PUBLIC NOTICE OF MEETING

WOODWAY CITY COUNCIL

JULY 13, 2020 – 5:30 P.M.

TAKE NOTICE THAT A REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF WOODWAY, TEXAS, WILL BE HELD VIA ZOOM MEETING, COMMENCING AT 5:30 P.M. ON MONDAY, JULY 13, 2020, TO CONSIDER AND ACT UPON ANY LAWFUL SUBJECT WHICH MAY COME BEFORE IT INCLUDING, AMONG OTHERS, THE ITEMS LISTED BELOW.

TO MITIGATE THE SPREAD OF COVID-19, THIS MEETING WILL BE CLOSED TO IN-PERSON ATTENDANCE BY THE PUBLIC. CITY COUNCILMEMBERS WILL ATTEND VIRTUALLY VIA ZOOM MEETING. CITIZENS MAY JOIN THE ZOOM MEETING BY CALLING 1-888-475-4499, ENTERING THE MEETING ID # 9926081325 AND THE PASSWORD 905053.

THE PUBLIC WILL BE PERMITTED TO SUBMIT WRITTEN COMMENTS ON ITEMS LISTED ON THE AGENDA OR UNDER THE HEAR VISITORS SECTION. PLEASE EMAIL YOUR COMMENT TO PUBLICCOMMENTS@WOODWAYMAIL.ORG NO LATER THAN 3:00 P.M. ON THE DAY OF THE CITY COUNCIL MEETING.

AGENDA

CALL MEETING TO ORDER

INVOCATION

1. Invocation

PRESENTATIONS AND VISITORS

2. Quarterly presentation – Finance Department

3. Hear visitors

This is the portion of the meeting where members of the public may be heard by the Council on any matter which is NOT listed as a separate item on the agenda. If you wish to address an item which is listed on the agenda for this meeting, you will be given an opportunity to speak during consideration of that agenda item

If speaking during "Hear Visitors", please read: *When called to speak, please state your name and address before beginning your comments. Please limit your comments to three (3) minutes per*

Resolution R-87-11. Under Texas law, the Council and staff are not allowed to enter into a discussion with you or among themselves during this meeting, or take any action other than to provide specific factual information or a recitation of existing applicable policy and, or, discuss whether to place the matter on a future Council agenda. Thank you for your cooperation and understanding.

PUBLIC HEARINGS AND RELATED ACTION

4. A. Public hearing on Application to Develop in a Planned District (daycare) Lot 1, Block 10, of the Woodway Center Addition to the City of Woodway, McLennan County, Texas, located at the intersection of Archway Drive between Colonnade Parkway and Jewel Drive

   B. Discussion and consider action on Application to Develop in a Planned District (daycare) Lot 1, Block 10, of the Woodway Center Addition to the City of Woodway, McLennan County, Texas, located at the intersection of Archway Drive between Colonnade Parkway and Jewel Drive

ITEMS FOR INDIVIDUAL DISCUSSION, CONSIDERATION AND/OR ACTION

5. Discuss and consider action on Resolution R-20-11 adopting and executing a professional services agreement with the Texas Coalition for Affordable Power (TCAP) Strategic Hedging Program (SHP) and GEXA Energy's for the purchase of electricity to be provided on and after January 1, 2023

6. Discussion and consider action on acceptance of Application to Develop in a Planned District (dental clinic) Lot 13, Block 1, of the Burnett Addition to the City of Woodway, McLennan County, Texas, located at 117 Burnett Court

7. Discussion and consider action on McLennan County 9-1-1 Emergency Assistance District Board of Managers Run-Off ballot

8. Discussion and briefing concerning the Coronavirus (COVID-19) and any actions necessary thereto

CONSENT AGENDA

The Consent Agenda consists of non-controversial, routine and budgeted items which require no public hearing. The Consent Agenda is subject to being approved with one single motion; however, the Mayor or any City Councilmember may remove any item from the Consent Agenda for separate discussion and consideration.

9. A. Discussion and consider action on minutes of the regular City Council meeting held June 8, 2020, at 5:30 p.m.

   B. Discussion and consider action on minutes of the City Council Budget Work Session held June 19, 2020, at 10:30 a.m.

C. Discussion and consider action on minutes of the special City Council meeting held on June 26, 2020 at 10:00 a.m.

D. Discussion and consider action on acceptance of "Certification of Unopposed Candidates" and on Ordinance 20-06, declaring unopposed candidate in the August 15th special city election to be elected to office and cancelling the election *(Análisis y consideración de las accione sobre "Certificación de Candidato sin Oposición" y sobre la Ordenanza 20-06, declarando candidato sin oposición en las eleccione especiale de la ciudad del 15 de agosto de 2020 que serán elegidos para sus funciones y cancelando la elección)*

E. Discussion and consider action on Resolution R-20-12, declaring property excess to the City's needs and authorizing the disposal of same

F. Discussion and consider action approving rate increase of two percent (2%) to the base residential rate for year four of the service contract between the City and Frontier Access, LLC for waste collection

G. Discussion and consider action on request from John Williams for the renewal of a special use permit for a home occupation (mail order business - Boy Scout memorabilia) at 204 Taos, Woodway, Texas

H. Discussion and consider action on changing court collection vendors from Vigilant Solutions to Linebarger Attorneys at Law

I. Discussion and consider action on Resolution R-20-13, designating William Klump as the City's employee to calculate the no-new revenue tax rate and the voter approval tax rate in accordance with the Texas Tax Code

10. Discussion and consider action on Consent Agenda

ITEMS RELATED TO PROPOSED 2020/2021 ANNUAL BUDGET AND PROPOSED 2020 AD VALOREM TAX RATE

11. Follow-up discussion on the proposed budget and tax rate

CITY MANAGER AND CITY COUNCIL REPORTS

12. City Manager's Report (Briefings or updates may be provided regarding City services, administrative/personnel matters, real estate/development, infrastructure, events, regulations, community and intergovernmental relations issues)

13. City Council Reports (Briefings or updates may be provided regarding City Council committee and liaison assignments)

CLOSING ITEMS

14. Consider action on the Open Meetings Act Resolution

15. Consider action on adjournment

I certify that the above notice of meeting was posted at Woodway City Hall, 922 Estates Drive, Woodway, Texas, on the 10th day of July 2020 at 5:00 p.m.

Donna Barkley, City Secretary

This facility is wheelchair accessible and accessible parking spaces are available. Requests for accommodations or interpretive services must be made 48 hours prior to this meeting. Please contact the City Secretary's Office at (254) 772-4480 or FAX (254) 772-0695 for further information.

ITEM # 2

CITY OF WOODWAY
FINANCIAL/PERFORMANCE REPORT

Nine Months Ended June 30, 2020

Shawn Oubre
City Manager

William Klump
Finance Director

City of Woodway
For Nine Months Ended June 30, 2020
(75% of Fiscal Year Expired)

GENERAL FUND REVENUES

		FY2020			FY2019		
	REVENUE SOURCE	BUDGET	YTD	%	BUDGET	YTD	%
	PROPERTY TAXES						
1	Property Taxes	$4,817,300	$4,781,669	99%	$4,476,232	$4,460,406	100%
	Delinquent Property Taxes	17,000	16,776	99%	17,000	733	4%
	Interest & Penalties	10,000	18,829	188%	10,000	16,362	164%
	Total Property Taxes	***$4,844,300***	***$4,817,274***	***99%***	***$4,503,232***	***$4,477,501***	***99%***
	SALES TAX						
	Sales Tax (1%)	$1,866,667	$1,397,362	75%	$1,760,000	$1,357,111	77%
	Sales Tax (.5%)	933,333	698,681	75%	880,000	678,555	77%
	Sales Tax Rebates	0	0	0%	0	0	0%
	Total Sales Tax	***$2,800,000***	***$2,096,043***	***75%***	***$2,640,000***	***$2,035,666***	***77%***
	FRANCHISE FEES						
2	Oncor Electric Franchise	$360,000	$789	0%	$358,000	$2,056	1%
	Telecommunications Franchise	20,000	23,897	119%	50,000	28,228	56%
3	Atmos Gas Franchise	153,000	134,081	88%	158,000	149,932	95%
	Cable Television Franchise	140,000	99,502	71%	156,000	103,026	66%
	Collection Road Use Fees	36,000	28,647	80%	34,000	27,116	80%
	Total Franchise Fees	***$709,000***	***$286,916***	***40%***	***$756,000***	***$310,358***	***41%***
	SANITATION CHARGES						
	Residential	$710,000	$533,179	75%	$700,000	$534,515	76%
	Commercial	450,000	375,993	84%	420,000	359,849	86%
	Landfill Permits	0	0	0%	0	0	0%
	Recycling	3,000	2,250	75%	3,000	2,250	75%
	Total Sanitation Charges	***$1,163,000***	***$911,422***	***78%***	***$1,123,000***	***$896,614***	***80%***

Notes:

1 Property Taxes - Payments due by January 31 each year. Differences are due to timing of payments.

2 Oncor Electric Franchise - One (1) annual payment received in September of each year for the year beginning in August and ending in July.
The $2,056 received in FY 2019 was for 2018 discretionary service charges.
The $789 received in FY 2020 was for 2019 discretionary service charges.

3 Atmos Gas Franchise - One (1) annual payment received in February of each year for the year beginning in January and ending in December.

City of Woodway
For Nine Months Ended June 30, 2020
(75% of Fiscal Year Expired)

GENERAL FUND REVENUES (Page 2)

		FY2020			FY2019		
	REVENUE SOURCE	BUDGET	YTD	%	BUDGET	YTD	%
	OTHER REVENUE SOURCES						
	Permits	$159,000	$129,633	82%	$148,000	$118,007	80%
4	Court Fines	95,000	61,537	65%	90,000	83,482	93%
4	Misc. Court Fees	90,000	46,465	52%	85,000	85,277	100%
	State Service Fees	9,000	5,475	61%	10,000	6,881	69%
	Time Payment Fees	0	0	0%	0	0	0%
5	Grant Proceeds	0	0	0%	0	20,237	
6	Interest Income	60,000	27,468	46%	30,000	53,649	179%
	Mixed Beverage Tax	2,000	1,053	53%	2,000	2,421	121%
7	Park Reservations	15,000	2,078	14%	15,000	10,513	70%
8	Arboretum Rentals	245,000	105,055	43%	225,000	195,095	87%
	Animal Control Fees	1,300	825	63%	1,500	750	50%
	Service Charges-Enterprise	123,685	92,764	75%	123,685	92,764	75%
	Alarm Monitoring	17,000	15,016	88%	19,000	16,399	86%
	Vehicle Trip Fees	0	0	0%	0	0	0%
9	Dispatch Services	18,000	18,000	100%	12,000	12,000	100%
10	School Resource Officer	125,000	101,528	81%	130,000	86,898	67%
	Misc Income	5,000	2,361	47%	5,000	1,809	36%
	Lease Revenue	18,000	13,500	75%	18,000	13,500	75%
	Arboretum Attendant/Security	6,000	3,520	59%	5,000	5,440	109%
	Arboretum Event Sponsorships	0	0	0%	0	0	0%
	Arboretum Memberships	0	0	0%	0	0	0%
11	Arboretum Admissions (Festival)	0	0	0%	0	12,388	
	Equipment Rental - CBA	0	1,590		0	3,860	
	Catering - CBA	0	30		0	32	
	Festival Vendor Fees	0	0	0%	0	0	0%
	Festival Sponsorships	0	5,200		0	5,200	
	Family Center Rentals	14,000	3,150	23%	13,000	8,600	66%
	Family Center Sponsorships	17,000	11,400	67%	16,000	18,600	116%
	Family Center Concessions	7,500	4,115	55%	10,000	6,753	68%
12	Family Center Program Fees	253,966	83,070	33%	212,435	147,825	70%
13	Transfer from Tourism Fund	248,235	0	0%	217,660	0	0%
	Total Other Revenue Sources	***$1,529,686***	***$734,833***	***48%***	***$1,388,280***	***$1,008,380***	***73%***
	TOTAL REVENUES	**$11,045,986**	**$8,846,488**	**80%**	**$10,410,512**	**$8,728,519**	**84%**

Notes:

4 Court Fines & Fees - FY 2020 is down from FY 2019 due to legislative changes and the corona virus outbreak.
5 Grant Proceeds - $20,237 was received in FY 2019 for Public Safety body armor.
6 Interest Income - Interest rates were higher in FY 2019 than in FY 2020.
7 Park Reservations - FY 2020 is down from FY 2019 due to the corona virus outbreak.
8 Arboretum Rentals - FY 2020 is down from FY 2019 due to the corona virus outbreak.
9 Dispatch Services - FY 2020 is more than FY 2019 due to providing more dispatch services for Lorena in FY 2020.
10 School Resource Officer - Midway ISD is paying monthly rather than Quarterly in FY 2020.
11 Arboretum Admissions (Festival) - The FY 2020 festival was canceled due to the corona virus outbreak.
12 Family Center Program Fees - FY 2020 is down from FY 2019 due to the corona virus outbreak.
13 Transfer from Tourism Fund - Transfer will be a September entry after all Hotel Occupancy Tax receipts.

City of Woodway
For Nine Months Ended June 30, 2020
(75% of Fiscal Year Expired)

GENERAL FUND EXPENDITURES

		FY2020			FY2019		
	Expenditures by Division	**BUDGET**	**YTD**	**%**	**BUDGET**	**YTD**	**%**
	General Government						
	City Secretary	$217,251	$165,557	76%	$203,156	$148,167	73%
1	Administration	635,567	427,300	67%	550,864	356,867	65%
	Finance	369,206	268,893	73%	343,825	255,803	74%
2	Non-Departmental	384,835	204,265	53%	584,224	399,064	68%
	Total	***$1,606,859***	***$1,066,015***	***66%***	***$1,682,069***	***$1,159,901***	***69%***
	Public Safety						
	Public Safety	$5,981,779	$4,212,003	70%	$5,440,292	$3,971,697	73%
	Municipal Court	227,870	159,617	70%	194,253	146,494	75%
	Total	***$6,209,649***	***$4,371,620***	***70%***	***$5,634,545***	***$4,118,191***	***73%***
	Community Services						
	Streets	$481,566	$341,841	71%	$486,777	$327,645	67%
3	Sanitation	998,000	734,063	74%	920,000	685,509	75%
	Parks	441,853	312,349	71%	416,274	290,859	70%
	Public Buildings	152,197	103,032	68%	164,282	97,325	59%
	Administration/Inspections	307,436	229,186	75%	354,219	215,915	61%
	Total	***$2,381,052***	***$1,720,471***	***72%***	***$2,341,552***	***$1,617,253***	***69%***
	Community Programs						
	Community Development	$53,675	$6,717	13%	$53,675	$21,093	39%
	Economic Development	0	0	0%	0	0	0%
	Woodway Beautiful	0	0	0%	0	0	0%
	Youth Commission	3,050	275	9%	3,050	825	27%
	Carleen Bright Arboretum	499,235	319,127	64%	447,660	334,540	75%
	Woodway Family Center	292,466	186,447	64%	247,961	175,512	71%
	Total	***$848,426***	***$512,566***	***60%***	***$752,346***	***$531,970***	***71%***
	TOTAL EXPENDITURES	**$11,045,986**	**$7,670,672**	**69%**	**$10,410,512**	**$7,427,315**	**71%**

Notes:

1 Administration - FY 2020 is more than FY 2019, which is primarily due to upgrading the Assistant to the City Manager position to Assistant City Manager in FY 2020.

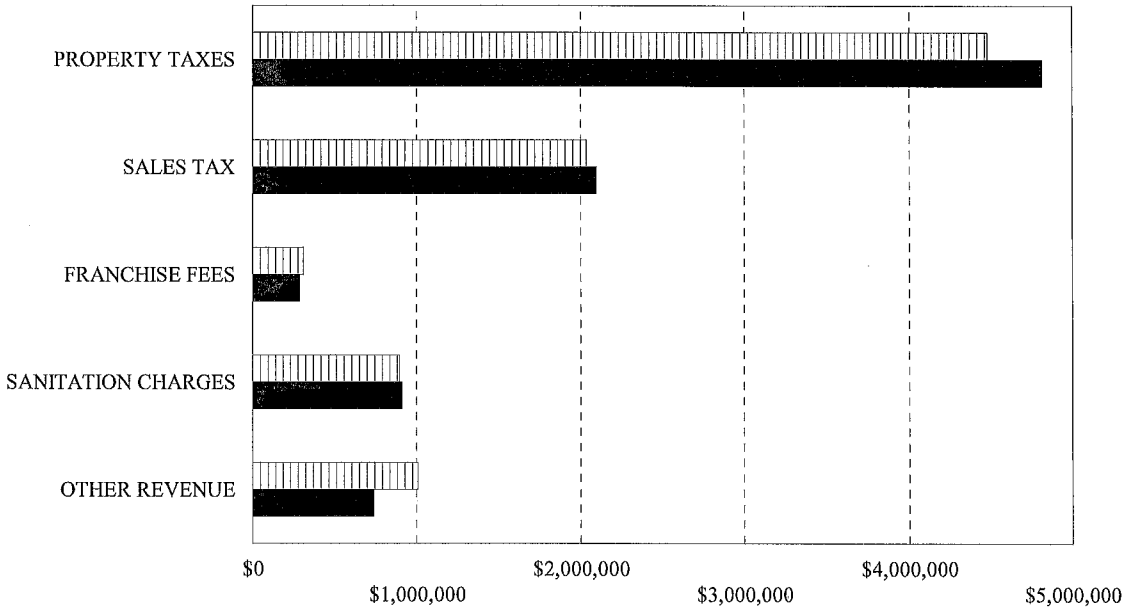
2 Non-Departmental - FY 2020 is less than FY 2019 due to reduced transfers for The Family Center and Emergency Reserve Fund.

3 Sanitation - FY 2020 is more than FY 2019 due to increased landfill and recycle charges.

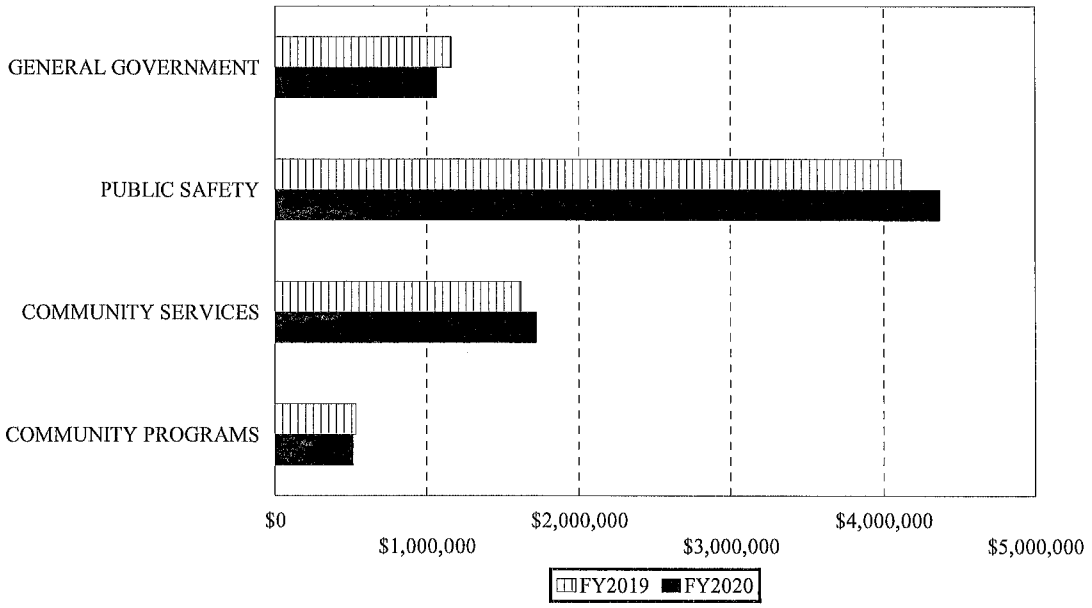
GENERAL FUND COMPARISON

YTD FY2019 VERSUS YTD FY2020

REVENUES



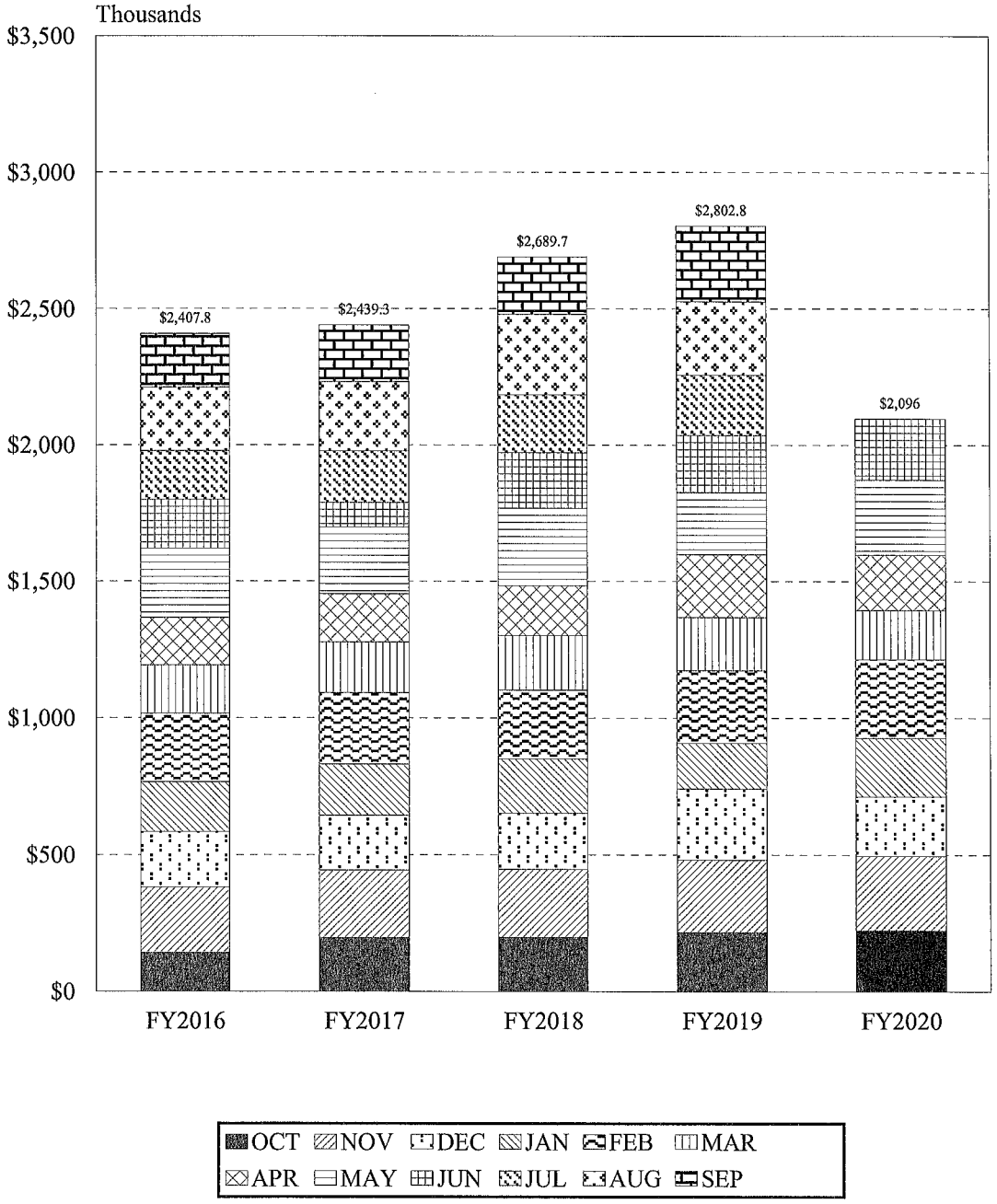
EXPENDITURES



City of Woodway
Sales & Use Tax Comparison
June 30, 2020

	Prior Year					Current Year					
Month	**Budget**	**Actual**	**Adjustments**	**Total**	**%**	**Budget**	**Actual**	**Adjustments**	**Total**	**%**	**Budget vs. Actual**
October	$194,579.68	$217,281.67		$217,281.67	7.75%	$217,063.65	$223,699.28		$223,699.28	7.99%	$6,635.63
November	243,578.70	264,045.61		264,045.61	9.42%	263,780.66	271,257.57		$271,257.57	9.69%	$7,476.91
December	201,799.77	259,994.44		259,994.44	9.28%	259,733.56	218,284.31		$218,284.31	7.80%	($41,449.25)
January	194,988.76	166,282.55		166,282.55	5.93%	166,115.70	213,283.56		$213,283.56	7.62%	$47,167.86
February	246,887.34	266,390.57		266,390.57	9.50%	266,123.27	287,808.95		$287,808.95	10.28%	$21,685.68
March	195,153.04	193,761.29		193,761.29	6.91%	193,566.87	180,039.69		$180,039.69	6.43%	($13,527.18)
April	179,435.45	231,369.28		231,369.28	8.25%	231,137.12	202,164.62		$202,164.62	7.22%	($28,972.50)
May	278,867.59	226,409.81		226,409.81	8.08%	226,182.63	274,832.49		$274,832.49	9.82%	$48,649.86
June	199,694.36	210,130.74		210,130.74	7.50%	209,919.89	224,673.03		$224,673.03	8.02%	$14,753.14
July	208,669.91	220,606.85		220,606.85	7.87%	220,385.49					
August	289,943.81	269,279.89		269,279.89	9.61%	269,009.69					
September	206,401.58	277,259.68		277,259.68	9.89%	276,981.47					
TOTAL	$2,640,000.00	$2,802,812.38	0.00	2,802,812.38	100.00%	**$2,800,000.00**	**$2,096,043.50**	0.00	**2,096,043.50**	**74.86%**	**$62,420.15**

SALES & USE TAX REVENUE COMPARISON



City of Woodway
For Nine Months Ended June 30, 2020
(75% of Fiscal Year Expired)

UTILITY FUND REVENUES

		FY2020			FY2019		
	REVENUE SOURCE	**BUDGET**	**YTD**	**%**	**BUDGET**	**YTD**	**%**
	WATER SERVICE CHARGES						
1	Water Sales - Residential	$3,200,000	$2,058,966	64%	$3,100,000	$1,670,295	54%
1	Water Sales - Commercial	675,000	479,604	71%	675,000	385,034	57%
	Water Sales - Wholesale	118,800	76,800	65%	118,800	76,800	65%
2	Water Taps	1,000	37,800	3780%	2,500	0	0%
3	Reconnects & Transfers	100,000	46,530	47%	100,000	71,875	72%
	Total Water Charges	***$4,094,800***	***$2,699,700***	***66%***	***$3,996,300***	***$2,204,004***	***55%***
	SEWER SYSTEM CHARGES						
	Sewer Charges - Residential	$1,300,000	$942,336	72%	$1,310,000	$971,695	74%
	Sewer Charges - Commercial	110,000	82,799	75%	115,000	81,917	71%
2	Sewer Taps	1,000	14,775	1478%	2,000	0	0%
	Total Sewer Charges	***$1,411,000***	***$1,039,910***	***74%***	***$1,427,000***	***$1,053,612***	***74%***
	OTHER INCOME						
	Interest Income	$10,000	$7,729	77%	$7,500	$10,138	135%
	Miscellaneous Income	45,000	38,503	86%	50,000	45,701	91%
	Total Other Income	***$55,000***	***$46,232***	***84%***	***$57,500***	***$55,839***	***97%***
	TOTAL INCOME	**$5,560,800**	**$3,785,842**	**68%**	**$5,480,800**	**$3,313,455**	**60%**

Notes:

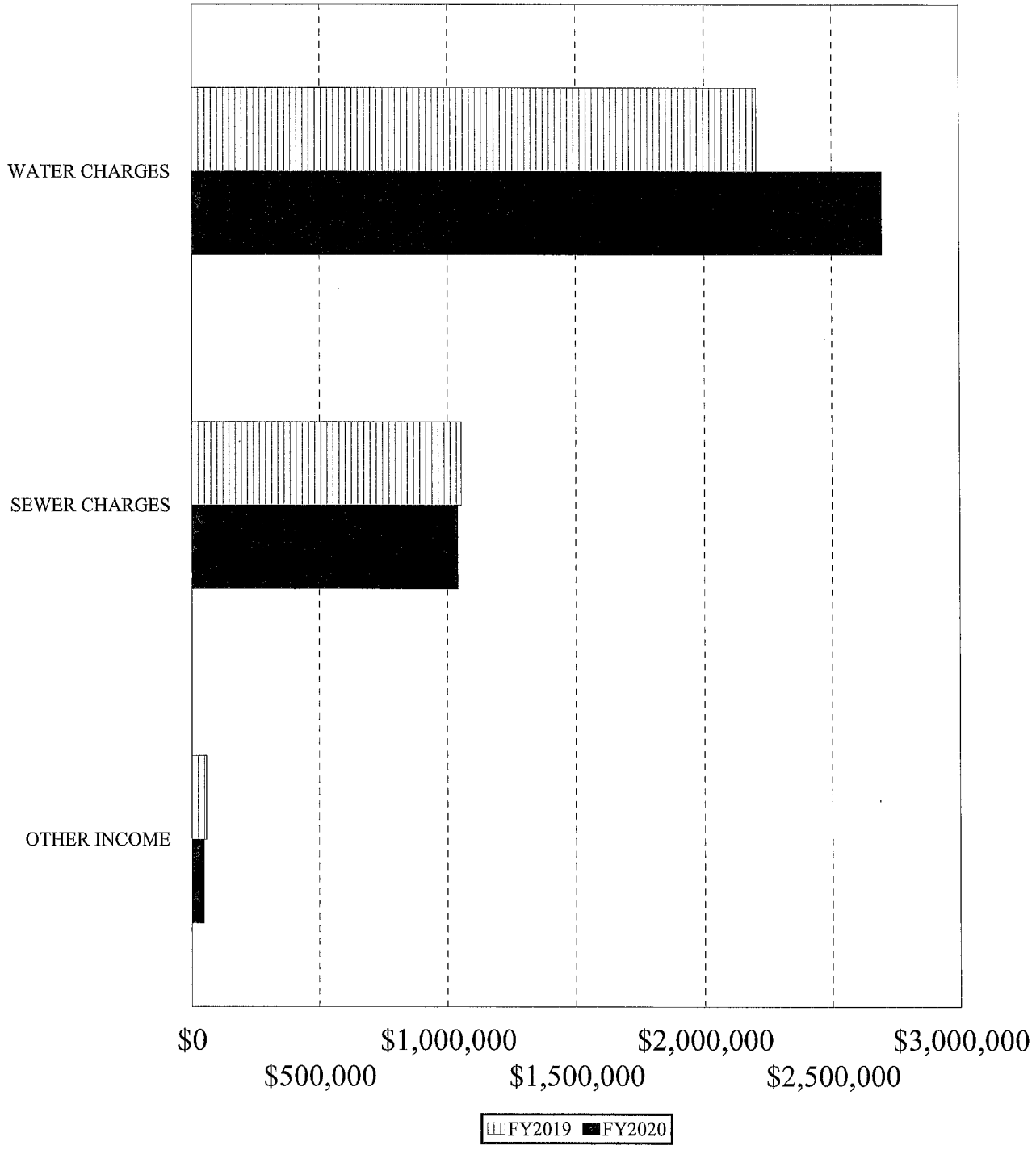
1 Water Sales - FY 2020 water sales are up due to less rainfall compared to last year.

2 Water & Sewer Taps - The majority of these fees were recorded with building permits prior to FY 2020.

3 Reconnects & Transfers - FY 2020 is down from FY 2019 due to suspending these fees during the corona virus outbreak.

UTILITY FUND REVENUE COMPARISON

YTD FY2019 VERSUS YTD FY2020



City of Woodway
For Nine Months Ended June 30, 2020
(75% of Fiscal Year Expired)

UTILITY FUND EXPENDITURES

		FY2020			FY2019		
	Expenditures by Division	**BUDGET**	**YTD**	**%**	**BUDGET**	**YTD**	**%**
	Water Service	$2,970,811	$1,474,078	50%	$2,738,803	$1,419,011	52%
1	Sewer Service	988,091	759,772	77%	953,450	690,904	72%
2	Customer Service	1,601,898	1,191,091	74%	1,788,547	1,330,648	74%
	TOTAL EXPENDITURES	**$5,560,800**	**$3,424,941**	**62%**	**$5,480,800**	**$3,440,563**	**63%**

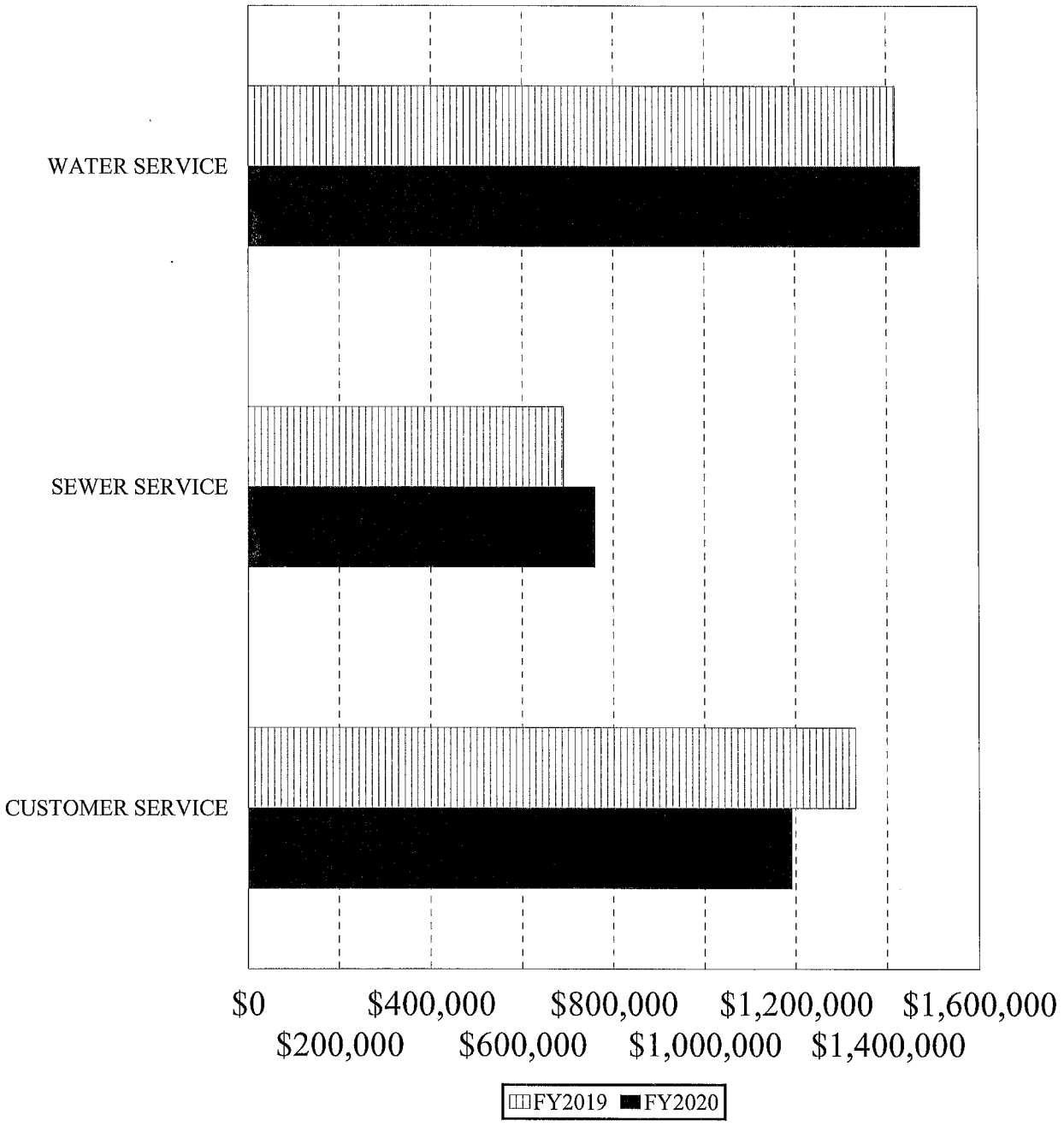
Notes:

1 Sewer Service - FY 2020 is more than FY 2019 due to lift station repairs and wastewater line root control maintenance.

2 Customer Service - FY 2020 debt service is less than FY 2019 due to retiring some debt.

UTILITY FUND EXPENDITURE COMPARISON

YTD FY2019 VERSUS YTD FY2020



City of Woodway
For Nine Months Ended June 30, 2020
(75% of Fiscal Year Expired)

WATER SYSTEM

	FY2020		FY2019	
Revenues:				
Water Sales	$2,615,370		$2,132,129	
Water Taps	37,800		0	
Reconnects & Transfers	46,530		71,875	
Other Income (75%)	34,674		41,879	
		$2,734,374		$2,245,883
Expenditures:				
Water Service	1,474,078		1,419,011	
Customer Service less Debt Service (75%)	204,557		190,622	
Debt Service	163,922		440,747	
		(1,842,557)		(2,050,380)
Excess Revenues/Expenditures		$891,817		$195,503

SEWER SYSTEM

	FY2020		FY2019	
Revenues:				
Sewer Charges	$1,025,135		$1,053,612	
Sewer Taps	$14,775		$0	
Other Income (25%)	11,558		13,960	
		$1,051,468		$1,067,572
Expenditures:				
Sewer Service	759,772		690,904	
Customer Service less Debt Service (25%)	68,186		63,541	
Debt Service	754,426		635,738	
		(1,582,384)		(1,390,183)
Excess Revenues/Expenditures		($530,916)		($322,611)

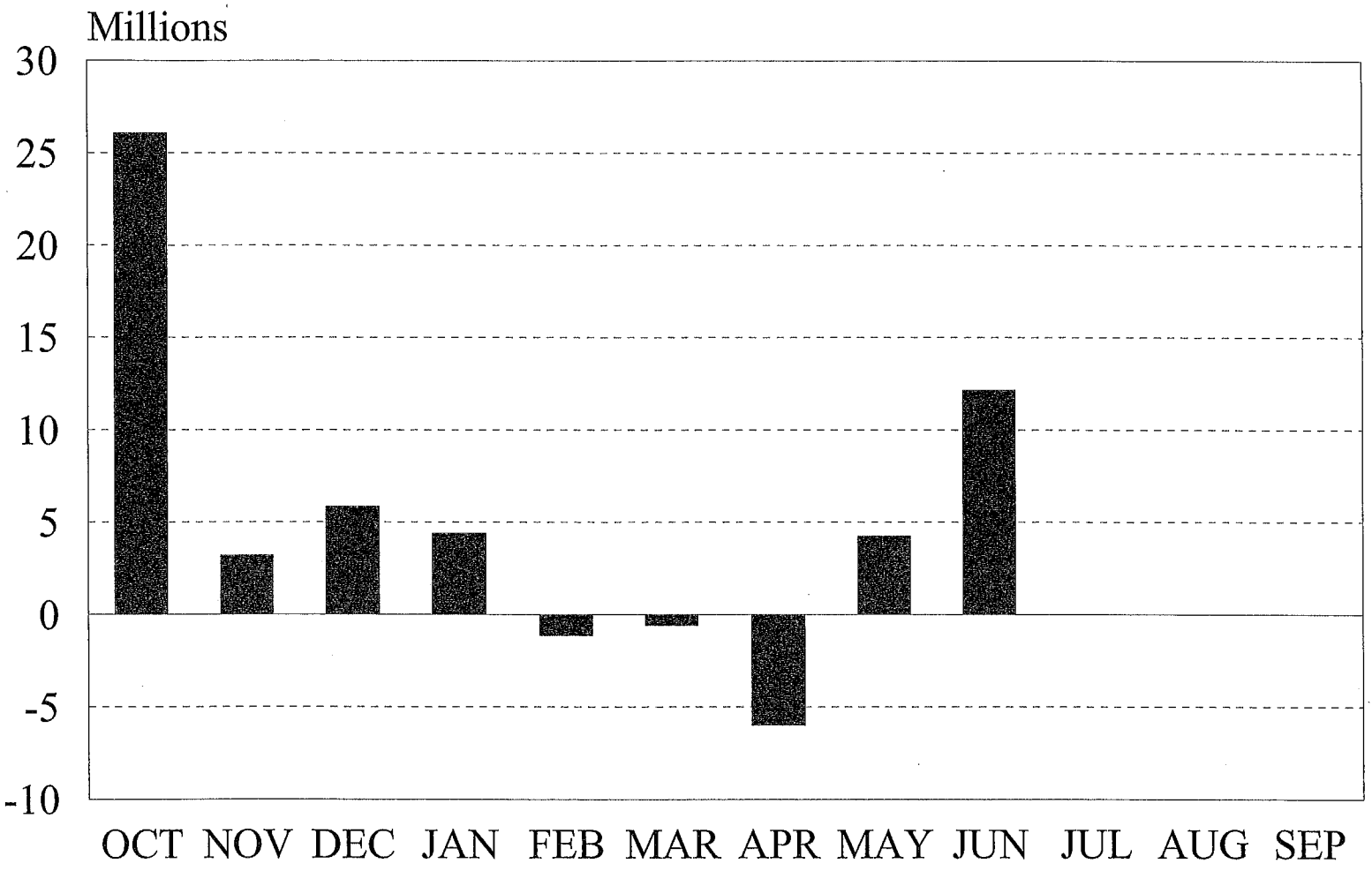
CITY OF WOODWAY
WATER SALES (HISTORICAL)
ACTUAL GALLONS SOLD

MONTH	FY19	FY18	FY17	FY16	FY15	5 YR AVG	MONTHLY % OF AVG YR
October	48,425,778	74,842,146	67,665,511	91,212,180	73,023,600	71,033,843	11.442%
November	28,659,404	54,219,743	36,121,301	57,967,700	50,896,700	45,572,970	7.341%
December	26,820,600	40,835,101	29,763,604	28,074,600	31,398,900	31,378,561	5.054%
January	24,369,300	30,427,603	25,916,226	25,832,300	26,355,200	26,580,126	4.281%
February	22,393,100	28,669,055	29,005,397	31,410,314	30,699,100	28,435,393	4.580%
March	25,419,200	27,570,079	29,618,486	33,314,600	21,893,000	27,563,073	4.440%
April	34,662,512	36,514,752	34,650,294	37,403,500	31,218,716	34,889,955	5.620%
May	31,586,112	49,472,347	50,048,436	31,186,900	30,423,900	38,543,539	6.208%
June	41,000,011	77,281,615	53,813,883	31,066,400	31,191,000	46,870,582	7.550%
July	56,871,110	101,215,314	63,113,453	70,648,700	57,902,200	69,950,155	11.267%
August	97,424,506	115,188,231	86,430,286	113,101,900	116,801,500	105,789,285	17.040%
September	106,116,324	92,306,411	72,775,515	99,040,585	100,845,035	94,216,774	15.176%
Total Gallons	543,747,957	728,542,397	578,922,392	650,259,679	602,648,851	620,824,255	100.000%

CITY OF WOODWAY
PROJECTED WATER SALES (GALLONS)
FY 2020

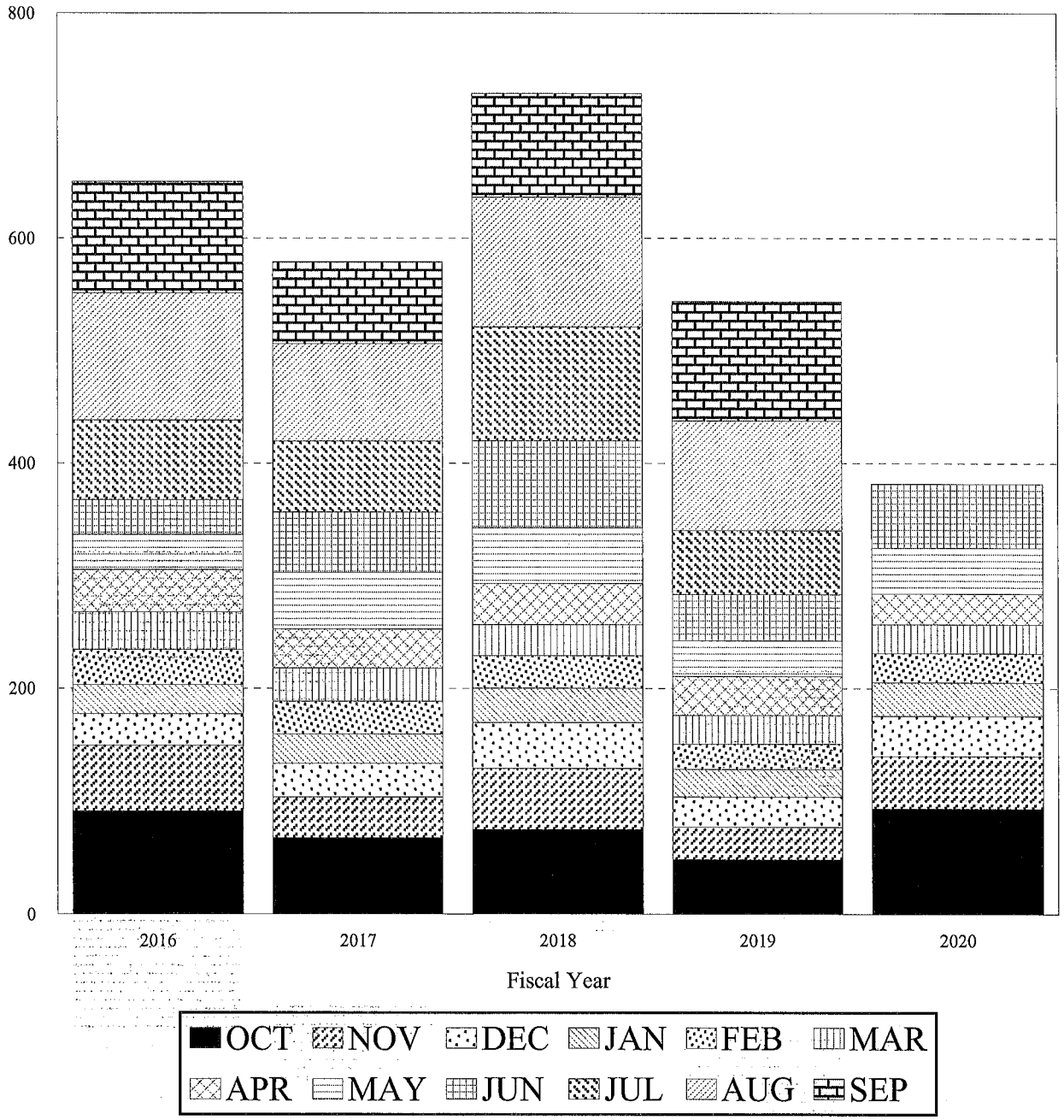
MONTH	2015-2019 5 YR AVG	MONTHLY % OF AVG YR	BUDGET FY 2020	ACTUAL FY 2020	VARIANCE FROM BUDGET	ACTUAL % OF BUDGET	VARIANCE FROM AVERAGE	ACTUAL % OF AVERAGE
October	71,033,843	11.442%	67,484,091	93,566,352	26,082,261	138.649%	22,532,509	131.721%
November	45,572,970	7.341%	43,295,566	46,498,218	3,202,652	107.397%	925,248	102.030%
December	31,378,561	5.054%	29,810,490	35,681,037	5,870,547	119.693%	4,302,476	113.712%
January	26,580,126	4.281%	25,251,846	29,650,938	4,399,092	117.421%	3,070,812	111.553%
February	28,435,393	4.580%	27,014,400	25,878,627	(1,135,773)	95.796%	(2,556,766)	91.009%
March	27,563,073	4.440%	26,185,672	25,605,370	(580,302)	97.784%	(1,957,703)	92.897%
April	34,889,955	5.620%	33,146,410	27,156,898	(5,989,512)	81.930%	(7,733,057)	77.836%
May	38,543,539	6.208%	36,617,415	40,863,931	4,246,516	111.597%	2,320,392	106.020%
June	46,870,582	7.550%	44,528,333	56,696,877	12,168,544	127.328%	9,826,295	120.965%
July	69,950,155	11.267%	66,454,558					
August	105,789,285	17.040%	100,502,710					
September	94,216,774	15.176%	89,508,509					
Total Gallons	620,824,255	100.000%	589,800,000	381,598,248	48,264,025		30,730,207	

WATER SALES
BUDGET VERSUS ACTUAL
(GALLONS SOLD)



WATER SALES

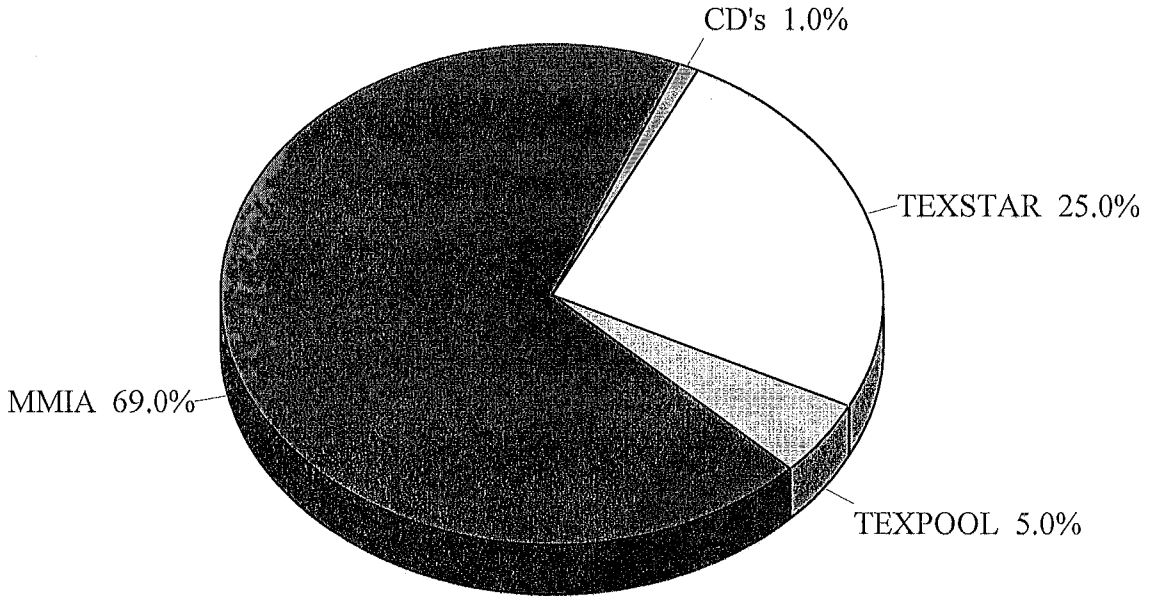
(GALLONS)



City of Woodway
Cash Accounts
June 30, 2020

TYPE	ACCOUNT NAME	RECONCILED BALANCE @ 03/31/2020	RECONCILED BALANCE @ 06/30/2020	$ VARIANCE	% VARIANCE
Checking Accounts:					
	Combined Operating Fund	$0.00	$0.00	$0.00	0.00%
	Payroll	0.00	0.00	0.00	0.00%
	Cafeteria Flexible Spending	0.00	0.00	0.00	0.00%
Sub-Total		$0.00	$0.00	$0.00	0.00%
Money Market Investment Accounts:					
	Combined Investment	$16,841,461.58	$17,463,975.06	$622,513.48	3.70%
	Water Deposit Escrow	136,581.72	135,917.62	(664.10)	-0.49%
	Builder's Deposits	46,550.43	46,596.86	46.43	0.10%
Sub-Total		$17,024,593.73	$17,646,489.54	$621,895.81	3.65%
Savings Accounts:					
	Drug Seizure Restricted Fund	$22,409.37	$29,223.90	$6,814.53	30.41%
	Asset Forfeiture Restricted Fund	14,343.37	14,357.68	14.31	0.10%
Sub-Total		$36,752.74	$43,581.58	$6,828.84	18.58%
	TOTAL CASH ACCOUNTS	**$17,061,346.47**	**$17,690,071.12**	**$628,724.65**	**3.69%**

Investment Portfolio by Type



City of Woodway
Investments
June 30, 2020

CERTIFICATES OF DEPOSIT

Fund	Type	CD #	Interest Rate	Date of Purchase	Date of Maturity	Balance 03/31/2020	Additions	Maturities	Balance 06/30/2020	Accrued Interest
100 - General Fund		958433	2.50%	04/24/2019	04/24/2020	$240,000.00	$6,081.29	($246,081.29)	($0.00)	($0.00)
		958433	1.00%	04/24/2020	04/24/2021	0.00	246,081.29	0.00	246,081.29	451.71
Subtotal						$240,000.00	$252,162.58	($246,081.29)	$246,081.29	$451.71
	TOTAL CERTIFICATES OF DEPOSIT					**$240,000.00**	**$252,162.58**	**($246,081.29)**	**$246,081.29**	**$451.71**

TEXPOOL

Account Name	Pool	Account	Average Interest Rate	Balance 03/31/2020	Additions	Withdrawals	Balance 06/30/2020	Accrued Interest
General Fund	449	1551700003	0.3134%	$1,140,150.82	$889.59	$0.00	$1,141,040.41	$0.00
Utility Fund	449	1551700001	0.3134%	81,247.58	63.39	0.00	81,310.97	0.00
	TOTAL TEXPOOL DEPOSITS			**$1,221,398.40**	**$952.98**	**$0.00**	**$1,222,351.38**	**$0.00**

TEXSTAR

Account Name	Location	Account	Average Interest Rate	Balance 03/31/2020	Additions	Withdrawals	Balance 06/30/2020	Accrued Interest
2017 Utility Improvements	15506	2017-000	0.2955%	$8,413,072.82	$5,796.43	($1,891,903.62)	$6,526,965.63	$0.00
	TOTAL TEXSTAR DEPOSITS			**$8,413,072.82**	**$5,796.43**	**($1,891,903.62)**	**$6,526,965.63**	**$0.00**
	TOTAL INVESTMENTS			**$9,874,471.22**	**$258,911.99**	**($2,137,984.91)**	**$7,995,398.30**	**$451.71**

I certify, to the best of my knowledge, that the foregoing investments were made in compliance with the City of Woodway's Investment Policy as amended December, 2017.

City Manager

Finance Director

City of Woodway
For Nine Months Ended June 30, 2020
(75% of Fiscal Year Expired)

TOURISM FUND REVENUES

	FY2020			FY2019		
REVENUE SOURCE	**BUDGET**	**YTD**	**%**	**BUDGET**	**YTD**	**%**
HOTEL OCCUPANCY TAX						
1 Hotel Occupancy Tax	$750,000	$401,762	54%	$700,000	$540,031	77%
Total Hotel Occupancy Tax	***$750,000***	***$401,762***	***54%***	***$700,000***	***$540,031***	***77%***
OTHER INCOME						
Interest Income	$20,000	$9,500	48%	$14,000	$15,174	108%
Miscellaneous Income	0	0	0%	0	0	0%
Transfer from General Fund	0	0	0%	0	0	0%
Total Other Income	***$20,000***	***$9,500***	***48%***	***$14,000***	***$15,174***	***108%***
TOTAL INCOME	**$770,000**	**$411,262**	**53%**	**$714,000**	**$555,205**	**78%**

Notes:

1 Hotel Occupancy Tax - FY 2020 is down from FY 2019 due to the corona virus outbreak.

TOURISM FUND EXPENDITURES

	FY2020			FY2019		
Expenditures by Division	**BUDGET**	**YTD**	**%**	**BUDGET**	**YTD**	**%**
CATEGORY A:						
VISITOR INFORMATION CENTER						
1 Principal	$80,000	$0	0%	$80,000	$0	0%
Interest	21,800	10,900	50%	24,200	12,100	50%
Paying Agent Fees	300	0	0%	300	0	0%
Schools/Conferences	2,000	2,824	141%	0	1,885	
2 Transfer to General Fund for Visitor Cente	248,235	0	0%	217,660	0	0%
CATEGORY B: CONVENTIONS						
Conference Sponsorships	0	0	0%	0	0	0%
CATEGORY C:						
3 **TOURISM ADVERTISING & PROMOTIONS**	111,343	23,439	21%	100,000	60,260	60%
FESTIVALS	0	3,980		0	0	0%
CATEGORY D:						
ARTS ORGANIZATIONS & PROGRAMS						
Art Exhibition (Outdoor sculptures)	0	0	0%	0	0	0%
TOTAL EXPENDITURES	**$463,678**	**$41,143**	**9%**	**$422,160**	**$74,245**	**18%**

Notes:

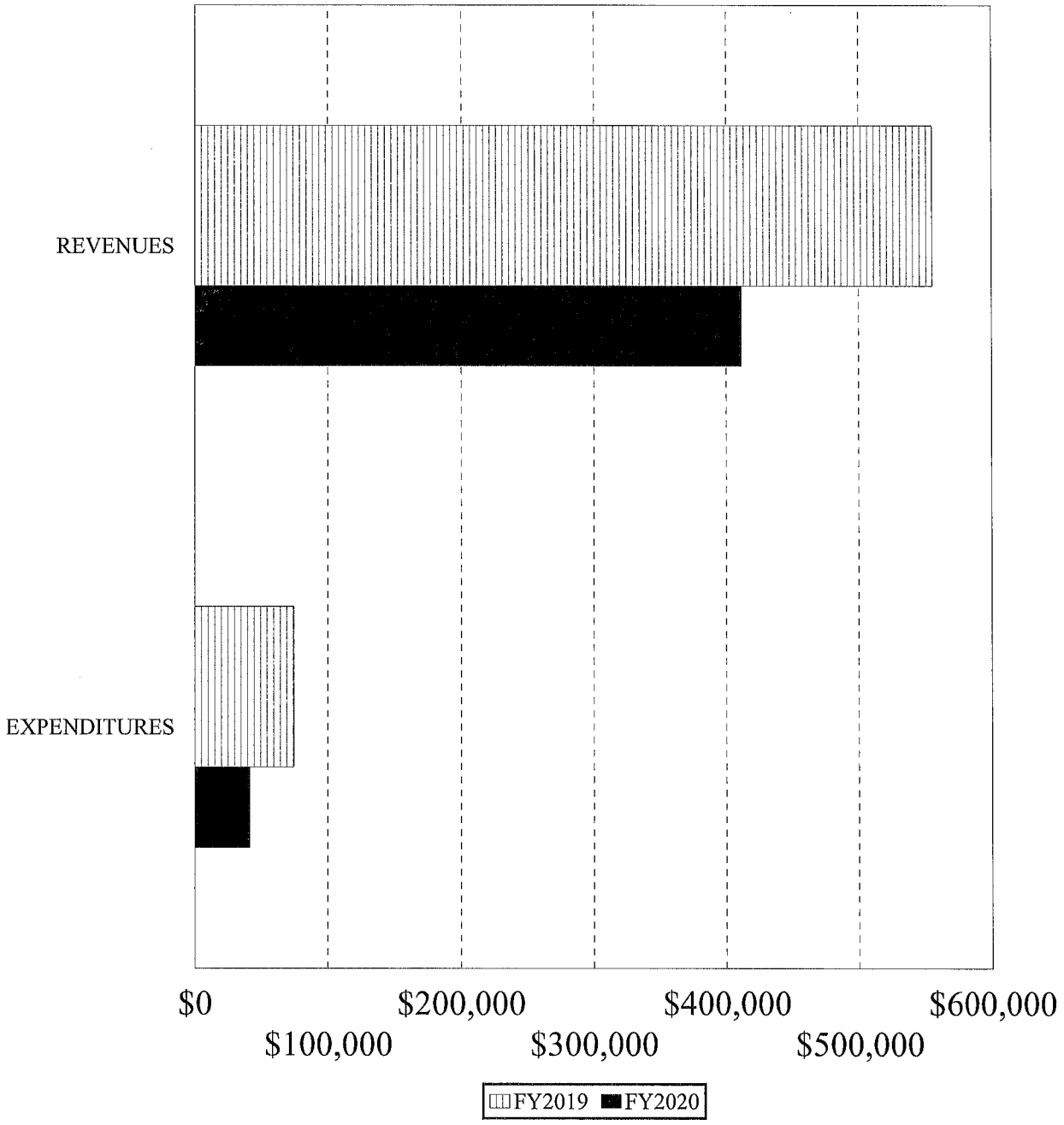
1 FY 2019 excludes $727,148 related to paying off some principal early.

2 Transfer to General Fund - Transfer will be a September entry after all Hotel Occupancy Tax receipts.

3 Tourism Advertising & Promotions - Advertising was reduced in FY 2020 due to the corona virus outbreak.

TOURISM FUND COMPARISON

YTD FY2019 VERSUS YTD FY2020



ITEM # 4 A-B

CITY COUNCIL AGENDA ITEM FORM

Meeting Date: July 13, 2020

Prepared By: Mitch Davison

Approved By: _____

- ☐ Presentation, Report and/or Discussion Only
- ■ Public Hearing/Related Action
- ☐ Individual Discussion/Action
- ☐ Consent
- ☐ Executive Session

Caption:

A. Public hearing on Application to Develop in a Planned District (daycare) Lot 1, Block 10, of the Woodway Center Addition to the City of Woodway, McLennan County, Texas, located at the intersection of Archway Drive between Colonnade Parkway and Jewel Drive.

B. Discussion and consider action on in a Planned District (daycare) Lot 1, Block 10, of the Woodway Center Addition to the City of Woodway, McLennan County, Texas, located at the intersection of Archway Drive between Colonnade Parkway and Jewel Drive.

Background Information:

Jesse Blackwell (applicant) submitted an Application to Develop in a Planned District (daycare) Lot 1, Block 10, Woodway Center Addition, located at the intersection of Archway Dr. between Colonnade Pkwy and Jewel Drive.

City staff has requested that the applicant be present to answer any questions from the City Council.

After conducting the first required public hearing, the plans have been reviewed by the City Engineer and City Staff found to be in compliance with City Ordinances. The Planning and Zoning Commission took action to recommend approval of the Application to Develop as submitted.

Financial Impact:

Total of proposed expenditure: N/A
Amount budgeted:
Account number:
If not budgeted, other funding options:

Staff Recommendation:

A. Conduct a public hearing.

B. Recommend the Council to approve or disapprove the request for Application to Develop in a Planned District (daycare) Lot 1, Block 10, Woodway Center Addition, located at the intersection of Archway Dr. between Colonnade Pkwy and Jewel Drive.

Revised 11/7/18

APPLICATION TO DEVELOP IN A PLANNED DISTRICT

This application is pursuant to Section 2.2 of the City of Woodway Code of Ordinances, Appendix A-Zoning. All applicants are encouraged to review this section and discuss the request with the Director of Community Services prior to submittal of application.

NOTE: Application must be submitted with a **FEE OF $300.00** and **RECEIVED AT LEAST 25 DAYS** in advance of the first public hearing by mail or in person to: Community Services, City of Woodway, 924 Estates Drive, Woodway, Texas, 76712. Applications submitted on the 25th day before the first hearing date must be received by 3 p.m. to allow staff sufficient time to meet newspaper deadlines and mail notices as required by law.

PART I – TO BE COMPLETED BY APPLICANT

(1) PERSON, FIRM OR CORPORATION DESIRING TO ERECT/MODIFY BUILDING(S) OR GROUNDS WITHIN A PLANNED DISTRICT:

DIMENSIONS ARCHITECTS

(2) APPLICANT INFORMATION:

Mailing Address: 1327 EMPIRE CENTRAL DR.

Telephone: (214) 220 3800 **Fax:** (866) 220 3756

Email: eramos@dimarchs.com / Blackwell1320@Gmail.com

If firm or corporation, name of contact person: ERNIE RAMOS
(This individual will be contacted by City Staff on all matters regarding this application.)

(3) PROPERTY DESCRIPTION:

Lot: 1 **Block:** 10

Name of Addition: WOODWAY CENTER ADDITION

PLEASE PROVIDE ACREAGE DESCRIPTION IF NOT PLATTED INTO A LOT AND BLOCK:

1.575 **ACRE(S) IN THE** AMENDED FINAL PLAN WOODWAY ADDITION **SURVEY**
(If property is not platted, an acreage description a.k.a. field notes must be provided with the application as the wording must be included in the public hearing notice as required by law.)

Revised 11/7/18

Physical Address of Property:
INTERSECTION OF ARCHWAY DR. BETWEEN COLONADE PKWY AND JEWEL DR.

Brief Description of Property: WE ARE LOOKING TO DEVELOP A KIDS R KIDS LEARNING ACADEMY. THE BUILDING INCLUDES 10 CLASSROOMS AND CATERS TO CHILDREN AGES 6 MONTHS TO 12 YEARS. BUILDING OPERATES AS DAYCARE DURING SCHOOL HOURS WITH AFTER SCHOOL PROGRAMS IN THE AFTERNOON.

(4) IS THIS YOUR ORIGINAL REQUEST TO DEVELOP ON THIS SITE? X YES or _____ NO

(5) APPLICATION MUST BE SUBMITTED WITH (2) COPIES OF THE SITE PLAN SHOWING THE FOLLOWING ITEMS AND MUST INCLUDE THE ENTIRE PARCEL OF PROPERTY UPON WHICH THE APPLICANT DESIRES TO DEVELOP:

- X In detail, the manner in which the land is to be used
- X Provision for service areas
- X Provision for landscaping
- X Provision for off-street parking
- X Character & appearance of the Building(s)
- X Elevations
- X Floor Plan
- X Size of the building(s)
- X Location of the building(s)
- X 11x17 copies of plans

(For more detail, please see the attached City of Woodway Ordinances Sec. 2.10: Site Development Plans)

SIGNATURE OF APPLICANT: _____

By signing above, the applicant affirms that the information submitted is true and correct and affirms that the owner (if the applicant is not the owner of the property) has been made aware of this request and fully supports the proposed development.)

NOTE:
IT IS IMPERATIVE THAT THE APPLICANT OR AN INFORMED REPRESENTATIVE OF THE APPLICANT BE PRESENT AT THE PLANNING AND ZONING COMMISSION AND CITY COUNCIL MEETINGS TO EXPLAIN THE PLANS IN DETAIL AN DETAIL AND ANSWER ANY QUESTIONS.

PART II – THIS SECTION TO BE FILLED OUT BY CITY OF WOODWAY STAFF

TENTATIVE schedule for Planning & Zoning Commission and City Council

Acceptance of application by City Council	3/16/20
Action by P&Z regarding **recommendation** to City Council	3/24/20
Final action by City Council	4/13/20

Application received by	
$300.00 application fee paid	✓ Yes ___ No
Forward for review processing to	C. Tummire
Schedule dates provided to Ernie Ramos & Jesse Blackwell	
Information provided by	A. Nard

NOTICE OF PUBLIC HEARINGS

Application to Develop in a Planned District

Notice is hereby given to all interested persons that the Planning and Zoning Commission of the City of Woodway, Texas, will conduct a public hearing in the Donald J. Baker Council Chambers at Woodway City Hall, 922 Estates Drive, Woodway, Texas, at 5:30 p.m. on Tuesday, June 9, 2020, on the following request:

> Application to Develop in a Planned District (Daycare) Lot 1, Block 10, of the Woodway Center Addition to the City of Woodway, McLennan County, Texas, located at the intersection of Archway Drive between Colonnade Parkway and Jewel Drive

The Woodway City Council is scheduled to conduct a public hearing on the request noted above in the Donald J. Baker Council Chambers at Woodway City Hall, 922 Estates Drive, Woodway, Texas, on Monday, July 13, 2020, at 5:30 p.m., and afterwards is scheduled to consider the recommendations of the Planning and Zoning Commission and take final action on the request.

For additional information related to this request, please contact Mitch Davison, Director of Community Services and Development, 924 Estates Drive, Woodway, Texas (254-772-4050).

This notice was posted at Woodway City Hall, 922 Estates Drive, Woodway, Texas, on the 11th day of May 2020 at 5:00 p.m.

Donna Barkley

Donna Barkley, City Secretary

This facility is wheelchair accessible and accessible parking spaces are available. Requests for accommodations or interpretive services must be made 48 hours prior to this meeting. Please contact the City Secretary's Office at (254) 772-4480 or FAX (254) 772-0695 for further information.

Part of the City's public hearing process includes mailing notices to the owners of all parcels of property (in the Woodway city limits) that are within 200 feet of the subject property. (We utilize McLennan County Appraisal District records - the most recently approved municipal tax roll - to compile the mailing list.) If you no longer own property within 200 feet of the subject property shown on this map, you may assist by forwarding this notice to the current owner; however, notices are also posted at Woodway City Hall and advertised in the official newspaper of the City, as required by law, to insure all notification requirements are met.

