement of Addenda Form (Form 7). Failure to acknowledge all addenda may result in disqualification of the Proposer, in accordance with Section 5.16 of this RFP.

5.4 RFP Procedural and Content Clarifications

All questions regarding the meaning or intent of these documents shall be emailed to sherry.roberts@glennheightstx.gov. The City, as it determines necessary for interpretation or clarification, will respond to such questions through written addenda. Formal written addenda will be published and made available through the City's website.

Proposers shall submit all communications regarding the RFP Documents or the RFP Process in written form by e-mail to the Finance Director.

A. **Via e-mail to:** sherry.roberts@glennheightstx.gov

Please note, if an e-mail confirming receipt of your e-mail is not received within one (1) business day, please contact the Finance Director to verify receipt of your question.

No other interpretations or clarifications shall have any legal effect.

All written questions shall clearly identify the Proposer's name and the RFP number on the document or if sent by an e-mail on the subject line. For example: In Attention: [Proposer name] and [Solicitation RFP 2026-00 Solid Waste and Recycling Collection Services], in the subject line of an e-mail. If the Proposer's name and the Solicitation number is not included as specified above, the questions may not be answered.

Proposers making phone calls or other oral inquiries regarding RFP Documents, the RFP Process, or Proposals, will be referred to the Finance Director. The Finance Department will only instruct Proposers to submit their inquiry electronically in writing. The City will respond to all questions received before the Question Submission Deadline. The City may decide to respond or not to respond to questions received after the Question Submission Deadline. The City reserves the right not to answer questions received at any time that it deems to be ambiguous, unclear, or frivolous at its sole discretion.

Interpretations, corrections, or changes to the RFP Documents made in any other manner are not binding upon the City, and Proposers shall not rely upon such interpretations, corrections or changes. Oral explanations or instructions given before the award of any Agreement are not binding pursuant to Section 5.2 of the RFP.

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Any material information given to one Proposer concerning the RFP Documents will be furnished by an addendum posted on the City's website under the corresponding Solicitation number pursuant to Section 5.4 of the RFP.

5.5 Proposer to Make Own Examination

It is the responsibility and obligation of each Proposer to examine the RFP in its entirety and seek clarification or additional information, through submission of a question to the City regarding any matter the Proposer considers to be unclear before the Question Submission Deadline. The City assumes no responsibility for any misunderstanding by a Proposer of information contained in this RFP, addenda to this RFP, responses to Proposer Question Submissions, or any other pertinent documents or information provided by or communication made by the City regarding the RFP, RFP Documents, and RFP Process.

Each Proposer shall make its own examination, investigation, and research regarding the proper method of doing the work, all conditions affecting the work to be done, the labor, equipment and materials, and the quantity of the work to be performed. The Proposer agrees that it has satisfied itself by Proposer's own investigation and research regarding all of such conditions, and that Proposer's conclusion to enter into the Agreement and execution of the Agreement is based upon such investigation and research, and that Proposer shall make no claim against the City because of any of the estimates, statements or interpretations made by any officer or agent of the City which may prove to be erroneous in any respect.

The data contained in the RFP are for informational purposes only. The City makes no warranty as to the accuracy of this information. By submitting a Proposal, the Proposer agrees it is the sole responsibility of the Proposer to calculate and be responsible for the prices quoted in the applicable set of RFP forms.

5.6 Errors or Omissions

Proposers are expected to examine all RFP Documents and will not be allowed to take advantage of any error, omission, ambiguity, or inconsistency in the RFP Documents. Where errors or omissions appear in this RFP, the Proposer shall promptly notify the City in writing, directing communications to the Finance Director, of such error or omission it discovers. The City assumes no responsibility for errors or misrepresentations that result from the use of incomplete proposals.

Upon notification or identification of any error, omission, ambiguity, or inconsistency, the City may, at its sole discretion, choose to issue an addendum or addenda to the RFP in accordance with Section 5.4 of this RFP. Addenda shall be issued only for minor errors, omissions, ambiguities, or inconsistencies in the RFP Documents. If a major error, omission, ambiguity, or inconsistency is identified, the City reserves the right to void this RFP and re-solicit for proposals.

Any interpretations, corrections or changes to the specifications and plans will be made by addenda no later than forty-eight (48) hours prior to bid opening. Addenda will be distributed to all known recipients of proposal documents. Proposers shall acknowledge

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receipt of all addenda with submission of proposal pursuant in Form 7 (Acknowledgement of Addenda).

5.7 The City's Clarification and Verification of Proposals

The City may require the Proposer to

A. Clarify or verify the contents of its Proposal or any statement made by the Proposer

B. Require the Proposer to submit supplementary documentation clarifying or verifying any matters contained in its Proposal

C. Acknowledge the City's interpretation of the Proposal, or any parts thereof

The City is not obligated to seek clarification or verification of any aspect of a Proposal or any statement by a Proposer, including any ambiguity in a Proposal or in a statement made by a Proposer.

Any written information received by the City from a Proposer as a Proposer Question Submission may, in the
City's sole discretion, be considered as an integral part of the applicable Proposal.

5.8 Proposal Acceptance Period

By submission of its proposal, the Proposer acknowledges that it makes an offer that, if accepted in whole or in part by the City, constitutes a valid and binding Agreement as to any and all items proposed in writing to the City. The Proposal Acceptance Period is one hundred eighty (180) calendar days from the date of opening. The Proposal Acceptance Period may be extended by mutual agreement.

If the City wishes to extend the Proposal Acceptance Period, the City shall submit a request to extend the Proposal Acceptance Period to those Proposers whose Proposals, in the City's sole discretion, are still under consideration in the RFP Process. For greater clarity, the City may issue a request to extend the Proposal Acceptance Period at any point in the RFP Process.

5.9 Communication Restrictions

After release of this solicitation, Proposer contact regarding this RFP with members of the RFP evaluation, interview or selection panels, employees of the City or officials of the City other than the Finance Director or as otherwise indicated is prohibited and may result in disqualification from this procurement process. No officer, employee, agent or representative of the Proposer shall have any contact or discussion, verbal or written, with any members of the City Council, members of the RFP evaluation committee, interview, or selection panels, City staff or City's contractors, or directly or indirectly through others, seek to influence any City Council member, City staff, or City's contractors regarding any matters pertaining to this solicitation, except as herein provided. If a representative of any Proposer violates the foregoing prohibition by contacting any of the above listed parties with whom contact is not authorized, such contact may result in the Proposer being disqualified from the procurement process. Any oral communications are considered unofficial and non-binding with regard to this RFP.

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5.10 Exceptions to the RFP Documents

Although the specifications in the RFP Documents represent the City's anticipated needs, there may be instances in which it is in the City's best interest to permit exceptions to specifications and to evaluate alternatives. It is vital that the Proposer make clear where exceptions to the scope of services and technical specifications or draft Agreement and how the Proposer might provide alternatives. Therefore, when allowed, exceptions, conditions or stipulations to the provisions of the City's specifications must be clearly identified as such, together with reasons for taking exception, and submitted as part of the Proposal on the Exception Form (Form 9). If the Proposer does not make clear that an exception is being taken and where that exception is being proposed, the City will assume the Proposer is, in its proposal, responding to and will meet the specifications and requirements of this RFP.

Any Agreement developed as a result of this RFP may be based on the terms and conditions provided in Exhibit B. However, the City reserves the right to revise any of the Exhibits to reflect the negotiated terms and conditions. The Proposer shall indicate any exceptions to language provided in these exhibits in Form 9.

5.11 Proposer Interviews

The City may elect to conduct in-person interviews of Proposers in accordance with Section 5.15.5 of the RFP. If the City conducts interviews, the presentation shall be led by the Proposer's proposed day-to-day contact person. If the City elects to conduct interviews, interview dates and times will be coordinated with responsive Proposers before any Agreement is awarded.

5.12 Evaluation Criteria

To be considered for award, Proposers must demonstrate the ability to obtain adequate financial resources; be able to comply with required or proposed delivery/completion schedule; have a satisfactory record of performance; have a satisfactory record of integrity and ethics; be otherwise qualified and eligible to receive award as part of their Proposals, which will be evaluated on the criteria set forth in this section. To determine the Preferred Contractor(s), the City shall carry out the steps as described in Section 5.15 of the RFP.

The City maintains the right to award no Agreement solicited in the RFP and may exercise available extensions as part of its existing contracts, if deemed to be in the best interest of the City as determined by the evaluation process described in Section 5.15 of the RFP.

The RFP Submissions shall be evaluated based on the evaluation criteria and maximum number of points available provided in **Table 5-2**.

Table 5-2: Evaluation Criteria

Criteria	Maximum Points
Minimum Requirements	Pass/Fail

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Criteria	Maximum Points
Financial Proposal	40
Proposed Approach	35
Experience and Qualifications	20
Financial Capacity	5
Total	**100**

The following sections provide further descriptions of the criteria and the location of relevant chapters of the RFP Submissions that may be considered in the evaluation. Relevant chapters are provided for reference only, and Proposers must review the RFP in its entirety in developing their Proposals.

5.12.1 Minimum Requirements

Proposers shall provide references indicating that they have provided similar Service(s) that meets or exceeds the City's preferred minimum requirements as determined by this RFP in accordance with Section
7.9 and of the RFP. Meeting the City's minimum requirements shall be considered as a critical component of the evaluation of Technical Criteria as described in Section 5.15.2 of the RFP. The minimum criteria are scored on a pass-fail basis. Failure to provide proof of meeting the minimum requirements may result in
disqualification of Proposals from further consideration at the City's sole discretion.

5.12.2 Experience and Qualifications

Proposer's experience and qualifications provided in accordance with Section 7.8 of the RFP shall indicate the Proposer's relevant company history and ownership, subcontractors, performance history, key personnel experience and qualifications with work of similar scope and complexity, and financial capacity to perform the work. Proposers with high levels of experience, qualifications and financial capacity shall be deemed most advantageous to the City.

5.12.3 Proposed Approach

Proposer's approach to providing Service(s) shall reflect the ability to meet the contract requirements in accordance with Section 6.0 of the RFP as demonstrated by the information provided in their Proposal. Proposers shall be evaluated on their demonstrated ability and resources to manage an operator transition and show the ability to implement and effectively manage Service for the term of any Agreement developed as a result of this RFP. The City shall consider key personnel, facilities, equipment and capability to provide consistent quality control and worker training and all other technical specifications required as described in Section 6.0 of the RFP.

Proposers may take exceptions to the scope of work and/or draft Agreement language as described in Section 5.11 by indicating them on the Exception Form (Form 9). The City shall consider the impact of exceptions to requirements set forth in this RFP, and points will be awarded based on the anticipated impact such exceptions would have on the City. Proposers with beneficial exceptions, minimal exceptions or no exceptions to the

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requirements set forth in this RFP shall be deemed most advantageous to the City. Rather than request exceptions, Proposers may also ask questions to the City before the Question Submission Deadline to determine whether the City would potentially consider the matter in question prior to communicating it as an exception to requirements set forth in this RFP.

5.12.4 Financial Capacity

The City will evaluate evidence submitted by the Proposer demonstrating financial resources and a history of creditworthiness, strong financial profit and loss performance, ability to generate working capital, and current capacity to repay debt.

5.12.5 Financial Proposal

Costs provided shall be inclusive of all costs necessary to meet the requirements included in this RFP and shall be compared and evaluated for their competitiveness, reasonableness, and logically consistent relationship with proposed equipment, services, facilities, conditions, and operating assumptions. The City may evaluate multiple combinations of services under various sets of assumptions to determine the overall best value to the City under alternative scenarios. The Proposer with the lowest overall cost to the City shall receive all available points and all other Proposers will receive a proportional share of the points based on the proration of their cost to the lowest cost option.

5.13 Evaluation Committee and Advisors

The City will establish an Evaluation Committee for the purpose of evaluating Proposals in accordance with the evaluation criteria described in Section 5.13. The City, in its sole discretion, will determine the size, structure and composition of the Evaluation Committee and any sub-committees of the Evaluation
Committee. The Evaluation Committee may be assisted by and receive advice from any of the City's advisors or any other employees or representatives of the City as non-voting members of the Evaluation Committee.

If a member of the Evaluation Committee or, if applicable, evaluation sub-committee becomes unable to continue serving on the Evaluation Committee or evaluation sub-committee before the completion of a step in the evaluation process the evaluation comments and scores of that individual, in respect of the uncompleted steps in the evaluation process only, shall be ignored. For greater clarity, if an Evaluation Committee or sub-committee member becomes unable to continue serving on the Evaluation Committee or a sub-committee after the full completion of a step in the evaluation process, the results of the completed steps of the evaluation process are unaffected and remain valid. Whether or not an Evaluation Committee or sub-committee member, in these circumstances, is replaced is in the sole discretion of the City.

5.14 Steps in the Evaluation Process

5.14.1 Step 1 – Compliance of Proposals

In Step 1 of the evaluation process, the City will open each Proposal and will review the contents thereof to assess whether it is in compliance with the terms and conditions as described in this RFP, including whether all documents required to be submitted have

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been appropriately submitted and whether the minimum requirements are met.

Each Proposer acknowledges and agrees that the City's evaluation of compliance with the RFP is not an evaluation of absolute compliance and that the City may waive failure to comply that, in the City's sole discretion, does not constitute a material deviation.

With the exception of a material deviation that has not been waived by the City, an omission or error in connection with the requirements of the RFP will not lead to the automatic rejection of the proposal concerned, provided, if requested by the City, the Proposer remedies the error or omission to the City's satisfaction within the time determined by the City, which must be at least one day following the date on which the Proposer receives a written request to that effect from the Finance Director.

5.14.2 Step 2 – Review and Scoring of the Technical Criteria

In Step 2 of the evaluation process, the Evaluation Committee will evaluate and score the Technical Criteria of each proposal. Technical Criteria include content in the RFP Submissions related to evaluating the Minimum Requirements, Proposed Approach, and Experience and Qualifications. Only those Proposers that are compliant in Step 1 will be considered in Step 2 of the evaluation process.

5.14.3 Step 3 – Review and Scoring of the Financial Proposal

In Step 3 of the evaluation process, after the Technical Scores are completed and finalized, only those receiving 40 of the 60 available points from Technical Criteria shall move to the 3rd step. The City may evaluate multiple combinations of services under various sets of assumptions to determine the overall best value to the City under alternative scenarios. The Proposer with the lowest overall cost to the City shall receive all available points and all other Proposers will receive a proportional share of the points based on the proration of their cost to the lowest cost option.

5.14.4 Step 4 – Short List

In Step 4 of the evaluation process, the Proposers with the highest scores will be placed on a short list to move to Step 5.

5.14.5 Step 5 – Interviews and Best and Final Offers

In Step 5 of the evaluation process the Evaluation Committee shall have the opportunity, at its sole discretion, to

A. Request and schedule an interview from short list Proposers that has been selected to move forward as part of the evaluation process.

B. Request that Proposers that have been interviewed submit a Best and Final Offer (BAFO) for one or more parts of the RFP Submission for the Evaluation Committee's review.

C. Request written clarifications from Proposers based on the Evaluation Committee's review of the BAFO.

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D. Upon completing Proposer interviews and reviewing any BAFOs submitted, the Evaluation Committee shall adjust the scoring for short list Proposers as appropriate.

E. The City may enter directly into negotiations with the higher-ranking short list Proposer as described in Step 6 and is under no obligation to request Proposer interviews or any BAFOs.

5.14.6 Step 6 – Negotiation and Contract Award

In Step 6 of the evaluation process, the City may elect to negotiate an Agreement with the highest scoring Proposer as determined by the Evaluation Committee. Any and all verbal communications and/or commitments made during the negotiation process that are deemed agreeable to both the City and the Selected Proposer shall be submitted in written form and made part of the resulting Agreement. The City reserves the right to waive negotiations and award an Agreement based on initial proposals received without discussions. Therefore, initial proposals should contain the Proposer's best terms.

Should negotiations with the highest evaluated Proposer not produce an Agreement, the City reserves the right to begin negotiations with the second highest evaluated Proposer, and so on, until an acceptable Agreement is negotiated, or to break off negotiations with all firms and not award any Agreement. The City reserves the right to reject any and all proposals and is under no obligation to award an Agreement.

The responsibility for the final selection and award of an Agreement rests solely with the City Council. The City shall not be liable to any Proposer for costs associated with responding to this RFP, for proposer's participation in any oral interview, or any cost associated with negotiations pursuant to Section 4.7 of the RFP and all Proposals shall remain valid and irrevocable until the expiration of the Proposal Acceptance Period.

5.15 General Evaluation and Disqualification Provisions

5.15.1 The City's Discretion in Determining Compliance, Scoring and Ranking

The City shall, in its sole discretion, determine

A. The membership of the Evaluation Committee and any sub-committees of the Evaluation Committee

B. Whether a Proposal is compliant

C. Whether a failure to comply constitutes a material deviation

D. Whether a Proposer's Proposal meets the minimum qualifications of this RFP

E. The rankings of the Proposals and whether a Proposal is disqualified or will cease to be considered in the evaluation process.

The City's discretion in determining compliance, scores, ranking and disqualification of the Proposers and their proposal shall not be limited or restricted in any way. The City has the

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right, at any time and in its sole discretion, to consider in the evaluation of the proposals or in the exercise of any of the City's rights under this RFP:

A. Any instances of poor performance by a Proposer that the City has experienced

B. Any publicly available information about a Proposer that is, in the City's sole discretion, credible information.

Additionally, the City maintains the right to accept or reject any and all Proposals and re-solicit Proposals as it deems to be in the best interests of the City. If an Agreement is developed as a result of this RFP, it shall be made to the Proposer who scores highest in the Proposal evaluation as determined by the City taking into consideration the evaluation criteria set forth in Section 5.13 of the RFP.

Once an Agreement is awarded, prices shall remain firm for the Agreement term except as otherwise stated in the Agreement. The Agreement shall commence on the date of award and continue until all terms and conditions are satisfied and complete.

5.15.2 Disqualification

The City may, in its sole discretion, disqualify a Proposer or reverse their decision to make an award (even if the award has already been made to a Selected Proposer under this RFP) at any time if:

A. The Proposer contravenes RFP Section 5.10 of the RFP.

B. The Proposer fails to comply with Applicable Law.

C. The Proposal contains false or misleading information or a misrepresentation.

D. The Proposer or any of their respective advisors, employees or representatives directly or indirectly collude with one or more other Proposers or any of their respective advisors, employees or representatives in the preparation or submission of a Proposal or otherwise contravenes Section 5.10 of the RFP.

E. The Proposer has committed a material breach of any existing agreement between the Proposer and the City.

F. The Proposer has been convicted of an offense in connection with any services rendered to the City.

G. There are any convictions related to inappropriate bidding practices or unethical behavior by a Proposer or any of their affiliates in relation to a public or broader public sector solicitation.

5.15.3 Dispute Resolution

The Contractor shall endeavor to settle all disputes arising out of or relating to any

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Agreement developed as a result of this RFP by amicable negotiations. Except as otherwise provided herein, any claim, dispute, disagreement or controversy that arises between the City and the Contractor under or relating to any Agreement developed as a result of this RFP that is not amicably settled shall be submitted to mediation. If the parties remain unable to resolve the controversy through mediation, then either party may pursue their claim, dispute, disagreement or controversy in a court with proper venue in the County of Caldwell, State of Texas, within which the services are being performed. Nothing herein shall be construed as a waiver or surrender of the City's governmental power or immunity.

6.0 SCOPE OF WORK

This section details the scope of work for each Service included in this RFP. Services performed will be in accordance with any Agreement developed as a result of this RFP and based on the terms provided herein or as otherwise agreed to by the City and Proposer. For clarity, the terms provided herein may be incorporated into any Agreement developed as a result of this RFP as required and described in Section 4.14. The City reserves the right to revise the terms and conditions to reflect the negotiated terms and conditions after the award of an Agreement.

The purpose of this section is to describe the general descriptions and terms that are applicable to the Services described in each section. Throughout this section there are references to specific locations in the Agreement attached as Exhibit B that contain additional information and detailed specifications related to the scope of work for each Service included in this RFP. Proposer shall carefully review the Agreement provided as Exhibit B for the complete scope of services. Service(s) performed will be in accordance with the Agreement and as negotiated between the City and the Contractor. The Agreement may be adjusted at the City's sole discretion to reflect the specific services to be provided by the Contractor. The following is an overview of the scope of services.

The City is seeking to transition from weekly residential trash collection, residential recycling, bundled brush, or bulky items per pickup under the current contract. Instead, the City is seeking proposals to collect residential trash, residential recycling, brush, bulky waste, and household hazardous waste on a once or twice a week schedule. Communication and implementation of this transition is a key responsibility of the Contractor.

6.1 Cost Adjustments

The rates proposed in the Financial Proposal (Form 3), or as otherwise agreed to in writing by the City and Proposer shall remain effective for at least the first full Fiscal Year of Services under any Agreement developed as a result of the RFP, unless otherwise agreed to in writing by the City and Contractor.

Cost adjustments may be requested by the Contractor on an annual basis beginning June 1, 2028, and are subject to City approval based upon the past year's performance. Cost adjustment requests must be received by the City by March 1st of each year and take effect on June 1st of each year to align with the City's budget development and approval

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process, or the Proposer forfeits the right to request a cost adjustment for the upcoming year.

Cost adjustments shall be based on price indices as further described in Section 29.0 of the Agreement and shall not exceed five percent (5%) for any single year or a cumulative increase of fifteen percent (15%) over a four-year period.

[Reference: Section 29.0 of the Agreement]

6.2 Recordkeeping and Reporting

The Contractor shall maintain sufficient records to document fees charged, and services provided, and to demonstrate financial stability, and compliance with all legal requirements and terms and conditions of the Agreement. Such records shall be made available at any time during business hours for inspection by the City throughout the effective period of the Agreement and for a period of five (5) years after the final payment.

The Contractor shall also be required to report certain events to the City within specified timeframes and submit regular monthly no later the two weeks from the ending of the prior month, provide in-person quarterly reports to City Council and in-person annual reports to the City Council as described in the Agreement.

[Reference: Sections 45.0 and 46.0 of the Agreement]

6.3 Contingency Plan

At least ninety (90) days prior to the Service Commencement Date, the Contractor shall submit a Contingency Plan to the City's Representative for approval as described in Section 7.12 of the RFP. The
Contingency Plan shall show the Proposer's detailed arrangements to provide facilities, vehicles, equipment, personnel, subcontracted services, or other resources as required to maintain uninterrupted Service(s) during equipment failures, natural disasters, emergency downtime, outages, labor disputes or any other situation or condition that would impair Proposer's ability to provide Service(s), as applicable to each Service. The final approved Contingency Plan shall be included in the Agreement.

[Reference: Section 33.0 of the Agreement]

6.4 Transition Plan

The Proposer understands, acknowledges, and agrees that smooth transitions between service providers at the beginning and end of the Agreement is essential for the health and safety of the City and its residents and businesses. The Proposer shall cooperate fully with the City to ensure timely, smooth, and uninterrupted transitions between service providers at the beginning and end of the Agreement.

Not later than sixty (60) days after the date of contract award, the Contractor(s) shall submit a Transition Plan to the City's Representative for approval as described in Section 7.12 of the RFP. The Transition Plan shall describe the Contractor's commitments and capabilities to support the City during transition to Service delivery by the Contractor on the Service Commencement Date and transition to Service delivery by the subsequent Contractor or

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the by the City upon termination of the Agreement. The final approved Transition Plan shall be included as part of the Agreement.

[Reference: Section 32.2 of the Agreement]

6.5 City's Responsibilities

The City agrees to fulfill the following responsibilities as they relate directly to any Agreement developed as a result of this RFP:

A. Paying invoices in a timely manner;

B. Providing timely review and responses to reports, requests for approval, and other submissions made by the Contractor;

C. Working cooperatively with the Contractor to resolve customer service issues;

D. Providing the Contractor with a customer list of Residential and Commercial Collection Services at least one month before Service Commencement;

E. Providing monthly updates on the number of service units;

F. Communicating Cart purchase requirements and specifications (if the Contractor provides Cart Purchase Service); and

G. Performing other duties as described in the Agreement.

6.6 Inspection Rights

The City or any of its duly authorized representatives shall have access, within twenty-four (24) hours of notification, to inspect the Contractor's facilities and equipment, as the City deems reasonably necessary, to verify compliance with the terms of the Agreement. The City shall conduct the inspection of facilities and equipment during regular hours of operation. The Contractor shall make available to the City all reasonable assistance to facilitate performance of inspections.

[Reference: Section 35.0 of the Agreement]

6.7 Days and Hours of Operation

The Contractor shall provide Collection Services between the hours of 7:00AM and 6:00PM, Monday through Friday, with Saturday collection as needed for additional capacity and as required to make up for collection days missed due to holidays and Proposers shall indicate if Commercial Collection Services could be provided weekly on Saturdays. If so, Proposers shall provide pricing for these weekend services. Operating outside of regular approved collection hours is subject to Liquidated Damages.

[Reference: Section of 14.0 the Agreement]

6.8 Holidays

The Proposer shall not be obligated to provide Service on recognized holidays set forth in the Agreement including New Year's Day (January 1), Memorial Day (Fourth Monday in

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May), Independence Day (July 4), Labor Day (First Monday in September), Thanksgiving Day (Fourth Thursday in November), and Christmas Day (December 25). Holidays may be added, deleted, or changed upon the sole determination of the City.

The Contractor shall not provide Collection Services on Thanksgiving Day and Christmas Day but on other holidays they may choose whether to observe the holiday or to provide Collection Services at their sole discretion. Any collection days missed due to holiday observances shall be made up on the following Saturday or any day of the week during the week the holiday falls upon.

[Reference: Section 13.3 of the Agreement]

6.9 Personnel Standards

Any Agreement developed as a result of this RFP shall include personnel standards to ensure that the Contractor's employees are qualified, trained, licensed, and equipped to perform all of their duties in a safe, respectful, competent, and courteous manner in compliance with applicable laws and regulations.

