



MEETING AGENDA
City Council
REGULAR SESSION CITY COUNCIL
March 28, 2023

HAL BALDWIN MUNICIPAL COMPLEX CIVIC CENTER
BLUEBONNET ROOM
1400 SCHERTZ PARKWAY BUILDING #5
SCHERTZ, TEXAS 78154

CITY OF SCHERTZ CORE VALUES

Do the right thing
Do the best you can
Treat others the way you want to be treated
Work cooperatively as a team

AGENDA
TUESDAY, MARCH 28, 2023 at 6:00 p.m.

Call to Order

Opening Prayer and Pledges of Allegiance to the Flags of the United States and State of Texas.
(Councilmember Heyward)

City Events and Announcements

- Announcements of upcoming City Events (B.James/S.Gonzalez)
- Announcements and recognitions by the City Manager (S.Williams)
- Announcements and recognitions by the Mayor (R.Gutierrez)

Hearing of Residents

This time is set aside for any person who wishes to address the City Council. Each person should fill out the speaker's register prior to the meeting. Presentations should be limited to no more than 3 minutes.

All remarks shall be addressed to the Council as a body, and not to any individual member thereof. Any person making personal, impertinent, or slanderous remarks while addressing the Council may be requested to leave the meeting.

Discussion by the Council of any item not on the agenda shall be limited to statements of specific factual information given in response to any inquiry, a recitation of existing policy in response to an

inquiry, and/or a proposal to place the item on a future agenda. The presiding officer, during the Hearing of Residents portion of the agenda, will call on those persons who have signed up to speak in the order they have registered.

Consent Agenda Items

The Consent Agenda is considered self-explanatory and will be enacted by the Council with one motion. There will be no separate discussion of these items unless they are removed from the Consent Agenda upon the request of the Mayor or a Councilmember.

1. **Minutes** – Consideration and/or action regarding the approval of the March 14, 2023, regular meeting minutes. (S.Edmondson/S.Courney)
2. **Appointment/Reappointment For Boards/Commissions/Committees** (S.Edmondson)
 - Accept resignation of Pete Perez of the Schertz Historical Preservation Committee.
3. **Resolution 23-R-33** - Consideration and/or action by the City Council of the City of Schertz, Texas approving a Resolution authorizing EMS debt revenue adjustments, Utility Billing debt revenue adjustments and Schertz Magazine Debt Revenue Adjustments. (S.Gonzalez/J.Walters)
4. **Resolution 23-R-26** - Consideration and/or action by the City Council of the City of Schertz, Texas, to approve a Resolution approving National Emergency Management and Response (National EMR) as an EMS Provider in the City of Schertz. (S.Williams/J.Mabbitt)
5. **Resolution 23-R-02** - Consideration and/or action by the City Council of the City of Schertz, Texas approving a Resolution authorizing Subdivision Improvement Agreements with 2020 F1 Graytown, LLC for Graytown Subdivision Unit 1A and Graytown Subdivision Unit 3A. (S.Williams/B.James)
6. **Resolution 23-R-27** - Consideration and/or action by the City Council of the City of Schertz, Texas, approving a Resolution authorizing the City Manager to execute settlement participation forms from opioid settlement agreements secured by the office of the Attorney General. (S.Williams/J.Mabbitt)
7. **Ordinance 23-S-04** - Consideration and/or action by the City Council of the City of Schertz, Texas approving an Ordinance to rezone approximately 87 acres of land from General Business District (GB) and Single-Family Residential / Agricultural District (RA) to General Business District II (GB-2), located approximately 4,000 feet west of the intersection of IH-10 Access Road and FM 1518, also known as Bexar County Property Identification Number 619249, also known as 12625 IH-10E, City of Schertz, Bexar County, Texas. (***Final Reading***) (B.James/ L.Wood/ E.Delgado)

8. **Resolution 23-R-23** - Consideration and/or action by the City Council of the City of Schertz, Texas approving a Resolution for an agreement with SHI for the Microsoft Office365 Contract Renewal. (B.James/ D.HardinTrussell/J.Bluebird)
9. **Resolution 23-R-29** - Consideration and/or action by the City Council of the City of Schertz, Texas approving the amendment to the contract with Scientel Solutions for the Schertz Master Communications Plan. (B.James/ D.HardinTrussell/J. Bluebird)
10. **Resolution 23-R-32** - Consideration and/or action by the City Council of the City of Schertz, Texas approving a Resolution authorizing an amendment to the Schertz Main Street Local Flavor Economic Development Grant for 507 Main Street. (S.Williams/B.James)
11. **Resolution 23-R-30** - Consideration and/or action by the City Council of the City of Schertz, Texas approving a Resolution authorizing a contract with CC Carlton Industries relating to the FM 2252 TXDOT Utility Adjustments: Water Line Relocation Project and authorizing the expenditures for the project. (B.James/K.Woodlee/E.Schulze)
12. **Resolution 23-R-31** - Consideration and/or action by the City Council of the City of Schertz, Texas approving a Resolution requesting approval of a Schertz Main Street Local Flavor Economic Development Grant for 409 Main Street. (S.Williams/B.James)

Roll Call Vote Confirmation

Workshop

13. Workshop Discussion on a Resident Initiated Public Improvement District (PID) in Northcliffe. (S.Williams/B.James)
14. City Staff will conduct a workshop to discuss the pre-budget development and prioritization process. (S.Williams/Executive Team)
15. **Information available in City Council Packets - NO DISCUSSION TO OCCUR**

Requests and Announcements

- Announcements by the City Manager
- Requests by Mayor and Councilmembers for updates or information from Staff
- Requests by Mayor and Councilmembers that items or presentations be placed on a future City Council agenda
- Announcements by Mayor and Councilmembers
 - City and Community Events attended and to be attended
 - City Council Committee and Liaison Assignments (see assignments below)
 - Continuing Education Events attended and to be attended

- Recognition of actions by City Employees
- Recognition of actions by Community Volunteers

Adjournment

CERTIFICATION

I, SHEILA EDMONDSON, CITY SECRETARY OF THE CITY OF SCHERTZ, TEXAS, DO HEREBY CERTIFY THAT THE ABOVE AGENDA WAS PREPARED AND POSTED ON THE OFFICIAL BULLETIN BOARDS ON THIS THE 24th DAY OF MARCH 2023 AT 5:00 P.M., WHICH IS A PLACE READILY ACCESSIBLE TO THE PUBLIC AT ALL TIMES AND THAT SAID NOTICE WAS POSTED IN ACCORDANCE WITH CHAPTER 551, TEXAS GOVERNMENT CODE.

SHEILA EDMONDSON

I CERTIFY THAT THE ATTACHED NOTICE AND AGENDA OF ITEMS TO BE CONSIDERED BY THE CITY COUNCIL WAS REMOVED BY ME FROM THE OFFICIAL BULLETIN BOARD ON ____ DAY OF _____, 2023.

TITLE: _____

This facility is accessible in accordance with the Americans with Disabilities Act. Handicapped parking spaces are available. If you require special assistance or have a request for sign interpretative services or other services, please call 210-619-1030.

The City Council for the City of Schertz reserves the right to adjourn into closed session at any time during the course of this meeting to discuss any of the matters listed above, as authorized by the Texas Open Meetings Act.

Closed Sessions Authorized: This agenda has been reviewed and approved by the City's legal counsel and the presence of any subject in any Closed Session portion of the agenda constitutes a written interpretation of Texas Government Code Chapter 551 by legal counsel for the governmental body and constitutes an opinion by the attorney that the items discussed therein may be legally discussed in the closed portion of the meeting considering available opinions of a court of record and opinions of the Texas Attorney General known to the attorney. This provision has been added to this agenda with the intent to meet all elements necessary to satisfy Texas Government Code Chapter 551.144(c) and the meeting is conducted by all participants in reliance on this opinion.

COUNCIL COMMITTEE AND LIAISON ASSIGNMENTS

Mayor Gutierrez Audit Committee Board of Adjustments Investment Advisory Committee Main Street Committee Senior Center Advisory Board-Alternate	Councilmember Davis-Place 1 Interview Committee for Boards and Commissions Main Street Committee - Chair Parks & Recreation Advisory Board Schertz Housing Authority Board Transportation Safety Advisory Commission TIRZ II Board
Councilmember Watson-Place 2 Audit Committee Library Advisory Board Senior Center Advisory Board Cibolo Valley Local Government Corporation-Alternate	Councilmember Whittaker-Place 3 Historical Preservation Committee Interview Committee for Boards and Commissions TIRZ II Board
Councilmember Dahle-Place 4 Cibolo Valley Local Government Corporation Interview Committee for Boards and Commissions Planning & Zoning Commission TIRZ II Board	Councilmember Scagliola-Place 5 Animal Advisory Commission - Alternate Hal Baldwin Scholarship Committee Schertz-Seguín Local Government Corporation

Councilmember Heyward-Place 6

Animal Advisory Commission

Audit Committee

Building and Standards Commission

Economic Development Corporation - Alternate

Investment Advisory Committee

Main Street Committee

Interview Committee for Boards and Commissions-Alternate

Senior Center Advisory Board-Alternate

Councilmember Brown-Place 7

Economic Development Corporation

Main Street Committee

Schertz-Seguin Local Government Corporation - Alternate

CITY COUNCIL MEMORANDUM

City Council Meeting: March 28, 2023
Department: City Secretary
Subject: Minutes – Consideration and/or action regarding the approval of the March 14, 2023, regular meeting minutes. (S.Edmondson/S.Courney)

Attachments

Draft minutes 03-14-2023

DRAFT

MINUTES REGULAR MEETING March 14, 2023

A Regular Meeting was held by the Schertz City Council of the City of Schertz, Texas, on March 14, 2023, at 6:00 p.m. in the Hal Baldwin Municipal Complex, Municipal Courtroom, 1400 Schertz Parkway, Building #1, Schertz, Texas. The following members present to-wit:

Present: Mayor Ralph Gutierrez; Mayor Pro-Tem Tim Brown; Councilmember Mark Davis; Councilmember Michelle Watson; Councilmember David Scagliola; Councilmember Allison Heyward

Absent: Councilmember Jill Whittaker; Councilmember Michael Dahle

City City Manager Steve Williams; Deputy City Manager Brian James; Assistant City
Staff: Manager Sarah Gonzalez; City Attorney Daniel Santee; City Secretary Sheila
 Edmondson; Deputy City Secretary Sheree Courney

Call to Order

Mayor Gutierrez called the meeting to order at 6:00 p.m.

Opening Prayer and Pledges of Allegiance to the Flags of the United States and State of Texas (Councilmember Scagliola)

Mayor Gutierrez recognized Councilmember David Scagliola who provided the opening prayer followed by the Pledges of Allegiance to the Flags of the United States and the State of Texas.

Proclamations:

- National Procurement Month March 2023

Mayor Gutierrez presented the National Procurement Month Proclamation for the month of March to Ms. Jessica Kurz, Ms. Julie Gohlke, Ms. Nancy Tumlinson, and Ms. Angela Perrone. Ms. Gohlke accepted the proclamation and thanked the Procurement staff for their support.

City Events and Announcements

- Announcements of upcoming City Events (B. James/S. Gonzalez)

Mayor Gutierrez recognized Deputy City Manager Brian James who provided the following:

Monday, March 20th

Employee Remembrance Day Ceremony
Schertz Civic Center
12:00 p.m.

Friday, March 24th
City Council Pre-budget Retreat
Schertz Civic Center
8:30 a.m. - 4:30 p.m.

Saturday, March 25th
Star Party
Crescent Bend Park, 12805 Schaefer Road
7:30 p.m. - 10:30 p.m.

Tuesday, March 28th
City Council Meeting
Council Chambers
6:00 p.m.

- Announcements and recognitions by the City Manager (S. Williams)

Mayor Gutierrez recognized City Manager Steve Williams who congratulated staff who were promoted in the month of February: Alanna Sumner, Sheree Courney, John Von Hoven, Patricio Wilson, Myron Boerger, Eric Herzog, Andy Cook, Levi Flickinger, Chuck Liles, and Karen Quinones.

- Announcements and recognitions by the Mayor (R. Gutierrez)

Mayor Gutierrez thanked city staff, supporters and runners who participated in Operation Comfort 5k.

Hearing of Residents

This time is set aside for any person who wishes to address the City Council. Each person should fill out the speaker's register prior to the meeting. Presentations should be limited to no more than **3** minutes.

All remarks shall be addressed to the Council as a body, and not to any individual member thereof. Any person making personal, impertinent, or slanderous remarks while addressing the Council may be requested to leave the meeting.

No residents registered to speak.

Consent Agenda Items

The Consent Agenda is considered self-explanatory and will be enacted by the Council with one motion. There will be no separate discussion of these items unless they are removed from the Consent Agenda upon the request of the Mayor or a Councilmember.

Mayor Gutierrez read Consent Agenda Items #1 - 5 for the record.

1. **Minutes** – Consideration and/or action regarding the approval of the following minutes from the regular meeting on March 7, 2023. (S. Edmondson/S.Courney)
2. **Appointment/Reappointment For Boards/Commissions/Committees** (S.Edmondson)
 - Accept resignation of Patricia Barnes of the Schertz Historical Preservation Committee.
3. **Resolution 23-R-28** - Consideration and/or action by the City Council of the City of Schertz, TX, approving a Resolution awarding a contract to Linebarger, Goggan, Blair & Sampson, LLP for court collection agency services (S. Gonzalez/J. Walters)
4. **Resolution 23-R-16** - Consideration and/or action by the City Council of the City of Schertz, Texas approving amended and restated Bylaws of the Schertz Economic Development Corporation; and other matters therewith. (B. James/H. Malish)
5. **Resolution 23-R-24** - Consideration and/or action by the City Council of the City of Schertz, Texas, authorizing the City Manager to enter into Standard Utility Agreement with the State of Texas for the relocation of utilities – specifically the Riata Lift Station – along IH 35 in preparation for the IH 35 NEX Project. (B.James/K.Woodlee/E.Schulze)

Mayor Gutierrez asked for a motion to approve Consent Agenda Items #1-5.

Moved by Councilmember Mark Davis, seconded by Councilmember Allison Heyward

AYE: Mayor Pro-Tem Tim Brown, Councilmember Mark Davis, Councilmember Michelle Watson, Councilmember David Scagliola, Councilmember Allison Heyward

Passed

Discussion and Action Items

6. **Ordinance 23-S-07-** Consideration and/or action by the City Council of the City of Schertz, Texas on an Ordinance to amend Part III, Schertz Code of Ordinances, the Unified Development Code (UDC) Article 5 Zoning Districts, Subsections 21.5.2, 21.5.5 and 21.5.11; Article 9 Site Design Standards, Subsection 21.9.7 and 21.9.10; Article 10 Parking Standards, Subsections 21.10.2, 21.10.3, 21.10.4, 21.10.7.C and 21.10.9; and Article 14 Transportation, Subsection 21.14.3. **(Final Reading)** (B. James/S. Williams)

Mayor Gutierrez stated this Ordinance was being addressed as three separate motions.

Mayor Gutierrez opened the floor to Council for discussion on reducing the size of parking spots from 10x20 to 9x18. No discussion occurred.

Mayor Gutierrez asked for a motion to approve the reduction of parking spot size from 10x20 to 9x18. Motion was made by Councilmember Heyward and seconded by Councilmember Watson.

AYE: Mayor Pro-Tem Tim Brown, Councilmember Michelle Watson,
Councilmember Allison Heyward

NAY: Councilmember Mark Davis, Councilmember David Scagliola

Motion Passed: 3 - 2

Mayor Gutierrez opened the floor to Council for discussion regarding the reduction of required parking spots to 1.7 with a 5% variance for multifamily units.

Councilmember Scagliola expressed concerns with reducing the number of required parking spots from 2.5 to 1.7. Concerns were addressed by Deputy City Manager Brian James. Councilmember Scagliola suggested a compromise to reduce the number of spots to 2.0. Mayor Pro-Tem Brown supported concerns expressed by Councilmember Scagliola, adding that reducing the size of parking spaces and the number of required spots by 30% seemed excessive. Mayor Gutierrez provided some calculations for comparative purposes.

Mayor Gutierrez asked for a motion. Motion to approve a reduction of required parking spots from 2.5 to 2.0 without the 5% variance was made by Councilmember Scagliola and seconded by Councilmember Watson.

AYE: Councilmember David Scagliola, Councilmember Michelle Watson

NAY: Mayor Pro-Tem Tim Brown, Councilmember Mark Davis,
Councilmember Allison Heyward

Motion Does Not Pass: 2 - 3

Motion to approve a reduction of required parking spots from 2.5 to 2.0 with a 5% variance was made by Councilmember Davis and seconded by Councilmember Scagliola.

AYE: Mayor Pro-Tem Tim Brown, Councilmember Mark Davis,
Councilmember Michelle Watson, Councilmember David Scagliola,
Councilmember Allison Heyward

Motion Passed: 5 - 0

Mayor Gutierrez opened the floor for discussion to approve remaining articles listed in Ordinance No. 23-S-07.

No discussion occurred. Mayor Gutierrez asked for a motion to approve Ordinance No. 23-S-07 excluding Article 10 Parking Standards Subsections 21.10.2; 21.10.3; 21.10.4; 21.10.07.C, and 21.10.9

Moved by Councilmember Allison Heyward, seconded by Councilmember David Scagliola

AYE: Mayor Pro-Tem Tim Brown, Councilmember Mark Davis, Councilmember Michelle Watson, Councilmember David Scagliola, Councilmember Allison Heyward

Passed

Closed Session

Mayor Gutierrez recessed the meeting to closed session at 6:47 p.m.

7. The City Council will meet in closed session in accordance with Section 551.072, Texas Government Code deliberation regarding the purchase, exchange, lease, or value of Real Property for future roadways, roadway extensions, and roadway expansions.

Start time: 6:50 p.m.

End time: 7.04 p.m.

Reconvene into Regular Session

Mayor Gutierrez reconvened the meeting to regular session at 7:08 p.m.
No action taken.

Roll Call Vote Confirmation

Mayor Gutierrez recognized City Secretary Sheila Edmondson who provided roll call for Consent Agenda Items #1-5 and Agenda Item #6.

Information available in City Council Packets - NO DISCUSSION TO OCCUR

Requests and Announcements

- Announcements by the City Manager

City Manager Steve Williams stated that over 9,000 bills have been introduced this legislative session. He has assigned Linda Klepper to lead staff in monitoring bills most pertinent to municipalities.

- Requests by Mayor and Councilmembers for updates or information from Staff

No requests were made for updates or information from Staff.

- Requests by Mayor and Councilmembers that items or presentations be placed on a future City Council agenda

No requests were made for items or presentations to be placed on a future City Council agenda.

- Announcements by Mayor and Councilmember

Mayor Gutierrez thanked Mr. Williams for putting together a team to watch the legislative bills.

Councilmember Heyward attended the Agrip Risk Pool Conference in Orlando, FL. and is closely monitoring Legislative bills.

Councilmember Scagliola represented Schertz at the Retama Festival in Selma.

Councilmember Watson attended the Northeast Partnership Luncheon.

Adjournment

Mayor Gutierrez adjourned the meeting at 7:16 p.m.

ATTEST:

Ralph Gutierrez, Mayor

Sheila Edmondson, City Secretary

CITY COUNCIL MEMORANDUM

City Council Meeting: March 28, 2023

Department: Finance

Subject: Resolution 23-R-33 - Consideration and/or action by the City Council of the City of Schertz, Texas approving a Resolution authorizing EMS debt revenue adjustments, Utility Billing debt revenue adjustments and Schertz Magazine Debt Revenue Adjustments. (S.Gonzalez/J.Walters)

BACKGROUND

In the EMS, Utility Billing, and Magazine functions, services are provided to customers up front and billing is settled later. Since services are provided before receiving payment, inevitably the City has customers that do not pay for the services provided.

When this occurs, staff reaches out to the customer to try to collect the outstanding payment including follow-up notices and phone calls to try to reach out to the customer to remind them of the outstanding balance and encourage payment. However, the longer the customer account goes without a payment the less likely that any payment will be received.

Once a customer account reaches 180 days without payment, Staff brings those accounts to the City Council to be “written off”. This process is an accounting procedure following the Generally Accepted Accounting Principles (GAAP), which lays the framework of accounting practices in the U.S. This designation means it is unlikely those outstanding balances will ever be collected. This leads to an accounting adjustment on the City’s Financial Statements to accurately show how much is still outstanding and is reasonable to expect collection.

If a customer’s account has been written off, this does not erase or forgive that debt. The city can and does collect some portion of the amount owed by those customers. This can be through the debt collection agency used by EMS or if the customer returns to the City and requests new services through the Magazine or Utility Billing.

On August 27, 2019, City Council approved the Schertz EMS Charity Care Policy. Approving the Charity Care Policy benefits our citizens who do not have insurance and do not have the ability to pay for ambulance services. In the past, these accounts were sent to collections and written off throughout year with little expectation to recover any revenue.

The resolution authorizes the debt for these areas that is more than 180 days outstanding as of September 1, 2022, to be written off. These write-offs come before council quarterly and last came before council on January 10, 2023.

Previous Write off Amount:

March 2020: \$616,900.00

June 2020: \$552,157.34

September 2020: \$605,161.66

December 2020: \$467,802.06

With Charity
Care

March 2021: \$1,330,234.88
June 2021: \$904,511.15
September 2021: \$750,502.47
December 2021: \$587,362.56
March 2022: \$675,977.28
June 2022: \$564,972.72
September 2022: \$842,197.07
December 2022: \$660,162.69
March 2023: \$709,180.00

Charity Care for March 2021 was for an entire year, August 2019 through July 2020. For June 2021, Charity Care was for 5 months, August 2020 through December 2021. Going forward, these adjustments have been done quarterly.

GOAL

To approve write-offs of bad debt in accordance with the standards laid out by GAAP.

COMMUNITY BENEFIT

This will show the City's Financial Statements according to national standards and City policy.

SUMMARY OF RECOMMENDED ACTION

Approve Resolution No. 23-R-33 to write off receivables that are older than 180 days.

FISCAL IMPACT

This accounting adjustment will not affect the City's Budget or financial standing. The amount written off is estimated during the budget process and is accounted for in the revenue estimations and the bad debt expense accounts. The action taken tonight will reduce the amount shown as owed to the City by \$709,180.00 and set it equal to the amount seen as still reasonably collectible. The breakdown is as follows:

EMS - \$414,943.41
EMS Charity Care - \$258,363.03
Utility Billing - \$35,873.56
Magazine - \$0.00

RECOMMENDATION

Staff recommends Council approve Resolution No.23-R-33.

Attachments

Resolution 23-R-33

RESOLUTION NO. 23-R-33

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS AUTHORIZING EMS DEBT REVENUE ADJUSTMENTS, UTILITY BILLING DEBT REVENUE ADJUSTMENTS AND SCHERTZ MAGAZINE DEBT REVENUE ADJUSTMENTS FOR CERTAIN INACTIVE OUTSTANDING RECEIVABLES AND OTHER MATTERS IN CONNECTION THEREWITH.

WHEREAS, the City staff of the City of Schertz (the “City”) has recommended that the City maintains quarterly debt revenue adjustments for inactive outstanding accounts; and

WHEREAS, The Centers for Medicare and Medicaid Services requires a charity care policy to continue participating in the Texas Ambulance Services Supplemental Payment Program (TASSPP); and

WHEREAS, the City Council has determined that it is in the best interest of the City that all inactive outstanding accounts after 180 days nonpayment will be sent to City Council for consideration for write offs.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS THAT:

Section 1. The City Council hereby authorizes the write off, including Charity Care, in the amount and distribution of accounts below:

<i>Function</i>	<i>Amount</i>
EMS	\$414,943.41
Charity Care	\$258,363.03
Utility Billing	\$35,873.56
Magazine	\$0.00
Total	\$709,180.00

Section 2. The recitals contained in the preamble hereof are hereby found to be true, and such recitals are hereby made a part of this Resolution for all purposes and are adopted as a part of the judgment and finding of the City Council.

Section 3. All resolutions or parts thereof, which are in conflict or inconsistent with any provision of this Resolution are hereby repealed to the extent of such conflict, and the provisions of this Resolution shall be and remain controlling as to the matters resolved herein.

Section 4. This Resolution shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

Section 5. If any provision of this Resolution or the application thereof to any person or circumstance shall be held to be invalid, the remainder of this Resolution and the application of such provision to other persons and circumstances shall nevertheless be valid, and the City Council hereby declares that this Resolution would have been enacted without such invalid provision.

Section 6. It is officially found, determined, and declared that the meeting at which this Resolution is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Resolution, was given, all as required by Chapter 551, Texas

Section 7. This Resolution shall be in force and effect from and after its final passage, and it is so resolved.

PASSED AND ADOPTED, this 28th day of March, 2023.

CITY OF SCHERTZ, TEXAS

Ralph Gutierrez, Mayor

ATTEST:

Sheila Edmondson, City Secretary

CITY COUNCIL MEMORANDUM

City Council Meeting: March 28, 2023
Department: Emergency Medical Services
Subject: Resolution 23-R-26 - Consideration and/or action by the City Council of the City of Schertz, Texas, to approve a Resolution approving National Emergency Management and Response (National EMR) as an EMS Provider in the City of Schertz. (S.Williams/J.Mabbitt)

BACKGROUND

The Texas Administrative Code (RULE §157.11) requires ambulance providers to obtain permission from a municipality where the provider is located.

First Day Foundation a 5013c organization (formerly BCFS) has headquarters in Schertz (7451 FM 3009) and has been providing support for the state of Texas for several years. Most recently in support of migrant sheltering on the border. They will also provide disaster response as tasked by the Texas Division of Emergency Management or FEMA.

As part of these support functions, they have ambulances that provide the necessary medical support dependent on the mission and those ambulances are required to be licensed by the Department of State Health Services (DSHS).

They will not compete with, interfere with or adversely affect EMS in Schertz.

GOAL

To approve National EMR as an EMS Provider in the city of Schertz.

COMMUNITY BENEFIT

The addition of another licensed emergency medical services provider will provide additional EMS capability for the city of Schertz and surrounding areas that we can access during times of disaster or significant incidents.

SUMMARY OF RECOMMENDED ACTION

Consideration and/or action approving National Emergency Management and Response (National EMR) as an EMS Provider in the city of Schertz.

RECOMMENDATION

Recommended that City Council approve Resolution 23-R-26.

Attachments

Approval Letter
Resolution 23-R-26

<Date>

Texas Department of State Health Services
Office of EMS/Trauma Systems Coordination
PO Box 149347
Austin, TX 78714-9347

Re: Letter of Approval from Local Government Entity: National Emergency Management and Response (National EMR)

To Whom It May Concern,

This letter serves as official notice that National EMR has informed the City of Schertz that they will be operating Emergency Medical Services when tasked by a governmental entity.

National EMR has stated that their units are not utilized to transport patients for hire but are utilized when National EMR is operating under official governmental tasking during disasters or significant critical incidents.

It is the determination of the governing body of the City of Schertz, Texas that National EMR:

1. Will not compete with, interfere with, or adversely affect the provision of emergency medical services by the licensed emergency medical services provider(s) within Comal County, Texas.
2. The addition of another licensed emergency medical services provider will provide additional EMS capability for governmental agencies to access during times of disaster or significant incidents.
3. The addition of another licensed emergency medical services provider will not cause an oversupply of licensed emergency medical services providers in the City of Schertz, Texas, as National EMR resources will not be directly available to the public.

It is therefore APPROVED for National EMR to operate Emergency Medical Services in Schertz, Texas under official governmental tasking and/or mutual aid requests during disasters or significant incidents.

Respectfully,

<Name>

<Title>

RESOLUTION NO. 22-R-26

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS APPROVING NATIONAL EMERGENCY MANAGEMENT AND RESPONSE (NATIONAL EMR) AS AN EMS PROVIDER IN THE CITY OF SCHERTZ.

WHEREAS, the Department of State Health Services requires ambulance providers to seek permission from municipalities where the provider is located; and

WHEREAS, National Emergency Management and Response (National EMR) has requested permission from the city of Schertz for their ambulance provider license; and

WHEREAS, National EMR will not compete with, interfere with or adversely affect EMS in Schertz; and

WHEREAS, National EMR could be utilized as an additional EMS provider during times of disaster or significant incidents.

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

Section 1. The City Council hereby approves National Emergency Management and Response (National EMR) as an EMS provider in the city of Schertz.

Section 2. The recitals contained in the preamble hereof are hereby found to be true, and such recitals are hereby made a part of this Resolution for all purposes and are adopted as a part of the judgment and findings of the City Council.

Section 3. All resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Resolution are hereby repealed to the extent of such conflict, and the provisions of this Resolution shall be and remain controlling as to the matters resolved herein.

Section 4. This Resolution shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

Section 5. If any provision of this Resolution or the application thereof to any person or circumstance shall be held to be invalid, the remainder of this Resolution and the application of such provision to other persons and circumstances shall nevertheless be valid, and the City Council hereby declares that this Resolution would have been enacted without such invalid provision.

Section 6. It is officially found, determined, and declared that the meeting at which this Resolution is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Resolution, was given, all as required by Chapter 551, Texas Government Code, as amended.

Section 7. This Resolution shall be in force and effect from and after its final passage, and it is so resolved.

PASSED AND ADOPTED, this 28th day of March, 2023.

CITY OF SCHERTZ, TEXAS

Ralph Gutierrez, Mayor

ATTEST:

Sheila Edmondson, City Secretary

CITY COUNCIL MEMORANDUM

City Council Meeting: March 28, 2023
Department: Executive Team
Subject: Resolution 23-R-02 - Consideration and/or action by the City Council of the City of Schertz, Texas approving a Resolution authorizing Subdivision Improvement Agreements with 2020 F1 Graytown, LLC for Graytown Subdivision Unit 1A and Graytown Subdivision Unit 3A. (S.Williams/B.James)

BACKGROUND

2020 F1 Graytown, LLC is the developer of the Graytown Subdivision in southern Schertz. The development is approximately 225 acres generally located on the south side of Graytown Road between IH-10 and Boenig Road. The majority of the project is to be a single family residential development, but two tracts totaling approximately 18.5 acres are zoned for commercial.

The developer is seeking to defer improvements to Boenig Drive that are triggered by the platting of Unit 1A, for up to two and a half years, to July 1, 2025. The Subdivision Improvement Agreement obligates them to start construction by January 1, 2024 or in conjunction with development of Unit 2, whichever comes first. Similarly, the developer is seeking to defer improvements to Graytown Road that are triggered by the platting of Unit 3A, for up to two and a half years, to July 1, 2025. The Subdivision Improvement Agreement obligates them to start construction by January 1, 2024 or in conjunction with development of Unit 4, whichever comes first.

Staff is recommending approval of these agreements as there is little benefit to the developer constructing such short sections of road with each plat - Units 1A and 3A. Rather it is more cost-effective and less disruptive of traffic to construct longer sections with Units 2 and 4.

GOAL

Provide for the orderly development of infrastructure within the City of Schertz.

COMMUNITY BENEFIT

Provide for development of infrastructure in a timely, cost-effective manner.

SUMMARY OF RECOMMENDED ACTION

Staff recommends approval of Resolution 23-R-02 authorizing the City Manager to enter into Subdivision Improvement Agreements with 2020 F1 Graytown, LLC for Graytown Subdivision Units 1A and 3A.

FISCAL IMPACT

The developer is putting up a surety for 125% of the cost of the public improvements being deferred for each plat. If the City has to call in the surety in the event of a default and costs exceed 125% the City might have to cover the difference and then try to recoup the difference from the developer.

RECOMMENDATION

Approval of Resolution 23-R-02.

Attachments

Resolution 23-R-02

Graytown 1A Subdivision IA

Graytown 3A Subdivision IA

RESOLUTION NO. 23-R-02

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS AUTHORIZING SUBDIVISION IMPROVEMENT AGREEMENTS WITH 2020 F1 GRAYTOWN, LLC FOR GRAYTOWN UNIT 1A AND UNIT 3A IN THE CITY OF SCHERTZ, TEXAS, AND RELATED MATTERS IN CONNECTION THEREWITH

WHEREAS, the Landowner desires to defer certain dedication and public improvements obligations for Graytown Units 1A and 3A; and

WHEREAS, pursuant to Section 21.4.15 of the City's Unified Development Code, the obligation to dedicate and construct improvements for the Subdivision may be deferred if an Improvement Agreement is executed and if sufficient surety is provided to secure the obligation to construct the improvements; and

WHEREAS, the City staff of the City of Schertz has recommended that the City enter into a Subdivision Improvement Agreement.

NOW THEREFORE, BE IT RESOLVED, THAT THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS THAT:

Section 1. The City Council hereby authorizes the City Manager to execute the agreements generally in the form attached subject to approval of minor changes approved by the City Attorney as shown on Exhibit "A".

Section 2. The recitals contained in the preamble hereof are hereby found to be true, and such recitals are hereby made a part of this Resolution for all purposes and are adopted as a part of the judgment and findings of the City Council.

Section 3. All resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Resolution are hereby repealed to the extent of such conflict, and the provisions of this Resolution shall be and remain controlling as to the matters resolved herein.

Section 4. This Resolution shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

Section 5. If any provision of this Resolution or the application thereof to any person or circumstance shall be held to be invalid, the remainder of this Resolution and the application of such provision to other persons and circumstances shall nevertheless be valid, and the City Council hereby declares that this Resolution would have been enacted without such invalid provision.

Section 6. It is officially found, determined, and declared that the meeting at which this Resolution is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Resolution, was given, all as required by Chapter 551, Texas Government Code, as amended.

Section 7. This Resolution shall be in force and effect from and after its final passage, and it is so resolved.

PASSED AND ADOPTED, this 28th day of March, 2023.

CITY OF SCHERTZ, TEXAS

Ralph Gutierrez, Mayor

ATTEST:

Sheila Edmondson, City Secretary

(CITY SEAL)

Exhibit A

1. Ownership of the Property. The Owner hereby represents and warrants that, as of the Effective Date, it has not conveyed, assigned, or transferred all or any portion of its interest in the Property to any other person or entity (any such person or entity referred to herein as “Purchaser”), nor is it a party to any contract or other understanding to do so that is not subject to this Agreement.

2. Construction of Improvements; Covenants. The Owner and the City covenant and agree to the following:

- a) The Owner is obligated by Section 21.12.10 of the City’s Unified Development Code to construct, or cause to be constructed, improvements to Boenig Drive (such improvements shall be referred to herein as the “Improvements”).
- b) These improvements shall be constructed with Unit 2 of the development, or be initiated by the developer by January 1, 2024, whichever occurs first.
- c) The cost of the Improvements for **Graytown Subdivision Unit 1A** is estimated to be **One Hundred Forty-Eight Thousand Four Hundred Ninety-Eight and 61/100 Dollars (\$148,498.61)** (the “Cost Estimate”), as more particularly shown on **Exhibit “B”** attached hereto and made a part hereof for all purposes. The Owner and the City agree that the amount of the Cost Estimate set forth herein is a commercially reasonable estimate of the cost of the Improvements.
- d) In lieu of the Owner’s obligation to construct, or cause to be constructed, the Improvements, at or before the Final Plat Recordation, Owner shall provide to the City, concurrent with the execution of this Agreement, surety in the form attached hereto as **Exhibit “C”** (the “Surety”) in an amount equal to 125% of the Cost Estimate amount **One Hundred Eighty-Five Thousand Six Hundred Twenty-Three and 26/100 Dollars (\$185,623.26)** (the “Improvement Funds”).
- e) Owner requests to defer the start of construction of the public improvements until January 1, 2024 or the start of Construction of Graytown Subdivision Unit 2, whichever occurs first in accordance with the Construction Plans and in full compliance with City of Schertz Unified Development Code Section 21.4.15, which is incorporated by reference herein as though fully set forth in this Section of this Agreement. For the purpose of clarification, and in no way limiting Owner’s obligations under Section 21.4.15, the Parties agree that full completion of construction of the Improvements shall not occur until the City accepts the Improvements in the manner prescribed in Section 21.4.15. D., and Owner provides a warranty bond) which shall be exactly twenty percent (20%) of the Cost Estimate.
- f) Owner agrees to complete the Improvements by July 1, 2025.

g) In the event Owner fails to begin the construction of the Improvements by January 1, 2024 or in conjunction with Unit 2, whichever occurs first, or complete the Improvements by July 1, 2025 in the manner prescribed herein, City may declare this Agreement to be in default and at the City's sole discretion:

- (i) require that all Improvements be installed by Owner regardless of the extent of completion of the improvements on the Property at the time the Agreement is declared to be in default;
- (ii) unilaterally draw from the Improvement Funds sufficient amount to complete the Improvements itself or through a third party; or
- (iii) assign the Improvement Funds to any third party, including a subsequent owner of the Property, provided that such Improvements Funds shall only be assigned for the purpose of causing the construction of the Improvements by such third party and for no other purpose and in exchange for the subsequent owner's agreement and posting of security to complete the Improvements.

h) Within 30 days of the City's acceptance of the Improvements, the City shall release the Surety to Owner and the Parties shall have no further obligation to each other under this Agreement.

3. Approval of Agreement. The City has approved the execution and delivery of this Agreement pursuant to Section 21.4.15(C.)(2.) of the City's Unified Development Code, and the Owner represents and warrants that it has taken all necessary action to authorize its execution and delivery of this Agreement.

4. Governmental Immunity. The City does not waive or relinquish any immunity or defense on behalf of itself, its officers, employees, Councilmembers, and agents as a result of the execution of this Agreement and the performance of the covenants and actions contained herein.

5. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, representatives, successors, and assigns, and the terms hereof shall run with the Property.

6. Counterparts. This Agreement may be executed in any number of counterparts with the same effect as if all signatory parties had signed the same document. All counterparts shall be construed together and shall constitute one and the same Agreement.

7. Integration. This Agreement is the complete agreement between the parties as to the subject matter hereof and cannot be varied except by the written agreement of the Owner and the City. The Owner and the City each agrees that there are no oral agreements, understandings, representations or warranties which are not expressly set forth herein.

8. Notices. Any notice or communication required or permitted hereunder shall be deemed to be delivered three (3) days after such notice is deposited in the United

States mail, postage fully prepaid, registered or certified mail return receipt requested, and addressed to the intended recipient at the address shown herein. Any address for notice may be changed by written notice delivered as provided herein. All notices hereunder shall be in writing and served as follows:

If to the Owner:

2020 FI Graytown, LLC
11 Lyn Batts Lane, Suite 100
San Antonio, TX 78218

If to the City:

CITY OF SCHERTZ
1400 Schertz Parkway
Schertz, Texas 78154
Attention: City Manager

With copy to:

Denton Navarro Rocha Bernal & Zech, P.C.
2517 N. Main Avenue
San Antonio, Texas 78212
Attention: T. Daniel Santee

9. Legal Construction. If any provision in this Agreement is for any reason unenforceable, to the extent the unenforceability does not destroy the basis of the bargain among the parties, such unenforceability will not affect any other provision hereof, and this Agreement will be construed as if the unenforceable provision had never been a part of this Agreement. Whenever the context requires, the singular will include the plural and neuter include the masculine or feminine gender, and vice versa. Article and section headings in this Agreement are for reference only and are not intended to restrict or define the text of any section. This Agreement will not be construed more or less favorably between the parties by reason of authorship or origin of language.

10. Recitals; Exhibits. Any recitals in this Agreement are represented by the parties hereto to be accurate, constitute a part of the parties' substantive agreement, and are fully incorporated herein as matters of contract and not mere recitals. Further, any exhibits to this Agreement are incorporated herein as matters of contract and not mere exhibits.

11. No Joint Venture. It is acknowledged and agreed by the parties that the terms hereof are not intended to, and shall not be deemed to, create a partnership or joint venture among the parties.

12. Choice of Law. This Agreement will be construed under the laws of the State of Texas without regard to choice-of-law rules of any jurisdiction. Venue shall be in

the State District Courts of Guadalupe County, Texas with respect to any lawsuit arising out of or construing the terms and provisions of this Agreement. No provision of this Agreement shall constitute consent by suit by any party.

[Signatures and acknowledgments on the following pages]

Signature Page to
Improvement Agreement

This Improvement Agreement has been executed by the parties as of the dates of the Acknowledgments to be effective as of the Effective Date.

Owner:

2020 FI Graytown, LLC

By: _____

Name: _____

Title: _____

Date: _____

THE STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on the ____ day of _____, 2023 by _____, the _____ of 2020 FI Graytown LLC, on behalf of said limited liability company.

(SEAL)

Notary Public in and for
The State of Texas

My Commission Expires:_____

Signature Page to
Improvement Agreement

This Improvement Agreement has been executed by the parties as of the dates of the Acknowledgments to be effective as of the Effective Date.

City:

CITY OF SCHERTZ,
a Texas municipal corporation

By: _____

Name: Steve Williams, its City Manager

Date: _____

THE STATE OF TEXAS §
 §
COUNTY OF GUADALUPE §

This instrument was acknowledged before me on the ____ day of _____, 2023 by Steve Williams, City Manager of the City of Schertz, Texas, a Texas municipal corporation, on behalf of said City.

(SEAL)

Notary Public in and for
The State of Texas

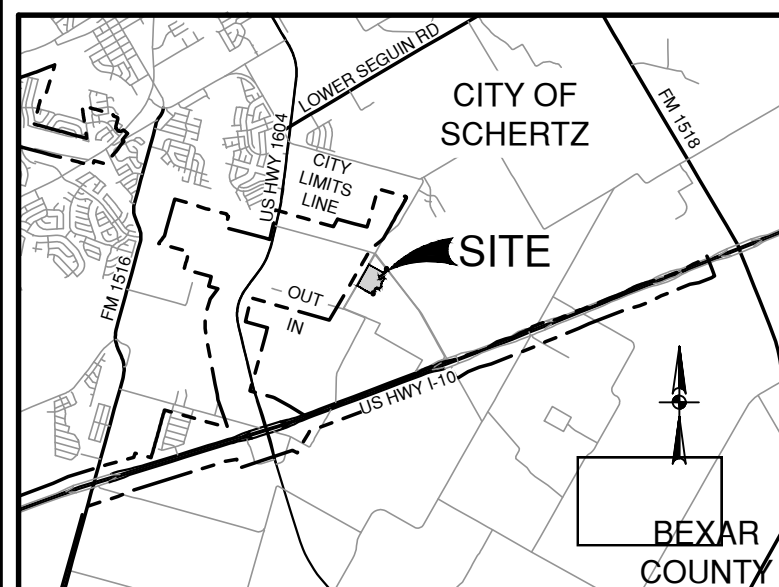
My Commission Expires:_____

EXHIBIT “A”

The Property

Approved Final Exhibit
and
Legal Metes and Bounds

[See attached]



LOCATION MAP
NOT-TO-SCALE

LEGEND

AC	ACRE(S)	VOL	VOLUME
BLK	BLOCK	PG	PAGE(S)
BSL	BUILDING SETBACK LINE	ROW	RIGHT-OF-WAY
CB	COUNTY BLK	●	FOUND 1/2" IRON ROD
DOC	DOCUMENT NUMBER	(SURVEYOR)	(UNLESS NOTED OTHERWISE)
DPR	DEED AND PLAT RECORDS	○	SET 1/2" IRON ROD (PD)
GETCTV	GAS, ELECTRIC, TELEPHONE AND CABLE TELEVISION	○	EASEMENT POINT OF INTERSECTION
OPR	OFFICIAL PUBLIC RECORDS OF REAL PROPERTY OF BEXAR COUNTY, TEXAS		
	CENTERLINE		
	EXISTING 100-YR FEMA FLOODPLAIN		

OWNER: VELMA DEVELOPMENT LLC
1202 W BITTERS RD STE 1200
SAN ANTONIO, TX 78216 8088
LAND USE: RESIDENTIAL
(VOLUME 14817, PAGE 2029 DPR)

SUMMERHILL SUBDIVISION UNIT 3
LAND USE: RESIDENTIAL
(VOL. 20001, PG 1290-1291, PR)

OWNER: VELMA DEVELOPMENT LLC
1202 W BITTERS RD STE 1200
SAN ANTONIO, TX 78216 8088
LAND USE: RESIDENTIAL
(VOLUME 14817, PAGE 2029 DPR)

902
(0.483 ACRES)
OPEN SPACE
(PERMEABLE)

±1405' TO THE INTERSECTION
OF GRAYTOWN & BOENIG DRIVE
901
(0.084 ACRES)
OPEN SPACE
(PERMEABLE)

STATE OF TEXAS
COUNTY OF BEXAR

I HEREBY CERTIFY THAT PROPER ENGINEERING CONSIDERATION HAS BEEN GIVEN THIS PLAT TO THE MATTERS OF STREETS, LOTS AND DRAINAGE LAYOUT, TO THE BEST OF MY KNOWLEDGE THIS PLAT CONFORMS TO ALL REQUIREMENTS OF THE UNIFIED DEVELOPMENT CODE, EXCEPT FOR THOSE VARIANCES GRANTED BY THE SCHERTZ PLANNING COMMISSION.

LICENSED PROFESSIONAL ENGINEER
CALEB M. CHANCE, PE 98401

STATE OF TEXAS
COUNTY OF BEXAR

I HEREBY CERTIFY THAT THE ABOVE PLAT CONFORMS TO THE MINIMUM STANDARDS SET FORTH BY THE TEXAS BOARD OF PROFESSIONAL LAND SURVEYING ACCORDING TO AN ACTUAL SURVEY MADE ON THE GROUND BY: PAPE-DAWSON ENGINEERS, INC.

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

REGISTERED PROFESSIONAL LAND SURVEYOR
TOM H. MILO, PLS 6819

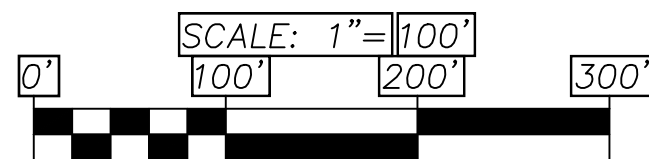
CPS:
1. CITY PUBLIC SERVICE BOARD (CPS ENERGY) - IS HEREBY DEDICATED EASEMENTS AND RIGHTS-OF-WAY FOR UTILITY, TRANSMISSION AND DISTRIBUTION INFRASTRUCTURE AND SERVICE FACILITIES IN THE AREAS DESIGNATED ON THIS PLAT AS "ELECTRIC EASEMENT," "ANCHOR EASEMENT," "SERVICE EASEMENT," "OVERHANG EASEMENT," "UTILITY EASEMENT," "GAS EASEMENT," "TRANSFORMER EASEMENT," "WATER EASEMENT," "SANITARY SEWER EASEMENT" AND/OR "RECYCLED WATER EASEMENT" FOR THE PURPOSE OF INSTALLING, CONSTRUCTING, RECONSTRUCTING, MAINTAINING, REMOVING, INSPECTING, PATROLLING, AND ERECTING UTILITY INFRASTRUCTURE AND SERVICE FACILITIES FOR THE REASONS DESCRIBED ABOVE. CPS ENERGY AND SAWS SHALL ALSO HAVE THE RIGHT TO RELOCATE SAID INFRASTRUCTURE AND SERVICE FACILITIES WITHIN EASEMENT AND RIGHT-OF-WAY AREAS, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS OVER GRANTOR'S ADJACENT LANDS FOR THE PURPOSE OF ACCESSING SUCH INFRASTRUCTURE AND SERVICE FACILITIES AND THE RIGHT TO REMOVE FROM SAID LANDS ALL TREES OR PARTS THEREOF, OR OTHER OBSTRUCTIONS WHICH ENDANGER OR MAY INTERFERE WITH THE EFFICIENCY OF WATER, SEWER, GAS, AND/OR ELECTRIC INFRASTRUCTURE AND SERVICE FACILITIES. NO BUILDING, STRUCTURE, CONCRETE SLABS, OR WALLS WILL BE PLACED WITHIN EASEMENT AREAS WITHOUT AN ENCROACHMENT AGREEMENT WITH THE RESPECTIVE UTILITY.
2. ANY CPS ENERGY OR SAWS MONETARY LOSS RESULTING FROM MODIFICATIONS REQUIRED OF CPS ENERGY OR SAWS INFRASTRUCTURE AND SERVICE FACILITIES, LOCATED WITHIN SAID EASEMENTS, DUE TO GRADE CHANGES OR GROUND ELEVATION ALTERATIONS SHALL BE CHARGED TO THE PERSON OR PERSONS DEEMED RESPONSIBLE FOR SAID GRADE CHANGES OR GROUND ELEVATION ALTERATIONS.
3. THIS PLAT DOES NOT AMEND, ALTER, RELEASE OR OTHERWISE AFFECT ANY EXISTING ELECTRIC, GAS, WATER, SEWER, DRAINAGE, TELEPHONE, CABLE TV EASEMENTS OR ANY OTHER EASEMENTS FOR UTILITIES UNLESS THE CHANGES TO SUCH EASEMENTS ARE DESCRIBED HEREON.
4. CONCRETE DRIVEWAY APPROACHES ARE ALLOWED WITHIN THE FIVE (5) AND TEN (10) FOOT WIDE ELECTRIC AND GAS EASEMENTS WHEN LOTS ARE SERVED ONLY BY UNDERGROUND ELECTRIC AND GAS FACILITIES.
5. ROOF OVERHANGS ARE ALLOWED WITHIN THE FIVE (5) AND TEN (10) FOOT WIDE ELECTRIC AND GAS EASEMENTS WHEN ONLY UNDERGROUND ELECTRIC AND GAS FACILITIES ARE PROPOSED OR EXISTING WITHIN THOSE FIVE (5) AND TEN (10) FOOT WIDE EASEMENTS.

UNDEVELOPED
REMAINDER OF
204.871 ACRES
2020 FI GRAYTOWN, LLC
(DOC # 20200277080)

DETAIL "A"
(SEE SHEET 1 OF 3)

901
(0.188 ACRES)
OPEN SPACE
(PERMEABLE)

OWNER: BARNETT GLENN H & JANET K
10650 BOENIG DR
SCHERTZ, TX 78154 6008
LAND USE: UNDEVELOPED
(VOLUME 2201, PAGE 542, OPR)



PAPE-DAWSON
ENGINEERS

SAN ANTONIO | AUSTIN | HOUSTON | FORT WORTH | DALLAS
2000 NW LOOP 410 | SAN ANTONIO, TX 78213 | 210.375.9000
TBPE FIRM REGISTRATION #470 | TBPLS FIRM REGISTRATION #10028800
DATE OF PREPARATION: July 19, 2022
BUILDABLE LOTS = 47 LOTS

CERTIFICATION BY CITY ENGINEER:

I, THE UNDERSIGNED, CITY ENGINEER OF THE CITY OF SCHERTZ, TEXAS HEREBY CERTIFY THAT THIS SUBDIVISION PLAT CONFORMS TO ALL REQUIREMENTS OF THE SUBDIVISION REGULATION AND THE CITY AS TO WHICH THIS APPROVAL REQUIRED.

CITY ENGINEER

STATE OF TEXAS
COUNTY OF BEXAR

I, (WE) THE OWNER(S) OF LAND SHOWN ON THIS PLAT, AND DESIGNATED HEREIN AS THE GRAYTOWN UNIT 1A OF SCHERTZ, TEXAS AND WHOSE NAME IS SUBSCRIBED HERETO, HEREBY DEDICATE FOR THE USE OF THE PUBLIC FOREVER ALL STREETS, ALLEYS, PARKS, WATERCOURSES, DRAINS, EASEMENTS, AND PUBLIC PLACES THEREON SHOWN FOR THE PURPOSE AND A CONSIDERATION THEREIN EXPRESSED.

OWNER/DEVELOPER: LLOYD A. DENTON, JR.
2020 FI GRAYTOWN, LLC
11 LYNN BATTIS LANE SUITE 100
SAN ANTONIO, TEXAS 78218
(210)828-6131

STATE OF TEXAS
COUNTY OF BEXAR

BEFORE ME, THE UNDERSIGNED AUTHORITY ON THIS DAY PERSONALLY APPEARED LLOYD A. DENTON, JR., KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE
DAY OF _____, 20__

NOTARY PUBLIC, BEXAR COUNTY, TEXAS

PLANNING AND ZONING COMMISSION:

THIS PLAT OF GRAYTOWN UNIT - 1A HAS BEEN SUBMITTED TO AND CONSIDERED BY THE PLANNING & ZONING COMMISSION OF THE CITY OF SCHERTZ, AND HEREBY APPROVED BY SUCH COMMISSION.

BY _____
CHAIRMAN

BY _____
SECRETARY

- | | | | |
|----|--|---|---|
| 1 | 14' GAS, ELECTRIC, TELEPHONE AND CABLE TV EASEMENT | 1 | 54' WIDE DRAINAGE EASEMENT (DOC NO. 20190112109, OPR) |
| 3 | 10' GAS, ELECTRIC, TELEPHONE AND CABLE TV EASEMENT | 2 | 14' GAS EASEMENT (DOC NO. 20190186859, OPR) |
| 5 | 1' VEHICULAR NON-ACCESS EASEMENT (NOT-TO-SCALE) | 3 | 20' WATER EASEMENT (DOC NO. _____) |
| 12 | RIGHT-OF-WAY DEDICATION (0.279 OF AN ACRE) | 4 | 25' DRAINAGE EASEMENT (DOC NO. _____) |
| | | 5 | VARIABLE WIDTH TURN AROUND, GRADING, ACCESS, SANITARY SEWER, WATER, DRAINAGE, GETCTV EASEMENT (DOC NO. _____) |
| | | 6 | 10' GAS, ELECTRIC, TELEPHONE AND CABLE TV EASEMENT (DOC NO. _____) |
| | | 7 | 16' SANITARY SEWER EASEMENT (DOC NO. _____) |
| | | 8 | 16' SANITARY SEWER EASEMENT (DOC NO. _____) |
| | | 9 | 20' SANITARY SEWER EASEMENT (VOL 17404, PG 2009, OPR) |

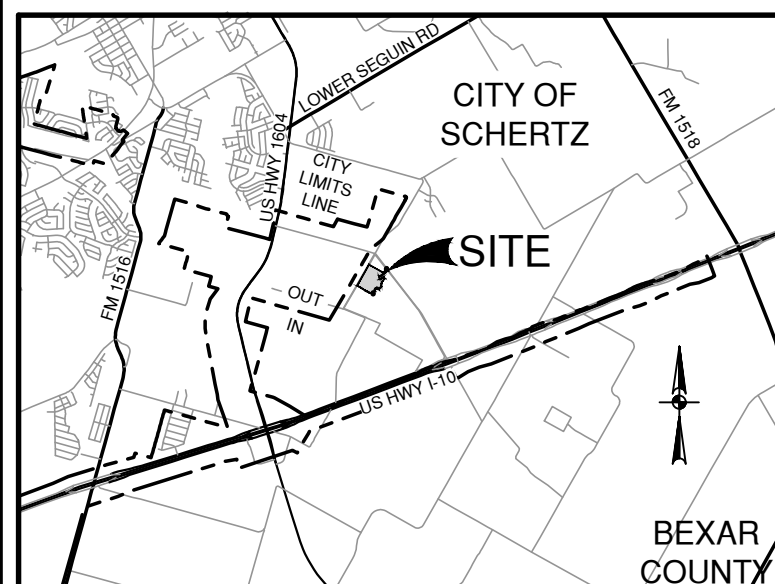
SUBDIVISION PLAT
OF
GRAYTOWN - UNIT 1A

BEING A TOTAL OF 22.148 AC TRACT OF LAND OUT OF A 204.795 AC TRACT CONVEYED TO 2020 FI GRAYTOWN, LLC BY DEED RECORDED IN DOCUMENT NUMBER 20200277080 OF THE OFFICIAL PUBLIC RECORDS OF BEXAR COUNTY, TEXAS, OUT OF THE ANTONIO ZAMORA SURVEY NO. 36, ABSTRACT 828, BEXAR COUNTY.

SEE SHEET 1 OF 3 FOR PLAT NOTES,
LEGEND, LINE & CURVE TABLES
PLAT NOTES APPLY TO EVERY PAGE
OF THIS MULTIPLE PAGE PLAT

SHEET 2 OF 3

MATCHLINE "A" - SEE SHEET 3 OF 3



LOCATION MAP

NOT-TO-SCALE

CPS:

1. CITY PUBLIC SERVICE BOARD (CPS ENERGY) IS HEREBY DEDICATED EASEMENTS AND RIGHTS-OF-WAY FOR UTILITY, TRANSMISSION AND DISTRIBUTION INFRASTRUCTURE AND SERVICE FACILITIES IN THE AREAS DESIGNATED ON THIS PLAT AS "ELECTRIC EASEMENT," "GAS EASEMENT," "ELECTRIC EASEMENT AND DISTRIBUTION EASEMENT," "UTILITY EASEMENT," "GAS EASEMENT," "TRANSFORMER EASEMENT," "WATER EASEMENT," "SANITARY SEWER EASEMENT" AND/OR "RECYCLED WATER EASEMENT" FOR THE PURPOSE OF INSTALLING, MAINTAINING, RECONSTRUCTING, REPAIRING, REPLACING, REMOVING, INSPECTING, PATROLLING, AND OPERATING SUCH UTILITY, TRANSMISSION AND DISTRIBUTION INFRASTRUCTURE AND SERVICE ABOVE, CPS ENERGY AND SAWS SHALL ALSO HAVE THE RIGHT TO RELOCATE SAID INFRASTRUCTURE AND SERVICE FACILITIES WITHIN EASEMENT AND RIGHT-OF-WAY AREAS, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS OVER GRANTOR'S ADJACENT LANDS AND ADJACENT EASEMENTS AND RIGHT-OF-WAY AREAS, AND THE RIGHT TO REMOVE FROM SAID LANDS ALL TREES OR PARTS THEREOF, OR OTHER OBSTRUCTIONS WHICH ENDANGER OR MAY INTERFERE WITH THE EFFICIENCY OF WATER, SEWER, GAS, AND/OR ELECTRIC INFRASTRUCTURE AND SERVICE FACILITIES, NO BUILDING, STRUCTURE, OR OTHER IMPROVEMENTS OR EASEMENTS ARE ALLOWED IN THESE AREAS WITHOUT AN ENCROACHMENT AGREEMENT WITH THE RESPECTIVE UTILITY.

2. ANY CPS ENERGY OR SAWS MONETARY LOSS RESULTING FROM MODIFICATIONS REQUIRED OF CPS ENERGY OR SAWS INFRASTRUCTURE AND SERVICE FACILITIES, LOCATED WITHIN SAID EASEMENTS AND RIGHT-OF-WAY AREAS, SHALL BE THE SOLE RESPONSIBILITY OF CPS ENERGY CHARGED TO THE PERSON OR PERSONS DEEMED RESPONSIBLE FOR SAID GRADE CHANGES OR GROUND ELEVATION ALTERATIONS.

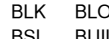
3. THE CITY OF SEASIDE SHALL NOT BE RELEASED OR OTHERWISE AFFECTED BY ANY EXISTING ELECTRIC, GAS, WATER, SEWER, DRAINAGE, TELEPHONE, CABLE TV EASEMENTS OR ANY OTHER EASEMENTS FOR UTILITIES UNLESS THE CHANGES TO SUCH EASEMENTS ARE DESCRIBED HEREIN.

4. ANY BELOW GROUND APPROACHES ARE ALLOWED WITHIN THE FIVE (5) AND TEN (10) FOOT WIDE ELECTRIC AND GAS EASEMENTS WHEN LOTS ARE SERVED ONLY BY UNDERGROUND ELECTRIC AND GAS FACILITIES.

5. ROOF OVERHANGS ARE ALLOWED WITHIN THE FIVE (5) AND TEN (10) FOOT WIDE ELECTRIC AND GAS EASEMENTS AND UNDERGROUNDED WATER, SEWER, GAS, AND/OR SANITARY SEWERS PROPOSED OR EXISTING WITHIN THOSE FIVE (5) AND TEN (10) FOOT WIDE EASEMENTS.

LEGEND

AC	ACRE(S)		VOL
BLK	BLOCK		PG
BSL	BUILDING SETBACK LINE		ROW
CB	COUNTY BLK		
DOC	DOCUMENT NUMBER	(SURVEYOR)	
DPR	DEED AND PLAT RECORDS OF BEXAR COUNTY, TEXAS		
GETCTV	GAS, ELECTRIC, TELEPHONE AND CABLE TELEVISION		
OPR	OFFICIAL PUBLIC RECORDS (OF REAL PROPERTY) OF BEXAR COUNTY, TEXAS		

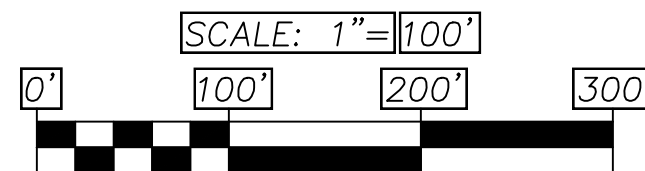


DE

EXISTING 100-YR FEMA FLOODPLAIN

CENTERLINE

1	14' GAS, ELECTRIC, TELEPHONE AND CABLE TV EASEMENT	1	54' WIDE DRAINAGE EASEMENT (DOC NO. 20190112109, OPR)
3	10' GAS, ELECTRIC, TELEPHONE AND CABLE TV EASEMENT	2	14' GAS EASEMENT (DOC NO. 20190186859, OPR)
5	1' VEHICULAR NON-ACCESS EASEMENT (NOT-TO-SCALE)	3	20' WATER EASEMENT (DOC NO. _____)
12	RIGHT-OF-WAY DEDICATION (0.279 OF AN ACRE)	4	25' DRAINAGE EASEMENT (DOC NO. _____)
		5	VARIABLE WIDTH TURN AROUND GRADING, ACCESS, SANITARY SEWER, WATER, DRAINAGE, GETCTV EASEMENT (DOC NO. _____)
		6	10' GAS, ELECTRIC, TELEPHONE AND CABLE TV EASEMENT (DOC NO. _____)
		7	16' SANITARY SEWER EASEMENT (DOC NO. _____)
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		9	20' SANITARY SEWER EASEMENT (VOL. 17404, PG 2009, OPR)



**PAPE-DAWSON
ENGINEERS**

SAN ANTONIO | AUSTIN | HOUSTON | FORT WORTH | DALLAS
2000 NW LOOP 410 | SAN ANTONIO, TX 78213 | 210.375.9000
TBPE FIRM REGISTRATION #470 | TBPLS FIRM REGISTRATION #10028800
DATE OF PREPARATION: July 19, 2022
BUILDABLE LOTS = 47 LOTS

CERTIFICATION BY CITY ENGINEER:

I, THE UNDERSIGNED, CITY ENGINEER OF THE CITY OF SCHERTZ, TEXAS HEREBY CERTIFY THAT THIS SUBDIVISION PLAT CONFORMS TO ALL REQUIREMENTS OF THE SUBDIVISION REGULATION AND THE CITY AS TO WHICH THIS APPROVAL REQUIRED.

CITY ENGINEER

STATE OF TEXAS
COUNTY OF BEXAR

I, (WE) THE OWNER(S) OF LAND SHOWN ON THIS PLAT, AND DESIGNATED HEREIN AS THE GRAYTOWN UNIT 1A OF SCHERTZ, TEXAS AND WHOSE NAME IS SUBSCRIBED HERETO, HEREBY DEDICATE FOR THE USE OF THE PUBLIC FOREVER ALL STREETS, ALLEYS, PARKS WATERCOURSES, DRAINS, EASEMENTS, AND PUBLIC PLACES THEREON SHOWN FOR THE PURPOSE AND CONSIDERATION THEREIN EXPRESSED.

OWNER/DEVELOPER: LLOYD A. DENTON, JR.
2020 FI GRAYTOWN, LLC
11 LYNN BATTS LANE SUITE 100
SAN ANTONIO, TEXAS 78218
(210)828-6131

STATE OF TEXAS
COUNTY OF BEXAR

BEFORE ME, THE UNDERSIGNED AUTHORITY ON THIS DAY PERSONALLY APPEARED LLYOD A. DENTON, JR. , KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE
DAY OF , 20

NOTARY PUBLIC, BEXAR COUNTY, TEXAS

PLANNING AND ZONING COMMISSION:

THIS PLAT OF GRAYTOWN UNIT - 1A HAS BEEN SUBMITTED TO AND CONSIDERED BY THE PLANNING & ZONING COMMISSION OF THE CITY OF SCHERTZ, AND HEREBY APPROVED BY SUCH COMMISSION.

BY _____
CHAIRMAN

BY _____
SECRETARY

STATE OF TEXAS
COUNTY OF BEXAR

I HEREBY CERTIFY THAT PROPER ENGINEERING CONSIDERATION HAS BEEN GIVEN THIS PLAT TO THE MATTERS OF STREETS, LOTS AND DRAINAGE LAYOUT. TO THE BEST OF MY KNOWLEDGE THIS PLAT CONFORMS TO ALL REQUIREMENTS OF THE UNIFIED DEVELOPMENT CODE, EXCEPT FOR THOSE VARIANCES GRANTED BY THE SCHERTZ PLANNING COMMISSION.

STATE OF TEXAS
COUNTY OF BEXAR

I HEREBY CERTIFY THAT THE ABOVE PLAT CONFORMS TO THE MINIMUM STANDARDS SET FORTH BY THE TEXAS BOARD OF PROFESSIONAL LAND SURVEYING ACCORDING TO AN ACTUAL SURVEY MADE ON THE GROUND BY: PAPE-DAWSON ENGINEERS, INC.

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

REGISTERED PROFESSIONAL LAND SURVEYOR
TOM H. MILO, PLS 6819

PLAT NOTES APPLY TO EVERY PAGE
OF THIS MULTIPLE PAGE PLAT

NOTE:
SEE SHEET 1 FOR CURVE AND
LINE TABLE.

SHEET 3 OF 3

SUBDIVISION PLAT
OF
GRAYTOWN - UNIT 1A

BEING A TOTAL OF 22.148 AC TRACT OF LAND OUT OF A 204.795 AC TRACT
CONVEYED TO 2020 FI GRAYTOWN LLC BY DEED RECORDED IN DOCUMENT
NUMBER 20200277080 OF THE OFFICIAL PUBLIC RECORDS OF BEXAR COUNTY,
TEXAS, OUT OF THE ANTONIO ZAMORA SURVEY NO. 36, ABSTRACT 828, BEXAR
COUNTY.

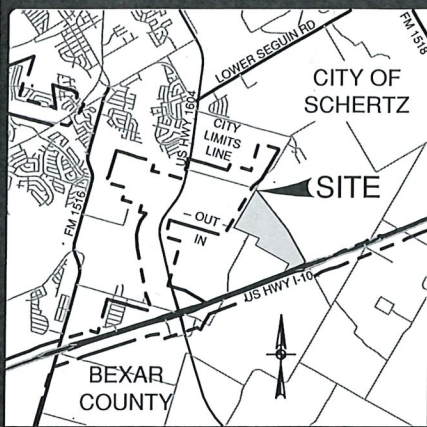
Emily Delgado
Emily Delgado
Planning & Community Development
9:17 am, 10/13/2022



CRAVTON UNIT 1A

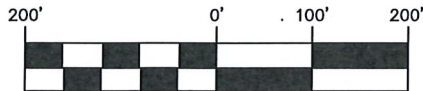
Civil	Job No	11080 03. Survey	Job No	11080 03
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Date: Jul. 15, 2022, 7:55 AM - User ID: bspielman



LOCATION MAP

NOT-TO-SCALE



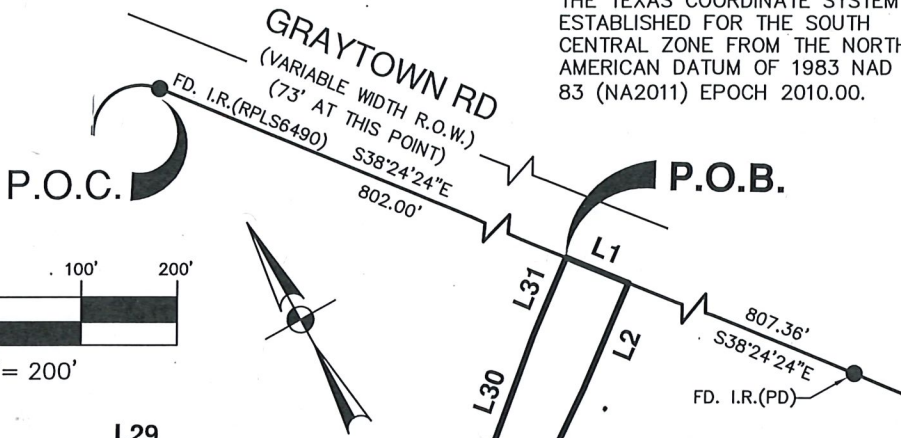
SCALE: 1" = 200'

LEGEND:

- OPR OFFICIAL PUBLIC RECORDS OF BEXAR COUNTY, TEXAS
- PR PLAT RECORDS OF BEXAR COUNTY, TEXAS
- FIR FOUND 1/2" IRON ROD

NOTES:

1. THIS EXHIBIT IS ISSUED IN CONJUNCTION WITH A METES AND BOUNDS DESCRIPTION PREPARED UNDER JOB NO. 11686-03 BY PAPE-DAWSON ENGINEERS, INC.
2. THE BEARINGS ARE BASED ON THE TEXAS COORDINATE SYSTEM ESTABLISHED FOR THE SOUTH CENTRAL ZONE FROM THE NORTH AMERICAN DATUM OF 1983 NAD 83 (NA2011) EPOCH 2010.00.



ANTONIO ZAMORA
SURVEY NO. 36
ABSTRACT 828
COUNTY BLOCK 5083

CALLED 204.795 AC
2020 FI GRAYTOWN, LLC
(DOC. NO. 20200277080, OPR)

GRAYTOWN UNIT 1
22.148 ACRES
(964,789 SQ. FT. MORE OR LESS)

J.F. SHEPHERD
SURVEY NO. 314
ABSTRACT 678

SUMMERHILL SUBDIVISION UNIT 3
(VOL. 20001, PG. 1290-1291, PR)

BOENIG DRIVE
(40' R.O.W.)

CITY OF SAN ANTONIO
CITY OF SCHERTZ



PAPE-DAWSON ENGINEERS

SAN ANTONIO | AUSTIN | HOUSTON | FORT WORTH | DALLAS
2000 NW LOOP 410 | SAN ANTONIO, TX 78213 | 210.375.9000
TEXAS ENGINEERING FIRM #470 | TEXAS SURVEYING FIRM #10028800

JULY 2021
SHEET 1 OF 2
JOB No.: 11686-03

LINE TABLE		
LINE	BEARING	LENGTH
L1	S38°24'24"E	70.00'
L2	S51°40'57"W	119.96'
L3	S54°31'46"W	201.33'
L4	S51°40'57"W	32.29'
L5	S81°46'18"W	54.97'
L6	S08°13'42"E	130.00'
L7	N81°46'18"E	93.93'
L8	N58°39'16"E	122.18'
L9	S42°31'56"E	74.20'
L10	S36°38'57"W	201.01'
L11	S21°17'45"W	95.64'
L12	S01°25'30"W	116.49'
L13	S40°34'58"W	87.22'
L14	S51°55'59"W	62.12'
L15	S11°37'43"W	38.71'
L16	S86°52'04"W	18.66'

LINE TABLE		
LINE	BEARING	LENGTH
L17	N55°54'57"W	97.36'
L18	N89°37'01"W	31.74'
L19	S55°47'35"W	53.30'
L20	S21°19'16"W	35.29'
L21	S12°17'47"E	45.67'
L22	S34°36'33"W	110.01'
L23	S22°07'19"W	74.20'
L24	N69°11'59"W	194.61'
L25	N59°59'41"W	129.98'
L26	N60°00'49"W	50.00'
L27	N60°00'00"W	456.69'
L28	N29°46'58"E	1109.63'
L29	S60°00'12"E	734.39'
L30	N49°10'12"E	136.40'
L31	N51°40'57"E	89.80'

CURVE TABLE					
CURVE	RADIUS	DELTA	CHORD BEARING	CHORD	LENGTH
C1	125.00'	30°05'22"	S66°43'37"W	64.89'	65.64'



SAN ANTONIO | AUSTIN | HOUSTON | FORT WORTH | DALLAS
 2000 NW LOOP 410 | SAN ANTONIO, TX 78213 | 210.375.9000
 TEXAS ENGINEERING FIRM #470 | TEXAS SURVEYING FIRM #10028900

JULY 2021

SHEET 2 OF 2
 JOB No.:11686-03

REFERENCE:

METES AND BOUNDS DESCRIPTION
FOR GRAYTOWN UNIT 1

A 22.148 acre, or 964,789 square feet more or less, tract of land out of that called 204.795 acre tract conveyed to 2020 FI Graytown, LLC, in deed recorded in Document No. 20200277080 of the Official Public Records of Bexar County, Texas, out of the Antonio Zamora Survey No. 36, Abstract No. 828, County Block 5083, of the City of Schertz, Bexar County, Texas. Said 22.148 acre tract being more fully described as follows, with bearings based on the Texas Coordinate System established for the South Central Zone from the North American Datum of 1983 NAD 83 (NA2011) epoch 2010.00:

COMMENCING: At a found iron rod with a cap marked "RPLS 6490" on the east right-of-way line of Boenig Drive, a 40-foot public right-of-way, the south right-of-way line of Graytown Road, a variable width public right-of-way, same being a northwest corner of said 204.795 acre tract;

THENCE: S 38°24'24" E, along and with the south right-of-way line of said Graytown Road, same being the north line of said 204.795 acre tract, a common line, a distance of 802.00 feet to the POINT OF BEGINNING of the herein described tract;

THENCE: S 38°24'24" E, continuing along said common line, a distance of 70.00 feet to a point;

THENCE: Departing said common line, over and across said 204.795 acre tract the following courses:

S 51°40'57" W, a distance of 119.96 feet to a point;

S 54°31'46" W, a distance of 201.33 feet to a point;

S 51°40'57" W, a distance of 32.29 feet to a point;

Southwesterly, along a tangent curve to the right, said curve having a radius of 125.00 feet, a central angle of 30°05'22", a chord bearing and distance of S 66°43'37" W, 64.89 feet, for an arc length of 65.64 feet to a point;

S 81°46'18" W, a distance of 54.97 feet to a point;

S 08°13'42" E, a distance of 130.00 feet to a point;

N 81°46'18" E, a distance of 93.93 feet to a point;

N 58°39'16" E, a distance of 122.18 feet to a point;
S 42°31'56" E, a distance of 74.20 feet to a point;
S 36°38'57" W, a distance of 201.01 feet to a point;
S 21°17'45" W, a distance of 95.64 feet to a point;
S 01°25'30" W, a distance of 116.49 feet to a point;
S 40°34'58" W, a distance of 87.22 feet to a point;
S 51°55'59" W, a distance of 62.12 feet to a point;
S 11°37'43" W, a distance of 38.71 feet to a point;
S 86°52'04" W, a distance of 18.66 feet to a point;
N 55°54'57" W, a distance of 97.36 feet to a point;
N 89°37'01" W, a distance of 31.74 feet to a point;
S 55°47'35" W, a distance of 53.30 feet to a point;
S 21°19'16" W, a distance of 35.29 feet to a point;
S 12°17'47" E, a distance of 45.67 feet to a point;
S 34°36'33" W, a distance of 110.01 feet to a point;
S 22°07'19" W, a distance of 74.20 feet to a point;
N 69°11'59" W, a distance of 194.61 feet to a point;
N 59°59'41" W, a distance of 129.98 feet to a point;
N 60°00'49" W, a distance of 50.00 feet to a point;

N 60°00'00" W, a distance of 456.69 feet to a point on the east right-of-way line of said Boenig Drive, same being the west line of said 204.795 acre tract, a common line;

THENCE: N 29°46'58" E, along and with said common line, a distance of 1109.63 feet to a point;

THENCE: Departing said common line, over and across said 204.795 acre tract the following bearings and distances:

S 60°00'12" E, a distance of 734.39 feet to a point;

N 49°10'12" E, a distance of 136.40 feet to a point;

THENCE: N 51°40'57" E, a distance of 89.80 feet to the POINT OF BEGINNING and containing 22.148 acres in the City of San Antonio, Bexar County, Texas. Said tract being described in conjunction with an exhibit prepared under job number 11686-03 by Pape-Dawson Engineers, Inc.