APPLICATION TO DEVELOP IN A PLANNED DISTRICT
Lot 1, Block 10, Woodway Center Addition (Daycare)

KSN Freedom Enterprises, LLC
%Waco Foot & Ankle, P.A.
201 Colonnade Pkwy, #100
Woodway, TX 76712

Genco Federal Credit Union
P.O. Box 7246
Waco, TX 76714

Filice & Ereno, LLC
751 First St., Ste B
Gilroy, CA 95020

CPF Groves
16414 San Pedro Avenue, Ste. 450
San Antonio, TX 78232

Thrasher Properties, LLC
7124 Woodway Dr.
Woodway, TX 76712

Rajesh Ltd
415 S. 21st St.
Waco, TX 76706

30 West Pershing, LLC
909 Walnut St.
Kansas City, MO 64106

Ernie Ramos
Dimensions Architects
1327 Empire Central Dr., STE 118
Dallas, TX 75247

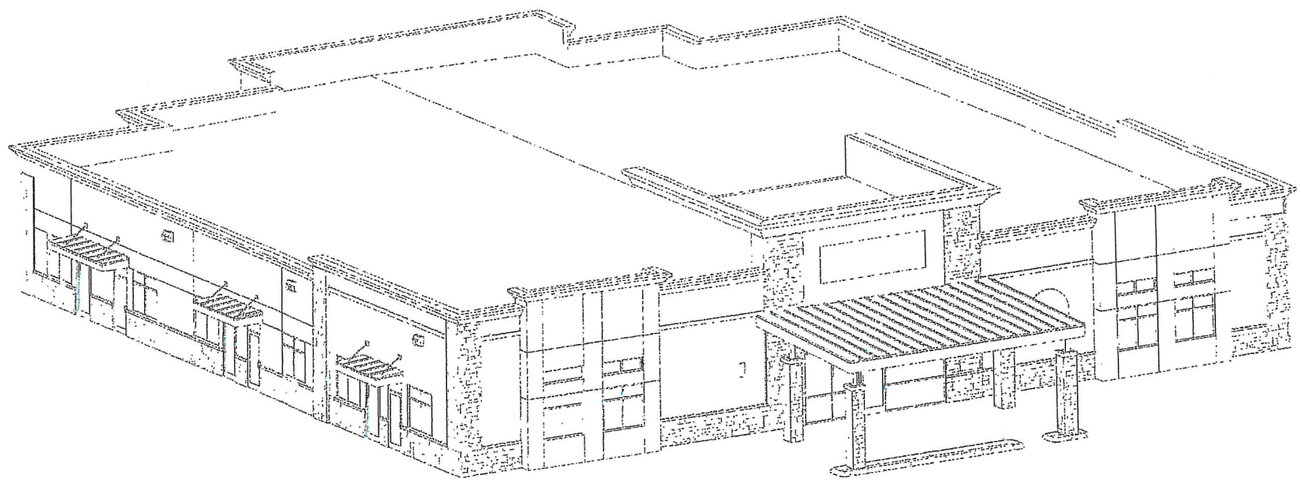
FCHC Legends, LP
P.O. Box 7429
Waco, TX 76714

KIDS R KIDS WOODWAY, TX

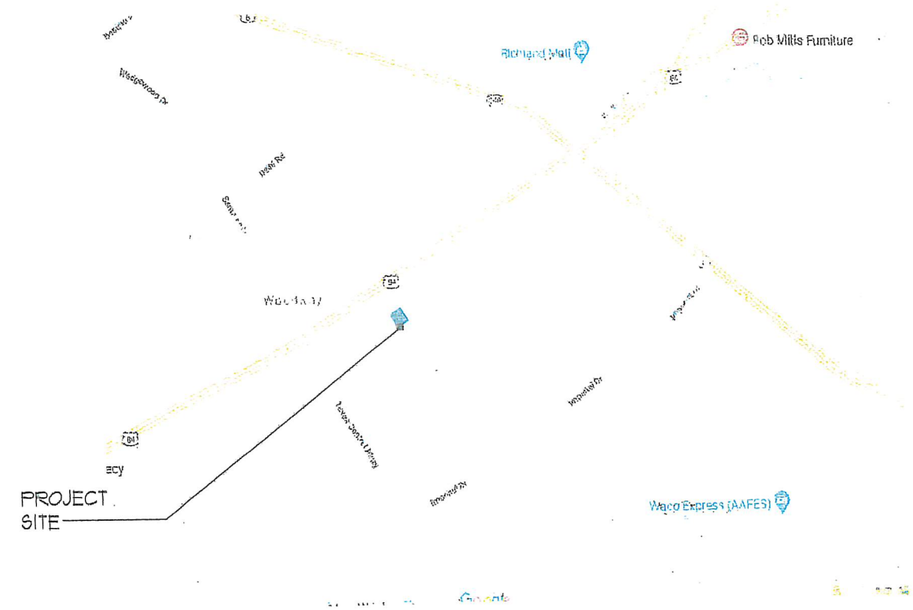
ARCHWAY DR. BETWEEN COLONADE PRKWY & JEWELL DR.

2:45p

PERSPECTIVE



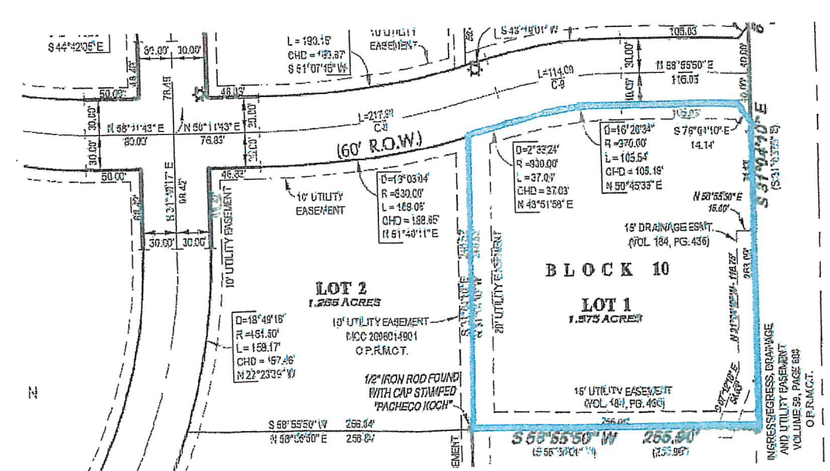
LOCATION MAP



DESCRIPTION

WE ARE LOOKING TO DEVELOP A KIDS R KIDS LEARNING ACADEMY. THE BUILDING INCLUDES 10 CLASSROOMS AND CATERS TO CHILDREN AGES 6 MONTHS TO 12 YEARS. BUILDING OPERATES AS DAYCARE DURING SCHOOL HOURS WITH AFTER SCHOOL PROGRAMS IN THE AFTERNOON.

PLAT LAYOUT



DRAWING INDEX

COVER SHEET

1.0 SITE PLAN
2.0 LANDSCAPE PLAN
3.0 FLOOR PLAN
4.0 EXTERIOR ELEVATIONS
5.0 EXTERIOR ELEVATIONS

PROJECT TEAM

OWNER:

JESSE BLACKWELL
JBDH ALLIANCE
12564 CHAPEL RD
LORENA, TX
TEL: (254) 548 8607
EMAIL: blackwell1320@gmail.com
CONTACT: JESSE BLACKWELL

ARCHITECT:

DIMENSIONS ARCHITECTS
1327 EMPIRE CENTRAL, SUITE 118
DALLAS, TX 75247
TEL: (214) 220-3800
FAX: (214) 220-3843
EMAIL: eramos@dimarchs.com
CONTACT: ERNIE RAMOS

SITE DATA SUMMARY

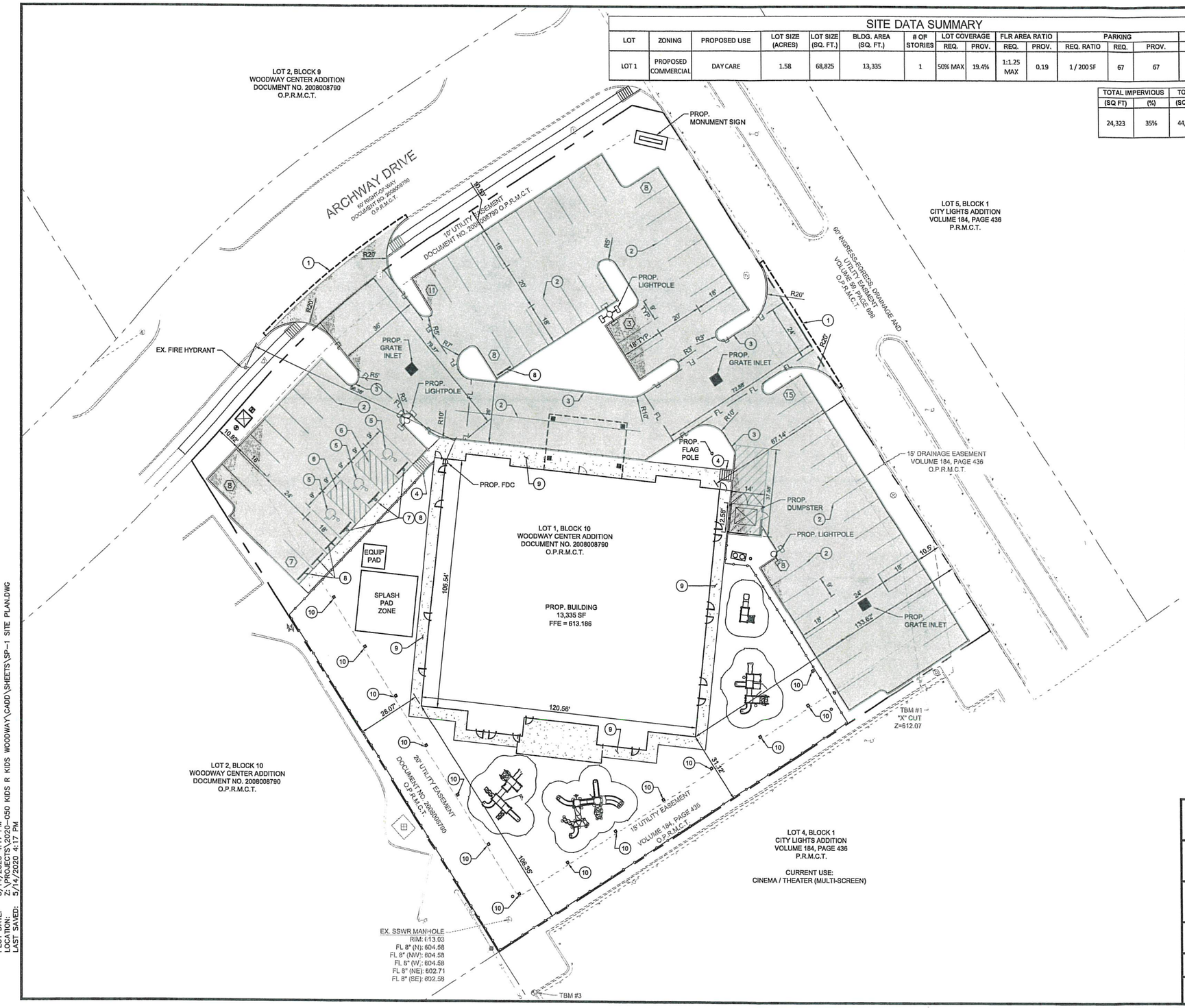
LOT	ZONING	PROPOSED USE	LOT SIZE (ACRES)	LOT SIZE (SQ. FT.)	BLDG. AREA (SQ. FT.)	# OF STORIES	LOT COVERAGE		FLR AREA RATIO		PARKING			HANDICAP SP.	
							REQ.	PROV.	REQ.	PROV.	REQ. RATIO	REQ.	PROV.	REQ.	PROV.
LOT 1	PROPOSED COMMERCIAL	DAY CARE	1.58	68,825	13,335	1	50% MAX	19.4%	1:1.25 MAX	0.19	1 / 200 SF	67	67	3	3

TOTAL IMPERVIOUS		TOTAL PERVIOUS	
(SQ FT)	(%)	(SQ FT)	(%)
24,323	35%	44,502	65%

GRAPHIC SCALE

20 0 10 20 40

1 inch = 20 ft.



CONSTRUCTION SCHEDULE	
1	SAW CUT FULL DEPTH EXISTING PAVEMENT
2	4" PARKING STALL STRIPING COLOR: WHITE (TYP)
3	CURB & GUTTER
4	PROPOSED PEDESTRIAN RAMP
5	HANDICAP SYMBOL
6	PAVEMENT STRIPING
7	HANDICAP SIGN
8	CURB STOP PER DETAIL
9	PROPOSED SIDEWALK
10	PROPOSED LANDSCAPE DRAIN

LEGEND	
	PROPOSED LIGHT DUTY PAVEMENT
	PROPOSED HEAVY DUTY PAVEMENT
	PROPOSED SIDEWALK PAVEMENT
	PROPOSED CONCRETE CURB AND GUTTER
#	PARKING COUNT
	FULL-DEPTH SAWCUT
— FL —	PROPOSED FIRE LANE STRIPPING

NOTES:
1. ALL DIMENSIONS ARE TO FACE OF CURB UNLESS OTHERWISE NOTED.
2. REFER TO ARCHITECTURAL PLANS FOR BUILDING DIMENSIONS AND EXACT DOOR LOCATIONS.
3. REFER TO ARCHITECTURAL PLANS FOR FENCE AND GATE DETAILS.

OWNER:
FCHC LEGENDS LP
P.O. BOX 7429
WACO, TX 76714

APPLICANT:
CLAYMOORE ENGINEERING, INC.
1903 CENTRAL DRIVE, SUITE #406
BEDFORD, TX 76021
PH: 817.281.0572 CONTACT NAME: CLAY CRISTY

SURVEYOR:
EAGLE SURVEYING, LLC
210 SOUTH ELM STREET
DENTON, TX 76201
PH: 940.222.3009 CONTACT NAME: TIMOTHY MANKIN

LEGAL DESCRIPTION:
WOODWAY CENTER BLOCK 10 LOT 1
ACRES 1.575

CITY:	STATE:	
WOODWAY	TEXAS	
COUNTY	MAPSCO:	MAP ID:
MCLENNAN	328	73P

TEXAS FIRM #14199
CLAYMOORE ENGINEERING
1903 CENTRAL DR., SUITE #406
BEDFORD, TX 76021-2306
PHONE: 817.281.0572
WWW.CLAYMOORENGINEERING.COM

PRELIMINARY
FOR REVIEW ONLY
Not for construction purposes.
CLAYMOORE ENGINEERING
ENGINEERING AND PLANNING CONSULTANTS
Engineer: CLAY CRISTY
P.E. No. 109800 Date 5/14/2020

KIDS R KIDS
100 ARCHWAY DR.
WOODWAY, TX 76712

No.	DATE	REVISION	BY

SITE PLAN

DESIGN:	CWP
DRAWN:	CWP
CHECKED:	CLC
DATE:	5/14/2020

SHEET
SP-1

File No: 2020-050

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PLOT DATE: 5/14/2020 4:17 PM
LOCATION: Z:\PROJECTS\2020-050 KIDS R KIDS WOODWAY\CADD\SHEETS\SP-1 SITE PLAN.DWG
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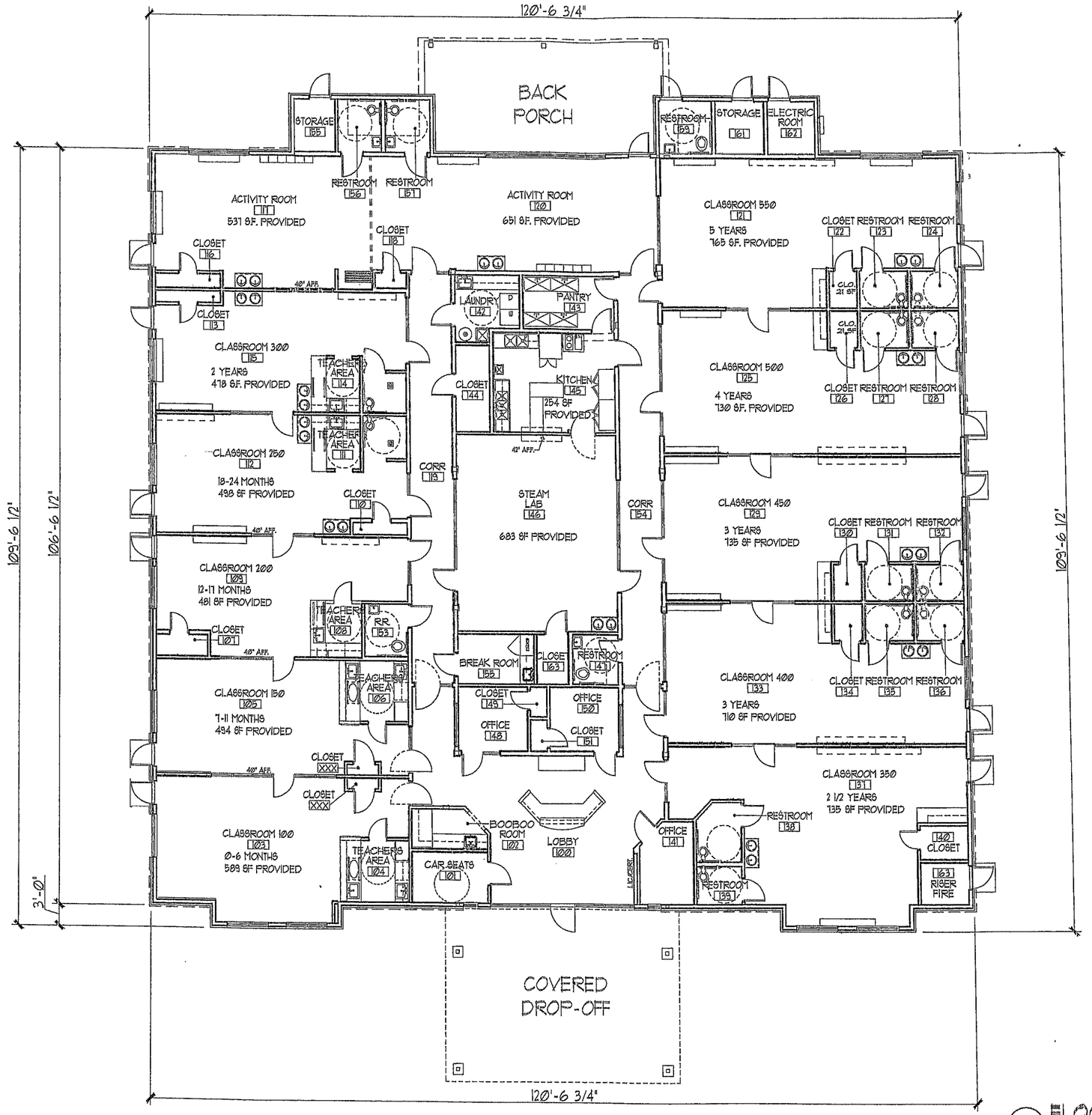


01 FLOOR PLAN
SCALE: 1/16" = 1'-0"

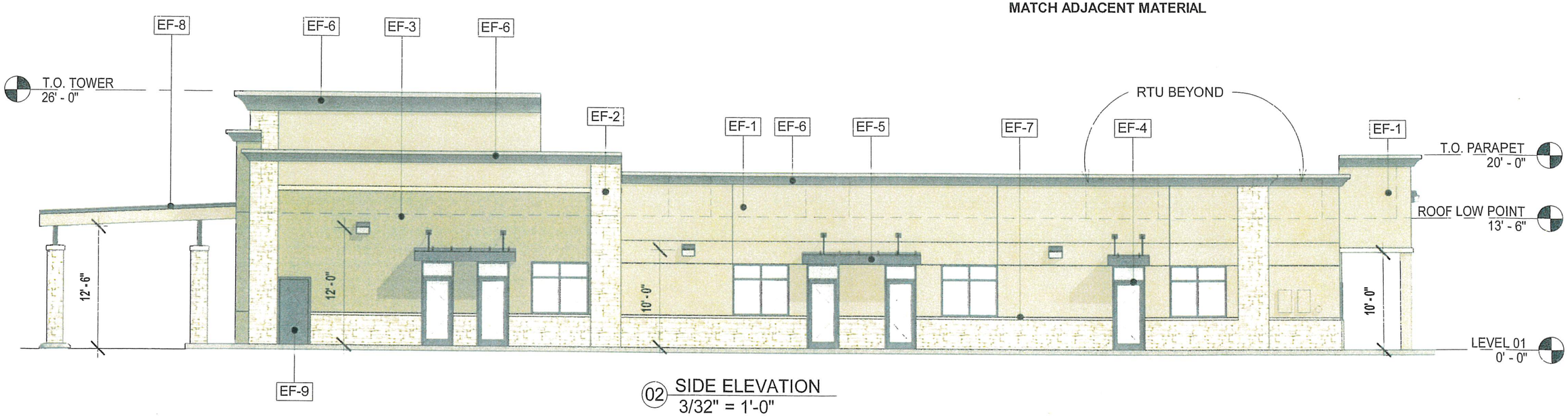
PLAN DEVELOPMENT APPLICATION

KIDS R KIDS- WOODWAY
WOODWAY, TX

Date: 02/28/2020
Revised:
Project No. 1956
File Name:
Sheet Title: FLOOR PLAN
Sheet No. 3.0
Sheet 4 of 6

EXTERIOR MATERIALS AND FINISH SCHEDULE	
MARK	DESCRIPTION
EF-1	E.I.F.S., PAINT COLOR PPG, MACAROON CREAM PPG 15-05
EF-2	STONE VENEER, ALAMO STONE, ALAMO CREAM
EF-3	E.I.F.S., PAINT COLOR PPG, TOASTED ALMOND PPG 15-26
EF-4	CLEAR ANODIZED ALUMINUM STOREFRONT
EF-5	METAL AWNING, TRIM TO BE BERRIDGE SATIN FINISH GALVALUME
EF-6	FOAM CORNICE MOLDING PAINT PPG MACAROON CREAM PPG15-05
EF-7	4" CAST STONE WATER TABLE, SITEWORKS, NATURAL
EF-8	STANDING SEAM ROOF PANELS, BERRIDGE SATIN FINISH GALVALUME
EF-9	INSULATED METAL DOOR PAINTED TO MATCH STOREFRONT

NOTE: ALL EXPOSED UTILITY BOXES AND EQUIPMENT TO BE PAINTED TO MATCH ADJACENT MATERIAL



02 SIDE ELEVATION
3/32" = 1'-0"

01 FRONT ELEVATION
3/32" = 1'-0"

PLAN DEVELOPMENT APPLICATION

Dimensions ARCHITECTS

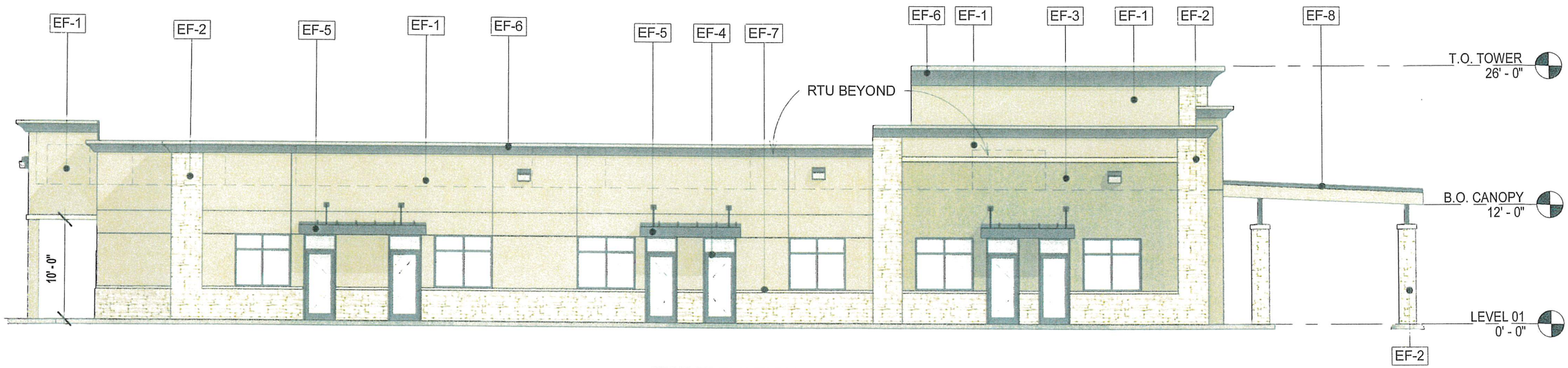
KIDS R KIDS- WOODWAY
WOODWAY, TX

Date: 02/28/2020
Revised: 04/24/2020
Project No. 1956
File Name:
Sheet Title:

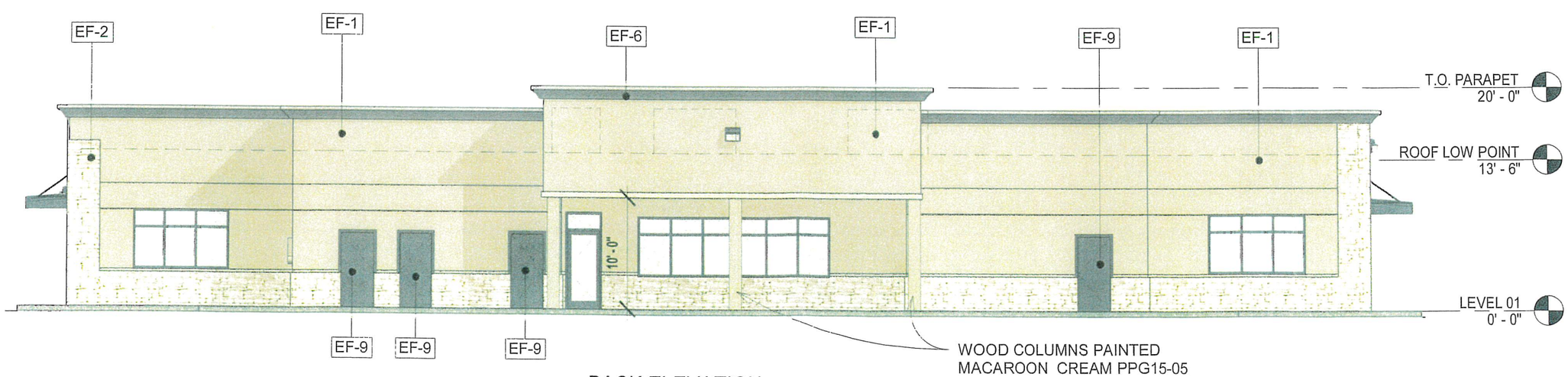
Sheet No.
4.0
Sheet 5 of 6

EXTERIOR MATERIALS AND FINISH SCHEDULE	
MARK	DESCRIPTION
EF-1	E.I.F.S., PAINT COLOR PPG, MACAROON CREAM PPG 15-05
EF-2	STONE VENEER, ALAMO STONE, ALAMO CREAM
EF-3	E.I.F.S., PAINT COLOR PPG, TOASTED ALMOND PPG 15-26
EF-4	CLEAR ANODIZED ALUMINUM STOREFRONT
EF-5	METAL AWNING, TRIM TO BE BERRIDGE SATIN FINISH GALVALUME
EF-6	FOAM CORNICE MOLDING PAINT PPG MACAROON CREAM PPG15-05
EF-7	4" CAST STONE WATER TABLE, SITEWORKS, NATURAL
EF-8	STANDING SEAM ROOF PANELS, BERRIDGE SATIN FINISH GALVALUME
EF-9	INSULATED METAL DOOR PAINTED TO MATCH STOREFRONT

NOTE: ALL EXPOSED UTILITY BOXES AND EQUIPMENT TO BE PAINTED TO MATCH ADJACENT MATERIAL



4 SIDE ELEVATION
3/32" = 1'-0"



3 BACK ELEVATION
3/32" = 1'-0"

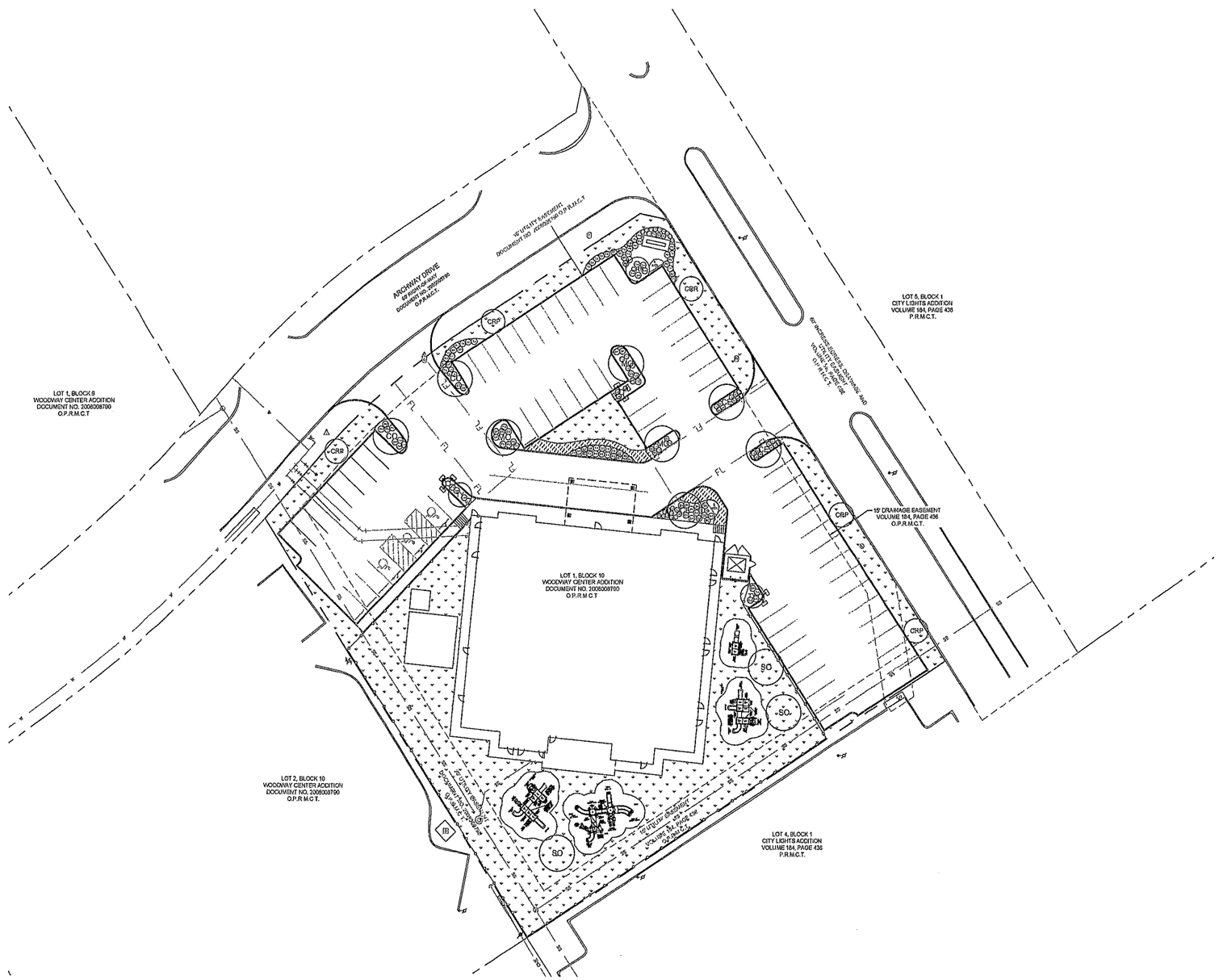
PLAN DEVELOPMENT APPLICATION

Cameron Simons ARCHITECTS
4018 N. 11th, Ste.A
Waco, Texas 76708
327 Fort St. Trinity
TX 75862
Tel: 936-594-9882

KIDS R KIDS- WOODWAY
WOODWAY, TX

Date: 02/28/2020
Revised: 04/24/2020
Project No. 1956
File Name.
Sheet Title.

Sheet No.
5.0
Sheet 6 Of 6



site integration studio
Landscape Architecture - Sustainable Site Planning - Natural Resource Design
John F. Murphy, ASLA
7529 Cross Gate Way
Tyler, TX 75703
john@sitekint.com
scott@sitekint.com
512.432.3621 - Tyler
512.509.9544 - Austin
www.sitekint.com

CLAYMOORE ENGINEERING

REGISTERED LANDSCAPE ARCHITECT
JOHN F. MURPHY
973
STATE OF TEXAS
4/23/20

TREE LEGEND

Canopy Trees

- MO — Monterrey Oak
- SO — Shumard Oak
- CO — Chinquapin Oak
- CE — Cedar Elm

Ornamental Trees

- CRR — Red Crapemyrtle
- CRP — Pink Crapemyrtle
- TY — Tree Yaupon

HATCH LEGEND

- Solid Sod Bermuda Grass
- Decomposed Granite

SHRUB LEGEND

DY	Dwarf Yaupon	SP	Spirea
TX	Texas Sage	DA	Dwarf Abelia
WM	Dwarf Wax Myrtle	PM	Pink Muhly
DIH	Dwarf Indian Hawthorn	CS	Red Cherry Sage
GL	Giant Liriope	CO	Coreopsis
RY	Red Yucca	RO	Trailing Rosemary
NGL	New Gold Lantana		

LANDSCAPE NOTES

1. The project will have an undergound automatic irrigation system to water all new plantings.
2. Install 4" layer of shredded hardwood mulch to all planting beds.
3. Install 4" steel edging between all shrub beds and grass areas.
4. Shrub beds to have 8 inches of prepared planting mix (75% import topsoil, 15% composted amendment, 10% washed sand)
5. Shredded hardwood mulch must contain long strands along with double shred finer material obtained from a local source.
6. Install 4 inches of clean topsoil in all areas of the site disturbed by grading and construction operations. Topsoil shall be free from sticks, debris and rocks larger than 2 inches in diameter and have an organic matter level of 3 percent minimum and a pH range between 6.5 and 7.4 percent. Provide soil test analysis from a soil test laboratory showing soil makeup and organic percentage.
7. Solid sod all areas disturbed by construction activities.

N

GRAPHIC SCALE

30 0 15 30 60

1 inch = 30 ft.

KIDS R KIDS
100 ARCHWAY DR.
WOODWAY, TX 76712

LANDSCAPE PLAN

DESIGN:	CWP
DRAWN:	CWP
CHECKED:	CLC
DATE:	04/23/2020

SHEET
L-1

File No: 2020-050

PLOTTED BY: SCOTTFULWILER
PLOT DATE: 4/23/2020 2:02 PM
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LAST SAVED: 4/23/2020 1:59 PM

site integration studio
Landscape Architecture - Sustainable Site Planning - Natural Resources Design
John F. Murphy, ASLA
7529 Crest Gate Way
Tyler, TX 75703
johnm@sitetxt.com
scott@sitetxt.com
512.432.3622 - Tyler
512.389.9944 - Austin
www.sitetxt.com

CLAYMORE ENGINEERING

REGISTERED LANDSCAPE ARCHITECT
JOHN F. MURPHY
873
STATE OF TEXAS
4/23/20

PLANT LIST

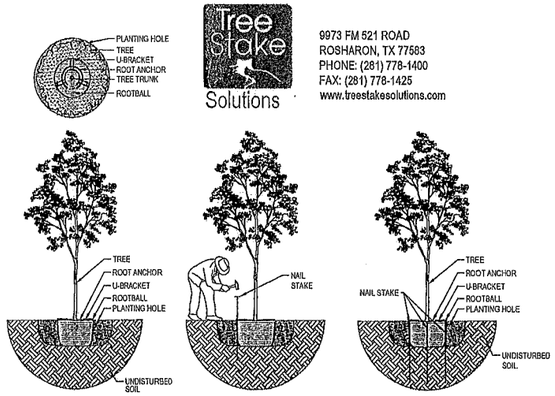
CANOPY TREES				
3	MO	Monterrey Oak	Quercus polymorpha	3" cal. B&B 10' ht. 5' spread
3	SO	Shumard Oak	Quercus shumardii	3" cal. B&B 10' ht. 5' spread
2	CO	Chinquapin Oak	Quercus muhlenbergii	3" cal. B&B 10' ht. 5' spread
3	CE	Cedar Elm	Ulmus crassifolia	3" cal. B&B 10' ht. 5' spread
ORNAMENTAL TREES				
2	CRR	Red Crapemyrtle	Lagerstroemia indica 'Cherokee'	30 gal. 8' ht. 3 trunk 2 1/2" cal. min.
4	CRP	Pink Crapemyrtle	Lagerstroemia indica 'Basham Pink'	30 gal. 8' ht. 3 trunk 2 1/2" cal. min.
2	TY	Tree Yaupon	Ilex vomitoria	30 gal. 8' ht. multi-trunk female
SHRUBS & GROUNDCOVERS				
18	DY	Dwarf Yaupon	Ilex vomitoria 'Nana'	5 gal. 36" oc
21	TX	Texas Sage	Leucophyllum frutescens 'Silverado'	5 gal. 36" oc
3	WM	Dwarf Wax Myrtle	Myrica pusilla	5 gal. 36" oc
13	DIH	Dwarf Indian Hawthorn	Raphiolepis indica 'Clara'	5 gal. 36" oc
24	GL	Giant Liriope	Liriope gigantea	3 gal. 36" oc
23	RY	Red Yucca	Hesperaloe parviflora	5 gal. 36" oc
16	NGL	New Gold Lantana	Lantana 'New Gold'	1 gal. 18" oc
4	SP	Spiraea	Spiraea 'Anthony Waterer'	5 gal. 36" oc
11	DA	Dwarf Abelia	Abelia grandiflora 'Ed. Goucher'	5 gal. 36" oc
20	PM	Pink Muhly	Muhlenbergia capillaris	5 gal. 36" oc
9	CS	Red Cherry Sage	Salvia greggii	3 gal. 36" oc
18	CO	Coreopsis	Coreopsis 'Early sunrise'	1 gal. 18" oc
2	RO	Trailing Rosemary	Rosmarinus officinalis 'Prostratus'	5 gal. 36" oc

City of Woodway, Texas
LANDSCAPE CALCULATIONS

Total Site Area 1.575 acres = 68,607 Square Feet

Required Landscape Area		Required	Provided
10% of total site		6,861 SF	8,061 SF
Boundary Street Trees		**Required**	**Provided**
Archway Drive 1 tree per 150 LF	248.61 Linear Feet	2 trees	2 trees
Interior Landscape		**Required**	**Provided**
Parking Area 27,258 SF 10% of parking area		2,726 SF	2,746 SF
1 tree at least every 14 spaces 1 tree per 400 SF req. land area tree at terminus of every row	2,726 / 400 = 7	7 trees	8 trees

Tree Stake Solutions
9973 FM 521 ROAD
ROSHARON, TX 77583
PHONE: (281) 778-1400
FAX: (281) 778-1425
www.treestakesolutions.com



1. WITH TREE IN A STRAIGHT & PLUMB POSITION, CENTER THE APPROPRIATE ROOT ANCHOR SAFETY STAKE AROUND THE TRUNK, WITH BINDS LAYING FLAT AGAINST ROOTBALL, U-BRACKETS FACING UP.

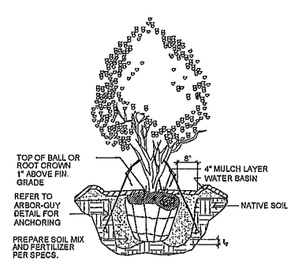
2. INSERT 1 OF 3 NAIL STAKES THROUGH EACH OF THE U-BRACKETS. NAILS SHOULD REST IN THE UNDISTURBED SOIL AT THE BOTTOM OF THE TREE PIT. ALL NAILS SHOULD FIT SNUG AGAINST THE SIDE OF THE ROOTBALL
(FOR HAND OR MACHINE DUG TREES, IT MAY BE NECESSARY TO PENETRATE 1" - 4" OF OUTER AREA OF THE ROOTBALL WITH THE NAIL.)

3. NAIL STAKES SHOULD BE DRIVEN STRAIGHT DOWN INTO THE UNDISTURBED SOIL BELOW THE ROOTBALL. THE NAILS ARE NOW CAGING THE ROOTBALL IN PLACE. WHILE THE TOP BRACKET PINS THE ROOTBALL DOWN.
AFTER THE TREE STAKE IS INSTALLED, A LAYER OF MULCH CAN BE ADDED OVER THE STAKE. REMOVE ROOT ANCHOR AFTER TREE IS ESTABLISHED

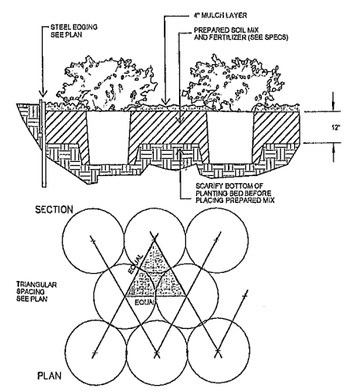
ROOT ANCHOR(TM) BELOW GRADE SAFETY STAKE SIZING CHART

ITEM #	DESCRIPTION	NAIL LENGTH X 3PC (INCLUDED)	ITEM #	DESCRIPTION	NAIL LENGTH X 3PC (INCLUDED)
5 BG	5 GALLON OR 10" ROOTBALL	#4 X 24"	100 BG	95/100 GALLON OR 36" ROOTBALL	#5 X 48"
15 BG	10/15 GALLON OR 17" ROOTBALL	#4 X 36"	150 BG	150 GALLON OR 42" ROOTBALL	#5 X 60"
30 BG	20/30 GALLON OR 22" ROOTBALL	#4 X 36"	200 BG	200 GALLON OR 48" ROOTBALL	#5 X 72"
45/65 BG	45/65 GALLON OR 27-30" ROOTBALL	#4 X 48"	300 BG	300 GALLON OR 58" ROOTBALL	#5 X 72"

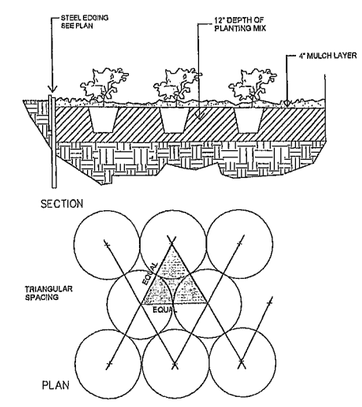
1 CANOPY TREE PLANTING
SCALE: NONE



2 MULTI-TRUNK PLANTING
SCALE: NONE



3 SHRUB PLANTING
SCALE: NONE



4 GROUNDCOVER PLANTING
SCALE: NONE

KIDS R KIDS
100 ARCHWAY DR.
WOODWAY, TX 76712

LANDSCAPE DETAILS

DESIGN:	CWP
DRAWN:	CWP
CHECKED:	CLC
DATE:	04/23/2020

SHEET
L-2

File No: 2020-050

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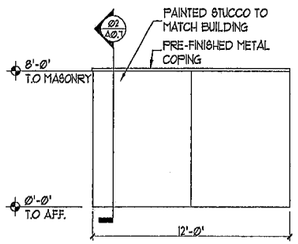
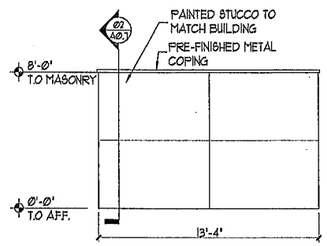
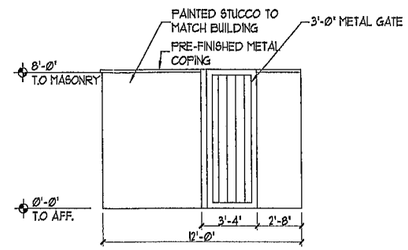


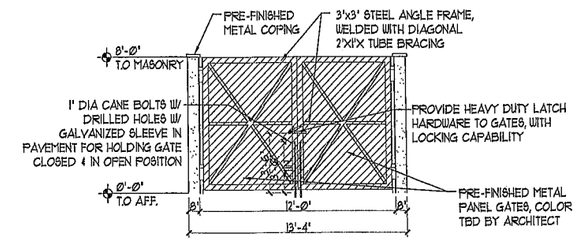
06 T.E. ELEVATION
SCALE: 1/4" = 1'-0"



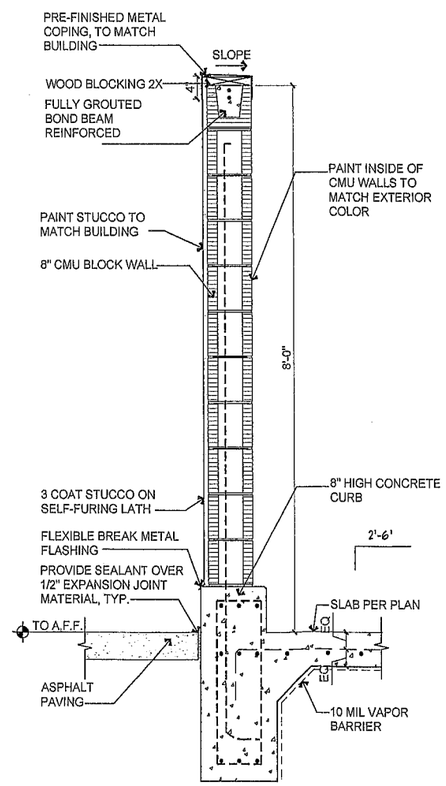
05 T.E. ELEVATION
SCALE: 1/4" = 1'-0"



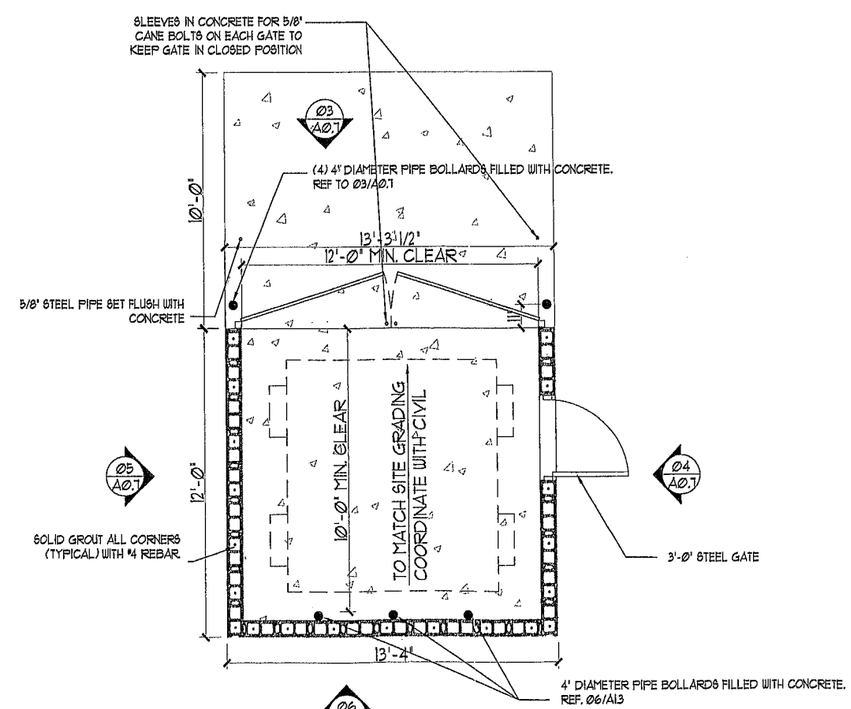
04 T.E. ELEVATION
SCALE: 1/4" = 1'-0"



03 T.E. ELEVATION
SCALE: 1/4" = 1'-0"



02 DUMPSTER ENCLOSURE SECTION
SCALE: 1" = 1'-0"



01 DUMPSTER ENCLOSURE SECTION
SCALE: 1/4" = 1'-0"

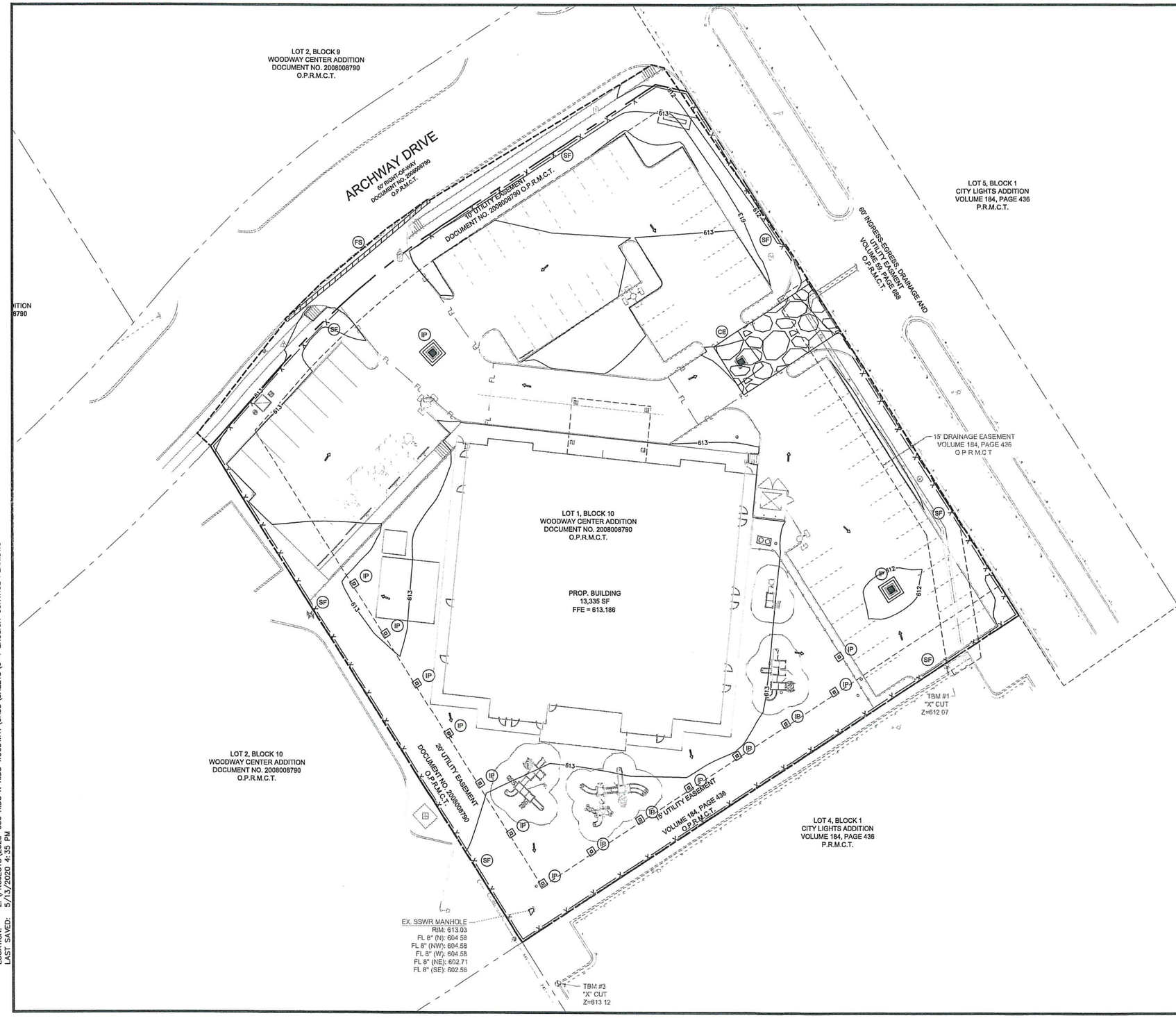
PLAN DEVELOPMENT APPLICATION

Remancino ARCHITECTS
1327 EMPIRE CENTRAL DR. SUITE 118
TEL: 214.230.3800
DALLAS, TEXAS 75247
FAX: 866.230.3756

KIDS R KIDS - WOODWAY
WOODWAY, TX

Date: 04-29-2020
Revised:
Project No. 1956
File Name:
Sheet Title: DUMPSTER DTLS.

Sheet No. A0.7
Sheet Of



GRAPHIC SCALE

20 0 10 20 40

1 inch = 20 ft.

LEGEND	
	DIRECTION OF FLOW
	EXISTING CONTOUR
	PROPOSED CONTOUR
	LIMITS OF CONSTRUCTION
SF	SILT FENCE
CE	CONSTRUCTION ENTRANCE
IP	INLET PROTECTION
FS	FILTER SOCK

ACREAGE SUMMARY	
ONSITE DISTURBED AREA	1.57 AC
OFFSITE DISTURBED AREA	0.06 AC
TOTAL DISTURBED AREA	1.63 AC

TEXAS FIRM #14199
CLAYMOORE ENGINEERING
1903 CENTRAL DR, SUITE 406
BEDFORD, TX 76021
PHONE: 817.281.0572
WWW.CLAYMOOREENGINEERING.COM

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CLAYMOORE ENGINEERING
ENGINEERING AND PLANNING CONSULTANTS
Engineer: CLAY CRISTY
P.E. No. 109806 Date 5/14/2020

KIDS R KIDS
100 ARCHWAY DR.
WOODWAY, TX 76712

No.	DATE	REVISION	BY

EROSION CONTROL PLAN

DESIGN:	CWP
DRAWN:	CWP
CHECKED:	CLC
DATE:	5/13/2020

SHEET
C-1

File No: 2020-050

PLOTTED BY: CURTIS PETERS
PLOT DATE: 5/14/2020 4:18 PM
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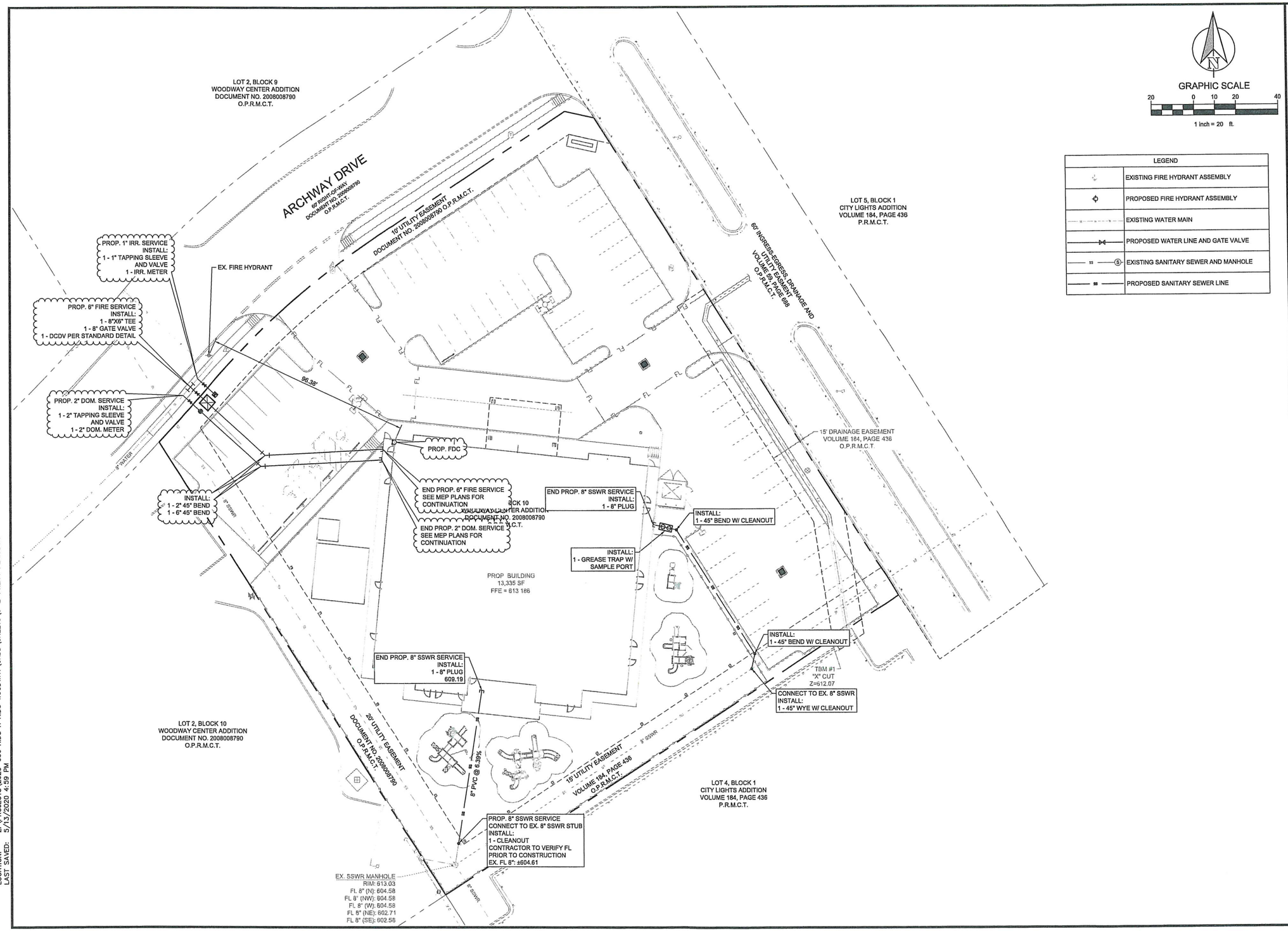

LEGEND	
	EXISTING FIRE HYDRANT ASSEMBLY
	PROPOSED FIRE HYDRANT ASSEMBLY
	EXISTING WATER MAIN
	PROPOSED WATER LINE AND GATE VALVE
SS	EXISTING SANITARY SEWER AND MANHOLE
SS	PROPOSED SANITARY SEWER LINE

TEXAS FIRM #14199

CLAYMOORE ENGINEERING
1905 CENTRAL DR, SUITE #400
BEDFORD, TEXAS 76021
817-607-0142
WWW.CLAYMOORECONSULTANTS.COM

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CLAYMOORE ENGINEERING
ENGINEERING AND PLANNING CONSULTANTS
Engineer: CLAY CRISTY
P.E. No. 109800 Date 5/14/2020

KIDS R KIDS
100 ARCHWAY DR.
WOODWAY, TX 76712

No.	DATE	REVISION	BY

UTILITY PLAN

DESIGN:	CWP
DRAWN:	CWP
CHECKED:	CLC
DATE:	5/13/2020

SHEET
C-2

File No: 2020-050

PLOTTED BY: CURTIS PETERS
PLOT DATE: 5/14/2020 4:18 PM
LOCATION: Z:\PROJECTS\2020-050 KIDS R KIDS WOODWAY\CADD\SHEETS\C-2 UTILITY PLAN.DWG
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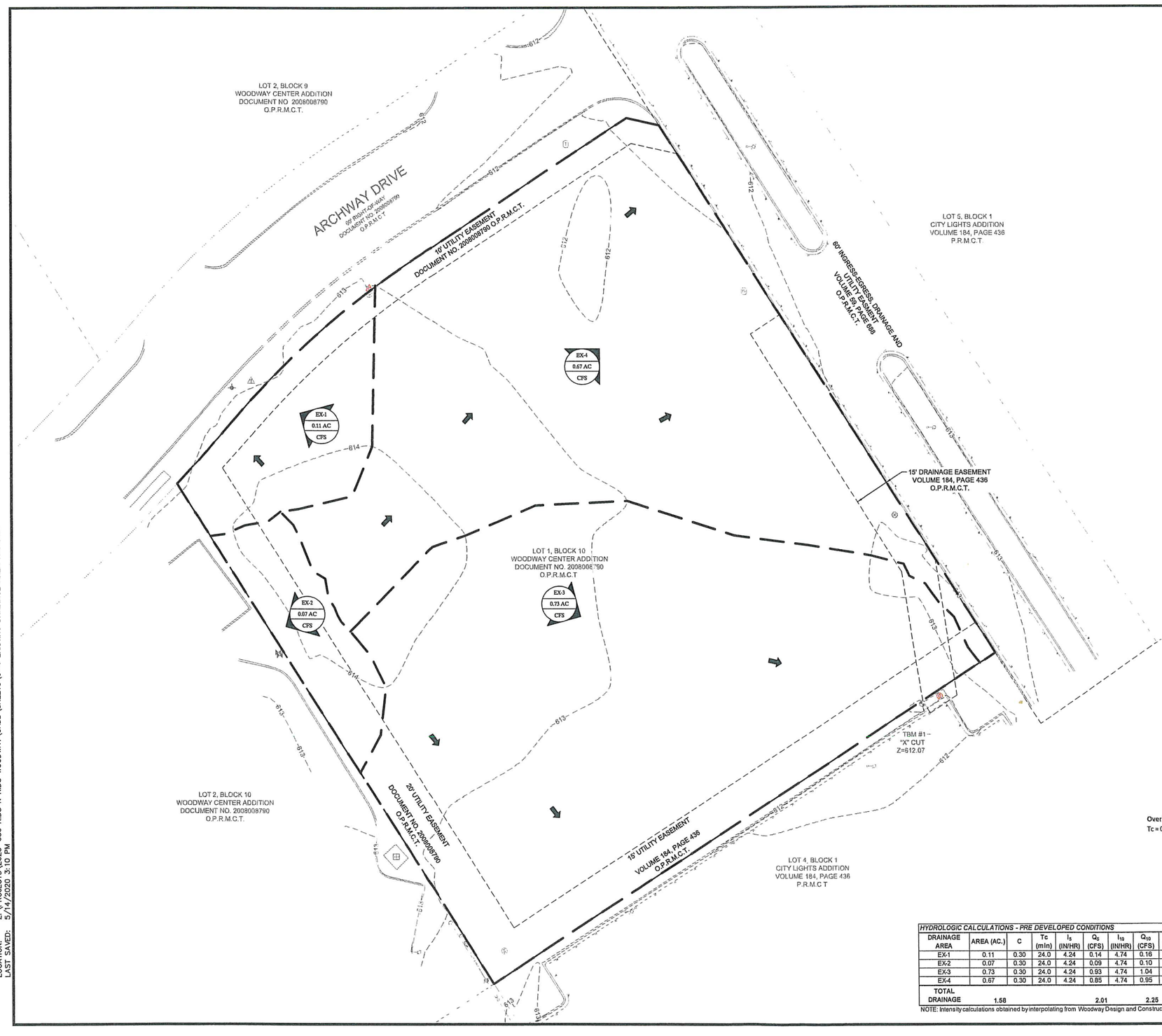

GRAPHIC SCALE

20 0 10 20 40

1 inch = 20 ft.

LEGEND	
# / AC / CFS	DRAINAGE AREA LABEL DRAINAGE AREA (AC) FLOW QUANTITY (CFS)
	DIRECTION OF FLOW
	DRAINAGE AREA BOUNDARY

FLOODPLAIN NOTE

ACCORDING TO MAP NO. 48309C0364C, DATED 9/26/2008 OF THE NATIONAL FLOOD INSURANCE PROGRAM MAP, FLOOD INSURANCE RATE MAP OF MCLENNAN COUNTY, TEXAS, FEDERAL EMERGENCY MANAGEMENT AGENCY, FEDERAL INSURANCE ADMINISTRATION, THIS PROPERTY IS WITHIN ZONE "X", (AREAS DETERMINED TO BE OUTSIDE OF 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.

Time of Concentration

EX -1 Undeveloped Tract

Total Length of Flow = 235 ft

Overland Flow (1st 300 ft.)

Tc = 0.007(nL)^.8/(P2^0.5*s^0.4)

n = 0.15 grass
L = 235
P2 = 3.8
s = 0.010

Tc = 0.40 Hours
Tc = 23.9 Minutes

Mannings Number
Concrete = 0.013
Grass = 0.15
Average Slope = 0.96%

HYDROLOGIC CALCULATIONS - PRE DEVELOPED CONDITIONS

DRAINAGE AREA	AREA (AC.)	C	Tc (min)	I_5 (IN/HR)	Q_5 (CFS)	I_{10} (IN/HR)	Q_{10} (CFS)	I_{25} (IN/HR)	Q_{25} (CFS)	I_{100} (IN/HR)	Q_{100} (CFS)	REMARKS
EX-1	0.11	0.30	24.0	4.24	0.14	4.74	0.16	5.47	0.18	6.62	0.22	DRAINS TO ARCHWAY DRIVE
EX-2	0.07	0.30	24.0	4.24	0.09	4.74	0.10	5.47	0.11	6.62	0.14	DRAINS TO LOW POINT SW OF PROPERTY
EX-3	0.73	0.30	24.0	4.24	0.93	4.74	1.04	5.47	1.20	6.62	1.45	DRAINS TO LOW POINT SE OF PROPERTY
EX-4	0.67	0.30	24.0	4.24	0.85	4.74	0.95	5.47	1.10	6.62	1.33	DRAINS TO LOW POINT NE OF PROPERTY
TOTAL DRAINAGE	1.58					2.01		2.25		2.59		3.14

NOTE: Intensity calculations obtained by interpolating from Woodway Design and Construction Standards Table 4-5

TEXAS FIRM #14199

CLAYMOORE ENGINEERING

1903 CENTRAL DR, SUITE #406
BEDFORD, TEXAS 76021
PHONE: 817.283.0204
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ENGINEERING AND PLANNING CONSULTANTS
Engineer: CLAY CRISTY
P.E. No. 109800 Date 5/14/2020

KIDS R KIDS
100 ARCHWAY DR.
WOODWAY, TX 76712

No.	DATE	REVISION	BY

EXISTING DRAINAGE AREA MAP

DESIGN:	CWP
DRAWN:	CWP
CHECKED:	CLC
DATE:	5/14/2020

SHEET
C-4

File No: 2020-050

PLOTTED BY: CURTIS PETERS
PLOT DATE: 5/14/2020 4:18 PM
LOCATION: Z:\PROJECTS\2020-050 KIDS R KIDS WOODWAY\CADD\SHEETS\C-4 EXISTING DRAINAGE AREA MAP.DWG
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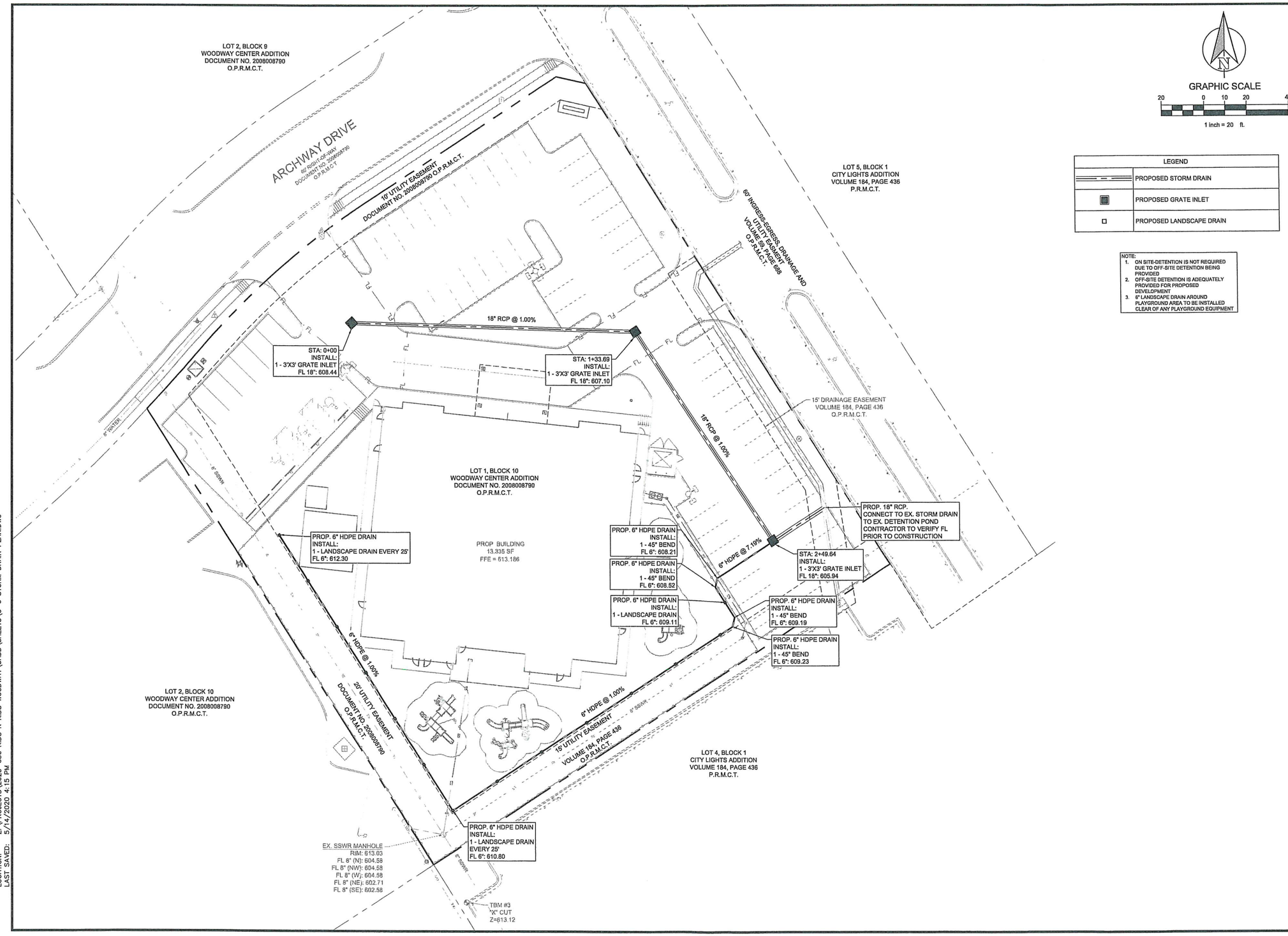

LEGEND	
	PROPOSED STORM DRAIN
	PROPOSED GRATE INLET
	PROPOSED LANDSCAPE DRAIN

NOTE:
1. ON SITE-DETENTION IS NOT REQUIRED DUE TO OFF-SITE DETENTION BEING PROVIDED
2. OFF-SITE DETENTION IS ADEQUATELY PROVIDED FOR PROPOSED DEVELOPMENT
3. 6" LANDSCAPE DRAIN AROUND PLAYGROUND AREA TO BE INSTALLED CLEAR OF ANY PLAYGROUND EQUIPMENT

TEXAS FIRM #14199
CLAYMOORE ENGINEERING
1900 CENTRAL DR, SUITE A406
BEDFORD, TEXAS
PHONE: 817.281.0574
WWW.CLAYMOOREENGINEERING.COM

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Engineer: CLAY CRISTY
P.E. No. 109800 Date 5/14/2020

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100 ARCHWAY DR.
WOODWAY, TX 76712

No.	DATE	REVISION	BY

STORM DRAIN PLAN

DESIGN:	CWP
DRAWN:	CWP
CHECKED:	CLC
DATE:	5/14/2020

SHEET
C-6

File No: 2020-050

PLOTTED BY: CURTIS PETERS
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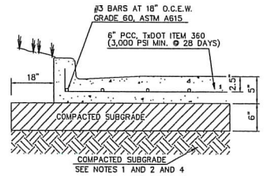
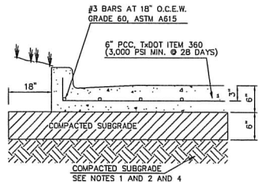


LIGHT DUTY CONCRETE PAVING

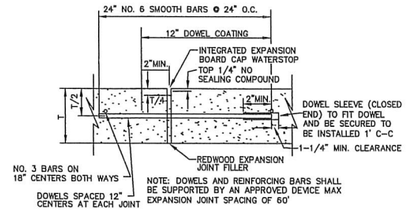


HEAVY DUTY CONCRETE PAVING

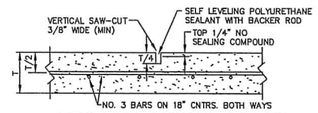
GENERAL PAVING NOTES

1. FOR PREPARATION OF PAVEMENT SUBGRADE, FILL PLACED BELOW FINISHED SUBGRADE ELEVATION IN FILL AREAS IN ALL AREAS TO BE PAVED SHALL BE COMPACTED TO A MINIMUM OF 95% OF STANDARD PROCTOR DENSITY, WITH A MOISTURE CONTENT RANGING FROM OPTIMUM TO 4% ABOVE OPTIMUM.
2. PROOFROLL WITH A 25 TON RUBBER TIRE VEHICLE AND REPAIR SUBGRADE DEFICIENCIES.
3. CONCRETE SHALL HAVE A MINIMUM 3,000 PSI COMPRESSIVE STRENGTH AT 28 DAYS. JOINTS IN CONCRETE PAVING SHALL BE FORMED AT A MAXIMUM OF 15 FEET. CONCRETE SHALL INCLUDE AIR ENTRAINMENT FROM 3% TO 6%. ALL OTHER JOINT SPACING SHALL BE INSTALLED PER PROJECT SPECIFICATIONS.
4. SUBGRADE BASE MATERIAL SHALL BE SCARIFIED AND RECOMPACTED TO A MINIMUM OF 95 PERCENT STANDARD PROCTOR DENSITY, AT OR ABOVE OPTIMUM MOISTURE.
5. REFERENCE GEOTECHNICAL REPORT G080423, DATED MAT 23, 2008, PREPARED BY ALPHA TESTING.

