Agenda

November 19th, 2026 @ 6:00 p.m.
Regular Council Meeting
Oran White Civic Center
701 N. Tool Drive
Tool, TX 75143

1. Call to Order
2. Roll Call: Baker, Bennett, Dumont, Salvato, Stykes, Watson
   (a) Establish Quorum
3. Invocation and Pledge of Allegiance
4. Declare, if any, Council's Conflicts of Interest

5. **Citizen Comments:** Citizens wishing to speak on an agenda item must sign up to do so **(3 Minute Maximum)** ***The Council will not comment on items not on the agenda; however, the Council may refer the item to City Staff for research, resolution or referral of the matter to the Council as a future agenda item.***

6. **Staff Comments** - *Hear announcements concerning matters appearing on the agenda; items of community interest; Staff gives regards dealing with specific factual information or existing policy dealing within the City, that may have an impact on citizens, staff or the City Council of Tool. No formal action will be discussed or taken.*

   Consent Agenda - *Approval of Consent Agenda items authorize each to be implemented in accordance with staff recommendations provided. An item may be removed from the consent agenda and added to the Statutory Agenda for full discussion upon request by a member of the Council present at this meeting.*

7. Approve Minutes: October 15th, 2026 Regular Meeting and October 23rd, 2026 Special Meeting

8. Approve Monthly Activity Reports for October as presented: (A) Executive Summary (B) Financial and Expenditure (C) Municipal Court; (D) Police (E) Maintenance; (F) Building (G) Code Enforcement and; (H) Animal Control.

   Statutory Agenda - *The purpose of this section is to have full discussion upon request by the Tool City Council. Ideas, thoughts and decisions are formulated by City Council and staff plans, operations, policies, and/or future projects, including the following:*

9. Review, Discuss and Take Action on awarding a bid for RFP 2026-02, Paradise Bay Subdivision Drainage Phase 2B

10. Consider, Discuss and Take Action to authorize the City Administrator to execute all necessary contract documents for RFP 2026-02, Paradise Bay Subdivision Drainage Phase 2B

11. Consider, Discuss and Take Action to repeal Resolution 2026-09R, Financing of Chevy Tahoes

12. Consider, Discuss and Take Action to reconsider the motion to "Adopt Resolution 2026-09R, Financing of Chevy Tahoes," in regard to Agenda Item 25 on October 15th, 2026, as requested by Councilmember Robert Stykes

Agenda

November 19th, 2026 @ 6:00 p.m.
Regular Council Meeting
Oran White Civic Center
701 N. Tool Drive
Tool, TX 75143

13. Consider, Discuss and Take Action on proposed purchase and financing options of police vehicles for the Tool Police Department

14. Consider, Discuss and Take Action to repeal Ordinance 2026-10, Live Oak Vista Conceptual Plan

Resolution Adoption

15. Consider, Discuss and Take Action to Adopt Resolution 2026-10R, Council Rules of Procedure

16. Consider, Discuss and Take Action to repeal Resolution 2025-11R, Council Rules of Procedure

17. Consider, Discuss and Take Action to adopt Resolution 2026-11R, Emergency Funds for 2026-2027 Fiscal Year

Executive Session

18. Convene into executive session pursuant to Texas Government Code Chapter 551 (3) sections:

    a. Section 551.074 to consider the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of the City Administrator
    b. Section 551.071 to receive legal advice regarding duties and responsibilities of Council members
    c. Section 551.071 to receive legal advice regarding pending or contemplated litigation; Public Property Finance Act Contracts; Zoning changes in Tool City Limits

19. Reconvene in open session and take any action necessary resulting from executive session

20. **Council Comments** - *Hear announcements concerning matters appearing on the agenda; items of community interest; and/or inquiries of staff regarding specific factual information or existing policy from the Mayor, Councilpersons, and City staff, for which no formal action will be discussed or taken.*

21. **Future Agenda Items -** *The Council may request items to be placed on a future agenda at this time. No discussion or deliberation of the items may take place at this time, other than a determination of Council consensus to direct staff to place the item on a future agenda.*

22. **Closing**
    A. Next Meeting: December 15th, 2026
    B. Adjourn

A meeting that is "open to the public", pursuant to the Open Meetings Act, is one that the public is permitted to attend. The act does not entitle the public to choose the items to be discussed or to speak about

items on the agenda. If the City Council, during the course of the meeting covered by this notice, should determine that an executive session is required, then such executive session, as authorized by the Texas Open Meetings Act, Texas Government Code, Section 551.001 et seq., will be held by the Council at the date, hour and place given in this notice, concerning but not limited to the following sections and purposes of the Act: 551.071 Private consultation with the city's attorney; 551.072 Deliberations about Real Property; or, 551.074 Discussing personnel or to hear complaints against personnel. Should any final action, final decision or final vote be required in the opinion of the City Council regarding any matter considered in such executive session, then the final action, final decision or final vote shall be in the open meeting covered by this Notice upon the reconvening of the public meeting.

I certify that the above notice of meeting, a true and correct copy, was posted on the bulletin board in front of Tool City Hall prior to the required 72 hours and that the city's official newspaper was notified.

Attest:

SEAL

_____ _ _____

Vera Bennett, Mayor

Kimberley Price, TRMC, City Secretary

City of Tool
City Council

City Council Agenda Request

Meeting Date Requested: November 19th, 2026

Requested By: Kimberley Price, City Secretary

Department: Administration

Agenda Item No. **7**

Is this a Budgeted Item? ☐ Yes ☐ No

○ Contract/Agreement ○ General Discussion ○ Ordinance ○ Report ○ Resolution

Attachments: October 15th, 2026 Regular Meeting and October 23rd, 2026 Special Meeting

Summary of Agenda Item to be considered:

Staff is presenting the minutes from the October 15th, 2026 Regular Meeting and the October 23rd, 2026 Special Meeting.

Agenda Item, as listed on the agenda:

Approve Minutes: October 15th, 2026 Regular Meeting and October 23rd, 2026 Special Meeting

Recommended Motion to Consider:

"I move that we approve the minutes from the October 15th, 2026 Regular Meeting and the October 23rd, 2026 Special Meeting."

The deadline for agenda requests is by the end of the day on the first day of the month, prior to the scheduled Council Meeting. If you have any additional information you would like for Council to view, please attach it to this form. Please send this form to Kimberley Price, City Secretary when finished.

Signature of Sponsoring Officer

Kimberly Price

Printed name of Sponsoring Officer

Minutes

October 15th, 2026 @ 6:00 p.m.
Regular Council Meeting
Oran White Civic Center
701 N. Tool Drive
Tool, TX 75143

1. Call to Order @ 6:00 p.m.
2. Roll Call: Bennett, Dumont, Figueroa, Salvato, Sayre, Stykes. Bennett Absent. Quorum was established with Mayor Pro-Tem Figueroa Presiding.
3. Invocation and Pledge of Allegiance
4. Declare, if any, Council's Conflicts of Interest. No Know Conflicts of Interest

Motion to move the Agenda order to discuss Item 21 before Item 20 was made by Councilmember Salvato with second by Councilmember Sayre. Motion Passed 5/0.

5. **Appointments, Presentations, Proclamations and Recognitions**

(a) Receive Proclamation recognizing October 6th, 2026 as National Night Out for the Tool Police Department. Mayor Pro-Tem Figueroa read the Proclamation.

(b) Receive presentation from Malakoff ISD regarding an upcoming ballot measure for the November 3rd, 2026 School Funding Election. Brandi Sutton of Malakoff ISD discussed the upcoming ballot measure for Malakoff ISD.

6. **Citizen Comments:** Citizens wishing to speak on an agenda item must sign up to do so **(3 Minute Maximum)** ***The Council will not comment on items not on the agenda; however, the Council may refer the item to City Staff for research, resolution or referral of the matter to the Council as a future agenda item.***

A. La Mon Chaney spoke on Item 12 during the time Item 12 was discussed
B. Diann Carroll spoke on Item 12 during the time Item 12 was discussed
C. Eileen Jensen spoke on Item 12 during the time Item 12 was discussed
D. Michael Fladmark spoke on Item 12 during the time Item 12 was discussed
E. Linda Burt spoke on Item 12 during the time Item 12 was discussed

F. LaMon Chaney spoke on Item 20 during the time Item 20 was discussed
G. Lee Ann Grimes spoke on Item 20 during the time Item 20 was discussed
H. Diann Carroll spoke on Item 20 during the time Item 20 was discussed
I. Eileen Jensen spoke on Item 20 during the time Item 20 was discussed
J. Michael Fladmrk spoke on Item 20 during the time Item 20 was discussed

K. LaMon Chaney spoke on Item 21 during the time Item 21 was discussed
L. Eileen Jensen spoke on Item 21 during the time Item 21 was discussed
M. Michael Fladmark spoke on Item 21 during the time Item 21 was discussed

7. **Staff Comments** - *Hear announcements concerning matters appearing on the agenda; items of community interest; Staff gives regards dealing with specific factual information or existing policy dealing within the City, that may have an impact on citizens, staff or the City Council of Tool. No formal action will be discussed or taken.*

A. City Secretary Kimberley Price discussed the upcoming November Election
B. Director of Maintenance and Operations Frank Martin discussed the completion of the Maintenance Barn project
C. City Administrator Julius Kizzee discussed the transition to a new bank for city funds, a continued audit on Short Term Rentals, and the continued transition to a new Information Technology provider.

Public Hearings – *The Tool City Council shall open relevant public hearings to receive citizen testimony regarding the following items. The public comment period begins on the first date notice is published and extends to the close of the public hearing. Public comments may be submitted either in writing to the City of Tool City Council, Office of the City Secretary, 701 N. Tool Dr., Tool, TX 75143, or electronically via email at contact@tooltexas.org. Please be aware that any contact information you provide, including your name, phone number, email address and physical address will become part of the city's public record.*

8. **Open, announce the time and conduct a public hearing to receive testimony on the following:**

   The Public Hearing was opened at 6:15p.m.

9. Discuss a variance request by William and Gail Knapp of 1916 Cherokee Trace, to erect a guest house in front of a main (primary) structure, in an R-1, Residential District. Property Owner William Knapp presented this item. Councilmember Dumont inquired if the property owner had the ability to add the guest house to the back of their property. Councilmember Stykes inquired regarding the current and proposed setbacks on the property. Councilmember Figueroa inquired regarding the size of the proposed guest house. Councilmember Stykes stated that this property was on a curved road. Councilmember Salvato inquired regarding the property elevation and concluded by inquiring regarding the total percentage of lot usage.

10. Discuss a variance request by William and Gail Knapp of 1916 Cherokee Trace, to encroach the 20-foot setbacks on the front side of their property for the purposes of a guest house and carport, in an R-1, Residential District. Property Owner William Knapp presented this item.

11. Discuss a variance request by William and Gail Knapp of 1916 Cherokee Trace, to erect an accessory structure in the front yard of the property for the purposes of a guest house, in an R-1, Residential District. Property Owner William Knapp presented this item.

12. Discussion of a conceptual plan in accordance with Ordinance 2026-10, Live Oak Vista Conceptual plan. Benjamin Rodriguez, a representative from Bureau Veritas (The City of Tool's third party plan review and inspection service), presented this item and further explained the conceptual plan for Live Oak Vista citing that the plan met the City of Tool Ordinances. Councilmember Stykes inquired how this conceptual plan compared to other conceptual plans Bureau Veritas has reviewed. Rodriguez stated that this was a very high-level document and that for a conceptual plan, it was very similar to others he had seen. Councilmember Stykes inquired when a Planning and Zoning Commission would review a project of this type, to which Rodriguez stated that it would be after the acceptance of a conceptual plan. Councilmember Stykes read an email sent to him by Mayor Bennett to read in regard to this item.

13. **Close public hearing and announce the time.** The Public Hearing was closed at 6:48 p.m.

Consent Agenda - *Approval of Consent Agenda items authorize each to be implemented in accordance with staff recommendations provided. An item may be removed from the consent agenda and added to the Statutory Agenda for full discussion upon request by a member of the Council present at this meeting.*

14. Approve Minutes: September 17th, 2026 Regular Meeting. Motion to Approve Minutes: September 17th, 2026 Regular Meeting was made by Councilmember Dumont with second by Councilmember Sayre. Motion Passed 4/0. Councilmember Figueroa Abstained.

15. Approve Monthly Activity Reports for September as presented: (A) Executive Summary (B) Financial and Expenditure (C) Municipal Court; (D) Police (E) Maintenance; (F) Building (G) Code Enforcement and; (H) Animal Control. Councilmember Stykes inquired regarding financial statements and concluded by inquiring regarding small tool purchases. Motion to Approve Monthly Activity Reports for September as presented: (A) Executive Summary (B) Financial and Expenditure (C) Municipal Court; (D) Police (E) Maintenance; (F) Building (G) Code Enforcement and; (H) Animal Control was made by Councilmember Sayre with second by Councilmember Dumont. Motion Passed 4/0. Councilmember Figueroa Abstained.

Statutory Agenda - *The purpose of this section is to have full discussion upon request by the Tool City Council. Ideas, thoughts and decisions are formulated by City Council and staff plans, operations, policies, and/or future projects, including the following:*

16. Discuss and Take Action on a variance request by William and Gail Knapp of 1916 Cherokee Trace, to erect a guest house in front of a main (primary) structure, in an R-1, Residential District. Motion to Take Action on a variance request by William and Gail Knapp of 1916 Cherokee Trace, to erect a guest house in front of a main (primary) structure, in an R-1, Residential District was made by Councilmember Dumont with second by Councilmember Sayre. Motion Failed 1/3. Councilmember Sayre, Councilmember Stykes and Councilmember Salvato Opposed.

17. Discuss and Take Action on a variance request by William and Gail Knapp of 1916 Cherokee Trace, to encroach the 20-foot setbacks on the front side of their property for the purposes of a guest house and carport, in an R-1, Residential District. Motion to Take Action on a variance request by William and Gail Knapp of 1916 Cherokee Trace, to encroach the 20-foot setbacks on the front side of their property for the purposes of a guest house and carport, in an R-1, Residential District was made by Councilmember Dumont. Motion Failed due to the lack of a second.

18. Discuss and Take Action on a variance request by William and Gail Knapp of 1916 Cherokee Trace, to erect an accessory structure in the front yard of the property for the purposes of a guest house, in an R-1, Residential District. Motion to Take Action on a variance request by William and Gail Knapp of 1916 Cherokee Trace, to erect an accessory structure in the front yard of the property for the purposes of a guest house, in an R-1, Residential District was made by Councilmember Dumont. Motion Failed due to the lack of a second.

19. Consider, Discuss and Take Action on bids received for the replacement of the marquee sign at

Tool City Hall. City Administrator Kizzee presented this item highlighting the estimates received from Pusher Signs along with Forney Signs. Councilmember Stykes inquired what warranties were offered with the new signs. Councilmember Figueroa stated that he was wanting to get best quality of sign and concluded by discussing that using money from both the Hotel Occupancy Tax fund along with the Capital Improvement fund to purchase a good quality sign would be a good use of those funds. Motion to select Pusher Signs bid of $38,162.00 for a Marquee sign to be funded by using $28,162.00 of the Capital Improvement fund and $10,000.00 of the Hotel Occupancy fund was made by Councilmember Dumont with second by Councilmember Stykes. Motion Passed 5/0.

Ordinance Readings

20. General Discussion on Ordinance 2026-11, Tool Planning and Zoning Commission. Councilmember Dumont stated that he was in favor of a Planning and Zoning Commission. Councilmember Dumont concluded by stating that the procedure when appointing a Planning and Zoning Commission previously was done incorrectly. Councilmember Salvato stated that the procedure when appointing a Planning and Zoning Commission previously was done incorrectly and that he did not feel that a Planning and Zoning Commission was not needed at this time. Councilmember Salvato continued by stating that a Comprehensive Plan was needed for the City and concluded by stating that a Planning and Zoning Commission would require more of city staff's time. Councilmember Stykes stated that he would like to see the Planning and Zoning Commission be done correctly this time and that the city does want a Planning and Zoning Commission. Mayor Pro-Tem Figueroa stated that he agreed with following state law, but he felt that Planning and Zooning Commission would be an advisory only position.

21. Discuss and Take Action to Adopt Ordinance 2026-10, Live Oak Vista Conceptual plan. Benjamin Rodriguez, a representative form Bureau Veritas (The City of Tool's third party plan review and inspection service), presented this item and further explained the Conceptual plan along with the City of Tool's Planned Development Ordinance. Councilmember Stykes inquired regarding possible Multi-Development housing in Tract Two of the conceptual plan. Mayor Pro-Tem Figueroa inquired regarding the maximum of number of housing units for the proposed development. Mayor Pro-Tem Figueroa inquired if this Conceptual plan would be considered a good Conceptual plan to which Bureau Veritas's Represented stated that this Conceptual plan meets Building Codes provides club houses, parks and plenty of green spaces. Councilmember Stykes stated that the city does want to see development however it wants to see steady development. Mayor Pro-Tem Figueroa stated that the developer was funding this project 100% to which City Administrator Kizzee stated that yes, the City of Tool has not paid for the development. Mayor Pro-Tem Figueroa continued by stating that as city officials we are elected to make decisions and to trust and rely on experts on their opinions. Councilmember Dumont stated that this was just the starting point for this project and continued by stating that no one had approved anything. Councilmember Dumont continued by stating that there was no need to wait and miss an opportunity and concluded by stating that the developer still had bring a development plan before the City Council. Councilmember Sayre stated that the city had already pushed this idea around for three years. Councilmember Sayre concluded by stating that development was coming whether we like it or not. Motion to Take Action to Adopt Ordinance 2026-10, Live Oak Vista Conceptual plan was made by Councilmember Dumont with second by Councilmember Sayre. Motion Passed 4/1. Councilmember Stykes Opposed.

Resolution Adoption

22. Consider, Discuss and Take Action to Adopt Resolution 2026-06R, Official City Newspaper. Motion to Adopt Resolution 2026-06R, Official City Newspaper was made by Councilmember Dumont with second with Councilmember Sayre. Motion Passed 4/0. Mayor Pro-Tem Figueroa Abstained.

23. Consider, Discuss and Take Action to Adopt Resolution 2026-07R, Municipal Courts Week. Motion to Adopt Resolution 2026-07R, Municipal Courts Week was made by Councilmember Stykes with second by Councilmember Dumont. Motion Passed 4/0. Mayor Pro-Tem Figueroa Abstained.

24. Consider, Discuss and Take Action to Adopt Resolution 2026-08R, Financial Manual for the City of Tool. Mayor Pro-Tem Figueroa presented this item highlighting the need for a training manual for the Finance Department. City Administrator Kizzee stated that this manual would be an internal city manual. Councilmember Figueroa requested changes to the manual in regard to the naming of the Emergency Fund minimum balance. Motion to Adopt Resolution 2026-08R, Financial Manual for the City of Tool was made by Councilmember Dumont with second by Councilmember Salvato. Motion Passed 5/0.

25. Consider, Discuss and Take Action to Adopt Resolution 2026-09R, Financing of Chevy Tahoe's. Chief of Police Robert Walker presented this item highlighting the request for three Police Tahoe's to add to the fleet. Chief of Police Walker continued by stating that the average mileage on his existing vehicles was 400,000 miles, including idle time. Chief of Police Walker continued by stating that this financing would allow for no payments for 18 months. Mayor Pro-Tem Figueroa stated that Government Capital would provide financing at a total of $3,700 per month. Mayor Pro-Tem Figueroa continued by stating that the existing financing of the current Tahoe's would be paid off six months prior to the first payment being due on the new Tahoe's. Councilmember Stykes stated that the purchase of vehicles was not budgeted for nor was it discussed during the budget workshops earlier this year. Councilmember Stykes read another message from Mayor Bennett which stated that approving this would contradict the city budget and did not feel that it was appropriate for this City Council to make decisions for the next City Council. Mayor Pro-Tem Figueroa stated that he disagreed with that thought and that the funding for the vehicles would come from a future budget, not this current budget. Mayor Pro-Tem Figueroa continued by explaining the process of replacing fleet vehicles and the financing process to do so. Mayor Pro-Tem Figueroa continued by stating that a monthly vehicle payment would be cheaper in the long run as opposed to costly vehicle repairs for older vehicles. Councilmember Stykes inquired if there were other financing options available to which Mayor Pro-Tem Figueroa stated that municipal financing typically has better options. Councilmember Stykes stated that the city would be paying 18 months of interest even though the city would not being making monthly payment during that time. Motion to Consider, Discuss and Take Action to Adopt Resolution 2026-09R, Financing of Chevy Tahoe's was made by Councilmember Sayre with second by Councilmember Salvato. Motion Passed 5/0.

26. **Council Comments** - *Hear announcements concerning matters appearing on the agenda; items of community interest; and/or inquiries of staff regarding specific factual information or existing policy from the Mayor, Councilpersons, and City staff, for which no formal action will be discussed or taken.*

A. Councilmember Dumont thanked Councilmember Sayre and Councilmember Figueroa for their service to the city and concluded by stating that he had enjoyed working with them both
B. Councilmember Sayre thanked Councilmember Figueroa, Councilmember Dumont, City Administrator Kizze and the whole city staff for everything that they do and concluded by thanking his family for their support during his time on the City Council.
C. Councilmember Salvato thanked everyone for coming to the meeting and concluded by stating that he was going to miss everyone who was getting off of the City Council
D. Mayor Pro-Tem Figueroa stated that he had a rewarding four years serving on the City Council. Mayor Pro-Tem Figueroa continued by congratulating City Administrator Kizzee along with City Secretary Price on how much they had grown into their positions over the past four years. Mayor Pro-Tem Figueroa continued by discussing his assistance in growing the City budget during his time.

27. **Future Agenda Items -** *The Council may request items to be placed on a future agenda at this time. No discussion or deliberation of the items may take place at this time, other than a determination of Council consensus to direct staff to place the item on a future agenda.*

A. Councilmember Dumont requested that the discussion of road bonds be placed on a future meeting agenda

28. **Closing**
A. Next Meeting: November 19th, 2026
B. Adjourn. Motion to Adjourn the meeting at 8:21pm was made by Councilmember Dumont with second by Councilmember Sayre. Motion Passed 5/0. Meeting Adjourned at 8:21p.m.

A meeting that is "open to the public", pursuant to the Open Meetings Act, is one that the public is permitted to attend. The act does not entitle the public to choose the items to be discussed or to speak about items on the agenda. If the City Council, during the course of the meeting covered by this notice, should determine that an executive session is required, then such executive session, as authorized by the Texas Open Meetings Act, Texas Government Code, Section 551.001 et seq., will be held by the Council at the date, hour and place given in this notice, concerning but not limited to the following sections and purposes of the Act: 551.071 Private consultation with the city's attorney; 551.072 Deliberations about Real Property; or, 551.074 Discussing personnel or to hear complaints against personnel. Should any final action, final decision or final vote be required in the opinion of the City Council regarding any matter considered in such executive session, then the final action, final decision or final vote shall be in the open meeting covered by this Notice upon the reconvening of the public meeting.

I certify that the above notice of meeting, a true and correct copy, was posted on the bulletin board in front of Tool City Hall prior to the required 72 hours and that the city's official newspaper was notified.

Attest:

SEAL

_____ _____
Vera Bennett, Mayor Kimberley Price, City Secretary

Minutes

October 23rd, 2026 at 2:30 p.m.
Special Council Meeting
Oran White Civic Center
701 N. Tool Drive
Tool, TX 75143

1. Call to Order
2. Roll Call: Bennett, Dumont, Figueroa, Salvato, Sayre, Stykes. Quorum was established with Mayor Bennett Presiding.
   (a) Establish Quorum
3. Invocation and Pledge of Allegiance
4. Declare, if any, Council's Conflicts of Interest

   A. None

5. **Citizen Comments:** Citizens wishing to speak on an agenda item must sign up to do so **(3 Minute Maximum)** ***The Council will not comment on items not on the agenda; however, the Council may refer the item to City Staff for research, resolution or referral of the matter to the Council as a future agenda item.***

   A. Tufan Kilinc spoke on Item 9 at the time of the Agenda Item
   B. Marsha Goforth signed up to speak on Agenda Item 7, but declined to speak when addressed

6. **Staff Comments** - *Hear announcements concerning matters appearing on the agenda; items of community interest; Staff gives regards dealing with specific factual information or existing policy dealing within the City, that may have an impact on citizens, staff or the City Council of Tool. No formal action will be discussed or taken.*

   A. No staff comments were made.

Statutory Agenda - *The purpose of this section is to have full discussion upon request by the Tool City Council. Ideas, thoughts and decisions are formulated by City Council and staff plans, operations, policies, and/or future projects, including the following:*

7. Consider, Discuss and Take Action on repealing Ordinance 2006-0921, Eliminating the Planning and Zoning Commission. Mayor Vera Bennett made comments regarding the ordinance reflecting that the current City Council serves as the Planning and Zoning Commission. Bennett has said the city has received a petition, with over 100 signatures, for the creation of a Planning and Zoning Commission in the City of Tool. Motion to repeal Ordinance 2006-0921, Eliminating the Planning and Zoning Commission was made by Councilmember Robert Stykes with second by Councilmember Salvato. Motion Failed 1/4. Councilmember Dumont opposed, Councilmember Figueroa opposed, Councilmember Salvato opposed, Councilmember Sayre opposed.