Proposers shall submit information with their Proposals about their method of approach for satisfying or exceeding minimum personnel standards further described in Section 7.10 of the RFP.

[Reference: Section 30.2 of the Agreement]

6.10 Nuisance Control

Any Agreement developed as a result of this RFP shall include standards to ensure that the Proposer provides services in a manner that prevents litter, noise, odor, vermin, dust and other nuisances. Proposers shall submit information with their Proposals about their method of approach to meeting or exceeding minimum nuisance control standards as further described in Section 7.10 of the RFP.

[Reference: Sections 34.0 and 27.0 of the Agreement]

6.11 Property Damage

Any Agreement developed as a result of this RFP shall include standards to ensure that the Proposer takes all necessary precautions to protect public and private property during the performance of the Services, promptly notifies the City and the property owner in the event that any property damage occurs, and fully restores the damaged property to its original condition at no cost to the property owner in a timely manner.

[Reference: Section 33.0 of the Agreement]

6.12 Liquidated Damages

If the Proposer does not perform Service in a timely manner or pursuant to the terms of any Agreement developed as a result of this RFP, the City will suffer damages which are difficult to determine and adequately specify. The City may apply liquidated damages as further described in Section 38.0 of the Agreement.

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[Reference: Section 38.0 of the Agreement]

6.13 Customer Service and Communications

The Proposer understands, acknowledges, and agrees that customer service is important to the City. The Proposer shall work cooperatively with the City to maintain a high level of customer service and ensure that Collection Services are delivered in an accessible, professional, and responsible manner.

Key customer service requirements include:

A. Meeting with the City's Representative on a quarterly in-person basis to discuss process improvements, performance metrics, performance issues, and service planning

B. Responding to customer complaints within specified timeframes

C. Electronic tracking and reporting of customer service issues and complaint resolution

[Reference: Section 31.0 of the Agreement]

6.14 Residential Trash Collection Services

The Contractor shall Collect one (1) time per week from each Residential Service Unit, on a scheduled Collection Day, all Trash placed at the Curbside in Carts. The Contractor shall also Collect Trash in Carts from City-approved Alley Service Units and Modified Collection Locations for disabled residents at no additional cost to the City or residents. The City will select 96-gallon Trash Carts for all Residential Service Units and when requested 65-gallon Trash Cart for senior citizens. The Contractor will be responsible for maintaining Trash Cart inventory, Trash Cart sizing, and Trash Cart swapping. Basic service shall include one (1) Trash Cart per Residential Service Unit with additional Trash Carts available for a fee. Proposers shall enter their proposed Contract Rates for Residential Trash Collection Services on Form 3A.

[Reference: Section 8.1.1 of the Agreement]

6.15 Residential Recycling Collection Services

The Contractor shall Collect every other week from each Residential Service Unit all Program Recyclable Materials placed at the Curbside in 96-gallon Carts and haul it to a Recyclable Material Facility provided by the Contractor for Processing. The Contractor shall also Collect Program Recyclable Materials from City-approved Alley Service Units and Modified Collection Locations for disabled residents at no additional cost to the City or residents. Basic service shall include one (1) Recycling Cart per Residential Service Unit with additional Recycling Carts available for a fee. The City requests pricing for opt-in and universal Residential Recycling Collection Service. Currently, the City has a Residential Recycling Collection Service servicing approximately 5,800 homes. The Contractor's per-Cart fees for Recycling Collection, which shall include the cost of Collection, hauling and Processing at the Contractor's Recyclable Material Facility. Proposers shall enter their Proposed Contract Rates for Residential Recycling Collection Services on Form 3B.

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[Reference: Section 8.1.2 of the Agreement]

6.16 Yard, Brush, and Bulky Waste Collection Services

The Contractor shall provide Curbside Collection of Yard, Brush, and Bulky Waste to all Residential Service Units. For Alley Service Units, Yard, Brush, and Bulky Waste Collection shall be at the Curbside in front of the house and not in the alley. Modified Collection Locations for residents with disabilities are not required for Yard, Brush, and Bulky Waste Collection. Residents may set out up to four (4) cubic yards of Yard, Brush, and Bulky Waste per Collection for monthly and by appointment collection. Residents may set out up to twelve
(12) cubic yards of Yard, Brush, and Bulky Waste per Collection for biannual and quarterly collection.

At no additional cost to the City or residents, the Contractor shall collect natural Christmas trees from Residents on regular Collection Days between December 26 and January 27. Residents are not required to cut and bundle trees as required for normal Yard Waste collection.

Proposers shall provide pricing for the following Yard, Brush, and Bulky Waste Collection service options on Form 3C.

Bulky Waste Service Option	Collection Frequency
Option 1	Weekly
Option 2	Monthly
Option 3	Quarterly
Option 4	By Appointment (up to 4 per year)

[Reference: Section 8.1.3 of the Agreement]

6.17 Additional Yard, Brush, and Bulky Waste Collection Services

A Resident may submit requests to the Contractor for Yard, Brush, and Bulky Waste Collection Services in excess of the frequencies and quantities included in the City's basic service as outlined in Section 6.16, Service Options 1-6. Proposers shall enter in the space provided on Form 3C their proposed Contract Rate for each additional Yard, Brush, and Bulky Waste Collection to be charged to the resident on a per-trip basis. The Contractor is required to accept up to four (4) cubic yards on each additional trip charged to a resident. The Contractor shall not perform any Additional Yard, Brush, and Bulky Waste Collection Services without first obtaining agreement in writing from the Resident, including agreement on price. The cost of Disposal shall be included in the price entered on Form 3C.

[Reference: Section 8.1.4 of the Agreement]

6.18 Household Hazardous Waste Collection Services

The City is requesting optional Proposals for weekly collection of Household Hazardous Waste. The City is requesting Contractor to participate in one annual City Cleanup Event

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which will include the collection of Household Hazardous Waste at a location to be coordinated within City limits. At minimum, the proposed Collection program should include the material defined as Program Household Hazardous Waste in the Agreement and include recommendations for additional materials that can be added at minimum additional cost. If implemented, the Contractor shall Collect, haul, and deliver Program Household Hazardous Waste and deliver it to a Household Hazardous Waste Processing Facility provided by the Contractor and identified in the Proponent's Proposal. The Contractor shall Process Program Household Hazardous Waste in the manner specified in their Proposal.

Proposers shall submit details about their proposed program as further described in Section 7.10.2. Proposers may enter proposed fees on Form 3D Prices include the cost of Collection, hauling and Processing.

[Reference: Section 8.1.5 of the Agreement]

6.19 Commercial Collection

The Contractor shall offer Trash and Recycling Collection Services to all Commercial Customers within the Service Area. For the purposes of the Agreement, Commercial Customers are defined to include but not be limited to Multi-family Complexes, businesses, industrial, and institutional properties, construction or demolition projects, or private individuals renting roll-off bins at their own residences.

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A. **Commercial Trash Collection Services.** The Contractor shall collect Trash in Carts and compacted or uncompacted Front Load and Roll-Off Containers with sizes and collection frequencies as mutually agreed upon by the Customer and the Contractor. The Contractor shall collect, haul, and dispose of all Commercial Trash at a Disposal Site supplied by the Contractor. The Proposer shall enter proposed Contract Rates for each Container type, which includes the cost of Disposal.

B. **Commercial Recycling Collection Services.** The Contractor shall collect commingled Program Recyclable Material in Carts and compacted or uncompacted Front Load and Roll-Off Containers with sizes and collection frequencies as mutually agreed upon by the Customer and the Contractor. The Contractor shall Collect, haul, and Process all Commercial Program Recyclable Material at a Recyclable Material Facility supplied by the Contractor. The Proposer shall enter proposed Contract Rates for each Container type, which shall include the cost of Processing at the Contractor's Recyclable Material Facility.

[Reference: Section 9.0 of the Agreement]

6.20 Cart Purchase Service

The City is requesting pricing from the Contractor to purchase new Carts on behalf of the City. Alternatively, the City may elect to purchase new Carts directly from the manufacturer at its sole option. Under all options, the Carts shall be owned by the City, and the City shall retain ownership and possession of the Carts at the end of the Agreement, whether the initial Cart purchase was made by the City or the Contractor.

If the Contractor purchases Carts on behalf of the City, the Contractor shall recover the cost of Cart Purchase through a monthly fee equal the cost of the Carts paid out over five (5) years.

The City reserves the right to refuse all Proposals for Cart Purchase Service without obligation to the Proposer and to purchase Carts on its own behalf.

The following shall apply to all Cart Purchase options.

- If the Contractor purchases Carts on behalf of the City, the Contractor shall be responsible for assembly and initial distribution of Carts to Residential Service Units, Commercial Customers, and City Facilities, and the cost of performing this Service shall be included in the proposed fees entered by the Proposer on Form 3G.1. If the City elects to purchase Carts directly from the manufacturer, the City may, at its sole discretion, contract with the manufacturer for assembly and distribution of the Carts without compensation to the Contractor, or the City may request that the Contractor assemble and distribute City-purchased Carts on behalf of the City for the one-time fee entered by the Proposer Form 3G.2. In all cases the Contractor shall supervise initial Cart distribution.

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- Carts shall meet the minimum specifications in Section 22.8 of the Draft Agreement. The Proposer shall provide documentation demonstrating compliance with these specifications and provide a sample of the proposed Carts to the City if requested.
- The Contractor shall be responsible for Cart operations including but not limited to storage, assembly, warranty replacement, repair, maintenance and delivery of repaired, and replacement Carts to customers in accordance with Section 22.0 of the Agreement. The cost of these services shall be included in the proposed collection fees on Form 3A, Form 3B, Form 3E.1, and Form 3F.1.

The City shall determine the appearance of the Carts at its sole discretion. If the Contractor purchases Carts on behalf of the City, the City shall communicate detailed specifications for the appearance of the Carts (e.g. colors and graphics) in accordance with Section 22.9 of the Agreement.

The Contractor shall have computer software capable of supplying the City with detailed Cart information to meet all recordkeeping and reporting requirements in accordance with Section 6.2 of the RFP.

[Reference: Section 22.0 of the Agreement]

6.21 City Facilities

The Contractor shall provide Trash and Recycling Collection to City Facilities in Carts, Front Load Containers, and Roll-Off Containers as designated by the City. Current container types, sizes, and Collection frequencies for existing City Facilities are provided in Section 3.5. The City may designate additional City owned facilities in the future at its sole discretion. Collection Services at City Facilities shall be provided at no cost to the City.

[Reference: Section 10.0 of the Agreement]

6.22 City Events and Special Projects

The Contractor shall provide Collection, Processing, and Disposal services for City events and Special Projects as designated by the City, including but not limited to the following.

- The City may request Trash and Recycling Collection services for City events and projects at the Contract Rates for equipment rentals at contract rates or as an in-kind donation.
- The City requests an annual contribution to the City of at least $27,000 to go towards City Events, adjusted by the cost adjustment process.

Proposers shall enter proposed Contract Rates for equipment rental for City Events and Projects on Form 3H. Contract Rates include supply of equipment, a driver, fuel, hauling, Disposal, and other incidental costs. If requested by the City, the driver must remain on-site during the event at contract rates.

[Reference: Section 10.1 of the Agreement]

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6.23 Collection Location

This section provides an overview of collection location of all Collection Services included in this RFP. Collection location is defined within the Agreement for each of the following services.

A. **Residential Collection Services.** Collection location for Residential Collection Services shall be Curbside, except for locations with City-approved Modified Collection Locations for disabled residents or City-approved Alley Service Units.

B. **Commercial Collection Services.** Collection location for Commercial Collection Services shall be at a location agreed upon by the Contractor and the Customer.

C. **City Services.** Collection location for City Services shall be at City owned buildings, facilities and events or other locations at the discretion of the City.

6.24 Waste Disposal Sites

The Contractor shall have and maintain during the Agreement Term adequate capacity at its Proposed Disposal Site to receive all Trash and Bulky Waste collected under the Agreement from all Residential, Commercial, and City Services sources. The Contractor's Disposal Site shall be properly authorized under all applicable federal, state and local laws.

6.25 Recyclable Material Facility

The Contractor shall be responsible for Processing all Program Recyclable Materials collected under the Agreement at a Recyclable Material Facility provided by the Contractor and identified in the Proposal. The Contractor shall have and maintain sufficient capacity at its proposed Recyclable Material Facility to receive, and Process all Program Recyclable Material collected in the City throughout the Agreement Term. The Contractor may design and construct a Recyclable Material Facility to fulfill the terms of the Agreement or use an existing facility.

The Contractor shall operate the Recyclable Material Facility in compliance with all applicable laws. The Contractor shall use processing equipment at the Recyclable Material Facility capable of complying with product specifications of secondary materials buyers including, but not limited to, product form, size, weight, density, and degree of contamination. In addition, the Contractor shall use processing equipment capable of processing ninety-five percent (95.0%) by weight of Program Recyclable Materials into Recovered Materials monthly. The City reserves the right to review the Contractor's operating records and/or perform material composition audits to verify compliance with these requirements.

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The Contractor shall market one hundred percent (100%) of Recovered Materials to secondary markets. Disposal of Program Recyclable Materials or Recovered Materials is strictly prohibited. Upon request by the City, the Contractor shall provide information identifying where Program Recyclable Material is marketed, including location of such markets and whether markets are domestic or international. The Contractor shall also be responsible for Disposal of all Residue generated by processing of Program Recyclable Material. The Proposer shall include the cost of Collection, hauling, and Processing Program Recyclable Materials in its unit prices submitted on Form 3.

[Reference: Section 16.0 of the Agreement]

6.26 Transfer Stations

If the Proposer intends to use a transfer station to haul Trash, Program Recyclable Material, Brush and Bulky Waste, or Yard Waste to a Disposal Site or Processing Facility, the transfer station shall be identified in the Proposal and the Proposer shall provide details about the proposed transfer station in accordance with Section 7.10.5. The cost of receiving materials at the transfer station and hauling from the transfer station to the Disposal Site or Processing Facility shall be included in the Proposer's unit prices on Form 3.

[Reference: Section 17.0 of the Agreement]

6.27 Household Hazardous Waste Processing Facility

If a proposer submits a Proposal for Household Hazardous Waste Collection Services, the proposer shall identify the location and permit number of the licensed facility or facilities where collected materials will be processed and a letter from the facility owner confirming availability of capacity to receive materials collected through the program. The City shall have the right to inspect the facility during business hours with reasonable notice in advance.

[Reference: Section 18.0 of the Agreement]

6.28 Commingling of Materials

The Contractor shall be allowed to commingle material collected under the Agreement with material collected from other sources outside the City provided that the City does not contract with the City of Glenn Heights for Disposal of Residential Trash and Brush and Bulky Waste and/or Processing of Yard Waste. If the City does contract with the City of Glenn Heights then the Agreement shall be updated to prohibit commingling of those materials with Commercial material or material from sources outside the City.

[Reference: Section 19.0 of the Agreement]

6.29 Unaccepted Set-Outs

In the event of an Unaccepted Set-out, the Contractor shall:

A. Take a photograph of the entire set-out;

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B. Collect any portion that is properly set-out and can be easily separated;

C. Leave an Unaccepted Set-out Notice stating the reason the set-out or portion of the set-out was designated an Unaccepted Set-out; and

D. Record the location address.

E. Provide a non-compliance daily report to the City.

[Reference: Section 24.0 of the Agreement]

6.30 Carts and Containers

The Contractor, at its sole cost, shall provide a secured area within the City or other mutually agreeable location to store Carts prior to distribution or replacement. The Contractor, at its sole cost, shall deliver Cart(s) to Residential or Commercial customers within two (2) business days of receiving a customer request for repair or replacement.

As discussed in Section 6.20 of the RFP, the City is requesting pricing from the Contractor to purchase Carts on behalf of the City. Alternatively, the City may elect to purchase Carts directly from the manufacturer at its sole option. Carts shall be owned by the City, and the City shall retain ownership and possession of the Carts at the end of the Agreement whether the initial Cart purchase was made by the City or the Contractor. The color and appearance of the Carts shall be at the City's sole discretion. The Carts shall display the City's name, logo, customer service number and any other information requested by the City.

The Contractor shall be responsible for Cart storage, maintenance, repair, and replacement services including pick-up and delivery of repaired and replacement Carts. Carts shall be stored and maintained at a location provided by the Contractor and shall not be stored on City property. The Contractor shall provide such Cart services at no additional cost to the City and all costs shall be included in the Proposer's Financial Proposal (Form 3).

The Contractor shall provide warranty support for the City's Carts and shall have computer software capable of supplying the City with detailed information to meet all recordkeeping and reporting requirements in accordance with Sections 45.0 and 46.0 of the Agreement.

Contractor shall provide Front Load Containers, Roll-Off Containers, and Compactors to Commercial Customers in sufficient number and of sufficient capacity to perform the Services under this agreement. The Contractor shall maintain Containers or Compactors supplied to Commercial Customers on a rental basis. Commercial Customers shall also have the option of owning their own Containers or Compactors.

[Reference: Sections 22.0 and 23.0 of the Agreement]

6.31 Missed Collection

A missed collection complaint occurs when a customer reports that their material was set out at the correct time and in the manner prescribed by the Agreement and was not collected by the Contractor.

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If the City or the Contractor receives a missed collection complaint, the Contractor shall investigate using the collection vehicle's onboard cameras. If the Contractor cannot demonstrate that the material was not set-out, or that an Unaccepted Set-out notice was delivered due to a non-compliant set-out, then the complaint shall be considered confirmed, and the Contractor shall be subject to Liquidated Damages. If the Contractor is notified of a confirmed missed collection prior to 1:00 PM then the Contractor shall return to the property to pick-up the missed collection on the same day that notice is received. If the Contractor is notified of a missed collection after 1:00 PM then the Contractor shall return to the property pick up the missed collection no later than 8:00 AM on the day after the complaint is received.

[Reference: Section 25.0 of the Agreement]

6.32 Storm and Disaster Debris Management

In the event of an emergency declaration by the City, the President of the United States, or Federal Emergency Management Agency (FEMA) affecting the Service Area, the Contractor shall not be responsible for collection of debris generated from or as a result of such emergency, to the extent that such debris is in excess of normal volumes and material types collected through services provided under this Contract.

In the event of such emergency declarations, the Contractor shall be required to continue provisions of services in accordance with this Contract, including collection of all materials and material quantity limits as defined herein. On a non-exclusive basis, the City may negotiate with the Contractor for additional services if required or may negotiate with other service providers for quantities in excess of normal volumes.

Emergency declaration, as defined in this Section, shall not automatically invoke Force Majeure terms, as defined in Section 41.0 of the Agreement.

[Reference: Section 20.0 of the Agreement]

6.33 Education and Outreach

The Contractor shall have the following responsibilities related to public education and outreach:

A. Cooperate with the City related to education and outreach efforts, including providing outreach about any transition implementation information and information to support messaging

B. Support other public education activities and community events

C. Distribute developed and printed public education materials upon request by the City

D. Maintain copies of information and notices left for Residents and Customers regarding Unaccepted Set Out notices for compliance purposes

E. Provide information regarding recyclable materials and services for recycling-related community events

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F. Assist with development or distribution of program introduction or change notices if requested by the City

G. Contractor to provide educational tours of the disposal and recycling facility, upon City or community request

[Reference: Section 26.0 of the Agreement]

6.34 Vehicle and Equipment Standards

The Contractor shall provide a fleet of collection vehicles and equipment sufficient in number and capacity to efficiently perform all services proposed and to meet the requirements in Section 21.0 of the Agreement. The Respondent shall equip all Collection Vehicles with onboard electronic equipment and systems such as cameras, internet, GPS, software and communication systems as required to provide real-time positioning and routing of Collection Vehicles, work order management and photo verification of service delivery as further described in Draft Agreement Section 21.0. The City shall have real time read-only access to the onboard data systems. The Respondent shall provide details about the proposed equipment, software, and systems in their Proposals. All costs to install, maintain and operate the onboard technology systems are included in base Contract Rates for Residential Services. The City requires mechanically operated arm collection vehicles and will not accept responses for manual rear load vehicles.

[Reference: Section 21.0 of the Draft Agreement]

6.35 Customer Billing or Option to Bill Customer

The Contractor shall invoice the City for Residential Collection Services on a monthly basis. The invoice shall be based on the number of Service Units multiplied by the applicable Contract Rates. The Contractor shall also invoice residents for any Additional Yard, Brush, and Bulky Waste Collection Services that are requested in in accordance with Section 6.176.17. Within thirty (30) calendar days of receiving the Contractor's invoice, the City shall remit to the Contractor payment for the amounts on the invoice less disputed amounts, Liquidated Damages, and payments withheld. The City shall also deduct franchise fees from the Contractor's invoice if applicable.

The Contractor shall invoice the City for Commercial Customers based on the number, size, and Collection frequency for in-service Carts and Containers charged at applicable Contract Rates. Within ten (10) days of the end of each month, the Contractor shall remit to the City a statement of all fees invoiced for Commercial Collection Services and Additional Bulky Waste Collection Services performed during that month. The City shall deduct the franchise fee payable on Commercial Collection Services and Additional Yard, Brush, and Bulky Waste Collection Services from its payment to the Contractor for Commercial Collection Services.

Contract Rates include Collection, Processing, and Disposal costs except as described in Section 4.7.

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The Service Provider will be responsible for billing and direct collections with the Customer each month in areas with trash service only. The successful Service Provider will be responsible for contacting each customer during the Startup Phase (prior to June 1, 2027) and establish a customer account and billing information.

[Reference: Section 47.0 of the Draft Agreement]

7.0 PROPOSAL FORMAT

7.1 General Instructions

To provide for ease and uniformity and to aid in the evaluation of proposals, Proposers shall comply with the sequence outlined herein. In numbering proposals, the Proposer shall use the same section numbers and titles and shall provide its responses in the same order as each item is numbered and ordered herein. Failure to comply with this direction may result in rejection of the proposal. The Proposal shall be completed in sections which are described below.

Proposers should be aware that all technical and operational specifications, equipment descriptions and marketing material submitted or made available will be incorporated by referenced into any Agreement developed as a result of this RFP. The City discourages the inclusion of general marketing material, equipment manuals, or large financial statements unless they are used to provide specific information or specifically requested by the City.

The City encourages all submittals be submitted electronically via the provided email. However, the City will also accept paper submittals, if received by the due date and time listed below. The City cannot guarantee, due to internal mail delivery procedures, that any submittal sent priority mail will be picked up from the post office by City mail employees and delivered to the Finance Director by the closing date and time. It is recommended that submittal deliveries be made either in person or via an alternate delivery method ensuring delivery to the physical address. Respondent shall bear full responsibility for ensuring the submittal is delivered to the specified location by the due date and time. Late submittals will be rejected as non-responsive. All hard copy submittals must be clearly addressed to the Finance Director and include the submittal name and number on the outside of the envelope/package. Proposals shall be submitted in accordance with the information included in this RFP and in the proposal format described herein.

7.2 Signatures

All required signatures shall be manual, in ink, by an authorized representative of the Proposer who has legal authority to bind the Proposer in contractual obligations. Proposals by corporations must be executed in the corporate name but the President of Vice President (or other corporate officer if accompanied by evidence of authority to sign) and the corporate seal shall be affixed and attested by the Corporate Secretary. The corporate

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address and state of incorporation shall be shown below the signature.
Proposals by partnerships must be executed in the partnership name and signed by a partner. His/her Title must appear under his/her signature, and the official address of the partnership must be shown below the signature.

7.3 Typed or Inked Corrections

Proposals shall be typed or in ink. Erasures, interlineations, or other modifications in the Proposal shall be initialed in ink by the person authorized to sign the Proposal as set forth in Section 4.6 of the RFP.

7.4 Proposal Format

Proposals shall be submitted in the format indicated Table 7-1. The content of each section is described in the sections that follow.

Table 7-1: Proposal Format

Proposal Section	Content
Section 1	Letter of Intent
Section 2	Company History and Ownership
Section 3	Statement of Organization
Section 4	Company Experience
Section 5	Proof of Satisfaction of Preferred Minimum Requirements
Section 6	Method of Approach
Section 7	Required Planning Documents
Section 8	Financial Capacity
Section 8	Key Personnel
Section 9	Contractor's Representative
Section 10	Financial Statement
Section 11	Financial Capacity
Section 12	Financial Disclosure and Auditing
Section 13	Litigation, Regulatory Actions, and Payment of Liquidated Damages History
Section 14	Compliance Records
Section 15	Certificate of Insurability
Section 16	Acknowledgement of Addenda
Section 17	Non-Collusion Agreement
Section 18	Conflicts of Interest
Section 19	Suspension or Debarment
Section 20	Exceptions

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Section 21	Financial Proposal
Section 22	All Other Forms

7.5 Letter of Intent

The Letter of Intent shall be signed by the person authorized to sign the Proposal and shall:

A. Be presented on company letterhead

B. Identify the submitting organization

C. Identify the name, title, contact number, email address and physical address of the person to be contacted during the RFP process

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D. Identify any subcontractors to be utilized

Additionally, the Letter of Intent shall include the following statements:

A. **Proposal Binding for One Hundred Eighty (180) Days.** The proposal shall be binding for one hundred eighty (180) days pursuant to Section 5.9. Each proposal shall contain a statement that the proposal is a firm offer for a one hundred eighty (180) calendar day period from the Proposal Opening Date specified in Section 5.1 of the RFP.

B. **Representation as to Accuracy and Completeness of Proposal.** "The information contained in this Proposal or any part thereof, including exhibits, schedules, and other documents and instruments delivered or to be delivered to the City, are true, accurate, and complete to the Proposer's knowledge. This proposal includes all information necessary to ensure that the statements herein do not in whole or in part mislead the City as to any material facts."