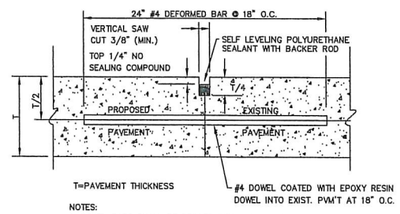
PAVING DETAILS
SCALE: NONE



TRANSVERSE EXPANSION/ ISOLATION JOINT DETAIL
SCALE: NONE

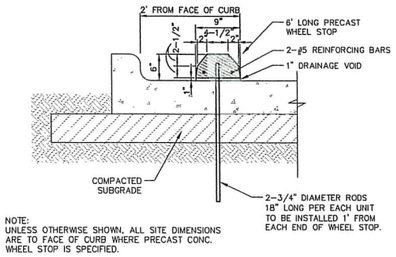


CONTRACTION JOINT DETAIL
SCALE: NONE



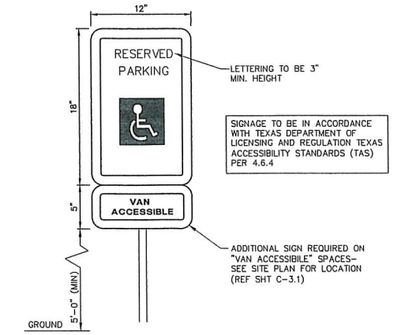
NOTES:
1. DOWEL BARS SHALL BE DRILLED INTO PAVEMENT HORIZONTALLY BY USE OF A MECHANICAL RIG. DRILLING BY HAND IS NOT ACCEPTABLE

LONGITUDINAL BUTT JOINT DETAIL
SCALE: NONE

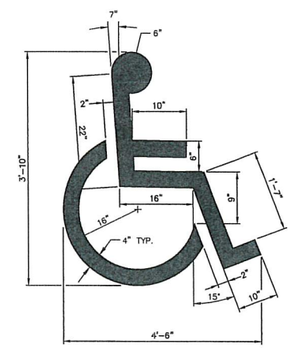


NOTE:
UNLESS OTHERWISE SHOWN, ALL SITE DIMENSIONS ARE TO FACE OF CURB WHERE PRECAST CONC. WHEEL STOP IS SPECIFIED.

PRECAST CONCRETE WHEEL STOP DETAIL
N.T.S.

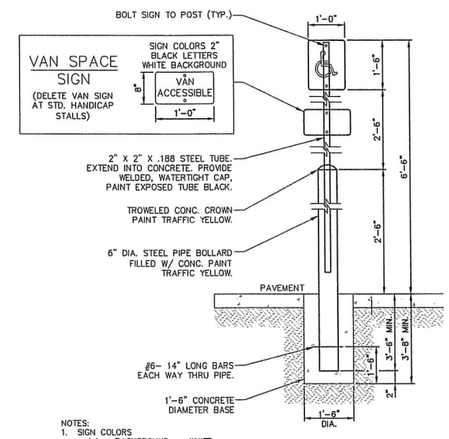


DISABLED SIGN DETAIL
N.T.S.



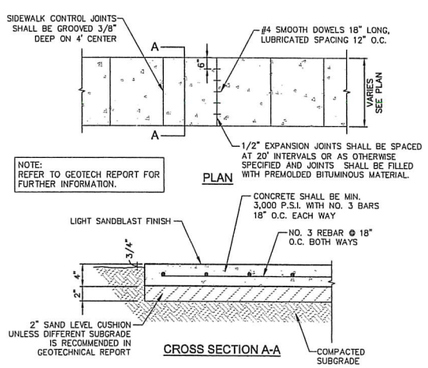
NOTE:
1. ALL TRAFFIC MARKINGS TO BE THERMOPLASTIC AS PER DIMENSIONS SHOWN.

HANDICAPPED PARKING SYMBOL DETAIL



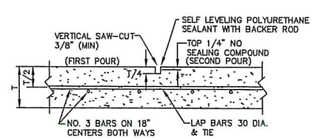
NOTES:
1. SIGN COLORS
   1.1. BACKGROUND: WHITE
   1.2. SYMBOL: BLUE
2. PROVIDE SIGNAGE AT END OF STALL AT LOCATIONS W/ ACCESSIBLE DESIGNATION TO ACT AS BUMPER STOP.
3. 1'-0"x1'-6"x .080" ALUM. HANDICAPPED PARKING SIGN. SIGN TO READ "RESERVED PARKING" W/ IDENTIFICATION SYMBOL. BOLT TO STEEL TUBE W/ 3/8" CADMIUM PLATED BOLTS, NUTS & WASHERS.
4. HANDICAP SIGNAGE TO BE IN ACCORDANCE WITH TEXAS DEPARTMENT OF LICENSING AND REGULATION TEXAS ACCESSIBILITY STANDARDS (TAS) PER 4.6.4

"HANDICAPPED PARKING" SIGN POST DETAIL
N.T.S.

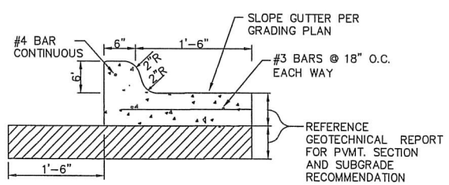


NOTE:
REFER TO GEOTECH REPORT FOR FURTHER INFORMATION.

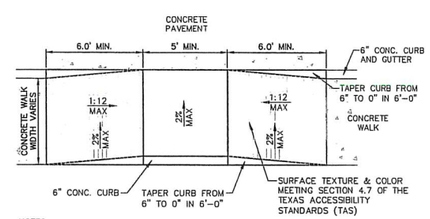
CONCRETE SIDEWALK DETAIL
N.T.S.



CONSTRUCTION JOINT DETAIL
SCALE: NONE



CONCRETE CURB AND GUTTER DETAIL
SCALE: NONE



NOTES:
1. ALL HANDICAPPED SIGNAGE AND MARKINGS TO BE IN ACCORDANCE WITH FEDERAL STATE AND AND LOCAL REGULATIONS.
2. MAXIMUM SLOPE FOR HANDICAPPED ACCESSIBLE PATHS ARE 5% WITH A MAXIMUM CROSS FALL SLOPE OF 2%. THE FIRST FIVE FEET FROM THE DOOR IS NOT TO EXCEED 2% IN ANY DIRECTION.
3. TAPERED CURB AND GUTTER SECTION. MAINTAIN GUTTER FLOWLINE AS REQUIRED.
4. RAMP SHALL BE CONSTRUCTED OF 4" THICK, 3000 PSI CONCRETE WITH 6"x6" W2.9xW2.9 WELDED WIRE REINF.

NOTE:
REFER TO GEOTECH REPORT FOR FURTHER INFORMATION.

ACCESS RAMP DETAIL
N.T.S.

PLOTTED BY: CURTIS PETERS
PLOT DATE: 5/14/2020 4:18 PM
LOCATION: Z:\PROJECTS\2020-050 KIDS R KIDS WOODWAY\CADD\SHEETS\C-7 PRIVATE CONSTRUCTION DETAILS.DWG
LAST SAVED: 5/14/2020 4:03 PM

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CLAYMOORE ENGINEERING
1905 CENTRAL DR, SUITE #400
BEDFORD, TX 76022
PHONE: 817.281.0574
WWW.CLAYMOORE.COM

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Engineer: CLAY CRISTY
P.E. No. 109800 Date 5/14/2020

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100 ARCHWAY DR.
WOODWAY, TX 76712

No.	DATE	REVISION	BY

PRIVATE CONSTRUCTION DETAILS

DESIGN:	CWP
DRAWN:	CWP
CHECKED:	CLC
DATE:	5/14/2020

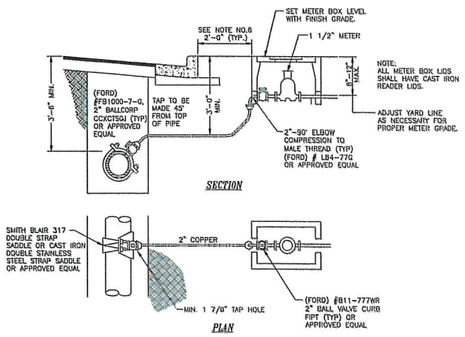
SHEET
C-7

File No: 2020-050

W-14A

NOTES:
1. STANDARD METER BOX FOR 3/4" AND 1" METERS IS A CARSON 1017 12" INVERTED BOX WITH PLASTIC LID AND A CAST IRON READER LID, OR APPROVED EQUAL.

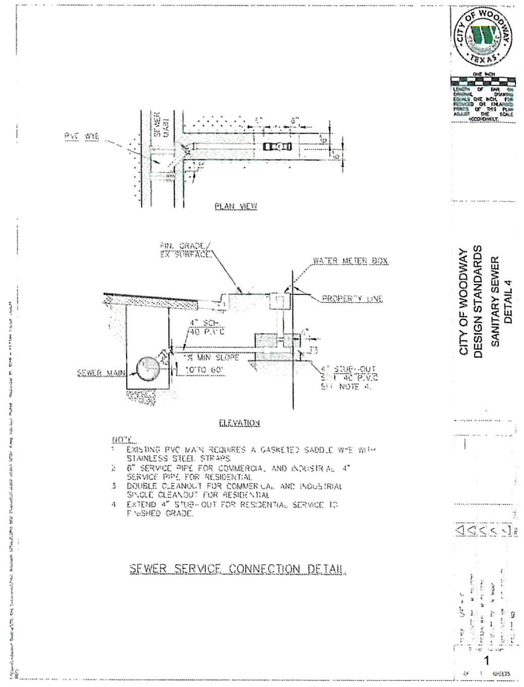
   WITH PRIOR APPROVAL FROM THE CITY, A METER MAY BE LOCATED IN AN AREA EXPOSED TO TRAFFIC. IN THIS CASE OUR STANDARD BOX FOR METERS OF THESE SIZES IS AN OLDCASTLE SERIES 38 METER BOX WITH CAST IRON HINGED LID, OR APPROVED EQUAL.
2. THE STANDARD METER BOX FOR 1 1/2" METERS IS AN OLDCASTLE SERIES 65 METER BOX WITH CAST IRON HINGED LID, OR APPROVED EQUAL.
3. METERS 2" AND LARGER WILL BE INSTALLED IN A CONCRETE VAULT.
4. WHERE METER BOX IS EXPOSED TO TRAFFIC, OR IN SIDEWALK USE CONCRETE BOX WITH CONCRETE TRAFFIC COVER AND CAST IRON READER LID.
5. NO SWEATED JOINTS, GALVANIZED OR P.V.C., WILL BE ACCEPTED. BRASS AND COPPER ONLY, THREADED OR COMPRESSION COUPLINGS.
6. THE METER IS TO BE LOCATED AS CLOSE TO THE MAIN AS POSSIBLE. (MIN. 2'-0" CLEARANCE). LOCATIONS SHOULD BE REVIEWED BY THE INSPECTOR ASSIGNED TO THE PROJECT FROM THE CITY OF WACO. VARIATIONS MAY BE APPROVED ON A CASE BY CASE BASIS ONLY.



TYPICAL COMMERCIAL OR LARGE RESIDENTIAL - METER SERVICE CONNECTION
(NO SCALE)

ENGINEERING SERVICES

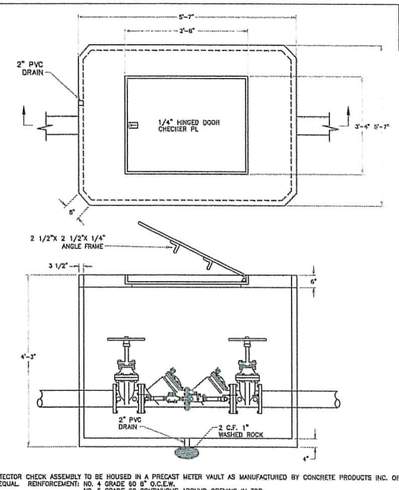
NO.	REVISIONS	BY	DATE	DATE PLAN REVIEWED BY
E1	ISSUED FOR	BS	09/23/2014	DATE 09/09/2014
E2	ADD NOTE TO 2"-6" CONCRETE BOTTOM PLACE GRADE TO CONTRACTOR	BS	09/26/2014	
E3	UPDATED	BS	09/29/2014	
E4	UPDATED	JC	02/10/2015	



SEWER SERVICE CONNECTION DETAIL

CITY OF WOODWAY DESIGN STANDARDS SANITARY SEWER DETAIL 4

W-12

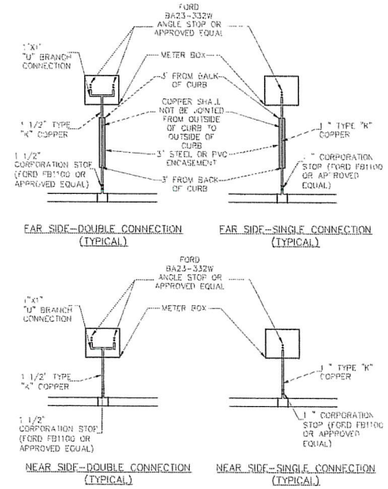


1. DOUBLE DETECTOR CHECK ASSEMBLY TO BE HOUSED IN A PRECAST METER VAULT AS MANUFACTURED BY CONCRETE PRODUCTS INC. OR APPROVED EQUAL. REINFORCEMENT: NO. 4 GRADE 60 8" O.C.E.W. NO. 5 GRADE 60 CONTINUOUS AROUND OPENING IN TOP
2. ASSEMBLIES 2" AND SMALLER SHALL HAVE AT LEAST A 6" CLEARANCE BELOW AND ON BOTH SIDES OF THE ASSEMBLY. ALL ASSEMBLIES LARGER THAN 2" SHALL HAVE A MINIMUM CLEARANCE OF 12" ON THE BACK SIDE, 24" ON THE TEST PORT SIDE, & 12" BELOW THE ASSEMBLY.
3. ALL TEST PORTS SHALL FACE UPWARD AND SHALL HAVE PROTECTIVE CAPS.
4. UPON INSTALLATION, ASSEMBLY MUST BE TESTED BY CERTIFIED TESTER AND RESULTS FURNISHED TO THE CITY OF WACO, UTILITY DEPARTMENT. TEST RESULTS SHALL BE FURNISHED BY OWNER ON ANNUAL BASIS.
5. ALL NEW FIRE LINE SERVICES, AND THOSE ENCOUNTERED IN A CONSTRUCTION PROJECT SHALL HAVE INSTALLED A BACKFLOW DEVICE BASED ON THE DEGREE OF HAZARD. THE AUXILIARY LINE SHALL CONSIST OF AN APPROVED BACKFLOW PREVENTER AND WATER METER.

DOUBLE CHECK VALVE VAULT
(NO SCALE)

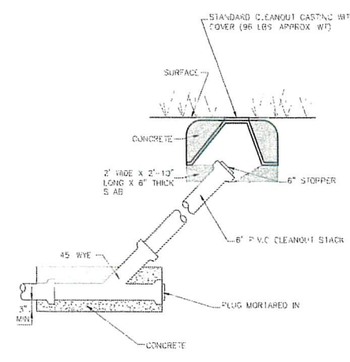
ENGINEERING SERVICES

NO.	REVISIONS	BY	DATE	DATE PLAN REVIEWED BY
S1	ISSUED FOR	BS	09/23/2014	DATE 09/09/2014
S2	REVISED FOR	BS	02/12/2015	



WATER SERVICE INSTALLATION DETAIL

CITY OF WOODWAY DESIGN STANDARDS WATER DETAIL 3



CLEANOUT DETAILS

CITY OF WOODWAY DESIGN STANDARDS SANITARY SEWER DETAIL 3

PLOTTED BY: CURTIS PETERS
PLOT DATE: 5/14/2020 4:19 PM
LOCATION: Z:\PROJECTS\2020-050 KIDS R KIDS WOODWAY\CADD\SHEETS\C-8 CITY STANDARD DETAILS.DWG
LAST SAVED: 5/14/2020 4:03 PM

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CLAYMOORE ENGINEERING
1600 CENTRAL DR, SUITE 640
BEDFORD, TEXAS 76022
PHONE: 817.281.0570
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P.E. No. 109800 Date 5/14/2020

KIDS R KIDS
100 ARCHWAY DR.
WOODWAY, TX 76712

No.	DATE	REVISION	BY

CITY STANDARD DETAILS

DESIGN:	CWP
DRAWN:	CWP
CHECKED:	CLC
DATE:	5/14/2020

SHEET
C-8

File No: 2020-050

ITEM # 5

CITY COUNCIL AGENDA ITEM FORM

Meeting Date: July 13, 2020

Prepared By: Dr. Lenny Caballero

Approved By: _____

- ☐ Presentation, Report and/or Discussion Only
- ☐ Public Hearing/Related Action
- ■ Individual Discussion/Action
- ☐ Consent
- ☐ Executive Session

Caption:

Discuss and consider action on Resolution R-20-11 adopting and executing a professional services agreement with the Texas Coalition for Affordable Power (TCAP) Strategic Hedging Program (SHP) and Gexa Energy for the purchase of electricity to be provided on and after January 1, 2023.

Background Information:

In 2016, the City Council adopted Resolution R-16-05 authorizing the Texas Coalition for Affordable Power, Inc, (TCAP) to negotiate a Commercial Electricity Agreement between Gexa Energy and the City of Woodway until December 31, 2022; the resolution also authorized TCAP to act as an agent on behalf of the City; and authorized the TCAP Executive Director to execute an electric supply agreement for deliveries of electricity.

Attached is a presentation from TCAP explaining the recommended process and benefits.

Financial Impact:

Total of proposed expenditure: N/A
Amount budgeted:
Account number:
If not budgeted, other funding options:

Staff Recommendation:

Adopt and execute Resolution R-20-11 allowing the City to enter into a professional services agreement with the Texas Coalition for Affordable Power (TCAP) Strategic Hedging Program (SHP) and Gexa Energy for the purchase of electricity to be provided on and after January 1, 2023.

TCAP's SHP Procurement Program

The Future of TCAP Energy

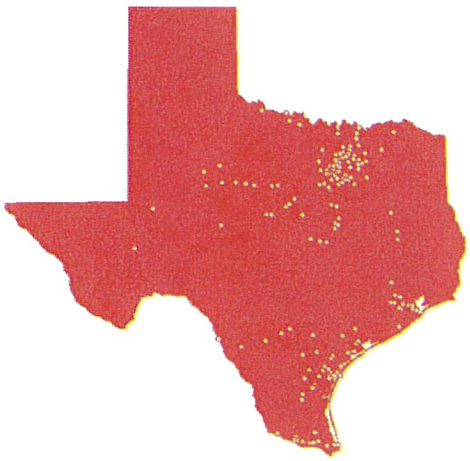
Texas Coalition for Affordable Power

2020

CONFIDENTIAL

1

Who is TCAP?



165 Members

89 Members – North Zone
53 Members – South Zone
11 Members – West Zone
12 Members – Houston Zone

CAPP + STAP = TCAP

- 2002 –Deregulated retail electric market
- Cities Aggregation Power Project (CAPP) was formed with 82 political subdivisions mainly in North Texas
- Woodway was a founding member of CAPP
- South Texas Aggregation Project (STAP) was formed with 41 political subdivisions in South Texas
- CAPP and STAP used the same consultants/general counsel
- CAPP merged with STAP in January 2011 for efficiencies

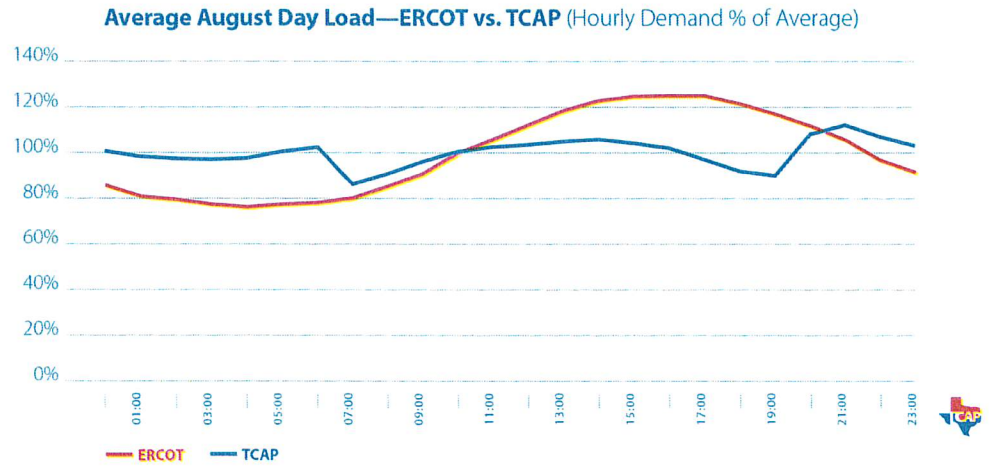
TCAP Board

Place 1- Sugar Land (Houston)	Place 2 – Corpus Christi (South)	Place 3 – Victoria (South)	Place 4 – Wichita Falls (North)	Place 5 – Lewisville (North)
Place 6- McAllen (South)	Place 7 – Duncanville (North)	Place 8 – Kingsville (South)	Place 9 – Brownwood (North)	Place 10 – Bishop (South)
Place 11 – Rockport (South)	Place 12 – North Richland Hills (North)	Place 13- Odessa (West)	Place 14 – Tomball (Houston)	Place 15 – Grand Prairie (North)

Large Members | Medium Members | Small Members | At Large

WHY TCAP?

- Non-profit organization
- Pool energy to negotiate low rates

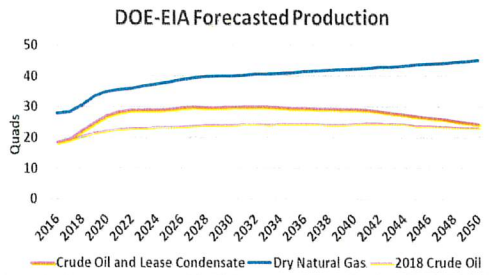


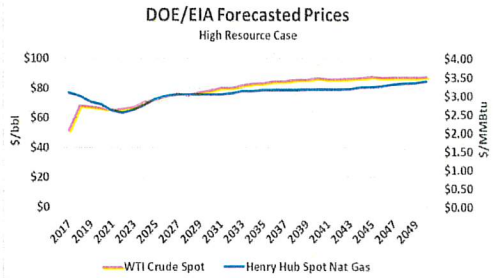
Future Contract

- Current Contract ends December 2022
- TCAP has developed a new procurement option
- Meeting with our members
- The new method should eliminate timing the market to get the best price

U.S. Energy Future is Bright

World's Largest Producer of Oil and Natural Gas





Positive Supply Outlook

DOE Production Estimate Through 2050 Show a Well Supplied Market

Stable Price Outlook

Actual Natural Gas and Oil Spot Prices Currently Lower than Projected Prices

Source: DOE/EIA AEO 2019/2018

CONFIDENTIAL

7

Key Energy Market Indicators

- **U.S. Energy Markets Should Be Well Supplied In Coming Years**
  - Dept of Energy Predicts Abundant Supplies and Stable to Declining Prices for Oil and Natural Gas
  - Electric Markets Also Predicted to be Stable
- **Texas Electric Market Quickly Returning to Stability**
  - Short Term Volatility of Last Two Years Due to Sudden Coal Plant Retirements in Early 2018
  - Excess Generation Over Peak Usage Needs Is Improving Quickly

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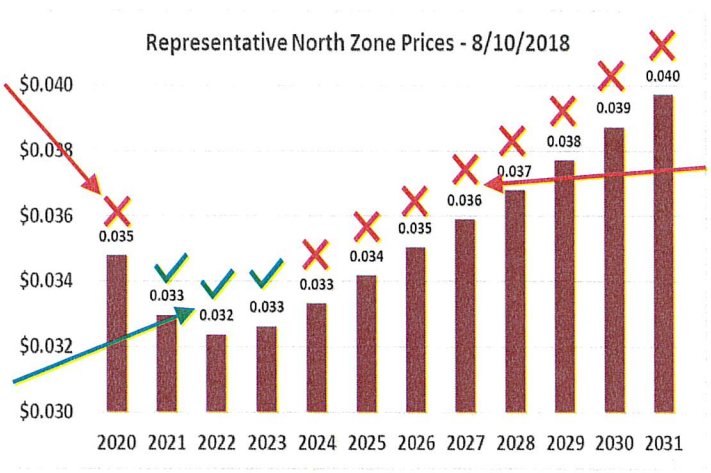
8

ERCOT Pricing Pattern Dynamics

Why Does Price Change Over Time?

Prices Often Higher in Immediate Next Year Reflecting Uncertainty Created by Current Market Problems and Issues

Market Feels Short Term Problems will be Resolved and Carrying Charges and Market Premium are Low. All Else Being Equal, a **Good Time to Buy**.



Prices Increase Over Time Reflecting Carrying Costs of Procurement for Future Needs and Risk Premiums for future market uncertainty

This Pattern Has Been in Place for at Least the Last Four Years and Reflects a Well Supplied Market

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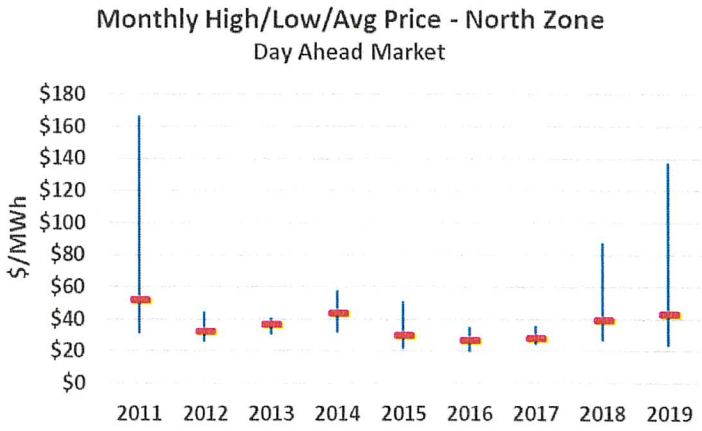
SHP - The Average Is Much More Stable



Price Range Varies Greatly by Year

But Average Pricing is Much Less Volatile

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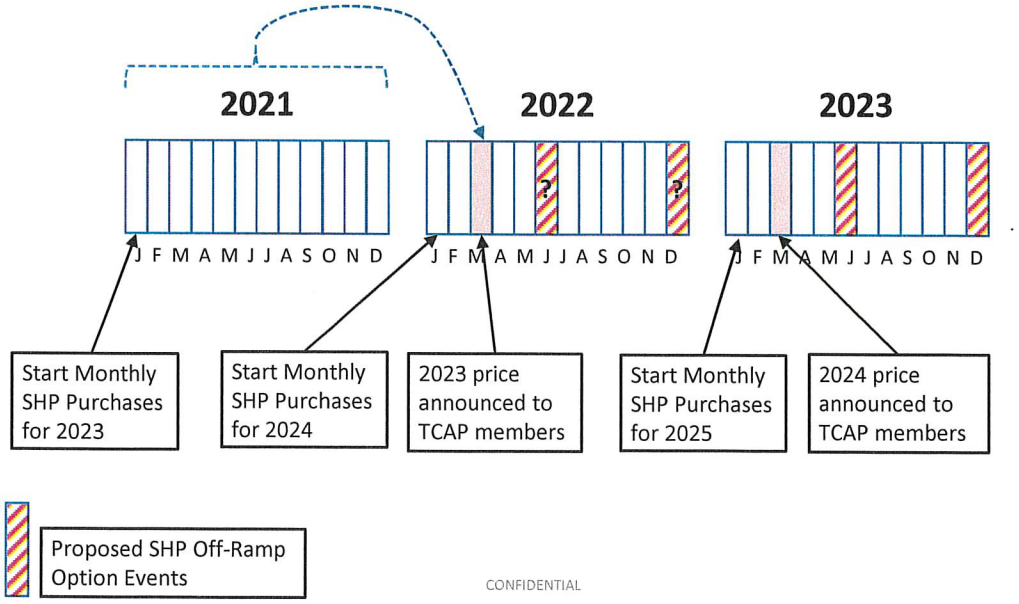
SHP Mechanics – What is Different?

- **Ultra-Competitive RFP Process for Procurement**
  - Utilizes a Pool of 20+ Vetted Creditworthy Suppliers
  - True Energy Portfolio – At Least 4 Suppliers in TCAP Portfolio at all times
  - Vetted Suppliers can be Added or Deleted as Desired
- **Periodic Procurements**
  - Multiple RFPs for Each Year's Procurement to Mitigate Price Risk
  - Avoids the "All-In" Guess of a Single Fixed Price Multi-Year Deal
  - No Need to Change REPs to Capture a Price (but can change REP if service falters)
- **Fits Member Needs**
  - **Timely** – Price known Prior to Fiscal Year Budgeting Needs
  - **Market Competitive** – Avoids Having To Explain a Long Term Out of Market Price to Citizens
  - **Flexible** – Periodic Off-Ramps Allow Member to Convert to Fixed Price if Desired
  - **Renewable –** SHP Uses RECs to Make Contract All Renewable

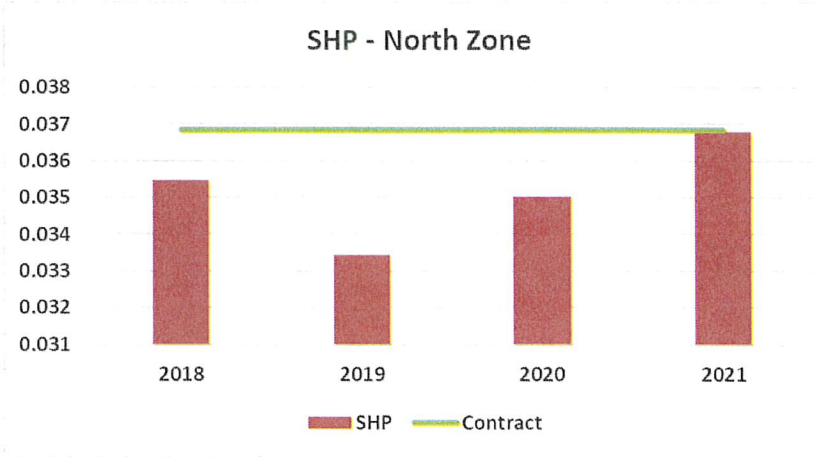
CONFIDENTIAL 11

SHP – Timeline of Future Events for 2023 Start



CONFIDENTIAL 12

Analysis Shows SHP Works



	2018	2019	2020	2021
City of Woodway	5,978	14,900	7,955	132

CONFIDENTIAL 13

Recap and SHP Advantages

- Energy Future Looks Positive – abundant supplies and stable to low prices
- SHP is a unique opportunity for TCAP members
- Structured to Buy When Price is Advantageous
  - Avoid Buyer's Remorse of the "All-In" Guess of a Long-Term Fixed Price (50% correct)
  - Avoids Carrying Charges and Risk Premiums
  - Know Future Price Prior to Budgeting
- All Renewable Contract
- SHP is flexible – Adaptable and Can Convert to Fixed Price

CONFIDENTIAL 14

QUESTIONS?

CALL TCAP

Margaret Somereve
msomereve@tcaptx.com
972-764-3136

CONFIDENTIAL

RESOLUTION NO. R-20-11

RESOLUTION OF THE CITY OF WOODWAY TEXAS, ADOPTING TCAP'S PROFESSIONAL SERVICES AGREEMENT AND GEXA ENERGY'S COMMERCIAL ELECTRIC SERVICE AGREEMENT FOR POWER TO BE PROVIDED ON AND AFTER JANUARY 1, 2023

WHEREAS, the City of Woodway, Texas is a member of Texas Coalition For Affordable Power, Inc. ("TCAP"), a non-profit, political subdivision corporation of the State of Texas; and

WHEREAS, TCAP has previously arranged for the City to purchase power through Gexa Energy with a contract set to expire December 31, 2022; and

WHEREAS, TCAP has designed a new procurement strategy that will involve TCAP initially committing to purchase power two years in advance of delivery on behalf of its members who desire participation in a Strategic Hedging Program ("SHP") that will involve a series of monthly competitive auctions; and

WHEREAS, TCAP has prepared a Professional Services Agreement ("PSA"), attached as Exhibit A, that, in addition to enumerating services and benefits to members of TCAP, provides TCAP with specific authority to procure power in the wholesale market on behalf of members who choose to participate in the SHP; and

WHEREAS, approval of the PSA is a necessary, but not sufficient, prerequisite to participation in the SHP; and

WHEREAS, the PSA is a relational contract that defines services provided by TCAP to members regardless of whether a member decides to commit to the SHP; and

WHEREAS, the industry-standard retail contract is a Commercial Electric Service Agreement ("CESA") offered by a Retail Electric Provider ("REP"); and

WHEREAS, TCAP has negotiated modifications to the current CESA between the City and Gexa Energy to reflect participation in the SHP; and

WHEREAS, the CESA that will facilitate participation in the SHP effective for power deliveries in and beyond 2023 (attached as Exhibit B) will need to be approved and signed prior to October 1, 2020; and

WHEREAS, the City desires to participate in the SHP.

THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WOODWAY, TEXAS:

SECTION 1. That the City Manager is authorized to sign Exhibit A, TCAP's Professional Services Agreement, and Exhibit B, Gexa Energy's CESA, and send the agreements to TCAP, 15455 Dallas Parkway, Ste 600, Addison, TX 75001.

PASSED AND APPROVED this 13th day of July, 2020.

_____
Jane Kittner, Mayor

ATTEST:

_____
Donna Barkley, City Secretary

Exhibit A

PROFESSIONAL SERVICES AGREEMENT BETWEEN

THE CITY OF WOODWAY AND TEXAS COALITION FOR AFFORDABLE

POWER, INC.

This Professional Services Agreement ("AGREEMENT") is made and entered by and between Texas Coalition for Affordable Power, Inc. ("TCAP"), a non-profit, political subdivision corporation, and the City of Woodway ("MEMBER"), a TCAP member.

SECTION 1 DURATION:
This AGREEMENT becomes effective as of signing by MEMBER and shall remain effective as long as MEMBER is being served by TCAP and MEMBER's electric load included in a current TCAP procurement.

SECTION 2 PURPOSE OF AGREEMENT:
The purpose of this AGREEMENT is to define services and obligations of TCAP to MEMBER and obligations of MEMBER to TCAP and other members. In furtherance of this AGREEMENT, MEMBER will enter into a Commercial Electric Service Agreement ("CESA") with a retail electric provider ("REP") selected by TCAP pursuant to the terms set forth herein; provided that nothing in this AGREEMENT is intended to alter the price or other terms of MEMBER's current CESA in effect through December 31, 2022.

SECTION 3 OBLIGATIONS OF TCAP TO MEMBER:
MEMBER authorizes TCAP to contract for the purchase of energy for MEMBER in the wholesale market from an energy manager selected by TCAP ("Energy Manager") and to select an acceptable, cost-beneficial REP to serve MEMBER's electric accounts. TCAP shall provide procurement services, which services shall consist of securing wholesale power for MEMBER through an alternative procurement strategy, such as TCAP's Strategic Hedging Program ("SHP"), as may be authorized and defined by TCAP's Board of Directors. MEMBER may elect to consider fixed-price, fixed-term offers for wholesale power supply, such election to be communicated to TCAP separately in writing by providing an Authorized Election Form to TCAP, the form of which has been attached to this AGREEMENT as Exhibit A. If MEMBER has provided to TCAP an Authorized Election Form, TCAP's procurement services to MEMBER shall also consist of arranging fixed-price, fixed-term offers to MEMBER following solicitation of competitive offers. TCAP consultants and attorneys will negotiate terms and conditions of all contracts, monitor performance of Energy Managers and REPs, work to avoid and remedy problems that may be encountered by MEMBER where possible, assist MEMBER with wires company issues, and represent MEMBER in energy related matters before State agencies, the courts or legislature. TCAP will provide additonal customer services to MEMBER that are defined in SECTION 5.

SECTION 4 OBLIGATIONS AND RIGHTS OF MEMBER:
MEMBER will honor the terms of its CESA and promptly pay or promptly dispute invoices from its REP. MEMBER will comply with the confidentiality and non-disclosure obligations contained in its CESA and Section 7 of this AGREEMENT. MEMBER will designate one or more individuals to receive notices and updates from TCAP and will promptly update contact information. MEMBER will pay aggregation fees to support the non-profit functions of TCAP assessed annually by the TCAP Board of Directors and recovered as part of the energy charges paid to REP. Also, MEMBER will pay or receive refunds equal to the Quarterly Adjustment and the Annual Adjustment mutually agreed upon by TCAP and the Energy Manager to address certain variable costs and charges, including costs imposed by ERCOT, such payment or receipt of funds subject to the reserve account as further described herein. TCAP members will fund, and TCAP will maintain and administer, a reserve account to facilitate the reconciliation of any Quarterly Adjustments or Annual Adjustments by collecting any excess amounts paid and/or paying any deficient amounts incurred (as possible). The reserve account balance will be maintained at a minimum level to cover anticipated future needs for up to two (2) years. The TCAP Board may vote to refund to members amounts in excess of future anticipated needs. Any monies remaining in the reserve account at the dissolution of TCAP will be refunded to current membership at the time of dissolution. TCAP is owned and controlled by its members and is governed by a Board of Directors consisting of employees or elected officials of members. Consistent with TCAP's Bylaws, each MEMBER has a right to nominate its representative to serve on the Board of Directors and has a right to vote in annual elections of Board members. MEMBER has a right to attend or monitor each Board meeting. TCAP has a financial audit performed each year and MEMBER has a right to a copy of the annual audit upon request.

SECTION 5 TCAP SERVICES TO MEMBER:

A. Procurement of Energy Supplies and REP Services

1. TCAP Procurement Services and Capabilities

TCAP will assist prospective members in reviewing market conditions and in estimating the most price opportune time to contract for energy supplies. TCAP will work with MEMBER to achieve a competitive price that balances supply security and risk tolerance while maintaining superior billing and customer services. As a political subdivision corporation, offering electricity procurement to political subdivisions, TCAP has the ability to procure wholesale energy supplies and REP services separately to secure the most effective combination of competitively priced energy supplies and superior billing and customer services. TCAP may utilize either wholesale or retail sources of power, or some combination of both. TCAP may utilize multiple suppliers with different generation resources. TCAP will solicit bids from multiple sources for energy supplies. TCAP aggregates the load of all members to maximize clout in negotiating contract terms. TCAP's objective in negotiations with suppliers is to continue obtaining favorable terms

regarding band widths for annual usage based on total load of all members (rather than based on MEMBER's individual load) and to minimize fees for adding or deleting accounts. TCAP will monitor the wholesale and retail markets for favorable hedging opportunities. TCAP will also monitor, evaluate and issue requests for proposals for power development opportunities beneficial to its MEMBERS, including renewable projects (each, a "Power Project").

2. MEMBER Procurement Options

If MEMBER elects a fixed-price contract for a fixed period by submitting an Authorized Election Form, TCAP will function as MEMBER'S agent in the wholesale energy marketplace in soliciting, evaluating and negotiating each such fixed-price contract. Absent an election, MEMBER shall participate in other procurement strategy options offered by TCAP, such as TCAP's SHP, and TCAP will function as MEMBER's electric energy procurer. As such, TCAP will (i) oversee the Energy Manager, (ii) will direct the Energy Manager to solicit wholesale energy market quotes, (iii) will cause the Energy Manager to transact at the most favorable executable market quotes and (iv) will negotiate and develop the Energy Price in MEMBER'S CESA (the "CESA Energy Price"). The CESA Energy Price shall be developed and agreed upon by TCAP, the Energy Manager and the REP and shall include the wholesale energy market transactions as well as Energy Manager's estimate of any non-fixed charges, including zonal congestion charges, ancillaries service charges, and other charges in connection with MEMBER'S load. If MEMBER elects to purchase power from a Power Project solicited and chosen by TCAP via a competitive RFP process (or other similar process), TCAP will function as MEMBER'S electric energy procurer, and will direct the Energy Manager to include the value of the power procured from such projects in the development of MEMBER'S CESA price.

B. Customer and Billing Services Provided by TCAP

1. REP Portal

TCAP consultants oversee the development and presentation of the REP's portal for TCAP members; the REP will be responsible for operation of the portal. TCAP provides training and assistance regarding portal use.

2. REP Customer Service

TCAP negotiates with the REP regarding service standards and annually reviews REP performance. TCAP maintains a right to replace a REP for unsatisfactory performance without affecting the price of wholesale power, so long as the replacement REP has a credit rating acceptable to the Energy Manager. TCAP continuously monitors customer billings and will alert both the REP and MEMBER, when appropriate, of any billing errors and the adjustments needed to ensure accurate and reliable billings to MEMBER. TCAP will advocate on behalf of MEMBER when needed to resolve billing or customer service issues.

TCAP will review customer billings and make MEMBER aware of inactive accounts that MEMBER may be able to disconnect to save monthly charges.

3. TCAP Assistance with Budgets and Required Filings and Assistance with TDSP Issues

TCAP monitors Public Utility Commission ("PUC") and ERCOT activity and will provide MEMBER a forecast of changes in non-by passable charges that may impact MEMBER's annual budget estimates. TCAP will prepare an annual electricity cost estimate for MEMBER. TCAP will assist MEMBER in preparation of energy related reports that may be necessary for MEMBER to file in response to legislative or agency mandates. TCAP will assist MEMBER in understanding non-bypassable charges included in REP invoices, and assist in resolving issues caused by errors of MEMBER'S Transmission and Distribution Service Provider ("TDSP" aka "wires company").

4. Information Services

TCAP maintains a member web site, www.tcaptx.com. In addition to regular blog postings on energy news relevant to MEMBER, TCAP has prepared and posted major reports on the history of deregulation in Texas and a history of ERCOT. TCAP consultants continuously monitor the Nymex gas market, ERCOT energy market, and economic conditions that may affect MEMBER, as well as activities at the PUC and ERCOT. Important trends are noted in consultant reports to the Board of Directors and are attached to Board Minutes. TCAP's Executive Director prepares and distributes a monthly newsletter and coordinates TCAP activities with various city coalitions and Texas Municipal League ("TML"). The Executive Director monthly newsletters will also include important or trending issues in the energy markets.

5. Demand Response, Distributed Generation and Cost Savings Strategy

TCAP will work with relevant service providers to make available to MEMBER competitive demand reduction programs that facilitate MEMBER's participation in TDSP and ERCOT cost reduction strategies approved by the PUC. Upon request, TCAP will monitor and evaluate demand reduction program performance metrics. TCAP will assist MEMBER in reviewing, analyzing and developing distributed generation programs that can reduce wires and energy costs and/or provide backup power to specific facilities. TCAP will assist MEMBER in meeting renewable energy goals established by MEMBER, including behind-the-meter solar projects and local wind projects.

6. Regulatory and Legislative Representation

TCAP will provide representation and advocacy services on energy issues relevant to MEMBER in regulatory and legislative areas including, but not limited to, ERCOT stakeholder meetings, PUC projects and dockets, and legislative actions.

7. Strategic Hedging

To the extent that there is sufficient interest and commitment of load of TCAP members within an ERCOT zone, and to the extent MEMBER has not elected a fixed-price contract for a fixed period, MEMBER will perpetually (subject to potential charter or ordinance constraints on length of contracts) commit to two-year participation obligations. MEMBER may terminate participation in the SHP, without energy price penalties and with minimal other termination fees, by providing sufficient notice as set forth herein (Section 6). A SHP price will be determined at least 9 months prior to the effective date of the price by averaging the winning bids from periodic competitive auctions that occur throughout the 24 months preceding the effective date. TCAP will direct Energy Manager to conduct the periodic competitive auctions. TCAP will have the right to audit the auction results. The auction process will be designed to identify competitively priced energy supplies from a variety of creditworthy suppliers, resulting in prices that are rarely, if ever, significantly above prevailing market prices and that should generally be less than pricing for long-term fixed priced contracts (when evaluated from a common contract start date and term). Designed to take advantage of the characteristics of the nation's well supplied energy markets, the SHP will also be flexible enough to respond to market changes when and if they occur in the future. Participation in the SHP may be viewed as a series of 24 -month forward year-to-year contracts for as long as desired by MEMBER. If MEMBER participates in the SHP, MEMBER agrees that TCAP is authorized to direct Energy Manager to procure electric energy in the wholesale market on MEMBER's behalf and that TCAP is authorized to commit MEMBER's load to periodic competitive auctions.

SECTION 6 MEMBER RIGHT OF TERMINATION:
A. Fixed-Term, Fixed-Price Contract

MEMBER may terminate a CESA prior to the end-of-term specified in a contract subject to payment of "Liquidated Damages" prescribed in MEMBER's CESA. If MEMBER commits to a fixed multi-year term, fixed-price contract and wants to terminate the agreement prior to the end of the fixed multi-year term, liquidated damages will be based on the differential in the price of electric energy futures contracts used to support the fixed-price agreement and the price of comparable electric energy contracts at time of termination and shall also include damages prescribed herein and in the CESA, as applicable. If electric energy prices are lower at the point of termination than they were at time of contracting, MEMBER should expect to pay energy price damages upon early termination. In any event, any termination payment will be calculated and assessed in accordance with MEMBER's CESA.

B. Strategic Hedging Program

Since the SHP is based on a series of one-year term contracts, MEMBER is entitled to exit the program so long as notice of termination can be given prior to inclusion of MEMBER's load in the competitive auction process for a future year's price. TCAP will periodically notify MEMBER of expected procurement schedules and provide no less than 90 days

prior notice of any upcoming solicitiation, and MEMBER may notify TCAP that it wants to exclude its load from the competitive auction process by giving notice at least 60 days prior to the next procurement date. Termination of involvement in SHP without appropriate notice will require calculation of damages as prescribed by CESA under Edison Electric Institute ("EEI") principles with the intent of making the REP and Energy Manager whole for the termination. Liquidated damages will be based on the differential in the price of electric energy futures contracts used to support the SHP price and the price of comparable electric energy contracts at time of termination and shall also include damages prescribed herein and in the CESA, as applicable. If electric energy prices are lower at the point of termination than they were at time of contracting, MEMBER should expect to pay energy price damages upon early termination. In any event, any termination payment will be calculated and assessed in accordance with MEMBER's CESA.

C. Participation in Power Projects

If MEMBER has chosen to purchase power from a Power Project through TCAP, in accordance with a signed Project Addendum attached to MEMBER'S CESA, MEMBER's termination rights with respect to its commitment to purchase power from the Power Project shall be contained in the Project Addendum.

SECTION 7 CONFIDENTIALITY:

MEMBER is a governmental body subject to public information laws, including Chapter 552 of the Texas Government Code. If MEMBER receives a valid request under applicable public information laws for information related to this AGREEMENT or its CESA, it shall provide TCAP notice of the request including a description the information sought prior to MEMBER's release of information so that TCAP has the opportunity to determine whether such information is subject to an exception as trade secret, competitive, comercial, or financial information. With the exception of the preceding disclosures pursuant to public information laws, a Party (that party, the "Receiving Party") shall keep confidential and not disclose to third parties any information related this AGREEMENT, except for disclosures to Authorized Parties or as otherwise required by law; and provided that MEMBER authorizes TCAP to provide Energy Manager and REP with any relevant information concerning MEMBER's account, usage and billings. The provisions of this Section 7 apply regardless of fault and survive termination, cancellation, suspension, completion or expiration of this AGREEMENT for a period of two (2) years. "Authorized Parties" means those respective officers, directors, employees, agents, representatives and professional consultants of MEMBER and TCAP and each of their respective affiliates that have a need to know the confidential information for the purpose of evaluating, performing or administering this AGREEMENT.

SECTION 8 PARAGRAPH HEADINGS:

The paragraph headings contained in this AGREEMENT are for convenience only and shall is no way enlarge or limit the scope or meaning of the various and several paragraphs.

SECTION 9 COUNTERPARTS:
This AGREEMENT may be executed in multiple counterparts, each of which shall be deemed an original, and all of which shall constitute but one and the same instrument.

SECTION 10 DEFINITIONS:

"Annual Adjustment" shall mean either a credit to MEMBER for the over-collection of funds, or a charge to MEMBER for under-collection of funds, related to Power Project settlements, if applicable. For those MEMBERS that participate in SHP, the Annual Adjustment shall also include (i) adjustments related to the loss factor for each specific ERCOT zone and (ii) adjustments related to load reconciliation as determined by TCAP, the Energy Manager and the REP.

"Energy Manager" means the wholesale market participant selected by TCAP to conduct SHP procurements at TCAP's direction, in accordance with Section 5A and Section 7 of this Agreement. The Energy Manager may sell all or a portion of the required wholesale energy to TCAP or TCAP's REP.

"Power Project" means a power generation project identified by TCAP to supply electric energy to one or more TCAP Members.

"Project Addendum" means the Addendum for a Power Project, if any, signed and attached as an Exhibit to MEMBER'S CESA.

"QSE Services Fee" means the QSE Services Fee in affect during the Delivery Term, as agreed between TCAP and Energy Manager.

"Quarterly Adjustment" shall mean either a credit to MEMBER for the over-collection of funds, or a charge to MEMBER for under-collection of funds, related to (i) ERCOT zonal congestion charges and (ii) ancillary services charges and other charges imposed by governmental agencies or ERCOT upon wholesale suppliers or REPs under statutes, regulations or courts for services within ERCOT zones. Said charges or refunds will be proportional to MEMBER's relative contribution to TCAP load within specific ERCOT zones.

"Retail Electric Provider" or "REP" means the Retail Electric Provider that is party to (i) the REP Services Agreement with TCAP and (ii) the CESA between itself and MEMBER for the provision of retail electric service.

"Strategic Hedging Program" or "SHP" means an energy procurement strategy approved by TCAP's Board of Directors, overseen by TCAP's designated consultants, and administered by TCAP's appointed Energy Manager, whereby wholesale energy is solicited and procured at agreed upon intervals, as directed by TCAP.

EXECUTED on this the 13th day of July, 2020.

MEMBER:

By: _____

Printed Name: _____

Title: _____

TCAP:

By: _____

Printed Name: _____

Title: _____

COMMERCIAL ELECTRICITY SERVICE AGREEMENT

This Commercial Electricity Service Agreement, including all of the Attachments, Schedules, and Exhibits, which are attached and incorporated (collectively, the "**Agreement**"), is entered into between Gexa Energy, LP ("**Gexa**"), a Texas limited partnership, and the City of Woodway ("**Customer**"). Gexa and Customer may be referred to individually as a "**Party**" or collectively as the "**Parties**".

SECTION 1: RETAIL ELECTRIC SALES AND SERVICES

1.1 Appointment and Scope. Customer appoints Gexa as its Retail Electric Provider ("**REP**") for the ESI ID(s) served under this Agreement. Customer authorizes Gexa to: (i) act as Customer's REP for all purposes; and (ii) provide the services required of a REP including, without limitation, the procurement, scheduling and delivery of electricity throughout the Term to each of the ESI ID(s) in accordance with the terms set forth in this Agreement, including the Terms and Conditions of Service set forth in Attachment A. Customer's appointment imposes no other duties on Gexa other than those specified in this Agreement and the REP Services Agreement.

1.2 Agreement to Purchase. Customer shall purchase its electricity requirements from Gexa throughout the Term for each of the ESI ID(s) except as otherwise provided. The electricity and services Customer receives from Gexa is for Customer's exclusive proprietary use. Customer alone shall pay for electricity and services provided and for electricity and services Customer fails to take pursuant to its contractual obligations. If Gexa fails to deliver sufficient quantities of electricity to the TDSP for delivery to Customer or fails to schedule the delivery of sufficient quantities of electricity (collectively, a "**Scheduling Failure**") the TDSP is obligated by law and by its tariff to deliver sufficient electricity to satisfy Customer's needs. If a Scheduling Failure occurs, Gexa shall financially settle, at no additional cost or expense to Customer, with its Qualified Scheduling Entity (as defined by ERCOT) for the purchase of electricity necessary to cover the Scheduling Failure.

1.3 Membership in TCAP. Customer is a current member of the Texas Coalition for Affordable Power, Inc. ("**TCAP**"), and has entered into the Professional Services Agreement (the "PSA") authorizing the purchase of wholesale energy on behalf of the Customer by TCAP and/or TCAP's Energy Manager. Such wholesale energy purchases will affect the calculation of the Energy Price throughout the Term of this Agreement as described in Section 2. If, at any time during the Term, Customer elects to participate in a Power Purchase Agreement with a project to be developed for TCAP's members, and executes the Project Addendum for such project, then the Project Addendum will be attached hereto as Schedule I. Notwithstanding Customer's TCAP membership status, Customer agrees to fulfill all of its obligations under this Agreement, the PSA and, if applicable, the Project Addendum throughout the Term of this Agreement.

1.4 Term.

(a) Effective Date and Termination Date. Gexa shall provide retail electric service under this Agreement to each ESI ID beginning on the Effective Date and Terminating on the Termination Date, as further defined in this Section 1.4(a) (such period, the "**Term**"). The Effective Date will occur either (i) on the date occurring on or after the Expected Start Date stated in Attachment B on which each such ESI ID is enrolled with Gexa's service for any new customer, or (ii) if Customer is an existing customer then the Expected Start Date is the meter read date following the expiration of the Customer's prior Agreement with Gexa. Gexa shall continue to provide retail electric service to each ESI ID unless or until the Customer gives notice to TCAP and Gexa of its intent to terminate its membership with TCAP ("Termination Notice"). The Termination Date will occur on each respective ESI ID meter read date during the last month of the calendar year for which electricity has been purchased on Customer's behalf by either TCAP or the Energy Manager in accordance with the PSA prior to the Termination Notice, except that in no event will the Term exceed beyond December 31, 2037. For avoidance of doubt, the Termination Date for each respective ESI ID shall be the sooner to occur of (i) the meter read date occurring in the last month of the calendar year for which electricity has been purchased by either TCAP or the Energy Manager on behalf of the Customer prior to the Termination Notice or (ii) the meter read date occurring in December 2037. As a result of variations in the timing of the Effective Date described in this Section 1.3 the Term may include a partial calendar month in addition to the number of months set forth in Attachment B, if any.

(b) Delayed Effective Date. Gexa shall use commercially reasonable efforts to cause the Effective Date for each ESI ID to occur on the Expected Start Date. If the Effective Date for an ESI ID occurs more than 20 days after the Expected Start Date, Customer may provide Gexa with evidence of the amount of electricity purchased by Customer from its current REP in connection with that ESI ID during the period on and after the 21st day after the Expected Start Date until the Effective Date (the "**Delayed Effective Date Period**"), and the total amount paid by Customer to its current REP for the electricity it purchased during the Delayed Effective Date Period (the "**Delayed Effective Date Electricity Amount**"). Upon receipt of evidence from Customer Gexa shall calculate and provide Customer a credit against future purchases under this Agreement equal to the positive amount resulting from the following calculation: (a)

the Delayed Effective Date Electricity Amount minus (b) the amount that Customer would have paid to Gexa pursuant to this Agreement during the Delayed Effective Date Period for the same amount of electricity purchased by Customer from its current REP during that period in connection with the affected ESI ID(s); provided, that Gexa shall not be required to provide a credit with respect to any period during a Delayed Effective Date Period where the delay was caused by an event outside of Gexa's control.

(c) Service After Term. If, for any reason, service continues beyond the Term, it will be on a month-to-month basis, and the Agreement will continue in effect for the ESI ID(s) except that the Energy Price will be the greater of: (i) the Energy Price as set forth in Section 2.1 below, or (ii) the aggregate weighted average of the Market Rate (as defined herein) as determined for all of the ESI ID(s), for as long as service continues. If Customer has not switched from Gexa to another supplier at the expiration of the Term, Gexa shall serve Customer at the rate set forth in this Section for a minimum of 60 days. After those 60 days, Gexa may continue to serve Customer or terminate the Agreement and disconnect Customer.

1.5 Modifications to ESI IDs. Gexa shall work with Customer in good faith during the Term to reasonably accommodate and assist Customer with the management of its electricity needs. If at any time during the Term, Customer wants to i) add or delete one or more ESI IDs, ii) otherwise modify the ESI ID information as a result of a decision by Customer to open, close or sell a facility owned or leased by Customer, iii) expand an existing facility, or iv) increase an existing facility's metered load, then Customer shall provide written notice to Gexa of such change ("ESI ID Change Notice") . If such change to the ESI ID is expected to occur prior to the first month of any calendar year for which the Energy Price has been established as of the date of the ESI ID Change Notice, in accordance with Section 2.1 (a) of this Agreement, such notice shall include Customer's election of the "Special Load Threshold," as defined below, which will apply to such change in load. If, in Gexa's reasonable judgment, i) the addition is a separately metered load which does not exceed the applicable Special Load Threshold; or ii) does not result in a net increase in excess of the applicable Special Load Threshold for an existing facility, Gexa shall use commercially reasonable efforts to promptly implement such changes, including providing required notices to ERCOT. If the addition is a separately metered load which exceeds the applicable Special Load Threshold, or results in a net increase in excess of the applicable Special Load Threshold after consideration of any contemporaneous offsetting load decreases, Gexa shall provide service to that ESI ID and shall determine any incremental charge or credit to provide service to any changed ESI IDs. Gexa shall apply such charge or credit to the affected ESI IDs, after such charges have been reviewed by TCAP. "Special Load Threshold" shall mean additional peak demand that is reasonably expected during the first twelve months following commercial operations to exceed, at Customer's election, either (i) 0.25 MW at any time or an annual average load of 0.125 MW or (ii) 1.0 MW at any time or an annual average load of 0.5 MW. Gexa shall make periodic reports regarding changes to the billing status of any ESI ID(s) available to Customer and TCAP. Amendments that add or remove ESI ID(s) as a result of changes made pursuant to this section are incorporated into this Agreement, and are effective on the Effective Date for each ESI ID(s) added to this Agreement or the date that retail electric service for any removed ESI ID(s) ceases or is transferred to another REP.

SECTION 2: RETAIL ELECTRIC ENERGY SERVICE CHARGES

2.1 Energy Price.

(a) If Customer has elected to fix all or a portion of the Energy Price for a fixed term by providing an Authorized Election Form to TCAP in accordance with the PSA, the Energy Price shall equal the fixed price as determined by TCAP in accordance with the PSA, and the Authorized Election Form. Any portion of the Energy Price that is not fixed shall be noted in the Authorized Election Form, and shall be settled with Customer in accordance with Section 2.2 of this Agreement. If Customer has not made such an election, the Energy Price shall be determined in accordance with the PSA, as follows:

(i) TCAP shall periodically solicit, or direct its designated Energy Manager to solicit, wholesale energy market quotes, and may direct the Energy Manager to transact at the lowest of the market quotes obtained for the purpose of serving customer's load, in accordance with the PSA (each such transacted quote, a "**Wholesale Transaction**").

(ii) Once TCAP has directed its Energy Manager to enter into Wholesale Transactions sufficient to serve Customer's load for a given calendar year, Energy Manager and TCAP shall establish the Energy Price for that Calendar Year in accordance with those procedures outlined in the PSA, which Customer hereby acknowledges it has reviewed and accepted. TCAP shall set the Energy Price for a given Calendar Year no later than nine (9) months prior to the start of such Calendar Year. If Customer elects to participate in a project and executes the Project Addendum, the Energy Price shall include an estimate of the Project Settlement for each month of the Calendar Year in accordance with the Project Addendum.

(b) For the purposes of Section 3 the Energy Price shall be converted to dollars per kWh.

2.2 Energy Price Adjustments.

(a) Energy Manager shall have the right to reconcile the revenues received from the Customer with Energy Manager's Supplier Cost on (i) a quarterly basis, by determining the Quarterly Adjustment in the manner specified in the PSA and (ii) on an annual basis, by determining the Annual Adjustment in the manner specified in the PSA. The Quarterly Adjustment and Annual Adjustment may be either a charge or a credit, and shall be collected from or remitted to Customer, as appropriate, in the manner specified in the PSA.

(b) TCAP and Energy Manager may mutually agree to fix certain component charges comprising Customer's Energy Price for a given Calendar Year, if TCAP determines that fixing these charges is likely to benefit Customer. Charges that are fixed by TCAP and Energy Manager for a given Calendar Year shall not be included in the calculation of either the Quarterly Adjustment or the Annual Adjustment for such Calendar Year, in accordance with the PSA.

2.3 Additional Pass-Through Charges. Gexa shall pass through and identify separately on Customer's bill with no mark-up Delivery Charges, Non-Recurring Charges, or Taxes that are not included in the Energy Price(s). All charges are exclusive of Taxes. Pass-Through charges may include charges related to amounts owed to Gexa and/or Wholesale Supplier in accordance with Section1.3.

2.4 Tax Exempt Status. Customer shall provide Gexa with all required exemption certificates if Customer is exempt from paying any Taxes. Gexa shall not recognize an exemption without the exemption certificates and shall not be required to refund or credit previously paid Taxes unless the taxing entity sends the refund to Gexa. Gexa shall, however, assign to Customer any applicable claims for refund.

SECTION 3: BILLING AND PAYMENT

3.1 Billing and Payment. Gexa shall invoice Customer's accounts on a monthly basis and shall bill Customer on a consolidated basis for all ESI IDs upon Customer's request. Gexa shall provide a summary bill for all accounts and detailed information for each account. Customer shall remit payment within 30 days of receiving the invoice. Gexa shall base the invoice amount on actual data provided by ERCOT and the TDSP. If ERCOT or the TDSP does not provide actual data in a timely manner, Gexa shall use estimated data to calculate the invoice and, upon receipt of actual data, reconcile the charges and adjust them as needed in subsequent invoices.

3.2 Project Settlement Agent Services. Gexa shall remit the total Project Settlement to the Project on a monthly basis, in accordance with the REP Services Agreement.

3.3 Late Penalties, Interest on Overdue Payments, Invoice Disputes. If Customer fails to remit all undisputed amounts on or before the due date, interest will accrue on any due and unpaid amounts from the due date at a rate of one percent per month, or the highest rate permitted by law, whichever is less. If Customer disputes a portion of an invoice it shall provide Gexa a written explanation specifying the amount in dispute and the reason for the dispute within 20 days of the invoice date. If Customer does not provide timely notice, Customer shall owe all amounts by the due date. Notwithstanding the above, if Customer notifies Gexa of a disputed invoice, regardless of whether Customer has already paid the invoice, Gexa shall make records in its possession that are reasonably necessary for Customer to determine the accuracy of the invoice available to Customer during normal business hours; provided, however that neither party may request an adjustment or correction of an invoice unless written notice of such dispute is given within twelve months after the due date of such invoice; provided further, that such twelve month limit does not apply in the case of TDSP meter tampering charges first billed to Gexa that prevent Gexa from reasonably adjusting invoices prior to the twelve month period. In all cases, Gexa and Customer shall use good faith efforts to resolve disputes. In the event the Parties are unable to resolve a dispute within ten days of the notice date, either Party may begin legal proceedings to seek resolution. Any amounts determined owed shall be paid within three days after a decision.

3.4 Aggregator Fees. Pursuant to the REP Services Agreement between Gexa and TCAP, Gexa is obligated to pay TCAP an amount determined by multiplying a TCAP Aggregation Fee by the volume consumed in association with the ESI IDs (the "**Aggregator Fee**"). Customer shall pay the Aggregator Fee. The initial TCAP Aggregation Fee is $0.001 per kWh, however, it may be changed by the TCAP Board of Directors at any time. Gexa shall state the Aggregator Fee as a separate line item on the Customer's bill.

3.5 Billing Guarantee. Gexa shall issue an invoice based on actual or estimated usage to Customer for every ESI ID at least one time per month. If, for reasons other than Force Majeure, Gexa fails to invoice an ESI ID within 120 days of any scheduled meter read, Gexa irrevocably waives its right to invoice Customer for any energy consumed at that ESI ID for the meter read cycle that should have been invoiced, unless not less than 10 days prior to the expiration of such 120 day period, Gexa provides Customer with a written explanation of the circumstances that prevent Gexa from issuing that invoice and the expected time by which an invoice can be issued. In such event, Customer and Gexa shall determine a reasonable extension period, not to exceed 30 days, within which an invoice will be issued. Gexa shall adjust or true-up each invoice no more than twice and Gexa shall issue such adjustments within 210 days of the initial issue date. Notwithstanding the foregoing, Gexa may issue an invoice or partial invoice arising from meter tampering charges without limitation and within a reasonable time after first billed to Gexa by the TDSP.

SECTION 4: CUSTOMER INFORMATION, CREDIT AND DEPOSITS

4.1 Customer Information. By entering into this Agreement and appointing Gexa as Customer's agent for electricity service, Customer authorizes Gexa to obtain certain information that Gexa may need to provide Customer's electric service, including Customer's address, telephone number, account numbers, historical usage information, and historical payment information from Customer's TDSP, and Customer further authorizes its TDSP to release that information to Gexa.

4.2 Deposits and Other Security. A Party (the "**Requesting Party**") may require the other Party (the "**Providing Party**") to provide a deposit (or additional deposit if an initial deposit was also required), letter of credit, or other form of credit assurance reasonably acceptable to the Requesting Party (collectively, "**Performance Assurance**") during the Term of this Agreement if: (i) the Requesting Party determines in its reasonable discretion that there has been a material adverse change in the Providing Party's or its guarantor's (if applicable) credit status or financial condition (which, if applicable, will mean that its credit or bond rating has dropped lower than BBB- by Standard & Poor's Rating Group or Baa3 by Moody's Investor Services or ceases to be rated by either of these agencies); or (ii) Customer has been delinquent in paying the electric bill by more than seven days more than twice during the past twelve months. Any Performance Assurance, less any outstanding balance owed by Providing Party to the Requesting Party, will be returned to the Providing Party once the Providing Party's or its guarantor's (if applicable) credit or financial condition becomes satisfactory or, if applicable, to a credit or bond rating of BBB- or Baa3 or higher, whichever occurs earlier; or, if the Performance Assurance relates to delinquent payments, the Providing Party has paid all outstanding balances and has made all payments within the dates set forth in this Agreement for a period of six consecutive months.

SECTION 5: EARLY TERMINATION; DAMAGES

5.1 Cancellation by Customer for Insufficient Appropriations. If, during Customer's annual appropriations determination, the applicable governmental authorities do not allocate sufficient funds to allow Customer to continue to perform its obligations under this Agreement (an "**Appropriations Failure**"), then Customer or Gexa shall have the right to terminate this Agreement in full or as to any affected ESI ID upon 30 days advance written notice effective at the end of the period for which appropriations are made; provided, that if appropriations are subsequently allocated for electricity for the ESI IDs covered by this Agreement, then the termination may be revoked at Gexa's option and those appropriations shall continue to apply to this Agreement and shall not be used for an electricity supply agreement with another REP. Upon a termination of this Agreement for Appropriations Failure, in full or as to any ESI ID(s), Customer shall pay all amounts due Gexa under this Agreement, including the Customer Early Termination Damages.

5.2 Customer Early Termination Damages. Except in connection with the closure of a facility associated with an ESI ID pursuant to Section 1.4, in connection with a Force Majeure Event, or as otherwise provided or excused in this Agreement, if Customer cancels this Agreement before the end of the Term and refuses to accept electric supply delivery from Gexa for any ESI ID(s), Gexa may charge Customer early termination damages equal to the sum of (a) the Retail Termination Payment, (b) the QSE Services Termination Payment, (c) the Quarterly and Annual Adjustment Payment, and (d) the Wholesale Transaction Termination Payment, as each of these terms are defined below (the sum total of these, the "**Customer Early Termination Damages**"). The "**Retail Termination Payment**" shall equal the product of (a) the Expected Usage for each ESI ID subject to Customer's cancelation or refusal of electric supply delivery ("**Customer Terminated Usage**") *multiplied by* (b) the sum of (i) the Aggregator Fee and (ii) the REP Services Fee specified in the REP Services Agreement. The "**QSE Services Termination Payment**" shall equal the product of (a) the Customer Terminated Usage grossed up for losses *multiplied by* (b) the QSE Services Fee, as defined in the PSA. The **"Quarterly and Annual Adjustment Payment"** shall be calculated by the Energy Manager in accordance with the PSA, and shall include any Quarterly and Annual Adjustment amounts for electricity provided to the Customer under this Agreement prior to the termination of this Agreement, which have not yet been charged or credited to Customer, as appropriate. For avoidance of doubt, the Quarterly and Annual Adjustment Payment may be either a charge or a credit to Customer, as calculated in accordance with the PSA. If the Customer Early Termination Damages are charged due to an Event of Default by Customer, then the Customer Early Termination Damages will also include Gexa's reasonable costs relating to the determination and collection of Customer Early Termination Damages, including attorney and consultant fees incurred. The provisions in Section 3 related to Billing and Payment apply to the billing, due date, and collection of Customer Early Termination Damages. Customer agrees that Customer Early Termination Damages are a reasonable estimate of the damages due Gexa for failure to accept electric supply, and are not punitive in nature.

5.3 Termination for Wholesale Supply Failure. If, during the Term, the Wholesale Transactions are terminated as a result of a default by the Energy Manager ("**Wholesale Supply Failure**"), then this Agreement will also terminate effective on the date the Wholesale Agreement terminates. In the event of a termination for Wholesale Supply Failure, Gexa shall pay Customer a Wholesale Termination Payment if required by Section 5.5.

5.4 Gexa Early Termination Damages. Except for a Wholesale Supply Failure, a Force Majeure Event, or as otherwise provided or excused in this Agreement, if Gexa cancels this Agreement and refuses to provide electric supply delivery to Customer for any or all ESI ID(s), Customer shall have the right to charge Gexa an early termination penalty equal to the amount determined as follows: the product of (i) the Expected Usage for each ESI ID subject to Gexa's cancellation or refusal of electric supply delivery ("**Gexa Terminated Usage**") *multiplied by* (ii) the REP

Services Fee specified in the REP Services Agreement (that result the "**Gexa Early Termination Damages**"). If the Gexa Early Termination Damages are charged due to an Event of Default by Gexa, then the Gexa Early Termination Damages will also include Customer's reasonable costs relating to the determination and collection of Gexa Early Termination Damages, including attorney and consultant fees incurred. Gexa agrees the Gexa Early Termination Damages are a reasonable estimate of the damages due Customer for failure to deliver electric supply, and are not punitive in nature.

5.5 Wholesale Transaction Termination Payment. If the Wholesale Transactions are terminated then Gexa shall calculate the portion of the termination payment paid under each Wholesale Transaction attributable to Customer's load. The termination payment under each Wholesale Transaction shall be calculated by subtracting the Wholesale Supplier's actual cost for the portion of the Wholesale Transaction still outstanding for the remainder of the Term from the current market value of comparable electric energy futures contracts. Energy Manager, in its sole discretion, shall determine the current market value of a comparable electricity futures contract within three (3) business days of the termination of a Wholesale Transaction, and shall be either (i) the value of the Wholesale Transaction actually sold to a third-party market participant or (ii) a third-party market quote for a comparable electricity energy future contracts. Energy Manager shall sum Customer's prorata share of each termination payment for each Wholesale Transaction attributable to Customer's Load to determine a total Wholesale Transaction Termination Payment under this Agreement (the "**Wholesale Transaction Termination Payment**"). Customer or Gexa shall pay the Wholesale Transaction Termination Payment to the other, as appropriate, in the manner described below and without regard to who is a defaulting party. If the Wholesale Transaction Termination Payment is negative, Customer shall pay Gexa the Wholesale Transaction Termination Payment. If the Wholesale Transaction Termination Payment is positive, Gexa shall pay Customer the Wholesale Transaction Termination Payment. To the extent a termination payment due from Gexa to the Energy Manager is adjusted in Gexa's account to reflect the full benefit of TCAP transacting with a replacement REP, Gexa shall make corresponding adjustments to the Wholesale Transaction Termination Payment on a pro-rata basis. Gexa shall remit a Wholesale Transaction Termination Payment due Customer, within 30 days of Gexa receiving the payment from the Energy Manager. Customer shall remit a Wholesale Transaction Termination Payment due Gexa within 30 days of Gexa's invoice. Gexa shall use commercially reasonable efforts to collect Termination Payments from the Energy Manager that include amounts due Customer.