8. Consider, Discuss and Take Action on adopting Ordinance 2026-11, Tool Planning and Zoning Commission. Mayor Vera Bennett mentioned this item would be mute, since Agenda Item 7 failed to be repealed. City Administrator Julius Kizzee said the proper procedure at this time would be to table the item. Motion to Table was made by Councilmember Stykes. Motion Fails due to lack of second. (Mayor asked for second three times)

9. Consider, Discuss and Take Action on repealing Article 15, Section 15-4, Conceptual and Development Plans of the City of Tool's Planning Zoning Ordinance. Councilmember Salvato made a motion to repeal Article 15, Section 15-4, Conceptual and Development Plans of the City of Tool's Planning Zoning Ordinance with second by Councilmember Stykes. Motion Failed 1/4. Councilmember Dumont opposed, Councilmember Figueroa opposed, Councilmember Salvato opposed, Councilmember Sayre opposed.

10. Consider, Discuss and Take Action on adopting Ordinance 2026-13, Conceptual and Development Plans. Motion to adopt Ordinance 2026-13, Conceptual and Development Plans was made by Councilmember Stykes with second by Councilmember Salvato. Motion Failed 1/4. Councilmember Dumont opposed, Councilmember Figueroa opposed, Councilmember Salvato opposed, Councilmember Sayre opposed.

11. Consider, Discuss and Take Action to reconsider the motion to "Adopt Ordinance 2026-10, Live Oak Vista Conceptual Plan," in regard to Agenda Item 21 on October 15th, 2026, as requested by Councilmembers Dumont, Salvato and Sayre. Councilmember Salvato spoke in regard to the agenda item that was requested by councilmembers Dumont, Sayre and himself. Salvato said his research prompted him to look into the 30-day notification window for citizens within 200 feet of the zoning change, per Local Government Code Chapter 211. Salvato mentioned the notices went out on September 29th, 2026 and next steps completed in regard to the action on October 15th, 2026, was improper by the Council in regard to that item. City Administrator Kizzee mentioned that he had reached out to the city attorney in regard to Local Government Code Chapter 211.006. Kizzee said the motion was improper at the time and advised that the council would have to be brought up to speed when there is a consultation with the city attorney. Mayor Bennett said she had similar conversations with the city attorney as well. Councilmember Mike Dumont mentioned that agenda items should be vetted properly before coming before council meetings. Councilmember Salvato mentioned that the City Council needed to stand back and look at the options the city had in front of it to remedy the situation, move the agenda item forward and avoid the situation happening again. Mayor Bennett asked Tufan Kilinc, of the 79-acre Live Oak Vista Development project, to come forward and speak. Kilinc mentioned that his group was disappointed in the results of this meeting and furthered city research. Kilinc mentioned that they would exhaust all legal avenues to remedy the situation as well. City Administrator Kizzee said the city needs to look at previous zoning changes and consult with the city attorney if changes or remedies had to be made. Motion to Table was made by Councilmember Stykes with second by Salvato. Motion Tabled 5/0.

12. Consider, Discuss and Take Action to reconsider the motion to "Adopt Resolution 2026-09R, Financing of Chevy Tahoes," in regard to Agenda Item 25 on October 15th, 2026, as requested by Councilmembers Dumont, Salvato and Sayre. Mayor Bennett spoke in regard to making sure that the future purchase of police vehicles were made properly. Mayor Bennett spoke in regard to the reconsideration for the agenda item from the October 15th, 2026 email she sent, then rescinded after Councilmember Stykes asked for the reconsideration at the November regularly scheduled council meeting. Mayor Bennett also asked how the item came before the council at this special meeting and also with the notion of multi-year budgeting. Councilmember Stykes said he did some research on the top five vehicles for a police department, in regard to cost savings for a less expensive vehicle. Stykes also mentioned the city would save relative to a $22,000 over the life of the loan, if moved from a six-year loan to a five-year loan. Mayor Bennett questioned the wording on the agenda, after her

reconsideration was pulled as an agenda request, rather than an agenda item. Councilmember Dumont clarified that the group requested the agenda item to be placed at a special meeting, not at the November regular meeting. Mayor Bennett made objections that the wording on the agenda was incorrect, due to the lack of consideration from her reconsideration made for the agenda item made on October 15th, 2026. Councilmember Figueora asked for the correspondence from the city attorney in regard to the wording on the agenda. Councilmember Stykes reiterated that the council was going to purchase the vehicles, just needed to see the merits of how to do so between the time of this meeting and the next regularly scheduled council meeting. Councilmember Figueroa asked if Kizzee could give a phone call to City Attorney Blake Armstrong in regard to the item, but the city attorney did not answer. Motion to Table was made by Councilmember Stykes with second by Councilmember Salvato. Motion Tabled 3/2. Councilmember Figueora opposed, Councilmember Sayre opposed.

13. **Council Comments** - *Hear announcements concerning matters appearing on the agenda; items of community interest; and/or inquiries of staff regarding specific factual information or existing policy from the Mayor, Councilpersons, and City staff, for which no formal action will be discussed or taken.*

    A. Councilmember Stykes said this information is new for all and mistakes had been made.

14. **Future Agenda Items** - *The Council may request items to be placed on a future agenda at this time. No discussion or deliberation of the items may take place at this time, other than a determination of Council consensus to direct staff to place the item on a future agenda.*

    A. Councilmember Dumont requested road bonding for new permitted structures on the November agenda.
    B. Councilmember Sayre requested another warning siren be considered for the southern part of the city.
    C. Councilmember Salvato requested information in regard to a comprehensive plan for the City of Tool.
    D. Councilmember Stykes requested information in regard to the Plantation Dr. road project, as an update for the next regularly scheduled council meeting.

15. **Closing**
    A. Next Meeting: November 19th, 2026
    B. Adjourn – Motion to Adjourn was made by Councilmember Dumont with second by Councilmember Stykes. Motion Passed 5/0. Meeting with Adjourned @ 3:07 p.m.

A meeting that is "open to the public", pursuant to the Open Meetings Act, is one that the public is permitted to attend. The act does not entitle the public to choose the items to be discussed or to speak about items on the agenda. If the City Council, during the course of the meeting covered by this notice, should determine that an executive session is required, then such executive session, as authorized by the Texas Open Meetings Act, Texas Government Code, Section 551.001 et seq., will be held by the Council at the date, hour and place given in this notice, concerning but not limited to the following sections and purposes of the Act: 551.071 Private consultation with the city's attorney; 551.072 Deliberations about Real Property; or, 551.074 Discussing personnel or to hear complaints against personnel. Should any final action, final decision or final vote be required

in the opinion of the City Council regarding any matter considered in such executive session, then the final action, final decision or final vote shall be in the open meeting covered by this Notice upon the reconvening of the public meeting.

I certify that the above notice of meeting, a true and correct copy, was posted on the bulletin board in front of Tool City Hall prior to the required 72 hours and that the city's official newspaper was notified.

Attest:

SEAL

_____
Vera Bennett, Mayor

_____
Kimberley Price, City Secretary

City of Tool
City Council

City Council Agenda Request

Meeting Date Requested: November 19th, 2026

Requested By: Staff

Department: Multidepartmental

Agenda Item No. **8**

Is this a Budgeted Item? ☐ Yes ☐ No

○ Contract/Agreement ○ General Discussion ○ Ordinance ● Report ○ Resolution

Attachments: Monthly Reports for the Executive Summary, Financial & Expenditure, Municipal Court, Police, Maintenance, Building, Code Enforcement and Animal Control

Summary of Agenda Item to be considered:

Staff would like to present the monthly reports for the month of October 2026.

Agenda Item, as listed on the agenda:

Approve Monthly Activity Reports for October 2026 as presented: (A) Executive Summary (B) Financial and Expenditure (C) Municipal Court; (D) Police (E) Maintenance; (F) Building (G) Code Enforcement and; (H) Animal Control

Recommended Motion to Consider:

"I move that we accept the monthly activity reports for October 2026, as presented."

The deadline for agenda requests is by the end of the day on the first day of the month, prior to the scheduled Council Meeting. If you have any additional information you would like for Council to view, please attach it to this form. Please send this form to Kimberley Price, City Secretary when finished.

Executive Summary

From the City Administrator – November 2026

Dear Council and Mayor,

Here is a Monthly Executive Summary of the past 30 days for the City, for the Council meeting in November 2026.

- Staff has opened several of the bank accounts at Prosperity Bank as of October. There are some still over at Simmons Bank and with the combination of the City Controller and consultant, we are hoping to finish this project in the next few weeks. However, we are currently identifying the cross comparison of interest rates so that we will have higher yields for our accounts.
- The Building Technician position hiring process will have to restart after the last candidate has pulled their acceptance offer, and this item is on tap to be discussed at the November workshop.
- Staff is currently completing an audit for short-term rentals in the city, with efforts through Code Enforcement and our financial consultant, D-Up Consulting.
- An updated budget book will be uploaded to the city's website, including final financial figures for the city at year-end of FY 25'-26'.
- Our IT provider, Jantech Solutions, is currently installing their software and making the IT transition at this time in City Hall and the Police Department.
- The audit for the 2025-2026 fiscal year will begin in the coming weeks and the city will have to complete it by March of 2027, to stay compliant with Senate Bill 1851.
- The Plantation Dr. project is still ongoing and staff is pricing out the recommendations made by Lee Engineering.
- Officer Kenny Boyles has transitioned to patrol and officer Stacy Hatcher is now in the Code Enforcement position. Hatcher has acclimated well and is tackling short term rental permits, abatement processes and other code compliance issues.
- Parks Administrator Mimi Packett is currently in the planning stages for a City of Tool Christmas tree lighting slated for December 4th.

CITY OF TOOL

Balance Sheet

As of Oct 31, 2026

	Total
Assets	
Current Assets	
Bank Accounts	
1010-0 1010 - General Fund #0566 (SB)	12,909.32
1010-10 1010 - 10 Hot Funds #8652(SB)	0.00
1010-2 1010-2 Ad Valorem Acct #0558(SB)	206,519.93
1010-3 1010-3 Emergency Fund Account #0509(SB)	404,384.22
1010-4 1010-4 Municipal Court Acct #1903(SB)	72,193.02
1010-5 1010-5 Court Security Acct#1911(SB)	0.00
1010-6 1010-6 Court Tech Acct#2109(SB)	0.00
1010-7 1010-7 Interest & Sinking Acct#2521(SB)	25,488.90
1010-9 1010-9 Park Construction #9546(SB)	27,900.79
1011 Petty Cash-All	**$400.00**
1012-10 1012 - 10 Hot Funds #0614(PB)	127,831.29
1012-11 1012-11 Court Security & Tech Fund #0630(PB)	8,188.34
1012-4 1012-4 Municipal Court Fund #1034(PB)	1.57
1012-5 1012-5 Municipal Court Security Fund#1050(PB)	34,458.65
1012-6 1012-6 Court Tech Acct#1084(PB)	5,139.08
1012-8 1012-8 Police Seizure Fund-Citizens Acct # 0763(PB)	135.09
1020-0 1020-0 Series Limited Tax Note Const Acct #2558	41,556.10
1020-3 1020-3 Escrow Draw Account (8519) - 2 (SB)	0.00
1022-3 1022-3 Escrow Draw Account (0169) (PB)	234,699.69
1022-4 1022-4 Capital Improvement Fund Acct# 0359 (PB)	718,839.56
1033-0 1033- TexSTAR	970.49
1040 Eight at Tool Checking	0.00
Total Bank Accounts	**$1,921,616.04**
Accounts Receivable	**$32,658.38**
Other Current Assets	**$1,057.29**
Total Current Assets	**$1,955,331.71**
Fixed Assets	**$1,017,770.61**
Other Assets	
1510 Inter Co - The Eight at Tool	2,790.37
Total Other Assets	**$2,790.37**
Total Assets	**$2,975,892.69**
Liabilities and Equity	
Liabilities	
Current Liabilities	**$194,320.60**
Long-term Liabilities	**-$168,761.55**
Total Liabilities	**$25,559.05**
Equity	**$2,950,333.64**
Total Liabilities and Equity	**$2,975,892.69**

CITY OF TOOL

Budget vs. Actuals: Budget_FY27_P&L MASTER - FY27 P&L

October 2026

	TOTAL				
	ACTUAL	BUDGET	OVER BUDGET	REMAINING	% REMAINING
Income					
4000 Revenues					
4010 Animal Registrations/ Fees		250.00	-250.00	250.00	100.00 %
4011 Alarm Permit		300.00	-300.00	300.00	100.00 %
4012 Garage Sale Permits		180.00	-180.00	180.00	100.00 %
4013 Animal Surrender Fees		650.00	-650.00	650.00	100.00 %
4020 Building Permits	9,873.21	110,000.00	-100,126.79	100,126.79	91.02 %
4025 Short Term Rental Annual Permit		9,000.00	-9,000.00	9,000.00	100.00 %
4030 City Facilities Rental	50.00	7,000.00	-6,950.00	6,950.00	99.29 %
4040 Cable TV/Telephone Franchise Fees	4,552.51	31,000.00	-26,447.49	26,447.49	85.31 %
4050 Contributions/Donations					
4050-1b Event Donations/Contributions/Fees		0.00	0.00	0.00	
4050-2 contributions - Police dept.		0.00	0.00	0.00	
Total 4050 Contributions/Donations		**0.00**	**0.00**	**0.00**	
4064 Fines & Forfeitures	9,358.54	265,000.00	-255,641.46	255,641.46	96.47 %
4064a Municipal 3rd Party Payout	8,689.12	180,000.00	-171,310.88	171,310.88	95.17 %
4064b Municipal Jury Fund (MJF)	7.32	160.00	-152.68	152.68	95.43 %
4064c Municipal Truancy & Prev (MTPF)	366.57	8,000.00	-7,633.43	7,633.43	95.42 %
4064d Municipal Court Security Fund (MSF)	359.16	8,000.00	-7,640.84	7,640.84	95.51 %
4064e Municipal Court Technology Fund (MTF)	293.25	7,300.00	-7,006.75	7,006.75	95.98 %
Total 4064 Fines & Forfeitures	**19,073.96**	**468,460.00**	**-449,386.04**	**449,386.04**	**95.93 %**
4068 Service Fee Retained by City	128.34	2,000.00	-1,871.66	1,871.66	93.58 %
4070 HCAD Ad Valorem	45,477.56	1,435,645.63	-1,390,168.07	1,390,168.07	96.83 %
4071 HCAD Interest & Sinking	16,781.17	551,391.09	-534,609.92	534,609.92	96.96 %
4090 Trinity Valley Electric		85,000.00	-85,000.00	85,000.00	100.00 %
4100 Miscellaneous Revenue		0.00	0.00	0.00	
4102 Loan Proceeds		0.00	0.00	0.00	
4110 Hotel Occupancy Tax	8,991.75	42,000.00	-33,008.25	33,008.25	78.59 %
4120 State Sales Tax-Rev. Sharing	32,556.72	410,000.00	-377,443.28	377,443.28	92.06 %
4121 State Mixed Beverage Sale Tax R	394.04	7,000.00	-6,605.96	6,605.96	94.37 %
4140 TU/Oncor Electric		18,000.00	-18,000.00	18,000.00	100.00 %
4150 Waste Services		42,000.00	-42,000.00	42,000.00	100.00 %
4301 L.E.O.S.E		2,000.00	-2,000.00	2,000.00	100.00 %
Total 4000 Revenues	**137,879.26**	**3,221,876.72**	**-3,083,997.46**	**3,083,997.46**	**95.72 %**
4101 Interfund Transfers					
4101-a From Emergency Fund		0.00	0.00	0.00	
4101-b From Capital Improvement Fund		0.00	0.00	0.00	
4101-c From City Hall Construction Fund		0.00	0.00	0.00	
4101-d From Parks Development Fund		0.00	0.00	0.00	

CITY OF TOOL

Budget vs. Actuals: Budget_FY27_P&L MASTER - FY27 P&L

October 2026

	TOTAL				
	ACTUAL	BUDGET	OVER BUDGET	REMAINING	% REMAINING
Total 4101 Interfund Transfers		**0.00**	**0.00**	**0.00**	
4205 Transfer In from HOT Tax Fund		0.00	0.00	0.00	
4700 Property Abatement Reimbursements		5,000.00	-5,000.00	5,000.00	100.00 %
4801 Credit Card Rebate	158.36	800.00	-641.64	641.64	80.21 %
Park Event Revenue					
4601 Food Truck Rental Fees		3,000.00	-3,000.00	3,000.00	100.00 %
4602 Amphitheatre Rental Fees		300.00	-300.00	300.00	100.00 %
Total Park Event Revenue		**3,300.00**	**-3,300.00**	**3,300.00**	**100.00 %**
Total Income	**$138,037.62**	**$3,230,976.72**	**$ -3,092,939.10**	**$3,092,939.10**	**95.73 %**
GROSS PROFIT	**$138,037.62**	**$3,230,976.72**	**$ -3,092,939.10**	**$3,092,939.10**	**95.73 %**
Expenses					
5000 Expenditures					
5010-0 Accounting Services		0.00	0.00	0.00	
5010-1 Accounting Services-Admin	530.00	5,500.00	-4,970.00	4,970.00	90.36 %
Total 5010-0 Accounting Services	**530.00**	**5,500.00**	**-4,970.00**	**4,970.00**	**90.36 %**
5020 Advertising Expense					
5020-1 Advertising-Admin	480.00	4,250.00	-3,770.00	3,770.00	88.71 %
Total 5020 Advertising Expense	**480.00**	**4,250.00**	**-3,770.00**	**3,770.00**	**88.71 %**
5030 Animal Care					
5030-9 Animal Control	1,625.00	23,140.00	-21,515.00	21,515.00	92.98 %
Total 5030 Animal Care	**1,625.00**	**23,140.00**	**-21,515.00**	**21,515.00**	**92.98 %**
5045 Auto Allowance					
5045-1 Executive Auto Allowance-Admin	369.24	4,800.00	-4,430.76	4,430.76	92.31 %
Total 5045 Auto Allowance	**369.24**	**4,800.00**	**-4,430.76**	**4,430.76**	**92.31 %**
5050 Auto Fuel					
5050-2 Auto Fuel-Police	3,565.77	36,500.00	-32,934.23	32,934.23	90.23 %
5050-3 Auto Fuel-Maint	505.22	10,000.00	-9,494.78	9,494.78	94.95 %
5050-6 Auto Fuel-Park	149.88	2,000.00	-1,850.12	1,850.12	92.51 %
5050-7 Auto Fuel-Code Enforcement		1,500.00	-1,500.00	1,500.00	100.00 %
5050-8 Auto Fuel-Building/Code	56.97	800.00	-743.03	743.03	92.88 %
Total 5050 Auto Fuel	**4,277.84**	**50,800.00**	**-46,522.16**	**46,522.16**	**91.58 %**
5060 Audit Fees					
5060-1 Audit Fees -Admin		35,000.00	-35,000.00	35,000.00	100.00 %
Total 5060 Audit Fees		**35,000.00**	**-35,000.00**	**35,000.00**	**100.00 %**
5070-0 Bank Charges					
5070-1 Bank Charges-Admin	364.14	6,000.00	-5,635.86	5,635.86	93.93 %
Total 5070-0 Bank Charges	**364.14**	**6,000.00**	**-5,635.86**	**5,635.86**	**93.93 %**
5082 Capital Expenditures					

CITY OF TOOL

Budget vs. Actuals: Budget_FY27_P&L MASTER - FY27 P&L

October 2026

	TOTAL				
	ACTUAL	BUDGET	OVER BUDGET	REMAINING	% REMAINING
5082a Emergency Sirens		0.00	0.00	0.00	
5082b Maintenance Barn	266.77	0.00	266.77	-266.77	
5082c Police Department Building Remodel		0.00	0.00	0.00	
5082d Paradise Bay Subdivision Drainage (Phase 1A)		0.00	0.00	0.00	
5082e City Hall Remodel		0.00	0.00	0.00	
5082f Parks Development		0.00	0.00	0.00	
5082g Equipment Purchases-Excavator		0.00	0.00	0.00	
Total 5082 Capital Expenditures	**266.77**	**0.00**	**266.77**	**-266.77**	
5096 Property Abatements					
5096-7 Property Abatements		37,500.00	-37,500.00	37,500.00	100.00 %
5096-8 Unsafe Building Fund-Building		0.00	0.00	0.00	
Total 5096 Property Abatements		**37,500.00**	**-37,500.00**	**37,500.00**	**100.00 %**
5097 Computers,Software & Supplies					
5097-0 Computers,Software & Supplies-Multi	78.99	150.00	-71.01	71.01	47.34 %
5097-1 Computers,Software & Supplies-Admin	1,834.01	2,500.00	-665.99	665.99	26.64 %
5097-2 Computers,Software & Supplies-Police	1,834.30	2,000.00	-165.70	165.70	8.29 %
5097-3 Computers,Software & Supplies-Maint		1,000.00	-1,000.00	1,000.00	100.00 %
5097-4 MTF (FUND) Computers,Software & Supplies-Judicial - MTF Fund		1,000.00	-1,000.00	1,000.00	100.00 %
5097-8 Computers,Software & Supplies-Building/Code		2,000.00	-2,000.00	2,000.00	100.00 %
Total 5097 Computers,Software & Supplies	**3,747.30**	**8,650.00**	**-4,902.70**	**4,902.70**	**56.68 %**
5100 Contract Services					
5101-0 Contract Services IT-Multi Dept	800.00	30,000.00	-29,200.00	29,200.00	97.33 %
5102-0 Contract Services Acct-Multi Dept	900.00	5,000.00	-4,100.00	4,100.00	82.00 %
5103 Permit and InspectBuilding/Code	7,027.79	65,000.00	-57,972.21	57,972.21	89.19 %
5104-2 Contract Services PD-Police	3,397.91	44,700.00	-41,302.09	41,302.09	92.40 %
5104-8 Contract Services-(GIS, Engineering, & Survey)		5,000.00	-5,000.00	5,000.00	100.00 %
Total 5100 Contract Services	**12,125.70**	**149,700.00**	**-137,574.30**	**137,574.30**	**91.90 %**
5120-4 Court Costs & Arrest Fees - Judicial					
5120-4a Court Costs (Omnibase)	101.70	1,400.00	-1,298.30	1,298.30	92.74 %
5120-4b Court Costs-(Inmate Housing Fees)	90.00	2,500.00	-2,410.00	2,410.00	96.40 %
5120-4c Court Costs (GHS Collections)	1,784.02	24,000.00	-22,215.98	22,215.98	92.57 %
5120-4d Court Costs (Bailiff Pay)		500.00	-500.00	500.00	100.00 %
5120-4e Court Costs (Due to Comptroller)	6,803.40	160,000.00	-153,196.60	153,196.60	95.75 %
Total 5120-4 Court Costs & Arrest Fees - Judicial	**8,779.12**	**188,400.00**	**-179,620.88**	**179,620.88**	**95.34 %**
5121 Debt Service					
5121-0a GO Bond (Series 2020 JP Morgan) Principal		290,000.00	-290,000.00	290,000.00	100.00 %
5121-0b GO Bond (Series 2020 JPMorgan) Interest		1,889.50	-1,889.50	1,889.50	100.00 %
5121-0c CO Bond (Series 2020 Combo) Principal		110,000.00	-110,000.00	110,000.00	100.00 %
5121-0d CO Bond (Series 2020 Combo) Interest		62,370.00	-62,370.00	62,370.00	100.00 %