7.6 Company History and Ownership

In addition to the information provided in the Letter of Intent, Proposers shall provide a brief overview of company history and current ownership in narrative form. If owned by a private equity or investment firm, please provide the name of the private equity or investment firm and when the operating entity was acquired. All subcontractors must be identified, including the role of each subcontractor.

7.7 Statement of Organization

Proposer must complete the Statement of Organization Form (Form 1). Proposers are permitted to supply additional information that will assist the City in understanding the Proposer's organization.

7.8 Company Experience

Proposer shall briefly describe in narrative format the Proposer's experience that is relevant to each Service(s). The Proposer shall communicate their company background and history, with a specific focus on history in Glenn Heights, Texas, Dallas County and Ellis County, DFW Metroplex area and Texas and how they plan to meet the needs of a municipality experiencing fast-paced growth.

7.9 Proof of Satisfaction of Minimum Requirements

Proposers shall meet the following minimum requirements to be considered for Contract Award.

A. **Ability to Acquire Letter of Credit or Performance Bond.** Proposers shall submit with their qualification package a proof of the ability to acquire a Letter of Credit and/or Performance Bond that meets or exceeds the requirements set forth herein and in Section 40.0 of the Draft Agreement. The surety shall be duly authorized to do business in the State of Texas; having an "A or better rating by A. M. Best or Standard and Poor's; included

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on the list of surety companies approved by the Treasurer of the United States of America as reflected on Department of the Treasury Circular 570; and acceptable to the City.

Minimum Experience. Proposers shall provide information on Form 2 demonstrating successful experience providing solid waste and recycling services that meets the following minimum requirements.

A.1 **Residential Collection Services:** The Proposer shall submit the following information

a) References from at least three (3) current or previous municipal customers served for a period of at least two years each.

b) References from municipal customers serving at least 6,000 households in total.

c) At least one reference from a single municipal customer with 6,000 households or more.

For each reference, the Proposer shall provide the following information

a) Name and location of community

b) Number of households served

c) Dates of service and contract expiration date

d) Description of services provided

A.2 **Commercial Collection Services:** The Proposer shall submit the following information

a) References from at least three current or previous municipal customers where Commercial Collection Services have been provided for at least 2 years.

For each reference, the Proposer shall provide the following information

a) Name and location of community

b) Dates of service and contract expiration date

c) Number of Commercial Service accounts

d) Annual number of pulls

e) Description of services provided

7.10 Method of Approach

Proposers must provide the following information for each Service included in the Proposal.

7.10.1 Service Plan

As further described in Section 3.3, the City of Glenn Heights currently provides

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Residential Collection Services to approximately 5,800 single-family residences, with the City expected to increase population by another 10,000 residents within the next 10 to 15 years. Proposers shall provide a service plan outlining the estimated staffing requirements and numbers and types of collection vehicles, Carts, Front Load Containers and Roll-Off Containers required to provide the following Services in the first year of the Agreement and in annual increments for a maximum total Agreement Term of 12 years.

A. Residential Trash
B. Residential Recycling
C. Residential Recycling – Opt-In
D. Yard, Brush, and Bulky Waste
E. Commercial Trash
F. Commercial Recycling

At minimum, the service plan shall provide estimates of following information.

- The initial number and type of Collection vehicles and other equipment required to perform the services.
- Number of personnel needed for each collection crew to conduct each service.
- Equipment and collection vehicles that will be utilized to provide collection in alleys.
- Number of front line and spare vehicles to be used to perform each service.
- Sizes and location of facilities where equipment will be stored and maintained.
- Any future equipment to be acquired and a detailed timeline for acquisition of new equipment to accommodate future growth.
- Plan to manage potential on-demand Yard, Brush, and Bulky Wate scheduling requests
- Ability to increase collection capacity of Yard, Brush, and Bulky waste during peak activity periods

7.10.2 Yard Waste and Brush Collection

Proposer shall describe the approach to potentially mulching or composting Yard Waste and Brush materials if feasible at no additional cost to the City. Composting or mulching the Yard Waste and Brush material is not a requirement, but a preference for the City to enhance diversion efforts.

7.10.3 Residential Household Hazardous Waste Collection

Proposer shall describe the approach to providing optional Household Hazardous Waste

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Services. Descriptions shall include the following.

A. Identification of all material to be collected. Proposer shall collect, at a minimum, the material defined as Program Household Hazardous Waste in the Agreement.

B. Proposer shall identify any additional materials that can be collected as part of Program Household Hazardous Waste at minimal additional cost.

C. Proposer shall describe approach to collecting Program Household Hazardous Waste including service frequency, scheduling, and collection procedures.

D. Proposer shall describe approach to processing materials that can be collected as part of the Program Household Hazardous Waste service.

7.10.4 Delivery Facilities

Proposers shall identify each Disposal Site, Processing Facility, or transfer station to be used for the performance of Services under the Agreement and provide the following information.

A. Name, location, and description of the facility and type of materials that will be managed at the location.

B. Name of owner and operator of the facility(ities), identifying whether the company that owns and/or operates the facility is the same as the Proposer, a related-party entity, or subcontractor.

C. Contact name and phone number of the site manager.

D. Term of the Proposer's contract with the facility.

E. If the facility is owned and operated by the Proposer, provide a guarantee to the capacity required over the term of any Agreement developed as a result of this RFP. If the facility is not owned and operated by the Proposer, provide a letter from the facility owner and operator that documents their commitment to provide the processing services proposed and guaranteeing the capacity required over the term of the Agreement. If the capacity guaranteed to the City relies on development of a new facility or expansion of an existing facility, describe the development or expansion plans, additional capacity to be constructed, schedule for development/ expansion, and permitting status of the development/expansion plan.

7.10.5 Collection Vehicles

Proposer shall meet the collection equipment requirements as set forth in Section 21.0 of

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the Agreement. Proposer shall provide a description of all collection vehicles for each Collection Service on a material-by-material basis (e.g., indicate the number of collection vehicles for each separate material collected as part of Residential Collection Services and Commercial Collection Services). Descriptions shall include:

A. Make, model, age, and fuel type of each proposed vehicle. Photos of each type of vehicle should be included.
B. Proposed maintenance program and maintenance facility for all collection Vehicles used to perform services, including a proposed frequency of cleaning vehicles.
C. Proposed location for vehicle storage and fueling.
D. All proposed on-board equipment and systems for collection vehicles to maintain with compliance with the requirements described in Section 21.5 of the Agreement. Proposer shall describe all proposed on-board equipment and systems for collection vehicles, including, but not limited to, internet, GPS, communication systems, spill kit, back-up cameras, and other equipment and systems.

The Proposer shall describe the fuel type of each type of collection vehicle proposed for use and its approach to providing and maintaining any alternative-fueled vehicles. The City requires mechanically arm operated vehicles and will not accept any manual rear load vehicles.

7.10.6 Residential Collection Schedule and Route Maps

The Proposer shall include proposed route descriptions, schedules, and maps on a material-by-material basis for Residential Collection Service (e.g. indicate the routing for each separate material). The City has a strong preference for residents to maintain the same routing schedule and collection days for residential customers throughout the City. However, the City's primary goal is to provide cost effective services.
Proposers must identify whether any residential households would have a change in collection days on a material-by-material basis, approximately how many households would be impacted by a change in collection days and provide a detailed description of public education efforts to communicate route changes to impacted residents on a material-by-material basis.

7.10.7 Cart Maintenance

Proposers shall provide the description and address of the planned location where Carts will be managed and maintained. Proposers shall indicate how they will meet the cart maintenance service requirements by providing the following:

A. Description of the Proposer's service capabilities and the service capabilities of any sub-contractors.

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B. Detailed description of the process for managing, maintaining, repairing and replacing Carts including any equipment that will be utilized.

C. Description of inspection and quality control policy and procedures

D. Indicate the name and address of the location where Carts that reach the end of their useful lives will be recycled.

7.10.8 Personnel

Proposer shall meet the personnel standards as set forth in Section 30.2 of the Agreement. Proposer shall describe the following:

A. Number of front line and spare staff to be used to perform each service.

B. Policies and procedures that are in place to ensure that personnel performing services are qualified and proficient.

C. Any training programs for personnel.

D. Dress code that is required for personnel.

E. Procedure for hiring personnel to ensure continuity of service, particularly during labor shortages.

7.10.9 Unaccepted Set-outs

Proposer shall describe its approach to managing Unaccepted Set Outs in accordance with Section 24.0 of the Agreement including a detailed description of its processes for managing and completing work orders.

7.10.10 Missed Collection

Proposer shall describe its approach to documenting and verifying Missed Collection in accordance with Section 25.0 of the Agreement, including a detailed description of its processes for acknowledging Missed Collection reported by the City, servicing Service Units that have reported a Missed Collection, and working with the City identify if any Service Units are in violation of any set-out requirements.

7.10.11 Storm and Disaster Debris

Proposers shall describe its approach to provide sufficient personnel and equipment to collect increased volumes of storm debris material generated including:

A. Any required additional collection crews and equipment to manage surges in volume. Provide information on the additional resources that would be anticipated on a material-by-material basis (e.g., Yard Waste and Brush and Bulky Waste).

B. Engaging a sub-contractor and the number of personnel and equipment that each sub-contractor would provide on a material-by-material basis.

C. Any other approaches to managing surges in volume on a material-by-material basis.

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7.10.12 Program Recyclable Materials to be Collected

Proposer shall confirm they will collect, at a minimum, all Program Recyclable Materials as defined in Section 2.0 of the Agreement and shall identify any additional materials that can be collected as a part of the Collection Services at no additional cost (e.g., dedicated cardboard collection) or other materials that may be collected at no additional cost (e.g., metals outside of Cart).

7.10.13 Customer Service and Communication

Proposers shall include a description of customer service policies and procedures, including the following:

A. Description of customer complaint resolution procedures.

B. Plan describing the Contractor's approach to recruiting, training, equipping, supporting, and supervising

the Customer Service Liaison (Section 6.13) and a description of their role and responsibilities.

C. Description of communication plan with City staff regarding status and resolution of customer complaints.

D. Use of on-board technology as part of customer service and communications.

The Proposers shall describe the means of communication proposed to be utilized for customer communications (submittal by customer and response and resolution by Proposer) including:

A. Customer complaints

B. Customer inquiries

C. Customer service requests

7.10.14 Cart Purchase Service

Proposers shall provide the following information related to Cart Purchase Services.

A. A description of the Carts to be purchased by the Proposer if the City elects for the Proposer to purchase Carts, including, at minimum, the manufacturer, capacity, color options, and methods of affixing the City logo

B. Photos of the proposed Carts

C. Documentation demonstrating compliance with the minimum specifications in Section 22.8 of the Agreement

D. Procedure for obtaining a sample of the proposed Carts if requested by the City

E. Approach to minimize damage to

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Carts

F. Standard delivery time

G. Required lead time for color selections, graphics or other options

H. Minimum order size, if applicable

I. Warranty information

J. Estimated initial order size and scheduling of future orders

7.11 Financial Statements

Proposer shall furnish a copy of the Proposer's most recent audited financial statement. If in the event the Proposer does not have an audited financial statement, Proposer may substitute non-audited financial statements and complete federal tax returns for the last two (2) years.

If the Proposer intends to purchase Vehicles or equipment or construct a Facility to provide one or more Service(s), the Proposer shall provide proof of financial capacity to provide the vehicles, equipment or facility that meet(s) the minimum requirements of the Agreement.

The proof provided will be at the discretion of the Proposer but must clearly demonstrate the capacity to develop and maintain adequate working capital. The information provided should show both financial resources and a history of strong financial profit and loss performance indicating the capacity to repay debt. The Proposer should, at a minimum, include the following information:

A. Planned source(s) of funds for the project, including all debt and equity and approximate allocations from each source.

B. Summary financial statements for the operating entity that will develop and operate this project (do not submit annual reports for publicly traded parent companies).

C. Disclosure of whether the Proposer has filed bankruptcy or defaulted on any loans.

D. Letters of support from lenders or other financial partners, including guarantees from parent companies if a parent company will be providing equity for the project.

E. Dun & Bradstreet Credit Report

If the Proposer intends to develop one or more facilities to provide one or more Service(s), they should include a cost estimate broken out by the following categories:

A. Site work and utilities.

B. Facility building.

C. Other buildings (if applicable).

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D. Processing equipment.

E. Rolling stock.

7.12 Required Planning Documents

A. **Transition Plan(s).** Proposer shall describe its proposed strategies to ensure smooth transitions at the start and end of the Agreement. The proposed Transition Plan is of critical importance to the City and must include information for each area of service. In the transition plan, the Proposer must describe, at a minimum, the following:

A.1 Individual or group of individuals that will oversee the execution of the transition plan.

A.2 Approach to acquisition of equipment and personnel, training of personnel, etc. The transition plan should include all permitting, construction and commissioning activities, as well as equipment installation and testing, as applicable.

A.3 Approach to storage and fueling of vehicles and equipment.

A.4 Confirmation of the Commencement Date for each Service.

A.5 Approach to customer education regarding transition of service provider and changes to existing or introduction of new Residential Services.

A.6 Overall schedule for the transition.

B. **Contingency Plan(s).** Proposers shall describe proposed Contingency Plan(s) to ensure adequate continuity of each Service. Contingency Plan(s) shall meet the requirements of Section 32.1 of the Agreement and must describe, at a minimum, the following for each Service individually:

B.1 The Contingency Plan if any facility utilized under any Agreement resulting from this RFP falls behind schedule and fails to meet the City's schedule requirement. The City requires that the Proposer be ready to accept any material collected via the City's Collection Service starting on the Commencement Date.

B.2 The Contingency Plan if any vehicles or equipment experience unplanned downtime, including the capability of providing back-up vehicles or equipment and the capacity to ensure continuity of service in a timely manner and at no added cost to the City.

B.3 The Hazardous Waste and Special Waste Contingency Plan to detail what actions shall be taken upon discovery of this material type at a facility.

C. **Recordkeeping and Reporting Plan(s).** Proposer shall provide a Recordkeeping and Reporting Plan describing how it will create and maintain records and reports. Proposer

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shall provide one or more sample report formats with the Proposal.

D. **Fire Prevention Plan(s).** Proposer shall provide a Fire Prevention Plan for all Services.

7.13 Key Personnel

Proposer shall provide an organization chart for key personnel and job descriptions indicating the qualifications and experience of key personnel the Proposer would assign to the transition team and to the ongoing management of the services provided under any Agreement developed as a result of this RFP. For positions that are currently unfilled, identify minimum qualifications for that position. Specify the amount of time each individual will be dedicated to work on the contracted for services. Provide one-page résumés, names, and phone numbers of municipal references of the key proposed management team members. In addition, please describe the level of experience and/or familiarity that each of the key personnel have with the City, whether personal or professional. At a minimum, key personnel shall include general manager, operations manager, and maintenance manager and other personnel that will have regular contact with the City.

Contractor's Representative Identify Contractor's Representative who will be in charge of the Proposer's operations under any Agreements(s) developed as a result of this RFP and who is authorized to make decisions and act on its behalf. Provide a brief description of a communications plan between Proposer and City including expected frequency of in-person coordination meetings and other forms of regular communications.

7.14 Legal Terms and Conditions

7.14.1 Financial Disclosure and Auditing

By submitting a Proposal the Proposer acknowledge the recordkeeping and reporting requirements described in the Draft Agreement and recognizes the right of the City to require such records be made available to the City for a period of five (5) years after last or final payment.

7.14.2 Litigation, Regulatory Actions, and Liquidated Damages History

Proposer shall describe any outstanding lawsuits in Arizona, Arkansas, Florida, Kansas, Louisiana, Oklahoma or Texas during the last five (5) years, current litigation with the City during the last five (5) years and any outstanding regulatory issues in the last five (5) years involving the Proposer, the Proposer's subcontractor(s), and all subsidiaries owned by Proposer. List the amount of liquidated damages or other damages that were paid, the name of the jurisdiction to which such damages where paid, and the event(s) that triggered the damages.

7.14.3 Compliance Records

Proposer shall submit copies of all notices of violations, corrective action notices, enforcement actions or orders, warning notices, or other forms of permit violation/non-compliance documentation that the Proposer and Proposer's subcontractor(s) received in the past five years (5) from public agencies for vehicles and other equipment, and vehicle staging, maintenance, recyclables processing, composting, mulching, transfer, and

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disposal facilities in Texas, which are owned or operated by the Proposer, Proposer's subcontractor(s), or Proposer's parent company and subsidiaries. In addition, provide a statement disclosing any and all fines, penalties, settlements, or damages of any kind paid by Proposer, Proposer's subcontractor(s), Proposer's parent company and subsidiaries, to public agencies in the past five (5) years.

Additionally, identify any agreements in the past five (5) years that have ended prior to the expiration date as they relate to services under the Agreement that involve the Proposer, Proposer's subcontractor(s), or Proposer's parent company and subsidiaries due to any of the following reasons:

A. Assignment of the agreement to another vendor;

B. Termination of the agreement;

C. Mutual agreement with the customer to discontinue service; and/or

D. Any other reason.

7.15 Financial Proposal

Proposers shall complete the Financial Proposal (Form 3) to provide the City with the proposed Contract Rates for each Service. The Contract Rates shall be inclusive of all labor, materials, equipment, taxes, fees, or any other costs whatsoever that are necessary to meet the requirements included in this RFP and shall be the Contractor's sole basis of compensation under any Agreement resulting from this RFP.

The current contract provides an annual cash contribution to the City of at least $27,000. The Proposer shall provide an annual cash contribution of at least $27,000 to the City for the entire term of the contract by May 31 of each year, adjusted annually based on the Cost Adjustment terms.

7.16 Forms

Proposers must complete and submit Forms 1-10 with their Proposals, providing signatures where requested. Failure to submit any of the required forms may result in rejection of the Proposal.

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FORMS

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FORM 1
STATEMENT OF ORGANIZATION

Proposer Name: _____

Full Name of Business: _____

Type of Corporate Entity: _____

Tax ID: _____

Principal Business Address: _____

_____

Local Business Address: _____

(if applicable) _____

Contact Name: _____ Title: _____

Telephone Number: _____ Email Address: _____

Authorized Representative(s)

Provide the names of authorized representative(s) of the Proposer who has legal authority to bind the Proposer in contractual obligations:

_____

_____

Subcontractor(s)

List all subcontractors participating on this proposal

Name	Address	Area of Responsibility

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FORM 1
STATEMENT OF ORGANIZATION

Cooperative Purchasing

Is the Proposer willing to allow other governmental entities to purchase goods and services on the same terms and conditions as contained in any Agreement resulting from this RFP in accordance with Chapter 791 of the Texas Government Code and Section 4.15 of the RFP?

Yes: ☐ **No:** ☐

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FORM 2
PROJECT REFERENCES AND EXPERIENCE

Form 2A: Residential Collection References and Experience

Part A: References

Proposers shall furnish the following information for at least three (3) active Residential Collection Service customers as described in Section 7.9.

Proposer's Name _____

1. Community Name _____
   Name of Contact _____
   Title of Contact _____
   Present Address _____
   City, State, Zip Code _____
   Telephone Number ( ) _____
   Email Address _____

2. Community Name _____
   Name of Contact _____
   Title of Contact _____
   Present Address _____
   City, State, Zip Code _____
   Telephone Number ( ) _____
   Email Address _____

3. Community Name _____
   Name of Contact _____
   Title of Contact _____
   Present Address _____
   City, State, Zip Code _____
   Telephone Number ( ) _____
   Email Address _____

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Part B: Experience

Proposers may copy this form and submit as many as applicable based on the references provided in Form 2A, Part A.

Experience Information:

Name of Community: _____

Location: _____

Experience Overview:

Dates of Service: _____

Contract End Date: _____

Number of Residential Units Served: _____

Additional Experience/Project Description:

Blank sheets with continued additional experience/project descriptions, drawings or photos may be included as attachments to this Form.

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Form 2B: Commercial Collection References and Experience

Part A: References

Proposers shall furnish the following information for at least three (3) municipalities where Commercial Collection Service is currently provided as described in Section 7.9.

Proposer's Name _____

1. Customer Name _____
   Name of Contact _____
   Title of Contact _____
   Present Address _____
   City, State, Zip Code _____
   Telephone Number ( ) _____

2. Customer Name _____
   Name of Contact _____
   Title of Contact _____
   Present Address _____
   City, State, Zip Code _____
   Telephone Number ( ) _____

3. Customer Name _____
   Name of Contact _____
   Title of Contact _____
   Present Address _____
   City, State, Zip Code _____
   Telephone Number ( ) _____

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Part B: Experience

Proposers may copy this form and submit as many as applicable based on the references provided in Form 2B, Part A.

Experience Information:

Name of Customer: _____

Location: _____

Experience Overview:

Dates of Service: _____

Contract End Date: _____

Number of Commercial Accounts _____

Number of Annual Pulls: _____

Additional Experience/Project Description:

Blank sheets with continued additional experience/project descriptions, drawings or photos may be included as attachments to this Form.

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FORM 3
FINANCIAL PROPOSAL

All fees proposed in Forms 3 are based on a five (5) year initial term for the Contract. Form 4 will allow all Proposers to identify the discount if the City elects a seven (7) initial term for the Contract.

Form 3A: Residential Trash Collection

This form is provided for Proposers to indicate unit prices for Residential Trash Collection as further described in Section 6.14. All prices exclude Cart purchase and include Cart set-up, storage, delivery, exchange, and maintenance costs in accordance with RFP Section 6.31. All pricing shall include Collection, Processing, and Disposal and exclude franchise fees.

Form 3A.1: Residential Trash Collection, Once per Week

Service	Cart Size	Proposed Fee	Unit
1. Trash Collection Base Fee[1]	32-gallon	$	Per Residential Service Unit per Month
2. Trash Collection Base Fee[1]	64-gallon	$	Per Residential Service Unit per Month
3. Trash Collection Base Fee[1]	96-gallon	$	Per Residential Service Unit per Month
4. Senior Resident Trash Collection Base Fee[1]	32-gallon	$	Per Residential Service Unit per Month
5. Additional Trash Cart Fee[2]	96-gallon	$	Per Additional Cart per Month
6. Replacement Trash Cart Fee[3]	32-gallon	$	Per Replacement Cart
7. Replacement Trash Cart Fee[3]	64-gallon	$	Per Replacement Cart
8. Replacement Trash Cart Fee[3]	96-gallon	$	Per Replacement Cart

1. Proposer shall indicate base monthly fee for one (1) Residential Trash Cart per Residential Service Unit as described in Section 6.14 of the RFP. Includes Cart storage, maintenance, monthly Trash Collection, hauling, and Disposal at a Disposal Site provided by the Contractor. Excludes Cart purchase and initial delivery, which is entered separately on Form 3G.
2. Proposer shall indicate the monthly fee to provide weekly Trash Collection for each Cart in addition to one (1) base Cart per Residential Service Unit. Includes Cart storage, maintenance, Collection, hauling and Disposal at the Contractor's landfill. Excludes Cart purchase and initial delivery which is entered on Form 3G.
3. One-time cost to assemble and deliver one (1) Trash Cart to replace a Cart damaged by the customer and remove and repair or dispose of the damaged Cart. Excludes ongoing monthly collection, Disposal, and maintenance costs for the replacement Cart.

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Form 3B: Residential Recycling Collection

The Proposer shall enter pricing on this form for Residential Recycling Collection, which includes every other week curbside collection of commingled Recyclable Materials and Processing at a Recyclable Material Facility provided by the Contractor as further described in Section 6.15. All pricing shall include Collection, Processing, and Disposal and exclude franchise fees.

Service	Proposed Fee	Unit
1. Opt-In Recycling Collection Base Fee[1]	$	Per Service Unit per Month
2. Universal Recycling Collection Base Fee[1]	$	Per Service Unit per Month
3. Additional Recycling Cart Fee[2]	$	Per Additional Cart per Month
4. Replacement Recycling Cart Fee[3]	$	Per Replacement Cart

1. Proposer shall indicate base monthly unit cost for Residential Recycling Collection for one (1) Cart per Residential Service Unit as described in Section 6.15 of the RFP. Includes Cart storage, maintenance, Collection, hauling and Processing at a licensed facility selected by the Proposer. Excludes Cart purchase and initial delivery which is entered on Form 3G.
2. Additional Recycling Cart Rate includes monthly Residential Recycling collection cost for each Cart in addition to one (1) base Cart per Residential Service Unit as described in Section 6.15 of the RFP. Includes Cart storage, maintenance, Collection, hauling and Processing at a licensed facility selected by the Proposer. Excludes Cart purchase and initial delivery which is entered on Form 3G.
3. One-time cost to assemble and deliver one (1) Recycling Cart to replace a Cart damaged by the customer and remove and repair or dispose of the damaged Cart. Excludes ongoing monthly collection, Processing, and maintenance costs for the replacement Cart.

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Form 3C: Residential Yard, Brush, and Bulky Waste Collection

This form is provided for Proposers to indicate unit prices for Residential Yard, Brush, and Bulky Waste Collection and Additional Yard, Brush, and Bulky Waste Collection as further described in Section 6.16 and Section 6.17.

Proposers are required to enter unit pricing for all options. All pricing shall include Collection, Processing, and Disposal and exclude franchise fees.

Service	Proposed Fee	Unit
1. Option 1: Monthly Collection[1]	$	Per Residential Service Unit per Month
2. Option 2: Biannual Collection[2]	$	Per Residential Service Unit per Month
3. Option 3: Quarterly Collection[2]	$	Per Residential Service Unit per Quarter
4. Option 4: Collection by Appointment[3]	$	Per Residential Service Unit per Appointment
Contractor's Price for Additional Yard, Brush, and Bulky Waste Collection per Section 6.17.	$	Per each collection in excess of program limits up to four (4) Cubic Yards per additional collection
Contractor's Price for Collection of Freezers and Refrigerators	$	Per each unit
Contractor's Price for Collection of Tires	$	Per each unit

1. Monthly fee per Residential Service Unit for once-per-month Curbside Collection of up to four (4) cubic yards of Bulky Waste including hauling and disposal at Contractor's landfill site.
2. Biannual and quarterly fee per Residential Service Unit for bi-weekly Curbside Collection of up to twelve (12) cubic yards of Bulky Waste including hauling and disposal at Contractor's landfill site.
3. Per Appointment fee per Residential Service Unit for up to four (4) Bulky Waste Curbside Collections per unit per year on a by-appointment basis. Up to four (4) cubic yards per Collection. Fee includes Collection, hauling and disposal at Contractor's landfill site.