SECTION 6: NOTICES AND PAYMENT

6.1 General Notice. Except as otherwise required by Applicable Law, all notices are deemed duly delivered if hand delivered or sent by United States, prepaid first class mail, facsimile, or by overnight delivery service. Notice by facsimile or hand delivery is effective on the day actually received, notice by overnight United States mail or courier is effective on the next business day after it is sent, and notice by U.S. Mail is effective on the second day after it is sent. The Parties shall send notices to the addresses below or any other address one Party provides to the other in writing:

a. If to Customer (type customer address below):

b. If to Gexa:
Gexa Energy, LP
20455 State Highway 249, Suite 200
Houston, Texas 77070

6.2 Payments. The Parties shall send payments to the addresses below or any other address one Party provides to the other in writing:

a. If to Customer (type customer address below):

b. If to Gexa:
Gexa Energy, LP
20455 State Highway 249, Suite 200

SECTION 7: DEFINITIONS

7.1 Definitions. In addition to terms defined elsewhere in this Agreement, when used with initial capitalization, whether singular or plural, capitalized terms have the meanings set forth in this Section 7.1. All other capitalized terms not otherwise defined shall have the meanings given them in the following documents, with any conflicting definitions contained in those documents applied in the following order: PURA, the PUCT Substantive Rules, and the ERCOT Protocols.

1. "**Actual Usage**" means the actual amount of electric energy (in kWh) used at the ESI ID(s) as determined by the TDSP.

2. "**Delivery Charges**" means those charges or credits from the TDSP pursuant to its tariff, including, but not limited to: Transmission and Distribution Charges, System Benefit Fund Charge, Nuclear Decommissioning Charge, Competitive Transition Charge, Standard Customer Metering Charge, Customer Charge, Merger Savings and Rate Reduction Credit, Excess Mitigation Credit and Utility Imposed Reactive Power Charges.

3. "**EEI Master Agreement**" mean an EEI Master Agreement between Gexa and the Energy Manager governing the Wholesale Transactions entered into by the Energy Manager in accordance with Section 2.1 and transferred by the Energy Manager to Gexa.

4. "**Effective Date**" means the date of the first meter reading of an ESI ID provided to Gexa by the TDSP after the TDSP and ERCOT shall have timely performed any required enrollment and cancellation procedures necessary to switch Customer's REP to such ESI ID to Gexa.

5. "**Electricity Related Charges**" means, unless noted otherwise: Ancillary Services Charge, Congestion, ERCOT Administrative Fee, Delivery Loss Charge, Transmission Loss Charge, Renewable Energy Credit Charge, Residential Energy Credit Charge, Unaccounted For Energy Charge, Qualified Scheduling Entity Charge, Imbalance Settlement Charge.

6. **Energy Manager**" means the wholesale market participant designated by TCAP to perform the services described in the PSA.

7. "**Energy Price(s)**" means the rates per unit of measure specified in Section 2.1 and includes all Electricity Related Charges.

8. "**ERCOT**" means the Electric Reliability Council of Texas.

9. "**ERCOT Protocols**" means the document adopted, published, and amended from time to time by ERCOT, and initially approved by the PUCT, to govern electric transactions in the ERCOT Region, including any attachments or exhibits referenced in the document, that contains the scheduling, operating, planning, reliability, and settlement policies, rules, guidelines, procedures, standards, and criteria of ERCOT, or any successor document thereto.

10. "**ESI ID(s)**" means the Electric Service Identifiers for the property service addresses identified on Attachment B to this Agreement or if Customer is an existing Gexa customer then the list of service addresses currently served by Gexa, as such list may be modified from time to time as provided in Section 1.4.

11. "**Expected Usage**" means either the amount stated in Attachment B calculated for the remaining Term, or if no amounts are stated or Customer is an existing Gexa customer then the average actual monthly Customer energy usage from the comparable month from the previous year (or if an average cannot be computed due to limited service by Gexa or other circumstances, an average monthly usage as is reasonably determined by Gexa) times the number of months remaining in the Term as outlined in Section 1.4.

12. "**kWh**" means kilowatt hour.

13. "**LMP**" or "**Locational Marginal Price**" means the price calculated for the applicable trading hub pursuant to the ERCOT Protocols.

14. "**Market Rate**" means 135% of the load-weighted average of the hourly LMPs at the corresponding load zone, as determined for any delivery period.

15. "**Nodal Market**" means the implementation of wholesale market design by ERCOT with locational marginal pricing for resources.

16. "**Nodal Congestion**" means the positive difference in price between the real-time settlement point price as determined by ERCOT for the trading hub and the real-time settlement point price as determined by ERCOT for the load zone associated with the customer Facilities.

17. "**Non-Recurring Charges**" means any charges imposed by the TDSP or other third parties on a non-recurring basis for services, repairs or additional equipment needed for Customer's electric service.

18. "**PUCT**" means Public Utility Commission of Texas.

19. "**Project Settlement Payment**" means the Project Settlement Payment as defined in the Project Addendum, attached as Schedule I to this Agreement.

20. **"QSE Services Fee"** means the fee owed from Customer to Gexa, and remitted from Gexa to Energy Manager, for QSE Services performed by Energy Manager for the Term, as mutually agreed between TCAP and Energy Manager, the Customer having authorized TCAP to negotiate such fee on behalf of Customer in the PSA. The QSE Services Fee shall be included in the Energy Price for the Term.

21. **"REP Services Agreement"** means the REP Services Agreement currently in effect during the Term, as amended from time to time, between Gexa and TCAP.

22. **"REP Services Fee"** means the fee owed from Customer to Gexa, for REP services rendered during the Term, as mutually agreed between TCAP and Gexa, the Customer having authorized TCAP to negotiate such fee on behalf of Customer in the PSA. The REP Services Fee shall be included in the Energy Price for the Term.

23. "**Taxes**" means all taxes, assessments, levies, duties, charges, fees and withholdings of any kind levied by a duly-constituted taxing authority and all penalties, fines, and additions to tax, and interest thereon that are directly related to the services provided under this Agreement, but does not include the System Benefit Fund fee and fees and charges imposed by ERCOT. By way of example only, Taxes includes: Sales Tax, Miscellaneous Gross Receipts Tax, PUCT Assessment Fees and Franchise Fees.

24. "**TCAP**" means Texas Coalition for Affordable Power, an aggregation pool of governmental and other entities organized and administered by TCAP of which Customer is a member for the ESI IDs.

25. **"TDSP"** or **"Transmission and Distribution Service Provider"** means an entity regulated by the State of Texas, which transmits or distributes electric energy.

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Attachments:

Attachment A	Terms and Conditions of Service
Attachment B (for new TCAP Customers only)	Offer Sheet (ESI ID list and Expected Start Date)

CUSTOMER (type Customer name in field below): The City of Woodway	**GEXA:** **Gexa Energy, LP, By its General Partner Gexa Energy GP, LLC**
By:	By:
Printed:	Printed:
Title:	Title:
Date:	Date:

Terms and Conditions of Service
Attachment A

These Terms and Conditions of Service form an integral part of the Commercial Electricity Service Agreement between Customer and Gexa. In addition to the terms defined elsewhere in this Agreement, when used with initial capitalization, whether singular or plural, capitalized terms have the meanings set forth in Section 7.1 of this Agreement. Customer should thoroughly review the entire Agreement, including these Terms and Conditions of Service, before executing this Agreement.

A. REPRESENTATIONS AND WARRANTIES

A.1 Customer's Representations and Warranties. As a material inducement to entering into this Agreement, Customer represents and warrants to Gexa as follows: (a) it is a duly organized entity and is in good standing under the laws of Texas; (b) the execution and delivery of the Agreement are within its powers, have been duly authorized by all necessary action, and do not violate the terms or conditions of contracts it is party to or laws applicable to it; (c) performance of this Agreement will be duly authorized by all necessary action and will not violate the terms or conditions of contracts it is party to; (d) as of the date sales of electricity by Gexa to Customer under the Agreement start, Customer will have all regulatory authorizations necessary for it to legally perform its operations and such performance will not violate the terms or conditions of contracts it is party to or laws applicable to it; (e) this Agreement is a legal, valid, and binding obligation of Customer enforceable against it in accordance with its terms, subject to bankruptcy, insolvency, reorganization, and other laws affecting creditor's rights generally, and with regard to equitable remedies, subject to the discretion of the court before which proceedings to obtain the same may be pending; (f) there are no bankruptcy, insolvency, reorganization, receivership, or other similar proceedings pending or being contemplated by it, or to its knowledge threatened against it; (g) there are no suits, proceedings, judgments, rulings, or orders by or before any court or any government authority that could materially adversely affect its ability to perform the Agreement; and (h) as of the Effective Date and throughout the Term, there is no other contract for the purchase of electricity by Customer for the ESI ID(s), or, if such a contract presently exists, that it will terminate prior to delivery under this Agreement.

A.2 Gexa's Representations and Warranties. As a material inducement to entering into this Agreement, Gexa represents and warrants to Customer as follows: (a) it is duly organized, validly existing, and in good standing under the laws of the jurisdiction of its formation and is qualified to conduct its business in those jurisdictions necessary to perform the Agreement; (b) the execution and delivery of the Agreement are within its powers, have been duly authorized by all necessary action, and do not violate the terms or conditions of its governing documents or contracts it is party to or any laws applicable to it; (c) performance of the Agreement will be duly authorized by all necessary action and will not violate the terms or conditions of its governing documents or contracts it is party to; (d) as of the date sales of electricity by Gexa to Customer under the Agreement start, Gexa will have all regulatory authorizations necessary for it to legally perform its operations and such performance will not violate the terms or conditions of its governing documents, contracts it is party to, or laws applicable to it; and (e) the Agreement constitutes a legal, valid, and binding obligation of Gexa enforceable against it in accordance with its terms, subject to bankruptcy, insolvency, reorganization, and other laws affecting creditor's rights generally, and with regard to equitable remedies, subject to the discretion of the court before which proceedings to obtain the same may be pending.

A.3 Forward Contract. (i) This Agreement constitutes a forward contract within the meaning of the United States Bankruptcy Code ("**Code**"); (ii) Gexa is a forward contract merchant; and (iii) either Party is entitled to the rights under, and protections afforded by, the Code.

B. DISCLAIMERS OF WARRANTIES; LIMITATION OF LIABILITIES

B.1 LIMITATIONS OF LIABILITY. LIABILITIES NOT EXCUSED BY REASON OF FORCE MAJEURE OR AS OTHERWISE PROVIDED, ARE LIMITED TO DIRECT ACTUAL DAMAGES. GEXA IS NOT LIABLE TO CUSTOMER FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES OR LOSS OF REVENUES OR PROFIT. THESE LIMITATIONS APPLY WITHOUT REGARD TO THE CAUSE OF ANY LIABILITY OR DAMAGE. EXCEPT FOR (a) THE GEXA EARLY TERMINATION DAMAGES DUE IF GEXA DEFAULTS, (b) THE CUSTOMER EARLY TERMINATION DAMAGES DUE IF CUSTOMER DEFAULTS, AND (c) THE WHOLESALE TRANSACTION TERMINATION PAYMENT, THE LIABILITY OF EITHER PARTY TO THE OTHER FOR ANY OBLIGATIONS UNDER THIS AGREEMENT SHALL BE LIMITED TO THE AGGREGATE AMOUNT OF ALL DOLLARS PAID BY CUSTOMER TO GEXA (IF CUSTOMER) OR RECEIVED BY GEXA (IF GEXA) PURSUANT TO THIS AGREEMENT. THERE ARE NO THIRD PARTY BENEFICIARIES TO THIS AGREEMENT.

B.2 Duty to Mitigate. Each Party shall mitigate damages and use commercially reasonable efforts to minimize any damages it may incur as a result of the other Party's performance or non-performance.

B.3 WAIVER OF CUSTOMER PROTECTION RULES AND CONSUMER RIGHTS. THE PARTIES FURTHER ACKNOWLEDGE THAT THE CUSTOMER PROTECTION RULES ADOPTED BY THE PUBLIC UTILITY COMMISSION (AS CONTAINED IN ITS SUBSTANTIVE RULES 25.471 ET SEQ.) ("**CUSTOMER PROTECTION RULES**") THAT PERTAIN TO RETAIL ELECTRIC SERVICE RELATED TO RESCISSION RIGHTS, CUSTOMER DISCLOSURES, DELIVERY OF CUSTOMER CONTRACTS TO CUSTOMERS, RECORDKEEPING, INTEREST PAID ON DEPOSITS AND CUSTOMER NOTICES DO NOT APPLY TO THIS AGREEMENT. EXCEPT AS SET FORTH IN THIS SECTION, CUSTOMER EXPRESSLY WAIVES THE CUSTOMER PROTECTION RULES THAT PERTAIN TO RETAIL ELECTRIC SERVICE RELATED TO RESCISSION RIGHTS, CUSTOMER DISCLOSURES, DELIVERY OF CUSTOMER CONTRACTS TO CUSTOMERS, RECORDKEEPING, INTEREST PAID ON DEPOSITS AND CUSTOMER NOTICES TO THE FULLEST EXTENT ALLOWED

BY APPLICABLE LAW. CUSTOMER FURTHER WAIVES ITS RIGHTS UNDER THE DECEPTIVE TRADE PRACTICES--CONSUMER PROTECTION ACT, SECTION 17.41, ET. SEQ., BUSINESS & COMMERCE CODE, A LAW THAT GIVES CONSUMERS SPECIAL RIGHTS AND PROTECTIONS. CUSTOMER REPRESENTS AND WARRANTS TO GEXA THAT: (a) CUSTOMER IS NOT IN A SIGNIFICANTLY DISPARATE BARGAINING POSITION IN RELATION TO GEXA; (b) CUSTOMER IS REPRESENTED BY LEGAL COUNSEL THAT WAS NEITHER DIRECTLY NOR INDIRECTLY IDENTIFIED, SUGGESTED OR SELECTED BY GEXA; AND (c) CUSTOMER VOLUNTARILY CONSENTS TO THIS WAIVER AFTER CONSULTATION WITH ITS LEGAL COUNSEL.

B.4 UCC/Disclaimer of Warranties. The electricity delivered is a "good" as that term is understood in the Texas B&CC (UCC §2.105). The Parties waive the UCC to the fullest extent allowed by law and the UCC requirements do not apply to this Agreement, unless otherwise provided. If there is a conflict between the UCC and this Agreement, this Agreement controls. Neither Party controls nor physically takes possession of the electric energy prior to delivery to Customer's ESI ID(s). Therefore, neither Party is responsible to the other for any damages associated with failure to deliver the electric energy, nor for damages it may cause prior to delivery to Customer's ESI ID(s). Once the electric energy is delivered to Customer's ESI ID(s) it is deemed in possession and control of Customer. ELECTRICITY SOLD UNDER THIS AGREEMENT WILL MEET THE QUALITY STANDARDS OF THE APPLICABLE LOCAL DISTRIBUTION UTILITY AND WILL BE SUPPLIED FROM A VARIETY OF SOURCES. GEXA MAKES NO REPRESENTATIONS OR WARRANTIES OTHER THAN THOSE EXPRESSLY SET FORTH IN THIS AGREEMENT, AND GEXA EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. GEXA EXPRESSLY NEGATES ALL OTHER REPRESENTATIONS OR WARRANTIES, WRITTEN OR ORAL, EXPRESS OR IMPLIED, INCLUDING ANY REPRESENTATION OF WARRANTY WITH RESPECT TO CONFORMITY, TO MODELS OR SAMPLES, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE.

B.5 Force Majeure. Gexa shall make commercially reasonable efforts to provide electric service, but does not guarantee a continuous supply of electricity. Gexa does not generate electricity nor does it transmit or distribute electricity. Causes and events out of the control of Gexa and Customer (**"Force Majeure Event(s)"**) may result in interruptions in service or the ability to accept electricity. If either Party is unable to perform its obligations, in whole or in part, due to a Force Majeure Event, then the obligations of the affected Party (other than the obligation to pay any amounts owed to Gexa that relate to periods prior to the Force Majeure Event) are suspended to the extent made necessary by such Force Majeure Event. Therefore, neither Party is liable to the other Party for damages caused by Force Majeure Events, including acts of God, acts of, or the failure to act by, any governmental authority (including the PUCT or ERCOT and specifically including failure by ERCOT to make Customer meter read data available), accidents, strikes, labor troubles, required maintenance work, events of "force majeure" or "uncontrollable force" or a similar term as defined under the applicable transmission provider's tariff, inability to access the local distribution utility system, non-performance by the supplier or the local distribution utility, changes in laws, rules, or regulations of any governmental authority (including the PUCT or ERCOT) that would prevent the physical delivery of energy to Customer's facilities, or any cause beyond such Party's control. The Parties agree that Appropriations Failures and Scheduling Failures are not Force Majeure Events.

C. CONFIDENTIALITY AGREEMENT

C.1 Confidentiality. Customer is a governmental body subject to public information laws, including Chapter 552 of the Texas Government Code. If Customer recieves a valid request under applicable public information laws for information related to this Agreement, it shall provide Gexa notice of the request including a description the information sought prior to Customer's release of information so that Gexa has the opportunity to determine whether such information is subject to an exception as trade secret, competitive, comercial, or financial information. With the exception of the preceding disclosures pursuant to public infromation laws, a Party (that party, the "**Receiving Party**") shall keep confidential and not disclose any to third parties Confidential Information which is disclosed to the Receiving Party by the other Party (that party, the "**Disclosing Party**") except for disclosures to Authorized Parties or as required by law. "**Confidential Information**" means information in written or other tangible form which is marked as "Confidential" when it is disclosed to the Receiving Party, except that Confidential Information shall not include information which (i) is available to the public, (ii) becomes available to the public other than as a result of a breach by the Receiving Party of its obligations hereunder, (iii) was known to the Receiving Party prior to its disclosure by the Disclosing Party, or (iv) becomes known to the Receiving Party thereafter other than by disclosure by the Disclosing Party. The provisions of this Section apply regardless of fault and survive termination, cancellation, suspension, completion or expiration of this Agreement for a period of two (2) years. Customer authorizes Gexa to provide TCAP with all information requested by TCAP about Customer's account and billings. "**Authorized Parties**" means those officers, directors, employees, agents, representatives and professional consultants of the Parties, and of the Parties' affiliates, that have a need to know the Confidential Information for the purpose of evaluating and performing this Agreement.

D. DEFAULT AND REMEDIES

D.1 Events of Default. An event of default ("**Event of Default**") means: (a) the failure of Customer to make, when due, any payment required under this Agreement for any undisputed amount if that payment is not made within fifteen (15) business days after receipt of written notice (facsimile or electronic mail are valid forms of notice for this paragraph) from Gexa; or (b) any representation or warranty made by a Party proves to be false or misleading in any material respect; (c) except as provided in clause (a) above or otherwise in this section D.1, the failure of any Party to perform its obligations under this Agreement and that failure is not excused by Force Majeure and remains uncured following 20 business days written notice of the failure; (d) the defaulting Party (i) makes an assignment or any general arrangement for the benefit of creditors; or (ii) files a petition or otherwise commences, authorizes or

acquiesces to a bankruptcy proceeding or similar proceeding for the protection of creditors, or has such a petition filed against it and that petition is not withdrawn or dismissed within 20 business days after filing; or (iii) otherwise becomes insolvent; or (iv) is unable to pay its debts when due; or (v) fails to establish, maintain or extend Credit in form and in an amount acceptable to Gexa when required; or (e) the Wholesale Transaction is terminated due to a default by Gexa under CESAs with other TCAP members or due to a default by the Energy Manager under the Wholesale Transaction. If an Event of Default listed in subsection (d) of this Section occurs, it is deemed to have automatically occurred prior to such event.

D.2 Remedies upon an Event of Default. If an Event of Default occurs and is continuing, upon written notice to the defaulting Party, the non-defaulting Party may (a) commence an action to require the defaulting Party to remedy such default and specifically perform its duties and obligations in accordance with the Agreement; (b) exercise any other rights and remedies it has at equity or at law, subject to the Agreement's Limitations of Liabilities; and/or (c) suspend performance; provided, however, that suspension shall not continue for longer than ten (10) Business Days unless the non-defaulting Party has declared an early termination with proper notice. If Customer is responsible for an Event of Default and fails to cure within ten (10) days of written notice (such additional cure period does not apply to default for non-payment), in addition to its other remedies, Gexa may (i) terminate this Agreement; and (ii) charge Customer the Customer Early Termination Penalty pursuant to Section 5 of this Agreement. Notwithstanding the above, Gexa shall not disconnect or order disconnection of service to Customer unless the following events have all occurred: (1) Customer has an Event of Default for nonpayment under Section D.1(a) above, (2) Gexa gives Customer a ten (10) day written disconnection notice; and (3) Customer does not pay all undisputed outstanding payments owed by the end of the ten (10) day notice period. .

E. MISCELLANEOUS PROVISIONS

E.1 Disclaimer. This Agreement does not constitute, create, or otherwise recognize the existence of a joint venture, association, partnership, or other formal business entity of any kind among the Parties and the rights and obligations of the Parties are limited to those set forth in this Agreement.

E.2 Headings. The descriptive headings of the Articles and Sections of this Agreement are inserted for convenience only and are not intended to affect the meaning, interpretation or construction of this Agreement.

E.3 Waiver. Except as otherwise provided, failure of a Party to comply with an obligation, covenant, agreement, or condition may be waived by the other Party only in a writing signed by the Party granting the waiver, but that waiver does not constitute a waiver of, or estoppel with respect to a subsequent failure of the first Party to comply with that obligation, covenant, agreement, or condition.

E.4 Assignment. Except as provided in the REP Services Agreement, Customer shall not assign this Agreement, in whole or in part, or any of its rights or obligations purusant to the Agreement without Gexa's prior written consent, which shall not be unreasonably withheld. Gexa may withold consent if a proposed assignee fails to be at least as creditworthy as Customer as of the Effective Date. Gexa may: (a) transfer, sell, pledge, encumber or assign the revenues or proceeds of this Agreement in connection with any financing or other financial arrangement; (b) transfer or assign this Agreement to a Gexa affiliate with operating capability and financial condition substantially similar to Gexa; (c) transfer or assign this Agreement to any person or entity succeeding to all or substantially all of the assets of Gexa with an operating capability and financial condition substantially similar to Gexa as of the execution date of this Agreement; and/or (d) transfer or assign this Agreement to a certified REP with an operating capability and financial condition substantially similar to Gexa as of the execution date of this Agreement. In the case of (b), (c), or (d), any such assignee shall agree in writing to be bound by these Terms and Conditions of Service, and upon assignment, Gexa shall have no further obligations under this Agreement. Gexa shall not assign the Agreement to a non-affiliated entity (including its guarantor) that has a credit rating lower than BBB- without the prior written consent of TCAP, which shall not be unreasonably withheld.

E.5 No Third-Party Beneficiaries. This Agreement does not confer any rights or remedies on any person or party other than the Parties, their successors and permitted assigns; except that the Parties recognize that TCAP is entitled to receive the Aggegator Fee .

E.6 Severability. If a provision of this Agreement is held to be unenforceable or invalid by a court or regulatory authority of competent jurisdiction, the validity and enforceability of the remaining provisions are unaffected by that holding, and the Parties shall, to the extent possible, negotiate an equitable adjustment to the provisions of this Agreement in order to preserve the original intent and purpose of this Agreement.

E.7 Entire Agreement; Amendments. This Agreement constitutes the entire understanding between the Parties, and supersedes any and all previous understandings, oral or written, with respect to the subjects it covers. This Agreement may be amended only upon the mutually signed, written agreement of the Parties.

E.8 Further Assurances. The Parties shall promptly execute and deliver, at the expense of the Party requesting such action, any and all other and further instruments and documents which are reasonably requested in order to effectuate the transactions contemplated in this Agreement.

E.9 Emergency, Outage and Wire Service. In the event of an emergency, outage or service need, Customer shall call the TDSP for the service area of the ESI ID experiencing the emergency, outage or service need.

E.10 Customer Care. Customer may contact Gexa Customer Care if Customer has specific comments, questions, disputes, or complaints toll free at 1-866-961-9399, Monday to Friday 7:00 a.m. – 8:00 p.m. CST and Saturday from 8:00 a.m. – 2:00 p.m.. Gexa shall assist and cooperate with Customer regarding communications with a TDSP relating to service to any ESI ID served by Gexa under this Agreement.

E.11 Governing Law.

a. This Agreement is governed by and construed and enforced in accordance with the laws of the State of Texas applicable to contracts made and performed in the State of Texas, without regard to the State of Texas conflict of laws provisions.

b. All disputes between the Parties under this Agreement which are not otherwise settled will be decided by a court of competent jurisdiction in Harris County, Texas, and the Parties submit to the jurisdiction of the courts of the State of Texas and the Federal District Courts in Houston, Harris County, Texas. All disputes are governed under the laws of the State of Texas.

c. Subject to the provisions of E.11.a. above, this Agreement is subject to, and in the performance of their respective obligations under this Agreement the Parties shall comply with, all applicable federal, state and local laws, regulations and requirements (including the rules, regulations and requirements of quasigovernmental and regulatory authorities with jurisdiction over the Parties, including ERCOT) (collectively, "*Applicable Law*").

E.12 No Presumption Against Drafting. Both Parties contributed to the drafting of this Agreement. The rule of construction that any ambiguity is construed against the party who drafted this Agreement does not apply to this Agreement.

E.13 Counterparts; Facsimile Copies. This Agreement may be executed in counterparts, all of which constitute one and the same Agreement and each is deemed an original. A facsimile copy of either Party's signature is considered an original for all purposes, and each Party shall provide its original signature upon request.

E.15 Offer for Electric Service; Refusal of Service. This Agreement, including these Terms and Conditions of Service, constitute an offer for electric service, and is expressly conditioned on acceptance of this Agreement by Gexa. Gexa may refuse to provide electric service to Customer subject to the requirements of Applicable Law.

ITEM # 6

CITY COUNCIL AGENDA ITEM FORM

Meeting Date: July 13, 2020

Prepared By: Mitch Davison

Approved By: _____

- ☐ Presentation, Report and/or Discussion Only
- ☐ Public Hearing/Related Action
- ■ Individual Discussion/Action
- ☐ Consent
- ☐ Executive Session

Caption:

Discussion and consider action on acceptance of Application to Develop in a Planned District (dental clinic) Lot 13, Block 1, of the Burnett Addition to the City of Woodway, McLennan County, Texas, located at 117 Burnett Court.

Background Information:

Nicholas Cobb (applicant) submitted an Application to Develop in a Planned District (dental clinic) Lot 13, Block 1, of the Burnett Addition to the City of Woodway, McLennan County, Texas, located at 117 Burnett Court.

City staff has requested that the applicant be present to answer any questions from the City Council.

The item is for acceptance only of the application. If accepted, the application is scheduled to be presented to the Planning and Zoning Commission on July 14th and to City Council on August 10th for the two required public hearings and action.

Financial Impact:

Total of proposed expenditure: N/A
Amount budgeted:
Account number:
If not budgeted, other funding options:

Staff Recommendation:

Accept the Application to Develop in a Planned District (dental clinic) Lot 13, Block 1, of the Burnett Addition to the City of Woodway, McLennan County, Texas, located at 117 Burnett Court.

Revised 11/7/18

APPLICATION TO DEVELOP IN A PLANNED DISTRICT

This application is pursuant to Section 2.2 of the City of Woodway Code of Ordinances, Appendix A-Zoning. All applicants are encouraged to review this section and discuss the request with the Director of Community Services prior to submittal of application.

NOTE: Application must be submitted with a **FEE OF $300.00** and **RECEIVED AT LEAST 25 DAYS** in advance of the first public hearing by mail or in person to: Community Services, City of Woodway, 924 Estates Drive, Woodway, Texas, 76712. Applications submitted on the 25th day before the first hearing date must be received by 3 p.m. to allow staff sufficient time to meet newspaper deadlines and mail notices as required by law.

PART I – TO BE COMPLETED BY APPLICANT

(1) PERSON, FIRM OR CORPORATION DESIRING TO ERECT/MODIFY BUILDING(S) OR GROUNDS WITHIN A PLANNED DISTRICT:

x Heart of Texas Smiles

(2) APPLICANT INFORMATION:

Mailing Address: 113 Burnett Court, Woodway, Tx 76712

Telephone: (254) 776-3310 **Fax:** (254) 224 6066

Email: x ncobb@heartoftexassmiles.com

If firm or corporation, name of contact person: Nicholas Cobb

(This individual will be contacted by City Staff on all matters regarding this application.)

(3) PROPERTY DESCRIPTION:

Lot: 13 **Block:** 1

Name of Addition: Burnett Addition

PLEASE PROVIDE ACREAGE DESCRIPTION IF NOT PLATTED INTO A LOT AND BLOCK:

_____ **ACRE(S) IN THE** _____ **SURVEY**

(If property is not platted, an acreage description a.k.a. field notes must be provided with the application as the wording must be included in the public hearing notice as required by law.)

Physical Address of Property: 117 Burnett Court

Revised 11/7/18

Brief Description of Property: _____

(4) IS THIS YOUR ORIGINAL REQUEST TO DEVELOP ON THIS SITE? __X__ YES or _____ NO

(5) APPLICATION MUST BE SUBMITTED WITH (2) COPIES OF THE SITE PLAN SHOWING THE FOLLOWING ITEMS AND MUST INCLUDE THE ENTIRE PARCEL OF PROPERTY UPON WHICH THE APPLICANT DESIRES TO DEVELOP:

(6)

__ In detail, the manner in which the land is to be used
__ Provision for service areas
__ Provision for landscaping
__ Provision for off-street parking
__ Character & appearance of the Building(s)
__ Elevations
__ Floor Plan
__ Size of the building(s)
__ Location of the building(s)
__ 11x17 copies of plans

(For more detail, please see the attached City of Woodway Ordinances Sec. 2.10: Site Development Plans)

SIGNATURE OF APPLICANT: X_____

By signing above, the applicant affirms that the information submitted is true and correct and affirms that the owner (if the applicant is not the owner of the property) has been made aware of this request and fully supports the proposed development.)

NOTE:
IT IS IMPERATIVE THAT THE APPLICANT OR AN INFORMED REPRESENTATIVE OF THE APPLICANT BE PRESENT AT THE PLANNING AND ZONING COMMISSION AND CITY COUNCIL MEETINGS TO EXPLAIN THE PLANS IN DETAIL AN DETAIL AND ANSWER ANY QUESTIONS.

PART II – THIS SECTION TO BE FILLED OUT BY CITY OF WOODWAY STAFF

TENTATIVE schedule for Planning & Zoning Commission and City Council

Acceptance of application by City Council	7/13/20
Action by P&Z regarding recommendation to City Council	7/14/20
Final action by City Council	8/16/20

Application received by	KR 6/12/20 2pm
$300.00 application fee paid	✓ Yes ___ No
Forward for review processing to	C. Tummire
Schedule dates provided to	
Information provided by	A. Novak

NOTICE OF PUBLIC HEARINGS

Application to Develop in a Planned District

Notice is hereby given to all interested persons that the Planning and Zoning Commission of the City of Woodway, Texas, will conduct a public hearing in the Donald J. Baker Council Chambers at Woodway City Hall, 922 Estates Drive, Woodway, Texas, at 5:30 p.m. on Tuesday, July 14, 2020, on the following request:

> Application to Develop in a Planned District (dental clinic) Lot 13, Block 1, of the Burnett Addition to the City of Woodway, McLennan County, Texas, located at 117 Burnett Court

The Woodway City Council is scheduled to conduct a public hearing on the request noted above in the Donald J. Baker Council Chambers at Woodway City Hall, 922 Estates Drive, Woodway, Texas, on Monday, August 10, 2020, at 5:30 p.m., and afterwards is scheduled to consider the recommendations of the Planning and Zoning Commission and take final action on the request.

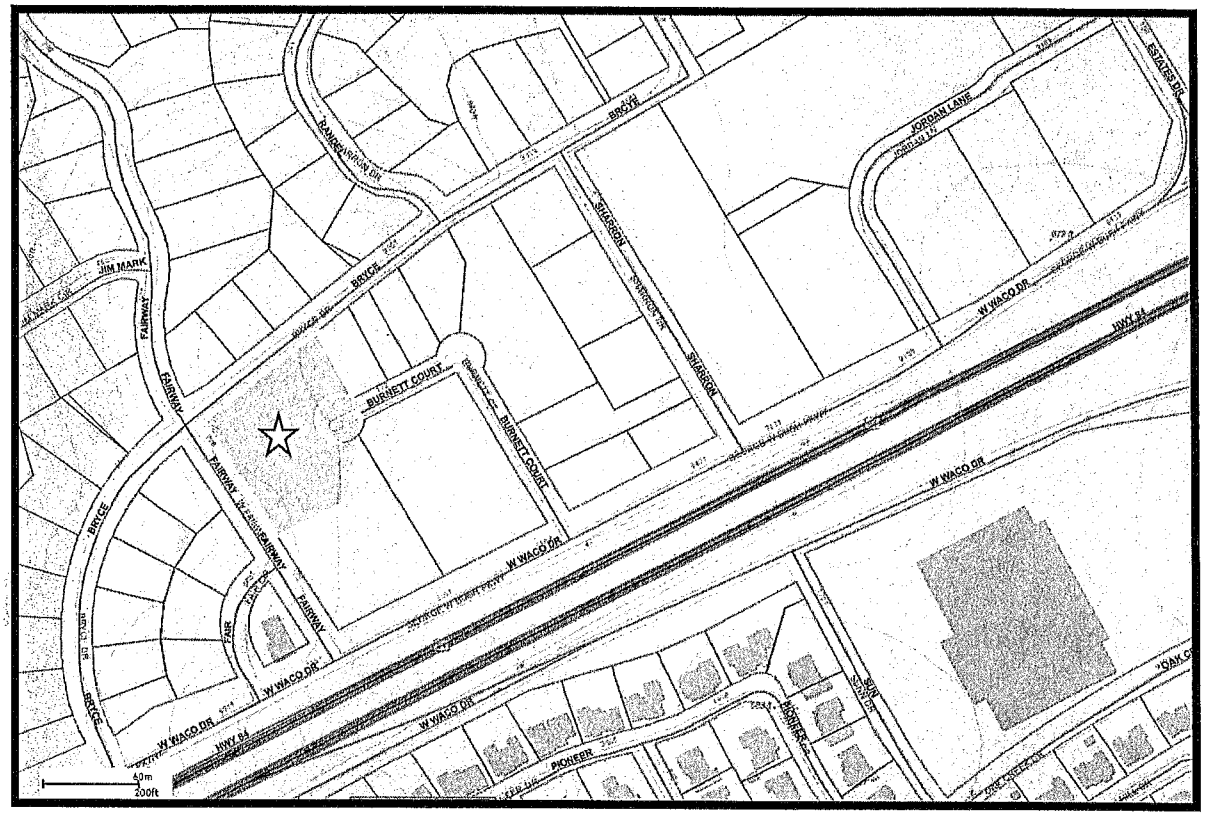
For additional information related to this request, please contact Mitch Davison, Director of Community Services and Development, 924 Estates Drive, Woodway, Texas (254-772-4050).

This notice was posted at Woodway City Hall, 922 Estates Drive, Woodway, Texas, on the 23rd day of June 2020 at 5:00 p.m.

Donna Barkley

Donna Barkley, City Secretary

This facility is wheelchair accessible and accessible parking spaces are available. Requests for accommodations or interpretive services must be made 48 hours prior to this meeting. Please contact the City Secretary's Office at (254) 772-4480 or FAX (254) 772-0695 for further information.



Part of the City's public hearing process includes mailing notices to the owners of all parcels of property (in the Woodway city limits) that are within 200 feet of the subject property. (We utilize McLennan County Appraisal District records - the most recently approved municipal tax roll - to compile the mailing list.) If you no longer own property within 200 feet of the subject property shown on this map, you may assist by forwarding this notice to the current owner; however, notices are also posted at Woodway City Hall and advertised in the official newspaper of the City, as required by law, to insure all notification requirements are met.

APPLICATION TO DEVELOP IN A
PLANNED DISTRICT
Lot 13, Block 1, Burnett Addition
(Dental Clinic)

Cobb Properties, LLC
5925 Mt. Rockwood Circle
Waco, TX 76710

BNH Investments, LTD
375 Stevens Ln.
McGregor, TX 76657

Woodway Geniuschild LLC
2604 Anders Ln.
Plano, TX 75093

Two Cronies, LTD
P.O. Box 23382
Waco, TX 76702

Lonnie Olander, et ux
9609 Fair Circle
Woodway, TX 76712

Daniel and Mary Beard
9601 Fair Circle
Woodway, TX 76712

Anthony and Marie Ann Garcia
9600 Bryce Dr.
Woodway, TX 76712

Esmeralda Reyes
9608 Bryce Dr.
Woodway, TX 76712

Rachel and John Van Pelt
9609 Bryce Dr.
Woodway, TX 76712

George Stauber, et ux
9601 Bryce Dr.
Woodway, TX 76712

David and Trisha LaPierre
9600 Jimmark Circle
Woodway, TX 76712

Richard Ellis, et ux
9537 Bryce Dr.
Woodway, TX 76712

GK and TK Enterprises, LLC
9500 Casa Grande
Waco, TX 76712

Jessie Baker and Meredith Sexton
9519 Bryce Dr.
Woodway, TX 76712

Larry Davis Storer
9511 Bryce Dr.
Woodway, TX 76712

Charles and Brooke Ramsey Living Trust
Charles and Brooke Ramsey Trustees
292 Willow Grove Rd.
Waco, TX 76712

Rachel and Russell Harlow, et al
306 Sharron Dr.
Woodway, TX 76712

David and Patricia Agado
300 Sharron Dr.
Woodway, TX 76712

Timothy Griesse
905 Arlington Dr.
Woodway, TX 76712

Equity Trust Co.
DBA Sterling Trust Custodian FBO
Home Abstract Title Account #AO8573
P.O. Box 21145
Waco, TX 76702

Nicholas Cobb, DDS PA
10133 Wildberry Ln.
Waco, TX 76712

Nicholas Cobb
113 Burnett Court
Woodway, TX 76712

HEART OF TEXAS SMILES DENTAL CLINIC

WOODWAY, TEXAS

DRAWING INDEX

C100	VICINITY MAP
C101	GENERAL NOTES & LEGEND
C200	EXISTING SURVEY
C201	DEMOLITION AND EROSION CONTROL PLAN
C300	SITE PLAN
C301	DIMENSIONAL CONTROL PLAN
C302	GRADING PLAN
C400	UTILITY PLAN
C500	PRE-CONSTRUCTION DRAINAGE AREA MAP
C501	POST-CONSTRUCTION DRAINAGE AREA MAP
C502	DETENTION POND CALCULATIONS
C503	DETENTION POND DETAIL
C504	DRAINAGE PLAN
C600-C610	CIVIL DETAILS

Submitted for Approval:

STATE OF TEXAS
DAVID L. MAREK
#83327
REGISTERED PROFESSIONAL ENGINEER

12 JUNE 2020

DAVID L. MAREK, P.E.

"THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY
DAVID L. MAREK
#83327
ON THE DATE SHOWN ON THE DATE STAMP.
ALTERATION OF A SEALED DOCUMENT WITHOUT PROPER NOTIFICATION TO THE RESPONSIBLE
ENGINEER IS AN OFFENSE UNDER THE TEXAS ENGINEERING PRACTICE ACT"

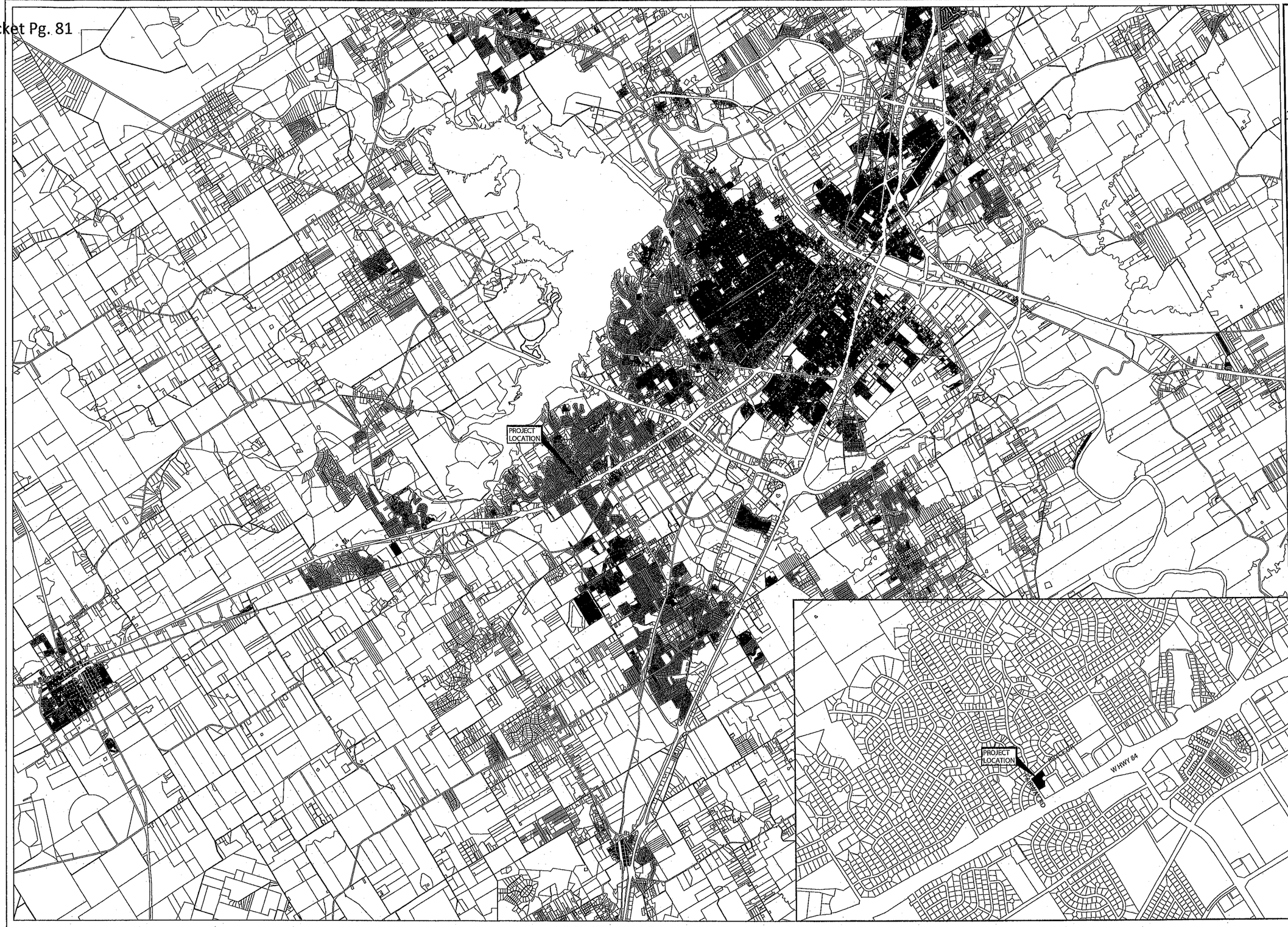
RECEIVED
JUN 30 2020
BY: DM 4:22p

CP&Y, INC.
TEXAS REGISTERED
ENGINEERING FIRM
F-1741

REV	DATE	BY	DESCRIPTION	SHEETS MODIFIED
1	6-30-2020	ECM	CITY REVIEW 1	C300-C302, C400, C501-C504, C603

HTSS1900768 - HEART OF TEXAS SMILES

G:\Projects\HTSS1900768-Heart of Texas Smiles\DWG\HTSS1900768-C10-GENERAL NOTES.DWG, 6/30/2020 1:59:17 PM, 1:1



1 VICINITY MAP

STATE OF TEXAS
DAVID L. MAREK
83327
REGISTERED PROFESSIONAL ENGINEER

06-12-2020
DATE NAME

THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY DAVID L. MAREK #83327 ON THE DATE SHOWN ON THE STAMP. ALTERATION OF A SEALED DOCUMENT WITHOUT PROPER NOTIFICATION TO THE RESPONSIBLE ENGINEER IS AN OFFENSE UNDER THE TEXAS ENGINEERING PRACTICE ACT

811

0 2500 5000 10000
(IN FEET)

KEY PLAN

HEART OF TEXAS SMILES

DENTAL CLINIC

WOODWAY, TX

	DATE	ISSUED FOR
△		
△		
△		
△		

CP&Y

CP&Y, INC.

TEXAS REGISTERED ENGINEERING FIRM F-1741

PROJ. # HTSS1900768	PM: DLM
CK. BY: DLM	DN. BY: ECM

VICINITY MAP

North

C100

G:\Projects\HTSS1900768-Heart of Texas Smiles\DWG\HTSS1900768-C10-GENERAL NOTES.dwg, 6/12/2020 1:06:27 PM

ABBREVIATIONS

A.R.V.	AIR RELEASE VALVE
B.L.	BUILDING LINE
BL	BASELINE
BM	BENCHMARK
B.O.C.	BACK OF CURB
B.O.V.	BLOWOFF VALVE
BRG.	BEARING
B.V.	BUTTERFLY VALVE
C-C	CENTER TO CENTER
C.A.V.	COMBINATION AIR RELEASE VALVE
CFS	CUBIC FEET PER SECOND
C.I.	CAST IRON
C.J.	CONTROL JOINT
℄	CENTERLINE
CLBM	CRUSHED LIMESTONE BASE MATERIAL
CMP	CORRUGATED METAL PIPE
C/O	CLEAN OUT
CY	CUBIC YARD
C&G	CONCRETE CURB & GUTTER
CONC.	CONCRETE
CTR.	CENTER
DBL	DOUBLE
DA	DRAINAGE AREA
D.E.	DRAINAGE EASEMENT
DET.	DETAIL
DIA.	DIAMETER
DIP	DUCTILE IRON PIPE
E.	EAST
E.J.	EXPANSION JOINT
EA.	EACH
ELEV.	ELEVATION
E.O.P.	EDGE OF PAVEMENT
EQ.	EQUAL
ER	END RETURN
E.W.	EACH WAY
EX.	EXISTING
F.H.	FIRE HYDRANT
FL	FLOW LINE
F.O.C.	FACE OF CURB
FDN.	FOUNDATION
FG	FINISHED GROUND
FT.	FOOT (FEET)
GALV.	GALVANIZED
G.V.	GATE VALVE
GRND.	GROUND
H.P.	HORSE POWER
HW	HEAD WATER
HWL	HIGH WATER LEVEL
HGT.	HEIGHT
HGL	HYDRAULIC GRADE LINE
HMAC	HOT-MIXED ASPHALTIC CONCRETE
HZ.	HORIZONTAL
I.D.	INSIDE DIAMETER
IN.	INCH
INCL.	INCLUDE(D) (ING)
INV.	INVERT
JT.	JOINT
L.	LENGTH
L.F.	LINEAR FOOT
L.O.G.	LIP OF GUTTER
LT.	LEFT
LWL	LOW WATER LEVEL
MTL.	MATERIAL
MAX.	MAXIMUM
MED.	MEDIUM
M.H.	MANHOLE
MIN.	MINIMUM
MISC.	MISCELLANEOUS
M.P.	MID POINT
N.	NORTH
NG	NATURAL GROUND
N.T.S.	NOT TO SCALE
N.I.C.	NOT IN CONTRACT
NO.	NUMBER
OC	ON CENTER
OCEW	ON CENTER EACH WAY
O.D.	OUTSIDE DIAMETER
PC	POINT OF CURVATURE
P.G.L.	PROPOSED GRADE LINE
POB	POINT OF BEGINNING
PRC	POINT OF REVERSE CURVATURE
PSI	POUNDS PER SQUARE INCH
PT	POINT OF TANGENCY
P.U.E.	PUBLIC UTILITY EASEMENT
PVC	POINT OF VERTICAL CURVATURE
PVI	POINT OF VERTICAL INFLECTION
PVT	POINT OF VERTICAL TANGENCY
PVC	POLYVINYL CHLORIDE
R	RADIUS
RE	REFERENCE
REINF.	REINFORCE(D)
REQ'D	REQUIRED
REV.	REVISION
R.O.W.	RIGHT OF WAY
RP	RADIUS POINT
RT.	RIGHT
S.	SOUTH
SAN SEW	SANITARY SEWER
S.D.	STORM DRAIN
SF	SQUARE FOOT
SY	SQUARE YARD
SHT.	SHEET
SIM.	SIMILAR
SPEC.	SPECIFICATION
SQ.	SQUARE
STA.	STATION
STD.	STANDARD
SYM.	SYMMETRICAL
SYS.	SYSTEM
TAS	TERMINAL ANCHOR SECTION
TBM	TEMPORARY BENCHMARK
TC=	TOP OF CURB
T.O.B.	TOP OF BANK (BERM)
T.O.G.	TOP OF GRATE
T.O.S.	TOE OF SLOPE
TEL.	TELEPHONE
THK.	THICK
TYP.	TYPICAL
U.O.N.	UNLESS OTHERWISE NOTED
V.	VELOCITY
VERT.	VERTICAL
W	WEST
W/	WITH
W/O	WITHOUT
W.S.EL.	WATER SURFACE ELEVATION
WT.	WEIGHT

TOPOGRAPHIC SURVEY LEGEND

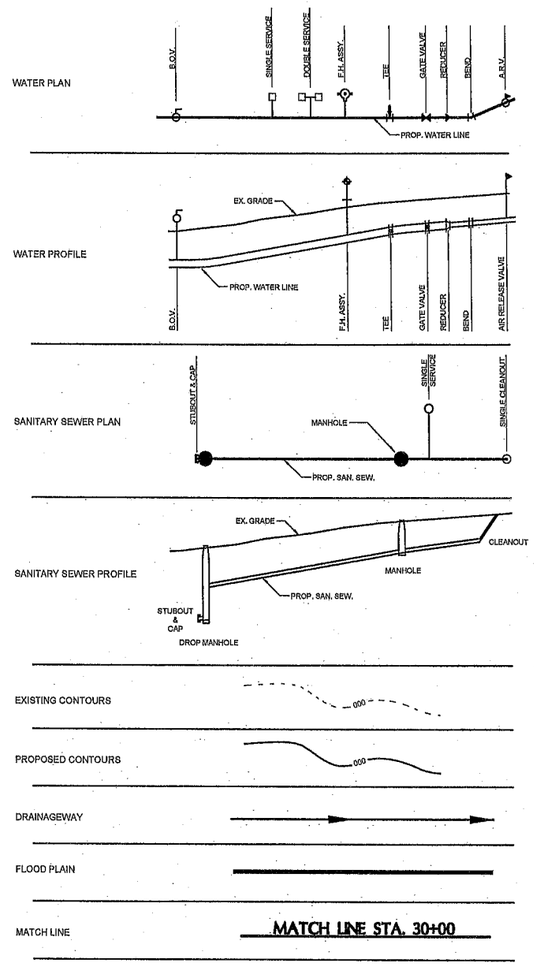
- = 1/2" DIAMETER REBAR FOUND, UNLESS OTHERWISE NOTED
- = 1/2" DIAMETER REBAR WITH CAP PLACED, UNLESS OTHERWISE NOTED
- = 1/2" DIAMETER REBAR FOUND IN CONCRETE, UNLESS OTHERWISE NOTED
- = 1/2" DIAMETER REBAR PLACED IN CONCRETE, UNLESS OTHERWISE NOTED

M.C.D.R. = McLENNAN COUNTY DEED RECORDS
M.C.O.P.R. = McLENNAN COUNTY OFFICIAL PUBLIC RECORDS
( ) = DEED CALL/PLATTED CALL
[ ] = ADJOINER CALL
—WW— = SANITARY SEWER LINE
= SANITARY SEWER MANHOLE
= SANITARY SEWER CLEANOUT
—E— = OVERHEAD ELECTRIC LINE
—U/E— = UNDERGROUND ELECTRIC LINE
= POWER POLE
= LIGHT POLE
= GUY WIRE
TV = TELEVISION RISER
—T— = OVERHEAD TELEPHONE LINE
—U/T— = UNDERGROUND TELEPHONE LINE
T = TELEPHONE RISER
= TELEPHONE MANHOLE
—SD— = STORM SEWER LINE
= STORM DRAIN MANHOLE
—G— = GAS LINE
G = GAS METER
—W— = WATER LINE
W = WATER METER
= WATER VALVE
= FIRE HYDRANT
= WATER SPRINKLER
= WATER SPRINKLER CONTROL VALVE
= TEMPORARY BENCHMARK
= SIGN
= MAILBOX
= SOIL BORING
= TREE
= SHRUB
—X— = FENCE
= ASPHALT
= CONCRETE
= COVERED AREA
= PROPERTY LINE

MATERIALS LEGEND

- GRAVEL
- ROCK RIPRAP, GABIONS
- PAVEMENT
- CONCRETE
- CRUSH LIMESTONE
- SAND
- FILL, HORIZONTAL
- NATURAL GROUND
- COMPACTED FILL (SUBGRADE)

DESIGN LEGEND



PLAN INFORMATION LEGEND

SECTION NO. / SHEET NO. (10 / 1)
DETAIL NO. / SHEET NO. (1 / 10)
INLET NUMBER (10)
REVISION NO. (1)

BENCH MARK LIST

T.B.M. #	DESCRIPTION
TBM 1:	ELEVATION 662.63' CUT BOX WITH 'X' - AT BURNETT CIRCLE ROUNDABOUT, IN SOUTHWEST CURB RETURN AT SCHOOL ENTRANCE
TBM 4:	ELEVATION 652.41' CUT BOX WITH 'X' - IN TOP OF CURB AT THE EAST SIDE OF FAIRWAY ROAD AND BRYCE DRIVE INTERSECTION

BASIS OF BEARINGS

THE COORDINATES SHOWN HEREON ARE IN GRID AND BASED ON GPS OBSERVATIONS, AND THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, NORTH AMERICAN DATUM OF 1983. ALL DISTANCES AND AREAS SHOWN ARE BASED ON US SURVEY FEET.

GENERAL NOTES

ALL WORK WILL BE DONE IN ACCORDANCE WITH DETAILS & SPECIFICATIONS FOR THIS PROJECT. ANY DEVIATION FROM THE STANDARDS MUST BE SUBMITTED TO THE PROJECT ENGINEER FOR APPROVAL. ALL PUBLIC IMPROVEMENTS INCLUDING STREETS, UTILITIES AND DRAINAGE SHALL BE DESIGNED AND CONSTRUCTED IN ACCORDANCE WITH THE DESIGN AND CONSTRUCTION STANDARDS AND SPECIFICATIONS TO CITY OF WOODWAY SUBDIVISION ORDINANCE FOR PUBLIC WORKS CONSTRUCTION.

CONTRACT ADMINISTRATION - THE CONTRACT IS A WRITTEN AGREEMENT BY WHICH THE CONTRACTOR HAS COMMITTED TO COMPLETE THE SPECIFIC SCOPE OF WORK, IN COMPLIANCE WITH THE DRAWINGS, SPECIFICATIONS, SCHEDULE, AND ALL APPLICABLE LAWS, RULES AND REGULATIONS. COMPENSATION FOR SAID WORK SHALL BE MADE AS DESCRIBED IN THE AGREED UPON PROPOSAL.

ANY REQUEST FOR CHANGE TO THE DESIGN, SCHEDULE, OR PROJECT COST MUST BE MADE IN WRITING AND APPROVED PRIOR TO IMPLEMENTATION.

SUBMITTALS - THE CONTRACTOR SHALL SUBMIT, WITHIN 10 DAYS OF THE EFFECTIVE DATE OF NOTICE TO PROCEED:

THE NAME AND CONTACT INFORMATION OF THE PROJECT SUPERINTENDENT;
THE NAME AND CONTACT INFORMATION OF THE EMERGENCY CONTACT;
THE NAME, QUALIFICATIONS, AND CONTACT INFORMATION OF THE SAFETY REPRESENTATIVE(S);
THE NAME AND CONTACT INFORMATION FOR THE DESIGNATED PROJECT MANAGER FOR THIS CONTRACT.

ENVIRONMENTAL AND SAFETY PLANS
THE CONTRACTOR SHALL SUBMIT FOR APPROVAL ALL REQUIRED ENVIRONMENTAL AND SAFETY PLANS FOR THE COMPLETION OF THE WORK. THE WORK WILL NOT BE PERMITTED TO BEGIN UNTIL ALL RELATED PLANS HAVE BEEN REVIEWED AND APPROVAL BY THE APPROPRIATE PARTY (IES).

TRAFFIC CONTROL PLAN (TCP) - WHEN REQUIRED, THE CONTRACTOR IS RESPONSIBLE TO SUBMIT A TRAFFIC CONTROL PLAN FOR APPROVAL. THE PLAN SHALL BE BASED UPON APPLICABLE CITY AND STATE REQUIREMENTS AND ESTABLISHED STANDARDS.

THE CONTRACTOR IS RESPONSIBLE TO MONITOR THE PLAN AS THE WORK PROGRESSES AND SUBMIT MODIFICATIONS FOR APPROVAL AS NEEDED.

THE CONTRACTOR IS ALSO RESPONSIBLE TO INSURE THE INSPECTOR IS PROVIDED A COPY OF THE SIGNED PLAN PRIOR TO BEGINNING WORK.

TRENCH SAFETY PLANS

WHEN REQUIRED BY THE WORK, THE CONTRACTOR SHALL SUBMIT A TRENCH SAFETY PLAN FOR APPROVAL. THE PLAN SHALL INCLUDE THE RECOMMENDED SAFETY PROTECTION MEASURES WITH THE APPROPRIATE LOADING REQUIREMENTS. THE CONTRACTOR SHALL ENSURE THAT THE PROTECTIVE MEASURES LOCATED ON SITE AND ALL PROCEDURES ON THE PROJECT ARE IN COMPLIANCE WITH ALL ASPECTS OF THE PLAN.

THE CONTRACTOR SHALL COMPLY WITH ALL APPLICABLE RULES AND REGULATIONS. ALL RELATED DOCUMENTATION WILL BE MADE AVAILABLE TO THE INSPECTOR ON DAILY BASIS. THE CONTRACTOR SHALL PROVIDE COPIES OF ALL RELATED DOCUMENTATION TO THE OWNER UPON REQUEST.

STORM WATER POLLUTION PREVENTION PLAN EROSION CONTROL PLAN)

THE CONTRACTOR SHALL SUBMIT A STORM WATER POLLUTION PREVENTION PLAN (EROSION CONTROL PLAN) FOR APPROVAL. THE PLAN SHALL BE BASED UPON APPLICABLE CITY, STATE, AND FEDERAL REQUIREMENTS AND ESTABLISHED STANDARDS.

THE CONTRACTOR IS RESPONSIBLE TO MONITOR THE PLAN AS THE WORK PROGRESSES AND SUBMIT MODIFICATIONS FOR APPROVAL AS NEEDED.

THE CONTRACTOR IS ALSO RESPONSIBLE TO ENSURE THE INSPECTOR IS PROVIDED A COPY OF THE SIGNED PLAN PRIOR TO BEGINNING WORK.

WATER LINES

SHALL HAVE A MINIMUM COVER OF 3.5' BELOW FINISHED STREET GRADE UNLESS OTHERWISE SPECIFIED.

EXISTING FIRE HYDRANTS THAT ARE TO BE REMOVED SHALL REMAIN THE PROPERTY OF THE CITY OF WOODWAY.

UTILITIES

EXISTING UTILITIES HAVE BEEN SHOWN AS BEST AS CAN BE DETERMINED FROM UTILITY COMPANY RECORDS AND INVESTIGATION. THE UTILITY LINE LOCATIONS SHOWN ON THE PLANS ARE APPROXIMATE ONLY AND ARE FURNISHED AS A GUIDE FOR THE CONTRACTOR. THE CONTRACTOR WILL VERIFY THE LOCATION AND ELEVATION OF ALL UTILITIES BEFORE BEGINNING EXCAVATION.

GAS LINES TO BE RELOCATED OR ADJUSTED BY OTHERS. TELEPHONE LINES TO BE RELOCATED OR ADJUSTED BY OTHERS. UTILITY POLES TO BE RELOCATED BY OTHERS.

THE CONTRACTOR SHALL NOTIFY, (SEE DETAILED LIST BELOW), PRIOR TO STARTING CONSTRUCTION ON ANY STREET IN THE VICINITY OF ANY EXISTING UTILITIES SO THAT ANY ADJUSTMENTS OF EXISTING UTILITIES THAT HAVE NOT PREVIOUSLY BEEN MADE CAN BE MADE PRIOR TO CONSTRUCTION.

THE APPROPRIATE CONTACT PEOPLE FOR UTILITIES ARE AS FOLLOWS:

UTILITY COMPANIES

AT&T
CALVIN PEWITT - (254) 715-7869

ONCOR ELECTRIC
DREW CRAWFORD - (254) 750-5249

ATMOS GAS
RICK SULAK - (254) 744-0579

MCI
FRANK WALKER - (254)753-3442

CITY OF WOODWAY WATER DISTRIBUTION
JOHN NORMAN - (254) 772-4050

MCLEOD USA (PAETEC)
TRACY COVINGTON - (512) 934-1469

LEVEL THREE COMMUNICATIONS
HUGH NIELSEN - (512) 656-4763

CITY OF WACO TRAFFIC CONDUIT & ELECTRICAL
BILLY DEHART - (254) 749-4087

TIME WARNER CABLE
JOHNNY TINDALE - (254) 781-3808

GRANDE COMMUNICATIONS
JOHNNY HUTYRA - (254) 235-2072

CITY OF WOODWAY SANITARY SEWER
JOHN NORMAN - (254) 772-4050

ONE CALL NOTIFICATION CENTERS

LONESTAR NOTIFICATION CENTER
WEBSITE: HTTP://WWW.OCCINC.COM/LOCATIONS
/LONE_STAR.ASP
(800) 669-8344

TEXAS EXCAVATION SAFETY SYSTEM
WEBSITE: HTTP://WWW.TEXASONECALL.COM
(800)DIG-TESS OR (800) 344-8377

TEXAS ONE CALL SYSTEM
WEBSITE: HTTP://WWW.TEXASONECALL.COM
(800) 245-4545

UNDERGROUND PIPELINE (GAS) DAMAGE REPORTING
HTTP://WWW.RRC.STATE.TX.US/PROGRAMS/
DAMAGEPREVENTION.INDEX.PHP
PHONE: (800)460-3030 OR (800)545-6005

SPECIAL NOTES

1. ACCURACY OF EXISTING WATER LINES, GAS LINES, UNDERGROUND TELEPHONE, FIBER OPTIC AND OTHER UTILITIES SHOWN ON THE PLANS SHOULD BE VERIFIED BY THE CONTRACTOR BEFORE DIGGING.
2. DEPTHS OF EXISTING UTILITIES IN MOST CASES ARE ASSUMED, AND ARE NOT VERIFIED.
3. ALL EXCESS EXCAVATED MATERIAL, NOT SUITABLE FOR BACKFILL IS TO BE REMOVED AND DISPOSED OF OFFSITE BY THE CONTRACTOR, INCLUDING CURB AND GUTTER AND DRIVE APPROACHES.
4. ALL IMPROVEMENTS REMOVED OR DAMAGED BY CONSTRUCTION OPERATIONS SHALL BE REPLACED OR RESTORED TO A CONDITION EQUAL TO OR BETTER THAN THAT WHICH EXISTED PRIOR TO BEGINNING CONSTRUCTION.
5. ALL TESTING MUST BE IN ACCORDANCE WITH CURRENT (TCEQ) REGULATIONS.
6. EXCAVATION IN EXISTING DRIVEWAYS SHALL BE BACKFILLED AND REPAIRED TO EXISTING CONDITION.
7. CONTRACTOR SHALL SHAPE EMBEDMENT MATERIAL TO ACCOMMODATE THE BELLED JOINTS OF PIPES TO INSURE SUPPORT THROUGHOUT THEIR LENGTHS. BELLED JOINTS SHALL HAVE A MINIMUM OF 2' OF FILL BENEATH THEM.
8. IF EXCAVATED MATERIAL IS NOT ACCEPTABLE TO THE ENGINEER FOR BACKFILL, THE CONTRACTOR SHALL PROVIDE SELECT IMPORT MATERIAL AS REQUIRED. ALL BACKFILL MATERIAL IS SUBSIDIARY TO THE PRICE OF PIPE IN PLACE.
9. MAX JOINT DEFLECTION SHALL BE HALF THE MANUFACTURER RECOMMENDED MAXIMUM.
10. ALL AREAS DISTURBED OR EXPOSED DURING CONSTRUCTION SHALL BE REVEGETATED. REVEGETATION OF ALL DISTURBED OR EXPOSED AREAS SHALL CONSIST OF SODDING,SEEDING OR HYDROMULCH, AT THE CONTRACTORS OPTION. HOWEVER, REVEGETATION MUST BE EQUAL OR EXCEED THE TYPE OF VEGETATION PRESENT BEFORE CONSTRUCTION. REVEGETATION SHALL BE SUBSIDIARY TO INSTALLATION OF PIPELINE AND NOT AN ADDITIONAL PAY ITEM.
11. MECHANICAL EQUIPMENT ON THE ROOF, GROUND OR BUILDING SHALL BE LOCATED OR SCREENED COMPLETELY FROM VIEW WHEN OBSERVED FROM 6' ABOVE GROUND LEVEL AT ANY POINT ALONG THE PROPERTY LINE ADJACENT TO AND ABUTTING EACH PUBLIC STREET RIGHT OF WAY AND LOCATED OR SCREENED SO AS NOT TO BE VISIBLE WHEN OBSERVED FROM 6' ABOVE GROUND LEVEL AT ANY POINT ALONG THE PROPERTY LINE OF A RESIDENTIAL AREA ADJACENT TO AND ABUTTING ANY RESIDENTIAL AREA. MECHANICAL EQUIPMENT SELECTED FOR INSTALLATION SHALL NOT BE OFFENSIVE OR CREATE A NUISANCE WITH REGARD TO NOISE, ODOR OR DUST.

1 GENERAL NOTES & LEGEND

STATE OF TEXAS
DAVID L. MAREK
83327
REGISTERED PROFESSIONAL ENGINEER

05-12-2020
DATE NAME

"THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY DAVID L. MAREK #83327 ON THE DATE SHOWN ON THE STAMP. ALTERATION OF A SEALED DOCUMENT WITHOUT PROPER NOTIFICATION TO THE RESPONSIBLE ENGINEER IS AN OFFENSE UNDER THE TEXAS ENGINEERING PRACTICE ACT"

811

0 (IN FEET)

KEY PLAN

HEART OF TEXAS SMILES
DENTAL CLINIC
WOODWAY, TX

	DATE	ISSUED FOR
1		
2		
3		
4		

CP&Y
CP&Y, INC.
TEXAS REGISTERED ENGINEERING FIRM F-1741

PROJ. # HTSS1900768	PM: DLM
CK BY: DLM	DN. BY: ECM

GENERAL NOTES & LEGEND

North

C101

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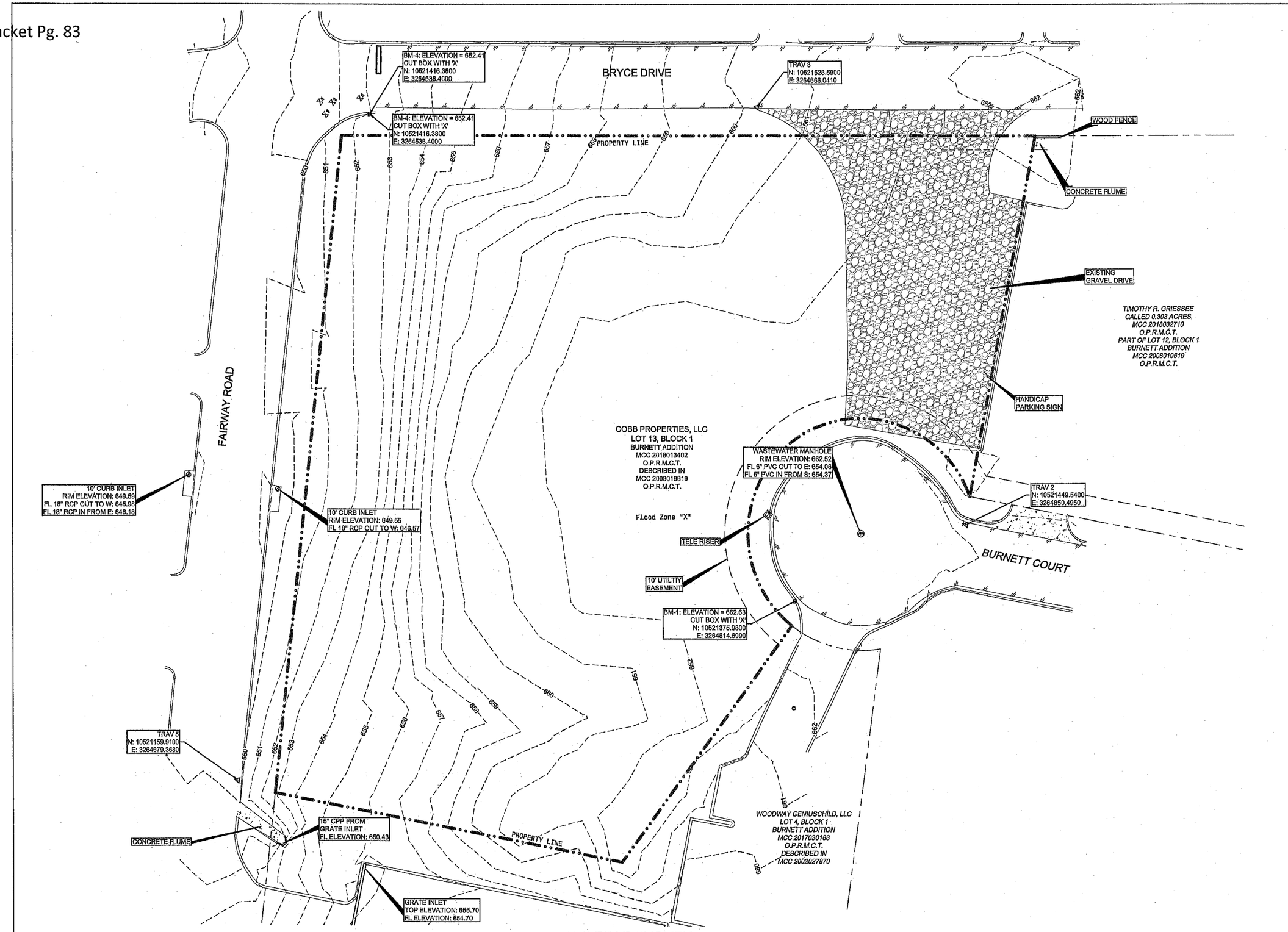

1 EXSITING SURVEY

SCALE: 1" = 20'

STATE OF TEXAS
DAVID L. MAREK
83327
REGISTERED PROFESSIONAL ENGINEER

06-12-2020
DATE NAME

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(IN FEET)

KEY PLAN

HEART OF TEXAS SMILES

DENTAL CLINIC

WOODWAY, TX

	DATE	ISSUED FOR
△		
△		
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△		

CP&Y

CP&Y, INC.