CITY OF TOOL

Budget vs. Actuals: Budget_FY27_P&L MASTER - FY27 P&L

October 2026

	TOTAL				
	ACTUAL	BUDGET	OVER BUDGET	REMAINING	% REMAINING
5121-0e Admin Bond (2026 Limited Tax Note) Principal		49,000.00	-49,000.00	49,000.00	100.00 %
5121-0f Admin Bond (2026 Limited Tax Note) Interest		32,617.33	-32,617.33	32,617.33	100.00 %
Total 5121 Debt Service		**545,876.83**	**-545,876.83**	**545,876.83**	**100.00 %**
5122-0 General Debt Service-Multi Dept		0.00	0.00	0.00	
5140 Dues & Subscriptions					
5140-0 Dues & Subscriptions-Multi		200.00	-200.00	200.00	100.00 %
5140-1 Dues & Subscriptions-Admin.	49.00	5,000.00	-4,951.00	4,951.00	99.02 %
5140-2 Dues & Subscriptions-Police	300.00	700.00	-400.00	400.00	57.14 %
5140-4 MTF (FUND) Dues & Subscriptions-Judicial - Judicial/Court (MTF FUND)		4,000.00	-4,000.00	4,000.00	100.00 %
5140-8 Dues & Subscriptions-Build/Code		16,500.00	-16,500.00	16,500.00	100.00 %
Total 5140 Dues & Subscriptions	**349.00**	**26,400.00**	**-26,051.00**	**26,051.00**	**98.68 %**
5150 Election Expense		3,700.00	-3,700.00	3,700.00	100.00 %
5160 Employee Benefits - Retirement					
5160-1 Employee Benefits/Retirement-Admin	1,692.93	22,000.00	-20,307.07	20,307.07	92.30 %
5160-2 Employee Benefits/Retirement-Police	2,705.50	38,000.00	-35,294.50	35,294.50	92.88 %
5160-3 Employee Benefits/Retirement-Maint	926.18	11,000.00	-10,073.82	10,073.82	91.58 %
5160-4 Employee Benefits/Retirement-Judicial/Court	297.04	3,150.00	-2,852.96	2,852.96	90.57 %
5160-6 Employee Benefits/Retirement-Park	232.36	3,000.00	-2,767.64	2,767.64	92.25 %
5160-7 Employee Benefits/Retirement- Code Enforcement		4,000.00	-4,000.00	4,000.00	100.00 %
5160-8 Employee Benefits/Retirement-Build/Code	357.19	4,000.00	-3,642.81	3,642.81	91.07 %
Total 5160 Employee Benefits - Retirement	**6,211.20**	**85,150.00**	**-78,938.80**	**78,938.80**	**92.71 %**
5170 Equipment Purchases					
5170-1 Equipment Purchases-Admin		1,000.00	-1,000.00	1,000.00	100.00 %
5170-2 Equipment Purchases-Police	847.13	8,000.00	-7,152.87	7,152.87	89.41 %
5170-3 Equipment Purchases-Maint.		13,000.00	-13,000.00	13,000.00	100.00 %
5170-6 Equipment Purchases-Park		2,000.00	-2,000.00	2,000.00	100.00 %
5170-7 Equipment Purchases- Code Enforcement		800.00	-800.00	800.00	100.00 %
5170-8 Equipment Purchases-Building/Code		400.00	-400.00	400.00	100.00 %
5170-9 Equipment Purchases-Animal Control		200.00	-200.00	200.00	100.00 %
Total 5170 Equipment Purchases	**847.13**	**25,400.00**	**-24,552.87**	**24,552.87**	**96.66 %**
5171 City Events		0.00	0.00	0.00	
5171-0 City Events - Multi	170.00	20,000.00	-19,830.00	19,830.00	99.15 %
5171-6 Events - HOT FUND-Park	2,600.00	6,300.00	-3,700.00	3,700.00	58.73 %
Total 5171 City Events	**2,770.00**	**26,300.00**	**-23,530.00**	**23,530.00**	**89.47 %**
5172 Minor Tools					
5172-3 Minor Tools-Maint		300.00	-300.00	300.00	100.00 %
5172-6 Minor Tools-Parks		700.00	-700.00	700.00	100.00 %
Total 5172 Minor Tools		**1,000.00**	**-1,000.00**	**1,000.00**	**100.00 %**
5173 Fund Balance Reimbursement					

CITY OF TOOL

Budget vs. Actuals: Budget_FY27_P&L MASTER - FY27 P&L

October 2026

	TOTAL				
	ACTUAL	BUDGET	OVER BUDGET	REMAINING	% REMAINING
5173-3 Equipment Rentals-Maint		13,189.00	-13,189.00	13,189.00	100.00 %
Total 5173 Fund Balance Reimbursement		**13,189.00**	**-13,189.00**	**13,189.00**	**100.00 %**
5174 Park Event Revenue					
5174-6a Food Truck Rental Fees Transfer to 8 @ Tool		0.00	0.00	0.00	
5174-6b Amphitheater Rental Fees Transfer to 8 @ Tool		0.00	0.00	0.00	
5174-6c General Fund Revenue Allocated to Park Events		0.00	0.00	0.00	
5174-6d HOT Funds Transfer to Park Events Fund		0.00	0.00	0.00	
Total 5174 Park Event Revenue		**0.00**	**0.00**	**0.00**	
5175-3 Equpment Rentals-Maint		0.00	0.00	0.00	
5190 Filing/Notary Fees					
5190-1 Filing/Notary Fees-Admin	260.40	200.00	60.40	-60.40	-30.20 %
Total 5190 Filing/Notary Fees	**260.40**	**200.00**	**60.40**	**-60.40**	**-30.20 %**
5200-0 HCAD Collections-Multi Dept	758.25	54,000.00	-53,241.75	53,241.75	98.60 %
5210 Investigation/Test Expense					
5210-1 Investigation/Test Expenses		0.00	0.00	0.00	
5210-2 Investigation/Test-Police		1,550.00	-1,550.00	1,550.00	100.00 %
Total 5210 Investigation/Test Expense		**1,550.00**	**-1,550.00**	**1,550.00**	**100.00 %**
5220 Insurance Property & Liability					
5220-0 Insurance Property & Liability-Multi Dept.	837.43	3,200.00	-2,362.57	2,362.57	73.83 %
5220-1 Insurance-Prop.&Liab-Admin	1,809.84	0.00	1,809.84	-1,809.84	
5220-2 Insurance-Prop.&Liab-Police	1,575.01	7,700.00	-6,124.99	6,124.99	79.55 %
5220-3 Insurance-Prop.&Liab-Maint	1,247.49	5,000.00	-3,752.51	3,752.51	75.05 %
5220-6 Insurance Property & Liability-Parks		500.00	-500.00	500.00	100.00 %
Total 5220 Insurance Property & Liability	**5,469.77**	**16,400.00**	**-10,930.23**	**10,930.23**	**66.65 %**
5225 Insurance/Auto					
5225-2 Insurance/Auto-Police	2,660.30	11,000.00	-8,339.70	8,339.70	75.82 %
5225-3 Insurance/Auto- Maintenance	431.73	2,000.00	-1,568.27	1,568.27	78.41 %
5225-7 Insurance/Auto- Code Enforcement		600.00	-600.00	600.00	100.00 %
5225-8 Insurance/Auto-Build & Code	223.98	600.00	-376.02	376.02	62.67 %
Total 5225 Insurance/Auto	**3,316.01**	**14,200.00**	**-10,883.99**	**10,883.99**	**76.65 %**
5230 Employee Insurance Benefits (Medical, Dental, Vision and Life))					
5230-1 Admin					
5230-1a Employee Medical Insurance-Admin	3,654.13	38,000.00	-34,345.87	34,345.87	90.38 %
5230-1b Employee Dental & Vision Insurance-Admin	204.80	2,500.00	-2,295.20	2,295.20	91.81 %
5230-1c Employee Life Insurance-Admin	35.35	400.00	-364.65	364.65	91.16 %
Total 5230-1 Admin	**3,894.28**	**40,900.00**	**-37,005.72**	**37,005.72**	**90.48 %**
5230-2 Police					
5230-2a Employee Medical Insurance-Police	5,485.66	81,500.00	-76,014.34	76,014.34	93.27 %
5230-2b Employee Dental & Vision Insurance-Police	792.04	5,300.00	-4,507.96	4,507.96	85.06 %

CITY OF TOOL

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	TOTAL				
	ACTUAL	BUDGET	OVER BUDGET	REMAINING	% REMAINING
5230-2c Employee Life Insurance-Police	90.33	1,000.00	-909.67	909.67	90.97 %
Total 5230-2 Police	**6,368.03**	**87,800.00**	**-81,431.97**	**81,431.97**	**92.75 %**
5230-3 Maint					
5230-3a Employee Medical Insurance-Maint.	2,313.47	31,000.00	-28,686.53	28,686.53	92.54 %
5230-3b Employee Dental & Vision Insurance-Maint.	204.80	2,100.00	-1,895.20	1,895.20	90.25 %
5230-3c Employee Life Insurance-Maint.	96.32	800.00	-703.68	703.68	87.96 %
Total 5230-3 Maint	**2,614.59**	**33,900.00**	**-31,285.41**	**31,285.41**	**92.29 %**
5230-4 Employee Insurance Benefits-Judicial					
5230-4a Employee Medical Insurance-Judicial	2,413.41	14,000.00	-11,586.59	11,586.59	82.76 %
5230-4b Employee Dental & Vision Insurance-Judicial	161.80	1,200.00	-1,038.20	1,038.20	86.52 %
5230-4c Employee Life Insurance-Judicial	20.58	250.00	-229.42	229.42	91.77 %
Total 5230-4 Employee Insurance Benefits-Judicial	**2,595.79**	**15,450.00**	**-12,854.21**	**12,854.21**	**83.20 %**
5230-6 Park					
5230-6a Employee Medical Insurance-Park	761.88	11,000.00	-10,238.12	10,238.12	93.07 %
5230-6b Employee Dental & Vision Insurance-Park		800.00	-800.00	800.00	100.00 %
5230-6c Employee Life Insurance-Park	19.46	250.00	-230.54	230.54	92.22 %
Total 5230-6 Park	**781.34**	**12,050.00**	**-11,268.66**	**11,268.66**	**93.52 %**
5230-7 Code Enforcement					
5230-7a Employee Medical Insurance- Code Enforcement	124.20	9,000.00	-8,875.80	8,875.80	98.62 %
5230-7b Employee Dental & Vision Insurance- Code Enforcement		750.00	-750.00	750.00	100.00 %
5230-7c Employee Life Insurance- Code Enforcement		250.00	-250.00	250.00	100.00 %
Total 5230-7 Code Enforcement	**124.20**	**10,000.00**	**-9,875.80**	**9,875.80**	**98.76 %**
5230-8 Employee Insurance Benefits-Building/Code					
5230-8a Employee Medical Insurance-Build/Code	804.47	9,000.00	-8,195.53	8,195.53	91.06 %
5230-8b Employee Dental & Vision Insurance-Build/Code		750.00	-750.00	750.00	100.00 %
5230-8c Employee Life Insurance-Build/Code	61.15	250.00	-188.85	188.85	75.54 %
Total 5230-8 Employee Insurance Benefits-Building/Code	**865.62**	**10,000.00**	**-9,134.38**	**9,134.38**	**91.34 %**
Total 5230 Employee Insurance Benefits (Medical, Dental, Vision and Life))	**17,243.85**	**210,100.00**	**-192,856.15**	**192,856.15**	**91.79 %**
5250 Workers Comp Insurance					
5250-1 Workers Comp Insurance-Admin.	219.24	1,300.00	-1,080.76	1,080.76	83.14 %
5250-2 Workers Comp Insurance-Police	3,196.62	15,000.00	-11,803.38	11,803.38	78.69 %
5250-3 Workers Comp Insurance-Maint.	1,629.01	9,000.00	-7,370.99	7,370.99	81.90 %
5250-7 Workers Comp Insurance- Code Enforcement		675.00	-675.00	675.00	100.00 %
5250-8 Workers Comp Insurance-Building/Code	158.60	675.00	-516.40	516.40	76.50 %
Total 5250 Workers Comp Insurance	**5,203.47**	**26,650.00**	**-21,446.53**	**21,446.53**	**80.47 %**
5264 Vehicle Loans					
5264 - 2 Vehicle Loan - Police					
5264-2a Vehicle Loan Interest - Police -Tahoes (3)	309.89	5,400.00	-5,090.11	5,090.11	94.26 %

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	ACTUAL	BUDGET	OVER BUDGET	REMAINING	% REMAINING
5264-2b Vehicle Loan Principal-Police Tahoes (3)	2,687.38	31,000.00	-28,312.62	28,312.62	91.33 %
5264-2c Vehicle Loan Payments-Electric Vehicles		0.00	0.00	0.00	
5264-2d Vehicle Loan Payments-Int on Elect Vehicles		0.00	0.00	0.00	
Total 5264 - 2 Vehicle Loan - Police	**2,997.27**	**36,400.00**	**-33,402.73**	**33,402.73**	**91.77 %**
5264-7a Vehicle Loan Interest - Code Enf.	99.25	2,300.00	-2,200.75	2,200.75	95.68 %
5264-7b Vehicle Loan Prin- Code Enf.	557.21	5,700.00	-5,142.79	5,142.79	90.22 %
5264-8 Vehicle Loan - Building/Code					
5264-8a Vehicle Loan Interest-Building/Code		0.00	0.00	0.00	
5264-8b Vehicle Loan Principal-Building/Code		0.00	0.00	0.00	
Total 5264-8 Vehicle Loan - Building/Code		**0.00**	**0.00**	**0.00**	
Total 5264 Vehicle Loans	**3,653.73**	**44,400.00**	**-40,746.27**	**40,746.27**	**91.77 %**
5265 Janitorial/Cleaning					
5265-0 Janitorial/Cleaning-Multi Dept	1,583.53	15,000.00	-13,416.47	13,416.47	89.44 %
5265-6 Janitorial/Cleaning-Park	14.56	700.00	-685.44	685.44	97.92 %
Total 5265 Janitorial/Cleaning	**1,598.09**	**15,700.00**	**-14,101.91**	**14,101.91**	**89.82 %**
5270-4 MJF (FUND) Juror Fees - Judicial/Court		2,000.00	-2,000.00	2,000.00	100.00 %
5290 Lease Equipment Expense					
5290-0 Lease Equipment Expense-Multi Dept	893.22	12,000.00	-11,106.78	11,106.78	92.56 %
5290-1 Lease Equipment Expense-Admin		0.00	0.00	0.00	
Total 5290 Lease Equipment Expense	**893.22**	**12,000.00**	**-11,106.78**	**11,106.78**	**92.56 %**
5300 Legal Fees (Professional)					
5300-1 Legal Fees-Admin	1,068.75	10,000.00	-8,931.25	8,931.25	89.31 %
5300-10 Legal Fees-Council/Mayor	1,293.75	8,000.00	-6,706.25	6,706.25	83.83 %
5300-4 Legal Fees-Judicial	1,952.73	25,000.00	-23,047.27	23,047.27	92.19 %
Total 5300 Legal Fees (Professional)	**4,315.23**	**43,000.00**	**-38,684.77**	**38,684.77**	**89.96 %**
5301 LEOSE		0.00	0.00	0.00	
5301-2 Police		0.00	0.00	0.00	
Total 5301 LEOSE		**0.00**	**0.00**	**0.00**	
5302 Marketing					
5302-0 Marketing-Multi HOT		6,000.00	-6,000.00	6,000.00	100.00 %
5302-1 Marketing-Admin		150.00	-150.00	150.00	100.00 %
5302-10 Marketing-Council/Mayor		500.00	-500.00	500.00	100.00 %
5302-6 Marketing-Park		6,000.00	-6,000.00	6,000.00	100.00 %
Total 5302 Marketing		**12,650.00**	**-12,650.00**	**12,650.00**	**100.00 %**
5320 Maintenance Building					
5320-0 Maintenance Building-Multi Dept	271.36	4,500.00	-4,228.64	4,228.64	93.97 %
5320-1 Maintenance Building-Admin	659.75	0.00	659.75	-659.75	
5320-3 Maintenance Building-Maint		6,000.00	-6,000.00	6,000.00	100.00 %
Total 5320 Maintenance Building	**931.11**	**10,500.00**	**-9,568.89**	**9,568.89**	**91.13 %**

CITY OF TOOL

Budget vs. Actuals: Budget_FY27_P&L MASTER - FY27 P&L

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	TOTAL				
	ACTUAL	BUDGET	OVER BUDGET	REMAINING	% REMAINING
5330 Maintenance-Equipment					
5330-2 Maintenance-Equipment-Police		4,500.00	-4,500.00	4,500.00	100.00 %
5330-3 Maintenance-Equipment-Maint	2,324.33	5,000.00	-2,675.67	2,675.67	53.51 %
5330-6 Maintenance-Equipment-Parks		5,200.00	-5,200.00	5,200.00	100.00 %
Total 5330 Maintenance-Equipment	**2,324.33**	**14,700.00**	**-12,375.67**	**12,375.67**	**84.19 %**
5336-6 Park Grounds	43.30	10,000.00	-9,956.70	9,956.70	99.57 %
5340 Maintenance-Vehicle					
5340-2 Maintenance-Vehicle-Police		9,000.00	-9,000.00	9,000.00	100.00 %
5340-3 Maintenance-Vehicle-Maint	120.71	1,500.00	-1,379.29	1,379.29	91.95 %
5340-7 Maintenance-Vehicle- Code Enforcement		250.00	-250.00	250.00	100.00 %
5340-8 Maintenance-Vehicle-Building/Code		250.00	-250.00	250.00	100.00 %
5340-9 Maintenance-Vehicle-		700.00	-700.00	700.00	100.00 %
Total 5340 Maintenance-Vehicle	**120.71**	**11,700.00**	**-11,579.29**	**11,579.29**	**98.97 %**
5350 Maintenance-Road Materials					
5350-3 Maintenance-Road Materials-	306.73	32,000.00	-31,693.27	31,693.27	99.04 %
Total 5350 Maintenance-Road Materials	**306.73**	**32,000.00**	**-31,693.27**	**31,693.27**	**99.04 %**
5355 Meals					
5355-0 Meals-Multi		2,000.00	-2,000.00	2,000.00	100.00 %
5355-1 Meals-Admin	23.82	2,000.00	-1,976.18	1,976.18	98.81 %
Total 5355 Meals	**23.82**	**4,000.00**	**-3,976.18**	**3,976.18**	**99.40 %**
5357-0 Employee Recognition/Events		2,500.00	-2,500.00	2,500.00	100.00 %
5358-0 HR/Employee Procurement Expense		500.00	-500.00	500.00	100.00 %
5365 Miscellaneous Expense		0.00	0.00	0.00	
5365-1 Admin		0.00	0.00	0.00	
Total 5365 Miscellaneous Expense		**0.00**	**0.00**	**0.00**	
5366 Neighborhood Infrastructure Reinvestment					
5366-7 Neighborhood Infrastructure Reinvestment- Code Enforcement		5,000.00	-5,000.00	5,000.00	100.00 %
5366-8 Neighborhood Infrastructure Reinvestment-Building& Code		0.00	0.00	0.00	
Total 5366 Neighborhood Infrastructure Reinvestment		**5,000.00**	**-5,000.00**	**5,000.00**	**100.00 %**
5370 Office Supplies Expense					
5370-1 Office Supplies-Admin	1,621.79	3,750.00	-2,128.21	2,128.21	56.75 %
5370-10 Office Supplies-Council/Mayor		300.00	-300.00	300.00	100.00 %
5370-2 Office Supplies-Police	919.21	2,500.00	-1,580.79	1,580.79	63.23 %
5370-3 Office Supplies-Maint.	389.39	800.00	-410.61	410.61	51.33 %
5370-4 Office Supplies-Judicial	36.47	1,400.00	-1,363.53	1,363.53	97.40 %
5370-6 Office Supplies-Park		0.00	0.00	0.00	
5370-7 Office Supplies-Code Enforcement		200.00	-200.00	200.00	100.00 %
5370-8 Office Supplies-Building/Code		500.00	-500.00	500.00	100.00 %

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	TOTAL				
	ACTUAL	BUDGET	OVER BUDGET	REMAINING	% REMAINING
5370-9 Office Supplies--Animal Control		0.00	0.00	0.00	
Total 5370 Office Supplies Expense	**2,966.86**	**9,450.00**	**-6,483.14**	**6,483.14**	**68.60 %**
5371 Ancillary Supplies					
5371-0 Building Supplies	726.06	5,000.00	-4,273.94	4,273.94	85.48 %
5372-6 Recreational Items - Park		1,000.00	-1,000.00	1,000.00	100.00 %
5373-3 Signs, Posts, Hardware - Maint	77.74	1,300.00	-1,222.26	1,222.26	94.02 %
5373-6 Signs, Posts, Hardware - Park		1,000.00	-1,000.00	1,000.00	100.00 %
Total 5371 Ancillary Supplies	**803.80**	**8,300.00**	**-7,496.20**	**7,496.20**	**90.32 %**
5379-6 Special Events (HOT)		6,000.00	-6,000.00	6,000.00	100.00 %
5380 Postage					
5380-1 Postage-Admin.	206.00	500.00	-294.00	294.00	58.80 %
5380-2 Postage-Police		50.00	-50.00	50.00	100.00 %
5380-4 Postage-Judicial		800.00	-800.00	800.00	100.00 %
5380-7 Postage - Code Enforcement		200.00	-200.00	200.00	100.00 %
5380-8 Postage - Build/Code	150.00	1,300.00	-1,150.00	1,150.00	88.46 %
Total 5380 Postage	**356.00**	**2,850.00**	**-2,494.00**	**2,494.00**	**87.51 %**
5390 Records Management		0.00	0.00	0.00	
5390-1 Records Management-Admin	196.00	500.00	-304.00	304.00	60.80 %
5390-2 Records Management-Police		0.00	0.00	0.00	
Total 5390 Records Management	**196.00**	**500.00**	**-304.00**	**304.00**	**60.80 %**
5400 Printing					
5400-2 Printing - Police	574.22	3,350.00	-2,775.78	2,775.78	82.86 %
Total 5400 Printing	**574.22**	**3,350.00**	**-2,775.78**	**2,775.78**	**82.86 %**
5430 Salaries					
5430-1 Salaries-Admin	20,522.81	261,481.49	-240,958.68	240,958.68	92.15 %
5430-10 Salaries-Council/Mayor	100.00	1,200.00	-1,100.00	1,100.00	91.67 %
5430-2 Salaries-Police	35,366.16	525,122.61	-489,756.45	489,756.45	93.27 %
5430-3 Salaries-Maint	11,061.57	150,679.44	-139,617.87	139,617.87	92.66 %
5430-4 Salaries-Other-Judicial	3,563.04	46,913.94	-43,350.90	43,350.90	92.41 %
5430-6 Salaries-Park	2,789.75	39,681.47	-36,891.72	36,891.72	92.97 %
5430-7 Salaries-Code Enforcement		52,795.00	-52,795.00	52,795.00	100.00 %
5430-8 Salaries-Building/Code-	4,316.74	56,988.87	-52,672.13	52,672.13	92.43 %
Total 5430 Salaries	**77,720.07**	**1,134,862.82**	**-1,057,142.75**	**1,057,142.75**	**93.15 %**
5460 Telephone and Internet					
5460-0 Tel/Internet-Multi Dept.	1,352.52	13,500.00	-12,147.48	12,147.48	89.98 %
5460-1 Tel/Internet-Admin.	269.49	2,600.00	-2,330.51	2,330.51	89.64 %
5460-2 Tel/Internet-Police	392.38	4,700.00	-4,307.62	4,307.62	91.65 %
5460-3 Tel/Internet-Maint.	84.85	1,000.00	-915.15	915.15	91.52 %
5460-7 Tel/Internet-Code Enforcement		700.00	-700.00	700.00	100.00 %

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	TOTAL				
	ACTUAL	BUDGET	OVER BUDGET	REMAINING	% REMAINING
5460-8 Tel/Internet-Building/Code	109.84	700.00	-590.16	590.16	84.31 %
Total 5460 Telephone and Internet	**2,209.08**	**23,200.00**	**-20,990.92**	**20,990.92**	**90.48 %**
5470 Travel Expense					
5470-1 Travel-Admin	523.79	2,000.00	-1,476.21	1,476.21	73.81 %
5470-10 Travel-Council/Mayor		200.00	-200.00	200.00	100.00 %
5470-2 Travel-Police		1,200.00	-1,200.00	1,200.00	100.00 %
5470-3 5470-3 Travel - Maint		1,000.00	-1,000.00	1,000.00	100.00 %
5470-4a Travel-Judicial	295.83	800.00	-504.17	504.17	63.02 %
5470-7 Travel-Code Enforcement		450.00	-450.00	450.00	100.00 %
5470-8 Travel-Building/Code		450.00	-450.00	450.00	100.00 %
5470-9 Travel-Animal Control		100.00	-100.00	100.00	100.00 %
Total 5470 Travel Expense	**819.62**	**6,200.00**	**-5,380.38**	**5,380.38**	**86.78 %**
5480 Training/Education Expense					
5480-1 Training/Education Expense-Admin.		5,000.00	-5,000.00	5,000.00	100.00 %
5480-10 Training/Education Expense-Council/Mayor		350.00	-350.00	350.00	100.00 %
5480-2 Training/Education Expense-Police		3,000.00	-3,000.00	3,000.00	100.00 %
5480-4 Training/Education Expense-Judicial		900.00	-900.00	900.00	100.00 %
5480-7 Training/Education Expense-Code Enforcement		1,500.00	-1,500.00	1,500.00	100.00 %
5480-8 Training/Education Expense-Building/Code		1,500.00	-1,500.00	1,500.00	100.00 %
5480-9 Training/Education Expense-Animal Control		200.00	-200.00	200.00	100.00 %
Total 5480 Training/Education Expense		**12,450.00**	**-12,450.00**	**12,450.00**	**100.00 %**
5490 Uniforms					
5490-2 Uniforms-Police		5,000.00	-5,000.00	5,000.00	100.00 %
5490-3 Uniforms-Maint	187.96	2,200.00	-2,012.04	2,012.04	91.46 %
5490-4 Uniforms-Judicial		200.00	-200.00	200.00	100.00 %
5490-6 Uniforms-Park	3.00	520.00	-517.00	517.00	99.42 %
5490-7 Uniforms-Code Enforcement		500.00	-500.00	500.00	100.00 %
5490-8 Uniforms-Building/Code		400.00	-400.00	400.00	100.00 %
5490-9 Uniforms-Animal Control	74.72	1,100.00	-1,025.28	1,025.28	93.21 %
Total 5490 Uniforms	**265.68**	**9,920.00**	**-9,654.32**	**9,654.32**	**97.32 %**
5500 Utilities/Electricity					
5500-0 Utilities/Electricity-Multi Dept	1,523.32	15,000.00	-13,476.68	13,476.68	89.84 %
5500-3 Utilities/Electricity-Multi Dept-Maint	213.58	5,000.00	-4,786.42	4,786.42	95.73 %
5500-6 Utilities/Electricity-Park	240.00	5,000.00	-4,760.00	4,760.00	95.20 %
Total 5500 Utilities/Electricity	**1,976.90**	**25,000.00**	**-23,023.10**	**23,023.10**	**92.09 %**
5510 Utilities/Water					
5510-0 Utilities/Water-Multi Dept		6,000.00	-6,000.00	6,000.00	100.00 %
5510-3 Utilities/Water-Maint		3,000.00	-3,000.00	3,000.00	100.00 %
5510-6 Utilities/Water-Park		12,000.00	-12,000.00	12,000.00	100.00 %
Total 5510 Utilities/Water		**21,000.00**	**-21,000.00**	**21,000.00**	**100.00 %**