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Form 3D: Residential Household Hazardous Waste Collection Service

Proposers shall use this form to enter their proposed pricing for Household Hazardous Waste Collection Service as further described in RFP Section 6.18. All pricing shall include Collection, Processing, and Disposal and exclude franchise fees. This service is at the City's option and optional for Proposers.

Service	Proposed Fee	Unit
1. Option 1: Annual HHW Collection event[1]	$	Per Event
2. Option 2: On-going HHW drop-off at collection site[2]	$	Per Residential Service Unit per Month

1. Fee per Event to provide one annual HHW Collection Event. Fee includes Collection, Hauling, and Processing at a Processing Facility provided by the Contractor.
2. Monthly fee per Residential Service Unit to provide on-going HHW drop-off at the Contractor's collection site. Fee includes Collection and Processing at a Processing Facility provided by the Contractor.

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Form 3E: Commercial Trash Collection Service

This form is provided for Proposers to enter unit prices for Commercial Trash Collection as further described in RFP Section 6.19. All prices include Collection and exclude franchise fees. All prices include Disposal. All prices for Cart-based services exclude Cart purchase and include Cart set-up, storage, delivery, exchange, and maintenance costs in accordance with RFP Section 6.31. See additional details in the footnotes for each form, if applicable. All pricing shall include Collection, Processing, and Disposal and exclude franchise fees.

Form 3E.1: Commercial Trash Cart Collection Service

Service	Proposed Fee	Unit
1. One (1) Commercial Trash Cart collected one time per week	$	Per Month
2. Additional Commercial Trash Carts collected one time per week	$	Per Additional Cart per Month
3. Cart Replacement Fee	$	One-time Fee per Replacement Cart
4. Additional Yard, Brush, and Bulky Waste Collection	$	One-time Fee per Cubic Yard

Form 3E.2: Commercial Trash Collection Service, Front Load

Container Type	Monthly Cost per Container					
	Collection per Week					
	1	2	3	4	5	6
2 CY	$	$	$	$	$	$
4 CY	$	$	$	$	$	$
6 CY	$	$	$	$	$	$
8 CY	$	$	$	$	$	$
10 CY	$	$	$	$	$	$
2 CY Compactor	$	$	$	$	$	$
4 CY Compactor	$	$	$	$	$	$
6 CY Compactor	$	$	$	$	$	$
8 CY Compactor	$	$	$	$	$	$

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Form 3E.3: Unscheduled Commercial Front Load Trash Collection

Container Type	Fee per Unscheduled Collection
2 CY	$
4 CY	$
6 CY	$
8 CY	$
10 CY	$
2 CY Compactor	$
4 CY Compactor	$
6 CY Compactor	$
8 CY Compactor	$

Form 3E.4: Commercial Trash Roll Off Service

Roll Off Type and Size	Container Rental Fee (per Month)	Initial Delivery Fee (One - time)	Fee per Collection	Disposal Fee (per Ton)
20 CY Uncompacted	$	$	$	$
30 CY Uncompacted	$	$	$	$
40 CY Uncompacted	$	$	$	$
15 CY Compacted	$	$	$	$
20 CY Compacted	$	$	$	$
30 CY Compacted	$	$	$	$
35 CY Compacted	$	$	$	$
40 CY Compacted	$	$	$	$
42 CY Compacted	$	$	$	$

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Form 3F: Commercial Recycling Collection Services

This form is provided for Proposers to enter unit prices for Commercial Recycling Collection as further described in RFP Section 6.19. All prices include Collection and exclude franchise fees. All prices include Processing of Program Recyclable Materials at a facility provided by the Contractor. All prices for Cart-based services exclude Cart purchase and include Cart set-up, storage, delivery, exchange, and maintenance costs in accordance with RFP Section 6.31. See additional details in the footnotes for each form, if applicable. All pricing shall include Collection, Processing, and Disposal and exclude franchise fees.

Form 3F.1: Commercial Recycling Cart Collection Service

Service	Proposed Fee	Unit
1. One (1) Commercial Recycling Cart collected one time per week	$	Per Month
2. Additional Commercial Recycling Carts collected one time per week	$	Per Additional Cart per Month
3. Cart Replacement Fee	$	One-time Fee per Replacement Cart

Form 3F.2: Commercial Recycling Collection Service, Front Load

Container Type	Monthly Cost per Container					
	Collection per Week					
	1	2	3	4	5	6
2 CY	$	$	$	$	$	$
4 CY	$	$	$	$	$	$
6 CY	$	$	$	$	$	$
8 CY	$	$	$	$	$	$
10 CY	$	$	$	$	$	$
2 CY Compactor	$	$	$	$	$	$
4 CY Compactor	$	$	$	$	$	$
6 CY Compactor	$	$	$	$	$	$
8 CY Compactor	$	$	$	$	$	$

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Form 3F.3: Unscheduled Commercial Front Load Recycling Collection

Container Type	Fee per Additional Collection
2 CY	$
4 CY	$
6 CY	$
8 CY	$
10 CY	$
2 CY Compactor	$
4 CY Compactor	$
6 CY Compactor	$
8 CY Compactor	$

Form 3F.4: Commercial Recycling Roll Off Service

Roll Off Type and Size	Container Rental Fee (per Month)	Initial Delivery Fee (One-time)	Fee per Collection	Processing Fee (per Ton)
20 CY Uncompacted	$	$	$	$
30 CY Uncompacted	$	$	$	$
40 CY Uncompacted	$	$	$	$
15 CY Compacted	$	$	$	$
20 CY Compacted	$	$	$	$
30 CY Compacted	$	$	$	$
35 CY Compacted	$	$	$	$
40 CY Compacted	$	$	$	$
42 CY Compacted	$	$	$	$

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Form 3G: Optional Cart Purchase Services

The Proposer shall enter pricing on Form 3G.1 for Optional Cart Purchase Services as further described in Section 6.20. All fees entered in Form 3G.1 include the cost of ordering and purchase of new Carts, set up and application of logos, labels, or imprinting as requested by the City and initial distribution to Residential Service Units, Commercial Customers, and City Facilities. Excludes cost of ongoing cart management, maintenance, repairs, and exchanges which is included in the monthly collection fees on Form 3A, Form 3B, Form 3E.1, and Form 3E.1. All pricing shall include Collection, Processing, and Disposal and exclude franchise fees.

Form 3G.1: Contractor Purchase of New City-Owned Carts

Service	Proposed Fee	Unit
Option 1: Contractor purchase of new City-owned Carts. City retains Carts at the end of the Agreement Term.	$	One-time fee per Cart payable when a new Cart is delivered to a customer.
Option 2: Carts purchased and owned by Contractor and retained by Contractor at the end of the Agreement Term.	$	Monthly fee per total Cart cost over five (5) years.

On Form 3G.2, the Proposer shall enter the proposed fee for the Contractor to assemble and distribute Carts purchased by the City directly from the manufacturer on behalf of the City at the City's request. Distribution of Carts purchased directly by the City is an optional service, and the City may elect to contract with the manufacturer for Cart distribution without further obligation to the Contractor at its sole discretion.

Form 3G.2: Optional Distribution of City-Purchased Carts

Service	Proposed Fee	Unit
Distribution of City-Purchased Carts at City's request	$	One-time fee payable upon initial assembly and distribution of Carts to Residential Service Units, Commercial Customers, and City Facilities at Service Commencement.

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Form 3H: City Events and Special Projects

This form is provided for Offerors to indicate unit prices for Event and Special Projects as described in Section 6.22. Offerors are required to enter proposed unit Contract Rates or state if services are provided as in-kind donations for all items. All unit rates include Processing of Program Recyclable Material and include Disposal. All pricing shall include Collection, Processing, and Disposal and exclude franchise fees. This service is optional.

Rear Load Rental[1]

Material Type	Rear Load Rental Fee (per Hour)	Disposal Fee (per Ton)
Trash	$	$
Recycling	$	$

[1] Rear Load Rental is inclusive of driver, fuel, hauling to processing facility and other incidental costs. Driver must remain with the vehicle.

Trash Containers

Container Type and Size	Container Rental Fee (per Day)	Initial Delivery Fee (One-time)	Fee per Collection	Disposal Fee (per Ton)
96-Gallon Cart	$	$	$	$
6 CY Dumpster	$	$	$	$
8 CY Dumpster	$	$	$	$
20 CY Roll-Off Uncompacted	$	$	$	$
30 CY Roll-Off Uncompacted	$	$	$	$
40 CY Roll-Off Uncompacted	$	$	$	$

Recycling Containers

Container Type and Size	Container Rental Fee (per Day)	Initial Delivery Fee (One -time)	Fee per Collection	Disposal Fee (per Ton)
96-Gallon Cart	$	$	$	$
6 CY Dumpster	$	$	$	$
8 CY Dumpster	$	$	$	$
20 CY Roll-Off Uncompacted	$	$	$	$
30 CY Roll-Off Uncompacted	$	$	$	$
40 CY Roll-Off Uncompacted	$	$	$	$

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FORM 4 DISCOUNT FOR 7 YEAR INITIAL TERM FOR CONTRACT

In Form 3 fees were based on a five (5) year initial term for the Contract. The City is considering an initial term of seven (7) years. To understand whether it is in the best interest of the City and Customers to have an initial term of seven (7) years, the City requests Proposers to identify the discount to be applied to all fees in Form 3 the city elects a seven (7) initial terms: _____%.

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FORM 5 ANNUAL FINANCIAL CONTRIBUTION

This form is provided for Offerors to indicate unit prices for an annual financial contribution as described in Section 6.22. Offerors are required to enter a proposed annual financial contribution of at least $27,000: _____.

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FORM 6
CERTIFICATE OF INSURABILITY

I hereby certify that as a Proposer to the City of Glenn Heights for Solicitation Number____, I am fully aware the Insurance Requirements contained in the Agreement, located in Exhibit B to this RFP, apply if I am awarded one or more service options pursuant to this RFP. Furthermore, I hereby assure the City of Glenn Heights that I am able to produce the insurance coverage required should I be selected for contract award.

Should I be awarded a contract and then become unable to produce the Insurance coverage specified within fourteen (14) calendar days, I understand that I may not be considered for further projects by the City of Glenn Heights.

_____
Signature of Proposer

_____
Printed Name of Signee

_____
Company Name

_____
Date

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FORM 7
ACKNOWLEDGEMENT OF ADDENDA

Proposers shall acknowledge each addendum included in this RFP by filling in the addendum number and checking the box to indicate receipt of each addendum.

Addendum Number	Acknowledgement of Receipt of Addenda

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FORM 8
NON-COLLUSION ACKNOWLEDGEMENT

The undersigned Proposer affirms that they are duly authorized to submit this Proposal, that this company, corporation, firm, partnership or individual has not prepared this Proposal in collusion with any other Proposer, and that the contents of this Proposal as to prices, terms and conditions thereof have not been communicated by the undersigned Proposer, nor by the Proposer's employee, affiliate, representative, partner, subcontractor, or agent, to any other individual or entity engaged in this type of business prior to the official opening of this Proposal, and that neither the Proposer nor their employees nor agents have been for the past six (6) months directly or indirectly concerned in any pool or agreement or combination to control the price of goods or services or to influence any person to propose or not to propose thereon.

Company Name: _____

Signature of Company Officer: _____

Company Officer Printed Name: _____

Title _____

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FORM 9
EXCEPTION FORM

Proposer Name: _____

List any exceptions to the RFP, Draft Agreement, or other RFP Documents in the space provided. Proposers shall clearly identify the section reference to which the exception pertains. Proposers shall include the exception, a summary discussion of reasons for the exception, any proposed alternative language, the location in the RFP Documents where they are taking the exception, sections of the Proposal where alternatives are discussed, and any other information required pursuant to Section 5.11 of the RFP.

Exceptions

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If additional space is needed, include additional copies of this page.

All Proposers MUST COMPLETE this page.

RETURN with Proposal or Proposal will be considered NON-RESPONSIVE.

Our proposal is submitted according to: _____ Proposed exceptions listed above

OR _____No exceptions

FORM 10
SUSPENSION OR DEBARMENT CERTIFICATE

Non-Federal entities are prohibited from contracting with or making subcontract awards under covered transactions to parties that are suspended or debarred or whose principals are suspended or debarred. Covered transactions include procurement for goods or services equal to or in excess of $100,000.00. Contractors receiving individual awards for $100,000.00 or more and all subcontract recipients must certify that the organization and its principals are not suspended or debarred.

By submitting this offer and signing this certificate, the Proposer certifies that no suspension or disbarment is in place, which would preclude receiving a federally funded contract under the Federal OMB, A-102, Common Rule, as may be amended.

Company Name: _____

Signature of Company Officer: _____

Company Officer Printed Name: _____

Title _____

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FORM 11
RELEASE AND INDEMNIFICATION

TO THE MAXIMUM EXTENT PERMITTED BY LAW, PROPOSER HEREBY AGREES AND CONSENTS FOR ITSELF, INDIVIDUALLY, AND ON BEHALF OF THE BUSINESS ENTITY, TO FULLY AND UNCONDITIONALLY RELEASE, INDEMNIFY, DEFEND, AND HOLD HARMLESS THE CITY OF GLENN HEIGHTS, TEXAS, INCLUDING ITS OFFICERS, AGENTS AND EMPLOYEES, AND TO DEFEND AND HOLD IT HARMLESS FROM AND AGAINST ANY AND ALL COSTS, EXPENSES, ATTORNEYS' FEES, CLAIMS, SUITS, DEMANDS, LOSSES, OR LIABILITY FOR INJURIES TO REAL OR PERSONAL PROPERTY AND INJURIES TO PERSONS INCLUDING DEATH, INCLUDING PROPOSER'S EMPLOYEES, AFFILIATES, REPRESENTATIVES, PARTNERS, AGENTS, OR THOSE WORKING ON PROPOSER'S BEHALF, FROM ANY AND ALL OTHER COSTS, EXPENSES, ATTORNEYS' FEES, CLAIMS, SUITS, DEMANDS, LOSSES OR LIABILITIES OF ANY AND EVERY NATURE WHATSOEVER ARISING IN ANY MANNER, DIRECTLY OR INDIRECTLY, OUT OF OR IN CONNECTION WITH ANY CONTRACT AWARDED PURSUANT TO THIS RFP AND IN THE PERFORMANCE THEREOF, REGARDLESS OF CAUSE OR OF THE SOLE, JOINT, COMPARATIVE OR CONCURRENT NEGLIGENCE OR GROSS NEGLIGENCE, SAVE AND EXCEPT THE SOLE AND EXCLUSIVE NEGLIGENCE OF THE CITY. THIS PROVISION SHALL APPLY TO ALL IMPUTED OR ACTUAL JOINT ENTERPRISE AND JOINT VENTURE LIABILITY, IF ANY.

Signature:_____

Printed Name: _____

Title:_____

Date:_____

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FORM 12
SIGNATURE FORM

The undersigned agrees, if the best and final proposal is accepted, to furnish all goods and services at the price and upon the terms and conditions contained in the RFP Documents. By signing and submitting this Proposal, the Proposer acknowledges that they have inspected the specifications, are capable and willing to perform and/or provide the required services and/or products and shall complete this project within the amount of time and dollar amount specified. The undersigned certifies that the prices contained in this Proposal have been carefully checked and submitted as correct and final. All unit prices include the cost of delivery. The undersigned is authorized to bind themselves or the entity they represent to a contract.

Proposer (Entity Name)	Signature
Street & Mailing Address	Print Name of Signator
City, State, and Zip	Title of Signator
Telephone No.	Mobile No.
Email Address	Date Signed

The Proposer is (check one):

_____ An individual proprietorship

_____ A partnership

_____ A corporation chartered under the laws of the State of _____, acting by its officers pursuant to its by-laws or a resolution of its Board of Directors

If not the same as above, indicate the city and state that your principal place of business is located:

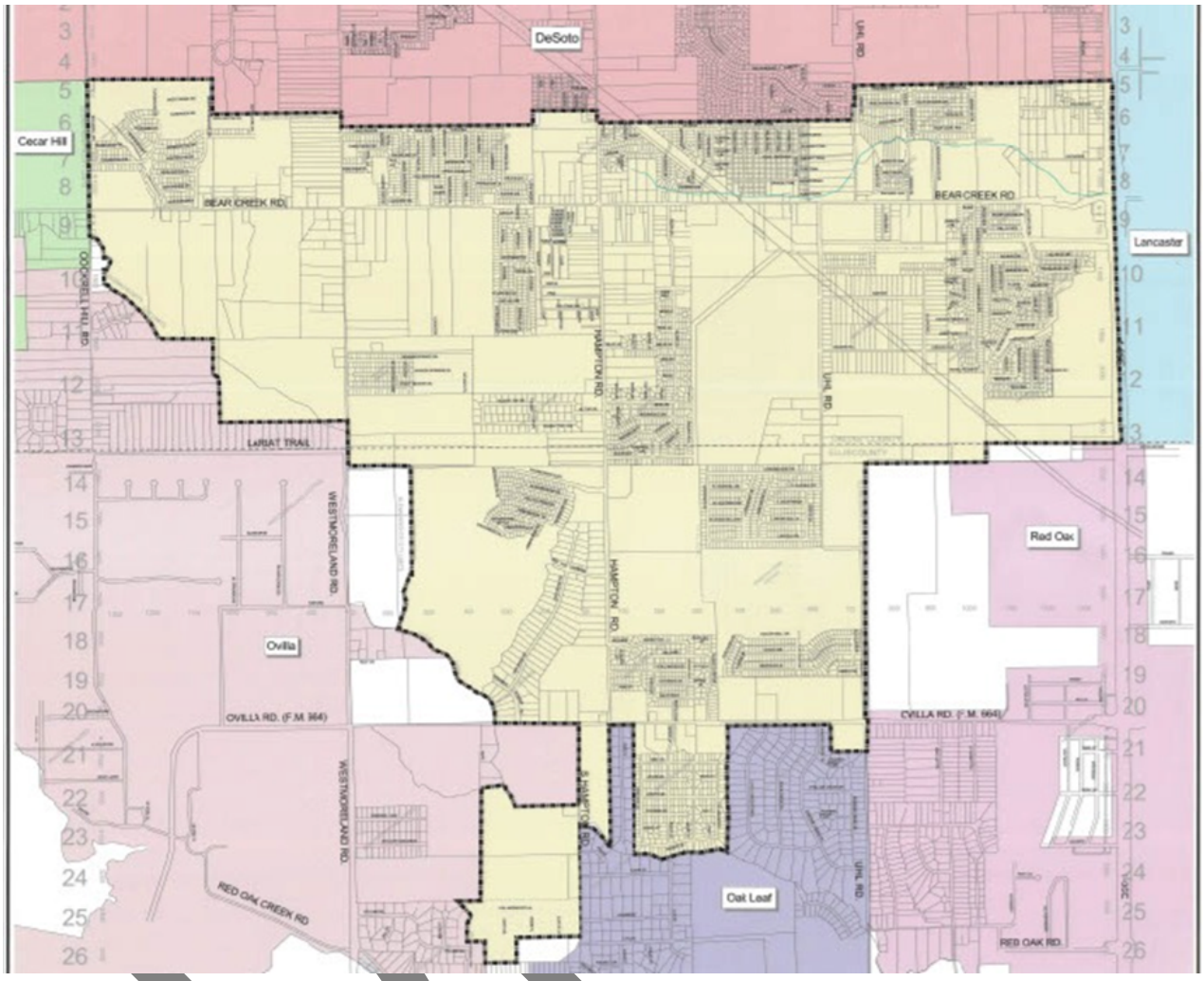
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EXHIBIT A
City MAP

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Map 1

Street Map



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EXHIBIT B
DRAFT AGREEMENT

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DRAFT SOLID WASTE AND RECYCLING SERVICES AGREEMENT

betwee

CITY OF GLENN HEIGHTS,

and

[SELECTED CONTRACTOR]

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SOLID WASTE AND RECYCLING COLLECTION SERVICES AGREEMENT

between

CITY OF GLENN HEIGHTS, TEXAS

and

[Contractor]

This Agreement is made on **[DATE]**, between the **City of Glenn Heights**, a Texas municipal home rule corporation, hereinafter referred to as "the City," and **[CONTRACTOR]**, a corporation, hereinafter referred to as "the Contractor."

1.0 RECITALS

WHEREAS, The City issued a Request for Proposals for Solid Waste and Recycling Collection Services (hereinafter "the RFP"); and,

WHEREAS, The Contractor submitted a proposal in response to the RFP on or before **[DATE]**; and,

WHEREAS, The City received and evaluated proposals from proposers in response to the RFP; and,

WHEREAS, The City and The Contractor have engaged in negotiations regarding the RFP; and,

WHEREAS, The City desires to hire the Contractor to provide those services as specified hereinafter; and,

WHEREAS, the Contractor desires to provide those services specified hereinafter;

NOW, THEREFORE, IN CONSIDERATION of the mutual terms, conditions, promises, covenants and payments hereinafter set forth, the City and the Contractor agree as follows:

1.1 Recitals Incorporation

The foregoing recitals are true and correct and hereby incorporated herein by reference.

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2.0 DEFINITIONS

2.1 Definitions

As used herein, the following defined terms, phrases, words, and their derivations shall have the meanings as set forth in this Section. Throughout the Agreement, capitalization is used to indicate use of these defined terms. When not inconsistent with the context, words used in the present tense shall include the future, words importing persons shall include firms and corporations, words used in the plural shall include the singular, words used in the singular shall include the plural, words used in the masculine gender shall include the feminine gender, and word used in the feminine gender shall include the masculine gender.

5G — 5G shall mean fifth-generation broadband cellular software that provides device connectivity and greater bandwidth, faster download speeds, and more robust machine-to-machine communication.

Act of Default or Default — Act of Default or Default shall mean any failure to timely, fully and completely comply with one or more material requirements, obligations, performance criteria, duties, terms or conditions, as stated in this Agreement.

Additional Brush and Bulky Waste Services — Additional Residential Brush and Bulky Waste Services shall mean Residential Brush and Bulky Waste Services that exceed the collection quantity or collection frequency limits specified in Section 8.1.3.

Agreement — Agreement shall mean this document, including any written amendment thereto as agreed upon by the City and the Contractor.

Agreement Term— Agreement Term shall mean the full term of the Agreement, including the Initial Term and any Optional Renewal Term unless sooner terminated.

Alley Service Unit— Alley Service Unit shall mean a Residential Service Unit designated by the City to receive Residential Collection Services in an alley.

Application Programming Interface (API) — API shall mean an interface that supports interactions between multiple software applications or mixed hardware-software applications, intended to provide rapid and reliable electronic communication through the City's data management and/or billing software.

Bag — Bag shall mean a non-dissolvable plastic sack with a capacity of up to approximately thirty-five (35) gallons designed or intended to store Trash with sufficient wall strength to maintain physical integrity when lifted by the top. Total weight of a Bag and its contents that is set-out for collection with Bulky Waste Services shall not exceed forty (40) pounds.

Beyond Contractor's Control — Beyond Contractor's Control shall mean events that materially and adversely affect Contractor's ability to perform the obligations under the Agreement and are not due to Contractor's fault or negligence and could not be avoided by Contractor's exercise of commercially reasonable efforts. Includes temporary landfill closure or extreme hazardous weather conditions but does not include economic hardship, manpower shortages, or equipment failure.

Brush — Brush shall mean cuttings or trimmings from trees, shrubs, or lawns and similar materials.

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Bulky Waste — Bulky Waste shall mean large items such as furniture, appliances, mattresses, carpet, tires, and other items too large to place in 96-gallon Carts. Prohibited items include Construction or Demolition waste, treated wood, fence panels, dead animals, Hazardous Waste, Special Waste, automotive parts, and extra trash bags regardless of the quantity or contents.

Bulky Waste Services — Bulky Waste Services shall mean the collection and disposal of Bulky Waste and the collection and recycling of Bulky Waste by the Contractor pursuant to this Agreement.

Business Day — Business Day shall mean any day, Monday through Friday, from 8:00 AM, CDT until 5:00 PM, CDT.

Cart — Cart shall mean a receptacle with wheels with a capacity of up to approximately sixty (65) gallons and ninety-six (96) gallons designed or intended to be mechanically dumped into a loader-packer type truck and approved for use by the City.

City — City shall mean the City of Glenn Heights, Texas, and shall include the City's elected officials, officers, employees, agents, volunteers and representatives.

City Event — City Event shall mean an event sponsored or co-sponsored by the City and designated by the City to receive City Services. The City has the sole authority to add or eliminate City Events to receive City Services.

City Facility — City Facility shall mean any City owned or operated facility designated by the City as a City Facility to receive City Services. The City has the sole authority to add or eliminate City Facilities to receive City Services.

City's Representative — City's Representative shall mean the person designated to receive written notices and communication on behalf of the City as identified in Section 4.1.

City Services — City Services shall mean Trash, Bulky Waste, and Recycling Collection, Processing, and Disposal Services for City Facilities, and City Events as further described in Section 10.

Council — Council shall mean the City Council, the governing body of the City.

Collect or Collection — Collect or Collection shall mean the act of removing Trash and Bulky Waste and transporting it to a Disposal Site, the act of removing Recyclable Material and transporting it to a Recyclable Material Facility, or the act of removing Yard Waste and transporting it to a Processing Facility.

Collection Day — Collection Day shall have the meaning set out in Section 12.