TEXAS REGISTERED ENGINEERING FIRM F-1741

PROJ. # HTSS1900768	PM: DLM
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EXISTING SURVEY

NORTH

C200

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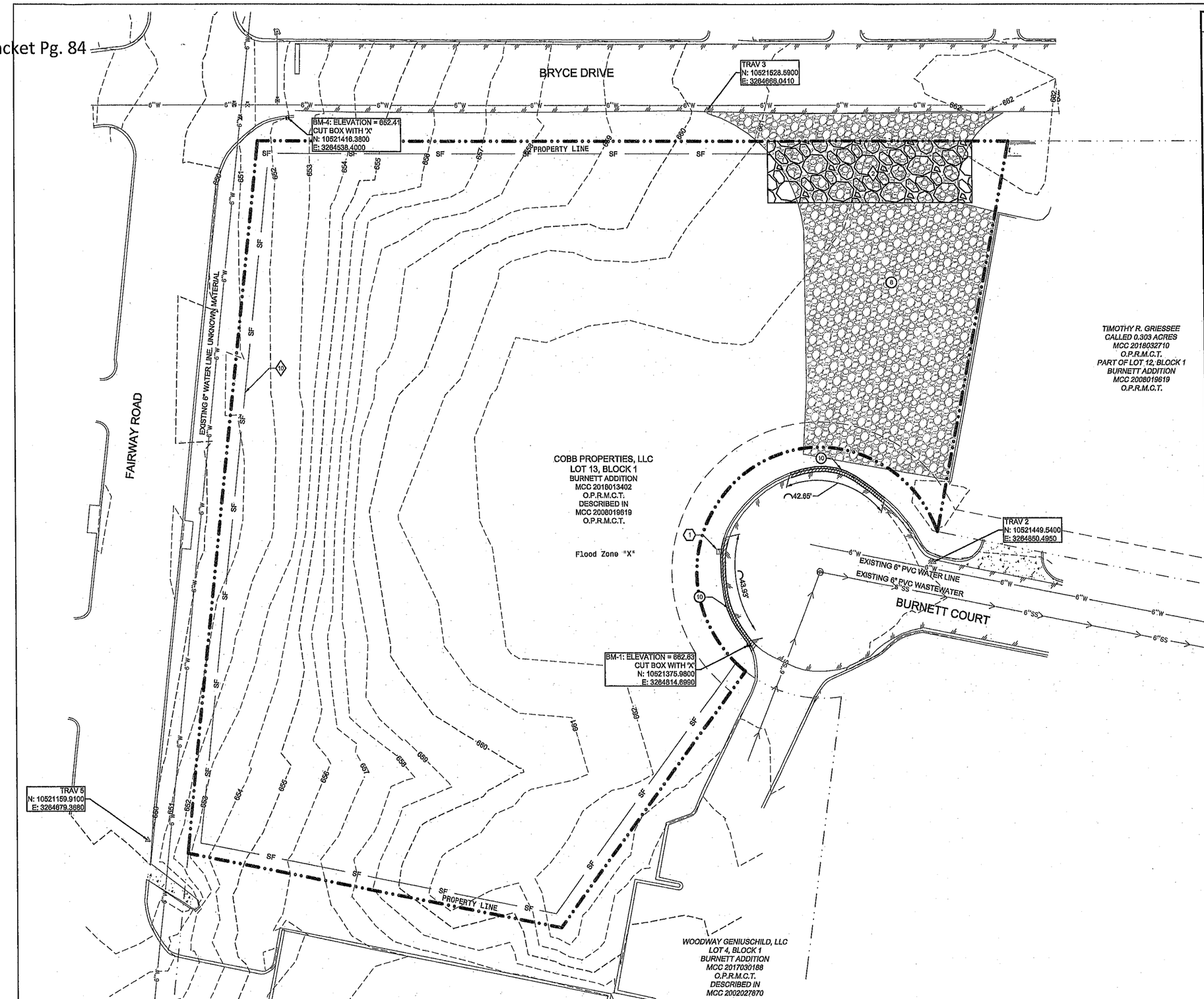

1 DEMOLITION & EROSION CONTROL PLAN

SCALE: 1" = 20'

DEMOLITION CALLOUTS

8 CRUSHED LIMESTONE BASE MATERIAL (ALL DEPTHS) TO BE REMOVED AND DISPOSED OFF-SITE. CONTRACTOR TO PROVIDE NECESSARY EXCAVATION AND/OR PLACEMENT OF SELECT FILL TO ACHIEVE DESIGN SUBGRADE (COST TO BE SUBSIDIARY TO BID ITEM)

10 CONCRETE CURB OR CURB & GUTTER (ALL TYPES) TO BE SAWCUT, REMOVED, AND DISPOSED OFF-SITE. CONTRACTOR TO REMOVE HMAC AND BASE NECESSARY FOR CURB AND GUTTER CONSTRUCTION. COST TO BE SUBSIDIARY TO CURB REMOVAL BID ITEM.

EROSION CONTROL CALLOUTS

2 CONSTRUCTION ENTRANCE

10 SILT FENCE

SPECIAL PROJECT NOTE

1 CONTRACTOR TO COORDINATE RELOCATION OF TELEPHONE RISER WITH PRIVATE UTILITY SUPPLIER.

!!!CAUTION!!!
EXISTING OVERHEAD UTILITIES IN VICINITY. CONTRACTOR SHALL EXERCISE EXTREME CAUTION WHEN WORKING NEAR ELECTRIC FACILITIES.

!!!WARNING!!!
THE ENGINEER ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OF THE LOCATION OF UNDERGROUND UTILITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATION AND AVOIDING ALL EXISTING UTILITIES BY CALLING THE 'ONE CALL' LOCATOR SERVICE AT (800)344-8377 AT LEAST 48 HOURS PRIOR TO CONSTRUCTION.

STATE OF TEXAS
DAVID L. MAREK
#93327
REGISTERED PROFESSIONAL ENGINEER

06-12-2020
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(IN FEET)

KEY PLAN

HEART OF TEXAS SMILES

DENTAL CLINIC

WOODWAY, TX

DATE	ISSUED FOR

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TEXAS REGISTERED ENGINEERING FIRM F-1741

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DEMOLITION & EROSION CONTROL PLAN

North

C201

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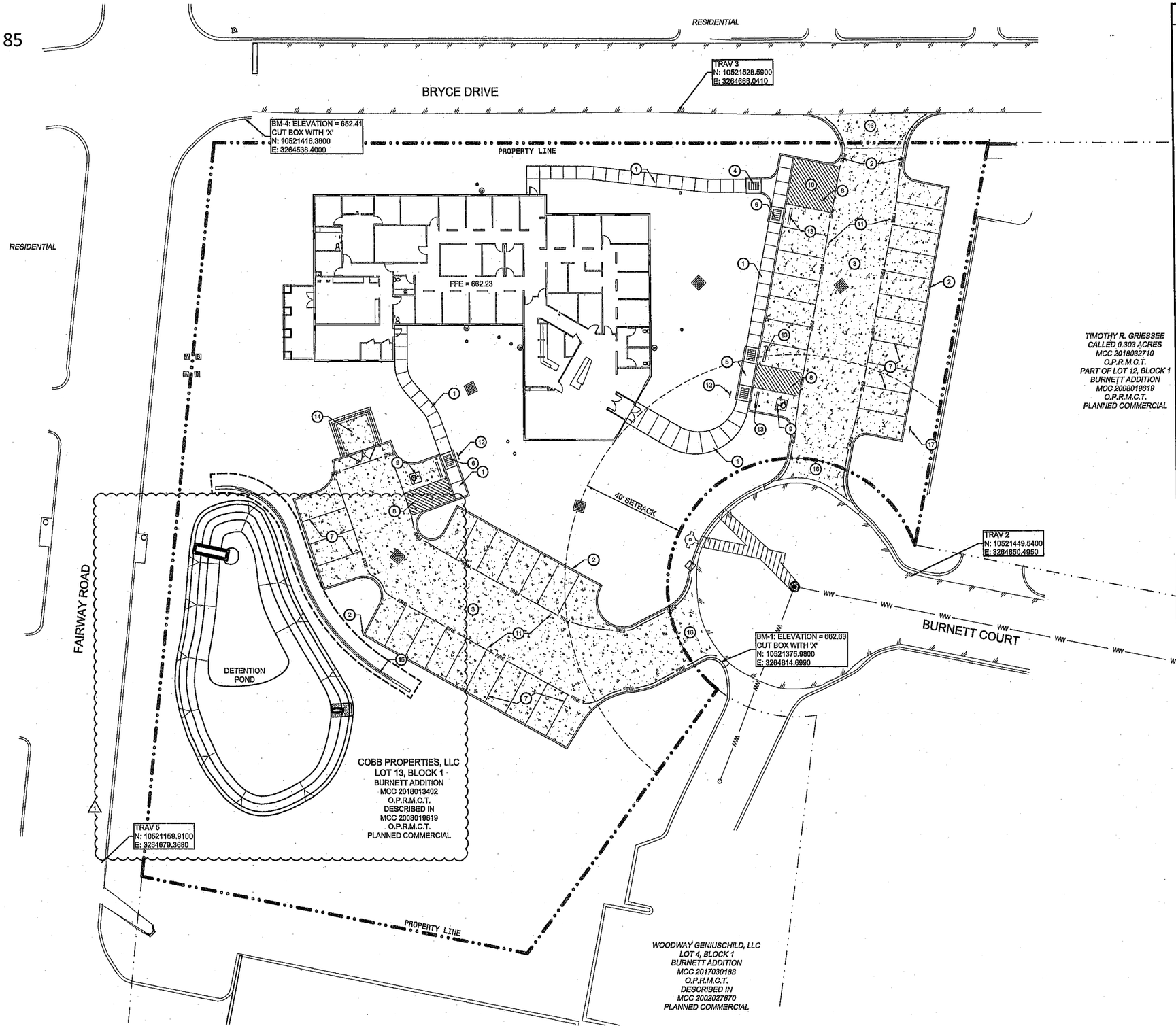

1 SITE PLAN
SCALE: 1" = 20'

SITE CALLOUTS

1. REINFORCED CONCRETE SIDEWALK MAXIMUM CROSS SLOPE: 2% MAXIMUM RUN: 5.0%
2. INTEGRAL CONCRETE CURB
3. REINFORCED CONCRETE PAVING
4. TXDOT TYPE 1 ACCESSIBLE RAMP W/O WINGS, W/O DETECTIBLE WARNINGS
5. TXDOT TYPE 2 ACCESSIBLE RAMP W/O DETECTIBLE WARNINGS
6. TXDOT TYPE 10 ACCESSIBLE RAMP W/O DETECTIBLE WARNINGS
7. REFL PAV MRK TY 1 (W) 4" (SLD) (100 MIL)
8. REFL PAV MRK TY 1 (B) 4" (SLD) (100 MIL) SPACING: 24"
9. REFL PAV MRK TY 1: ACCESSIBLE PARKING (LARGE)
10. REFL PAV MRK TY 1 (W) 4" (SLD) (100 MIL) SPACING: 24" (DENOTES PATIENT PICKUP)
11. FIRE LANE MARKINGS PER CITY OF WOODWAY FIRE DEPARTMENT STANDARDS
12. VAN ACCESSIBLE PARKING SIGNAGE, INSTALLED ON 2-3/8" Ø GALVANIZED STEEL POST
13. CONCRETE WHEELSTOP
14. REINFORCED CONCRETE DUMPSTER PAD, CONCRETE BLOCK SCREENING AND GATED ENCLOSURE
15. REINFORCED CONCRETE RETAINING WALL WITH GALVANIZED STEEL GUARDRAIL, AS REQUIRED
16. REINFORCED CONCRETE DRIVE APPROACH MINIMUM THICKNESS : 8"
17. INCIDENTAL DELIVERY SIGN

OFF-STREET PARKING TABLE

BUILDING AREA	
OFFICE	8,890 SF
CITY ORDINANCE REQUIREMENTS	
OFFICE	1 SP/300 SF
REQUIRED PARKING	
TOTAL SPACES	30
ADA SPACES	2
PROVIDED PARKING	
TOTAL SPACES	41
ADA SPACES	2

SITE CHARACTERISTICS

ZONING	PLANNED COMMERCIAL
PERVIOUS AREA (S.F.)	44,996 S.F.
IMPERVIOUS AREA (S.F.)	26,434 S.F.
% PERVIOUS	63.0%
% IMPERVIOUS	37.0%

!!!CAUTION!!!
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!!!WARNING!!!
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STATE OF TEXAS
DAVID L. MAREK
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06-12-2020
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(IN FEET)

KEY PLAN

HEART OF TEXAS SMILES
DENTAL CLINIC
WOODWAY, TX

DATE	ISSUED FOR
6-30-20	CITY REVIEW 1

CP&Y
CP&Y, INC.
TEXAS REGISTERED ENGINEERING FIRM F-1741

PROJ. # HTSS1900768	PM: DLM
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SITE PLAN

C300

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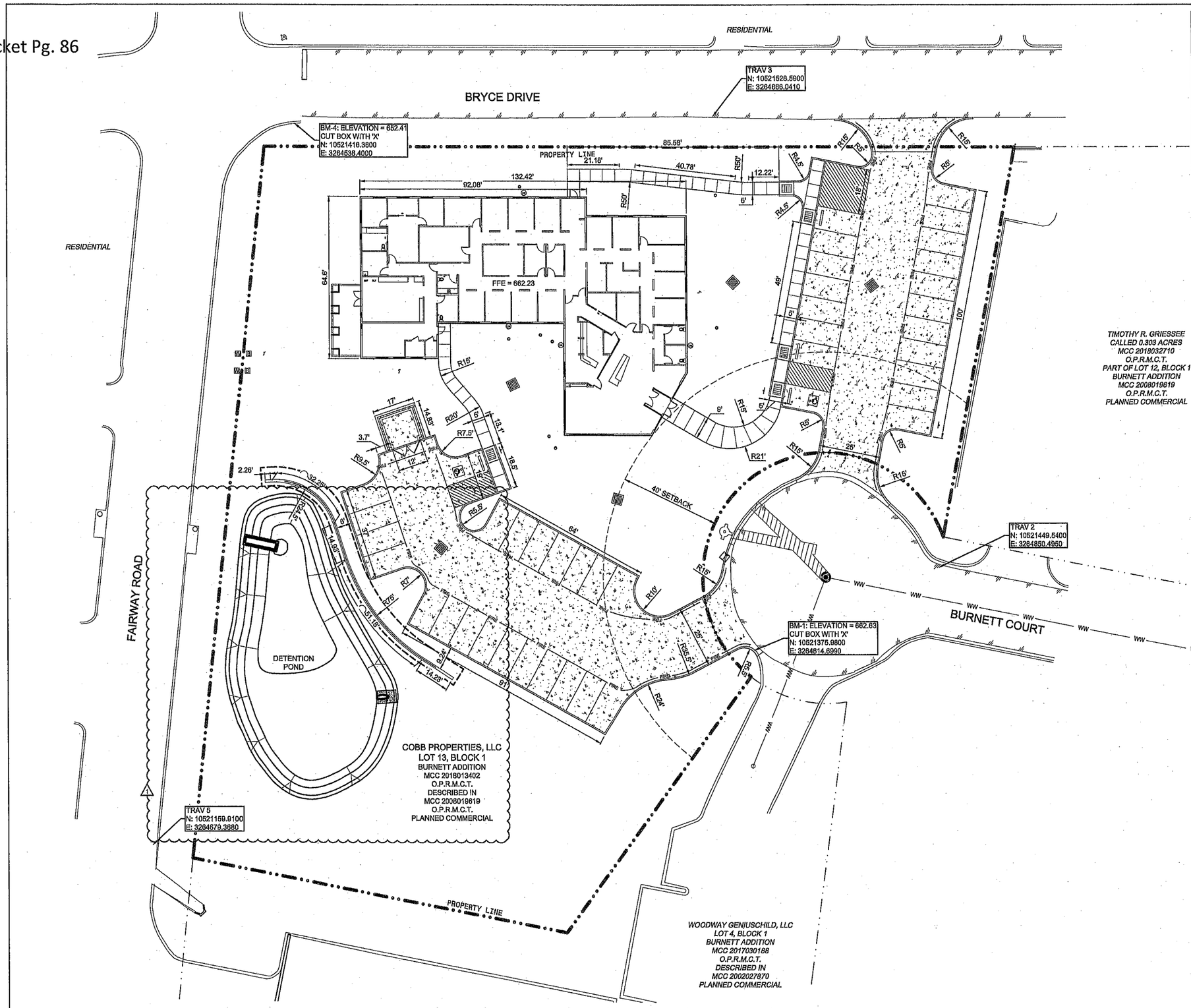

1 DIMENSIONAL CONTROL PLAN

SCALE: 1" = 20'

!!!CAUTION!!!
EXISTING OVERHEAD UTILITIES IN VICINITY. CONTRACTOR SHALL EXERCISE EXTREME CAUTION WHEN WORKING NEAR ELECTRIC FACILITIES.

!!!WARNING!!!
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(IN FEET)

KEY PLAN

HEART OF TEXAS SMILES
DENTAL CLINIC
WOODWAY, TX

	DATE	ISSUED FOR
1		
2		
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4	8-30-20	CITY REVIEW 1

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CP&Y, INC.
TEXAS REGISTERED ENGINEERING FIRM F-1741

PROJ. # HTSS1900768	PM: DLM
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DIMENSIONAL CONTROL PLAN

C301

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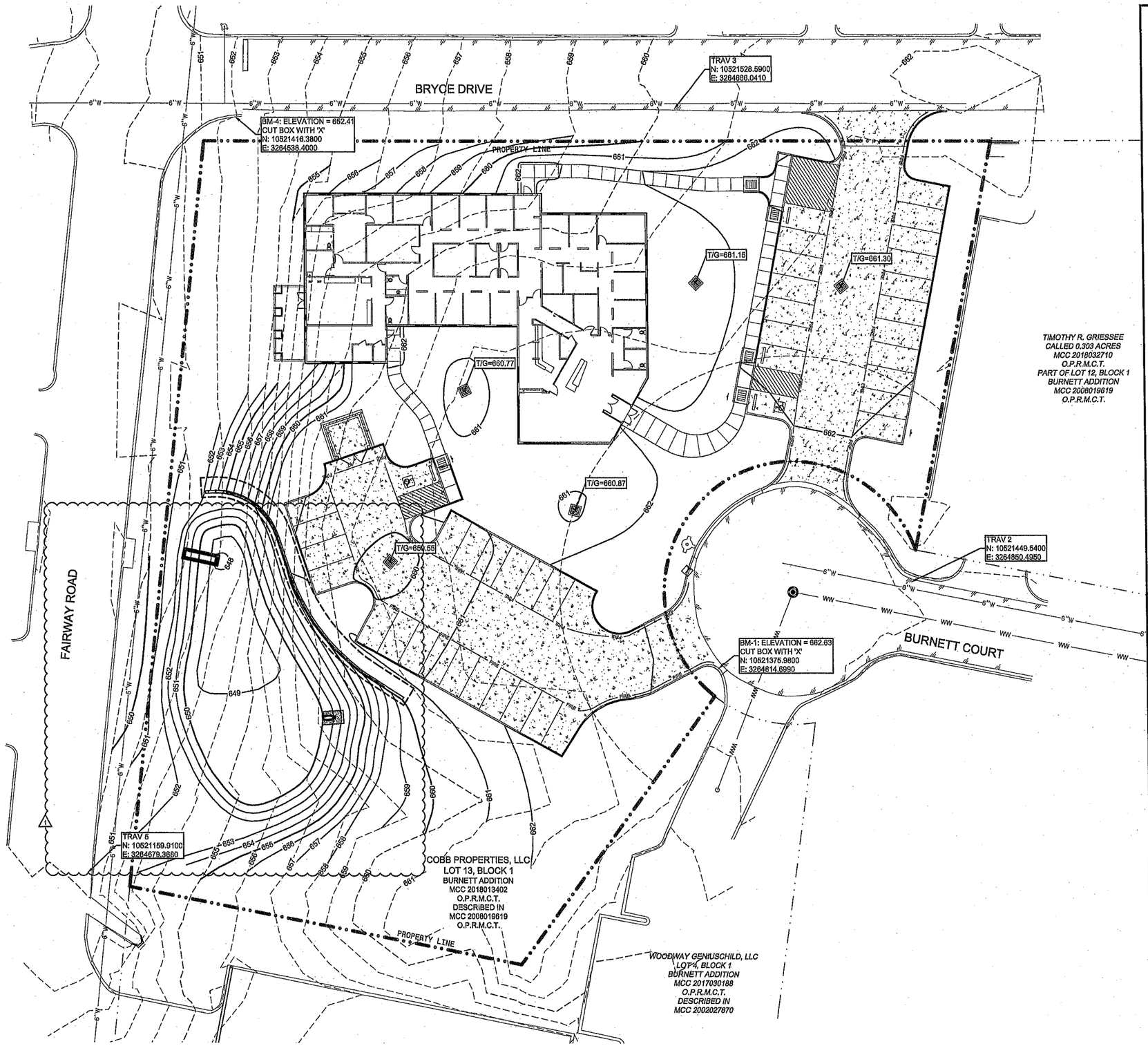

1 GRADING PLAN

SCALE: 1" = 20'

!!!CAUTION!!!
EXISTING OVERHEAD UTILITIES IN VICINITY. CONTRACTOR SHALL EXERCISE EXTREME CAUTION WHEN WORKING NEAR ELECTRIC FACILITIES.

!!!WARNING!!!
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(IN FEET)

KEY PLAN

HEART OF TEXAS SMILES
DENTAL CLINIC
WOODWAY, TX

	DATE	ISSUED FOR
1	6-30-20	CITY REVIEW 1

CP&Y
CP&Y, INC.
TEXAS REGISTERED ENGINEERING FIRM F-1741

PROJ. # HTSS1900768	PM: DLM
CK. BY: DLM	DN. BY: ECM

GRADING PLAN

NORTH

C302

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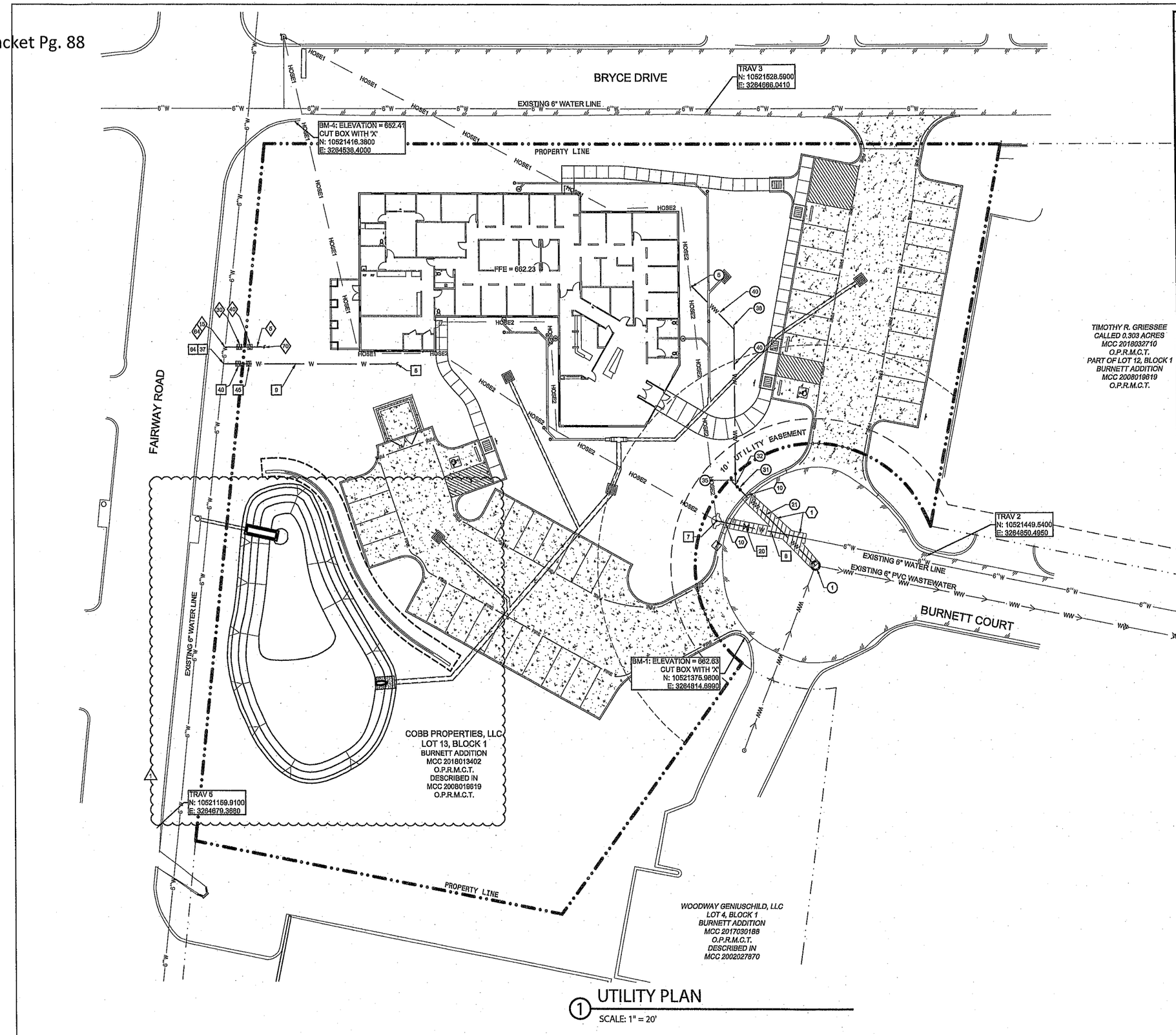

1 UTILITY PLAN

SCALE: 1" = 20'

DOMESTIC WATER CALLOUTS

- 6 TERMINATE SERVICE 5' FROM BUILDING ENVELOPE. CONTINUATION TO UNDERFLOOR PLUMBING. SEE MEP PLANS
- 7 FIRE HYDRANT ASSEMBLY
- 8 REMOVE EXISTING CAP & THRUST BLOCK, CONNECT TO 6" C-900 PVC WATER LINE
- 9 2" SCH 40 PVC SERVICE, MIN COVER: 3.5'
- 20 6" RESILIENT SEAT GATE VALVE, VALVE BOX, AND LID
- 37 2" COMMERCIAL SERVICE INSTALLED PER CITY OF WOODWAY STANDARDS
- 40 1-1/2" DOMESTIC METER INSTALLED IN METER BOX INCLUDING NECESSARY FITTINGS TO TRANSITION SERVICE
- 45 1-1/2" BACKFLOW INSTALLED IN METER BOX INCLUDING NECESSARY FITTINGS TO TRANSITION SERVICE
- 64 POTHOLE EXISTING WATER LINE TO DETERMINE LOCATION AND ELEVATION PRIOR TO CONSTRUCTION

IRRIGATION CALLOUTS

- 5 2" SCH 40 PVC IRRIGATION SERVICE, MIN COVER: 3'
- 15 2" IRRIGATION SERVICE INSTALLED PER CITY OF WOODWAY STANDARDS
- 32 1-1/2" IRRIGATION METER INSTALLED IN METER BOX INCLUDING NECESSARY FITTINGS TO TRANSITION SERVICE
- 40 1-1/2" BACKFLOW INSTALLED IN METER BOX INCLUDING NECESSARY FITTINGS TO TRANSITION SERVICE
- 64 POTHOLE EXISTING WATER LINE TO DETERMINE LOCATION AND ELEVATION PRIOR TO CONSTRUCTION
- 70 TERMINATE SERVICE. CONNECT TO IRRIGATION LINES. SEE LA PLANS

WASTEWATER CALLOUTS

- 1 CORE EXISTING MANHOLE AND CONNECT PROPOSED SERVICE. RESHAPE INSIDE OF MANHOLE AS NEEDED.
  FL 6" IN (W) = 654.16
  EXIST. FL 6" IN (S) = 654.37
  EXIST. FL 6" OUT (E) = 654.06
- 5 TERMINATE SERVICE 5' FROM BUILDING ENVELOPE. CONTINUATION TO UNDERFLOOR PLUMBING. SEE MEP PLANS
- 21 6" COMMERCIAL SERVICE INSTALLED PER CITY OF WOODWAY STANDARDS
- 31 6" DOUBLE CLEANOUT PER CITY OF WOODWAY STANDARDS
  FL = 654.74
- 32 6" X 6" SCH 40 PVC 45° WYE
- 35 6" X 4" SCH 40 PVC REDUCER
- 38 4" SCH 40 PVC 45° WYE & END OF LINE CLEANOUT
- 40 4" SCH 40 PVC SEWER SERVICE @ 1% MIN GRADE

MISCELLANEOUS CALLOUTS

- 1 CLASS 'A' SURFACE REPLACEMENT
- 10 5 LF CURB AND GUTTER REPLACEMENT

!!!CAUTION!!!
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!!!WARNING!!!
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STATE OF TEXAS
DAVID L. MAREK
83327
REGISTERED PROFESSIONAL ENGINEER

06-12-2020 | DAVID L. MAREK
DATE | NAME

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811

0 10 20 40
(IN FEET)

KEY PLAN

HEART OF TEXAS SMILES
DENTAL CLINIC
WOODWAY, TX.

DATE	ISSUED FOR
6-30-20	CITY REVIEW 1

CP&Y
CP&Y, INC.
TEXAS REGISTERED ENGINEERING FIRM F-1741

PROJ. # HTSS1900768	PM: DLM
CK. BY: DLM	DN. BY: ECM

UTILITY PLAN

NORTH

C400

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AREA	
1.93	0.35
3.82	2.58
5.86	3.82
7.74	5.23

LEGEND

SUBBASIN	
AREA	C
I_2	Q_2
I_{10}	Q_{10}
I_{100}	Q_{100}

AREA = AREA (ACRES)
C = RUNOFF COEFFICIENT
I_2 = 2 YR RUNOFF COEFFICIENT
I_{10} = 10 YR RUNOFF COEFFICIENT
I_{100} = 100 YR RUNOFF COEFFICIENT
Q_2 = 2 YR STORM WATER RUNOFF
Q_{10} = 10 YR STORM WATER RUNOFF
Q_{100} = 100 YR STORM WATER RUNOFF

T_c Calculation for Subbasins

OVERLAND SHEET FLOW - KERBY EQUATION (t_1)

$T_c = 0.83\ (\ Ln\ /\ (S)^{0.5})^{0.467}$

Kerby 'n' Choices:

0.02	Smooth impervious surface
0.1	Smooth bare packed soil
0.2	Poor grass, cultivated row crops or modestly rough bare surface
0.4	Pasture or average grass cover
0.6	Deciduous Timberland
0.8	Conifer timberland, deciduous timberland with deep forest litter or dense grass

SHALLOW CONCENTRATED FLOW - TR55 FIGURE 3-1 (t_2)

Unpaved: $V = 16.1345\ (S)^{0.5}$

Paved: $V = 20.3282\ (S)^{0.5}$

Shallow Concentrated Calculator Based on Land Cover:

(Enter slope to find velocity on either unpaved or paved surface)

	S (%)	V (FT/S)
Unpaved	4.34	3.36
Paved	1	2.03

OPEN CHANNEL OR STORM SEWER FLOW (t_3)

$V = (1.49/n)\ R^{2/3}\ (S)^{0.5}$

Calculate velocity with Manning's Equation (using external means) assuming bank full channel or full flow pipe

SUBBASIN NO.	OVERLAND SHEET FLOW - KERBY EQUATION (t_1)				SHALLOW CONCENTRATED FLOW - TR55 FIGURE 3-1 (t_2)				OPEN CHANNEL OR STORM SEWER FLOW (t_3)			TOTAL T_c
	n	L	S	t_1	L	S	V	t_2	L	V	t_3	T_c
		(FT)	(%)	(MIN)	(FT)	(%)	(FT/S)	(MIN)	(FT)	(FT/S)	(MIN)	(MIN)
1	0.25	330	3.90	13.9								13.9

1 PRE CONSTRUCTION DRAINAGE AREA MAP

SCALE: 1" = 20'

STATE OF TEXAS
DAVID L. MAREK
83527
REGISTERED PROFESSIONAL ENGINEER

05-12-2020
DATE NAME

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WOODWAY, TX

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CP&Y, INC.
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PRE CONSTRUCTION DRAINAGE AREA MAP

NORTH

C500

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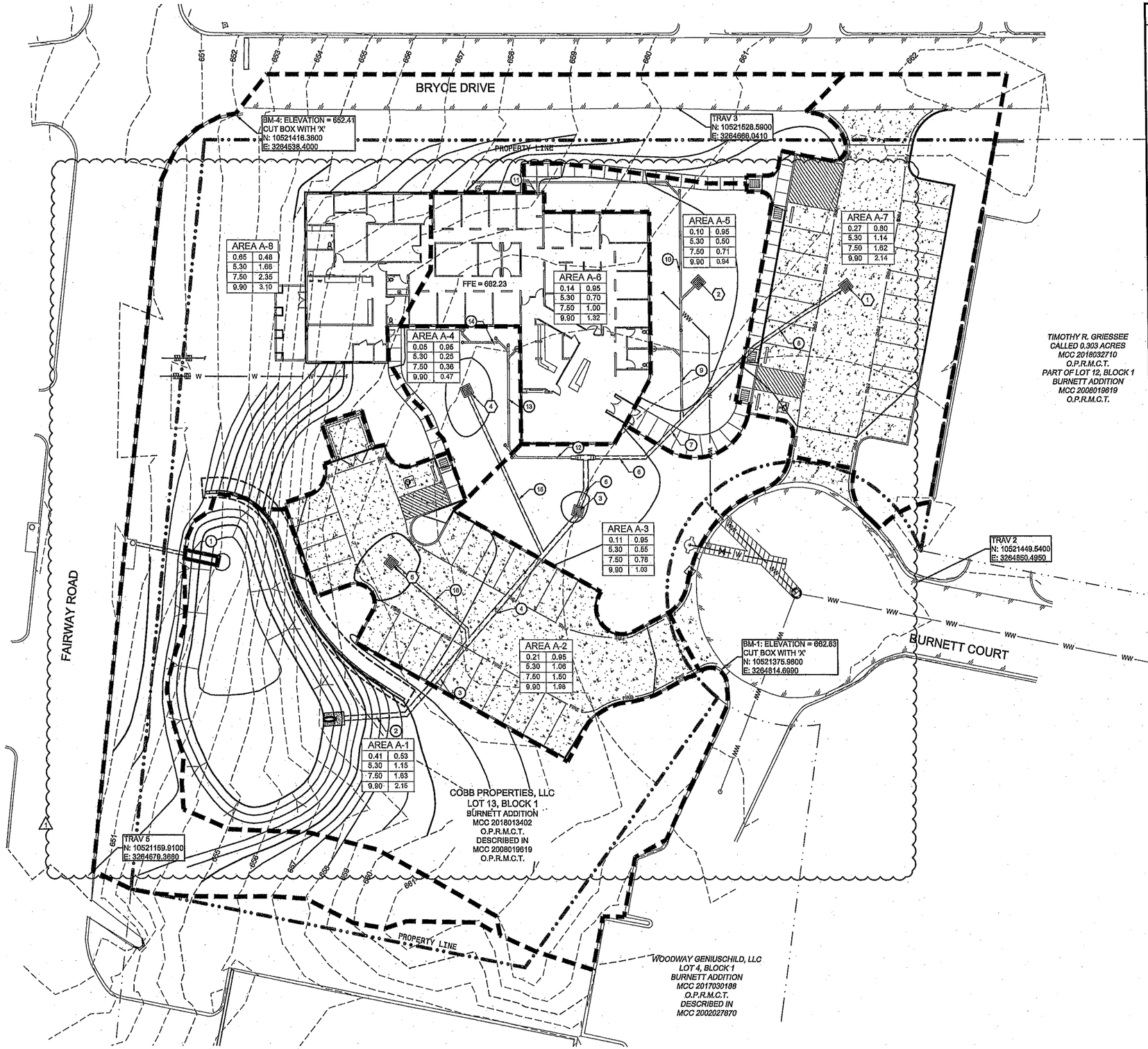

1 POST CONSTRUCTION DRAINAGE AREA MAP

SCALE: 1" = 20'

LEGEND

SUBBASIN	
AREA	C
I_2	Q_2
I_{10}	Q_{10}
I_{100}	Q_{100}

AREA = AREA (ACRES)
C = RUNOFF COEFFICIENT
I_2 = 2 YR RUNOFF COEFFICIENT
I_{10} = 10 YR RUNOFF COEFFICIENT
I_{100} = 100 YR RUNOFF COEFFICIENT
Q_2 = 2 YR STORM WATER RUNOFF
Q_{10} = 10 YR STORM WATER RUNOFF
Q_{100} = 100 YR STORM WATER RUNOFF

(#) INLET

(#) PIPE/STORM DRAIN

COMPOSITE 'C' CALCULATIONS

AREA A-1	
IMP. (C=0.95)	0.12
PER. (C=0.35)	0.29
C=	0.53

AREA A-7	
IMP. (C=0.95)	0.20
PER. (C=0.35)	0.07
C=	0.80

AREA A-8	
IMP. (C=0.95)	0.14
PER. (C=0.35)	0.50
C=	0.48

NOTE: TIME OF CONCENTRATION = 10 MIN FOR POST DEVELOPED CONDITIONS FOR ALL SUBBASINS

STATE OF TEXAS
DAVID L. MAREK
83327
REGISTERED PROFESSIONAL ENGINEER

06-12-2020
DATE NAME

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POST CONSTRUCTION DRAINAGE AREA MAP

North

C501

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DETENTION POND SIZING
HEART OF TEXAS SMILES

PROJECT: HTTS1900768 DATE: 06/29/20
PARAMETER: Outflow = 2.14 cfs

MODIFIED RATIONAL METHOD FOR SIZING DETENTION BASINS-100 Yr Storm

EXISTING CONDITIONS	Q_{100}	
Area*	1.934	Acres
Runoff Coefficient*	0.35	
Time of Concentration*	13.9	Min
Rainfall Intensity	7.74	In/hr
Allowable Flow	5.24	cfs

DEVELOPED CONDITIONS (DIR.)	Q_{100}		AREA	
Area*	0.655	Acres	IMP. (C=0.95)	0.139
Runoff Coefficient*	0.48		PER. (C=0.35)	0.516
Time of Concentration (Tcd)*	5	Min		
Rainfall Intensity	9.9	In/hr	C=	0.477
Developed Flows	3.10	cfs		

DEVELOPED CONDITIONS (IND.)	Q_{100}		AREA	
Area*	1.279	Acres	IMP. (C=0.9)	0.927
Runoff Coefficient*	0.75		PER. (C=0.35)	0.352
Time of Concentration (Tcd)*	5	Min		
Rainfall Intensity	9.9	In/hr	C=	0.749
Developed Flows	9.48	cfs		

A Dur (Min)	B Intensity	C Flow	(A*C*60) Inflow	(Qd)(Tcd+A)/2(60) Outflow	Storage
5.0	9.90	9.48	2,844	643	2,201
10.0	8.60	8.23	4,941	965	3,976
15.0	7.60	7.18	6,463	1,286	5,177
20.0	6.80	6.51	7,813	1,608	6,205
25.0	6.25	5.96	8,977	1,930	7,047
30.0	5.80	5.55	9,996	2,251	7,745
35.0	5.40	5.17	10,868	2,573	8,295
40.0	5.15	4.93	11,835	2,894	8,940
45.0	4.90	4.69	12,668	3,216	9,452
50.0	4.65	4.45	13,357	3,538	9,820
55.0	4.42	4.23	13,966	3,859	10,107
60.0	4.25	4.07	14,650	4,181	10,469
65.0	4.03	3.86	15,049	4,502	10,547
70.0	3.90	3.73	15,684	4,824	10,860
75.0	3.72	3.56	16,029	5,146	10,883
80.0	3.55	3.40	16,316	5,467	10,849
85.0	3.40	3.26	16,603	5,789	10,814
90.0	3.37	3.23	17,425	6,110	11,314
95.0	3.25	3.11	17,738	6,432	11,306

Volume required= 11,314 CF
0.26 AC. FT.

DETENTION POND SIZING
HEART OF TEXAS SMILES

PROJECT: HTTS1900768 DATE: 06/29/20
PARAMETER: Outflow = 1.88 cfs

MODIFIED RATIONAL METHOD FOR SIZING DETENTION BASINS-25 Yr Storm

EXISTING CONDITIONS	Q_{25}	
Area*	1.934	Acres
Runoff Coefficient*	0.35	
Time of Concentration*	13.9	Min
Rainfall Intensity	6.7	In/hr
Allowable Flow	4.54	cfs

DEVELOPED CONDITIONS (DIR.)	Q_{25}		AREA	
Area*	0.655	Acres	IMP. (C=0.95)	0.139
Runoff Coefficient*	0.48		PER. (C=0.35)	0.516
Time of Concentration (Tcd)*	5	Min		
Rainfall Intensity	8.5	In/hr	C=	0.477
Developed Flows	2.66	cfs		

DEVELOPED CONDITIONS (IND.)	Q_{25}		AREA	
Area*	1.279	Acres	IMP. (C=0.9)	0.927
Runoff Coefficient*	0.75		PER. (C=0.35)	0.352
Time of Concentration (Tcd)*	5	Min		
Rainfall Intensity	8.5	In/hr	C=	0.749
Developed Flows	8.14	cfs		

A Dur (Min)	B Intensity	C Flow	(A*C*60) Inflow	(Qd)(Tcd+A)/2(60) Outflow	Storage
5.0	8.50	8.14	2,442	663	1,878
10.0	7.40	7.09	4,251	845	3,406
15.0	6.60	6.22	5,601	1,127	4,475
20.0	5.70	5.46	6,549	1,408	5,141
25.0	5.30	5.07	7,612	1,690	5,922
30.0	4.80	4.60	8,273	1,972	6,301
35.0	4.50	4.31	9,046	2,253	6,795
40.0	4.20	4.02	9,662	2,535	7,117
45.0	3.95	3.78	10,212	2,817	7,395
50.0	3.80	3.64	10,916	3,098	7,817
55.0	3.65	3.40	11,217	3,380	7,837
60.0	3.40	3.26	11,720	3,662	8,058
65.0	3.25	3.11	12,138	3,943	8,193
70.0	3.15	3.02	12,668	4,225	8,443
75.0	3.00	2.87	12,926	4,506	8,420
80.0	2.90	2.78	13,328	4,788	8,540
85.0	2.80	2.68	13,673	5,070	8,603
90.0	2.70	2.59	13,960	5,351	8,609
95.0	2.60	2.49	14,190	5,633	8,557

Volume required= 8,609 CF
0.20 AC. FT.

DETENTION POND SIZING
HEART OF TEXAS SMILES

PROJECT: HTTS1900768 DATE: 06/29/20
PARAMETER: Outflow = 1.61 cfs

MODIFIED RATIONAL METHOD FOR SIZING DETENTION BASINS-10 Yr Storm

EXISTING CONDITIONS	Q_{10}	
Area*	1.934	Acres
Runoff Coefficient*	0.35	
Time of Concentration*	13.9	Min
Rainfall Intensity	5.7	In/hr
Allowable Flow	3.88	cfs

DEVELOPED CONDITIONS (DIR.)	Q_{10}		AREA	
Area*	0.655	Acres	IMP. (C=0.95)	0.139
Runoff Coefficient*	0.48		PER. (C=0.35)	0.516
Time of Concentration (Tcd)*	5	Min		
Rainfall Intensity	7.5	In/hr	C=	0.477
Developed Flows	2.34	cfs		

DEVELOPED CONDITIONS (IND.)	Q_{10}		AREA	
Area*	1.279	Acres	IMP. (C=0.9)	0.927
Runoff Coefficient*	0.75		PER. (C=0.35)	0.352
Time of Concentration (Tcd)*	5	Min		
Rainfall Intensity	7.5	In/hr	C=	0.749
Developed Flows	7.18	cfs		

A Dur (Min)	B Intensity	C Flow	(A*C*60) Inflow	(Qd)(Tcd+A)/2(60) Outflow	Storage
5.0	7.50	7.18	2,154	454	1,700
10.0	6.40	6.13	3,677	681	2,996
15.0	5.50	5.27	4,740	908	3,832
20.0	4.90	4.69	5,630	1,135	4,495
25.0	4.40	4.21	6,320	1,362	4,957
30.0	4.10	3.93	7,065	1,589	5,477
35.0	3.80	3.64	7,641	1,816	5,825
40.0	3.57	3.42	8,204	2,043	6,161
45.0	3.37	3.23	8,712	2,270	6,442
50.0	3.20	3.06	9,192	2,497	6,695
55.0	3.00	2.87	9,479	2,724	6,755
60.0	2.90	2.78	9,996	2,951	7,045
65.0	2.75	2.63	10,269	3,178	7,091
70.0	2.63	2.52	10,577	3,405	7,171
75.0	2.55	2.44	10,987	3,632	7,355
80.0	2.42	2.32	11,122	3,859	7,263
85.0	2.33	2.23	11,376	4,086	7,292

Volume required= 7,355 CF
0.17 AC. FT.

DETENTION POND SIZING
HEART OF TEXAS SMILES

PROJECT: HTTS1900768 DATE: 06/29/20
PARAMETER: Outflow = 0.94 cfs

MODIFIED RATIONAL METHOD FOR SIZING DETENTION BASINS-2 Yr Storm

EXISTING CONDITIONS	Q_2	
Area*	1.934	Acres
Runoff Coefficient*	0.35	
Time of Concentration*	13.9	Min
Rainfall Intensity	3.84	In/hr
Allowable Flow	2.60	cfs

DEVELOPED CONDITIONS (DIR.)	Q_2		AREA	
Area*	0.655	Acres	IMP. (C=0.95)	0.139
Runoff Coefficient*	0.48		PER. (C=0.35)	0.516
Time of Concentration (Tcd)*	5	Min		
Rainfall Intensity	5.3	In/hr	C=	0.477
Developed Flows	1.66	cfs		

DEVELOPED CONDITIONS (IND.)	Q_2		AREA	
Area*	1.279	Acres	IMP. (C=0.9)	0.927
Runoff Coefficient*	0.75		PER. (C=0.35)	0.352
Time of Concentration (Tcd)*	5	Min		
Rainfall Intensity	5.3	In/hr	C=	0.749
Developed Flows	5.07	cfs		

A Dur (Min)	B Intensity	C Flow	(A*C*60) Inflow	(Qd)(Tcd+A)/2(60) Outflow	Storage
5.0	5.30	5.07	1,522	283	1,240
10.0	4.35	4.17	2,499	424	2,075
15.0	3.70	3.54	3,188	565	2,623
20.0	3.25	3.11	3,734	707	3,028
25.0	2.90	2.78	4,165	848	3,317
30.0	2.65	2.54	4,567	989	3,578
35.0	2.45	2.35	4,928	1,131	3,796
40.0	2.25	2.16	5,171	1,272	3,898
45.0	2.10	2.01	5,429	1,413	4,016
50.0	1.97	1.89	5,659	1,555	4,104
55.0	1.85	1.77	5,846	1,696	4,149
60.0	1.76	1.69	6,087	1,837	4,229
65.0	1.67	1.60	6,236	1,979	4,257
70.0	1.60	1.53	6,434	2,120	4,314
75.0	1.52	1.46	6,549	2,261	4,288
80.0	1.46	1.40	6,710	2,403	4,307

Volume required= 4,314 CF
0.10 AC. FT.

STAGE STORAGE CHART

Elevation (FT)	Area (SF)	Incr. Vol. (CF)	Total Vol. (CF)	Vol Req'd (CF)	WSEL (ft)	Storm Event
648	18	0				
649	1198	607	607			
650	3858	2427	3034			
				4314	650.31	2-Year
651	4476	4087	7101			
				7355	651.05	10-Year
				8609	651.31	25-Year
				11314	651.86	100-Year
652	5334	4905	12006			
652.5	5784	2780	14786			

ORIFICE CALCULATIONS

Length of Opening 1(IN):	5.00	Height of Opening 1(IN):	3.00	Area of Opening 1 (IN):	15	Elev. Bottom 1:	648.05
Length of Opening 2(IN):	9.00	Height of Opening 2(IN):	3.50	Area of Opening 2 (IN):	31.5	Elev. Bottom 2:	650.55
Coefficient of Discharge:	0.6						

DETERMINATION OF POST DEVELOPMENT DISCHARGE

Elevation (FT)	Height above Bottom (FT)	Effective Head on Orifice 1 (ft)	Effective Head on Orifice 2 (ft)	Effective Head on Orifice 3 (ft)	Orifice 1 Discharge (CFS)	Orifice 2 Discharge (CFS)	Orifice 3 Discharge (CFS)	Total Orifice Discharge (CFS)	Allow Discharge (CFS)	Verification	Note
650.31	2.31	2.14	0.00	0.00	0.73	0.00	0.00	0.73	0.94	TRUE	2-Year
651.05	3.05	2.88	0.36	0.00	0.85	0.63	0.00	1.48	1.51	TRUE	10-Year
651.31	3.31	3.13	0.61	0.00	0.89	0.82	0.00	1.71	1.88	TRUE	25-Year
651.86	3.86	3.68	1.16	0.00	0.96	1.14	0.00	2.10	2.14	TRUE	100-Year

STATE OF TEXAS
DAVID L. MAREK
#93227
REGISTERED PROFESSIONAL ENGINEER

06-12-2020
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(IN FEET)

KEY PLAN

HEART OF TEXAS SMILES
DENTAL CLINIC
WOODWAY, TX

	DATE	ISSUED FOR
1		
2		
3		
4	6-30-20	CITY REVIEW 1

CP&Y
CP&Y, INC.
TEXAS REGISTERED ENGINEERING FIRM F-1741

PROJ. # HTSS1900768	PM: DLM
CK BY: DLM	DN. BY: ECM

DETENTION POND CALCULATIONS

North

C502

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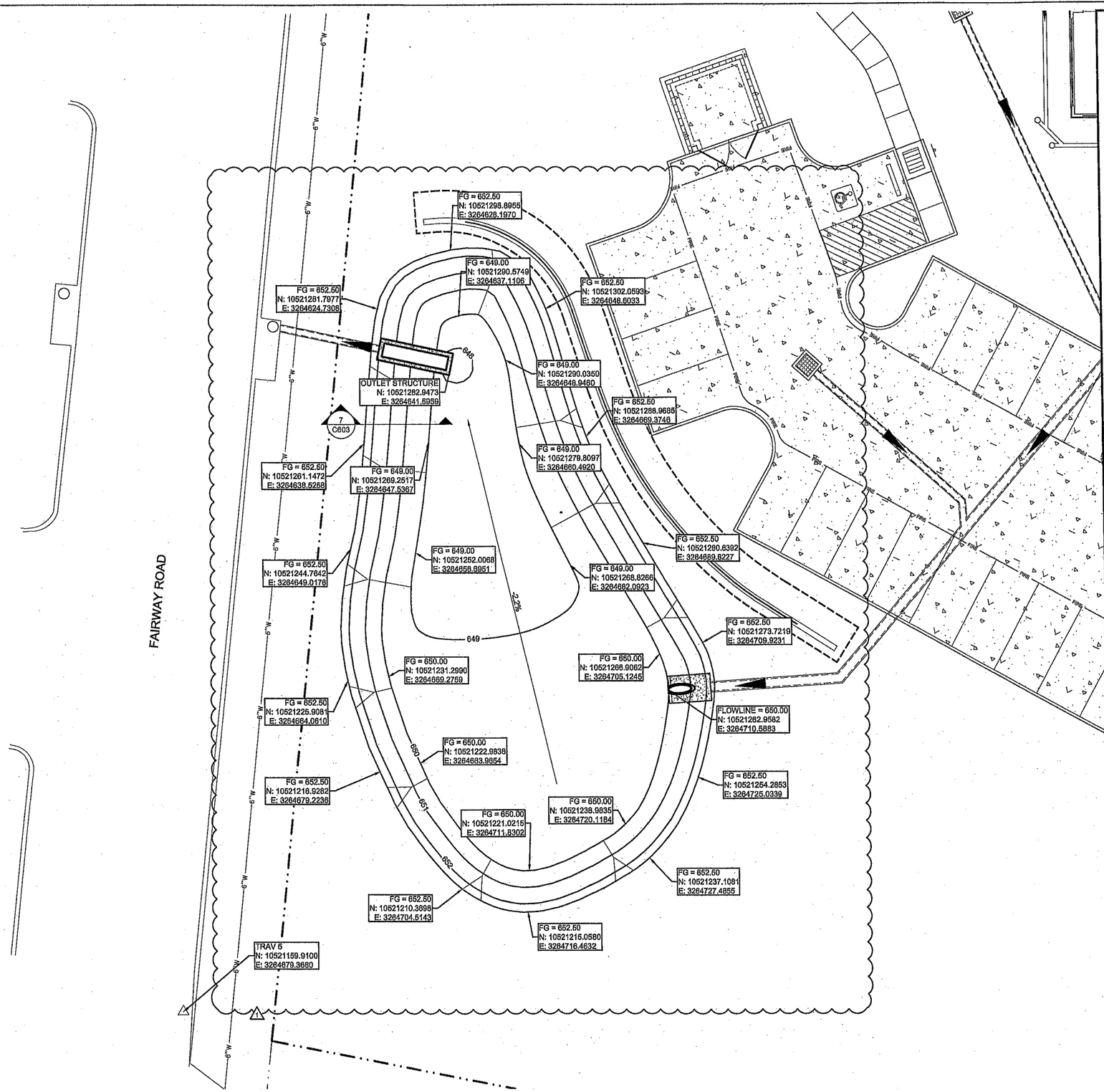

1 DETENTION POND PLAN

SCALE: 1" = 10'

!!!CAUTION!!!
EXISTING OVERHEAD UTILITIES IN VICINITY. CONTRACTOR SHALL EXERCISE EXTREME CAUTION WHEN WORKING NEAR ELECTRIC FACILITIES.

!!!WARNING!!!
THE ENGINEER ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OF THE LOCATION OF UNDERGROUND UTILITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATION AND AVOIDING ALL EXISTING UTILITIES BY CALLING THE 'ONE CALL' LOCATOR SERVICE AT (800)344-8377 AT LEAST 48 HOURS PRIOR TO CONSTRUCTION.

STATE OF TEXAS
DAVID L. MAREK
83327
REGISTERED PROFESSIONAL ENGINEER

06-12-2020
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KEY PLAN

HEART OF TEXAS SMILES

DENTAL CLINIC

WOODWAY, TX

	DATE	ISSUED FOR
1	6-30-20	CITY REVIEW 1

CP&Y

CP&Y, INC.

TEXAS REGISTERED ENGINEERING FIRM F-1741

PROJ. # HTSS1900768	PM: DLM
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DETENTION POND PLAN

North

C503

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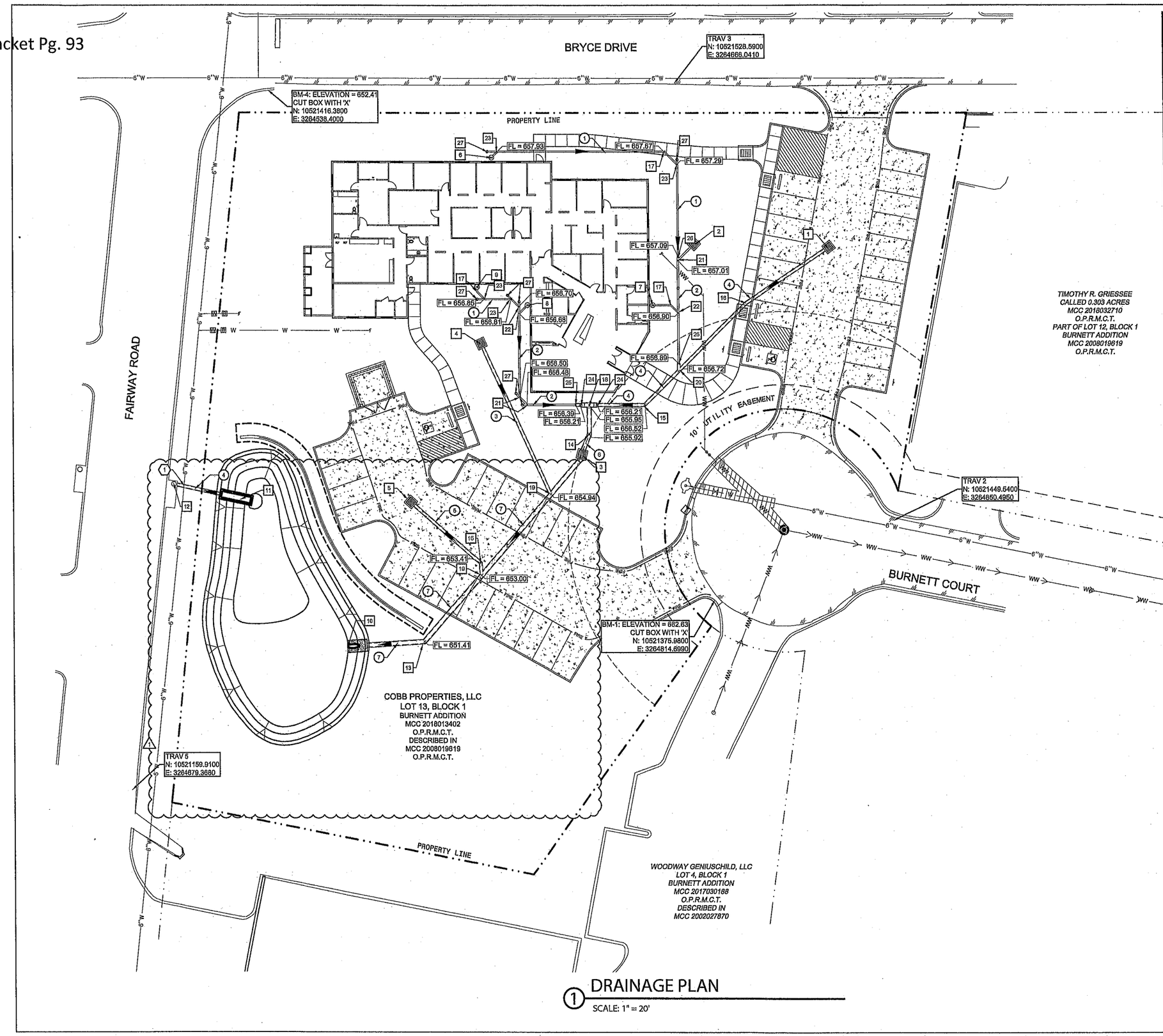

1 DRAINAGE PLAN

SCALE: 1" = 20'

STORM LINE CALLOUTS

1. 6" SCH 40 PVC @ 0.5%
2. 8" SCH 40 PVC @ 0.5%
3. 12" CLASS IV RCP @ 0.5%
4. 12" CLASS IV RCP @ 1.0%
5. 12" CLASS IV RCP @ 4.0%
6. 18" CLASS IV RCP @ 0.5%
7. 18" CLASS IV RCP @ 4.4%

STORM STRUCTURE CALLOUTS

1. 3' X 3' GRATE INLET WITH TRAFFIC GRATE
   T/G = 661.30
   FL OUT = 657.49
2. 3' X 3' GRATE INLET WITH BEEHIVE GRATE
   T/G = 661.15
   FL OUT = 657.04
3. 3' X 3' GRATE INLET WITH BEEHIVE GRATE
   T/G = 660.87
   FL IN = 655.90
   FL OUT = 655.80
4. 3' X 3' GRATE INLET WITH BEEHIVE GRATE
   T/G = 660.77
   FL = 655.52
5. 3' X 3' GRATE INLET WITH TRAFFIC GRATE
   T/G = 659.55
   FL OUT = 654.79
6. CONNECT TO DOWNSPOUT
   FL = 658.02
7. CONNECT TO DOWNSPOUT
   FL = 657.04
8. CONNECT TO DOWNSPOUT
   FL = 656.79
9. CONNECT TO DOWNSPOUT
   FL = 656.89
10. 18" SAFETY END TREATMENT
    FL OUT = 650.00
11. POND OUTLET STRUCTURE
    FL IN = 648.05
    FL OUT = 646.98
12. CONNECT TO EXISTING CURB INLET
    FL IN = 646.67
    FL OUT = 646.57
    T/CURB = 649.55
13. 18" RCP 45° BEND
14. 18" RCP 22.5° BEND
15. 12" RCP 45° BEND
16. 12" 11.25° BEND
17. 6" PVC 45° BEND
18. 18" X 18" RCP TEE
19. 18" X 12" RCP WYE
20. 12" X 12" RCP WYE
21. 8" X 8" PVC WYE
22. 8" X 6" PVC WYE
23. 6" X 6" PVC WYE
24. 18" X 12" REDUCER
25. 12" X 8" REDUCER
26. 8" X 6" REDUCER
27. INSTALL END OF LINE CLEANOUT

MISCELLANEOUS CALLOUTS

1. CONTRACTOR TO POTHOLE 6" WATER LINE PRIOR TO STORM DRAIN INSTALLATION.

!!!CAUTION!!!
EXISTING OVERHEAD UTILITIES IN VICINITY. CONTRACTOR SHALL EXERCISE EXTREME CAUTION WHEN WORKING NEAR ELECTRIC FACILITIES.

!!!WARNING!!!
THE ENGINEER ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OF THE LOCATION OF UNDERGROUND UTILITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATION AND AVOIDING ALL EXISTING UTILITIES BY CALLING THE 'ONE CALL' LOCATOR SERVICE AT (800)344-8377 AT LEAST 48 HOURS PRIOR TO CONSTRUCTION.

STATE OF TEXAS
DAVID L. MAREK
83327
REGISTERED PROFESSIONAL ENGINEER

06-12-2020
DATE NAME

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811

0 10 20 40
(IN FEET)

KEY PLAN

HEART OF TEXAS SMILES
DENTAL CLINIC
WOODWAY, TX

DATE	ISSUED FOR
6-30-20	CITY REVIEW 1

CP&Y
CP&Y, INC.
TEXAS REGISTERED ENGINEERING FIRM F-1741

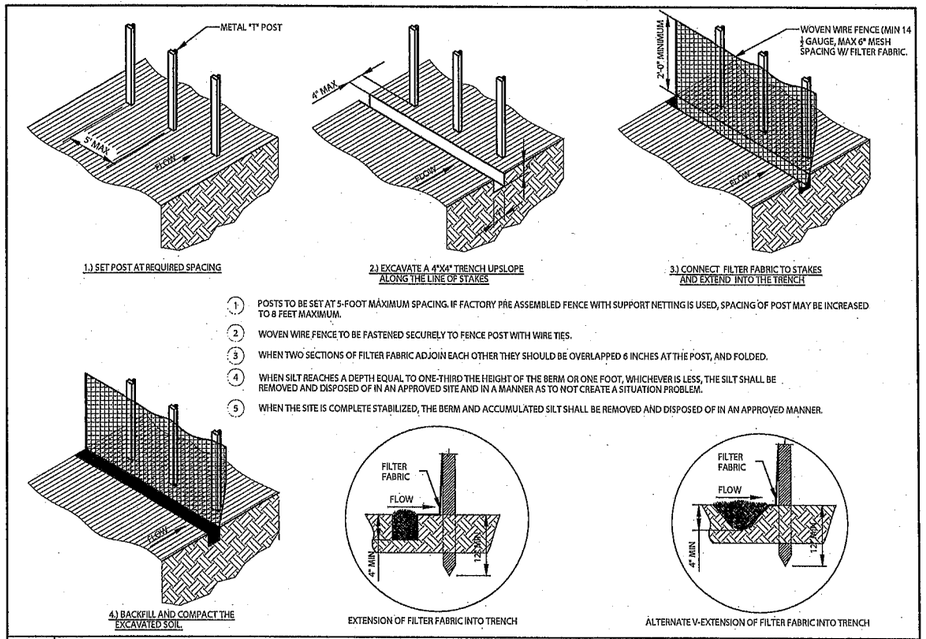
PROJ. # HTSS1900768	PM: DLM
CK. BY: DLM	DN. BY: ECM

DRAINAGE PLAN

NORTH

C504

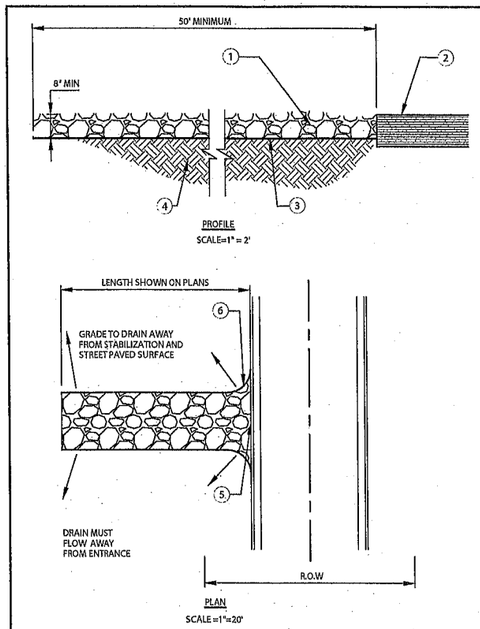
G:\Projects\HTSS1900768-Heart of Texas Smiles\DWG\HTSS1900768-CSD-DRAINAGE PLAN.dwg, 6/30/2020 2:26:41 PM, 1:1



1. POSTS TO BE SET AT 5-FOOT MAXIMUM SPACING. IF FACTORY PRE ASSEMBLED FENCE WITH SUPPORT NETTING IS USED, SPACING OF POST MAY BE INCREASED TO 8 FEET MAXIMUM.
2. WOVEN WIRE FENCE TO BE FASTENED SECURELY TO FENCE POST WITH WIRE TIES.
3. WHEN TWO SECTIONS OF FILTER FABRIC ADJOIN EACH OTHER THEY SHOULD BE OVERLAPPED 6 INCHES AT THE POST, AND FOLDED.
4. WHEN SILT REACHES A DEPTH EQUAL TO ONE-THIRD THE HEIGHT OF THE BERM OR ONE FOOT, WHICHEVER IS LESS, THE SILT SHALL BE REMOVED AND DISPOSED OF IN AN APPROVED SITE AND IN A MANNER AS TO NOT CREATE A SITUATION PROBLEM.
5. WHEN THE SITE IS COMPLETE STABILIZED, THE BERM AND ACCUMULATED SILT SHALL BE REMOVED AND DISPOSED OF IN AN APPROVED MANNER.

1 SILT FENCE

SCALE : NTS



1. GRADE TO PREVENT RUNOFF FROM LEAVING SITE
2. PAVED SURFACE
3. FILTER FABRIC TO BE INSTALLED FULL WIDTH OF ENTRANCE
4. EXISTING GRADE
5. TRANSITION TO PAVED SURFCE
6. RADIUS 10' MIN.

STABILIZED CONSTRUCTION ENTRANCE GENERAL NOTES

1. STONE SHALL BE 3 TO 5 INCH DIAMETER CRUSHED ROCK OR ACCEPTABLE CRUSHED PORTLAND CEMENT CONCRETE.
2. LENGTH SHALL BE SHOWN ON THE PLANS, WITH A MINIMUM LENGTH OF 30 FEET FOR LOTS WHICH ARE LESS THAN 150 FEET DEEP FROM THE EDGE OF PAVEMENT. THE MINIMUM DEPTH IN ALL OTHER CASES SHALL BE 50 FEET.
3. THE THICKNESS SHALL NOT BE LESS THAN 8 INCHES.
4. THE WIDTH SHALL BE NO LESS THAN THE FULL WIDTH OF ALL POINTS OF INGRESS OR EGRESS.
5. WHEN NECESSARY, VEHICLES SHALL BE CLEANED TO REMOVE SEDIMENT PRIOR TO ENTRANCE ONTO A PUBLIC ROADWAY. WHEN WASHING IS REQUIRED, IT SHALL BE DONE ON AN AREA STABILIZED WITH CRUSHED STONE WITH DRAINAGE FLOWING AWAY FROM BOTH THE STREET AND THE STABILIZED ENTRANCE. ALL SEDIMENT SHALL BE PREVENTED FROM ENTERING ANY STORM DRAIN, DITCH OR WATERCOURSE USING APPROVED METHODS.
6. THE ENTRANCE SHALL BE MAINTAINED IN A CONDITION WHICH WILL PREVENT TRACKING OR FLOWING OF SEDIMENT ONTO PAVED SURFACES. THE MAY REQUIRE PERIODIC TOP DRESSING WITH ADDITIONAL STONE AS CONDITIONS DEMAND. ALL SEDIMENT SPILLED, DROPPED, WASHED, OR TRACKED ONTO PAVED SURFACES MUST BE REMOVED IMMEDIATELY.
7. THE ENTRANCE MUST BE PROPERLY GRADED OR HAVE INCORPORATED A DRAINAGE SWALE TO PREVENT RUNOFF FROM LEAVING THE CONSTRUCTION SITE.
8. WHEN THE SITE IS COMPLETE STABILIZED, THE BERM AND ACCUMULATED SILT SHALL BE REMOVED AND DISPOSED OF IN AN APPROVED MANNER.

2 STABILIZED CONSTRUCTION ENTRANCE

SCALE : AS SHOWN

STATE OF TEXAS
DAVID L. MAREK
#83327
REGISTERED PROFESSIONAL ENGINEER

06-12-2020
DATE NAME

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811

0
(IN FEET)

KEY PLAN

HEART OF TEXAS SMILES

DENTAL CLINIC

WOODWAY, TX

	DATE	ISSUED FOR
1		
2		
3		
4		

CP&Y

CP&Y, INC.