CITY OF TOOL

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	TOTAL				
	ACTUAL	BUDGET	OVER BUDGET	REMAINING	% REMAINING
5540-0 Website-Multi Dept.		3,600.00	-3,600.00	3,600.00	100.00 %
5540-1 Website-Multi Dept.-Admin		0.00	0.00	0.00	
Total 5540-0 Website-Multi Dept.		**3,600.00**	**-3,600.00**	**3,600.00**	**100.00 %**
5999-0 Contingency		11,822.37	-11,822.37	11,822.37	100.00 %
Total 5000 Expenditures	**177,092.69**	**3,063,011.02**	**- 2,885,918.33**	**2,885,918.33**	**94.22 %**
6000 Payroll Expenses					
xxxxx6500 Payroll Taxes Total					
6500-1 Payroll Taxes - Admin	1,701.32	23,000.00	-21,298.68	21,298.68	92.60 %
6500-2 Payroll Taxes- Police	2,760.47	44,000.00	-41,239.53	41,239.53	93.73 %
6500-3 Payroll Taxes- Maint	846.20	13,000.00	-12,153.80	12,153.80	93.49 %
6500-4 Payroll Taxes- Judicial	272.56	5,000.00	-4,727.44	4,727.44	94.55 %
6500-6 Payroll Taxes-Park-6	213.42	4,100.00	-3,886.58	3,886.58	94.79 %
6500-7 Payroll Taxes - Code Enforcement		4,100.00	-4,100.00	4,100.00	100.00 %
6500-8 Payroll Taxes- Building/Code	330.23	6,000.00	-5,669.77	5,669.77	94.50 %
Total xxxxx6500 Payroll Taxes Total	**6,124.20**	**99,200.00**	**-93,075.80**	**93,075.80**	**93.83 %**
Total 6000 Payroll Expenses	**6,124.20**	**99,200.00**	**-93,075.80**	**93,075.80**	**93.83 %**
6600-0 QuickBooks Payments Fees		600.00	-600.00	600.00	100.00 %
Total Expenses	**$183,216.89**	**$3,162,811.02**	**$ - 2,979,594.13**	**$2,979,594.13**	**94.21 %**
NET OPERATING INCOME	**$ - 45,179.27**	**$68,165.70**	**$ - 113,344.97**	**$113,344.97**	**166.28 %**
Other Income					
4800 Interest Earned					
4800-a Interest Income-Ad Valorem	745.33	10,000.00	-9,254.67	9,254.67	92.55 %
4800-b Interest Income-Capitol Improvement	610.00	17,000.00	-16,390.00	16,390.00	96.41 %
4800-c Interest Income-Emergency Fund	1,370.91	11,000.00	-9,629.09	9,629.09	87.54 %
4800-d Interest Income-General Fund	0.58	8.00	-7.42	7.42	92.75 %
4800-e Interest Income-Hotel-Motel Tax	101.15	2,600.00	-2,498.85	2,498.85	96.11 %
4800-f Interest Income-Municipal Fund	181.49	1,700.00	-1,518.51	1,518.51	89.32 %
4800-g Interest Income-Municipal Security		0.00	0.00	0.00	
4800-h Interest Income-Public Funds MM 9	140.88	500.00	-359.12	359.12	71.82 %
4800-i Interest Income-Public Funds MM 10	199.16	8,000.00	-7,800.84	7,800.84	97.51 %
4800-j Interest Income-TexStar	3.15	25.00	-21.85	21.85	87.40 %
4800-k Interest Income-Municipal Tech		0.30	-0.30	0.30	100.00 %
4800-l Interest Earned - Park Construction Acct	9.42	1,000.00	-990.58	990.58	99.06 %
4800-m Interest Income-Combined Security & Tech Fund	35.30	1.00	34.30	-34.30	-3,430.00 %
Total 4800 Interest Earned	**3,397.37**	**51,834.30**	**-48,436.93**	**48,436.93**	**93.45 %**
Total Other Income	**$3,397.37**	**$51,834.30**	**$ -48,436.93**	**$48,436.93**	**93.45 %**
Other Expenses					

CITY OF TOOL

Budget vs. Actuals: Budget_FY27_P&L MASTER - FY27 P&L

October 2026

	TOTAL				
	ACTUAL	BUDGET	OVER BUDGET	REMAINING	% REMAINING
9990-0 GF Transfer to CIP Fund-Multi Dept.		120,000.00	-120,000.00	120,000.00	100.00 %
Total Other Expenses	**$0.00**	**$120,000.00**	**$ -120,000.00**	**$120,000.00**	**100.00 %**
NET OTHER INCOME	**$3,397.37**	**$ -68,165.70**	**$71,563.07**	**$ -71,563.07**	**104.98 %**
NET INCOME	**$ -41,781.90**	**$0.00**	**$ -41,781.90**	**$41,781.90**	**0.00%**

CITY OF TOOL

Profit and Loss
October 2026

	Total
Income	
4000 Revenues	
4020 Building Permits	9,873.21
4030 City Facilities Rental	50.00
4040 Cable TV/Telephone Franchise Fees	4,552.51
4064 Fines & Forfeitures	$9,358.54
4064a Municipal 3rd Party Payout	8,689.12
4064b Municipal Jury Fund (MJF)	7.32
4064c Municipal Truancy & Prev (MTPF)	366.57
4064d Municipal Court Security Fund (MSF)	359.16
4064e Municipal Court Technology Fund (MTF)	293.25
Total for 4064 Fines & Forfeitures	**$19,073.96**
4068 Service Fee Retained by City	128.34
4070 HCAD Ad Valorem	45,477.56
4071 HCAD Interest & Sinking	16,781.17
4110 Hotel Occupancy Tax	8,991.75
4120 State Sales Tax-Rev. Sharing	32,556.72
4121 State Mixed Beverage Sale Tax R	394.04
Total for 4000 Revenues	**$137,879.26**
4801 Credit Card Rebate	158.36
Total Income	**$138,037.62**
Gross Profit	**$138,037.62**
Expenses	
5000 Expenditures	
5010-0 Accounting Services	
5010-1 Accounting Services-Admin	530.00
Total for 5010-0 Accounting Services	**$530.00**
5020 Advertising Expense	
5020-1 Advertising-Admin	480.00
Total for 5020 Advertising Expense	**$480.00**
5030 Animal Care	
5030-9 Animal Control	1,625.00
Total for 5030 Animal Care	**$1,625.00**
5045 Auto Allowance	
5045-1 Executive Auto Allowance-Admin	369.24
Total for 5045 Auto Allowance	**$369.24**
5050 Auto Fuel	
5050-2 Auto Fuel-Police	3,565.77
5050-3 Auto Fuel-Maint	505.22
5050-6 Auto Fuel-Park	149.88
5050-8 Auto Fuel-Building/Code	56.97
Total for 5050 Auto Fuel	**$4,277.84**

	Total
5070-0 Bank Charges	
5070-1 Bank Charges-Admin	364.14
Total for 5070-0 Bank Charges	**$364.14**
5082 Capital Expenditures	
5082b Maintenance Barn	266.77
Total for 5082 Capital Expenditures	**$266.77**
5097 Computers,Software & Supplies	
5097-0 Computers,Software & Supplies-Multi	78.99
5097-1 Computers,Software & Supplies-Admin	1,834.01
5097-2 Computers,Software & Supplies-Police	1,834.30
Total for 5097 Computers,Software & Supplies	**$3,747.30**
5100 Contract Services	
5101-0 Contract Services IT-Multi Dept	800.00
5102-0 Contract Services Acct-Multi Dept	900.00
5103 Permit and InspectBuilding/Code	7,027.79
5104-2 Contract Services PD-Police	3,397.91
Total for 5100 Contract Services	**$12,125.70**
5120-4 Court Costs & Arrest Fees - Judicial	
5120-4a Court Costs (Omnibase)	101.70
5120-4b Court Costs-(Inmate Housing Fees)	90.00
5120-4c Court Costs (GHS Collections)	1,784.02
5120-4e Court Costs (Due to Comptroller)	6,803.40
Total for 5120-4 Court Costs & Arrest Fees - Judicial	**$8,779.12**
5140 Dues & Subscriptions	
5140-1 Dues & Subscriptions-Admin.	49.00
5140-2 Dues & Subscriptions-Police	300.00
Total for 5140 Dues & Subscriptions	**$349.00**
5160 Employee Benefits - Retirement	
5160-1 Employee Benefits/Retirement-Admin	1,692.93
5160-2 Employee Benefits/Retirement-Police	2,705.50
5160-3 Employee Benefits/Retirement-Maint	926.18
5160-4 Employee Benefits/Retirement-Judicial/Court	297.04
5160-6 Employee Benefits/Retirement-Park	232.36
5160-8 Employee Benefits/Retirement-Build/Code	357.19
Total for 5160 Employee Benefits - Retirement	**$6,211.20**
5170 Equipment Purchases	
5170-2 Equipment Purchases-Police	847.13
Total for 5170 Equipment Purchases	**$847.13**
5171 City Events	
5171-0 City Events - Multi	170.00
5171-6 Events - HOT FUND-Park	2,600.00
Total for 5171 City Events	**$2,770.00**

	Total
5190 Filing/Notary Fees	
5190-1 Filing/Notary Fees-Admin	260.40
Total for 5190 Filing/Notary Fees	**$260.40**
5200-0 HCAD Collections-Multi Dept	758.25
5220 Insurance Property & Liability	
5220-0 Insurance Property & Liability-Multi Dept.	837.43
5220-1 Insurance-Prop.&Liab-Admin	1,809.84
5220-2 Insurance-Prop.&Liab-Police	1,575.01
5220-3 Insurance-Prop.&Liab-Maint	1,247.49
Total for 5220 Insurance Property & Liability	**$5,469.77**
5225 Insurance/Auto	
5225-2 Insurance/Auto-Police	2,660.30
5225-3 Insurance/Auto- Maintenance	431.73
5225-8 Insurance/Auto-Build & Code	223.98
Total for 5225 Insurance/Auto	**$3,316.01**
5230 Employee Insurance Benefits (Medical, Dental, Vision and Life))	
5230-1 Admin	
5230-1a Employee Medical Insurance-Admin	3,654.13
5230-1b Employee Dental & Vision Insurance-Admin	204.80
5230-1c Employee Life Insurance-Admin	35.35
Total for 5230-1 Admin	**$3,894.28**
5230-2 Police	
5230-2a Employee Medical Insurance-Police	5,485.66
5230-2b Employee Dental & Vision Insurance-Police	792.04
5230-2c Employee Life Insurance-Police	90.33
Total for 5230-2 Police	**$6,368.03**
5230-3 Maint	
5230-3a Employee Medical Insurance-Maint.	2,313.47
5230-3b Employee Dental & Vision Insurance-Maint.	204.80
5230-3c Employee Life Insurance-Maint.	96.32
Total for 5230-3 Maint	**$2,614.59**
5230-4 Employee Insurance Benefits-Judicial	
5230-4a Employee Medical Insurance-Judicial	2,413.41
5230-4b Employee Dental & Vision Insurance-Judicial	161.80
5230-4c Employee Life Insurance-Judicial	20.58
Total for 5230-4 Employee Insurance Benefits-Judicial	**$2,595.79**
5230-6 Park	
5230-6a Employee Medical Insurance-Park	761.88
5230-6c Employee Life Insurance-Park	19.46
Total for 5230-6 Park	**$781.34**
5230-7 Code Enforcement	
5230-7a Employee Medical Insurance- Code Enforcement	124.20

	Total
Total for 5230-7 Code Enforcement	**$124.20**
5230-8 Employee Insurance Benefits-Building/Code	
5230-8a Employee Medical Insurance-Build/Code	804.47
5230-8c Employee Life Insurance-Build/Code	61.15
Total for 5230-8 Employee Insurance Benefits-Building/Code	**$865.62**
Total for 5230 Employee Insurance Benefits (Medical, Dental, Vision and Life))	**$17,243.85**
5250 Workers Comp Insurance	
5250-1 Workers Comp Insurance-Admin.	219.24
5250-2 Workers Comp Insurance-Police	3,196.62
5250-3 Workers Comp Insurance-Maint.	1,629.01
5250-8 Workers Comp Insurance-Building/Code	158.60
Total for 5250 Workers Comp Insurance	**$5,203.47**
5264 Vehicle Loans	
5264 - 2 Vehicle Loan - Police	
5264-2a Vehicle Loan Interest - Police -Tahoes (3)	309.89
5264-2b Vehicle Loan Principal-Police Tahoes (3)	2,687.38
Total for 5264 - 2 Vehicle Loan - Police	**$2,997.27**
5264-7a Vehicle Loan Interest - Code Enf.	99.25
5264-7b Vehicle Loan Prin- Code Enf.	557.21
Total for 5264 Vehicle Loans	**$3,653.73**
5265 Janitorial/Cleaning	
5265-0 Janitorial/Cleaning-Multi Dept	1,583.53
5265-6 Janitorial/Cleaning-Park	14.56
Total for 5265 Janitorial/Cleaning	**$1,598.09**
5290 Lease Equipment Expense	
5290-0 Lease Equipment Expense-Multi Dept	893.22
Total for 5290 Lease Equipment Expense	**$893.22**
5300 Legal Fees (Professional)	
5300-1 Legal Fees-Admin	1,068.75
5300-10 Legal Fees-Council/Mayor	1,293.75
5300-4 Legal Fees-Judicial	1,952.73
Total for 5300 Legal Fees (Professional)	**$4,315.23**
5320 Maintenance Building	
5320-0 Maintenance Building-Multi Dept	271.36
5320-1 Maintenance Building-Admin	659.75
Total for 5320 Maintenance Building	**$931.11**
5330 Maintenance-Equipment	
5330-3 Maintenance-Equipment-Maint	2,324.33
Total for 5330 Maintenance-Equipment	**$2,324.33**

	Total
5336-6 Park Grounds	43.30
5340 Maintenance-Vehicle	
5340-3 Maintenance-Vehicle-Maint	120.71
Total for 5340 Maintenance-Vehicle	**$120.71**
5350 Maintenance-Road Materials	
5350-3 Maintenance-Road Materials-	306.73
Total for 5350 Maintenance-Road Materials	**$306.73**
5355 Meals	
5355-1 Meals-Admin	23.82
Total for 5355 Meals	**$23.82**
5370 Office Supplies Expense	
5370-1 Office Supplies-Admin	1,621.79
5370-2 Office Supplies-Police	919.21
5370-3 Office Supplies-Maint.	389.39
5370-4 Office Supplies-Judicial	36.47
Total for 5370 Office Supplies Expense	**$2,966.86**
5371 Ancillary Supplies	
5371-0 Building Supplies	726.06
5373-3 Signs, Posts, Hardware - Maint	77.74
Total for 5371 Ancillary Supplies	**$803.80**
5380 Postage	
5380-1 Postage-Admin.	206.00
5380-8 Postage - Build/Code	150.00
Total for 5380 Postage	**$356.00**
5390 Records Management	
5390-1 Records Management-Admin	196.00
Total for 5390 Records Management	**$196.00**
5400 Printing	
5400-2 Printing - Police	574.22
Total for 5400 Printing	**$574.22**
5430 Salaries	
5430-1 Salaries-Admin	20,522.81
5430-10 Salaries-Council/Mayor	100.00
5430-2 Salaries-Police	35,366.16
5430-3 Salaries-Maint	11,061.57
5430-4 Salaries-Other-Judicial	3,563.04
5430-6 Salaries-Park	2,789.75
5430-8 Salaries-Building/Code-	4,316.74
Total for 5430 Salaries	**$77,720.07**

	Total
5460 Telephone and Internet	
5460-0 Tel/Internet-Multi Dept.	1,352.52
5460-1 Tel/Internet-Admin.	269.49
5460-2 Tel/Internet-Police	392.38
5460-3 Tel/Internet-Maint.	84.85
5460-8 Tel/Internet-Building/Code	109.84
Total for 5460 Telephone and Internet	**$2,209.08**
5470 Travel Expense	
5470-1 Travel-Admin	523.79
5470-4a Travel-Judicial	295.83
Total for 5470 Travel Expense	**$819.62**
5490 Uniforms	
5490-3 Uniforms-Maint	187.96
5490-6 Uniforms-Park	3.00
5490-9 Uniforms-Animal Control	74.72
Total for 5490 Uniforms	**$265.68**
5500 Utilities/Electricity	
5500-0 Utilities/Electricity-Multi Dept	1,523.32
5500-3 Utilities/Electricity-Multi Dept-Maint	213.58
5500-6 Utilities/Electricity-Park	240.00
Total for 5500 Utilities/Electricity	**$1,976.90**
Total for 5000 Expenditures	**$177,092.69**
6000 Payroll Expenses	
xxxxx6500 Payroll Taxes Total	
6500-1 Payroll Taxes - Admin	1,701.32
6500-2 Payroll Taxes- Police	2,760.47
6500-3 Payroll Taxes- Maint	846.20
6500-4 Payroll Taxes- Judicial	272.56
6500-6 Payroll Taxes-Park-6	213.42
6500-8 Payroll Taxes- Building/Code	330.23
Total for xxxxx6500 Payroll Taxes Total	**$6,124.20**
Total for 6000 Payroll Expenses	**$6,124.20**
Total Expenses	**$183,216.89**
Net Operating Income	**-$45,179.27**
Other Income	
4800 Interest Earned	
4800-a Interest Income-Ad Valorem	745.33
4800-b Interest Income-Capitol Improvement	610.00
4800-c Interest Income-Emergency Fund	1,370.91
4800-d Interest Income-General Fund	0.58
4800-e Interest Income-Hotel-Motel Tax	101.15
4800-f Interest Income-Municipal Fund	181.49
4800-h Interest Income-Public Funds MM 9	140.88

CITY OF TOOL
Profit and Loss
October 2026

	Total
4800-i Interest Income-Public Funds MM 10	199.16
4800-j Interest Income-TexStar	3.15
4800-l Interest Earned - Park Construction Acct	9.42
4800-m Interest Income-Combined Security & Tech Fund	35.30
Total for 4800 Interest Earned	**$3,397.37**
Total Other Income	**$3,397.37**
Net Other Income	**$3,397.37**
Net Income	**-$41,781.90**

CITY OF TOOL

Budget vs. Actuals: Fiscal Year 2025-2026 Master Budget - FY26 P&L

October 2025 - September 2026

	TOTAL		
	ACTUAL	BUDGET	OVER BUDGET
Income			
4000 Revenues			
4010 Animal Registrations/ Fees	40.00	1,000.00	-960.00
4011 Alarm Permit	50.00	350.00	-300.00
4012 Garage Sale Permits	25.00	170.00	-145.00
4013 Animal Surrender Fees	325.00	800.00	-475.00
4020 Building Permits	94,189.85	112,000.00	-17,810.15
4025 Short Term Rental Annual Permit	1,600.00	4,200.00	-2,600.00
4030 City Facilities Rental	4,950.00	6,000.00	-1,050.00
4040 Cable TV/Telephone Franchise Fees	24,157.35	31,205.00	-7,047.65
4050 Contributions/Donations			
4050-1 Contributions-General Fund	363.00		363.00
4050-1b Event Donations/Contributions/Fees	25.00	0.00	25.00
4050-2 contributions - Police dept.		1,000.00	-1,000.00
Total 4050 Contributions/Donations	**388.00**	**1,000.00**	**-612.00**
4064 Fines & Forfeitures	196,813.39	267,950.00	-71,136.61
4064a Municipal 3rd Party Payout	134,184.51	167,000.00	-32,815.49
4064b Municipal Jury Fund (MJF)	121.75	150.00	-28.25
4064c Municipal Truancy & Prev (MTPF)	5,251.48	7,400.00	-2,148.52
4064d Municipal Court Security Fund (MSF)	5,965.29	8,000.00	-2,034.71
4064e Municipal Court Technology Fund (MTF)	5,024.22	6,500.00	-1,475.78
Total 4064 Fines & Forfeitures	**347,360.64**	**457,000.00**	**-109,639.36**
4068 Service Fee Retained by City	2,863.60	1,150.00	1,713.60
4070 HCAD Ad Valorem	1,514,295.76	1,517,800.78	-3,505.02
4071 HCAD Interest & Sinking	458,963.92	458,003.00	960.92
4090 Trinity Valley Electric	83,014.64	74,000.00	9,014.64
4102 Loan Proceeds	55,417.74	0.00	55,417.74
4110 Hotel Occupancy Tax	39,715.29	41,000.00	-1,284.71
4120 State Sales Tax-Rev. Sharing	434,513.88	410,000.00	24,513.88
4121 State Mixed Beverage Sale Tax R	5,799.21	6,000.00	-200.79
4140 TU/Oncor Electric	17,177.53	18,000.00	-822.47
4150 Waste Services	40,405.08	40,000.00	405.08
4301 L.E.O.S.E	4,119.80	1,000.00	3,119.80
Total 4000 Revenues	**3,129,372.29**	**3,180,678.78**	**-51,306.49**
4205 Transfer In from HOT Tax Fund		3,000.00	-3,000.00
4801 Credit Card Rebate	984.00	800.00	184.00
Park Event Revenue			
4601 Food Truck Rental Fees	1,600.00	0.00	1,600.00
4602 Amphitheatre Rental Fees	175.00	6,000.00	-5,825.00
Total Park Event Revenue	**1,775.00**	**6,000.00**	**-4,225.00**

CITY OF TOOL

Budget vs. Actuals: Fiscal Year 2025-2026 Master Budget - FY26 P&L

October 2025 - September 2026

	TOTAL		
	ACTUAL	BUDGET	OVER BUDGET
Total Income	**$3,132,131.29**	**$3,190,478.78**	**$ -58,347.49**
GROSS PROFIT	**$3,132,131.29**	**$3,190,478.78**	**$ -58,347.49**
Expenses			
5000 Expenditures	0.00		0.00
5010-0 Accounting Services			
5010-1 Accounting Services-Admin	6,084.55	5,700.00	384.55
Total 5010-0 Accounting Services	**6,084.55**	**5,700.00**	**384.55**
5020 Advertising Expense			
5020-1 Advertising-Admin	4,334.20	4,700.00	-365.80
Total 5020 Advertising Expense	**4,334.20**	**4,700.00**	**-365.80**
5030 Animal Care			
5030-9 Animal Control	19,500.00	23,140.00	-3,640.00
Total 5030 Animal Care	**19,500.00**	**23,140.00**	**-3,640.00**
5045 Auto Allowance			
5045-1 Executive Auto Allowance-Admin	4,800.12	4,800.00	0.12
Total 5045 Auto Allowance	**4,800.12**	**4,800.00**	**0.12**
5050 Auto Fuel			
5050-2 Auto Fuel-Police	29,836.92	15,600.00	14,236.92
5050-3 Auto Fuel-Maint	7,458.66	5,300.00	2,158.66
5050-6 Auto Fuel-Park	1,113.60	3,000.00	-1,886.40
5050-8 Auto Fuel-Building/Code	1,294.23	3,000.00	-1,705.77
Total 5050 Auto Fuel	**39,703.41**	**26,900.00**	**12,803.41**
5060 Audit Fees			
5060-1 Audit Fees -Admin	83,143.25	60,000.00	23,143.25
Total 5060 Audit Fees	**83,143.25**	**60,000.00**	**23,143.25**
5070-0 Bank Charges			
5070-1 Bank Charges-Admin	6,416.29	6,000.00	416.29
Total 5070-0 Bank Charges	**6,416.29**	**6,000.00**	**416.29**
5081 City Park Expenditures	169.94		169.94
5082 Capital Expenditures			
5082a Emergency Sirens	2,968.00	0.00	2,968.00
5082b Maintenance Barn	367,058.42	0.00	367,058.42
5082c Police Department Building Remodel	33,903.19	0.00	33,903.19
5082d Paradise Bay Subdivision Drainage (Phase 1A)	37,750.00	0.00	37,750.00
5082e City Hall Remodel	6,350.00	0.00	6,350.00
5082f Parks Development	500.00	0.00	500.00
5082g Equipment Purchases-Excavator	54,995.74	0.00	54,995.74
Total 5082 Capital Expenditures	**503,525.35**	**0.00**	**503,525.35**
5096 Property Abatements			