Collection Services — Collection Services shall mean all duties and responsibilities of the Contractor related to Collection pursuant to this Agreement.

Commercial — Commercial shall mean originating from any structure or activity other than single-family and duplex residential development including but not limited to hotels, motels, residential structures containing three or more dwellings, residential care facilities, businesses, industrial, and institutional facilities, construction projects, or an individual renting one (1) or more Roll-Off Container(s) located at their residence.

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Commercial Recyclable Material — Commercial Recyclable Material shall mean Recyclable Material Collected from Commercial buildings, establishments, or activities including multifamily dwellings, other than single-family and duplex residential development.

Commercial Recycling Collection Services — Commercial Recycling Collection Services shall mean Collection and delivery of Commercial Recyclable Materials to a Delivery facility pursuant to this Agreement.

Commercial Trash — Commercial Trash shall mean all normal waste products of Commercial buildings, establishments, or activities, excluding sewage and body waste, manure, dead animals over ten pounds in weight, Special Waste, Hazardous Waste, large tree trimmings, or any other waste material that cannot be broken down to fit into Commercial Trash Containers specified in this Agreement.

Commercial Trash Collection Services — Commercial Trash Collection Services shall mean Collection and delivery of Commercial Trash to a Delivery Facility pursuant to this Agreement.

Compactor — Compactor shall mean any container, regardless of its size, which has a compaction mechanism, whether stationary or mobile, and approved for use by the City.

Comply or Compliance — Comply or Compliance shall mean timely, fully and completely performing or meeting each and every term, requirement, obligation, performance criteria, duty or condition as stated in this Agreement. Compliance shall not mean substantial compliance. Substantial compliance shall be an Act of Default unless waived by the City solely by a written instrument.

Construction or Demolition Waste — Construction or Demolition Waste shall mean Municipal Solid Waste resulting from construction or demolition projects including all materials that are directly or indirectly the by-products of construction work or that result from demolition of buildings and other structures, including, but not limited to, paper, cartons, gypsum board, wood, excelsior, rubber, plastics, concrete, asphalt, and cardboard.

Container — Container shall mean Compactor, Front Load Container, or Roll-Off Container.

Contamination — Contamination shall mean the existence of any other material or substance on or contained in Program Recyclable Materials other than Program Recyclable Materials or the existence of any material or substance on or contained in Yard Waste other than Yard Waste

Contract Rates — Contract Rates shall mean the unit prices for Services as shown in Services as shown in Attachment 3 and Attachment 4 respectively.

Contractor — Contractor shall mean the corporation(s) responsible for performing Services pursuant to the Agreement and includes the Contractor's assignees and subcontractors.

Cubic Yard (CY) — Cubic Yard shall mean a unit of volume equal to the volume of a cube with sides of one (1) yard in length.

Curbside — Curbside shall mean within five (5) feet of the street or alleyway that provides primary access to the Residential Service Unit as designated by the City.

Customer — Customer shall mean the owner of a Commercial property or manager of a construction site located within the Service Area or their representative.

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CY — See Cubic Yard.

Delivery Facility — Delivery Facility shall mean any suitably licensed transfer station, Disposal site, or Processing Facility designated by the City where the Contractor delivers Trash, Bulky Waste, Yard Waste or Recyclable Materials pursuant to this Agreement.

Discharge — Discharge shall mean the deposit, conduct, drain, emit, throw, run, allow to seep, or otherwise release, or to allow, permit, or suffer any of these acts or omissions.

Disposal — Disposal shall mean the authorized deposit of Solid Waste at a Disposal Site in accordance with the terms of this Agreement.

Disposal Site— Disposal Site shall mean a Solid Waste management facility authorized by the Texas Commission on Environmental Quality to receive such waste for final disposal in accordance with local, state, and federal requirements.

Effective Date — Effective Date shall mean the effective date of the Agreement as defined in Section 7.1.

Excluded Waste — Excluded Waste shall mean Hazardous Waste, Special Waste, and Construction and Demolition Waste.

Fiscal Year — Fiscal Year shall mean the period beginning October 1st of each year and ending on September 30th of the subsequent year for the term of the Agreement.

Force Majeure — Force Majeure shall mean events beyond the City's or the Contractor's control that delay the City or Contractor from performing any of its obligations under this Agreement other than its payment obligations as further described in Section 41.

Front Load Container — Front Load Container shall mean any Container, with a capacity of two (2) cubic yards to ten (10) cubic yards and designed to be lifted and emptied into a standard front load collection vehicles as approved for use by the City.

Generator — Generator shall mean any person, site or location that produces Solid Waste, or Recyclable Materials.

Gross Revenues — Gross Revenues shall mean all revenues received, directly or indirectly, by the Contractor, its affiliates, subsidiaries, parent, and any person in which the Contractor has a financial interest, from or in connection with this Agreement.

GVW — GVW shall mean Gross Vehicle Weight.

Hazardous Waste — Hazardous Waste shall mean any Solid Waste identified or listed as a hazardous waste by the administrator of the United States Environmental Protection Agency under the federal Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976, 42 United States Code, §§6901 et seq., as amended.

Herein, Hereunder, Hereby, Hereto, Hereof, and any similar terms — shall mean this Agreement.

Initial Term — Initial Term shall mean the initial period that the Contractor shall perform the Services pursuant to the Agreement as further described in Section 7.2.

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Marketing — Marketing shall mean identification and developing of end markets for Program Recyclable Material and the selling of Program Recyclable Material to end markets.

May — May shall mean something that is not mandatory but permissible.

Missed Collection — Missed Collection shall mean the Contractor's failure to perform any Collection required by this Agreement within the timeframe specified in the Agreement provided that the material intended for Collection was set out at the time and in the manner specified in the Agreement.

Modified Collection Location —Modified Collection Location shall mean a location other than the Curbside acceptable to both the Resident and the Contractor for providing Residential Trash Collection Services or Residential Recycling Collection Services. The City reserves the right to designate the Modified Collection Location if the Resident and the Contractor cannot agree on an acceptable location or the location agreed upon by the Resident and the Contractor presents or may present health and safety hazards.

Multi-family Complex — Multi-family Complex shall mean a continuous dwelling, including all Multi-family Units therein, under a common roof of three (three) or more units, whether contiguous or multi-level construction, and shall include, but not be limited to, dwellings considered to be apartment houses, grouped housing, or condominiums.

Multi-family Unit — Multi-family Unit shall mean each dwelling unit in a Multi-Family Complex under a common roof of three (3) or more units. Multi-Family Units shall include, but not be limited to, dwelling units in apartment houses, grouped housing, or condominiums.

Optional Renewal Term — Optional Renewal Term means an optional addition to the term of the Agreement that the City can exercise at its sole discretion as further described in Section 7.3.

Person — Person shall mean an individual, corporation, organization, government or governmental subdivision or agency, business trust, partnership, association, or any other legal entity.

Process, Processed or Processing — Process, Processed, or Processing shall mean Recovery of Recyclable Materials, Treatment into Recovered Materials, and marketing of Recovered Materials to end markets; Recovery of Yard Waste, treatment into mulch or compost, and marketing of mulch or compost to end markets.

Processing Facility — Processing Facility shall mean a facility permitted under all applicable local, state, and federal laws and regulations for Processing Yard Waste or Recyclable Material.

Program Aluminum and Steel Recyclable Material — Program Aluminum and Steel Recyclable Material shall mean any beverage container, food can, bi-metal container, or lid with or without paper labels, rings, and lids composed primarily of whole iron, aluminum, steel, or other Recyclable Material of a similar nature.

Program Glass Recyclable Material — Program Glass Recyclable Material shall mean any glass food and beverage bottles, containers, or jars with or without paper labels, rings, and lids. Program Glass Recyclable Material shall not mean window glass, porcelain, or china.

Program Household Hazardous Waste (HHW) Material — Program Household Hazardous Waste Material shall mean paint, motor oil, batteries, cleaners, herbicides, insecticides and other common household

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hazardous wastes as listed in Attachment 5 and approved by the City for acceptance in its Household Hazardous Waste Collection Services program.

Program Paper Recyclable Material — Program Paper Recyclable Material shall mean any:

(i) Kraft paper;
(ii) Corrugated containers that have liners of Kraft, jute, or test liner including dry food boxes, beer and soda carriers, shoe boxes;
(iii) Old newspaper including slick paper inserts;
(iv) Chipboard; and
(v) Other mixed paper including but not limited to junk mail, junk mail inserts, residential mixed paper, bagged shredded paper, high-grade paper, white and colored ledger, copier paper, office paper, laser printer paper, computer paper including continuous-formed perforated white bond or green bar paper, book paper, cotton fiber content paper, duplicator paper, form bond, manifold business forms, mimeo paper, note pad paper (no backing), loose leaf fillers, stationery, writing paper, paper envelopes without plastic windows, carbonless (NCR) paper, tabulating cards, facsimile paper, manila folders, magazines, paperback books, small catalogs, telephone books and Yellow Pages.

Program Plastic Recyclable Material — Program Plastic Recyclable Material shall mean any rigid plastic bottle, container, jug, or jar made from #1 through #5 or #7 plastic.

Program Recyclable Material — Program Recyclable Material shall mean Program Paper Recyclable Material, Program Plastic Recyclable Material, Program Glass Recyclable Materials, and Program Aluminum and Steel Recyclable Material.

Program Recyclable Material — Program Recyclable Material shall mean Program Paper Recyclable Material, Program Plastic Recyclable Material, Program Glass Recyclable Materials, and Program Aluminum and Steel Recyclable Material.

Proposal — Proposal shall mean the proposal submitted by the Contractor in response to the Request for Proposals.

Recovered Material — Recovered Material shall mean Program Recyclable Materials that have been processed at the Recyclable Material Facility to market specifications.

Recyclable Material — Recyclable Material shall mean material that has been recovered or diverted from the nonhazardous Solid Waste stream for purposes of reuse, recycling, or reclamation, and is any material or product designated in writing by the City as being suitable for reuse, recycling, or reclamation.

Recyclable Material Facility — Recyclable Material Facility shall mean the facility where the Contractor receives and processes Recyclable Materials, including all contiguous land, structures, other appurtenances, and improvements on the land. A facility may be publicly or privately owned and may consist of several processing or storage units.

Recycling — Recycling shall mean a process by which materials that have served their intended use or are scrapped, discarded, used, surplus, or obsolete are collected, separated, or processed and returned to use in the form of raw materials in the production of new products.

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Request for Proposals (RFP) — Request for Proposals shall mean City of Proposer Request for Proposals Number 2026-00 through which the City solicited proposals to provide the Services contemplated in this Agreement.

Resident — Resident shall mean a person who resides at a Residential Service Unit.

Residential Trash — Residential Trash means all normal waste products of single-family and duplex residential development, other than sewage and body waste, manure, dead animals over ten pounds in weight, Special Waste, Hazardous Waste, large tree trimmings, Construction or Demolition Waste, or any other waste material that cannot be broken down to fit into residential Trash receptacles specified in this Agreement.

Residential Service Unit — Residential Service Unit shall mean a residential building with two (2) or fewer dwelling units located within the City occupied by a person or group of persons. A Residential Service Unit shall be deemed occupied when either water or domestic light and power services are being supplied thereto.

Residential Services — Residential Services shall mean Trash Services, Bulky Waste Services, Recycling Services, and Yard Waste Collection Services for Residential Service Units.

Residue — Residue shall mean material that is Processed at the Recyclable Material Facility but is not recovered and is disposed of as Solid Waste, including both Contamination and unrecovered Recyclable Material.

RFP — see "Request for Proposals."

Roll-Off Container— Roll-Off Container shall mean any container, excluding compactors, with a capacity of ten (10) cubic yards or more which is designed to be loaded onto a standard roll-off truck and transported to a Solid Waste Facility or Recyclable Material Facility and approved for use by the City.

Rubbish — Rubbish shall mean non-putrescible solid waste (excluding ashes), consisting of both combustible and noncombustible waste materials. Combustible rubbish includes paper, rags, cartons, wood, excelsior, furniture, rubber, plastics, brush, or similar materials; noncombustible rubbish includes glass, crockery, tin cans, aluminum cans, and similar materials that will not burn at ordinary incinerator temperatures (1,600 degrees Fahrenheit to 1,800 degrees Fahrenheit).

Scavenging — Scavenging shall mean the unauthorized removal of Recyclable Material after the generators thereof divest control physically or as a matter of appropriate law, rule or regulation.

Service Area — Service Area shall mean the area contained within the limits of the City of Glenn Heights, Texas, as may be amended from time to time.

Services — Services shall mean all duties and responsibilities of the Contractor pursuant to this Agreement.

Service Commencement Date — Service Commencement Date shall mean June 1, 2027, or an alternative date mutually agreed upon by the City and the Contractor in writing.

Service Unit — Service Unit shall mean a property qualifying for Service under the Agreement.

Shall — Shall will always mean mandatory and not merely directory.

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Single Stream — Single Stream shall mean Program Recyclable Materials that are commingled and that do not require the generator to subdivide the Program Recyclable Materials prior to collection.

Solid Waste — Solid Waste shall mean Trash, rubbish, sludge from a wastewater treatment plant, water supply treatment plant, or air pollution control facility, and other discarded material, including solid, liquid, semisolid, or contained gaseous material resulting from industrial, municipal, commercial, mining, and agricultural operations and from community and institutional activities, but does not include:

(i) Solid or dissolved material in domestic sewage or irrigation return flows or industrial discharges subject to regulation by permit issued under Chapter 26, Water Code;
(ii) Soil, dirt, rock, sand, and other natural or man-made inert solid materials used to fill land if the object of the fill is to make the land suitable for surface improvement construction.

Solid Waste Facility — Solid Waste Facility shall mean all contiguous land, structures, other appurtenances, and improvements on the land used for disposing of Solid Waste.

Special Waste — Special Waste shall mean any Solid Waste or combination of Solid Wastes that because of its quantity, concentration, physical or chemical characteristics, or biological properties requires special handling and disposal to protect the human health or the environment. If improperly handled, transported, stored, processed, or disposed of or otherwise managed, it may pose a present or potential danger to the human health or the environment. Special Wastes shall include:

(i) Hazardous waste from conditionally exempt small-quantity generators that may be exempt from full controls under Chapter 335, Subchapter N of Texas Administrative Code, Title 30
(ii) Class 1 industrial nonhazardous waste
(iii) Untreated medical waste
(iv) Septic tank pumpings
(v) Grease and grit trap waste
(vi) Wastes from commercial or industrial wastewater treatment plants; air pollution control facilities; and tanks, drums, or containers used for shipping or storing any material that has been listed as a hazardous constituent in 40 Code of Federal Regulations (CFR) Part 261, Appendix VIII but has not been listed as a commercial chemical product in 40 CFR §261.33(e) or (f)
(vii) Slaughterhouse wastes
(viii) Dead animals
(ix) Drugs, contaminated foods, or contaminated beverages, other than those contained in normal household waste
(x) Pesticide (insecticide, herbicide, fungicide, or rodenticide) container
(xi) Discarded materials containing asbestos
(xii) Incinerator ash
(xiii) Soil contaminated by petroleum products, crude oils, or chemicals in concentrations of greater than 1,500 milligrams per kilogram total petroleum hydrocarbons; or contaminated by constituents of concern that exceed the concentrations listed in Table 1 of §335.521(a)(1) of Texas Administrative Code, Title 30
(xiv) Used oil
(xv) Waste from oil, gas, and geothermal activities subject to regulation by the Railroad Commission of Texas when those wastes are to be processed, treated, or disposed of at a solid waste management facility authorized under this chapter
(xvi) Waste generated outside the boundaries of Texas that contains:
    (a) any industrial waste

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(b) any waste associated with oil, gas, and geothermal exploration, production, or development activities

(c) any item listed as a special waste in this paragraph

(xvii) Lead acid storage batteries
(xviii) Used-oil filters from internal combustion engines.

State — State shall mean the State of Texas.

Substantial Compliance — Substantial Compliance shall pertain solely to acts of Contractor being less than full and complete compliance and being ninety percent (90%) or more of full compliance. Substantial compliance shall mean an act of default.

Ton — Ton shall mean a unit of weight equal to 2,000 pounds.

Transition Plan — Transition Plan shall mean procedures established to ensure timely, smooth, and uninterrupted transitions between service providers at the beginning and end of the Agreement as further described in Attachment 2.

Trash — Trash shall mean Residential Trash and Commercial Trash.

Trash Collection Services— Trash Collection Services shall mean Residential Trash Collection Services and Commercial Trash Collection Services.

Unaccepted Set-out — Unaccepted set-out shall mean a set-out for collection that does not comply with the requirements of the Agreement.

Will — Will shall mean mandatory and not merely directory.

Yard Waste — Yard Waste shall mean cuttings or trimmings from trees, shrubs, or lawns, and similar materials such as grass, leaves, flowers, stalks, tree trimmings, Brush, and branches that are set out to be collected as a part of the Yard Waste Collection Service. Any such material set out to be collected with Trash or Bulky Waste Services shall be considered Trash or Bulky Waste.

Yard Waste Bag — Yard Waste Bag shall mean Kraft bag or other sack authorized by the City, designed to store Yard Waste with sufficient wall strength to maintain physical integrity when lifted. Total weight of a Yard Waste Bag and its contents shall not exceed forty (40) pounds.

Yard Waste Bundle — Yard Waste Bundle shall mean limbs or Brush cut into lengths of 4 feet or less and securely tied with no limbs exceeding six inches in diameter and no bundle exceeding 50 pounds in weight.

Yard Waste Collection Service — Yard Waste Collection Service shall mean the Collection of Yard Waste and delivery to the Delivery Facility pursuant to this agreement.

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3.0 REPRESENTATIONS

3.1 Representations

3.1.1 Representations by the City

The City represents to the Contractor that the City is duly organized and existing in good standing under the laws of the State and is duly qualified and authorized to perform governmental functions and operations as contemplated by this Agreement.

3.1.2 Representations by the Contractor

The Contractor makes the following representations to the City.

(i) The Contractor is duly qualified and in good standing to do business in the State and is duly qualified and in good standing to do business wherever necessary to carry on the business and operations required to perform all required Services as contemplated by this Agreement.

(ii) The Contractor has obtained or will provide the necessary processing and marketing capacity for Program Recyclable Material for the Initial Term and Optional Renewal Terms as defined in Section 7.0 of this Agreement.

(iii) The Contractor will obtain at their own expense all applicable environmental and other governmental permits, licenses and authorizations as required under Federal, State, local law, regulation, rule, or ordinance that are necessary to perform the Services.

(iv) The Contractor will obtain at their own expense all required insurance coverages specified in this Agreement.

(v) The Contractor will obtain at their own expense the required performance bond or letter of credit specified in this Agreement.

(vi) To the best of the Contractor's knowledge, there is no action, suit or proceeding, at law or equity, before or by any court or government authority, pending or threatened against the Contractor, wherein an unfavorable decision, ruling or finding would materially and adversely affect the performance by the Contractor of its obligation hereunder or the other transactions contemplated hereby, or which, in any way, would adversely affect the validity or enforceability of this Agreement, or any other related contract or instrument entered into by the Contractor.

4.0 GENERAL CONDITIONS

4.1 Designated Representative

Any notices or communication required or permitted to be made to either the City or the Contractor under this Agreement shall be made to the Designated Representative in writing:

If to the Contractor: [**NOTE:** Information will be added to final Agreement upon award by the City to the successful Proposer]

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If to the City: City Manager Clifford Blackwell

City of Glenn

Heights 1938 S.

Hampton Road,

Glenn Heights,

Texas 75154

The City Manager serves as the City's Representative for this Agreement and as the sole point of contact for the Contractor(s).

Notice shall be deemed to be given: (a) if personally delivered, when delivered; (b) if mailed, five (5) business days after receipted delivery to the U.S. Mail; (c) if delivered to Federal Express, or any other nationally recognized overnight carrier, one (1) business day after delivery to such overnight carrier. Each party, by similar written notice given five (5) business days in advance to the other Parties in the aforesaid manner, may change the address to which notice may be sent.

4.2 Compliance with Laws and Regulations

The Contractor understands, acknowledges, and agrees the applicability of the Americans with Disabilities Act, the Immigration Reform and Control Act of 1986 and the Drug Free Workplace Act of 1989.

Pursuant to the provisions of A.R.S. §41-4401, the Contractor warrants to the City that the Contractor and all its subcontractors are in compliance with all Federal Immigration laws and regulations that relate to their employees and with the E-Verify Program under A.R.S. §23-214(A).

A breach of this warranty by the Contractor or any of its subcontractors will be deemed a material breach of this Agreement and may subject the Contractor or subcontractor to penalties up to and including termination of this Agreement or any subcontract.

The City retains the legal right to inspect the papers of any employee of the Contractor or any subcontractor who works on this Agreement to ensure that the Contractor or any subcontractor is complying with the warranty given above.

The City may conduct random verification of the employment records of the Contractor and any of its subcontractors to ensure compliance with this warranty.

The City will not consider the Contractor or any of its subcontractors in material breach of this Agreement if the Contractor and its subcontractors establish that they have complied with the employment verification provisions prescribed by 8 USCA §1324(a) and (b) of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A.R.S. §23-214(A). The "E-Verify Program" means the employment verification pilot program as jointly administered by the United States Department of Homeland Security and the Social Security Administration or any of its successor programs.

The provisions of this Article shall be included in any agreements with subcontractors who provide services under this Agreement. "Services" are defined as furnishing labor, time or effort in the State of Texas by a contractor of subcontractor. Services include construction or maintenance of any structure, building or transportation facility or improvement to real property.

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In addition, the Contractor shall comply with the following laws:

(i) Occupational Safety and Health Administration (OSHA)

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The Contractor warrants that any work performed on City property or in a location partially or entirely under the Contractor's control will be performed in accordance with OSHA requirements and all applicable labor laws, regulations, and standards.

(ii) Equal Employment Opportunity
Contractor will comply with applicable laws, statutes, codes, rules and regulations related to or prohibiting discrimination in employment in the performance of its work under this Agreement.

(iii) Fair Labor Standards Act
Contractor is required and hereby agrees by execution of this Agreement to pay all employees not less than the Federal minimum wage and to abide by other requirements as established by the Congress of the United States in the Fair Labor Standards Act, as amended from time to time.

5.0 SERVICE AREA

The Contractor shall be required to perform the Services for all properties located within the Service Area, which includes the area contained within the limits of the City of Glenn Heights, Texas, as may be amended from time to time.

6.0 RIGHT TO PROVISION OF SERVICES

6.1 Right to Operate Collection Vehicles

City hereby grants the Contractor for the Agreement Term, the right and privilege to have, use and operate its vehicles on, over, and along, and across the present and future streets and alleys of the City as reasonably required to perform the Services contemplated under the Agreement.

6.2 Exclusive Right to Provision of Collection Services

The Contractor shall have the exclusive right to provide all Collection Services within the City including providing all Collection Services to Residential Service Units, Multi-family Complexes, and Commercial Service Units including industrial or institutional properties and construction sites. The Contractor, not the City, shall be responsible for defending the rights granted herein against third parties.

Notwithstanding the Contractor's exclusive right to provide Collection Services, it is understood and agreed that a construction contractor may haul and dispose of Construction or Demolition waste generated by a project located within the City that the construction contractor was hired to perform, provided that the construction contractor uses its own equipment to store and haul the Construction or Demolition Waste.

7.0 EFFECTIVE DATE AND TERM OF AGREEMENT

7.1 Effective Date of Agreement

Except as otherwise provided for herein, the obligations of the parties shall take effect on the date of execution hereof.

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7.2 Initial Term

Unless sooner terminated in accordance with Section 42.0, the Initial Term of the Agreement shall be for a [CONTRACT TERM LENGTH] year period commencing on [DATE & TIME] and continuing in effect until [DATE & TIME].

7.3 Optional Renewal Terms

After the Initial Term, the City may, at its sole discretion, specify one or more Optional Renewal Terms for the Agreement with a combined total length of not more than [RENEWABLE TERM LENGTH] years such that the total length of the Agreement including the Initial Term and Optional Renewal Terms shall not be longer than [MAX YEARS] years.

Optional Renewal Terms shall be on the same terms and conditions that were in effect on the date that the Initial Term or previous Optional Renewal Term expired. The City shall provide written notice to the Contractor of its intention to exercise any Optional Renewal Term not later than one-hundred-eighty (180) calendar days prior to the scheduled expiration date of the Initial Term or the then current Optional Renewal Term of this Agreement. This provision in no way limits the City's right to terminate this Agreement at any time during the Initial Term or any Optional Renewal Term pursuant to the provisions in this Agreement.

8.0 RESIDENTIAL COLLECTION SERVICES

8.1 Residential Collection Services Scope

8.1.1 Residential Trash Collection Services Scope

The Contractor shall collect one (1) time per week, on a scheduled Collection Day, all Trash contained in Trash Carts. Each Residential Service Unit shall have a minimum of one (1) Trash Cart. A Trash Cart Set-Out shall not weigh more than 150 pounds, inclusive of the Cart and contents. A Resident may request that the Contractor increase the number of Trash Carts at their Residential Service Unit for an additional charge. Upon the Contractor's receipt of a Resident's request to increase the number of Trash Carts at their Residential Service Unit, the Contractor shall collect, once per week on the same scheduled day as the first Trash Cart, all Trash contained in the number of Trash Cart(s) specified by the Resident.

8.1.2 Residential Recycling Collection Services **[The following assumes universal service, will be updated if the City selects opt in]**

The Contractor shall collect every other week all Recyclable Materials in one (1) Recycling Cart. Each Residential Service Unit shall have a minimum of one (1) Recycling Cart. A Resident may request that the Contractor increase the number of Recycling Carts at their Residential Service Unit for an additional charge. Upon the Contractor's receipt of a Resident's request to increase the number of Recycling Carts at their Residential Unit, Contractor shall collect, one (1) time every other week on the same scheduled day as the first Recycling Cart, all Recyclable Materials contained in the number of Recycling Cart(s) specified by the Resident. Residential Service Units shall not be required to separate Recyclable Materials by type prior to Collection.