TEXAS REGISTERED ENGINEERING FIRM F-1741

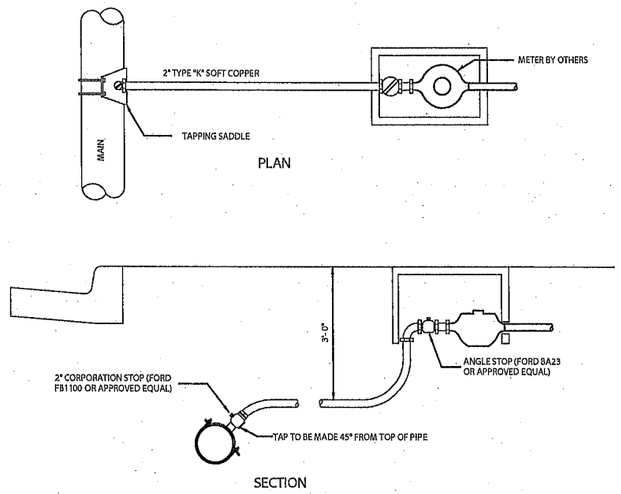
PROJ. # HTSS1900076B	PM: DLM
CK. BY: DLM	DN. BY: ECM

EROSION CONTROL DETAILS

North

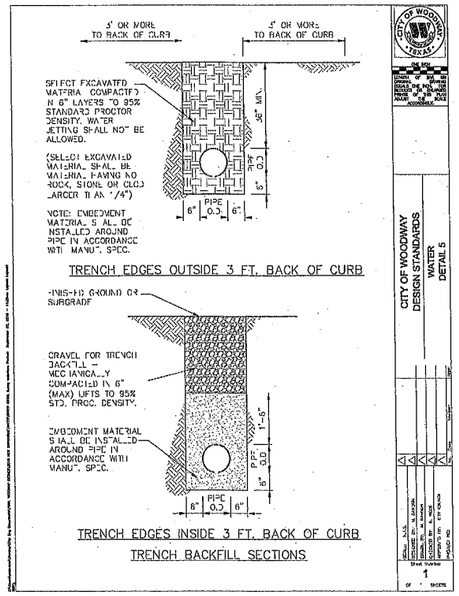
C600

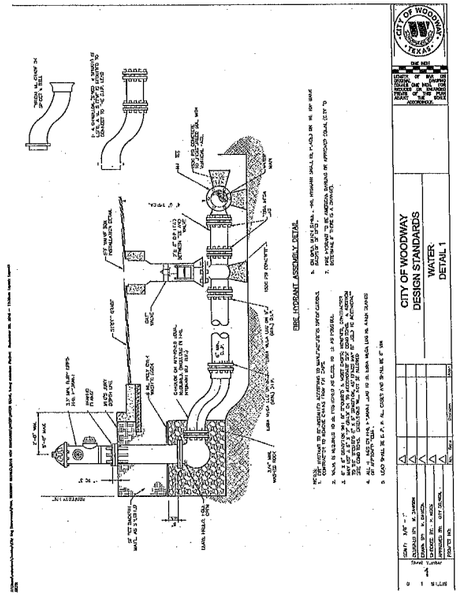
G:\Projects\HTSS\1900768-Heart of Texas Smiles\DWG\HTSS1900768-CSD-DETAILS.dwg, 6/17/2020 11:59:49 AM, 1:1

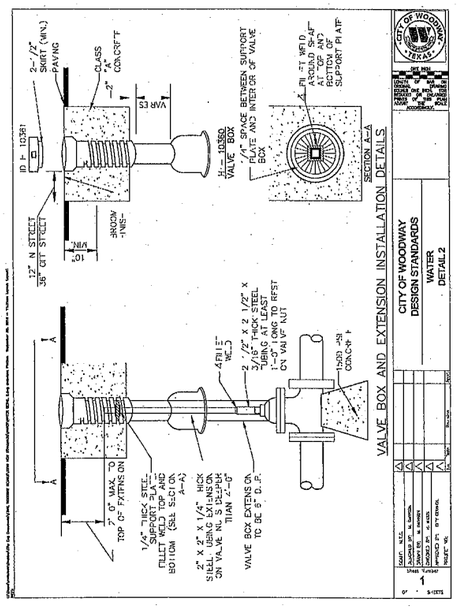


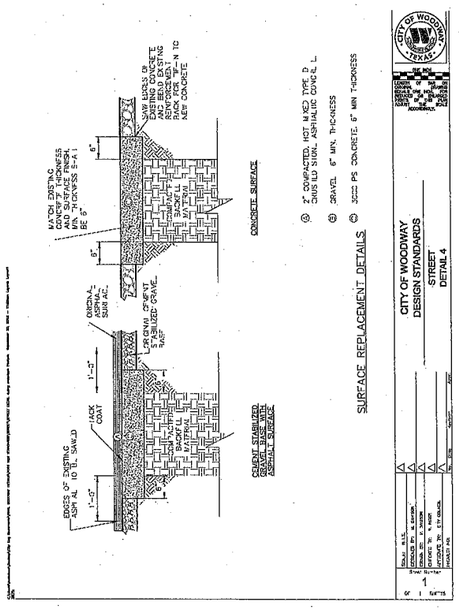
1 WATER SERVICE DETAIL

SCALE : NTS









STATE OF TEXAS
DAVID L. MAREK
#83327
REGISTERED PROFESSIONAL ENGINEER

06-12-2020
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811

0 (IN FEET)

KEY PLAN

HEART OF TEXAS SMILES

DENTAL CLINIC

WOODWAY, TX

DATE	ISSUED FOR

CP&Y

CP&Y, INC.

TEXAS REGISTERED ENGINEERING FIRM F-1741

PROJ. # HTSS1900768	PM: DLM
CK. BY: DLM	DN. BY: ECM

WATER DETAILS

North

C601

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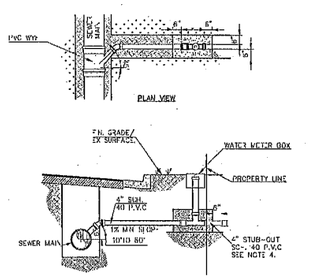
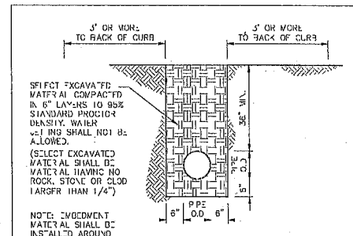


NOTE:
1. EXISTING PVC MAIN REQUIRES A GASKETED SADDLE WYE WITH STAINLESS STEEL STRAPS
2. 6" SEWER PIPE FOR COMMERCIAL AND INDUSTRIAL, 4" SERVICE PIPE FOR RESIDENTIAL.
3. DOUBLE CLEANOUT FOR COMMERCIAL AND INDUSTRIAL. SINGLE CLEANOUT FOR RESIDENTIAL.
4. EXTEND 4" STUB OUT FOR RESIDENTIAL SERVICE TO FINISHED GRADE.

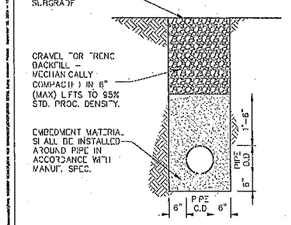
SEWER SERVICE CONNECTION DETAIL

CITY OF WOODWAY DESIGN STANDARDS
SANITARY SEWER DETAIL 4



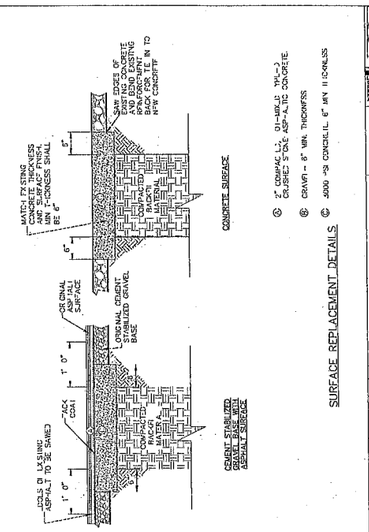
NOTE: EMBEDMENT MATERIAL SHALL BE INSTALLED AROUND PIPE IN ACCORDANCE WITH MANUF. SPEC.

TRENCH EDGES OUTSIDE 3 FT. BACK OF CURB



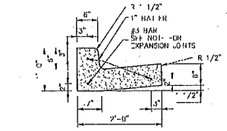
TRENCH EDGES INSIDE 3 FT. BACK OF CURB
TRENCH BACKFILL SECTIONS

CITY OF WOODWAY DESIGN STANDARDS
SANITARY SEWER DETAIL 6

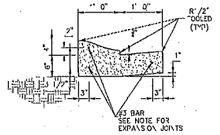


SURFACE REPLACEMENT DETAILS

CITY OF WOODWAY DESIGN STANDARDS
STREET DETAIL 4



STANDARD CURB AND GUTTER DETAIL



MOUNTABLE CURB AND GUTTER DETAIL

NOTE
1. INSTALL 1/2" PRE MOLDED EXP. JOINT MATERIAL AT 90 FT. INTERVALS IN CURB AND GUTTER AND AT THE BEGINNING AND END OF ALL RETURNS AND DRIVE APPROACHES.
2. INSTALL 5/8" DIAMETER X 2 FT. LONG SMOOTH DOWEL BARS AT EXPANSION JOINTS AND AT BEGINNING AND END OF ALL CURB RETURNS. FIX ONE 12" BUTTONHOOK BAR AT JOINT AND BEND ONE END WITH TO 4.111 IN. LONG.
3. A CONCRETE IS ALLOWED A MINIMUM 28 DAY COMPRESSIVE STRENGTH OF 4,000 PSI.

CITY OF WOODWAY DESIGN STANDARDS
EXCEPTION DESIGN DETAIL 5

STATE OF TEXAS
DAVID L. MAREK
#93337
REGISTERED PROFESSIONAL ENGINEER

06-12-2020
DATE NAME

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811

0 (IN FEET)

KEY PLAN

HEART OF TEXAS SMILES
DENTAL CLINIC
WOODWAY, TX

	DATE	ISSUED FOR
△		
△		
△		
△		

CP&Y
CP&Y, INC.
TEXAS REGISTERED ENGINEERING FIRM F-1741

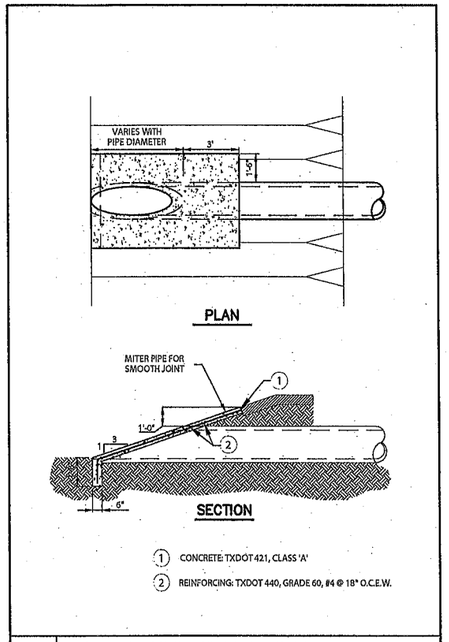
PROJ. # HTSS1900768	PM: DLM
CK. BY: DLM	DN. BY: ECM

WASTEWATER DETAILS

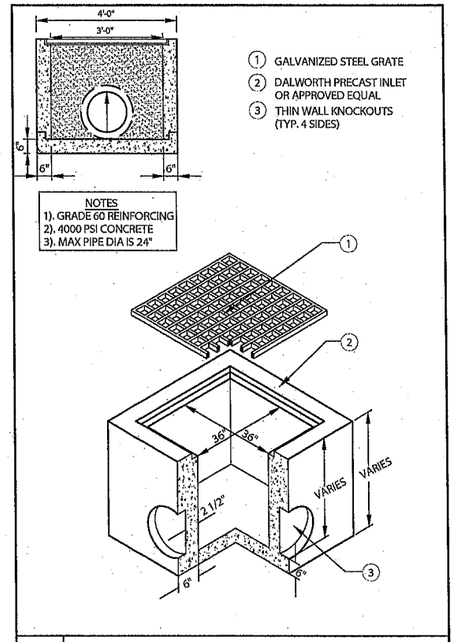
North

C602

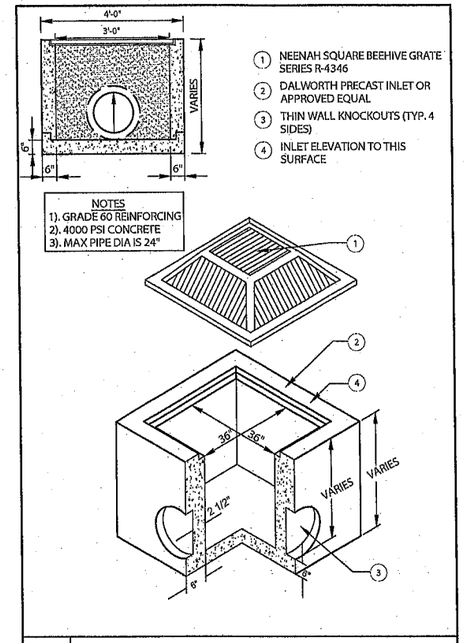
G:\Projects\HTSS1900768-Heart of Texas Smiles\DWG\HTSS1900768-C60-DETAILS.dwg, 6/17/2020 12:46:40 PM, 1:1



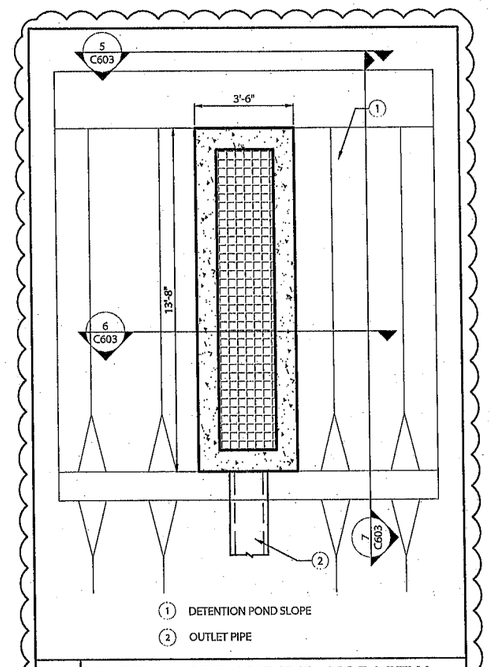
1 SAFETY END TREATMENT
SCALE : NTS



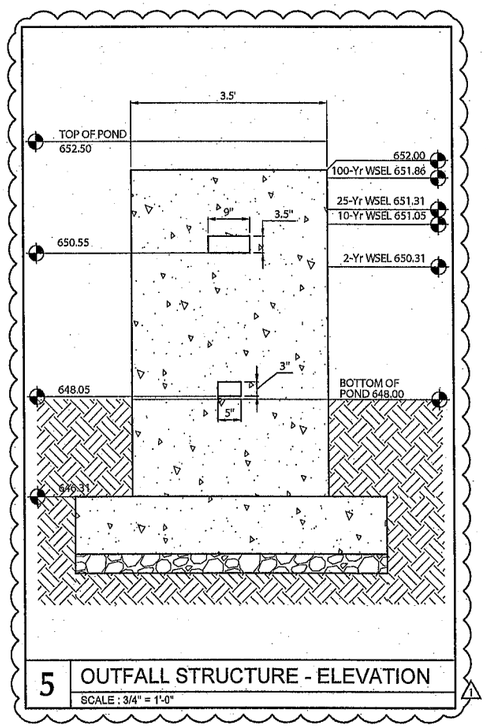
2 36" GRATE INLET W/ TRAFFIC GRATE
SCALE : NTS



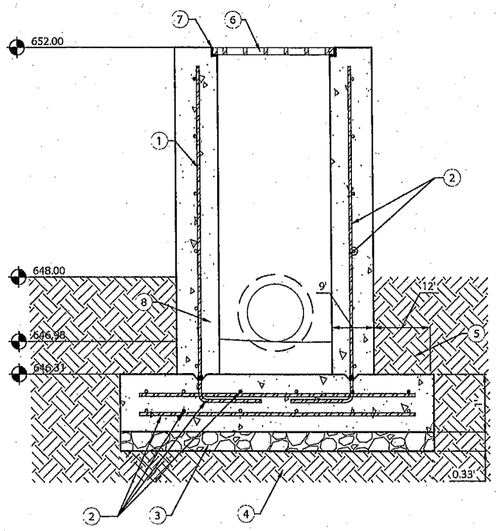
3 36" GRATE INLET W/ BEEHIVE GRATE
SCALE : NTS



4 OUTFALL STRUCTURE - TOP VIEW
SCALE : NTS

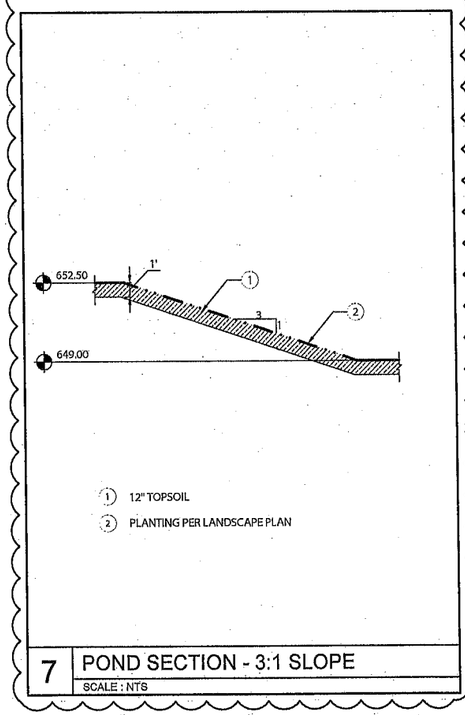


5 OUTFALL STRUCTURE - ELEVATION
SCALE : 3/4" = 1'-0"



1 CONCRETE; CLASS 'A', MEDIUM BROOM FINISH
2 REINFORCING: #5 @ 12" O.C.E.W., F_Y = 60,000 PSI
3 CRUSHED LIMESTONE BASE: TXDOT 247, TYPE 'A' GRADE 1-2. INSTALL TO A MINIMUM OF 95% OF ASTM D1557 AT A MINIMUM MOISTURE CONTENT OF ±3% OF OPTIMUM MOISTURE CONTENT
4 EXISTING SUBGRADE
5 KEYWAY
6 DRAINAGE FRAME, GALVANIZED STEEL, MINIMUM THICKNESS = 3", USE TYPE 'C' TXDOT GRATE, MODIFIED TO FIT OPENING
7 STEEL ANGLE CAST INTO WALL
8 INSTALL GROUT, SHAPE BOTTOM TO DRAIN

6 OUTFALL STRUCTURE - SECTION
SCALE : 3/4" = 1'-0"



7 POND SECTION - 3:1 SLOPE
SCALE : NTS

STATE OF TEXAS
DAVID L. MAREK
83327
REGISTERED PROFESSIONAL ENGINEER

06-12-2020
DATE NAME

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811

0
(IN FEET)

KEY PLAN

HEART OF TEXAS SMILES
DENTAL CLINIC
WOODWAY, TX

	DATE	ISSUED FOR
1	6-30-20	CITY REVIEW 1

CP&Y
CP&Y, INC.
TEXAS REGISTERED ENGINEERING FIRM F-1741

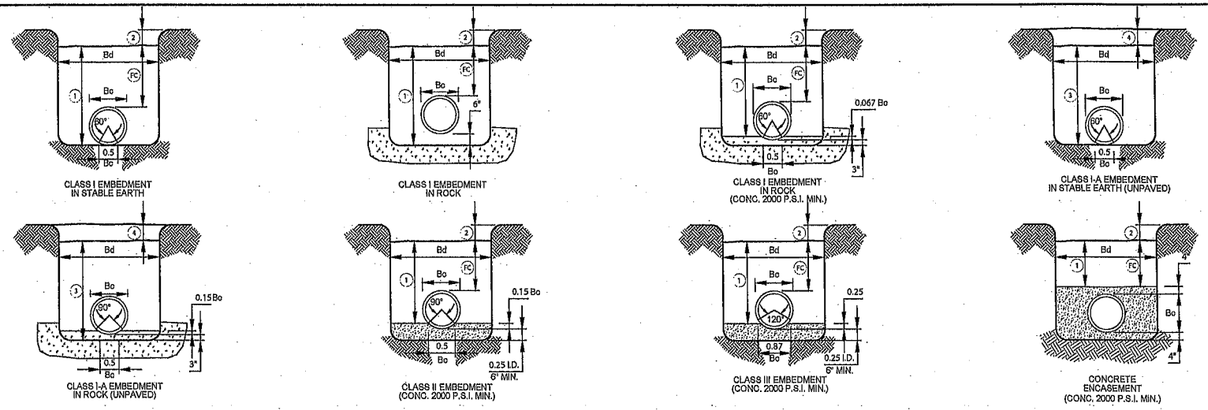
PROJ. # HTSS1900768	PM: DLM
CK. BY: DLM	DN. BY: ECM

DRAINAGE DETAILS

North

C603

G:\Projects\HTSS1900768-Heart of Texas Smiles\DWG\HTSS1900768-C603-DETAILS.dwg, 6/30/2020 1:55:16 PM, 1:1



1. GRAVEL FOR TRENCH BACKFILL
2. SEE--SURFACE REPLACEMENT DETAIL
3. SELECTED EXCAVATED TRENCH MATERIAL
4. SELECTED TOP SOIL FROM EXCAVATION

FC FIELD COMPUTED QUANTITY

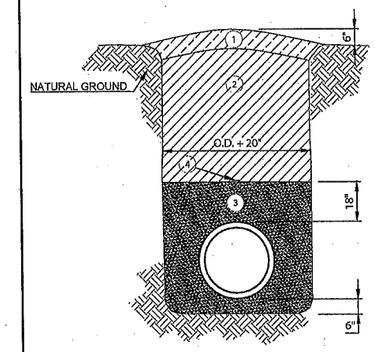
* GRAVEL CUSHION PERMITTED, BUT COST FOR GRAVEL AND ADDITIONAL EXCAVATION WILL BE AT CONTRACTOR'S EXPENSE

NOTE:
CLASS OF EMBEDMENT AND LIMITS BY STATIONS SHALL BE INDICATED ON THE PLAN-PROFILE SHEETS. THE CLASS OF EMBEDMENT FOR PIPE IN UNPAVED STREETS WHICH ARE TO BE PAVED WHITHIN 1 YEAR SHALL BE THE SAME AS THAT FOR PAVED STREETS.

PIPE SIZE I.D. IN INCHES	WALL THICKNESS IN INCHES CLASS III R.C.P.	O.D. OF PIPE IN INCHES Bo	MAX. TRENCH WIDTH IN INCHES Bc=24"	MIN. TRENCH WIDTH IN INCHES Bc=16"	BASIS OF PAYMENT AVE. TRENCH WIDTH Bc=2D'+Bo	CLASS I EMBEDMENT				CLASS I-A EMBEDMENT	CLASS II EMBEDMENT		CLASS III EMBEDMENT		CONCRETE ENCASEMENT
						STABLE EARTH	ROCK	ROCK		ROCK					
						GRAVEL CU.YD./100'	GRAVEL CU.YD./100'	CONC. CU.YD./100'	GRAVEL CU.YD./100'	GRAVEL CU.YD./100'	CONC. CU.YD./100'	GRAVEL CU.YD./100'	CONC. CU.YD./100'	GRAVEL CU.YD./100'	CONC. CU.YD./100'
12	2	18	40	32	38	8.60	15.20	3.62	8.60	4.93	7.31	7.49	8.26	8.95	17.05
15	2-1/4	19-1/2	43-1/2	35-1/2	33-1/2	11.02	18.22	4.15	11.02	5.32	8.37	8.88	9.55	8.68	20.25
18	2-1/2	20	47	39	43	13.32	21.38	4.71	13.32	5.16	9.48	11.00	11.44	10.48	23.69
21	2-3/4	26-1/2	50-1/2	42-1/2	46-1/2	15.79	24.88	5.30	15.79	7.05	10.64	14.04	12.33	12.25	27.07
24	3	30	54	46	50	18.34	28.11	5.92	18.34	7.99	11.85	16.26	13.81	14.31	30.68
27	3-1/4	33-1/2	57-1/2	49-1/2	53-1/2	20.82	31.88	6.56	20.82	8.96	14.14	18.57	16.38	16.33	34.43
30	3-1/2	37	61	53	57	23.75	35.38	7.23	23.75	10.02	16.82	20.96	18.15	18.23	38.31
36	4	44	68	60	64	29.45	43.20	8.68	29.45	12.25	22.12	28.01	25.29	22.85	46.48
42	4-1/2	51	75	67	71	35.87	51.55	10.20	35.87	14.87	28.37	31.39	32.19	27.68	55.29
48	5	58	82	74	78	42.57	60.44	11.85	42.57	17.73	35.35	37.14	38.88	32.69	64.45
54	5-1/2	65	89	81	85	49.70	69.86	13.61	49.70	20.12	43.07	43.19	46.36	37.91	74.25
60	6	72	96	88	92	57.28	79.85	15.48	57.28	23.14	51.63	49.51	57.82	43.52	84.68
66	6-1/2	78	103	95	99	65.24	90.36	17.48	65.24	26.38	60.73	56.36	68.66	50.89	95.45
72	7	86	110	102	106	73.66	101.42	19.58	73.66	29.78	70.87	63.47	78.49	56.88	108.87
78	7-1/2	93	117	109	113	82.51	113.01	21.79	82.51	33.39	81.34	70.81	90.10	62.16	118.82
84	8	100	124	116	120	91.78	125.15	24.11	91.78	37.20	92.76	78.69	102.49	69.32	131.32

1 RCP EMBEDMENT DETAILS

SCALE : N.T.S.



1. TOPSOIL: TOPSOIL TYPE 'T1'
2. BACKFILL: SOIL TYPE 'S1'
3. EMBEDMENT: TYPE 'A1' OR TYPE 'A2' COARSE AGGREGATE, TYPE 'A4' FINE AGGREGATE
4. DETECTABLE MARKER TAPE

NOTE:
1.) IF GROUND WATER IS ENCOUNTERED LAY THE PIPE ON A 6" MINIMUM BEDDING OF 1" WASHED ROCK

2.) BELLHOLES SHALL BE DUG IN ALL EMBEDMENT TO ALLOW THE FULL LENGTH OF PIPE BARREL TO REST ON BEDDING MATERIAL

2 PVC EMBEDMENT

SCALE : NTS

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STATE OF TEXAS
DAVID L. MAREK
REGISTERED PROFESSIONAL ENGINEER

06-12-2020
DATE NAME

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811

0 (IN FEET)

KEY PLAN

HEART OF TEXAS SMILES
DENTAL CLINIC
WOODWAY, TX

	DATE	ISSUED FOR
1		
2		
3		
4		

CP&Y
CP&Y, INC.
TEXAS REGISTERED ENGINEERING FIRM F-1741

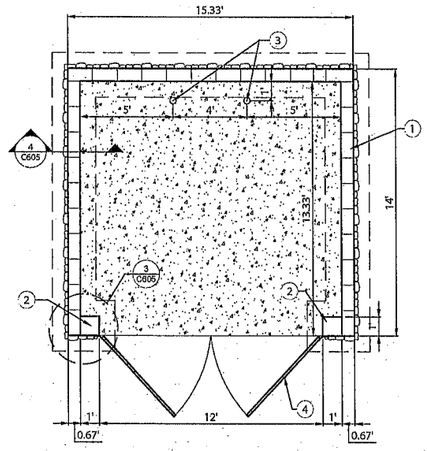
PROJ. # HTSS1900768	PM: DLM
CK. BY: DLM	DN. BY: ECM

EMBEDMENT DETAILS

North

C604

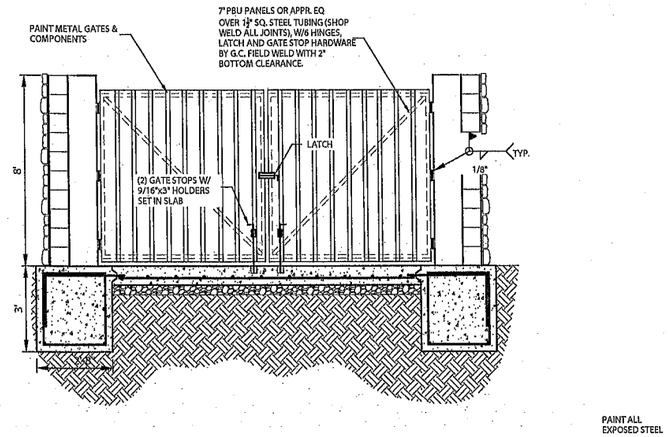
G:\Projects\HTSS1900768-Heart of Texas Smiles\DWG\HTSS1900768-C603-DETAILS.dwg, 6/17/2020 12:50:20 PM, 1:1



1. 8" x 8" x 16" CONCRETE MASONRY UNIT. INSTALL #8 REBAR, F_Y= 60,000 PSI AND CONCRETE, f'_c= 3,000 PSI EVERY OTHER CELL.
2. 12" X 12" X 3/8" TUBULAR STEEL MEMBER FILL CELL W/#8 REBAR, F_Y= 60,000 PSI & CONCRETE, f'_c= 3,000 PSI.
3. CONCRETE BOLLARD
4. STRUCTURAL STEEL TUBING GATE

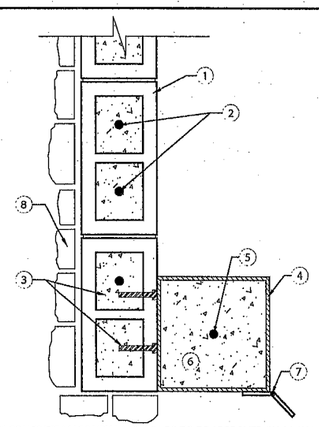
1 DUMPSTER ENCLOSURE PLAN VIEW

SCALE : NTS



2 GATE DETAIL

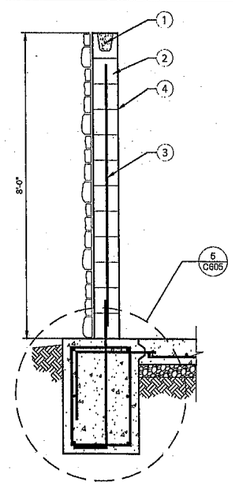
SCALE : NTS



1. 8" X 8" X 16" CONCRETE MASONRY UNIT; COLOR TO BE APPROVED BY ARCHITECT
2. REINFORCING: TXDOT 440, GRADE 60, #8 REBAR CONCRETE: f'_c = 3,000 PSI FILL BOTH END CELLS
3. 4" LONG X 1" Ø NELSON STUD WELDED TO TUBULAR STEEL MEMBER
4. 12" X 12" X 3/8" TUBULAR STEEL MEMBER. F_Y = 40,000 PSI
5. REINFORCING: TXDOT 440, GRADE 60, #8 BAR
6. CONCRETE: TXDOT 421, CLASS 'A'. f'_c = 3,000 PSI
7. STEEL HINGE WELD TO TUBULAR STEEL
8. STONE VENEER: CORONADO, SAWTOOTH LEDGE, WHITE

3 SECTION 'A'

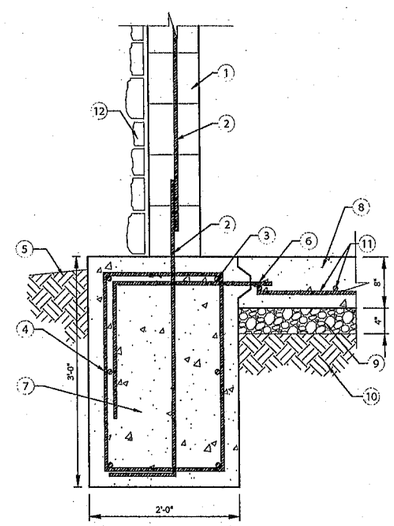
SCALE : NTS



1. 8" X 8" X 16" CONCRETE MASONRY LINTEL; COLOR TO BE APPROVED BY ARCHITECT. INSTALL 2-#5 REBAR, TXDOT 440, F_Y= 60,000 PSI & CONCRETE: TXDOT 421, f'_c= 3,000 PSI.
2. 8" X 8" X 16" CONCRETE MASONRY UNIT; COLOR TO BE APPROVED BY ARCHITECT.
3. REINFORCING: TXDOT 440, #8 REBAR; F_Y= 60,000 PSI. CONCRETE: TXDOT 421, f'_c = 3,000 PSI. INSTALLED IN EVERY OTHER CELL.
4. HORIZONTAL JOINT REINFORCING EVERY OTHER COURSE.

4 SECTION 'B'

SCALE : NTS



1. 8" X 8" X 16" CONCRETE MASONRY UNIT; COLOR TO BE APPROVED BY ARCHITECT
2. REINFORCING: TXDOT 440, #8 BAR; FY = 60,000 PSI
3. REINFORCING: TXDOT 440, #6 BAR; TOP, BOTTOM & CENTER,FY = 60,000 PSI
4. REINFORCING: TXDOT 440, #4 STIRRUP @ 12' O.C., FY = 60,000 PSI
5. TOP SOIL & LANDSCAPING
6. REINFORCING: TXDOT 440, #6 DOWEL @ 12" O.C.E.W., FY = 60,000 PSI
7. CONCRETE: TXDOT 421, f'_c = 4,000 PSI @ 28 DAYS
8. CONCRETE: TXDOT 421, f'_c = 3,000 PSI @ 28 DAYS
9. CRUSHED LIMESTONE BASE: TYPE 'A', GRADE 1-2. INSTALL 4" COMPACTED LIFTS TO MINIMUM 95% OF ASTM D698 MAX DRY DENSITY AT A MOISTURE CONTENT RANGE OF ±3% OPTIMUM MOISTURE CONTENT.
10. COMPACT EXISTING SUBGRADE TO A MINIMUM OF 95% OF ASTM D698 MAX DRY DENSITY WITHIN 0% TO ±3% OPTIMUM MOISTURE CONTENT.
11. REINFORCING: TXDOT 440, #6 @ 12" O.C.E.W., F = 60,000 PSI Y
12. STONE VENEER: CORONADO, SAWTOOTH LEDGE, WHITE

5 SECTION 'C'

SCALE : NTS

STATE OF TEXAS
DAVID L. MAREK
83327
REGISTERED PROFESSIONAL ENGINEER

06-12-2020
DATE NAME

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KEY PLAN

HEART OF TEXAS SMILES

DENTAL CLINIC

WOODWAY, TX

DATE	ISSUED FOR

CP&Y

CP&Y, INC.

TEXAS REGISTERED ENGINEERING FIRM F-1741

PROJ. # HTSS1900768	PM: DLM
CK. BY: DLM	DN. BY: ECM

DUMPSTER ENCLOSURE DETAILS

North

C605

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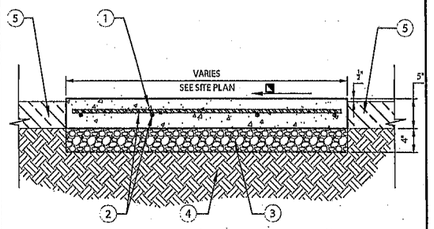
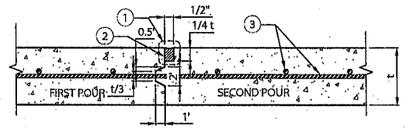


1. CONCRETE: TXDOT 421, TYPE 'A', MEDIUM BROOM FINISH
2. REINFORCING: TXDOT 440, GRADE 60, #4 @ 12" O.C.E.W.
3. CRUSHED LIMESTONE BASE: TXDOT 247, TYPE 'A', GRADE 1-2. INSTALL IN 4" COMPACTED LIFTS TO A MINIMUM 95% OF ASTM D 1557 AT A MOISTURE CONTENT RANGE OF ±3% OF OPTIMUM MOISTURE CONTENT
4. COMPACT EXISTING SUBGRADE TO A MINIMUM 95% OF ASTM D698 MAX DRY DENSITY WITHIN 0% TO + 3% OPTIMUM MOISTURE CONTENT
5. TOPSOIL: THICKNESS PER LANDSCAPING PLAN, MINIMUM THICKNESS 6 INCHES.

NOTE: MAX CROSS SLOPE: 2%
MIN CROSS SLOPE: 1%
2) CONTROL JOINT SPACING: 5'-0" (TYP)
3) EXPANSION JOINT SPACING: 50'-0" (MAX)
4) DOWELS: #3 @ 12" O.C., f_s = 60,000 PSI

1 CONCRETE SIDEWALK

SCALE : N.T.S.

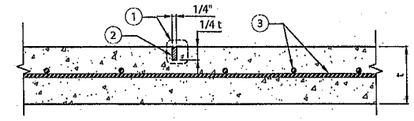


1. TYPICAL JOINT SEAL
2. VERTICAL SAW CUT
3. REINFORCING AS SPECIFIED

NOTE:
CONTRACTOR SHALL PROTECT KEYWAY PRIOR TO SECOND POUR. IF LONGITUDINAL KEYWAY IS DAMAGED, CONTRACTOR SHALL REPAIR WITH USE OF LONGITUDINAL BUTT JOINT. DRILL AND GROUT DOWELS INTO FIRST POUR.

2 CONSTRUCTION JOINT DETAIL

SCALE : 1 1/2" = 1'-0"

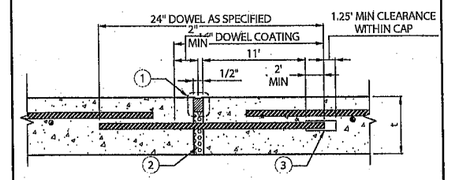


1. TYPICAL JOINT SEAL
2. VERTICAL SAW CUT
3. REINFORCING AS SPECIFIED

NOTE:
CONTRACTOR SHALL SAWCUT JOINT AS SOON AS CONCRETE CAN ACCEPT WEIGHT.

3 CONTRACTION JOINT DETAIL (SIDEWALK)

SCALE : 1 1/2" = 1'-0"

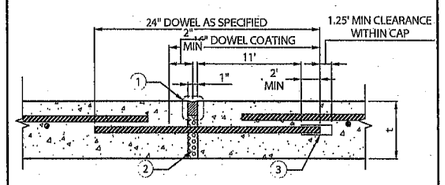


1. TYPICAL JOINT SEAL
2. NON EXTRUDING PREMOLDED COMPRESSIBLE MATERIAL, REDWOOD OR APPROVED EQUAL
3. CLOSED DOWEL SLEEVE TO FIT DOWEL @ BE SECURED. INSTALLED AS SPECIFIED

NOTE:
1. DOWELS @ REINF. BARS SHOULD BE SUPPORTED ON AN APPROVED DEVICE & MUST BE TIED OR CHAIRED ON EACH SIDE
2. DOWELS MUST BE PERPENDICULAR TO FACE OF CONCRETE
3. 16" DOWEL COATING TO CONSIST OF HEAVY GREASE OR BOND BREAKER

4 EXPANSION JOINT DETAIL (SIDEWALK)

SCALE : 1 1/2" = 1'-0"

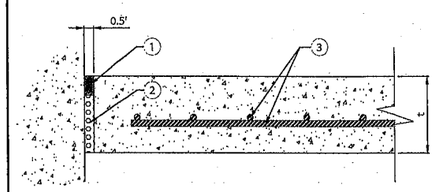


1. TYPICAL JOINT SEAL
2. NON EXTRUDING PREMOLDED COMPRESSIBLE MATERIAL, REDWOOD OR APPROVED EQUAL
3. CLOSED DOWEL SLEEVE TO FIT DOWEL @ BE SECURED. INSTALLED AS SPECIFIED

NOTE:
1. DOWELS @ REINF. BARS SHOULD BE SUPPORTED ON AN APPROVED DEVICE & MUST BE TIED OR CHAIRED ON EACH SIDE
2. DOWELS MUST BE PERPENDICULAR TO FACE OF CONCRETE
3. 16" DOWEL COATING TO CONSIST OF HEAVY GREASE OR BOND BREAKER

5 EXPANSION JOINT DETAIL (PAVEMENT)

SCALE : 1 1/2" = 1'-0"

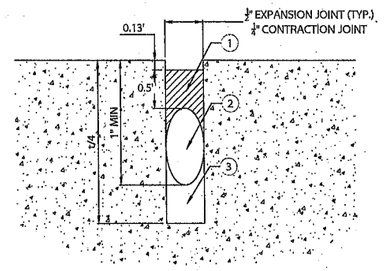


1. TYPICAL JOINT SEAL
2. NON-EXTRUDING PRE-MOLDED COMPRESSIBLE MATERIAL, REDWOOD OR APPROVED EQUAL
3. REINFORCING AS SPECIFIED

NOTE: t = THICKNESS OF SLAB

6 ISOLATION JOINT

SCALE : 3" = 1'-0"

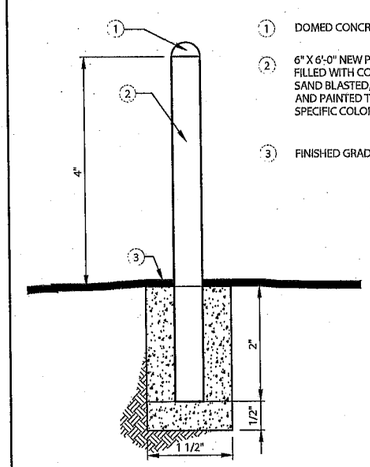


1. JOINT SEALENT: W R MEADOWS, SELF LEVELING, LOW MODULUS POURTHANE SL OR APPROVED EQUAL.
2. BACKER ROD, COMPATIBLE WITH THE CLASS OF SEALANT.
3. VOID SPACE.

NOTE: t = THICKNESS OF SLAB

7 TYPICAL JOINT SEAL

SCALE : 1" = 1'-0"



1. DOMED CONCRETE CAP
2. 6" X 6'-0" NEW PIPE BOLLARD FILLED WITH CONCRETE, SAND BLASTED, PRIMED AND PAINTED TO MATCH SPECIFIC COLOR SELECTION
3. FINISHED GRADE

8 BOLLARD DETAIL

SCALE : 3/4" = 1'- 0"

STATE OF TEXAS
DAVID L. MAREK
83327
REGISTERED PROFESSIONAL ENGINEER

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KEY PLAN

HEART OF TEXAS SMILES
DENTAL CLINIC
WOODWAY, TX

DATE	ISSUED FOR

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CP&Y, INC.
TEXAS REGISTERED ENGINEERING FIRM F-1741

PROJ. # HTSS1900768	PM: DLM
CK BY: DLM	DN. BY: ECM

CIVIL DETAILS

North

C606

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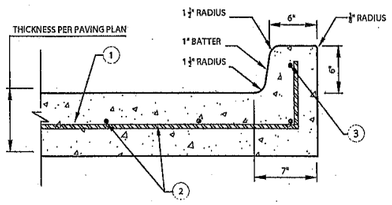
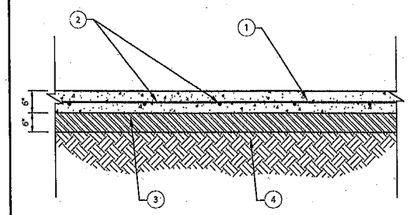


1. CONCRETE: TXDOT 421, CLASS 'P', F'c = 4,000 PSI @ 28 DAYS
2. REINFORCING: TXDOT 440, GRADE 60, #4 @ 12" O.C.E.W.
3. REINFORCING: TXDOT 440, GRADE 60, #4 BAR (CONTINUOUS)

1 INTEGRAL CURB DETAIL

SCALE : NTS

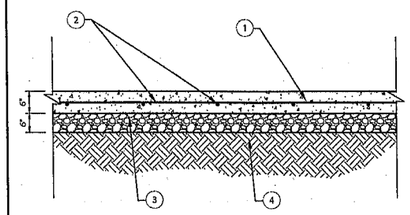


1. CONCRETE: TXDOT 421, CLASS 'P', f'_c = 4,000 PSI @ 28 DAYS
2. REINFORCING: TXDOT 421, GRADE 60, #4 @ 12" O.C.E.W.
3. LIME STABILIZED SUBGRADE: TXDOT 260, 28 LB/SY PER 6" LIFT RATE: 6% BY DRY SOIL UNIT WEIGHT. A MINIMUM 95% OF ASTM D 698 MAX DRY DENSITY WITHIN 0% TO 3% OPTIMUM MOISTURE CONTENT
4. UNDISTURBED SOIL OR IN AREAS OF FILL, COMPACT SELECT FILL TO A MINIMUM OF 95% OF ASTM D698 MAX DRY DENSITY WITHIN 0% TO +3% OPTIMUM MOISTURE CONTENT, INSTALLED IN 6" LIFTS

NOTE:
1. PAVEMENT AND SUBGRADE SHALL BE INSTALLED IN CONFORMANCE WITH ALL APPLICABLE SECTIONS OF PROJECT GEOTECH REPORT
2. CONTROL & EXPANSION JOINTS AS INDICATED ON PAVING PLAN. EXPANSION JOINT DOWEL: GRADE 60, #7 @12" O.C. LENGTH = 24"

2 HEAVY DUTY CONC PAVEMENT - A

SCALE : 1/2" = 1' - 0"

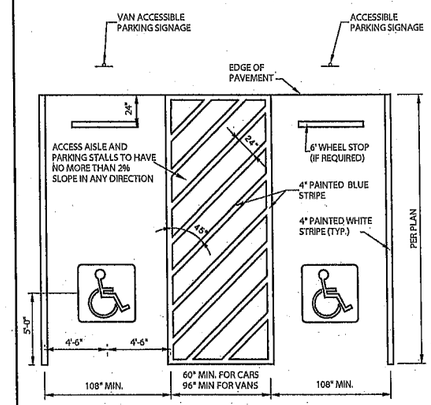


1. CONCRETE: TXDOT 421, CLASS 'P', f'_c = 4,000 PSI @ 28 DAYS
2. REINFORCING: TXDOT 421, GRADE 60, #4 @ 12" O.C.E.W.
3. CRUSHED LIMESTONE BASE: TXDOT 247, TYPE 'A' GRADE 1-2. INSTALL IN 6" COMPACTED LIFTS TO A MINIMUM 95% OF ASTM D1557 AT A MOISTURE CONTENT RANGE OF ± 3% OF OPTIMUM MOISTURE CONTENT
4. UNDISTURBED SOIL OR IN AREAS OF FILL, COMPACT SELECT FILL TO A MINIMUM OF 95% OF ASTM D698 MAX DRY DENSITY WITHIN 0% TO +3% OPTIMUM MOISTURE CONTENT, INSTALLED IN 6" LIFTS

NOTE:
1. PAVEMENT AND SUBGRADE SHALL BE INSTALLED IN CONFORMANCE WITH ALL APPLICABLE SECTIONS OF PROJECT GEOTECH REPORT
2. CONTROL & EXPANSION JOINTS AS INDICATED ON PAVING PLAN. EXPANSION JOINT DOWEL: GRADE 60, #7 @12" O.C. LENGTH = 24"

3 HEAVY DUTY CONC PAVEMENT - B

SCALE : 1/2" = 1' - 0"



NOTE:

STRIPING AND CONSTRUCTION SHALL CONFORM TO ALL APPLICABLE FEDERAL, STATE AND MUNICIPAL CODES AND SPECIFICATIONS.

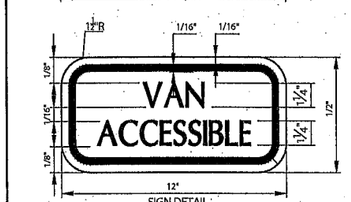
4 HANDICAP PARKING STRIPING DETAIL

SCALE : NTS

ALUM. SIGN W/ SILK SCREENED ENAMEL PAINT

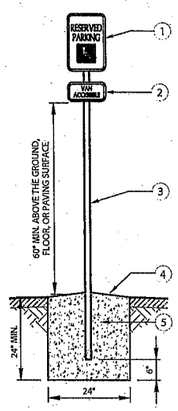
COLORS:
LEGEND & BORDER-GREEN
BACKGROUND-WHITE

MOUNTING HEIGHT TO BOTTOM OF SIGN @ 60" MIN.
WHERE REQUIRED AS SHOWN "VAN ACCESSIBLE" SHALL BE PART OF THIS SIGN



SIGN DETAIL
SCALE: 3"=1'-0"

COLORS:
LEGEND & BORDER-GREEN
BACKGROUND-WHITE

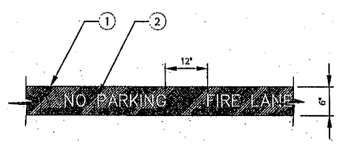


SCALE: NTS

1. ACCESSIBLE PARKING SIGNAGE SEE DETAIL THIS SHEET
2. AT LEAST 1 IN EVERY EIGHT ACCESSIBLE SPACES SHALL BE DESIGNATED "VAN ACCESSIBLE" AND SHALL BE SERVED BY AN ACCESS AISLE 96" WIDE MIN.
3. 2" Ø GALVANIZED STEEL PIPE
4. FINISHED GRADE
5. CONCRETE BASE: TXDOT 421, CLASS 'A'

5 VAN ACCESSIBLE PARKING SIGNAGE DETAIL

SCALE : AS SHOWN



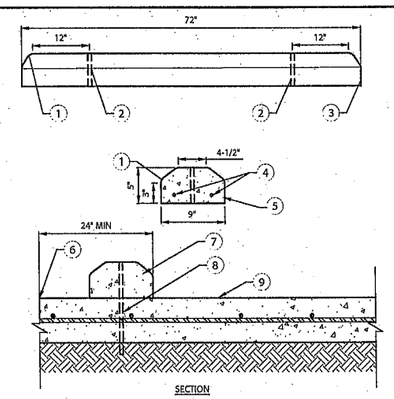
1. STRIPE SHALL BE SIX (6) INCHES WIDE PAINTED WITH AN EXTERIOR ACRYLIC LATEX PAINT. PAINT SHALL BE "TRAFFIC RED" GLIDDEN NO. 63251 OR EQUAL.
2. LETTERS SHALL BE FOUR (4) INCHES HIGH PAINTED WITH AN EXTERIOR ACRYLIC LATEX PAINT. LETTERS TO BE ONE (1) INCH STROKE. COLOR SHALL BE "TRAFFIC WHITE" GLIDDEN NO. 563245 OR EQUAL.

NOTE:

1. STRIPE MAY BE BRUSHED OR SPRAYED, ONE COAT TO FINISH.
2. LETTERS SHALL BE STENCIL FORMED, BRUSH APPLIED AND SPACED AS DETAILED ON THIS SHEET.
3. STRIPING TO BE DONE IN ACCORDANCE WITH CITY STANDARDS. THE PAVEMENT MARKINGS SHALL BE FROM THE TOP OF THE SEAM OF THE CURB TO A POINT EVEN WITH THE DRIVING SURFACE.
4. STRIPING SHALL BE PAINTED ENTIRE LENGTH OF DEDICATION FIRE LANE.
5. "NO PARKING FIRE LANE" TEXT TO BE REPEATED AT A SPACING OF 30'-0" (MAX) & SHALL COMPLY WITH CITY STANDARDS.

6 FIRE LANE PAINT

SCALE : NTS



1. 2"R CAST OR RUBBED EDGES (TYP)
2. 5/8" OR 3/4" ANCHOR HOLES
3. 1/4" PITCH OPTIONAL (TYP)
4. 2 EA #4 BARS
5. CONCRETE: 5,000 PSI @ 28 DAYS (MIN)
6. EDGE OF PAVEMENT OR FACE OF CURB
7. 6' LONG CONCRETE WHEEL STOP (TYP)
8. ANCHOR TO PAVEMENT WITH #4 BARS (18" LONG) 2 PER WHEEL STOP
9. PARKING AREA

NOTES:
1. CONCRETE WHEEL STOP TO BE PRE-MANUFACTURED REINFORCED 5,000 PSI TYPE II CONCRETE.
2. #4 ANCHOR BAR ENDS TO BE INSTALLED FLUSH WITH TOP OF WHEEL STOP.
3. CENTER WHEEL STOP IN EACH STALL, SIDE TO SIDE.

7 WHEEL STOP DETAIL

SCALE : 3/4" = 1'-0"

STATE OF TEXAS
DAVID L. MAREK
83327
REGISTERED PROFESSIONAL ENGINEER

06-12-2020
DATE NAME

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KEY PLAN

HEART OF TEXAS SMILES
DENTAL CLINIC
WOODWAY, TX

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TEXAS REGISTERED ENGINEERING FIRM F-1741

PROJ. # HTSS1900768	PM: DLM
CK. BY: DLM	DN. BY: ECM

CIVIL DETAILS

North

C607

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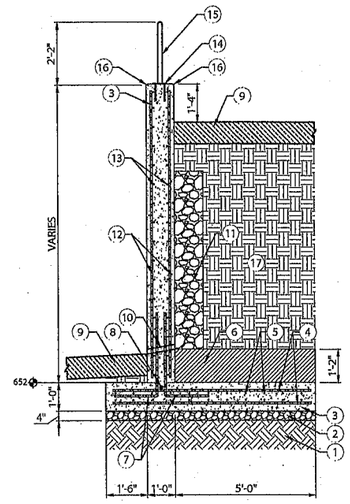

1. EXISTING SUBGRADE: COMPACTED TO 95% ASTM D698 @ 0% TO ± 2% OPTIMUM MOISTURE CONTENT.
2. CRUSHED LIMESTONE: TXDOT 247, TYPE 'A', GRADE 1-2, COMPACTED TO 95% ASTM D698 AT 0% TO ± 2% OPTIMUM MOISTURE CONTENT.
3. CONCRETE: TxDOT 421, CLASS 'S', f'_c = 4,000 PSI @ 28 DAYS.
4. REINFORCING: TxDOT 440, GRADE 60, #6 @ 15" O.C.
5. REINFORCING: TxDOT 440, GRADE 60, #4 @ 8" O.C.
6. IMPERVIOUS CLAY: COMPACTED TO 95% ASTM D698 @ 0% TO ± 2% OPTIMUM MOISTURE CONTENT, MINIMUM PLASTICITY INDEX: 60.
7. REINFORCING: TxDOT 440, GRADE 60, #6 DOWELS @ 15" O.C.
8. WATERSTOP: INSTALL AT CONSTRUCTION JOINT.
9. TOPSOIL: MINIMUM THICKNESS: 9"
10. WEEPHOLE: 2" Ø PVC PIPE CAST INTO WALL.
11. WASHED ROCK: 12" MINIMUMTHICKNESS, d_{50} ≈ 2", ENCAPSULATE WITH GEOTEXTILE.
12. REINFORCING: TxDOT 440, GRADE 60, #6 @ 9" O.C.
13. REINFORCING: TxDOT 440, GRADE 60, #4 @ 8" O.C.
14. GALV. STEEL BASE PLATE: MINIMUM THICKNESS: ¼", ATTACH TO ½" Ø A325 GALV. STEEL ANCHOR ROD CAST INTO WALL WITH MINIMUM EMBEDMENT = 15"
15. GALV. STEEL GUARDRAIL: MIN HEIGHT = 26", ATTACH TO BASE PLATE PER MANUFACTURER RECOMENDATIONS.
16. CHAMFER ALL EXPOSED EDGES ¾"
17. SELECT FILL, INSTALLED IN 6" LIFTS, COMPACTED TO A MINIMUM 95% OF ASTM D698 MAX DRY DENSITY AT ±3% OPTIMUM MOISTURE CONTENT.

1 RETAINING WALL

SCALE : 3/8" = 1'-0"

STATE OF TEXAS
DAVID L. MAREK
#3327
REGISTERED PROFESSIONAL ENGINEER

06-12-2020 | DATE | NAME

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KEY PLAN

HEART OF TEXAS SMILES

DENTAL CLINIC

WOODWAY, TX

	DATE	ISSUED FOR
△		
△		
△		
△		

CP&Y

CP&Y, INC.

TEXAS REGISTERED ENGINEERING FIRM F-1741

PROJ. # HTSS1900768	PM: DLM
CK. BY: DLM	DN. BY: ECM

CIVIL DETAILS

North

C608

G:\Projects\HTSS1900768-Heart of Texas Smiles\DWG\HTSS1900768-CSD-DETAILS.dwg, 6/17/2020 1:28:01 PM, 1:1

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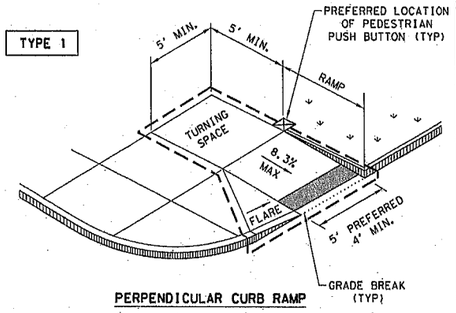
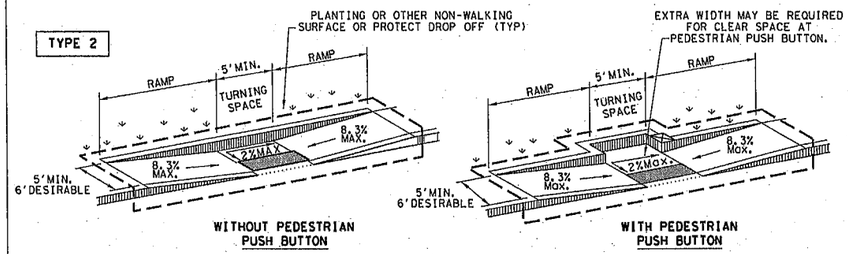
TYPE 1



PERPENDICULAR CURB RAMP

TYPE 2

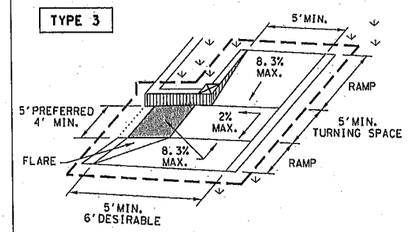


WITHOUT PEDESTRIAN PUSH BUTTON

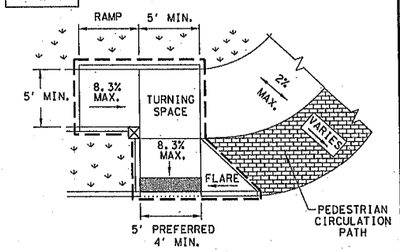
WITH PEDESTRIAN PUSH BUTTON

PARALLEL CURB RAMP

TYPE 3

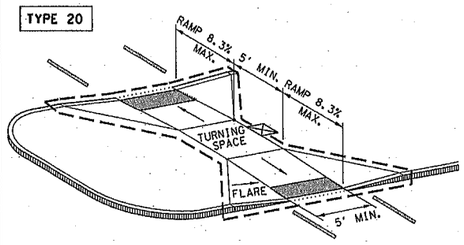


TYPE 6



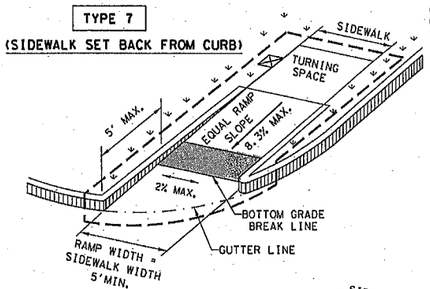
COMBINATION CURB RAMPS

TYPE 20

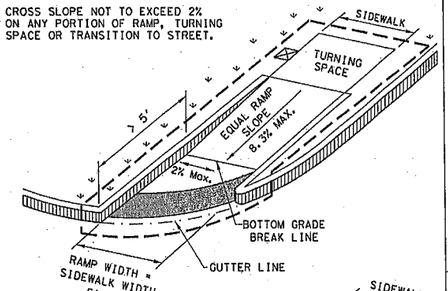


CURB RAMPS AT MEDIAN ISLANDS

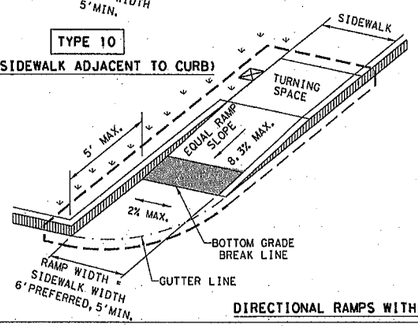
TYPE 7
(SIDEWALK SET BACK FROM CURB)



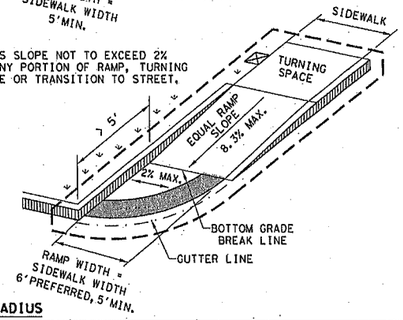
CROSS SLOPE NOT TO EXCEED 2% ON ANY PORTION OF RAMP, TURNING SPACE OR TRANSITION TO STREET.



TYPE 10
(SIDEWALK ADJACENT TO CURB)

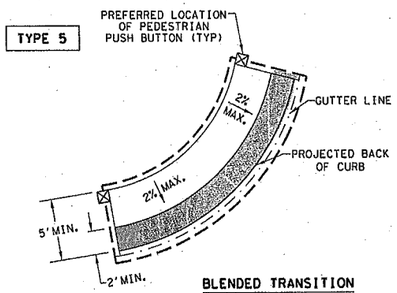


CROSS SLOPE NOT TO EXCEED 2% ON ANY PORTION OF RAMP, TURNING SPACE OR TRANSITION TO STREET.



DIRECTIONAL RAMPS WITHIN RADIUS

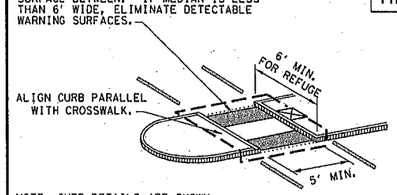
TYPE 5



BLENDED TRANSITION
(FLUSH LANDING)

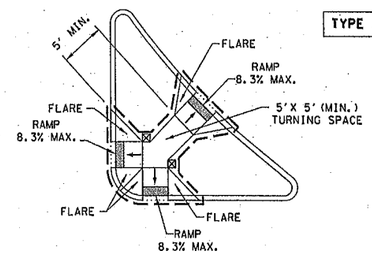
TYPE 21

INSTALL DETECTABLE WARNING SURFACE AT EACH END OF THE CUT-THROUGH RAMP WITH A MINIMUM 2' USUAL SIDEWALK SURFACE BETWEEN. IF MEDIAN IS LESS THAN 6' WIDE, ELIMINATE DETECTABLE WARNING SURFACES.

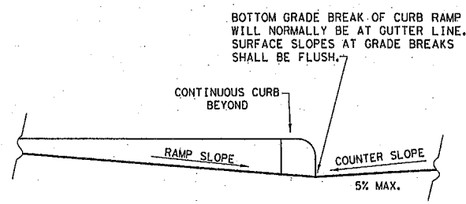


NOTE: CURB DETAILS ARE SHOWN ELSEWHERE IN THE PLANS.

TYPE 22



COMBINATION ISLAND RAMPS



TYPICAL SECTION OF PERPENDICULAR CURB RAMP AT CONNECTION TO ROADWAY

NOTES / LEGEND:

SEE GENERAL NOTES ON SHEET 2 OF 4 FOR MORE INFORMATION.

DENOTES PLANTING OR NON-WALKING SURFACE NOT PART OF PEDESTRIAN CIRCULATION PATH.

DETECTABLE WARNING SURFACE

DENOTES PREFERRED LOCATION OF PEDESTRIAN PUSH BUTTON IF APPLICABLE.

GUTTER LINE

GRADE BREAK

RAMP LIMITS OF PAYMENT

SHEET 1 OF 4

Texas Department of Transportation — Design Division Standard

PEDESTRIAN FACILITIES CURB RAMPS

PED-18

FILE: ped18	DN: TxDOT	CK: VP	CK: KM	CK: PK & JC
© TxDOT: MARCH, 2002	CONT	SECT	JOB	HIGHWAY
REVISIONS: REVISED 08, 2005; REVISED 06, 2012; REVISED 01, 2018	DIST		COUNTY	SHEET NO.

DATE:
FILE:

STATE OF TEXAS — DAVID L. MAREK — REGISTERED PROFESSIONAL ENGINEER

05-12-2020 — DATE — NAME

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KEY PLAN

HEART OF TEXAS SMILES

DENTAL CLINIC

WOODWAY, TX

DATE	ISSUED FOR

CP&Y, INC.
TEXAS REGISTERED ENGINEERING FIRM F-1741

PROJ. # HTSS1900768	PM: DLM
CK. BY: DLM	DN. BY: ECM

TXDOT RAMP DETAILS

North

C609

G:\Projects\HTSS1900768-Heart of Texas Smiles\DWG\HTSS1900768-C609-DETAILS.dwg, 6/24/2020 7:59:53 AM, 1:1

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DATE:
FILE:

GENERAL NOTES

CURB RAMPS

1. Install a curb ramp or blended transition at each pedestrian street crossing.
2. All slopes shown are maximum allowable. Cross slopes of 1.5% and lesser running should be used. Adjust curb ramp length or grade of approach sidewalks as directed.
3. Maximum allowable cross slope on sidewalk and curb ramp surfaces is 2%.
4. The minimum sidewalk width is 5'. Where the sidewalk is adjacent to the back of curb, a 6' sidewalk width is desirable. Where a 5' sidewalk cannot be provided due to site constraints, sidewalk width may be reduced to 4' for short distances. 5'x 5' passing areas at intervals not to exceed 200' are required.
5. Turning Spaces shall be 5'x 5' minimum. Cross slope shall be maximum 2%.
6. Clear space at the bottom of curb ramps shall be a minimum of 4'x 4' wholly contained within the crosswalk and wholly outside the parallel vehicular travel path.
7. Provide flared sides where the pedestrian circulation path crosses the curb ramp. Flared sides shall be sloped at 10% maximum, measured parallel to the curb. Returned curbs may be used only where pedestrians would not normally walk across the ramp, either because the adjacent surface is planted, substantially obstructed, or otherwise protected.
8. Additional information on curb ramp location, design, light reflective value and texture may be found in the latest draft of the Proposed Guidelines for Pedestrian Facilities in the Public Right of Way (PROWAG) as published by the U.S. Architectural and Transportation Barriers Compliance Board (Access Board).
9. To serve as a pedestrian refuge area, the median should be a minimum of 6' wide, measured from back of curbs. Medians should be designed to provide accessible passage over or through them.
10. Small channelization islands, which do not provide a minimum 5'x 5' landing at the top of curb ramps, shall be cut through level with the surface of the street.
11. Crosswalk dimensions, crosswalk markings and stop bar locations shall be as shown elsewhere in the plans. At intersections where crosswalk markings are not required, curb ramps shall align with theoretical crosswalks unless otherwise directed.
12. Provide curb ramps to connect the pedestrian access route at each pedestrian street crossing. Handrails are not required on curb ramps.
13. Curb ramps and landings shall be constructed and paid for in accordance with Item 531 "Sidewalks".
14. Place concrete at a minimum depth of 5" for ramps, flares and landings, unless otherwise directed.
15. Furnish and install No. 3 reinforcing steel bars at 18" o.c. both ways, unless otherwise directed.
16. Provide a smooth transition where the curb ramps connect to the street.
17. Curbs shown on sheet 1 within the limits of payment are considered part of the curb ramp for payment, whether it is concrete curb, gutter, or combined curb and gutter.
18. Existing features that comply with applicable standards may remain in place unless otherwise shown on the plans.

DETECTABLE WARNING MATERIAL

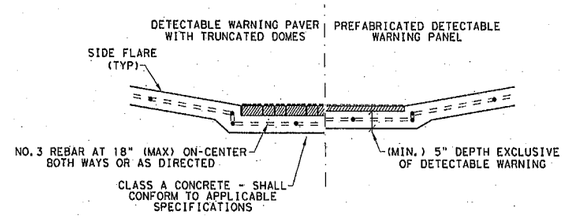
19. Curb ramps must contain a detectable warning surface that consists of raised truncated domes complying with PROWAG. The surface must contrast visually with adjoining surfaces, including side flares. Furnish and install an approved cast-in-place dark brown or dark red detectable warning surface material adjacent to uncolored concrete, unless specified elsewhere in the plans.
20. Detectable Warning Materials must meet TxDOT Departmental Materials Specification DMS 4350 and be listed on the Material Producer List. Install products in accordance with manufacturer's specifications.
21. Detectable warning surfaces must be firm, stable and slip resistant.
22. Detectable warning surfaces shall be a minimum of 24 inches in depth in the direction of pedestrian travel, and extend the full width of the curb ramp or landing where the pedestrian access route enters the street.
23. Detectable warning surfaces shall be located so that the edge nearest the curb line is at the back of curb and neither end of that edge is greater than 5 feet from the back of curb. Detectable warning surfaces may be curved along the corner radius.
24. Shaded areas on Sheet 1 of 4 indicate the approximate location for the detectable warning surface for each curb ramp type.

DETECTABLE WARNING PAVERS (IF USED)

25. Furnish detectable warning paver units meeting all requirements of ASTM C-936, C-33. Lay in a two by two unit basket weave pattern or as directed.
26. Lay full-size units first followed by closure units consisting of at least 25 percent (25%) of a full unit. Cut detectable warning paver units using a power saw.

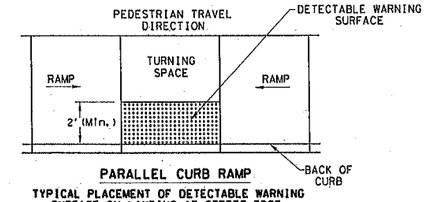
SIDEWALKS

27. Provide clear ground space at operable parts, including pedestrian push buttons. Operable parts shall be placed within unobstructed reach range specified in PROWAG section R406.
28. Place traffic signal or illumination poles, ground boxes, controller boxes, signs, drainage facilities and other items so as not to obstruct the pedestrian access route or clear ground space.
29. Street grades and cross slopes shall be as shown elsewhere in the plans.
30. Changes in level greater than 1/4 inch are not permitted.
31. The least possible grade should be used to maximize accessibility. The running slope of sidewalks and crosswalks within the public right of way may follow the grade of the parallel roadway. Where a continuous grade greater than five percent (5%) must be provided, handrails may be desirable to improve accessibility. Handrails may also be needed to protect pedestrians from potentially hazardous conditions. If provided, handrails shall comply with PROWAG R409.
32. Handrail extensions shall not protrude into the usable landing area or into intersecting pedestrian routes.
33. Driveways and turnouts shall be constructed and paid for in accordance with Item "Intersections, Driveways and Turnouts". Sidewalks shall be constructed and paid for in accordance with Item, "Sidewalks".
34. Sidewalk details are shown elsewhere in the plans.

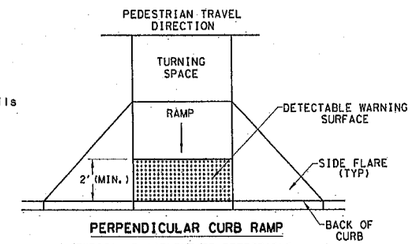


SECTION VIEW DETAIL
CURB RAMP AT DETECTIBLE WARNINGS

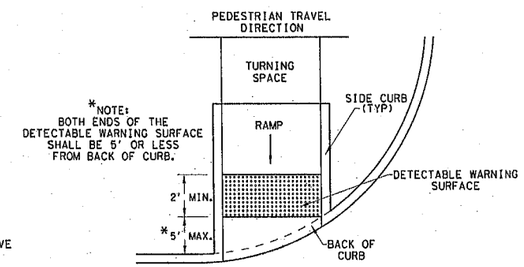
DETECTABLE WARNING SURFACE DETAILS



PARALLEL CURB RAMP
TYPICAL PLACEMENT OF DETECTABLE WARNING SURFACE ON LANDING AT STREET EDGE.