	TOTAL		
	ACTUAL	BUDGET	OVER BUDGET
5096-8 Unsafe Building Fund-Building	14,300.00	35,000.00	-20,700.00
Total 5096 Property Abatements	**14,300.00**	**35,000.00**	**-20,700.00**
5097 Computers,Software & Supplies			
5097-0 Computers,Software & Supplies-Multi		200.00	-200.00
5097-1 Computers,Software & Supplies-Admin	569.96	3,200.00	-2,630.04
5097-2 Computers,Software & Supplies-Police	15,104.37	2,000.00	13,104.37
5097-3 Computers,Software & Supplies-Maint		350.00	-350.00
5097-4 MTF (FUND) Computers,Software & Supplies-Judicial - MTF Fund		1,000.00	-1,000.00
5097-8 Computers,Software & Supplies-Building/Code		2,000.00	-2,000.00
Total 5097 Computers,Software & Supplies	**15,674.33**	**8,750.00**	**6,924.33**
5100 Contract Services			
5101-0 Contract Services IT-Multi Dept	39,494.78	36,000.00	3,494.78
5102-0 Contract Services Acct-Multi Dept	18,712.50	3,000.00	15,712.50
5103 Permit and InspectBuilding/Code	54,278.59	50,000.00	4,278.59
5104-2 Contract Services PD-Police	45,507.89	44,700.00	807.89
5104-8 Contract Services-(GIS, Engineering, & Survey)	7,125.00	7,000.00	125.00
Total 5100 Contract Services	**165,118.76**	**140,700.00**	**24,418.76**
5120-4 Court Costs & Arrest Fees - Judicial			
5120-4a Court Costs (Omnibase)	1,277.24	1,440.00	-162.76
5120-4b Court Costs-(Inmate Housing Fees)	3,150.00	3,400.00	-250.00
5120-4c Court Costs (GHS Collections)	24,115.21	23,700.00	415.21
5120-4d Court Costs (Bailiff Pay)	75.00	125.00	-50.00
5120-4e Court Costs (Due to Comptroller)	109,374.10	158,250.00	-48,875.90
Total 5120-4 Court Costs & Arrest Fees - Judicial	**137,991.55**	**186,915.00**	**-48,923.45**
5121 Debt Service			
5121-0a GO Bond (Series 2020 JP Morgan) Principal	280,000.00	280,000.00	0.00
5121-0b GO Bond (Series 2020 JPMorgan) Interest	5,633.00	5,633.00	0.00
5121-0c CO Bond (Series 2020 Combo) Principal	110,000.00	110,000.00	0.00
5121-0d CO Bond (Series 2020 Combo) Interest	62,370.00	62,370.00	0.00
Total 5121 Debt Service	**458,003.00**	**458,003.00**	**0.00**
5122-0 General Debt Service-Multi Dept		943.74	-943.74
5140 Dues & Subscriptions			
5140-0 Dues & Subscriptions-Multi		200.00	-200.00
5140-1 Dues & Subscriptions-Admin.	4,743.70	5,000.00	-256.30
5140-2 Dues & Subscriptions-Police	432.00	700.00	-268.00
5140-4 MTF (FUND) Dues & Subscriptions-Judicial - Judicial/Court (MTF FUND)	3,150.00	4,000.00	-850.00
5140-8 Dues & Subscriptions-Build/Code	15,786.00	16,500.00	-714.00
Total 5140 Dues & Subscriptions	**24,111.70**	**26,400.00**	**-2,288.30**
5150 Election Expense	3,559.63	3,700.00	-140.37
5160 Employee Benefits - Retirement			

CITY OF TOOL

Budget vs. Actuals: Fiscal Year 2025-2026 Master Budget - FY26 P&L

October 2025 - September 2026

	TOTAL		
	ACTUAL	BUDGET	OVER BUDGET
5160-1 Employee Benefits/Retirement-Admin	15,138.12	18,496.39	-3,358.27
5160-2 Employee Benefits/Retirement-Police	29,746.83	37,209.95	-7,463.12
5160-3 Employee Benefits/Retirement-Maint	9,290.86	10,688.57	-1,397.71
5160-4 Employee Benefits/Retirement-Judicial/Court	2,910.02	3,299.16	-389.14
5160-6 Employee Benefits/Retirement-Park	2,064.62	2,788.79	-724.17
5160-8 Employee Benefits/Retirement-Build/Code	4,829.76	7,452.20	-2,622.44
Total 5160 Employee Benefits - Retirement	**63,980.21**	**79,935.06**	**-15,954.85**
5170 Equipment Purchases			
5170-0 Equipment Purchases-Multi	39.91		39.91
5170-1 Equipment Purchases-Admin		4,000.00	-4,000.00
5170-2 Equipment Purchases-Police	2,792.20	8,000.00	-5,207.80
5170-3 Equipment Purchases-Maint.	15,540.84	13,000.00	2,540.84
5170-8 Equipment Purchases-Building/Code	1,044.61	2,000.00	-955.39
5170-9 Equipment Purchases-Animal Control		200.00	-200.00
Total 5170 Equipment Purchases	**19,417.56**	**27,200.00**	**-7,782.44**
5170-MSF Equipment Purchases-Court-Municipal Security Fund	1,404.48		1,404.48
5171 City Events	732.45	5,000.00	-4,267.55
5172 Minor Tools	1,800.00		1,800.00
5172-3 Minor Tools-Maint		300.00	-300.00
5172-6 Minor Tools-Parks	742.43	300.00	442.43
Total 5172 Minor Tools	**2,542.43**	**600.00**	**1,942.43**
5174 Park Event Revenue			
5174-6a Food Truck Rental Fees Transfer to 8 @ Tool		6,000.00	-6,000.00
5174-6c General Fund Revenue Allocated to Park Events		6,000.00	-6,000.00
5174-6d HOT Funds Transfer to Park Events Fund	7,750.00	42,000.00	-34,250.00
Total 5174 Park Event Revenue	**7,750.00**	**54,000.00**	**-46,250.00**
5175-3 Equpment Rentals-Maint		12,000.00	-12,000.00
5190 Filing/Notary Fees			
5190-1 Filing/Notary Fees-Admin	23.76	175.00	-151.24
Total 5190 Filing/Notary Fees	**23.76**	**175.00**	**-151.24**
5200-0 HCAD Collections-Multi Dept	42,561.46	52,000.00	-9,438.54
5210 Investigation/Test Expense			
5210-1 Investigation/Test Expenses		650.00	-650.00
5210-2 Investigation/Test-Police		650.00	-650.00
Total 5210 Investigation/Test Expense		**1,300.00**	**-1,300.00**
5220 Insurance Property & Liability			
5220-0 Insurance Property & Liability-Multi Dept.	3,299.00	3,782.50	-483.50
5220-1 Insurance-Prop.&Liab-Admin	7,098.00	4,052.50	3,045.50
5220-2 Insurance-Prop.&Liab-Police	6,251.00	8,490.00	-2,239.00
5220-3 Insurance-Prop.&Liab-Maint	4,609.00	4,517.75	91.25

	TOTAL		
	ACTUAL	BUDGET	OVER BUDGET
5220-6 Insurance Property & Liability-Parks		414.25	-414.25
Total 5220 Insurance Property & Liability	**21,257.00**	**21,257.00**	**0.00**
5225 Insurance/Auto			
5225-2 Insurance/Auto-Police	11,057.00	11,057.75	-0.75
5225-3 Insurance/Auto- Maintenance	1,799.00	1,800.00	-1.00
5225-8 Insurance/Auto-Build & Code	937.00	935.25	1.75
Total 5225 Insurance/Auto	**13,793.00**	**13,793.00**	**0.00**
5230 Employee Insurance Benefits (Medical, Dental, Vision and Life))			
5230-1 Admin			
5230-1a Employee Medical Insurance-Admin	29,223.53	34,560.00	-5,336.47
5230-1b Employee Dental & Vision Insurance-Admin	2,137.32	2,457.60	-320.28
5230-1c Employee Life Insurance-Admin	381.60	340.80	40.80
Total 5230-1 Admin	**31,742.45**	**37,358.40**	**-5,615.95**
5230-2 Police	-51.20		-51.20
5230-2a Employee Medical Insurance-Police	72,395.59	80,160.00	-7,764.41
5230-2b Employee Dental & Vision Insurance-Police	8,546.94	5,529.60	3,017.34
5230-2c Employee Life Insurance-Police	892.44	766.80	125.64
Total 5230-2 Police	**81,783.77**	**86,456.40**	**-4,672.63**
5230-3 Maint	113.64		113.64
5230-3a Employee Medical Insurance-Maint.	25,017.09	25,920.00	-902.91
5230-3b Employee Dental & Vision Insurance-Maint.	1,843.20	1,843.20	0.00
5230-3c Employee Life Insurance-Maint.	832.44	596.64	235.80
Total 5230-3 Maint	**27,806.37**	**28,359.84**	**-553.47**
5230-4 Employee Insurance Benefits-Judicial			
5230-4a Employee Medical Insurance-Judicial	14,630.85	11,040.00	3,590.85
5230-4b Employee Dental & Vision Insurance-Judicial	1,221.36	614.40	606.96
5230-4c Employee Life Insurance-Judicial	231.57	85.20	146.37
Total 5230-4 Employee Insurance Benefits-Judicial	**16,083.78**	**11,739.60**	**4,344.18**
5230-6 Park			
5230-6a Employee Medical Insurance-Park	9,161.12	8,640.00	521.12
5230-6b Employee Dental & Vision Insurance-Park	614.40	614.40	0.00
5230-6c Employee Life Insurance-Park	196.44	233.52	-37.08
Total 5230-6 Park	**9,971.96**	**9,487.92**	**484.04**
5230-7 Code Enforcement			
5230-7a Employee Medical Insurance- Code Enforcement	124.20		124.20
Total 5230-7 Code Enforcement	**124.20**		**124.20**
5230-8 Employee Insurance Benefits-Building/Code			
5230-8a Employee Medical Insurance-Build/Code	12,677.75	17,280.00	-4,602.25
5230-8b Employee Dental & Vision Insurance-Build/Code	51.20	1,228.80	-1,177.60

	TOTAL		
	ACTUAL	BUDGET	OVER BUDGET
5230-8c Employee Life Insurance-Build/Code	297.39	170.40	126.99
Total 5230-8 Employee Insurance Benefits-Building/Code	**13,026.34**	**18,679.20**	**-5,652.86**
Total 5230 Employee Insurance Benefits (Medical, Dental, Vision and Life))	**180,538.87**	**192,081.36**	**-11,542.49**
5250 Workers Comp Insurance			
5250-1 Workers Comp Insurance-Admin.	1,050.00	841.00	209.00
5250-2 Workers Comp Insurance-Police	14,759.25	12,251.00	2,508.25
5250-3 Workers Comp Insurance-Maint.	7,803.75	6,243.25	1,560.50
5250-8 Workers Comp Insurance-Building/Code	760.00	607.75	152.25
Total 5250 Workers Comp Insurance	**24,373.00**	**19,943.00**	**4,430.00**
5264 Vehicle Loans			
5264 - 2 Vehicle Loan - Police			
5264-2a Vehicle Loan Interest - Police -Tahoes (3)	4,535.45	5,366.18	-830.73
5264-2b Vehicle Loan Principal-Police Tahoes (3)	31,431.79	30,597.82	833.97
5264-2c Vehicle Loan Payments-Electric Vehicles		15,666.67	-15,666.67
5264-2d Vehicle Loan Payments-Int on Elect Vehicles		940.00	-940.00
Total 5264 - 2 Vehicle Loan - Police	**35,967.24**	**52,570.67**	**-16,603.43**
5264-8 Vehicle Loan - Building/Code			
5264-8a Vehicle Loan Interest-Building/Code	1,367.33	2,227.61	-860.28
5264-8b Vehicle Loan Principal-Building/Code	6,510.19	5,649.91	860.28
Total 5264-8 Vehicle Loan - Building/Code	**7,877.52**	**7,877.52**	**0.00**
Total 5264 Vehicle Loans	**43,844.76**	**60,448.19**	**-16,603.43**
5265 Janitorial/Cleaning	16.61		16.61
5265-0 Janitorial/Cleaning-Multi Dept	18,254.11	6,000.00	12,254.11
5265-1 Janitorial/Cleaning-Admin	328.39		328.39
5265-6 Janitorial/Cleaning-Park	251.96	2,500.00	-2,248.04
Total 5265 Janitorial/Cleaning	**18,851.07**	**8,500.00**	**10,351.07**
5270-4 MJF (FUND) Juror Fees - Judicial/Court		2,000.00	-2,000.00
5290 Lease Equipment Expense			
5290-0 Lease Equipment Expense-Multi Dept	10,495.15	11,000.00	-504.85
Total 5290 Lease Equipment Expense	**10,495.15**	**11,000.00**	**-504.85**
5300 Legal Fees (Professional)			
5300-1 Legal Fees-Admin	8,653.45	12,500.00	-3,846.55
5300-10 Legal Fees-Council/Mayor	11,756.48	2,500.00	9,256.48
5300-4 Legal Fees-Judicial	23,930.85	25,000.00	-1,069.15
Total 5300 Legal Fees (Professional)	**44,340.78**	**40,000.00**	**4,340.78**
5301 LEOSE		1,000.00	-1,000.00
5301-2 Police	1,220.00		1,220.00
Total 5301 LEOSE	**1,220.00**	**1,000.00**	**220.00**
5302 Marketing			

CITY OF TOOL

Budget vs. Actuals: Fiscal Year 2025-2026 Master Budget - FY26 P&L

October 2025 - September 2026

	TOTAL		
	ACTUAL	BUDGET	OVER BUDGET
5302-0 Marketing-Multi HOT		3,000.00	-3,000.00
5302-1 Marketing-Admin	140.44	100.00	40.44
5302-10 Marketing-Council/Mayor		1,000.00	-1,000.00
Total 5302 Marketing	**140.44**	**4,100.00**	**-3,959.56**
5320 Maintenance Building	24.69		24.69
5320-0 Maintenance Building-Multi Dept	1,974.40	10,000.00	-8,025.60
5320-1 Maintenance Building-Admin	4,166.24	2,700.00	1,466.24
Total 5320 Maintenance Building	**6,165.33**	**12,700.00**	**-6,534.67**
5330 Maintenance-Equipment			
5330-2 Maintenance-Equipment-Police	781.65	7,000.00	-6,218.35
5330-3 Maintenance-Equipment-Maint	3,971.29	5,000.00	-1,028.71
5330-6 Maintenance-Equipment-Parks	52.32	7,000.00	-6,947.68
Total 5330 Maintenance-Equipment	**4,805.26**	**19,000.00**	**-14,194.74**
5335-0 Maintenance - CITY PARK	568.80		568.80
5336-6 Park Grounds	20,373.59	4,000.00	16,373.59
5340 Maintenance-Vehicle			
5340-2 Maintenance-Vehicle-Police	8,708.39	9,000.00	-291.61
5340-3 Maintenance-Vehicle-Maint	1,107.61	2,000.00	-892.39
5340-7 Maintenance-Vehicle- Code Enforcement	9.50		9.50
5340-8 Maintenance-Vehicle-Building/Code	66.98	2,500.00	-2,433.02
5340-9 Maintenance-Vehicle-		700.00	-700.00
Total 5340 Maintenance-Vehicle	**9,892.48**	**14,200.00**	**-4,307.52**
5350 Maintenance-Road Materials			
5350-3 Maintenance-Road Materials-	23,027.48	35,000.00	-11,972.52
Total 5350 Maintenance-Road Materials	**23,027.48**	**35,000.00**	**-11,972.52**
5355 Meals			
5355-1 Meals-Admin	556.86	2,000.00	-1,443.14
Total 5355 Meals	**556.86**	**2,000.00**	**-1,443.14**
5357-0 Employee Recognition/Events	2,166.49	3,000.00	-833.51
5358-0 HR/Employee Procurement Expense	1,374.00	300.00	1,074.00
5365 Miscellaneous Expense		0.00	0.00
5365-1 Admin	31.88	0.00	31.88
Total 5365 Miscellaneous Expense	**31.88**	**0.00**	**31.88**
5366 Neighborhood Infrastructure Reinvestment			
5366-8 Neighborhood Infrastructure Reinvestment-Building& Code	121.77	5,000.00	-4,878.23
Total 5366 Neighborhood Infrastructure Reinvestment	**121.77**	**5,000.00**	**-4,878.23**
5370 Office Supplies Expense			
5370-1 Office Supplies-Admin	3,846.32	3,750.00	96.32
5370-10 Office Supplies-Council/Mayor	163.48	250.00	-86.52

	TOTAL		
	ACTUAL	BUDGET	OVER BUDGET
5370-2 Office Supplies-Police	2,626.87	1,000.00	1,626.87
5370-3 Office Supplies-Maint.	1,204.39	400.00	804.39
5370-4 Office Supplies-Judicial	1,546.29	1,400.00	146.29
5370-6 Office Supplies-Park	255.61	185.00	70.61
5370-8 Office Supplies-Building/Code	354.44	1,000.00	-645.56
5370-9 Office Supplies--Animal Control		100.00	-100.00
Total 5370 Office Supplies Expense	**9,997.40**	**8,085.00**	**1,912.40**
5371 Ancillary Supplies			
5371-0 Building Supplies	11,531.81	5,000.00	6,531.81
5372-6 Recreational Items - Park	7.76	500.00	-492.24
5373-3 Signs, Posts, Hardware - Maint	1,039.28	900.00	139.28
5373-6 Signs, Posts, Hardware - Park	589.23	100.00	489.23
Total 5371 Ancillary Supplies	**13,168.08**	**6,500.00**	**6,668.08**
5380 Postage			
5380-1 Postage-Admin.	677.42	500.00	177.42
5380-2 Postage-Police	18.12	60.00	-41.88
5380-4 Postage-Judicial	123.60	700.00	-576.40
5380-8 Postage - Build/Code	2,464.14	1,300.00	1,164.14
Total 5380 Postage	**3,283.28**	**2,560.00**	**723.28**
5390 Records Management		0.00	0.00
5390-1 Records Management-Admin	2,958.00	4,040.00	-1,082.00
5390-2 Records Management-Police	420.00	0.00	420.00
Total 5390 Records Management	**3,378.00**	**4,040.00**	**-662.00**
5400 Printing			
5400-2 Printing - Police	3,345.19	3,300.00	45.19
Total 5400 Printing	**3,345.19**	**3,300.00**	**45.19**
5430 Salaries			
5430-1 Salaries-Admin	236,683.17	257,251.64	-20,568.47
5430-10 Salaries-Council/Mayor	1,300.00	1,200.00	100.00
5430-2 Salaries-Police	503,364.82	517,523.60	-14,158.78
5430-3 Salaries-Maint	147,028.52	148,658.86	-1,630.34
5430-4 Salaries-Other-Judicial	45,884.86	45,885.44	-0.58
5430-6 Salaries-Park	32,612.85	38,787.05	-6,174.20
5430-8 Salaries-Building/Code-	77,134.59	103,646.67	-26,512.08
Total 5430 Salaries	**1,044,008.81**	**1,112,953.26**	**-68,944.45**
5460 Telephone and Internet			
5460-0 Tel/Internet-Multi Dept.	14,885.44	13,000.00	1,885.44
5460-1 Tel/Internet-Admin.	2,743.79	2,600.00	143.79
5460-2 Tel/Internet-Police	5,099.56	4,730.00	369.56
5460-3 Tel/Internet-Maint.	1,017.88	540.00	477.88

	TOTAL		
	ACTUAL	BUDGET	OVER BUDGET
5460-8 Tel/Internet-Building/Code	1,317.76	1,448.70	-130.94
5460-9 Tel/Internet-Animal Control (deleted)		540.00	-540.00
Total 5460 Telephone and Internet	**25,064.43**	**22,858.70**	**2,205.73**
5470 Travel Expense			
5470-1 Travel-Admin	2,012.92	1,750.00	262.92
5470-2 Travel-Police	1,293.70	1,320.00	-26.30
5470-3 Travel-Maint. (deleted)		50.00	-50.00
5470-4a Travel-Judicial	543.51	900.00	-356.49
5470-8 Travel-Building/Code	682.64	1,200.00	-517.36
5470-9 Travel-Animal Control		100.00	-100.00
Total 5470 Travel Expense	**4,532.77**	**5,320.00**	**-787.23**
5480 Training/Education Expense			
5480-1 Training/Education Expense-Admin.	3,456.22	7,000.00	-3,543.78
5480-10 Training/Education Expense-Council/Mayor	67.50	200.00	-132.50
5480-2 Training/Education Expense-Police	1,297.71	4,000.00	-2,702.29
5480-4 Training/Education Expense-Judicial	850.00	1,000.00	-150.00
5480-8 Training/Education Expense-Building/Code	2,815.90	2,500.00	315.90
5480-9 Training/Education Expense-Animal Control		300.00	-300.00
Total 5480 Training/Education Expense	**8,487.33**	**15,000.00**	**-6,512.67**
5490 Uniforms			
5490-2 Uniforms-Police	5,038.68	2,500.00	2,538.68
5490-3 Uniforms-Maint	2,820.64	2,500.00	320.64
5490-4 Uniforms-Judicial	200.00	250.00	-50.00
5490-6 Uniforms-Park	416.33	520.00	-103.67
5490-8 Uniforms-Building/Code	821.11	800.00	21.11
5490-9 Uniforms-Animal Control	1,187.51	1,040.00	147.51
Total 5490 Uniforms	**10,484.27**	**7,610.00**	**2,874.27**
5500 Utilities/Electricity			
5500-0 Utilities/Electricity-Multi Dept	17,573.61	14,000.00	3,573.61
5500-3 Utilities/Electricity-Multi Dept-Maint	1,586.39	2,400.00	-813.61
5500-6 Utilities/Electricity-Park	3,133.94	8,400.00	-5,266.06
Total 5500 Utilities/Electricity	**22,293.94**	**24,800.00**	**-2,506.06**
5510 Utilities/Water			
5510-0 Utilities/Water-Multi Dept	6,005.73	7,000.00	-994.27
5510-3 Utilities/Water-Maint	427.52	1,000.00	-572.48
5510-6 Utilities/Water-Park	20,104.83	23,000.00	-2,895.17
Total 5510 Utilities/Water	**26,538.08**	**31,000.00**	**-4,461.92**
5540-0 Website-Multi Dept.	3,600.00	3,600.00	0.00
5540-1 Website-Multi Dept.-Admin	1,438.95	0.00	1,438.95
Total 5540-0 Website-Multi Dept.	**5,038.95**	**3,600.00**	**1,438.95**

CITY OF TOOL

Budget vs. Actuals: Fiscal Year 2025-2026 Master Budget - FY26 P&L

October 2025 - September 2026

	TOTAL		
	ACTUAL	BUDGET	OVER BUDGET
5999-0 Contingency		36,713.33	-36,713.33
Total 5000 Expenditures	**3,232,406.97**	**2,977,524.64**	**254,882.33**
6000 Payroll Expenses			
Taxes	-0.02		-0.02
xxxxx6500 Payroll Taxes Total	0.00		0.00
6500-1 Payroll Taxes - Admin	19,220.36	20,580.13	-1,359.77
6500-2 Payroll Taxes- Police	40,270.51	41,401.88	-1,131.37
6500-3 Payroll Taxes- Maint	11,760.69	11,892.71	-132.02
6500-4 Payroll Taxes- Judicial	3,681.20	4,588.54	-907.34
6500-6 Payroll Taxes-Park-6	2,665.88	3,878.71	-1,212.83
6500-8 Payroll Taxes- Building/Code	6,305.80	10,364.67	-4,058.87
Total xxxxx6500 Payroll Taxes Total	**83,904.44**	**92,706.64**	**-8,802.20**
Total 6000 Payroll Expenses	**83,904.42**	**92,706.64**	**-8,802.22**
Total Expenses	**$3,316,311.39**	**$3,070,231.28**	**$246,080.11**
NET OPERATING INCOME	**$ -184,180.10**	**$120,247.50**	**$ -304,427.60**
Other Income			
4800 Interest Earned			
4800-a Interest Income-Ad Valorem	15,625.29	22,000.00	-6,374.71
4800-b Interest Income-Capitol Improvement	22,100.28	15,000.00	7,100.28
4800-c Interest Income-Emergency Fund	14,364.62	13,000.00	1,364.62
4800-d Interest Income-General Fund	17.13	50.00	-32.87
4800-e Interest Income-Hotel-Motel Tax	3,404.76	3,000.00	404.76
4800-f Interest Income-Municipal Fund	1,676.46	2,000.00	-323.54
4800-g Interest Income-Municipal Security	2.73	2.00	0.73
4800-h Interest Income-Public Funds MM 9	5,052.58	8,000.00	-2,947.42
4800-i Interest Income-Public Funds MM 10	7,359.49	10,000.00	-2,640.51
4800-j Interest Income-TexStar	35.38	50.00	-14.62
4800-k Interest Income-Municipal Tech	0.27	0.50	-0.23
4800-l Interest Earned - Park Construction Acct	1,408.47	6,000.00	-4,591.53
4800-m Interest Income-Combined Security & Tech Fund	32.72		32.72
Total 4800 Interest Earned	**71,080.18**	**79,102.50**	**-8,022.32**
Total Other Income	**$71,080.18**	**$79,102.50**	**$ -8,022.32**
Other Expenses			
9990-0 GF Transfer to CIP Fund-Multi Dept.		200,000.00	-200,000.00
Total Other Expenses	**$0.00**	**$200,000.00**	**$ -200,000.00**
NET OTHER INCOME	**$71,080.18**	**$ -120,897.50**	**$191,977.68**
NET INCOME	**$ -113,099.92**	**$ -650.00**	**$ -112,449.92**