PREPARED BY: Pape-Dawson Engineers, Inc.
DATE: July 2021
JOB NO. 11686-03
DOC. ID. N:\CIVIL\11686-03\Word\11686-03 FN 22.148AC.docx



EXHIBIT “B”

The Cost Estimate

[See attached]

GRAYTOWN
BOENIG DRIVE IMPROVEMENTS
OPINION OF PROBABLE CONSTRUCTION COST

6/20/2022

Notes:

1. For the section of Boenig Dr between Haight Cross and Scenic Lake Loop the existing road width for the developer's half is approximately 11.25 ft. OPC assumes an addition of 3.75 ft. required by the City of Schertz UDC. Excavation (Streets) is assumed to be 0.21 cy/lf for the length of this section.
2. For the section of Boenig Dr between Graytown Rd and Haight Cross, OPC assumes the full pavement width of the Typical 50' R.O.W. Street Section from the City of Schertz UDC. Excavation (Streets) is assumed to be 1.67 cy/lf for the length of this section.
3. For the section of Boenig Dr between Graytown Rd and Haight Cross, OPC includes the construction of the Typical 50' R.O.W. Street Section, including curb & gutter on both sides and 5' sidewalk on the developer side, but does not include the construction of 5' sidewalk on the non-developer side. For the section of Boenig Dr between Haight Cross and Scenic Lake Loop, OPC includes the construction of the additional pavement width and curb & gutter, but does not include any sidewalk improvements.

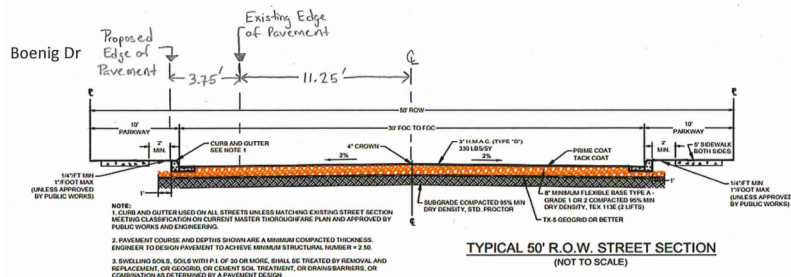


EXHIBIT “C”

The Surety

[See attached]

1. Ownership of the Property. The Owner hereby represents and warrants that, as of the Effective Date, it has not conveyed, assigned, or transferred all or any portion of

its interest in the Property to any other person or entity (any such person or entity referred to herein as “Purchaser”), nor is it a party to any contract or other understanding to do so that is not subject to this Agreement.

2. Construction of Improvements; Covenants. The Owner and the City covenant and agree to the following:

- a) The Owner is obligated by Section 21.12.10 of the City’s Unified Development Code to construct, or cause to be constructed, improve half of Graytown Road and construct a 6-foot shoulder with a header curb, (such improvements shall be referred to herein as the “Improvements”).
- b) These improvements shall be constructed with Unit 4 of the development, or be initiated by the developer by January 1, 2024, whichever occurs first.
- c) The cost of the Improvements for **Graytown Subdivision Unit 3A are** estimated to be **One Hundred Twenty-Eight Thousand Seven Hundred Eighty-Five and 81/100 Dollars (\$128,785.81)** (the “Cost Estimate”), as more particularly shown on **Exhibit “B”** attached hereto and made a part hereof for all purposes. The Owner and the City agree that the amount of the Cost Estimate set forth herein is a commercially reasonable estimate of the cost of the Improvements.
- d) In lieu of the Owner’s obligation to construct, or cause to be constructed, the Improvements, at or before the Final Plat Recordation, Owner shall provide to the City, concurrent with the execution of this Agreement, surety in the form attached hereto as **Exhibit “C”** (the “Surety”) in an amount equal to 125% of the Cost Estimate amount **One Hundred Sixty Thousand Nine Hundred Eighty-Two and 26/100 Dollars (\$160,982.26)** (the “Improvement Funds”).
- e) Owner requests to defer the start of construction of the public improvements until January 2024 or the start of construction of Graytown Subdivision Unit 4, whichever occurs first, in accordance with the Construction Plans and in full compliance with City of Schertz Unified Development Code Section 21.4.15, which is incorporated by reference herein as though fully set forth in this Section of this Agreement. For the purpose of clarification, and in no way limiting Owner’s obligations under Section 21.4.15, the Parties agree that full completion of construction of the Improvements shall not occur until the City accepts the Improvements in the manner prescribed in Section 21.4.15. D., and Owner provides a warranty bond which shall be exactly twenty percent (20%) of the Cost Estimate.
- f) Owner agrees to complete the Improvements by July 1, 2025.
- g) In the event Owner fails to begin the construction of the Improvements by January 1, 2024 or in conjunction with Unit 4, whichever occurs first, or complete the Improvements by July 1, 2025 in the manner prescribed

herein, City may declare this Agreement to be in default and at the City's sole discretion:

- (i) require that all Improvements be installed by Owner regardless of the extent of completion of the improvements on the Property at the time the Agreement is declared to be in default;
 - (ii) unilaterally draw from the Improvement Funds sufficient amount to complete the Improvements itself or through a third party; or
 - (iii) assign the Improvement Funds to any third party, including a subsequent owner of the Property, provided that such Improvements Funds shall only be assigned for the purpose of causing the construction of the Improvements by such third party and for no other purpose and in exchange for the subsequent owner's agreement and posting of security to complete the Improvements.
- h) Within 30 days of the City's acceptance of the Improvements, the City shall release the Surety to Owner and the Parties shall have no further obligation to each other under this Agreement.

3. Approval of Agreement. The City has approved the execution and delivery of this Agreement pursuant to Section 21.4.15(C.)(2.) of the City's Unified Development Code, and the Owner represents and warrants that it has taken all necessary action to authorize its execution and delivery of this Agreement.

4. Governmental Immunity. The City does not waive or relinquish any immunity or defense on behalf of itself, its officers, employees, Councilmembers, and agents as a result of the execution of this Agreement and the performance of the covenants and actions contained herein.

5. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, representatives, successors, and assigns, and the terms hereof shall run with the Property.

6. Counterparts. This Agreement may be executed in any number of counterparts with the same effect as if all signatory parties had signed the same document. All counterparts shall be construed together and shall constitute one and the same Agreement.

7. Integration. This Agreement is the complete agreement between the parties as to the subject matter hereof and cannot be varied except by the written agreement of the Owner and the City. The Owner and the City each agrees that there are no oral agreements, understandings, representations or warranties which are not expressly set forth herein.

8. Notices. Any notice or communication required or permitted hereunder shall be deemed to be delivered three (3) days after such notice is deposited in the United States mail, postage fully prepaid, registered or certified mail return receipt requested, and addressed to the intended recipient at the address shown herein. Any address for notice

may be changed by written notice delivered as provided herein. All notices hereunder shall be in writing and served as follows:

If to the Owner:

2020 FI Graytown, LLC
11 Lyn Batts Lane, Suite 100
San Antonio, TX 78218

If to the City:

CITY OF SCHERTZ
1400 Schertz Parkway
Schertz, Texas 78154
Attention: City Manager

With copy to:

Denton Navarro Rocha Bernal & Zech, P.C.
2517 N. Main Avenue
San Antonio, Texas 78212
Attention: T. Daniel Santee

9. Legal Construction. If any provision in this Agreement is for any reason unenforceable, to the extent the unenforceability does not destroy the basis of the bargain among the parties, such unenforceability will not affect any other provision hereof, and this Agreement will be construed as if the unenforceable provision had never been a part of this Agreement. Whenever the context requires, the singular will include the plural and neuter include the masculine or feminine gender, and vice versa. Article and section headings in this Agreement are for reference only and are not intended to restrict or define the text of any section. This Agreement will not be construed more or less favorably between the parties by reason of authorship or origin of language.

10. Recitals; Exhibits. Any recitals in this Agreement are represented by the parties hereto to be accurate, constitute a part of the parties' substantive agreement, and are fully incorporated herein as matters of contract and not mere recitals. Further, any exhibits to this Agreement are incorporated herein as matters of contract and not mere exhibits.

11. No Joint Venture. It is acknowledged and agreed by the parties that the terms hereof are not intended to, and shall not be deemed to, create a partnership or joint venture among the parties.

12. Choice of Law. This Agreement will be construed under the laws of the State of Texas without regard to choice-of-law rules of any jurisdiction. Venue shall be in the State District Courts of Guadalupe County, Texas with respect to any lawsuit arising

out of or construing the terms and provisions of this Agreement. No provision of this Agreement shall constitute consent by suit by any party.

[Signatures and acknowledgments on the following pages]

Signature Page to
Improvement Agreement

This Improvement Agreement has been executed by the parties as of the dates of the Acknowledgments to be effective as of the Effective Date.

Owner:

2020 FI Graytown, LLC

By: _____

Name: _____

Title: _____

Date: _____

THE STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on the ____ day of _____, 2023 by _____, the _____ of 2020 FI Graytown LLC, on behalf of said limited liability company.

(SEAL)

Notary Public in and for
The State of Texas

My Commission Expires:_____

Signature Page to
Improvement Agreement

This Improvement Agreement has been executed by the parties as of the dates of the Acknowledgments to be effective as of the Effective Date.

City:

CITY OF SCHERTZ,
a Texas municipal corporation

By: _____

Name: Steve Williams, its City Manager

Date: _____

THE STATE OF TEXAS §
 §
COUNTY OF GUADALUPE §

This instrument was acknowledged before me on the ____ day of _____, 2023 by Steve Williams, City Manager of the City of Schertz, Texas, a Texas municipal corporation, on behalf of said City.

(SEAL)

Notary Public in and for
The State of Texas

My Commission Expires:_____

EXHIBIT “A”

The Property

Approved Final Exhibit
and
Legal Metes and Bounds

[See attached]



Approved By: *Emily Delgado*
Emily Delgado
Surveyor & Surveyor's Assistant
9:33 am, 10/13/2022



STATE OF TEXAS
COUNTY OF BEXAR

I HEREBY CERTIFY THAT THE ABOVE PLAT CONFORMS TO THE MINIMUM STANDARDS SET FORTH BY THE TEXAS BOARD OF PROFESSIONAL LAND SURVEYING ACCORDING TO AN ACTUAL SURVEY MADE ON THE GROUND BY: **PAPE-DAWSON ENGINEERS, INC.**

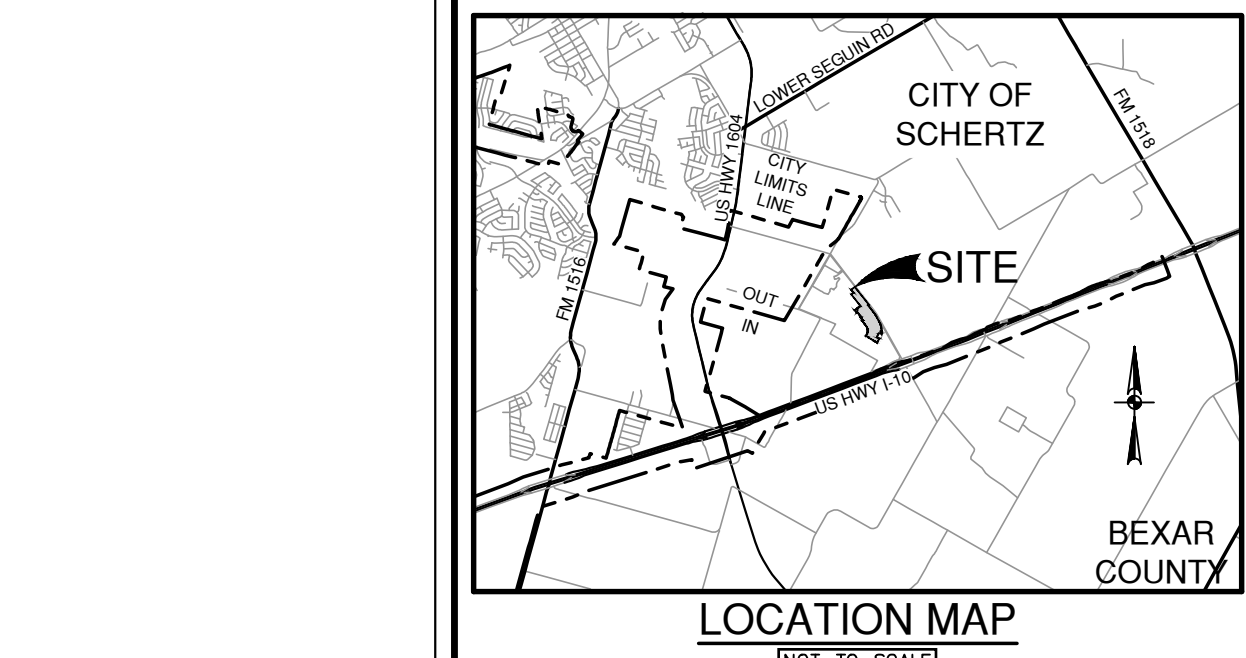
PRELIMINARY. THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE AND SHALL NOT BE USED OR VIEWED OR RELIED UPON AS A FINAL SURVEY DOCUMENT.

REGISTERED PROFESSIONAL LAND SURVEYOR
TOM H. MILO, PLS 6819

LICENSED PROFESSIONAL ENGINEER
CALEB M. CHANCE, PE 98401

SURVEYOR'S NOTES:

- MONUMENTS WERE FOUND OR SET AT EACH CORNER OF THE SURVEY BOUNDARY OF THE SUBDIVISION AS NOTED. MONUMENTS AND LOT MARKERS WILL BE SET WITH 1/2" IRON ROD WITH CAP MARKED "PAPE-DAWSON" OR MAG NAIL WITH DISK MARKED "PAPE-DAWSON" AFTER THE COMPLETION OF UTILITY INSTALLATION AND STREET CONSTRUCTION UNLESS NOTED OTHERWISE.
- COORDINATES SHOWN ARE BASED ON THE NORTH AMERICAN DATUM OF 1983 NAD83 (NA2011) EPOCH 2010.00 FROM THE TEXAS COORDINATE SYSTEM ESTABLISHED FOR THE SOUTH CENTRAL ZONE DISPLAYED IN GRID VALUES DERIVED FROM THE NGS COOPERATIVE CORS NETWORK.
- DIMENSIONS SHOWN ARE SURFACE.
- BEARINGS ARE BASED ON THE NORTH AMERICAN DATUM OF 1983 NAD83 (NA2011) EPOCH 2010.00, FROM THE TEXAS COORDINATE SYSTEM ESTABLISHED FOR THE SOUTH CENTRAL ZONE.



LEGEND

AC	ACRE(S)	VOL	VOLUME	14'	GAS, ELECTRIC, TELEPHONE AND CABLE TV EASEMENT	16'	SANITARY SEWER EASEMENT (DOC NO. _____, OPR)
BLK	BLOCK	PG	PAGE(S)	10'	GAS, ELECTRIC, TELEPHONE AND CABLE TV EASEMENT	4'	VARIABLE WIDTH DRAINAGE, SEWER, ACCESS & UTILITY EASEMENT (DOC NO. _____, OPR)
DOC	DOCUMENT NUMBER	ROW	RIGHT-OF-WAY	13'	GAS EASEMENT (DOC NO. 20190186859, OPR)	10'	GAS, ELECTRIC, TELEPHONE, AND CABLE TV EASEMENT (DOC NO. _____)
DPR	DEED AND PLAT RECORDS OF BEXAR COUNTY, TEXAS	●	FOUND 1/2" IRON ROD (UNLESS NOTED OTHERWISE)	16'	SANITARY SEWER EASEMENT (VOL 17404, PG 1986, OPR) (VOL 17442, PG 339, OPR)	6'	VARIABLE WIDTH DRAINAGE EASEMENT (DOC NO. _____)
OPR	OFFICIAL PUBLIC RECORDS (OFFICIAL PUBLIC RECORDS OF REAL PROPERTY) OF BEXAR COUNTY, TEXAS	○	SET 1/2" IRON ROD (PD)				
		○	SET 1/2" IRON ROD (PD)-ROW				
		○	EASEMENT POINT OF INTERSECTION				

CENTERLINE
EXISTING 100-YR FEMA FLOODPLAIN

DETENTION & MAINTENANCE:
STORM WATER DETENTION IS REQUIRED FOR PROPERTY WITHIN THE BOUNDARY OF THIS PLAT. BUILDING PERMITS SHALL BE ISSUED ONLY IN CONJUNCTION WITH NECESSARY STORM WATER DETENTION APPROVED BY THE CITY OF SCHERTZ FLOODPLAIN ADMINISTRATOR. MAINTENANCE OF ON-SITE STORM WATER DETENTION SHALL BE THE SOLE RESPONSIBILITY OF THE PROPERTY OWNERS AND/OR THE PROPERTY OWNERS ASSOCIATION AND ITS SUCCESSORS OR ASSIGNS AND IS NOT THE RESPONSIBILITY OF THE CITY OF SCHERTZ OR BEXAR COUNTY.

SAN ANTONIO RIVER AUTHORITY EDU:
THE NUMBER OF WASTEWATER EQUIVALENT DWELLING UNITS (EDUS) PAID FOR THE SUBDIVISION PLAT IS KEPT ON FILE AT THE SAN ANTONIO RIVER AUTHORITY UNDER THE PLAT NUMBER.

NOTE:

- NOTICE: SELLING A PORTION OF THIS ADDITION BY METES AND BOUNDS IS A VIOLATION OF CITY ORDINANCES AND STATE LAW AND IS SUBJECT TO FINES AND WITHHOLDING OF UTILITIES AND PERMITS.
- ANY DEVELOPMENT SHALL BE IN ACCORDANCE WITH FLOODPLAIN ORDINANCE IN EFFECT AT THE TIME OF CONSTRUCTION APPLICATION.
- PER CITY OF SCHERTZ FLOODPLAIN ORDINANCE, ALL PROPERTIES WITHIN 100 FEET OF THE EFFECTIVE 100-YR SPECIAL FLOOD HAZARD AREA BOUNDARY (ZONE A) WILL REQUIRE ELEVATION CERTIFICATES TO ENSURE COMPLIANCE WITH THE CURRENT EFFECTIVE ORDINANCE.

SCALE: 1"=100'

PAPE-DAWSON ENGINEERS
SAN ANTONIO | AUSTIN | HOUSTON | FORT WORTH | DALLAS
2000 NW LOOP 410 | SAN ANTONIO, TX 78213 | 210.375.9000
TPE FIRM REGISTRATION #470 | TBPLS FIRM REGISTRATION #10028800
DATE OF PREPARATION: August 29, 2022
BUILDABLE LOTS = 69 LOTS

CERTIFICATION BY CITY ENGINEER:

I, THE UNDERSIGNED, CITY ENGINEER OF THE CITY OF SCHERTZ, TEXAS HEREBY CERTIFY THAT THIS SUBDIVISION PLAT CONFORMS TO ALL REQUIREMENTS OF THE SUBDIVISION REGULATION AND THE CITY AS TO WHICH THIS APPROVAL REQUIRED.

CITY ENGINEER
STATE OF TEXAS
COUNTY OF BEXAR

I, (WE) THE OWNER(S) OF LAND SHOWN ON THIS PLAT, AND DESIGNATED HEREIN AS THE GRAYTOWN UNIT 3A OF SCHERTZ, TEXAS AND WHOSE NAME IS SUBSCRIBED HERETO, HEREBY DEDICATE FOR THE USE OF THE PUBLIC FOREVER ALL STREETS, ALLEYS, PARKS WATERCOURSES, DRAINS, EASEMENTS, AND PUBLIC PLACES THEREON SHOWN FOR THE PURPOSE AND CONSIDERATION THEREIN EXPRESSED.

OWNER/DEVELOPER: LLOYD A. DENTON, JR.
2020 FI GRAYTOWN, LLC
11 LYNN BATTIS LANE SUITE 100
SAN ANTONIO, TEXAS 78218
(210)828-6131

STATE OF TEXAS
COUNTY OF BEXAR

BEFORE ME, THE UNDERSIGNED AUTHORITY ON THIS DAY PERSONALLY APPEARED LLOYD A. DENTON, JR., KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.

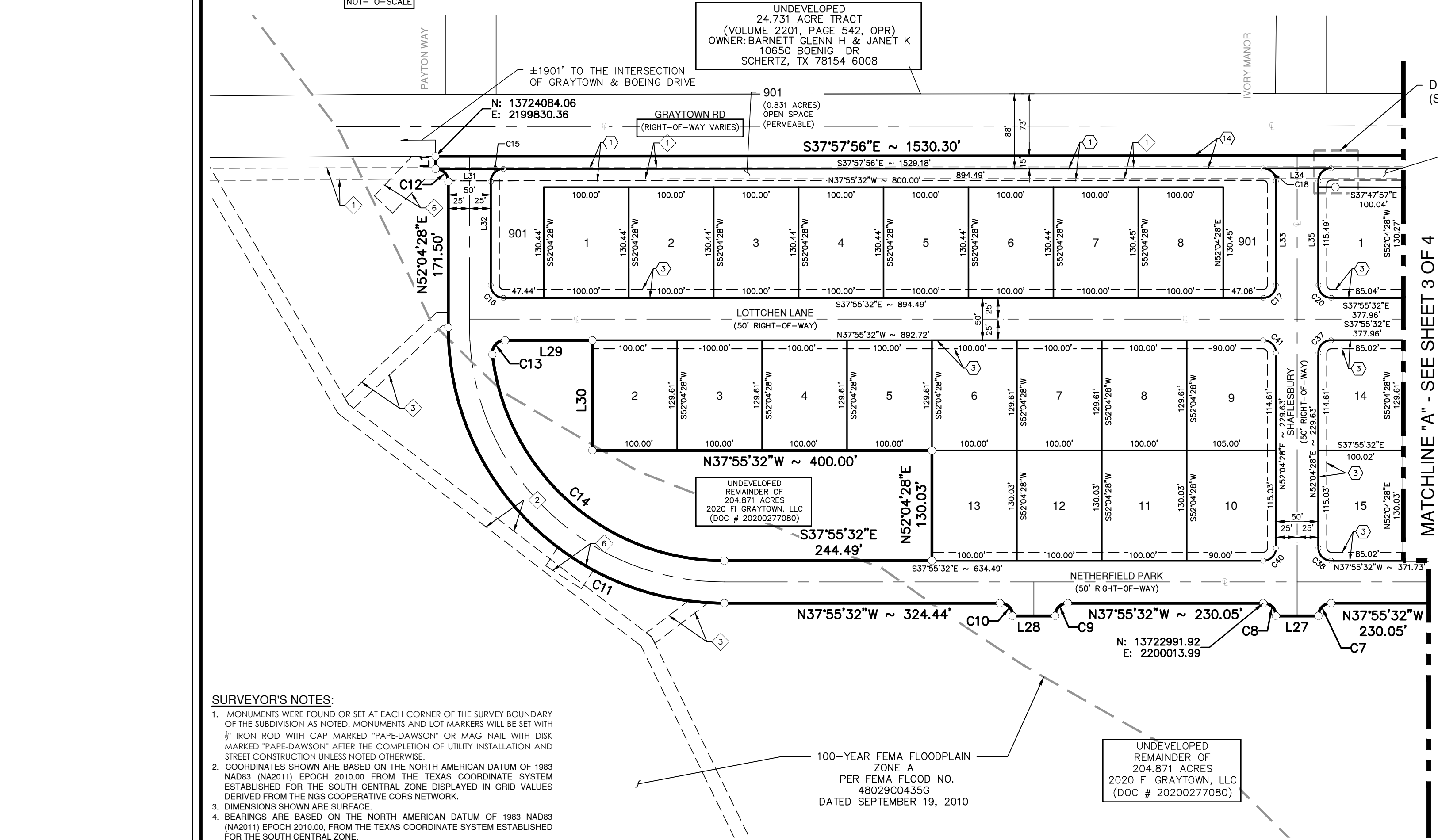
GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE _____ DAY OF _____, 20____

NOTARY PUBLIC, BEXAR COUNTY, TEXAS

PLANNING AND ZONING COMMISSION:

THIS PLAT OF GRAYTOWN UNIT - 3A HAS BEEN SUBMITTED TO AND CONSIDERED BY THE PLANNING & ZONING COMMISSION OF THE CITY OF SCHERTZ, AND HEREBY APPROVED BY SUCH COMMISSION.

BY _____ CHAIRMAN
BY _____ SECRETARY



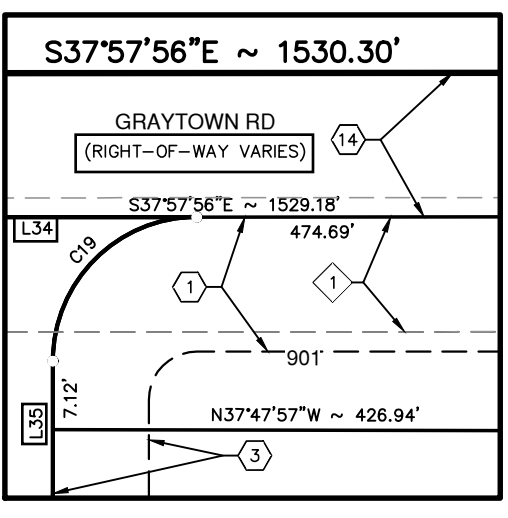
DETAIL "A"
(SEE THIS SHEET)

MATCHLINE "A" - SEE SHEET 3 OF 4

FLOODPLAIN VERIFICATION:
A PORTION OF THE FEMA 1% ANNUAL CHANCE (100-YEAR) FLOODPLAIN EXISTS WITHIN THIS PLAT AS VERIFIED BY FEMA MAP PANEL: 48029C0435G, EFFECTIVE DATE SEPTEMBER 19, 2010. FLOODPLAIN INFORMATION IS SUBJECT TO CHANGE AS A RESULT OF FUTURE FEMA MAP REVISIONS AND/OR AMENDMENTS.

COMMON AREA MAINTENANCE:
ALL OPEN SPACE, COMMON AREAS, GREENBELTS, DRAINAGE EASEMENTS OR OTHER AREAS IDENTIFIED AS PRIVATE SHALL BE THE RESPONSIBILITY OF OWNER OR OWNERS SUCCESSORS AND OR/ ASSIGNS PROVIDED SUCH SUCCESSOR OR ASSIGN IS APPROVED BY THE CITY.
LOT 901, 902 BLOCK 9, LOT 901, BLOCK 7, LOT 901, BLOCK 10, LOT 901, BLOCK 14, IS DESIGNATED AS OPEN SPACE AND AS A COMMON AREA AND A DRAINAGE, SEWER, WATER, ELECTRIC, GAS, TELEPHONE AND CABLE TV EASEMENT.

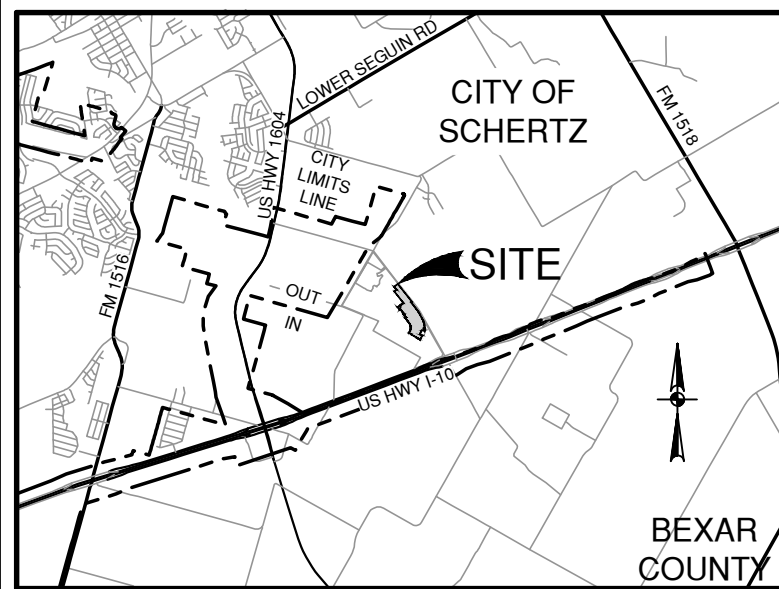
RESIDENTIAL FINISHED FLOOR
RESIDENTIAL FINISHED FLOOR ELEVATIONS MUST BE A MINIMUM OF EIGHT (8) INCHES ABOVE FINAL ADJACENT GRADE.



**FINAL PLAT
OF
GRAYTOWN - UNIT 3A**

BEING A TOTAL OF 31.132 AC TRACT OF LAND OUT OF A 204.795 AC TRACT CONVEYED TO 2020 FI GRAYTOWN LLC BY DEED RECORDED IN DOCUMENT NUMBER 20200277080 OF THE OFFICIAL PUBLIC RECORDS OF BEXAR COUNTY, TEXAS, OUT OF THE ANTONIO ZAMORA SURVEY NO. 36, ABSTRACT 828, BEXAR COUNTY.

NOTE:
SEE SHEET 1 FOR CURVE AND LINE TABLE.



LOCATION MAP

[NOT-TO-SCALE]

CPS:

1. CITY PUBLIC SERVICE BOARD (CPS ENERGY) - IS HEREBY DEDICATED EASEMENTS AND RIGHTS-OF-WAY FOR UTILITY, TRANSMISSION AND DISTRIBUTION INFRASTRUCTURE AND SERVICE FACILITIES IN THE AREAS DESIGNATED ON THIS PLAT AS "ELECTRIC EASEMENT," "ANCHOR EASEMENT," "SERVICE EASEMENT," "OVERHANG EASEMENT," "UTILITY EASEMENT," "GAS EASEMENT," "TRANSFORMER EASEMENT," "WATER EASEMENT," "SANITARY SEWER EASEMENT" AND/OR "RECYCLED WATER EASEMENT" FOR THE PURPOSE OF INSTALLING, CONSTRUCTING, RECONSTRUCTING, MAINTAINING, REMOVING, INSPECTING, PATROLLING, AND ERECTING UTILITY INFRASTRUCTURE AND SERVICE FACILITIES FOR THE REASONS DESCRIBED ABOVE. CPS ENERGY AND SAWS SHALL ALSO HAVE THE RIGHT TO RELOCATE SAID INFRASTRUCTURE AND SERVICE FACILITIES WITHIN EASEMENT AND RIGHT-OF-WAY AREAS, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS OVER GRANTOR'S ADJACENT LANDS FOR THE PURPOSE OF ACCESSING SUCH INFRASTRUCTURE AND SERVICE FACILITIES AND THE RIGHT TO REMOVE FROM SAID LANDS ALL TREES OR PARTS THEREOF, OR OTHER OBSTRUCTIONS WHICH ENDANGER OR MAY INTERFERE WITH THE EFFICIENCY OF WATER, SEWER, GAS, AND/OR ELECTRIC INFRASTRUCTURE AND SERVICE FACILITIES. NO BUILDING, STRUCTURE, CONCRETE SLABS, OR WALLS WILL BE PLACED WITHIN EASEMENT AREAS WITHOUT AN ENCROACHMENT AGREEMENT WITH THE RESPECTIVE UTILITY.

2. ANY CPS ENERGY OR SAWS MONETARY LOSS RESULTING FROM MODIFICATIONS REQUIRED OF CPS ENERGY OR SAWS INFRASTRUCTURE AND SERVICE FACILITIES, LOCATED WITHIN SAID EASEMENTS, DUE TO GRADE CHANGES OR GROUND ELEVATION ALTERATIONS SHALL BE CHARGED TO THE PERSON OR PERSONS DEEMED RESPONSIBLE FOR SAID GRADE CHANGES OR GROUND ELEVATION ALTERATIONS.

3. THIS PLAT DOES NOT AMEND, ALTER, RELEASE OR OTHERWISE AFFECT ANY EXISTING ELECTRIC, GAS, WATER, SEWER, DRAINAGE, TELEPHONE, CABLE TV EASEMENTS OR ANY OTHER EASEMENTS FOR UTILITIES DESCRIBED HEREON.

4. CONCRETE DRIVEWAY APPROACHES ARE ALLOWED WITHIN THE FIVE (5) AND TEN (10) FOOT WIDE ELECTRIC AND GAS EASEMENTS WHEN LOTS ARE SERVED ONLY BY UNDERGROUND ELECTRIC AND GAS FACILITIES.

5. ROOF OVERHANGS ARE ALLOWED WITHIN THE FIVE (5) AND TEN (10) FOOT WIDE ELECTRIC AND GAS EASEMENTS WHEN ONLY UNDERGROUND ELECTRIC AND GAS FACILITIES ARE PROPOSED OR EXISTING WITHIN THOSE FIVE (5) AND TEN (10) FOOT WIDE EASEMENTS.

MATCHLINE "C" - SEE SHEET 3 OF 4

MATCHLINE "D" -
SEE THIS SHEETSTATE OF TEXAS
COUNTY OF BEXAR

I HEREBY CERTIFY THAT PROPER ENGINEERING CONSIDERATION HAS BEEN GIVEN THIS PLAT TO THE MATTERS OF STREETS, LOTS AND DRAINAGE LAYOUT. TO THE BEST OF MY KNOWLEDGE THIS PLAT CONFORMS TO ALL REQUIREMENTS OF THE UNIFIED DEVELOPMENT CODE, EXCEPT FOR THOSE VARIANCES GRANTED BY THE SCHERTZ PLANNING COMMISSION.

STATE OF TEXAS
COUNTY OF BEXAR

I HEREBY CERTIFY THAT THE ABOVE PLAT CONFORMS TO THE MINIMUM STANDARDS SET FORTH BY THE TEXAS BOARD OF PROFESSIONAL LAND SURVEYING ACCORDING TO AN ACTUAL SURVEY MADE ON THE GROUND BY: PAPE-DAWSON ENGINEERS, INC.

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

REGISTERED PROFESSIONAL LAND SURVEYOR
TOM H. MILO, PLS 6819LICENSED PROFESSIONAL ENGINEER
CALEB M. CHANCE, PE 98401

DETENTION & MAINTENANCE:

STORM WATER DETENTION IS REQUIRED FOR PROPERTY WITHIN THE BOUNDARY OF THIS PLAT. BUILDING PERMITS SHALL BE ISSUED ONLY IN CONJUNCTION WITH NECESSARY STORM WATER DETENTION APPROVED BY THE CITY OF SCHERTZ FLOODPLAIN ADMINISTRATOR. MAINTENANCE OF ON-SITE STORM WATER DETENTION SHALL BE THE SOLE RESPONSIBILITY OF THE PROPERTY OWNERS AND/OR THE PROPERTY OWNERS ASSOCIATION AND ITS SUCCESSORS OR ASSIGNS AND IS NOT THE RESPONSIBILITY OF THE CITY OF SCHERTZ OR BEXAR COUNTY.

NOTE:

1. NOTICE: SELLING A PORTION OF THIS ADDITION BY METES AND BOUNDS IS A VIOLATION OF CITY ORDINANCES AND STATE LAW AND IS SUBJECT TO FINES AND WITHHOLDING OF UTILITIES AND PERMITS.
3. ANY DEVELOPMENT SHALL BE IN ACCORDANCE WITH FLOODPLAIN ORDINANCE IN EFFECT AT THE TIME OF CONSTRUCTION APPLICATION.
4. PER CITY OF SCHERTZ FLOODPLAIN ORDINANCE, ALL PROPERTIES WITHIN 100 FEET OF THE EFFECTIVE 100-YR SPECIAL FLOOD HAZARD AREA BOUNDARY (ZONE A) WILL REQUIRE ELEVATION CERTIFICATES TO ENSURE COMPLIANCE WITH THE CURRENT EFFECTIVE ORDINANCE.

SAN ANTONIO RIVER AUTHORITY EDU:

THE NUMBER OF WASTEWATER EQUIVALENT DWELLING UNITS (EDUS) PAID FOR THE SUBDIVISION PLAT IS KEPT ON FILE AT THE SAN ANTONIO RIVER AUTHORITY UNDER THE PLAT NUMBER.

NOTE:
SEE SHEET 1 FOR CURVE AND
LINE TABLE.

LEGEND

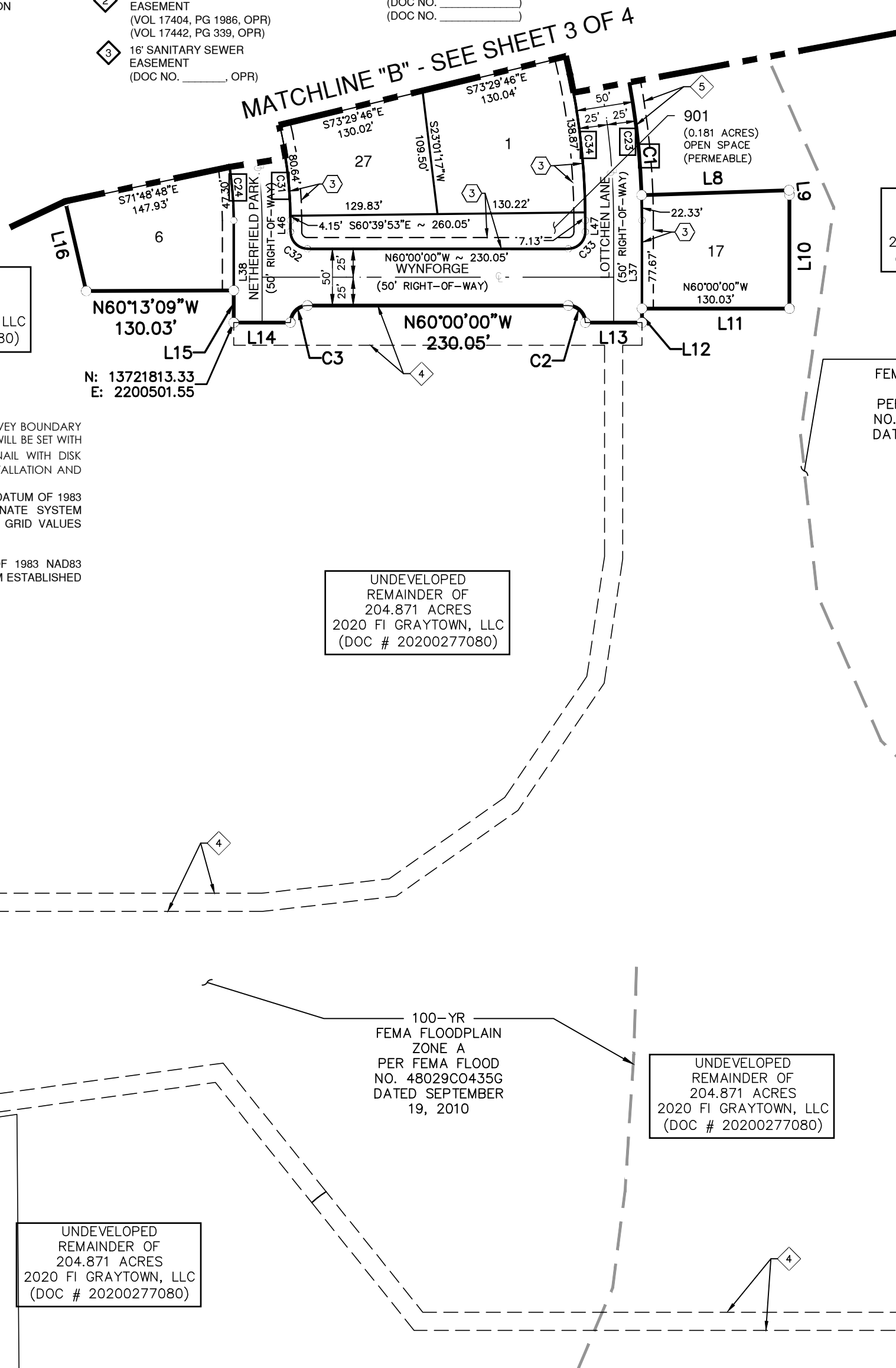
AC ACRE(S)
BLK BLOCK
DOC DOCUMENT NUMBER
DPR DEED AND PLAT RECORDS
OF BEXAR COUNTY, TEXAS
OPR OFFICIAL PUBLIC RECORDS
(OFFICIAL PUBLIC RECORDS
OF REAL PROPERTY) OF
BEXAR COUNTY, TEXAS

VOL VOLUME
PG PAGE(S)
ROW RIGHT-OF-WAY
(SURVEYOR)
● SET 1/2" IRON ROD (PD)
○ SET 1/2" IRON ROD (PD)-ROW
○ EASEMENT POINT OF
INTERSECTION

① 14' GAS, ELECTRIC, TELEPHONE
AND CABLE TV EASEMENT
③ 10' GAS, ELECTRIC, TELEPHONE
AND CABLE TV EASEMENT
⑭ RIGHT-OF-WAY DEDICATION
(0.755 OF AN ACRE)
① 13' GAS EASEMENT
(DOC NO. 20190186859, OPR)
② 16' SANITARY SEWER
EASEMENT
(VOL 17404, PG 1986, OPR)
③ 16' SANITARY SEWER
EASEMENT
(VOL 17442, PG 339, OPR)

④ VARIABLE WIDTH DRAINAGE,
SEWER, ACCESS & UTILITY
EASEMENT
(DOC NO. _____, OPR)
⑤ 10' GAS, ELECTRIC,
TELEPHONE, AND CABLE TV
EASEMENT
(DOC NO. _____)
⑥ VARIABLE WIDTH DRAINAGE
EASEMENT
(DOC NO. _____)
(DOC NO. _____)

— CENTERLINE
— EXISTING 100-YR FEMA FLOODPLAIN

UNDEVELOPED
REMAINDER OF
204.871 ACRES
2020 FI GRAYTOWN, LLC
(DOC # 20200277080)100-YR
FEMA FLOODPLAIN
ZONE A
PER FEMA FLOOD
NO. 48029C0435G
DATED SEPTEMBER
19, 2010

CERTIFICATION BY CITY ENGINEER:

I, THE UNDERSIGNED, CITY ENGINEER OF THE CITY OF SCHERTZ, TEXAS HEREBY CERTIFY THAT THIS SUBDIVISION PLAT CONFORMS TO ALL REQUIREMENTS OF THE SUBDIVISION REGULATION AND THE CITY AS TO WHICH THIS APPROVAL REQUIRED.

CITY ENGINEER

STATE OF TEXAS
COUNTY OF BEXAR

I, [WE] THE OWNER(S) OF LAND SHOWN ON THIS PLAT, AND DESIGNATED HEREIN AS THE GRAYTOWN UNIT - 3A OF SCHERTZ, TEXAS AND WHOSE NAME IS SUBSCRIBED HERETO, HEREBY DEDICATE FOR THE USE OF THE PUBLIC FOREVER ALL STREETS, ALLEYS, PARKS, WATERCOURSES, DRAINS, EASEMENTS, AND PUBLIC PLACES THEREON SHOWN FOR THE PURPOSE AND CONSIDERATION THEREIN EXPRESSED.

OWNER/DEVELOPER: LLOYD A. DENTON, JR.
2020 FI GRAYTOWN, LLC
11 LYNN BATTIS LANE SUITE 100
SAN ANTONIO, TEXAS 78218
(210)828-6131STATE OF TEXAS
COUNTY OF BEXAR

BEFORE ME, THE UNDERSIGNED AUTHORITY ON THIS DAY PERSONALLY APPEARED LLOYD A. DENTON, JR., KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE
DAY OF _____, 20____

NOTARY PUBLIC, BEXAR COUNTY, TEXAS

PLANNING AND ZONING COMMISSION:

THIS PLAT OF GRAYTOWN UNIT - 3A HAS BEEN SUBMITTED TO AND CONSIDERED BY THE PLANNING & ZONING COMMISSION OF THE CITY OF SCHERTZ, AND HEREBY APPROVED BY SUCH COMMISSION.

BY _____
CHAIRMANBY _____
SECRETARY

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LOT 901, 902 BLOCK 9, LOT 901, BLOCK 7, LOT 901, BLOCK 10, LOT 901, BLOCK 14, IS DESIGNATED AS OPEN SPACE AND AS A COMMON AREA AND A DRAINAGE, SEWER, WATER, ELECTRIC, GAS, TELEPHONE AND CABLE TV EASEMENT.

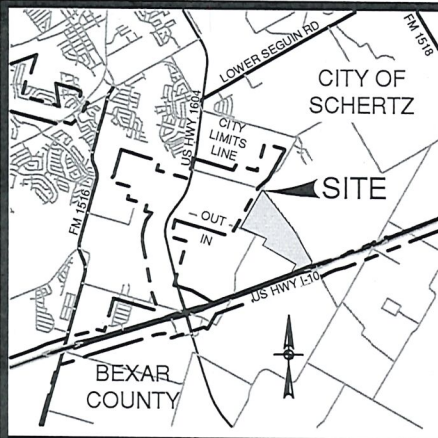
RESIDENTIAL FINISHED FLOOR

RESIDENTIAL FINISHED FLOOR ELEVATIONS MUST BE A MINIMUM OF EIGHT (8) INCHES ABOVE FINAL ADJACENT GRADE.

FINAL PLAT
OF
GRAYTOWN - UNIT 3A

BEING A TOTAL OF 31.132 AC TRACT OF LAND OUT OF A 204.795 AC TRACT CONVEYED TO 2020 FI GRAYTOWN LLC BY DEED RECORDED IN DOCUMENT NUMBER 20200277080 OF THE OFFICIAL PUBLIC RECORDS OF BEXAR COUNTY, TEXAS, OUT OF THE ANTONIO ZAMORA SURVEY NO. 36, ABSTRACT 828, BEXAR COUNTY.

SHEET 4 OF 4



LOCATION MAP

NOT-TO-SCALE

CALLED 24.731 AC
GLENN AND JANET BARNETT
(VOL. 2201, PG. 542, OPR)

THE RESERVE AT
SCHERTZ II, UNIT 3
(VOL. 9715, PG. 43, DPR)

THE RESERVE
AT SCHERTZ UNIT 1
(VOL. 9656, PGS.
185-187, DPR)

THE RESERVE
AT SCHERTZ
UNIT 2
(VOL. 9661, PGS.
149-151, DPR)

THE RESERVE
AT SCHERTZ UNIT 3
(VOL. 9673, PGS.
186-188, DPR)

CALLED 31.072 AC
MATTHEW COSGROVE
(VOL. 16864, PG. 671, OPR)

CALLLED 18.119 AC
2020 FI GRAYTOWN, LLC
(DOC. NO. 20200277081, OPR)

(GROSS)
32.664 ACRES
(SAVE AND EXCEPT)
1.532 ACRES
(NET)
31.132 ACRES

(GRAYTOWN UNIT 3)
31.132 ACRES
(1,356,092 SQ. FT. MORE OR LESS)

ANTONIO ZAMORA
SURVEY NO. 36
ABSTRACT 828
COUNTY BLOCK 5083

**PAPE-DAWSON
ENGINEERS**

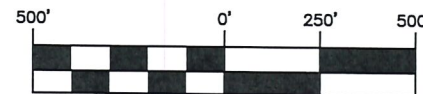
SAN ANTONIO | AUSTIN | HOUSTON | FORT WORTH | DALLAS
2000 NW LOOP 410 | SAN ANTONIO, TX 78213 | 210.375.9000
TEXAS ENGINEERING FIRM #470 | TEXAS SURVEYING FIRM #10028800

LEGEND:

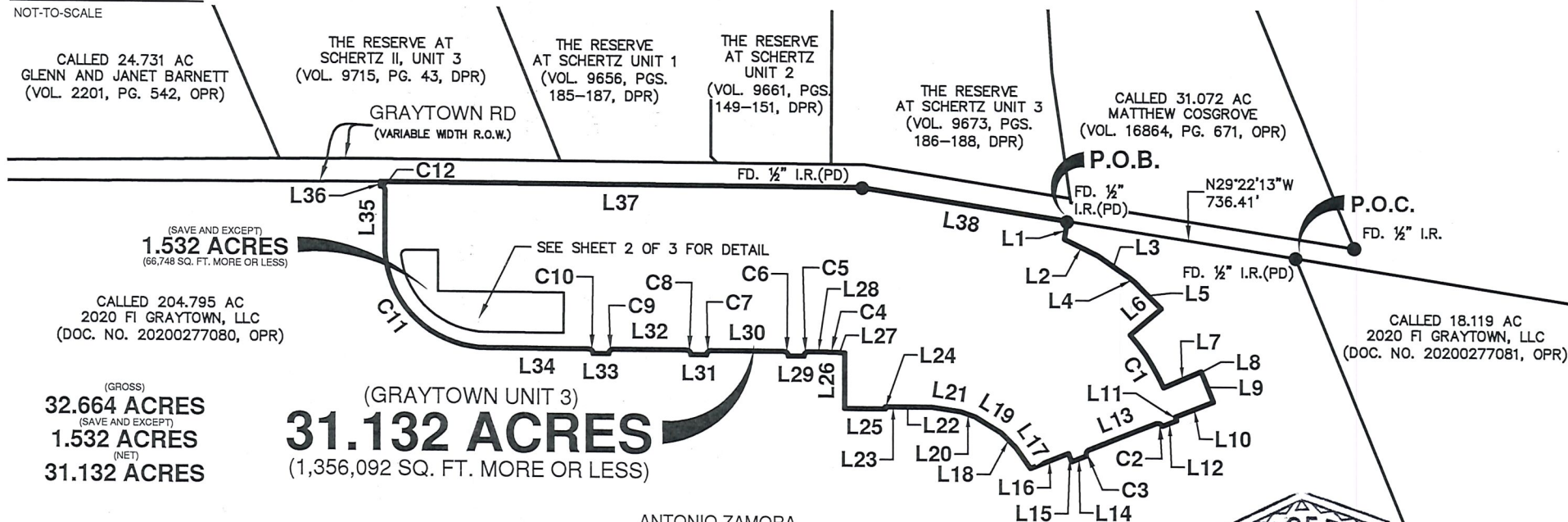
DR DEED RECORDS OF BEXAR COUNTY, TEXAS
OPR OFFICIAL PUBLIC RECORDS OF BEXAR COUNTY, TEXAS
DPR DEED AND PLAT RECORDS OF BEXAR COUNTY, TEXAS
PR PLAT RECORDS OF BEXAR COUNTY, TEXAS
FIR FOUND 1/2" IRON ROD

NOTES:

1. THIS EXHIBIT IS ISSUED IN CONJUNCTION WITH A METES AND BOUNDS DESCRIPTION PREPARED UNDER JOB NO. 11686-03 BY PAPE-DAWSON ENGINEERS, INC.
2. THE BEARINGS ARE BASED ON THE TEXAS COORDINATE SYSTEM ESTABLISHED FOR THE SOUTH CENTRAL ZONE FROM THE NORTH AMERICAN DATUM OF 1983 NAD 83 (NA2011) EPOCH 2010.00.

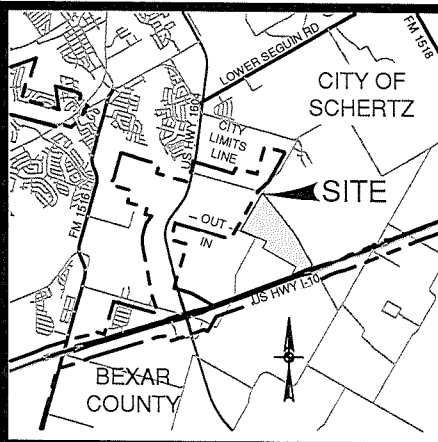


SCALE: 1" = 500'



MAY 2022

SHEET 1 OF 3
JOB No.: 11686-03



LOCATION MAP

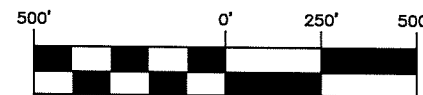
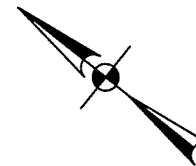
NOT-TO-SCALE

LEGEND:

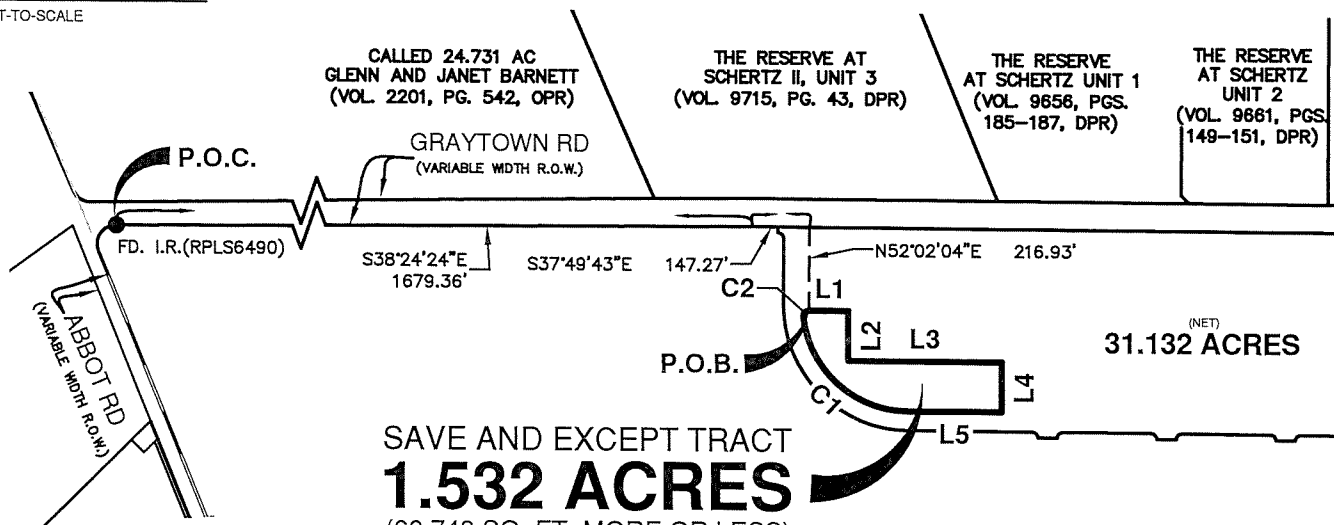
DR DEED RECORDS OF BEXAR COUNTY, TEXAS
 OPR OFFICIAL PUBLIC RECORDS OF BEXAR COUNTY, TEXAS
 DPR DEED AND PLAT RECORDS OF BEXAR COUNTY, TEXAS
 PR PLAT RECORDS OF BEXAR COUNTY, TEXAS
 FIR FOUND 1/2" IRON ROD

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SCALE: 1" = 500'



SAVE AND EXCEPT TRACT
1.532 ACRES
 (66,748 SQ. FT. MORE OR LESS)

(GROSS)
32.664 ACRES
 (SAVE AND EXCEPT)
1.532 ACRES
 (NET)
31.132 ACRES
 1" I.R.

CALLLED 204.795 AC
 2020 FI GRAYTOWN, LLC
 (DOC. NO. 20200277080, OPR)

LINE TABLE

LINE	BEARING	LENGTH
L1	S37°55'32"E	102.72'
L2	S52°04'28"W	129.61'
L3	S37°55'32"E	400.00'
L4	S52°04'28"W	130.03'
L5	S37°55'32"E	244.49'

CURVE TABLE

CURVE	RADIUS	DELTA	CHORD BEARING	CHORD	LENGTH
C1	275.00'	83°17'35"	S03°43'15"W	365.49'	399.78'
C2	15.00'	96°42'25"	N86°16'45"W	22.42'	25.32'

PAPE-DAWSON
ENGINEERS

SAN ANTONIO | AUSTIN | HOUSTON | FORT WORTH | DALLAS
 2000 NW LOOP 410 | SAN ANTONIO, TX 78213 | 210.375.9000
 TEXAS ENGINEERING FIRM #470 | TEXAS SURVEYING FIRM #10028800

ANTONIO ZAMORA
 SURVEY NO. 36
 ABSTRACT 828
 COUNTY BLOCK 5083

MAY 2022

SHEET 2 OF 3
 JOB No.:11686-03

LINE TABLE		
LINE	BEARING	LENGTH
L1	S60°37'47"W	58.66'
L2	S12°06'00"E	119.29'
L3	S03°32'59"E	119.29'
L4	S01°34'50"W	23.88'
L5	S06°42'38"W	119.29'
L6	N79°00'45"W	130.01'
L7	S61°54'34"E	130.02'
L8	S23°48'41"W	4.14'
L9	S30°00'00"W	100.21'
L10	N60°00'00"W	130.03'
L11	S30°00'00"W	12.42'
L12	N60°00'00"W	50.00'
L13	N60°00'00"W	230.05'
L14	N60°00'00"W	50.00'
L15	N30°00'00"E	28.33'
L16	N60°13'09"W	130.03'

LINE TABLE		
LINE	BEARING	LENGTH
L17	N16°55'06"E	81.17'
L18	N06°10'44"E	65.71'
L19	N07°00'14"W	97.28'
L20	N18°45'59"W	48.16'
L21	N29°57'44"W	90.31'
L22	N37°54'45"W	101.19'
L23	N37°55'32"W	50.00'
L24	S52°04'28"W	6.96'
L25	N37°55'32"W	130.03'
L26	N52°04'28"E	176.58'
L27	N34°04'48"W	32.64'
L28	N37°55'32"W	61.67'
L29	N37°55'32"W	50.00'
L30	N37°55'32"W	230.05'
L31	N37°55'32"W	50.00'
L32	N37°55'32"W	230.05'

LINE TABLE		
LINE	BEARING	LENGTH
L33	S37°55'32"E	50.00'
L34	S37°55'32"E	324.44'
L35	N52°04'28"E	171.50'
L36	N52°02'04"E	15.00'
L37	S37°57'56"E	1530.31'
L38	S29°23'34"E	662.57'

CURVE TABLE					
CURVE	RADIUS	DELTA	CHORD BEARING	CHORD	LENGTH
C1	670.00'	17°06'12"	S19°32'21"W	199.26'	200.00'
C2	15.00'	90°00'00"	N15°00'00"W	21.21'	23.56'
C3	15.00'	90°00'00"	S75°00'00"W	21.21'	23.56'
C4	310.00'	3°50'44"	N36°00'10"W	20.80'	20.81'
C5	15.00'	90°00'00"	N82°55'32"W	21.21'	23.56'
C6	15.00'	90°00'00"	N07°04'28"E	21.21'	23.56'
C7	15.00'	90°00'00"	N82°55'32"W	21.21'	23.56'
C8	15.00'	90°00'00"	N07°04'28"E	21.21'	23.56'
C9	15.00'	90°00'00"	N82°55'32"W	21.21'	23.56'
C10	15.00'	90°00'00"	N07°04'28"E	21.21'	23.56'
C11	325.00'	90°00'24"	N07°04'16"E	459.62'	510.51'
C12	15.00'	90°02'24"	N07°03'16"E	21.22'	23.57'



SAN ANTONIO | AUSTIN | HOUSTON | FORT WORTH | DALLAS
 2000 NW LOOP 410 | SAN ANTONIO, TX 78213 | 210.375.9000
 TEXAS ENGINEERING FIRM #470 | TEXAS SURVEYING FIRM #10029800

MAY 2022

SHEET 3 OF 3
 JOB No.:11686-03

Date: May 9, 2022, 12:29 PM - User ID: estarling
 File: N:\CIVIL\11686-03\11686-03 EX 31.132AC Unit 3.dwg

REFERENCE:

METES AND BOUNDS DESCRIPTION
FOR GRAYTOWN UNIT 3

A 32.664 acre, or 1,314,528 square feet more or less, tract of land out of that called 204.795 acre tract conveyed to 2020 FI Graytown, LLC, in deed recorded in Document No. 20200277080 of the Official Public Records of Bexar County, Texas, out of the Antonio Zamora Survey No. 36, Abstract No. 828, County Block 5083, of the City of Schertz, Bexar County, Texas. Said 32.664 acre tract being more fully described as follows, with bearings based on the Texas Coordinate System established for the South Central Zone from the North American Datum of 1983 NAD 83 (NA2011) epoch 2010.00:

COMMENCING: At a found $\frac{1}{2}$ " iron rod with a yellow cap stamped "Pape-Dawson" on the south right-of-way line of Graytown Road, a variable width public right-of-way, at the northwest corner of a called 18.119 acre tract, conveyed to 2020 FI Graytown, LLC, in deed recorded in Document No. 2020027081 of said Official Public Records, same being the northeast corner of said 204.795 acre tract;

THENCE: Along and with said south right-of-way line, same being the north line of said 204.795 acre tract, a common line, the following bearings and distances:

N 29°22'13" W, a distance of 736.10 feet to the POINT OF BEGINNING of the herein described tract and from which a found $\frac{1}{2}$ " iron rod with a yellow cap stamped "Pape-Dawson" bears, N 29°22'13" W, 2.10 feet;

THENCE: Departing said common line, over and across said 204.795 acre tract the following courses:

S 60°37'47" W, a distance of 58.66 feet to a point;

S 12°06'00" E, a distance of 119.29 feet to a point;

S 03°32'59" E, a distance of 119.29 feet to a point;

S 01°34'50" W, a distance of 23.88 feet to a point;

S 06°42'38" W, a distance of 119.30 feet to a point;

N 79°00'45" W, a distance of 130.01 feet to a point;

Southwesterly, along a non-tangent curve to the right, said curve having a radius of 670.00 feet, a central angle of 17°06'11", a chord bearing and distance of S 19°32'21" W, 199.26 feet, for an arc length of 200.00 feet to a point;

S 61°54'34" E, a distance of 130.02 feet to a point;

S 23°48'41" W, a distance of 4.14 feet to a point;

S 30°00'00" W, a distance of 100.21 feet to a point;

N 60°00'00" W, a distance of 130.03 feet to a point;

S 30°00'00" W, a distance of 12.42 feet to a point;

N 60°00'00" W, a distance of 50.00 feet to a point;

Northwesterly, along a non-tangent curve to the left, said curve having a radius of 15.00 feet, a central angle of 90°00'00", a chord bearing and distance of N 15°00'00" W, 21.21 feet, for an arc length of 23.56 feet to a point;

N 60°00'00" W, a distance of 230.05 feet to a point;

Southwesterly, along a tangent curve to the left, said curve having a radius of 15.00 feet, a central angle of 90°00'00", a chord bearing and distance of S 75°00'00" W, 21.21 feet, for an arc length of 23.56 feet to a point;

N 60°00'00" W, a distance of 50.00 feet to a point;

N 30°00'00" E, a distance of 28.33 feet to a point;

N 60°13'09" W, a distance of 130.03 feet to a point;

N 16°55'06" E, a distance of 81.17 feet to a point;

N 06°10'44" E, a distance of 65.71 feet to a point;

N 07°00'14" W, a distance of 97.28 feet to a point;

N 18°45'59" W, a distance of 48.16 feet to a point;

N 29°57'44" W, a distance of 90.31 feet to a point;

N 37°54'45" W, a distance of 101.18 feet to a point;

N 37°55'32" W, a distance of 50.00 feet to a point;

S 52°04'28" W, a distance of 6.96 feet to a point;

N 37°55'32" W, a distance of 130.03 feet to a point;

N 52°04'28" E, a distance of 176.58 feet to a point;

N 34°04'48" W, a distance of 32.64 feet to a point;

Northwesterly, along a tangent curve to the left, said curve having a radius of 310.00 feet, a central angle of 03°50'44", a chord bearing and distance of N 36°00'10" W, 20.80 feet, for an arc length of 20.81 feet to a point;

N 37°55'32" W, a distance of 61.67 feet to a point;

Northwesterly, along a tangent curve to the left, said curve having a radius of 15.00 feet, a central angle of 90°00'00", a chord bearing and distance of N 82°55'32" W, 21.21 feet, for an arc length of 23.56 feet to a point;

N 37°55'32" W, a distance of 50.00 feet to a point;

Northeasterly, along a non-tangent curve to the left, said curve having a radius of 15.00 feet, a central angle of 90°00'00", a chord bearing and distance of N 07°04'28" E, 21.21 feet, for an arc length of 23.56 feet to a point;

N 37°55'32" W, a distance of 230.05 feet to a point;

Northwesterly, along a tangent curve to the left, said curve having a radius of 15.00 feet, a central angle of 90°00'00", a chord bearing and distance of N 82°55'32" W, 21.21 feet, for an arc length of 23.56 feet to a point;

N 37°55'32" W, a distance of 50.00 feet to a point;

Northeasterly, along a non-tangent curve to the left, said curve having a radius of 15.00 feet, a central angle of 90°00'00", a chord bearing and distance of N 07°04'28" E, 21.21 feet, for an arc length of 23.56 feet to a point;

N 37°55'32" W, a distance of 50.00 feet to a point;

Northeasterly, along a non-tangent curve to the left, said curve having a radius of 15.00 feet, a central angle of 90°00'00", a chord bearing and distance of N 07°04'28" E, 21.21 feet, for an arc length of 23.56 feet to a point;

N 37°55'32" W, a distance of 230.05 feet to a point;

Northwesterly, along a tangent curve to the left, said curve having a radius of 15.00 feet, a central angle of 90°00'00", a chord bearing and distance of N 82°55'32" W, 21.21 feet, for an arc length of 23.56 feet to a point;

N 37°55'32" W, a distance of 50.00 feet to a point;

Northeasterly, along a non-tangent curve to the left, said curve having a radius of 15.00 feet, a central angle of 90°00'00", a chord bearing and distance of N 07°04'28" E, 21.21 feet, for an arc length of 23.56 feet to a point;

N 37°55'32" W, a distance of 324.44 feet to a point;

Northeasterly, along a tangent curve to the right, said curve having a radius of 325.00 feet, a central angle of 90°00'00", a chord bearing and distance of N 07°04'28" E, 459.62 feet, for an arc length of 510.51 feet to a point;

N 52°04'28" E, a distance of 171.50 feet to a point;

Northeasterly, along a tangent curve to the left, said curve having a radius of 15.00 feet, a central angle of 90°02'24", a chord bearing and distance of N 07°03'16" E, 21.22 feet, for an arc length of 23.57 feet to a point;

N 52°02'04" E, a distance of 15.00 feet to a point on the south right-of-way line of Graytown Road, same being the north line of said called 204.795 acre tract, a common line;

THENCE: S 37°57'56" E, along and with said common line, a distance of 1530.31 feet to a found ½" iron rod with a yellow cap stamped "Pape-Dawson";

THENCE: S 29°23'34" E, continuing along and with said common line, a distance of 662.57 feet to the POINT OF BEGINNING and containing 32.664 acres.

SAVE AND EXCEPT a 1.532 acre, or 66,748 square feet more or less, tract of land out of that called 204.795 acre tract conveyed to 2020 FI Graytown, LLC, in deed recorded in Document No. 20200277080 of the Official Public Records of Bexar County, Texas, out of the Antonio Zamora Survey No. 36, Abstract No. 828, County Block 5083, of the City of Schertz, Bexar County, Texas. Said 1.532 acre tract being more fully described as follows, with bearings based on the Texas Coordinate System established for the South Central Zone from the North American Datum of 1983 NAD 83 (NA2011) epoch 2010.00:

COMMENCING: At a found ½" iron rod with a cap marked " RPLS 6490" on the southwest right-of-way line of Graytown Road, a variable width right-of-way, at the southeast right-of-way line of Abbott Road, a variable width right-of-way, same being a northwest corner of said called 204.795 acre tract:

THENCE: S 38°24'24" E, along and with said southeast right-of-way line said Graytown Road, same being the north line of said called 204.795 acre tract, a common line, a distance of 1679.36 feet to a point;

THENCE: S 37°49'43" E, continuing along said common line, a distance of 147.27 feet to a point;

THENCE: S 52°02'04" W, departing said common line, over and across said 204.795 acre tract, a distance of 216.93 feet to the POINT OF BEGINNING of the herein described tract;

THENCE: Continuing over and across said called 204.795 acre tract the following courses:

S 37°55'32" E, a distance of 102.72 feet to a point;

S 52°04'28" W, a distance of 129.61 feet to a point;

S 37°55'32" E, a distance of 400.00 feet to a point;

S 52°04'28" W, a distance of 130.03 feet to a point;

N 37°55'32" W, a distance of 244.49 feet to a point;

Northeasterly, along a tangent curve to the right, said curve having a radius of 275.00 feet, a central angle of 83°17'35", a chord bearing and distance of N 03°43'15" E, 365.49 feet, for an arc length of 399.78 feet to a point;

THENCE: Southeasterly, along a compound curve to the right, said curve having a radius of 15.00 feet, a central angle of 96°42'25", a chord bearing and distance of S 86°16'45" E, 22.42 feet, for an arc length of 25.32 feet to the POINT OF BEGINNING and containing 1.532 acres in the City of San Antonio, Bexar County, Texas. Said tract being described in conjunction with a survey made on the ground and a survey map prepared under job number 11686-03 by Pape-Dawson Engineers, Inc.

32.664 ACRES, GROSS AREA
1.532 ACRES, SAVE AND EXCEPT
31.132 ACRES, NET AREA

PREPARED BY: Pape-Dawson Engineers, Inc.
DATE: May 2022
JOB NO. 11686-03
DOC. ID. N:\CIVIL\11686-03\Word\BOUNDARY\11686-03 FN 31.132AC.docx



EXHIBIT “B”

The Cost Estimate

[See attached]

Exhibit B

GRAYTOWN UNIT 3A ADJACENT ROADWAY IMPROVEMENTS GRAYTOWN ROAD OPINION OF PROBABLE CONSTRUCTION COST

I. STREET & DRAINAGE IMPROVEMENTS

2/3/2023

ITEM NO.	DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT
STREET IMPROVEMENTS					
1.	Mobilization	LS	1	\$4,891.76	\$4,891.76
2.	Excavation (Streets)	CY	866	\$6.00	\$5,197.14
3.	Secondary Rural Arterial				
	a. 3" HMAC Type "D"	SY	2,036	\$17.50	\$35,630.00
	b. 12" Flex Base	SY	2,036	\$18.00	\$36,648.00
	c. Triax TX5 Geogrid	SY	2,036	\$6.00	\$12,216.00
	d. 12" Moisture Conditioned Subgrade	SY	2,036	\$4.00	\$8,144.00
SUBTOTAL STREET IMPROVEMENTS:					\$102,726.90
DRAINAGE IMPROVEMENTS					
1.	Channel Excavation	CY	247	\$18.00	\$4,451.76
2.	Channel Revegetation (Hydromulch)	SY	1,374	\$1.50	\$2,061.00
3.	4" Top Soil	SY	1,374	\$2.00	\$2,748.00
SUBTOTAL DRAINAGE IMPROVEMENTS:					\$9,260.76
15% CONTINGENCY					\$16,798.15
TOTAL STREET & DRAINAGE IMPROVEMENTS:					\$128,785.81

Notes:

1. The existing road width for the developer's half of Graytown Rd is approximately 15.75 ft. OPC assumes an addition of 8.25 ft. required by the City of Schertz UDC. Excavation (Streets) is assumed to be 0.39 cy/lf for the additional length of Secondary Rural Arterial section. In addition to the City of Schertz standard Secondary Rural Arterial Section, header curb will be constructed along the full length of Graytown Rd.

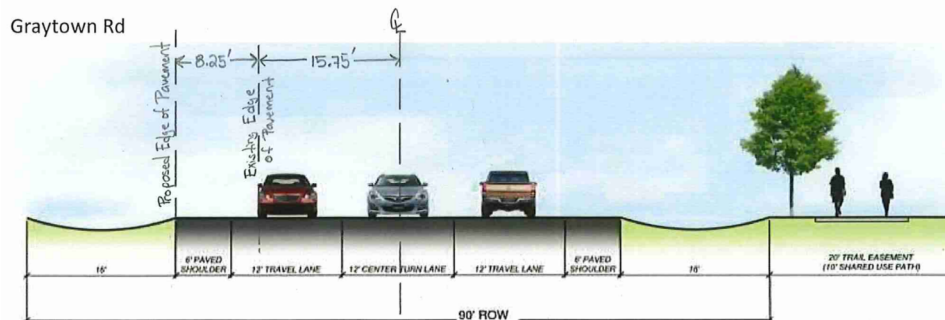


Figure 17. Secondary Rural Arterial Section – Ware Seguin Road.