PERPENDICULAR CURB RAMP
TYPICAL PLACEMENT OF DETECTABLE WARNING SURFACE ON SLOPING RAMP RUN.



DIRECTIONAL CURB RAMP
TYPICAL PLACEMENT OF DETECTABLE WARNING SURFACE ON SLOPING RAMP RUN.

SHEET 2 OF 4

Texas Department of Transportation — Design Division Standard

PEDESTRIAN FACILITIES CURB RAMPS

PED-18

FILE: ped18	DN: TxDOT	CK: VP	CK: KM	CK: PK & JG
© TxDOT: MARCH, 2002	CONT	SECT	JOB	HIGHWAY
REVISIONS 08, 2005 / 06, 2012 / 01, 2018	DIST		COUNTY	SHEET NO.

DAVID L. MAREK — STATE OF TEXAS — #83327 — REGISTERED PROFESSIONAL ENGINEER

06-12-2020 — DATE — NAME

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KEY PLAN

HEART OF TEXAS SMILES
DENTAL CLINIC
WOODWAY, TX

DATE	ISSUED FOR

CP&Y, INC.
TEXAS REGISTERED ENGINEERING FIRM F-1741

PROJ. # HTSS1900768	PM: DLM
CK. BY: DLM	DN. BY: ECM

TXDOT RAMP DETAILS

North

C610

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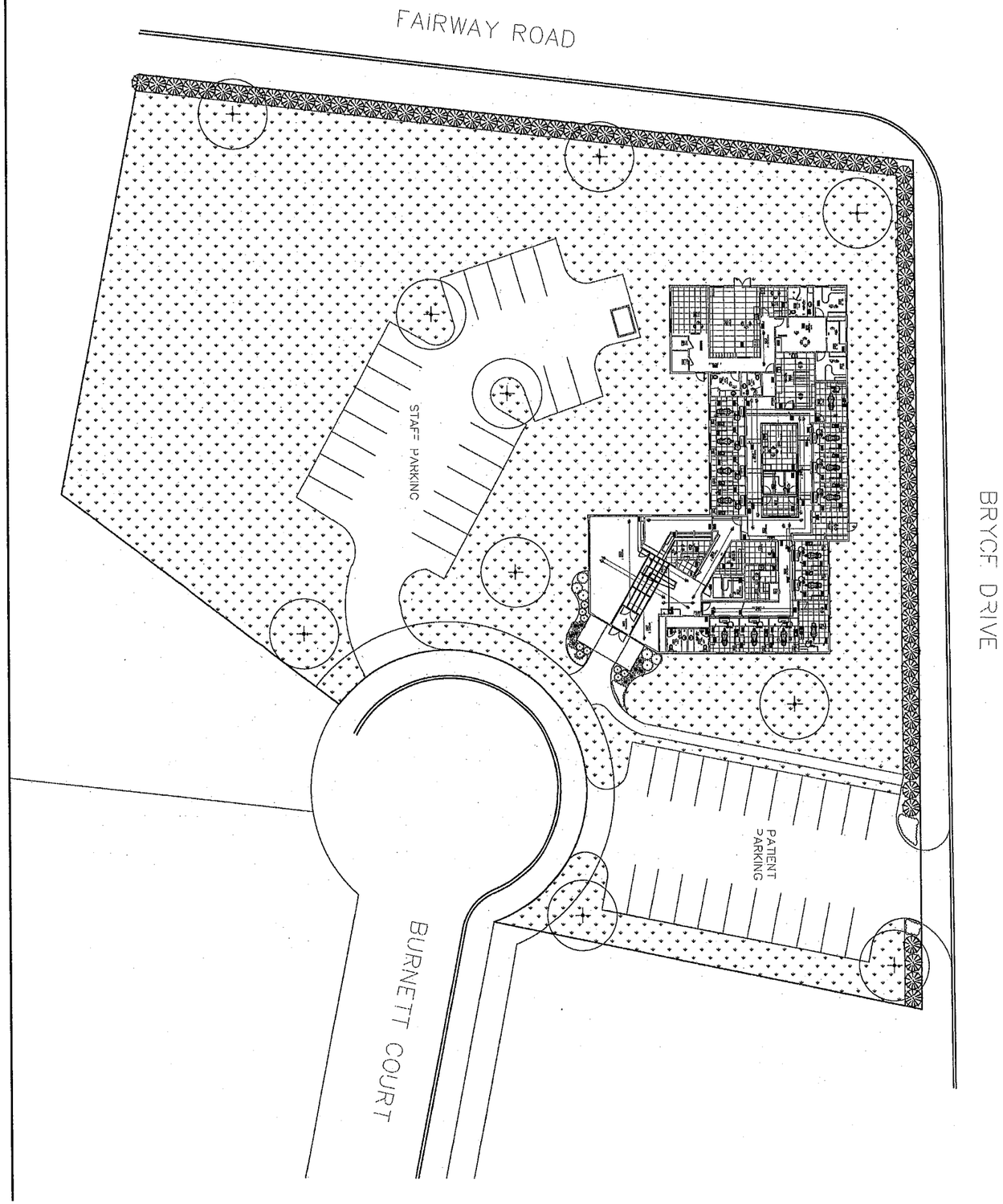


LANDSCAPE NOTES AND SPECIFICATIONS

1. THE LANDSCAPE CONTRACTOR IS RESPONSIBLE FOR PROVIDING ALL MATERIALS, LABOR AND EQUIPMENT TO COMPLETE ALL LANDSCAPE WORK IN STRICT ACCORDANCE WITH THE PLANTING PLAN, PLANT LIST. THIS INCLUDES BUT IS NOT LIMITED TO FERTILIZER, MULCH, STAKES, TIES, GUY WIRES, CABLES AND ALL OTHER NECESSARY EQUIPMENT TO COMPLETE THIS WORK. VERIFY ALL QUANTITIES LISTED ON PLANT SCHEDULE AND PLAN AND INSTALL THE GREATER OF THE TWO. PLANT LEGEND IS FOR INFORMATION ONLY. CONTRACOR TO VERIFY ALL QUANTITIES LISTED IN PLANT KEY.
2. THE LANDSCAPE CONTRACTOR MUST SUPPLY ALL PLANTS AS SPECIFIED , IN THE SIZES AND QUANTITIES LISTED ON THE PLANS.
3. SUBSTITUTIONS TO ANY OF THE WORK, MATERIALS, OR EQUIPMENT MAY NOT BE MADE WITHOUT PERMISSION OF THE ARCHITECT.
4. LANDSCAPE CONTRACTOR AND OR IRRIGATION CONTRACTOR SHALL VERIFY EXISTING CONDITIONS ON SITE. ANY PROBLEMS OR DISCREPANCIES FROM THE PLANS OR SPECIFICATIONS SHOULD BE REPORTED TO THE ARCHITECT.
5. LANDSCAPE CONTRACTOR SHALL COMPLY WITH ALL FEDERAL, STATE, COUNTY AND LOCAL REGULATIONS GOVERNING LANDSCAPE MATERIALS AND WORK.
6. PLANT MATERIAL SHALL CONFORM TO LOCAL NURSERY AND INDUSTRY STANDARDS. ALL PLANT MATERIAL WILL HAVE GOOD STRUCTURE AND SHAPE WHEN PLANTED AND BE FREE FROM PESTS OR DAMAGE. ALL TREES WILL HAVE A STRONG, WELL DEVELOPED, UNCUT CENTRAL LEADER. ANY BRANCHES BROKEN IN HANDLING AND PLANTING WILL BE REMOVED USING PROPER PRUNING TECHNIQUES.
7. LANDSCAPE CONTRACTOR WILL RESTORE DISTURBED FINISH GRADES TO ORIGINAL CONDITION.
8. LANDSCAPE CONTRACTOR WILL CONFIRM OPERATION AND COVERAGE OF NEW IRRIGATION SYSTEM IN ALL PLANTING AREAS.
9. ALL PLANTS WILL BE WARRANTED FOR A PERIOD OF 1 YEAR FROM THE DATE OF FINAL ACCEPTANCE. OWNER WILL BE RESPONSIBLE FOR PROPER MAINTENANCE OF PLANTS AFTER FINAL ACCEPTANCE. DURING WARRANTY PERIOD DEAD AND UNSIGHTLY PLANT MATERIAL WILL BE REMOVED IMMEDIATELY. ONLY ONE REPLACEMENT PER PLANT WILL BE DONE. WARRANTY EXCLUDES DAMAGES CAUSED BY VANDALISM, FREEZE, DROUGHT, INSECT INFESTATION, OR OTHER ACTS OF GOD.
10. COMPOST MATERIAL TO BE NATURALLY PRODUCED AND IS TO BE TILLED INTO ALL PLANTING AREAS. A 4" LAYER IS TO BE TILLED INTO EXISTING SOIL TO A DEPTH OF 8". MULCH IS TO BE SHREDDED HARDWOOD MULCH AND A 3" LAYER IS TO BE APPLIED TO ALL PLANTING AREAS AND TREES.
11. STEEL EDGING SHALL BE INSTALLED IN AREAS WHERE PLANTING BEDS MEET SOD AND/OR DECOMPOSED GRANITE AND/OR ANY COMBINATION THERE OF AS SHOWN ON THE PLANTING PLAN.
12. STAKE ALL SHADE AND ORNAMENTAL TREES. INCLUDE STAKING IN ESTIMATE BUT VERIFY NEED WITH LANDSCAPE DESIGNER.
13. ALL PLANTING AREAS WILL BE RAKED TO FINAL GRADE AND LIGHTLY COMPACTED BY WATERING.
14. ALL PLANT MATERIAL WILL BE DEEP WATERED UPON PLANTING AND SOIL TAMPED AROUND ROOT BALLTO REMOVE ANY AIR POCKETS.
15. AN UNDERGROUND IRRIGATION SYSTEM WILL BE INSTALLED TO IRRIGATE ALL REQUIRED LANDSCAPE AREAS.
16. REMOVE ALL DEBRIS GENERATED BY WORK OPERATIONS FROM THE SITE DAILY.
17. ALL PAVED AREAS WILL BE CLEANED DAILY BY SWEEPING. REMOVE TIRE MARKS AND OIL DRIPS FROM ALL SURFACES.
18. ALL PLANTING AREAS WILL BE IN A RAKED LEVEL CONDITION, FREE OF DEBRIS AND PAVED SURFACES WILL BE IN A BROOM CLEAN CONDITION READY FOR FINAL ACCEPTANCE BY OWNER.
19. GENERAL CONTRACTOR TO FINAL GRADE SITE AND IMPORT ALL TOPSOIL EXCEPT FOR COMPOST MATERIAL WHICH THE LANDSCAPE CONTRACTOR IS TO PROVIDE TO AMEND PLANTING AREAS. GENERAL CONTRACTOR TO LEAVE TOPSOIL FINAL GRADED AREAS FOR SOD 2" LOWER THAN ADJACENT SIDEWALKS FOR INSTALLATION OF SOD. LANDSCAPE CONTRACTOR TO BE RESPONSIBLE FOR LIGHT HAND RAKING OF SOD AREAS PRIOR TO SOD INSTALLATION ONLY.
20. LANDSCAPE CONTRACTOR TO BE RESPONSIBLE FOR PREPARING ALL PLANTING AREAS AS SPECIFIED. LANSCAPE CONTRACTOR TO MAKE SURE WATER WILL DRAIN AWAY FROM FOUNDATION OF BUILDING AND PLANTING BEDS. IF A PROBLEM IS DETECTED THE LANDSCAPE CONTRACTOR IS TO ALERT GENERAL CONTRACTOR OF THE PROBLEM.

IRRIGATION NOTES

1. IRRIGATION SYSTEM SHALL PROVIDE HEAD TO HEAD COVERAGE.
2. IRRIGATION CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING ALL UNDERGROUND UTILITIES PRIOR TO BEGINNING WORK.
3. IRRIGATION CONTRACTOR IS RESPONSIBLE FOR OBTAINING ALL PERMITS NECESSARY FOR THE SCOPE OF THE WORK TO BE PERFORMED AND SHALL COMPLY WITH ALL LOCAL, STATE AND FEDERAL REGULATIONS
4. INSTALL ALL VALVES, ISOLATION VALVES, QUICK COUPLERS, LOT STUB UPS AND WIRE SPLICES IN APPROPRIATELY SIZED BOXES.
5. ALL SLEEVES ARE TO BE INSTALLED BY THE GENERAL CONTRACTOR.
6. ALL LOCAL AND STATE REGULATIONS SHALL BE MET OR EXCEEDED BY IRRIGATION CONTRACTOR.
7. IRRIGATION CONTRACTOR TO VERIFY LOCATION OF WATER METER PRIOR TO DESIGNING SYSTEM
8. IRRIGATION CONTRACTOR TO OBTAIN LOCATION FOR IRRIGATION CONTROLLER FROM ARCHITECT / GENERAL CONTRACTOR
9. IRRIGATION SYSTEM TO BE CONSTRUCTED USING HUNTER IRRIGATION PARTS AND ACCESSORIES.
10. IRRIGATION SYSTEM DESIGN TO BE SUBMITTED TO ARCHITECT FOR DESIGN APPROVAL PRIOR TO INSTALLATION.
11. SYSTEM TO BE DESIGNED USING EITHER ROTOR AND SPRAY HEADS. DRIP IRRIGATION IS NOT TO BE USED
12. SHADE AND ORNAMENTAL TREES ARE TO HAVE TREE BUBBLERS INSTALLED ON SEPARATE STATIONS FROM REST OF SYSTEM.
13. IRRIGATION CONTRACTORS ARE TO BID IRRIGATION SYSTEM ASSUMING GENERAL CONTRACTOR WILL PROVIDE TWO DEDICATED 2" WATER METERS FOR IRRIGATION SYSTEM.

PLANT KEY:

	SYMBOL	QTY.	SCIENTIFIC NAME	COMMON NAME	SIZE
SHADE TREES	+	10	QUERCUS POLYMORPHA	MEXICAN WHITE OAK	MIN 3" CAL. ~ 5' HT.
ORNAMENTAL TREES					
SHRUBS AND GROUNDCOVER		10	MUHLENBERGIA CAPILLARIS	GULF MUHLY GRASS	3 GALLON
		6	LIGUSTRUM SINENSE 'SUNSHINE'	SUNSHINE LIGUSTRUM	3 GALLON
		9	ROSA X MEIDRIFORA	CORAL DRIFT ROSE	3 GALLON
		88	ILEX CORNUTA 'NELLIE R STEVES'	NELLIE R STEVENS	7 GALLON - 3' HT.
		25	LANTANA SPP. 'NEW GOLD'	'NEW GOLD' LANTANA	1 GALLON - 18" O.C.
LAWN		AS SHOWN	CYNODON DACTYLON	SOLID BERMUDA SOD	SQ. YDS.

LANDSCAPE REQUIREMENTS:

TOTAL BOUNDARY = 608 LINER FT.
TOTAL AREA REQUIRED =10% OF AREA (70,534) = 7,053 SQ. FT
TOTAL AREA SHOWN = 46,192 SQ. FT

TOTAL BOUNDARY TREE REQUIRED @ 1:150 LINEAR FEET OF FRONTAGE = 6 TREES
BOUNDARY TREES SHOWN = 6 TREES SHOWN

TOTAL INTERIOR LANDSCAPE REQUIRED @ 10 % OF PARKING - 14,635 SQ. FT. = 1,463 SQ. FT.
INTERIOR LANDSCAPE SHOWN = 6,956 SQ. FT.

TOTAL INTERIOR TREES REQUIRED @ 1:400 SQ. FT OF REQUIRED INTERIOR LANDSCAPE = 4 TREES
TOTAL INTERIOR TREES SHOWN = 4 TREES

1 SITE PLAN
SCALE: 1" = 20'-0"

REGISTERED LANDSCAPE ARCHITECT
TRAVIS WILLIAMS
5-29-2020
3364
STATE OF TEXAS

Heart of Texas Smiles

WOODWAY, TEXAS

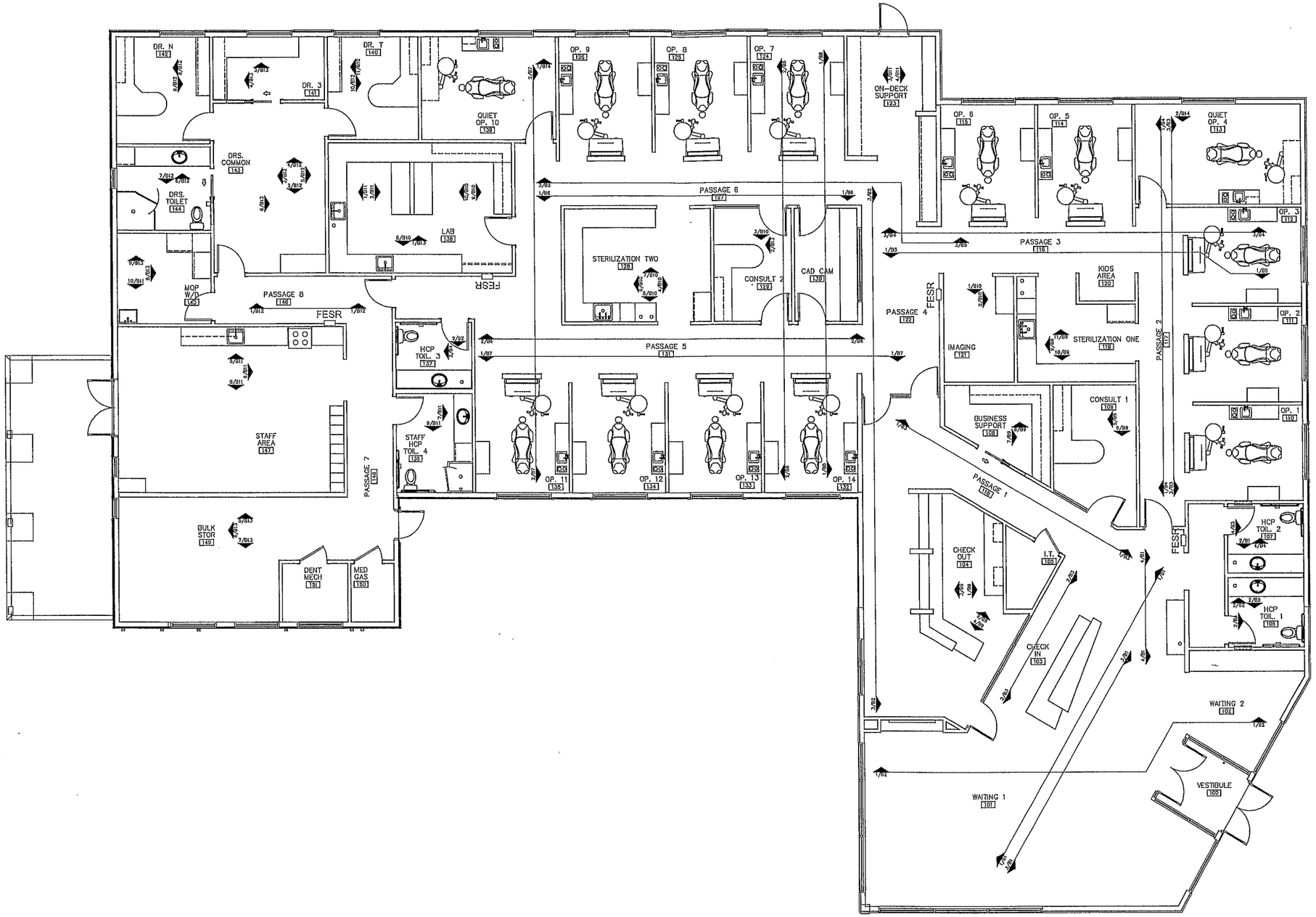
FITZGERALD'S
LANDSCAPE ARCHITECTURE
205 DEB AVE. WOODWAY, TX 76712.
(254) 744-5489 p. (254) 744-5489 f.

NO.	REVISION	DATE

Project #:	
Date:	MAY 2020
Drawn by:	TW
Checked by:	TW

LANDSCAPE SITE PLAN

L1.1



FLOOR PLAN
3/16 = 1'-0"

NORTH

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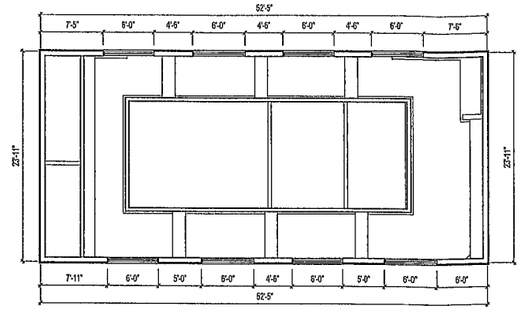
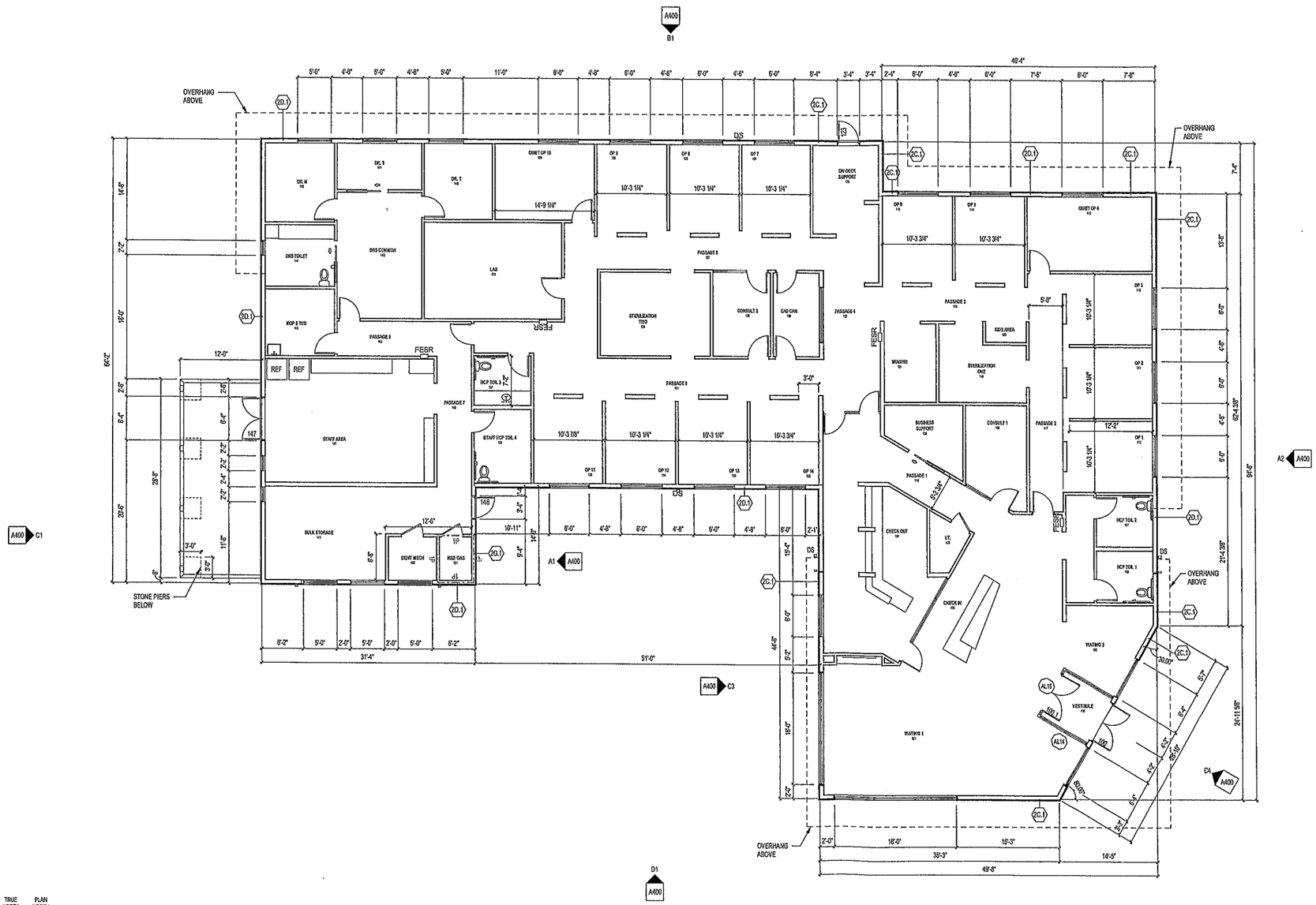
Revisions:

Date: 06-12-2020
Job No: 190088-01
Sheet No.: A1



TRUE NORTH PLAN NORTH

CLERESTORY PLAN
1/8" = 1'-0"



TRUE NORTH PLAN NORTH

FLOOR PLAN - EXTERIOR SHELL
1/8" = 1'-0"

FLOOR PLAN SYMBOLS LEGEND

- SECTION REFERENCE
- EXTERIOR ELEVATION
- INTERIOR ELEVATION
- FLOOR PLAN NOTE
- ONE HOUR RATED FIRE PARTITION
- NEW WALL/PARTITION
- NEW DOOR
- DETAIL REFERENCE
- WINDOW TYPE
- WALL/PARTITION TYPE
- FLOOR DRAIN - PITCH FLOOR TO DRAIN
- SEMI-RECESSED FIRE EXTINGUISHER

FLOOR PLAN GENERAL NOTES

A. EXTERIOR STUD WALLS ARE DIMENSIONED TO EXTERIOR FACE OF STUD. FACE OF STUD IS ALIGNED WITH THE EXTERIOR FACE OF FOUNDATION.

B. REFER TO PRACTICE DESIGN GROUP (PDG) DRAWINGS FOR INTERIOR DIMENSION PLANS, INTERIOR PARTITION TYPES, INTERIOR DOOR AND FRAME TYPES, ROOM FINISH SCHEDULES AND NOTES.

C. REFER TO SHEET A891 FOR EXTERIOR DOOR SCHEDULE, DOOR TYPES, FRAME TYPES, AND NOTES.

FLOOR PLAN NOTES	
NOTE #	FLOOR PLAN NOTE

EXTERIOR WALL TYPE SCHEDULE	
MARK	ASSEMBLY DESCRIPTION
2C.1	CAST STONE CLAD WALL CONSISTING OF MANUFACTURED STONE, SETTING BED WIREINFORCING, ONE LAYER BUILDING WRAP ON SHEATHING SYSTEM CONSISTING OF INTEGRATED WEATHER RESISTIVE BARRIER WITH TAPED JOINTS ON 7/16" EXTERIOR GRADE OSB SHEATHING, 2 X 8 WOOD STUDS @ 16" OC WITH FULL THICKNESS SPRAY APPLIED OPEN CELL INSULATION, AND ONE LAYER 5/8" GYPSUM BOARD AT INTERIOR FACE.
2D.1	FIBER CEMENT CLAD WALL CONSISTING OF FIBER CEMENT LAP SIDING, ON SHEATHING SYSTEM CONSISTING OF INTEGRATED WEATHER RESISTIVE BARRIER WITH TAPED JOINTS ON 7/16" EXTERIOR GRADE OSB SHEATHING, ON 2 X 6 WOOD STUDS @ 16" OC WITH FULL THICKNESS SPRAY APPLIED OPEN CELL INSULATION, AND ONE LAYER 5/8" GYPSUM BOARD AT INTERIOR FACE.

BUILDING AREA	
OUTDOOR DECK	338 SF
AIR CONDITIONED FOOTPRINT	8,890 SF

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TX Registered Architecture Firm BR 3546

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Revisions:

FLOOR PLANS

Date: 06-12-2020
Job No: 190088-01
Sheet No.: A200

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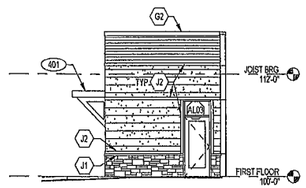
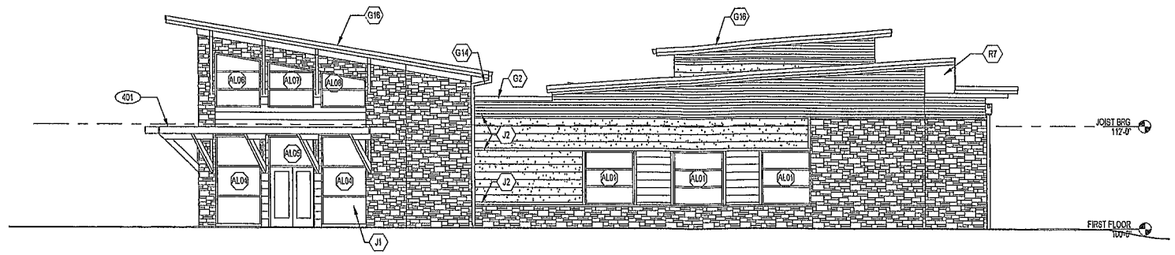
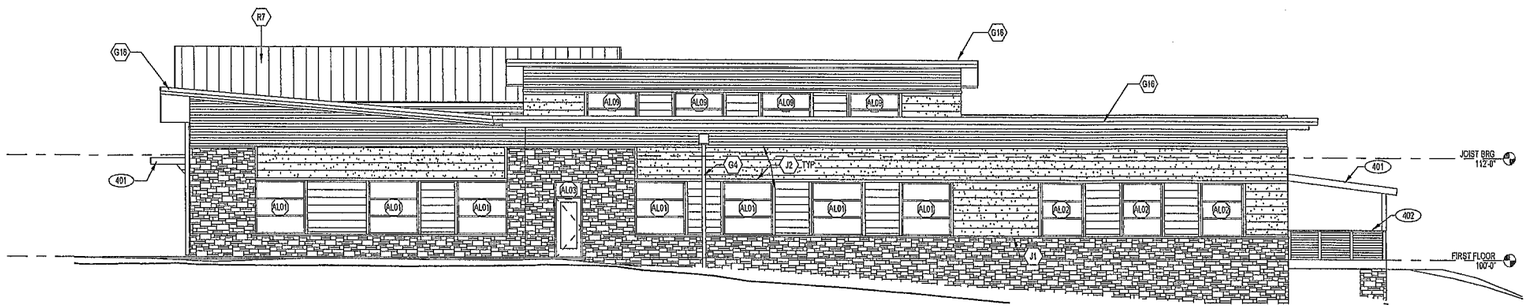


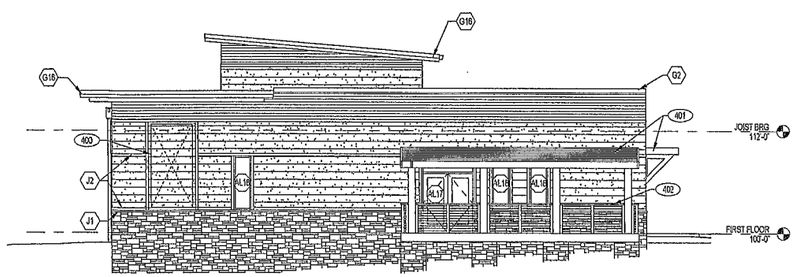
A1 PARTIAL EAST ELEVATION
1/8" = 1'-0"



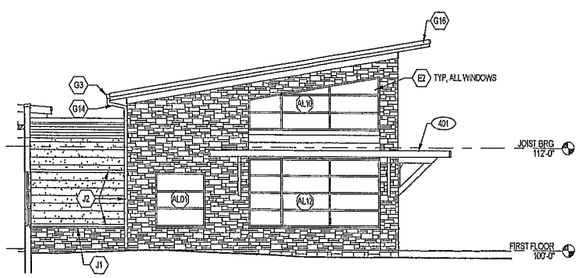
A2 EAST ELEVATION
1/8" = 1'-0"



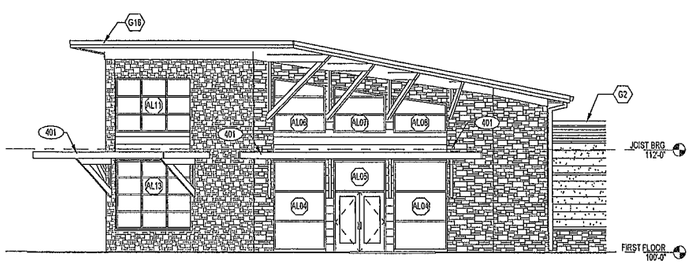
B1 NORTH ELEVATION
1/8" = 1'-0"



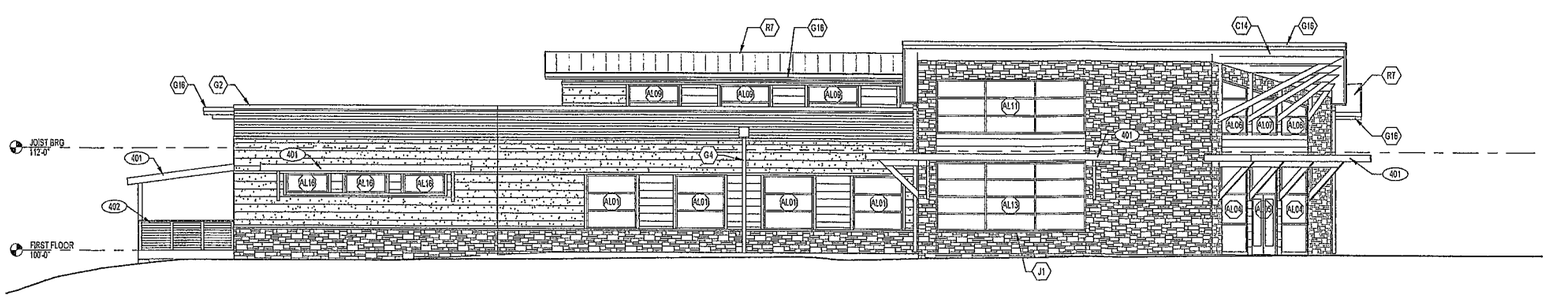
C1 WEST ELEVATION @ DECK
1/8" = 1'-0"



C3 WEST ELEVATION @ WAITING ROOM
1/8" = 1'-0"



C4 SOUTHEAST ELEVATION
1/8" = 1'-0"



D1 SOUTH ELEVATION
1/8" = 1'-0"

EXTERIOR ELEVATIONS SYMBOLS LEGEND

- SECTION REFERENCE
- DETAIL REFERENCE
- ELEVATION NOTE
- WINDOW TYPE
- CONSTRUCTION KEYNOTE

EXTERIOR FINISH PATTERNS

- STANDING SEAM METAL ROOF PANEL, CHARCOAL GRAY
- MANUFACTURED STONE - CORONADO, SAWTOOTH LEDGE, WHITE
- FIBER CEMENT LAP SIDING - NARROW, SMOOTH (TIMBER BARK)
- FIBER CEMENT SIDING - WIDE, CEDAR (TIMBER BARK)
- FIBER CEMENT LAP SIDING - WIDE, SMOOTH (IRON GRAY)

EXTERIOR ELEVATIONS GENERAL NOTES

A. TRIM ALL EXTERIOR LIGHTING FIXTURES, OUTLETS, HOSE BIBBS AND ALL OTHER SIDING PENETRATIONS WITH 1X4 FIBER CEMENT TRIM (TYP.)

B. REFER TO SHEET A891 FOR WINDOW FRAME ELEVATIONS

C. SEALANT COLORS TO MATCH ADJACENT FINISHED SURFACES.

D. FIBER CEMENT COLORS TO BE FINALIZED.

E. PROVIDE EQUIPMENT SCREENING AT EXTERIOR MECHANICAL EQUIPMENT; STYLE AND LOCATION(S) T.B.D.

EXTERIOR ELEVATION NOTES

NOTE #	EXTERIOR ELEVATION NOTE
400	EXTERIOR LOGO/SIGNAGE - COORDINATE GRAPHICS AND SIZE WITH OWNER.
401	ALUMINUM PERGOLA CANOPY SYSTEM. COLOR TO MATCH BUILDING TRIM FASCIA.
402	PAINTED METAL RAILING.

CONSTRUCTION TYPES

TAG	CONSTRUCTION DESCRIPTION
C14	EXTERIOR SOFFIT: METAL SOFFIT PANEL SYSTEM (HALF OR FULL PERFORATED) ON 2X WOOD OUTLOOKERS, COPPER FINISH.
E2	ALUMINUM STOREFRONT SYSTEM WITH INSULATING GLASS. BASIS OF DESIGN: KAWNEER TRIFAB 451 THERMAL (CENTER GLAZED) WITH SOLARBAN 90 GLAZING.
G2	METAL COPING SYSTEM: METAL COPING ON 2x WOOD BLOCKING
G3	METAL GUTTER.
G4	METAL SCUPPER WITH DOWNSPOUT.
G14	METAL DOWNSPOUT.
G16	METAL WRAPPED FASCIA: METAL FASCIA ON 1x WOOD BLOCKING
J1	STONE MANUFACTURER'S WATERTABLE SILL.
J2	3-1/2" X 5/4" SMOOTH FIBER-CEMENT TRIM
R3A	SINGLE PLY ROOFING SYSTEM: FULLY ADHERED THERMOPLASTIC MEMBRANE ON 5/8" EXTERIOR SHEATHING ON RIGID INSULATION (MIN.R-30) ON MINIMALLY SLOPED PRE-ENGINEERED WOOD TRUSSES.
R7	PREFORMED METAL ROOFING SYSTEM: STANDING SEAM METAL ROOF PANELS ON UNDERLAYMENT MEMBRANE ON (EDIT FOR ROOF FRAMING/DECKING/SUBSTRATE)

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Revisions:

EXTERIOR ELEVATIONS

Date: 06-12-2020
Job No: 190089-01
Sheet No.: A400

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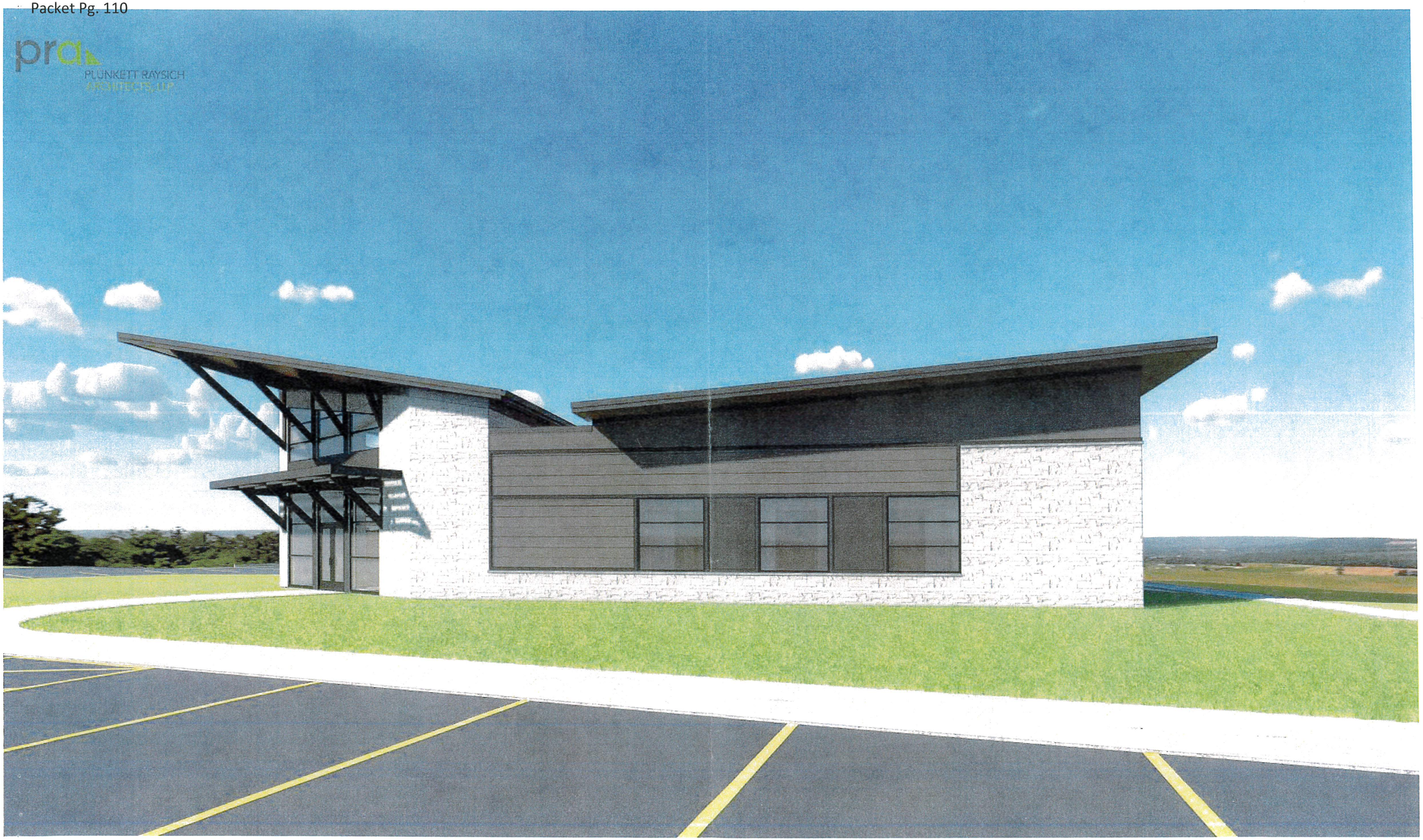
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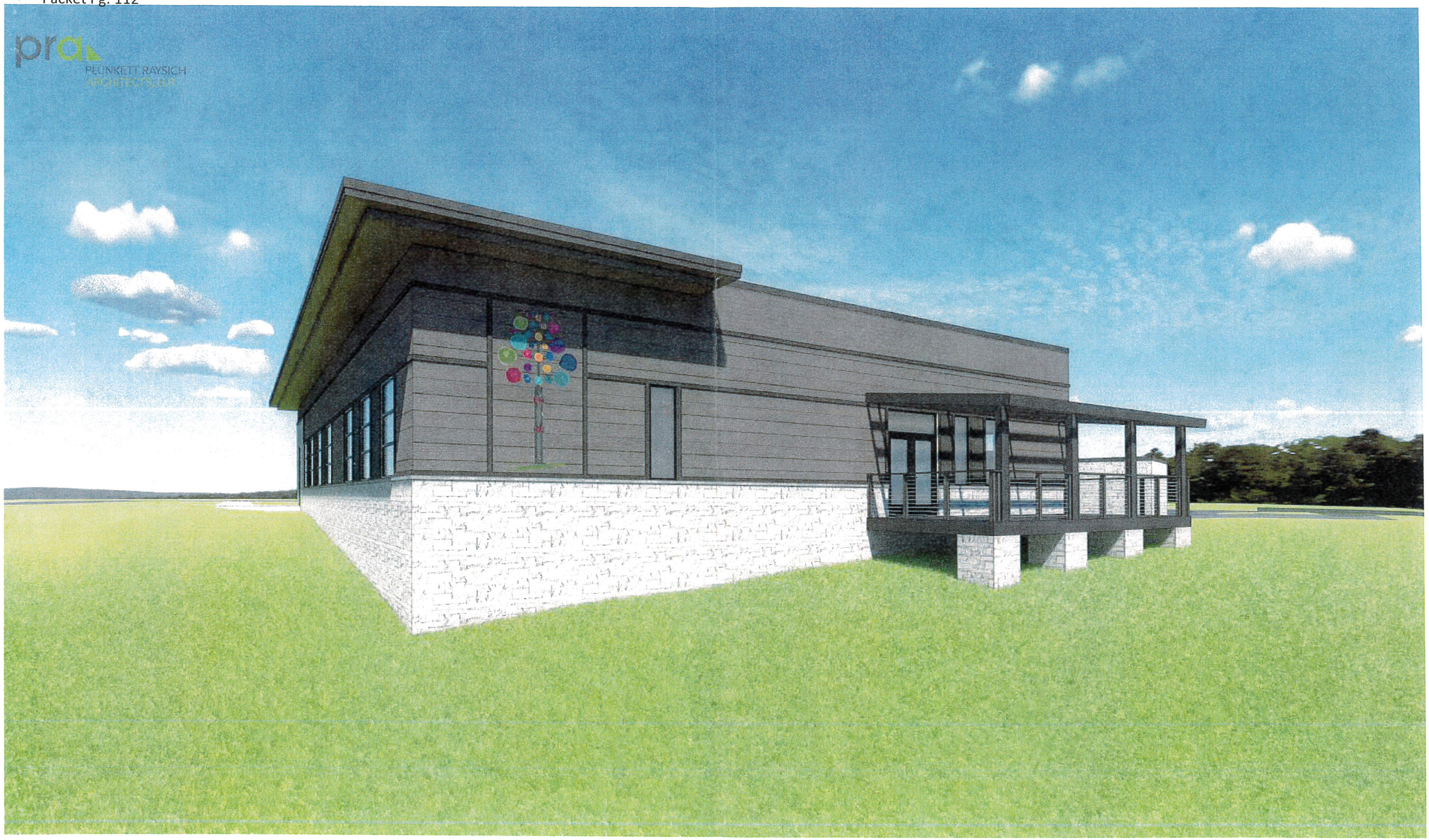
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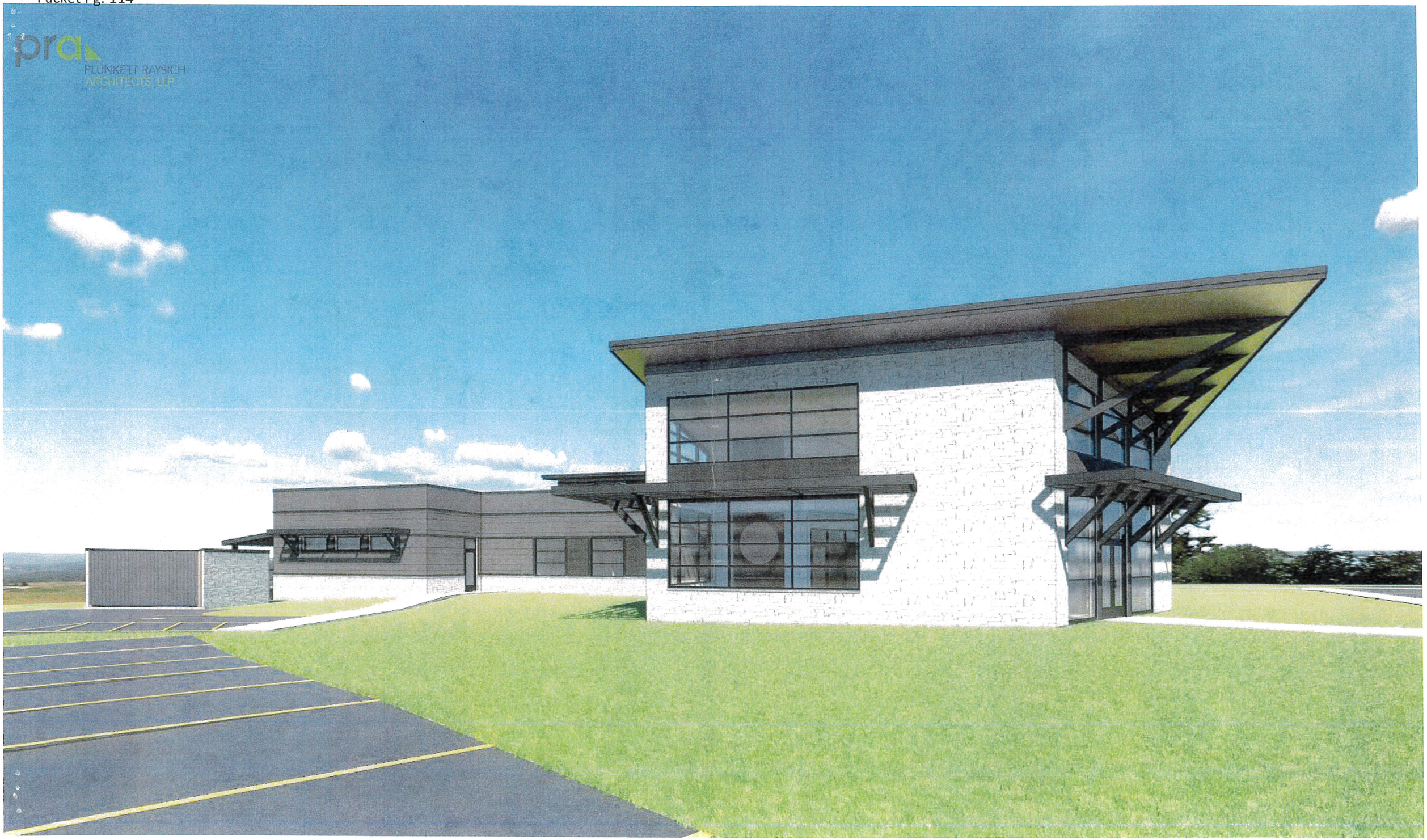
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ITEM # 7

CITY COUNCIL AGENDA ITEM FORM

Meeting Date: July 13, 2020

Prepared By: Donna Barkley

Approved By: _____

- ☐ Presentation, Report and/or Discussion Only
- ☐ Public Hearing/Related Action
- ■ Individual Discussion/Action
- ☐ Consent
- ☐ Executive Session

Caption:

Discussion and consider action on McLennan County 9-1-1 Emergency Assistance District Board of Managers Run-Off ballot

Background Information:

Recently, the McLennan County 9-1-1 Emergency Assistant District requested from the municipalities located within McLennan County, nominees for Seat 2 on its Board of Managers. Four names were submitted and the two individuals receiving the most votes were Jim Devlin and William Hlavenka. Since no single candidate received a majority (more than 50%) of the votes cost, a run-off between the two recipients that received the most votes is necessary.

A ballot is included for the purpose of the run-off. The deadline for McLennan County 9-1-1 to receive the ballot is prior to 4 p.m. on August 14, 2020. Also, attached is a brief personal biography provided by each nominee.

Financial Impact:

Total of Proposed Expenditure:	$
Amount Budgeted:	N/A
Account No.:	N/A
If not budgeted, other funding options:	N/A

Staff Recommendation:

Staff recommends Council cast their vote for Jim Devlin

McLennan County 9-1-1
Emergency Assistance District

Proudly serving the citizens of McLennan County for over 30 years!

July 6, 2020

The Honorable Jane Kittner
Mayor, City of Woodway
922 Estates Drive
Woodway, TX 76712

Re: Appointment of 9-1-1 Board Member to Seat Two (2)

Dear Mayor Kittner:

Last week a letter dated June 3, 2020 was mailed from this office regarding the municipal appointment to Seat Two (2) on the McLennan County 9-1-1 Board of Managers. Upon review, it has been discovered that not every mailout contained the ballot that was to be used to submit the individual cities' preference. Without knowing specifically which cities did and did not receive the ballot, MCEAD is providing a second copy of the ballot that may be used in the event one was not included in the initial mailing.

Please use this ballot to indicate your city's preference and return it so that it is received by and in the possession of McLennan County 9-1-1 prior to the deadline of 4:00 p.m. on August 14, 2020. When the deadline of August 14, 2020 is reached, the ballots will be tabulated, and the individual with a majority of votes cast will be declared the appointee to Seat Two.

Please accept my apologies for any confusion this oversight may have caused. If there are any questions, please feel free to call this office.

Respectfully,

Jesse A Harrison

Jesse A. Harrison, ENP
Executive Director

Enclosure

107 Burnett Ct. • Woodway, TX 76712 • (254) 776-8911 • (254) 732-0544 Fax

Jim Devlin
Chief of Police, Hewitt Police Department

Chief Devlin has served with the Hewitt Police Department for 10 1/2 years (8 as Chief of Police). Prior to being appointed, Chief Devlin served as the Deputy Chief over Operations and was in charge of the uniformed patrol division, training, Internal Investigations, and Civil Service implementation. Chief Devlin holds a B.S. in Organizational Leadership from the University of Charleston and is a graduate of the 41st ILEA Management College. Chief Devlin started his career in law enforcement in 1994 going to work for the City of Lancaster where he served as a Lieutenant over the patrol division, traffic division, commercial motor vehicle enforcement unit, and served on the SWAT team as a team leader and Commander. Chief Devlin additionally served as a Team Commander for the Southern Regional Response Group – a multi-jurisdictional tactical unit in Dallas and Ellis Counties. Chief Devlin previously served as an adjunct professor/instructor for the Dallas County Community College District Police Academy, North Texas Council of Governments Regional Police Academy, and currently serves as Adjunct Police Instructor for the McLennan County Community College Police Academy as well as the President of the McLennan County Police Academy Advisory Board. Chief Devlin instructs on subjects such as Arrest/Search and Seizure, Patrol Operations, Multiculturalism, Field Training Officer Certification, Use of Force, Mechanics of Arrest, and New Supervisor certification. Chief Devlin oversees the Hewitt Police Department by implementing contemporary policy and procedures, equipment procurement, grant writing, as well as updating current standards with modern law enforcement standards. Chief Devlin has been married to his wife Ailsha (who is a teacher at Spring Valley Elementary) for 24 years and has three beautiful children. Chief Devlin is excited about working for the City of Hewitt, and has dedicated himself to the advancement of the police department, ensuring that law enforcement services for the citizens are the best that they can be, that it is service driven, and that the mission is completed with integrity and leadership from every employee.

William (Billy) T. Hlavenka, Jr.
Fire Chief, Bellmead Fire Department

William (Billy) T Hlavenka, Jr currently serves as Fire Chief/Fire Marshall/ EMC for the City of Bellmead. Chief Hlavenka was born and raised in the Waco area, graduating from Robinson High School. He attended TEEX Brayton Fire Training Academy at his beloved Texas A&M. Chief Hlavenka began his fire career in 1989 with the City of Marlin before coming to the City of Bellmead in 1992. He rose through the department ranks as a Firefighter/EMT, Captain and Fire Marshall before becoming Chief in 2011.

Chief Hlavenka department consists of 2 divisions one being suppression with 12 firefighters and the other, inspections with a building inspector. During his tenure with the City of Bellmead, he has served as Interim City Manager, and was over fire/rescue operations within the command post in the initial response of the West Explosion, he also supervised a fire operation strike team the first two nights after the explosion. Recently Chief Hlavenka oversaw the purchase of a new fire engine apparatus, platform ladder truck and a command vehicle. He currently serves as Treasurer of McLennan County Fire Protection Association, Secretary of McLennan County Public Health Board and Chairs the Advisory Committee of the fire academy at McLennan Community College. He has previously served as an Assistant Chair on the Board of Directors for the Heart of Texas Regional Advisory Council and was an appointed member on the Board of Directors for the Robinson Vol. Fire Department. He is also a member of the Texas Fire Chiefs Association, International Fire Chiefs Association, Texas Fire Marshals Association, and the International Association of Arson Investigators

Chief Hlavenka has been married to his wife Kelly for 29 years. They have two children. Tiffany who is married and is a 2019 graduate of Texas A&M and works presently as a Neonatal Intensive Care Unite nurse. She will be returning to Texas A&M in May to pursue her dream of becoming a Family Nurse Practitioner. Thomas, who will be following in his dad footsteps and will graduate McLennan Community College Fire Academy in May 2020.

McLENNAN COUNTY 9-1-1 EMERGENCY ASSISTANCE DISTRICT
BALLOT for SEAT TWO

The two finalists are listed below in alphabetical order.
Please select only one:

SEAT TWO
(select one)

_____ **JIM DEVLIN**, City of Hewitt Police Chief

_____ **WILLIAM HLAVENKA**, City of Bellmead Fire Chief

City of _____

Mayor or designee signature:_____

Printed Name and Title:_____

Contact Number:_____

Date:_____

Please return this completed ballot to:

McLennan County 9-1-1 Emergency Assistance District
Attention: Jesse Harrison, Executive Director
107 Burnett Ct.
Woodway, TX 76712

(A self-addressed stamped envelope is provided for your convenience).

NOTE: Ballot forms MUST be received at the above address no later than 4:00 pm, Friday, August 14, 2020.

McLennan County 9-1-1
Emergency Assistance District
Composition of Board of Managers

The purpose of this notification is to advise of a potential change in the composition of the board of managers of the McLennan County 9-1-1 Emergency Assistance District (MCEAD). Per Texas Health and Safety Code Chapter 772, the current configuration of the board is as follows:

- **Two members appointed jointly by all the municipalities in the District**
- **Two members appointed by McLennan County Commissioners Court**
- **One member appointed by the volunteer fire departments in the District**

All appointments are normally for a two year period; however, there is a provision in the Texas Health and Safety Code section 772.306 which would alter the makeup of the board of managers if the largest municipality in the district has a population of more than 140,000.

The City of Waco could exceed a population of 140,000 when the official census numbers are published in early 2021. At that time, the structure of the board would change from the current composition to the one below and the municipal appointments above would no longer continue to serve on the board.

- **Two members appointed by the most populous municipality in the District**
- **One member appointed by the second most populous municipality in the District**
- **One member appointed by McLennan County Commissioners Court**
- **One member appointed by the other four members of the board of managers on the advice and recommendation of the other municipalities in the District**

The current board of managers is working on a transition plan, which is expected to be approved August 2020, to ensure a smooth transition of board members in the event City of Waco does exceed a population of 140,000. If you have any questions regarding this information please contact Jesse Harrison at (254) 776-8911.

ITEM # 8

CITY COUNCIL AGENDA ITEM FORM

Meeting Date: July 13, 2020

Prepared By: Donna Barkley

Approved By: _____

- ☐ Presentation, Report and/or Discussion Only
- ☐ Public Hearing/Related Action
- ■ Individual Discussion/Action
- ☐ Consent
- ☐ Executive Session

Caption:

Discussion and briefing concerning the Coronavirus (COVID-19) and any actions necessary thereto

Background Information:

This item is provided so that the City Manager can provide updates regarding the Coronavirus and how it is affecting the City, staff and citizens. This will also provide an item for any discussion and possible action needed related to the Coronavirus.

Financial Impact:

Total of Proposed Expenditure: $
Amount Budgeted: $
Account No.:
If not budgeted, other funding options:

Staff Recommendation:

Approve items related to the Coronavirus if needed

ITEM # 9A

WOODWAY CITY COUNCIL MINUTES

June 8, 2020

The Woodway City Council met in a regular meeting in the Donald J. Baker Council Chambers at Woodway City Hall, 922 Estates Drive, Woodway, Texas, on Monday, June 08, 2020, at 5:30 p.m. The following individuals were in attendance:

Mayor:	Jane Kittner
Mayor Pro Tem:	Vic Sober
Councilmembers:	Scott A. Giddings, David Mercer and David Russell
Absent:	Amine Qourzal
City Manager:	Shawn Oubre
City Secretary:	Donna Barkley
City Staff:	Lenny Caballero, Mitch Davison, William Klump, Bret Crook and Larry Adams
Contract Staff:	None
Registered Guests:	None

CALL MEETING TO ORDER

Mayor Kittner called the meeting to order at 5:30 p.m.

INVOCATION

1. INVOCATION

Mayor Pro Tem Sober provided the invocation.

PRESENTATIONS AND VISITORS

2. HEAR VISITORS

No visitors came forward to speak at this time.

3. PRESENTATION OF NEW BRANDING INITIATIVE

Mr. Caballero provided that he has been working with a consultant on a new logo to enhance the City's advertisement, marketing, promotions, website, social media, tourism and branding at the Council's recommendation. He provided the proposed new logos for the Arboretum, Family Center, City brand and Discover Woodway on a PowerPoint presentation.

ITEMS RELATED TO PROPOSED 2020/2021 ANNUAL BUDGET AND PROPOSED 2020 AD VALOREM TAX RATE

4. INTRODUCTION OF THE PROPOSED 2020/2021 ANNUAL BUDGET

Mr. Oubre stated that the Council has before them the proposed budget. It is still a working document. We will have a budget workshop in the near future. Some of the quick highlights of the budget as proposed:

- As you know, we are entering the first year where the revenue cap is no longer 8% but now 3.5%. This is the first budget with that as a consideration.
- This budget is in deficit in its current form based on the .45 cent tax rate per $100 value. The reason it is still at the .45 cent tax rate is because we don't have the certified tax rolls. We used as much current data we had to move it forward.
- It contains the 1% cost of living adjustment for the employees
- Includes the merit pay as we currently have
- We do not have a quote yet from Blue Cross Blue Shield but it includes a ten percent increase in health care
- At the budget workshop we will also discuss the capital projects and capital outlay proposed at a staff level but also items you want to include and calculate as a project moving forward
- The budget workshops can start as soon as next week depending on the Councilmembers' schedules

Basically, in your proposed budget you will see four components and we will add a fifth when we get the data back.

- General fund (police, fire, streets, water, parks, drainage, administration and finance)
- Utility fund (water sewer, hotel/motel tax and garbage rates)
- Capital Outlay
- Bond history and bond payments

We will supplement the salary survey once it is completed.

This is a working document and nothing is set in stone.

5. DISCUSSION AND CONSIDER ACTION ON SETTING THE DATE, TIME AND PLACE TO CONDUCT THE REQUIRED PUBLIC HEARING ON THE PROPOSED 2020/2021 ANNUAL BUDGET

Mr. Oubre stated that this is a charter requirement. The charter requires that once the Council accepts the proposed budget that you set the public hearing.

Councilmember Giddings moved to set the required public hearing on the proposed budget for August 24, 2020, at 5:30 p.m., at Woodway City Hall, 922 Estates Drive; and authorized the City Secretary to publish notice of the scheduled hearing at least fifteen days in advance of it being held. Councilmember Russell seconded, and the motion passed unanimously by the councilmembers present.

6. DISCUSSION AND CONSIDER ACTION ORDINANCE 20-05, AMENDING CHAPTER 10, MOTOR VEHICLES AND TRAFFIC, ARTICLE V, VEHICLE PARKING REGULATIONS TO INCLUDE BIKE LANES AS PROHIBITED PARKING AREAS, OF THE CITY OF WOODWAY CODE OF ORDINANCES

Mr. Oubre provided that staff received positive feedback when the bike lines were installed. However, as nice as the bike lanes are, there are issues with people parking in them. We need to have some enforcement measures in place for those who are not responsive to our requests to park elsewhere.

Brief discussion was held regarding parking issues.

Mayor Pro Tem Sober moved to adopt Ordinance 20-05, amending Chapter 10, Motor Vehicles and Traffic, Article V, Vehicle Parking Regulations to include bike lanes as prohibited parking areas, of the City of Woodway Code of Ordinances. Councilmember Giddings seconded the motion, Mayor Kittner read aloud the caption of the ordinance as required, and the motion passed with Councilmember Mercer voting against.

7. DISCUSSION AND CONSIDER ACTION ON THE EXTRACO EVENTS CENTER SPONSORSHIP AGREEMENT

Mr. Oubre provided that this is a contract we bring every year. This is a renewal and based on the hotel/motel tax, 1% of that tax has to go towards advertising and promotion. This contract mirrors last year. Since some of the events didn't occur due to COVID-19, they credited us a portion.

There was a brief discussion on other ways to use the hotel/motel tax money in addition to Extraco Events and Baylor Sports, such as billboards and social media.

Councilmember Giddings moved that the City Council authorize the City Manager to approve and execute the Extraco Events Center sponsorship agreement. Councilmember Russell seconded, and the motion passed unanimously by the councilmembers present.

8. DISCUSSION AND CONSIDER ACTION ON AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT AMENDMENT WITH CP&Y FOR THE 2019 STREET AND UTILITY IMPROVEMENTS

Mr. Oubre stated that Mr. Davison is available to answer any questions along with Darrell Vickers and David Marek with CP&Y. Recently, you approved some street rehabilitation within the City. This is to have a project manager to monitor the project and make sure the contractor and subcontractors build it to the scope that has been designed for. This is a not to exceed $151,800.00 contract.

Mayor Kittner asked for the schedule of the project. Mr. Davison provided it was for Harbor Drive, Brookhollow Dr., White River Dr. and Little River Dr. He stated that the contractor is ready to go and is anticipating starting July 1st.

Mayor Pro Tem Sober moved to authorize the City Manager to execute a Contract Amendment with CP&Y for the 2019 Street Utility Improvements. Councilmember Giddings seconded, and the motion passed unanimously by the councilmembers present.

9. DISCUSSION AND CONSIDER ACTION ON AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH LANGERMAN FOSTER ENGINEERING COMPANY FOR CONSTRUCTION MATERIALS TESTING SERVICES FOR THE 2019 STREET AND UTILITY RECONSTRUCTION PROJECT

Mr. Oubre provided that this is the same project as discussed in the previous item. We are asking to hire a third party that will come out to test and sample the materials being used.

Mayor Pro Tem Sober moved authorize the City Manager to execute an agreement with Langerman Foster Engineering Company for construction materials testing services for the 2019 Street and Utility Reconstruction Project. Councilmember Giddings seconded, and the motion passed unanimously by the councilmembers present.

10. DISCUSSION AND CONSIDER ACTION ON UPDATES AND ANY NEEDED ITEMS RELATED TO THE CORONAVIRUS

Mr. Oubre provided the following:

- The Governor sent another Executive Order to open up a little more. We are pretty much back to normal as far as what businesses are open and the occupancy rate is fixing to kick up to seventy-five percent of occupancy inside a building.
- Local emergency order
- Back to managing cut-offs and late fees – July 1st
- Code enforcement back to normal

CONSENT AGENDA

11. A. DISCUSSION AND CONSIDER ACTION ON MINUTES OF THE REGULAR CITY COUNCIL MEETING HELD MAY 18, 2020, AT 5:30 P.M.

B. DISCUSSION AND CONSIDER ACTION ON MINUTES OF THE SPECIAL CITY COUNCIL MEETING HELD JUNE 1, 2020, AT 5:30 P.M.

C. DISCUSSION AND CONSIDER ACTION ON AWARD OF BID 20-04, CITY OF WOODWAY DEVELOPMENT CENTER RENOVATIONS PROJECT

D. DISCUSSION AND CONSIDER ACTION ON RESOLUTION R-20-10 AUTHORIZING A SUBMISSION OF A GRANT APPLICATION FOR THE FEDERAL CORONAVIRUS AID, RELIEF AND ECONOMIC SECURITY ("CARES") ACT

E. DISCUSSION AND CONSIDER ACTION ON AUTHORIZING THE MAYOR TO EXECUTE THE ORDER EXTENDING THE DECLARATION OF DISASTER AND PUBLIC HEALTH EMERGENCY FOR AND IN WOODWAY, TEXAS, AND TERMINATING THE CITY'S REGULATIONS TO PREVENT THE SPREAD OF COVID-19 IN DEFERENCE TO THE EXECUTIVE ORDERS OF THE GOVERNOR OF THE STATE OF TEXAS

F. DISCUSSION AND CONSIDER ACTION ON AUTHORIZING THE CITY MANAGER TO ENTER INTO AN INTERLOCAL COOPERATION AGREEMENT FOR SLURRY SEAL OF SELECTED PUBLIC ROADS IN THE MCLENNAN COUNTY ROAD SYSTEM PRECINCT 4

Mr. Oubre provided comments on item D, E and F. Councilmember Giddings requested Item C be removed from the Consent Agenda for separate consideration

12. DISCUSSION AND CONSIDER ACTION ON CONSENT AGENDA

Councilmember Giddings moved that the Consent Agenda be approved as follows:

A. Approve the minutes of the regular City Council meeting held May 18, 2020, at 5:30 p.m.

B. Approve the minutes of the special City Council meeting held June 1, 2020, at 5:30 p.m.

D. Adopt Resolution R-20-10, authorizing a submission of a grant application for the Federal Coronavirus Aid, Relief and Economic Security ("CARES") Act

E. Authorize the Mayor to execute the Order extending declaration of disaster and public health emergency for and in Woodway, Texas and terminating the City's regulations to prevent the spread of COVID-19 in deference to the executive orders of the Governor of the State of Texas

F. Authorize the City Manager to enter into an interlocal cooperation agreement for slurry seal of selected public roads in the McLennan County Road System Precinct 4

Councilmember Sober seconded the motion, and the motion passed unanimously by the councilmembers present.

11. C. DISCUSSION AND CONSIDER ACTION ON AWARD OF BID 20-04, CITY OF WOODWAY DEVELOPMENT CENTER RENOVATIONS PROJECT

Mr. Oubre provided information regarding the renovations of the Community Services and Development Department building. The work should be completed in approximately 120 days. Staff will move into the Carleen Bright house during the renovation period. We will notify the surrounding property owners so they know what is going on and that we will be there temporarily.

Councilmember Giddings moved to award Bid 20-04, City of Woodway Development Center Renovations Project, to HCS, Inc., in and amount not to exceed $508,4000.00. Councilmember Russell seconded the motion, and the motion passed unanimously by the councilmembers present.

CITY MANAGER AND CITY COUNCIL REPORTS

13. CITY MANAGER'S REPORT

Mr. Oubre provided the following:

- Everything is getting back to normal
- We are having conversations with the architect on the Family Center
- The Family Center has been repainted and power washed. The staff has been working really hard on cleaning it up. Please feel free to tour the facility.

- Jeff Carbo, landscape architect will come and give ideas on a Children's Garden, signage, walk path, ingress/egress throughout the Arboretum area
- Hwy 84 economic development starting again with Catalyst
- Ordered restrooms for Woodway Park 1 and 2
- This is the last council meeting this month but we will have whatever budget workshops you feel necessary

14. CITY COUNCIL REPORTS

Councilmember Giddings voiced his appreciation of Mr. Oubre's weekly activity reports.

CLOSING ITEMS

15. CONSIDER ACTION ON THE OPEN MEETINGS ACT RESOLUTION

Mayor Pro Tem Sober moved to approve the Open Meetings Act Resolution. Councilmember Russell seconded the motion, and the motion passed unanimously.

16. CONSIDER ACTION ON ADJOURNMENT

Councilmember Giddings moved to adjourn the meeting. Mayor Pro Tem Sober seconded the motion, and the motion passed unanimously. The meeting adjourned at 6:55 p.m.

Donna Barkley, City Secretary

Jane Kittner, Mayor

ITEM # 9B

WOODWAY CITY COUNCIL MINUTES

Budget Work Session – June 19, 2020

The Woodway City Council met in a work session Woodway City Hall, (Training Room), 922 Estates Drive, Woodway, Texas, on Friday, June 19, 2020, at 10:30 a.m. The following individuals were in attendance:

Mayor:	Jane Kittner
Mayor Pro Tem:	Vic Sober
Councilmembers:	Scott A. Giddings, Amine Qourzal, David Mercer and David Russell
Absent:	None
City Manager:	Shawn Oubre
City Secretary:	Donna Barkley
Other City Staff:	Lenny Caballero, William Klump, Bret Crook and John Norman
Contract Staff:	None
Registered Guests:	None

Mayor Kittner called the work session to order at 10:32 a.m. This work session was held for the purpose of discussing the 2020/2021 proposed annual budget. As it was a work session only, no action was taken.