CITY OF TOOL

Profit and Loss

October, 2025-September, 2026

	Oct 2025	Nov 2025	Dec 2025	Jan 2026	Feb 2026	Mar 2026	Apr 2026	May 2026	Jun 2026	Jul 2026	Aug 2026	Sep 2026	Total
Income													
4000 Revenues													
4010 Animal Registrations/ Fees						40.00							40.00
4011 Alarm Permit	50.00												50.00
4012 Garage Sale Permits	20.00	5.00											25.00
4013 Animal Surrender Fees	325.00												325.00
4020 Building Permits	15,308.80	14,713.09	6,571.80	4,429.60	3,009.35	4,274.01	10,962.69	9,816.68	4,841.00	9,605.90	5,798.28	4,858.65	94,189.85
4025 Short Term Rental Annual Permit	800.00	400.00	200.00	200.00									1,600.00
4030 City Facilities Rental	150.00	50.00	250.00	50.00	150.00	-250.00	50.00	50.00	-200.00	3,850.00	100.00	700.00	4,950.00
4040 Cable TV/Telephone Franchise Fees	4,765.29	971.41		4,854.87	521.73	1,142.19	4,813.40	803.02	559.66	4,860.53	865.25		24,157.35
4050 Contributions/Donations													
4050-1 Contributions-General Fund	0.00						363.00						363.00
4050-1b Event Donations/Contributions/Fees		25.00											25.00
Total for 4050 Contributions/Donations	**0.00**	**25.00**					**363.00**						**$388.00**
4064 Fines & Forfeitures	13,590.30	15,995.48	11,262.47	14,209.84	26,830.67	30,218.84	20,326.46	14,762.89	11,994.13	16,132.92	10,514.58	10,974.81	$196,813.39
4064a Municipal 3rd Party Payout	10,522.03	11,077.01	9,320.08	8,890.43	18,082.26	19,394.97	12,716.03	9,442.38	9,814.84	9,207.93	7,864.47	7,852.08	134,184.51
4064b Municipal Jury Fund (MJF)	9.43	10.42	9.76	9.17	15.96	17.06	11.52	7.45	8.38	8.87	7.64	6.09	121.75
4064c Municipal Truancy & Prev (MTPF)	471.50	520.54	485.57	479.00	797.41	851.00	577.19	12.00	418.54	192.03	381.47	65.23	5,251.48
4064d Municipal Court Security Fund (MSF)	462.09	510.17	475.86	449.82	787.48	833.98	565.67	364.29	410.20	433.22	373.88	298.63	5,965.29
4064e Municipal Court Technology Fund (MTF)	377.23	416.45	388.50	367.17	797.41	680.82	461.77	297.38	334.87	353.63	305.20	243.79	5,024.22
Total for 4064 Fines & Forfeitures	**25,432.58**	**28,530.07**	**21,942.24**	**24,405.43**	**47,311.19**	**51,996.67**	**34,658.64**	**24,886.39**	**22,980.96**	**26,328.60**	**19,447.24**	**19,440.63**	**$347,360.64**
4068 Service Fee Retained by City	119.41	906.13	22.65	91.58	72.53	169.81	560.14	47.27	732.78	17.38	75.49	48.43	2,863.60
4070 HCAD Ad Valorem	37,186.30	81,881.36	544,606.29	403,276.62	344,880.96	34,705.65	28,340.67	11,242.75	9,265.30	5,339.14	6,411.22	7,159.50	1,514,295.76
4071 HCAD Interest & Sinking	11,100.52	24,895.42	165,536.39	122,604.67	104,861.86	9,658.48	8,639.23	3,408.51	2,856.89	1,597.79	1,613.43	2,190.73	458,963.92
4090 Trinity Valley Electric				83,014.64									83,014.64
4102 Loan Proceeds			55,417.74										55,417.74
4110 Hotel Occupancy Tax	11,640.35		7,523.03		1,399.28	236.88	4,543.64	1,602.24	1,071.97	10,377.34	211.98	1,108.58	39,715.29
4120 State Sales Tax-Rev. Sharing	35,480.56	37,212.00	33,998.45	33,248.61	39,480.67	28,270.69	31,006.86	42,826.06	35,701.93	35,011.64	44,645.55	37,630.86	434,513.88

CITY OF TOOL

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	Oct 2025	Nov 2025	Dec 2025	Jan 2026	Feb 2026	Mar 2026	Apr 2026	May 2026	Jun 2026	Jul 2026	Aug 2026	Sep 2026	Total
4121 State Mixed Beverage Sale Tax R	792.34	512.93	578.93	356.21	276.90	245.81	305.09	66.52	792.64	663.10	496.23	712.51	5,799.21
4140 TU/Oncor Electric			17,093.21				84.32						17,177.53
4150 Waste Services	9,984.83			10,522.70			9,610.50			10,287.05			40,405.08
4301 L.E.O.S.E						4,119.80							4,119.80
Total for 4000 Revenues	**153,155.98**	**190,102.41**	**853,740.73**	**687,054.93**	**541,964.47**	**134,609.99**	**133,938.18**	**94,749.44**	**78,603.13**	**107,938.47**	**79,664.67**	**73,849.89**	**$3,129,372.29**
4101 Interfund Transfers													
4101-a From Emergency Fund	0.00	0.00	0.00										0.00
4101-b From Capital Improvement Fund	0.00	0.00	0.00	0.00									0.00
4101-c From City Hall Construction Fund	0.00			0.00									0.00
4101-d From Parks Development Fund		0.00											0.00
Total for 4101 Interfund Transfers	**0.00**	**0.00**	**0.00**	**0.00**									**$0.00**
4801 Credit Card Rebate	171.32	126.34	96.78	59.85				96.49	48.61	85.34	136.62	162.65	984.00
Park Event Revenue													
4601 Food Truck Rental Fees	500.00	300.00	200.00					200.00	300.00	100.00			1,600.00
4602 Amphitheatre Rental Fees							175.00						175.00
Total for Park Event Revenue	**500.00**	**300.00**	**200.00**				**175.00**	**200.00**	**300.00**	**100.00**			**$1,775.00**
Services	0.00												0.00
Total Income	**153,827.30**	**190,528.75**	**854,037.51**	**687,114.78**	**541,964.47**	**134,609.99**	**134,113.18**	**95,045.93**	**78,951.74**	**108,123.81**	**79,801.29**	**74,012.54**	**$3,132,131.29**
Gross Profit	**153,827.30**	**190,528.75**	**854,037.51**	**687,114.78**	**541,964.47**	**134,609.99**	**134,113.18**	**95,045.93**	**78,951.74**	**108,123.81**	**79,801.29**	**74,012.54**	**$3,132,131.29**
Expenses													
5000 Expenditures												0.00	$0.00
5010-0 Accounting Services													
5010-1 Accounting Services-Admin	474.50	484.00	481.00	697.05	617.50	455.00	461.50	461.50	448.50	451.00	516.00	537.00	6,084.55
Total for 5010-0 Accounting Services	**474.50**	**484.00**	**481.00**	**697.05**	**617.50**	**455.00**	**461.50**	**461.50**	**448.50**	**451.00**	**516.00**	**537.00**	**$6,084.55**
5020 Advertising Expense													
5020-1 Advertising-Admin	305.00				1,290.45	272.50	741.25	180.00	825.00			720.00	4,334.20
Total for 5020 Advertising Expense	**305.00**				**1,290.45**	**272.50**	**741.25**	**180.00**	**825.00**			**720.00**	**$4,334.20**
5030 Animal Care													
5030-9 Animal Control	1,625.00	1,625.00	1,625.00	1,625.00	1,625.00	1,625.00	1,625.00	1,625.00	1,625.00	1,625.00	1,625.00	1,625.00	19,500.00
Total for 5030 Animal Care	**1,625.00**	**1,625.00**	**1,625.00**	**1,625.00**	**1,625.00**	**1,625.00**	**1,625.00**	**1,625.00**	**1,625.00**	**1,625.00**	**1,625.00**	**1,625.00**	**$19,500.00**

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	Oct 2025	Nov 2025	Dec 2025	Jan 2026	Feb 2026	Mar 2026	Apr 2026	May 2026	Jun 2026	Jul 2026	Aug 2026	Sep 2026	Total
5045 Auto Allowance													
5045-1 Executive Auto Allowance-Admin	369.24	369.24	553.86	369.24	369.24	369.24	369.24	369.24	369.24	553.86	369.24	369.24	4,800.12
Total for 5045 Auto Allowance	**369.24**	**369.24**	**553.86**	**369.24**	**369.24**	**369.24**	**369.24**	**369.24**	**369.24**	**553.86**	**369.24**	**369.24**	**$4,800.12**
5050 Auto Fuel													
5050-2 Auto Fuel-Police	2,375.47	2,345.88	1,978.19	2,054.65	1,811.48	2,082.83	3,544.10	2,364.75	3,361.90	2,819.31	2,945.81	2,152.55	29,836.92
5050-3 Auto Fuel-Maint	545.94	587.93	207.44	305.24	422.49	294.75	600.33	1,101.63	985.29	658.78	750.53	998.31	7,458.66
5050-6 Auto Fuel-Park	217.92	178.68	12.00		143.88	143.88		129.48		143.88	143.88		1,113.60
5050-8 Auto Fuel-Building/Code	80.77	92.04	61.40	101.90	115.77	131.60	73.85	229.11	120.08	127.99	101.07	58.65	1,294.23
Total for 5050 Auto Fuel	**3,220.10**	**3,204.53**	**2,259.03**	**2,461.79**	**2,493.62**	**2,653.06**	**4,218.28**	**3,824.97**	**4,467.27**	**3,749.96**	**3,941.29**	**3,209.51**	**$39,703.41**
5060 Audit Fees													
5060-1 Audit Fees -Admin	2,653.50	2,231.25	10,258.25	13,023.25		4,970.50			2,000.00	15,008.26		32,998.24	83,143.25
Total for 5060 Audit Fees	**2,653.50**	**2,231.25**	**10,258.25**	**13,023.25**		**4,970.50**			**2,000.00**	**15,008.26**		**32,998.24**	**$83,143.25**
5070-0 Bank Charges													
5070-1 Bank Charges-Admin	567.30	623.24	562.20	556.26	436.12	488.59	384.73	530.10	767.23	517.07	491.95	491.50	6,416.29
Total for 5070-0 Bank Charges	**567.30**	**623.24**	**562.20**	**556.26**	**436.12**	**488.59**	**384.73**	**530.10**	**767.23**	**517.07**	**491.95**	**491.50**	**$6,416.29**
5081 City Park Expenditures										169.94			$169.94
5081a Park							0.00						0.00
Total for 5081 City Park Expenditures							**0.00**			**169.94**			**$169.94**
5082 Capital Expenditures													
5082a Emergency Sirens								2,968.00					2,968.00
5082b Maintenance Barn	135,229.21	21,440.21						75,000.00	31,075.00	28,242.84	40,768.24	35,302.92	367,058.42
5082c Police Department Building Remodel	24,789.20	1,043.96	2,170.03	5,900.00									33,903.19
5082d Paradise Bay Subdivision Drainage (Phase 1A)	37,750.00												37,750.00
5082e City Hall Remodel	6,350.00												6,350.00
5082f Parks Development		500.00											500.00
5082g Equipment Purchases-Excavator			54,995.74										54,995.74
Total for 5082 Capital Expenditures	**204,118.41**	**22,984.17**	**57,165.77**	**5,900.00**				**77,968.00**	**31,075.00**	**28,242.84**	**40,768.24**	**35,302.92**	**$503,525.35**

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	Oct 2025	Nov 2025	Dec 2025	Jan 2026	Feb 2026	Mar 2026	Apr 2026	May 2026	Jun 2026	Jul 2026	Aug 2026	Sep 2026	Total
5096 Property Abatements													
5096-8 Unsafe Building Fund-Building										4,800.00	9,500.00		14,300.00
Total for 5096 Property Abatements										**4,800.00**	**9,500.00**		**$14,300.00**
5097 Computers,Software & Supplies													
5097-1 Computers,Software & Supplies-Admin	414.99		34.98									119.99	569.96
5097-2 Computers,Software & Supplies-Police		1,826.67	225.97			6,976.10	4,677.63			1,398.00			15,104.37
Total for 5097 Computers,Software & Supplies	**414.99**	**1,826.67**	**260.95**			**6,976.10**	**4,677.63**			**1,398.00**		**119.99**	**$15,674.33**
5100 Contract Services													
5101-0 Contract Services IT-Multi Dept	2,790.91	2,794.91	2,842.69	2,846.69	2,846.69	2,846.69	2,865.69	2,865.69	2,865.69	6,131.38	3,265.69	4,532.06	39,494.78
5102-0 Contract Services Acct-Multi Dept	100.00							2,687.50	3,250.00	4,187.50	4,200.00	4,287.50	18,712.50
5103 Permit and InspectBuilding/Code	10,387.27	7,900.86	1,162.23	1,751.58	9,257.40	1,517.97	5,103.53		6,675.20	6,567.47	1,739.94	2,215.14	54,278.59
5104-2 Contract Services PD-Police	3,462.90	64.99		18,300.00	10,000.00				13,680.00				45,507.89
5104-8 Contract Services-(GIS, Engineering, & Survey)	625.00					2,500.00		4,000.00					7,125.00
Total for 5100 Contract Services	**17,366.08**	**10,760.76**	**4,004.92**	**22,898.27**	**22,104.09**	**6,864.66**	**7,969.22**	**9,553.19**	**26,470.89**	**16,886.35**	**9,205.63**	**11,034.70**	**$165,118.76**
5120-4 Court Costs & Arrest Fees - Judicial													
5120-4a Court Costs (Omnibase)	70.16	95.83	38.64	62.76	187.46	201.11	108.18	158.10	127.86	50.97	93.26	82.91	1,277.24
5120-4b Court Costs-(Inmate Housing Fees)	150.00	90.00				720.00	330.00	240.00	60.00	780.00	720.00	60.00	3,150.00
5120-4c Court Costs (GHS Collections)	1,694.40	1,436.69	769.05	882.89	3,605.11	3,782.07	2,228.04	2,481.93	2,103.03	1,563.73	1,303.05	2,265.22	24,115.21
5120-4d Court Costs (Bailiff Pay)							75.00						75.00
5120-4e Court Costs (Due to Comptroller)	8,757.47	9,544.48	8,512.39	7,944.78	14,289.69	15,411.79	10,379.81	6,802.35	7,583.65	7,593.23	6,468.16	6,086.30	109,374.10
Total for 5120-4 Court Costs & Arrest Fees - Judicial	**10,672.03**	**11,167.00**	**9,320.08**	**8,890.43**	**18,082.26**	**20,114.97**	**13,121.03**	**9,682.38**	**9,874.54**	**9,987.93**	**8,584.47**	**8,494.43**	**$137,991.55**

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	Oct 2025	Nov 2025	Dec 2025	Jan 2026	Feb 2026	Mar 2026	Apr 2026	May 2026	Jun 2026	Jul 2026	Aug 2026	Sep 2026	Total
5121 Debt Service													
5121-0a GO Bond (Series 2020 JP Morgan) Principal					280,000.00								280,000.00
5121-0b GO Bond (Series 2020 JPMorgan) Interest					3,733.50						1,899.50		5,633.00
5121-0c CO Bond (Series 2020 Combo) Principal					110,000.00								110,000.00
5121-0d CO Bond (Series 2020 Combo) Interest					31,762.50						30,607.50		62,370.00
Total for 5121 Debt Service					**425,496.00**						**32,507.00**		**$458,003.00**
5140 Dues & Subscriptions													
5140-1 Dues & Subscriptions-Admin.	125.00			200.00	350.00		2,667.70	49.00	1,205.00	49.00	49.00	49.00	4,743.70
5140-2 Dues & Subscriptions-Police										432.00			432.00
5140-4 MTF (FUND) Dues & Subscriptions-Judicial - Judicial/Court (MTF FUND)									3,075.00	75.00			3,150.00
5140-8 Dues & Subscriptions-Build/Code		100.00	15,516.00						170.00				15,786.00
Total for 5140 Dues & Subscriptions	**125.00**	**100.00**	**15,516.00**	**200.00**	**350.00**		**2,667.70**	**49.00**	**4,450.00**	**556.00**	**49.00**	**49.00**	**$24,111.70**
5150 Election Expense		3,559.63											3,559.63
5160 Employee Benefits - Retirement													
5160-1 Employee Benefits/Retirement-Admin	819.94	879.06	1,241.40	1,433.84	1,398.61	1,065.10	1,441.22	1,441.22	1,328.38	1,597.65	1,065.10	1,426.60	15,138.12
5160-2 Employee Benefits/Retirement-Police	1,507.26	1,647.61	2,466.47	2,692.42	2,690.48	2,609.19	2,634.55	2,776.57	2,354.11	3,517.20	2,527.74	2,323.23	29,746.83
5160-3 Employee Benefits/Retirement-Maint	456.30	608.69	684.45	790.56	791.29	790.56	794.01	817.48	790.56	1,185.84	790.56	790.56	9,290.86
5160-4 Employee Benefits/Retirement-Judicial/Court	145.02	164.11	217.53	250.88	250.88	250.88	250.88	250.88	250.88	376.32	250.88	250.88	2,910.02
5160-6 Employee Benefits/Retirement-Park	90.14	117.04	175.39	208.22	196.51	167.88	136.00	179.59	206.27	218.64	178.94	190.00	2,064.62
5160-8 Employee Benefits/Retirement-Build/Code	207.85	306.11	463.72	531.63	565.06	541.92	530.77	325.74	327.45	463.75	282.88	282.88	4,829.76
Total for 5160 Employee Benefits - Retirement	**3,226.51**	**3,722.62**	**5,248.96**	**5,907.55**	**5,892.83**	**5,425.53**	**5,787.43**	**5,791.48**	**5,257.65**	**7,359.40**	**5,096.10**	**5,264.15**	**$63,980.21**

	Oct 2025	Nov 2025	Dec 2025	Jan 2026	Feb 2026	Mar 2026	Apr 2026	May 2026	Jun 2026	Jul 2026	Aug 2026	Sep 2026	Total
5170 Equipment Purchases													
5170-0 Equipment Purchases-Multi				39.91									39.91
5170-2 Equipment Purchases-Police		934.20	59.00						1,100.00		699.00		2,792.20
5170-3 Equipment Purchases-Maint.					61.94		12,843.00			917.95	1,717.95		15,540.84
5170-7 Equipment Purchases- Code Enforcement											2,790.65	-2,790.65	0.00
5170-8 Equipment Purchases-Building/Code	272.17			772.44									1,044.61
Total for 5170 Equipment Purchases	**272.17**	**934.20**	**59.00**	**812.35**	**61.94**		**12,843.00**		**1,100.00**	**917.95**	**5,207.60**	**-2,790.65**	**$19,417.56**
5170-MSF Equipment Purchases-Court-Municipal Security Fund						1,283.49					120.99		1,404.48
5171 City Events	570.07											162.38	732.45
5172 Minor Tools										1,800.00			$1,800.00
5172-6 Minor Tools-Parks	-32.01		274.81	-10.89		268.64		101.92			139.96		742.43
Total for 5172 Minor Tools	**-32.01**		**274.81**	**-10.89**		**268.64**		**101.92**		**1,800.00**	**139.96**		**$2,542.43**
5174 Park Event Revenue													
5174-6d HOT Funds Transfer to Park Events Fund									7,750.00				7,750.00
Total for 5174 Park Event Revenue									**7,750.00**				**$7,750.00**
5190 Filing/Notary Fees													
5190-1 Filing/Notary Fees-Admin			23.76										23.76
Total for 5190 Filing/Notary Fees			**23.76**										**$23.76**
5200-0 HCAD Collections-Multi Dept	765.23		9,871.75	765.23	13.56	10,636.98			10,636.96		9,871.75		42,561.46
5220 Insurance Property & Liability													
5220-0 Insurance Property & Liability-Multi Dept.	824.75			824.75			824.75			824.75			3,299.00
5220-1 Insurance-Prop.&Liab-Admin	1,774.50			1,774.50			1,774.50			1,774.50			7,098.00
5220-2 Insurance-Prop.&Liab-Police	1,562.75			1,562.75			1,562.75			1,562.75			6,251.00
5220-3 Insurance-Prop.&Liab-Maint	1,152.25			1,152.25			1,152.25			1,152.25			4,609.00
Total for 5220 Insurance Property & Liability	**5,314.25**			**5,314.25**			**5,314.25**			**5,314.25**			**$21,257.00**

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	Oct 2025	Nov 2025	Dec 2025	Jan 2026	Feb 2026	Mar 2026	Apr 2026	May 2026	Jun 2026	Jul 2026	Aug 2026	Sep 2026	Total
5225 Insurance/Auto													
5225-2 Insurance/Auto-Police	2,764.25			2,764.25			2,764.25			2,764.25			11,057.00
5225-3 Insurance/Auto- Maintenance	449.75			449.75			449.75			449.75			1,799.00
5225-8 Insurance/Auto-Build & Code	234.25			234.25			234.25			234.25			937.00
Total for 5225 Insurance/Auto	**3,448.25**			**3,448.25**			**3,448.25**			**3,448.25**			**$13,793.00**
5230 Employee Insurance Benefits (Medical, Dental, Vision and Life))													
5230-1 Admin													
5230-1a Employee Medical Insurance-Admin	2,758.84	2,916.26	2,916.26	2,916.26	2,080.39	2,257.99	2,080.39	2,169.19	2,169.19	2,169.19	2,169.19	2,620.38	29,223.53
5230-1b Employee Dental & Vision Insurance-Admin	212.92	212.92	212.92	212.92	161.72	161.72	161.72	161.72	161.72	161.72	161.72	153.60	2,137.32
5230-1c Employee Life Insurance-Admin	35.35	35.35	35.35	35.35	28.25	28.25	28.25	28.25	35.35	35.35	28.25	28.25	381.60
Total for 5230-1 Admin	**3,007.11**	**3,164.53**	**3,164.53**	**3,164.53**	**2,270.36**	**2,447.96**	**2,270.36**	**2,359.16**	**2,366.26**	**2,366.26**	**2,359.16**	**2,802.23**	**$31,742.45**
5230-2 Police												-51.20	-$51.20
5230-2a Employee Medical Insurance-Police	7,172.59	6,411.70	6,411.70	6,411.70	6,173.20	6,700.40	6,173.20	5,717.12	5,717.12	5,717.12	5,717.12	4,072.62	72,395.59
5230-2b Employee Dental & Vision Insurance-Police	750.22	690.20	690.20	690.20	741.40	690.20	741.40	741.40	741.40	690.20	690.20	689.92	8,546.94
5230-2c Employee Life Insurance-Police	81.10	87.48	87.48	87.48	74.00	74.00	74.00	74.00	59.80	59.80	66.90	66.40	892.44
Total for 5230-2 Police	**8,003.91**	**7,189.38**	**7,189.38**	**7,189.38**	**6,988.60**	**7,464.60**	**6,988.60**	**6,532.52**	**6,518.32**	**6,467.12**	**6,474.22**	**4,777.74**	**$81,783.77**
5230-3 Maint						113.64							$113.64
5230-3a Employee Medical Insurance-Maint.	1,856.34	2,123.38	2,123.38	2,123.38	2,001.10	2,081.82	2,001.10	2,098.28	2,098.28	2,098.28	2,098.28	2,313.47	25,017.09
5230-3b Employee Dental & Vision Insurance-Maint.	153.60	153.60	153.60	153.60	153.60	153.60	153.60	153.60	153.60	153.60	153.60	153.60	1,843.20
5230-3c Employee Life Insurance-Maint.	66.92	66.92	66.92	66.92	66.92	66.92	66.92	66.92	66.92	66.92	66.92	96.32	832.44