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8.1.3 Residential Yard, Brush, and Bulky Waste Collection Services

The Contractor shall provide Curbside Collection of Brush and Bulky Waste to all Residential Service Units. Residents may set out up to [four (4) cubic yards] of Brush and Bulky Waste per [Collection frequency]. Residents may request Additional Brush and Bulky Waste Collection Services in accordance with Section 8.1.4.

8.1.4 Additional Residential Yard, Brush, and Bulky Waste Collection Services

A Resident may submit a request to the Contractor for Additional Residential Brush and Bulky Waste Collection Services. Upon receipt of a request from a Resident for Additional Residential Brush and Bulky Waste Services, the Contractor shall Collect, on a Collection Day agreed upon by the Contractor and Customer, all Brush and Bulky Waste as specified by the Resident for an additional charge.

8.1.5 Household Hazardous Waste Collection Services

The Contractor shall provide [AN ANNUAL COLLECTION EVENT OR DROP-OFF AT DISPOSAL SITE]. The Contractor shall collect the material, transport it to a pre-approved HHW Processing Facility, and manage the materials in an environmentally responsible manner in accordance with applicable law. All Contractor costs associated with Collection and Processing of Program HHW Material shall be included in the Contract Rates.

8.2 Residential Collection Services Location

Except as described below, Residential Collection Services shall be provided at the Curbside.

If the City deems that all Residents of a Residential Service Unit are unable due to age or verified physical limitations to safely move a Cart to the Curbside, the Contractor shall provide Residential Trash Collection Services and Residential Recycling Collection Services at a Modified Collection Location acceptable to the Resident and the Contractor. The City reserves the right to designate the Modified Collection Location if the Resident and the Contractor cannot agree on an acceptable location or the location agreed upon by the Resident and the Contractor presents or may present health and safety hazards. Residential Yard Waste Collection Services and Residential Brush and Bulky Waste Collection Services shall be provided at the Curbside for such Residential Service Units.

In limited areas, as identified by the City, the Contractor shall collect Trash, Recycling, and Yard Waste in alleys. Brush and Bulky Waste Collection shall be at the Curbside in front of the house and not the alley. Alley Service Units may not be conducive to operation of the Contractor's regular collection vehicles. The Contractor shall collect from Alley Service Units using modified equipment or operations if its regular collection vehicles are unable to safely operate in alleys.

The Contractor shall provide Residential Collection Services from City-approved Modified Collection Locations and Alley Service Units at no additional cost to the City.

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9.0 COMMERCIAL COLLECTION SERVICES

9.1 Commercial Collection Services Scope

The Contractor shall offer Trash and Recycling Collection Services to all Commercial Customers within the Service Area. For the purposes of the Agreement, Commercial Customers are defined to include but not be limited to Multi-family Complexes, businesses, industrial, and institutional properties, construction projects, and individuals renting one (1) or more Roll-Off Containers located at their residence.

The Contractor shall provide Trash and Recycling Collection Service to Commercial Customers using Container types, sizes, and collection frequencies specified by the Customer. The Contractor shall provide collection frequencies up to six days per week using the following Commercial Container options.

Container Type	Size Options
Cart	96 Gallon
Front Load (Uncompacted)	2 CY, 4 CY, 6 CY, 8 CY, 10 CY
Front Load (Compacted)	2 CY, 4 CY, 6 CY, 8 CY
Roll-Off (Uncompacted)	20 CY, 30 CY, 40 CY
Roll-Off (Compacted)	15 CY, 20 CY, 30 CY, 35 CY, 40 CY

A Trash or Recycling Cart Set-Out shall not weigh more than 150 pounds, inclusive of the Trash Cart and contents.

9.2 Commercial Collection Service Location

Upon commencement of a new Commercial Collection account, the Contractor and the Customer shall agree upon a location that can be accessed by collection vehicles and that does not interfere with or endanger vehicles or pedestrians.

9.3 Unscheduled Extra Collection

The Contractor shall accommodate requests from Customers for additional Front Load Container Collection on days other than their regularly scheduled Collection Days provided that the request is received at least 48 hours before the additional collection is scheduled to occur. The Collection Service Contractor shall invoice Customers for unscheduled extra collection at the Contract Rates.

10.0 CITY FACILITIES

The Contractor shall provide Collection and Disposal of Trash and Collection and Processing of Program Recyclable Materials to all City Facilities as designated by the City. The City shall decide on the number and size of Carts and Containers and collection frequencies at each designated City Facility.

10.1 Commercial Collection Days

Commercial Collection Services occur at a frequency and on Collection Days that are mutually agreed upon by the Customer and the Contractor up to six (6) times per week, Monday through Saturday.

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11.0 CITY EVENTS AND SPECIAL PROJECTS

The Contractor shall provide Collection, Processing, and Disposal services for City events as designated by the City, including but not limited to the following.

- The City may request collection services for City events and projects at the Contract Rates for equipment rentals in Attachment 4. Rental rates include supply of equipment, a driver, fuel, hauling, Disposal, Processing, and other incidental costs. If requested by the City, the driver must remain on-site during the event at no additional cost to the City.

The City shall endeavor to provide reasonable notice in advance of not less than seven (7) days in pre-planned, non-emergency circumstances. The Contractor shall make all reasonable efforts to accommodate requests with less notice in situations that could not reasonably have been foreseen by the City.

12.0 CASH DONATION

The Proposer shall provide an annual cash contribution for City event sponsorship of no less than $27,000 to the City for the entire term of the contract by May 31 of each year, adjusted annually based on the Cost Adjustment terms.

13.0 COLLECTION DAYS AND HOLIDAYS

13.1 Residential Collection Days

Each Residential Service Unit shall receive Trash and Recycling Collection Services on the same day each week according to a published schedule.

13.2 City Services Collection Days

City Services Collection occurs at a frequency and on Collection Days that are mutually agreed upon by the Contractor and the City.

13.3 Holidays

The Proposer shall not provide Service on Thanksgiving and Christmas. Holidays may be added, deleted, or changed upon the sole determination of the City.

The Contractor shall not provide Collection Services on Thanksgiving and Christmas but may choose to provide Collection Services on other Holidays at their sole discretion. Any collection days missed due to holiday observances shall be made up on the following Saturday or any day of the week during the week the holiday falls upon. Any costs of Holiday observances are included in the Contact Rates.

14.0 HOURS OF OPERATION

Collection operations shall not be conducted outside the hours specified in the following table without written approval from the City's Representative. Operating outside of approved hours will subject the Contractor to Liquidated Damages in accordance with Section 38.0.

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Hours of Operation

Collection Service Type	Approved Operating Hours
Residential Collection Services	7:00AM TO 6:00PM, Monday through Friday Saturday Collection 7:00AM TO 6:00PM permitted as required to provide make-up Collection for observed Holidays only.
Commercial Collection Services and City Services	7:00AM TO 6:00PM, Monday through Saturday

15.0 DISPOSAL SERVICES

The Contractor shall deliver all Trash and Brush and Bulky Waste collected under this agreement to [Pre-Approved Disposal Site Location] (the Disposal Site) for management in accordance with good environmental practice and compliance with applicable law. The Disposal Site shall not be changed without approval from the City, which approval shall not be unreasonably withheld. The cost of Disposal is included in the Contract Rates for Collection. The Contractor shall maintain sufficient capacity at the Disposal Site(s) to manage all Trash and Bulk Waste collected in the Town throughout the Agreement Term. The City shall have the opportunity to inspect operations at the Disposal Site upon request. If Contractor changes the Disposal Site and it provides a lower cost (based on distance to the City and/or lower disposal cost), the Contractor shall pass on a proportional savings to the City.

16.0 RECYCLABLE MATERIAL PROCESSING SERVICES

16.1 Recyclable Material Facility Requirements

The Contractor shall deliver all Program Recyclable Material to the Recyclable Material Facility located [Pre-Approved Disposal Site Location]. The Contractor shall maintain sufficient capacity at the Recyclable Material Facility to receive and Process all Program Recyclable Material collected in the City throughout the Agreement Term.

The Contractor shall utilize a Recyclable Material Facility in compliance with all applicable laws. The Recyclable Material Facility shall use processing equipment at the Recyclable Material Facility capable of complying with product specifications of secondary materials buyers including, but not limited to, product form, size, weight, density, and degree of contamination. In addition, the Recyclable Material Facility shall use processing equipment capable of processing ninety-five percent (95.0%) by weight of Program Recyclable Materials into Recovered Materials monthly. The City reserves the right to review the Recyclable Material Facility's operating records and/or perform material composition audits to verify compliance with these requirements.

The Recyclable Material Facility shall market one hundred percent (100%) of Recovered Materials to secondary markets. Disposal of Program Recyclable Materials or Recovered Materials is strictly prohibited

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and will subject the Contractor to Liquidated Damages in accordance with Section 38.0. Upon request by the City, the Contractor shall provide information identifying where Program Recyclable Material is marketed, including the location of such markets and whether markets are domestic or international. The Contractor shall also be responsible for Disposal of all Residue generated by processing of Program Recyclable Material. The cost of performing all Recyclable Material Processing Services is included in the Contract Rate.

16.2 Addition and Deletion of Program Recyclable Materials

The City reserves the right to add other Program Recyclable Materials to the program if the processing facility accepts such material from other customers or if the City and Contractor agree it is economically and technically feasible. In addition, the City reserves the right to delete Program Recyclable Materials from the program if the parties agree it is economically and technically prohibitive.

17.0 TRANSFER STATION PROCESSING SERVICES

If the Contractor uses a transfer station to transport solid waste materials to an approved Disposal site, the Contractor shall obtain pre-approval from the City, which approval shall not be unreasonably withheld. Transfer Station operations shall be conducted in accordance with good environmental practice and compliance with applicable law. The cost of using any transfer station is included in the Contract Rates. The City shall be allowed to inspect operations at any transfer station used pursuant to this Agreement upon request.

18.0 HOUSEHOLD HAZARDOUS WASTE PROCESSING SERVICES

The Contractor shall deliver all Program HHW Material collected under this Agreement to [Pre-Approved Processing Facility] (the Program HHW Material Processing Facility) for Processing in accordance with good environmental practice and compliance with applicable law. The Program HHW Material Processing Facility shall not be changed without approval from the City, which approval shall not be unreasonably withheld. The cost of Processing is included in the Contract Rates for Collection and shall be paid directly to the Program HHW Material Processing Facility by the City]. The Contractor shall maintain sufficient capacity to manage all Program HHW Material collected pursuant to this Agreement throughout the Agreement Term. The City shall have the opportunity to inspect operations at the Program HHW Material Processing facility upon request.

19.0 COMMINGLING OF MATERIALS AND DISPOSAL OF PROGRAM RECYCLABLE MATERIALS PROHIBITED

19.1 Commingling of Materials

The Contractor shall be allowed to commingle material collected under the Agreement with material collected from other sources outside the City.

19.2 Disposal of Program Recyclable Materials Prohibited

The Contractor shall not dispose of any Program Recyclable Material or market Program Recyclable Materials to markets that the Contractor knows or reasonably should have anticipated will dispose of the Program Recyclable Material except when approved in writing by the City.

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20.0 STORM AND DISASTER DEBRIS MANAGEMENT

In the event of an emergency declaration by the City, the President of the United States, or Federal Emergency Management Agency (FEMA) affecting the Service Area, the Contractor shall not be responsible for collection of debris generated from or as a result of such emergency, to the extent that such debris is in excess of normal volumes and material types collected through services provided under this Contract.

In the event of such emergency declarations, the Contractor shall be required to continue provisions of services in accordance with this Contract, including collection of all materials and material quantity limits as defined herein. On a non-exclusive basis, the City may negotiate with the Contractor for additional services if required or may negotiate with other service providers for quantities in excess of normal volumes.

Emergency declaration, as defined in this Section, shall not automatically invoke Force Majeure terms, as defined in Section 41.0.

21.0 COLLECTION VEHICLES

21.1 Inspection of Collection Vehicles

The City may inspect the Contractor's equipment at any time to ensure compliance with this Agreement. Upon notification form the City, the Contractor shall be required to repair or replace equipment that is no longer in acceptable condition for its intended purpose. The Contractor shall, upon notification from the City, sanitize, wash, or repaint equipment that is unsightly.

21.2 Appearance of Collection Vehicles

The Contractor shall paint all collection vehicles uniformly as approved by the City and with the Contractor's name, customer service office telephone number and the unique identification number of the vehicle in letters not less than six (6) inches high on each side and the rear of the vehicle. All collection vehicles shall be uniquely numbered, and a record kept of the vehicle to which each number is assigned.

The Contractor shall use vehicles to which wrap graphics may be applied and shall apply wrap graphics upon request by the City. Wrap graphics may be for the purpose of City-related education, events, announcements, or other content approved by the City. Application of wrap graphics to collection vehicles shall be performed by the Contractor and production and application shall be City's sole cost.

No advertising shall be permitted on vehicles for persons other than the Contractor. No advertising shall be permitted on vehicles for third parties.

21.3 Age of Collection Vehicles

Upon commencement of the Agreement, the Contractor shall use vehicles that are not more than 36 months old. Throughout the Initial Term and any Optional Renewal Terms the average age of the Contractor's collection vehicle fleet shall not exceed 7 years.

21.4 Purchase, Operation, Maintenance, Storage and Replacement of Collection Vehicles

The Contractor, at its sole cost, shall purchase, operate, maintain, store and replace all collection vehicles as required for the provision of Collection Services. The Contractor shall maintain collection vehicles

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according to industry standards including, but not limited to compaction, prevention of leakage, and other industry standard performance requirements.

All collection vehicles shall be equipped with back-up cameras and spill kits for oil and hydraulic fluids.

21.5 Collection Vehicle Specifications

The Contractor shall use mechanical arm collection vehicles as the standard collection vehicle type to provide all Cart-based collection services (Residential Trash Collection Services and Residential Recycling Services). The City recognizes that there may be areas within the Service Area that are not conducive to safe operation of mechanical arm collection vehicles. In these areas, the Contractor may use collection vehicle type(s) other than mechanical arm.

All collection vehicles used by the Contractor to provide Collection Services under the Agreement shall be designed to prevent leakage, spillage or overflow. All such vehicles shall comply with U.S. Environmental Protection Agency noise emission regulations and other applicable noise control regulations. The Contractor shall also ensure that Gross Vehicle Weights (GVW) do not exceed vehicle license limitations.

The Contractor shall equip all Collection Vehicles with onboard electronic equipment and systems such as cameras, internet, GPS, software and communication systems as required to provide real-time positioning, route monitoring, work order management and photo verification of service delivery. All collection vehicles shall include both in-cab and exterior cameras that are able to document set outs and provide any service verification needs as determined by the City and the Contractor. Cameras shall be supported by a data management platform that is 5G enabled and compatible with the City's data management system. Contractor's onboard technology systems and cameras on each Collection Vehicle shall be available for at least ninety (90) percent of the hours that the Collection Vehicle is on route on a calendar month basis. Additionally, all collection vehicles shall have the capability to have routing and in-field re-routing capabilities and contain an Application Programming Interface (API) that is interoperable with the City's data management system. The City reserves the right to request that the Contractor provide technology improvements from time to time as appropriate to maintain performance. The cost to supply, install, maintain, and operate these electronic systems is included in the Contract Rates, including the cost of any software licenses required by the City.

The City's technology systems and the Contractor's onboard technology systems shall be able to communicate in real time to allow the following transactions to occur:

(i) Transmission of open work orders to Collection Vehicles for completion,

(ii) Transmission of completed work orders from Collection Vehicles to the City,

(iii) Transmission of current location, route completed and route remaining from Collection Vehicles to the City, including a graphical route map clearly identifying the route and providing colored lines indicating if the vehicle has travelled the street in one or both directions,

(iv) Generation and transmission of automated reports identifying any sections of any routes where a Collection Vehicle did not pass,

(v) Generation and transmission of automated reports identifying the address of any Unaccepted Set-outs with a photograph of the Unaccepted Set-Out,

(vi) Review of camera data for service verification,

(vii) Access to stored geolocation data.

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22.0 CARTS

22.1 Ownership of Carts

[This section will be updated and included in the final awarded Agreement, based on final financial terms negotiated between the City and the successful Proposer at the conclusion of the RFP.]

22.2 Cart Operations

The Contractor shall be responsible for Cart operations, as defined herein, at no additional cost to the City. The City shall retain ownership of all Carts, in accordance with Section 22.1.

The Contractor shall be required to provide Trash Services and Recycling Services utilizing Carts for all Residential Service Units and any other Service Units receiving service using Carts. The Contractor shall be responsible for Cart operations whether the Carts are owned by the Contractor or the City.

The Contractor shall be responsible for storage, assembly, repair, and maintenance of all Carts, and delivery of repaired and replacement Carts to Residential and Commercial Customers. The Contractor shall have computer software capable of supplying the City with detailed information as to the performance of the of the required services under this Section of the Agreement, including Cart purchase and delivery history, service times, types of service performed, types of repairs being made, and other reports as requested by the City. The Contractor shall also be required to provide additional data and reports as required herein.

22.3 Cart Inventory Data

22.3.1 Cart Inventory Database

The Contractor shall develop and maintain a database which contains the following information. The Contractor shall make the then current database, or any data contained therein, available to the City upon request by the City.

Each Cart purchased or managed under the Agreement shall have an associated Cart ID or serial number, unique to that Cart, which shall be used to track all Cart information as required under the Agreement, including:

(i) Location (address) and date of delivery of each Cart, including current and historical locations where Cart has been in-service;

(ii) Occurrences of maintenance, repair, and replacement performed for each Cart; and

(iii) Number and type of Carts at each Residential Service Unit, Commercial Service Unit, and City Facility.

22.3.2 Requirements for Cart Inventory Report and Collection of Excess Carts

Upon commencement of the Agreement, and once every three (3) years thereafter for the duration of the Initial Term and any Optional Renewal Term, the Contractor shall be required to provide the City with a comprehensive report summarizing current Cart inventory information from the database in accordance with Section 22.322.3.1. The initial report shall be submitted to the City within three (3) months of the Service Commencement Date and shall be based upon information gathered during initial Cart distribution. Subsequent Cart inventory reports shall be submitted once every three (3)

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years thereafter, on the same month in which the Agreement commenced. Subsequent Cart inventory reports shall be based on in-field Cart data collection activities by the Contractor to verify the number of Trash and Recycling Carts being serviced at each Residential Service Unit, Commercial Service Unit, and City Facility and update the database if required.

The City shall use the comprehensive report to identify the number of Trash Service Carts and Recycling Service Carts that are collected at each Residential Service Unit, to determine the cost of Additional Carts to be paid to the Contractor by the City, in accordance with the rates established in the Agreement.

Upon notification and request by the City, the Contractor shall be required to collect from Residential Service Units, Commercial Service Units, City Facilities, and City Events any unwanted excess Carts. The Contractor will be responsible for storing these Carts until they can be used.

22.4 Cart Inventory Replacement

At Service Commencement, the City may require the Contractor to assemble and distribute Carts to Residential and Commercial Customers at no additional cost. The number of Trash or Recycling Carts to be distributed shall be equal to the number of each type of Cart in use by each Residential Service Unit or Commercial Customer or City Services location at that time.

Throughout the Agreement Term, the Contractor shall be responsible for delivery of repaired, replacement or new Carts to Residential Service Units, Commercial Customers, and City Facilities and Events. The Contractor shall deliver repaired or replacement Carts at no additional cost to the City provided that the delivery occurs due to addition of a new Service Unit, warranty replacement, or replacement due to normal wear and tear or damage due to Contractor fault. If a replacement is required due to loss or damage of a Cart by the Customer, then the Contractor may charge the City a one-time fee for delivery of a replacement Cart.

22.5 Cart Operations Facility and Location

The Contractor shall use its own facilities for Cart operations required including but not limited to Cart storage, maintenance, and repair. The Contractor's Cart operations facility shall be used for receipt and storage of all Carts and replacement parts used in provision of Services under this Agreement.

22.6 Cart Purchase

The [Contractor/City] shall be responsible for sourcing and purchasing Carts meeting the specifications in Section 22.8 and delivering them to the Contractor's designated maintenance and storage facility to be managed by the Contractor in accordance with Section 22.0. The Contractor and City shall work cooperatively to maintain inventories of Carts at appropriate levels. The Carts shall be owned by the [Contractor/City] and retained by the [Contractor/City] at the end of the Agreement Term.

22.7 Cart Maintenance, Repair, and Replacement

(i) The Contractor shall maintain and repair Carts for the collection of Trash and Program Recyclable Materials, in accordance with the Agreement

(ii) The Contractor shall maintain, repair, and deliver repaired, and replacement Carts as needed. Contractor responsibilities shall include picking up damaged Carts, processing

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warranty replacements, repairing, and delivering repaired, replacement Carts to Residential Service Units, Commercial Customers, and City Facilities and Events.

(iii) The turn-around time for the maintenance, repair, or replacement of a Cart shall not exceed two (2) business days from the time a request for service is received by the Contractor. Maintenance and repair shall not interfere with normal collection of the Cart.

(iv) The Contractor shall purchase and use replacement parts as specified by the Cart manufacturer as required to repair and maintain Carts.

(v) The Contractor shall make the necessary repairs or replacement within forty-eight (48) hours of receipt of request. The Contractor shall be responsible for maintaining records of such customer service requests and their resolution.

(vi) Contractor shall be responsible for and incur all costs for the disposal or recycling of Carts damaged beyond repair.

22.8 Cart Specifications

The following represent the minimum specifications for Carts used to provide Collection Services under this Agreement.

(i) Carts shall be purchased new for this contract.

(ii) Carts shall have a minimum 10-year warranty in accordance with Section 22.10.

(iii) The Cart shall be compatible with both standard American semi-automated, bar-locking lifters (ANSI type B) as well as automated arm lifters (ANSI type G). All Carts should be rotationally or injection molded using linear high or medium density polyethylene that contains resin with an ultraviolet stabilizer and color shall be non-fading throughout the warranty period.

(iv) The body of the Cart shall be composed of first quality recyclable (25% PCR of total) medium or high-density polyethylene with a BCSR rating of not less than 500 hours.

(v) The resin shall meet or exceed the following American Society for Testing Materials (A.S.T.M) molded property specification: Environmental Stress Crack Resistance (E.S.C.R) Condition "A" for rotational Carts or Condition "B" for injection molded Carts.

(vi) The capacity of Carts shall be approximately [65 or 96 U.S. gallons].

(vii) The Cart is provided with adequate wheels (minimum ten-inch (10") diameter with five-eighth inch (5/8') diameter solid axle) and handles so that it can be pushed or pulled with little effort.

(viii) Carts shall be furnished complete with all hardware needed for assembly and use. Contractor shall establish an inventory stock of replacement parts for field repairs. Replacement parts should be available upon request of repair to ensure repairs are made in a timely manner in accordance with Section 22.7 of the Agreement. The following are considered replacement parts:

a. Wheels and assemblies;

b. Lids and assemblies;

c. All associated fasteners and brackets.

(ix) The Cart is designed to accommodate a load of three hundred thirty-five (335) pounds for a 96-gallon Cart excluding the weight of the Cart, without permanent damage, deformation or structural failure. Carts and all components shall be capable of withstanding temperature extremes ranging from negative thirty (-30) degrees Fahrenheit to one hundred and fifty (150)

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degrees Fahrenheit, when under two hundred (200) pounds per square inch compression, applied from opposite sides by the gripping arms of a Vehicle without permanent damage, deformation or structural failure.

(x) Carts shall be made with plastic material using hot melt compounding that is specifically prepared to be colorfast so that the Carts do not alter appreciably in normal use. Carts shall be stabilized against ultraviolet light attack with UV 531 or equivalent.

(xi) Cart lids shall have the following specifications:

a. Shall be designed to facilitate water run-off.

b. Design prevents the lid from being flung open by the wind.

c. Shall be closed by the weight of the lid only. No latches are used or required.

d. The lid is designed in such a manner as to allow opening without having to touch the bottom edge of the lid.

(xii) The Cart is designed to prevent being turned over by winds of up to 40 mph in any direction.

(xiii) In the event of any recall notice, technical service bulletin, or other important notification affecting any Carts or replacement parts purchased under this Agreement, a notice shall be sent to the City. It shall be the responsibility of the Contractor to assure that all recall notices are sent directly to the City.

(xiv) If the Carts include a bar code system, bar codes should be located on the front of the container above the serial number. The bar code should be readable with the devices that meet industry standards. The scanned value of each code should match each Cart's serial number. The bar code shall remain scannable throughout the warranty period.

22.9 Cart Appearance

(i) Carts shall have an appearance as specified by the City, including, but not limited to:

a. Color.

b. Labels, logos, and other identifying information, including size and color of letters, numbers, and markings.

c. Serial numbers or other numbering system of City's choosing.

d. Size and color of the Carts are Navy Blue, Brown, Forest Green or other color as directed by the City, and are stabilized against ultraviolet light attack with UV 531 or equivalent. Color of Trash and Recycling carts shall be different.

e. Upon request, cart lids shall have a hot stamp informational message educational message, and/or In-Mold Label (IML) option as needed by the City.

f. Non-Residential Carts shall have a different lid color from Residential Carts to distinguish Service Unit type.

(ii) Carts shall have no markings or advertising for any entity other than the City.