EXHIBIT “C”

The Surety

[See attached]

CITY COUNCIL MEMORANDUM

City Council Meeting: March 28, 2023
Department: Emergency Medical Services
Subject: Resolution 23-R-27 - Consideration and/or action by the City Council of the City of Schertz, Texas, approving a Resolution authorizing the City Manager to execute settlement participation forms from opioid settlement agreements secured by the office of the Attorney General. (S.Williams/J.Mabbitt)

BACKGROUND

On September 7, 2021, City Council approved Resolution No. 21-R-93 to join with the State of Texas and Political Subdivisions as a party in the Texas opioid settlement secured by the Office of the Attorney General. Council agreed to support the adoption and approval of the Texas Opioid Abatement Fund Council and Settlement Allocation Term Sheet. Additional distributors have been identified (Allergan, Walmart, Walgreens and CVS) requiring settlement participation forms to be completed.

GOAL

The proposed Settlements require Allergan to pay \$135 million, CVS to pay \$304 million, Walgreens to pay \$340 million, and Walmart to pay \$170 million (the “Settlement Amount”) to Texas and its political subdivisions. Of the Settlement Amount, the vast majority is earmarked for use by Texas and its subdivisions to remediate and abate the impacts of the opioid crisis. The Settlements also contain injunctive relief provisions governing the opioid marketing as well as the sale and dispensing practices at the heart of the opioid claims in the lawsuits.

The subdivisions within Texas are entitled to decide whether they wish to participate in the settlement. Any subdivision that does not participate cannot directly share in any of the settlement funds.

COMMUNITY BENEFIT

The City Council finds and determines that it is in the best interest of the health, safety, and welfare of the City to participate in the Texas Term Sheet by authorizing the City Manager to execute the Settlement Participation Forms that are required.

SUMMARY OF RECOMMENDED ACTION

Consideration and action approving a Resolution authorizing the City Manager to execute settlement participation forms from opioid settlement agreements.

FISCAL IMPACT

Here are the *estimates* for what the city of Schertz would receive in the direct payment from these settlements:

Allergan	CVS	Walgreens	Walmart
\$8,069.02	\$18,136.17	\$20,293.46	\$10,145.51

RECOMMENDATION

Staff recommends approval of Resolution 23-R-27.

Attachments

Opioid Settlement Information Sheet

Settlement_Participation_Form_Allergan[1]

Settlement_Participation_Form_CVS[62]

Settlement_Participation_Form_Walgreens[20]

Settlement_Participation_Form_Walmart[83]

Resolution 23-R-27



TO LOCAL POLITICAL SUBDIVISIONS:
IMPORTANT INFORMATION ABOUT NEW OPIOID SETTLEMENTS WITH ALLERGAN, CVS,
WALMART, AND WALGREENS.
SUBDIVISIONS MUST SUBMIT SIGNED DOCUMENTATION TO PARTICIPATE.
THE DEADLINE FOR PARTICIPATION IS APRIL 18, 2023.

If your subdivision is represented by an attorney with respect to opioid claims, please immediately contact them.

Please note that this settlement is a NEW opioid settlement; your subdivision may have previously submitted documents for the Distributors, Janssen/J&J, Endo, and Teva settlements.

To participate in the Allergan, CVS, Walgreens, and Walmart settlements, you will need to submit new documentation.

WHY IS YOUR SUBDIVISION RECEIVING THIS NOTICE?

You are receiving this email because Texas settled with Allergan, CVS, Walgreens, and Walmart, and your subdivision may participate in these Settlements. This email is being sent directly to subdivisions who are not litigating against Allergan, CVS, Walgreens, and/or Walmart. If you are represented by an attorney with respect to opioid claims, please immediately contact them. Please note that there is no need for subdivisions to be represented by an attorney or to have filed a lawsuit to participate in the Settlements.

Your subdivision may have already signed on to the Distributor, Janssen/J&J, Endo, and/or Teva settlements and adopted the Texas Term Sheet. **If so, do not disregard this notice. These are settlements with Allergan, CVS, Walgreens, and Walmart.** If you have already signed on to the Allergan, CVS, Walgreens, and Walmart Settlements, you may disregard this notice.

HOW DO YOU PARTICIPATE IN THE SETTLEMENTS?

All required documentation must be executed and submitted to the email address: opioids@oag.texas.gov. Your subdivision will need to submit the **Subdivision Participation Form** for each settlement to opioids@oag.texas.gov. Please also be sure to include in the Form

the identity and email address of the individual who is authorized to sign formal and binding documents on behalf of your subdivision.

SETTLEMENT OVERVIEW

The proposed Settlements require Allergan to pay \$135 million, CVS to pay \$304 million, Walgreens to pay \$340 million, and Walmart to pay \$170 million (the “Settlement Amount”) to Texas and its political subdivisions. Of the Settlement Amount, the vast majority is earmarked for use by Texas and its subdivisions to remediate and abate the impacts of the opioid crisis. The Settlements also contain injunctive relief provisions governing the opioid marketing as well as the sale and dispensing practices at the heart of the opioid claims in the lawsuits.

The subdivisions within Texas are entitled to decide whether they wish to participate in the settlement. Any subdivision that does not participate cannot directly share in any of the settlement funds.

WHERE CAN YOU FIND MORE INFORMATION?

This email is intended to provide a brief overview of the Settlements. Detailed information about the Settlements may be found at the website set up by Office of the Attorney General of Texas: <https://www.texasattorneygeneral.gov/globalopioidsettlement>.

WHY YOU SHOULD PARTICIPATE

Texas, other states, and cities and counties around the country have announced support of this settlement.

Subdivision participation is strongly encouraged, for the following reasons:

First, the amounts to be paid under the Settlements, while insufficient to abate the epidemic fully, will contribute to allowing Texas and its local governments to commence with meaningful change designed to curb opioid addiction, overdose, and death, following on the Distributors and Johnson & Johnson/Janssen settlements from 2021 and the Teva and Endo settlements from 2022;

Second, time is of the essence. The opioid epidemic continues to devastate communities around the country, and it is critical that the funds begin to flow to allow governments to address the epidemic in their communities ***as soon as possible***; and

Third, you know first-hand the effects of the opioid epidemic on your community. Funds from these settlements will be used to commence abatement of the crisis and provide relief to your

citizens while litigation and settlement discussions proceed against numerous other defendants in the opioid industry.

HOW WILL SETTLEMENT FUNDS BE ALLOCATED IN TEXAS?

The Texas Term Sheet, which sets the allocation between subdivisions and the State, can be found on the Texas Attorney General's website. Any questions concerning the status or terms of the Texas Term Sheet and allocations in Texas can be directed to the Texas Attorney General's Office.

You may be contacted by the Texas Attorney General's Office with additional information regarding the allocation of settlement funds in Texas. Subdivisions with representation can expect information from their attorneys. We encourage you to review all materials and to follow up with any questions. The terms of these settlements are complex, and we want to be sure you have all the information you need to make your decision.

As with the other opioid settlements, the Texas Comptroller of Public Accounts and the Texas Opioid Council will disburse funds to participating political subdivisions in Texas.

NEXT STEPS

This settlement requires that you take affirmative steps to 'opt in' to the settlement. If you do not act, you will not receive any settlement funds.

First, have your authorizing person(s) or body begin to review the materials on the website concerning the settlement agreement terms and the Texas Term Sheet. Develop a list of questions for your counsel or the Texas Attorney General's Office. Your subdivision will need to begin the process of deciding whether to participate in the proposed settlement, and subdivisions are encouraged to work through this process well before the **April 18, 2023**, deadline. Again, the Texas Attorney General's Office, your counsel, and other contacts within the state are available to discuss the specifics of the settlements within your state and we encourage you to discuss the terms and benefits of the settlements with them.

Second, should you decide to proceed with participating, your subdivision will need to submit your signed Subdivision Participation Form to opioids@oag.texas.gov.

NOTE: If your subdivision has not already done so, your subdivision will need to adopt the Texas Term Sheet and its intrastate allocation schedule. If your subdivision has previously signed on to the Distributors, J&J/Janssen, Endo, and/or Teva settlements, you will have already adopted the Texas Term Sheet. There is no need to readopt the Texas Term Sheet. If you have NOT adopted the Texas Term Sheet, please contact opioids@oag.texas.gov.

We urge you to view the Texas Attorney General's website at your earliest convenience. Information and documents regarding the settlement can be found on the settlement website at: <https://www.texasattorneygeneral.gov/globalopioidsettlement>

Questions regarding the opioid settlements can be directed to: Stephanie Eberhardt (stephanie.eberhardt@oag.texas.gov) and opioids@oag.texas.gov.

FREQUENTLY ASKED QUESTIONS

1. My subdivision already signed up for opioid settlements. Is that good enough for these new settlements?

No, you will need to submit separate **Subdivision Participation Forms** for Allergan, CVS, Walgreens, and Walmart; opting into the other settlements does not sign you up for this one.

2. Does my subdivision need to pass a resolution to sign up for this settlement?

This depends on the specifics of what your county or city is required to do to release legal claims. If your city manager, for example, is authorized to generally enter into opioid settlements, you may not need a resolution. Consult your legal counsel for advice.

If your subdivision has already adopted the Texas Term Sheet to sign on to a previous opioid settlement, you do NOT need to adopt an additional resolution to readopt the Texas Term Sheet.

3. When will my subdivision receive funds from this settlement and/or the other settlements?

Funds for the Distributors, J&J/Janssen, Endo, and Teva settlements have been paid to the Texas Comptroller of Public Accounts, the Texas Opioid Council, and the Texas Treasury Safekeeping Trust Company. Please contact OAFC.Public@cpa.texas.gov for more details.

4. How much will my subdivision receive from the Allergan, CVS, Walgreens, and Walmart Settlements?

If you have questions about your subdivision's individual allocation amount, please contact Stephanie Eberhardt (stephanie.eberhardt@oag.texas.gov) or opioids@oag.texas.gov.

5. What are all the different Texas opioid settlements?

Here is a summary of all the opioid settlements between Texas and its political subdivisions and the various manufacturers, distributors, and retail pharmacies:

Date Announced	Company	Amount
February 2021	McKinsey	\$38.4 million
July 2021	Distributors (AmerisourceBergen, Cardinal Health, and McKesson)	\$1.271 billion
July 2021	Janssen	\$296 million
December 2021	Endo	\$63 million
February 2021	Teva	\$150 million plus \$75 million in product
June 2021	Mallinckrodt	\$74 million
December 2022	Allergan	\$135 million
December 2022	Walmart	\$170 million
December 2022	CVS	\$304 million
December 2022	Walgreens	\$340 million
Total	12 companies	\$2.919 billion

EXHIBIT K
Subdivision and Special District Settlement Participation Form

Governmental Entity:	State:
Authorized Signatory:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above (“*Governmental Entity*”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Agreement dated November 22, 2022 (“*Allergan Settlement*”), and acting through the undersigned authorized official, hereby elects to participate in the Allergan Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Allergan Settlement, understands that all terms in this Election and Release have the meanings defined therein, and agrees that by this Election, the Governmental Entity elects to participate in the Allergan Settlement as provided therein.
2. Following the execution of this Settlement Participation Form, the Governmental Entity shall comply with Section III.B of the Allergan Settlement regarding Cessation of Litigation Activities.
3. The Governmental Entity shall, within fourteen (14) days of the Reference Date and prior to the filing of the Consent Judgment, file a request to dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the MDL Plaintiffs’ Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal With Prejudice substantially in the form found at <https://nationalopioidsettlement.com>.
4. The Governmental Entity agrees to the terms of the Allergan Settlement pertaining to Subdivisions and Special Districts as defined therein.
5. By agreeing to the terms of the Allergan Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
6. The Governmental Entity agrees to use any monies it receives through the Allergan Settlement solely for the purposes provided therein.



7. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Allergan Settlement.
8. The Governmental Entity has the right to enforce the Allergan Settlement as provided therein.
9. The Governmental Entity, as a Participating Subdivision or Participating Special District, hereby becomes a Releasor for all purposes in the Allergan Settlement, including, but not limited to, all provisions of **Section V (Release)**, and along with all departments, agencies, divisions, boards, commissions, Subdivisions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity whether elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist in bringing, or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Allergan Settlement are intended to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Allergan Settlement shall be a complete bar to any Released Claim.
10. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision or Participating Special District as set forth in the Allergan Settlement.
11. In connection with the releases provided for in the Allergan Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Allergan Settlement.

12. Nothing herein is intended to modify in any way the terms of the Allergan Settlement, to which the Governmental Entity hereby agrees. To the extent this Settlement Participation Form is interpreted differently from the Allergan Settlement in any respect, the Allergan Settlement controls.



I have all necessary power and authorization to execute this Settlement Participation Form on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____



EXHIBIT K

Subdivision Participation and Release Form

Governmental Entity:	State:
Authorized Signatory:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above ("*Governmental Entity*"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated December 9, 2022 ("*CVS Settlement*"), and acting through the undersigned authorized official, hereby elects to participate in the CVS Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the CVS Settlement, understands that all terms in this Participation and Release Form have the meanings defined therein, and agrees that by executing this Participation and Release Form, the Governmental Entity elects to participate in the CVS Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall promptly, and in any event no later than 14 days after the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs' Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal with Prejudice substantially in the form found at <https://nationalopioidsettlement.com>.
3. The Governmental Entity agrees to the terms of the CVS Settlement pertaining to Participating Subdivisions as defined therein.
4. By agreeing to the terms of the CVS Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the CVS Settlement solely for the purposes provided therein.



6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the CVS Settlement. The Governmental Entity likewise agrees to arbitrate before the National Arbitration Panel as provided in, and for resolving disputes to the extent otherwise provided in, the CVS Settlement.
7. The Governmental Entity has the right to enforce the CVS Settlement as provided therein.
8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the CVS Settlement, including without limitation all provisions of Section XI (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the CVS Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The CVS Settlement shall be a complete bar to any Released Claim.
9. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the CVS Settlement.
10. In connection with the releases provided for in the CVS Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the CVS Settlement.



11. Nothing herein is intended to modify in any way the terms of the CVS Settlement, to which Governmental Entity hereby agrees. To the extent this Participation and Release Form is interpreted differently from the CVS Settlement in any respect, the CVS Settlement controls.

I have all necessary power and authorization to execute this Participation and Release Form on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____



EXHIBIT K

Subdivision Participation and Release Form

Governmental Entity:	State:
Authorized Signatory:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above (“*Governmental Entity*”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated December 9, 2022 (“*Walgreens Settlement*”), and acting through the undersigned authorized official, hereby elects to participate in the Walgreens Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Walgreens Settlement, understands that all terms in this Participation and Release Form have the meanings defined therein, and agrees that by executing this Participation and Release Form, the Governmental Entity elects to participate in the Walgreens Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall promptly, and in any event no later than 14 days after the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs’ Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal with Prejudice substantially in the form found at <https://nationalopioidsettlement.com>.
3. The Governmental Entity agrees to the terms of the Walgreens Settlement pertaining to Participating Subdivisions as defined therein.
4. By agreeing to the terms of the Walgreens Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the Walgreens Settlement solely for the purposes provided therein.



6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Walgreens Settlement. The Governmental Entity likewise agrees to arbitrate before the National Arbitration Panel as provided in, and for resolving disputes to the extent otherwise provided in, the Walgreens Settlement.
7. The Governmental Entity has the right to enforce the Walgreens Settlement as provided therein.
8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Walgreens Settlement, including without limitation all provisions of Section XI (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Walgreens Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Walgreens Settlement shall be a complete bar to any Released Claim.
9. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the Walgreens Settlement.
10. In connection with the releases provided for in the Walgreens Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Walgreens Settlement.



11. Nothing herein is intended to modify in any way the terms of the Walgreens Settlement, to which Governmental Entity hereby agrees. To the extent this Participation and Release Form is interpreted differently from the Walgreens Settlement in any respect, the Walgreens Settlement controls.

I have all necessary power and authorization to execute this Participation and Release Form on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____



EXHIBIT K

Subdivision Participation Form

Governmental Entity:	State:
Authorized Official:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above ("Governmental Entity"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated November 14, 2022 ("Walmart Settlement"), and acting through the undersigned authorized official, hereby elects to participate in the Walmart Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Walmart Settlement, understands that all terms in this Election and Release have the meanings defined therein, and agrees that by this Election, the Governmental Entity elects to participate in the Walmart Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall promptly, and in any event within 14 days of the Effective Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in In re National Prescription Opiate Litigation, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs' Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal With Prejudice substantially in the form found at <https://nationalopioidsettlement.com/>.
3. The Governmental Entity agrees to the terms of the Walmart Settlement pertaining to Subdivisions as defined therein.
4. By agreeing to the terms of the Walmart Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the Walmart Settlement solely for the purposes provided therein.



6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Walmart Settlement.
7. The Governmental Entity has the right to enforce the Walmart Settlement as provided therein.
8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Walmart Settlement, including but not limited to all provisions of Section X (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Walmart Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Walmart Settlement shall be a complete bar to any Released Claim.
9. In connection with the releases provided for in the Walmart Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Walmart Settlement.

10. Nothing herein is intended to modify in any way the terms of the Walmart Settlement, to which Governmental Entity hereby agrees. To the extent this Election and Release is interpreted differently from the Walmart Settlement in any respect, the Walmart Settlement controls.



I have all necessary power and authorization to execute this Election and Release on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____



RESOLUTION NO. 23-R-27

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS AUTHORIZING THE CITY MANAGER TO EXECUTE SETTLEMENT PARTICIPATION FORMS FROM OPIOID SETTLEMENT AGREEMENTS SECURED BY THE OFFICE OF THE ATTORNEY GENERAL.

WHEREAS, the State of Texas, through the Office of the Attorney General, and a negotiation group for Texas political subdivisions entered into an agreement entitled Texas Opioid Abatement Fund Council and Settlement Allocation Term Sheet approving the allocation of any and all opioid settlement funds within the State of Texas; and

WHEREAS, the City Attorney and the State of Texas have recommended that the City Council of the City of Schertz, Texas support the adoption and approval of the Texas Term Sheet in its entirety; and

WHEREAS, participating in the Texas Term Sheet increases the State of Texas' opportunity to maximize its share of opioid settlement funds and will provide a method to ensure that needed resources reach communities once all negotiations are finalized; and

WHEREAS, the City Council finds and determines that it is in the best interest of the health, safety, and welfare of the City to participate in the Texas Term Sheet.

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

Section 1. The City Council hereby authorizes the City Manager to execute the Settlement Participation Forms, attached hereto.

Section 2. The recitals contained in the preamble hereof are hereby found to be true, and such recitals are hereby made a part of this Resolution for all purposes and are adopted as a part of the judgment and findings of the City Council.

Section 3. All resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Resolution are hereby repealed to the extent of such conflict, and the provisions of this Resolution shall be and remain controlling as to the matters resolved herein.

Section 4. This Resolution shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

Section 5. If any provision of this Resolution or the application thereof to any person or circumstance shall be held to be invalid, the remainder of this Resolution and the application of such provision to other persons and circumstances shall nevertheless be valid, and the City Council hereby declares that this Resolution would have been enacted without such invalid provision.

Section 6. It is officially found, determined, and declared that the meeting at which this Resolution is adopted was open to the public and public notice of the time, place, and

subject matter of the public business to be considered at such meeting, including this Resolution, was given, all as required by Chapter 551, Texas Government Code, as amended.

Section 7. This Resolution shall be in force and effect from and after its final passage, and it is so resolved.

PASSED AND ADOPTED, this 28th day of March, 2023.

CITY OF SCHERTZ, TEXAS

Ralph Gutierrez, Mayor

ATTEST:

Sheila Edmondson, City Secretary

CITY COUNCIL MEMORANDUM

City Council Meeting: March 28, 2023

Department: Planning & Community Development

Subject: Ordinance 23-S-04 - Consideration and/or action by the City Council of the City of Schertz, Texas approving an Ordinance to rezone approximately 87 acres of land from General Business District (GB) and Single-Family Residential / Agricultural District (RA) to General Business District II (GB-2), located approximately 4,000 feet west of the intersection of IH-10 Access Road and FM 1518, also known as Bexar County Property Identification Number 619249, also known as 12625 IH-10E, City of Schertz, Bexar County, Texas. (*Final Reading*) (B.James/ L.Wood/ E.Delgado)

BACKGROUND

Update from March 7, 2023 City Council Meeting:

On March 7th the City Council conducted a public hearing for Ordinance No. 23-S-04. After the public hearing, the City Council unanimously voted to approve the proposed zone change as presented. The applicant requested the item be listed for final reading on the March 28th City Council meeting. The ordinance attached reflects the first reading on March 7th and final reading on March 28th.

The applicant is proposing to rezone approximately 87 acres of land from General Business District (GB) and Single-Family Residential / Agricultural District (RA) to General Business District II (GB-2).

Public Notice:

Fourteen (14) public hearing notices were mailed to surrounding property owners on January 27, 2023. Additionally, on January 27, 2023 Public Hearing notice signs were placed on the property. On February 15, 2023 a public hearing notice was published in the "San Antonio Express" for the City Council public hearing. At the time of this report (February 23, 2023), staff has received two (2) responses opposed to the requested zone change.

GOAL

The project goal is to rezone approximately 87 acres of land, generally located approximately 4,000 feet west of the intersection of IH 10 Access Road and FM 1518, also known as Bexar County Property Identification Number 619249, also known as 12625 IH 10E from General Business District (GB) and Single-Family Residential / Agricultural District (RA) to General Business District II (GB-2). Per the letter of intent submitted with the application the applicant desires to develop the property for commercial purposes to include such uses as trailer sales and repair, transport refrigeration, and other associated sales.

COMMUNITY BENEFIT

It is the City's desire to promote safe, orderly, efficient development and ensure compliance with the City's vision of future growth.

SUMMARY OF RECOMMENDED ACTION

The Comprehensive Land Use Plan (CLUP), through the Future Land Use Plan and Schertz Sector Plan, designates this subject property as Commercial Campus. The objective of the Commercial Campus land use designation is intended to accommodate the development of lower intensity commercial and office uses that utilize a variety of mostly office, flex-office, light industrial, and creating a campus like environment. The proposed zone change to General Business II District (GB-2) is in conformance with the Comprehensive Land Use designation of Commercial Campus. The General Business District II (GB-2) zoning designation would allow for the desired office, flex office, light industrial or office / warehouse.

The subject property currently has two zoning designations, the rear of the property being Single Family Residential / Agricultural (R-A) and the front of the property along IH 10 being General Business District (GB). The proposed zone change would allow for one consistent zoning designation for the entire property.

In addition to having split zoning, the rear of the property is also within Accident Potential Zone II or APZ II for Joint Base San Antonio (JBSA) Randolph. Per UDC Article 5 Section 21.5.9.A in relation to properties within the AICUZ or APZ's in order to submit an application for a zone change a written acknowledgment from Randolph Air Force Base is required to be obtained prior to submitting the zone change application. The applicant has submitted a letter from JBSA Installation Encroachment Management from Randolph which indicated that JBSA does not object with the proposed request. The letter did indicate that proposed development within APZ II is limited to a maximum Floor Area Ratio of 0.28. Since JBSA Randolph does not object to the proposed zone change and development of the site, the applicant was able to submit for the zone change application.

RECOMMENDATION

Staff Recommendation:

Staff recommends approval of the request to rezone the approximately 87 acres to General Business District II (GB-2), based on the compatibility with the Comprehensive Land Use Plan, the compatibility with existing businesses in the area, and that JBSA Randolph does not object to the proposed zone change.

Planning and Zoning Commission Recommendation:

The Schertz Planning and Zoning Commission met on February 8, 2023 and voted to recommend that the City Council approve the proposed zone change as presented with a 5-2 vote with Chairman Outlaw and Commissioner Hector with the nay votes.

Attachments

Ordinance No. 23-S-04

Exhibit A- Metes and Bounds

Exhibit B- Zoning Exhibit

Aerial Exhibit

Public Hearing Notice Map

Public Hearing Responses as of 02.23.2023

City Council Presentation Slides

ORDINANCE NO. 23-S-04

AN ORDINANCE BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS AMENDING THE OFFICIAL ZONING MAP BY REZONING APPROXIMATELY 87 ACRES OF LAND TO GENERAL BUSINESS DISTRICT II (GB-2), GENERALLY LOCATED APPROXIMATELY 4,000 FEET WEST OF THE INTERSECTION OF IH 10 ACCESS ROAD AND FM 1518, ALSO KNOWN AS BEXAR COUNTY PROPERTY IDENTIFICATION NUMBER 619249, ALSO KNOWN AT 12625 IH 10E, CITY OF SCHERTZ, BEXAR COUNTY, TEXAS

WHEREAS, an application to rezone approximately 87 acres of land generally located approximately 4,000 feet west of the intersection of IH 10 Access Road and FM 1518 and more specifically described in the Exhibit A and Exhibit B attached herein (herein, the “Property”) has been filed with the City; and

WHEREAS, the City’s Unified Development Code Section 21.5.4.D. provides for certain criteria to be considered by the Planning and Zoning Commission in making recommendations to City Council and by City Council in considering final action on a requested zone change (the “Criteria”); and

WHEREAS, on February 8, 2023, the Planning and Zoning Commission conducted a public hearing and, after considering the Criteria, made a recommendation to City Council to approve the requested rezoning to General Business District II (GB-2); and

WHEREAS, on March 7, 2023, the City Council conducted a public hearing and after considering the Criteria and recommendation by the Planning and Zoning Commission, determined that the requested zoning be approved as provided for herein.

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

Section 1. The Property as shown and more particularly described in the attached Exhibit A and Exhibit B, is hereby zoned General Business District II (GB-2).

Section 2. The Official Zoning Map of the City of Schertz, described and referred to in Article 2 of the Unified Development Code, shall be revised to reflect the above amendment.

Section 3. The recitals contained in the preamble hereof are hereby found to be true, and such recitals are hereby made a part of this Ordinance for all purposes and are adopted as a part of the judgment and findings of the Council.

Section 4. All ordinances and codes, or parts thereof, which are in conflict or inconsistent with any provision of this Ordinance are hereby repealed to the extent of such conflict, and the provisions of this Ordinance shall be and remain controlling as to the matters resolved herein.

Section 5. This Ordinance shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

Section 6. If any provision of this Ordinance or the application thereof to any person or circumstance shall be held to be invalid, the remainder of this Ordinance and the application of such provision to other persons and circumstances shall nevertheless be valid, and the City hereby declares that this Ordinance would have been enacted without such invalid provision.

Section 7. It is officially found, determined, and declared that the meeting at which this Ordinance is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Ordinance, was given, all as required by Chapter 551, as amended, Texas Government Code.

Section 8. This Ordinance shall be effective upon the date of final adoption hereof and any publication required by law.

Section 9. This Ordinance shall be cumulative of all other ordinances of the City of Schertz, and this Ordinance shall not operate to repeal or affect any other ordinances of the City of Schertz except insofar as the provisions thereof might be inconsistent or in conflict with the provisions of this Ordinance, in which event such conflicting provisions, if any, are hereby repealed.

PASSED ON FIRST READING, the 7th day of March 2023.

PASSED, APPROVED and ADOPTED ON SECOND READING, the 28th day of March, 2023.

CITY OF SCHERTZ, TEXAS

Ralph Gutierrez, Mayor

ATTEST:

Sheila Edmondson, City Secretary

(city seal)

Exhibit A to Special Warranty Deed

LEGAL DESCRIPTION

A 86.74 Acre tract of land situate in the Joseph Peasley Survey No. 318, Abstract No. 584, County Block 5084, Bexar County, Texas, said 86. 7 4 acre tract being the same Thomas J. Hammond Irrevocable Trust UAD 1/31/92 called 86.776 acre tract, recorded in Volume 13114, Page 2230, Official Public Records of Bexar County, Texas (OPR), said 86. 74 acre tract being more particularly described by metes and bounds as follows:

COMMENCING at a found TXDOT monument on the northern right-of-way (ROW) of I-H 10 at centerline station 578+ 18.28 at the end of a curve, from which a found TXDOT monument on the northern ROW of I-H 10 bears N68°20'11"E, a distance of 174.18 Feet, for reference;

THENCE in a westerly direction along the northern ROW of I-H 10, by a curve to the left, having an arc length of 6.32 feet, a radius of 2,899.90 feet, a central angle of 00°07'30", and a chord bearing and distance of S68°18'04"W for 6.32' to a set 1/2" iron rod with plastic cap stamped "KFW SURVEY" for the southwestern corner of the 1518 Land Investments, LP called 1.476 acre tract, the southeastern corner of this tract and the POINT OF BEGINNING;

THENCE continuing in a westerly direction along the southern boundary of this tract, the northern ROW of I-H 10, the three following courses and distances:

1. by a curve to the left, having an arc length of 423.95 feet, a radius of 2,899.90 feet, a central angle of 08°22'35", and a chord bearing and distance of S64°03'02"W for 423.57' to a found TXDOT monument;
2. S59°52'13"W, a distance of 210.71 Feet to a found TXDOT monument;
3. S68°19'25"W, a distance of 960.31 Feet to a point for the southwestern corner of this tract, the southeastern corner of the remainder of the Raymond Rappmund and Irene Rappmund called 58 acre tract, recorded in Volume 4253, Page 78, Deed Records of Bexar County, Texas (DR);

THENCE, N60°33'27"W, along the southwestern boundary of this tract, the northeastern boundary of said 58 acre tract, passing through a found 1" iron pipe at a distance of 0.80 feet, for a total distance of 1,226.06 Feet to a found 1/2" iron rod with no identification for a western corner of this tract, a southern corner of the Betty Brice called 5.514 acre tract, recorded in Volume 6843, Page 1406, OPR;

THENCE, N29°27'35"E, along a northwestern boundary of this tract, the southeastern boundary of said 5.514 acre tract, the southeastern boundary of Lot 2 and Lot 3 of Hilltop Ventures Subdivision, recorded in Volume 9505, Page 133, Deed and Plat Record of Bexar County, Texas (DPR), a distance of 742.01 Feet to a found 1/2" iron rod with no identification for an interior corner of this tract, the southeastern corner of said Lot 3;

THENCE, N24°37'18"W, along the western boundary of this tract, the eastern boundary of said Lot 3, a distance of 361.88 Feet to a found iron pipe with no identification for the northwestern

corner of this tract, the eastern corner of said Lot 3, the southwestern corner of Lot 4 of said Hilltop Ventures Subdivision;

THENCE, along a northwestern boundary of this tract, the four following courses and distances:

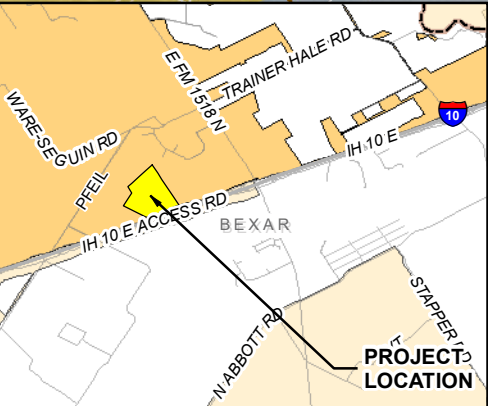
1. N43°00'44"E, along the southeastern boundary of said Lot 4, a distance of 248.02 Feet to a found 1/2" iron rod with no identification for the eastern corner of said Lot 4, the southern corner of Lot 5 of said Hilltop Ventures Subdivision;
2. N42°58'19"E, along the southeastern boundary of Lot 5, a distance of 540.10 Feet to a found 1/2" iron rod with no identification for the eastern corner of said Lot 5, the southern corner of Lot 6 of said Hilltop Ventures Subdivision;
3. N42°54'56"E, along the southeastern boundary of said Lot 6, a distance of 410.35 Feet, to a point for the eastern corner of said Lot 6, the southern corner of Lot 7 of said Hilltop Ventures Subdivision, from which a found fence post bears N00°07'39"E, a distance of 0.43 Feet for reference;
4. N43°30'17"E, along the southeastern boundary of said Lot 7, a distance of 388.10 Feet to a found 1" iron pipe for the northeastern corner of this tract, the southeastern corner of said Lot 7, the southern corner of Lot 8 of said Hilltop Ventures Subdivision, the southwestern corner of Lot 30, Block 3, of the Schertz Forest Subdivision, Unit 3, recorded in Volume 9589, Page 146, DPR, the northwestern corner of said Lot 29, Block 3, of said Schertz Forest Subdivision;

THENCE, along the eastern boundary of thus tract, the four following courses and distances:

1. S30°39'53"E, along the western boundary of said Lot 29, a distance of 500.57 Feet to a found 1/2" iron rod with plastic cap stamped "CEC" for the southwestern corner of said Lot 29, the northwestern corner of Lot 28, Block 3, of said Schertz Forest Subdivision;
2. S30°36'36"E, along the western boundary of said Lot 28, a distance of 385.75 Feet to a set 1/2" iron rod with plastic cap stamped "KFW SURVEY" for the southwestern corner of said Lot 28, the northwestern corner of the NAJDS Property Investments, Inc., called 20 acres, recorded in Document No. 20190188301, OPR;
3. S30°31'45"E, along the western boundary of said 20 acres, the western boundary of the 1518 Land Investments, LP called 60.920 acre tract, recorded in Volume 14133, Page 194, OPR, a distance of 981.93 Feet to a found 1/2" iron rod with no identification for the southwestern corner of said 60.920 acre tract, the northwestern corner of said 1.4 7 6 acre tract;
4. S29°39'59"E, along the western boundary of said 1.4 76 acre tract, a distance of 554.82 Feet to the POINT OF BEGINNING.

Curve Table					
Curve #	LENGTH	RADIUS	DELTA	CHORD BRG	CHORD DIST
C1	6.32'	2899.90'	000°07'30"	S68°18'04"W	6.32'
C2	423.95'	2899.90'	008°22'35"	S64°03'02"W	423.57'

Line Table		
LINE #	LENGTH	DIRECTION
L1	210.71'	S59°52'13"W
L2	960.31'	S68°19'25"W
L3	1226.06'	N60°33'27"W
L4	742.01'	N29°27'35"E
L5	361.88'	N24°37'18"W
L6	248.02'	N43°00'44"E
L7	540.10'	N42°58'19"E
L8	410.35'	N42°54'56"E
L9	388.10'	N43°30'17"E
L10	500.57'	S30°39'53"E
L11	385.75'	S30°36'36"E
L12	981.93'	S30°31'45"E
L13	554.82'	S29°39'59"E



EXISTING ZONE R-A
54.9+/- AC

EXISTING ZONE GB
31.6+/- AC

Request 86.5+/- ac site
zone change to GB-2

Schertz Zoning			
Existing	Acres (±)	Proposed	Acres (±)
R-A (Single-family Residential/Agriculture)	54.9	GB-2 (General Business II)	54.9
GB (General Business)	31.6	GB-2 (General Business II)	31.6
Total	86.5	Total	86.5

Zoning within 200 ft of site	
Zone Code	Description
GB	General Business (Schertz)
R-A	Single-family Residential/Agriculture (Schertz)
UZROW	Unzoned Right of Way (San Antonio)

LEGAL DESCRIPTION:
A 86.74 Acre tract of land situate in the Joseph Peasley Survey No. 318, Abstract No. 584, County Block 5084, Bexar County, Texas, said 86.74 acre tract being the same Thomas J. Hammond Irrevocable Trust UAD 1/31/92 called 86.776 acre tract, recorded in Volume 13114, Page 2230, Official Public Records of Bexar County, Texas (OPR).

LEGEND

- Site
- 200 Foot Boundary
- Parcels within 200 ft of site
- 5 ft Contours
- 10 ft Contours
- JBSA-Randolph Safety Subzone APZII
- Schertz City Limits
- San Antonio City Limits
- San Antonio ETJ
- Schertz Zoning**
 - General Business
 - General Business II
 - Single-family Residential/Agriculture

12625 E IH 10 (86.5± AC SITE)
ZONE CHANGE REQUEST FROM R-A AND GB TO GB-2
SCHERTZ, BEXAR COUNTY, TEXAS

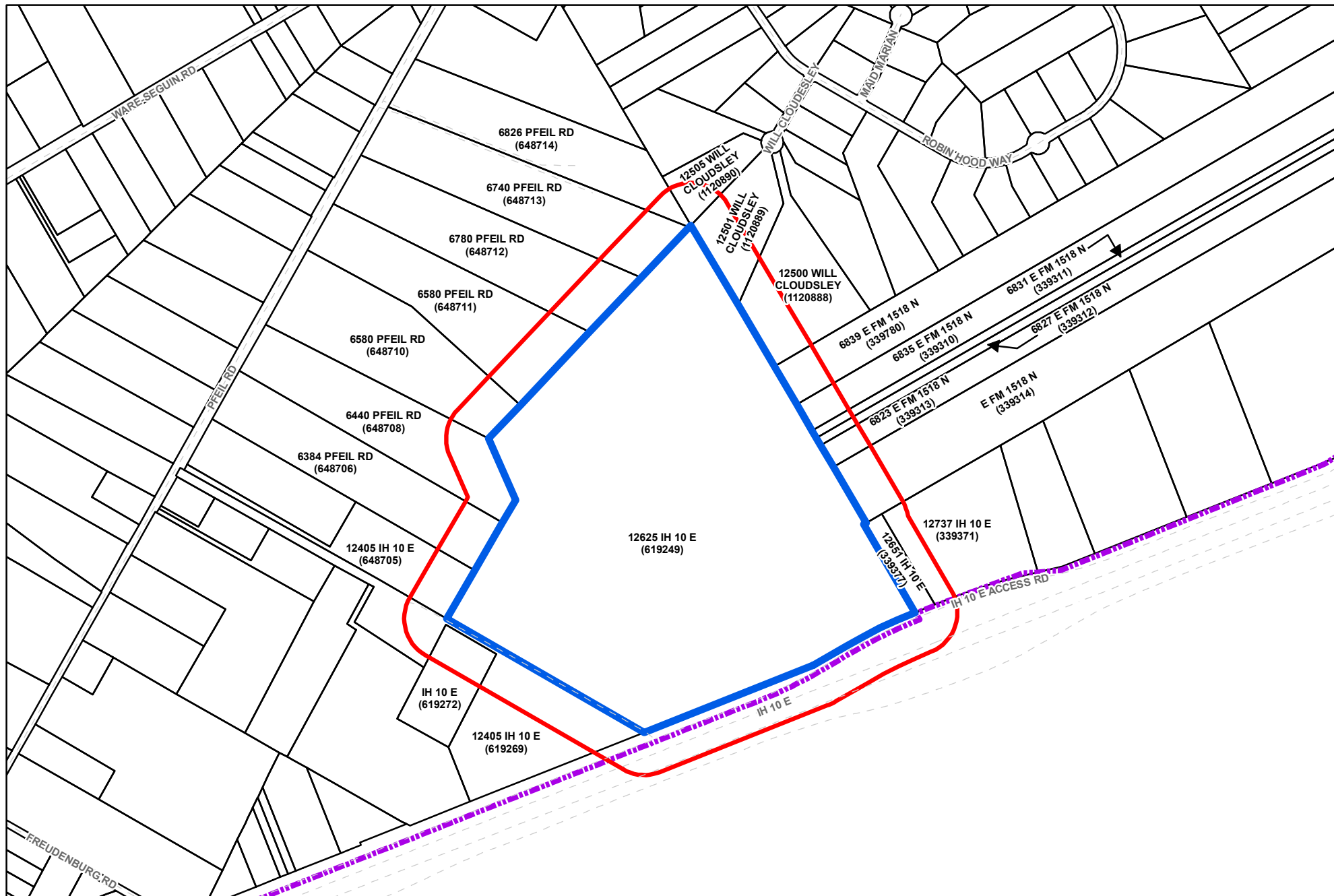
JOB NO. 941-02-01
DATE: January 2023
DRAWN: KL CHECKED: BC
SHEET NUMBER:
1 OF 1

KFW
ENGINEERS + SURVEYING
3421 PAESANOS PKWY SUITE 200 PHONE (210) 979-8444
SAN ANTONIO, TEXAS 78231 FAX (210) 979-8444

200 FT BUFFER PROPERTY OWNER INFORMATION

Label	Property ID	Owner	Owner Mailing Address				Zone	Subdivision	Land Use	Recording Information
1	1120890	CHEVALIER EDWARD J	12505 WILL CLOUDSLEY	SCHERTZ	TX	78154	R-A	Schertz Forest	Single-family Residential	Vol. 9589, Page 146-147, D.P.R.
2	1120889	JOHNSON BARNEY & SHARITA	12501 WILL CLOUDSLEY	SCHERTZ	TX	78154	R-A	Schertz Forest	Single-family Residential	Vol. 9589, Page 146-147, D.P.R.
3	1120888	RUDD NAKIA DEWAYNE & ROSE MARY T	12500 WILL CLOUDSLEY	SCHERTZ	TX	78154	R-A	Schertz Forest	Single-family Residential	Vol. 9589, Page 146-147, D.P.R.
4	339780	NAJDS PROPERTY INVESTMENTS INC	13183 INTERSTATE 10 E	SCHERTZ	TX	78154	R-A	GD APPR GEO #30 RUR AC (SC)	Single-family Residential	Unplatted (Doc #20190188301, O.P.R.)
5	339310	1518 LAND INVESTMENTS LP	14185 DALLAS PKWY STE 1150	DALLAS	TX	75254	GB	NBHD code 52500	Undeveloped	Unplatted (Vol. 14133, Page 194, O.P.R.)
6	339311	1518 LAND INVESTMENTS LP	14185 DALLAS PKWY STE 1150	DALLAS	TX	75254	GB	NBHD code 52500	Undeveloped	Unplatted (Vol. 14133, Page 194, O.P.R.)
7	339312	1518 LAND INVESTMENTS LP	14185 DALLAS PKWY STE 1150	DALLAS	TX	75254	GB	NBHD code 52500	Undeveloped	Unplatted (Vol. 14133, Page 194, O.P.R.)
8	339313	1518 LAND INVESTMENTS LP	14185 DALLAS PKWY STE 1150	DALLAS	TX	75254	GB	NBHD code 52500	Undeveloped	Unplatted (Vol. 14133, Page 194, O.P.R.)
9	339314	1518 LAND INVESTMENTS LP	14185 DALLAS PKWY STE 1150	DALLAS	TX	75254	GB	NBHD code 52500	Undeveloped	Unplatted (Vol. 14133, Page 194, O.P.R.)
10	339377	1518 LAND INVESTMENTS LP	14185 DALLAS PKWY STE 1150	DALLAS	TX	75254	GB	GD APPR GEO #30 RUR AC (SC)	Undeveloped	Unplatted (Vol. 14133, Page 194, O.P.R.)
11	339371	IAM PROPERTIES WALLER LLC	1500 HAMILTON RD	BOSSIER CITY	LA	71111	GB		General Business	Unplatted (Doc #20200120669, O.P.R.)
12	619269	RAPPMUND IRENE	12405 INTERSTATE 10 E	SCHERTZ	TX	78154	GB/R-A	WEICHOLD RD N. (JD/EC)	Single-family Residential	Unplatted (Vol. 4253, PG. 78, D.R.)
13	619272	RAPPMUND RANDY L	12405 INTERSTATE 10 E	SCHERTZ	TX	78154	GB/R-A	WEICHOLD RD N. (JD/EC)	General Business/Single-family Residential	Unplatted (Vol. 8775, Page 1425, O.P.R.)
14	648705	BRICE BETTY & BETTY RAE SEWELL	6580 PFEIL RD	SCHERTZ	TX	78154	GB/R-A	Hilltop Ventures	Undeveloped	Vol. 6843, Page 1406, O.P.R.
15	648706	HUGHES JANICE L	170 CLEAR OAK	UNIVERSAL CITY	TX	78148	R-A	Hilltop Ventures	Single-family Residential	Vol. 9505, Page 133-137, D.P.R.
16	648708	ISBERG DOLORES M L/E JO ANN BARGER	1635 ROCKY TOP CT	STAYTON	OR	97383	R-A	Hilltop Ventures	Single-family Residential	Vol. 9505, Page 133-137, D.P.R.
17	648710	BRICE BETTY & BETTY RAE SEWELL	6580 PFEIL RD	SCHERTZ	TX	78154	R-A	Hilltop Ventures	Single-family Residential	Vol. 9505, Page 133-137, D.P.R.
18	648711	BRICE BETTY & BETTY RAE SEWELL	6580 PFEIL RD	SCHERTZ	TX	78154	R-A	Hilltop Ventures	Single-family Residential	Vol. 9505, Page 133-137, D.P.R.
19	648712	BRICE BETTY & BETTY RAE SEWELL	6580 PFEIL RD	SCHERTZ	TX	78154	R-A	Hilltop Ventures	Single-family Residential	Vol. 9505, Page 133-137, D.P.R.
20	648713	HUDSON ALFONSO	775 CRESTWAY RD	SAN ANTONIO	TX	78239	R-A	Hilltop Ventures	Single-family Residential	Vol. 9505, Page 133-137, D.P.R.
21	648714	BURCH DOUGLAS E & BERTHA T	PO BOX 2295	UNIVERSAL CITY	TX	78148	R-A	Hilltop Ventures	Single-family Residential	Vol. 9505, Page 133-137, D.P.R.





SCHERTZ
COMMUNITY • SERVICE • OPPORTUNITY

Last Update: January 11, 2023

City of Schertz, GIS Specialist: Bill Gardner, gis@schertz.com (210) 619-1185

"The City of Schertz provides this Geographic Information System product "as is" without any express or implied warranty of any kind including but not limited to the implied warranties of merchantability and fitness for a particular purpose. In no event shall The City of Schertz be liable for any special, indirect or consequential damages or any damages whatsoever arising out of or in connection with the use of or performance of these materials. Information published in this product could include technical inaccuracies or typographical errors. Periodical changes may be made and information may be added to the information herein. The City of Schertz may make improvements and/or changes in the product(s) described herein at any time."

City of Schertz
12625 IH 10 E
(PLZC20220204)



Project Area 200' Buffer



0 350 700 1,400 2,100 Feet

January 27, 2023

NOTICE OF PUBLIC HEARING

PLANNING & COMMUNITY
DEVELOPMENT

Dear Property Owner,

The Schertz Planning and Zoning Commission will conduct a public hearing Wednesday, February 8, 2023, at 6:00 p.m. located at the Schertz Municipal Courtroom, 1400 Schertz Parkway, City Hall-Building #1, Schertz, Texas to consider and make recommendation on the following item:

PLZC20220204— A request to rezone approximately 87 acres of land from General Business District (GB) and Single-Family Residential / Agricultural District (RA), located approximately 4,000 feet west of the intersection of IH 10 Access Road and FM 1518, also known as Bexar County Property Identification Number 619249, also known as 12625 IH 10E, City of Schertz, Bexar County, Texas.

The Planning and Zoning Commission would like to hear how you feel about this request and invites you to attend the public hearing. *This form is used to calculate the percentage of landowners that support and oppose the request.* You may return the reply form below prior to the first public hearing date by mail or personal delivery to Emily Delgado, Planning Manager, 1400 Schertz Parkway, Schertz, Texas 78154, or by e-mail edelgado@schertz.com. If you have any questions, please feel free to call Emily Delgado, Planning Manager directly at (210) 619-1784.

Sincerely,

Emily Delgado
Planning Manager

Reply Form

I am: in favor of ☐ opposed to ☒ neutral to ☐ the request for: **PLZC20220204**COMMENTS: We bought this property to be away from subdivisions and congestionNAME: Janice L. Hughes SIGNATURE Janice L. Hughes
(PLEASE PRINT)STREET ADDRESS: 170 Clear Oak U.C. 78148DATE: 2-7-23

NOTICE OF PUBLIC HEARING

January 27, 2023

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Sincerely,



Emily Delgado
Planning Manager

Reply Form

I am: in favor of ☐ opposed to ☒ neutral to ☐ the request for: **PLZC20220204**

COMMENTS: _____

NAME: Edward Chevalier

(PLEASE PRINT)

SIGNATURE 

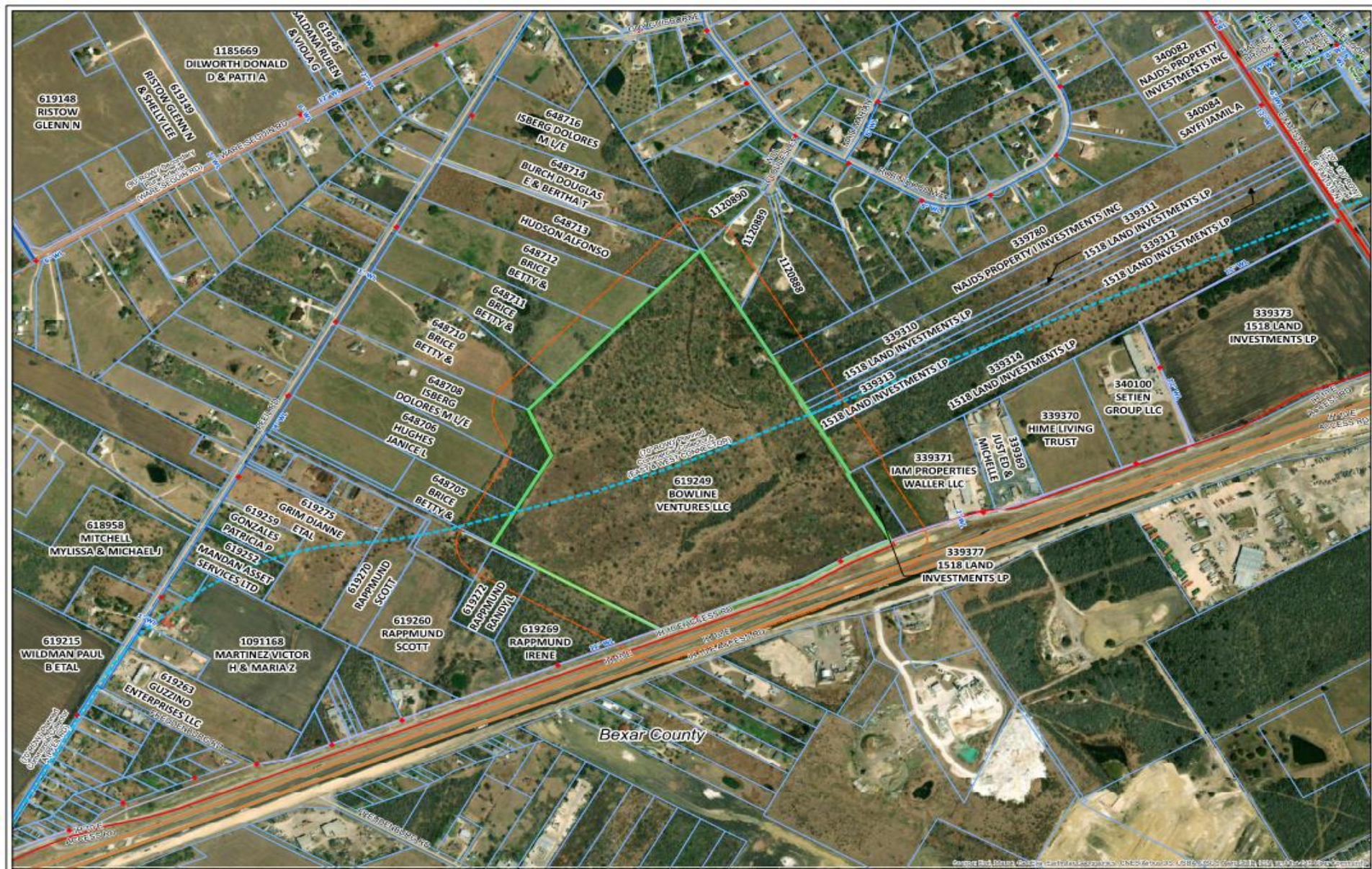
STREET ADDRESS: 12505 Will Cloudsley

DATE: 2/8/23

Ord. No. 23-S-04

87 Acre Zone Change Request from General Business District (GB) and Single-Family Residential / Agricultural (RA) to General Business District II (GB-2)

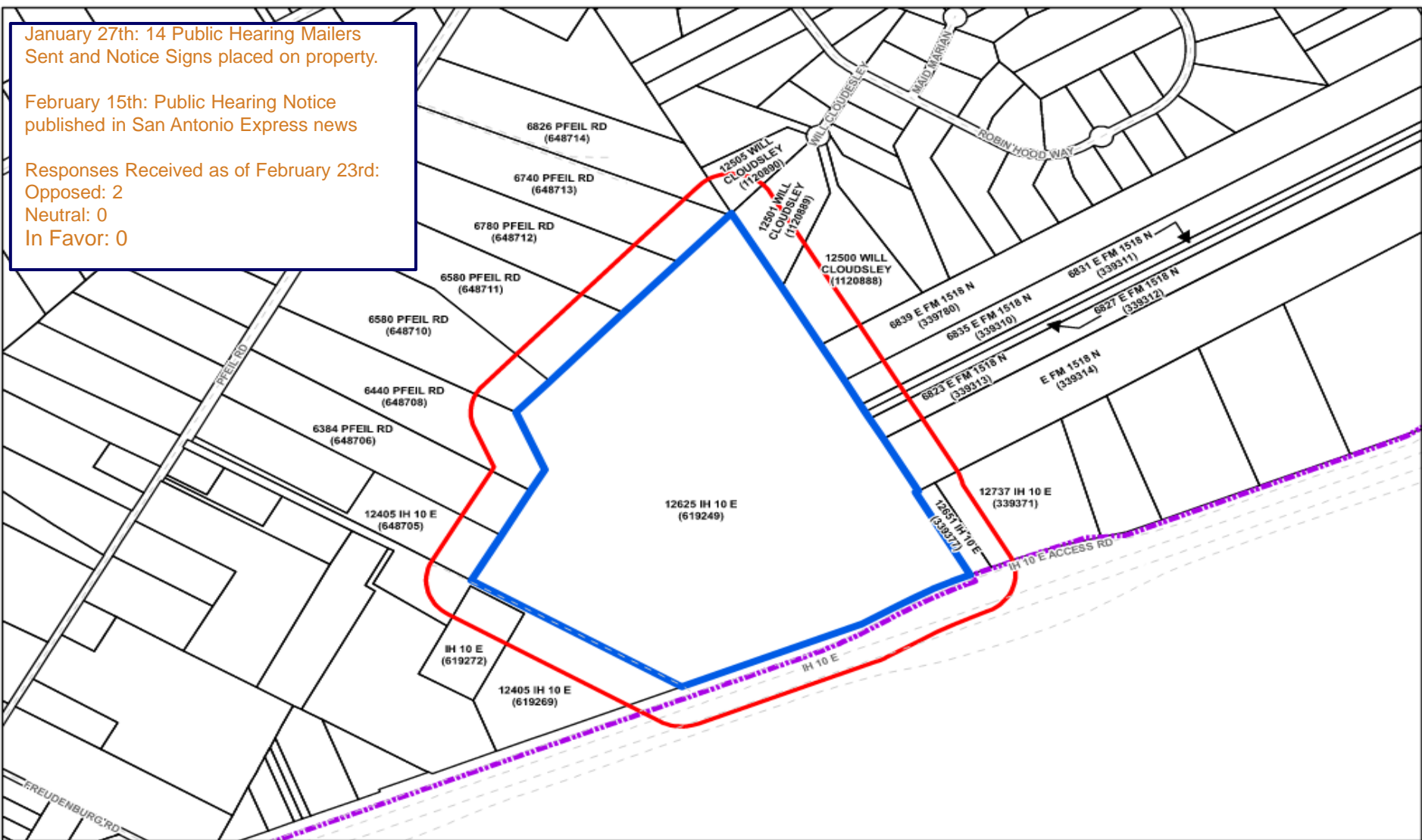
Emily Delgado
Planning Manager
March 7, 2023



January 27th: 14 Public Hearing Mailers
Sent and Notice Signs placed on property.

February 15th: Public Hearing Notice
published in San Antonio Express news

Responses Received as of February 23rd:
Opposed: 2
Neutral: 0
In Favor: 0



SCHERTZ
COMMUNITY • SERVICE • OPPORTUNITY

City of Schertz, GIS Specialist: Dan Guadalupe, dguadalupe@schertz.com (214) 610-1100
This City of Schertz map is for informational purposes only. It is not intended to be used for legal or financial purposes. The City of Schertz is not responsible for any errors or omissions in this map. The City of Schertz is not responsible for any damages or losses resulting from the use of this map. The City of Schertz is not responsible for any damages or losses resulting from the use of this map.

Last Update: January 11, 2023

City of Schertz

12625 IH 10 E
(PLZC20220204)

Project Area

200' Buffer

N
W E
S

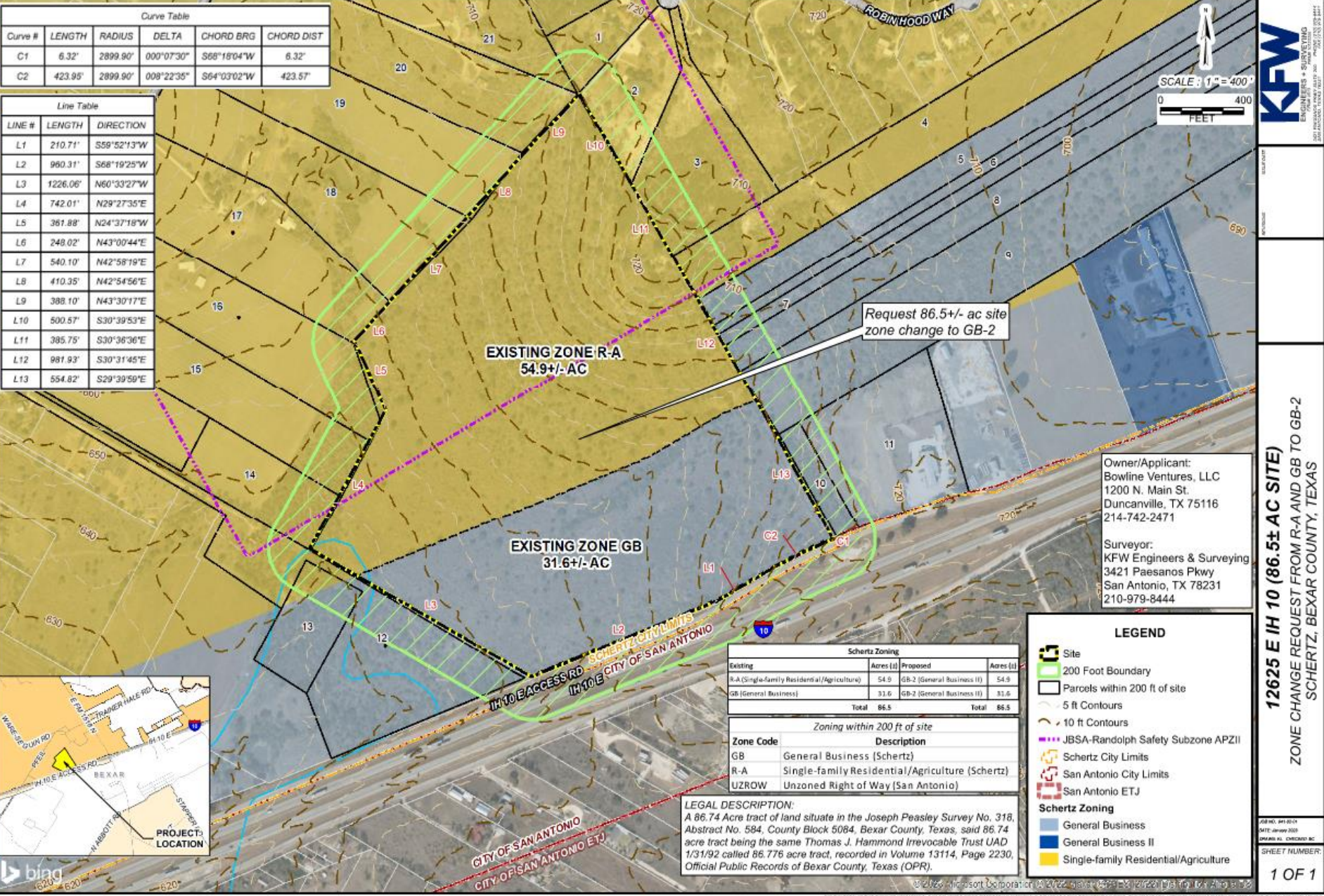
0 350 700 1,400 2,100 Feet

Curve Table					
Curve #	LENGTH	RADIUS	DELTA	CHORD BRG	CHORD DIST
C1	6.32'	2899.90'	000°07'30"	S66°18'04"W	6.32'
C2	423.95'	2899.90'	008°22'35"	S64°03'02"W	423.57'

Line Table		
LINE #	LENGTH	DIRECTION
L1	210.71'	S59°52'13"W
L2	960.31'	S68°19'25"W
L3	1226.06'	N60°33'27"W
L4	742.01'	N29°27'35"E
L5	361.88'	N24°37'18"W
L6	248.02'	N43°00'44"E
L7	540.10'	N42°58'19"E
L8	410.35'	N42°54'56"E
L9	388.10'	N43°30'17"E
L10	500.57'	S30°39'53"E
L11	385.75'	S30°36'36"E
L12	981.93'	S30°31'45"E
L13	554.82'	S29°39'50"E



PROJECT LOCATION



Request 86.5+/- ac site zone change to GB-2

EXISTING ZONE R-A
54.9+/- AC

EXISTING ZONE GB
31.6+/- AC

Owner/Applicant:
Bowline Ventures, LLC
1200 N. Main St.
Duncanville, TX 75116
214-742-2471

Surveyor:
KFW Engineers & Surveying
3421 Paesanos Pkwy
San Antonio, TX 78231
210-979-8444

Schertz Zoning			
Existing	Acres (a)	Proposed	Acres (a)
R-A (Single-family Residential/Agriculture)	54.9	GB-2 (General Business II)	54.9
GB (General Business)	31.6	GB-2 (General Business II)	31.6
Total	86.5	Total	86.5

Zoning within 200 ft of site	
Zone Code	Description
GB	General Business (Schertz)
R-A	Single-family Residential/Agriculture (Schertz)
UZROW	Unzoned Right of Way (San Antonio)

LEGAL DESCRIPTION:
A 86.74 Acre tract of land situate in the Joseph Peasley Survey No. 318, Abstract No. 584, County Block 5084, Bexar County, Texas, said 86.74 acre tract being the same Thomas J. Hammond Irrevocable Trust UAD 1/31/92 called 86.776 acre tract, recorded in Volume 13114, Page 2230, Official Public Records of Bexar County, Texas (OPR).

LEGEND

- Site
- 200 Foot Boundary
- Parcels within 200 ft of site
- 5 ft Contours
- 10 ft Contours
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- Schertz City Limits
- San Antonio City Limits
- San Antonio ETJ
- Schertz Zoning
 - General Business
 - General Business II
 - Single-family Residential/Agriculture

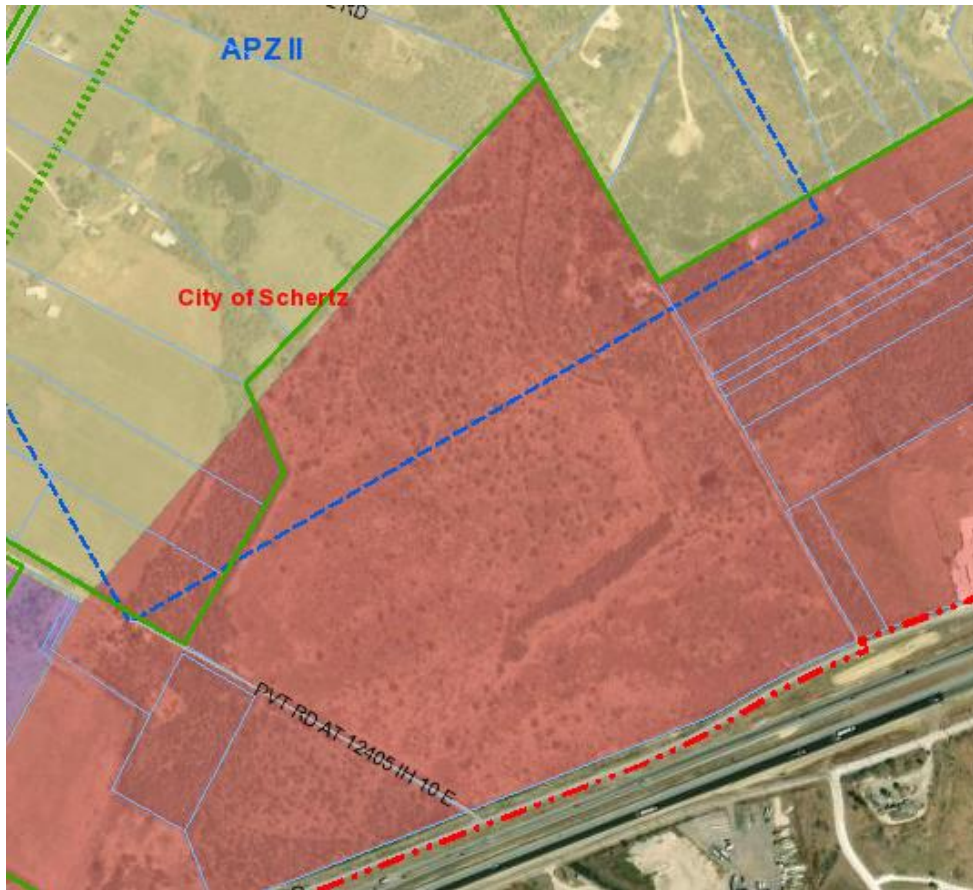
KFW
ENGINEERS & SURVEYING
3421 PAESANOS PKWY
SAN ANTONIO, TEXAS 78231
210-979-8444

12625 E IH 10 (86.5± AC SITE)

ZONE CHANGE REQUEST FROM R-A AND GB TO GB-2
SCHERTZ, BEXAR COUNTY, TEXAS

DATE: January 2023
DRAWN BY: [Name]
CHECKED BY: [Name]
SHEET NUMBER:
1 OF 1

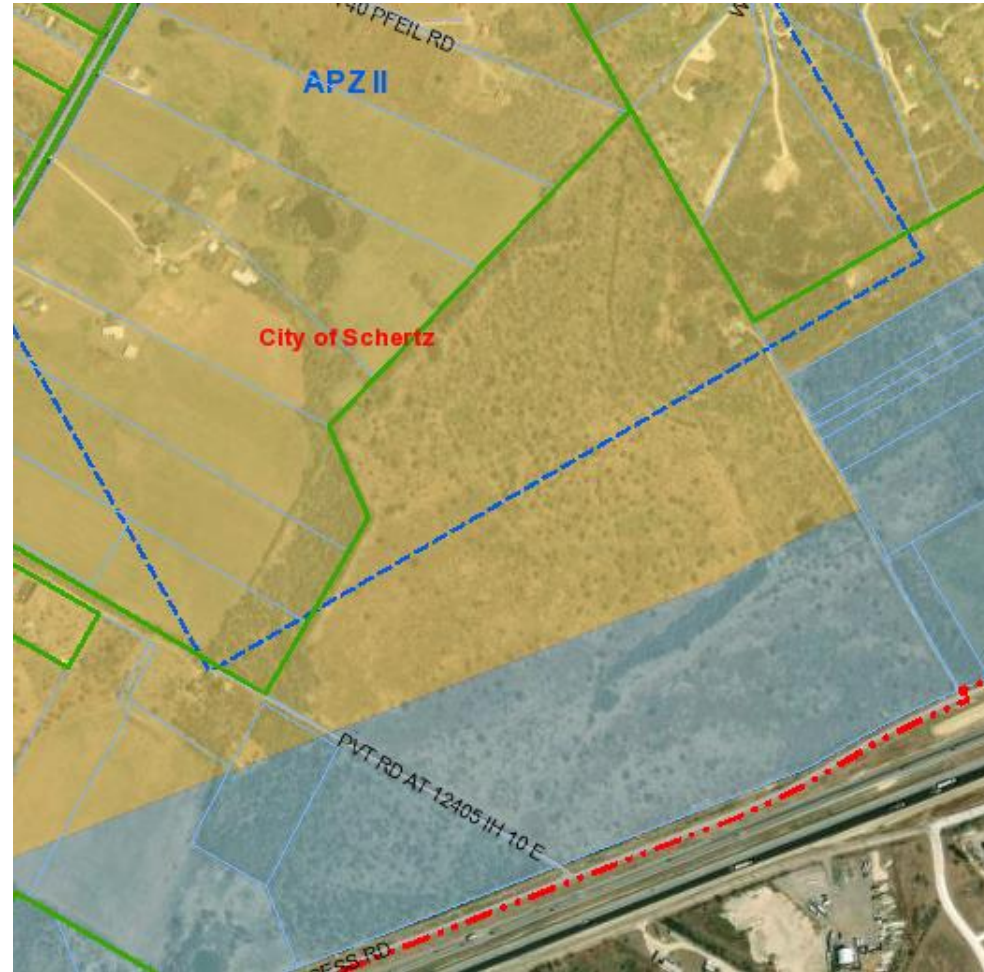
Comprehensive Land Use Plan Designation



- The subject property is identified on the Future Land Use Plan as Commercial Campus, which is intended to accommodate lower intensity commercial, and offices uses in addition to flex-office and light industrial.
- The proposed General Business II District (GB-2) would allow for the desired office, flex office, and light industrial per the Comprehensive Land Use Plan.

APZ II / JBSA Randolph

- Per UDC Article 5 Section 21.5.9.A in relation to properties within the AICUZ or APZ's in order to submit an application for a zone change a written acknowledgment from Randolph Air Force Base is required to be obtained prior to submitting the zone change application.
- The applicant has submitted a letter from JBSA Installation Encroachment Management from Randolph which indicated that JBSA does not object with the proposed zone change request. The letter did indicate that proposed development within APZ II is limited to a maximum Floor Area Ratio of 0.28.
- Since JBSA Randolph does not object to the proposed zone change and development of the site, the applicant was able to submit for the zone change application



APZ II / JBSA Randolph Response Letter



DEPARTMENT OF THE AIR FORCE
502D AIR BASE WING
JOINT BASE SAN ANTONIO



18 November 2022

MEMORANDUM FOR CITY OF SCHERTZ

FROM: 502 ABW/CMI

JBSA Installation Encroachment Management
2080 Wilson Way
Fort Sam Houston, TX 78234

SUBJECT: Joint Base San Antonio review of 12625 E IH-10, Schertz TX 78154.

1. Development at 12625 E IH-10, Schertz, TX 78154, reviewed by JBSA-RND organizations. JBSA does not object with request; however, there are additional comments for consideration in planning and development.

a. The proposed development is within APZ II and is limited to a maximum FAR of 0.28. This area also lies within the projected noise contours of 65-70 dB, but no restrictions applied (SLUCM No. 20, 40, and 50) according to JBSA/Randolph Air Installations Compatible Use Zones (AICUZ) Study dated October 2017.

b. Any construction plans, equipment (cranes/lifts), or towers (communication or water), will need to be evaluated.

c. In order to mitigate potential interference with existing JBSA operational systems, please coordinate with 502 CS Spectrum Manager prior to use of any Spectrum dependent systems (i.e.: two-way radio communications, or any type of wireless technologies) during construction. If applicable, coordination requested by facility user prior to installation/use of any Spectrum dependent commercial or manufacturing equipment.

2. The items presented above are efforts to enhance the safety of the community and minimize noise impacts due to the proximity of low flying aircraft. Improperly managed development may create unnecessary risk to both the community and flight operations as well as affect the overall capability of the military at this location.

3. Point of contact for this action is Sharonn D. Brew, 502 ABW/CMI. She can be reached at 210-221-0564 or by email at Sharonn.brew@us.af.mil or 502ABW.ABW.Community_initiative@us.af.mil.

ANDERSON.JOHN.HENRY.1067670600 Digitally signed by ANDERSON.JOHN.HENRY.1067670600
JOHN H. ANDERSON, GS-14, USAF
JBSA Installation Encroachment Manager
Date: 2022.11.18 16:47:41 -06'00'

Staff Analysis

- The subject property currently has two zoning designations, the rear of the property being Single Family Residential / Agricultural (R-A) and the front of the property along IH 10 being General Business District (GB). The proposed zone change would allow for one consistent zoning designation for the entire property.
- The proposed General Business District II (GB-2) is compatible with the Comprehensive Land Use designation of Commercial Campus as it would allow for the desired commercial, office, and light industrial uses that are desired per the plan.

Recommendation

- **Staff Recommendation:**
 - Staff recommends approval of the request to rezone the approximately 87 acres to General Business District II (GB-2), based on the compatibility with the Comprehensive Land Use Plan, the compatibility with existing businesses in the area, and that JBSA Randolph does not object to the proposed zone change.
- **Planning & Zoning Commission Recommendation:**
 - The Schertz Planning and Zoning Commission met on February 8, 2023 and voted to recommend that the City Council approve the proposed zone change as presented with a 5-2 vote with Chairman Outlaw and Commissioner Hector with the nay votes.

CITY COUNCIL MEMORANDUM

City Council Meeting: March 28, 2023
Department: Information Technology
Subject: Resolution 23-R-23 - Consideration and/or action by the City Council of the City of Schertz, Texas approving a Resolution for an agreement with SHI for the Microsoft Office365 Contract Renewal. (B.James/D.HardinTrussell/J.Bluebird)

BACKGROUND

The City is seeking approval of Resolution 23-R-23 authorizing the City Manager to enter into a series of agreements associated with the licensing and use of Microsoft Office 365 for a three year period and purchase licenses from SHI Government Solutions. The actual amount paid each year will vary based on the number and types of licenses. Based on the number and types of licenses for the upcoming year, the cost is \$55,081.33.

SHI, a DIR Group Purchasing Cooperative contracted vendor.

GOAL

To obtain authorization from Council to approve the purchase of Microsoft Office 365 Licenses from SHI.

COMMUNITY BENEFIT

The ability to continue to communicate effectively between our employees and our constituents via email and the continued use of Microsoft Office 365 products.

SUMMARY OF RECOMMENDED ACTION

Authorization execution of the contract for Microsoft Office 365 licenses through SHI.

FISCAL IMPACT

The first year cost is \$55,081.33 but will vary in future years based on the number and types of licenses. Funding will be provided by the I.T. annual budget.