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	Oct 2025	Nov 2025	Dec 2025	Jan 2026	Feb 2026	Mar 2026	Apr 2026	May 2026	Jun 2026	Jul 2026	Aug 2026	Sep 2026	Total
Total for 5230-3 Maint	**2,076.86**	**2,343.90**	**2,343.90**	**2,343.90**	**2,221.62**	**2,415.98**	**2,221.62**	**2,318.80**	**2,318.80**	**2,318.80**	**2,318.80**	**2,563.39**	**$27,806.37**
5230-4 Employee Insurance Benefits-Judicial													
5230-4a Employee Medical Insurance-Judicial	940.00	920.00	920.00	920.00	920.00	920.00	920.00	1,439.36	1,439.36	1,439.36	1,439.36	2,413.41	14,630.85
5230-4b Employee Dental & Vision Insurance-Judicial	41.76	101.78	101.78	101.78	101.78	101.78	101.78	101.78	101.78	101.78	101.78	161.80	1,221.36
5230-4c Employee Life Insurance-Judicial	20.58	15.45	15.45	15.45	20.58	20.58	20.58	20.58	20.58	20.58	20.58	20.58	231.57
Total for 5230-4 Employee Insurance Benefits-Judicial	**1,002.34**	**1,037.23**	**1,037.23**	**1,037.23**	**1,042.36**	**1,042.36**	**1,042.36**	**1,561.72**	**1,561.72**	**1,561.72**	**1,561.72**	**2,595.79**	**$16,083.78**
5230-6 Park													
5230-6a Employee Medical Insurance-Park	630.26	709.23	709.23	709.23	640.71	1,026.15	640.71	833.43	833.43	833.43	833.43	761.88	9,161.12
5230-6b Employee Dental & Vision Insurance-Park	51.20	51.20	51.20	51.20	51.20	51.20	51.20	51.20	51.20	51.20	51.20	51.20	614.40
5230-6c Employee Life Insurance-Park	19.46	7.10	7.10	7.10	19.46	19.46	19.46	19.46	19.46	19.46	19.46	19.46	196.44
Total for 5230-6 Park	**700.92**	**767.53**	**767.53**	**767.53**	**711.37**	**1,096.81**	**711.37**	**904.09**	**904.09**	**904.09**	**904.09**	**832.54**	**$9,971.96**
5230-7 Code Enforcement													
5230-7a Employee Medical Insurance-Code Enforcement												124.20	124.20
Total for 5230-7 Code Enforcement												**124.20**	**$124.20**
5230-8 Employee Insurance Benefits-Building/Code													
5230-8a Employee Medical Insurance-Build/Code	1,490.56	770.88	1,490.56	1,490.56	1,490.56	1,439.36	1,490.56	51.20	719.68	719.68	719.68	804.47	12,677.75
5230-8b Employee Dental & Vision Insurance-Build/Code	51.20		51.20	51.20	51.20	51.20				-204.80			51.20
5230-8c Employee Life Insurance-Build/Code	15.45	19.46	38.25	38.25	34.24	34.24	34.24	3.34	18.79	18.79	18.79	23.55	297.39
Total for 5230-8 Employee Insurance Benefits-Building/Code	**1,557.21**	**790.34**	**1,580.01**	**1,580.01**	**1,576.00**	**1,524.80**	**1,524.80**	**54.54**	**738.47**	**533.67**	**738.47**	**828.02**	**$13,026.34**
Total for 5230 Employee Insurance Benefits (Medical, Dental, Vision and Life))	**16,348.35**	**15,292.91**	**16,082.58**	**16,082.58**	**14,810.31**	**15,992.51**	**14,759.11**	**13,730.83**	**14,407.66**	**14,151.66**	**14,356.46**	**14,523.91**	**$180,538.87**

	Oct 2025	Nov 2025	Dec 2025	Jan 2026	Feb 2026	Mar 2026	Apr 2026	May 2026	Jun 2026	Jul 2026	Aug 2026	Sep 2026	Total
5250 Workers Comp Insurance													
5250-1 Workers Comp Insurance-Admin.	210.00			210.00	210.00		210.00			210.00			1,050.00
5250-2 Workers Comp Insurance-Police	3,063.00			3,063.00	2,507.25		3,063.00			3,063.00			14,759.25
5250-3 Workers Comp Insurance-Maint.	1,560.75			1,560.75	1,560.75		1,560.75			1,560.75			7,803.75
5250-8 Workers Comp Insurance-Building/Code	152.00			152.00	152.00		152.00			152.00			760.00
Total for 5250 Workers Comp Insurance	**4,985.75**			**4,985.75**	**4,430.00**		**4,985.75**			**4,985.75**			**$24,373.00**
5264 Vehicle Loans													
5264 - 2 Vehicle Loan - Police													
5264-2a Vehicle Loan Interest - Police - Tahoes (3)	417.22	435.73	424.52	385.84	401.97	390.61	379.21	367.75	356.25	321.82	333.09	321.44	4,535.45
5264-2b Vehicle Loan Principal-Police Tahoes (3)	2,580.05	2,561.54	2,572.75	2,611.43	2,595.30	2,606.66	2,618.06	2,629.52	2,641.02	2,675.45	2,664.18	2,675.83	31,431.79
Total for 5264 - 2 Vehicle Loan - Police	**2,997.27**	**2,997.27**	**2,997.27**	**2,997.27**	**2,997.27**	**2,997.27**	**2,997.27**	**2,997.27**	**2,997.27**	**2,997.27**	**2,997.27**	**2,997.27**	**$35,967.24**
5264-8 Vehicle Loan - Building/Code													
5264-8a Vehicle Loan Interest-Building/Code	128.99	126.59	120.04	121.71	119.26	112.92	114.33	111.84	102.08	106.84	104.32	98.41	1,367.33
5264-8b Vehicle Loan Principal-Building/Code	527.47	529.87	536.42	534.75	537.20	543.54	542.13	544.62	554.38	549.62	552.14	558.05	6,510.19
Total for 5264-8 Vehicle Loan - Building/Code	**656.46**	**656.46**	**656.46**	**656.46**	**656.46**	**656.46**	**656.46**	**656.46**	**656.46**	**656.46**	**656.46**	**656.46**	**$7,877.52**
Total for 5264 Vehicle Loans	**3,653.73**	**3,653.73**	**3,653.73**	**3,653.73**	**3,653.73**	**3,653.73**	**3,653.73**	**3,653.73**	**3,653.73**	**3,653.73**	**3,653.73**	**3,653.73**	**$43,844.76**
5265 Janitorial/Cleaning					16.61								$16.61
5265-0 Janitorial/Cleaning-Multi Dept	1,000.00	1,800.00	1,800.00	1,200.00	1,552.87	1,400.00	1,200.00	2,030.00	1,071.24	1,200.00	1,400.00	2,600.00	18,254.11
5265-1 Janitorial/Cleaning-Admin					41.19	8.68	149.99	22.99	81.38			24.16	328.39
5265-6 Janitorial/Cleaning-Park							103.34	111.02	37.60				251.96
Total for 5265 Janitorial/Cleaning	**1,000.00**	**1,800.00**	**1,800.00**	**1,200.00**	**1,610.67**	**1,408.68**	**1,453.33**	**2,164.01**	**1,190.22**	**1,200.00**	**1,400.00**	**2,624.16**	**$18,851.07**
5290 Lease Equipment Expense													
5290-0 Lease Equipment Expense-Multi Dept	882.13	882.13	994.40	893.22	969.60	983.59	1,057.81		994.68	971.87	882.13	983.59	10,495.15
Total for 5290 Lease Equipment Expense	**882.13**	**882.13**	**994.40**	**893.22**	**969.60**	**983.59**	**1,057.81**		**994.68**	**971.87**	**882.13**	**983.59**	**$10,495.15**

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	Oct 2025	Nov 2025	Dec 2025	Jan 2026	Feb 2026	Mar 2026	Apr 2026	May 2026	Jun 2026	Jul 2026	Aug 2026	Sep 2026	Total
5300 Legal Fees (Professional)													
5300-1 Legal Fees-Admin	617.50	1,237.50	1,011.25	112.50	731.25	87.73	0.00	956.25	1,657.50	475.00	164.99	1,601.98	8,653.45
5300-10 Legal Fees-Council/Mayor	787.50	787.50	450.00	225.00	112.50	2,812.50	1,350.00	672.50	112.50	365.00		4,081.48	11,756.48
5300-4 Legal Fees-Judicial	683.75	1,528.45	2,259.70	2,598.98	2,092.73	2,430.23	2,487.73	2,262.73	2,972.57	3,050.23	600.00	963.75	23,930.85
Total for 5300 Legal Fees (Professional)	**2,088.75**	**3,553.45**	**3,720.95**	**2,936.48**	**2,936.48**	**5,330.46**	**3,837.73**	**3,891.48**	**4,742.57**	**3,890.23**	**764.99**	**6,647.21**	**$44,340.78**
5301 LEOSE													
5301-2 Police								300.00	920.00				1,220.00
Total for 5301 LEOSE								**300.00**	**920.00**				**$1,220.00**
5302 Marketing													
5302-1 Marketing-Admin				140.44									140.44
Total for 5302 Marketing				**140.44**									**$140.44**
5320 Maintenance Building												24.69	$24.69
5320-0 Maintenance Building-Multi Dept	728.55	175.00	161.18		175.00	42.08	380.28				272.90	39.41	1,974.40
5320-1 Maintenance Building-Admin	680.94	1,250.00		489.02	1,267.64	178.91		299.73					4,166.24
Total for 5320 Maintenance Building	**1,409.49**	**1,425.00**	**161.18**	**489.02**	**1,442.64**	**220.99**	**380.28**	**299.73**			**272.90**	**64.10**	**$6,165.33**
5330 Maintenance-Equipment													
5330-2 Maintenance-Equipment-Police								225.00			556.65		781.65
5330-3 Maintenance-Equipment-Maint	4.49	28.58		551.98	833.00	60.53	983.77	122.18	10.50	896.26		480.00	3,971.29
5330-6 Maintenance-Equipment-Parks	315.30	85.94				665.27	-1,200.00	1.47	184.34				52.32
Total for 5330 Maintenance-Equipment	**319.79**	**114.52**		**551.98**	**833.00**	**725.80**	**-216.23**	**348.65**	**194.84**	**896.26**	**556.65**	**480.00**	**$4,805.26**
5335-0 Maintenance - CITY PARK											568.80		568.80
5336-6 Park Grounds	-118.17	493.51	56.59		94.44	1,395.84	14,408.94	78.30	110.54	94.26	3,407.32	352.02	20,373.59
5340 Maintenance-Vehicle													
5340-2 Maintenance-Vehicle-Police	135.23	205.64	893.56	735.51	526.14	646.70	1,171.12	604.93	799.95	-2,550.34	26.50	5,513.45	8,708.39
5340-3 Maintenance-Vehicle-Maint		75.98		81.48		426.16		495.00		28.99			1,107.61
5340-7 Maintenance-Vehicle- Code Enforcement												9.50	9.50
5340-8 Maintenance-Vehicle-Building/Code		4.00							17.00		45.98		66.98
Total for 5340 Maintenance-Vehicle	**135.23**	**285.62**	**893.56**	**816.99**	**526.14**	**1,072.86**	**1,171.12**	**1,099.93**	**816.95**	**-2,521.35**	**72.48**	**5,522.95**	**$9,892.48**

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5350 Maintenance-Road Materials													
5350-3 Maintenance-Road Materials-				300.00		457.98			2,368.71	1,358.00	14,167.18	4,375.61	23,027.48
Total for 5350 Maintenance-Road Materials				**300.00**		**457.98**			**2,368.71**	**1,358.00**	**14,167.18**	**4,375.61**	**$23,027.48**
5355 Meals													
5355-1 Meals-Admin				200.00	55.13		231.58	45.25	24.90				556.86
Total for 5355 Meals				**200.00**	**55.13**		**231.58**	**45.25**	**24.90**				**$556.86**
5357-0 Employee Recognition/Events		519.61	785.72						423.51			437.65	2,166.49
5358-0 HR/Employee Procurement Expense			205.00			185.00					984.00		1,374.00
5365 Miscellaneous Expense													
5365-1 Admin												31.88	31.88
Total for 5365 Miscellaneous Expense												**31.88**	**$31.88**
5366 Neighborhood Infrastructure Reinvestment													
5366-8 Neighborhood Infrastructure Reinvestment-Building& Code						121.77							121.77
Total for 5366 Neighborhood Infrastructure Reinvestment						**121.77**							**$121.77**
5370 Office Supplies Expense													
5370-1 Office Supplies-Admin	357.40	133.25	67.37	17.22	247.36	514.72	746.67	50.39	148.41	205.46	126.23	1,231.84	3,846.32
5370-10 Office Supplies-Council/Mayor		103.73	20.99	19.67				19.09					163.48
5370-2 Office Supplies-Police	346.27	144.72	235.29	235.39	720.68	352.51	139.69	153.93	161.38	58.32	78.69		2,626.87
5370-3 Office Supplies-Maint.	116.39	72.38	30.20	56.60	26.85	35.19	121.18	31.56	66.45	90.26	4.50	552.83	1,204.39
5370-4 Office Supplies-Judicial	425.00	90.41			84.38		516.50					430.00	1,546.29
5370-6 Office Supplies-Park						227.99		27.62					255.61
5370-8 Office Supplies-Building/Code		29.47		241.00			53.99				29.98		354.44
Total for 5370 Office Supplies Expense	**1,245.06**	**573.96**	**353.85**	**569.88**	**1,079.27**	**1,130.41**	**1,578.03**	**282.59**	**376.24**	**354.04**	**239.40**	**2,214.67**	**$9,997.40**

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5371 Ancillary Supplies													
5371-0 Building Supplies	1,402.56	998.41	1,101.31	753.66	724.78	1,078.03	962.32	760.74	856.33	936.56	1,039.37	917.74	11,531.81
5372-6 Recreational Items - Park		7.76											7.76
5373-3 Signs, Posts, Hardware - Maint	589.47			108.64	341.17								1,039.28
5373-6 Signs, Posts, Hardware - Park					589.23								589.23
Total for 5371 Ancillary Supplies	**1,992.03**	**1,006.17**	**1,101.31**	**862.30**	**1,655.18**	**1,078.03**	**962.32**	**760.74**	**856.33**	**936.56**	**1,039.37**	**917.74**	**$13,168.08**
5380 Postage													
5380-1 Postage-Admin.	19.28			48.04	103.00		103.00	206.00	-1.90			200.00	677.42
5380-2 Postage-Police	4.12							14.00					18.12
5380-4 Postage-Judicial	123.60												123.60
5380-8 Postage - Build/Code	57.68		200.00	400.00	103.00		503.00					1,200.46	2,464.14
Total for 5380 Postage	**204.68**		**200.00**	**448.04**	**206.00**		**606.00**	**220.00**	**-1.90**			**1,400.46**	**$3,283.28**
5390 Records Management													
5390-1 Records Management-Admin	185.00	185.00	185.00	185.00	185.00	185.00	601.00	185.00	485.00	381.00		196.00	2,958.00
5390-2 Records Management-Police	60.00	120.00	-60.00		60.00	180.00	60.00						420.00
Total for 5390 Records Management	**245.00**	**305.00**	**125.00**	**185.00**	**245.00**	**365.00**	**661.00**	**185.00**	**485.00**	**381.00**		**196.00**	**$3,378.00**
5400 Printing													
5400-2 Printing - Police	273.14	271.09	270.86	270.33	271.52	285.31	273.72	271.83	286.97	287.01	295.94	287.47	3,345.19
Total for 5400 Printing	**273.14**	**271.09**	**270.86**	**270.33**	**271.52**	**285.31**	**273.72**	**271.83**	**286.97**	**287.01**	**295.94**	**287.47**	**$3,345.19**
5430 Salaries													
5430-1 Salaries-Admin	19,572.68	20,812.68	29,359.00	19,572.68	19,082.82	14,444.22	19,675.24	19,675.24	18,105.93	21,666.33	14,654.22	20,062.13	236,683.17
5430-10 Salaries-Council/Mayor	100.00	200.00	0.00	100.00	100.00	100.00	100.00	200.00	100.00	100.00	100.00	100.00	1,300.00
5430-2 Salaries-Police	39,003.88	41,986.76	64,182.96	40,062.54	40,003.35	38,648.76	38,905.41	41,056.72	35,165.14	52,393.79	37,379.79	34,575.72	503,364.82
5430-3 Salaries-Maint	10,995.23	14,667.23	16,492.85	10,995.24	10,991.38	10,995.22	11,043.23	11,369.62	10,995.22	16,492.85	10,995.22	10,995.23	147,028.52
5430-4 Salaries-Other-Judicial	3,494.22	3,954.22	5,241.33	3,494.22	3,494.22	3,494.22	3,494.22	3,494.22	3,494.22	5,241.33	3,494.22	3,494.22	45,884.86
5430-6 Salaries-Park	2,172.00	2,820.25	4,226.35	2,896.00	2,733.10	2,334.90	1,891.45	2,497.80	2,868.85	3,040.80	2,488.75	2,642.60	32,612.85
5430-8 Salaries-Building/Code-	5,008.57	7,376.30	11,174.41	7,393.98	7,858.86	7,537.02	7,382.06	4,530.43	4,554.24	6,449.92	3,934.40	3,934.40	77,134.59
Total for 5430 Salaries	**80,346.58**	**91,817.44**	**130,676.90**	**84,514.66**	**84,263.73**	**77,554.34**	**82,491.61**	**82,824.03**	**75,283.60**	**105,385.02**	**73,046.60**	**75,804.30**	**$1,044,008.81**

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5460 Telephone and Internet													
5460-0 Tel/Internet-Multi Dept.	1,079.84	944.60	1,121.50	1,262.19	1,275.18	1,284.76	1,296.99	1,309.02	1,314.31	1,327.17	1,327.17	1,342.71	14,885.44
5460-1 Tel/Internet-Admin.	213.50	213.56	215.56	215.56	199.54	239.45	239.45	239.45	239.41	239.41	239.41	249.49	2,743.79
5460-2 Tel/Internet-Police	453.46	518.10	453.54	455.87	472.20	392.35	392.35	392.35	392.32	392.32	392.32	392.38	5,099.56
5460-3 Tel/Internet-Maint.	84.79	84.83	84.83	84.83	84.83	84.83	84.83	84.83	84.81	84.81	84.81	84.85	1,017.88
5460-8 Tel/Internet-Building/Code	109.78	109.82	109.82	109.82	109.82	109.82	109.82	109.82	109.80	109.80	109.80	109.84	1,317.76
Total for 5460 Telephone and Internet	**1,941.37**	**1,870.91**	**1,985.25**	**2,128.27**	**2,141.57**	**2,111.21**	**2,123.44**	**2,135.47**	**2,140.65**	**2,153.51**	**2,153.51**	**2,179.27**	**$25,064.43**
5470 Travel Expense													
5470-1 Travel-Admin	511.23	429.83			390.45	333.50				112.16	235.75		2,012.92
5470-2 Travel-Police			181.45				624.26	193.43		294.56			1,293.70
5470-4a Travel-Judicial							409.89			120.44	13.18		543.51
5470-8 Travel-Building/Code	580.81	48.93	7.44	45.46									682.64
Total for 5470 Travel Expense	**1,092.04**	**478.76**	**188.89**	**45.46**	**390.45**	**333.50**	**1,034.15**	**193.43**		**527.16**	**248.93**		**$4,532.77**
5480 Training/Education Expense													
5480-1 Training/Education Expense-Admin.	1,072.50	375.00		85.00		85.00	370.00	245.00	373.72		400.00	450.00	3,456.22
5480-10 Training/Education Expense-Council/Mayor	22.50							45.00					67.50
5480-2 Training/Education Expense-Police							395.00		902.71				1,297.71
5480-4 Training/Education Expense-Judicial								100.00				750.00	850.00
5480-8 Training/Education Expense-Building/Code	1,090.00			300.00	680.00		720.00		25.90				2,815.90
Total for 5480 Training/Education Expense	**2,185.00**	**375.00**		**385.00**	**680.00**	**85.00**	**1,485.00**	**390.00**	**1,302.33**		**400.00**	**1,200.00**	**$8,487.33**
5490 Uniforms													
5490-2 Uniforms-Police					3,287.46		762.33	322.50		40.00		626.39	5,038.68
5490-3 Uniforms-Maint	237.50	190.00	237.50	190.00	185.98	190.00	224.56	142.50	243.62	241.07	187.96	549.95	2,820.64
5490-4 Uniforms-Judicial												200.00	200.00
5490-6 Uniforms-Park	42.60	34.08	42.60	69.56	34.08	34.08	55.54	25.56	43.64	27.84	3.00	3.75	416.33
5490-8 Uniforms-Building/Code	312.89	363.32			144.90								821.11
5490-9 Uniforms-Animal Control	99.15	79.32	99.15	79.32	79.32	124.31	99.15	59.49	101.55	98.65	174.70	93.40	1,187.51
Total for 5490 Uniforms	**692.14**	**666.72**	**379.25**	**338.88**	**3,731.74**	**348.39**	**1,141.58**	**550.05**	**388.81**	**407.56**	**365.66**	**1,473.49**	**$10,484.27**

CITY OF TOOL

Profit and Loss

October, 2025-September, 2026

	Oct 2025	Nov 2025	Dec 2025	Jan 2026	Feb 2026	Mar 2026	Apr 2026	May 2026	Jun 2026	Jul 2026	Aug 2026	Sep 2026	Total
5500 Utilities/Electricity													
5500-0 Utilities/Electricity-Multi Dept	1,388.24	1,426.15	1,019.53	783.89	1,147.53	1,838.23	945.53	1,010.73	1,088.09	1,474.77	1,728.13	3,722.79	17,573.61
5500-3 Utilities/Electricity-Multi Dept-Maint	55.58	129.38	169.55	101.49	105.55	102.36	100.79	117.97	118.83	118.05	59.71	407.13	1,586.39
5500-6 Utilities/Electricity-Park	541.00	245.00	161.00	165.00	211.00	226.00	120.00	234.94	173.00	233.00	265.00	559.00	3,133.94
Total for 5500 Utilities/Electricity	**1,984.82**	**1,800.53**	**1,350.08**	**1,050.38**	**1,464.08**	**2,166.59**	**1,166.32**	**1,363.64**	**1,379.92**	**1,825.82**	**2,052.84**	**4,688.92**	**$22,293.94**
5510 Utilities/Water													
5510-0 Utilities/Water-Multi Dept	477.31	470.49	629.00	356.08	445.81	423.45	534.47		954.83	466.99	605.53	641.77	6,005.73
5510-3 Utilities/Water-Maint	44.58	35.05	39.10	34.10	34.10	34.57	34.10		68.20	34.10	34.57	35.05	427.52
5510-6 Utilities/Water-Park	3,738.98	1,000.83	350.93	689.23	509.58	550.72	568.13		2,150.17	3,070.85	3,970.20	3,505.21	20,104.83
Total for 5510 Utilities/Water	**4,260.87**	**1,506.37**	**1,019.03**	**1,079.41**	**989.49**	**1,008.74**	**1,136.70**		**3,173.20**	**3,571.94**	**4,610.30**	**4,182.03**	**$26,538.08**
5540-0 Website-Multi Dept.	300.00	300.00	300.00	300.00	300.00	300.00	300.00	300.00	300.00	300.00	300.00	300.00	$3,600.00
5540-1 Website-Multi Dept.-Admin			550.00		72.15		48.75		48.75		419.30	300.00	1,438.95
Total for 5540-0 Website-Multi Dept.	**300.00**	**300.00**	**850.00**	**300.00**	**372.15**	**300.00**	**348.75**	**300.00**	**348.75**	**300.00**	**719.30**	**600.00**	**$5,038.95**
Total for 5000 Expenditures	**382,943.40**	**192,584.74**	**284,339.47**	**197,285.83**	**607,684.93**	**180,719.99**	**204,360.28**	**225,225.47**	**222,985.49**	**247,596.09**	**254,252.71**	**232,428.57**	**$3,232,406.97**
6000 Payroll Expenses													
Company Contributions													
Retirement							0.00	0.00					0.00
Total for Company Contributions							**0.00**	**0.00**					**$0.00**
Taxes							0.00	-0.02					-0.02
xxxxx6500 Payroll Taxes Total			0.00		0.00	0.00			0.00			0.00	$0.00
6500-1 Payroll Taxes - Admin	1,511.42	1,620.42	2,288.33	1,665.14	1,689.96	1,475.78	1,393.11	1,605.04	1,413.33	1,699.86	1,154.54	1,703.43	19,220.36
6500-2 Payroll Taxes- Police	3,002.60	3,218.31	4,944.66	3,360.93	3,308.59	3,965.79	3,003.62	3,140.84	2,690.15	4,008.11	2,899.15	2,727.76	40,270.51
6500-3 Payroll Taxes- Maint	841.15	1,122.04	1,261.70	918.09	913.95	1,204.06	844.83	869.77	841.12	1,261.72	841.12	841.14	11,760.69
6500-4 Payroll Taxes- Judicial	267.31	302.50	400.96	291.77	291.76	389.39	267.31	267.31	267.31	400.96	267.30	267.32	3,681.20
6500-6 Payroll Taxes-Park-6	166.15	215.75	323.32	241.81	228.21	290.55	164.37	191.08	219.47	232.62	190.39	202.16	2,665.88
6500-8 Payroll Taxes- Building/Code	397.86	591.74	875.69	617.41	656.20	811.82	564.72	346.58	348.40	493.42	300.98	300.98	6,305.80
Total for xxxxx6500 Payroll Taxes Total	**6,186.49**	**7,070.76**	**10,094.66**	**7,095.15**	**7,088.67**	**8,137.39**	**6,237.96**	**6,420.62**	**5,779.78**	**8,096.69**	**5,653.48**	**6,042.79**	**$83,904.44**
Total for 6000 Payroll Expenses	**6,186.49**	**7,070.76**	**10,094.66**	**7,095.15**	**7,088.67**	**8,137.39**	**6,237.96**	**6,420.60**	**5,779.78**	**8,096.69**	**5,653.48**	**6,042.79**	**$83,904.42**
6600-0 QuickBooks Payments Fees	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00			0.00	0.00