22.10 Cart Warranty

The following Cart warranty specifications represent the warranty requirements for Cart maintenance, repair and replacement. All Carts and hardware furnished shall be unconditionally warranted for a period of a minimum ten (10) years against defects including, but not limited to: cracking, chipping, peeling, distortion, failures at attachment, weathering degradation, defective or insufficient material, poor material workmanship on the part of the manufacturer and lowered

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ultraviolet resistance to aging in the process or normal operational use. If at any time during the warranty period, a defect should occur with any Cart, the Cart shall be replaced by the Contractor at no cost or obligation to the City. The Contractor expressly warrants all items to be new, free from defects in design, materials and workmanship, and to be fit and sufficient for their intended purpose. All warranties shall survive acceptance and payment by the City. The City reserves the right to have any or all Carts submitted for consideration evaluated by an independent testing facility to ensure full compliance with specifications. Warranty includes, but is not limited to, the factors listed below:

(i) Failure of the lid to prevent rainwater from entering the Cart when closed on the Cart body.

(ii) Damage to the Cart body, the lid, or any component parts through opening or closing the lid.

(iii) Does not continuously perform in the intended manner as set forth in Section 22.8 (including smooth maneuverability).

(iv) Failure of the lid hinge to remain fully functional and continually hold the lid in the originally designed and intended position when either is opened or closed.

(v) Failure of any plastic component to be resistant to damage in the event of contact with common household or residential product/chemicals.

(vi) Failure of any plastic component resulting from rodents or other wildlife damage.

(vii) Failure of any portion of the bottom of the Cart to remain impervious to wear-through after repeated contact with rough and abrasive surfaces. The Cart shall remain free of holes or penetrations that will cause the container to leak throughout the warranty period with the Cart in normal use.

Cart or lid failures during the warranty period shall constitute failure of the Cart and require replacement with a new and complete Cart (including shipping and assembly), at no cost to the City. The determination of failure will be at the sole discretion of the City. Warranty replacement will be due to the City within sixty (60) days from the time the City submits the claim.

23.0 OTHER COLLECTION EQUIPMENT

Contractor shall provide other collection equipment and vehicles sufficient in number and capacity to perform the work required by this Agreement including, but not limited to Front Load Containers, Roll-Off Containers and any vehicles used to service Commercial Service Units, City Facilities and City Events.

23.1 Appearance of Other Collection Equipment

The Contractor's name, local telephone number, call center telephone number shall be displayed in letters and numbers no less than four (4) inches high and the vehicle identification number shall be displayed in letters and numbers no less than two and one-half (2.5) inches high on all other collection equipment. Contractor shall not place the City's logo on other collection equipment vehicles. Contractor shall paint all other collection equipment uniformly as approved by Contractor shall maintain all containers in a clean manner.

Other collection equipment used in the collection of materials under the Agreement shall be thoroughly washed on a regular basis to present a clean appearance. City may inspect Vehicles at any time to determine compliance with cleaning and maintenance requirements.

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23.2 Other Collection Equipment Specifications

All other collection equipment and vehicles used by Contractor in providing collection of materials under the Agreement shall be designed to prevent leakage, spillage or overflow. All such vehicles shall comply with U.S. Environmental Protection Agency noise emission regulations and other applicable noise control regulations. Contractor shall also ensure that GVW of all vehicles, even when loaded, does not exceed vehicle license limitations to protect the roadways of the City.

23.3 Purchase, Operation, Storage and Replacement of Other Collection Equipment

Unless otherwise stated in this Agreement, Contractor, at its sole cost, shall purchase, operate, and maintain other collection equipment pursuant to this Agreement.

The City, at its sole discretion, shall determine whether the Contractor is or is not properly maintaining the collection equipment. If the City determines the Contractor is not properly maintaining the collection equipment, Contractor shall replace such equipment in accordance with this Agreement and City may assess administrative charges in accordance with this Agreement. Unless otherwise stated in this Agreement, Contractor, at its sole cost, shall replace collection equipment if such equipment is lost, stolen or damaged beyond normal wear and tear. If Contractor or City determines that other collection equipment requires replacement, Contractor shall replace such equipment within fourteen (14) calendar days with comparable equipment. Contractor shall be responsible to make the appearance of the replacement equipment in adherence with the requirements of this Agreement.

23.4 Other Collection Equipment Inspection and Maintenance

Contractor shall furnish and maintain other collection equipment in accordance with all standards in this Agreement and any maintenance considered to be necessary for execution of the work in an acceptable manner and at a satisfactory rate of progress. Contractor shall inspect each vehicle and each piece of equipment daily to ensure that all equipment is operating properly and complies with Applicable Law. Vehicles which are not operating properly or do not comply with Applicable Law shall be taken out of service until they are repaired and operate properly and comply with Applicable Law.

23.5 Ownership of Collection Equipment other than Carts

Ownership of collection equipment other than Carts shall rest with Contractor.

24.0 UNACCEPTED SET-OUTS

The Contractor may designate a set-out as an Unaccepted Set-out only for the following reasons.

(i) A set-out of Recycling that contains more than thirty percent (30%) materials that are not Program Recyclable Materials

(ii) A set-out exceeds quantity limits as established in this Agreement

(iii) A set-out is not placed at the Curbside or is inaccessible due to barriers

(iv) A set out is placed in bags or other non-standard containers

(v) Waste materials are placed on top of a Cart or a Cart cannot be closed

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(vi) A set-out presents a substantial danger to the Contractor's employees or the public

(vii) A set-out contains Hazardous Waste or other prohibited materials that cannot be easily separated

In the event of an Unaccepted Set-out, the Contractor shall:

(i) Take a photograph of the entire set-out

(ii) Collect any portion that is properly set-out and can be easily separated

(iii) Leave an Unaccepted Set-out Notice stating the reason the set-out or portion of the set-out was designated an Unaccepted Set-out

(iv) Record the location address

For Brush and Bulky Waste set-outs that are Unaccepted Set-outs due to exceeding the quantity limit the Contractor shall, if possible, collect a portion of the set-out approximately equal to the quantity limit. The Unaccepted Set-outs shall be tagged with a notification explain why the Set-out was unacceptable, how to address the issue for future collection, and how to contact the Contractor for payment and removal.

The Contractor shall provide a list of the Unaccepted Set-outs including the address, and reason for non-acceptance to the City by 10:00 AM the next business day. If the Contractor fails to provide notice to the customer and to the City in accordance with this Section, the Contractor shall be subject to Liquidated Damages in accordance with Section 38.0.

25.0 MISSED COLLECTION

A missed collection complaint occurs when a customer reports that their material was set out at the correct time and in the manner prescribed by the Agreement and was not collected by the Contractor.

If the City or the Contractor receives a missed collection complaint, the Contractor shall investigate using the collection vehicle's onboard cameras. If the Contractor cannot demonstrate that the material was not set-out, or that an Unaccepted Set-Out notice was delivered due to a non-compliant set-out, then the complaint shall be considered confirmed, and the Contractor shall be subject to Liquidated Damages in accordance with Section 38.0. If the Contractor is notified of a confirmed missed collection prior to 1:00 PM then the Contractor shall return to the property to pick-up the missed collection on the same day that notice is received. If the Contractor is notified of a missed collection after 1:00 PM then the Contractor shall return to the property pick up the missed collection no later than 5:00 PM on the day after the complaint is received.

26.0 PUBLIC EDUCATION NOTICES

The Contractor shall provide the following services associated with public education notices at no additional cost to the City or the customer. The Contractor shall submit all public education notices to the City for approval at least thirty (30) days prior to distribution. Contractor will at no time place public education notices inside customers' mailboxes. Contractor shall not distribute any public education notices within the City without written approval from the City.

(i) Transition Notice

The Contractor shall develop, print, and distribute a Transition Notice informing customers of the change in service provider, if applicable. The final City-approved Transition Notices shall be

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delivered to Customers by the Contractor between one (1) and fourteen (14) days after the Service Commencement Date.

(ii) Program Introduction Notice

Contractor shall develop, print, and distribute a Program Introduction Notice for each Residential Service Unit describing all Residential services that will be provided, including new services and changes to services. Program Introduction notice shall include, at a minimum:

- Types of Residential Services that will be provided;
- Service frequency or procedure for requesting each service; and
- Set-out requirements (types of materials accepted, configuration, and limits).

Final City-Approved Program Introduction Notices shall be distributed 10 to 15 days prior to the Service Commencement Date.

(iii) Unaccepted Set-out Notices

The Contractor shall develop, print, and distribute, at Contractor's own expense, an Unaccepted Set-out Notice. The Unaccepted Set-out Notice shall be approved by the City and shall include one (1) original with two (2) carbon copies. The Unaccepted Set-out shall include the date, reason for non-collection, Contractor's customer service telephone number, and any other information the City requests. The Contractor shall attach the original Unaccepted Set-out Notice via a non-adhesive means to the Cart, or Container. Contractor shall take a digital photo of set-out that receives an Unaccepted Set-out. Contractor shall maintain carbon copies of Unaccepted Set-out Notices and digital photos in a format Contractor can immediately retrieve a requested notice or photo by address. Contractor shall provide a daily report of Unaccepted Set-out Notices as set forth in this Agreement.

(iv) Development, Printing and Distribution of Additional Public Education Notices

At the request of the City, the Contractor shall develop, print, and distribute, at Contractor's own expense, other Public Education Notices to Residential Service Units for purposes and needs identified by the City.

The Contractor shall be required to provide to the City at no cost any existing public educational materials previously developed and used for Residential services, including, but not limited to flyers, mailers, informational or instructional videos, etc. The City shall be permitted to use such materials for public education purposes within the City at the City's discretion.

27.0 SPILLAGE, LEAKAGE AND LITTER

The Contractor shall conduct all operations in a manner that does not allow leaks, spills, or blowing litter to occur. The Contractor shall be responsible for cleanup of any spillage, leakage, or blown litter caused by its operations within two (2) hours of the earlier of either (i) receiving notification of spillage, leakage or blown litter or (ii) knowledge of spillage, leakage, or blown litter by the Contractor or Contractor's employees. The Contractor's vehicles shall carry spill containment kits with supplies for containing and cleaning up small spills of engine fluids or other hazardous materials. The Contractor shall also be required to maintain an on-call subcontractor for the purpose of cleaning up larger spills in a timely manner. Failure by the Contractor to

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adequately prevent or clean up spills, leakage, or blown litter may result in assessment of Liquidated Damages by the City in accordance with Section 38.0.

28.0 CUSTOMER LIST

At least one month prior to the Service Commencement Date, the City shall provide the Contractor with a customer list for Residential and Commercial Collection Services. The Contractor will report in writing to the City any Residential set-outs and Commercial accounts or service requests that are not on the then current customer list, and the City will thereafter update the customer list as applicable. The Contractor shall work cooperatively with the City to keep the Residential and Commercial customer lists up to date throughout the term of the Agreement. Regardless of the customer list, the Contractor shall provide services to all properties in accordance with this Agreement.

29.0 COST ADJUSTMENT

29.1 Annual Cost Adjustment Process

The Contract Rates shall remain effective from the execution of this Agreement through [June 1, 2032]. Thereafter, cost adjustments may be requested by the Contractor(s) each new Fiscal Year and are subject to approval by the City Council. Cost adjustments shall meet the following requirements for each Service offered under the Agreement:

(i) Cost adjustments will be based on annual changes to indices agreed to by the City Council and the Contractor.

(ii) Cost adjustment requests must be received by March 1st of each year (taking effect the following June 1st to align with the City's budget development and approval process) or the Contractor forfeits the right to request a cost adjustment for the upcoming year.

(iii) The City may implement cost decreases (based on the cost adjustment indices for each service described below) even if the Contractor does not submit the request by March 1st of a year.

(iv) The Contractor shall receive no other financial compensation outside the terms of the Agreement(s). Further, costs shall not be adjusted other than as explicitly authorized in the Agreement.

The annual cost adjustment shall neither exceed five percent (5%) in any single year nor exceed a cumulative increase of fifteen percent (15%) over a four-year period. The approval of an annual cost adjustment shall be based upon prior year of service performance.

29.2 Annual Cost Adjustment Index

Subject to City approval, the Contract Rates shall be adjusted on June 1, 2028 and every June 1st thereafter for the term of the Agreement. The adjustment shall be based on the year-over-year change in the average value of the U.S. Consumer Price Index: Urban Consumer – Trash and Trash Collection over the 12-month period ended May.

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30.0 PERSONNEL

30.1 Contractor's Representative

The Contractor shall assign a qualified person or persons to oversee its operations and performance of Services, and shall provide the name, office telephone number, mobile phone number, email address, and fax number of the Contractor's representatives and key personnel to the City. Such records shall be updated as personnel or contact information changes.

The Contractor shall have a competent and reliable representative on duty at all times that is authorized to make decisions and act on its behalf. The Contractor agrees that the City shall have twenty-four (24) hour access to said representative via non-toll call from the City. Answering machines, pagers or other devices that do not provide for immediate contact with the Contractor's said representative(s) shall not meet the requirements.

30.2 Personnel Standards

(i) The Contractor shall hire and maintain qualified personnel to provide service under this Agreement. The Contractor is responsible for ensuring that all personnel are supplied with all equipment and have obtained any training, licenses, or certifications required by law to perform their work. As for personnel operating commercial vehicles, the Contractor shall ensure such personnel have a valid commercial driver's license while operating commercial vehicles in the City or in connection with this Agreement. If deemed qualified, the Contractor is encouraged to hire City residents to fill vacant positions at all levels.

(ii) The Contractor shall furnish each employee involved in the performance of this Agreement with a uniform and safety vest, shirt or jacket which clearly displays the name of the Contractor. Such uniforms and safety equipment shall make the employee readily visible and identifiable. The Contractor's employees shall wear complete uniforms and safety vest, shirt, or jacket at all times.

(iii) Contractor shall not, nor shall it permit its employees to demand or solicit, directly or indirectly, any additional compensation or gratuity from members of the public for Service(s) provided under the Agreement.

(iv) The Contractor shall provide regularly scheduled, on-going operating and safety training for all employees. In addition, the Contractor's employees shall be trained to perform their duties to maximize the City's recycling rate, minimize contamination, and promote recycling at all times. Such meetings shall be mandatory for all collection and supervisory personnel and held not less than once per month. Training manuals and schedules shall be maintained at the local office of the Contractor and available for review at any time by the City.

(v) All employees involved in the performance of this Agreement including office and all front-line personnel, shall be provided adequate training before and during their employment with the Contractor. This training shall familiarize employees with the required duties, standards of performance, and specific requirements of their roles. All front-line, administrative, supervisory and customer service personnel shall receive customer service training prior to and during the time they are employed by the Contractor

(vi) The Contractor's employees shall treat all customers, co-workers, City employees and any person with whom they come in contact in the performance of their duties in a polite and courteous manner. Rudeness, belligerence, and the use of profanity are strictly prohibited.

(vii) In performance of all Services, the Contractor's employees shall adhere to municipal, City, State and federal laws.

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The City reserves the right to make a complaint regarding any employee of the Contractor who violates any provision herein, or who is wanton, negligent or discourteous in the performance of his/her duties. The City reserves the right to have the Contractor remove employees who fail to meet these criteria from providing service to the City.

31.0 CUSTOMER SERVICE

31.1 Customer Service Responsibilities

The Contractor understands, acknowledges, and agrees that customer service is important to the City. The Contractor shall work cooperatively with the City to maintain a high level of customer service and ensure that Services are delivered in an accessible, professional, and responsible manner. The Contractor shall meet with the City's Representative on a regular basis to discuss process improvements, performance metrics, performance issues, and service planning. The Contractor shall be responsible for fielding, responding to, and addressing customer service issues. The Contractor shall provide a telephone customer service number to field customer service requests.

The Contractor shall at all times supply labor, information, and resources as reasonably required to respond to customer service issues, including but not limited to following protocols for missed collection, Unaccepted Set-outs, property damage, and other events as described elsewhere in the Agreement.

The Contractor will log any service requests, complaints or inquiries. The Contractor shall inform the City of any service requests, complaints, or inquiries that it receives from residential customers. At minimum, the Contractor shall supply the City with the following information:

(i) Customer name, address, and phone number;

(ii) Description of request, complaint, or inquiry;

(iii) Date and time the request, complaint, or inquiry was received;

(iv) Summary of any investigations or actions taken to address the issue; and

(v) Name of Contractor employee responsible for follow-up.

The Contractor shall be the primary point of contact for commercial service requests, commercial billing, and related inquiries.

32.0 PLANNING DOCUMENTS

32.1 Contingency Plan

No later than 90 days after the Effective Date, the Contractor shall submit a final Contingency Plan to the City for approval describing their response to unplanned events that can disrupt service and/or pose a risk to human health and safety which shall be consistent with the draft Contingency Plan submitted with the Proposal. Upon approval by the City, the Contingency Plan shall be incorporated into the Agreement by reference as Attachment 1.

At minimum, the Contingency Plan will address the following topics.

(vi) Notification procedures

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(vii) Alternate facilities or equipment that can be used during unplanned downtime

(viii) Fire prevention and response

(ix) Spill prevention and response including an on-call contract or dedicated internal resources that can be dispatched to clean up spills on public roadways

(x) Hazardous waste response

(xi) Collection vehicle collision response

The Contractor shall be prepared to provide facilities, vehicles, equipment, personnel, subcontracted services, or other resources as required to maintain uninterrupted Services during equipment failures, natural disasters, emergency downtime, outages, labor disputes or any other situation or condition that impairs the Contractor's ability to provide Service in accordance with the Contingency Plan. The Contingency Plan shall also describe the actions that will be taken by the Contractor upon any discovery of Hazardous Waste and/or Special Waste in a vehicle or facility. The Contractor shall include in the plan a copy of a signed contract(s) with a permitted Hazardous Waste and Special Waste transporter(s) to handle any Hazardous Waste and Special Waste discovered during operations. The plan shall comply with all State and Federal regulations regarding the handling of Hazardous Waste and Special Waste. The Contingency Plan shall be implemented in a timely manner and at no additional cost to the City. The Contractor shall follow the notification procedures in the Contingency Plan prior to implementing contingency measures.

32.2 Transition Plan

The Contractor understands, acknowledges, and agrees that smooth transitions between service providers at the beginning and end of the Agreement is essential for the health and safety of the City and its residents and businesses. The Contractor shall cooperate fully with the City to ensure timely, smooth, and uninterrupted transitions between service providers in accordance with the Transition Plan in Attachment 2.

The Contractor shall make all preparations necessary to provide Services beginning on the Service Commencement Date and provide the City with such information prior to the Service Commencement Date as reasonably required for a smooth transition from the previous service provider. At the end of the Agreement, whether by expiration or termination, the Contractor shall continue to diligently provide Services until the final day of the Agreement and provide the City with such information as reasonably required to ensure a smooth transition to the successor service provider.

If the Contractor fails to fully and completely comply with the transition requirements in Section 32.0 or the Transition Plan, the City may engage the services of another provider to perform the required services, and the reasonable expenses incurred by the City shall be paid by the Contractor. Alternatively, the City may terminate the Agreement and employ other remedies in accordance with Section 42.0.

33.0 DAMAGE TO PROPERTY

The Contractor shall take all necessary precautions to protect public and private property during the performance of this Agreement. Except for reasonable wear and tear, the Contractor shall repair or replace any private or public property which is damaged by the Contractor. The damaged property shall be restored to its original condition through repair or replacement at no charge to the property owner, within seven (7) days. The Contractor shall notify the property owner and the City of any damaged property as soon as

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possible after the damage occurs and provide the property owner and the City with the anticipated schedule for repair or replacement.

If the Contractor fails to address the repair or replacement of damaged property within seven (7) days, the City may, but shall not be obligated to, repair or replace such damaged property, and the cost of doing so shall be deducted from payment to be made to the Contractor.

34.0 NUISANCE CONTROL

For all Services the Contractor(s) shall be conduct operations as quietly as possible and shall conform to applicable Federal, State, County and City noise level regulations. The Contractor shall maintain facilities and equipment that is used to provide services in a manner that prevents odor, noise, vermin, dust, and other nuisances. The Contractor shall routinely clean equipment used to collect, transport, or process waste.

35.0 CITY'S RIGHTS TO INSPECT FACILITIES AND EQUIPMENT

The City or any of its duly authorized representatives reserves the right to inspect the Contractor's facilities and equipment, as the City deems reasonably necessary, to verify compliance with the terms of the Agreement either on a continuing or random inspection basis. The City shall conduct the inspection of facilities and equipment during regular hours of operation. The Contractor shall make available to the City all reasonable assistance to facilitate performance of inspections.

36.0 OWNERSHIP AND RISK OF LOSS FOR TRASH, BRUSH AND BULKY WASTE, YARD WASTE AND PROGRAM RECYCLABLE MATERIALS

Title to Trash, Brush and Bulky Waste, Yard Waste, Program Recyclable Material, and Household Hazardous Waste Material shall pass to the Contractor once the Contractor takes possession of the materials, and responsibility for its proper management in accordance with the Agreement and applicable law remains with the Contractor.

37.0 INSURANCE REQUIREMENTS

Before commencing performance of Services pursuant to this Agreement, the Contractor shall, at its own expense, procure, pay for and maintain the following insurance written by companies approved by the State and acceptable to the City. The Contractor shall furnish to the City certificates of insurance executed by the insurer or its authorized agent stating coverages, limits, expiration dates and compliance with all applicable required provisions. Certificates shall reference the project/contract number and provide proof of coverage in the following amounts.

(i) Commercial General Liability insurance, including, but not limited to Premises/Operations, Personal & Advertising Injury, Products/Completed Operations, Independent Contractors and Contractual Liability, with minimum limits of $1,000,000 per-occurrence and $2,000,000 general aggregate. Coverage shall be written on an occurrence form. The General Aggregate shall apply on a per project basis.

(ii) Workers' Compensation insurance with Texas statutory limits; and Employer's Liability coverage with minimum limits for bodily injury: a) by accident, $500,000 each accident, b) by disease, $500,000 per employee with a per policy aggregate of $500,000.

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(iii) Business Automobile Liability insurance covering owned, hired and non-owned vehicles, with a minimum combined single limit of $1,000,000.

With reference to the foregoing required insurance, the Contractor agrees to the following:

(i) A waiver of subrogation in favor of the City, its officials, employees, and officers shall be contained in the Workers' Compensation insurance policy.

(ii) The City, its officials, employees and officers shall be covered as additional insureds on the Commercial General Liability and Business Automobile Liability policies.

(iii) Policies of insurance shall not be cancelled, non-renewed, terminated, or materially changed unless and until thirty (30) days' notice has been given to the City.

Insurance limits can be met with a combination of primary and excess/umbrella coverage. All insurance shall be purchased from insurance companies that meet a financial rating of A-VI or better as assigned by A.M. Best Company or equivalent. The Contractor shall require any contractors, sub-contractors, and other persons doing business with or for the Contractor related to the work to maintain at least the insurance as required, or their liability shall be covered by the Contractor.

38.0 LIQUIDATED DAMAGES

If the Contractor does not perform its obligations in a timely manner pursuant to the terms of this Agreement, the City will suffer damages which are difficult to determine and adequately specify. The Contractor hereby agrees, in addition to any other remedies available to the City, that the City may withhold payment from the Contractor in the amounts specified below as Liquidated Damages for failure of the Contractor to fulfill its obligations.

The Contractor shall be given a grace period of thirty (30) calendar days from the Service Commencement Date during which missed collection will be noted but no Liquidated Damages will be assessed for up to five (5) service units missed on any route. Any misses of over five (5) Service Units on any route will not be covered by the grace period. To receive relief from Liquidated Damages during the grace period the Contractor shall be required to demonstrate continual and satisfactory efforts to resolve all issues.

The Contractor shall be liable for Liquidated Damage amounts upon determination by the City that performance has not occurred consistent with the provisions of the Agreement. The City shall notify the Contractor in writing or electronically of each act or omission in this Agreement reported to or discovered by the City. It shall be the duty of the Contractor to take whatever steps or action may be necessary to remedy the cause of the complaint.

The City may deduct the full amount of any damages from any payment due to the Contractor. The remedy available to the City under this paragraph shall be in addition to all other remedies which the City may have under law or at equity and is mutually agreed upon due to the difficulty of determining the City's actual damages to find, secure and fund immediate assistance to prevent public health and safety hazards.

The Contractor shall not be deemed liable for Liquidated Damages where the inability to perform the Services is the result of conditions of Force Majeure as set forth in this Agreement.

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38.1 Liquidated Damages - General

(i) Violation of any local, State, or Federal regulations
$500 each incident

(ii) Failure to clean up leakage, spills, or litter caused by the Contractor within two (2) hours of receiving notification or becoming aware of the leakage spills or litter, whichever is earlier
$250 each incident

(i) Failure to maintain vehicles or other equipment in manner which prevents leaks, spills, litter, odor or other nuisances
$100 each incident

(ii) Failure to notify the property owner and the City of damage to private or public property or restore the damaged property to its previous condition by repair or replacement within 7 days as required by this Agreement
$250 each incident

(iii) Failure to provide a timely or complete monthly or annual report
$250 each incident

38.2 Liquidated Damages -Collection Services

(i) Missed Collection
$50 for each missed collection above two (2) misses per Collection Day, to be assessed at the end of each collection month. A missed collection occurs when a customer reports that their material was set out at the correct time and was not collected provided that the address was not reported and documented by the Contractor as a Non-Set-out or Unaccepted Set-out

(iv) Missed Block Collection
$500 for each incident of the Contractor failing to pick up material on a block containing multiple service units. A missed block is defined as one side of a street between cross streets or an entire cul-de-sac where at least three service units report that their material was set out before at the correct time and was not picked up and the address was not reported and documented by the Contractor as a Non-Set-out or Unaccepted Set-out

(v) Failure to Provide Collection Services within specified Hours of Operation
$250 for each Contractor vehicle providing Collection Services up to 2 hours before or 2 hours after the specified start and end times for that type of Collection Service

$500 for each for each Contractor vehicle providing Collection Services 2 hours or more before or after the specified start and end times for that type of Collection Service

$500 each incident

(vi) Failure to perform proper billing procedures and/or failure to obtain customer approval before performing and billing for Additional Brush and Bulky Waste Services
$250 each incident

(vii) Failure to Complete a Majority (50%) of the collection on a given day
$2,500 each incident

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(viii) Failure or to collect materials from a Missed Collection location within the amount of time specified in the Agreement
$250 each incident

(ix) Failure to maintain Carts or Containers in proper working order ten (10) calendar days after notice has been provided by the City
$100 each incident

(x) Failure to return Cart or Container to approximately original location
$50 each incident

(xi) Placing Recyclable Material in Solid Waste containers or vehicles
$1,000 each incident

(xii) Failure to provide updated route maps to City after change in routing
$50 per day each day beyond thirty (30) calendar days after change in routing

(xiii) Failure to leave an education tag when material that is inappropriately prepared is not collected
$100 each incident

(xiv) Distributing Carts or other Containers that do not meet specifications in this Agreement
$100 each incident

(xv) Failure to respond to any customer complaint received by the close of the following business day
$100 per business day thereafter per incident

(xvi) Failure to provide the City with the required resolved customer complaint documentation
$50 per business day after the close of the business day following the date of the incident

(xvii) Failure to provide Collection Services on any scheduled Collection Day on or after the Service Commencement Date
$3,000 each day

(xviii) Failure for three or more consecutive calendar days to collect Trash or Recyclable Materials from at least 95% of Residential Service Units or 95% of Commercial Customers
$50,000 as a one-time cost and $15,000 per calendar day from the inception of such failure to perform for as long as such failure to perform continues

38.3 Liquidated Damages -Processing and Disposal Services

(iii) Failure to accept materials during hours of operation
$250 per hour, up to $2,500 per day

(iv) Failure to market Recovered Materials
$2,500 per occurrence

(v) Disposal of Program Recyclable Materi
$2,500 per occurrence.