RECOMMENDATION

Staff recommends the approval of Resolution 22-R-26 and to authorize award of the contract to SHI.

Attachments

Res 23 R 23 SHI Office 365
LICENSE AGREEMENT

RESOLUTION NO. 23-R-23

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS AUTHORIZING THE RENEWAL OF THE MICROSOFT OFFICE 365 THREE YEAR CONTRACT.

WHEREAS, the City of Schertz has a need for licensing email communications, online document storage and general Microsoft Office products; and

WHEREAS, the City of Schertz has determined that Office 365 meets that need; and

WHEREAS, the City of Schertz has chosen SHI, a Purchasing Cooperative vendor, for the purchase of this license; and

WHEREAS, Purchasing Cooperatives gives public entities the advantage of leveraging the cooperative's ability to obtain bulk discounts, and achieve savings for the City; and

WHEREAS, purchases under the cooperative programs meet the requirements under the Texas Local Government Purchasing Code rule for cooperative purchases as adopted by the City of Schertz Resolution 11-R-41 on August 30, 2011 amending the City's purchasing policy; and

WHEREAS, the City of Schertz will fund the purchase of Microsoft Office 365 licenses through the approved 2022-2023 annual I.T. department budget.

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

Section 1. The City Council hereby authorizes purchases with Microsoft Office 365 Licenses with SHI in accordance with the quote included as Attachment 1.

Section 2. The recitals contained in the preamble hereof are hereby found to be true, and such recitals are hereby made a part of this Resolution for all purposes and are adopted as a part of the judgment and findings of the City Council.

Section 3. All resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Resolution are hereby repealed to the extent of such conflict, and the provisions of this Resolution shall be and remain controlling as to the matters resolved herein.

Section 4. This Resolution shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

Section 5. If any provision of this Resolution or the application thereof to any person or circumstance shall be held to be invalid, the remainder of this Resolution and the application of such provision to other persons and circumstances shall nevertheless be valid, and the City Council hereby declares that this Resolution would have been enacted without such invalid provision.

Section 6. It is officially found, determined, and declared that the meeting at which this Resolution is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Resolution, was given, all as required by Chapter 551, Texas Government Code, as amended.

Section 7. This Resolution shall be in force and effect from and after its final passage, and it is so resolved.

PASSED AND ADOPTED, this 28th day of March, 2023.

CITY OF SCHERTZ, TEXAS

Ralph Gutierrez, Mayor

ATTEST:

Sheila Edmondson, City Secretary

Attachment 1

SHI Quote

Program Signature Form

MBA/MBSA number

Agreement number

01E73535

5-0000009679971

Note: Enter the applicable active numbers associated with the documents below. Microsoft requires the associated active number be indicated here, or listed below as new.

For the purposes of this form, "Customer" can mean the signing entity, Enrolled Affiliate, Government Partner, Institution, or other party entering into a volume licensing program agreement.

This signature form and all contract documents identified in the table below are entered into between the Customer and the Microsoft Affiliate signing, as of the effective date identified below.

Contract Document	Number or Code
Enterprise Enrollment (Indirect)	X20-10635
Sub250 Form	W29
Enterprise Amendment	M97 (NEW)
Product Selection Form	1284073.004_PSF

By signing below, Customer and the Microsoft Affiliate agree that both parties (1) have received, read and understand the above contract documents, including any websites or documents incorporated by reference and any amendments and (2) agree to be bound by the terms of all such documents.

Customer
Name of Entity (must be legal entity name)* City of Schertz
Signature*
Printed First and Last Name*
Printed Title
Signature Date*
Tax ID

* indicates required field

Microsoft Affiliate
Microsoft Corporation
Signature Printed First and Last Name Printed Title Signature Date (date Microsoft Affiliate countersigns)
Agreement Effective Date (may be different than Microsoft's signature date)

Optional 2nd Customer signature or Outsourcer signature (if applicable)

Customer
Name of Entity (must be legal entity name)* Signature* Printed First and Last Name* Printed Title Signature Date*

** indicates required field*

Outsourcer
Name of Entity (must be legal entity name)* Signature* _____ Printed First and Last Name* Printed Title Signature Date*

** indicates required field*

If Customer requires additional contacts or is reporting multiple previous Enrollments, include the appropriate form(s) with this signature form.

After this signature form is signed by the Customer, send it and the Contract Documents to Customer's channel partner or Microsoft account manager, who must submit them to the following address. When the signature form is fully executed by Microsoft, Customer will receive a confirmation copy.

Microsoft Corporation
 Dept. 551, Volume Licensing
 6880 Sierra Center Parkway
 Reno, Nevada 89511
 USA

Enterprise Enrollment

State and Local

Enterprise Enrollment number
(Microsoft to complete)

54320988

Framework ID
(if applicable)Previous Enrollment number
(Reseller to complete)

64058050

This Enrollment must be attached to a signature form to be valid.

This Microsoft Enterprise Enrollment is entered into between the entities as identified in the signature form as of the effective date. Enrolled Affiliate represents and warrants it is the same Customer, or an Affiliate of the Customer, that entered into the Enterprise Agreement identified on the program signature form.

This Enrollment consists of: (1) these terms and conditions, (2) the terms of the Enterprise Agreement identified on the signature form, (3) the Product Selection Form, (4) the Product Terms, (5) the Online Services Terms, (6) any Supplemental Contact Information Form, Previous Agreement/Enrollment form, and other forms that may be required, and (7) any order submitted under this Enrollment. This Enrollment may only be entered into under a 2011 or later Enterprise Agreement. By entering into this Enrollment, Enrolled Affiliate agrees to be bound by the terms and conditions of the Enterprise Agreement.

All terms used but not defined are located at <http://www.microsoft.com/licensing/contracts>. In the event of any conflict the terms of this Agreement control.

Effective date. If Enrolled Affiliate is renewing Software Assurance or Subscription Licenses from one or more previous Enrollments or agreements, then the effective date will be the day after the first prior Enrollment or agreement expires or terminates. If this Enrollment is renewed, the effective date of the renewal term will be the day after the Expiration Date of the initial term. Otherwise, the effective date will be the date this Enrollment is accepted by Microsoft. Any reference to "anniversary date" refers to the anniversary of the effective date of the applicable initial or renewal term for each year this Enrollment is in effect.

Term. The initial term of this Enrollment will expire on the last day of the month, 36 full calendar months from the effective date of the initial term. The renewal term will expire 36 full calendar months after the effective date of the renewal term.

Terms and Conditions

1. Definitions.

Terms used but not defined in this Enrollment will have the definition in the Enterprise Agreement. The following definitions are used in this Enrollment:

"Additional Product" means any Product identified as such in the Product Terms and chosen by Enrolled Affiliate under this Enrollment.

"Community" means the community consisting of one or more of the following: (1) a Government, (2) an Enrolled Affiliate using eligible Government Community Cloud Services to provide solutions to a Government or a qualified member of the Community, or (3) a Customer with Customer Data that is subject to Government regulations for which Customer determines and Microsoft agrees that the use of Government Community Cloud Services is appropriate to meet Customer's regulatory requirements.

Membership in the Community is ultimately at Microsoft's discretion, which may vary by Government Community Cloud Service.

"Enterprise Online Service" means any Online Service designated as an Enterprise Online Service in the Product Terms and chosen by Enrolled Affiliate under this Enrollment. Enterprise Online Services are treated as Online Services, except as noted.

"Enterprise Product" means any Desktop Platform Product that Microsoft designates as an Enterprise Product in the Product Terms and chosen by Enrolled Affiliate under this Enrollment. Enterprise Products must be licensed for all Qualified Devices and Qualified Users on an Enterprise-wide basis under this program.

"Expiration Date" means the date upon which the Enrollment expires.

"Federal Agency" means a bureau, office, agency, department or other entity of the United States Government.

"Government" means a Federal Agency, State/Local Entity, or Tribal Entity acting in its governmental capacity.

"Government Community Cloud Services" means Microsoft Online Services that are provisioned in Microsoft's multi-tenant data centers for exclusive use by or for the Community and offered in accordance with the National Institute of Standards and Technology (NIST) Special Publication 800-145. Microsoft Online Services that are Government Community Cloud Services are designated as such in the Use Rights and Product Terms.

"Industry Device" (also known as line of business device) means any device that: (1) is not useable in its deployed configuration as a general purpose personal computing device (such as a personal computer), a multi-function server, or a commercially viable substitute for one of these systems; and (2) only employs an industry or task-specific software program (e.g. a computer-aided design program used by an architect or a point of sale program) ("Industry Program"). The device may include features and functions derived from Microsoft software or third-party software. If the device performs desktop functions (such as email, word processing, spreadsheets, database, network or Internet browsing, or scheduling, or personal finance), then the desktop functions: (1) may only be used for the purpose of supporting the Industry Program functionality; and (2) must be technically integrated with the Industry Program or employ technically enforced policies or architecture to operate only when used with the Industry Program functionality.

"Managed Device" means any device on which any Affiliate in the Enterprise directly or indirectly controls one or more operating system environments. Examples of Managed Devices can be found in the Product Terms.

"Qualified Device" means any device that is used by or for the benefit of Enrolled Affiliate's Enterprise and is: (1) a personal desktop computer, portable computer, workstation, or similar device capable of running Windows Pro locally (in a physical or virtual operating system environment), or (2) a device used to access a virtual desktop infrastructure ("VDI"). Qualified Devices do not include any device that is: (1) designated as a server and not used as a personal computer, (2) an Industry Device, or (3) not a Managed Device. At its option, the Enrolled Affiliate may designate any device excluded above (e.g., Industry Device) that is used by or for the benefit of the Enrolled Affiliate's Enterprise as a Qualified Device for all or a subset of Enterprise Products or Online Services the Enrolled Affiliate has selected.

"Qualified User" means a person (e.g., employee, consultant, contingent staff) who: (1) is a user of a Qualified Device, or (2) accesses any server software requiring an Enterprise Product Client Access License or any Enterprise Online Service. It does not include a person who accesses server software or an Online Service solely under a License identified in the Qualified User exemptions in the Product Terms.

"Reseller" means an entity authorized by Microsoft to resell Licenses under this program and engaged by an Enrolled Affiliate to provide pre- and post-transaction assistance related to this agreement;

"Reserved License" means for an Online Service identified as eligible for true-ups in the Product Terms, the License reserved by Enrolled Affiliate prior to use and for which Microsoft will make the Online Service available for activation.

"State/Local Entity" means (1) any agency of a state or local government in the United States, or (2) any United States county, borough, commonwealth, city, municipality, town, township, special purpose district, or other similar type of governmental instrumentality established by the laws of Customer's state and located within Customer's state's jurisdiction and geographic boundaries.

"Tribal Entity" means a federally recognized tribal entity performing tribal governmental functions and eligible for funding and services from the U.S. Department of Interior by virtue of its status as an Indian tribe.

"Use Rights" means, with respect to any licensing program, the use rights or terms of service for each Product and version published for that licensing program at the Volume Licensing Site and updated from time to time. The Use Rights include the Product-Specific License Terms, the License Model terms, the Universal License Terms, the Data Protection Terms, and the Other Legal Terms. The Use Rights supersede the terms of any end user license agreement (on-screen or otherwise) that accompanies a Product.

"Volume Licensing Site" means <http://www.microsoft.com/licensing/contracts> or a successor site.

2. Order requirements.

- a. **Minimum order requirements.** Enrolled Affiliate's Enterprise must have a minimum of 250 Qualified Users or Qualified Devices. The initial order must include at least 250 Licenses for Enterprise Products or Enterprise Online Services.
 - (i) **Enterprise commitment.** Enrolled Affiliate must order enough Licenses to cover all Qualified Users or Qualified Devices, depending on the License Type, with one or more Enterprise Products or a mix of Enterprise Products and the corresponding Enterprise Online Services (as long as all Qualified Devices not covered by a License are only used by users covered with a user License).
 - (ii) **Enterprise Online Services only.** If no Enterprise Product is ordered, then Enrolled Affiliate need only maintain at least 250 Subscription Licenses for Enterprise Online Services.
- b. **Additional Products.** Upon satisfying the minimum order requirements above, Enrolled Affiliate may order Additional Products.
- c. **Use Rights for Enterprise Products.** For Enterprise Products, if a new Product version has more restrictive use rights than the version that is current at the start of the applicable initial or renewal term of the Enrollment, those more restrictive use rights will not apply to Enrolled Affiliate's use of that Product during that term.
- d. **Country of usage.** Enrolled Affiliate must specify the countries where Licenses will be used on its initial order and on any additional orders.
- e. **Resellers.** Enrolled Affiliate must choose and maintain a Reseller authorized in the United States. Enrolled Affiliate will acquire its Licenses through its chosen Reseller. Orders must be submitted to the Reseller who will transmit the order to Microsoft. The Reseller and Enrolled Affiliate determine pricing and payment terms as between them, and Microsoft will invoice the Reseller based on those terms. Throughout this Agreement the term "price" refers to reference price. Resellers and other third parties do not have authority to bind or impose any obligation or liability on Microsoft.
- f. **Adding Products.**
 - (i) **Adding new Products not previously ordered.** New Enterprise Products or Enterprise Online Services may be added at any time by contacting a Microsoft Account Manager or Reseller. New Additional Products, other than Online Services, may be used if an order is placed in the month the Product is first used. For Additional Products that are Online Services, an initial order for the Online Service is required prior to use.

- (ii) **Adding Licenses for previously ordered Products.** Additional Licenses for previously ordered Products other than Online Services may be added at any time but must be included in the next true-up order. Additional Licenses for Online Services must be ordered prior to use, unless the Online Services are (1) identified as eligible for true-up in the Product Terms or (2) included as part of other Licenses.
- g. **True-up requirements.** Enrolled Affiliate must submit an annual true-up order that accounts for any changes since the initial order or last order. If there are no changes, then an update statement must be submitted instead of a true-up order.
- (i) **Enterprise Products.** For Enterprise Products, Enrolled Affiliate must determine the number of Qualified Devices and Qualified Users (if ordering user-based Licenses) at the time the true-up order is placed and must order additional Licenses for all Qualified Devices and Qualified Users that are not already covered by existing Licenses, including any Enterprise Online Services.
- (ii) **Additional Products.** For Additional Products that have been previously ordered under this Enrollment, Enrolled Affiliate must determine the maximum number of Additional Products used since the latter of the initial order, the last true-up order, or the prior anniversary date and submit a true-up order that accounts for any increase.
- (iii) **Online Services.** For Online Services identified as eligible for true-up in the Product Terms, Enrolled Affiliate may place a reservation order for the additional Licenses prior to use and payment may be deferred until the next true-up order. Microsoft will provide a report of Reserved Licenses ordered but not yet invoiced to Enrolled Affiliate and its Reseller. Reserved Licenses will be invoiced retrospectively to the month in which they were ordered.
- (iv) **Subscription License reductions.** Enrolled Affiliate may reduce the quantity of Subscription Licenses at the Enrollment anniversary date on a prospective basis if permitted in the Product Terms, as follows:
- 1) For Subscription Licenses that are part of an Enterprise-wide purchase, Licenses may be reduced if the total quantity of Licenses and Software Assurance for an applicable group meets or exceeds the quantity of Qualified Devices and Qualified Users (if ordering user-based Licenses) identified on the Product Selection Form, and includes any additional Qualified Devices and Qualified Users added in any prior true-up orders. Step-up Licenses do not count towards this total count.
 - 2) For Enterprise Online Services that are not a part of an Enterprise-wide purchase, Licenses can be reduced as long as the initial order minimum requirements are maintained.
 - 3) For Additional Products available as Subscription Licenses, Enrolled Affiliate may reduce the Licenses. If the License count is reduced to zero, then Enrolled Affiliate's use of the applicable Subscription License will be cancelled.
- Invoices will be adjusted to reflect any reductions in Subscription Licenses at the true-up order Enrollment anniversary date and effective as of such date.
- (v) **Update statement.** An update statement must be submitted instead of a true-up order if, since the initial order or last true-up order, Enrolled Affiliate's Enterprise: (1) has not changed the number of Qualified Devices and Qualified Users licensed with Enterprise Products or Enterprise Online Services; and (2) has not increased its usage of Additional Products. This update statement must be signed by Enrolled Affiliate's authorized representative.
- (vi) **True-up order period.** The true-up order or update statement must be received by Microsoft between 60 and 30 days prior to each Enrollment anniversary date. The third-year true-up order or update statement is due within 30 days prior to the Expiration Date, and any license reservations within this 30 day period will not be accepted. Enrolled Affiliate

may submit true-up orders more often to account for increases in Product usage, but an annual true-up order or update statement must still be submitted during the annual order period.

(vii) **Late true-up order.** If the true-up order or update statement is not received when due, Microsoft will invoice Reseller for all Reserved Licenses not previously invoiced and Subscription License reductions cannot be reported until the following Enrollment anniversary date (or at Enrollment renewal, as applicable).

h. **Step-up Licenses.** For Licenses eligible for a step-up under this Enrollment, Enrolled Affiliate may step-up to a higher edition or suite as follows:

(i) For step-up Licenses included on an initial order, Enrolled Affiliate may order according to the true-up process.

(ii) If step-up Licenses are not included on an initial order, Enrolled Affiliate may step-up initially by following the process described in the Section titled "Adding new Products not previously ordered," then for additional step-up Licenses, by following the true-up order process.

i. **Clerical errors.** Microsoft may correct clerical errors in this Enrollment, and any documents submitted with or under this Enrollment, by providing notice by email and a reasonable opportunity for Enrolled Affiliate to object to the correction. Clerical errors include minor mistakes, unintentional additions and omissions. This provision does not apply to material terms, such as the identity, quantity or price of a Product ordered.

j. **Verifying compliance.** Microsoft may, in its discretion and at its expense, verify compliance with this Enrollment as set forth in the Enterprise Agreement.

3. Pricing.

a. **Price Levels.** For both the initial and any renewal term Enrolled Affiliate's Price Level for all Products ordered under this Enrollment will be Level "D" throughout the term of the Enrollment.

b. **Setting Prices.** Enrolled Affiliate's prices for each Product or Service will be established by its Reseller. Except for Online Services designated in the Product Terms as being exempt from fixed pricing, As long as Enrolled Affiliate continues to qualify for the same price level, Microsoft's prices for Resellers for each Product or Service ordered will be fixed throughout the applicable initial or renewal Enrollment term. Microsoft's prices to Resellers are reestablished at the beginning of the renewal term.

4. Payment terms.

For the initial or renewal order, Microsoft will invoice Enrolled Affiliate's Reseller in three equal annual installments. The first installment will be invoiced upon Microsoft's acceptance of this Enrollment and remaining installments will be invoiced on each subsequent Enrollment anniversary date. Subsequent orders are invoiced upon acceptance of the order and Enrolled Affiliate may elect to pay annually or upfront for Online Services and upfront for all other Licenses.

5. End of Enrollment term and termination.

a. **General.** At the Expiration Date, Enrolled Affiliate must immediately order and pay for Licenses for Products it has used but has not previously submitted an order, except as otherwise provided in this Enrollment.

b. **Renewal option.** At the Expiration Date of the initial term, Enrolled Affiliate can renew Products by renewing this Enrollment for one additional 36-month term or by signing a new Enrollment. Microsoft must receive a Renewal Form, Product Selection Form, and renewal order prior to or at the Expiration Date. Microsoft will not unreasonably reject any renewal.

Microsoft may make changes to this program that will make it necessary for Customer and its Enrolled Affiliates to enter into new agreements and Enrollments at renewal.

c. If Enrolled Affiliate elects not to renew.

- (i) Software Assurance.** If Enrolled Affiliate elects not to renew Software Assurance for any Product under its Enrollment, then Enrolled Affiliate will not be permitted to order Software Assurance later without first acquiring a new License with Software Assurance.
- (ii) Online Services eligible for an Extended Term.** For Online Services identified as eligible for an Extended Term in the Product Terms, the following options are available at the end of the Enrollment initial or renewal term.

- 1) Extended Term.** Licenses for Online Services will automatically expire in accordance with the terms of the Enrollment. An extended term feature that allows Online Services to continue month-to-month ("Extended Term") is available. During the Extended Term, Online Services will be invoiced monthly at the then-current published price as of the Expiration Date plus a 3% administrative fee for up to one year. If Enrolled Affiliate wants an Extended Term, Enrolled Affiliate must submit a request to Microsoft at least 30 days prior to the Expiration Date.

- 2) Cancellation during Extended Term.** At any time during the first year of the Extended Term, Enrolled Affiliate may terminate the Extended Term by submitting a notice of cancellation to Microsoft for each Online Service. Thereafter, either party may terminate the Extended Term by providing the other with a notice of cancellation for each Online Service. Cancellation will be effective at the end of the month following 30 days after Microsoft has received or issued the notice.

- (iii) Subscription Licenses and Online Services not eligible for an Extended Term.** If Enrolled Affiliate elects not to renew, the Licenses will be cancelled and will terminate as of the Expiration Date. Any associated media must be uninstalled and destroyed and Enrolled Affiliate's Enterprise must discontinue use. Microsoft may request written certification to verify compliance.

- d. Termination for cause.** Any termination for cause of this Enrollment will be subject to the "Termination for cause" section of the Agreement. In addition, it shall be a breach of this Enrollment if Enrolled Affiliate or any Affiliate in the Enterprise that uses Government Community Cloud Services fails to meet and maintain the conditions of membership in the definition of Community.

- e. Early termination.** Any early termination of this Enrollment will be subject to the "Early Termination" Section of the Enterprise Agreement.

For Subscription Licenses, in the event of a breach by Microsoft, or if Microsoft terminates an Online Service for regulatory reasons, Microsoft will issue Reseller a credit for any amount paid in advance for the period after termination.

6. Government Community Cloud.

- a. Community requirements.** If Enrolled Affiliate purchases Government Community Cloud Services, Enrolled Affiliate certifies that it is a member of the Community and agrees to use Government Community Cloud Services solely in its capacity as a member of the Community and, for eligible Government Community Cloud Services, for the benefit of end users that are members of the Community. Use of Government Community Cloud Services by an entity that is not a member of the Community or to provide services to non-Community members is strictly prohibited and could result in termination of Enrolled Affiliate's license(s) for Government Community Cloud Services without notice. Enrolled Affiliate acknowledges that only Community members may use Government Community Cloud Services.

- b.** All terms and conditions applicable to non-Government Community Cloud Services also apply

to their corresponding Government Community Cloud Services, except as otherwise noted in the Use Rights, Product Terms, and this Enrollment.

- c. Enrolled Affiliate may not deploy or use Government Community Cloud Services and corresponding non-Government Community Cloud Services in the same domain.
- d. **Use Rights for Government Community Cloud Services.** For Government Community Cloud Services, notwithstanding anything to the contrary in the Use Rights:
 - (i) Government Community Cloud Services will be offered only within the United States.
 - (ii) Additional European Terms, as set forth in the Use Rights, will not apply.
 - (iii) References to geographic areas in the Use Rights with respect to the location of Customer Data at rest, as set forth in the Use Rights, refer only to the United States.

Enrollment Details

1. Enrolled Affiliate's Enterprise.

- a. Identify which Agency Affiliates are included in the Enterprise. (Required) Enrolled Affiliate's Enterprise must consist of entire offices, bureaus, agencies, departments or other entities of Enrolled Affiliate, not partial offices, bureaus, agencies, or departments, or other partial entities. Check only one box in this section. If no boxes are checked, Microsoft will deem the Enterprise to include the Enrolled Affiliate only. If more than one box is checked, Microsoft will deem the Enterprise to include the largest number of Affiliates:

☒ Enrolled Affiliate only

☐ Enrolled Affiliate and all Affiliates

☐ Enrolled Affiliate and the following Affiliate(s) (Only identify specific affiliates to be included if fewer than all Affiliates are to be included in the Enterprise):

☐ Enrolled Affiliate and all Affiliates, with following Affiliate(s) excluded:

- b. Please indicate whether the Enrolled Affiliate's Enterprise will include all new Affiliates acquired after the start of this Enrollment: Exclude future Affiliates

2. Contact information.

Each party will notify the other in writing if any of the information in the following contact information page(s) changes. The asterisks (*) indicate required fields. By providing contact information, Enrolled Affiliate consents to its use for purposes of administering this Enrollment by Microsoft, its Affiliates, and other parties that help administer this Enrollment. The personal information provided in connection with this Enrollment will be used and protected in accordance with the privacy statement available at <https://www.microsoft.com/licensing/servicecenter>.

- a. **Primary contact.** This contact is the primary contact for the Enrollment from within Enrolled Affiliate's Enterprise. This contact is also an Online Administrator for the Volume Licensing Service Center and may grant online access to others. The primary contact will be the default contact for all purposes unless separate contacts are identified for specific purposes

Name of entity (must be legal entity name)* City of Schertz

Contact name* First Jack Last Bluebird

Contact email address* jbluebird@schertz.com

Street address* 1400 Schertz Parkway

City* Schertz

State* TX

Postal code* 78154-1634-

(Please provide the zip + 4, e.g. xxxxx-xxxx)

Country* United States

Phone* 210-619-1180

Tax ID

** indicates required fields*

- b. **Notices contact and Online Administrator.** This contact (1) receives the contractual notices, (2) is the Online Administrator for the Volume Licensing Service Center and may grant online access to others, and (3) is authorized to order Reserved Licenses for eligible Online Services, including adding or reassigning Licenses and stepping-up prior to a true-up order.

☐ Same as primary contact (default if no information is provided below, even if the box is not checked).

Contact name* First Steve Last Williams

Contact email address* swilliams@schertz.com

Street address* 1400 Schertz Parkway

City* Schertz

State* TX

Postal code* 78154-1634-

(Please provide the zip + 4, e.g. xxxxx-xxxx)

Country* United States

Phone* 210-619-1000

Language preference. Choose the language for notices. English

☐ This contact is a third party (not the Enrolled Affiliate). Warning: This contact receives personally identifiable information of the Customer and its Affiliates.

** indicates required fields*

- c. **Online Services Manager.** This contact is authorized to manage the Online Services ordered under the Enrollment and (for applicable Online Services) to add or reassign Licenses and step-up prior to a true-up order.

Same as notices contact and Online Administrator (default if no information is provided below, even if box is not checked)

Contact name*: First Steve Last Williams

Contact email address* swilliams@schertz.com

Phone* 210-619-1000

☐ This contact is from a third party organization (not the entity). Warning: This contact receives personally identifiable information of the entity.

** indicates required fields*

- d. **Reseller information.** Reseller contact for this Enrollment is:

Reseller company name* SHI International Corp.

Street address (PO boxes will not be accepted)* 290 Davidson Ave

City* Somerset

State* NJ

Postal code* 08873-4145

Country* United States

Contact name* Scott Doherty

Phone* 888-764-8888

Contact email address* msteam@shi.com

** indicates required fields*

By signing below, the Reseller identified above confirms that all information provided in this Enrollment is correct.

Signature* Scott Doherty

Printed name* Scott Doherty

Printed title*

Date*

** indicates required fields*

Changing a Reseller. If Microsoft or the Reseller chooses to discontinue doing business with each other, Enrolled Affiliate must choose a replacement Reseller. If Enrolled Affiliate or the Reseller intends to terminate their relationship, the initiating party must notify Microsoft and the

other party using a form provided by Microsoft at least 90 days prior to the date on which the change is to take effect.

- e. If Enrolled Affiliate requires a separate contact for any of the following, attach the Supplemental Contact Information form. *Otherwise, the notices contact and Online Administrator remains the default.*
 - (i) Additional notices contact
 - (ii) Software Assurance manager
 - (iii) Subscriptions manager
 - (iv) Customer Support Manager (CSM) contact

3. *Financing elections.*

Is a purchase under this Enrollment being financed through MS Financing? ☐ Yes, ☒ No.

If a purchase under this Enrollment is financed through MS Financing, and Enrolled Affiliate chooses not to finance any associated taxes, it must pay these taxes directly to Microsoft.

Previous Enrollment(s)/Agreement(s) Form

Entity Name: City of Schertz

Contract that this form is attached to: State Local Government

For the purposes of this form, "entity" can mean the signing entity, Customer, Enrolled Affiliate, Government Partner, Institution, or other party entering into a volume licensing program agreement.

Please provide a description of the previous Enrollment(s), Agreement(s), Purchasing Account(s), and/or Affiliate Registration(s) being renewed or consolidated into the new contract identified above.

- a. Entity may select below any previous contract(s) from which to transfer MSDN subscribers to this new contract. Entity shall ensure that each MSDN subscriber transferred is either properly licensed under the new contract or is removed.
- b. Entity may select below only one previous contract from which to transfer the Software Assurance (SA) Benefit contact details, i.e., benefits contact (*not* the SA manager) and the program codes, to this new contract.
- c. An Open License cannot be used to transfer either the SA Benefit details or MSDN subscribers.
- d. The date of the earliest expiring Enrollment/Agreement that contains SA or Online Services will be the effective date of the new contract (or SA coverage period for Select Plus).
- e. Please insert the number of the earliest expiring Enrollment/Agreement with SA or Online Services in the appropriate fields of the new contract.

Enrollment/Agreement/ Purchasing Account/Affiliate Registration Description	Enrollment/Agreement/ Purchasing Account/Affiliate Registration Public Customer Number	Transfer SA Benefit Contact	Transfer MSDN Subscribers
Standard Enrollment	64058050		

Enterprise

Sub 250 Program Amendment ID W29

The parties agree that the Enrollment is amended as follows:

1. ***On the first page of the Enrollment, the following is added after the second paragraph:***

By entering into this Enrollment, the Enrolled Affiliate agrees that (1) it also has 25 or more Qualified Devices or Qualified Users; or (2) as a condition of entering into this Enrollment with 25-249 Qualified Devices or Qualified Users, Enrolled Affiliate has elected not to receive CD ROMs as part of the Enrollment and therefore no CD ROMs will automatically be shipped. If Enrolled Affiliate is enrolling with 25-249 Qualified Devices or Qualified Users and it would like to receive CD ROM Kits and updates, Enrolled Affiliate may order these through its Reseller for a fee.

The submission of this Amendment can only be placed against a 2011 Enterprise Agreement or an Enrollment that has the Updated EA Amendment terms and conditions applied. The submittal of this Amendment may not be contingent on submittal of a new Enterprise Agreement.

2. ***Section 2a of the Enrollment titled "Order Requirements", is hereby amended and restated in its entirety with the following:***

- a. **Minimum Order Requirements.** Enrolled Affiliate's Enterprise must have a minimum of 25 Qualified Users or Qualified Devices.
 - (i) **Initial Order.** Initial order must include at least 25 Licenses from one of the four groups outlined in the Product Selection Form.
 - (ii) **If choosing Enterprise Products.** If choosing Enterprise Products in a specific group outlined in the Product Selection Form, Enrolled Affiliate's initial order must include an Enterprise-wide selection of one or more Enterprise Products or a mix of Enterprise Products and corresponding Enterprise Online Services for that group.
 - (iii) **Additional Products.** Upon satisfying the minimum order requirements above, Enrolled Affiliate may order Additional Products.
 - (iv) **Country of Usage.** Enrolled Affiliate must specify the countries where Licenses will be used on its initial order and on any additional orders.
 - (v) **Enterprise Online Services only.** If no Enterprise Product is ordered, then Enrolled Affiliate need only maintain at least 25 Subscription Licenses for Enterprise Online Services.

3. ***Software Assurance renewal.***

Renewing Software Assurance: If Enrolled Affiliate will be renewing Products Software Assurance coverage from a separate agreement, check this box.
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By checking the above box, a new section is added to the Enrollment entitled "Software Assurance Addition."

Software Assurance Addition. Enrolled Affiliate is permitted to and will include in its initial order under this Enrollment Software Assurance quantities from eligible Program's identified in the table below, even though Enrolled Affiliate is not otherwise eligible to order such Software Assurance without simultaneously ordering a License.

Enrolled Affiliate agrees that any perpetual Licenses received through the New Software Assurance shall supersede and replace the underlying Licenses, and the underlying Licenses are not to be transferred separately from any Licenses received through the New Software Assurance. Any remaining payment obligations with respect to the underlying Licenses shall continue in effect.

Program	License ID Number	Expiration Date
Enterprise	64058050	3/31/2023

Amendment to Contract Documents

Enrollment Number

5-0000009679971

This amendment ("Amendment") is entered into between the parties identified on the attached program signature form. It amends the Enrollment or Agreement identified above. All terms used but not defined in this Amendment will have the same meanings provided in that Enrollment or Agreement.

Enterprise Enrollment Invoice for Quoted Price Amendment ID M97

The price quoted to Enrolled Affiliate is a fixed price based on an estimated order submission date. Microsoft will invoice Enrolled Affiliate based on this fixed price quote. If this order is submitted later than the estimated order submission date, Enrolled Affiliate will be charged for net new Monthly Subscriptions (including Online Services) for the period during which these services were not provided. For Indirect models, Pricing to Enrolled Affiliate is agreed between Enrolled Affiliate and Enrolled Affiliate's Reseller.

SKU Number	SKU Description	Existing Quantity	Incremental quantities
7R6-00001	O365 G1 FSA GCC Sub Per User	74	0
AAA-11924	O365 G3 FSA GCC Sub Per User	56	0
T2N-00001	O365 G5 GCC Sub Per User	5	0
U4S-00002	O365 G1 GCC Sub Per User	5	10
AAA-11894	O365 G3 GCC Sub Per User	55	5
P3U-00001	Visio P2 GCC Sub Per User	6	0
HUS-00001	Audio Conferencing Pay Per Min GCC Sub Per User	5	0
MQM-00001	Azure Active Directory Premium P1 GCC Sub Per User	5	0
MQP-00001	Azure Information Protection Premium P1 GCC Sub Per User	10	0

SKU Number	SKU Description	Existing Quantity	Incremental quantities
M9T-00002	O365 Extra File Storage GCC Sub Add-on Extra Storage 1 GB	25	0
3KS-00001	O365 F3 GCC Sub Per User	336	10
7VX-00001	Project P5 GCC Sub Per User	11	0
NYH-00001	Teams AC with Dial Out US/CA GCC Sub Add-on	0	551

Except for changes made by this Amendment, the Enrollment or Agreement identified above remains unchanged and in full force and effect. If there is any conflict between any provision in this Amendment and any provision in the Enrollment or Agreement identified above, this Amendment shall control.

This Amendment must be attached to a signature form to be valid.

Microsoft Internal Use Only:

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Proposal ID

1284073.004

Enrollment Number

Language: English (United States)

Enrolled Affiliate's Enterprise Products and Enterprise Online Services summary for the initial order:

Profile	Qualified Devices	Qualified Users	Device / User Ratio	Enterprise Product Platform	CAL Licensing Model
Enterprise	210	210	1.0	-	User Licenses

Products	Enterprise Quantity
Office 365 Plans	
O365 G5 GCC	5
O365 G1 GCC FromSA	74
O365 G3 GCC FromSA	56
O365 G1 GCC	15
O365 G3 GCC	60

Enrolled Affiliate's Product Quantities:

Price Group	1	2	3	4
Enterprise Products	Office Professional Plus + M365 Apps for Enterprise + Office 365 (Plans E3 and E5) + Microsoft 365 Enterprise	Client Access License + Office 365 (Plans E1, E3 and E5) + Microsoft 365 Enterprise	Client Access License + Windows Intune + EMS USL + Microsoft 365 Enterprise	Win E3 + Win E5 + Win VDA + Microsoft 365 Enterprise
Quantity	121	210	0	0

Enrolled Affiliate's Price Level:

Product Offering / Pool	Price Level
Enterprise Products and Enterprise Online Services USLs: Unless otherwise indicated in associated contract documents, Price level set using the highest quantity from Groups 1 through 4.	D
Additional Product Application Pool: Unless otherwise indicated in associated contract documents, Price level set using quantity from Group 1.	D
Additional Product Server Pool: Unless otherwise indicated in associated contract documents, Price level set using the highest quantity from Group 2 or 3.	D

Additional Product Systems Pool: Unless otherwise indicated in associated contract documents, Price level set using quantity from Group 4.

D

Notes

Unless otherwise indicated in the associated contract documents, the price level for each Product offering / pool is set as described above, based upon the quantity to price level mapping below:

Quantity of Licenses and Software Assurance	Price Level
2,399 and below	A
2,400 to 5,999	B
6,000 to 14,999	C
15,000 and above	D

Note 1: Enterprise Online Services may not be available in all locations. Please see the Product List for a list of locations where these may be purchased.

Note 2: If Enrolled Affiliate does not order an Enterprise Product or Enterprise Online Service associated with an applicable Product pool, the price level for Additional Products in the same pool will be price level "A" throughout the term of the Enrollment. Refer to the Qualifying Government Entity Addendum pricing provision for more details on price leveling.



Pricing Proposal
Quotation #: 22960655
Reference #: EA# 64058050 Renewal
Created On: Jan-13-2023
Valid Until: Jan-31-2023

TX-City of Schertz

Korrin Bond

Phone: (210)619-1187
Fax:
Email: kbond@schertz.com

Microsoft Inside Account Manager

Vivien Cruz

290 Davidson Ave.
Somerset, NJ 08873
Phone: 732-868-5926
Fax:
Email: vivien_cruz@shi.com

All Prices are in US Dollar (USD)

Product	Qty	Your Price	Total
1 Audio Conferencing Pay Per Min GCC Sub Per User Microsoft - Part#: HUS-00001 Contract Name: Microsoft Software VAR Contract #: DIR-TSO-4092 Coverage Term: Apr-01-2023 – Mar-31-2024 Note: Year 1 of 3 Renewal	5	\$0.00	\$0.00
2 Azure Active Directory Premium P1 GCC Sub Per User Microsoft - Part#: MQM-00001 Contract Name: Microsoft Software VAR Contract #: DIR-TSO-4092 Coverage Term: Apr-01-2023 – Mar-31-2024 Note: Year 1 of 3 Renewal	5	\$55.99	\$279.95
3 Azure Information Protection Premium P1 GCC Sub Per User Microsoft - Part#: MQP-00001 Contract Name: Microsoft Software VAR Contract #: DIR-TSO-4092 Coverage Term: Apr-01-2023 – Mar-31-2024 Note: Year 1 of 3 Renewal	10	\$18.66	\$186.60
4 O365 Extra File Storage GCC Sub Add-on Extra Storage 1 GB Microsoft - Part#: M9T-00002 Contract Name: Microsoft Software VAR Contract #: DIR-TSO-4092 Coverage Term: Apr-01-2023 – Mar-31-2024 Note: Year 1 of 3 Renewal	25	\$2.95	\$73.75
5 O365 F3 GCC Sub Per User Microsoft - Part#: 3KS-00001 Contract Name: Microsoft Software VAR Contract #: DIR-TSO-4092 Coverage Term: Apr-01-2023 – Mar-31-2024 Note: Year 1 of 3 Renewal	346	\$37.33	\$12,916.18
6 O365 G1 FSA GCC Sub Per User Microsoft - Part#: 7R6-00001	74	\$71.71	\$5,306.54

Contract Name: Microsoft Software VAR
Contract #: DIR-TSO-4092
Coverage Term: Apr-01-2023 – Mar-31-2024
Note: Year 1 of 3 Renewal

7	O365 G1 GCC Sub Per User Microsoft - Part#: U4S-00002 Contract Name: Microsoft Software VAR Contract #: DIR-TSO-4092 Coverage Term: Apr-01-2023 – Mar-31-2024 Note: Year 1 of 3 Renewal	15	\$85.46	\$1,281.90
8	O365 G3 FSA GCC Sub Per User Microsoft - Part#: AAA-11924 Contract Name: Microsoft Software VAR Contract #: DIR-TSO-4092 Coverage Term: Apr-01-2023 – Mar-31-2024 Note: Year 1 of 3 Renewal	61	\$202.36	\$12,343.96
9	O365 G3 GCC Sub Per User Microsoft - Part#: AAA-11894 Contract Name: Microsoft Software VAR Contract #: DIR-TSO-4092 Coverage Term: Apr-01-2023 – Mar-31-2024 Note: Year 1 of 3 Renewal	60	\$237.72	\$14,263.20
10	O365 G5 GCC Sub Per User Microsoft - Part#: T2N-00001 Contract Name: Microsoft Software VAR Contract #: DIR-TSO-4092 Coverage Term: Apr-01-2023 – Mar-31-2024 Note: Year 1 of 3 Renewal	5	\$406.68	\$2,033.40
11	Project P5 GCC Sub Per User Microsoft - Part#: 7VX-00001 Contract Name: Microsoft Software VAR Contract #: DIR-TSO-4092 Coverage Term: Apr-01-2023 – Mar-31-2024 Note: Year 1 of 3 Renewal	11	\$505.89	\$5,564.79
12	Visio P2 GCC Sub Per User Microsoft - Part#: P3U-00001 Contract Name: Microsoft Software VAR Contract #: DIR-TSO-4092 Coverage Term: Apr-01-2023 – Mar-31-2024 Note: Year 1 of 3 Renewal	6	\$138.51	\$831.06
			Total	\$55,081.33

Additional Comments

Please note, if Emergency Connectivity Funds (ECF) will be used to pay for all or part of this quote, please let us know as we will need to ensure compliance with the funding program.

Hardware items on this quote may be updated to reflect changes due to industry wide constraints and fluctuations.

The products offered under this proposal are resold in accordance with the terms and conditions of the Contract referenced under that applicable line item.

CITY COUNCIL MEMORANDUM

City Council Meeting: March 28, 2023
Department: Information Technology
Subject: Resolution 23-R-29 - Consideration and/or action by the City Council of the City of Schertz, Texas approving the amendment to the contract with Scientel Solutions for the Schertz Master Communications Plan. (B.James/D.HardinTrussell/J. Bluebird)

BACKGROUND

City Council previously approved Resolution 22-R-35 to award a contract to Scientel Solutions, LLC of Aurora IL, for the implementation of the Schertz Master Communications Plan in the amount of \$565,835.00. A discrepancy was found at the IH-35 tower that will require additional engineering and hardware to mount the radios. The Pickrell Park site also requires a tower to be built next to the pavilion to get above the tree line. Scientel has submitted quote(s) for \$24,950.00 and \$11,287.76 respectively. This resolution amends the Scientel contract for the IH-35 tower and the Pickrell Park tower and increases the amount by \$36,237.76 with an additional \$3,762.24 for any contingencies that might arise with a total additional not to exceed of \$40,000.

Staff does want to note that some additional trenching work is needed at the Nacogdoches site. This work is going to be done by a different company that specializes in hydro-trenching. Council approval for this additional trenching is not required as the cost is less than \$7,500 and being done by a different company. Staff did want to make Council aware of this additional work.

GOAL

The goal of this resolution is for the City Council to authorize the execution of an amendment to the contract with Scientel Solutions to engineer and install radio mounts on the IH-35 tower and construct a new tower at Pickrell Park for the Schertz Master Communications Plan.

COMMUNITY BENEFIT

Provide improved communications to the City.

SUMMARY OF RECOMMENDED ACTION

Staff recommends that Council approves the amendment of the amendment to the contract with Scientel Solutions in the amount of \$36,237.76 with a not to exceed of \$40,000.

FISCAL IMPACT

Funding of the up to \$40,000 will be provided by using the PEG funds as authorized by the budget. The PEG Fund also will be used to fund the separate trenching work described in the background section of this memo.

RECOMMENDATION

Staff recommends that Council to approve Resolution 23-R-29

Attachments

Res 23 R 29

SCIENTEL AMENDMENT

SCIENTEL AMENDMENT 2

RESOLUTION NO. 23-R-29

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS AUTHORIZING THE AMENDMENT OF THE SCIENTEL SOLUTIONS CONTRACT FOR THE SCHERTZ MASTER COMMUNICATIONS PLAN.

WHEREAS, the Schertz I.T. Department has a need to add radio mounts to the I-35 water tower; and

WHEREAS, the Schertz I.T. Department has determined that Scientel Solutions is qualified to provide the required services; and

WHEREAS, the City Council has determined that it is in the best interest of the City to amend the contract with Scientel Solutions pursuant to the proposed solution for the I-35 tower; and

WHEREAS, the City Council authorizes City Staff to expend the amount of \$36,237.76, with a not to exceed amount of \$40,000.00.

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

Section 1. The City Council hereby authorizes amendment of the contract of Scientel Solutions not to exceed the amount of **FORTY THOUSAND DOLLARS** (\$40,000.00).

Section 2. The recitals contained in the preamble hereof are hereby found to be true, and such recitals are hereby made a part of this Resolution for all purposes and are adopted as a part of the judgment and findings of the City Council.

Section 3. All resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Resolution are hereby repealed to the extent of such conflict, and the provisions of this Resolution shall be and remain controlling as to the matters resolved herein.

Section 4. This Resolution shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

Section 5. If any provision of this Resolution or the application thereof to any person or circumstance shall be held to be invalid, the remainder of this Resolution and the application of such provision to other persons and circumstances shall nevertheless be valid, and the City Council hereby declares that this Resolution would have been enacted without such invalid provision.

Section 6. It is officially found, determined, and declared that the meeting at which this Resolution is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Resolution, was given, all as required by Chapter 551, Texas Government Code, as amended.

Section 7. This Resolution shall be in force and effect from and after its final passage, and it is so resolved.

PASSED AND ADOPTED, this 28th day of March, 2023.

CITY OF SCHERTZ, TEXAS

Ralph Gutierrez, Mayor

ATTEST:

Sheila Edmondson, City Secretary

(city seal)

Scientel Solutions LLC

1120 Jupiter Road, Suite 100
Plano, TX 75074

Original Quote #: SCIO0023-C03
Change Order #: 3
Date: 11/14/2022
Expires on: 12/14/2022

Submitted To:

Myles Clauser
City of Schertz, TX
mclauser@schertz.com

Submitted By:

Jason Saunders
214-551-0266
jsaunders@scientelsolutions.com

Project Name: IH35 Water Tower Antenna Railings Installation

Pricing

Product / Service	Price
Services: Engineering	\$3,870
Services: Staging, Installation & Closeout	\$12,455
Equipment & Materials	\$8,625
TOTAL	\$24,950

Description/Scope of Work:

Scientel will provide services to perform the following Scope of Work:

Engineering:

- Supply engineered and stamped design for antenna railing system on IH35 Water Tower.

Staging/Installation/Closeout:

- Install up to 8'x8'x6' antenna railing system on top of IH35 Water Tower. The railing system will have centralized anchor points to existing holes on top hatch.
- Supply material, epoxy, adapters required for installation
- Prep/ cut/ punch materials prior to installation
- Provide the City of Schertz with documentation in accordance with system acceptance requirements.

Assumptions

- All work is to be performed during regular business hours, I.E. 8AM-5PM, Monday through Friday.
- Permitting and permitting fees will be the responsibility of the City of Schertz.
- Pricing excludes the use of any cranes and aerial lifts.
- Pricing excludes painting services
- All equipment will be staged at Scientel Solutions facility in Plano, TX.

Billing Milestones

- 100% of Equipment & Materials upon Purchase Order receipt
- 100% of Services: Engineering upon stamped design for handrail system
- 100% of Services: Staging, Installation, & Closeout upon Project Completion

Terms & Conditions

Scientel Solutions will accept a written Purchase Order (P.O.) Payment due 30 days after submission of invoice upon delivery of equipment. This proposal is valid for 30 days.

Change Order Acceptance

If the above proposal and terms are accepted by the proposal recipient, please indicate as requested below. The completed document may be returned to Scientel with the necessary Purchase Order via email at Salesorder@scientelsolutions.com

Signature: _____

Date: ____/____/____

Name (Print): _____

Title: _____

THANK YOU FOR YOUR BUSINESS

Scientel Solutions LLC

1120 Jupiter Road, Suite 100
Plano, TX 75074

Original Quote #: SCIO0023-C04
Change Order #: 4
Date: 11/16/2022
Expires on: 12/16/2022

Submitted To:

Myles Clauser
City of Schertz, TX
mclauser@schertz.com

Submitted By:

Jason Saunders
214-551-0266
jsaunders@scientelsolutions.com

Project Name: Pickrell Park Tower Installation

Description/Scope of Work:

Scientel will provide the following Services for the City of Schertz to procure and install a 40' bracketed lattice tower with foundation located by the pavilion at Pickrell Park.

- Procurement:
 - Scientel will procure the Rohn 25G Tower and associated installation materials including the Rohn Anti Climb Sheets.
- Staging, Installation, & Closeout:
 - Scientel will trench and run underground conduit
 - Scientel will pour tower foundation
 - Scientel will perform the Rohn tower installation
 - Scientel will install earth grounding system
 - Scientel will install the Anti Climb Shield
 - Provide the City of Schertz with documentation in accordance with system acceptance requirements.

Assumptions

- All work is to be performed during regular business hours, I.E. 8AM-5PM, Monday through Friday.
- Scientel will assist the City of Schertz with the permitting process. Permitting fees are not included in this Quote.
- Underground conduit trenching is up to 25 feet and a depth of no more than 18 inches.
- All equipment will be staged at Scientel Solutions staging facility in Plano, TX.

Pricing

Product / Service	Price
Services: Staging, Installation, Testing	\$8,145.32
Equipment & Materials	\$3,142.44

TOTAL \$11,287.76

Billing Milestones

- 100% of Equipment & Materials upon Purchase Order
- 100% of Services upon installation Completion

Terms & Conditions

Scientel Solutions will accept a written Purchase Order (P.O.) Payment due 30 days after submission of invoice upon delivery of equipment. This proposal is valid for 30 days.

Change Order Acceptance

If the above proposal and terms are accepted by the proposal recipient, please indicate as requested below. The completed document may be returned to Scientel with the necessary Purchase Order via email at Salesorder@scientelsolutions.com

Signature: _____

Date: ____/____/____

Name (Print): _____

Title: _____

THANK YOU FOR YOUR BUSINESS

CITY COUNCIL MEMORANDUM

City Council Meeting: March 28, 2023
Department: Executive Team
Subject: Resolution 23-R-32 - Consideration and/or action by the City Council of the City of Schertz, Texas approving a Resolution authorizing an amendment to the Schertz Main Street Local Flavor Economic Development Grant for 507 Main Street. (S.Williams/B.James)

BACKGROUND

The Owner of the building at 507 Main, the Randolph Masonic Lodge #1286 is received approval for a Schertz Main Street Local Flavor Grant to redo the roof of their building in the amount of \$7,500 on December 13, 2022. This is the building on the northeast corner of Main Street and Lindbergh Avenue. Since that approval the contractor has found a few other items that need to be taken care of and the cost has risen to \$21,175. They also need to make repairs to a leak in AC system which is estimated to cost approximately \$3,600. Staff is recommending the grant be amended to be for up to \$12,800.

GOAL

Promote and enhance commercial activity along Main Street to promote the economic, cultural and general welfare of the public. The area around Main Street in Schertz once served as the commercial and social hub of the community. The City seeks to improve the image of the area around Main Street through matching grants that promote local economic development and stimulate business and commercial activities.

COMMUNITY BENEFIT

Encourage the attraction of small businesses that will create local charm and help develop a sense of place around Main Street. Promote commercial development. Stabilize and improve property values. Foster civic pride. Strengthen the economy of the City by protecting and enhancing the attractiveness of the Main Street area to residents and visitors, as well as provide support of local businesses.

SUMMARY OF RECOMMENDED ACTION

Staff recommends approval of Resolution 23-R-32, approving an amended Schertz Main Street Local Flavor Economic Development Grant for up to \$12,800 for 507 Main Street.

FISCAL IMPACT

The maximum fiscal impact of approval of this grant is \$12,800. The City budgets \$50,000 annually for the Main Street Grant programs. The current outstanding liabilities for the Main Street Grant programs total \$74,510.97 but this includes the initial \$7,500 grant for this property. Approval of this amendment would bring the total outstanding liabilities to \$79,810.97. While this is above the \$49,128.47 of funding left, the City has traditionally either tapped into Contingency Funds or submitted a budget adjustment to Council for approval. One aspect of this program is that the property owner has a year to complete the work (or seek re-approval), so grants can extend past a fiscal year.

RECOMMENDATION

Approval of Resolution 23-R-32.

Attachments

Res 23 R32 MLFG 507 Main
507 Main MLFG updated 2023

RESOLUTION NO. 22-R-32

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS APPROVING A REQUEST FOR A SCHERTZ MAIN STREET LOCAL FLAVOR ECONOMIC DEVELOPMENT GRANT FOR 507 MAIN STREET IN THE CITY OF SCHERTZ, TEXAS, AND RELATED MATTERS IN CONNECTION THEREWITH

WHEREAS, The City of Schertz desires to protect, enhance, and preserve the historic resources and landmarks which represent distinctive elements of Schertz' historic, architectural, economic, cultural, and social heritage by providing property owners and incentive for protecting their property; and

WHEREAS, the City of Schertz desires to encourage the attraction of small businesses that will create local charm and help develop a sense of place in and around Main Street;

WHEREAS, the City of Schertz desires to stabilize and improve property values; and

WHEREAS, Foster civic pride in the beauty and accomplishments of the past, and to promote the use of the historic structures for the culture, education, and general welfare of residents; and

WHEREAS, Strengthen the economy of the city by protecting and enhancing the attractiveness of the Main Street area to residents and visitors, as well as provide support and stimulus to businesses.

WHEREAS, the City Council approved the Schertz Main Street Local Flavor Economic Development Grant;

WHEREAS, staff is in support of this program and recommended approval of the grant request for 817 Main Street for up to \$12,800.00.

NOW THEREFORE, BE IT RESOLVED, THAT THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS THAT:

Section 1. The City Council hereby approves the Schertz Main Street Local Flavor Economic Development Grant request for 507 Main Street subject to the approved criteria of the program and execution of a funding agreement generally as outlined in Exhibit "A".

Section 2. The recitals contained in the preamble hereof are hereby found to be true, and such recitals are hereby made a part of this Resolution for all purposes and are adopted as a part of the judgment and findings of the City Council.

Section 3. All resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Resolution are hereby repealed to the extent of such conflict, and the provisions of this Resolution shall be and remain controlling as to the matters resolved herein.

Section 4. This Resolution shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

Section 5. If any provision of this Resolution or the application thereof to any person or circumstance shall be held to be invalid, the remainder of this Resolution and the application of such provision to other persons and circumstances shall nevertheless be valid, and the City Council hereby declares that this Resolution would have been enacted without such invalid provision.

Section 6. It is officially found, determined, and declared that the meeting at which this Resolution is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Resolution, was given, all as required by Chapter 551, Texas Government Code, as amended.

Section 7. This Resolution shall be in force and effect from and after its final passage, and it is so resolved.

PASSED AND ADOPTED, this 28th day of March, 2023.

CITY OF SCHERTZ, TEXAS

Ralph Gutierrez, Mayor

ATTEST:

Sheila Edmondson, City Secretary

(CITY SEAL)

Exhibit A

STATE OF TEXAS §
 §
COUNTY OF BEXAR §

SCHERTZ MAIN STREET LOCAL FLAVOR ECONOMIC DEVELOPMENT PROGRAM
FUNDING AGREEMENT BETWEEN THE CITY OF SCHERTZ, TEXAS AND the
Randolph Lodge #1268 FOR EXPENDITURE OF LOCAL FLAVOR GRANT FUNDS

This Local Flavor Development Program Funding Agreement (AGREEMENT) is made and entered into by and between the City of Schertz, Texas (CITY) and the Randolph Lodge #1268, (ENTITY).

WHEREAS, the ENTITY has developed a proposal to Make improvements to the roof of 507 Main (the “Project”); and

WHEREAS, Section 380.001 of the Texas Local Government Code, as amended, allows the governing body of a municipality to establish and provide for the administration of one or more programs to promote state and local economic development and to stimulate business and commercial activity in the municipality; and

WHEREAS, the Schertz Main Street Local Flavor Economic Development Program is intended to encourage and expansion and attract small businesses that create local charm and help develop a sense of place in and around Main Street, promote commercial development, stabilize and improve property values, foster civic pride, and protect and enhance the attractiveness of the Main Street area to residents and visitors; and

WHEREAS, funding for the Schertz Main Street Local Flavor Economic Development Program will be provided annually through the City’s General Fund; and

WHEREAS, the Schertz Main Street Local Flavor Economic Development Program will enhance other city efforts to improve, beautify, and promote economic development in the Main Street area.

WHEREAS, the area around Main Street in Schertz once served as commercial and social hub of the community; and

WHEREAS, the City seeks to improve the image of the area around Main Street through restoration and rehabilitation of structures in the Main Street area to serve as a commercial, social, cultural and tourism hub of the City; and

WHEREAS, the City Council of the City of Schertz desires to provide funds to AND the Randolph Lodge #1268 (ENTITY).

NOW, THEREFORE, it is mutually agreed by and between the CITY and ENTITY as follows:

GENERAL PROVISIONS

Section 1. Purpose. The purpose of this Agreement is to provide funding to the ENTITY for the project identified in the attached Exhibit "A" (the "Project"), the intent of which is to promote state and local economic development and to stimulate business and commercial activity in the municipality to encourage and expansion and attract small businesses that create local charm and help develop a sense of place in and around Main Street, promote commercial development, stabilize and improve property values, foster civic pride, and protect and enhance the attractiveness of the Main Street area to residents and visitors.

Section 2. Obligation of the ENTITY. The ENTITY shall use all of the awarded funds provided by the CITY in accordance with Chapter 351 of the Texas Tax Code, the ENTITY' funding application, and the attached Exhibit "A".

Section 3. Reporting Requirements of the ENTITY. The ENTITY shall deliver a detailed accounting of the expenditures for the Project within thirty (30) days after completion of the Project (the "Post Event Report"). The Post Event Report shall include copies of receipts and other documents establishing the expenditures for the project. The CITY shall not make reimbursements for expenditures where no receipt or invoice is provided. Partial or incomplete reports will not be accepted.

Section 4. Authorization of Payment. Subject to the ENTITY' satisfactory performance and compliance with the terms of this AGREEMENT, the CITY agrees to pay the ENTITY up to fifty percent (50%) of the Project. The Project is estimated to be approximately \$25,600.00 and fifty percent of which, is capped at 12,800.00 for work falling within the criteria for a façade improvement grant. Payment(s) will be made within forty-five (45) days of acceptance of the complete Post Event Report. Partial or incomplete reports will not be accepted. Only expenditures that meet Chapter 351 of the Tax Code and this AGREEMENT shall be reimbursed.

Section 5. Appeal Process. Any ENTITY wishing to appeal the decision of the CITY must present their appeal in writing within ten (10) business days of funding denial.

Section 6. Rights. The City of Schertz has the right, at any time, to inspect the books or records of the ENTITY that may relate to performance of this AGREEMENT. The CITY, at its sole expenses, has the right to conduct an audit of the ENTITY or Project.

Section 7. Term. The AGREEMENT shall become effective as of the date entered below. The AGREEMENT shall terminate one year from its effective date or once the terms have been met, whichever occurs first.

Section 8. Indemnification. The ENTITY agrees to defend, indemnify and hold harmless the CITY, its officers, agents and employees, against any and all claims, lawsuits, judgments, cause of action, costs and expenses for personal injury (including death), property damage or other harm for which recovery of damages is sought, suffered by any person or persons, that may arise out of or be occasioned by the ENTITY's breach of any of the terms or provisions of this AGREEMENT, or by any negligent act or omission of the ENTITY, its officers, agents, servants, employees, contractors, or subcontractors, in the

performance of this AGREEMENT; except that the indemnity provided for in this paragraph shall not apply to any liability resulting from the sole negligence of the CITY, its officers, agents, employees or separate contractors, and in the event of joint and concurrent negligence of both the ENTITY and the CITY under Texas law and without waiving any defenses of the parties under Texas law. The provisions of this paragraph are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity. Both parties expressly agree that this AGREEMENT does not assign any responsibility for civil liability to the City of Schertz that may arise by virtue of this AGREEMENT.

Section 9. Termination. A party may terminate this AGREEMENT in whole or in part if the other party fails to comply with a term of the AGREEMENT, including the inability of the ENTITY to conform to any change required by federal, state or local laws or regulations; or for the convenience of either party. The terminating party shall provide written notification to the other party of the decision to terminate this AGREEMENT within thirty (30) days before the effective date of termination. A party may terminate the AGREEMENT for breach of any provision of this AGREEMENT, upon written notice of the breach and the breaching party shall have ten (10) days after receipt of the written notice in which to cure the breach to the satisfaction of the non-breaching party.

Section 10. Notice. All notices required or permitted under this AGREEMENT shall be in writing and shall be delivered in person or mailed as follows:

to the CITY at:

City of Schertz
Attention: City Manager
1400 Schertz Parkway
Schertz, TX 78154
(210) 619-1000

To: Randolph Lodge #1268
Attention: Lionel Cortinas
507 Main
Schertz, Texas 78154

MISCELLANEOUS

Section 11. Entire Agreement. This AGREEMENT constitutes the entire agreement of the parties regarding the subject matter contained herein. The parties may not modify or amend this AGREEMENT, except by written agreement approved by the governing bodies of each party and duly executed by both parties.

Section 12. Approval. This AGREEMENT has been duly and properly approved by each party's governing body and constitutes a binding obligation on each party.

Section 13. Assignment. Except as otherwise provided in this AGREEMENT, a party may not assign this AGREEMENT or subcontract the performance of services without first obtaining the written consent of the other party.

Section 14. Non-Waiver. A party's failure or delay to exercise right or remedy does not constitute a waiver of the right or remedy. An exercise of a right or remedy under this AGREEMENT does not preclude the exercise of another right or remedy. Rights and remedies under this AGREEMENT are cumulative and are not exclusive of other rights or remedies provided by law.

Section 15. Paragraph Headings. The various paragraph headings are inserted for convenience of reference only, and shall not affect the meaning or interpretation of this AGREEMENT or any section thereof.

Section 16. Attorney fees. In any lawsuit concerning this AGREEMENT, the prevailing party shall be entitled to recover reasonable attorney's fees from the nonprevailing party, plus all out-of-pocket expense such as deposition costs, telephone, calls, travel expenses, expert witness fees, court costs, and their reasonable expenses, unless otherwise prohibited by law.

Section 17. Severability. The parties agree that in the event any provision of this AGREEMENT is declared invalid by a court of competent jurisdiction that part of the AGREEMENT is severable and the decree shall not affect the remainder of the AGREEMENT. The remainder of the AGREEMENT shall be in full force and effect.

Section 18. Venue. The parties agree that all disputes that arise of this AGREEMENT are governed by the laws of the State of Texas and venue for all purposes herewith shall be in Milam County, Texas.

Section 19. Certificate of Insurance. The ENTITY agrees to provide a certificate of insurance for liability and worker's compensation insurance or letter of self-insurance on its letterhead indicating its self-insured status before any event awarded funding under this AGREEMENT. The cost of the insurance herein mentioned to be secured and maintained by the ENTITY shall be borne solely by the ENTITY.

IN WITNESS HEREOF, the CITY and ENTITY make and execute this AGREEMENT to be effective this _____ day of _____, 2023.

CITY OF SCHERTZ, TEXAS

ENTITY

City Manager

ATTEST:

City Secretary

EXHIBIT A

ReRoof Work

CITY COUNCIL MEMORANDUM

City Council Meeting: March 28, 2023
Department: Engineering
Subject: Resolution 23-R-30 - Consideration and/or action by the City Council of the City of Schertz, Texas approving a Resolution authorizing a contract with CC Carlton Industries relating to the FM 2252 TXDOT Utility Adjustments: Water Line Relocation Project and authorizing the expenditures for the project.
(B.James/K.Woodlee/E.Schulze)

BACKGROUND

Due to conflicts with the Texas Department of Transportation's (TXDOT) proposed FM 2252 Road Widening project, the City of Schertz must relocate an existing 12-inch water line and associated valves and fire hydrants. The relocated improvements will be installed parallel to and within the newly acquired right-of-way.

Bids for the FM 2252 TXDOT Utility Adjustments: Water Line Relocation Project were opened on February 22, 2023. Four bids were received. Of the four bids, the lowest bid was from CC Carlton Industries. Staff has reviewed the bids and supporting documentation and determined that the bid from CC Carlton Industries is acceptable.

GOAL

The goal of this resolution is to obtain authorization from Council to execute a contract with CC Carlton Industries for \$247,053.50 plus \$27,946.50 (approximately 11% contingency) for a not to exceed amount of \$275,000, for the FM 2252 TXDOT Utility Adjustments: Water Line Relocation Project.

COMMUNITY BENEFIT

The utility relocation is necessary to avoid conflicts with TxDOT's proposed improvements along FM 2252 and maintain water service to this area of the distribution system.

SUMMARY OF RECOMMENDED ACTION

Staff recommends Council approve Resolution 23-R-30 and authorizing award of the contract for the FM 2252 TXDOT Utility Adjustments: Water Line Relocation Project to CC Carlton Industries for \$247,053.50 and a not to exceed amount of \$275,000.00.

FISCAL IMPACT

The cost of the project shall not exceed \$275,000.00. A portion of the American Rescue Plan (ARP) Tranche 2 Funding has been allocated for the project.

RECOMMENDATION

Approval of Resolution 23-R-30.

Bid Tabulation

Low Bidder Verification

Recommendation for Award

Contractor References

CC Carlton Request for Bid

Resolution 23-R-30

FM 2252 TXDOT UTILITY ADJUSTMENTS: WATER MAIN RELOCATION

Bid Date: 2/23/2023
Schertz Proj. 2023-004
UCE Proj. 22-130-V

				CC CARLTON INDUSTRIES		PRONTO SANDBLASTING		JKB CONSTRUCTION		AMERICAN UNDERGROUND	
ITEM	DESCRIPTION	UNIT	QTY	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL
1	TPDES -Storm Water Pollution Prevention Plan	ls	1	\$9,500.00	\$9,500.00	\$12,000.00	\$12,000.00	\$6,111.15	\$6,111.15	\$8,154.55	\$8,154.55
2	Mobilization	ls	1	\$39,500.00	\$39,500.00	\$24,000.00	\$24,000.00	\$8,888.90	\$8,888.90	\$19,784.92	\$19,784.92
3	Traffic Control and Regulation	ls	1	\$8,500.00	\$8,500.00	\$50,000.00	\$50,000.00	\$7,777.80	\$7,777.80	\$17,921.76	\$17,921.76
4	Site Restoration (Utility Construction)	lf	446	\$10.00	\$4,460.00	\$20.00	\$8,920.00	\$98.50	\$43,931.00	\$8.96	\$3,996.16
5	Adjust Valve Box	ea	5	\$350.00	\$1,750.00	\$300.00	\$1,500.00	\$592.60	\$2,963.00	\$534.83	\$2,674.15
6	Remove Water Main (AC) (12")	lf	418	\$60.00	\$25,080.00	\$30.00	\$12,540.00	\$61.35	\$25,644.30	\$123.45	\$51,602.10
7	Remove Water Main (STL) (18")	lf	35.8	\$65.00	\$2,327.00	\$40.00	\$1,432.00	\$70.95	\$2,540.01	\$392.40	\$14,047.92
8	Clearing and Grubbing	acre	0.25	\$8,950.00	\$2,237.50	\$30,000.00	\$7,500.00	\$35,555.60	\$8,888.90	\$46,493.44	\$11,623.36
9	Trench Safety System	lf	658	\$1.00	\$658.00	\$3.00	\$1,974.00	\$2.25	\$1,480.50	\$5.57	\$3,665.06
10	Water Pipe (PVC C900) (Complete) (Open Cut) (12 IN)	lf	346	\$251.00	\$86,846.00	\$250.00	\$86,500.00	\$311.10	\$107,640.60	\$202.25	\$69,978.50
11	Water Tie-In (Complete) (12")	ea	2	\$6,450.00	\$12,900.00	\$5,000.00	\$10,000.00	\$10,944.45	\$21,888.90	\$8,120.76	\$16,241.52
12	Water Cut, Plug, Abandon (18 IN)	lf	340	\$60.00	\$20,400.00	\$70.00	\$23,800.00	\$98.40	\$33,456.00	\$37.45	\$12,733.00
13	Fire Hydrant Assembly (Complete)	ea	1	\$12,500.00	\$12,500.00	\$8,000.00	\$8,000.00	\$5,726.71	\$5,726.71	\$6,661.64	\$6,661.64
14	Fire Hydrant Branch (Ductile Iron) (6 in) (Open Cut)	lf	18	\$250.00	\$4,500.00	\$180.00	\$3,240.00	\$252.50	\$4,545.00	\$83.97	\$1,511.46
15	Salvage Fire Hydrant	ea	1	\$950.00	\$950.00	\$3,000.00	\$3,000.00	\$2,111.15	\$2,111.15	\$1,094.39	\$1,094.39
16	Blow Off Valve (12" X 2") (TEMP)	ea	1	\$6,900.00	\$6,900.00	\$2,500.00	\$2,500.00	\$6,472.25	\$6,472.25	\$1,246.97	\$1,246.97
17	Water Tapping Sleeve and Valve (12X6)	ea	1	\$7,650.00	\$7,650.00	\$10,000.00	\$10,000.00	\$8,640.53	\$8,640.53	\$4,004.81	\$4,004.81
18	Water Meter Adjust Box (Complete)	ea	1	\$395.00	\$395.00	\$500.00	\$500.00	\$592.60	\$592.60	\$373.69	\$373.69
				\$247,053.50		\$267,406.00		\$299,299.30		\$247,315.96	

Incorrect Extrapolation of Cost

FM 2252 TXDOT UTILITY ADJUSTMENTS: WATER MAIN RELOCATION

Bid Date: 2/23/2023

Schertz Proj. 2023-004

UCE Proj. 22-130-V

				CC CARLTON INDUSTRIES		LOWEST UNIT COST		MEDIAN UNIT COST		ENGINEERS ESTIMATE		Comments
ITEM	DESCRIPTION	UNIT	QTY	UNIT COST	TOTAL	Unit Cost	% Diff	Unit Cost	% Diff	Unit Cost	% Diff	
1	TPDES -Storm Water Pollution Prevention Plan	ls	1	\$9,500.00	\$9,500.00	\$6,111.15	36%	\$8,827.28	7%	\$4,899.19	48%	Bidder unit price is more than 3% of bid
2	Mobilization	ls	1	\$39,500.00	\$39,500.00	\$8,888.90	77%	\$21,892.46	45%	\$17,963.68	55%	Bidder unit price is more than 20% bid. More than median. Can be accounted for potential remobilization for adjusting valves and fire hydrant
3	Traffic Control and Regulation	ls	1	\$8,500.00	\$8,500.00	\$7,777.80	8%	\$13,210.88	-55%	\$4,899.19	42%	Bidder unit price is more than 3% of bid, but less than median.
4	Site Restoration (Utility Construction)	lf	446	\$10.00	\$4,460.00	\$8.96	10%	\$15.00	-50%	\$58.90	-489%	Less than median, small overall total cost
5	Adjust Valve Box	ea	5	\$350.00	\$1,750.00	\$300.00	14%	\$442.42	-26%	\$1,120.00	-220%	Less than median, small overall total cost
6	Remove Water Main (AC) (12")	lf	418	\$60.00	\$25,080.00	\$30.00	50%	\$60.68	-1%	\$20.00	67%	Close to median unit cost
7	Remove Water Main (STL) (18")	lf	35.8	\$65.00	\$2,327.00	\$40.00	38%	\$67.98	-5%	\$100.00	-54%	Close to median unit cost
8	Clearing and Grubbing	acre	0.25	\$8,950.00	\$2,237.50	\$8,950.00	0%	\$32,777.80	-266%	\$7,000.00	22%	Significantly less than median. Close to Engineer. There is not much to clear on the site.
9	Trench Safety System	lf	658	\$1.00	\$658.00	\$1.00	0%	\$2.63	-163%	\$5.60	-460%	Less than median, small overall total cost
10	Water Pipe (PVC C900) (Complete) (Open Cut) (12 IN)	lf	346	\$251.00	\$86,846.00	\$202.25	19%	\$250.50	0%	\$247.00	2%	
11	Water Tie-In (Complete) (12")	ea	2	\$6,450.00	\$12,900.00	\$5,000.00	22%	\$7,285.38	-13%	\$7,500.00	-16%	Slightly more than median.
12	Water Cut, Plug, Abandon (18 IN)	lf	340	\$60.00	\$20,400.00	\$37.45	38%	\$65.00	-8%	\$40.00	33%	More than median unit cost
13	Fire Hydrant Assembly (Complete)	ea	1	\$12,500.00	\$12,500.00	\$5,726.71	54%	\$7,330.82	41%	\$11,668.00	7%	More than median unit cost, close to engineer, small overall cost
14	Fire Hydrant Branch (Ductile Iron) (6 in) (Open Cut)	lf	18	\$250.00	\$4,500.00	\$83.97	66%	\$215.00	14%	\$268.00	-7%	Close to median unit cost
15	Salvage Fire Hydrant	ea	1	\$950.00	\$950.00	\$950.00	0%	\$1,602.77	-69%	\$1,500.00	-58%	Less than median, small overall total cost
16	Blow Off Valve (12" X 2") (TEMP)	ea	1	\$6,900.00	\$6,900.00	\$1,246.97	82%	\$4,486.13	35%	\$1,890.00	73%	Significantly more than median and engineer.
17	Water Tapping Sleeve and Valve (12X6)	ea	1	\$7,650.00	\$7,650.00	\$4,004.81	48%	\$8,145.27	-6%	\$2,500.00	67%	Close to median unit cost
18	Water Meter Adjust Box (Complete)	ea	1	\$395.00	\$395.00	\$373.69	5%	\$447.50	-13%	\$840.00	-113%	Close to median unit cost
				\$247,053.50		\$151,666.65		\$239,776.29		\$214,290.25		Green= bidder is less than Red = bidder is more than



UNINTECH CONSULTING ENGINEERS, INC.

STRUCTURAL • CIVIL • SURVEYING

February 27, 2023

Mr. Eric Schulze, PE
City of Schertz
10 Commercial Place, Bldg 2
Schertz, TX 78154

RE: Schertz Project 2023-004 - FM 2252 TXDOT UTILITY ADJUSTMENTS: WATER MAIN RELOCATION
Bid Tabulation and Recommendation for award.

Dear Mr. Schulze

We have evaluated the bids received on February 23, 2023, for the FM 2252 TXDOT UTILITY ADJUSTMENTS: WATER MAIN RELOCATION project.