The following is a list of general topics discussed:

- Current tax rate of .4500 per $100 value
- General Fund Revenue Sources
- Utility Fund Revenue Sources
- Capital Outlay
- Hotel/Motel tax

- Senate Bill 2 which was passed during the 2019 legislative session changed the maximum rate the City can raise their budget which was 8% to 3 ½%. If the City adopts a rate exceeding the 3 ½% voter-approval tax rate, S.B. 2 requires a city to hold an automatic election on the November uniform election date.

- Utility Fund Projected Revenues
    - Water
    - Sewer – It may be necessary to raise sewer rates to budget a contingency due to the increase in payment to Waco for WMARSS

- Utility Projects Fund
    - Aging Infrastructure
    - Long Term Capital Projects

- General and Utility Fund Projected Expenditures
    - CPI/COLA (1% for all employees)
    - Merit Increases
    - Insurance (working with Blue Cross Blue Shield)
    - Sanitation

- General Fund Projected Expenditures
    - Increase in payment for Animal Shelter (Contract with Waco)
    - Bunker gear
    - Fleet replacement
    - Replace iPads in patrol cars
    - Additional warning siren – Tanglewood Addition
    - Last payment on fire truck

- Capital Outlay/Capital Projects
    - Potential for additional capital outlay
    - Public Safety building is shifting – cost unknown at this time
    - Foundation issues at the Pavilion

- Woodway Family Center

- Parks
    - No funds appropriated at this time

Councilmembers revisited a previous council agenda item regarding added security at the Woodway Family Center.

As the discussion concluded, the City Manager asked that the councilmembers think about what projects they would like to see included in the budget and the tax rate. He also mentioned that another work session would be scheduled. The work session ended at 11:47 a.m.

Donna Barkley, City Secretary

Jane Kittner, Mayor

ITEM # 9C

WOODWAY CITY COUNCIL MINUTES

June 26, 2020

The Woodway City Council met in a special meeting in the Donald J. Baker Council Chambers at Woodway City Hall, 922 Estates Drive, Woodway, Texas, on Friday, June 26, 2020, at 10:00 a.m. The following individuals were in attendance:

Mayor:	Jane Kittner
Mayor Pro Tem:	Vic Sober
Councilmembers:	Scott A. Giddings, Amine Qourzal, David Mercer and David Russell
Absent:	None
City Manager:	Shawn Oubre
City Secretary:	Donna Barkley
City Staff:	Lenny Caballero and Khalil El-Halabi
Contract Staff:	None
Registered Guests:	Devvie Duke, 5010 Cascade Trail, McGregor, TX
	Connie Stamps, 4924 Cobbs, Waco, TX
	Kathy Endres, 209 Trailwood Dr., Woodway, TX
	Chad Trail (Brown House Café), 813 Wessex Dr, Waco, TX
	Holly and Anissa Trail (Brown House Café) 813 Wessex Dr., Waco, TX
	Donnie Edward, 806 Majestic Dr., Hewitt, TX
	Juan and Erin Pena, 325 Millcreek Circle, Waco, TX
	Kristen Alamo Rowin, 600 Woodland West, Woodway, TX
	Mike Charette, 1417 Old Bethany Rd, Bruceville, TX
	David Fulbright, 8272 Forest Ridge Dr., Woodway, TX
	Sherrie Varney, 151 Regal #10, Hewitt, TX
	Cheryl Haines, 8909 Oakdale Dr., Woodway, TX
	Steven Schwarz, 8248 Forest Ridge, Woodway, TX

CALL MEETING TO ORDER

Mayor Kittner called the meeting to order at 10:00 a.m.

INVOCATION

1. INVOCATION

Mayor Pro Tem Sober provided the invocation.

PRESENTATIONS AND VISITORS

2. DISCUSSION AND CONSIDER ACTION ON EXTENDING THE MAYOR'S SEVEN (7) DAY ORDER FOR THIRTY (30) DAYS REQUIRING EVERY COMMERCIAL ENTITY IN THE CITY OF WOODWAY PROVIDING GOODS OR SERVICES DIRECTLY TO THE PUBLIC TO DEVELOP AND IMPLEMENT A HEALTH AND SAFETY POLICY REQUIRING, AT A MINIMUM, THE WEARING OF FACE COVERINGS

Mayor Kittner stated that Saturday morning she made the decision to issue an emergency order in Woodway after seeing the cases on Friday were rising. Since that time, cases in McLennan County have risen astronomically, and she believes it was the correct decision. She is very concerned about the economy staying open and protecting our citizens. Mayor Kittner also provided that our health advisors and the Governor issued recommendations to include wearing face coverings to keep us safe.

The City Manager provided that the in an emergency order, the mayor, the county judge or whoever the designated elected official is, has the right under the statute to issue an order like Mayor Kittner did on Saturday. Within seven (7) days, the governing body has to convene to consider its continuation. The Council can extend the order up to thirty (30) days or an interim in between. The next regular city council meeting is July 13th. The Council could extend up to thirty (30) days or extend to the next council meeting on July 13th and re-evaluate at that time.

The following individuals were in attendance and spoke in opposition to the order mandating businesses to require the wearing of masks:

Steve Shwarz, 8248 Forest Ridge, Woodway, TX
Kristin Rowan, 600 Woodland West, Woodway, TX
David Fulbright, 8272 Forest Ridge Dr., Woodway, TX
Holly Trail, (co-owner of Brown House Café), 813 Wessex Dr., Waco, TX
Chad Trail, (co-owner of Brown House Café), 813 Wessex Dr., Waco, TX
Devvie Duke, 5010 Cascade Trail, McGregor, TX
Juan Pena, 325 Mill Creek Circle, Waco, TX
Erin Pena, 325 Mill Creek Circle, Waco, TX

The following individual was in attendance and spoke in favor to the order mandating businesses to require the wearing of masks:

Dr. Emily Smith, she and husband are both members of the community (address was not provided).

Councilmember Russell made a motion to discuss the item before any action is taken. Councilmember Qourzal seconded, and the motion passed unanimously.

There were comments provided by Councilmember Russell, Mayor Pro Tem Sober, Councilmember Giddings, Councilmember Mercer and Councilmember Qourzal. After discussion amongst the councilmembers, Councilmember Qourzal made a motion to extend the Mayor's Order to July 13, 2020 and to include an amendment for health concerns in that order. Councilmember Mercer seconded, and the motion passed with a four to two vote. (Favor - Mayor Kittner, Councilmember Giddings, Councilmember Qourzal and Councilmember Mercer) (Opposed - Mayor Pro Tem Sober and Councilmember Russell)

CLOSING ITEMS

3. CONSIDER ACTION ON THE OPEN MEETINGS ACT RESOLUTION

Mayor Pro Tem Sober moved to approve the Open Meetings Act Resolution. Councilmember Mercer seconded the motion, and the motion passed unanimously.

4. CONSIDER ACTION ON ADJOURNMENT

Councilmember Giddings moved to adjourn the meeting. Councilmember Mercer seconded the motion, and the motion passed unanimously. The meeting adjourned at 11:21 a.m.

Donna Barkley, City Secretary

Jane Kittner, Mayor

ITEM # 9D

CITY COUNCIL AGENDA ITEM FORM

Meeting Date: July 13, 2020

Prepared By: Donna Barkley

Approved By: _____

- ☐ Presentation, Report and/or Discussion Only
- ☐ Public Hearing/Related Action
- ■ Individual Discussion/Action
- ☐ Consent
- ☐ Executive Session

Caption:

Discussion and consider action on acceptance of "Certification of Unopposed Candidates" and on Ordinance 20-06, declaring unopposed candidates in the August 15th special city election to be elected to office and cancelling the election

Background Information:

Certification of Unopposed Candidates

According to the Texas Election Code, Section 2.052 and 2.053, the authority responsible for having the official ballot prepared (the City Secretary) shall certify in writing that a candidate is unopposed for election to an office if, were the election to be held, only the votes cast for that candidate in the election for that office may be counted. The certification shall be delivered to the governing body of the political subdivision as soon as possible after the filing deadlines for placement on the ballot and on the list of write-in candidates. On receipt of the certification, the governing body, by order or ordinance, may declare each unopposed candidate elected to the office.

Ordinance Declaring Unopposed Candidate Elected to Office

Ordinance 20-06 will declare the August 15th special election to be cancelled and the following candidate to be elected for the unexpired term of Place 1 seat for Ward 2: Storey Cook

Certificates of Election and Oath of Office

The Election Code directs that Certificates of Election are to be issued after election day in the same manner as if the City would have proceeded with the election. Statements of Elected Official and Oaths of Office are also handled at that time. These items are scheduled for the August 24th City Council meeting. Please note that the oaths cannot take place until the period that the official canvass would have been held if an election were to be held, and this period is August 18th through August 26th.

Financial Impact:

Total of Proposed Expenditure:	N/A
Amount Budgeted:	N/A
Account No.:	N/A
If not budgeted, other funding options:	

Staff Recommendation:

Accept "Certification of Unopposed Candidate by the City Secretary" and adopt Ordinance 20-06, declaring Storey Cook elected to office for the unexpired term of Place 1 seat for Ward 2 and cancelling the special election ordered for August 15, 2020.

AW12-1
Prescribed by Secretary of State
Section 2.051 – 2.053, Texas Election Code
2/14

CERTIFICATION OF UNOPPOSED CANDIDATES
FOR OTHER POLITICAL SUBDIVISIONS (NOT COUNTY)
CERTIFICACIÓN DE CANDIDATOS ÚNICOS
PARA OTRAS SUBDIVISIONES POLITICAS (NO EL CONDADO)

To: **Presiding Officer of Governing Body**
Al: ***Presidente de la entidad gobernante***

As the authority responsible for having the official ballot prepared, I hereby certify that the following candidate is unopposed for election to office for the election scheduled to be held on August 15, 2020.
Como autoridad a cargo de la preparación de la boleta de votación oficial, por la presente certifico que los siguientes candidatos son candidatos únicos para elección para un cargo en la elección que se llevará a cabo el 15 de Agosto de 2020.

List offices and names of candidates:
Lista de cargos y nombres de los candidatos:

Office(s) ***Cargo(s)***	**Candidate(s)** ***Candidato(s)***
Ward 2, Place 1 ***Distrito Electoral 2, Sitio 1***	**Storey Cook** ***Storey Cook***

Donna Barkley
Signature ***(Firma)***

Donna Barkley ***Donna Barkley***
Printed name ***(Nombre en letra de molde)***

City Secretary ***Secretaria de la Cuidad***
Title ***(Puesto)***

July 10, 2020 ***(10 de julio 2020)***
Date of signing ***(Fecha de firma)***

CITY OF WOODWAY
SEAL
WOODWAY, TEXAS

(Seal) ***(sello)***

ORDINANCE 20-06

AN ORDINANCE DECLARING UNOPPOSED CANDIDATES IN THE AUGUST 15, 2020, SPECIAL CITY ELECTION ELECTED TO OFFICE; CANCELLING THE ELECTION; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Resolution R-20-09 passed on May 18, 2020, called the special election of one (1) Councilmember, for the unexpired term of Ward II, Place 1, for the City of Woodway, Texas; and,

WHEREAS, at the deadline to file application for a place on the ballot and the deadline to file as a declared write-in candidate, only one candidate had filed to run for the unexpired term of Ward II, Place 1; and

WHEREAS, as prescribed in the Texas Election Code, the City Secretary has certified that:

1) Each candidate whose name is to appear on the ballot is unopposed;
2) No candidate's name is to be placed on a list of write-in candidates for the above described offices under applicable law; and
3) No proposition will appear on the ballot.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF WOODWAY, TEXAS, that based on information received and in accordance with Section 2.053 of the Texas Election Code, the City Council hereby authorizes the cancellation of the special election called for August 15, 2020, and hereby declares the unopposed candidate elected to the office; and,

FURTHER, the City Secretary is directed to cause a copy of the Order of Cancellation, attached hereto as Exhibit "A" and incorporated by reference, to be posted on election day at the polling place that would have been used in the election; and,

FURTHER, it is declared to be the intent of the City Council that the phrases, clauses, sentences, paragraphs, and sections of this ordinance are severable, and if any phrase, clause, sentence, paragraph or section of this ordinance is declared invalid by the judgment or decree of a court of competent jurisdiction, the invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs or sections of this ordinance since the City Council would have enacted them without the invalid portion.

FURTHER, this ordinance shall take effect upon its final passage.

PASSED AND APPROVED this the 13th day of July 2020.

CITY OF WOODWAY, TEXAS

_____
Jane Kittner, Mayor

ATTEST:

_____
Donna Barkley, City Secretary

APPROVED AS TO FORM:

_____
Mike Dixon, City Attorney

AW12-2
Prescribed by Secretary of State
Section 2.051 – 2.053, Texas Election Code
2/14

EXHIBIT A *(EXHIBA A)*

ORDER OF CANCELLATION
ORDEN DE CANCELACIÓN

The City of Woodway hereby cancels the election scheduled to be held on August 15, 2020, in accordance with Section 2.053(a) of the Texas Election Code. The following candidates have been certified as unopposed and are hereby elected as follows:

El Ciudad de Woodway por la presente cancela la elección que, de lo contrario, se hubiera celebrado el 15 de agosto, 2020, de conformidad, con la Sección 2.053(a) del Código de Elecciones de Texas. Los siguientes candidatos han sido certificados como candidatos únicos y por la presente quedan elegidos como se haya indicado a continuación:

Candidate *(Candidato)*	**Office Sought** *(Cargo al que presenta candidatura)*
Storey Cook ***Storey Cook***	**Ward 2, Place 1** ***Distrito Electoral 2, Sitio 1***

A copy of this order will be posted on Election Day at each polling place that would have been used in the election.

El Día de las Elecciones se exhibirá una copia de esta orden en todas las mesas electorales que se hubieran utilizado en la elección.

_____
Mayor *(Alcalde)*

_____
Secretary *(Secretario)*

(seal) *(sello)*

_____
Date of Adoption *(Fecha de adopción)*

ITEM # 9E

CITY COUNCIL AGENDA ITEM FORM

Meeting Date: July 13, 2020

Prepared By: Donna Barkley

Approved By: _____

- ☐ Presentation, Report and/or Discussion Only
- ☐ Public Hearing/Related Action
- ☐ Individual Discussion/Action
- ■ Consent
- ☐ Executive Session

Caption:

Discussion and consider action on Resolution R-20-12, declaring property excess to the City's needs and authorizing the disposal of same.

Background Information:

The City has the following items to be declared excess property:

5 – Altex computers
1 – Dell computer
3 – HP computers
2 – Compaq Computers
1 – Unbranded computer
1 – Systemax Computer
1 – IBM Computer
2 – Brother Printers
3 – HP Printers
6 – Monitors
3 – APC UPS's
1 - Sony DVD/VCR Combo
1 – Sony Receiver

Public Safety Department –

Remington Model 700 .308 Rifle S/N G6394553
Remington Model 700 .308 Rifle S/N E6876943

Remington Model 870 Shotgun S/N A136596M
Remington Model 870 Shotgun S/N L1975104
Remington Model 870 Shotgun S/N A135941M
Remington Model 870 Shotgun S/N A135380M
Winchester Defender 12 ga Shotgun S/N 1947737

Resolution R-20-12 declares the above described property as excess to the City's needs, and directs that the property be disposed of as the department deems appropriate and in the best interest of the City.

Financial Impact:

Total of proposed expenditure: N/A
Amount budgeted:
Account number:
If not budgeted, other funding options:

Staff Recommendation:

Adopt Resolution R-20-12, declaring property excess to the City's needs and authorizing the disposal of same in the best interest of the City of Woodway.

RESOLUTION R-20-12

WHEREAS, certain property has become excess to the City's needs.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WOODWAY, TEXAS:

That the property listed below is declared excess to the City's needs.

- 5 – Altex computers
- 1 – Dell computer
- 3 – HP computers
- 2 – Compaq Computers
- 1 – Unbranded computer
- 1 – Systemax Computer
- 1 – IBM Computer
- 2 – Brother Printers
- 3 – HP Printers
- 6 – Monitors
- 3 – APC UPS's
- 1 - Sony DVD/VCR Combo
- 1 – Sony Receiver

Public Safety Department –

- Remington Model 700 .308 Rifle S/N G6394553
- Remington Model 700 .308 Rifle S/N E6876943
- Remington Model 870 Shotgun S/N A136596M
- Remington Model 870 Shotgun S/N L1975104
- Remington Model 870 Shotgun S/N A135941M
- Remington Model 870 Shotgun S/N A135380M
- Winchester Defender 12 ga Shotgun S/N 1947737

That the City staff is hereby directed to dispose of the property as deemed appropriate and in the best interest of the City of Woodway.

That it is hereby officially found and determined that the meeting at which this Resolution is adopted was noticed and has been open to the public as required by law.

PASSED AND APPROVED this the 13th day of July 2020.

CITY OF WOODWAY, TEXAS

_____
Jane Kittner, Mayor

ATTEST:

_____
Donna Barkley, City Secretary

ITEM # 9F

CITY COUNCIL AGENDA ITEM FORM

Meeting Date: July 13, 2020

Prepared By: William Klump, Finance Director

Approved By: _____

- ☐ Presentation, Report and/or Discussion Only
- ☐ Public Hearing/Related Action
- ☐ Individual Discussion/Action
- ■ Consent
- ☐ Executive Session

Caption:

Discussion and consider action approving rate increase of two percent (2%) to the base residential rate for year four (4) of the service contract between the City and Frontier Access, LLC for waste collection

Background Information:

Attached is a letter from Frontier Access, LLC requesting a two percent (2%) increase to the base residential rate for year four (4) of the contract. The contract locked in a rate of nine dollars and seventy-five cents ($9.75) per month throughout the first three (3) years of the contract. The contact allows Frontier Access, LLC to request a two percent (2%) increase for years four (4) and five (5), which they are requesting for year four (4). This increase will add twenty cents ($.20) to the monthly rate. This will amount to an increase of $713.60 per month or $8,563.20 per year based on our average house count of 3,568. It will be necessary to pass this increase on to our residents by increasing our residential rates in the FY 2021 budget. The last time we increased our residential rates was in October of 2014.

Financial Impact:

Total of Proposed Expenditure:
Amount Budgeted:
Account No.:
If not budgeted, other funding options:

Staff Recommendation:

Approve a rate increase of two percent (2%) to the base residential rate for year four (4) of the service contract between the City and Frontier Access, LLC for waste collection.

P.O. Box 1283 • Hillsboro, TX 76645
1-888-854-2905 • www.frontierwaste.com

Shawn Oubre
City Manager
City of Woodway
922 Estates Drive
Woodway, TX 76712

Date: June 15, 2020

Re: Residential base price increase request

Mr. Oubre,

Per Section XI. CONSIDERATION, of the service contract dated 6/1/2017 between Frontier Access, LLC. and the city of Woodway, I respectfully request a two percent (2%) increase to the base residential rate of nine dollars and seventy-five cents ($9.75) for year four (4) of the contract.

If this increase is approved, it will go into effect on July 1, 2020.

If you have any questions or need additional information, please feel free to contact me at 940-453-8839.

Best Regards,

Tim Henderson
Vice President
Frontier Waste Solutions
thenderson@frontierwaste.com

ITEM # 9G

CITY COUNCIL AGENDA ITEM FORM

Meeting Date: July 13, 2020

Prepared By: Donna Barkley

Approved By: _____

- ☐ Presentation, Report and/or Discussion Only
- ☐ Public Hearing/Related Action
- ☐ Individual Discussion/Action
- ■ Consent
- ☐ Executive Session

Caption:

Discussion and consider action on request from John Williams for the renewal of a special use permit for a home occupation (mail order business - Boy Scout memorabilia) at 204 Taos Drive, Woodway, Texas

Background Information:

As required by the Code of Ordinances when a request for the renewal of a Special Use Permit for a Home Occupation is received by the City, a notice of Mr. Williams' request was mailed to those who own property within 200 feet of his. We received one response in favor which is attached to this item. No responses have been received in opposition.

Mr. Williams has held a Special Use Permit for a Home Occupation at this address since 1996. There are no complaints on file pertaining to his business.

Financial Impact:

Total of Proposed Expenditure:	n/a
Amount Budgeted:	n/a
Account No.:	n/a
If not budgeted, other funding options:	

Staff Recommendation:

Approve request from John Williams for the renewal of a special use permit for a home occupation (mail order business - Boy Scout memorabilia) at 204 Taos Drive, Woodway, Texas

APPLICATION FOR RENEWAL OF SPECIAL USE PERMIT FOR A HOME OCCUPATION

As outlined in the City of Woodway Code of Ordinances, a request for a renewal of a Special Use Permit for a Home Occupation shall be submitted to the City, in writing, along with appropriate fee (currently $70.00). Notices of the requested permit renewal shall be mailed to property owners entitled to receive notice in the case of re-zoning of property. The request for extension shall be reviewed by the City and the City shall investigate and verify continued compliance with the provisions of this ordinance and any criteria and/or conditions established and/or imposed by the City Council at the time of granting the initial or any renewal permit. The City Manager shall report the findings of the investigation to the City Council and shall report to the Council whether or not any complaints have been received relating to the operation of the home occupation. The City Council may grant or deny the request for extension and if twenty-five (25) percent, or more, of the property owners, in area or in number, of those who have received the notices referred to above object to the renewal, the City Council shall not grant such renewal except by vote of five (5) members.

Application Fee: $70.00 Date Paid: 6-8-20 Receipt Number: R 0016 2634

TO BE COMPLETED BY APPLICANT

1. Applicant Name John Williams
   Mailing Address
   Telephone & E-Mail jwilliams@hot.rr.com 254 8559751
2. Address of property for which permit is requested 204 Taos
3. Description of home occupation Mail order business (Boy Scout memorabilia)
4. Owner if other than applicant
   Mailing Address & Telephone
5. Has this home occupation changed in any way since the last permit was issued? Yes ☐ No ☒
   If yes, please explain

Applicant's Statement: *By signing below, I certify that this is a true and correct statement regarding the home occupation I conduct at the address shown above. Furthermore, I authorize the investigation of all statements contained in this application as may be necessary for the City of Woodway staff and City Council to determine whether or not to grant my request. In the event a renewal is granted, I understand I will be required to abide by all rules and regulations regarding home occupations in Woodway, Texas.*

Signature of Applicant John C Williams

Date 6-8-20

TO BE COMPLETED BY CITY

1. Application reviewed by City Manager
2. Permit history Original permit granted in 1996; permit renewed '98, '00, '02, '04, '06, '08, '10, '12, '14, '16 and '18
3. Record of complaints (if applicable) No complaints on file

NOTICE OF APPLICATION RECEIVED
FOR THE
R E N E W A L
OF A SPECIAL USE PERMIT FOR A HOME OCCUPATION IN THE CITY LIMITS OF WOODWAY, TEXAS

TO ALL INTERESTED PERSONS:

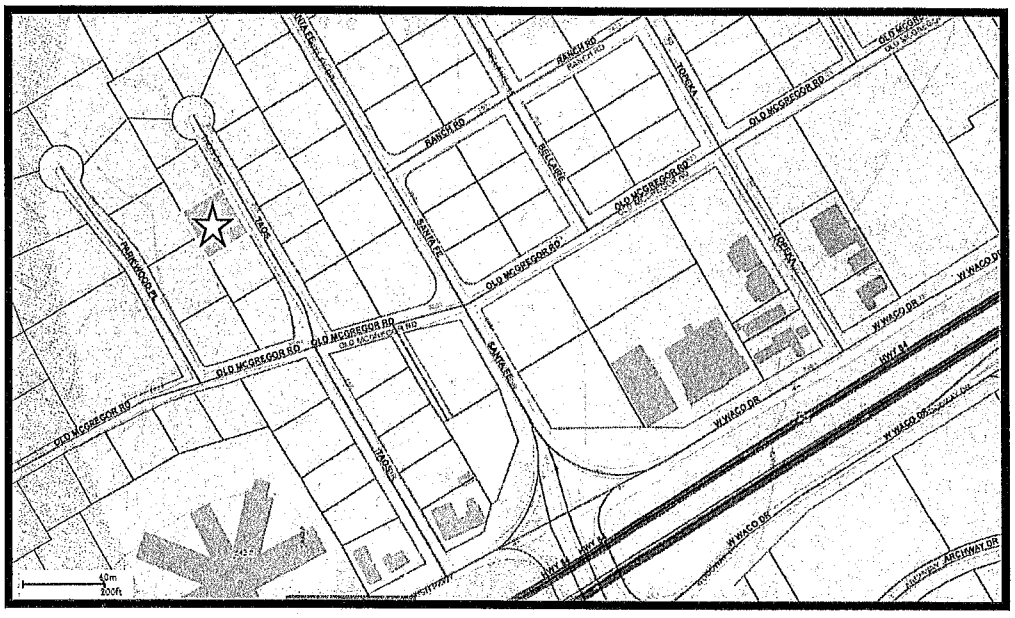
Please be advised that an application has been received from Mr. John Williams (please see other side) for the renewal of a Special Use Permit for a Home Occupation at 204 Taos Dr., Woodway, Texas. Because McLennan County Appraisal District records indicate that you own property within 200 feet of the applicant, the City of Woodway Code of Ordinances requires that you be notified and be offered an opportunity to provide comments related to the request.

If you would like to provide comments to assist the staff and Woodway City Council in determining if this renewal should be granted, please do so by contacting (in writing):

Donna Barkley, T.R.M.C., City Secretary
City of Woodway
922 Estates Drive
Woodway, Texas 76712
E-mail: dbarkley@woodwaymail.org
Fax: 254-772-0695

The City Council is scheduled to take action on this request on Monday, July 13th. As such, please provide any and all comments by 4:00 p.m. on July 13th so that the information can be compiled for the Council's consideration.

If you have any questions, please feel free to contact Donna Barkley, City Secretary, at 254-772-4480 or the e-mail listed above.



SUP Renewal Request
John Williams – 204 Taos
Mail order business – Boy Scout
Memorabilia

Jeffrey and Deborah Wallace
204 Parkwood Pl
Woodway, TX 76712

John Malone, et ux
5400 Bosque Blvd., Ste. 650
Waco, TX 76710

James Harkins, Jr.
And Allison Harkins
207 Parkwood Pl
Woodway, TX 76712

Robert Christian
205 Parkwood Pl
Woodway, TX 76712

Gerald and Kathy Dunlap
203 Parkwood Pl
Woodway, TX 76712

Carolyn S. Hulme
201 Parkwood Pl
Woodway, TX 76712

Melinda Elise Walter
200 Taos Dr.
Woodway, TX 76712

Michael Habern, Jr.
801 N. Valley Mills Dr.
Waco, TX 76710

Clifford Johnson, et ux
206 Taos Dr.
Woodway, TX 76712

Betty Ann Zimmerman
208 Taos Dr.
Woodway, TX 76712

Johnny Berry, Jr., et al
P.O. Box 20413
Waco, TX 76702

Mark and Barbara Voyce
211 Taos Dr.
Woodway, TX 76712

Humberto and Stacy Velasquez
207 Taos Dr.
Woodway, TX 76712

Charles Baker, II., et ux
205 Taos Dr.
Woodway, TX 76712

Michael and Corina Contreras.
203 Taos Dr.
Woodway, TX 76712

Daniel and Diane Lopez
201 Taos Dr.
Woodway, TX 76712

Neighborhood Housing Services
of Waco, Inc.
922 Franklin
Waco, TX 76701

Robert Bray
310 Santa Fe Dr.
Woodway, TX 76712

Hung Duy Nguyen
9619 Oak Springs Dr.
Woodway, TX 76712

John Conley Williams
204 Taos Dr.
Woodway, TX 76712

Donna Barkley

From: Donna Barkley
Sent: Thursday, June 18, 2020 8:50 AM
To: 'Eddie Baker'
Subject: RE: NOTICE OF APPLICATION RECEIVED FOR THE RENEWAL of a special use permit for a home occupation in the city limits of Woodway, Texas

Mr. Baker,

Thank you for your reply regarding Mr. Williams' request for his special use permit renewal.

Donna Barkley, TRMC
City Secretary
City of Woodway
922 Estates Drive
Woodway, TX 76712
(254) 772-4480 I Fax: (254) 772-0695
dbarkley@woodwaymail.org I www.woodway-texas.com
Facebook I Twitter I Nixle

A Commitment to Excellence

Important/Confidential: This communication and any files or documents attached to it are intended only for the use of the person or entity to which it is addressed. It contains information that may be privileged, confidential and exempt from disclosure under applicable law. If you are not the intended recipient of this communication, you are hereby notified that the copying, distribution or other use of this communication is strictly prohibited. If you have received this communication by mistake, please notify the sender immediately by electronic mail and destroy all forms of this communication (electronic or paper). Thank you.

From: Eddie Baker <eddie.baker@zoho.com>
Sent: Monday, June 15, 2020 9:08 PM
To: dbarkley@woodwaymail.org
Subject: RE : NOTICE OF APPLICATION RECEIVED FOR THE RENEWAL of a special use permit for a home occupation in the city limits of Woodway, Texas

Donna

Thanks for the opportunity to offer feedback on this. I see zero reason to deny John Williams Renewal. He is a good neighbor.

Kindest Personal Regards,

Eddie Baker
205 Taos Dr.

ITEM # 9H

CITY COUNCIL AGENDA ITEM FORM

Meeting Date: July 13, 2020

Prepared By: Malia A. Elkins, Court Administrator

Approved By: _____

- ☐ Presentation, Report and/or Discussion Only
- ☐ Public Hearing/Related Action
- ☐ Individual Discussion/Action
- ■ Consent
- ☐ Executive Session

Caption:
Discussion and consider action on changing court collection vendors from Vigilant Solutions to Linebarger Attorneys at Law.

Background Information:

The Court currently has about 3,000 Class C Warrants totaling $1.3 million in City and State revenue. Since 2016, the Municipal Court has used Vigilant Solutions, a private collection agency, to clear warrants and dispose of delinquent cases. Vigilant Solutions provide a mailing service to defendants and manages vehicle registration holds using TXDMV services. Through Vigilant Solutions with another contract with the Public Safety Department, the Court uploads its warrant listing to patrol vehicle cameras that scan license plates. Officers are able to serve warrants using this resource. The court collections contract with Vigilant Solutions expires August 1, 2020.

Court is looking to add more resources and tools to its collection efforts on delinquent cases. The Court would like to contract with Linebarger Attorney Law firm to collect on delinquent cases. Linebarger provides advantages not offered by typical collection agencies because delinquent account holders actually regard contact from a law firm as being more serious than other collection vendors. Defendants will receive mailings and phone calls. Linebarger provides a professional call center with knowledgeable personnel regarding collection laws, Texas Municipal Court laws and will tailor to Woodway Municipal Court policy and procedures. Linebarger uses Vigilant Solutions as a resource to deny the renewal of vehicle registration. Vigilant Solutions has agreed to continue Woodway's current registration holds but provide their services through Linebarger. Court will continue to upload warrants to the Public Safety Department's patrol vehicle camera license plate readers. Linebarger also offers additional in person and electronic payment options for defendants. For example, defendants on a payment plan may make payments at their local CVS, 7-11, or Family Dollar stores.

Due to COVID-19, the Court understands that this time is an economic challenge and the Court is looking to collection agency efforts to find/contact the defendants so they can contact the court to dispose of delinquent cases. The Court has implemented online options for defendants to dispose of their cases without a court appearance. Except for Jury Trials, all court processes can be handled online.

Art.103.0031of the Texas Code of Criminal Procedure allows for a flat 30% fee to be added to outsourced collection efforts. This fee applies to all cases 60 days past due from the date of summons, appearance date or judgement date. The fee does not apply to a case that may be dismissed, satisfied through time-served credit or community service. This fee is added at the time a warrant is issued and the defendant pays this fee.

There is a software module that Tyler Technologies will install for Linebarger to access Court warrants. There is a one-time charge and the City is invoiced for this software module. The Court Technology Fund may be used. Linebarger will reimburse the City for this software module.

To ensure a smooth transition, preparation is required 60 days in advance, and a signed contract is required effective August 1, 2020.

Linebarger Attorneys at Law currently collects delinquent property taxes for the City of Woodway.

Financial Impact: None

Total of Proposed Expenditure: N/A
Amount Budgeted:
Account No.:
If not budgeted, other funding options:

Staff Recommendation:
Authorize cancellation of Vigilant Solutions contract effective September 30, 2020 and enter into a contract for collection services with Linebarger Attorneys at Law effective October 1, 2020.

City of Woodway, Texas

Court Fees & Fines Collection Services

Linebarger Goggan Blair & Sampson, LLP
Providing Professional Collection Services Since 1976

CONTACTS

Charles Brady, *Partner*
Charles.Brady@lgbs.com
817.317.9506

Patrick Hafey, *Client Liaison*
Patrick.Hafey@lgbs.com
713.474.6380

LINEBARGER
ATTORNEYS AT LAW

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LINEBARGER
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Court Fees & Fines Collection Services

The law firm of Linebarger Goggan Blair & Sampson, LLP successfully merges the practice of law with professional collection services and advanced technology. We are a recognized leader in the accounts receivable management industry. This year alone, Linebarger will recover roughly a billion dollars for our government clients – helping support essential public services.

Firm Background

- Over 44 years of experience in collecting delinquent accounts receivable for government clients
- Over 1,000 dedicated employees
- Customized collection programs that address the unique needs of each individual client
- Annually file thousands of lawsuits, mail millions of demand letters, and make tens of thousands of collection calls
- More than 40 offices located throughout the United States
- Member, U.S. Conference of Mayors, National Association of Counties, American Collectors' Association International, Commercial Law League of America, the state bars where our attorneys are licensed to practice law, and various other organizations that contribute to the continuing education and advancement of our clients

Professional Collection Services

We provide turn-key collection programs to our government clients. Linebarger helps them recover their delinquent accounts receivable, including:

- Fees
- Fines
- Taxes
- Service Charges
- Tolls
- Other Types of Local, State and Federal Receivables

Legal & Support Programs

- Customized Mailings
- Professional Call Centers
- Bilingual Collectors
- Community-based Educational Programs
- Delinquent Account Holder Assistance
- PCI-Compliant Processes
- Legislative Involvement
- Litigation (if appropriate and approved by the client)

Call Center Support

The firm has several call centers throughout the United States with professional collectors trained and

Primary Markets

Since 1976, our law firm's practice has been focused on the collection of delinquent government receivables.

Linebarger currently represents over 2,500 public-sector clients, including:

- Cities
- Counties
- School Districts
- Appraisal Districts
- States
- Courts
- Tolling Authorities
- Parking Authorities

experienced in recovering the specific debt types for each our government clients. These call centers offer the following assets:

- Advanced software for managing call campaigns, allowing us to successfully manage thousands of inbound and outbound calls each day
- Dedicated call center staff accessible to delinquent account holders via a toll-free number
- Bilingual and multilingual collectors
- Extensive training ensures compliance with the laws, rules and regulations applicable to collections

Linebarger accepting the USCM Award, 2007

A Nationally Recognized Leader in the Collections Industry

Linebarger is committed to hiring the best people, providing them with the best technology, and keeping the promises we make to our public sector clientele. This commitment has resulted in recognition for being among the best our industry has to offer.

National Performance Rankings

- In 2010, we received our fourth U.S. Conference of Mayors award. Linebarger is the only company to receive four of these awards. Former USCM President Mayor Douglas Palmer stated, "Any business that earns three public-private partnership awards with USCM (2001, 2004, 2007) has to be doing something right."
- Received a 2018 Innovation Award from Noble Systems, a global communications leader, for product and performance enhancement recommendations
- Ranked #1 in Texas and 15th nationally among 264 of the largest U.S. law firms with the highest percentages of women lawyers and partners in the 2018 National Law Journal "Women in Law Scorecard"
- Winner, National Association of Counties Award for Community/Economic Development Achievement for a Smith County, Texas housing program (2012)
- Recognized by Texas Lawyer as "the star" among Texas' 25 largest firms when it comes to women and minorities
- Martindale-Hubbell "AV Preeminent" attorneys
- "A+" Better Business Bureau rating

Fees & Fines Collection Program

Linebarger believes a successful collection program must be multi-faceted, flexible, and tailored to meet each client's specific needs.

We develop and utilize individual work plans for each of our government clients. These work plans are a management tool for both immediate and long-range planning. Results are reviewed on an ongoing basis and work plans are modified as necessary to achieve the client's goals and expectations.

We emphasize not only working hard, but also working smart. We use technology to analyze each client's portfolio and identify areas where we can maximize recoveries. This continuous analysis assures the most effective allocation of resources for consistent, long-term performance and the associated additional revenue enjoyed by our clients.

The following is an example of what a basic work plan for a new client might look like:

Work Plan Highlights

- Load the client's portfolio of delinquent accounts into our collection system.
- Conduct a computerized search, using our proprietary software, and certain databases we have access to, to obtain, confirm, or update the addresses and phone numbers of delinquent account holders prior to the first mailing or phone call increasing the likelihood of contacting the delinquent account holder on our very first attempt
- Mail an introductory collection notice to all delinquent account holders that informs them of the amounts owed to our client, instructs them on payment options and procedures, and warns that failure to pay their outstanding financial obligations to our client is not an acceptable choice
- Send a series of stronger, follow-up letters to those individuals who do not pay or respond as required and inform them of the possible consequences for failure to successfully resolve their pending matters with our client
- Process and research returned mail in effort to locate a better address for delinquent account holders. Utilize existing relationships with some of the most sophisticated data providers, in addition to both online and traditional research tools, to locate current addresses
- Our professional call center representatives make repeated efforts to personally contact each delinquent account holder to secure payment or otherwise resolve the outstanding matter with our client

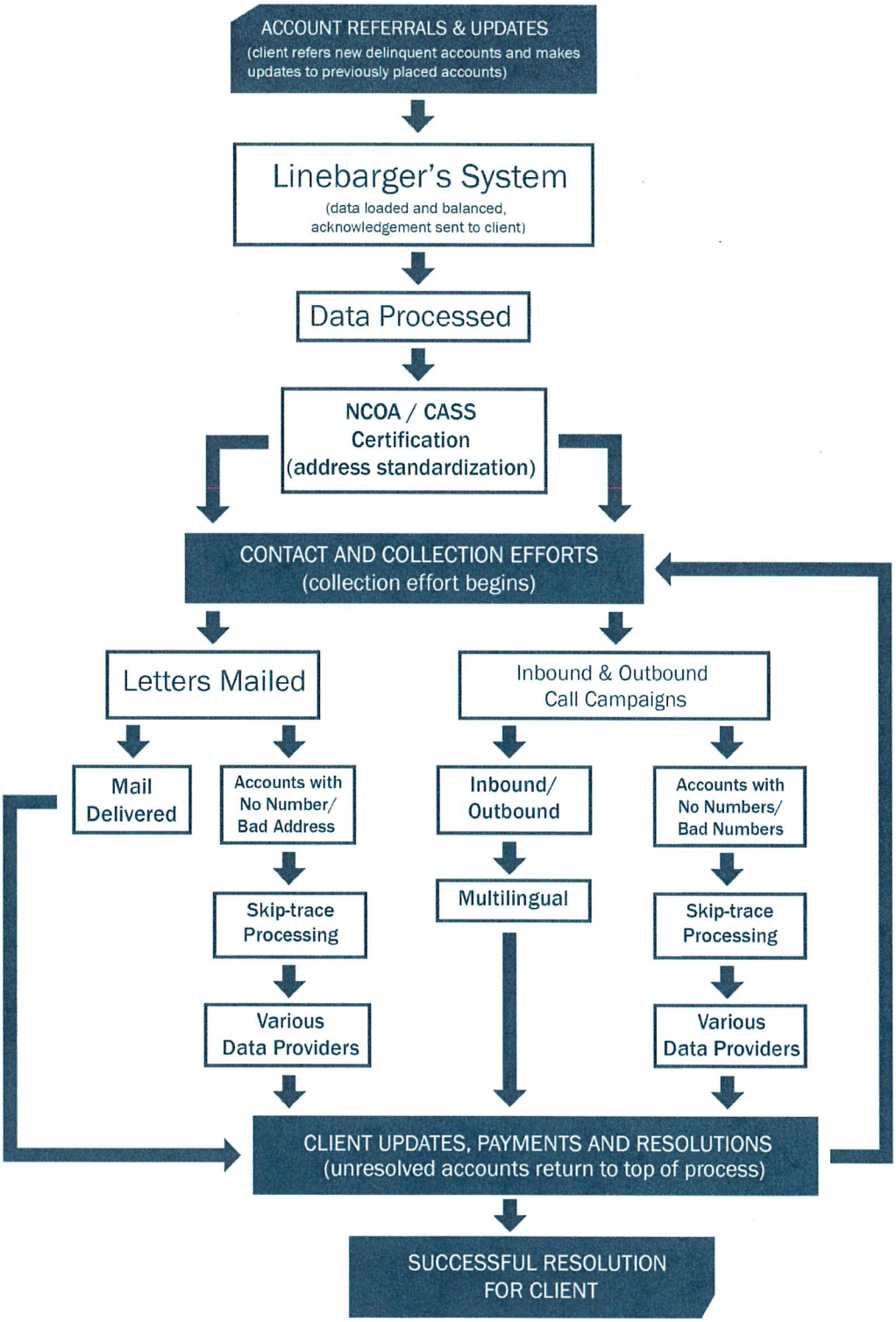
  NOTE: Linebarger's call centers are operating days, nights and weekends, our predictive dialers and proprietary collection software allow us to make contact with thousands of delinquent account holders each day; bi- and multi-lingual collectors and a

language translation service vendor are always available to assist individuals who are more comfortable communicating in a language other than English.

- When and if appropriate and approved by the client, provide litigation and bankruptcy representation, including the pursuit of pre- and post-judgment remedies
- Maintain a detailed activity and payment history on every account and provide progress reports to collection managers and to the client in the agreed upon frequency and format
- Identify uncollectible accounts and return those accounts to the client with appropriate documentation

A flow chart offering an overview of our general collection process is shown on the next page.

Collection Process Flowchart

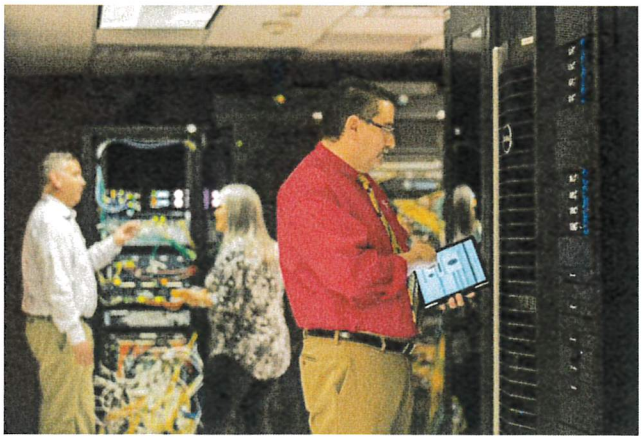


Technology

Linebarger is dedicated to optimizing recoveries through the application of advanced technologies, best collection methods, and the practice of law, while at the same time upholding the highest professional standards. We pioneered the application of advanced technology to delinquent tax collections when we entered the field over four decades ago.

Our representation of many of the largest public-sector entities throughout the country has led us to invest tens-of-millions of dollars to develop the very latest, most sophisticated data processing and communications technology in the accounts receivable management industry.

Our in-house Information Technology Group has developed a mostly proprietary collection system to help us manage our clients' delinquent accounts receivable. We have focused on automation, centralization, security, and standardization. Our system currently houses over $10 billion worth of delinquent receivables for our government clients and tracks over 250,000 related lawsuits and bankruptcy cases. Over 150 programmers, system architects, data analysts, security specialists, and other IT professionals make up our firm's Information Technology Group.



Proprietary Software

Our systems designers and computer programmers have developed specialized applications, allowing us to operate within a high volume, low margin environment. Since 1976, we have developed several proprietary software applications specially designed to support our law firm's attorneys and professional collection staff. These applications help us better manage our collection programs, litigation and bankruptcy representation, client reporting and, at the same time, provide superior assistance to delinquent account holders.

Payment Processing

Linebarger's professional collectors will explain the terms for payment as well as other case resolution options approved by the client. In the event that English is not the first language for the delinquent account holder, a bilingual employee will provide assistance. When necessary to accommodate a delinquent account holder, our language translation service provider is always available to assist.

Electronic Payment Options

To encourage delinquent account holders to make full and prompt payments, Linebarger relies on a variety of convenient, secure electronic payment methods — such as checks by phone, credit card

payments by phone, and credit card payments via the Internet.

Mobile Device Fees and Fines Payment Website

Linebarger has also implemented a mobile device compatible website that allows delinquent account holders to pay debts using credit cards, debit cards, or ACH transaction. The mobile portal requires no app to be downloaded, and it works with a host of mobile devices, including iPhones, Androids and other smartphones, iPads, and other tablets. The web portal automatically detects the presence of a mobile device and provides the same menus and content as our regular website, but customized to display on mobile devices.

This program will include QR codes, which can be scanned on a smartphone to go straight to our mobile-enabled payment site. This will further facilitate account navigation and payment by delinquent account holders.

Internet Access to Account Data

Linebarger provides on-line access for clients to view the status of their accounts via an Internet connection. Through this same portal, delinquent account holders can also view their current account information.

Why Hire Linebarger?

- Collection programs customized to your needs
- Over four decades of experience in providing legal services in the collection of delinquent government receivables
- Professional, dedicated collection operation using advanced technologies for skip tracing and delinquent account holder contact
- Exceptional customer service
- Ability to collect nationwide
- Licensed attorneys with experience in collections and legal practices

The Advantages of a Law Firm

The law firm of Linebarger provides advantages not offered by typical collection agencies:

- Because delinquent account holders actually regard contact from a law firm as being more serious than other collection efforts, Linebarger often gets results when others fail
- Because of their extensive education, training and experience, attorneys are well positioned to evaluate and interpret the vast and complex maze of federal and state statutes, regulations, court decisions and administrative rulings that govern the collection of delinquent accounts receivable
- Our managers and collectors keep up-to-date on relevant laws and regulations through regular training developed by our attorneys and in-house trainers
- Law firms have a higher standard of professional conduct to adhere

to than ordinary collection agencies, as attorneys must comply with the stringent requirements set forth by the state supreme courts and bars in the states where they are licensed to practice law

- As part of an integrated collection program, we can provide representation and services when needed, including the pursuit of pre- and post-judgment remedies

Equal Opportunity Employer

Linebarger commits itself to providing ownership and career opportunities for minorities and women within our law firm as well as supporting Minority & Women owned Business Enterprises (MWBE). We truly believe it is important our organization be as diversified as the governments that we represent.

Each year our law firm spends millions of dollars with minority and women owned businesses. Minorities and women participate at all levels of our operations. Few others can match our commitment to equal opportunity.

Best Practices Approach

Linebarger offers customized, technically advanced collection methods that have performed successfully for our clients for four decades. Our collection programs feature:

- **Client responsiveness and flexibility**
  We listen to our clients and tailor our service offering to meet and exceed their goals and expectations
- **Proven, experienced leadership**
  Our partners, key executives and managers instill a positive, professional and demanding work ethic recognizing and rewarding performance that rises above the industry standard
- **Professional collection unit**
  Our collectors are trained to use a collaborative, sensitive, firm but fair approach when contacting taxpayers. This approach has proven to be a highly successful both in terms of eliciting the maximum response from taxpayers and minimizing complaints
- **Advanced technology**
  Continuously investing in enhanced, collector-friendly computer systems, software and telecommunications technology so our experienced attorneys and collectors can easily communicate with taxpayers and when required, efficiently and effectively, enforce collections through whatever means are available under the law
- **Taxpayer location services**
  Utilizing some of the best skip-tracing resources available
- **Regulatory awareness, training and compliance**
  Ongoing efforts to monitor ever-changing laws and regulations effecting collections ensures our attorneys and professional staff remain in compliance and avoid unnecessary complaints, disputes and legal challenges

Texas Code of Criminal Procedure Provides for 30% Collection Fee

In June 2003, the Texas Governor signed Senate Bill 782 into law, amending Art.103.0031 of the Texas Code of Criminal Procedure and addressing concerns the Attorney General had raised with respect to an add-on collection fee for certain outsourced court collections. Effective immediately, county and municipal courts can assess a collection fee that is passed on to defendants for all adjudicated cases and for unadjudicated cases that occurred after June 18, 2003. The new language allows for a flat 30% fee to be added to outsourced collection efforts that meet these criteria.

This fee applies to all cases 60 days past due from the date of summons, appearance date, or judgment date as notified or ordered by the court. Prior to enforcing the 30% add-on fee, a county or city must authorize the additional fee.

The collection fee does not apply to a case that has been dismissed by a court of competent jurisdiction or to any amount that has been satisfied through time-served credit or community service. The collection fee may be applied to any balance remaining after a partial credit for time served or community service if the balance is more than 60 days past due.

Conclusion

There is a reason that over 2,500 governments throughout the country rely on Linebarger Goggan Blair & Sampson, LLP to recover their delinquent accounts receivable. We appreciate the opportunity to let you know more about our law firm.

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LINEBARGER
ATTORNEYS AT LAW

Collection Performance[1]

Copperas Cove, Texas

Copperas Cove, TX

East Texas Area

Population:
32,658 (2018 Estimate)

Gross Placements:
27,534
Delinquent Cases

The City of Copperas Cove, Texas, first placed outstanding receivables with Linebarger in February 2007.

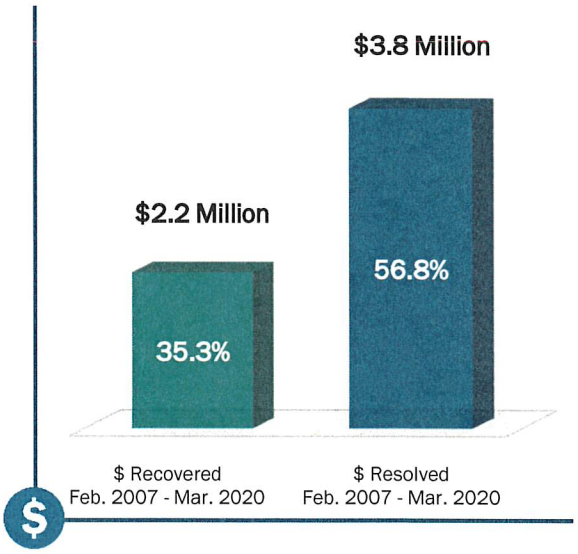
As seen in the chart below, as of March 2020 our partnership with the City has resulted in recovering more than $2.2 million and reaching a recovery rate of 35.3 percent for all dollars placed over the life of the contract.

Working together, we have resolved over $3.8 million, representing 56.8 percent of all dollars placed by the City.

Linebarger has recovered (collected) more than

$2.2 Million

in revenue for the City of Copperas Cove, TX



[1] Results obtained depend on the nature of each portfolio of accounts and the facts of each case. Every portfolio is somewhat different. Similar results may not be obtained in your case. Past performance is no guarantee of future results.

Red Oak, Texas

The City of Red Oak, Texas, first placed outstanding receivables with Linebarger in September 2005.

As seen in the chart below, as of March 2020 our partnership with the City has resulted in recovering more than $4.5 million and reaching a recovery rate of 83.6 percent for all dollars placed over the life of the contract.

Working together, we have resolved over $8.9 million, representing 92.7 percent of all dollars placed by the City.

Red Oak, TX

Northeast Texas Area

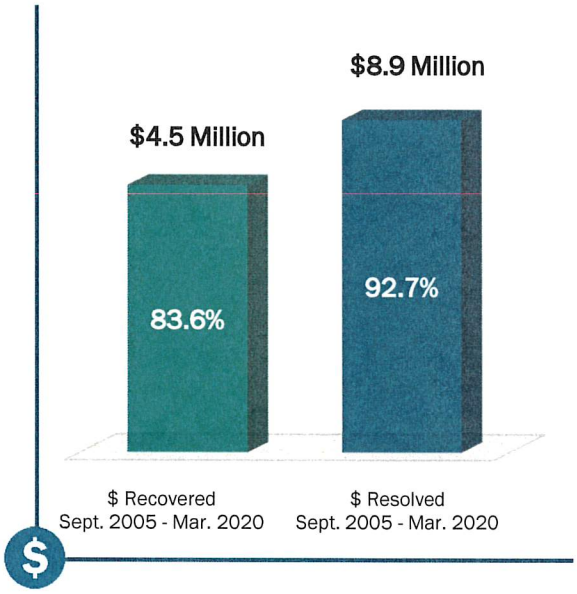
Population:
13,105 (2018 Estimate)

Gross Placements:
37,318
Delinquent Cases

Linebarger has recovered (collected) more than

$4.5 Million

in revenue for the City of Red Oak, TX



LINEBARGER
ATTORNEYS AT LAW

Waxahachie, TX

Central East Texas Area

Population:
36,807 (2018 Estimate)

Gross Placements:
22,821
Delinquent Cases

Waxahachie, Texas

The City of Waxahachie, Texas, first placed outstanding receivables with Linebarger in December 2006.

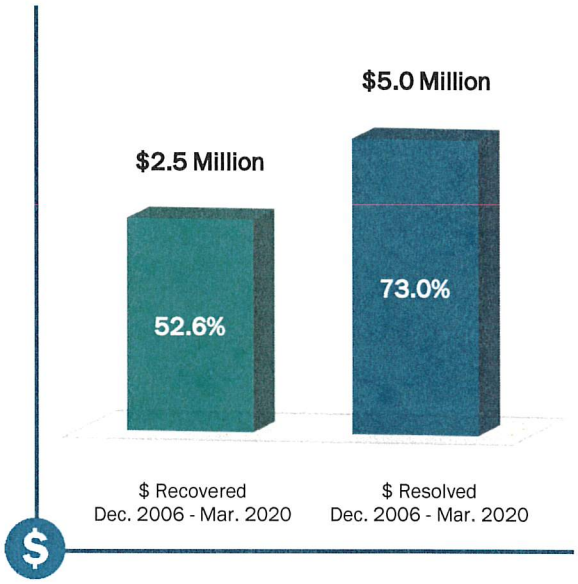
As seen in the chart below, as of March 2020 our partnership with the City has resulted in recovering more than $2.5 million and reaching a recovery rate of 52.6 percent for all dollars placed over the life of the contract.

Working together, we have resolved over $5.0 million, representing 73.0 percent of all dollars placed by the City.

Linebarger has recovered (collected) more than

$2.5 Million

in revenue for the City of Waxahachie, TX



Source: Law firm records and U.S. Census Bureau

Note: Recovery rates determined using total amounts collected divided by total amounts referred minus cancellations plus adjustments. Resolution rates determined by taking the total of all accounts cleared through payments, accounts canceled or recalled by the client and/or alternate case resolution divided by total amounts assigned. Resolved dollars include total amount collected plus total amount canceled.

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LINEBARGER
ATTORNEYS AT LAW

Sample Notice

The following collection notice is an example only. Collection notices may be customized according to the needs and preferences of the client. Spanish translations are available for all letters.

02 MAR 2017

Linebarger Goggan Blair & Sampson, LLP

ATTORNEYS AT LAW
900 Arion Parkway, Suite 104
San Antonio, TX 78216
1(866) 234-9790 Toll-Free
(210) 495-0911 Fax

MONTH/DAY/YEAR

87654321

JOHN DOE
123 HOME STREET
CITY. STATE ZIP

Driver's License #: STATE & #
Citation #: ALPHA/NUMERIC
999 Citation(s) Totaling $1,000.00

IMPORTANT NOTICE

Dear JOHN DOE:

Our law firm has been hired to represent the Client Name in the collection and disposition of the above-listed matter. Court records indicate there is an outstanding case(s) pending against you.

Please complete the detachable reply form at the bottom of this letter and return it, along with your payment in the amount of $1,000.00, within 10 days. **Payment must be in the form of a cashier's check or money order. Cash accepted in person at the Court. Partial payments are not accepted. Personal checks are not accepted.** To pay by credit card, please call 1(xxx) xxx-xxxx or log on to http://www.lgbswebpayments.com and use **Client Code CODE** and **Online Payment Number 87654321**.

Failure to respond as requested will result in our recommending to our client that it enforce the collection of this obligation. **Please be advised that IF an arrest warrant has been issued in your case, you may be arrested at any time by any peace officer.**

Unless a final judgment of conviction has been entered in your case, you have the right to enter a plea or go to trial on any offense charged. To exercise such right, please contact the CLIENT NAME.

We urge you to contact the Court if you are unable to pay the amount owed without undue hardship to yourself or your dependents. You may request a hearing before a Judge to consider your ability to pay and request any non-monetary compliance options available to you. You should be prepared to explain and document your financial situation to the Court.

If you have made payment or entered a plea within the last 10 days, please disregard this notice. Also be advised that juveniles who are sixteen years of age and under, and who wish to appear in court, must do so in person and be accompanied by a parent or guardian. If you are now a debtor in bankruptcy, or if you have been discharged from debts through a bankruptcy proceeding, then within 30 days of receipt of this letter, please provide us at the address at the top of this letter, in writing, the case number and the name of the court in which your bankruptcy case was filed.

It is very important that you give this matter your immediate attention. Our toll-free telephone number is 1(866) 234-9790. Our office hours are Monday through Thursday, 7:00 a.m. to 9:00 p.m., Friday, 7:00 a.m. to 5:00 p.m., and Saturday, 8:00 a.m. to noon.

Sincerely,

Linebarger Goggan Blair & Sampson, LLP

PLEASE DETACH THE REPLY FORM AND RETURN IN THE ENVELOPE PROVIDED

Linebarger Goggan Blair & Sampson, LLP
PO BOX 659443
SAN ANTONIO TX 78265-9443

3x9 BAR CODE

QR code

Driver's License #: STATE AND #
Citation #: ALPHA / NUMERIC
999 Citation(s) Totaling $1,000.00
Amount Due: $1,000.00 as of MONTH/DAY/YEAR

Payment should be in the form of a cashier's check or money order made payable to: **CLIENT NAME**
Cash accepted in person at the Court.
To pay by credit card, please call 1(xxx) xxx-xxxx or log on to http://www.lgbswebpayments.com and use **Client Code CODE** and **Online Payment Number 87654321**.
EFT message

JOHN DOE
123 HOME STREET
CITY, STATE ZIP
IMB

REMIT NAME
REMIT ADDRESS
CITY STATE ZIP

02 MAR 2017

Linebarger Goggan Blair & Sampson, LLP

ATTORNEYS AT LAW
900 Arion Parkway, Suite 104
San Antonio, TX 78216
1(866) 234-9790 Toll-Free
(210) 495-0911 Fax

MONTH/DAY/YEAR

87654321

JOHN DOE
123 HOME STREET
CITY. STATE ZIP

Driver's License #: STATE & #
Citation #: ALPHA/NUMERIC
999 Citation(s) Totaling $1,000.00

WARNING

Dear JOHN DOE:

Our law firm has been hired to represent the Client Name in the collection and disposition of the above-listed matter. Court records indicate there is an outstanding case(s) pending against you.

You have failed to respond to our previous correspondence. To avoid possible additional action by the Court, please complete the attached form and return it, along with your payment in the amount of $1,000.00, **within 5 days**. **Payment must be in the form of a cashier's check or money order. Cash accepted in person at the Court. Partial payments are not accepted. Personal checks are not accepted.** To pay by credit card, please call 1(xxx) xxx-xxxx or log on to http://www.lgbswebpayments.com and use **Client Code CODE** and **Online Payment Number 87654321**.

A warrant for your arrest may have been issued by the Court. **IF a warrant has been issued, you may be arrested at any time by any peace officer.**

Unless a final judgment of conviction has been entered in your case, you have the right to enter a plea or go to trial on any offense charged. To exercise such right, please fill out the attached form.

We urge you to contact the Court if you are unable to pay the amount owed without undue hardship to yourself or your dependents. You may request a hearing before a Judge to consider your ability to pay and request any non-monetary compliance options available to you. You should be prepared to explain and document your financial situation to the Court.

If you have made payment or entered a plea within the last 10 days, please disregard this notice. Also be advised that juveniles who are sixteen years of age and under, and who wish to appear in court, must do so in person and be accompanied by a parent or guardian. If you are now a debtor in bankruptcy, or if you have been discharged from debts through a bankruptcy proceeding, then within 30 days of receipt of this letter, please provide us at the address at the top of this letter, in writing, the case number and the name of the court in which your bankruptcy case was filed.

It is very important that you give this matter your immediate attention. Our toll-free telephone number is 1(866) 234-9790. Our office hours are Monday through Thursday, 7:00 a.m. to 9:00 p.m., Friday, 7:00 a.m. to 5:00 p.m., and Saturday, 8:00 a.m. to noon.

Sincerely,

Linebarger Goggan Blair & Sampson, LLP

F&F Texas Generic – JP WARRANT No-Plea
GENERIC_J_W_E_0_1
05 JAN 2017 - LSC
Last cleaned 25 JAN 2017

Linebarger Goggan Blair & Sampson, LLP

ATTORNEYS AT LAW
900 Arion Parkway, Suite 104
San Antonio, TX 78216
1(866) 234-9790 Toll-Free
(210) 495-0911 Fax

MONTH/DAY/YEAR

87654321

JOHN DOE
123 HOME STREET
CITY. STATE ZIP

Driver's License #: STATE & #
Citation #: ALPHA/NUMERIC
999 Citation(s) Totaling $1,000.00

WARRANT NOTIFICATION

Dear JOHN DOE:

Our law firm has been hired to represent Client Name in the collection and disposition of the above-listed matter. Court records indicate there is an outstanding case(s) pending against you.

THIS LETTER IS TO INFORM YOU THAT A WARRANT FOR YOUR ARREST HAS BEEN ISSUED BY THE COURT.

Please be further advised of the following consequences if you ignore this matter:

- **Any peace officer may serve this warrant at any time at your home, work, or on the road.**
- **The warrant remains active until the Court receives the appropriate reply and/or payment.**
- **You could be subject to non-renewal of your TEXAS DRIVER'S LICENSE.**
- **If you are a non-resident driver, your license could be suspended.**

To avoid possible arrest and other adverse consequences, complete the detachable reply form below and return it with your payment of $1,000.00 **immediately. Payment must be in the form of a cashier's check or money order. Cash accepted in person at the court. Partial payments are not accepted. Personal checks are not accepted.** To pay by credit card, please call 1(xxx) xxx-xxxx or log on to http://www.lgbswebpayments.com and use **Client Code** CODE and **Online Payment Number** 87654321.

Unless a final judgment of conviction has been entered in your case, you have the right to enter a plea or go to trial on any offense charged. To exercise such right, please contact CLIENT NAME.

We urge you to contact the Court if you are unable to pay the amount owed without undue hardship to yourself or your dependents. You may request a hearing before a Judge to consider your ability to pay and request any non-monetary compliance options available to you. You should be prepared to explain and document your financial situation to the Court.

If you have made payment or entered a plea within the last 10 days, please disregard this notice. Also be advised that juveniles who are sixteen years of age and under, and who wish to appear in court, must do so in person and be accompanied by a parent or guardian. **If you are now in bankruptcy proceedings or had a bankruptcy case in the past, please immediately notify us, in writing, the name of your bankruptcy court and your bankruptcy case number. Our address is at the top of this letter. Be aware that bankruptcy does NOT wipe out any court fines or fees due in criminal cases, including misdemeanors.**

Our toll-free telephone number is 1(866) 234-9790. Our office hours are Monday through Thursday, 7:00 a.m. to 9:00 p.m., Friday, 7:00 a.m. to 5:00 p.m., and Saturday, 8:00 a.m. to noon. It is very important that you give this matter your immediate attention.

Sincerely,

Linebarger Goggan Blair & Sampson, LLP

PLEASE DETACH THE REPLY FORM AND RETURN IN THE ENVELOPE PROVIDED

Linebarger Goggan Blair & Sampson, LLP
PO BOX 659443
SAN ANTONIO TX 78265-9443

3x9 BAR CODE – if remit is PO Box 702118

QR code (if requested)

Driver's License #: STATE AND #
Citation #: ALPHA / NUMERIC
999 Citation(s) Totaling $1,000.00
Amount Due: $1,000.00 as of MONTH/DAY/YEAR

Payment should be in the form of a cashier's check or money order made payable to: **CLIENT NAME, PRECINCT**
Partial payments will not be accepted.
Personal checks will not be accepted.
To pay by credit card, please call 1(xxx) xxx-xxxx or log on to http://www.lgbswebpayments.com and use **Client Code** CODE and **Online Payment Number** 87654321.
***If remitting to LGBS: requires EFT message**

JOHN DOE
123 HOME STREET
CITY, STATE ZIP
IMB

REMIT NAME
REMIT COURT
REMIT ADDRESS
CITY STATE ZIP

LINEBARGER
ATTORNEYS AT LAW

Providing Professional Collection Services Since 1976

For more information about our law firm, visit our website at **www.lgbs.com**

ADVERTISEMENT

Linebarger Goggan Blair & Sampson, LLP is a national law firm with offices and clients located throughout the United States. The firm's principal office is located in Austin, Texas, and, pursuant to the Texas Disciplinary Rules of Professional Conduct, you are advised of the following: Past collection performance is no guarantee of future results. Results obtained for each client depend on the unique nature of each portfolio of accounts and the facts of each individual case. Not certified by the Texas Board of Legal Specialization. No designation has been made by the Texas Board of Legal Specialization for a Certificate of Special Competence in this area. The attorney responsible for the contents of this advertisement is Carmen Perez.

ITEM # 9I

CITY COUNCIL AGENDA ITEM FORM

Meeting Date: July 13, 2020

Prepared By: William Klump, Finance Director

Approved By: _____

- ☐ Presentation, Report and/or Discussion Only
- ☐ Public Hearing/Related Action
- ☐ Individual Discussion/Action
- ■ Consent
- ☐ Executive Session

Caption:

Discussion and consider action on Resolution R-20-13, designating William Klump as the City's employee to calculate the no-new-revenue tax rate and the voter-approval tax rate in accordance with the Texas Tax Code

Background Information:

As a result of Senate Bill 2, Texas Tax Code Sections 26.04 (c) and 26.17 (e) now require an officer or an employee designated by the governing body to calculate the no-new-revenue tax rate and the voter-approval tax rate for the taxing unit after the accessor submits the certified appraised roll.

Financial Impact:

Total of Proposed Expenditure:
Amount Budgeted:
Account No.:
If not budgeted, other funding options:

Staff Recommendation:

Approve Resolution R-20-13, designating William Klump as the City's employee to calculate the no-new-revenue tax rate and the voter-approval tax rate in accordance with the Texas Tax Code.

RESOLUTION R-20-13

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODWAY, TEXAS, DESIGNATING WILLIAM KLUMP AS EMPLOYEE TO CALCULATE THE NO-NEW REVENUE TAX RATE AND THE VOTER APPROVAL TAX RATE IN ACCORDANCE WITH THE TEXAS TAX CODE

WHEREAS, the State legislature amended the Texas Tax Code in 2019 as part of its Property Tax reform;

WHEREAS, Texas Tax Code Sections 26.04 (c) and 26.17 (e) now require an officer or an employee designated by the governing body to calculate the no-new-revenue tax rate and the voter-approval tax rate for the taxing unit after the assessor submits the certified appraised roll; and

WHEREAS, William Klump, is the Finance Director.

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

William Klump is hereby designated as a qualified professional to calculate the no-new revenue tax rate and the voter-approval tax rate for the City of Woodway in accordance with section 26 of the Texas Tax Code.

PASSED AND APPROVED THIS 13th DAY OF JULY 2020.

_____
Jane Kittner
Mayor

ATTEST:

_____
Donna Barkley, City Secretary

ITEM # 10

CITY COUNCIL AGENDA ITEM FORM

Meeting Date: July 13, 2020

Prepared By: Donna Barkley

Approved By: _____

- ☐ Presentation, Report and/or Discussion Only
- ☐ Public Hearing/Related Action
- ☐ Individual Discussion/Action
- ■ Consent
- ☐ Executive Session

Caption: Discussion and consider action on consent agenda

Background Information:

The following items are included on the consent agenda:

A. Discussion and consider action on minutes of the regular City Council meeting held June 8, 2020, at 5:30 p.m.

B. Discussion and consider action on minutes of the City Council Budget Work Session held June 19, 2020, at 10:30 a.m.

C. Discussion and consider action on minutes of the special City Council meeting held on June 26, 2020 at 10:00 a.m.

D. Discussion and consider action on acceptance of "Certification of Unopposed Candidates" and on Ordinance 20-06, declaring unopposed candidate in the August 15th special city election to be elected to office and cancelling the election *(Análisis y consideración de las accione sobre "Certificación de Candidato sin Oposición" y sobre la Ordenanza 20-06, declarando candidato sin oposición en las eleccione especiale de la ciudad del 15 de agosto de 2020 que serán elegidos para sus funciones y cancelando la elección)*

E. Discussion and consider action on Resolution R-20-12, declaring property excess to the City's needs and authorizing the disposal of same

F. Discussion and consider action approving rate increase of two percent (2%) to the base residential rate for year four of the service contract between the City and Frontier Access, LLC for waste collection

G. Discussion and consider action on request from John Williams for the renewal of a special use permit for a home occupation (mail order business - Boy Scout memorabilia) at 204 Taos, Woodway, Texas

H. Discussion and consider action on changing court collection vendors from Vigilant Solutions to Linebarger Attorneys at Law

I. Discussion and consider action on Resolution R-20-13, designating William Klump as the City's employee to calculate the no-new revenue tax rate and the voter approval tax rate in accordance with the Texas Tax Code

Financial Impact: Please see individual items on consent agenda.

Staff Recommendation: Approve all items on the consent agenda, as presented.

ITEM # 14

CITY COUNCIL AGENDA ITEM FORM

Meeting Date: July 13, 2020

Prepared By: Donna Barkley

Approved By: _____

- ☐ Presentation, Report and/or Discussion Only
- ☐ Public Hearing/Related Action
- ■ Individual Discussion/Action
- ☐ Consent
- ☐ Executive Session

Caption:

Consider action on the Open Meetings Act Resolution

Background Information:

Attached is the Open Meetings Act Resolution. City Attorney David Cherry recommends that this item be placed on each meeting agenda and that it be adopted at each meeting.

Financial Impact:

Total of Proposed Expenditure:	$
Amount Budgeted:	$
Account No.:	#
If not budgeted, other funding options:	

Staff Recommendation:

Adopt the Open Meetings Act Resolution.

OPEN MEETINGS ACT RESOLUTION

RESOLVED, that it is hereby officially found and determined that the meeting at which this resolution is adopted was noticed and has been open to the public as required by law.

PASSED AND APPROVED this the 13th day of July 2020.

THE CITY OF WOODWAY, TEXAS

By_____
MAYOR

ATTEST:

_____
CITY SECRETARY