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39.0 PAYMENT WITHHELD

In addition to express provisions contained elsewhere in this Agreement, City may withhold from any payment otherwise due the Contractor such amount as determined necessary to protect the City's interests, or, if it so elects, may withhold or retain all or a portion of any monthly payment on account of:

(i) Unsatisfactory progress of the work not caused by condition Beyond Contractor's Control

(ii) Defective work not corrected

(iii) Contractor's failure to carry out instructions or orders of the City or its representative

(iii) A reasonable doubt that the Agreement can be completed for the balance then unpaid

(iv) Execution of work not in accordance with the Agreement

(v) Claim filed by or against Contractor or reasonable evidence indicating problem filing of claims

(vi) Failure of Contractor to make payments to any subcontractor for material or labor

(vii) Damage to another contractor

(viii) Unsafe working conditions allowed to persist by Contractor

(ix) Failure of Contractor to provide required reports and other reports as required by City

(x) Use of any subcontractors without the City's prior written approval

(xi) Failure of Contractor to provide accurate invoices and supporting data as describe elsewhere in this agreement.

When the above grounds are removed, payment shall be made for amounts withheld because of them and the City shall never be liable for interest on any delayed or late payment. The City's right to withhold payments under this Section will be reasonable considering the nature of the claim and the amount of available performance bond pursuant to this Agreement.

40.0 LETTER OF CREDIT OR PERFORMANCE BOND

At least one (1) month prior to the Service Commencement Date, the Contractor(s) responsible for performing Collection Services shall each (1) make, execute and deliver to the City a good and sufficient letter of credit (preferred) or performance bond (alternate) to secure the full, complete and faithful performance of the terms and conditions of the Agreement. Such letter or credit or performance bond shall be in an amount based on six (6) months projected fees and shall be renewed each year thereafter throughout the Agreement Term.

41.0 FORCE MAJEURE

Except for any payment obligation by either party, if the City or Contractor is unable to perform, or is delayed in its performance of any of its obligations under this Agreement by reason of any event of force majeure, such inability or delay shall be excused at any time during which compliance therewith is prevented by such

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event and during such period thereafter as may be reasonably necessary for the City or Contractor to correct the adverse effect of such event of force majeure.

An event of "Force Majeure" shall mean the following events or circumstances to the extent that they delay the City or Contractor from performing any of its obligations (other than payment obligations) under this Agreement:

(i) Acts of God, tornadoes, hurricanes, floods, sinkholes, fires, and explosions (except those caused by negligence of Contractor, its agents, and assigns), landslides, earthquakes, epidemics, quarantine, pestilence, and extremely abnormal and excessively inclement weather;

(ii) Acts of public enemy, acts of war, terrorism, effects of nuclear radiation, blockades, insurrection, riots, civil disturbances, or national or international calamities; or

(iii) Suspension, termination or interruption of utilities necessary for performance of the Services.

To be entitled to the benefit of this Section, a party claiming an event of Force Majeure shall be required to give prompt written notice to the other party specifying in detail the event of Force Majeure and shall further be required to use its best efforts to cure the event of Force Majeure. The parties agree that, as to this Section, time is of the essence.

42.0 TERMINATION

42.1 Termination for Cause

City may terminate this Agreement without liability to Contractor and pursue all of its legal and equitable remedies for default upon any of the following events or actions of the Contractor.

(i) Suffering an Event of Bankruptcy or Insolvency;

(ii) Suffering the appointment of receiver of all or any substantial part of its property, and the failure of such receiver to be discharged within sixty (60) thereafter;

(iii) Being adjudicated as a bankrupt;

(iv) Filing of a petition or an answer seeking bankruptcy, receivership, reorganization, or admitting the material allegations of a petition filed against it in any bankruptcy or reorganization proceeding;

(v) Committing an act of default; or

(vi) Failing to timely and fully pay any or all impositions.

If the City elects to terminate this Agreement prior to expiration for any of the reasons listed above, the City shall provide written notice to the Contractor and specify at its sole discretion the revised date when the Agreement will end. The Contractor shall continue to be obligated to diligently perform Services until the Agreement end date specified by the City, and provide information and assistance as reasonably required to ensure a smooth transition to a successor service provider in accordance with Section 32.2 and the Transition Plan.

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If the Contractor refuses or is unable to continue providing Services, the City shall have the right, at its sole option and in addition to its rights under the Performance Bond, to immediate possession of all vehicles, equipment, containers, facilities, or other instrumentalities in possession of the Contractor as may be necessary to permit the City to provide and perform uninterrupted service until such a time as a satisfactory substitute contractor may be put into place or the parties hereto otherwise agree, in which event the City shall fairly compensate the Contractor for the fair market rental value of such vehicles, equipment, containers, facilities or other instrumentalities, subject to any offsets or claims by the City against the Contractor. Contractor shall obtain any necessary agreements from lien holders to insure City of its rights hereunder.

43.0 ACTS OF DEFAULT OR DEFAULT

Failure of the Contractor to comply with each material obligation pursuant to this Agreement in a full, complete, and timely manner shall be an act of default. Substantial compliance short of full compliance shall be an act of default unless waived in writing by City. The Contractor specifically understands, acknowledges, and agrees that non-material breach(s) of this Agreement shall constitute a material default when the breaches, even if different breaches, are frequent or regular or repetitive. Contractor specifically understands, acknowledges, and agrees that non-material breaches shall include, but not be limited to, the acts and omissions subject to administrative charges in accordance with this Agreement. City may terminate this Agreement and pursue all legal and equitable remedies upon a material default of this Agreement.

44.0 DISPUTE RESOLUTION

44.1 Interpretation of Agreement

Except as provided otherwise in this Agreement and to the extent permitted by law, the City shall be responsible for interpreting this Agreement to resolve disputes that may arise hereunder.

44.2 Definition of Claim

As used herein "claim" means a written demand or assertion by one of the parties seeking, as a legal right, the payment of money, adjustment or interpretation of the Agreement terms, or other relief, arising under or relating to this Agreement. A voucher, invoice, or request for payment that is not in dispute when submitted is not a claim under this clause. However, where the submission is subsequently not acted upon in a reasonable time, or disputed either as to liability or amount, it may become a claim for the purpose of this clause. A claim by the Contractor or the City shall be submitted in writing to the other party.

When a controversy cannot be resolved by mutual agreement, the Contractor shall submit a written request for final decision to the City. The written request shall set forth all the facts surrounding the controversy.

44.3 Process for Dispute Resolution

In connection with any claim under this Agreement, the Contractor and the City agree that the Contractor and the City shall, as a condition precedent to the institution of any action regarding claims arising under this Agreement, first submit any claim to the City. The City shall render a written

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decision on all claims within thirty (30) business days of receipt of the Contractor's written claim, unless the City determines that a longer period is necessary to resolve the claim. The decision shall be furnished to the Contractor by certified mail, return receipt requested, or by any other method that provides evidence of receipt. If a decision is not issued within thirty (30) calendar days, the City shall notify the Contractor of the time within which a decision shall be rendered and the reasons for such time extension.

Upon the written decision of the City, the Contractor and the City agree that the Contractor and the City shall, as a condition precedent to the institution of any action regarding claims arising under this Agreement, first submit any claims to the City Council. The City Council shall render a written decision on all claims within thirty (30) business days of receipt of the Contractor's written appeal, unless the City Council determines that a longer period is necessary to resolve the claim. The decision shall be furnished to the Contractor by certified mail, return receipt requested, or by any other method that provides evidence of receipt. If a decision is not issued within thirty (30) calendar days, the City Council shall notify the Contractor of the time within which a decision shall be rendered and the reasons for such time extension.

Upon the written decision of the City Council, the Contractor and the City agree that the Contractor and the City shall, as a condition precedent to the institution of any action regarding claims arising under this Agreement, first submit any claims to mediation before a professional mediator selected by the Contractor and the City, at a mutually agreed time and place, and with the mediator's fees split equally between the Contractor and the City. If mediation is unsuccessful within forty-five (45) calendar days of the date of the initial mediation, the Contractor and the City agree that if the Contractor and/or the City elect to institute any action regarding claims arising under this Agreement such claims shall be submitted to the exclusive jurisdiction of the courts in Collin County, Texas.

44.4 Operations During Dispute

In the event that any dispute arises between City and Contractor relating to this Agreement performance or compensation hereunder, Contractor shall continue to render service and receive compensation in full compliance with all terms and conditions of this Agreement as interpreted, in good faith, by the City, regardless of such dispute.

The Contractor expressly recognizes the paramount right and duty of City to provide adequate services to its residents and further agrees that in the event of a dispute, it will not seek injunctive relief in any court without first negotiating with City in good faith in accordance with the dispute resolution process described in Section 44.3.

Notwithstanding the other provisions in this Section, the City reserves the right to terminate this Agreement if the service provided by Contractor fails to meet reasonable standards of the trade, after the City provides written notice to Contractor pursuant to Section 42.0 of this Agreement. Upon termination, City may call the performance bond (Section 40.0) to cover excess costs of engaging a firm to provide services for the balance of the Agreement period.

45.0 RECORDKEEPING

The Contractor shall maintain at the local customer service office adequate records relating to the performance of their respective duties under this Agreement. The Contractor shall maintain separate records

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in a form sufficient to identify its investment, revenues, and expenses related to its performance under this Agreement, intending thereby to separate the accounting records of the City's operation from its other operations. The records of the Contractor applicable to its performance under this Agreement shall be made available at any time during reasonable business hours for inspection by the City and for a period of five (5) years after last or final payment. At a minimum, the Contractor shall create, maintain, and make available records as defined herein and/or required by Applicable Law, and any reports as are reasonably necessary to:

(i) Document services provided by type of service, container type, container size, collection frequency, fees charged, and other information as requested by the City

(ii) Document deliveries of materials by type of material, time delivered to facility, tonnage of material delivered, source of material, route, and other information as requested by the City

(iii) Document missed collection and photographic evidence of Unaccepted Set-outs on a daily basis by address, time and date for each and the reason and notice for Unaccepted Set-outs or missed collection

(iv) Document damaged Carts by address, description of damage, and other information as requested by the City

(v) Document the number of Carts that have been lost, stolen, destroyed, or damaged beyond repair and other information as requested by the City

(vi) Document complaints by address, date and time of receipt of complaint, date and time of resolution of complaint, description of complaint resolution, and other information as requested by the City

(vii) Document inactive accounts by address and other information as requested by the City

(viii) Document damage to City-owned or private property as a result of conducting Service(s) within two (2) hours of damage occurring

(ix) Document monthly tonnage collected by material type as part of Residential Services, Commercial Services, and City Services

(x) Document spills and property damage by date and time of incident, description of incident, date and time of resolution, description of resolution, and other information as requested by the City

(xi) Document loads delivered by time delivered to all Disposal Sites and Processing Facilities, tonnage of material delivered, Unaccepted Loads by weight and date collected, and other information as requested by City. A monthly and annual summary shall also be submitted to City

(xii) Provide written notice and photographs for any load designated as an Unaccepted Load prior to the collection vehicle departing the Delivery Facility and/or Material Recovery Facility to the driver and the City

(xiii) Any missing criteria, data, guidance, information or other such other documents and reports as City may reasonably require to verify compliance with the Agreement or to meet the City's reporting requirements.

46.0 REPORTING

The Contractor shall provide the City with a monthly report within seven (7) calendar days following the end of the month and an annual report within thirty (30) calendar days following the end of the calendar year summarizing the following information.

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(i) Services provided by type of service, container type, container size, collection frequency, fees charged, and other information as requested by the City.

(ii) Tonnages delivered to all Disposal Sites and Processing Facilities by material type, source of material, and other information as requested by the City.

(iii) Missed collection and Unaccepted Set-outs on a daily basis by address, time and date for each and the reason and notice for Unaccepted Set-outs.

(iv) Damaged Carts by address, description of damage, and other information as requested by the City.

(v) Number of Carts that have been lost, stolen, destroyed, or damaged beyond repair and other information as requested by the City.

(vi) Complaints by address, date and time of receipt of complaint, date and time of resolution of complaint, description of complaint resolution, and other information as requested by the City.

(vii) Inactive accounts by address and other information as requested by the City.

(viii) Document spills and property damage by date and time of incident, description of incident, date and time of resolution, description of resolution, and other information as requested by the City. Additionally, the Contractor shall promptly notify the City and the property owner in the event that any property damage occurs.

(ix) Such other documents and reports as City may reasonably require to verify compliance with the Agreement or to meet City's reporting requirements.

47.0 CUSTOMER BILLING

The City shall be responsible for all billing of Residential Service Units and Commercial Customers under the Agreement. The Contractor shall invoice Residential Service Units or Commercial Customers directly.

The Contractor shall invoice the City monthly for all Services on a monthly basis. The invoice shall be based on the Contract Rates multiplied by the number of applicable units. Within thirty (30) calendar days of receiving the Contractor's invoice, the City shall remit to the Contractor payment for the amounts on the invoice less disputed amounts, Liquidated Damages, and payments withheld. Franchise Fees equal to 8% of gross monthly receipts from all collections for all residences, businesses, customers, and accounts within the City Service shall be shown as a credit on the Contractor's invoices to the City. Within ten (10) days of the end of each month, the Contractor shall provide the City with a statement of all fees invoiced for Residential, Commercial, City, and Special Event Collection Services for the month and a calculation of the franchise fee credit amount.

The Contractor shall invoice Commercial Customers based on the number, size, and Collection frequency for in-service Carts and Containers charged at applicable Contract Rates. The Contractor shall also invoice residents for any Additional Brush Bulky Waste Collection Services that are requested in in accordance with Section 8.1.4. The Contractor shall be required to divide billings for a single shared Container or enclosure between multiple Commercial Customers if instructed to do so by the City.

48.0 MISCELLANEOUS

48.1 Indemnification

The Contractor shall defend, indemnify and save harmless the City and all its officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of

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any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the Contractor, or of any agent, employee, subcontractor or supplier in the execution of, or performance of Services pursuant to the Agreement. The Contractor shall pay any judgment with cost which may be obtained against the City growing out of such injury or damages.

48.2 Assignment and/or Subcontracting

This Agreement and any permits required for performance of the Agreement may not be assigned, subcontracted, conveyed, or otherwise disposed of without the written permission of the City, which will not be unreasonably withheld. No such assignment or subcontracting shall relieve Contractor of its liability under this Agreement. In the event Contractor elects to use any subcontractors, this does not relieve Contractor from any prime responsibility of full, complete satisfactory and acceptable performance. However, the Agreement may be assigned for the purpose of financing after notification and approval of the terms of such assignment by the City's Representative.

48.3 Taxes

Contractor shall be responsible for and shall pay all sales, consumer, use, and other taxes. When equipment, materials or supplies generally taxable to the Contractor are eligible for a tax exemption due to the nature of the item and services performed as part of this Agreement, Contractor shall assist the City in applying for and obtaining such tax credits and exemptions which shall be paid or credited to the City.

48.4 Succession of Agreement

This Agreement and the rights and obligation contained herein shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

48.5 Survival

Any rights either party may have in the event it terminates this Agreement pursuant to the terms hereof shall survive such termination.

48.6 Joint Preparation

The preparation of this Agreement has been a joint effort of the parties, and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

48.7 No Penalties

No provision of this Agreement is to be interpreted as a penalty upon any party to this Agreement. The parties hereby agree that the rights of the City in the event the Contractor takes or fails to take certain actions pursuant to this Agreement, are reasonable, and that the parties desire certainty with regard to such matters.

48.8 Relationship

Nothing contained in this Agreement shall constitute or be construed to be or create a partnership, joint venture or any other relationship between the Contractor and the City.

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48.9 Further Assurance

The Contractor and the City agree to execute, acknowledge and deliver all such further documents and perform such actions as may reasonably be requested to carry out this Agreement and give effect hereto. Accordingly, without in any manner limiting the specific rights and obligations set forth in this Agreement, the parties declare their intention to cooperate with each other in effecting the terms of this Agreement.

48.10 Time of the Essence

For purposes of this Agreement, the parties agree that time shall be of the essence and the representations and warranties made herein are all material and of the essence.

48.11 Captions and Section Headings

Captions and section headings contained in this Agreement are for convenience and reference only and in no way define, describe, extend, or limit the scope or intent of this Agreement, nor the intent of any provision hereof.

48.12 No Waiver

No waiver of any provision in this Agreement shall be effective unless it is in writing, signed by the party against whom it is asserted, and any such written waiver shall only be applicable to the specific instance to which it relates and shall not be deemed to be a continuing or future waiver.

48.13 Entire Agreement and Modification

This Agreement constitutes the entire understanding and agreement between the parties and may not be changed, altered or modified except by an instrument in writing signed by all parties against whom enforcement of such change would be sought.

48.14 Severability

In case any one or more of the provisions contained in the 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 thereof and this Agreement shall be considered as if such invalid, illegal, or unenforceable provision had never been contained herein.

48.15 Knowledge

The Contractor agrees that it has investigated and examined all streets, alleys, overhead trees, wires and such other conditions and requirements of the City that may affect its full and complete performance of Services under this Agreement and enters into this Agreement having completed such investigations and examinations to its full satisfaction and solely relying on such investigations and examinations.

48.16 Attachments

All Attachments to this Agreement contain additional terms and are incorporated by reference. Typewritten provisions inserted in this form or attached hereto shall control all printed provisions in conflict therewith.

[NOTE: Attachments will be included as a component of the final awarded Agreement.]

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48.17 Governing Law

This Agreement shall be construed and interpreted according to the laws of the State of Texas and venue with respect to any litigation shall be Lockhart, Texas.

48.18 Attorney Fees

In the event of arbitration or litigation between the parties regarding this Agreement, each party shall be responsible for their own attorney's fees and costs.

48.19 Anti-Boycott and Anti-Discrimination

In accordance with Chapter 2271, Texas Government Code, a Texas governmental entity may not enter into a contract with a company for the provision of goods or services unless the contract contains a written verification from the company that it:

(i) Does not boycott Israel; and

(ii) Will not boycott Israel during the term of the contract.

Chapter 2271 does not apply to (1) a company that is a sole proprietorship; (2) a company that has fewer than ten (10) full-time employees; or (3) a contract that has a value of less than One Hundred Thousand Dollars ($100,000.00). Unless the Contractor is not subject to Chapter 2271 for the reasons stated herein, the signatory executing this Agreement on behalf of the Contractor verifies by its signature on this Agreement that the Contractor does not boycott Israel and will not boycott Israel during the term of this Agreement.

In accordance with Senate Bill 13, 87th Leg., R.S., to be codified in Chapter 2274, Texas Government Code, a Texas governmental entity may not enter into a contract with a company for the provision of goods or services unless the contract contains a written verification from the company that it:

(i) Does not boycott energy companies; and

(ii) Will not boycott energy companies during the term of the contract.

Chapter 2274 does not apply to (1) a company that has fewer than ten (10) full-time employees; and (2) a contract that has a value of less than One Hundred Thousand Dollars ($100,000.00). Unless the Contractor is not subject to Chapter 2274 for the reasons stated herein, the signatory executing this Agreement on behalf of the Contractor verifies by its signature on this Agreement that the Contractor does not boycott energy companies and will not boycott energy companies during the term of this Agreement.

In accordance with Senate Bill 19, 87th Leg., R.S., to be codified in Chapter 2274, Texas Government Code, a Texas governmental entity may not enter into a contract with a company for the provision of goods or services unless the contract contains a written verification from the company that it:

(i) Does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and

(ii) Will not discriminate during the term of the contract against a firearm entity or firearm trade association.

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Chapter 2274 does not apply to (1) a company that has fewer than ten (10) full-time employees; and (2) a contract that has a value of less than One Hundred Thousand Dollars ($100,000.00). Unless the Contractor is not subject to Chapter 2274 for the reasons stated herein, the signatory executing this Agreement on behalf of the Contractor verifies by its signature on this Agreement that the Contractor does have a practice, policy, guidance, or directive that discriminate against a firearm entity or firearm trade association and will not discriminate during the term of the Agreement against a firearm entity or firearm trade association.

Notwithstanding the foregoing, such provision does not apply to a governmental entity that:

(i) Contracts with a sole-source provider; or

(ii) Does not receive any bids from a company that is able to provide the required written verification.

49.0 AUTHORIZATION

Each party hereby warrants and represents that it has full power and authority to enter into and perform this Agreement, and that the person signing on behalf of each has been properly authorized and empowered to enter this Agreement. Each party further acknowledges and agrees that it has read this Agreement, understands it, and agrees to be bound by it.

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50.0 SIGNATURES

IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective dates under each signature:

CITY OF GLENN HEIGHTS _____ Approved in Form and Content

By:_____ By:_____

Printed Name:_____ Printed Name:_____

City Name: _____ City Name: _____

Attest: _____

CONTRACTOR

By: _____

Printed Name: _____

Company Name: _____

Attest: _____

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Attachment 1
Contingency Plan

[NOTE: The successful Proposer's Contingency Plan (Draft Agreement, Section 32.1), upon approval by the City, shall be included as an attachment to the final awarded Agreement.]

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Attachment 2
Transition Plan

[NOTE: The successful Proposer's Transition Plan (Draft Agreement, Section 32.2), upon approval by the City, shall be included as an attachment to the final awarded Agreement.]

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Attachment 3
Residential Collection Services Unit Prices

[NOTE: This attachment will be updated and included in the final awarded Agreement, based on final financial terms negotiated between the City and the successful Proposer at the conclusion of the RFP.]

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Attachment 4
Commercial Collection Services Unit Prices

[NOTE: This attachment will be updated and included in the final awarded Agreement, based on final financial terms negotiated between the City and the successful Proposer at the conclusion of the RFP.]

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Attachment 5
Program Household Hazardous Waste Materials

[NOTE: This attachment will be updated to include any additional materials acceptable materials as identified by the Proposer through the RFP Process.]

Acetone	Insect spray
Adhesives	Light ballasts
Aerosol cans full	Lighter fluid
Aerosols	Mercury Containing Devices
Antifreeze	Metal polish, solvent-based
Asbestos	Mothballs
Auto body repair products	Motor Oil
Batteries, Gel and AGM (marine-type)	Nail polish
Batteries, Lead acid batteries (automotive, marine)	Nail polish remover
Batteries, rechargeable (NiMH, NiCad)	Other HHW (Liquids)
Battery acid	Other HHW (Solids)
Brake fluid	Other oils
Bulk flammable liquids	Oven cleaner
Bulk Mercury	Oxidizer
Car wax, solvent-based	Oxidizing Liquid
Cleaners, Ammonia-based and solvent-based	Paint (oil-based paint, latex paint, lacquer, enamel, stain, shellac, varnish, liquid aluminum, liquid bronze, liquid gold, liquid wood filler, and liquid lacquer base)
Contact cement	
Corrosive Liquid Acidic	
Corrosive Liquid Basic	Paint related material (paint thinning, drying, reducing, or removing compound)
Corrosive Solid Acidic	
Corrosive Solid Basic	Parts cleaner
Driveway sealer	Pesticides
Dry cleaning solvent	Pesticides (Liquids)
Fertilizer	Pesticides (Solids)
Fiberglass epoxy	Photographic chemicals
Fire extinguisher	Pool chemicals
Flammable solid	Propane tanks
Floor care products	Rat poison
Fluorescent Bulbs	Resins

Fungicide	Shoe polish
Furniture polish	Spot remover
Gasoline and other fuels	Stump remover
Glue, solvent-based	Transmission fluid
Hair remover HID bulbs	Weed killer
Ink	Wood preservative

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AGENDA SUMMARY SHEET
MAY 5, 2026

EXECUTIVE SESSION

1. The City Council shall convene into Executive Session:

   A. pursuant to the Texas Government Code, Section 551.072, Real Property; to deliberate the purchase, exchange, lease or value of real property located at South Uhl Road, Glenn Heights, Texas.

   B. pursuant to the Texas Government Code, Section 551.071, Consultation with City Attorney; and Section 551.072, Real Property; to deliberate land acquisitions for the East Bear Creek Road Right-of-Way Expansion Project.

2. The City Council shall reconvene into Open Session and take any action arising from Executive Session.

Motion	
Second	
For	Brown, Bruton, Mosley, Allen, Hobbs, Lightfoot, Washington
Against	Brown, Bruton, Mosley, Allen, Hobbs, Lightfoot, Washington
Abstain	
Approve/ Deny/ Table	