Four (4) bids were received as shown below.
CC Carlton Industries in the amount of \$247,053.50
American Underground in the amount of \$247,315.67*
Pronto Sandblasting in the amount of \$267,406.00
JKB Construction in the amount of \$299,299.30

*American Underground bid had minor inconsistencies in the extension of the unit prices. The amount shown above is the sum of bidder's unit prices multiplied by the project quantities.

The Engineer's Estimate from November 2022 was \$214, 290.25, based on best available data obtained from RS Means estimation system and additional sources.

A verification of the low bidder unit prices indicated the bidder's mobilization costs were twice the amount that was anticipated by the engineer, which can account for the difference between the low bidder and the engineer's estimate. Unit prices for the water main installation cost among all bidders and the engineer were within \$5.00. Other unit prices varied among all bidders.

The low bid was submitted by CC Carlton Industries in the amount of \$247,053.50. Our evaluation of the experience, reputation, and financial condition of CC Carlton Industries indicates that they are capable of completing the work required. Therefore, we recommend the award of a contract for construction of the **FM 2252 TXDOT UTILITY ADJUSTMENTS: WATER MAIN RELOCATION** project to **CC Carlton Industries** in the amount of **\$247,053.50**.

Sincerely,

A handwritten signature in black ink that reads "Mark B Hill".

Mark B Hill, P.E.
Civil Division Director

Calling a Contactor's references

CC Carlton industries has listed the **Brad Garner** as a reference on a recent bid.

(Contractor's name)

(Referenced project name/Owner)

proposal. May I ask a few questions about the project/Contractor?

1. What kind of work did CC Carlton industrie) perform for (**Brad Garner**)?
Built several residential subdivision developments for Brad Garner co. such as retaining walls, Waterlines, and Overhead Electric powerlines etc. (Over 5 years of work experience together)
2. How was the project awarded? (Low bidder, qualified bidder, other)
Qualified low bidder mostly public bids
3. Was the project completed on time? If not, why?
Yes, they generally meet all expectations very reliable and dedicated to project conditions
4. Was the project competed on or under budget? If not, why? Were the increases considered reasonable?
Mostly Over budget due to unexpected changes and time constraints of customer desires

CC Carlton Industries are known to be flexible during "change order processes" according to Brad Garner
5. Did the completed project meet expectations?
They have a had pavement failure issues with a project in the past overall Brad Garner believes they are a very capable group. **Highly Recommends**
6. Would CC Carlton Industries be accepted by the client for another project?
CC Carlton Industries expertise seems to be residential subdivision development for Brad Garner Co. However, CC Carlton Industries have done foundation work for the Tesla Facility Located in Austin Texas

1. What kind of work did (CC Carlton industries) perform for (**Nate Murdock**)?
Subdivision structure, roadways, sewer lines, waterlines, and grading construction
For single family home infrastructure (8 Months of partnership)
2. How was the project awarded? (Low bidder, qualified bidder, other)
The project was awarded from a competitive Bid Nate Murdock Co. felt that CC Carlton was the most suitable for said project.
3. Was the project completed on time? If not, why?
Yes, no issues have occur during the duration of any project assigned to CC Carlton Industries
4. Was the project competed on or under budget? If not, why? Were the increases considered reasonable?
A few **Bid-in changes** occur with some projects Nate Murdock was PM on, Overall most projects was built on budget
5. Did the completed project meet expectations?
Yes, Nat Murdock plans to utilize CC Carlton Industries for 3 Utility projects for the next 8 months.
6. Would CC Carlton Industries be accepted by the client for another project?
Yes, Nate Murdock Co. will be working closely with CC Carlton Industries for the next 8 months on Utility and residential family home infrastructure projects (**Highly recommends**)

(CC Carlton industries) has listed the (**Ryan Sales**) as a reference on a recent bid
(Contractor's name), (Referenced project name/Owner)

proposal. May I ask a few questions about the project/Contractor?

1. What kind of work did (Contractor's name) perform for (referenced project name)?
Utility work storm, sanitary Electrical and concrete construction
2. How was the project awarded? (Low bidder, qualified bidder, other)
The project was awarded as a qualified Bid for CC Carlton Industries past experience.
3. Was the project completed on time? If not, why?
Yes, a difficulty with ground grad that required a minor repair on said project.
4. Was the project completed on or under budget? If not, why? Were the increases considered reasonable?
The project that CC Carlton Industries has completed for Ryan Sales Co. was finished
On time with Bid-in issues
5. Did the completed project meet expectations?
Yes no flaws or dissatisfaction was record for any project that Ryan Sales was PM on during
CC Carlton Industries project developments
6. Would CC Carlton Industries be accepted by the client for another project?
Yes no issues with pervious projects with CC Carlton Industries they have proven to be fully
capable of meeting deadlines and client expectations according to Ryan Sales

CITY OF SCHERTZ, TEXAS

ADDENDUM NO. 1

**PROJECT NAME: FM 2252 TXDOT UTILITY ADJUSTMENT: WATER
MAIN RELOCATIONS**

PROJECT NUMBER: 2023-004

ISSUE DATE: 2-16-2023

TO: Prospective Respondents

Be advised that this Addendum No 1 affects the following changes in the Procurement Documents:

Bid Documents:

1. Replace Instruction to Proposers with Instruction to Bidders, attached. The award of the contract will be provided to the lowest qualified bidder.
2. Replace "The Agreement Between Owner and Contractor for Construction Contract (Stipulated Price)", pages A-1 and A-4 with the attached.

Construction Plans

3. Replace SHT_1: Cover Page, attached. Updated with names of new City Manager and Council Members
4. Revise quantity table on Sheet 5 to match Bid Documents, correct item 02516 unit to Linear Foot. Attached.

The Project is hereby modified as set forth in this Addendum. The original Project Documents and any previously issued addenda remain in full force and effect, except as modified by this Addendum, which is hereby made part of the Project. Respondent shall take this Addendum into consideration when preparing and submitting its submission.



THE CITY OF SCHERTZ, TEXAS

**REQUEST FOR BID (RFB)
for**

**FM 2252 UTILITY ADJUSTMENTS
WATER MAIN RELOCATION
PROJECT # 2023-004**

January 24, 2023



**1400 SCHERTZ PARKWAY
SCHERTZ, TEXAS 78154**



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CITY OF SCHERTZ
INVITATION FOR BIDS

The City of Schertz is issuing a Request for Proposals for construction services of FM 2252
TXDOT UTILITY ADJUSTMENT: WATER MAIN RELOCATION, PROJECT# 2023-004

Sealed Proposals shall be **submitted to the Purchasing Department** of the City of Schertz located at 1400 Schertz Parkway, Building #2, Schertz, Texas 78154 **by 3:00 P.M. (CST) on Wednesday, FEBRUARY 22, 2023 via hand delivery or mail. **No fax or E-mail bids will be accepted.**** Sealed proposals must be submitted with one (1) electronic (USB or Disc) and one (1) original hardcopy. RFPs submitted after the aforementioned date and time will not be accepted.

Procurement documents can be obtained from the City's website at <http://www.schertz.com/bids.aspx>. Be advised that if your company is contemplating responding to this procurement it is highly recommended that you register on the City's website for notifications to be updated when additional information is published. The City's website will be used as the sole source for official correspondence including changes or additions to the procurement documents via addenda.

A pre-submittal conference will be held on **Thursday, February 2, 2023 11:00 A.M. (CST)** in the City of Schertz Bob Andrews Conference Room at 1400 Schertz Parkway, Bldg. #1, Schertz, Texas 78154. Questions are due no later than **Wednesday, February 8, 2023 at 5:00 P.M. (CST)**. All questions in reference to this RFP must be directed to the Purchasing Department **in writing** at jgohlke@schertz.com

The City of Schertz reserves the right to refuse and reject any or all responses, waive any or all formalities or technicalities, accept the response or portions of the response determined to be the best and most advantageous to the City, and hold the responses for a period of 90 days without taking action. The City of Schertz reserves the right to accept responses from more than one firm determined to be the best option for the City. Respondents are required to hold their responses firm for the same period of time.

Hand-delivered & Courier Submissions:
Purchasing Department
1400 Schertz Parkway, Bldg. # 2, Schertz, TX 78154

LABELING INSTRUCTIONS: Envelopes must be SEALED AND CLEARLY MARKED:

CITY OF SCHERTZ RFP# 2023-004
FM 2252 TXDOT UTILITY ADJUSTMENT: WATER MAIN RELOCATION

BID FORM

CITY OF SCHERTZ

FM2252 TXDOT UTILITY ADJUSTEMENTS

WATER MAIN RELOCATION

PROJECT # 2023-004

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ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted to:

**JULIE GOHLKE
PURCHASING MANAGER
CITY OF SCHERTZ
1400 SCHERTZ PKWY, BLDG2 "ADMINISTRATION"
SCHERTZ, TX 78154**

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 – BIDDER'S ACKNOWLEDGEMENTS

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

ARTICLE 3 – BIDDER'S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt of the following Addenda:

<u>Addendum No.</u>	<u>Addendum, Date</u>
No.1	02/16/2023

B. Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Bidder is familiar with and has satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.

- E. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and any Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs.
- F. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and confirms that the written resolution thereof by Engineer is acceptable to Bidder.
- I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.
- J. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

ARTICLE 4 – BIDDER'S CERTIFICATION

4.01 Bidder certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 - 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and

4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

ARTICLE 5 – BASIS OF BID

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

BID SCHEDULE –SCHERTZ FM 2252 TXDOT UTILITY ADJUSTMENTS: WATER MAIN RELOCATION					
Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
1	TPDES -Storm Water Pollution Prevention Plan	ls	1	9,500	9,500
2	Mobilization	ls	1	39,500	39,500
3	Traffic Control and Regulation	ls	1	8,500	8,500
4	Site Restoration (Utility Construction)	lf	446	10	4,460
5	Adjust Valve Box	ea	5	350	1,750
6	Remove Water Main (AC) (12")	lf	418	60	25,080
7	Remove Water Main (STL) (18")	lf	35.8	65	2,327
8	Clearing and Grubbing	acre	0.25	8,950	2,237 ⁵⁰
9	Trench Safety System	lf	658	1	658
10	Water Pipe (PVC C900) (Complete) (Open Cut) (12 IN)	lf	346	251	86,846
11	Water Tie-In (Complete) (12")	ea	2	6,450	12,900
12	Water Cut, Plug, Abandon (18 IN)	lf	340	60	20,400
13	Fire Hydrant Assembly (Complete)	ea	1	12,500	12,500
14	Fire Hydrant Branch (Ductile Iron) (6 in) (Open Cut)	lf	18	250	4,500
15	Salvage Fire Hydrant	ea	1	950	950
16	Blow Off Valve (12" X 2") (TEMP)	ea	1	6,900	6,900
17	Water Tapping Sleeve and Valve (12X6)	ea	1	7,650	7,650
18	Water Meter Adjust Box (Complete)	ea	1	395	395
Total of All Unit Price Bid Items					247,053 ⁵⁰

Bidder acknowledges that (1) each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and (2) estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

ARTICLE 6 – TIME OF COMPLETION

- 6.01 Bidder agrees that the Work will be substantially complete within 90 calendar days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within 120 calendar days after the date when the Contract Times commence to run.
- 6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 7 – ATTACHMENTS TO THIS BID

- 7.01 The following documents are submitted with and made a condition of this Bid:
- A. Required Bid security;
 - B. List of Proposed Subcontractors; *To be provided if Low Bidder*
 - C. List of Proposed Suppliers; *To be provided if Low Bidder*
 - D. List of Project References; *See Attachment I*
 - E. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such license within the time for acceptance of Bids;
 - F. Required Bidder Qualification Statement with supporting data; and
 - G. Form 1295 – Certificate of Interested Parties (Bidder must complete form online at www.ethics.state.tx.us/File); and
 - H. Prohibition on Contracts With Companies Boycotting Israel

ARTICLE 8 – DEFINED TERMS

- 8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 9 – BID SUBMITTAL

BIDDER: *[Indicate correct name of bidding entity]*

C.C. Carlton Industries, LTD

By:

[Signature]

C. Craig Carlton, Mng to the Gp

[Printed name]

C. Craig Carlton

(If Bidder is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest:

[Signature]

Jay George

[Printed name]

Jay George

Title:

V.P. of Estimating

Submittal Date:

February 22, 2023

Address for giving notices:

3102 Bee Caves Rd., Ste 200, Austin, Texas 78746

Telephone Number:

512-476-4282

Fax Number:

512-476-4286

Contact Name and e-mail address:

Benjamin Lyon, blyon@cccCarlton.com

Bidder's License No.:

(where applicable)

NOTE TO USER: *Use in those states or other jurisdictions where applicable or required.*

QUALIFICATIONS STATEMENT

THE INFORMATION SUPPLIED IN THIS DOCUMENT IS CONFIDENTIAL TO THE EXTENT
PERMITTED BY LAWS AND REGULATIONS

1. SUBMITTED BY:

Official Name of Firm: C.C. Carlton Industries, LTD

Address: 3102 Bee Caves Rd., Ste 200, Austin, Texas 78746

2. SUBMITTED TO:

City of Schertz

3. SUBMITTED FOR:

Owner: City of Schertz

Project Name: FM 2252 Waterline Relocation

TYPE OF WORK: Site work and Utilities

4. CONTRACTOR'S CONTACT INFORMATION

Contact Person: Benjamin Lyon

Title: CEO of CCCI

Phone: 936-870-6325

Email: blyon@cccCarlton.com

5. AFFILIATED COMPANIES:

Name: _____

Address: _____

6. TYPE OF ORGANIZATION:

☐ SOLE PROPRIETORSHIP

Name of Owner: _____

Doing Business As: _____

Date of Organization: _____

☒ PARTNERSHIP

Date of Organization: April 1999

Type of Partnership: Limited Partnership

Name of General Partner(s): C. Craig Carlton, Manager to the G.P.

☐ CORPORATION

State of Organization: _____

Date of Organization: _____

Executive Officers:

- President: _____

- Vice President(s): _____

- Treasurer: _____

- Secretary: _____

☐ LIMITED LIABILITY COMPANY

State of Organization:

Date of Organization:

Members:

☐ JOINT VENTURE

Sate of Organization:

Date of Organization:

Form of Organization:

Joint Venture Managing Partner

- Name:

- Address:

Joint Venture Managing Partner

- Name:

- Address:

Joint Venture Managing Partner

- Name:

- Address:

7. LICENSING

Jurisdiction: _____

Type of License: _____

License Number: _____

Jurisdiction: _____

Type of License: _____

License Number: _____

8. CERTIFICATIONS

CERTIFIED BY:

Disadvantage Business Enterprise: _____

Minority Business Enterprise: _____

Woman Owned Enterprise: _____

Small Business Enterprise: _____

Other (_____): _____

9. BONDING INFORMATION

Bonding Company: Time Insurance Agency

Address: 1405 East Riverside Drive, Austin, Texas 78741

Bonding Agent: John W. Schuler

Address: 1405 East Riverside Drive, Austin, Texas 78741

Contact Name: John W. Schuler

Phone: 512-447-7773

Aggregate Bonding Capacity: \$50,000,000.00/\$100,000,000.00

Available Bonding Capacity as of date of this submittal: \$40,000,000.00

10. FINANCIAL INFORMATION

Financial Institution:	First United Bank
Address:	2725 Bee Caves Rd., Rollingwood, Texas 78746
Account Manager:	Pilar Castillo
Phone:	512-465-4562

INCLUDE AS AN ATTACHMENT AN AUDITED BALANCE SHEET FOR EACH OF THE LAST 3 YEARS

11. CONSTRUCTION EXPERIENCE:

Current Experience:

List on **Schedule A** all uncompleted projects currently under contract (If Joint Venture list each participant's projects separately).

Previous Experience:

List on **Schedule B** all projects completed within the last 5 Years (If Joint Venture list each participant's projects separately).

Has firm listed in Section 1 ever failed to complete a construction contract awarded to it?

☐ YES ☒ NO

If YES, attach as an Attachment details including Project Owner's contact information.

Has any Corporate Officer, Partner, Joint Venture participant or Proprietor ever failed to complete a construction contract awarded to them in their name or when acting as a principal of another entity?

☐ YES ☒ NO

If YES, attach as an Attachment details including Project Owner's contact information.

Are there any judgments, claims, disputes or litigation pending or outstanding involving the firm listed in Section 1 or any of its officers (or any of its partners if a partnership or any of the individual entities if a joint venture)?

☐ YES ☒ NO

If YES, attach as an Attachment details including Project Owner's contact information.

12. SAFETY PROGRAM:

Name of Contractor's Safety Officer: Joe Carvajal

Include the following as attachments:

Provide as an Attachment Contractor's (and Contractor's proposed Subcontractors and Suppliers furnishing or performing Work having a value in excess of 10 percent of the total amount of the Bid) OSHA No. 500- Log & Summary of Occupational Injuries & Illnesses for the past 5 years. *See Attachment G*

Provide as an Attachment Contractor's (and Contractor's proposed Subcontractors and Suppliers furnishing or performing Work having a value in excess of 10 percent of the total amount of the Bid) list of all OSHA Citations & Notifications of Penalty (monetary or other) received within the last 5 years (indicate disposition as applicable) - IF NONE SO STATE.

Provide as an Attachment Contractor's (and Contractor's proposed Subcontractors and Suppliers furnishing or performing Work having a value in excess of 10 percent of the total amount of the Bid) list of all safety citations or violations under any state all received within the last 5 years (indicate disposition as applicable) - IF NONE SO STATE.

Provide the following for the firm listed in Section V (and for each proposed Subcontractor furnishing or performing Work having a value in excess of 10 percent of the total amount of the Bid) the following (attach additional sheets as necessary):

Workers' compensation Experience Modification Rate (EMR) for the last 5 years:

YEAR	_____	EMR	<u>*Reference</u> Attachment G*
YEAR	_____	EMR	_____
YEAR	_____	EMR	_____
YEAR	_____	EMR	_____
YEAR	_____	EMR	_____

Total Recordable Frequency Rate (TRFR) for the last 5 years:

YEAR	_____	TRFR	<u>*Reference</u> Attachment G*
YEAR	_____	TRFR	_____
YEAR	_____	TRFR	_____
YEAR	_____	TRFR	_____
YEAR	_____	TRFR	_____

Total number of man-hours worked for the last 5 Years:

YEAR	_____	TOTAL NUMBER OF MAN-HOURS	*Reference Attachment G*
YEAR	_____	TOTAL NUMBER OF MAN-HOURS	_____
YEAR	_____	TOTAL NUMBER OF MAN-HOURS	_____
YEAR	_____	TOTAL NUMBER OF MAN-HOURS	_____
YEAR	_____	TOTAL NUMBER OF MAN-HOURS	_____

Provide Contractor's (and Contractor's proposed Subcontractors and Suppliers furnishing or performing Work having a value in excess of 10 percent of the total amount of the Bid) Days Away From Work, Days of Restricted Work Activity or Job Transfer (DART) incidence rate for the particular industry or type of Work to be performed by Contractor and each of Contractor's proposed Subcontractors and Suppliers) for the last 5 years:

YEAR	_____	DART	*Reference Attachment G*
YEAR	_____	DART	_____
YEAR	_____	DART	_____
YEAR	_____	DART	_____
YEAR	_____	DART	_____

13. EQUIPMENT:

MAJOR EQUIPMENT:

List on **Schedule C** all pieces of major equipment available for use on Owner's Project.

I HEREBY CERTIFY THAT THE INFORMATION SUBMITTED HERewith, INCLUDING ANY ATTACHMENTS, IS TRUE TO THE BEST OF MY KNOWLEDGE AND BELIEF.

NAME OF ORGANIZATION: C.C. Carlton Industries, LTD
BY: [Signature]
TITLE: V.P. of Estimating
DATED: February 22, 2023

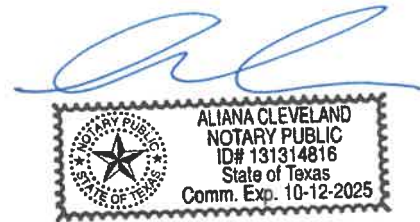
NOTARY ATTEST:

SUBSCRIBED AND SWORN TO BEFORE ME

THIS 22nd DAY OF February, 2023

NOTARY PUBLIC - STATE OF Texas

MY COMMISSION EXPIRES: 10/12/2025



REQUIRED ATTACHMENTS

1. Schedule A (Current Experience).
2. Schedule B (Previous Experience).
3. Schedule C (Major Equipment).
4. Audited balance sheet for each of the last 3 years for firm named in Section 1.
See Attachment D
5. Evidence of authority for individuals listed in Section 7 to bind organization to an agreement.
See Attachment E
6. Resumes of officers and key individuals (including Safety Officer) of firm named in Section 1.
See Attachment F
7. Required safety program submittals listed in Section 13.
See Attachment G
8. Additional items as pertinent.
9. Proposed Schedule (estimating 420 calendar days beginning on September 1st 2021).
See Attachment H

SCHEDULE A

CURRENT EXPERIENCE

Project Name	Owner's Contact Person	Design Engineer	Contract Date	Type of Work	Status	Cost of Work
See Attached A-1	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				

SCHEDULE B

PREVIOUS EXPERIENCE (Include ALL Projects Completed within last 5 years)

Project Name	Owner's Contact Person	Design Engineer	Contract Date	Type of Work	Status	Cost of Work
See Attached B-1	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				

SCHEDULE B

PREVIOUS EXPERIENCE (Include ALL Projects Completed within last 5 years)

Project Name	Owner's Contact Person	Design Engineer	Contract Date	Type of Work	Status	Cost of Work
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				

BID BOND

Any singular reference to Bidder, Surety, Owner or other party shall be considered plural where applicable.

BIDDER (Name and Address):

CC Carlton Industries, Ltd.
3102 Bee Caves Road, Suite
200, Austin, Texas 78746

SURETY (Name, and Address of Principal Place of Business):

Atlantic Specialty Insurance Company
14160 N Dallas Pkwy, Suite 760
Dallas, TX 75254

OWNER (Name and Address):

City of Schertz
1400 Schertz Pkwy
Schertz, TX 78154

BID

Bid Due Date: February 22, 2023

Description (Project Name— Include Location): FM 2252 TXDOT Utility Adjustment

BOND

Bond Number: Bid Bond

Date: February 22, 2023

Penal sum Five Percent of Amount Bid \$ (5%)
(Words) (Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

BIDDER

CC Carlton Industries, Ltd. (Seal)
Bidder's Name and Corporate Seal

By:

Signature

Print Name

Title

Attest:

Signature

Title Exec. Est. Coordinator

SURETY

Atlantic Specialty Insurance Company (Seal)
Surety's Name and Corporate Seal

By:

Signature (Attach Power of Attorney)

John W. Schuler

Print Name

Attorney-in-fact

Title

Attest:

Signature

Title Bond Admin.

Note: Addresses are to be used for giving any required notice.

Provide execution by any additional parties, such as joint venturers, if necessary.

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation shall be null and void if:
 - 3.1 Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
 - 3.2 All Bids are rejected by Owner, or
 - 3.3 Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after the Bid due date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.



Power of Attorney

KNOW ALL MEN BY THESE PRESENTS, that ATLANTIC SPECIALTY INSURANCE COMPANY, a New York corporation with its principal office in Plymouth, Minnesota, does hereby constitute and appoint: **Walter E. Benson Jr, Steve Dobson, John W. Schuler**, each individually if there be more than one named, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof; provided that no bond or undertaking executed under this authority shall exceed in amount the sum of: **unlimited** and the execution of such bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof in pursuance of these presents, shall be as binding upon said Company as if they had been fully signed by an authorized officer of the Company and sealed with the Company seal. This Power of Attorney is made and executed by authority of the following resolutions adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the President, any Senior Vice President or Vice-President (each an "Authorized Officer") may execute for and in behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and affix the seal of the Company thereto; and that the Authorized Officer may appoint and authorize an Attorney-in-Fact to execute on behalf of the Company any and all such instruments and to affix the Company seal thereto; and that the Authorized Officer may at any time remove any such Attorney-in-Fact and revoke all power and authority given to any such Attorney-in-Fact.

Resolved: That the Attorney-in-Fact may be given full power and authority to execute for and in the name and on behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and any such instrument executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed and sealed by an Authorized Officer and, further, the Attorney-in-Fact is hereby authorized to verify any affidavit required to be attached to bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof.

This power of attorney is signed and sealed by facsimile under the authority of the following Resolution adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:


Resolved: That the signature of an Authorized Officer, the signature of the Secretary or the Assistant Secretary, and the Company seal may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing an Attorney-in-Fact for purposes only of executing and sealing any bond, undertaking, recognizance or other written obligation in the nature thereof, and any such signature and seal where so used, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, ATLANTIC SPECIALTY INSURANCE COMPANY has caused these presents to be signed by an Authorized Officer and the seal of the Company to be affixed this twenty-seventh day of April, 2020.

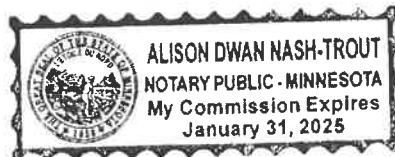
STATE OF MINNESOTA
HENNEPIN COUNTY

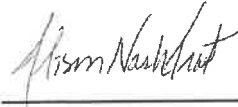


By


Paul J. Brehm, Senior Vice President

On this twenty-seventh day of April, 2020, before me personally came Paul J. Brehm, Senior Vice President of ATLANTIC SPECIALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, that he is the said officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the seal of said Company and that the said seal and the signature as such officer was duly affixed and subscribed to the said instrument by the authority and at the direction of the Company.





Notary Public

I, the undersigned, Secretary of ATLANTIC SPECIALTY INSURANCE COMPANY, a New York Corporation, do hereby certify that the foregoing power of attorney is in full force and has not been revoked, and the resolutions set forth above are now in force.

Signed, sealed and dated this 22nd day of Feb., 2023

This Power of Attorney expires
January 31, 2025




Kara Barrow, Secretary

A-1

Job #	Job Name	Location	PM	Superintendent	Owner	Engineer	Contract Price
22-031	Esperanza 2G	601 Esperanza Blvd. Boerne, Texas 78006	Heath Taylor	Fermin Molina	Kendall County Water Control and Improvement District No. 2A	Kimley-horn (210-541-9166)	\$11,873,165.00
22-028	Benton Offsite Force Main	Ronald Reagan Blvd. Georgetown, Texas	Josh Bollich	Fermin Molina	3 B&J Municipal Utility District (512-518-2424)	Kimley-Horn (Trevor Renn: 512-418-1771)	\$2,471,743.00
22-027	Benton Lift Station	Ronald Reagan Blvd. Georgetown, Texas	Josh Bollich	Fermin Molina	3 B&J Municipal Utility District (512-518-2424)	Kimley-Horn (Trevor Renn: 512-418-1771)	\$3,971,352.51
22-026	Mayfair	Kohlenberg Rd. New Braunfels	Heath Taylor	Robbie Martinez	Southstar at Mayfair, LLC	Pape-Dawson (Steven Dean: 830-632-5633)	\$3,700,901.41
22-025	Space X	858 FM 1209 Bastrop, Texas 78602	Brad Vonderheid	N/A	Space Exploration Technologies (Lyman Lam: 310-682-2805)	Space X (AB Ozdi: 512-590-0447)	\$514,623.00
22-024	Prose at Buda	FM 2001 Buda, Texas 78610	Tommy McDougal	Gabino	Alliance Realty Partners, LLC	Kimley-Horn (Daniel Furdock: 512-645-2237)	\$1,813,275.28
22-023	Cannon Ranch	Rob Shelton Blvd and Founders Park Road	Tommy McDougal	Joe Duarte	Ashton Woods Homes (Steven Pierce: 512-615-6409)	Doucet & Associates, Inc. (Jacob Harris: 512-583-2600)	\$7,381,123.04
22-022	Shelby Ranch	2210 & 2212 Lynnbrook Dr. Austin, Texas	Byron Dupre	Trinidad Arriaga	Lew Routon/Deborah Bates (Josh Delk: 832-408-4063)	Civil & Environmental Consultants, Inc (Chad Kimbell: 512-439-0400)	\$1,420,042.00
22-021	Villages of Hidden Lake Commercial	3607 Kelly Ln, Pflugerville, TX 78660	Heath Taylor	Trinidad Arriaga	BLD VOHL 6A-1 LLC (Becky Collins: 512-774-7336)	Pape-Dawson Engineers (Mike Fisher: 512-454-8711)	\$1,141,397.00
22-020	Legacy Square Apartments	2519 Redwood Rd. San Marcos, TX 78666	Brad Vonderheid	Robbie Martinez	Herman & Kittle Properties, Inc (317-846-3111)	Cude Engineers (512-260-9100)	\$2,498,750.00
22-019	Tesla Building Expansion	1 Tesla Road Austin, TX 78725	Josh Bollich	Joe Coppedge	Tesla (Marlin Cox: 570-580-1272)	Jacobs Engineering	\$612,710.00
22-018	Pearson Ranch	7501 Pearson Ranch Road Austin, Texas 78717	Byron Dupre	Fermin Molina	CWS Pearson Ranch MF LP (Jarrett Sullivan: 512-732-8338)	WGI (Rachel Enns: 512-669-5560)	\$3,246,038.00
22-017	Simwon	Plum Creek, Building 3 Kyle, Texas 78640	Brad Vonderheid	Fermin Molina	SIMWON NA CORP	Do Kim (Do Kim: 470-796-0720)	\$3,430,000.00
22-014	Elm Creek	N/A	Josh Bollich	Nathan Porter	Lennar Homes of Texas Land & Construction, Ltd. (Charlie Coleman: 512-506-4000)	BGE, INC (512-879-0400)	\$1,166,810.00
22-013	Northgate Ranch Phase 2 Section 7	2455 Co Rd 214 Liberty Hill, TX 78642	Heath Taylor	Trinidad Arriaga	Tri Point Homes (512-848-1401)	BGE, INC (Scott Swiderski: 512-879-0400)	\$8,278,539.90
22-011	Parmer Sector 9	12600 McCallen Pass Austin, Travis Co. Texas	Jason Horne	Robbie Martinez	Karlin Parmer 9, 1 LLC (Matthew Schwab: 512-482-5565)	LandDev Consulting, LLC (Michael A. Giannetta: 512-872-6696)	\$1,556,367.00
22-006	Spencer Ranch	N/A	Jason Horne	Robbie Martinez	SJWTX Or Canyon Lake Water Service (Michelle Clifton: 830-312-4562)	Matkin Hoover (Josh Valenta: 361-362-4222)	\$3,574,191.26
22-005	Entrada Ph 3	Crystal Bend Dr & Immanuel Rd., Pflugerville, TX	Josh Bollich	Trinidad Arriaga	Lennar Homes of Texas Land & Construction, LTD (Kevin Pope: 512-531-1375)	Carlson, Brigance & Doering, Inc (Brendan McEntee: 512-280-5160)	\$1,626,823.50
22-004	Hays County Ph 2 Drip Field	Ledgestone Dr. Austin, Texas 78731	Heath Taylor	Joe Duarte	Hays County Municipal District No. 4 (281-398-8211)	Burgess & Niple, Inc (Mora Guerra: mora.guerra@burgessniple.com)	\$1,631,388.00

22-003	HeadWaters Ph3	East of Intersection of Roy Branch Rd & Hazy Hills Loop, Austin, TX	Tommy McDougal	Joe Duarte	WFC Headwaters Owner VII, LP	Malone & Wheeler (Landon M. McClellan: 512-899-0601)	\$9,834,278.13
22-002	HeadWaters Ph3 Drip Irrigation	East of Intersection of Roy Branch Rd & Hazy Hills Loop, Austin, TX	Heath Taylor	Joe Duarte	Headwaters MUD of Hays County - C/O McLean & Howard L.L.P.	Allen Engineering Group (David Allen: 512-632-0121)	\$1,623,160.00
22-001	Colorfield	1006 Baylor Street, Austin, Texas 78703	Josh Bollich	Tito Guerrero	Cumby Construction (Bryan Cumby: 512-296-2535)	Jones Carter Inc. (William A.C. McShan: 512-441-9493)	\$1,246,065.77
21-029	Willowbrook 1	1639 Weltner Rd New Braunfels TX 78130	Tommy McDougal	Robbie Martinez	Scott Felder Homes, LLC (Madison Inselmann : 512-720-2900)	Pape-Dawson Engineers (Todd Blackmon, P.E: 830-632-5633)	\$5,518,928.86
21-028	Switch Round Rock	1 Dell Way, Round Rock, TX 78664	Heath Taylor	Joe Guerrero	Switch	Bohler (Federico Olivares: 469-458-7300)	\$21,596,371.80
21-027	Ross Road Extension	7424-1/2 Apperson Lane Del Valle, Texas 78617	Josh Bollich	Trinidad Arriaga	SR Development Inc. (John Gurasich: 512.917.1994)	Pape-Dawson Engineers (Pete Sylvester, P.E: 512-454-8711)	\$3,732,095.81
21-026	Homestead Units 5-9, 18 & CU 13 & 14	Green Valley Rd & FM 1103 Schertz, TX	Tommy McDougal	Robbie Martinez	ILF N-T OWNER, LP (617-221-8400)	Malone-Wheeler (512-899-0601)	\$20,488,240.38
21-025	Crossvine Module 3A Unit 1	7901 E FM 1518 Schertz, TX 78154	Tommy McDougal	Robbie Martinez	Schertz 1518, Ltd. (Chris Price: 210-226-6843)	Malone-Wheeler (Jesse Malone, PE: 512-608-7564)	\$10,182,934.00
21-023	Anthem 1C-2, 1C-3, 2, 3 & 4	4 Miles West of I-35 Kyle, Texas	Jason Horne	Hunter Dickiehut / Robby Martinez	Kyle 150, LP (Clark Wilson: 832-256-9669)	Atwell, LLC (Chris Schedler: 512-293-1983)	\$19,893,077.26
21-021	Stoneridge	3605 Stoneridge Rd Austin, TX 78746	Josh Bollich	Fermin Molina	Unicus Developments Investment Partners Austin, LLC (Francisco Uzcategui: 713-206-7212)	Bleyl Engineering (Kenny Watkins: 512-454-2400)	\$1,239,992.06
21-014	Entrada Phase 5	Crystal Bend Dr & Immanuel Rd, Pflugerville, TX	Josh Bollich	Trinidad Arriaga	Lennar Homes of Texas Land & Construction, LTD (Kevin Pape: 512-531-1375)	Carlson, Brigance & Doering, Inc (Brendan McEntee: 512-280-5160)	\$7,498,109.32
21-007	Travisso 4-4 & 5	Travisso Subdivision Phase 4, Section 4&5	Heath Taylor	Joe Guerrero	Travisso, LTD (Brad Garner: 512-590-0618)	Pape-Dawson Engineers (Michael S. Fisher: 512-454-8711)	\$15,146,451.91
21-003	Big Sky 3&4	E Hwy 290 and Cannon Ranch Rd Dripping Springs TX 78620	Tommy McDougal	Hunter Dickehut	Meritage Homes of Texas, LLC (Rob Archer: 512-615-6409)	Doucet & Associates (Chris Reid: 512-583-2600)	\$14,028,703.91
21-001	Tesla	12733 Harold Green Rd, Austin, TX 78725	Josh Bollich	Joe Guerrero	Tesla (Gauri Chicker)	Garza Engineering	\$27,585,749.39
20-013	Medcore Senior Living	Williams Dr & Dell Webb Blvd, Georgetown, TX 78633	Byron Dupre	Fermin Molina	Medcore Partners	Big Red Dog (Marissa Wyrick: 512-669-5560)	\$2,048,160.00
20-006	Clear Creek	2511 Sam Bass Rd Round Rock, Texas 78681	Jason Horne	Trinidad Arriaga	The Brohn Group, Ltd (Adam Boenig: 512-320-8833)	Jamison Civil Engineering LLC (Stephen Jamison: 737-484-9722)	\$6,535,824.45

B-1

Job #	Job Name	Location	PM	Superintendent	Owner	Engineer	Contract Price
22-016	Emma Office Park	3219 Manor Road Austin, Texas 78723	Brad Vonderheid	Fermin Molina	Cumby Construction, LLC (James Cumby: 512-296-2535)	Jones & Carter (512-441-9493)	\$410,796.00
22-008	3219 Manor Road	3219 Manor Road, Austin, Texas 78723	Heath Taylor	N/A	Cumby Construction, LLC	Jones & Carter (512-441-9493)	\$40,000.00
22-007	Homestead Offsite Force Main	N/A	Tommy McDougal	Hunter Dickichut	ILF N-T Owner, LP (617-221-8400)	Trihydro Corporation (830-626-3588)	\$1,049,510.70
21-024	Headwaters 5-2	708 Headwaters Blvd., Dripping Springs, TX 78620	Heath Taylor	Hunter Dickiehut	c/o WFC Headwaters Owner VII, L.P. (Phil McPherson: 512-761-0248)	Malone-Wheeler (Jesse Malone, PE: 512-899-0601)	\$4,770,468.10
21-022	Park Village Punch List	Blanco Rd and Lobo Bulverde TX 78260	Tommy McDougal	Bart Moore	Two Seventy Seven Limited, Ltd (Trey Marsh: trey.marsh@entradadev.com)	Cude Engineers (Kyle Hudak: khudak@cudeengineers.com)	\$147,180.00
21-020	AWTX Expansion	565 Bolton Rd Cibolo, TX 78124	Tommy McDougal	Bart Moore	AW Texas, Inc	Kimley-Horn (Matt Cox: 210-321-3435)	\$257,100.00
21-019	Tesla @ Saint Elmo	500 E Saint Elmo Austin, Tx 78745	Steven Collier	Robby Martinez	GCH Saint Elmo LLC (Jonathan Powers: 512-944-4452)	WGI (Cliff Kendall: 512-669-5560)	\$57,750.00
21-018	Anthem Amenity Center	141 Old Glory Ln, Kyle, TX 78640	Jared Davis	Robby Martinez	Mountain City 150 LP	Texax Engineering Solutions	\$441,700.00
21-017	The Sommetry	5540 Sofia Place, Round Rock, TX 78865	Matt Cummings	Trinidad Arriaga	Clark Wilson Builders GC, LLC (Ty Wenglar: 832-256-9669)	Kimley-Horn (512-646-2237)	\$1,590,940.00
21-016	Veramendi 16-1	Approx. 0.5 miles NW of the Oak Run Pkwy and Geneva intersection	Tommy McDougal	Chris Tiller	Veramendi PE - Fremantle, LLC	Pape-Dawson Engineers (Todd Blackmon, P.E: 830-632-5633)	\$4,541,204.40
21-015	Benbrook PEC	1101 Haisey Dr Leander, TX 78641	Jared Davis	Jose Briones	Duke Inc	LJA Engineering	\$656,293.50
21-013	Estates of Liberty Hill Phase 2	190 N. Hwy 183 Liberty Hill, TX 78642	Steven Collier	Hunter Dickiehut	ELH Land Owner, LLC (Greg Canzano: 628-427-0147)	Cunningham-Allen, Inc (Curtis Morriss: 512-327-2946)	\$1,597,157.60
21-012	Meyer Ranch Unit 10	Meyers Ranch Rd & Cranes Mill Road	Tommy McDougal	Robbie Martinez	CCD Meyer Ranch, LLC (James Wilson: 830-312-3406)	Pape-Dawson Engineers	\$2,911,166.64
21-011	Bella Fortuna Phase 2B	Bradshaw Rd Austin, TX 78747	Jason Horne	Trinidad Arriaga	Clayton Properties Group, Inc DBA Brohn Homes (Adam Boening: 512-320-8833)	Doucet & Associates (Garre Salek: 512-583-2600)	\$4,666,150.37
21-010	Emerson at Trace Apartments	618 Del Rio St San Marcos, TX	Jared Davis	Jose Briones	MFS Electric, Inc (Mike Cordova: 281-494-4700)	PEC Electric Coop	\$24,255.00
21-009	Bee Creek Sports Complex	4400 Bee Creek Rd Briarcliff, TX 78669	Jason Horne	Hunter Dickiehut	Travis County Transportation & Natural Resources	Tenet Design Partners, Inc.	\$3,051,474.20
21-008	Meyer Ranch Unit 8 & 9	Meyers Ranch Rd & Cranes Mill Road	Tommy McDougal	Robbie Martinez	CCD Meyer Ranch, LLC (James Wilson: 830-312-3406)	Pape-Dawson Engineers	\$9,465,763.14
21-006	Continental Nautilus	440 Kohlenberg Road New Braunfels TX 78130	Tommy McDougal	Bart Moore	Continental Automotive Systems	SSOE Group	\$1,378,430.00
21-005	1300 Dittmar	1300 Dittmar Road Austin, TX 78745	Josh Bollich	Trinidad Arriaga	Mid City Homes (Ryan Cassidy: 972-292-4212)	KBGE (Chad Kimbell: 512-439-0400)	\$11,545,583.70
21-002	Whisper Valley 3&4	E Braker Lane & Taylor Lane Austin, TX 78653	Byron Dupre	Trinidad Arriaga	Club Deal 120 Whisper Valley, L.P. (Adam Moore: 512-569-7831)	LandDev Consulting, LLC (512-836-4793)	\$15,544,508.41
20-023	Cole Estates	4901 Hwy 29 Georgetown, Texas 78628	Josh Bollich	Fermin Molina	Overlook at San Gabriel LLC (Sathish Babu Chakka: 317-752-7979)	James W. Griffith, P.E., RPLS & Griffith Consulting (James W. Griffith: 512-626-6673)	\$10,012,279.02
20-022	Austin High School	1715 Cesar Chavez St. Austin Texas 78703	Jared Davis	Hopper	Austin Public Schools (Rebecca Richter)	MWM Design Group, Inc (Mathew Rector: 512-453-0767)	\$126,000.00
20-021	Berry Creek 1B	Berry Creek Subdivision	Jason Horne	Fermin Molina	Berry Creek (Georgetown) ASLI IX, LLC (Marvin Shapiro)	Kimley-Horn (Harrison Hudson: 737-202-3202)	\$10,811,617.29
20-020	Park Village Amenity Center	Blanco Road and Lobo, Bulverde Texas 78260	Tommy McDougal	Bart Moore	Two Seventy Seven Limited, Ltd (Trey Marsh: trey.marsh@entradadev.com)	Cude Engineers (Kyle Hudak: khudak@cudeengineers.com)	\$429,943.90
20-019	Crossvine M1U3	1518 & Women Hollering Creek Schertz, TX	Jared Davis	Bart Moore / Robby Martinez	Schertz 1518, LTD (210-226-6843)	Malone-Wheeler (512-899-0601)	\$130,280.00

20-018	Pflugerville Farms	1300 Rauscher Drive Pflugerville, TX 78664	Tommy McDougal	Chad Simpson	Thompson Realty Capital (972-644-2400)	Pape-Dawson Engineers	\$1,942,200.00
20-017	Southton	N/A	Ryan Houdek	Jose Briones	N/A	N/A	\$259,989.00
20-016	Bar W Ph. 4	Ronald Reagan Blvd & Bar W Blvd Leander, TX	Jared Davis	N/A	Trendmaker Homes (Kevin Forader)	Carlson, Brigrance & Doering, Inc	\$3,941,176.70
20-015	Village a Spanish Oaks	13456 Highway 71 West Bee Cave, Texas 78738	Jason Horne	Hunter Dickiehut	CCNG Real Estate Investors, II, L.P. (Jack Creveling: 512-750-0118)	LJA Engineering, Inc (Danny Miller: 512-789-7485)	\$4,076,680.00
20-014	Entrada Ph. 5	Crystal Bend Dr & Immanuel Rd. Pflugerville, Tx 78660	Jared Davis	N/A	Lennar Homes of Texas Land & Construction, LTD (Kevin Pape: 512-531-1375)	Carlson, Brigrance & Doering, Inc (Brendan McEntee: 512-280-5160)	\$4,512,619.90
20-012	Bryson 2-3	Bryson Ridge Trail & Pleasant Hill Rd Leander, TX	Jared Davis	N/A	Bryson MPC Holdings LLC (Aaron Googins)	CSF Civil Group, LLC (Christine Potts: 512-614-4466)	\$1,367,163.00
20-011	Big Sky Ranch 2	E Hwy 290 and Cannon Ranch Road Dripping Springs, Texas 78620	Jared Davis	Hunter Dickiehut	Meritage Homes (Rob Archer: 512.615.6409)	Doucet & Associates (Jen Paisley: 512.583.2600)	\$6,279,549.05
20-010	Cielo Apartments	2208 W Pflugerville Pkwy Round Rock, TX 78664	Tommy McDougal	Chad Simpson	Cielo Austin Development	Pape-Dawson Engineers	\$1,831,825.00
20-009	Bonnet Tract	Blue Sage Drive & Twinspur Street. Leander Texas 78628	Jason Horne	Trinidad Arriaga	Milestone Community Builders, LLC (David Bennett: 512-676-9558)	BGE, Inc (Armando Castillo: 512-879-0400)	\$4,187,946.40
20-008	Park Village	Blanco Road and Lobo, Bulverde Texas 78260	Tommy McDougal	Bart Moore	Two Seventy Seven Limited, Ltd (Trey Marsh: trey.marsh@entradadev.com)	Cude Engineers (Kyle Hudak: khudak@cudeengineers.com)	\$10,354,852.28
20-007	Meyer Ranch Unit 6 & 7	Meyer Ranch Road and S. Cranes Mill Road, New Braunfels, Comal County, Texas	Tommy McDougal	Bart Moore	CCD Meyer Ranch, LLC (James Wilson: 830-312-3406)	Pape Dawson	\$5,471,151.40
20-005	Berry Creek 1A	Berry Creek Subdivision	Jason Horne	Chad Simpson	Berry Creek (Georgetown) ASLI IX, LLC (Marvin Shapiro)	Kimley-Horn (Harrison Hudson: 737-202-3202)	\$1,315,067.50
20-004	Lakeshore Drive Waterline Extension	3955 1/2 Westlake Drive Austin, TX 78746	Matt Cummings	N/A	Maxine Roberts, Sandy & Will Sterling, Jessica Rossman, Martha Allday	The Moore Group (Ed Moore, P.E: 512-442-0377)	\$626,409.00
20-003	Cottonwood Creek Ph 1	Intersection of CR 199 & CR 132 Hutto, TX 78634	Jared Davis	Trinidad Arriaga	Lennar Homes of Texas Land & Construction, LTD	BGE, Inc (Tim Holland: 512-879-0440)	\$6,676,974.75
20-002	Aven Ridge PEC & Aven Ridge Pond	1141 Pleasant Hill Road Leander, Texas 78641	Jared Davis	Jose Briones	Duke Inc (Mike Richardson: 713-545-3727)	Brown & Gay Engineers, Inc and PEC (Brandon Butts: 877-372-0391)	\$479,827.00
20-001	Headwaters 4- 2-4, 5, & 6	N/A	Steven Collier	Hunter Dickiehut	WFC Headwaters Owner VII, L.P (Matt Matthews: 512-761-0248)	Malone Wheeler, Inc (Jesse Malone: 512-608-7564)	\$11,663,397.00
19-027	Travisso 3-6 & 8	Travisso Subdivision Phase 3, Sections 6 & 8	Steven Collier	Eric Motts	Travisso, LTD (Brad Garner: 512-590-0618)	Pape-Dawson Engineers (Michael S. Fisher: 512-454-8711)	\$12,652,860.30
19-026	Project Frontier	565 Bolton Road Marion, TX 78124	Jared Davis	Bart Moore	AW Texas, Inc. (Yuichi Iwakawa: 819-076-0007)	Kimley-Horn (Matthew Cox: 210-321-3435)	\$2,605,140.00
19-024	Bryson 4-5	Bryson Ridge Trail & Pleasant Hill Rd	Zac Vaughn	N/A	Crescent Leander TX, LLC (512-476-4282)	CSF Civil Group, LLC (Christine Potts: 512-614-4466)	\$2,941,033.90
19-023	Anthem Phase 1A	N/A	Jared Davis	N/A	Mountain City 150 LP	Texax Engineering Solutions	\$12,336,292.00
19-021	Manchaca Land Development	5107 Manchaca Rd. Austin, TX 78745	Matt Cummings	N/A	PSW Homes, LLC (Casey Giles: 512-326-3905)	PSW Homes, LLC (Casey Giles: 512-326-3905)	\$497,135.00
19-020	SAMC Garage	901 W. Ben White Blvd Austin, TX 78704	Matt Cummings	Robert Martinez	St. David's Healthcare Partnership, LP, LLP (Mark Worsham: 512-482-4176)	Kimley-Horn (Ashley M. Frysinger: 281-567-9300)	\$730,100.00
19-019	Penn Place	3412 Pennsylvania Ave Austin, TX 78721	Jason Horne	Cory McAnelly	Scott Way (512-589-0284)	Big Red Dog (Bailey Harrington: 512-669-5560)	\$1,259,000.00
19-018	The Mansions at Onion Creek	11922 IH35 Frontage Road Austin, Texas 78652	Eric Houdek	N/A	Western Rim Investors Entity # 2017-7, L.P. (Brian Wilson: 214-598-0043)	MBC Engineers (Roger Gunderman: 210-545-1122)	\$4,368,355.00
19-017	Reserve at Wyoming Springs	N/A	Matt Cummings	Trinidad Arriaga	Calatlantic Homes	Cunningham- Allen, Inc (512-327-2946)	\$3,743,164.70

19-016	Indian Hills Lift Station and Forcemain	5601 FM 973 Del Valle, TX 78617	Jason Horne	Trinidad Arriaga	Club Deal 116 Indian Hills, TX, L.P.	Big Red Dog	\$7,467,899.20
19-015	Estates of Liberty Hill Expansion	190 N. Highway 183 Liberty Hill, TX 78642	Matt Cummings	N/A	Rosemary Capital (Gregory Canzano: 678-427-0147)	Cunningham- Allen, Inc (Rich Couch: 512-327-2946)	\$3,165,962.00
19-014	Travisso Phase 5, Section I	Travisso Subdivision Phase 5, Section 1	Heath Taylor	Eric Motts	Travisso, LTD (Brad Garner: 512-590-0618)	Pape-Dawson Engineers (Michael S. Fisher: 512-454-8711)	\$13,341,215.40
19-012	Creekside Apartments	7104 Creekside Dr Austin, TX 78752	Zac Vaughn	N/A	Dooley Developments USA, LLC (Colin Dooley: 214-842-2640)	SEC Solutions (Marco Castaneda: 512-785-8446)	\$457,791.45
19-011	Eastside High School	901 Neal St. Austin, TX 78702	Jared Davis	Chad Simpson	Austin ISD (512-414-1700)	Civiltude LLC (512-761-6161)	\$884,100.00
19-010	Bouldin Creek Commons	2043 S. Lamar Blvd Austin, TX 78704	Zac Vaughn	N/A	JSTRAIN LLC (Scott Trainer: 512-965-1369)	Civiltude (Jim Shissler: 512-369-9830)	\$545,508.00
19-009	Provence Phase One, Section Two	16304 Hamilton Pool Road, Austin, Texas 78738	Zac Vaughn	N/A	Masonwood HP, Ltd. (Jim Meredith: 512-658-9700)	LJA Engineering, Inc (Daniel Ryan: 512-439-4700)	\$3,134,464.36
19-008	Estancia Hill Country 2B	1201 Estancia Parkway Austin, TX 78652	Matt Cummings	Eric Motts	Stratford Infrastructure Manager, LLC (Doug Patterson: 469-878-0790)	LandDev Consulting, LLC (Mike Kotalik: 512-836-4793)	\$8,371,300.42
19-007	Estancia Condos	3217 Old San Antonio Rd Austin, TX 78652	Matt Cummings	Eric Motts	SLF III - Onion Creek, L.P. (Royce Rippey: 512-770-8516)	LJA Engineering & Surveying, Inc. (John A. Clark: 512-439-4700)	\$5,905,430.50
19-006	Enclave at Estancia Ph 5	500 Estancia Parkway Austin, TX 78652	Matt Cummings	Eric Motts	Lennar Homes of Texas Land & Construction, LTD (Chase Kohloff: 512-534-6041)	Stantec Consulting Services, Inc (Diego Rojas: 512-469-5446)	\$3,637,155.21
19-005	Whisper Valley Phase 2	E Braker Lane & Taylor Lane Austin, TX 78653	Jared Davis	N/A	Club Deal 120 Whisper Valley, L.P. (Adam Moore: 512-569-7831)	LandDev Consulting, LLC (512-836-4793)	\$8,300,231.48
19-004	Vista Pointe Phase 2	Westinghouse Road Georgetown, TX	Jared Davis	N/A	Meritage Homes (Kyle Smith: 512-701-3773)	Kimley-Horn	\$2,156,107.10
19-003	North Bluff 3 (on hold)	814 North Bluff Drive Austin, TX 78745	Jared Davis	Cory McAnelly	PSW GC LLC (Ross Wilson: 512-326-3905)	PSW GC LLC (Casey Giles: 512-294-3609)	\$861,190.00
19-002	The Legacy at Saint John (Old Santa Rita)	1300 McKie Drive Austin, TX 78752	Jared Davis	Cory McAnelly	Dooley Developments USA, LLC (Jordan Franuero: 512-914-1408)	ATS Engineers, Inspectors, and Surveyors (Andrew Evans: 512-328-6995)	\$1,104,465.85
19-001	Big Sky Ranch Phase 1	E Hwy 290 and Cannon Ranch Road Dripping Springs, Texas 78620	Chris Grassity	N/A	Meritage Homes (Rob Archer: 512.615.6409)	Doucet & Associates (Jen Paisley: 512.583.2600)	\$10,864,277.20
18-028	Headwaters Drip Field	N/A	Dustin White	Cory McAnelly	WFC Headwaters Owner VII, L.P (Phillip McPherson: 512-761-0248)	Allen Engineering (David Allen: 512-637-0121)	\$771,070.00
18-027	San Gabriel Parkway Phase 1	San Gabriel Parkway	Jared Davis	N/A	Palmera Ridge Development, Inc (Dustin Einhaus: 512-481-0303)	Randall Jones & Associates Engineering, Inc (512-836-4793)	\$2,931,184.00
18-026	Lakeway Highlands 3-3	N/A	Eric Houdek	N/A	RH Lakeway Development, Ltd. (Joe DiQuinzio: 512-478-0017)	Carlson, Brigance & Doering, Inc (Doug Rummel: 512-280-5160)	\$2,537,519.10
18-025	MorningStar Phase 3 Sections 1A & 2A	HWY 29 and Ronald Reagan Georgetown, Texas 78626	Chris Grassity	N/A	MREC MAG Morningstar, LLC (972-715-6400)	LandDev Consulting, LLC (Bill Gabler: 512-831-7700)	\$5,071,181.25
18-024	Entrada Phase 4	Immanuel Road & Nightview	Ryan Houdek	N/A	Lennar Homes of Texas Land & Construction, LTD (Steve Bertke: 512-531-1375)	Carlson, Brigance & Doering, Inc (Steven Cates: 512-280-5160)	\$9,541,100.50
18-023	5th Generation Offsite Waterline	12101 Moore Road Austin, Texas 78719	Jared Davis	Hopper	Fifth Generation Inc (Bryan Plater: 512-389-9011)	Alan Plummer Associates, Inc. (Stephen J. Coonan: 512-452-5905)	\$3,921,000.00
18-022	Agnes Street Extension Phase 1	State Hwy 304 & Home Depot Way Bastrop, TX	Jared Davis	N/A	Bastrop Economic Development Corporation	Bowman Consulting Group, Ltd	\$986,124.20
18-021	WATER OAK NORTH Phase 4 Section 1,2	N/A	Eric Houdek	N/A	ABG WATER OAK PARTNERS, LTD (Shervin Nooshin :512-469-5371)	Stantec Consulting Services, Inc (Shervin Nooshin :512-469-5371)	\$9,823,410.00
18-020	Rock Engineering Site	1 Roundville Lane Round Rock, Texas 78664	Arnie Hammock	N/A	Rock Engineering	Noble Surveying & Engineering Works, LLC	\$138,000.00
18-019	Hilton Canopy	612 West 6th Street Austin, TX 78701	Brian Dyer	N/A	612 ACM-MJM LLC	Urban Design Group (J Segura: 512-347-0040)	\$529,543.00

18-018	Horizontal Westinghouse Investors Tract 12" WW Line	5401 North Mays Street Georgetown, TX 78626	Brian Dyer	N/A	Bourn Companies, LLC	Tom Groll Engineering, PC (Thomas J. Groll: 512-848-5796)	\$75,239.75
18-015	Mansions of Georgetown II	5401 N Mays St Georgetown, TX 78626	Brian Dyer	N/A	N^3 (974-471-8785)	MBC Engineers (Roger Gunderman: 210-545-1122)	\$4,227,365.00
18-014	Headwaters Phase 2, Phase 4-1	N/A	Eric Houdek	N/A	WFC Headwaters Owner VII, L.P. (Matt Matthews: 512-761-0248)	Malone-Wheeler (Jesse Malone: 512-608-7564)	\$8,586,519.10
18-013	Bar W Ranch West Phase I Section 1	N/A	Jared Davis	N/A	Continental Homes of Texas, L.P. (Lauren Anderson: 512-230-2810)	Carlson, Brigrance & Doering, Inc (512-280-5160)	\$5,491,183.85
18-012	Signal Hill Estates	16300 Hamilton Pool Rd Austin, TX 78738	Jared Davis	N/A	SaturnFive Signal Hill, LLC (Aaron Googins: 512-809-5118)	Malone-Wheeler (Dan Brown: 512-899-0601)	\$3,681,106.10
18-011	Cottages @ Belterra Phase 2	271 Trinity Hills Dr Austin, TX 78737	Jared Davis	N/A	M/I Homes of Austin, LLC (Aaron Googins: 512-809-5118)	Texax Engineering Solutions (Stephen Delgado: 512-904-0505)	\$1,478,746.60
18-010	Boum Tract 16" Water Line	Westinghouse Rd & Mays St Georgetown, TX	Jared Davis	N/A	Horizontal Westinghouse Investors, LLC	Tom Groll Engineering (Christine Potts: 512-614-4466)	\$165,675.00
18-008	The Enclave at North Lake Phase 2	84 Woodcrest Road Georgetown, TX 78633	Brian Dyer	N/A	SLL, LLC (Bob Wunsch: 512-547-7690)	Charles Wirtanen, P.E. (Charles Wirtanen: 512-947-7651)	\$207,767.00
18-007	Santa Rita Ranch Phase 1 Section 11	Tierra Rosa Blvd, Georgetown, Texas 78628	Chris Grassity	N/A	Middlebrook, Ltd.	Randall Jones Engineering (Keith Collins: 512-826-4793)	\$2,602,539.90
18-006	Transwestern Data Ranch Water Quantity Pond	1044 Liberty Park Drive Austin, TX 78746	Ryan Houdek	N/A	Data Foundry, Inc (Jim Courts: 512-684-9654)	Kimley-Horn (Joel Wixon: 512-418-4525)	\$352,684.00
18-005	Lakeway Highlands Lift Station No 1	751 Highlands Blvd Lakeway, Texas 78738	Eric Houdek	N/A	Rough Hollow Development, Ltd (Joe DiQuinzio: 512-478-0017)	Carlson, Brigrance & Doering, Inc (Doug Rummel: 512-280-5160)	\$991,180.00
18-004	John Henry Faulk Phase 1, 2, & 3	Heatherwild Blvd & Wells Branch Pkwy Pflugerville, TX	Jared Davis	N/A	Village @ Northtown, Ltd	Cunningham-Allen, Inc	\$4,361,857.98
18-003	Sweetwater Ranch Section One, Sweetwater Centre, Phase 1	Pedernales Summit Parkway and HWY 71 Austin, Texas 78738	Brian Dyer	N/A	Lazy Nine Municipal Utility District No. 1B	BGE, Inc (Colby Harris: 512-879-0400)	\$2,553,719.50
18-002	Valley Vista East - Phase One & Two	18175 Ronald Reagan BLVD Georgetown, TX 78628	Ryan Houdek	N/A	Tesch Development and Management Co., LLC (Robert E. Tesch: 512-970-0530)	Jones Carter (David Wayne Peek: 512-441-9493)	\$19,291,761.55
18-001	Travisso Ph.3, Sec's 1, 3 & Nameless Valley Dam	Travisso Phase 3 Sections 1, 3, and Nameless Valley Ranch Dam #1	Heath Taylor	Eric Motts	Taylor Morrison of Texas, Inc. (Brad Garner: 737-781-8418)	Pape-Dawson Engineers (Michael S. Fisher: 512-454-8711)	\$12,409,063.10
17-033	TCMUD #22 Offsite Waterline	16304 Hamilton Pool Road, Austin, Texas 78738	Eric Houdek	N/A	Masonwood HP, Ltd (Eric Houdek: 512-994-7010)	LJA Engineering, Inc. (Daniel Ryan: 512-439-4700)	\$680,173.60
17-032	Bryson 3-1 & 4-2	Bryson Ridge Trail & Pleasant Hill Rd	Jared Davis	N/A	Crescent Leander TX, LLC (Aaron Googins: 512-809-5118)	CSF Civil Group, LLC (Christine Potts: 512-614-4466)	\$4,081,205.35
17-031	Travisso Phase 3 Sections 1, 3, and 4	Travisso Phase 3, Sections 1, 3, and 4	Chris Grassity	N/A	Taylor Morrison of Texas, Inc. (Michael Moyer: -737-346-9796)	Pape-Dawson Engineers (Michael S. Fisher: 512-454-8711)	\$882,629.70
17-030	Great Hills Country Club	5914 Lost Horizon Drive Austin, TX 78759	Zac Vaughn	N/A	Great Hills Golf Club of Austin, Inc.	Garret-Ihnen Civil Engineers (Steven L. Ihnen: 512-454-2400)	\$343,100.00
17-028	MorningStar Phase 2 Sections 1A, 2, and 3	HWY 29 and Ronald Reagan Georgetown, Texas 78626	Chris Grassity	N/A	MREC MAG Morningstar, LLC (972-715-6400)	LandDev Consulting, LLC (Bill Gabler: 512-831-7700)	\$3,989,086.95
17-027	Santa Rita South 5A	End of Santa Rita Blvd.	Chris Grassity	N/A	Middlebrook, Ltd	Randall Jones Engineering (Keith Collins: 512-826-4793)	\$2,959,065.90
17-025	Hutto CO-OP	420 US 79 Hutto, Texas 78634	Chris Grassity	N/A	MA Partners, LLC (Bob Wunsch: 512-533-2326)	LandDev Consulting, LLC (Bill Gabler: 512-872-6696)	\$4,280,092.14
17-024	Fort Sam Houston	2500 Funston Road San Antonio, TX 78234	Zac Vaughn	N/A	AAFES	GARZA emc (John D. Pelham: 512-298-3284)	\$1,375,000.00
17-023	Lakeway Highlands 2-5, 2-6, 3-3, and Bee Creek Road Extension & 3-1 Streets	N/A	Eric Houdek	N/A	Rough Hollow Development, Ltd (Joe DiQuinzio: 512-478-0017)	Carlson, Brigrance & Doering, Inc (Doug Rummel: 512-280-5160)	\$7,548,107.29
17-022	2010 SOLA	2010 South Lamar Austin, Texas 78704	Scott Hanyzewski	N/A	JE Dunn Construction (Grant Baggs: 512-687-6189)	Big Red Dog (Jerret J. Daw: 512-669-5560)	\$207,197.00

17-021	Hill Country Plaza	4035 Norh Loop 1604 W San Antonio, TX 78257	Brian Dyer	N/A	Duke Inc., General Contractors (Mike Richardson: 713-545-3727)	Pape-Dawson Engineers (Matt Johnson: 512-454-8711)	\$1,049,700.00
17-019	Belterra 20-1, 20-2, & 21-2	Sawyer Ranch Rd & Belterra Dr Austin, TX 78737	Jared Davis	N/A	LH Belterra, LLC (Aaron Googins: 512-809-5118)	Texax Engineering Solutions (Stephen Delgado: 512-904-0505)	\$5,462,590.05
17-018	UPS Round Rock	33 Roundville Lane Round Rock, Texas 78664	Steven Morris	N/A	United Parcel Service, Inc	Kimley-Horn (Joel Wixson: 512-418-4525)	\$2,190,300.00
17-016	Provence Phase One, Section One	16304 Hamilton Pool Road, Austin, Texas 78738	Eric Houdek	N/A	Masonwood HP, Ltd (Jim Meredith: 512-658-9700)	LJA Engineering, Inc. (Daniel Ryan: 512-439-4700)	\$5,965,722.30
17-015	Santa Rita Townhomes	1300 McKie Drive Austin, TX, 78752	Brian Dyer	N/A	MS 2011 General Contractors, LLC	ATS Engineers, Inspectors, & Surveyors (Andrew Evans: 512-328-6995)	\$1,823,406.50
17-014	Sunridge Subdivision	3014 Sun Ridge Austin, Texas 78741	Eric Houdek	N/A	3014 SUNRIDGE, LLC (Matt Ates: 512-761-9988)	Consort, Inc (Mark Burson: 512-469-0500)	\$1,000,279.75
17-013	Bella Colinas Section One	15701 De Fortuna Drive Bee Cave, Texas 78738	Eric Houdek	N/A	Meritage (Rob Archer: 678-362-0532)	Randal Jones & Associates Engineering, Inc (Andrew Chanis: 512-836-4793)	\$471,116.00
17-011	Cottages @ Belterra	271 Trinity Hills Dr Austin, TX 78737	Jared Davis	N/A	M/I Homes of Austin, LLC (Aaron Googins: 512-809-5118)	Texax Engineering Solutions (Stephen Delgado: 512-904-0505)	\$1,722,253.70
17-010	Vista Pointe Phase 1	Westinghouse Road Georgetown, TX	Jared Davis	N/A	Meritage Homes of Texas (Rob Archer: 512-615-6432)	Kimley-Horn	\$4,819,917.20
17-009	Morningstar Phase 2, section 1	HWY 29 and Ronald Reagan Georgetown, Texas	Eric Houdek	N/A	MREC MAG Morningstar, LLC (972-715-6400)	LandDev Consulting, LLC (Darren Weber: 512-831-7700)	\$2,586,898.85
17-008	Springfield Sections 9	6910 E William Cannon Dr. Austin, Tx 78744	Eric Houdek	N/A	Continental Homes of Texas, LP (Ryan Gray: 512-796-0667)	Pape-Dawson Engineers (Dustin Goss: 512-454-8711)	\$1,896,361.30
17-007	The Sarah	16760 West Ronald Reagan Blvd Leander, TX 78641	Brian Dyer	N/A	C.E.S.M. Real Estate (Taylor Stone: 214-507-7646)	LandDev Consulting, LLC (Kevin Sawtelle: 512-872-6696)	\$960,999.00
17-006	Santal Apartments Phase II	7412 W. William Cannon Drive Austin, TX 78735	Brian Dyer	N/A	Stratus Properties Inc (Dave Ruchlman: 512-478-5788)	LJA Engineering, Inc. (Danny Miller: 512-439-4700)	\$48,375.00
17-004	900 S. 1st Street	900 S. 1st Street Austin, TX 78704	Brian Dyer	N/A	PSW Homes, LLC (Paul Masters: 512-924-5844)	PSW Homes, LLC (Jarred Corbell: 512-326-3905)	\$470,000.00
17-003	Cedar Park Senior Living	3405 El Salido Pkwy, Cedar Park, TX 78613	Chris Grassity	N/A	Spectrum Retirement Communities, LLC (Mike Longfellow: 303-360-8812)	Big Red Dog (Bailey Harrington: 512-669-5560)	\$997,100.00
17-002	Belterra Village Phase 1	12372 E. Hwy 290 Austin, TX 78737	Jared Davis	N/A	Crescent Belterra TX, LLC 504 Lavaca Street, Suite 116 (Daniel Campbell: 512-682-5566)	Big Red Dog (Bradley J. Lingvai: 512-699-5560)	\$4,331,166.60
17-001	City of Buda - Municipal Library & City Hall / Public Safety Building	405 East Loop Street Buda, Texas 78610	Graham Jones	N/A	City of Buda (Kenneth Williams: 512-312-0084)	Doucet & Associates (512-583-2600)	\$628,500.00

C-2

HEAVY EQUIPMENT	YEAR	MAKE	MODEL	REGUL/VIN	LOCATION	PREMAN	DATE	M	F	W	TL	PK	EAT	CURRENT VEHICLES	500	1000	2000	SERVICE DATE	LAST SERVICE
BACHOFER	2004	Cat	416C	05E4U5005	Meyers Ranch	Burt	2/6/2022			34.0				8.115	40	646	1346	07/16/21	04/61
LB-5	2004	Cat	416C	04S700692	Summery	Trishland	2/6/2022			1.0				8.396	369	829	1809	10/05/21	06/09
LB-6C	2011	Cat	416F	04S700692	Whisper Valley	Joe B	2/6/2022			1.0				8.412	110	619	1619	10/05/21	06/09
LB-13	2014	Cat	416F	04S700182	Meyers Ranch	Joe B	2/6/2022	7.0		15.0				7.212	34	516	1516	06/23/21	01/83
LB-13	2014	Cat	416F	04S700169	Meyers Ranch	Ned	2/6/2022	25.0		15.0				7.401	309	809	12/15/21	7/12	
LB-14	2014	Cat	416F	04S700198	Big Stem	Cash	2/6/2022			15.0				8.130	383	583	1883	11/04/21	03/05
LB-16	2015	Cat	416F	04S700233	Meyers Ranch	Lain	2/6/2022	15.0		16.0				7.765	82	323	1282	08/04/21	13/47
LB-16	2015	Cat	416F	04S700277	Meyers Ranch	Bleche	2/6/2022			15.0				6.408	140	640	1640	10/20/21	06/25
LB-17	2016	Cat	416F	04S700287	Summery	Albena	2/6/2022	11.0						6.295	381	881	1381	11/02/21	03/11
LB-18	2015	Cat	416F	04S700288	Vermont	Joe B	2/6/2022	8.0		16.0				6.295	351	851	1351	10/19/21	03/11
LB-19	2015	Cat	416F	04S700288	Meyers Ranch	Joe B	2/6/2022	9.0		28.0				4.130	374	874	1374	01/06/22	45/3
LB-21 (04-11)	2019	Cat	416F	04S700187	Whisper Valley	Deanda	2/6/2022	8.0		21.0				4.717	246	946	1346	10/16/21	45/3
LB-22 (04-11)	2019	Cat	416F	04S700180	Whisper Valley	Joe B	2/6/2022	8.0		21.0				4.717	246	946	1346	10/16/21	45/3
LB-23 (04-11)	2019	Cat	416F	04S700180	Whisper Valley	Joe B	2/6/2022	8.0		21.0				4.717	246	946	1346	10/16/21	45/3
LB-24 (04-11)	2019	Cat	416F	04S700180	Whisper Valley	Joe B	2/6/2022	8.0		21.0				4.717	246	946	1346	10/16/21	45/3
WHARF, LOADER	2002																		
WH-41	2002	Volvo	L90D	70113	Cherokee	Bobby	2/7/2022	14.0		20.0				19.344	44	459	1459	06/04/19	19/63
WH-42 (11-21)	2016	Volvo	L90H	624333	Meyers Ranch	Chel	2/6/2022	18.0		11.0				7.715	89	589	1389	11/02/21	72/46
WH-43	2018	Volvo	L90H	624342	Teal	Ned	2/6/2022	36.0		13.0				7.419	437	347	1347	10/06/21	72/46
WH-44	2019	Volvo	L90H	624352	Swick	Joe	2/6/2022	38.0		7.0				5.735	4	499	10/06/21	52/4	
WH-45 (11-21)	2019	Volvo	L90H	624353	Berry Creek	Avrilann	2/6/2022	15.0		17.0				5.741	409	394	1394	10/06/21	51/55
WH-46	2019	Volvo	L90H	624355	Berry Creek	Joe	2/6/2022	16.0		16.0				4.869	449	644	1644	10/12/21	45/3
WH-47 (11-21)	2019	Volvo	L90H	624356	Headwaters	Hughes	2/6/2022	21.0		15.0				6.003	246	746	1746	12/19/21	51/88
WH-48 (11-21)	2019	Volvo	L90H	624357	Meyers Ranch	Vidal	2/6/2022	5.0		28.0				6.417	143	643	1643	12/19/21	51/88
WH-49	2019	Volvo	L90H	624358	Vermont	Brendo	2/6/2022	2.0		7.0				5.715	389	689	1389	09/23/21	22/46
WH-50 (11-21)	2019	Volvo	L90H	624359	Berry Creek	Joe B	2/6/2022	10.0		11.0				5.715	389	689	1389	09/23/21	22/46
WH-51 (11-21)	2019	Volvo	L90H	624359	Headwaters	Joe B	2/6/2022	10.0		11.0				5.715	389	689	1389	09/23/21	22/46
WH-52 (11-21)	2019	Volvo	L90H	624359	Headwaters	Joe B	2/6/2022	10.0		11.0				5.715	389	689	1389	09/23/21	22/46
WH-53 (11-21)	2019	Volvo	L90H	624359	Headwaters	Joe B	2/6/2022	10.0		11.0				5.715	389	689	1389	09/23/21	22/46
WH-54 (11-21)	2019	Volvo	L90H	624359	Headwaters	Joe B	2/6/2022	10.0		11.0				5.715	389	689	1389	09/23/21	22/46
WH-55 (11-21)	2019	Volvo	L90H	624359	Headwaters	Joe B	2/6/2022	10.0		11.0				5.715	389	689	1389	09/23/21	22/46
WH-56 (11-21)	2019	Volvo	L90H	624359	Headwaters	Joe B	2/6/2022	10.0		11.0				5.715	389	689	1389	09/23/21	22/46
WH-57 (11-21)	2019	Volvo	L90H	624359	Headwaters	Joe B	2/6/2022	10.0		11.0				5.715	389	689	1389	09/23/21	22/46
WH-58 (11-21)	2019	Volvo	L90H	624359	Headwaters	Joe B	2/6/2022	10.0		11.0				5.715	389	689	1389	09/23/21	22/46
WH-59 (11-21)	2019	Volvo	L90H	624359	Headwaters	Joe B	2/6/2022	10.0		11.0				5.715	389	689	1389	09/23/21	22/46
WH-60 (11-21)	2019	Volvo	L90H	624359	Headwaters	Joe B	2/6/2022	10.0		11.0				5.715	389	689	1389	09/23/21	22/46
WH-61 (11-21)	2019	Volvo	L90H	624359	Headwaters	Joe B	2/6/2022	10.0		11.0				5.715	389	689	1389	09/23/21	22/46
WH-62 (11-21)	2019	Volvo	L90H	624359	Headwaters	Joe B	2/6/2022	10.0		11.0				5.715	389	689	1389	09/23/21	22/46
WH-63 (11-21)	2019	Volvo	L90H	624359	Headwaters	Joe B	2/6/2022	10.0		11.0				5.715	389	689	1389	09/23/21	22/46
WH-64 (11-21)	2019	Volvo	L90H	624359	Headwaters	Joe B	2/6/2022	10.0		11.0				5.715	389	689	1389	09/23/21	22/46
WH-65 (11-21)	2019	Volvo	L90H	624359	Headwaters	Joe B	2/6/2022	10.0		11.0				5.715	389	689	1389	09/23/21	22/46
WH-66 (11-21)	2019	Volvo	L90H	624359	Headwaters	Joe B	2/6/2022	10.0		11.0				5.715	389	689	1389	09/23/21	22/46
WH-67 (11-21)	2019	Volvo	L90H	624359	Headwaters	Joe B	2/6/2022	10.0		11.0				5.715	389	689	1389	09/23/21	22/46
WH-68 (11-21)	2019	Volvo	L90H	624359	Headwaters	Joe B	2/6/2022	10.0		11.0				5.715	389	689	1389	09/23/21	22/46
WH-69 (11-21)	2019	Volvo	L90H	624359	Headwaters	Joe B	2/6/2022	10.0		11.0				5.715	389	689	1389	09/23/21	22/46
WH-70 (11-21)	2019	Volvo	L90H	624359	Headwaters	Joe B	2/6/2022	10.0		11.0				5.715	389	689	1389	09/23/21	22/46
WH-71 (11-21)	2019	Volvo	L90H	624359	Headwaters	Joe B	2/6/2022	10.0		11.0				5.715	389	689	1389	09/23/21	22/46
WH-72 (11-21)	2019	Volvo	L90H	624359	Headwaters	Joe B	2/6/2022	10.0		11.0				5.715	389	689	1389	09/23/21	22/46
WH-73 (11-21)	2019	Volvo	L90H	624359	Headwaters	Joe B	2/6/2022	10.0		11.0				5.715	389	689	1389	09/23/21	22/46
WH-74 (11-21)	2019	Volvo	L90H	624359	Headwaters	Joe B	2/6/2022	10.0		11.0				5.715	389	689	1389	09/23/21	22/46
WH-75 (11-21)	2019	Volvo	L90H	624359	Headwaters	Joe B	2/6/2022	10.0		11.0				5.715	389	689	1389	09/23/21	22/46
WH-76 (11-21)	2019	Volvo	L90H	624359	Headwaters	Joe B	2/6/2022	10.0		11.0				5.715	389	689	1389	09/23/21	22/46
WH-77 (11-21)	2019	Volvo	L90H	624359	Headwaters	Joe B	2/6/2022	10.0		11.0				5.715	389	689	1389	09/23/21	22/46
WH-78 (11-21)	2019	Volvo	L90H	624359	Headwaters	Joe B	2/6/2022	10.0		11.0				5.715	389	689	1389	09/23/21	22/46
WH-79 (11-21)	2019	Volvo	L90H	624359	Headwaters	Joe B	2/6/2022	10.0		11.0				5.715	389	689	1389	09/23/21	22/46
WH-80 (11-21)	2019	Volvo	L90H	624359	Headwaters	Joe B	2/6/2022	10.0		11.0				5.715	389	689	1389	09/23/21	22/46
WH-81 (11-21)	2019	Volvo	L90H	624359	Headwaters	Joe B	2/6/2022	10.0		11.0				5.715	389	689	1389	09/23/21	22/46
WH-82 (11-21)	2019	Volvo	L90H	624359	Headwaters	Joe B	2/6/2022	10.0		11.0				5.715	389	689	1389	09/23/21	22/46
WH-83 (11-21)	2019	Volvo	L90H	624359	Headwaters	Joe B	2/6/2022	10.0		11.0				5.715	389	689	1389	09/23/21	22/46
WH-84 (11-21)	2019	Volvo	L90H	624359	Headwaters	Joe B	2/6/2022	10.0		11.0				5.715	389	689	1389	09/23/21	22/46
WH-85 (11-21)	2019	Volvo	L90H	624359	Headwaters	Joe B	2/6/2022	10.0		11.0				5.715	389	689	1389	09/23/21	22/46
WH-86 (11-21)	2019	Volvo	L90H	624359	Headwaters	Joe B	2/6/2022	10.0		11.0				5.715	389	689	1389	09/23/21	22/46
WH-87 (11-21)	2019	Volvo	L90H	624359	Headwaters	Joe B	2/6/2022	10.0		11.0				5.715	389	689	1389	09/23/21	22/46
WH-88 (11-21)	2019	Volvo	L90H	624359	Headwaters	Joe B	2/6/2022	10.0		11.0				5.715	389	689	1389	09/23/21	22/46
WH-89 (11-21)	2019	Volvo	L90H	624359	Headwaters	Joe B	2/6/2022	10.0		11.0				5.715	389	689	1389	09/23/21	22/46
WH-90 (11-21)	2019	Volvo	L90H	624359	Headwaters	Joe B	2/6/2022	10.0		11.0				5.715	389	689	1389	09/23/21	22/46
WH-91 (11-21)	2019	Volvo	L90H	624359	Headwaters	Joe B	2/6/2022	10.0		11.0				5.715	389	689	1389	09/23/21	22/46
WH-92 (11-21)	2019	Volvo	L90H	624359	Headwaters	Joe B	2/6/2022	10.0		11.0				5.715	389	689	1389	09/23/21	22/46
WH-93 (11-21)	2019	Volvo	L90H	624359	Headwaters	Joe B	2/6/2022	10.0		11.0				5.715	389	689	1389	09/23/21	22/46
WH-94 (11-21)	2019	Volvo	L90H	624359	Headwaters	Joe B	2/6/2022	10.0		11.0				5.715	389	689	1389	09/23/21	22/46
WH-95 (11-21)	2019	Volvo	L90H	624359	Headwaters	Joe B	2/6/2022	10.0		11.0				5.					

HEAVY EQUIPMENT	YEAR	MAKE	MODEL	SERIAL/VIN	LOCATION	FIREMAN	DATE	M	T	W	TH	FR	SAT	CURRENT HOURS/ MILES	500	1000	2000	LAST SERVICE DATE	LAST SERVICE
WL-43	2014	Volvo	L130H	4551	Headquarters	Shoberg	2/9/2012	4.0	4.9	3.0				13,461	352	792	1792	1/1/1/1	1443
WL-43 (LB-43)	2017	Volvo	L290H	025999	Truckee Hills	Joan M	2/9/2012	6.0		13.0				8,175	246	746	1746	12/1/21	3121
WL-44	2017	Volvo	L590H	024115	Truckee 2-1	Alvareso	2/9/2012	13.0	11.0					7,344	491	1491	12/01/21	7100	
WL-45 (LB-45)	2012	Volvo	L70H	024556		Richard	2/2/2012							4	486	986	01/1/12	0	
WL-46 (LB-46)	2012	Volvo	L70H	024661		Richard	2/2/2012							10	486	990	01/1/12	0	
WL-47	2015	CM	590CC	00950CM51VH022		Richard	2/9/2012							6,490	500	1009	2000	02/02/22	6590

2/11/2022

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EQUIPMENT		YEAR	MAKE	MODEL	REGISTRATION	LOCATION	FOREMAN	DATE	M	T	W	TH	FR	SAT	CURRENT MILES / MILES	900	1000	2000	LAST SERVICE DATE	LAST SERVICE
TRACK HOE		2013	Cat	311D	85220119	Deerfoot	Abraham	2/9/2022	3.0	7.0	4.0				7,246	408	968	1508	12/24/21	7173
TH-4	PTH	2013	Volvo	EC460ML	311642	Verona, NJ	Joe	2/9/2022			3.0				9,711	84	584	1384	12/12/21	8809
TH-4	PTH	2010	Volvo	EC460	311587	Troyes 5-1	Alfonso	2/8/2022	7.0	9.0					2,715	292	792	1792	09/09/22	2727
TH-4	PTH	2020	Volvo	EC460	311435	Whisper Valley	Tito	2/8/2022							1,881	396	896	1996	01/09/22	976
TH-4	PTH	2017	Volvo	EC460	310998	Whisper Valley	Romulo	2/6/2022	1.0	9.0					5,101	416	916	1916	09/08/21	4517
TH-4	PTH	2019	Volvo	EC460E	311277	Whisper Valley	Benito	2/6/2022	8.0	9.0					5,925	336	836	1836	01/05/22	4761
TH-4	PTH	2019	Volvo	EC460E	311724	Whisper Valley	Belmont	2/6/2022	11.0	9.0					4,540	322	822	1822	12/15/21	4570
TH-4	PTH	2019	Volvo	EC460E	311714	Whisper Valley	Belmont	2/6/2022	11.0	1.0					7.9	277	777	1277	12/27/21	4697
TH-4	PTH	2019	Volvo	EC460E	311845	Troyes 4-4	Samuel	2/6/2022	14.0	1.0					5,564	352	852	1852	01/10/22	4647
TH-4	PTH	2019	Volvo	EC460E	311935	Asheem	Steven	2/6/2022	7.0	12.0	14.0				5,112	37	37	137	08/12/21	3244
TH-4	PTH	2018	Volvo	EC460E	311371	Troyes	Nico	2/6/2022	5.0						4,100	482	982	1982	08/17/21	4082
TH-4	PTH	2018	Volvo	EC460E	311795	Meyers Ranch	Billy	2/6/2022	13.0		13.0				5,400	94	594	1694	10/25/21	5074
TH-4	PTH	2018	Volvo	EC460E	311748	Asheem	James	2/6/2022	13.0	11.0					5,418	94	594	1694	10/25/21	5074
TH-4	PTH	2018	Volvo	EC460E	311859	Troyes 4-4	Jersey	2/6/2022	14.0						4,466	295	795	1795	10/04/22	4462
TH-4	PTH	2019	Volvo	EC460	311885	Troyes 4-4	Samuel	2/6/2022	14.0						1,577	143	643	1643	07/02/21	1228
TH-4	PTH	2019	Volvo	EC460	311850	Meyers Ranch	Nathan	2/6/2022	17.0		10.0				1,568	390	890	1890	01/04/21	3553
TH-4	PTH	2019	Volvo	EC460E	311055	Indian Hills	Robby	2/6/2022	4.0						4,346	414	914	1914	01/24/22	5280
TH-4	PTH	2019	Volvo	EC460E	311065	Asheem	Steven	2/6/2022	13.0	9.0	3.0				6,533	51	51	151	09/03/21	3634
TH-4	PTH	2019	Volvo	EC460E	311416	Asheem	Benny	2/6/2022	13.0	14.0	13.0				1,296	218	718	1718	01/24/22	5280
TH-4	PTH	2019	Volvo	EC460	311411	Bill Fortuna	Astute	2/6/2022	8.0	8.0	8.0				2,351	261	761	1761	01/04/22	3644
TH-4	PTH	2019	Volvo	EC460	311416	Whisper Valley	Whisper Valley	2/6/2022	14.0	11.0	11.0				1,444	214	714	1714	12/07/21	1590
TH-4	PTH	2019	Volvo	EC460	311411	Whisper Valley	Nico	2/6/2022	13.0						1,344	289	789	1789	12/15/21	2313
TH-4	PTH	2019	Volvo	EC460	311411	Whisper Valley	Belmont	2/6/2022	13.0						1,438	289	789	1789	12/15/21	23

HEAVY EQUIPMENT	YEAR	MAKE	MODEL	SERIAL/VIN	LOCATION	POURMAN	DATE	M	T	W	TH	FR	SAT	CURRENT HOURS / MILES	500	1000	2000	LAST SERVICE DATE	LAST SERVICE
TH-45	2013	Case	330EL	QWZ20859		Midland Ranch	1/13/2012	18.0	9.0	11.0				9,413	501	1093	2401	12/10/11	9954
TH-20	2019	Volvo	EC220E	310903	Tobu	Ranch	2/6/2012							2,099	259	629	1459	01/04/12	2458
TH-21	2017	Volvo	EC220E	310039	Berry Creek	Abraham	10/2/12	13.0						1,100		501	1541	08/23/12	1601
TH-22	2012	Volvo	EC280E	316974	Brown's Canada	Midland	2/7/2012											03/07/12	
TH-23	2012	Volvo	EC280E	316975	Brown's Canada	Midland	2/7/2012												
TH-24	2017	Case	330EL	QWZ20859	Midland Ranch	Midland Ranch	1/13/2012							8,005	315	625	1035	12/17/11	7830

2/15/2012

Mark Gilman

HEAVY EQUIPMENT	YEAR	MAINT	MODEL	SERIAL/VIN	LOCATION	PERSONNEL	DATE	M	T	V	TH	FR	EAT	CURRENT HOURS / MILES	600	1800	2800	LAST SERVICE DATE	LAST SERVICE
MINI EX	2013	BREACH	Z550LJ	HC04V760B077118	Berry Creek	Brady	2/6/2022							7,412	108	408	1888	06/24/23	7320
	2013	BREACH	Z550LJ-4N	HC04V760A10071148		Richard	1/29/2022							5,217	241	329	241	4/17/2023**	4978
	2018	CR	JBESCR	CA73605353509449		Richard	1/14/2023							1,491	498	990	1590	1/28/24	1681
	2018	CR	JBESCR	VC380C5F08218888	Spanish Oaks	Richard	2/29/2023							338	162	662	1565	08/13/21	0
	2019	Valve	EC350	14151	Trenton 5-1	Joe C	1/17/2022							479	231	621	1531	08/03/21	0
MOTOR GRADER	2014	John Deere	772G	IDW772G7LDP664417	Bella Verona	Paco	2/9/2023	6.9		14.0				18,319	439	1379	101/2/21	9746	
	2014	John Deere	773G	IDW773G7E7P662433	Myers Ranch	William	2/27/2022			21.0				9,000	439	439	1432	10/07/21	9313
	2014	CR	140G3	NDP080186	Cole Estate	William	2/28/2022	16.0		2.0				9,199	373	873	1872	01/10/23	9871
	2008	CR	140M	MCK09001744	Reynolds	Justin	2/27/2023			11.0				16,514	392	802	1002	02/42/23*	16346
	2008	CR	140M	MCK09001744	Myers Ranch	Felipe	2/27/2023			22.0				11,798	497	997	1937	1/14/21	16232
MC-05	2009	CR	140M	M3180001529	Myers Ranch	Joe M	2/27/2023			22.0				9,065	319	1719	131/1/23	14289	
MC-06	2015	CR	140M3	08N0002145	Verwood	Vital	2/27/2023	9.0		11.0				19,406	190	690	10/04/21	8745	
MC-07	2007	CR	140M VBP	35000195		Richard	28/7/2023							19,406	451	981	1951	06/23/21	13417
MC-08	2007																		
TRUNCH ROLLER	2007	Wacker	RT450	716801035		Richard	1/13/2022							1,301	580	1080	01/07/20	1281	
CR-01	2013	Bomag	BMP4500	18072011 2194		Richard	1/13/2021							743	590	2800	11/01/19	743	
COMPACTION	2015	Bomag	BW211D-60	101562401025	Cole Estate	William	3/7/2023	4.0						4,202	223	721	1721	07/21/21	4003
	2015	Bomag	BW211D-60	101565401344	Whisper Valley	Joe M	2/27/2023			21.0				4,995	248	748	1748	4/29/2023**	4653
	2016	Bomag	BW211D-60	101585401330	Audrey's Machinery	Richard	2/27/2023			7.0				5,511	302	802	1800	01/02/21**	5913
	2017	Valve	PT32-40	VC0207240B0453012		Richard	1/16/2023							2,514	310	803	1893	04/7/23	2417
	2002	Layman Road	6010000	1479165	Whisper Valley	Richard	3/27/2023			21.7				1,816	59	1859	1859	03/04/15	605
CR-04	2002	Layman Road	6010000	1479165	Whisper Valley	Joe M	1/29/2023			19.5				4,142	120	629	1629	6/17/2022*	3711
CR-15	2013	Valve	SD110F	126700	Myers Ranch	Myers	2/27/2023							195	345	845	1845	04/28/20	40
CR-17	2008	Wacker	ED110F	CG3181605558	Myers Ranch	Joe M	12/1/2021							2,387	258	758	1758	12/08/21	2745
CR-18	2013	CR	CR880	13303156	Myers Ranch	Joe M	2/27/2023	20.0		13.0				2,972	387	1787	1787	09/16/21	4116
CR-19	2012	Valve	PT340R	3250911	Whisper Valley	Joe M	2/27/2023							2,972	387	1787	1787	09/16/21	4116
CR-20	2015	Valve	ED110F	13303156	Whisper Valley	Joe M	2/27/2023							2,972	387	1787	1787	09/16/21	4116
CR-21	2016	Valve	ED110F	13303156	Whisper Valley	Joe M	2/27/2023							2,972	387	1787	1787	09/16/21	4116
CR-22	2016	Valve	ED110F	13303156	Whisper Valley	Joe M	2/27/2023							2,972	387	1787	1787	09/16/21	4116
CR-23	2016	Valve	ED110F	13303156	Whisper Valley	Joe M	2/27/2023							2,972	387	1787	1787	09/16/21	4116
CR-24	2016	Valve	ED110F	13303156	Whisper Valley	Joe M	2/27/2023							2,972	387	1787	1787	09/16/21	4116
CR-25	2016	Valve	ED110F	13303156	Whisper Valley	Joe M	2/27/2023							2,972	387	1787	1787	09/16/21	4116
CR-26	2016	Valve	ED110F	13303156	Whisper Valley	Joe M	2/27/2023							2,972	387	1787	1787	09/16/21	4116
CR-27	2016	Valve	ED110F	13303156	Whisper Valley	Joe M	2/27/2023							2,972	387	1787	1787	09/16/21	4116
CR-28	2016	Valve	ED110F	13303156	Whisper Valley	Joe M	2/27/2023							2,972	387	1787	1787	09/16/21	4116
CR-29	2016	Valve	ED110F	13303156	Whisper Valley	Joe M	2/27/2023							2,972	387	1787	1787	09/16/21	4116
CR-30	2016	Valve	ED110F	13303156	Whisper Valley	Joe M	2/27/2023							2,972	387	1787	1787	09/16/21	4116
CR-31	2016	Valve	ED110F	13303156	Whisper Valley	Joe M	2/27/2023							2,972	387	1787	1787	09/16/21	4116
CR-32	2016	Valve	ED110F	13303156	Whisper Valley	Joe M	2/27/2023							2,972	387	1787	1787	09/16/21	4116
CR-33	2016	Valve	ED110F	13303156	Whisper Valley	Joe M	2/27/2023							2,972	387	1787	1787	09/16/21	4116
CR-34	2016	Valve	ED110F	13303156	Whisper Valley	Joe M	2/27/2023							2,972	387	1787	1787	09/16/21	4116
CR-35	2016	Valve	ED110F	13303156	Whisper Valley	Joe M	2/27/2023							2,972	387	1787	1787	09/16/21	4116
CR-36	2016	Valve	ED110F	13303156	Whisper Valley	Joe M	2/27/2023							2,972	387	1787	1787	09/16/21	4116
CR-37	2016	Valve	ED110F	13303156	Whisper Valley	Joe M	2/27/2023							2,972	387	1787	1787	09/16/21	4116
CR-38	2016	Valve	ED110F	13303156	Whisper Valley	Joe M	2/27/2023							2,972	387	1787	1787	09/16/21	4116
CR-39	2016	Valve	ED110F	13303156	Whisper Valley	Joe M	2/27/2023							2,972	387	1787	1787	09/16/21	4116
CR-40	2016	Valve	ED110F	13303156	Whisper Valley	Joe M	2/27/2023							2,972	387	1787	1787	09/16/21	4116
CR-41	2016	Valve	ED110F	13303156	Whisper Valley	Joe M	2/27/2023							2,972	387	1787	1787	09/16/21	4116
CR-42	2016	Valve	ED110F	13303156	Whisper Valley	Joe M	2/27/2023							2,972	387	1787	1787	09/16/21	4116
CR-43	2016	Valve	ED110F	13303156	Whisper Valley	Joe M	2/27/2023							2,972	387	1787	1787	09/16/21	4116
CR-44	2016	Valve	ED110F	13303156	Whisper Valley	Joe M	2/27/2023							2,972	387	1787	1787	09/16/21	4116
CR-45	2016	Valve	ED110F	13303156	Whisper Valley	Joe M	2/27/2023							2,972	387	1787	1787	09/16/21	4116
CR-46	2016	Valve	ED110F	13303156	Whisper Valley	Joe M	2/27/2023							2,972	387	1787	1787	09/16/21	4116
CR-47	2016	Valve	ED110F	13303156	Whisper Valley	Joe M	2/27/2023							2,972	387	1787	1787	09/16/21	4116
CR-48	2016	Valve	ED110F	13303156	Whisper Valley	Joe M	2/27/2023							2,972	387	1787	1787	09/16/21	4116
CR-49	2016	Valve	ED110F	13303156	Whisper Valley	Joe M	2/27/2023							2,972	387	1787	1787	09/16/21	4116
CR-50	2016	Valve	ED110F	13303156	Whisper Valley	Joe M	2/27/2023							2,972	387	1787	1787	09/16/21	4116
CR-51	2016	Valve	ED110F	13303156	Whisper Valley	Joe M	2/27/2023							2,972	387	1787	1787	09/16/21	4116
CR-52	2016	Valve	ED110F	13303156	Whisper Valley	Joe M	2/27/2023							2,972	387	1787	1787	09/16/21	4116
CR-53	2016	Valve	ED110F	13303156	Whisper Valley	Joe M	2/27/2023							2,972	387	1787	1787	09/16/21	4116
CR-54	2016	Valve	ED110F	13303156	Whisper Valley	Joe M	2/27/2023							2,972	387	1787	1787	09/16/21	4116
CR-55	2016	Valve	ED110F	13303156	Whisper Valley	Joe M	2/27/2023							2,972	387	1787	1787	09/16/21	4116
CR-56	2016	Valve	ED110F	13303156	Whisper Valley	Joe M	2/27/2023							2,972	387	1787	1787	09/16/21	4116
CR-57	2016	Valve	ED110F	13303156	Whisper Valley	Joe M	2/27/2023							2,972	387	1787	1787	09/16/21	4116
CR-58	2016	Valve	ED110F	13303156	Whisper Valley	Joe M	2/27/2023							2,972	387	1787	1787	09/16/21	4116
CR-59	2016	Valve	ED110F	13303156	Whisper Valley	Joe M	2/27/2023							2,972	387	1787	1787	09/16/21	4116
CR-60	2016	Valve	ED110F	13303156	Whisper Valley	Joe M	2/27/2023							2,972	387	1787	1787	09/16/21	4116
CR-61	2016	Valve	ED110F	13303156	Whisper Valley	Joe M	2/27/2023							2,972	387	1787	1787	09/16/21	4116
CR-62	2016	Valve	ED110F	13303156	Whisper Valley	Joe M	2/27/2023							2,972	387	1787	1787	09/16/21	4116
CR-63	2016	Valve	ED110F	13303156	Whisper Valley	Joe M	2/27/2023							2,972	387	1787	1787	09/16/21	4116
CR-64	2016	Valve	ED110F	13303156	Whisper Valley	Joe M	2/27/2023							2,972	387	1787	1787	09/16/21	4116
CR-65	2016	Valve	ED110F	13303156	Whisper Valley	Joe M	2/27/2023							2,972	387	1787	1787	09/16/21	4116
CR-66	2016	Valve	ED110F	13303156	Whisper Valley	Joe M	2/27/2023							2,972	387	1787	1787	09/16/21	4116
CR-67	2016	Valve	ED110F	13303156	Whisper Valley	Joe M	2/27/2023							2,972	387	1787	1787	09/16/21	4116
CR-68	2016	Valve	ED110F	13303156	Whisper Valley	Joe M	2/27/2023							2,972	387	1787	1787	09/16/21	4116
CR-69	2016	Valve	ED110F	13303156	Whisper Valley	Joe M	2/27/2023							2,972	387	1787	1787	09/16/21</	

HEAVY EQUIPMENT	YEAR	MAKE	MODEL	SERIAL/VIN	LOCATION	PERSON	DATE	M	T	W	TH	FR	SAT	CURRENT HORSES / MILES	500	1000	2000	LAST SERVICE DATE	LAST SERVICE
PARRY TRACTOR	2004	New Holland	4003B	1W10039		Richard	12/17/2011							58	402	941	1902	08/26/15	0
Full Packer	2015	Komatsu	PC500LC-7	254	Traverse 5-1	Tim	2/8/2013	15.0	9.9					16.171	266	766	1766	12/17/13	5937
BD-41	2015	Cat	D6G2XL	WMA000845	Ashburn	Bruce	2/8/2013		40.0					6.300		411	1411	08/17/13	5491
TRUCK	2011	Volvo	A30F	1041	Vermondi	Ben	12/7/13	7.0						10.117	366	766	1766	11/17/11	5833
OT-42	2013	Volvo	A30F	1045	Bull 7 series	Tim	2/8/2013		10.0					8.547	407	597	1507	12/15/13	6174
OT-43	2013	Volvo	A30F	1045	Vermondi	Ben	2/8/2013	17.0						9.185	500	1000	2000	8/13/12	9185
OT-44	2013	Volvo	A30F	1045	Vermondi	Ben	2/8/2013	17.0						8.973	123	623	1623	6/24/11	6570
OT-45	2016	Volvo	A30G	140249	Myer Ranch	Ben	7/17/2013	7.0		6.0				6.312	465	545	1905	9/13/12	6537
OT-46	2016	Volvo	A30G	140249	Trish	Joe G	1/7/2013							7.937	271	871	1871	11/1/12	7858
MESSAGE BOARD	2017	WALCO	WTLN48	571241414100007	Cole Station	Joe G	12/17/13							540		1000	1000		
WATER PUMP	2017	Atlas Copco	PAS150	FT4000773	Berry Creek	Chris	1/26/2013							2.651	465	945	1905	7/19/11	2616
WATER PUMP	2017	Atlas Copco	PAS150	FT4000773	Berry Creek	Richard	1/15/2013							1.744	465	985	1985	6/21/10	1371
TOWABLE CRIB/TOT	2014	WALCO	WTLN48	571241414100007	Trish/Bruce	Richard	11/1/12							500		1000	2000		
BACKEN SCHEDULE	2010	MCL EXI	SC000	571241414100007	Trish/Bruce	Joe G	2/8/13	16	7					2199		761	1761	12/16/12	3160
TOWABLE	2017	Atlas Copco	PAS150	FT4000773	Berry Creek	Chris	1/26/2013							2.651	465	945	1905	7/19/11	2616
TOWABLE CRIB/TOT	2014	WALCO	WTLN48	571241414100007	Trish/Bruce	Richard	11/1/12							500		1000	2000		
TOWABLE	2013	NO POWER	DCATNUS10C	8823018	Trish/Bruce	Joe G	2/8/12							1197		1897	12/14/12	3035	
TOWABLE	1997	Solar	168 DPQ 1D	004113463	Trish/Bruce	Richard	1/13/2013							216	3.513			11/25/19	3385
TOWABLE	2007	Solar	168 DPQ 1D	2871400045	Trish/Bruce	Richard	1/13/2013							3.103	719			01/27/18	456
TOWABLE	2007	Solar	168 DPQ 1D	2871400045	Trish/Bruce	Richard	1/13/2013							3.103	719			01/27/18	456
TOWABLE	2005	Solar	168 DPQ 1D	004113463	Trish/Bruce	Richard	1/13/2013							3.103	719			01/27/18	456
TOWABLE	2016	Atlas Copco	XAS165K07	4500A1010000000000	Vermondi	Ben	2/7/2013							465	513			1/10/2011	0
TOWABLE	2016	Atlas Copco	XAS165K07	4500A1010000000000	Vermondi	Ben	2/7/2013							465	513			1/10/2011	0
TOWABLE	2016	Atlas Copco	XAS165K07	4500A1010000000000	Vermondi	Ben	2/7/2013							465	513			1/10/2011	0
TOWABLE	2016	Atlas Copco	XAS165K07	4500A1010000000000	Vermondi	Ben	2/7/2013							465	513			1/10/2011	0
TOWABLE	2016	Atlas Copco	XAS165K07	4500A1010000000000	Vermondi	Ben	2/7/2013							465	513			1/10/2011	0
TOWABLE	2016	Atlas Copco	XAS165K07	4500A1010000000000	Vermondi	Ben	2/7/2013							465	513			1/10/2011	0
TOWABLE	2016	Atlas Copco	XAS165K07	4500A1010000000000	Vermondi	Ben	2/7/2013							465	513			1/10/2011	0
TOWABLE	2016	Atlas Copco	XAS165K07	4500A1010000000000	Vermondi	Ben	2/7/2013							465	513			1/10/2011	0
TOWABLE	2016	Atlas Copco	XAS165K07	4500A1010000000000	Vermondi	Ben	2/7/2013							465	513			1/10/2011	0
TOWABLE	2016	Atlas Copco	XAS165K07	4500A1010000000000	Vermondi	Ben	2/7/2013							465	513			1/10/2011	0
TOWABLE	2016	Atlas Copco	XAS165K07	4500A1010000000000	Vermondi	Ben	2/7/2013							465	513			1/10/2011	0
TOWABLE	2016	Atlas Copco	XAS165K07	4500A1010000000000	Vermondi	Ben	2/7/2013							465	513			1/10/2011	0
TOWABLE	2016	Atlas Copco	XAS165K07	4500A1010000000000	Vermondi	Ben	2/7/2013							465	513			1/10/2011	0
TOWABLE	2016	Atlas Copco	XAS165K07	4500A1010000000000	Vermondi	Ben	2/7/2013							465	513			1/10/2011	0
TOWABLE	2016	Atlas Copco	XAS165K07	4500A1010000000000	Vermondi	Ben	2/7/2013							465	513			1/10/2011	0
TOWABLE	2016	Atlas Copco	XAS165K07	4500A1010000000000	Vermondi	Ben	2/7/2013							465	513			1/10/2011	0
TOWABLE	2016	Atlas Copco	XAS165K07	4500A1010000000000	Vermondi	Ben	2/7/2013							465	513			1/10/2011	0
TOWABLE	2016	Atlas Copco	XAS165K07	4500A1010000000000	Vermondi	Ben	2/7/2013							465	513			1/10/2011	0
TOWABLE	2016	Atlas Copco	XAS165K07	4500A1010000000000	Vermondi	Ben	2/7/2013							465	513			1/10/2011	0
TOWABLE	2016	Atlas Copco	XAS165K07	4500A1010000000000	Vermondi	Ben	2/7/2013							465	513			1/10/2011	0
TOWABLE	2016	Atlas Copco	XAS165K07	4500A1010000000000	Vermondi	Ben	2/7/2013							465	513			1/10/2011	0
TOWABLE	2016	Atlas Copco	XAS165K07	4500A1010000000000	Vermondi	Ben	2/7/2013							465	513			1/10/2011	0
TOWABLE	2016	Atlas Copco	XAS165K07	4500A1010000000000	Vermondi	Ben	2/7/2013							465	513			1/10/2011	0
TOWABLE	2016	Atlas Copco	XAS165K07	4500A1010000000000	Vermondi	Ben	2/7/2013							465	513			1/10/2011	0
TOWABLE	2016	Atlas Copco	XAS165K07	4500A1010000000000	Vermondi	Ben	2/7/2013							465	513			1/10/2011	0
TOWABLE	2016	Atlas Copco	XAS165K07	4500A1010000000000	Vermondi	Ben	2/7/2013							465	513			1/10/2011	0
TOWABLE	2016	Atlas Copco	XAS165K07	4500A1010000000000	Vermondi	Ben	2/7/2013							465	513			1/10/2011	0
TOWABLE	2016	Atlas Copco	XAS165K07	4500A1010000000000	Vermondi	Ben	2/7/2013							465	513			1/10/2011	0
TOWABLE	2016	Atlas Copco	XAS165K07	4500A1010000000000	Vermondi	Ben	2/7/2013							465	513			1/10/2011	0
TOWABLE	2016	Atlas Copco	XAS165K07	4500A1010000000000	Vermondi	Ben	2/7/2013							465	513			1/10/2011	0
TOWABLE	2016	Atlas Copco	XAS165K07	4500A1010000000000	Vermondi	Ben	2/7/2013							465	513			1/10/2011	0
TOWABLE	2016	Atlas Copco	XAS165K07	4500A1010000000000	Vermondi	Ben	2/7/2013							465	513			1/10/2011	0
TOWABLE	2016	Atlas Copco	XAS165K07	4500A1010000000000	Vermondi	Ben	2/7/2013							465	513			1/10/2011	0
TOWABLE	2016	Atlas Copco	XAS165K07	4500A1010000000000	Vermondi	Ben	2/7/2013							465	513			1/10/2011	0
TOWABLE	2016	Atlas Copco	XAS165K07	4500A1010000000000	Vermondi	Ben	2/7/2013							465	513			1/10/2011	0
TOWABLE	2016	Atlas Copco	XAS165K07	4500A1010000000000	Vermondi	Ben	2/7/2013							465	513			1/10/2011	0
TOWABLE	2016	Atlas Copco	XAS165K07	4500A1010000000000	Vermondi	Ben	2/7/2013							465	513			1/10/2011	0
TOWABLE	2016	Atlas Copco	XAS165K07	4500A1010000000000	Vermondi	Ben	2/7/2013							465	513			1/10/2011	0
TOWABLE	2016	Atlas Copco	XAS165K07	4500A1010000000000	Vermondi	Ben	2/7/2013							465	513			1/10/2011	0
TOWABLE	2016	Atlas Copco	XAS165K07	4500A1010000000000	Vermondi	Ben	2/7/2013							465	513			1/10/2011	0
TOWABLE	2016	Atlas Copco	XAS165K07	4500A1010000000000	Vermondi	Ben	2/7/2013							465	513			1/10/2011	0
TOWABLE	2016	Atlas Copco	XAS165K07	4500A1010000000000	Vermondi	Ben	2/7/2013							465	513			1/10/2011	0
TOWABLE	2016	Atlas Copco	XAS165K07	4500A1010000000000	Vermondi	Ben	2/7/2013							465	513			1/10/2011	0
TOWABLE	2016	Atlas Copco	XAS165K07	4500A1010000000000	Vermondi	Ben	2/7/2013							465	513			1/10/2011	0
TOWABLE	2016	Atlas Copco	XAS165K07	4500A1010000000000	Vermondi	Ben	2/7/2013							465	513			1/10/2011	0
TOWABLE	2016	Atlas Copco	XAS165K07	4500A1010000000000	Vermondi	Ben	2/7/2013							465	513			1/10/2011	0
TOWABLE	2016	Atlas Copco	XAS165K07	4500A1010000000000	Vermondi	Ben	2/7/2013							465	513			1/10/2011	0
TOWABLE	2016	Atlas Copco	XAS165K07	4500A1010000000000	Vermondi	Ben	2/7/2013							465	513			1/10/2011	0
TOWABLE	2016	Atlas Copco	XAS165K07	4500A1010000000000	Vermondi	Ben	2/7/2013							465	513			1/10/2011	0
TOWABLE	2016	Atlas Copco	XAS165K07	4500A1010000000000	Vermondi	Ben	2/7/2013							465	513			1/10/2011	0
TOWABLE	2016	Atlas Copco	XAS165K07	4500A1010000000000	Vermondi	Ben	2/7/2013							465	513			1/10/2011	0
TOWABLE	2016	Atlas Copco	XAS165K07	4500A1010000000000	Vermondi	Ben	2/7/2013							465	513			1/10/2011	0
TOWABLE	2016	Atlas Copco	XAS165K07	4500A1010000000000	Vermondi	Ben	2/7/2013							465	513			1/10/2011	0
TOWABLE	2016	Atlas Copco	XAS165K07	4500A1010000000000	Vermondi	Ben	2/7/2013							465	513			1/10/2011	0
TOWABLE	2016	Atlas Copco	XAS165K07	4500A1010000000000	Vermondi	Ben	2/7/2013							465	513			1/10/2011	0
TOWABLE	2016	Atlas Copco	XAS165K07	4500A1010000000000	Vermondi	Ben													

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C.C. CARLTON INDUSTRIES, LTD.
AUSTIN, TEXAS

FINANCIAL STATEMENTS
AND SUPPLEMENTARY INFORMATION
December 31, 2021 and 2020

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Van Houten & Associates, PC
CERTIFIED PUBLIC ACCOUNTANTS

INDEPENDENT AUDITORS' REPORT

To the Partners
C.C. Carlton Industries, Ltd.
Austin, Texas

Opinion

We have audited the accompanying financial statements of C.C. Carlton Industries, Ltd., which comprise the balance sheets as of December 31, 2021 and 2020, and the related statements of income and changes in partners' capital, and cash flows for the years then ended, and the related notes to the financial statements.

In our opinion, the accompanying financial statements present fairly, in all material respects, the financial position of C.C. Carlton Industries, Ltd. as of December 31, 2021 and 2020, and the results of its operations and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

We conducted our audits in accordance with auditing standards generally accepted in the United States of America (GAAS). Our responsibilities under those standards are further described in the Auditors' Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of C.C. Carlton Industries, Ltd. and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audits. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about C.C. Carlton Industries, Ltd.'s ability to continue as a going concern for one year after the date that the financial statements are issued.

Auditors' Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditors' report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of C.C. Carlton Industries, Ltd.'s internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about C.C. Carlton Industries, Ltd.'s ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control – related matters that we identified during the audit.

Supplementary Information

Our audits were conducted for the purpose of forming an opinion on the financial statements as a whole. The schedules of completed and in progress contracts are presented for purposes of additional analysis and are not required parts of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the financial statements as a whole.

Van Nouten & Associates, PC

Round Rock, Texas
May 9, 2022

C.C. CARLTON INDUSTRIES, LTD.
BALANCE SHEETS
December 31, 2021 and 2020

	<u>2021</u>	<u>2020</u>
ASSETS		
CURRENT ASSETS		
Cash and cash equivalents	\$ 1,590,923	\$ 180,721
Accounts receivable		
Contracts receivable	15,921,543	15,892,720
Note receivable	-	97,267
Contract assets classified as:		
Costs and estimated earnings in excess of		
billings on contracts in progress	2,004,627	2,159,371
Retainage receivable	<u>12,049,428</u>	<u>11,860,064</u>
TOTAL CURRENT ASSETS	31,566,521	30,190,143
PROPERTY AND EQUIPMENT		
Construction in progress	1,261,241	126,846
Construction equipment	14,271,978	12,590,072
Transportation equipment	1,886,533	1,333,082
Furniture and fixtures	28,799	28,799
Office equipment	255,390	255,390
Building	-	481,147
	<u>17,703,941</u>	<u>14,815,336</u>
Less accumulated depreciation	<u>(6,137,844)</u>	<u>(4,627,966)</u>
	<u>11,566,097</u>	<u>10,187,370</u>
Line of credit - partner	-	760,674
TOTAL ASSETS	\$ <u>43,132,618</u>	\$ <u>41,138,187</u>

See notes to financial statements.

C.C. CARLTON INDUSTRIES, LTD.
BALANCE SHEETS – continued
December 31, 2021 and 2020

	<u>2021</u>	<u>2020</u>
LIABILITIES AND PARTNERS' CAPITAL		
CURRENT LIABILITIES		
Accounts payable		
Trade	\$ 17,469,193	\$ 18,215,339
Retainage	<u>6,341,538</u>	<u>5,753,598</u>
	23,810,731	23,968,937
Accrued expenses	53,286	136,412
Notes payable - current portion	1,473,281	1,259,921
Contract liabilities classified as:		
Billings in excess of costs and estimated earnings on contracts in progress	<u>7,201,905</u>	<u>1,680,764</u>
TOTAL CURRENT LIABILITIES	32,539,203	27,046,034
Paycheck Protection Program note payable	-	3,869,600
Notes payable	2,121,165	2,544,635
Lines of credit - non current	-	1,500,000
PARTNERS' CAPITAL	<u>8,472,250</u>	<u>6,177,918</u>
TOTAL LIABILITIES AND PARTNERS' CAPITAL	<u>\$ 43,132,618</u>	<u>\$ 41,138,187</u>

See notes to financial statements.

C.C. CARLTON INDUSTRIES, LTD.
STATEMENTS OF INCOME AND CHANGES IN PARTNERS' CAPITAL
For the years ended December 31, 2021 and 2020

	2021	2020
INCOME		
Revenue from contracts	\$ 134,267,422	\$ 123,741,242
Cost of contracts	<u>127,085,693</u>	<u>112,816,188</u>
	7,181,729	10,925,054
OPERATING EXPENSES		
General and administrative expenses	<u>3,379,369</u>	<u>9,578,269</u>
INCOME FROM OPERATIONS	3,802,360	1,346,785
OTHER INCOME (EXPENSES)		
Interest expense	(209,073)	(187,468)
Interest income	53,510	10,674
Gain on disposal of property and equipment	325,092	-
Miscellaneous expense	(694)	-
Miscellaneous income	3,052	9,153
Gain on Payroll Protection Program loan forgiveness	<u>3,869,600</u>	<u>-</u>
	4,041,487	(167,641)
INCOME BEFORE TAXES	7,843,847	1,179,144
Provision for state taxes	<u>38,314</u>	<u>58,566</u>
NET INCOME	7,805,533	1,120,578
BEGINNING PARTNERS' CAPITAL	6,177,918	5,551,757
Distributions	<u>(5,511,201)</u>	<u>(494,417)</u>
ENDING PARTNERS' CAPITAL	<u>\$ 8,472,250</u>	<u>\$ 6,177,918</u>

See notes to financial statements.

C.C. CARLTON INDUSTRIES, LTD.
STATEMENTS OF CASH FLOWS
For the years ended December 31, 2021 and 2020

	<u>2021</u>	<u>2020</u>
CASH FLOWS FROM OPERATING ACTIVITIES		
Net income	\$ 7,805,533	\$ 1,120,578
Depreciation	1,797,917	1,456,515
Accounts receivable	(28,823)	(5,048,095)
Gain on disposal of property and equipment	(325,092)	-
Gain on Payroll Protection Program loan forgiveness	(3,869,600)	-
Gain from Employee Retention Tax Credit	(7,989,543)	-
Contract assets classified as:		
Costs and estimated earnings in excess of billings on contracts in progress	154,744	(736,041)
Retainage receivable	(189,364)	(1,907,030)
Accounts payable	(158,206)	8,662,902
Accrued expenses	(83,126)	109,888
Contract liabilities classified as:		
Billings in excess of costs and estimated earnings on contracts in progress	5,521,141	(941,414)
NET CASH PROVIDED BY OPERATING ACTIVITIES	2,635,581	2,717,303
CASH FLOWS FROM INVESTING ACTIVITIES		
Proceeds from disposal of property and equipment	546,846	57,464
Issuance of note receivable	(375,693)	(280,704)
Repayment of note receivable	472,960	183,437
Issuance of line of credit - partner	(872,457)	(1,984,454)
Repayment of line of credit - partner	1,633,131	1,223,780
Purchase of property and equipment	(3,398,398)	(2,659,754)
NET CASH (USED) BY INVESTING ACTIVITIES	(1,993,611)	(3,460,231)
CASH FLOWS FROM FINANCING ACTIVITIES		
Proceeds from issuance of notes payable	1,260,769	41,519
(Repayments) on notes payable	(1,470,879)	(819,153)
(Repayments) on lines of credit, net	(1,500,000)	(1,700,341)
Proceeds from Payroll Protection Program note payable	-	3,869,600
Proceeds from Employee Retention Credit	7,989,543	-
Distributions	(5,511,201)	(494,417)
NET CASH PROVIDED BY FINANCING ACTIVITIES	768,232	897,208
INCREASE IN CASH AND CASH EQUIVALENTS	1,410,202	154,280
CASH AND CASH EQUIVALENTS AT BEGINNING OF THE YEAR	180,721	26,441
CASH AND CASH EQUIVALENTS AT END OF YEAR	\$ 1,590,923	\$ 180,721

See notes to financial statements.

C.C. CARLTON INDUSTRIES, LTD.
STATEMENTS OF CASH FLOWS - continued
For the years ended December 31, 2021 and 2020

	<u>2021</u>	<u>2020</u>
SUPPLEMENTAL DISCLOSURES OF CASH FLOW INFORMATION:		
Cash paid during the year for:		
Interest	\$ 212,905	\$ 193,079
Taxes	\$ 49,093	\$ 61,500

See notes to financial statements.

C.C. CARLTON INDUSTRIES, LTD.
NOTES TO FINANCIAL STATEMENTS

NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Operations and Accounting

C.C. Carlton Industries, Ltd. (the “Partnership”) is a Texas limited partnership. Carlton GP, LLC (“GP”) is a Texas limited liability corporation and C.C. Carlton Construction of Austin, Inc. (“Construction”) is an S-Corporation. Each own 1.737% general partner interests in the Partnership. The sole limited partner (“Limited Partner”) owns a 96.526% interest in the Partnership and 100% of GP and Construction.

C.C. Carlton Industries, Ltd. is engaged in the construction of site utilities, roads, bridges, and concrete structures in Texas under fixed-price contracts with allowances for change orders. The lengths of the Partnership’s contracts vary, typically lasting six months to two years. Contract-related items in the balance sheet are classified as current because they have realization and liquidation periods of less than one year.

Use of Estimates

The preparation of financial statements in conformity with generally accepted accounting principles in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Revenue Recognition

For contracts that are within the scope of FASB ASC 606 Revenue from Contracts with Customers, the Company performs the following five steps: (1) identify the contract(s) with a customer; (2) identify the performance obligations in the contract; (3) determine the transaction price; (4) allocate the transaction price to the performance obligations in the contract; and (5) recognize revenue when (or as) the entity satisfies a performance obligation.

Cash and Cash Equivalents

For purposes of the statements of cash flows, the Partnership considers cash and cash equivalents with original maturities of ninety days or less to be cash equivalents.

Accounts Receivable

Accounts receivable are based on contracted prices and consist primarily of job-related billings. The allowance for doubtful accounts is based upon a review of outstanding receivables, historical collection information, and existing economic conditions. Normal receivables are due thirty days after the date of the invoice with retentions due thirty days after completion of the project and acceptance by the owner. Management of the Partnership reviews collectability of aged accounts receivables on a periodic basis. When it is determined that an account becomes uncollectible, it is written off. Management considers all accounts to be collectible and therefore, has not established an allowance for doubtful accounts. Bad debt expense at December 31, 2021 and 2020 was \$613,589 and \$0, respectively.

Income Taxes

The Partnership has elected to be taxed as a partnership for federal income tax purposes. In lieu of federal corporate income taxes, the partners are taxed on the Partnership’s results of operations. Accordingly, no provision or liability for federal income taxes has been recorded for the Partnership.

C.C. CARLTON INDUSTRIES, LTD.
NOTES TO FINANCIAL STATEMENTS

NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES – continued

Income Taxes - continued

Management has considered the effect of any tax positions which could affect the future cash flows of the Partnership and does not anticipate any current or future adjustments to the Partnership's financial statements. Accordingly, the Partnership has not recorded any reserves for distributions to partners for taxes, interest, or penalties related to uncertain income tax positions for the years ended December 31, 2021 and 2020.

The State of Texas franchise tax is calculated based on the gross margin times the applicable state tax rate subject to certain provisions and adjustments.

Property and Equipment

Property and equipment are recorded at cost and are depreciated over their estimated useful lives using the straight-line method for financial reporting. Repairs and maintenance are charged to expenses as incurred. Renewals and betterments which add significantly to the utility or useful life of the asset are capitalized. Upon retirement or disposition of assets, related gains and losses are reflected in other income (expense). Construction in Progress consists of leasehold improvements for an upcoming office lease that has yet to be placed in service.

Categories of assets and their useful lives are as follows:

Construction equipment	5 to 10 years
Transportation equipment	5 to 7 years
Furniture and fixtures	5 to 7 years
Office equipment	5 to 7 years
Building	39 years

Long-lived assets held and used by the Partnership are reviewed for impairment whenever events or changes in circumstances indicate that the carrying amount of an asset may not be recoverable. In the event that facts and circumstances indicate that the cost of any long-lived assets may be impaired, an evaluation of recoverability would be performed.

Accrued Expenses

Accrued expenses consists of Texas franchise taxes payable, property taxes payable, and other miscellaneous accrued expenses.

Recent Accounting Pronouncements

In February 2016, the FASB issued ASU No. 2016-02, Leases (Topic 842). This standard requires lessees to recognize a lease liability and a lease asset for all leases, including operating leases, with a term greater than 12 months on its balance sheet. The standard also expands the required quantitative disclosures surrounding leases. In July 2018 this standard was updated and improved through ASU 2018-10 and ASU 2018-11. In June 2020, the FASB issued ASU 2020-05, which changed the effective date for entities other than public business entities to annual periods beginning after December 15, 2021. Early adoption is permitted. This standard will be applied using a modified retrospective transition approach for leases existing at, or entered into after, the beginning of the earliest comparative period presented in the financial statements.

C.C. CARLTON INDUSTRIES, LTD.
NOTES TO FINANCIAL STATEMENTS

NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES – continued

Recent Accounting Pronouncements - continued

However, per ASU 2018-11, the Partnership can elect to recognize a cumulative effect adjustment to the opening balance of equity in the period of adoption rather than in the earliest period presented. Management is currently evaluating the effect of these provisions on the Partnership's financial position and results of operations.

NOTE B – REVENUE FROM CONTRACTS WITH CUSTOMERS

Performance Obligations and Recognition Method

The Company evaluates whether two or more contracts should be combined and accounted for as one single performance obligation and whether a single contract should be accounted for as more than one performance obligation. ASC 606 defines a performance obligation as a contractual promise to transfer a distinct good or service to a customer. A contract's transaction price is allocated to each distinct performance obligation and recognized as revenue when, or as, the performance obligation is satisfied. The Company's evaluation requires significant judgment and the decision to combine a group of contracts or separate a contract into multiple performance obligations could change the amount of revenue and profit recorded in a given period.

The majority of the Company's contracts have a single performance obligation, as the promise to transfer the individual goods or services is not separately identifiable from other promises in the contract and, therefore, is not distinct. However, occasionally the Company has contracts with multiple performance obligations.

For contracts with multiple performance obligations, the Company allocates the contract's transaction price to each performance obligation using the observable stand-alone selling price, if available, or alternatively the best estimate of the stand-alone selling price of each distinct performance obligation in the contract. The primary method used to estimate stand-alone selling price is the expected cost plus a margin approach for each performance obligation.

Revenue related to contracts with customers is recognized over time as work is completed due to the continuous transfer of control to the customer, typically using an input measure such as costs incurred to date relative to total estimated costs at completion to measure progress. Costs that do not depict progress toward satisfaction of the performance obligation are included in contract costs but may not result in revenue being recognized, such as significant re-work.

At times costs may be incurred that are not reflective of the Company's progress towards satisfaction of the performance obligation which may result in revenue being recognized only to the extent of such costs without any profit, for example uninstalled materials that are (1) not distinct, (2) control is transferred to the customer significantly before integration of the goods into the project, (3) cost of the transferred goods are significant relative to the total estimated costs of satisfying the performance obligation, and (4) the Company is not significantly involved in designing or manufacturing the goods.

Revenue from contracts with customers is measured based on consideration specified in a contract with a customer, and excludes any amounts collected on behalf of third parties. Taxes assessed by a governmental authority that are both imposed on and concurrent with a specific revenue producing transaction, that are collected by the Company from a customer, are excluded from revenue.

Costs of revenues earned include all direct material and labor costs and those indirect costs related to contract performance, such as indirect labor, supplies, tools, repairs, and depreciation costs. The cost of significant uninstalled materials, re-work, or scrap is generally excluded from the cost-to-cost measure of progress as it is no proportionate to the entity's progress in satisfying the performance obligation.

C.C. CARLTON INDUSTRIES, LTD.
NOTES TO FINANCIAL STATEMENTS

NOTE B – REVENUE FROM CONTRACTS WITH CUSTOMERS – continued

Performance Obligations and Recognition Method – continued

Costs to fulfill a contract, including mobilization costs, prior to substantive work beginning are capitalized as incurred and amortized over the expected duration of the contract. General and administrative costs are charged to expense as incurred. Provisions for estimated losses on uncompleted contracts are made in the period in which such losses are determined.

The Company's contracts may include retention provisions to provide assurance to customers that the Company will perform in accordance with the contract terms. The retention provisions are not considered a significant financing component. The balances billed but not paid by customers pursuant to these provisions generally become due upon completion and acceptance of the project by the customer. The Company has determined that there are no significant financing components included in construction contracts as of December 31, 2021.

Contract Estimates Including Claims, Unapproved Change Orders and Variable Consideration

Accounting for long-term contracts with customers involves the use of various techniques to estimate total transaction price, total estimated costs at completion, and progress toward satisfaction of performance obligations which are used to recognize revenue earned. Unforeseen events and circumstances can alter the estimate of the costs associated with a particular contract. Total estimated costs at completion can be impacted by changes in productivity, scheduling, the unit cost of labor, subcontracts, materials, and equipment. Additionally, external factors such as weather, customer needs, customer delays in providing permits and approvals, labor availability, governmental regulation and politics may affect the progress of a project's completion and push the timing and amount of revenue recognition.

To the extent that original cost estimates are modified, estimated costs to complete the increase, delivery schedules are delayed, or progress under a contract is otherwise impeded, cash flow, revenue recognition, and profitability from a particular contract may be adversely affected.

The nature of the Company's contracts gives rise to several types of variable consideration that can either increase or decrease the transaction price. Transaction price for contracts is required to include evaluation of variable consideration to which the Company has an enforceable right to compensation or obligation for a reduction, which can result in increases or decreases to a contract's transaction price. The effect of a change in variable consideration on the transaction price of a performance obligation is recognized as an adjustment to revenue on a cumulative catch-up basis.

Contract modifications can result in contract specifications or requirements that either create new or changes existing enforceable rights and obligations of the parties to the contract. The Company considers unapproved change orders to be contract modifications for which customers have agreed to changes in the scope of the contract but have not agreed to the price.

The Company considers claims to be contract modifications for which the Company has sought, or will seek, to collect from customers, or others, for customer-caused changes in contract specifications or design, or other customer-related causes of unanticipated additional contract costs on which there is no contractual agreement with the customer for changes in either the scope or price of the contract. Claims can also be caused by non-customer-caused changes, such as weather delays, work stoppages or other unanticipated events.

C.C. CARLTON INDUSTRIES, LTD.
NOTES TO FINANCIAL STATEMENTS

NOTE B – REVENUE FROM CONTRACTS WITH CUSTOMERS – continued

Contract Estimates Including Claims, Unapproved Change Orders and Variable Consideration - continued

Costs associated with contract modifications are included in the estimated costs to complete the contracts and are treated as project costs when incurred. In most instances, contract modifications are for goods or services that are not distinct and, therefore, are accounted for as a part of the existing contract. In those instances, the effect of a contract modification on the transaction price, and the measure of progress for the performance obligation to which it relates, is recognized as an adjustment to revenue on a cumulative catch-up basis.

Contract Assets and Contract Liabilities

The timing of when the Company bills their customers on long-term construction contracts is generally dependent upon agreed-upon contractual terms, which may include milestone billings based on the completion of certain phases of the work, or when services are provided. When as a result of contingencies, billings cannot occur until after the related revenue has been recognized, the result is unbilled revenue, which is included in contract assets. Additionally, the Company may receive advances or deposits from customers before revenue is recognized, resulting in deferred revenue, which is included in contract liabilities.

Retainage for which the Company has an unconditional right to payment that is only subject to the passage of time are classified as contracts receivable. Retainage subject to conditions other than the passage of time do not meet the definition of definition of a receivable and are therefore included in contract assets and contract liabilities, as determined on a contract-by-contract basis.

Contract assets represent revenues recognized in excess of amounts paid or payable (contract receivables) to the Company on uncompleted contracts. Contract liabilities represent the Company's obligation to perform on uncompleted contracts with customers for which the Company has received payment or for which contract receivables are outstanding.

NOTE C – CONTRACTS

For the years ended December 31, 2021 and 2020, the status of contracts is summarized as follows:

	<u>2021</u>	<u>2020</u>
Billings on contracts	\$ 139,464,700	\$ 123,262,635
Costs incurred on contracts	<u>127,085,693</u>	<u>112,816,188</u>
	12,379,007	10,446,447
Estimated earned income	<u>7,181,729</u>	<u>10,925,054</u>
	<u>\$ 5,197,278</u>	<u>\$ (478,607)</u>
Contract assets and liabilities classified as:		
Costs and estimated earnings in excess of		
billings on contracts in progress	\$ (2,004,627)	\$ (2,159,371)
Billings in excess of costs and estimated earnings		
on contracts in progress	<u>7,201,905</u>	<u>1,680,764</u>
	<u>\$ 5,197,278</u>	<u>\$ (478,607)</u>

C.C. CARLTON INDUSTRIES, LTD.
NOTES TO FINANCIAL STATEMENTS

NOTE D – LEASES

The Partnership leases office, storage, and construction equipment under operating leases expiring at various dates throughout 2030. Expenses paid under these leases was \$2,269,317 and \$1,926,763 for the years ended December 31, 2021 and 2020, respectively, and is included in costs of contracts and selling, general and administrative expenses on the accompanying statements of income and changes in partners' capital.

At December 31, 2021, future minimum lease payments for the remaining lease terms are as follows:

2021	\$ 1,805,039
2022	1,208,036
2023	340,984
2024	314,663
2025	129,065
Thereafter	<u>529,432</u>
	<u>\$ 4,327,219</u>

NOTE E – LINES OF CREDIT

The Partnership maintains a revolving line of credit agreement with Peoples United Equipment Finance Corp. with a maturity of August 5, 2023. During the year ended the December 31, 2020, the lines availability was increased to \$3,645,000. The lines availability is reduced by the monthly required minimum principal payments of \$101,250. Interest is due in monthly payments. At December 31, 2021 and 2020, the principal balance outstanding was \$0 and \$1,500,000, respectively, with an available balance to borrow of \$2,025,000 and \$1,740,000, respectively.

The Partnership maintains a \$4,000,000 revolving line of credit with First United Bank and Trust Co with a maturity of September 12, 2022, with interest based on a floating rate indexed to the Wall Street Journal's prime rate plus 0.50%, subject to certain restrictive covenants. At December 31, 2021 and 2020, the principal balance outstanding was \$0 and \$0, with \$4,000,000 and \$4,000,000 available to borrow, respectively. As of December 31, 2021, First United Bank and Trust Co waived and reaffirmed all covenant violations.

NOTE F – CONCENTRATION OF CREDIT RISK AND SIGNIFICANT CUSTOMERS

At December 31, 2020, two customers represented approximately 10% of the Partnership's accounts receivable and one customer accounted for approximately 33% of the Partnership's revenue.

At December 31, 2021, one customer represented approximately 13% of the Partnership's accounts receivable and one customer accounted for approximately 18% of the Partnership's revenue.

C.C. CARLTON INDUSTRIES, LTD.
NOTES TO FINANCIAL STATEMENTS

NOTE G – DEBT

As of December 31, 2021 and 2020, the Company had the following notes payable.

	<u>2021</u>	<u>2020</u>
Note payable to Komatsu Financial, due in monthly installments of \$2,748, at 4.40% interest, maturing September 2021, secured by certain equipment of the Company. Note was paid in full during the year ended December 31, 2021.	\$ -	\$ 88,004
Note payable to Caterpillar Financial, due in monthly installments of \$4,866 at 4.75% interest, maturing August 2022, secured by certain equipment of the Company.	33,569	89,000
Note payable to Caterpillar Financial, due in monthly installments of \$4,857 at 4.75% interest, maturing October 2021, secured by certain equipment of the Company. Note was paid in full during the year ended December 31, 2021.	-	42,888
Note payable to Volvo Financial Services, due in monthly installments of \$80,621, at 0.00% interest, maturing August 2024, secured by certain equipment of the Company.	2,338,021	3,224,857
Note payable to Volvo Financial Services, due in monthly installments of \$1,627, at 0.00% interest, maturing October 2022, secured by certain equipment of the Company.	16,267	35,788
Note payable to Volvo Financial Services, due in monthly installments of \$1,627, at 0.00% interest, maturing October 2022, secured by certain equipment of the Company.	16,267	35,788
Note payable to Volvo Financial Services, due in monthly installments of \$4,866, at 0.00% interest, maturing January 2022, certain equipment of the Company. Note was paid in full subsequent to the year ended December 31, 2021.	4,866	63,257
Note payable to Advance Acceptance, due in monthly installments of \$3,942, at 0.00% interest, maturing September 2021, secured by certain equipment of the Company. Note was paid in full during the year ended December 31, 2021.	-	27,028
Note payable to Volvo Financial Services, due in monthly installments of \$7,239, at 0.00% interest, maturing December 2022, secured by certain equipment of the Company.	108,579	173,727
Note payable to Wells Fargo Finance, Manufacturer Services Group, due in monthly installments of \$1,730, at 0.00% interest, maturing July 2022, secured by certain equipment of the Company.		
Note was paid in full subsequent to the year ended December 31, 2021.	3,460	24,219

C.C. CARLTON INDUSTRIES, LTD.
NOTES TO FINANCIAL STATEMENTS

NOTE G – DEBT – continued

	<u>2021</u>	<u>2020</u>
Note payable to Volvo Financial Services, due in monthly installments of \$3,442, at 0.99% interest, maturing December 2023, secured by certain equipment of the Company.	\$ 81,771	\$ -
Note payable to Volvo Financial Services, due in monthly installments of \$15,121, at 0.90% interest, maturing June 2025, secured by certain equipment of the Company.	624,950	-
Note payable to Volvo Financial Services, due in monthly installments of \$2,948, at 0.00% interest, maturing June 2025, secured by certain equipment of the Company.	132,666	-
Note payable to John Deere Financial, due in monthly installments of \$2,925, at 0.00% interest, maturing April 2025, secured by certain equipment of the Company.	117,038	-
Note payable to John Deere Financial, due in monthly installments of \$2,926, at 0.00% interest, maturing April 2025, secured by certain equipment of the Company.	116,992	-
	3,594,446	3,804,556
	(1,478,809)	(1,259,921)
Less current portion	<u>\$ 2,115,637</u>	<u>\$ 2,544,635</u>

Future maturities of long-term debt for the years following December 31, 2021 are as follows:

2021	\$ 1,478,809
2022	1,294,954
2023	690,157
2024	130,526
	<u>\$ 3,594,446</u>

NOTE H – PAYROLL PROTECTION PROGRAM NOTE PAYABLE

During the year ended December 31, 2020, the Partnership (the “Borrower”) was granted a loan (the “Loan”) from Prosperity Bank, in the aggregate amount of \$3,869,600, pursuant to the Paycheck Protection Program (the “PPP”) under Division A, Title 1 of the CARES Act, which was enacted March 27, 2020.

The Loan which was in the form of a note dated April 15, 2020 issued to the Borrower, has a max interest rate of 1%, and a maturity date of April 2022. The Note may be prepaid by the Borrower at any time prior to maturity with no prepayment penalties. Funds from the Loan may only be used for payroll costs, costs used to continue group health care benefits, mortgage payments, rent, utilities, and interest on other debt obligations incurred up to 24 weeks after receiving the loan or December 31, 2020, whichever is first. The Borrower used the entire Loan amount for qualifying expenses. Under the terms of the PPP, certain amounts of the Loan may be forgiven if they are used for qualifying expenses as described in the CARES Act.

C.C. CARLTON INDUSTRIES, LTD.
NOTES TO FINANCIAL STATEMENTS

NOTE H – PAYROLL PROTECTION PROGRAM NOTE PAYABLE - continued

In accordance with ASC 450-30 Gain Contingencies; loans that are expected to be forgiven must be initially recorded as a liability. Only when the loan is officially forgiven will any gain be recognized. As of December 31, 2021, the Loan has been fully forgiven.

NOTE I – EMPLOYEE RETENTION CREDIT

The CARES Act provides an employee retention credit (“ERC”), which is a refundable tax credit against certain employment taxes of up to \$5,000 per employee for eligible employers. The tax credit is equal to 50% of qualified wages paid to employees during a quarter, capped at \$10,000 of qualified wages per employee through December 31, 2020. Additional relief provisions were passed by the United States government, which extended and expanded the qualified wage caps on these credits through December 31, 2021. Based on these additional provisions, the tax credit is now equal to 70% of qualified wages paid to employees during a quarter, and the limit on qualified wages per employee has been increased to \$10,000 of qualified wages per quarter. The Partnership qualified for the ERC in the 1st, 2nd and 3rd quarters of 2021. During the fiscal year ended December 31, 2021, the Partnership recorded, \$7,989,543 of gain to general and administrative expenses related to the ERC.

NOTE J – LINE OF CREDIT – PARTNER

During the year ended December 31, 2020, the Partnership entered into a line of credit agreement with one partner. The line had a maximum amount available to loan of \$1,500,000 with a due date of December 31, 2020. The line of credit accrued interest at a rate of 1.60% with the rate increasing to 5.0% on matured balances. As of December 31, 2021 and 2020, the outstanding balance including principle and accrued interest amounted to \$0 and \$760,674, respectively. The line of credit was received in full as of December 31, 2021.

NOTE K – NOTE RECEIVABLE

The Company entered into a note receivable agreement with one customer during the year ended December 31, 2020 in the amount of \$280,704, with a stated interest rate of 10.0%, and a due date of March of 2021. The note called for monthly payments of \$29,825. As of December 31, 2021 and 2020, the outstanding balance including principle and accrued interest amounted to \$0 and \$97,267, respectively. The note was received in full as of December 31, 2021.

NOTE L – SUBSEQUENT EVENTS

Management has evaluated subsequent events through May 9, 2022, the date the financial statements were available to be issued. Management concluded that there were no material subsequent events which required additional disclosure in these financial statements.

SUPPLEMENTARY INFORMATION

C.C. CARLTON INDUSTRIES, LTD.
SCHEDULE OF COMPLETED CONTRACTS
For the year ended December 31, 2021

Job Name	Contract Amount	Estimated Job Cost	Estimated Profit	Billing to Date	Prior Years Billings	Current Year Billings	Job Cost to Date	Prior Years Job Cost	Current Job Cost	Percent Completed	Estimated Income to Date	Prior Years Estimated Income	Current Years Income	Unbilled Costs	Excess Billings
5TH GENERATION OFFSHORE WATER	\$ 5,206,896	\$ 4,406,984	\$ 799,912	\$ 5,206,896	\$ 5,028,445	\$ 148,451	\$ 4,406,984	\$ 4,198,510	\$ 208,474	100.00%	\$ 799,912	\$ 859,995	\$ (60,083)	\$ -	\$ -
SAN GABRIEL PARKWAY PHASE 1	3,206,991	3,280,429	(73,438)	3,206,991	3,166,806	40,185	3,280,429	3,279,118	1,311	100.00%	(73,438)	(112,312)	38,874	-	-
THE LEGACY AT SAINT JOHN (SANTA RITA)	2,122,091	1,684,661	437,430	2,122,091	2,113,025	9,066	1,684,661	1,722,115	(37,454)	100.00%	437,430	390,210	46,520	-	-
NORTH BLUFF 3	1,180,702	1,000,676	180,026	1,180,702	1,151,000	29,682	1,000,676	978,167	22,309	100.00%	180,026	172,653	7,773	-	-
WHISPER VALLEY PHASE 2	6,893,489	6,161,363	732,126	6,893,489	6,767,195	126,294	6,161,363	6,090,415	70,888	100.00%	732,126	676,720	54,406	-	-
ESTANCIA HILL COUNTRY 2B	8,443,264	8,084,712	358,552	8,443,264	8,322,522	120,742	8,084,712	7,739,946	344,766	100.00%	358,552	582,576	(224,024)	-	-
BOULDER CREEK COMMONS	680,997	628,403	52,494	680,997	675,707	5,290	628,403	628,463	40	100.00%	52,494	47,204	5,190	-	-
EASTSIDE MEMORIAL HIGH SCHOOL	1,003,128	905,935	97,193	1,003,128	923,415	79,713	905,935	831,074	74,861	100.00%	97,193	92,341	4,852	-	-
CARRISBIDE APARTMENTS	424,545	349,139	75,406	424,545	435,185	(10,640)	349,139	348,148	991	100.00%	75,406	87,037	(11,631)	-	-
RESERVE AT WYOMING SPRINGS	4,237,737	4,230,177	75,560	4,237,737	4,009,585	208,172	4,230,177	4,089,089	211,088	100.00%	37,580	40,966	(2,916)	-	-
PERRIN PLACE PH 1	1,607,351	1,423,201	184,150	1,607,351	1,425,282	182,069	1,423,201	1,354,019	69,182	100.00%	184,150	181,092	42,065	-	-
SAN GARAGE	796,871	575,714	223,157	796,871	724,368	74,503	575,714	543,276	32,438	100.00%	223,157	132,251	(90,906)	-	-
MANHUA LAND DEVELOPMENT	712,962	615,291	97,671	712,962	609,003	103,959	615,291	456,752	158,539	100.00%	97,671	1,811,766	(240,873)	-	-
ANTHEM FRONTIER - AN TX NEW PLANT	13,207,616	11,726,723	1,570,893	13,207,616	12,078,439	1,229,177	11,726,723	10,266,673	1,470,050	100.00%	1,570,893	660,600	(910,193)	-	-
TRANSASSO 3 - 6 & 8	3,649,432	2,988,715	660,717	3,649,432	3,649,405	27	2,988,715	2,984,715	4,000	100.00%	1,264,537	713,170	(551,367)	-	-
HEADWATERS 4 - 2, 3, 4, 5, & 6	14,906,463	13,664,926	1,241,537	14,906,463	5,703,362	6,424,464	13,664,926	4,992,192	6,656,105	100.00%	481,529	866,456	(379,460)	-	-
COTTONWOOD CREEK PH1	12,128,826	11,664,297	464,529	12,128,826	7,876,866	153,906	7,361,776	7,010,410	351,366	100.00%	668,996	290,856	179,782	-	-
MEYER RANCH	8,086,772	7,361,776	688,996	8,086,772	4,155,088	1,631,620	5,336,090	3,684,232	1,471,358	100.00%	470,618	11,427	(104,673)	-	-
BEERY CREEK	5,806,708	5,336,090	470,618	5,806,708	228,534	546,534	3,845,332	217,107	86,044	100.00%	471,917	546,975	(70,063)	-	-
BRUNNET TRACT	4,389,434	3,865,532	444,102	4,389,434	4,222,882	479,591	3,865,532	3,672,907	171,425	100.00%	444,102	274,750	169,350	-	-
CHELO APARTMENTS	1,653,342	1,560,252	293,090	1,653,342	1,373,731	479,591	1,560,252	1,099,001	461,251	100.00%	293,090	273,360	18,730	-	-
BIG SKY RANCH PHASE 2	7,501,531	7,044,046	457,485	7,501,531	2,733,603	4,767,928	7,044,046	2,460,243	4,583,803	100.00%	457,485	492,004	(34,519)	-	-
BRYSON 2 - 3	1,415,198	1,275,534	139,774	1,415,198	611,800	803,398	1,275,534	520,010	755,584	100.00%	139,774	91,770	48,004	-	-
BAR W WEST PHASE 4	3,958,177	3,616,106	342,071	3,958,177	188,468	3,070,709	3,616,106	2,826,171	103,770	100.00%	342,071	97,553	244,518	-	-
CROSSVINE MILLS	196,660	179,591	17,069	196,660	88,444	108,216	179,591	78,821	7,508	100.00%	17,069	32,495	(15,426)	-	-
AUSTIN HIGH SCHOOL	28,000	55,107	(27,107)	28,000	59,499	(31,499)	55,107	47,599	3,992	100.00%	(27,107)	-	(39,007)	-	-
TRACE SAN MARCOS	423,335	339,272	84,063	423,335	-	423,335	339,272	-	3,992	100.00%	84,063	-	84,063	-	-
TESTA AT SAINT BLAID	57,750	53,306	4,444	57,750	-	57,750	53,306	-	3,992	100.00%	4,444	-	4,444	-	-
ANTHEM AMBULANCE CENTER	509,240	411,687	97,553	509,240	-	509,240	411,687	-	411,687	100.00%	97,553	-	97,553	-	-
AWTX EXPANSION	327,500	214,705	112,795	327,500	-	327,500	214,705	-	214,705	100.00%	112,795	-	112,795	-	-
CLOSED JOBS	75,192	676,170	(600,978)	75,192	-	75,192	676,170	-	676,170	100.00%	(600,978)	-	(600,978)	-	-
Total Completed Contracts	\$ 174,348,825	\$ 114,062,837	\$ 310,305,988	\$ 174,348,825	\$ 101,637,482	\$ 22,711,343	\$ 114,062,837	\$ 20,411,620	\$ 23,631,217		\$ 10,305,988	\$ 11,223,882	\$ (919,574)	\$ -	\$ -

See independent auditors' report on supplementary information.

C.C. CARLTON INDUSTRIES, LTD.
SCHEDULE OF CONTRACTS IN PROGRESS
For the year ended December 31, 2021

Job Name	Contract Amount	Estimated Job Cost	Estimated Profit	Billing to Date	Prior Years Billings	Current Year Billings	Job Cost to Date	Prior Years Job Cost	Current Year Job Cost	Percent Completed	Earned to Date	Prior Years Earned Income	Current Years	Unbilled Costs	Excess Billings
JRSH FISH SHOPPING CENTER	\$ 2,066,416	\$ 1,301,103	\$ 165,313	\$ 2,064,944	\$ 2,062,813	\$ 2,031	\$ 1,896,230	\$ 1,675,107	\$ 221,123	92.14%	\$ 164,889	\$ 367,706	\$ (202,817)	\$ 16,275	\$ 294,764
TRAVISSE PH 3 SECTION 1	13,399,480	15,248,533	(1,259,053)	13,498,146	9,458,504	4,039,642	14,462,435	8,216,191	6,186,244	94.84%	(1,259,053)	1,182,313	(2,441,366)	-	69,454
INDIAN HILLS CONDOMINIUM PARK (CENTER)	7,702,426	7,702,426	(619,735)	7,070,797	6,317,564	693,233	7,621,028	6,186,237	1,434,841	98.94%	(619,735)	191,327	(811,062)	-	257,077
CLEAR CREEK RANCH	6,535,824	6,731,899	(196,075)	6,011,448	2,347,715	3,663,673	5,910,446	2,183,431	3,727,015	87.80%	(196,075)	164,344	(360,419)	-	-
PARK VILLAGE	10,129,872	9,222,080	607,792	760,623	10,029,784	6,585,462	9,484,576	2,832,544	6,652,032	99.61%	260,623	108,978	151,645	50,190	-
MEDCOBE SENIOR LIVING	2,466,781	2,108,138	358,643	2,697,174	654,162	1,823,912	2,168,138	435,912	1,672,246	100.00%	260,623	108,978	151,645	-	-
VILLAGE AT SPANISH OAKS	3,440,876	3,268,832	172,044	2,697,174	367,967	1,787,445	2,502,103	556,038	1,946,065	76.54%	131,600	98,124	33,566	-	63,381
PRUDENTIAL PARKS	2,195,089	1,865,826	329,263	2,175,832	130,093	1,787,445	1,769,814	379,789	1,440,025	94.83%	312,320	58,198	254,122	-	99,698
PARK VILLAGE AMENITY CENTER	428,733	364,423	64,310	427,870	806,085	297,777	355,134	104,674	251,060	97.45%	62,671	26,019	36,652	17,628	10,065
BEARY CREEK 19	10,306,595	9,943,180	463,815	9,955,275	-	7,583,812	9,524,122	-	8,718,037	96.76%	448,781	-	448,781	-	160,295
COLE ESTATES**	6,628,574	8,197,145	(2,168,571)	7,583,812	-	7,052,243	7,052,243	-	7,052,243	86.03%	371,176	-	371,176	-	496,024
THE A	25,538,764	21,707,550	3,830,814	24,984,444	-	24,984,444	20,815,149	-	20,815,149	95.89%	3,673,261	-	3,673,261	-	233,462
Whisper Valley 364	16,613,242	7,481,445	1,320,235	6,717,354	-	6,717,354	5,705,825	-	5,705,825	44.33%	778,067	-	778,067	14,200	931,759
BIG SKY 364	11,208,004	9,220,764	2,026,805	10,226,805	-	10,226,805	7,621,938	-	7,621,938	82.49%	1,673,108	-	1,673,108	239,712	1,196,230
100 DITTMAR	1,710,899	1,454,549	256,650	1,398,794	-	1,398,794	1,383,590	-	1,383,590	95.16%	244,216	-	244,216	-	-
CONTINENTAL NAUTILLUS*	13,486,597	11,868,505	1,618,432	6,691,883	-	6,691,883	4,836,175	-	4,836,175	40.75%	659,478	-	659,478	188,757	437,498
TRAVISSE 4-4 & 5	9,234,647	8,680,588	554,079	3,993,376	-	3,993,376	2,289,493	-	2,289,493	59.56%	277,799	-	277,799	-	291,320
METTER RANCH 689	2,662,505	2,263,129	399,376	2,108,915	-	2,108,915	1,574,196	-	1,574,196	69.56%	185,408	-	185,408	-	38,144
BEE CREEK SPORTS COMPLEX	4,261,816	3,920,889	340,927	2,608,915	-	2,608,915	2,132,187	-	2,132,187	62.18%	273,276	-	273,276	-	95,344
LA BELLA FORTUNA 2B	2,293,106	2,091,440	201,666	1,739,599	-	1,739,599	1,549,131	-	1,549,131	94.52%	592,075	-	592,075	-	998,861
METTER RANCH 10	1,739,599	1,182,927	556,672	1,739,599	-	1,739,599	2,118,093	-	2,118,093	51.53%	592,075	-	592,075	-	53,011
ESTATES AT LIBERTY HILL 2	5,744,539	5,744,539	1,148,507	3,939,237	-	3,939,237	441,474	-	441,474	82.03%	350,532	-	350,532	-	214,245
ENTRADA 5	656,394	598,161	56,233	591,394	-	591,394	2,345,869	-	2,345,869	80.79%	271,393	-	271,393	534	303,751
EMERSON AT BENDROCK RANCH	4,341,204	3,990,497	350,707	2,910,646	-	2,910,646	1,537,898	-	1,537,898	41.69%	18,408	-	18,408	-	83,820
VERAMENDI 16-1	2,239,410	1,903,489	335,921	2,113,042	-	2,113,042	42,952	-	42,952	19.17%	377,231	-	377,231	784,192	-
THE SOMMERBY	947,300	803,205	144,095	147,180	-	147,180	2,291,316	-	2,291,316	18.69%	112,237	-	112,237	636,466	-
STONE RIDGE	147,180	103,076	44,104	1,834,455	-	1,834,455	795,663	-	795,663	10.65%	152,249	-	152,249	589,694	-
PARK VILLAGE 1 RINCH LIST	13,638,995	11,951,621	1,687,374	1,432,671	-	1,432,671	862,744	-	862,744	1.49%	-	-	-	16,380	-
ANTHONY TC-2, TC-3, 2, 3 & 4	9,493,140	8,667,465	825,675	1,604,687	-	1,604,687	40,299	-	40,299	0.23%	-	-	-	-	-
Hawthorne 5-2	3,329,970	2,697,276	632,694	-	-	-	16,380	-	16,380	-	-	-	-	-	-
Conquest Module 3A Unit 1	9,112,361	7,289,888	1,822,473	-	-	-	-	-	-	-	-	-	-	-	-
Boat Road Residence	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
SWITCH ROUND ROCK	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total Contracts in Progress	\$ 242,445,655	\$ 210,054,538	\$ 32,390,898	\$ 267,306,377	\$ 127,841,677	\$ 130,464,700	\$ 240,882,721	\$ 113,797,028	\$ 127,085,693	10,820,980	\$ 2,818,787	\$ 8,101,603	\$ 2,004,627	\$ 7,201,905	\$ 21,226,578
Total All Contracts	\$ 242,445,655	\$ 210,054,538	\$ 32,390,898	\$ 267,306,377	\$ 127,841,677	\$ 130,464,700	\$ 240,882,721	\$ 113,797,028	\$ 127,085,693	10,820,980	\$ 2,818,787	\$ 8,101,603	\$ 2,004,627	\$ 7,201,905	\$ 21,226,578

See independent auditors' report on supplementary information.

C.C. CARLTON INDUSTRIES, LTD.
AUSTIN, TEXAS

**FINANCIAL STATEMENTS
AND SUPPLEMENTARY INFORMATION**
December 31, 2020 and 2019

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Van Houten & Associates, PC
CERTIFIED PUBLIC ACCOUNTANTS

INDEPENDENT AUDITORS' REPORT

To the Partners
C.C. Carlton Industries, Ltd.
Austin, Texas

Opinion

We have audited the accompanying financial statements of C.C. Carlton Industries, Ltd., which comprise the balance sheets as of December 31, 2020 and 2019, and the related statements of income and changes in partners' capital, and cash flows for the years then ended, and the related notes to the financial statements.

In our opinion, the accompanying financial statements present fairly, in all material respects, the financial position of C.C. Carlton Industries, Ltd. as of December 31, 2020 and 2019, and the results of its operations and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

We conducted our audits in accordance with auditing standards generally accepted in the United States of America (GAAS). Our responsibilities under those standards are further described in the Auditors' Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of C.C. Carlton Industries, Ltd. and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audits. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about C.C. Carlton Industries, Ltd.'s ability to continue as a going concern for one year after the date that the financial statements are issued.

Auditors' Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditors' report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of C.C. Carlton Industries, Ltd.'s internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about C.C. Carlton Industries, Ltd.'s ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control – related matters that we identified during the audit.

Supplementary Information

Our audits were conducted for the purpose of forming an opinion on the financial statements as a whole. The schedules of completed and in progress contracts are presented for purposes of additional analysis and are not required parts of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the financial statements as a whole.

Van Houten & Associates, PC

Round Rock, Texas
April 27, 2021

C.C. CARLTON INDUSTRIES, LTD.
BALANCE SHEETS
December 31, 2020 and 2019

	<u>2020</u>	<u>2019</u>
ASSETS		
CURRENT ASSETS		
Cash and cash equivalents	\$ 180,721	\$ 26,441
Accounts receivable		
Contracts receivable	15,892,720	10,844,625
Retainage receivable	<u>11,860,064</u>	<u>9,953,034</u>
	27,752,784	20,797,659
 Note receivable	 97,267	 -
Contract assets	<u>2,159,371</u>	<u>1,423,330</u>
 TOTAL CURRENT ASSETS	 30,190,143	 22,247,430
 PROPERTY AND EQUIPMENT		
Construction in progress	126,846	-
Construction equipment	12,590,072	10,298,462
Transportation equipment	1,333,082	1,149,249
Furniture and fixtures	28,799	28,799
Office equipment	255,390	255,390
Building	<u>481,147</u>	<u>481,147</u>
	14,815,336	12,213,047
Less accumulated depreciation	<u>(4,627,966)</u>	<u>(3,171,452)</u>
	10,187,370	9,041,595
 Line of credit - partner	 <u>760,674</u>	 <u>-</u>
 TOTAL ASSETS	 <u>\$ 41,138,187</u>	 <u>\$ 31,289,025</u>

See notes to financial statements.

C.C. CARLTON INDUSTRIES, LTD.
BALANCE SHEETS – continued
December 31, 2020 and 2019

	<u>2020</u>	<u>2019</u>
LIABILITIES AND PARTNERS' CAPITAL		
CURRENT LIABILITIES		
Accounts payable		
Trade	\$ 18,215,339	\$ 10,269,904
Retainage	<u>5,753,598</u>	<u>5,036,131</u>
	23,968,937	15,306,035
Accrued expenses	136,412	26,524
Lines of credit	-	2,144,777
Notes payable - current portion	1,259,921	1,258,600
Contract liabilities	<u>1,680,764</u>	<u>2,622,178</u>
TOTAL CURRENT LIABILITIES	27,046,034	21,358,114
Paycheck Protection Program note payable	3,869,600	-
Notes payable	2,544,635	3,323,590
Lines of credit - non current	1,500,000	1,055,564
PARTNERS' CAPITAL	<u>6,177,918</u>	<u>5,551,757</u>
TOTAL LIABILITIES AND PARTNERS' CAPITAL	\$ 41,138,187	\$ 31,289,025

See notes to financial statements.

C.C. CARLTON INDUSTRIES, LTD.
STATEMENTS OF INCOME AND CHANGES IN PARTNERS' CAPITAL
For the years ended December 31, 2020 and 2019

	2020	2019
INCOME		
Revenue from contracts	\$ 123,741,242	\$ 108,674,552
Cost of contracts	<u>112,816,188</u>	<u>98,855,066</u>
	10,925,054	9,819,486
OPERATING EXPENSES		
General and administrative expenses	<u>9,578,269</u>	<u>8,287,354</u>
INCOME FROM OPERATIONS	1,346,785	1,532,132
OTHER INCOME (EXPENSES)		
Interest expense	(187,468)	(118,473)
Interest income	10,674	-
(Loss) on disposal of property and equipment	-	(63,748)
(Loss) on lease obligation retirement	-	(182,503)
Miscellaneous income	<u>9,153</u>	<u>91,159</u>
	<u>(167,641)</u>	<u>(273,565)</u>
INCOME BEFORE TAXES	1,179,144	1,258,567
Provision for state taxes	<u>58,566</u>	<u>52,351</u>
NET INCOME	1,120,578	1,206,216
BEGINNING PARTNERS' CAPITAL	5,551,757	4,790,206
Distributions	<u>(494,417)</u>	<u>(444,665)</u>
ENDING PARTNERS' CAPITAL	<u>\$ 6,177,918</u>	<u>\$ 5,551,757</u>

See notes to financial statements.

C.C. CARLTON INDUSTRIES, LTD.
STATEMENTS OF CASH FLOWS
For the years ended December 31, 2020 and 2019

	<u>2020</u>	<u>2019</u>
CASH FLOWS FROM OPERATING ACTIVITIES		
Net income	\$ 1,120,578	\$ 1,206,216
Depreciation	1,456,515	956,648
Accounts receivable	(6,955,125)	332,064
Gain on disposal of property and equipment	-	63,748
Contract assets	(736,041)	(514,900)
Accounts payable	8,662,902	2,360,301
Accrued expenses	109,888	(31,515)
Contract liabilities	(941,414)	(766,216)
NET CASH PROVIDED BY OPERATING ACTIVITIES	2,717,303	3,606,346
CASH FLOWS FROM INVESTING ACTIVITIES		
Proceeds from disposal of property and equipment	57,464	578,962
Issuance of note receivable	(280,704)	-
Repayment of note receivable	183,437	-
Issuance of line of credit - partner	(1,984,454)	-
Repayment of line of credit - partner	1,223,780	-
Purchase of property and equipment	(2,659,754)	(7,018,305)
NET CASH (USED) BY INVESTING ACTIVITIES	(3,460,231)	(6,439,343)
CASH FLOWS FROM FINANCING ACTIVITIES		
Proceeds from issuance of notes payable	41,519	5,028,741
(Repayments) on notes payable	(819,153)	(1,207,955)
(Repayments) on lines of credit, net	(1,700,341)	(799,659)
Proceeds from Payroll Protection Program note payable	3,869,600	-
Distributions	(494,417)	(444,665)
NET CASH PROVIDED BY FINANCING ACTIVITIES	897,208	2,576,462
INCREASE (DECREASE) IN CASH AND CASH EQUIVALENTS	154,280	(256,535)
CASH AND CASH EQUIVALENTS AT BEGINNING OF THE YEAR	26,441	282,976
CASH AND CASH EQUIVALENTS AT END OF YEAR	\$ 180,721	\$ 26,441

See notes to financial statements.

C.C. CARLTON INDUSTRIES, LTD.
STATEMENTS OF CASH FLOWS – continued
For the years ended December 31, 2020 and 2019

	<u>2020</u>	<u>2019</u>
SUPPLEMENTAL DISCLOSURES OF CASH FLOW INFORMATION:		
Cash paid during the year for:		
Interest	\$ 193,079	\$ 123,691
Taxes	\$ 61,500	\$ 29,988

See notes to financial statements.

C.C. CARLTON INDUSTRIES, LTD.
NOTES TO FINANCIAL STATEMENTS

NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Operations and Accounting

C.C. Carlton Industries, Ltd. (the "Partnership") is a Texas limited partnership. Carlton GP, LLC ("GP") is a Texas limited liability corporation and C.C. Carlton Construction of Austin, Inc. ("Construction") is an S-Corporation. Each own 1.737% general partner interests in the Partnership. The sole limited partner ("Limited Partner") owns a 96.526% interest in the Partnership and 100% of GP and Construction.

C.C. Carlton Industries, Ltd. is engaged in the construction of site utilities, roads, bridges, and concrete structures in Texas under fixed-price contracts with allowances for change orders. The lengths of the Partnership's contracts vary, typically lasting six months to two years. Contract-related items in the balance sheet are classified as current because they have realization and liquidation periods of less than one year.

Use of Estimates

The preparation of financial statements in conformity with generally accepted accounting principles in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Revenue Recognition

The Partnership follows the percentage-of-completion method of accounting for income from long-term construction contracts. The percentage-of-completion is computed using the cost-to-cost method. All costs identifiable to a job are charged to that job and include materials, direct labor and certain identifiable indirect costs. Progress billings and costs of contracts greater than the percentage completed are deferred and shown in the balance sheet in accordance with industry practices. When revised cost estimates indicate a loss on an individual contract, the total estimated loss is provided for currently in its entirety without regard to the percent complete.

Cash and Cash Equivalents

For purposes of the statements of cash flows, the Partnership considers cash and cash equivalents with original maturities of ninety days or less to be cash equivalents.

Accounts Receivable

Accounts receivable are based on contracted prices and consist primarily of job-related billings. The allowance for doubtful accounts is based upon a review of outstanding receivables, historical collection information, and existing economic conditions. Normal receivables are due thirty days after the date of the invoice with retentions due thirty days after completion of the project and acceptance by the owner. Management of the Partnership reviews collectability of aged accounts receivables on a periodic basis. When it is determined that an account becomes uncollectible, it is written off. Management considers all accounts to be collectible and therefore, has not established an allowance for doubtful accounts.

C.C. CARLTON INDUSTRIES, LTD.
NOTES TO FINANCIAL STATEMENTS

NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES – continued

Income Taxes

The Partnership has elected to be taxed as a partnership for federal income tax purposes. In lieu of federal corporate income taxes, the partners are taxed on the Partnership's results of operations. Accordingly, no provision or liability for federal income taxes has been recorded for the Partnership.

Management has considered the effect of any tax positions which could affect the future cash flows of the Partnership and does not anticipate any current or future adjustments to the Partnership's financial statements. Accordingly, the Partnership has not recorded any reserves for distributions to partners for taxes, interest, or penalties related to uncertain income tax positions for the year ended December 31, 2020 and 2019.

The State of Texas franchise tax is calculated based on the gross margin times the applicable state tax rate subject to certain provisions and adjustments.

Property and Equipment

Property and equipment are recorded at cost and are depreciated over their estimated useful lives using the straight-line method for financial reporting. Repairs and maintenance are charged to expenses as incurred. Renewals and betterments which add significantly to the utility or useful life of the asset are capitalized. Upon retirement or disposition of assets, related gains and losses are reflected in other income (expense). Construction in Progress consists of leasehold improvements for an upcoming office lease that has yet to be placed in service.

Categories of assets and their useful lives are as follows:

Construction equipment	5 to 10 years
Transportation equipment	5 to 7 years
Furniture and fixtures	5 to 7 years
Office equipment	5 to 7 years
Building	39 years

Long-lived assets held and used by the Partnership are reviewed for impairment whenever events or changes in circumstances indicate that the carrying amount of an asset may not be recoverable. In the event that facts and circumstances indicate that the cost of any long-lived assets may be impaired, an evaluation of recoverability would be performed.

Accrued Expenses

Accrued expenses consists of Texas franchise taxes payable, property taxes payable, and other miscellaneous accrued expenses.

C.C. CARLTON INDUSTRIES, LTD.
NOTES TO FINANCIAL STATEMENTS

NOTE B – CONTRACTS

For the years ended December 31, 2020 and 2019, the status of contracts is summarized as follows:

	<u>2020</u>	<u>2019</u>
Billings on contracts	\$ 123,262,635	\$ 109,873,400
Costs incurred on contracts	<u>112,816,188</u>	<u>98,855,066</u>
	10,446,447	11,018,334
Estimated earned income	<u>10,925,054</u>	<u>9,819,486</u>
	<u>\$ (478,607)</u>	<u>\$ 1,198,848</u>
Classified as:		
Contract assets	\$ (2,159,371)	\$ (1,423,330)
Contract liabilities	<u>1,680,764</u>	<u>2,622,178</u>
	<u>\$ (478,607)</u>	<u>\$ 1,198,848</u>

NOTE C – LEASES

The Partnership leases office, storage, and construction equipment under operating leases expiring at various dates throughout 2023. Rent expense under these leases was \$1,926,763 and \$2,501,603 for the years ended December 31, 2020 and 2019, respectively, and is included in costs of contracts and selling, general and administrative expenses on the accompanying statements of income and changes in partners' capital.

At December 31, 2020, future minimum lease payments for the remaining lease terms are as follows:

2021	\$ 2,058,529
2022	1,815,857
2023	1,096,054
2024	309,259
2025	<u>306,981</u>
	<u>\$ 5,586,680</u>

NOTE D – LINES OF CREDIT

The Partnership maintains a revolving line of credit agreement with Peoples United Equipment Finance Corp. with a maturity of August 5, 2023. During the year ended the December 31, 2020, the lines availability was increased to \$3,645,000. The lines availability is reduced by the monthly required minimum principal payments of \$101,250. Interest is due in monthly payments. At December 31, 2020 and 2019, the principal balance outstanding was \$1,500,000 and \$1,722,236, respectively, with an available balance to borrow of \$1,740,000 and \$493,382, respectively.

C.C. CARLTON INDUSTRIES, LTD.
NOTES TO FINANCIAL STATEMENTS

NOTE D – LINES OF CREDIT – continued

The Partnership maintains a \$4,000,000 revolving line of credit with First United Bank and Trust Co with a maturity of September 12, 2022, with interest based on a floating rate indexed to the Wall Street Journal's prime rate plus 0.50%, subject to certain restrictive covenants. At December 31, 2020 and 2019, the principal balance outstanding was \$0 and \$1,478,105, with \$4,000,000 and \$2,521,895 available to borrow, respectively. As of December 31, 2020, First United Bank and Trust Co waived and reaffirmed all covenant violations.

At December 31, 2020, required future minimum principal payments for the reducing line of credit are as follows:

2020	\$	-
2021		690,000
2022		708,750
2023		101,250
		<u>1,500,000</u>
	\$	<u>1,500,000</u>

NOTE E – CONCENTRATION OF CREDIT RISK AND SIGNIFICANT CUSTOMERS

At December 31, 2019, two customers represented approximately 22% of the Partnership's accounts receivable and one customer accounted for approximately 11% of the Partnership's revenue.

At December 31, 2020, one customer represented approximately 10% of the Partnership's accounts receivable and two customers accounted for approximately 33% of the Partnership's revenue.

NOTE F – DEBT

As of December 31, 2020 and 2019, the Company had the following notes payable.

	2020	2019
Note payable to Komatsu Financial, due in monthly installments of \$3,892, at 0.00% interest, maturing March 2020, secured by certain assets of the Company. Note was paid in full during the year ended December 31, 2020.	\$ -	\$ 11,675
Note payable to Volvo Financial Services, due in monthly installments of \$6,418, at 1.29% interest, maturing May 2020, secured by certain assets of the Company. Note was paid in full during the year ended December 31, 2020.	-	31,988
Note payable to Komatsu Financial, due in monthly installments of \$2,748, at 4.40% interest, maturing September 2021, secured by certain equipment of the Company.	88,004	116,427
Note payable to Caterpillar Financial, due in monthly installments of \$4,866 at 4.75% interest, maturing August 2022, secured by certain equipment of the Company.	89,000	141,864

C.C. CARLTON INDUSTRIES, LTD.
NOTES TO FINANCIAL STATEMENTS

NOTE F – DEBT – continued

	<u>2020</u>	<u>2019</u>
Note payable to Caterpillar Financial, due in monthly installments of \$4,857 at 4.75% interest, maturing October 2021, secured by certain equipment of the Company.	\$ 42,888	\$ 97,750
Note payable to Volvo Financial Services, due in monthly installments of \$75,790, at 0.00% interest, maturing May 2024, secured by certain equipment of the Company.	3,224,857	3,637,907
Note payable to Volvo Financial Services, due in monthly installments of \$1,627, at 0.00% interest, maturing July 2022, secured by certain equipment of the Company.	35,788	50,429
Note payable to Volvo Financial Services, due in monthly installments of \$1,627, at 0.00% interest, maturing July 2022, secured by certain equipment of the Company.	35,788	50,429
Note payable to Volvo Financial Services, due in monthly installments of \$4,866, at 0.00% interest, maturing October 2021, secured by certain equipment of the Company.	63,257	107,050
Note payable to Advance Acceptance, due in monthly installments of \$3,942, at 0.00% interest, maturing September 2021, secured by certain equipment of the Company.	27,028	76,081
Note payable to Volvo Financial Services, due in monthly installments of \$7,239, at 0.00% interest, maturing December 2022, secured by certain equipment of the Company.	173,727	260,590
Note payable to Wells Fargo Finance, Manufacturer Services Group, due in monthly installments of \$1,730, at 0.00% interest, maturing January 2022, secured by certain equipment of the Company.	<u>24,219</u>	<u>-</u>
	3,804,556	4,582,190
	<u>(1,259,921)</u>	<u>(1,258,600)</u>
Less current portion	<u>\$ 2,544,635</u>	<u>\$ 3,323,590</u>

C.C. CARLTON INDUSTRIES, LTD.
NOTES TO FINANCIAL STATEMENTS

NOTE F – DEBT – continued

Future maturities of long-term debt for the years following December 31, 2020 are as follows:

2021	\$ 1,259,921
2022	987,152
2023	833,687
2024	<u>723,796</u>
	<u>\$ 3,804,556</u>

NOTE G – PAYROLL PROTECTION PROGRAM NOTE PAYABLE

During the year ended December 31, 2020, the Partnership (the “Borrower”) was granted a loan (the “Loan”) from Prosperity Bank, in the aggregate amount of \$3,869,600, pursuant to the Paycheck Protection Program (the “PPP”) under Division A, Title 1 of the CARES Act, which was enacted March 27, 2020.

The Loan which was in the form of a note dated April 15, 2020 issued to the Borrower, has a max interest rate of 1%, and a maturity date of April 2022. The Note may be prepaid by the Borrower at any time prior to maturity with no prepayment penalties. Funds from the Loan may only be used for payroll costs, costs used to continue group health care benefits, mortgage payments, rent, utilities, and interest on other debt obligations incurred up to 24 weeks after receiving the loan or December 31, 2020, whichever is first. The Borrower used the entire Loan amount for qualifying expenses. Under the terms of the PPP, certain amounts of the Loan may be forgiven if they are used for qualifying expenses as described in the CARES Act.

In accordance with ASC 450-30 Gain Contingencies; loans that are expected to be forgiven must be initially recorded as a liability. Only when the loan is officially forgiven will any gain be recognized. As of December 31, 2020, the Company has not applied for forgiveness.

NOTE H – LINE OF CREDIT RECEIVABLE – PARTNER

During the year ended December 31, 2020, the partnership entered into a line of credit agreement with one partner. The line has a maximum amount available to borrow of \$1,500,000 with a due date of December 31, 2020. The line of credit accrues interest at a rate of 1.60% with the rate increasing to 5.0% on matured balances. As of December 31, 2020, the outstanding balance including principle and accrued interest amounted to \$760,674.

NOTE I – NOTE RECEIVABLE

The Company entered into a note receivable agreement with one customer during the year ended December 31, 2020 in the amount of \$280,704, with a stated interest rate of 10.0%, and a due date of March of 2021. The line calls for monthly payments of \$29,825. As of December 31, 2020, the outstanding balance including principle and accrued interest amounted to \$97,267. Subsequent to year end the balance was paid in full.

NOTE J – SUBSEQUENT EVENTS

Management has evaluated subsequent events through April 27, 2021, the date the financial statements were available to be issued. Management concluded that there were no material subsequent events which required additional disclosure in these financial statements.

SUPPLEMENTARY INFORMATION

C.C. CARLTON INDUSTRIES, LTD.
SCHEDULE OF COMPLETED CONTRACTS
For the year ended December 31, 2020

Job Name	Contract Amount	Estimated Job Cost	Estimated Profit	Billing to Date	Prior Years Billings	Current Year Billings	Job Cost to Date	Prior Years Job Cost	Current Job Cost	Percent Complete	Earned to Date	Prior Years Earned	Current Years	Contract Assets	Contract Liabilities
PROVENCE	\$ 8,683,808	\$ 8,395,158	\$ 288,650	\$ 8,683,808	\$ 8,651,502	\$ 30,306	\$ 8,395,158	\$ 8,395,158	\$ -	100.00%	\$ 288,650	\$ 288,344	\$ 30,306	\$ -	\$ -
MARAVILLA AT THE DOMAIN	338,691	293,399	45,292	338,691	351,080	(12,389)	293,399	293,399	-	100.00%	45,292	51,661	(12,369)	-	-
SWEETWATER PHASE 1	3,765,951	3,580,696	185,255	3,765,951	3,773,670	(7,719)	3,580,696	3,580,696	-	100.00%	185,255	192,974	(7,719)	-	-
HEADWATER PHASE 2	775,566	598,540	177,026	775,566	771,070	4,496	598,540	613,979	(15,439)	100.00%	177,026	157,091	19,935	-	-
LAKEBROOK WATERLINE CONNECTION	633,509	417,846	215,663	633,509	4,502,745	633,509	417,846	4,116,608	(43,518)	100.00%	215,663	407,137	31,631	-	-
VILLAGE AT NORTH TOWN III PAULX	4,511,858	4,073,090	438,768	4,511,858	10,574,978	860,533	9,674,447	8,880,547	793,900	100.00%	438,768	1,694,431	64,653	-	-
HUTTO COOP	11,455,531	15,388,059	1,761,084	16,156,977	16,083,953	73,024	15,388,059	14,555,978	832,072	100.00%	1,761,084	1,527,975	23,877	-	-
TRAVISISO PHASE 3 SEC. 1, 3, & NAMELESS BAR W	16,156,977	6,331,744	768,927	6,975,282	6,774,003	201,279	6,331,744	6,164,342	167,402	100.00%	768,927	563,302	59,216	-	-
HEADWATERS 3 & 4	9,180,299	8,557,181	623,118	9,180,299	9,056,892	143,407	8,557,181	8,473,590	83,591	100.00%	623,118	45,458	94,420	-	-
WEST 6TH STREET BILTON	968,029	829,151	139,878	968,029	454,579	513,450	829,151	9,259,770	87,868	100.00%	139,878	915,802	(32,287)	-	-
WATER OAK 4-1 & 2	10,231,153	9,347,638	883,515	10,231,153	10,175,572	55,581	9,347,638	389,262	5,443	100.00%	883,515	74,145	(4,665)	-	-
GREAT HILL COUNTRY CLUB	464,485	394,705	69,780	464,485	463,407	1,078	394,705	7,401,984	3,891,158	100.00%	69,780	1,009,361	176,357	-	-
BRTGADA PHASE 4	12,478,860	11,293,142	1,185,718	12,478,860	8,411,345	4,067,515	11,293,142	8,128,718	3,746,474	100.00%	1,185,718	1,276,054	2,815	-	-
BIG SECY RANCH	13,096,059	11,877,182	1,218,867	13,096,059	9,344,772	3,751,287	11,877,182	6,018,950	2,376,426	100.00%	1,218,867	686,772	(623,853)	-	-
WHISPERR VALLEY PHASE 2	8,440,295	8,395,576	44,919	8,440,295	6,687,722	1,752,573	8,395,576	1,605,965	1,900,661	100.00%	44,919	283,406	206,581	-	-
ENCILAVE AT ESTANCA FHS	3,996,613	3,506,626	489,987	3,996,613	1,889,571	2,107,242	3,506,626	2,332,151	1,352,692	100.00%	489,987	(246,865)	-	-	-
PROVENCE PHAS 1 SECTION 2	3,771,142	2,965,504	805,638	3,771,142	2,665,315	1,105,827	2,965,504	874,483	2,091,021	100.00%	805,638	130,670	157,572	-	-
LIBERTY HILL ESTATES	3,253,746	2,965,504	288,242	3,253,746	4,088,265	310,182	2,965,504	3,473,025	406,943	100.00%	288,242	613,240	(95,661)	-	-
MANSONS AT ONION CREEK	4,398,447	3,881,908	516,479	4,398,447	122,589	2,567,898	3,881,908	122,589	2,183,013	100.00%	516,479	394,885	394,885	-	-
BRYSSON 4-4	2,690,487	2,305,602	384,885	2,690,487	3,501,976	2,988,715	2,305,602	2,841,286	354,595	100.00%	384,885	173,146	173,146	-	-
FRONTIER - A/W TX NEW PLANT	3,699,438	2,968,742	660,696	3,699,438	147,429	2,988,715	2,968,742	147,429	193,432	100.00%	660,696	40,757	40,757	-	-
AVEN RIDGE APARTMENTS	527,741	354,495	173,246	527,741	234,189	294,189	354,495	-	193,432	100.00%	173,246	-	-	-	-
SOUTHTON SECTION 1	224,189	404,750	(180,561)	224,189	185,701	138,488	404,750	-	(299,089)	100.00%	40,757	(299,089)	-	-	-
CLOSED JOBS	185,701	484,750	(299,049)	185,701	-	-	484,750	-	-	100.00%	(299,049)	-	-	-	-
Total Completed Contracts	\$130,843,857	\$119,812,417	\$ 11,031,440	\$130,843,857	\$105,098,392	\$ 24,845,465	\$119,812,390	\$ 95,239,744	\$ 24,572,646	100.00%	\$ 11,031,434	\$ 10,758,648	\$ 272,786	\$ -	\$ -

See independent auditors' report on supplementary information.

C.C. CARLTON INDUSTRIES, LTD.
SCHEDULE OF CONTRACTS IN PROGRESS
For the year ended December 31, 2020

Job Name	Contract Amount	Estimated Job Cost	Estimated Profit	Billings to Date	Prior Years Billings	Current Year Billings	Job Cost to Date	Prior Job Cost	Current Year Cost	Percent Complete	Earned Income to Date	Prior Years Earned Income	Current Years Earned Income	Contract Assets	Contract Liabilities
BISH FISH SHOPPING CENTER	\$ 2,001,251	\$ 1,706,026	\$ 314,625	\$ 2,004,844	\$ 1,914,048	\$ 130,796	\$ 1,675,107	\$ 1,560,519	\$ 105,588	98.15%	\$ 367,706	\$ 344,529	\$ 23,177	\$ -	\$ 2,031
SAN GABRIEL PARKWAY PHASE 1	3,208,509	3,321,221	(112,312)	3,207,609	2,768,975	438,634	3,272,918	2,492,077	787,061	98.73%	(112,312)	276,898	(389,210)	-	40,805
5TH GENERATION OFFSITE WATER	5,108,432	4,313,631	883,801	5,100,435	3,656,338	1,444,097	4,198,210	2,969,070	1,230,440	97.30%	839,935	727,268	112,667	-	41,990
THE LEGACY AT SAINT JOHN (SANTA RITA)	2,122,091	1,729,504	392,587	2,122,091	1,597,648	524,443	1,722,115	1,198,236	523,879	99.57%	390,910	399,412	(8,502)	-	9,066
NORTH BLUFF 3	1,180,899	1,003,764	177,135	1,180,899	1,068,522	112,377	679,635	609,475	70,123	97.47%	172,653	160,276	12,375	-	29,879
ESTANCA CONDOS	6,849,464	6,164,517	684,947	6,849,464	102,569	6,746,895	6,090,475	102,569	5,987,906	98.80%	676,720	582,576	94,144	-	82,269
BOULDER CREEK COMMONS	8,309,040	7,801,808	507,232	8,307,341	1,643,428	6,663,913	7,739,946	1,479,085	6,260,861	99.21%	582,576	47,304	535,272	-	5,220
EASTSIDE MEMORIAL HIGH SCHOOL	680,997	683,327	(2,330)	680,997	983,594	(63,218)	831,074	834,055	(2,981)	74.79%	47,304	147,539	(92,341)	-	-
CRENSHIDE APARTMENTS	1,007,231	906,778	100,453	922,420	983,594	(61,174)	346,148	104,272	243,876	71.42%	171,327	166,504	4,823	-	300,274
INDIAN HILLS CORPORATE PARK (CENTERS)	13,243,715	11,588,251	1,655,464	9,327,627	2,292,248	8,276,191	8,276,191	2,292,248	5,904,943	91.04%	191,327	174,329	16,998	-	21,272
TRAVIS VISO PH 3 SECTION 1	7,005,106	6,794,955	210,153	6,677,838	1,280,797	4,183,493	4,009,089	1,114,293	5,071,944	95.02%	40,496	(53,065)	31,488	-	-
RESERVE AT WYOMING SPRINGS	4,261,857	4,219,238	42,619	4,261,857	78,364	4,183,493	1,354,019	372,988	981,031	92.99%	71,263	124,329	(53,065)	-	-
PENN PLACE PH 1	1,592,755	1,466,118	126,637	1,397,847	497,317	900,530	543,276	448,812	94,764	94.72%	181,092	149,604	31,488	-	33,766
SAM GARAGE	764,784	573,588	191,196	758,134	598,416	159,718	456,752	3,762	452,990	92.30%	152,251	-	-	-	1,512
MANICACCA LAND DEVELOPMENT	68,415	403,811	(164,804)	11,853,004	127,876	11,731,128	10,366,673	149,146	11,681,881	96.59%	1,811,766	-	-	-	-
ANTHONY	13,290,022	11,296,519	1,993,503	13,325,092	146,146	13,178,946	11,831,027	1,187,971	11,650,056	88.91%	2,253,529	-	-	-	-
TRAVIS VISO 3 - 6 & 8	14,588,287	12,354,161	2,234,126	5,535,995	-	5,535,995	4,992,192	-	4,992,192	88.91%	1,811,766	-	-	-	-
HEADWATERS 4 - 2, 3, 4, 5, & 6	11,815,835	10,338,856	1,476,979	13,325,092	-	13,325,092	12,354,161	-	11,127	91.47%	864,456	-	-	-	-
COTTONWOOD CREEK PH1	7,963,760	7,087,746	876,014	7,963,760	-	7,963,760	7,087,746	-	876,014	88.91%	1,811,766	-	-	-	-
BERRY CREEK	775,068	736,314	38,754	300,189	-	300,189	217,107	-	217,107	67.51%	164,344	-	-	-	-
CLEAR CREEK RANCH	5,652,765	5,257,072	395,693	4,059,715	-	4,059,715	3,864,232	-	3,864,232	73.41%	290,856	-	-	-	-
MEYER RANCH	9,757,941	8,001,620	1,756,321	3,581,126	-	3,581,126	2,832,544	-	2,832,544	73.41%	290,856	-	-	-	-
PARK VILLAGE	4,347,484	3,782,311	565,173	4,206,926	-	4,206,926	3,673,907	-	3,673,907	85.13%	548,975	-	-	-	-
BONNET TRACT	1,831,825	1,465,460	366,365	1,590,705	-	1,590,705	1,099,001	-	1,099,001	74.99%	274,750	-	-	-	-
CIELO APARTMENTS	6,279,549	5,651,994	627,555	2,619,790	-	2,619,790	2,460,243	-	2,460,243	43.53%	273,540	-	-	-	-
BIG SKY RANCH PHASE 2	1,367,163	1,162,089	205,074	876,100	-	876,100	550,010	-	550,010	62.75%	91,770	-	-	-	-
BRYSON 2 - 3	3,309,265	2,812,873	496,390	686,747	-	686,747	555,038	-	555,038	19.77%	98,124	-	-	-	-
VILLAGE AT SPANISH OAKS	3,941,177	3,508,041	433,136	786,611	-	786,611	789,955	-	789,955	22.52%	97,533	-	-	-	-
BAR W WEST PHASE 4	2,033,732	1,605,086	428,646	464,032	-	464,032	435,912	-	435,912	26.79%	108,978	-	-	-	-
MEDOCORE SENIOR LIVING	1,990,200	1,691,670	298,530	306,275	-	306,275	329,789	-	329,789	19.49%	58,198	-	-	-	-
PELUGERVILLE FARMS	130,280	91,195	39,084	71,500	-	71,500	104,074	-	104,074	81.14%	32,495	-	-	-	-
CROSSVINE MILLS	429,944	87,989	341,955	569,769	-	569,769	806,085	-	806,085	30.26%	26,019	-	-	-	-
PARK VILLAGE AMENITY CENTER	9,265,276	8,709,560	555,716	569,769	-	569,769	47,599	-	47,599	99.16%	11,900	-	-	-	-
BERRY CREEK IB	40,000	12,000	28,000	-	-	-	-	-	-	-	-	-	-	-	-
AUSTIN HIGH SCHOOL	161,238,382	144,276,914	18,951,468	115,273,370	16,856,167	98,417,203	102,412,977	14,169,395	88,253,442	-	13,339,040	2,686,772	10,652,268	2,159,371	1,680,764
Total Contracts in Progress	\$294,072,239	\$266,089,331	\$28,982,908	\$246,117,194	\$122,854,559	\$123,262,635	\$222,225,327	\$109,409,139	\$112,816,188	-	\$ 243,706,474	\$ 13,445,400	\$ 100,210,064	\$ 2,159,371	\$ 1,680,764
Total All Contracts															

See independent auditors' report on supplementary information.

C.C. CARLTON INDUSTRIES, LTD
AUSTIN, TEXAS

FINANCIAL STATEMENTS
AND SUPPLEMENTARY INFORMATION
December 31, 2019 and 2018

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Van Houten & Associates, PC
CERTIFIED PUBLIC ACCOUNTANTS

INDEPENDENT AUDITORS' REPORT

To the Partners
C.C. Carlton Industries, LTD
Austin, Texas

We have audited the accompanying financial statements of C.C. Carlton Industries, LTD, which comprise the balance sheets as of December 31, 2019 and 2018, and the related statements of income and changes in partners' capital, and cash flows for the years then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America, this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditors' Responsibility

Our responsibility is to express an opinion on these financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditors' judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of C.C. Carlton Industries, LTD as of December 31, 2019 and 2018, and the results of its operations and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Report on Supplementary Information

Our audits were conducted for the purpose of forming an opinion on the financial statements as a whole. The schedules of completed and in progress contracts are presented for purposes of additional analysis and are not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the financial statements as a whole.

Van Houten; Associates, PC

Round Rock, Texas
April 3, 2020

C.C. CARLTON INDUSTRIES, LTD
BALANCE SHEETS
December 31, 2019 and 2018

	<u>2019</u>	<u>2018</u>
ASSETS		
CURRENT ASSETS		
Cash and cash equivalents	\$ 26,441	\$ 282,976
Accounts receivable		
Contracts receivable	10,844,625	12,428,932
Retainage receivable	<u>9,953,034</u>	<u>8,700,791</u>
	20,797,659	21,129,723
 Contract assets	 <u>1,423,330</u>	 <u>908,430</u>
 TOTAL CURRENT ASSETS	 22,247,430	 22,321,129
 PROPERTY AND EQUIPMENT		
Construction equipment	10,298,462	4,584,649
Transportation equipment	1,149,249	840,162
Furniture and fixtures	28,799	28,799
Office equipment	255,390	126,614
Building	<u>481,147</u>	<u>481,147</u>
	12,213,047	6,061,371
Less accumulated depreciation	<u>(3,171,452)</u>	<u>(2,438,723)</u>
	9,041,595	3,622,648
 TOTAL ASSETS	 <u>\$ 31,289,025</u>	 <u>\$ 25,943,777</u>

See notes to financial statements.

	<u>2019</u>	<u>2018</u>
LIABILITIES AND PARTNERS' CAPITAL		
CURRENT LIABILITIES		
Accounts payable		
Trade	\$ 10,269,904	\$ 8,866,245
Retainage	<u>5,036,131</u>	<u>4,079,489</u>
	15,306,035	12,945,734
Accrued expenses	26,524	58,039
Lines of credit	2,144,777	4,000,000
Notes payable - current portion	1,258,600	598,442
Contract liabilities	<u>2,622,178</u>	<u>3,388,394</u>
TOTAL CURRENT LIABILITIES	21,358,114	20,990,609
Notes payable	3,323,590	162,962
Lines of credit - non current	1,055,564	-
PARTNERS' CAPITAL	<u>5,551,757</u>	<u>4,790,206</u>
TOTAL LIABILITIES AND PARTNERS' CAPITAL	<u>\$ 31,289,025</u>	<u>\$ 25,943,777</u>

C.C. CARLTON INDUSTRIES, LTD
STATEMENTS OF INCOME AND CHANGES IN PARTNERS' CAPITAL
For the years ended December 31, 2019 and 2018

	2019	2018
INCOME		
Revenue from contracts	\$ 108,674,552	\$ 93,259,774
Cost of contracts	<u>98,855,066</u>	<u>87,075,254</u>
	9,819,486	6,184,520
OPERATING EXPENSES		
General and administrative expenses	<u>8,287,354</u>	<u>5,935,020</u>
INCOME FROM OPERATIONS	1,532,132	249,500
OTHER INCOME (EXPENSES)		
Interest expense	(118,473)	(82,915)
(Loss) on disposal of property and equipment	(63,748)	-
(Loss) on lease obligation retirement	(182,503)	-
Miscellaneous income	91,159	55,402
Miscellaneous expense	<u>-</u>	<u>(3,650)</u>
	(273,565)	(31,163)
INCOME BEFORE TAXES	1,258,567	218,337
Provision for state taxes	<u>52,351</u>	<u>36,030</u>
NET INCOME	1,206,216	182,307
BEGINNING PARTNERS' CAPITAL	4,790,206	5,384,064
Distributions	<u>(444,665)</u>	<u>(776,165)</u>
ENDING PARTNERS' CAPITAL	<u>\$ 5,551,757</u>	<u>\$ 4,790,206</u>

See notes to financial statements.

C.C. CARLTON INDUSTRIES, LTD
STATEMENTS OF CASH FLOWS
For the years ended December 31, 2019 and 2018

	2019	2018
CASH FLOWS FROM OPERATING ACTIVITIES		
Net income	\$ 1,206,216	\$ 182,307
Depreciation	956,648	502,699
Accounts receivable	332,064	(7,796,767)
(Loss) on disposal of property and equipment	63,748	-
Contract assets	(514,900)	48,672
Accounts payable	2,360,301	5,206,766
Accrued expenses	(31,515)	(252,865)
Contract liabilities	(766,216)	1,636,443
NET CASH PROVIDED (USED) BY OPERATING ACTIVITIES	3,606,346	(472,745)
CASH FLOWS FROM INVESTING ACTIVITIES		
Proceeds from disposal of property and equipment	578,962	-
Purchase of property and equipment	(7,018,305)	(1,622,194)
NET CASH (USED) BY INVESTING ACTIVITIES	(6,439,343)	(1,622,194)
CASH FLOWS FROM FINANCING ACTIVITIES		
Proceeds from issuance of notes payable	5,028,741	998,286
Repayments on notes payable	(1,207,955)	(528,088)
Proceeds (repayments) on lines of credit, net	(799,659)	2,079,747
Distributions	(444,665)	(776,165)
Proceeds from sale of certificates of deposit	-	201,347
NET CASH PROVIDED BY FINANCING ACTIVITIES	2,576,462	1,975,127
(DECREASE) IN CASH AND CASH EQUIVALENTS	(256,535)	(119,812)
CASH AND CASH EQUIVALENTS AT BEGINNING OF THE YEAR	282,976	402,788
CASH AND CASH EQUIVALENTS AT END OF YEAR	\$ 26,441	\$ 282,976

See notes to financial statements.

C.C. CARLTON INDUSTRIES, LTD
STATEMENTS OF CASH FLOWS – continued
For the years ended December 31, 2019 and 2018

	<u>2019</u>	<u>2018</u>
SUPPLEMENTAL DISCLOSURES OF CASH FLOW INFORMATION:		
Cash paid during the year for:		
Interest	\$ 123,691	\$ 70,550
Taxes	\$ 29,988	\$ 30,462

See notes to financial statements.

C.C. CARLTON INDUSTRIES, LTD
NOTES TO FINANCIAL STATEMENTS

NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Operations and Accounting

C.C. Carlton Industries, LTD (the “Partnership”) is a Texas limited partnership. Carlton GP, LLC (“GP”), a Texas limited liability corporation; and C.C. Carlton Construction of Austin, Inc. (“Construction”), an S-Corporation. Each own 1.737% general partner interests in the Partnership. The sole limited partner (“Limited Partner”) owns a 96.526% interest in the Partnership and 100% of GP and Construction.

C.C. Carlton Industries, LTD is engaged in the construction of site utilities, roads, bridges, and concrete structures in Texas under fixed-price contracts with allowances for change orders. The lengths of the Partnership’s contracts vary, typically lasting six months to two years. Contract-related items in the balance sheet are classified as current because they have realization and liquidation periods of less than one year.

Use of Estimates

The preparation of financial statements in conformity with generally accepted accounting principles in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Revenue Recognition

The Partnership follows the percentage-of-completion method of accounting for income from long-term construction contracts. The percentage-of-completion is computed using the cost-to-cost method. All costs identifiable to a job are charged to that job and include materials, direct labor and certain identifiable indirect costs. Progress billings and costs of contracts greater than the percentage completed are deferred and shown in the balance sheet in accordance with industry practices. When revised cost estimates indicate a loss on an individual contract, the total estimated loss is provided for currently in its entirety without regard to the percent complete.

There have been no significant changes to the timing of the Company’s revenue recognition as a result of the adoption of ASU 2014-09, “Revenue from Contracts with Customers” (Accounting Standards Codification Topic 606). This standard was adopted using the cumulative effect transition approach; however, because there was no change in the identified performance obligations under Topic 606 compared with the identification of deliverables and separate units of account under previous guidance (Topic 605), the amount and timing of our revenues remain materially unchanged.

Cash and Cash Equivalents

For purposes of the statements of cash flows, the Partnership considers cash and cash equivalents with original maturities of ninety days or less to be cash equivalents.

C.C. CARLTON INDUSTRIES, LTD
NOTES TO FINANCIAL STATEMENTS

NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES – continued

Accounts Receivable

Accounts receivable are based on contracted prices and consist primarily of job-related billings. The allowance for doubtful accounts is based upon a review of outstanding receivables, historical collection information, and existing economic conditions. Normal receivables are due thirty days after the date of the invoice with retentions due thirty days after completion of the project and acceptance by the owner. Management of the Partnership reviews collectability of aged accounts receivables on a periodic basis. When it is determined that an account becomes uncollectible, it is written off. Management considers all accounts to be collectible and therefore, has not established an allowance for doubtful accounts.

Income Taxes

The Partnership has elected to be taxed as a partnership for federal income tax purposes. In lieu of federal corporate income taxes, the partners are taxed on the Partnership's results of operations. Accordingly, no provision or liability for federal income taxes has been recorded for the Partnership.

Management has considered the effect of any tax positions which could affect the future cash flows of the Partnership and does not anticipate any current or future adjustments to the Partnership's financial statements. Accordingly, the Partnership has not recorded any reserves for distributions to partners for taxes, interest or penalties related to uncertain income tax positions for the year ended December 31, 2019 and 2018.

The State of Texas franchise tax is calculated based on the gross margin times the applicable state tax rate subject to certain provisions and adjustments.

Property and Equipment

Property and equipment are recorded at cost and are depreciated over their estimated useful lives using the straight-line method for financial reporting. Repairs and maintenance are charged to expenses as incurred. Renewals and betterments which add significantly to the utility or useful life of the asset are capitalized. Upon retirement or disposition of assets, related gains and losses are reflected in other income (expense).

Categories of assets and their useful lives are as follows:

Construction equipment	5 to 10 years
Transportation equipment	5 to 7 years
Furniture and fixtures	5 to 7 years
Office equipment	5 to 7 years
Building	39 years

Long-lived assets held and used by the Partnership are reviewed for impairment whenever events or changes in circumstances indicate that the carrying amount of an asset may not be recoverable. In the event that facts and circumstances indicate that the cost of any long-lived assets may be impaired, an evaluation of recoverability would be performed.

Accrued Expenses

Accrued expenses consists of Texas franchise taxes payable, and property taxes payable.

C.C. CARLTON INDUSTRIES, LTD
NOTES TO FINANCIAL STATEMENTS

NOTE B – CONTRACTS

For the years ended December 31, 2019 and 2018, the status of contracts is summarized as follows:

	<u>2019</u>	<u>2018</u>
Billings on contracts	\$ 109,873,400	\$ 95,739,738
Costs incurred on contracts	<u>98,855,066</u>	<u>87,075,254</u>
	11,018,334	8,664,484
Estimated earned income	<u>9,819,486</u>	<u>6,184,520</u>
	<u>\$ 1,198,848</u>	<u>\$ 2,479,964</u>
Classified as:		
Contract assets	\$ (1,423,330)	\$ (908,430)
Contract liabilities	<u>2,622,178</u>	<u>3,388,394</u>
	<u>\$ 1,198,848</u>	<u>\$ 2,479,964</u>

NOTE C – LEASES

The Partnership leases office, storage, and construction equipment under operating leases expiring at various dates through 2023. Rent expense under these leases was \$2,501,603 and \$3,436,989 for the years ended December 31, 2019 and 2018, respectively, and is included in costs of contracts and selling, general and administrative expenses on the accompanying statements of income and changes in partners' capital.

At December 31, 2019, future minimum lease payments for the remaining lease terms are as follows:

2020	\$ 1,541,966
2021	733,075
2022	402,638
2023	<u>74,847</u>
	<u>\$ 2,752,526</u>

NOTE D – LINES OF CREDIT

The Partnership maintained a \$1,000,000 revolving line of credit agreement with First State Bank Central Texas which matured on April 20, 2019, with interest based on a floating rate indexed to the Wall Street Journal's prime rate plus 1.5% limited to no less than 6%. As of December 31, 2019, the line of credit has not been renewed. As of December 31, 2018, the outstanding balance was \$0 with \$1,000,000 available for borrowing.

The Partnership maintained a \$1,000,025 revolving line of credit agreement with First State Bank Central Texas with a maturity date of April 11, 2019, with interest based on a floating rate indexed to the Wall Street Journal's prime rate plus 1.5% limited to not less than 6%. As of December 31, 2019, the line of credit has not been renewed. As of December 31, 2018, the outstanding balance was \$0 with \$1,000,025 available for borrowing.

The Partnership maintains a revolving line of credit agreement with Peoples United Equipment Finance Corp. with a maturity date of July 10, 2022. During the year ended the December 31, 2019, the lines availability was increased

C.C. CARLTON INDUSTRIES, LTD
NOTES TO FINANCIAL STATEMENTS

NOTE D – LINES OF CREDIT – continued

to \$2,000,016. The lines availability is reduced by the monthly required minimum principal payments of \$55,556. Interest is due in monthly payments. At December 31, 2019 and 2018, the principal balance outstanding was \$1,722,236 and \$0, respectively with an available balance to borrow of \$0 and \$493,382, respectively.

During the year ended December 31, 2018, the Partnership acquired a \$4,000,000 revolving line of credit with First United Bank and Trust Co with a maturity of January 12, 2021, with interest based on a floating rate indexed to the Wall Street Journal's prime rate plus 0.50% subject to certain restrictive covenants. At December 31, 2019 and 2018, the principal balance outstanding was \$1,478,105 and \$4,000,000 with \$2,521,895 and \$0 available to borrow, respectively. As of December 31, 2019, First United Bank and Trust Co waived and reaffirmed all covenant violations.

At December 31, 2019, required future minimum principle payments for the reducing line of credit are as follows:

2020	\$ 666,672
2021	666,672
2022	<u>388,892</u>
	<u>\$ 1,722,236</u>

NOTE E – CONCENTRATION OF CREDIT RISK AND SIGNIFICANT CUSTOMERS

At December 31, 2019, two customers represented approximately 22% of the Partnership's accounts receivable and one customer accounted for approximately 11% of the Partnership's revenue.

At December 31, 2018, one customer represented approximately 13% of the Partnership's accounts receivable and one customer accounted for approximately 10% of the Partnership's revenue.

NOTE F – DEBT

As of December 31, 2019 and 2018, the Company had the following notes payable.

	<u>2019</u>	<u>2018</u>
Note payable to Komatsu Financial, due in monthly installments of \$3,892, at 0.00% interest, maturing March, 2020, secured by certain assets of the Company.	\$ 11,675	\$ 58,377
Note payable to Volvo Financial Services, due in monthly installments of \$6,418, at 1.29% interest, maturing May, 2020, secured by certain equipment of the Company.	31,988	108,061

C.C. CARLTON INDUSTRIES, LTD
NOTES TO FINANCIAL STATEMENTS

NOTE F – DEBT – continued

	<u>2019</u>	<u>2018</u>
Note payable to Caterpillar Financial, due in monthly installments of \$24,133 at 5.15% interest, maturing July, 2019, secured by certain equipment of the Company. Note was paid in full during the year ended December 31, 2019.	\$ -	\$ 119,450
Note payable to Caterpillar Financial, due in monthly installments of \$26,438 at 5.15% interest, maturing August, 2019, secured by certain equipment of the Company. Note was paid in full during the year ended December 31, 2019.	-	156,720
Note payable to Caterpillar Financial, due in monthly installments of \$21,899 at 5.15% interest, maturing September, 2019, secured by certain equipment of the Company. Note was paid in full during the year ended December 31, 2019.	-	172,296
Note payable to Komatsu Financial, due in monthly installments of \$2,748, at 4.40% interest, maturing September, 2021, secured by certain equipment of the Company.	116,427	146,500
Note payable to Caterpillar Financial, due in monthly installments of \$4,866 at 4.75% interest, maturing August, 2022, secured by certain equipment of the Company.	141,864	-
Note payable to Caterpillar Financial, due in monthly installments of \$4,857 at 4.75% interest, maturing October, 2021, secured by certain equipment of the Company.	97,750	-
Note payable to Volvo Financial Services, due in monthly installments of \$75,790, at 0.00% interest, maturing May, 2024, secured by certain equipment of the Company.	3,637,907	-
Note payable to Volvo Financial Services, due in monthly installments of \$1,627, at 0.00% interest, maturing July, 2022, secured by certain equipment of the Company.	50,429	-
Note payable to Volvo Financial Services, due in monthly installments of \$1,627, at 0.00% interest, maturing July, 2022, secured by certain equipment of the Company.	50,429	-

C.C. CARLTON INDUSTRIES, LTD
NOTES TO FINANCIAL STATEMENTS

NOTE F – DEBT – continued

	<u>2019</u>	<u>2018</u>
Note payable to Volvo Financial Services, due in monthly installments of \$4,866, at 0.00% interest, maturing October, 2021, secured by certain equipment of the Company.	\$ 107,050	\$ -
Note payable to Advance Acceptance, due in monthly installments of \$3,942, at 0.00% interest, maturing September, 2021, secured by certain equipment of the Company.	76,081	-
Note payable to Volvo Financial Services, due in monthly installments of \$7,239, at 0.00% interest, maturing December, 2022, secured by certain equipment of the Company.	<u>260,590</u>	<u>-</u>
	4,582,190	761,404
Less current portion	<u>(1,258,600)</u>	<u>(598,442)</u>
	<u>\$ 3,323,590</u>	<u>\$ 162,962</u>

Future maturities of long-term debt for the years following December 31, 2019 are as follows:

2020	\$ 1,258,600
2021	1,218,338
2022	968,406
2023	833,687
2024	<u>303,159</u>
	<u>\$ 4,582,190</u>

NOTE G – SUBSEQUENT EVENTS

Management has evaluated subsequent events through April 3, 2020, the date the financial statements were available to be issued. Management concluded that there were no material subsequent events which required additional disclosure in these financial statements.

SUPPLEMENTARY INFORMATION

C.C. CARLTON INDUSTRIES, LTD
SCHEDULE OF COMPLETED CONTRACTS
For the year ended December 31, 2019

Job Name	Contract Amount	Estimated Job Cost	Estimated Profit	Billings to Date	Prior Years Billings	Current Year Billings	Job Cost to Date	Prior Years Job Cost	Current Year Job Cost	Percent Complete	Earned to Date	Prior Years Earned Income	Current Years	Contract Assets	Contract Liabilities
WOLF RANCH WEST SECTION 1A	\$ 9,675,070	\$ 8,484,091	\$ 1,190,979	\$ 9,675,070	\$ 9,675,070	\$ -	\$ 8,484,091	\$ 8,481,500	\$ 2,591	100.00%	\$ 1,190,979	\$ 1,193,570	\$ (2,591)	\$ -	\$ -
KENNY POINT SECTION 2	1,932,095	1,707,301	224,794	1,932,095	1,932,095	27,485	1,707,301	1,701,365	5,936	100.00%	224,794	230,730	(5,936)	-	-
BSW TEMPLE	701,616	574,709	126,907	701,616	674,131	-	574,709	573,012	1,697	100.00%	126,907	101,119	25,788	-	-
LAKEWAY HIGHLANDS PHASE 1	4,190,813	3,931,571	259,242	4,190,813	4,190,813	-	3,931,571	3,929,927	1,644	100.00%	259,242	260,886	(1,644)	-	-
ANDERSON MILL ROAD PHASE 1	7,600,330	7,600,330	(283,631)	7,600,330	6,579,647	757,552	7,600,330	6,760,877	838,453	100.00%	(263,631)	(182,730)	80,901	-	-
WESTINGHOUSE LIFT STATION	2,068,115	1,833,426	234,689	2,068,115	2,068,115	-	1,833,426	1,822,887	10,539	100.00%	234,689	245,128	(10,439)	-	-
ENCLAVE AT ROUND ROCK	1,132,771	990,943	141,828	1,132,771	1,111,339	21,432	990,943	980,475	10,468	100.00%	141,828	130,864	10,964	-	-
LA CIMA SAN MARCOS	14,575,820	14,090,185	485,635	14,575,820	14,575,820	-	14,090,185	13,976,596	113,589	100.00%	485,635	599,224	(113,589)	-	-
TRAVISSO SECTION 2	8,164,121	328,832	7,835,289	8,164,121	8,164,121	132,400	7,835,289	7,831,748	3,541	100.00%	328,832	332,373	(3,541)	-	-
BELTERRA VILLAGE	4,821,715	4,720,598	101,117	4,821,715	4,689,315	42,155	4,720,598	4,665,868	54,730	100.00%	101,117	73,447	27,670	-	-
THE ENCLAVE AT CEDAR PARK	1,322,326	1,076,296	246,030	1,322,326	1,280,171	42,155	1,076,296	1,069,333	6,963	100.00%	246,030	210,838	35,192	-	-
900 SOUTH 1ST STREET	623,175	497,981	125,194	623,175	583,983	79,212	497,981	462,568	35,613	100.00%	125,194	81,595	43,599	-	-
LAKEWAY SENIOR LIVING	129,401	96,231	33,170	129,401	139,401	-	96,231	96,231	-	100.00%	33,170	43,170	(10,000)	-	-
THE SARAH	1,173,086	1,005,980	167,106	1,173,086	1,173,086	-	1,005,980	1,003,872	2,108	100.00%	167,106	169,214	(2,108)	-	-
SPRINGFIELD SECTION 9	3,484,424	3,062,334	422,090	3,484,424	3,484,424	-	3,062,334	3,012,163	50,171	100.00%	422,090	472,261	(50,171)	-	-
MORNINGSTAR PHASE 2-1	2,691,133	2,488,283	192,870	2,691,133	2,691,133	-	2,488,283	2,486,793	11,490	100.00%	192,870	204,360	(11,490)	-	-
VISTA POINTE PHASE 1	6,638,825	5,663,586	775,239	6,638,825	6,638,825	-	5,663,586	5,641,047	22,539	100.00%	775,239	797,778	(22,539)	-	-
COTTAGES AT BELTERRA	1,482,041	1,381,628	100,413	1,482,041	1,482,041	-	1,381,628	1,379,529	2,099	100.00%	100,413	102,512	(2,099)	-	-
BELLA COLINAS SECTION 1	497,116	482,972	38,144	497,116	471,116	-	482,972	424,254	8,718	100.00%	38,144	46,862	(8,718)	-	-
SUNRISE PARK SECTION ONE	1,080,914	1,079,324	1,590	1,080,914	1,080,914	-	1,079,324	1,057,315	22,009	100.00%	1,590	23,599	(22,009)	-	-
PROVENCE	8,653,502	8,295,158	258,344	8,653,502	8,653,502	2,161,524	8,295,158	8,295,700	52,331	100.00%	258,344	584,278	(325,934)	-	-
OPS ROUND ROCK	4,985,786	5,863,300	(669,975)	4,985,786	4,985,786	210,008	5,863,300	5,724,989	157,667	100.00%	669,975	664,975	5,005	-	-
BELTERRA 20-1	5,653,500	5,863,300	(209,260)	5,653,500	5,449,292	21,911	5,863,300	5,724,989	19,881	100.00%	(209,260)	(281,607)	52,341	-	-
HILL COUNTRY PLAZA APARTMENTS	1,145,249	992,351	152,898	1,145,249	1,123,338	21,610	992,351	932,370	59,981	100.00%	152,898	190,968	(38,070)	-	-
2010 SOL	431,805	488,609	(56,204)	431,805	431,805	-	488,609	471,414	16,595	100.00%	(56,204)	(61,209)	5,005	-	-
LAKEWAY HIGHLANDS PHASE 2 SECTION 5	9,039,836	8,425,809	614,047	9,039,836	9,039,836	1,925,065	8,425,809	8,391,332	1,844,627	100.00%	614,047	533,609	80,438	-	-
SANTA RITA RANCH SOUTH	3,431,722	3,296,055	135,667	3,431,722	3,431,722	-	3,296,055	3,391,289	64,723	100.00%	135,667	200,390	(64,723)	-	-
MORNINGSTAR PHASE 2	4,723,392	4,389,639	333,753	4,723,392	4,723,392	604,560	4,389,639	4,391,332	456,768	100.00%	333,753	205,941	127,812	-	-
TRAVISO PHASE 3	351,080	293,399	57,681	351,080	351,080	-	293,399	290,521	2,878	100.00%	57,681	66,539	(8,858)	-	-
MAKAVILLA AT THE DOMAIN	978,899	871,779	107,120	978,899	978,899	-	871,779	862,060	15,719	100.00%	107,120	116,839	(9,719)	-	-
BREYSON 3-1 AND 4-2	3,915,363	3,483,744	431,619	3,915,363	3,905,363	-	3,483,744	3,381,913	101,831	100.00%	431,619	431,450	164	-	-
TRAVIS COUNTY MUD 22	720,301	619,875	100,426	720,301	720,301	-	619,875	602,371	17,504	100.00%	100,426	82,398	18,028	-	-
VALLEY VISTA PHASE 1 & 2	4,644,348	4,278,037	366,311	4,644,348	4,644,348	544,037	4,278,037	4,278,037	566,754	100.00%	366,311	369,028	(2,717)	-	-
SWEETWATER PHASE 1	3,373,670	3,380,696	(12,974)	3,373,670	3,373,670	-	3,380,696	3,392,812	(19,142)	100.00%	(12,974)	211,801	(224,775)	-	-
LAKEWAY HIGHLANDS LIFT STATION #1	1,006,939	917,303	89,636	1,006,939	990,943	37,343	917,303	882,332	34,971	100.00%	89,636	82,805	7,831	-	-
WET POND REEF	360,049	282,475	77,574	360,049	360,049	-	282,475	277,244	5,231	100.00%	77,574	77,574	-	-	-
SANTA RITA RANCH PHASE 1 SECTION 1	3,093,276	2,887,168	206,108	3,093,276	3,060,708	34,568	2,887,168	2,790,692	96,476	100.00%	206,108	270,016	(63,908)	-	-
ENCLAVE AT NORTH LAKE	2,443,737	2,463,220	(19,483)	2,443,737	2,443,737	-	2,463,220	2,433,542	29,678	100.00%	(19,483)	-	-	-	-
BAYLOR SCOTT AND WHITE MCH	382,838	324,028	58,810	382,838	382,838	-	324,028	312,039	11,799	100.00%	58,810	70,679	(11,869)	-	-
BOURNBROOK WATERLINE	165,675	121,196	44,479	165,675	165,675	-	121,196	124,624	(2,428)	100.00%	44,479	41,051	3,428	-	-
COTTAGES AT BELTERRA PHASE 2	3,667,026	3,355,061	311,965	3,667,026	3,667,026	91,929	3,355,061	3,382,771	(27,745)	100.00%	311,965	364,274	(52,309)	-	-
SIGNAL HILL ESTATES	1,691,027	1,604,500	86,527	1,691,027	1,604,500	86,527	1,604,500	1,582,771	21,729	100.00%	86,527	84,918	1,609	-	-
MANSONS AT GEORGETOWN	5,191,586	5,191,586	-	5,191,586	5,191,586	727,382	5,191,586	5,191,586	-	100.00%	-	282,797	282,797	-	-
BELTERRA CLEARING	481,473	481,473	-	481,473	481,473	-	481,473	481,473	-	100.00%	-	58,837	58,837	-	-
HILL COUNTRY PLAZA II	96,933	82,540	14,393	96,933	83,526	13,407	82,540	75,174	7,366	100.00%	14,393	8,352	6,041	-	-

See independent accountants' review report on supplementary information.

C.C. CARLTON INDUSTRIES, LTD
SCHEDULE OF COMPLETED CONTRACTS – continued
For the year ended December 31, 2019

Job Name	Contract Amount	Estimated Job Cost	Estimated Profit	Billings to Date	Prior Years Billings	Current Year Billings	Job Cost to Date	Prior Years Job Cost	Current Year Job Cost	Percent Complete	Earned Income to Date	Prior Years Earned Income	Current Years	Contract Assets	Contract Liabilities
BOULEVARD TRACT 12 W/ LINE	\$ 55,828	\$ 48,743	\$ 7,085	\$ 55,828	\$ -	\$ 55,828	\$ 48,743	\$ -	\$ 48,743	100.00%	\$ 7,085	\$ -	\$ 7,085	\$ -	\$ -
ROCK ENGINEERING AND TESTING LAB	136,750	104,253	32,497	136,750	115,293	21,457	104,253	92,234	12,019	100.00%	32,497	23,059	9,438	-	-
ANGUS STREET EXTENSION	1,007,010	930,756	96,254	1,007,010	308,833	718,177	930,756	268,685	662,071	100.00%	96,254	40,148	56,106	-	-
MORNINGSTAR 3-1 & 2	5,831,489	5,347,129	484,360	5,831,489	669,149	5,162,340	5,347,129	622,300	4,724,820	100.00%	484,360	46,840	437,520	-	-
LAKESWAY HIGHLANDS 3-3	2,570,993	2,257,182	313,811	2,570,993	41,391	2,529,602	2,257,182	41,391	2,215,791	100.00%	313,811	-	313,811	-	-
HEADWATER PHASE 2	771,070	613,979	157,091	765,730	-	765,730	613,979	-	613,979	100.00%	157,091	-	157,091	-	-
VISTA POINTE PHASE 2	2,266,389	1,930,000	316,389	2,266,389	-	2,266,389	1,930,000	-	1,930,000	100.00%	316,389	-	316,389	-	-
JOBS LESS THAN 75K	186,112	207,948	(21,836)	186,112	-	186,112	207,948	-	207,948	100.00%	(21,836)	-	(21,836)	-	-
2019 CLOSED JOBS	428,021	1,487,021	(1,059,000)	428,021	-	428,021	1,487,021	-	1,487,021	100.00%	(1,059,000)	-	(1,059,000)	-	-
Total Completed Contracts	\$ 135,600,790	\$ 145,473,299	\$ 9,927,491	\$ 135,395,470	\$ 130,681,981	\$ 24,713,489	\$ 145,473,299	\$ 121,127,432	\$ 24,345,867		\$ 9,927,491	\$ 9,554,549	\$ 372,942	\$ 5,130	\$ -

See independent accountants' review report on supplementary information.

C.C. CARLTON INDUSTRIES, LTD
SCHEDULE OF CONTRACTS IN PROGRESS
For the year ended December 31, 2019

Job Name	Contract Amount	Estimated Job Cost	Estimated Profit	Billings to Date	Prior Years Billings	Current Year Billings	Job Cost to Date	Prior Years Job Cost	Current Year Job Cost	Percent Complete	Earned Income to Date	Prior Years Earned Income	Current Year	Contract Assets	Contract Liabilities
VILLAGE AT NORTH TOWN IN PAULX	\$ 4,523,048	\$ 4,117,704	\$ 407,254	\$ 4,361,858	\$ 1,245,560	\$ 3,116,298	\$ 4,116,608	\$ 1,170,825	\$ 2,945,782	99.97%	\$ 407,137	\$ 74,734	\$ 332,403	\$ 161,887	\$ -
REAR PCH SHOPPING CENTRE	2,009,328	1,667,649	361,679	1,952,952	1,305,007	647,945	1,569,519	1,109,256	460,253	95.26%	344,529	195,751	148,778	-	38,904
HUTTO COOP	11,501,883	9,661,382	1,840,501	10,510,997	5,854,925	4,656,072	8,882,982	4,976,686	3,906,296	91.94%	1,691,596	878,239	813,757	63,981	-
TRAVISISSO PHASE 3 SEC. 13 & NAMELESS	16,321,709	14,771,147	1,550,562	15,792,753	9,085,907	6,706,846	14,555,976	7,813,880	6,742,098	98.54%	1,527,975	1,272,027	265,948	291,200	195,215
BAR W	6,969,218	6,341,988	627,230	6,969,218	3,021,315	3,947,903	6,164,342	2,658,757	3,505,585	97.20%	609,661	362,558	247,103	-	-
HEADWATERS 3 & 4	9,131,176	8,561,977	569,179	9,014,931	2,801,676	6,213,255	8,473,590	159,070	6,008,115	98.97%	563,302	336,201	227,101	21,961	3,992
WEST 6TH STREET HILLTON	640,329	576,296	64,033	458,571	176,744	281,827	409,121	159,070	250,051	90.99%	45,458	17,674	27,784	-	-
SAN GABRIEL PARKWAY PHASE 1	10,338,571	9,408,099	930,472	10,119,540	1,609,085	8,509,645	9,259,770	1,416,708	7,843,062	98.42%	915,802	193,187	722,615	56,032	56,539
GREAT HILL COUNTRY CLUB	3,163,909	2,867,518	316,391	2,825,514	215,002	2,610,512	2,492,077	215,002	2,277,075	87.52%	74,145	-	276,898	-	1,078
5TH GENERATION OFFSITE WATER	468,245	393,326	74,919	464,485	33,483	431,002	389,262	33,483	355,779	98.97%	727,268	-	727,268	32,191	316,153
ENTRADA PHASE 4	4,087,745	3,746,096	341,649	3,747,498	-	8,727,498	7,401,984	-	7,401,984	84.39%	1,009,361	-	1,009,361	-	502,681
BIG SKY RANCH	11,667,594	10,267,483	1,400,111	9,847,453	-	9,847,453	8,128,718	-	8,128,718	75.00%	1,216,054	-	1,216,054	-	56,691
THE LEGACY AT SAINT JOHN(SANTA RITA)	12,459,218	10,837,875	1,621,343	9,847,453	-	1,682,450	1,198,236	-	1,198,236	75.29%	399,412	-	399,412	-	84,802
NORTH BLUFF 3	2,122,091	1,591,568	530,523	1,742,20	-	1,125,213	908,244	-	908,244	80.57%	1,60,278	-	1,60,278	-	283,406
WHISPER VALLEY PHASE 2	8,300,231	7,470,208	830,023	6,932,814	-	6,932,814	6,018,950	-	6,018,950	46.01%	283,406	-	283,406	-	12,145
ENCLOSURE AT ESTANCA PH3	4,106,573	3,490,587	605,986	1,141,714	-	1,666,735	1,479,085	-	1,479,085	1.75%	164,343	-	164,343	-	13,507
ESTANCA CONDOS	6,585,058	5,926,552	658,506	1,656,735	-	1,656,735	1,605,965	-	1,605,965	97.62%	147,539	-	147,539	75,852	53,553
BOULDER CREEK COMMONS	8,230,010	7,407,009	823,001	1,949,774	-	1,949,774	1,805,985	-	1,805,985	91.73%	147,539	-	147,539	26,068	-
PROVENCE PH3 1 SECTION 2	3,705,330	3,242,164	463,166	2,831,078	-	2,831,078	2,332,151	-	2,332,151	71.93%	333,164	-	333,164	-	25,687
EASTSIDE MEMORIAL HIGH SCHOOL	584,148	479,802	105,146	20,092	-	20,092	45,779	-	45,779	9.50%	147,539	-	147,539	75,852	53,553
CREEKSIDE APARTMENTS	1,087,532	856,402	231,130	907,742	-	907,742	836,035	-	836,035	76.62%	147,539	-	147,539	26,068	-
LIBERTY HILL ESTATES	574,384	459,507	114,877	183,873	-	183,873	104,272	-	104,272	22.69%	26,068	-	26,068	-	-
INDIAN HILLS CORPORATE PARK (CENTER)	13,243,715	11,257,158	1,986,557	1,105,53	-	1,105,53	229,248	-	229,248	36.13%	130,670	-	130,670	118,715	258,185
MANSON HILLS CORPORATE PARK (CENTER)	2,792,202	2,680,516	84,686	1,366,100	-	1,366,100	874,485	-	874,485	19.66%	166,504	-	166,504	-	106,303
RESERVE AT WYOMING SPRINGS	3,961,577	3,288,109	673,468	78,705	-	78,705	78,705	-	78,705	2.39%	-	-	613,240	-	341
MANSON AT UNION CREEK	4,358,447	3,738,680	619,767	4,107,847	-	4,107,847	3,475,025	-	3,475,025	92.59%	124,329	-	124,329	-	19,582
PENNY PLACE PH 1	1,239,000	944,250	294,750	721,597	-	721,597	372,988	-	372,988	39.50%	149,604	-	149,604	-	224,280
SAM GARAGE	497,135	417,593	79,542	644,814	-	644,814	448,812	-	448,812	83.52%	3,762	-	3,762	-	46,398
MANCAGAL LAND DEVELOPMENT	12,356,292	10,483,948	1,872,344	129,910	-	129,910	122,589	-	122,589	5.13%	-	-	-	127,876	7,321
ANTHRA	2,941,074	2,382,238	558,796	147,429	-	147,429	147,429	-	147,429	1.22%	-	-	-	-	134,470
BRVISON 4-4	2,605,140	1,933,855	651,285	281,899	-	281,899	149,146	-	149,146	7.55%	-	-	-	149,146	-
Frontier - A/V TX New Plant	14,529,019	11,986,441	2,542,578	-	-	-	-	-	-	1.24%	-	-	-	-	-
TRAVISISSO 3,6 & 8	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total Contracts in Progress	195,669,128	169,872,022	25,797,106	110,509,425	25,349,514	85,159,911	96,528,342	22,019,143	74,509,199	-	12,776,915	3,330,371	9,446,544	1,418,010	2,622,178
Total All Contracts	5,351,009,918	5,315,456,321	\$ 35,724,597	\$266,904,895	\$156,031,495	\$109,873,400	\$242,001,641	\$143,146,575	\$ 98,855,065	-	\$ 22,704,406	\$ 12,984,930	\$ 9,919,486	\$ 1,423,330	\$ 2,602,178

See independent accountants' review report on supplementary information.

JM -LLC



The State of Texas
Secretary of State

CERTIFICATE OF ORGANIZATION
OF
CARLTON GP, LLC
FILING NUMBER 07046627

THE UNDERSIGNED, AS SECRETARY OF STATE OF THE STATE OF TEXAS,
HEREBY CERTIFIES THAT THE ATTACHED ARTICLES OF ORGANIZATION FOR THE
ABOVE NAMED COMPANY HAVE BEEN RECEIVED IN THIS OFFICE AND HAVE BEEN
FOUND TO CONFORM TO LAW.

ACCORDINGLY, THE UNDERSIGNED, AS SECRETARY OF STATE, AND BY VIRTUE
OF THE AUTHORITY VESTED IN THE SECRETARY BY LAW, HEREBY ISSUES THIS
CERTIFICATE OF ORGANIZATION.

ISSUANCE OF THIS CERTIFICATE OF ORGANIZATION DOES NOT AUTHORIZE
THE USE OF A COMPANY NAME IN THIS STATE IN VIOLATION OF THE RIGHTS OF
ANOTHER ENTITY UNDER THE FEDERAL TRADEMARK ACT OF 1946, THE TEXAS TRADEMARK
LAW, THE ASSUMED BUSINESS OR PROFESSIONAL NAME ACT OR THE COMMON LAW.

DATED FEB. 2, 1999

EFFECTIVE FEB. 2, 1999



Elton Bomer, Secretary of State

**ARTICLES OF ORGANIZATION
OF
CARLTON GP, LLC**

FILED
In the Office of the
Secretary of State of Texas
FEB 02 1999
Corporations Section

The undersigned, acting as the sole organizer of a limited liability company under the Texas Limited Liability Company Act (the "Act"), does hereby adopt the following Articles of Organization for CARLTON GP, LLC (the "Company"):

ARTICLE ONE

The name of the Company is CARLTON GP, LLC.

ARTICLE TWO

The Company will commence on the date these Articles are filed with the Secretary of State of Texas, and shall end on December 31, 2050.

ARTICLE THREE

The purpose for which the Company is organized is the transaction of any or all lawful business for which limited liability companies may be organized under the Act.

ARTICLE FOUR

The address of the initial registered office of the Company is 612 Brazos, Suite 201, Austin, Texas 78701, and the name of the initial registered agent of the Company at that address is C. Craig Carlton.

ARTICLE FIVE

The Company is to be managed by one or more managers. The number of initial managers, who shall serve as manager until the first annual meeting of members of the Company or until her successor is duly elected, shall be one. The name and address of such initial manager shall be as follows:

C. Craig Carlton
11506 Echo Hollow
Houston, Texas 77024

ARTICLE SIX

Any action required by the Act or the Texas Business Corporation Act ("TBCA") to be taken at any annual or special meeting of members, or any action that may be taken at any annual or special meeting of members, may be taken without a meeting, without prior notice, and without a vote, if a consent or consents in writing, setting forth the action so taken, shall be signed by the holder or holders of membership interests having not less than the minimum number of votes that would be necessary to take such action at a meeting at which the holders of all membership interests entitled to vote on the action were present and voted. Prompt notice of the taking of any action by the members without a meeting by less than unanimous written consent shall be given to those members who did not consent in writing to the action.

ARTICLE SEVEN

No member shall have a preemptive right to acquire any membership interests or securities of any class that may at any time be issued, sold, or offered for sale by the Company.

ARTICLE EIGHT

The right of members to cumulative voting in the election of managers is expressly prohibited.

ARTICLE NINE

A manager of the Company shall not be liable to the Company or its members for monetary damages for an act or omission in the manager's capacity as a manager, except that this Article Nine does not eliminate or limit the liability of a manager to the extent the manager is found liable for (i) a breach of the manager's duty of loyalty to the Company or its members; (ii) an act or omission not in good faith that constitutes a breach of duty of the manager to the Company or an act or omission that involves intentional misconduct or a knowing violation of the law; (iii) a transaction from which the manager received an improper benefit, whether or not the benefit resulted from an action taken within the scope of the manager's office; or (iv) an act or omission for which the liability of a manager is expressly provided in an applicable statute. Any repeal or amendment of this Article Nine by the members of the Company shall be prospective only and shall not adversely affect any limitation on the liability of a manager of the Company existing at the time of such repeal or amendment. In addition to the circumstances in which the manager of the Company is not liable as set forth in the preceding sentences, the manager shall not be liable to the fullest extent permitted by any provision of the statutes of Texas hereafter enacted that further limits the liability of a manager or of a director of a corporation.

ARTICLE TEN

The Company shall indemnify any person who was, is, or is threatened to be made a named defendant or respondent in a proceeding (as hereinafter defined) because the person (i) is or was

a manager or officer of the Company or (ii) while a manager or officer of the Company, is or was serving at the request of the Company as a director, manager, officer, partner, venturer, proprietor, trustee, employee, agent, or similar functionary of another foreign or domestic corporation, partnership, joint venture, sole proprietorship, trust, employee benefit plan, or other enterprise, to the fullest extent that a limited liability company may grant indemnification to a manager under the Act and the TBCA, as the same exists or may hereafter be amended. Such right shall be a contract right and as such shall run to the benefit of any manager or officer who is elected and accepts the position of manager or officer of the Company or elects to continue to serve as a manager or officer of the Company while this Article Ten is in effect. Any repeal or amendment of this Article Ten shall be prospective only and shall not limit the rights of any such manager or officer or the obligations of the Company with respect to any claim arising from or related to the services of such manager or officer in any of the foregoing capacities prior to any such repeal or amendment of this Article Ten. Such right shall include the right to be paid or reimbursed by the Company for expenses incurred in defending any such proceeding in advance of its final disposition to the maximum extent permitted under the Act and the TBCA, as the same exists or may hereafter be amended. If a claim for indemnification or advancement of expenses hereunder is not paid in full by the Company within 90 days after a written claim has been received by the Company, the claimant may at any time thereafter bring suit against the Company to recover the unpaid amount of the claim, and if successful in whole or in part, the claimant shall be entitled to be paid also the expenses of prosecuting such claim. It shall be a defense to any such action that such indemnification or advancement of costs of defense are not permitted under the Act and the TBCA, but the burden of proving such defense shall be on the Company. Neither the failure of the Company (including its managers or any committee thereof, special legal counsel, or members) to have made its determination prior to the commencement of such action that indemnification of, or advancement of costs of defense to, the claimant is permissible in the circumstances nor an actual determination by the Company (including its managers or any committee thereof, special legal counsel, or members) that such indemnification or advancement is not permissible, shall be a defense to the action or create a presumption that such indemnification or advancement is not permissible. In the event of the death of any person having a right of indemnification under the foregoing provisions, such right shall inure to the benefit of his heirs, executors, administrators, and personal representatives. The rights conferred above shall not be exclusive of any other right which any person may have or hereafter acquire under any statute, regulation, resolution of members or managers, agreement, or otherwise.

The Company may additionally indemnify any person covered by the grant of mandatory indemnification contained above to such further extent as is permitted by law and may indemnify any other person to the fullest extent permitted by law.

To the extent permitted by then applicable law, the grant of mandatory indemnification to any person pursuant to this Article Ten shall extend to proceedings involving the negligence of such person.

As used herein, the term "proceeding" means any threatened, pending, or completed action, suit, or proceeding, whether civil, criminal, administrative, arbitral, or investigative,

any appeal in such an action, suit, or proceeding, and any inquiry or investigation that could lead to such an action, suit, or proceeding.

ARTICLE ELEVEN

The name and address of the sole organizer of the Company are as follows:

Michael L. Cook
Jenkins & Gilchrist, P.C.
600 Congress Avenue, Suite 2200
Austin, Texas 78701

EXECUTED this 4th day of January, 1999.

SOLE ORGANIZER



Michael L. Cook

I, the undersigned organizer of CARLTON GP, LLC, a Texas limited liability company, do hereby disclaim any and all interests in said limited liability company.



Michael L. Cook

F

C. CRAIG CARLTON
Manager to the General Partnership

**EDUCATIONAL/
PROFESSIONAL
ATTAINMENT:**

B.S. in Civil Engineering. May 1983
B.A. in Business Administration. Major: Finance,
May 1984
University of Texas at Austin
Letterman for U.T. Basketball

**PROFESSIONAL
ORGANIZATIONS:**

Austin Contractors & Engineers Association

EXPERIENCE:

Craig Carlton has constructed many types of projects including commercial buildings, underground utilities, street and drainage improvements, pump stations and treatment plants, and large concrete structures such as TxDOT bridge projects, inland marine installations, large dams, treatment plants, lift stations and mooring facilities

In 1994, Mr. Carlton formed C. C. Carlton Construction of Austin, Inc. which specializes in public infrastructure including water, wastewater, storm sewer, gas, site work, electric, telephone cable and fiber optic installations. The company also constructs water pump stations and plants and wastewater lift stations and treatment plants, concrete structures, and commercial building (small).

Craig has been involved in construction since 1979 and has combined his engineering knowledge along with construction background to present cost effective budgets, especially on negotiated projects.

In 1999 Craig formed C. C. Carlton Industries, Ltd., which specializes in all types of public works and private civil construction.

Craig serves as **MANAGER TO THE GENERAL PARTNERSHIP** of C. C. Carlton Industries, Ltd. overseeing all administrative, financial, and field operations.

Benjamin M. D. Lyon

3499 Ranch Rd 620 S. Austin, TX 78738

(936)-870-6325

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lyon.benjamindavid@gmail.com

Work Skills	• SolidWorks	• Excel	• Proficient in verbal and written communication.
	• AutoCAD	• Access	• Pricing and purchasing.
	• Inventor	• Power Point	• Document Management.

Education **Bachelor of Science, Mechanical Engineering - 05/2018**
Texas A&M University; College Station, Texas

Career History & Accomplishments

Director of Estimating, C. C. Carlton Industries, LTD.

Full time: 8/2020 - Present

- Perform complete material takeoffs from civil & site preparation plans.
- Compile and prepare labor and equipment estimate for site preparation, and wet & dry utilities estimates ranging from \$100K to \$120M.
- Generate value engineering estimates for projects with limited or yet to be defined scopes.
- Manage subcontractor and supplier quotes to ensure accurate estimates.
- Attend pre-bid meetings with customers prior to estimates and attend bid openings upon estimate completion.

Mechanical Estimator, Kellogg, Brown & Root

Full time: 5/2018 – 8/2020

- Responsible for applying advanced techniques and analysis for Conceptual and Definitive estimates ranging from \$100M to \$7B.
- Coordinated with multidisciplinary teams of estimators and worked directly with clients to produce feasibility estimates.
- Prepared factored estimates for various industrial process facilities.
- Compiled material take-offs and verify quantities against detailed drawings and equipment lists.
- Applied material pricing and unit labor hours to activities in estimate.
- Assembled back-up books and detailed qualifications to support estimates.
- Participated in estimate review meetings and any other project related meetings necessary for estimate completion.

Contract Design Projects: Franzenburg Centrifuge, Gulf Coast Centrifuge, Rickey Johnson Custom Putters, Lone Star Bridges

Full time: 10/2017 - 5/2018

- Modified centrifuge conveyor for ethanol processing plants.
- Water cooled oil bath system for high ambient temperature centrifuge locations.
- Design and calculations for Piers and abutments on large span public foot bridges.

Machinist, Brendon and Lawrence MFG

Part time: 8/2016 – 6/2017, and 8/2017 – 10/2017

- Programming and operation of CNC machining equipment for various precision machined components.
- Welding and fabrication of frames and structures for various industrial components.
- Assembly and testing of processing equipment.

Mechanical Engineer, Chicago Bridge and Iron

Full time: 5/2016 - 8/2016, and 6/2017 – 8/2017

- Extracted key data from mechanical equipment drawings and data sheets to develop a master spread sheet to support the cost estimate for Lead Mechanical Engineer.
- Assisted the population of technical bid tabulations for BOG compressors and regeneration gas compressors. The information was used to support the mechanical cost estimate for the Lead Rotating Equipment Engineer.
- Created vacuum calculation data sheet for determining the strength of pipes under external pressure.
- Reviewed submittals for the procurement of piping equipment.

Field Engineer, Gulf Coast Centrifuge, L.L.P.

Full time: 10/2011 - 9/2014, Part time: 9/2014 -9/2015

- Onsite service, troubleshooting, and in-plant maintenance.
- Field Balancing and evaluating equipment onsite in plants using portable vibration analyzers.
- Drafting Technical documents including inspection reports, assembly drawings, and procedure and safety manuals.
- Assembly, balance, and final inspection of high-speed rotating equipment.

References available upon request

Joshua J. Bollich, PMP

299 Makaha Dr
Bastrop, TX 78602
[C] (512) 921-6159
Jobollich@yahoo.com

- Objective** To use my knowledge gained in my education and previous assignments for a position to help develop an efficient and profitable company.
- Education** **Texas A&M @ Corpus Christi**
Masters of Business Administration, August 2020 GPA: 3.6
- Louisiana State University (LSU), Baton Rouge, LA**
Bachelor of Science, Construction Management; May 2004
GPA in Major: 3.73
- Louisiana State University at Eunice (LSU-E), Eunice, LA**
Associate of Applied Science, Fire Science
Concentration: Industrial Safety & Environmental Technology
Associate of Business Management GPA: 3.58 Dec 2000
- Experience** **Project Manager** February 2022 - Present
C. C. Carlton Industries, LTD (Austin, TX)
- Sr. Project Manager** Dec 2017 – February 2022
Lower Colorado River Authority Transmission Services (Austin, TX)
- Responsible for the completion of assigned transmission line, substation, facilities, parks, irrigation, and river operation projects from LCRA Planning Dept with cumulative values exceeding \$93M in any given year.
 - Refines scope, schedule and budget of each project and makes sure that all changes are documented and projects are complete on time and within charter requirements
 - Provides leadership and direction to project teams
 - Represents the PMO positively and with professionalism
 - Communicates with stakeholders, sponsors, and all levels of management and ensures accurate and timely dissemination of information
 - Maintains awareness of project and portfolio issues and responds to management, stakeholders', and sponsors' needs and concerns
 - Minimizes project exposure to risks by identifying and managing project risks; creating, implementing, and tracking mitigation and contingency strategies
 - Develops and monitors the project budget and schedules using P6
 - Acts as primary contact for management, stakeholders and for project team members
- Project Manager** April 2017-Dec 2017
Yates Construction (Formosa Plastics Expansion, Port Lavaca, TX)
- Provide all aspects of management on (3) separate civil projects onsite simultaneously which included: budgeting, staffing, risk management, planning, forecasting, etc.

- **Managed over 200 employees (craft, supervision, clerical, QC, safety) to ensure that each employee went home safely each shift.**

Project Manager **May 2016 – March 2017**
Flatiron Construction (US 84 Brown County Railroad Bridge Replacement, \$8.5M
SH 6 Emergency Roadway Repair, Cisco, TX \$3.5M)

- Provide all aspects of management on (2) TxDOT projects simultaneously which included: budgeting, staffing, risk management, planning, forecasting, etc.

Construction Engineer **August 2015 – May 2016**
Flatiron Construction (Harbor Bridge Project, Corpus Christi, TX)

- \$802M design/build project for TxDOT, replacing the existing Harbor Bridge over the Port of Corpus Christi Ship Channel with a concrete segmental precast bridge/structure.
- Oversee all field discipline engineers assigned to the Approach Viaduct structure.
- Track resources, cost, scheduling, forecasting for all activities.
- Oversee Right of Way acquisition thru a dedicated subcontractor

Project Delivery Manager/Construction Manager **April 2014 – August 2015**
CH2M Hill (Mopac Improvement Project, Austin Texas)

- \$174 million design/build project for the Central Texas Regional Mobility Authority, building one Express Tolling Lane in each direction. It includes 22 miles of highway construction/widening, 14 bridge widenings, approximately seven miles of sound walls in 19 locations, 4 drainage tunneling, and two under-crossings.
- Managed 4 miles of resources needed of both labor (approximately 30), equipment, and subcontractors. Developed and updated schedules. Tracked and adjusted unit rates on budgets in order to track efficiency.

Sr Construction Manager **January 2011 to April 2014**

Sigma Consulting partnering with CH2M HILL (Baton Rouge Dept of Public Works) (Baton Rouge Sanitary Sewer Overflow Program \$1.3 billion)

- Work in conjunction with the Capacity Project Manager with overall management and oversight of all capacity/pump station projects for the SSO Program. Develop chartering sessions and work plans for major issues established for each project with the Project Manager.
- Perform constructability reviews with design managers and design engineers on all upcoming capacity/pump station projects in preparation of advertisement for bid.
- Aid Construction Managers, in a leadership position, in day to day issues on all existing Capacity/Pump Station projects.
- Act as Construction Manager on (2) Sewer Capacity Projects, (1) Pump Station Project, & (1) Sewer Rehabilitation Project.

Construction Coordinator **April 2009 to January 2011**
Austin Bridge & Road (TxDOT US 59/ I30 Interchange Texarkana, Texas \$159 mil)

- Coordinate job tasks between 9 subcontractors, owner, and other internal personnel
- Direct supervision of drainage activities including calculations of flowlines, percent of fall, quantity takeoffs, procurement, and resolution of plan conflicts.
- Update scheduled activities/delays using Primavera P6
- Track production cost and quantities with internal software
- Communicate with owner in the form of RFI's, submittals, and meetings
- Oversee 65 million dollars of budget as Roadway and Subcontract Coordinator which include Concrete Paving, Asphalt Paving, Structural Concrete, and associated dirtwork.

Skills

Construction: Estimating, Scheduling, Construction Methods, CAD, Safety Management, Environmental Regulations, and Hazardous Materials

Computer: Microsoft Office, Microsoft Project, P6, Prolog, Construction Online

Javier Amador
Utility Superintendent

EXPERIENCE:

- | | |
|-----------|--|
| 2002-Pres | C.C. Carlton Industries, Ltd.
Utility Superintendent in charge of multiple utility crews. Duties include Day to day utilization of labor, equipment and materials on project sites. |
| 1987-2002 | Copper Excavation
Foreman for all types of construction including excavation, grading and underground utilities. |

Javier joined C. C. Carlton Industries, Ltd. in 2002 as a utility foreman. In 2003 he was promoted to the position of Utility Superintendent in which he oversees wet and dry utility crews.

Joe Luis Carvajal
16100 Henderson Pass
San Antonio, TX 78232
Day Phone: 210-368-6136
Email: cshojoey@gmail.com

WORK EXPERIENCE

C.C. Carlton Industries Ltd. (Utilities Underground Construction)
12/2019 - Present

Director of Safety

Senior Safety Manager In-Charge of the Tesla – Giga Texas project.
02/2021 - Present

Inspect utility construction areas for unsafe structures, equipment, and working conditions. Selected and/or developed safety practices for site specific locations involving extraction, and production methods, based on factors safety characteristics. Prepared schedules, reports, and estimates of personal protective equipment that involved in developing and operating of underground utility production. Monitored underground production activity, incident and injury rates to assess operational safety effectiveness. Supervised, trained, and evaluated technicians, technologists, safety survey personnel, and laborers. Examined maps, engineering schematics to determine the location, size, accessibility, and potential hazard exposures. Prepared technical safety inspection reports for internal use. Inspected facilities or sites to determine if they meet specifications or standards. Advised and counseled others on health and safety issues. Investigated safety of work environment to determine safety operational methods and practices. Counseled in the selection of safety tools, equipment, or technologies for use in operations or projects. Coordinated in safety or regulatory compliance activities. Monitored the safety productivity and/or efficiency of industrial operations. Investigated safety of work environment. Researched product safety. Advised production, equipment and field departments on health and safety issues. Instructed safety courses concentrating in safety standards and/or environmental compliance methods while update technical knowledge as per industry standards. Documented and maintained operational safety systems.

Cash Construction Company (Civil Engineering Construction)
5/2018 – 11/2019

Safety Department Manager

Directed and conducted the review, evaluation, and analyzed work environments and design programs and procedures to control, eliminate, and prevent disease or injury caused by chemical, physical, and biological agents or ergonomic factors. In charge of coordinating and conducting inspections and enforced adherence to laws and regulations governing the health and safety of individuals. Promoted worksite or product safety by applying knowledge of industrial processes, mechanics, chemistry, and industrial health and safety laws. Including, but not limited to, the

implementation of industrial safety products to be used in site specific work sites. Using relevant information and individual judgment to determine whether events or processes comply with laws, regulations, or standards.

Fresh From Texas (Produce Manufacturing)
5/2017 – 5/2018

Corporate Safety Manager

As Safety Manager I oversaw the corporate safety department I helped the company to realize risks and to prevent them from coming to realization by taking objective evaluations of the various departments within the company to make sure that employees are adhering to safety standards. I have generated a site-specific corporate safety policy and enforce it by pursuing the continuous process of hazard recognition and implementing changes to minimize safety risks for all company employees. I directed a proactive safety and environmental program by implementing improvement of the quality of safety and environmental management processes following established regulations, policies, standards, and practices. I ensure compliance and enforcement with all safety and environmental programs through education, training, and providing support to operations in the development and execution of consistent safety and environmental management programs. I also direct on-site accident investigation programs, I have developed accident trend analysis, as well as, developed programs for improving specific departmental safety performance.

U.S. Department of Labor/OSHA
5/2003 – 4/2017

Compliance Safety and Health Officer

I perform work that involves hazardous work processes and materials and unsafe environmental conditions affecting employee safety and health. I conduct inspections of work sites as required in the enforcement of the Occupational Safety and Health Administration's program and prepare comprehensive technical reports of inspection findings. At full performance, assist in the on-the-job training of lower-grade compliance officers and serves as leader of special investigations or inspection teams. Provide expert testimony in legal cases and provide guidance to regional attorneys, as required. Provide technical assistance in the explanation of regulatory provisions, citations, assessment of penalties, contesting citations and abating violations. Respond to questions from the public on occupational safety and health, OSHA standards, and technical matters. I also represent OSHA before employer/employee meetings, conferences, trade and labor organizations. I managed safety and occupational health program elements. I developed and recommended safety and occupational health policy to higher levels of management. Apply safety and occupational health laws, regulations, principles, theories, practices, and procedures to advised on or resolved technical matters dealing with occupational safety and health requirements. I developed safety and occupational health standards, regulations, practices, and procedures to eliminate or control potential hazards. I developed and implemented programs to reduce the frequency, severity, and cost of accidents and occupational illnesses. I analyze and evaluate new and existing jobs, processes, products, or other systems to determine the existence, severity, probability, and outcome of hazards. I design or modify workplaces, processes,

products, or other systems to control or eliminate hazards. I inspect and survey workplaces, processes, products, or other systems for compliance with established safety and occupational health policies or standards and to identify potential new hazards.

United States Air Force
2/1994 - 6/2003

San Antonio, Lackland A.F.B. US

Occupational Safety Health Inspector/Instructor

In the U.S. Air Force, I performed the duties of a Squadron /Unit Environmental Compliance Inspector. These duties took place in a military aviation environment at Dover Air Force Base Delaware, 436th Equipment Maintenance Squadron. Working on C-5 (Cargo) Galaxy aircraft. Within this position my duties entailed the following: Observing, receiving, and otherwise obtaining information from all relevant sources. Evaluating Information to Determine Compliance with Standards, while using relevant information and individual judgment to determine whether events or processes comply with laws, regulations, or standards. I inspected equipment, structures, or materials to identify the cause of errors or other problems or defects. I identified the underlying principles, reasons, or facts of information by breaking down information or data into separate parts or sections; by categorizing, estimating, recognizing differences or similarities, and detecting changes in circumstances or events. Collaborated with engineers and physicians to institute control and remedial measures for hazardous and potentially hazardous conditions or equipment. Collected samples of dust, gases, vapors, and other potentially toxic materials for analysis. Collected samples of hazardous materials, and/or arrange for sample collection. Conducted audits at hazardous waste sites or industrial sites and participate in hazardous waste site investigations. Conducted safety training and education programs and demonstrated the use of safety equipment. Coordinated "right-to-know" programs regarding hazardous chemicals and other substances. Developed and maintained hygiene programs such as noise surveys, continuous atmosphere monitoring, ventilation surveys, and asbestos management plans. Developed and maintain medical monitoring programs for employees. Inspected and evaluate workplace environments, equipment, and practices, in order to ensure compliance with safety standards and government regulations. Inspected specified areas to ensure the presence of fire prevention equipment, safety equipment, and first-aid supplies. Instructor/Coordinator for the base "train the trainer" program concentrating in the bio-environmental field and the self-awareness occupational safety and health air education program.

EDUCATION

University of Phoenix

San Antonio, TX US

Master's Degree -- 04/2017

Major: Business Administration

Wayland Baptist University

San Antonio, TX US

Bachelor's Degree - 8/2006

Major: Occupational Education

Minor: Aviation Maintenance Technology

Relevant Coursework, Licensures and Certifications:

The Bachelor of Science in Occupational Education (B.S.O.E.) is an inverted degree program which allows individuals to apply a vocational/technical field (i.e., courses, training, or work experience) as credit toward an applied associate degree and, in turn, to apply the associate's degree toward a B.S.O.E. degree. Students in this degree program desire to enhance their knowledge, analytical abilities and critical thinking skills for upward mobility in their field. The B.S.O.E. exists to provide a seamless transition from technical fields to an appropriate baccalaureate program while enhancing the liberal arts component of the student's education. The B.S.O.E. degree is designed for individuals who have completed occupational/technical degrees and certificates at community, vocational, and technical colleges and schools; individuals who have completed occupational/vocational training in U. S. Armed Services Schools, the workplace, and career training centers; occupational and technical faculty at regional and local public schools; and individuals who have received several years of on-the-job training. The Bachelor of Science in Occupational Education (B.S.O.E) degree is a minimum 124-semester hour program. A minimum of 36 semester hours must be in upper-division (junior/senior level) credit. Major fields of study included in the degree have specific upper division requirements. The student may select from seven majors which combine non-traditional credit with a traditional liberal arts background. Majors include business administration, human services, justice administration, management, religion, occupational education, and career and technology education. Each major consists of 36 semester hours of which 18 must be in upper-division credit. The degree also requires a 24-semester hour professional development block designed to provide academic depth or breadth to the major and to provide substantive developmental knowledge.

JOB RELATED TRAINING

The following courses were taken while in the military and recertified on a yearly basis between 1994 through 2003:

Occupational Safety and Health	Bloodborne Pathogens
Transportation Safety	Chemical & Electrical Safety
Construction Safety	Environment, Safety, & Health at Work
Environmental Compliance	Ergonomics
Human Resources	Hazardous Materials Transportation

Mechanical & Physical Safety

**(Non)Bio-Chemical/(Non)Nuclear Warfare
Safety**

JOB RELATED TRAINING

The following courses were taken during my tenure with the Department of Labor and are established courses from the OSHA Training Institute (OTI).

Construction Standards	Investigative Interviewing Techniques
Fall Protection in Residential Construction	Inspection Techniques and Legal Aspects
Cranes in Construction	Misclassification of Workers and Advanced Legal Aspects for OSHA Managers
Significant Cases: Lead-Based Paint in Bridge Demolition	OSHA Recordkeeping for Compliance Officers
Introduction to On-site Consultation	Evaluation of Safety and Health Management Systems
Permit-Required Confined Space Entry	Safety and Health for Oil and Gas Well Operations
Heating, Ventilating, and Air Conditioning (HVAC) Systems	Overview: Working with State Plans
Excavation, Trenching and Soil Mechanics	State Plan Changes
Tunneling and Underground Operations	Stepping up OSHA Customer Service
Concrete, Forms, and Shoring	Corporate Wide Settlement Agreement
Principles of Scaffolding	CSHO Safety in Roadway and Highway Construction Work Zones
Fall Arrest Systems	Introduction to Safety Standards for Safety Officers
Tower Safety	Health Hazard Awareness for Safety Officers
Steel Erection	Introduction to Industrial Hygiene for Safety Personnel
Demolition	Introduction to OSHA Legal Aspects
Trainer Course in OSHA Standards for Construction	Investigative Interviewing Techniques
Occupational Safety and Health Standards for Construction	Consultation Systems Assessment Training
Initial Compliance	
Accident Investigation	

Basic Whistleblower Investigations - 11(c)
 OSHA Overview for National Office Personnel
 Basic Whistleblower Investigations - Federal Statutes
 Analytical Laboratory Orientation for State Consultants
 Effective Written Communication
 State Plan Monitoring
 OSHA Recordkeeping for Compliance Officers
 Hazardous Materials
 Machinery and Machine Guarding Standards
 Longshoring and Marine Terminal Processes and Standards
 Fire Protection and Life Safety
 Cranes and Materials Handling for General Industry
 Shipyard Employment
 Industrial Noise
 Principles of Industrial Ventilation
 Respiratory Protection
 Industrial Toxicology
 Laboratory Safety and Health
 Ergonomics Applied to MSDs and Nerve Disorders
 Indoor Air Quality
 Biohazards
 Expanded Health Standards
 Consultation Systems Assessment Training: Train-the-Trainer

Evaluation of Safety and Health Management Systems
 Introduction to Ionizing Radiation Protection at Department of Energy Facilities
 Safety and Health for Oil and Gas Well Operations
 Power Press Guarding
 Safety and Health for Grain Handling Operations
 Safety and Health in Sawmill and Logging Operations
 Electrical Standards
 Applied Spray Finishing and Coating Principles
 FAA Air Traffic Control Towers (ATCTs) Monitoring Procedures
 Applied Welding Principles
 Health Hazards in Construction Industry for Safety Personnel
 Safety and Health in the Chemical Processing Industries
 EPA's Health and Safety - 40 Hr (HAZWOPER)
 Combustible Dust Hazards and Controls
 Health Care
 OSHA Instrumentation
 Enhanced 40-Hour Health and Safety Course for CSHOs
 Hazard Analysis in the Chemical Processing Industries
 Advanced Process Safety Management
 Criminal Investigation Training Program
 Advanced PSM in the Chemical Industries

Orientation to Wild land Fires for CSHOs
 OSHA Technical Assistance for Emergencies
 Trainer Course in OSHA Standards for General Industry
 Update for Construction Industry Outreach Trainers
 Occupational Safety and Health Course for Other Federal Agencies
 Incident Command Systems I-200
 Incident Command Systems I-300
 Management Accountability Program - Field Audit Training Seminar

Emergency Preparedness Refresher Training
 Hazard Communication Final Rule - Hazard Communication Coordinator Training
 Hearing Conservation
 Workplace Violence
 Distracted Driving
 Pandemic Influenza Planning Seminar
 Electrical Seminar
 Negotiation Skills Training
 Safety and Health Technical Exchange

LANGUAGES

Italian

Spoken:
 Intermediate
 Written:
 Intermediate
 Read:
 Intermediate

Portuguese

Spoken:
 Intermediate
 Written:
 Intermediate
 Read:
 Intermediate

Spanish

Spoken:
 Advanced
 Written:

Advanced
 Read:
 Advanced

G

Injury Tracking
Application
User: Joe | 10026

View Establishment

On 4/13/2022 at 4:19:44 PM, you successfully submitted this establishment to OSHA.

An email confirmation will be sent shortly.

Establishment Details: C.C. Carlton Industries

ID: 749991
EIN: 74390903
Company:
Address: 10081 TK-35,
Liberty Hill, TX, 79642

NAICS: 237110
Size: 250+ employees
Government:
OSHA Status Submitted

OSHA Submission Progress

[1] 1. Create an
Establishment
[2] 2. Add OSHA
Summary Data
[3] 3. Submit Data
to OSHA
4. Review
Confirmation Email

Summary for Filing Year 2021 [View Submission](#)

2021

Employee Information

Annual average number of employees:
367
Total hours worked by all employees
last year: 697749

Number Of Cases

TOTAL NUMBER OF:

Deaths (G)	Cases with days away from work (H)	Cases with job transfer or restriction (I)	Other recordable cases (J)
0	2	0	0

Number Of Days

TOTAL NUMBER OF:

Days away from work (K)	Days of job transfer or restriction (L)
176	0

Injury And Illness Types

TOTAL NUMBER OF:

Injuries (M1)	Poisonings (M4)
2	0
Skin disorders (M2)	Hearing loss (M3)
0	0
Respiratory conditions (M5)	All other illnesses (M6)
0	0

Illness & Injury Rates

Total Case Incidence Rate (TCIR): 0.4 @
Days Away Restrictions and Transfers (DART): 0.4 @

Joe
PRESIDENT
6/10/22

Injury Tracking Application

User: joey.lacina
View Establishment

2020 Reporting



On 1/14/2021 at 3:51:52 PM, you successfully submitted this establishment to OSHA.

An email confirmation will be sent shortly.

Establishment Details:
C C Carlton Industries

ID: 129931

EIN:

Company: C C Carlton Industries

Address: 2620 Brushy Creek Loop Building A,

Cedar Park, TX, 78613

NAICS: 237110

Size: 250+ employees

Government:

300A Status: Submitted

300A Submission Progress

- ☒ 1. Create an Establishment
- ☒ 2. Add 300A Summary Data
- ☒ 3. Submit Data to OSHA
- 4. Review Confirmation Email

Employee Information

Summary for Filing Year 2020 [View Submission](#)

2020 ▾

Annual average number of employees: 313

Total hours worked by all employees last year: 766549

Number Of Cases

TOTAL NUMBER OF:

Deaths (G)

0

Cases with days away from work (H)

1

Cases with job transfer or restriction (I)

1

Other recordable cases (J)

0

Number Of Days

TOTAL NUMBER OF:

Days away from work (K)

6

Days of job transfer or restriction (L)

149

Injury And Illness Types

TOTAL NUMBER OF:

Injuries (M1)

2

Skin disorders (M2)

0

Respiratory conditions (M3)

0

Poisonings (M4)

0

Hearing loss (M5)

0

All other illnesses (M6)

0

Illness & Injury Rates

Total Case Incidence Rate (TCR): 0.5

Days Away Restrictions and Transfers (DART): 0.5

Injury Tracking Application

User: jcw: Logout

[View Establishment](#)



On 1/13/2020 at 10:42:17 AM, you successfully submitted this establishment to OSHA.

An email confirmation will be sent shortly.

**Establishment Details:
C C Carlton Industries**

ID: 129931

EIN:

Company: C C Carlton Industries

Address: 2620 Brushy Creek Loop Building A,
Cedar Park, TX, 78613

NAICS: 237110

Size: 250+ employees

Government:

300A Status: Submitted

300A Submission Progress

- ☒ 1. Create an Establishment
- ☒ 2. Add 300A Summary Data
- ☒ 3. Submit Data to OSHA
- 4. Review Confirmation Email

Summary for Filing Year 2019 [View Submission](#)

2019 ▼

Employee Information

Annual average number of employees: 294

Total hours worked by all employees last year: 686536

Number Of Cases

TOTAL NUMBER OF:

Deaths (G)

0

Cases with days away from work (H)

1

Cases with job transfer or restriction (I)

0

Other recordable cases (J)

0

Number Of Days

TOTAL NUMBER OF:

Days away from work (K)

4

Days of job transfer or restriction (L)

0

Injury And Illness Types

TOTAL NUMBER OF:

Injuries (M1)

1

Skin disorders (M2)

0

Respiratory conditions (M3)

0

Poisonings (M4)

0

Hearing loss (M5)

0

All other illnesses (M6)

0

Illness & Injury Rates

Total Case Incidence Rate (TCR): 0.3 ②

Days Away Restrictions and Transfers (DART): 0.3 ②

Injury Tracking ApplicationUser: Joey | [Logout](#)[View Establishment](#)

On 1/3/2019 at 12:25:25 PM, you successfully submitted this establishment to OSHA.

An email confirmation will be sent shortly.

**Establishment Details:
C C Carlton Industries****ID:** 129931**Company:** C C Carlton Industries**Address:** 6207 Bee Cave Road #320,
Austin, TX, 78746**NAICS:** 237110**Size:** 250+ employees**Government:****300A Status:** Submitted**300A Submission Progress**

- ☒ 1. Create an Establishment
- ☒ 2. Add 300A Summary Data
- ☒ 3. Submit Data to OSHA
- 4. Review Confirmation Email

Summary for Filing Year 2018 [View Submission](#)

2018 ▼

Employee Information**Annual average number of employees:** 253

Total hours worked by all employees last year: 616485

Number Of Cases

TOTAL NUMBER OF:

Deaths (G)

0

Cases with days away from work (H)

3

Cases with job transfer or restriction (I)

0

Other recordable cases (J)

2

Number Of Days

TOTAL NUMBER OF:

Days away from work (K)

86

Days of job transfer or restriction (L)

0

Injury And Illness Types

TOTAL NUMBER OF:

Injuries (M1)

5

Skin disorders (M2)

Poisonings (M4)

0

Hearing loss (M5)

0

0

Respiratory conditions (M3)**All other illnesses (M6)**

0

0

Illness & Injury Rates

Total Case Incidence Rate (TCR): 1.6**Days Away Restrictions and Transfers (DART): 0.9**

OSHA's Form 300A (Rev. 01/2004) Summary of Work-Related Injuries and Illnesses

Year 2017
 U.S. Department of Labor
 Occupational Safety and Health Administration
 Form approved OSHA no. 100-010

All establishments covered by Part 1904 must complete this Summary page, even if no work-related injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete and accurate before completing this summary. Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the Log. If you had no cases, write "0". Employees, former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR Part 1904.35, in OSHA's recordkeeping rule, for further details on the access provisions for these forms.

Number of Cases

Total number of deaths	Total number of cases with days away from work	Total number of cases with job transfer or restriction	Total number of other recordable cases
0	3	0	10
(a)	(b)	(c)	(d)

Number of Days

Total number of days away from work	Total number of days of job transfer or restriction
153	1
(e)	(f)

Injury and Illness Types

Total number of...	(g)	(h)	(i)
(1) Injuries	13		0
(2) Skin disorders	0		0
(3) Respiratory conditions	0		0
(4) Poisonings			0
(5) Hearing loss			0
(6) All other illnesses			0

Post this Summary page from February 1 to April 30 of the year following the year covered by the form.

Note: Reporting burden for this collection of information is estimated to average 30 minutes per response, including time to review the instructions, search existing data sources, gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OSHA control number. If you have any comments regarding this burden estimate or any other aspect of this collection of information, contact the Office of Management and Budget, Paperwork Project Director (0154-0001), Washington, DC 20503. Do not send the completed form to this office.

Establishment Information

Your establishment name: CCCAC 1400 Industries
 Street: 14207 Beech Ave Rd. #320
 City: Austin State TX ZIP 78746

Industry description (e.g., Manufacturer of motor truck trailers)
 1461410

Standard Industrial Classification (SIC), if known (e.g., 3715)
 14623

OR

North American Industrial Classification (NAICS), if known (e.g., 336212)
 237110

Employment information (If you don't have these figures, see the Worksheet on the back of this page to estimate)
 Annual average number of employees: 210

Total hours worked by all employees last year: 513,093

Sign here

Knowingly falsifying this document may result in a fine.

I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.

JOSEF SCHWAB SAFETY DIRECTOR
 512-784-1107 01/27/2018



1405 East Riverside Drive
Austin, Texas 78741

toll free 800.365.6065
phone 512.447.7773
fax 512.440.0989

November 11, 2021

To Whom It May Concern:

This is to confirm that Time Insurance Agency, Inc. is the agent of record on the Workers Compensation coverage for CC Carlton Industries, Ltd.

LOSS SUMMARY WORKSHEET

Policy Term	EMR
21/22	.76
20/21	.84
19/20	.85
18/19	.63
17/18	.78

Should you have any questions, please don't hesitate to reach out to me directly.

Michelle Schuler
(512) 637-9722
mschuler@timeinsurance.com

Regards,

Michelle Schuler

I

REFERENCES:		
Contact:	Phone #:	Jobs:
Nate Murdock	(913) 216-4687	Whisper Valley Phases 2, 3 & 4 - \$23.8M
Brad Garner	(737) 781-8418	Travisso Phase 3 Sections 1, 3, 4, 6, & 8, Phase 4 Sections 4 & 5, and Phase 5 Section 1 - \$54.4M
Ryan Sales	(512) 649-6909	Switch Round Rock - \$23.3M+
Matt Matthews	(713) 828-9950	Homestead Units 5-9, 18 & CU 13 & 14 - \$20.5M Headwaters Phases 2, 3, 4-1, 4-2, 4-3, 4-4, 5-1, 5-2, and 6 - \$37.25M
Trey Marsh	(210) 849-1447	Park Village - \$10.3M
Bradley Bechtol	(512) 293-0203	Crossvine 3AU1 - \$10.3M

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
2023-986385

Date Filed:
02/22/2023

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

C.C. Carlton Industries, LTD
Austin, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

City of Schertz

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

2023-004
FM 2252 TXDOT Utility Adjustment Watermain Relocation

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Carlton, C. Craig	Austin, TX United States	X	

5 Check only if there is NO Interested Party.

☐

6 UNSWORN DECLARATION

My name is Jerry George, and my date of birth is May 13, 1975

My address is 3102 Bee Caves Rd, Ste. 200 Austin TX 78746 USA
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Travis County, State of Texas, on the 22nd day of February 2023
(month) (year)

Signature of authorized agent of contracting business entity
(Declarant)

PROHIBITION ON CONTRACTS WITH COMPANIES BOYCOTTING ISRAEL

Texas Government Code Chapter 2270 applies to the award of government contract to companies that boycott Israel. Section 2270.02 provides that:

“A governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:

(1) does not boycott Israel; and

(2) will not boycott Israel during the term of the contract.”

Offeror certifies that it does not boycott Israel and will not boycott Israel during the term of the Contract should it be awarded to the Offeror.

Contractor Name: C.C. Carlton Industries, LTD
(typed or printed)

By: 
(signature -- attach evidence of authority to sign)

Name: Jay George
(typed or printed)

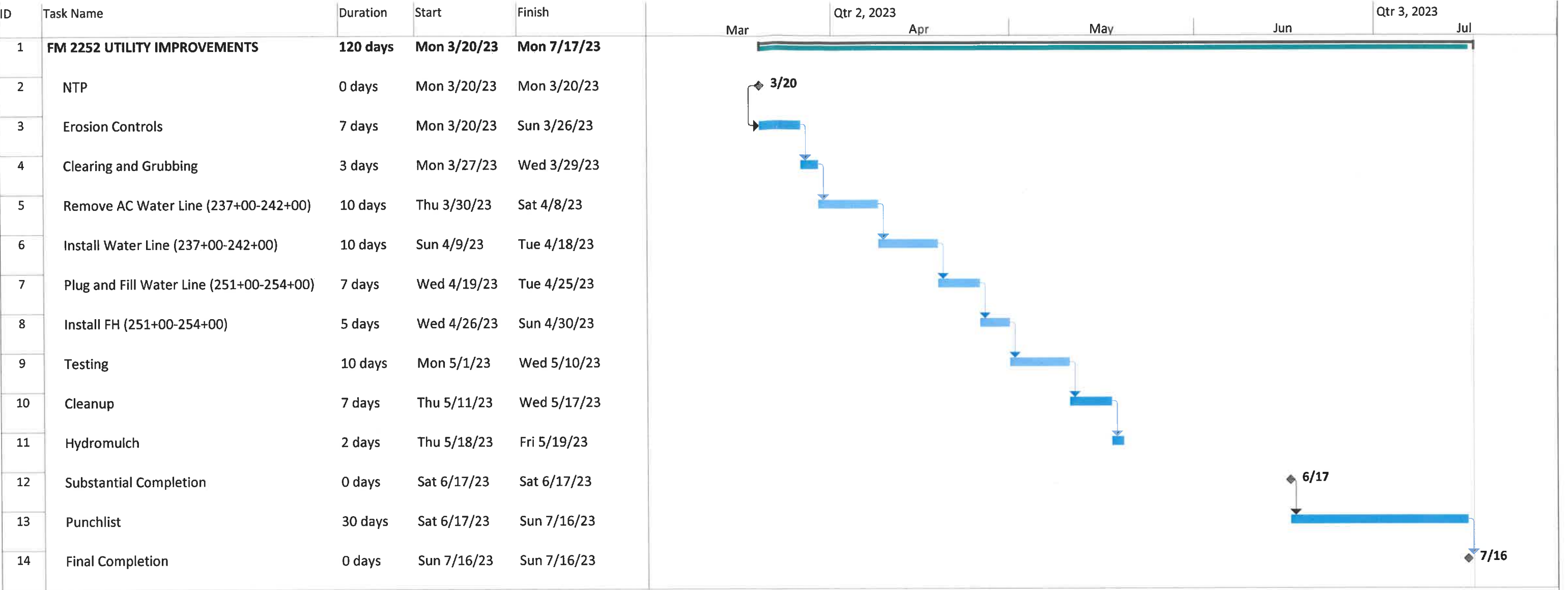
Title: V.P. of Estimating
(typed or printed)

Business address: 3102 Bee Caves Rd., Ste. 200, Austin, Texas 78746

Phone: 512-476-4282 Email: jgeorge@cccarterton.com, estimating@cccarterton.com

END OF SECTION

+



RESOLUTION NO. 23-R-30

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS AUTHORIZING A CONTRACT WITH CC CARLTON INDUSTRIES RELATING TO THE FM 2252 TXDOT UTILITY ADJUSTMENTS: WATER LINE RELOCATION PROJECT AND AUTHORIZING THE BUDGET EXPENDITURES FOR THE PROJECT

WHEREAS, The City staff of the City of Schertz (the “City”) has recommended that the City accept the bid from CC Carlton Industries relating to the FM 2252 TXDOT Utility Adjustments: Water Line Relocation Project and approve the project expenditures; and

WHEREAS, City staff has received qualifications indicating that CC Carlton Industries is qualified to provide such services for the City; and

WHEREAS, the project will be funded from the American Rescue Plan (ARP) Tranche 2.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS THAT:

Section 1. The City Council hereby authorizes the City Manager to execute and deliver the contract with CC Carlton Industries for an amount of \$247,053.50, with an amount not to exceed \$275,000.00.

Section 2. The recitals contained in the preamble hereof are hereby found to be true, and such recitals are hereby made a part of this Resolution for all purposes and are adopted as a part of the judgment and findings of the City Council.

Section 3. All resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Resolution are hereby repealed to the extent of such conflict, and the provisions of this Resolution shall be and remain controlling as to the matters resolved herein.

Section 4. This Resolution shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

Section 5. If any provision of this Resolution or the application thereof to any person or circumstance shall be held to be invalid, the remainder of this Resolution and the application of such provision to other persons and circumstances shall nevertheless be valid, and the City Council hereby declares that this Resolution would have been enacted without such invalid provision.

Section 6. It is officially found, determined, and declared that the meeting at which this Resolution is adopted was open to the public and public notice of the time, place, and subject

matter of the public business to be considered at such meeting, including this Resolution, was given, all as required by Chapter 551, Texas Government Code, as amended.

Section 7. This Resolution shall be in force and effect from and after its final passage, and it is so resolved.

PASSED AND ADOPTED, this 28th day of March, 2023.

CITY OF SCHERTZ, TEXAS

Ralph Gutierrez, Mayor

ATTEST:

Sheila Edmondson, City Secretary

(CITY SEAL)

CITY COUNCIL MEMORANDUM

City Council Meeting: March 28, 2023
Department: Executive Team
Subject: Resolution 23-R-31 - Consideration and/or action by the City Council of the City of Schertz, Texas approving a Resolution requesting approval of a Schertz Main Street Local Flavor Economic Development Grant for 409 Main Street. (S.Williams/B.James)

BACKGROUND

The owner of the property at 409 Main, formerly Thirsty Joe's and formerly the Social on Main, is requesting a Main Street Local Flavor Grant for \$6,500 for a reroof of the building. The applicant has applied for 3 grants over the past three years for which the owner has received \$15,530.53 in matching grant funds. This work is being done in preparation for a new tenant. And as such the applicant needed to perform the work quickly, prior to the grant request being considered by Council, but the grant program allows this.

GOAL

Promote and enhance commercial activity along Main Street to promote the economic, cultural and general welfare of the public. The area around Main Street in Schertz once served as the commercial and social hub of the community. The City seeks to improve the image of the area around Main Street through matching grants that promote local economic development and stimulate business and commercial activities.

COMMUNITY BENEFIT

Encourage the attraction of small businesses that will create local charm and help develop a sense of place around Main Street. Promote commercial development. Stabilize and improve property values. Foster civic pride. Strengthen the economy of the City by protecting and enhancing the attractiveness of the Main Street area to residents and visitors, as well as provide support of local businesses.

SUMMARY OF RECOMMENDED ACTION

Staff recommends approval of Resolution 23-R-31, approving a Schertz Main Street Local Flavor Economic Development Grant for up to \$6,500.00 for 409 Main Street.

FISCAL IMPACT

The maximum fiscal impact of approval of this grant is \$6,500.00. The City budgets \$50,000 annually for the Main Street Grant programs. The current outstanding liabilities for the Main Street Grant programs total \$79,810.97 (this includes the grant request for 517 Main on this agenda per Resolution 23-R-32). Approval of this grant would bring the total outstanding liabilities to \$86,310.97. While this is above the \$49,128.47 of funding left, the City has traditionally either tapped into Contingency Funds or submitted a budget adjustment to Council for approval. One aspect of this program is that the property owner has a year to complete the work (or seek re-approval), so grants can extend past a fiscal year.

RECOMMENDATION

Approval of Resolution 23-R-31.

Attachments

Res 23 R 31 409 Main LFG
409 Main LFG 2023

RESOLUTION NO. 20-R-47

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS APPROVING A REQUEST FOR A SCHERTZ MAIN STREET LOCAL FLAVOR ECONOMIC DEVELOPMENT GRANT FOR 409 MAIN STREET IN THE CITY OF SCHERTZ, TEXAS, AND RELATED MATTERS IN CONNECTION THEREWITH

WHEREAS, The City of Schertz desires to protect, enhance, and preserve the historic resources and landmarks which represent distinctive elements of Schertz' historic, architectural, economic, cultural, and social heritage by providing property owners and incentive for protecting their property; and

WHEREAS, the City of Schertz desires to encourage the attraction of small businesses that will create local charm and help develop a sense of place in and around Main Street;

WHEREAS, the City of Schertz desires to stabilize and improve property values; and

WHEREAS, Foster civic pride in the beauty and accomplishments of the past, and to promote the use of the historic structures for the culture, education, and general welfare of residents; and

WHEREAS, Strengthen the economy of the city by protecting and enhancing the attractiveness of the Main Street area to residents and visitors, as well as provide support and stimulus to businesses.

WHEREAS, the City Council approved the Schertz Main Street Local Flavor Economic Development Grant;

WHEREAS, staff is in support of this program and recommended approval of the grant request for 409 Main Street for up to \$6,500;

NOW THEREFORE, BE IT RESOLVED, THAT THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS THAT:

Section 1. The City Council hereby approves the Schertz Main Street Local Flavor Economic Development Grant request for 409 Main Street subject to the approved criteria of the program and execution of a funding agreement generally as outlined in Exhibit "A".

Section 2. The recitals contained in the preamble hereof are hereby found to be true, and such recitals are hereby made a part of this Resolution for all purposes and are adopted as a part of the judgment and findings of the City Council.

Section 3. All resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Resolution are hereby repealed to the extent of such conflict, and the provisions of this Resolution shall be and remain controlling as to the matters resolved herein.

Section 4. This Resolution shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

Section 5. If any provision of this Resolution or the application thereof to any person or circumstance shall be held to be invalid, the remainder of this Resolution and the application of such provision to other persons and circumstances shall nevertheless be valid, and the City Council hereby declares that this Resolution would have been enacted without such invalid provision.

Section 6. It is officially found, determined, and declared that the meeting at which this Resolution is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Resolution, was given, all as required by Chapter 551, Texas Government Code, as amended.

Section 7. This Resolution shall be in force and effect from and after its final passage, and it is so resolved.

PASSED AND ADOPTED, this 28th day of March, 2023.

CITY OF SCHERTZ, TEXAS

Ralph Gutierrez, Mayor

ATTEST:

Sheila Edmondson, City Secretary

(CITY SEAL)

Exhibit A

STATE OF TEXAS §
 §
COUNTY OF BEXAR §

SCHERTZ MAIN STREET LOCAL FLAVOR ECONOMIC DEVELOPMENT PROGRAM
FUNDING AGREEMENT BETWEEN THE CITY OF SCHERTZ, TEXAS AND Joe,
Frances and Jolean Huerta, FOR EXPENDITURE OF LOCAL FLAVOR GRANT
FUNDS

This Local Flavor Development Program Funding Agreement (AGREEMENT) is made and entered into by
and between the City of
Schertz, Texas (CITY) and Joe, Frances and Jolean Huerta, (ENTITY).

WHEREAS, the ENTITY has developed a proposal to
Make additional improvements and repairs, including roof work at 409 Main (the “Project”); and

WHEREAS, Section 380.001 of the Texas Local Government Code, as amended, allows the governing body of a municipality to establish and provide for the administration of one or more programs to promote state and local economic development and to stimulate business and commercial activity in the municipality; and

WHEREAS, the Schertz Main Street Local Flavor Economic Development Program is intended to encourage and expansion and attract small businesses that create local charm and help develop a sense of place in and around Main Street, promote commercial development, stabilize and improve property values, foster civic pride, and protect and enhance the attractiveness of the Main Street area to residents and visitors; and

WHEREAS, funding for the Schertz Main Street Local Flavor Economic Development Program will be provided annually through the City’s General Fund; and

WHEREAS, the Schertz Main Street Local Flavor Economic Development Program will enhance other city efforts to improve, beautify, and promote economic development in the Main Street area.

WHEREAS, the area around Main Street in Schertz once served as commercial and social hub of the community; and

WHEREAS, the City seeks to improve the image of the area around Main Street through restoration and rehabilitation of structures in the Main Street area to serve as a commercial, social, cultural and tourism hub of the City; and

WHEREAS, the City Council of the City of Schertz desires to provide funds to Joe, Frances and Jolean Huerta (ENTITY).

NOW, THEREFORE, it is mutually agreed by and between the CITY and ENTITY as follows:

GENERAL PROVISIONS

Section 1. Purpose. The purpose of this Agreement is to provide funding to the ENTITY for the project identified in the attached Exhibit "A" (the "Project"), the intent of which is to promote state and local economic development and to stimulate business and commercial activity in the municipality to encourage and expansion and attract small businesses that create local charm and help develop a sense of place in and around Main Street, promote commercial development, stabilize and improve property values, foster civic pride, and protect and enhance the attractiveness of the Main Street area to residents and visitors.

Section 2. Obligation of the ENTITY. The ENTITY shall use all of the awarded funds provided by the CITY in accordance with Chapter 351 of the Texas Tax Code, the ENTITY'S funding application, and the attached Exhibit "A".

Section 3. Reporting Requirements of the ENTITY. The ENTITY shall deliver a detailed accounting of the expenditures for the Project within thirty (30) days after completion of the Project (the "Post Event Report"). The Post Event Report shall include copies of receipts and other documents establishing the expenditures for the project. The CITY shall not make reimbursements for expenditures where no receipt or invoice is provided. Partial or incomplete reports will not be accepted.

Section 4. Authorization of Payment. Subject to the ENTITY'S satisfactory performance and compliance with the terms of this AGREEMENT, the CITY agrees to pay the ENTITY up to fifty percent (50%) of the Project. The Systems Grant portion of the Project is estimated to be approximately \$13,000.00 and fifty percent of that cost is \$6,500.00 and is the maximum amount to be paid by this grant. Payment will be made within forty-five (45) days of acceptance of the complete Post Event Report. Partial or incomplete reports will not be accepted. Only expenditures that meet Chapter 351 of the Tax Code and this AGREEMENT shall be reimbursed.

Section 5. Appeal Process. Any ENTITY wishing to appeal the decision of the CITY must present their appeal in writing within ten (10) business days of funding denial.

Section 6. Rights. The City of Schertz has the right, at any time, to inspect the books or records of the ENTITY that may relate to performance of this AGREEMENT. The CITY, at its sole expenses, has the right to conduct an audit of the ENTITY or Project.

Section 7. Term. The AGREEMENT shall become effective as of the date entered below. The AGREEMENT shall terminate one year from its effective date or once the terms have been met, whichever occurs first.

Section 8. Indemnification. The ENTITY agrees to defend, indemnify and hold harmless the CITY, its officers, agents and employees, against any and all claims, lawsuits, judgments, cause of action, costs and expenses for personal injury (including death), property damage or other harm for which recovery of damages is sought, suffered by any person or persons, that may arise out of or be occasioned by the ENTITY's breach of any of the terms or provisions of this AGREEMENT, or by any negligent act or

omission of the ENTITY, its officers, agents, servants, employees, contractors, or subcontractors, in the performance of this AGREEMENT; except that the indemnity provided for in this paragraph shall not apply to any liability resulting from the sole negligence of the CITY, its officers, agents, employees or separate contractors, and in the event of joint and concurrent negligence of both the ENTITY and the CITY under Texas law and without waiving any defenses of the parties under Texas law. The provisions of this paragraph are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity. Both parties expressly agree that this AGREEMENT does not assign any responsibility for civil liability to the City of Schertz that may arise by virtue of this AGREEMENT.

Section 9. Termination. A party may terminate this AGREEMENT in whole or in part if the other party fails to comply with a term of the AGREEMENT, including the inability of the ENTITY to conform to any change required by federal, state or local laws or regulations; or for the convenience of either party. The terminating party shall provide written notification to the other party of the decision to terminate this AGREEMENT within thirty (30) days before the effective date of termination. A party may terminate the AGREEMENT for breach of any provision of this AGREEMENT, upon written notice of the breach and the breaching party shall have ten (10) days after receipt of the written notice in which to cure the breach to the satisfaction of the non-breaching party.

Section 10. Notice. All notices required or permitted under this AGREEMENT shall be in writing and shall be delivered in person or mailed as follows:

to the CITY at:

City of Schertz
Attention: City Manager
1400 Schertz Parkway
Schertz, TX 78154
(210) 619-1000

To Joe, Frances and Jolean Huerta at:
Attention: Joe Huerta
409 Main
Schertz, Texas 78154

MISCELLANEOUS

Section 11. Entire Agreement. This AGREEMENT constitutes the entire agreement of the parties regarding the subject matter contained herein. The parties may not modify or amend this AGREEMENT, except by written agreement approved by the governing bodies of each party and duly executed by both parties.

Section 12. Approval. This AGREEMENT has been duly and properly approved by each party's governing body and constitutes a binding obligation on each party.

Section 13. Assignment. Except as otherwise provided in this AGREEMENT, a party may not assign this AGREEMENT or subcontract the performance of services without first obtaining the written consent of the other party.

Section 14. Non-Waiver. A party's failure or delay to exercise right or remedy does not constitute a waiver of the right or remedy. An exercise of a right or remedy under this AGREEMENT does not preclude the exercise of another right or remedy. Rights and remedies under this AGREEMENT are cumulative and are not exclusive of other rights or remedies provided by law.

Section 15. Paragraph Headings. The various paragraph headings are inserted for convenience of reference only, and shall not affect the meaning or interpretation of this AGREEMENT or any section thereof.

Section 16. Attorney fees. In any lawsuit concerning this AGREEMENT, the prevailing party shall be entitled to recover reasonable attorney's fees from the nonprevailing party, plus all out-of-pocket expense such as deposition costs, telephone, calls, travel expenses, expert witness fees, court costs, and their reasonable expenses, unless otherwise prohibited by law.

Section 17. Severability. The parties agree that in the event any provision of this AGREEMENT is declared invalid by a court of competent jurisdiction that part of the AGREEMENT is severable and the decree shall not affect the remainder of the AGREEMENT. The remainder of the AGREEMENT shall be in full force and effect.

Section 18. Venue. The parties agree that all disputes that arise of this AGREEMENT are governed by the laws of the State of Texas and venue for all purposes herewith shall be in Milam County, Texas.

Section 19. Certificate of Insurance. The ENTITY agrees to provide a certificate of insurance for liability and worker's compensation insurance or letter of self-insurance on its letterhead indicating its self-insured status before any event awarded funding under this AGREEMENT. The cost of the insurance herein mentioned to be secured and maintained by the ENTITY shall be borne solely by the ENTITY.

IN WITNESS HEREOF, the CITY and ENTITY make and execute this AGREEMENT to be effective this _____ day of _____, 2023.

CITY OF SCHERTZ, TEXAS

ENTITY

City Manager

(Joe Huerta)

(Frances Huerta)

(Jolean Huerta)

ATTEST:

City Secretary

EXHIBIT A

[Describe the project to be performed]

CITY COUNCIL MEMORANDUM

City Council Meeting: March 28, 2023
Department: Executive Team
Subject: Workshop Discussion on a Resident Initiated Public Improvement District (PID) in Northcliffe. (S.Williams/B.James)

BACKGROUND

Staff is providing an overview of Public Improvement Districts (PIDs) as one might be used as a funding source to acquire all or part of the former Northcliffe golf course property. Staff understands that a group of Northcliffe residents have been pursuing the concept of petitioning the City Council to establish a PID for this purpose.

Attachments

PID Presentation 2023

Public Improvement Districts (PIDs)

Potential for a PID in Northcliffe

Brian James

City Council

March 28, 2023

Aerial Map of Former Northcliffe Golf Course with Zoning



Public Improvement Districts (PIDs)

- Authorized by Chapter 372 of the Texas Local Government Code.
- PIDs are used to fund new or improve inadequate or substandard infrastructure and public services in a specific area.
- The City may create a PID by initiating the petition process or receiving a petition requesting a PID be established.
- Council must find that the promotes the interest of the City.

Authorized Improvements

A public improvement project may include:

- (1) landscaping;
- (2) erection of fountains, distinctive lighting, and signs;
- (3) acquiring, constructing, improving, widening, narrowing, closing, or rerouting of sidewalks or of streets, any other roadways, or their rights-of-way;
- (4) construction or improvement of pedestrian malls;
- (5) acquisition and installation of pieces of art;
- (6) acquisition, construction, or improvement of libraries;
- (7) acquisition, construction, or improvement of off-street parking facilities;
- (8) acquisition, construction, improvement, or rerouting of mass transportation facilities;
- (9) acquisition, construction, or improvement of water, wastewater, or drainage facilities or improvements;
- (10) the establishment or improvement of parks;
- (11) projects similar to those listed in Subdivisions (1)-(10);
- (12) acquisition, by purchase or otherwise, of real property in connection with an authorized improvement;
- (13) special supplemental services for improvement and promotion of the district, including services relating to advertising, promotion, health and sanitation, water and wastewater, public safety, security, business recruitment, development, recreation, and cultural enhancement;
- (14) payment of expenses incurred in the establishment, administration, and operation of the district; and
- (15) the development, rehabilitation, or expansion of affordable housing.

Public Improvement Districts (PIDs)

A public improvement project may include:

(10) the establishment or improvement of parks;

(12) acquisition, by purchase or otherwise, of real property in connection with an authorized improvement;

(14) payment of expenses incurred in the establishment, administration, and operation of the district; and

Petition Requirements

Sec. 372.005. PETITION. (a) A petition for the establishment of a public improvement district must state:

- (1) the general nature of the proposed improvement;
- (2) the estimated cost of the improvement;
- (3) the boundaries of the proposed assessment district;
- (4) the proposed method of assessment, which may specify included or excluded classes of assessable property;

Petition Requirements

Sec. 372.005. PETITION continued

- (5) the proposed apportionment of cost between the public improvement district and the municipality or county as a whole;
- (6) whether the management of the district is to be by the municipality or county, the private sector, or a partnership between the municipality or county and the private sector;
- (7) that the persons signing the petition request or concur with the establishment of the district; and

Optional Advisory Body

Sec. 372.005. PETITION continued

Sec. 372.005. PETITION. (8) that an advisory body may be established to develop and recommend an improvement plan to the governing body of the municipality or county.

Petition Sufficiency

Sec. 372.005. PETITION continued

(b) The petition is sufficient if signed by:

(1) owners of taxable real property representing more than 50 percent of the appraised value of taxable real property liable for assessment under the proposal, as determined by the current roll of the appraisal district in which the property is located; and

(2) record owners of real property liable for assessment under the proposal who:

(A) constitute more than 50 percent of all record owners of property that is liable for assessment under the proposal; or

(B) own taxable real property that constitutes more than 50 percent of the area of all taxable real property that is liable for assessment under the proposal.

Findings

Sec. 372.006. FINDINGS. If a petition that complies with this subchapter is filed, the governing body of the municipality or county may make findings by resolution as to the advisability of the proposed improvement, its estimated cost, the method of assessment, and the apportionment of cost between the proposed improvement district and the municipality or county as a whole.

Feasibility Report

Sec. 372.007. FEASIBILITY REPORT.

(a) Before holding the hearing required by Section 372.009, the governing body of the municipality... may prepare a report to determine whether an improvement should be made as proposed by petition or otherwise or whether the improvement should be made in combination with other improvements authorized under this subchapter. The governing body may also require that a preliminary estimate of the cost of the improvement or combination of improvements be made.

Feasibility Report

Sec. 372.007. FEASIBILITY REPORT continued

(b) For the purpose of determining the feasibility and desirability of an improvement district, the governing body may take other preliminary steps before the hearing required by Section 372.009, before establishing a public improvement district, or before entering into a contract.

Public Hearing

Sec. 372.009. HEARING. (a) A public improvement district may be established and improvements provided by the district may be financed under this subchapter only after the governing body of the municipality or county holds a public hearing on the advisability of the improvement.

Section 372.009 (C) and (D) outline the notice requirements (Legal and Property Owner)

Findings

Sec. 372.009. HEARING. Continued

(b) The hearing may be adjourned from time to time until the governing body makes findings by resolution as to:

- (1) the advisability of the improvement;
- (2) the nature of the improvement;
- (3) the estimated cost of the improvement;
- (4) the boundaries of the public improvement district;
- (5) the method of assessment; and
- (6) the apportionment of costs between the district and the municipality or county as a whole.

Improvement Order

Sec. 372.010. IMPROVEMENT ORDER. (a) During the six-month period after the date of the final adjournment of the hearing under Section 372.009, the governing body of the municipality or county may authorize an improvement district if, by majority vote of all members of the governing body, the members adopt a resolution authorizing the district in accordance with its finding as to the advisability of the improvement

Determination of Assessment

Sec. 372.015. DETERMINATION OF ASSESSMENT. (a) The governing body of the municipality or county shall apportion the cost of an improvement to be assessed against property in an improvement district. The apportionment shall be made on the basis of special benefits accruing to the property because of the improvement.

(b) Cost of an improvement may be assessed:

- (1) equally per front foot or square foot;
- (2) according to the value of the property as determined by the governing body, with or without regard to improvements on the property; or
- (3) in any other manner that results in imposing equal shares of the cost on property similarly benefitted.

Levy of Assessment

Sec. 372.017. LEVY OF ASSESSMENT.

(b) After all objections have been heard and the governing body has passed on the objections, the governing body by ordinance or order shall levy the assessment as a special assessment on the property. The governing body by ordinance or order shall specify the method of payment of the assessment. The governing body may defer an assessment until a date the governing body specifies in the ordinance or order.

Levy of Assessment

Sec. 372.017. LEVY OF ASSESSMENT continued

The governing body may provide that assessments be paid in periodic installments, at an interest rate and for a period approved by the governing body. The provision that assessments be paid in periodic installments may, but is not required to, result in level annual installment payments. The installments must be in amounts necessary to meet annual costs for improvements and must continue for:

- (1) the period necessary to retire the indebtedness on the improvements; or
- (2) the period approved by the governing body for the payment of the installments.

Interest on Assessment; Lien

Sec. 372.018. INTEREST ON ASSESSMENT; LIEN.

(e) The assessment lien may be enforced by the governing body in the same manner that an ad valorem tax lien against real property may be enforced by the governing body. Foreclosure of accrued installments does not eliminate the outstanding principal balance of the assessment. Any purchaser of the property in foreclosure takes the property subject to the assessment lien and any associated obligations.

(f) Delinquent installments of the assessment shall incur interest, penalties, and attorney's fees in the same manner as delinquent ad valorem taxes. The owner of assessed property may pay at any time all or any part of the assessment, with interest that has accrued on the assessment, on any lot or parcel.

Payment of Costs

Sec. 372.023. PAYMENT OF COSTS. (a) Costs of improvements may be paid or reimbursed by any combination of the methods described by this section if the improvements are dedicated, conveyed, leased, or otherwise provided to or for the benefit of:

- (1) a municipality or county;
- (2) a political subdivision or other entity exercising the powers granted under this subchapter as authorized by other law; or
- (3) an entity that:
 - (A) is approved by the governing body of an entity described by Subdivision (1) or (2); and
 - (B) is authorized by order, ordinance, resolution, or other official action to act for an entity described by Subdivision (1) or (2).

Payment of Costs

Sec. 372.023. PAYMENT OF COSTS continued

- (g) The cost of more than one improvement may be paid:
- (1) from a single issue and sale of bonds without other consolidation proceedings before the bond issue; or
 - (2) under a single installment sales contract, reimbursement agreement, temporary note, or time warrant.

Discussion

Questions and Discussion

CITY COUNCIL MEMORANDUM

City Council Meeting: March 28, 2023
Department: Executive Team
Subject: City Staff will conduct a workshop to discuss the pre-budget development and prioritization process. (S.Williams/Executive Team)

BACKGROUND

City Staff will conduct a workshop to discuss the pre-budget prioritization process. Information provided in the presentation will consist of discussion and direction for building the FY 2023-24 Budget, including but not limited to setting goals for the City and setting priorities for the FY2023-24 Budget. Staff will also discuss funding all programs needed to accomplish the City mission, as laid out in the strategic plan, taking into consideration factors such as staffing compensation and levels, reserve levels, fee reviews, capital improvement projects and program development, large time sensitive infrastructure projects and prioritizing expanded programs that may be required in the future.