CITY OF TOOL

Profit and Loss

October, 2025-September, 2026

	Oct 2025	Nov 2025	Dec 2025	Jan 2026	Feb 2026	Mar 2026	Apr 2026	May 2026	Jun 2026	Jul 2026	Aug 2026	Sep 2026	Total
9999 NEEDS ACCOUNT ASSIGNED						0.00							0.00
C-9990 Cap Impr Fund Transfer to Gen Fund	0.00	0.00	0.00										0.00
CH-9990 City Hall Construction Fund Transfer to Gen Fund	0.00			0.00									0.00
E-9990 Emer Fund Transfer To Gen Fund	0.00	0.00	0.00										0.00
P-9990 Parks Development Fund to General Fund		0.00											0.00
Total Expenses	**389,129.89**	**199,655.50**	**294,434.13**	**204,380.98**	**614,773.60**	**188,857.38**	**210,598.24**	**231,646.07**	**228,765.27**	**255,692.78**	**259,906.19**	**238,471.36**	**$3,316,311.39**
Net Operating Income	**-235,302.59**	**-9,126.75**	**559,603.38**	**482,733.80**	**-72,809.13**	**-54,247.39**	**-76,485.06**	**-136,600.14**	**-149,813.53**	**-147,568.97**	**-180,104.90**	**-164,458.82**	**-$184,180.10**
Other Income													
4800 Interest Earned													
4800-a Interest Income-Ad Valorem	115.68	43.55	182.96	1,720.67	2,306.61	2,239.35	1,930.01	1,768.75	1,612.16	1,566.99	1,190.01	948.55	15,625.29
4800-b Interest Income-Capitol Improvement	2,129.34	1,428.14	1,474.48	1,605.60	1,962.36	2,108.39	2,114.71	2,184.73	2,118.80	2,339.68	2,063.85	570.20	22,100.28
4800-c Interest Income-Emergency Fund	1,414.29	1,061.35	1,065.39	1,251.57	1,098.61	1,180.38	1,183.91	1,223.12	1,186.20	1,309.85	1,155.45	1,234.50	14,364.62
4800-d Interest Income-General Fund	0.43	0.37	0.49	0.43	1.22	1.45	2.29	5.97	1.80	1.25	0.76	0.67	17.13
4800-e Interest Income-Hotel-Motel Tax	302.02	262.74	282.05	297.82	274.45	296.52	297.40	321.31	304.62	345.50	326.98	93.35	3,404.76
4800-f Interest Income-Municipal Fund	105.80	61.72	182.85	65.34	105.32	203.76	310.01	208.46	117.48	105.25	85.26	125.21	1,676.46
4800-g Interest Income-Municipal Security	0.29	0.25	0.28	0.27	0.23	0.25	0.25	0.34	0.27	0.30			2.73
4800-h Interest Income-Public Funds MM 9	46.65	25.57	20.15	650.67	601.30	695.16	647.99	572.66	695.46	767.13	197.55	132.29	5,052.58
4800-i Interest Income-Public Funds MM 10	849.57	698.59	753.66	747.34	647.10	646.06	694.75	714.12	390.04	343.34	682.34	192.58	7,359.49
4800-j Interest Income-TexStar	3.29	3.02	3.06	3.00	2.69	2.88	2.79	2.84	2.80	2.97	3.05	2.99	35.38
4800-k Interest Income-Municipal Tech	0.02	0.02	0.03	0.01	0.02	0.04	0.03	0.02	0.04	0.04			0.27
4800-l Interest Earned - Park Construction Acct	154.64	122.61	129.61	130.81	114.82	123.37	122.06	87.02	82.44	91.02	79.73	170.34	1,408.47
4800-m Interest Income-Combined Security & Tech Fund				0.05	0.06	0.07	0.06		0.07		0.44	31.97	32.72
Total for 4800 Interest Earned	**5,122.02**	**3,707.93**	**4,095.01**	**6,473.58**	**7,114.79**	**7,497.68**	**7,306.26**	**7,089.34**	**6,512.18**	**6,873.32**	**5,785.42**	**3,502.65**	**$71,080.18**
Total Other Income	**5,122.02**	**3,707.93**	**4,095.01**	**6,473.58**	**7,114.79**	**7,497.68**	**7,306.26**	**7,089.34**	**6,512.18**	**6,873.32**	**5,785.42**	**3,502.65**	**$71,080.18**

CITY OF TOOL

Profit and Loss

October, 2025-September, 2026

	Oct 2025	Nov 2025	Dec 2025	Jan 2026	Feb 2026	Mar 2026	Apr 2026	May 2026	Jun 2026	Jul 2026	Aug 2026	Sep 2026	Total
Other Expenses													
LTN-9990 Transfer from Limited Tax Note				0.00									0.00
Total Other Expenses	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**$0.00**
Net Other Income	**5,122.02**	**3,707.93**	**4,095.01**	**6,473.58**	**7,114.79**	**7,497.68**	**7,306.26**	**7,089.34**	**6,512.18**	**6,873.32**	**5,785.42**	**3,502.65**	**$71,080.18**
Net Income	**-230,180.57**	**-5,418.82**	**563,698.39**	**489,207.38**	**-65,694.34**	**-46,749.71**	**-69,178.80**	**-129,510.80**	**-143,301.35**	**-140,695.65**	**-174,319.48**	**-160,956.17**	**-$113,099.92**

Tool Municipal Court

OCT Monthly Report

Money Collected:	Cash:		$4,246.53	
	Check:		$228.00	
	Money Order:		$825.00	
	Online Payments:		$15,086.86	
	Total:	**$**	**20,386.39**	
	Money Collected	$	20,386.39	
	Remitted to State	$	6,803.40	
	OMNI	$	101.70	•TLFT2
	Security Fund	$	359.16	•LBSF
	Technology Fund	$	293.25	•LCTF
	Collection Fees	$	1,784.02	•PC30
	Jury Fund	$	7.32	•LMJF
	Truancy Fund	$	366.57	•LTPF
	Money Kept by City	$	10,670.97	
Number of Citations :			37	
Number of Trials:			9	
Number of Hearing:			264	
Warrants:	Entered:		0	
	Cleared:		66	
Close Case:	CLOSED:		185	
	Community Service:		5	
	Time Served:		61	

TOOL POLICE DEPARTMENT

MONTHLY ACTIVITY REPORT

October 2026 | Presented to the Mayor and City Council

Prepared by Chief Robert Walker

Calls for Service and Extra Patrol

Total Calls for Service and Extra Patrol: 458

During October 2026, the Tool Police Department recorded a total of 458 calls for service and extra patrol activities. Officers continued to maintain a proactive presence throughout the City of Tool, responding to calls for service, conducting neighborhood patrols, and providing law enforcement services to our community.

Traffic Enforcement Activity

Category	Total
Traffic Violations	101
Citations	43
Warnings	58

Traffic enforcement remains an important part of the department's commitment to roadway safety. Officers continue to use both citations and warnings to encourage compliance with traffic laws and promote safer driving throughout the city.

Criminal Investigations and Incidents

Incident Type	Number Reported
Fraud	1
Theft	1
Death Investigation	1
Disturbance	1
Motor Vehicle Crash	1
Criminal Trespass	3
Total	8

During the reporting period, officers handled a variety of criminal investigations and other incidents, including fraud, theft, criminal trespass, a death investigation, a disturbance, and a motor vehicle crash. Each incident was addressed in accordance with department procedures and applicable state laws.

Department Summary

The Tool Police Department continues to focus on providing professional, proactive, and responsive law enforcement services to the citizens of Tool. During October, officers maintained a visible presence throughout the community while addressing criminal activity, enforcing traffic laws, and responding to calls for service.

The department remains committed to strengthening community relationships, maintaining accountability, and ensuring that our officers perform their duties with professionalism, integrity, and respect.

As Chief of Police, my continued priority is to provide the City of Tool with a department that operates efficiently, uses its resources responsibly, and places the safety and well-being of our citizens first.

The department will continue working toward improving public safety, maintaining high professional standards, and providing dependable law enforcement coverage for our community.

Respectfully submitted,

Robert Walker
Chief of Police
Tool Police Department

State of Texas
Henderson Co.

City of Tool
City Council

October 2026 - Maintenance Report

Week Of	Road Repairs	Culverts & Ditches	Trees	City Property Maint.	Citizen Work Orders	Misc.	Park	Material Expense
Oct 1st		1		2		6	2	
Oct. 5th	3			2		4	5	$ 275.00
Oct. 12th	3		1	2		3	4	$ 275.00
Oct. 19th		1		4		3	5	
Oct. 26th				4	2	4	5	$ 300.00
TOTALS	**6**	**2**	**1**	**14**	**2**	**20**	**21**	**$850**

CITY OF TOOL EST. 1969
701 N. Tool Dr. Office: 903.432.3522 www.tooltexas.org
Tool, TX 75143 Fax: 903.432.3867 fmartin@tooltexas.org

City Of Tool Maint Report for the week of: 10/01/2026 - 10/02/2026

Day	Location	Action	Equipment	Material	Cost	Brad	Jeff	Troy	Notes
Monday									
Tuesday									
Wednesday									
Thursday	Maint Office	Reports/Emails/Sched	Phone Calls			0.5	0.5	0.5	Rain @ Noon
	Park	Park Maint				7.5			
	Trico Steel	Metal for Work Bench	Trk.				1.5	1.5	
	Lowe's	Supplies	Trk.				1	1	
	New Maint Barn	Bld. Maint					3	3	
	All City Culverts	Check & Clear	Trk.				1	1	
	P.D.	Roof Leaking					1	1	Leaking @ Peak of Add on of City Hall
Friday	Maint Office	Reports/Emails/Sched	Phone Calls			0.5	0.5	0.5	light rain
	Park	Park Maint				4			
	Lowe's	Stuff for Sealing Roof	Trk.				0.5	0.5	
	P.D.	Seal Roof	Hand Tools				2	2	
	New Maint Barn	Cut&Weld Metal / Benches	Saw/Welder/Grinder				4.5	4.5	
	Maint Office/ New Maint. Barn	Started Packing&Moving				3.5			
	O'Riely's	Wiper Blades	Trk.				0.5	0.5	
				Total	$ -	16	16	16	

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City Of Tool Maint Report for the week of: 10/05/2026 - 10/09/26

Day	Location	Action	Equipment	Material	Cost	Brad	Jeff	Troy	Notes
Monday	Maint Office	Reports/Emails/Sched	Time Sheets/Phone Calls			1	1		Troy off 8hrs.
	Park	Park Maint				6.5			
	Trico Steal	Metal for Bench	Trk.				1		
	New Maint Barn	Building Bench	Saw/Welder/Grinder				6		
	819 Heatherwoods dr.	Very Large Branch	Trk./Saw						W/O
Tuesday	Maint Office	Reports/Emails/Sched.	Phone Calls				0.5	0.5	Brad in @ 9:30
	Park	Park Maint				5.5			
	New Maint. Barn	Benches/Clean Up	Saw/Welder/Grinder				7.5	7.5	
Wednesday	Maint Office	Reports/Emails/Sched	Phone Calls			0.5		0.5	Jeff Vac. 8hrs.
	Park	Park Maint				7.5			
	Maint Barn	Ck.Equip./Grind Material	Backhoe/Grinder					1	
	Arnold Hills Rd.	Add Asphalt to Overlay	Trk./Hand Tools	Cold Mix	$ 75.00			1	
	Hills Ln.	Patch	Trk./Hand Tools	Cold Mix	$ 150.00			5	
	224 Oak Trl.	W/O Meet with Resident	Trk.					0.5	
Thursday	Maint Office	Reports/Emails/Sched	Phone Calls			0.5		0.5	Jef Vac. 8hrs.
	Park	Park Maint				7.5			
	201 Rim of the World	Measure for Quote	Trk.					1	
	Maint Barn / Valero	Ck.Equip. / Fuel	Backhoe / Trk.					1	
	Hwy 85 Tractor Repair	Take Backhoe to Shop	Backhoe / Trk.					1.5	Front Bucket Cyclinders Leaking Badly
	Churc Rd.	Patch	Trk./Hand Tools	Cold Mix	$ 50.00			1	
	New Maint Barn	Bld. Maint						3	
Friday	Maint Office	Reports/Emails/Sched	Phone Calls			0.5			Jeff Vac. 8hrs.
	Park	Park Maint				7.5			Troy off 8hrs.
			Total		$ 275.00	37	16	24	

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City Of Tool Maint Report for the week of: 10/12/26 - 10/16/26

Day	Location	Action	Equipment	Material	Cost	Brad	Jeff	Troy	Notes
Monday	Holiday								
	Closed								
Tuesday	Maint Office	Reports/Emails/Sched	Phone Calls			0.5	0.5	0.5	
	Park	Park Maint				7.5			
	Hwy. 85 Tractor Repair	Pick up Tractor	Trk.				1	1	
	New Maint Barn	Bld.Shelves/Clean up/Wood	Trk. /Hand Tools				6.5	6.5	
Wednesday	Maint Office	Reports/Emails/Sched.	Phone Calls			0.5	0.5	0.5	
	Park	Park Maint				7.5			
	Maint Barn	Ck.&Clean Equip.	Kubota/Mahrinda/Scag/J.D.				1	1	
	City Hall & Lots/ParkPastures	Mow	Kubota/Mahrinda/Scag/J.D.				4	6.5	Both Ends of Park Property
	City Lot	Trim Trees	Saw				2.5		
Thursday	Maint Office/CircleS/D.G.	Reports/Emails/Sched	Phone Calls/Ice/Water			0.5	1	1	
	Park	Park Maint				7.5			
	Maint Barn	Ck.Equip./Grind Material	Backhoe/Grinder				1	1	
	Luzon	Overlay/Tie in Intersection	Trk. Hand Tools	Cold Mix	$ 200.00		4	4	
	Arnold Hills Rd.	Touch up Asphalt	Trk./Hand Tools	Cold Mix	$ 50.00		1.5	1.5	
	Woodcanyon	Check for Hole in Street	Trk.				0.5		
	Lakeway Blvd	2 Dogs @ Large	A/C Trk.					0.5	A/C Call - - UTL
Friday	Maint Office	Repotrs/Emails/Sched	Phone Calls				0.5	0.5	Very Strong Winds
	Park	Park Maint				6	0.5		Replaced GFI Plug
	All Subdivisions	Ck.DownTrees&Limbs	Trk./Saw				5	5	RO / WWB / Don's Port Area / PB /
	New Maint Bld.	Clean up old Concrete	Rake & Shovel / Backhoe				0.5	0.5	
	Austin Isle	Large Sink Hole edge of ROW	Trk./Hand Tools	Base Rock	$ 25.00		1.5	1.5	
	300 Makemo	2 Dogs @ Large	A/C Trk.					0.5	A/C Call -- Dogs jumped back over fence (No one home)
				Total	$ 275.00	30	32	32	

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City Of Tool Maint Report for the week of: 10/19/26 - 10/23/26

Day	Location	Action	Equipment	Material	Cost	Brad	Jeff	Troy	Notes
Monday	Maint Office	Reports/Emails/Sched	Time Sheets/Phone Calls			1	1	1	Brad @ 11:30
	Park	Park Maint				3.5			
	Maint Barn / Valero	Ck.Equip./ Fuel	Trk./Trl./Excavator				1	1	
	Somoa	Ditched	Trk./Trl./Excavator				6	6	
Tuesday	Maint Office	Reports/Emails/Sched	Phone Calls				0.5	0.5	Brad off 8hrs.
	Park	Park Maint					1.5	1.5	
	Maint Barn	Repair & Clean Equip.	Air Comp./Excavator/Scag				2.5	2	
	New Maint Barn	Clean for Ribbon Cutting					3	3	
	Plantation Dr	Check for Repairs	Trk.				0.5	0.5	WCCMUD repaired water leak
	O'Reilly	Parts						0.5	
Wednesday	Maint Office	Reports/Emails/Sched	Phone Calls				0.5	0.5	Brad off 8hrs.
	Park	Park Maint					1.5	1.5	
	OWCC / New Maint Barn	Table&Chairs	Trk.				1	1	
	New Maint. Barn	Ribbon Cutting					2	2	
	New & Old Office	Moving					3	3	
Thursday	Old & New Office	Reports/Emails/Sched	Phone Calls				0.5	0.5	Brad in Late
	Park	Park Maint				6.5			
	New&Old Office	Moving					7.5	7.5	
Friday	Old & New Office	Reports/Emails/Sched	Phone Calls				0.5	0.5	Brad Late
	Park	Park Maint				7			
	Lowe's	Supplies	Trk.				0.5		
	Old & New Office	Moving/Wiring Air Comp.					5	5.5	
	Old Maint Barn	Washing Equip					1	1	
	Old Maint Barn	T:S Kobuta Not Running					1	1	
				Total	$ -	18	40	40	

CITY OF TOOL EST. 1969
701 N. Tool Dr. Office: 903.432.3522 www.tooltexas.org
Tool, TX 75143 Fax: 903.432.3867 fmartin@tooltexas.org

City Of Tool Maint Report for the week of: 10/26/26 - 10/30/26

Day	Location	Action	Equipment	Material	Cost	Brad	Jeff	Troy	Notes
Monday	Maint Office	Reports/Emails/Sched.	Phone Calls/Computers Pro.			0.5	0.5	0.5	
	Park	Park Maint				7.5			
	Maint Barn	Pressure Wash & Repair Equip	Tractors/Mowers/Ect.				7.5	7.5	
Tuesday	Maint Office	Reports/Emails/Sched	Phone Calls			0.5	0.5	0.5	Troy off @ Noon
	Park	Park Maint				7.5	1.5		
	Lowe's	Supplies	Trk.				1.5	1.5	
	OWCC	Bld. Maint.	Hand Tools				1.5	1.5	
	Maint Office	Repair Equip./ Cyclinder					3	1.5	
	United Ag & Turff	Pick up Cyclinder	Trk.						
Wednesday	Maint Office	Reports/Emails/Sched	Phone Calls			0.5	0.5	0.5	
	Park	Park Maint				7.5			
	Trico Steal & Lowe's	Grate &Supplies	Trk.				3.5		
	Old Maint Office	Clean out Office					1	4.5	
	Maint Shop & 100 Kings Way	Weld Grate & Install	Trk./Welder/Hand Tools	Grate	$ 300.00		2	2	
	Maint Shop&Office	Remove Temp.Pole& W.S.	Loader				1	1	
Thursday	Maint Office	Reports/Emails/Sched	Phone Calls			0.5	0.5	0.5	
	Park	Park Maint				2.5			
	Park	Halloween /Help Décor.				5	5	5	Per Julius
	Old Maint. Office	Clean out Office					2.5	2.5	
Friday	Maint Office	Reports/Emails/Sched	Phone Calls				0.5	0.5	Brad Late
	Park	Park Maint				6.5			
	Old IndianTrl.@Oakwood	Over grouth @Intersection	Trk./ Weedeaters				1.5	1.5	W/O
	Oakwood@Lovers Ln.	Over grouth @Intersection	Trk./ Weedeaters				1.5	1.5	W/O
	Old Maint Barn	Service&Repair Equip.					4.5	4.5	
				Total	$ 300.00	38.5	40	37	

October 2026 Building Report

Template name	Permit Number	Project Address	Permit Issued Date	Project Fees Paid	Project Fees Charged	Estimated Cost of Project (Valuation $)
Fence Permit (Residential)	26-000214	1933 Island Circle	10/02/2026	$ 75.00	$ 75.00	
New Building Permit (Residential)	26-000187	520 Kalura Way	10/06/2026	$ 1,785.15	$ 1,785.15	$ 200,000.00
Concrete Flatwork Permit (Residential)	26-000212	0 Hillcrest Dr	10/07/2026	$ 100.00	$ 100.00	
Garage Sale Permit (Residential)	26-000216	801 N Tool Dr	10/08/2026	$ 5.00	$ 5.00	
Construction Permit Extension (Residential)	26-000215	2582 Groves	10/09/2026	$ 100.00	$ 100.00	
Accessory Building/Storage Building, (Residential)	26-000103	1400 N Kanakoa Dr	10/13/2026	$ 100.00	$ 150.99	$ 6,000.00
Electrical Permit (Residential)	26-000213	104 Moonglow Cir	10/14/2026	$ 400.00	$ 400.00	$ 1,800.00
Plumbing Permit (Residential)	26-000221	1516 Maple Dr	10/14/2026	$ 200.00	$ 200.00	$ 6,500.00
Roofing Permit (Residential)	26-000220	920 Angies Crossing	10/14/2026	$ 200.00	$ 200.00	$ 12,600.00
General Construction, (Decks, Patios, Patios Covers, Etc..) (Residential)	26-000222	1200 Bora Bora St	10/15/2026	$ 200.00	$ 200.00	
New Building Permit (Residential)	26-000180	1513 Kanakoa Dr	10/15/2026	$ 1,250.00	$ 1,250.00	$ 100,000.00
Accessory Building/Storage Building, (Residential)	26-000217	1816 Austin Aisle	10/21/2026	$ 199.99	$ 199.99	$ 9,500.00
Mailbox Assembly Permit	26-000228	201 Waikiki Trl	10/21/2026	$ -	$ -	
Roofing Permit (Residential)	26-000226	513 Winding Shore Dr	10/21/2026	$ 200.00	$ 200.00	$ 11,356.00
Electrical Permit (Residential)	26-000225		10/22/2026	$ 200.00	$ 200.00	$ 1,550.00
Mailbox Assembly Permit	26-000231	704 Kalura Way	10/27/2026	$ -	$ -	
Construction Permit Extension (Commercial)	26-000233	1007 S Tool Dr	10/28/2026	$ 100.00	$ 100.00	
Electrical Permit (Residential)	26-000235	1816 Austin Aisle	10/29/2026	$ 200.00	$ 200.00	$ 3,000.00
Plumbing Permit (Residential)	26-000230	1013 Guam Ave	10/29/2026	$ 200.00	$ 200.00	$ 25,000.00
Fence Permit (Residential)	26-000238	1816 Austin Aisle	10/30/2026	$ 75.00	$ 75.00	

TOOL POLICE DEPARTMENT

CODE ENFORCEMENT DIVISION

MONTHLY ACTIVITY REPORT

Reporting Month: October 19, 2026 – November 09,2026
Reporting Year: 2026

Reporting Officer: S. Hatcher 1605
Date Submitted: November 10, 2026

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1. CODE ENFORCEMENT ACTIVITIES

Violation Category	*Number*
High Grass / Weeds	*22*
Junk Vehicles	*3*
Property Abatements started at 408 Early and 409 Early	*2*
Illegal Dumping on Property	*4*
Filth Prohibited	*2*
Total Violations Addressed	*33*

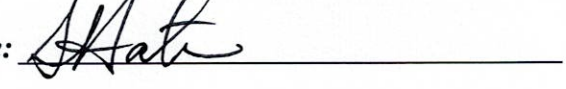
2. MONTHLY SUMMARY

During this reporting period, the Code Enforcement Division continued efforts to identify and address violations of City of Tool ordinances. Activities focused on maintaining property standards, promoting public health and safety, reducing neighborhood nuisances, and improving the overall appearance of the community.

The division will continue monitoring reported and identified violations, conducting property inspections, and working toward voluntary compliance and corrective action when necessary

3. REPORT APPROVAL

Reporting Officer: S. Hatcher

Signature: 

Date: 11-10-2026

CITY OF TOOL EST. 1969

701 N. Tool Dr.
Tool, TX 75143

Office: 903.432.3522
Fax: 903.432.3867

www.tooltexas.org
fmartin@tooltexas.org

October 2026 Animal Control Report

CALLS FOR SERVICE	2
UNABLE TO LOCATE	2
OWNER RECOVERED	
HUMANE SOCIETY	
TRAPS SET	
ANIMALS TRAPPED	
Welfare Check	
Warning	

City of Tool
City Council

City Council Agenda Request

Meeting Date Requested: November 19th, 2026

Requested By: Julius Kizzee, City Administrator

Department: Building

Agenda Item No. **9**

Is this a Budgeted Item? ☐ Yes ■ No

○ Contract/Agreement ○ General Discussion ○ Ordinance ○ Report ○ Resolution

Attachments: RFP Submissions for RFP 2026-02; Bid Tabulation for RFP 2026-02; Bids received from BKR Concrete Solutions; Magers Excavation and Cor Lesu, LLC

Summary of Agenda Item to be considered:

Staff has continued the council's initiatives of bringing forth drainage work improvements in Paradise Bay. After meeting and inviting Hayes Engineering in August, a Request for Proposals (RFP) was put out to the public and submissions were received back. Three complete bids (3B Concrete submitted an incomplete bid) were received from:

Name of Company	Amount of Bid
Magers Excavation, LLC	$96,656.26
Cor Lesu, LLC	$150,000.00
BKR Concrete Solutions, LLC.	$99,100.00

The allocation of these funds will come from the Capital Improvement Fund, which has a balance as of this agenda preparation of $718,839.56. Staff is recommending to use BKR Concrete Solutions, LLC. for the work.

Agenda Item, as listed on the agenda:

Review, Discuss and Take Action on awarding a bid for RFP 2026-02, Paradise Bay Subdivision Drainage Phase 2B

Recommended Motion to Consider:

"I make a motion to award the bid for RFP 2026-02, Paradise Bay Subdivision Drainage Phase 2B, for a bid amount of $_____."

The deadline for agenda requests is by the end of the day on the first day of the month, prior to the scheduled Council Meeting. If you have any additional information you would like for Council to view, please attach it to this form. Please send this form to Kimberley Price, City Secretary when finished.

Signature of Sponsoring Officer

Julius Kizzee

Printed name of Sponsoring Officer

BID TABULATION / COMPARISON

Date: 11-10-2024 **P.O. Number:** —

Synopsis of Purchase/Project:

RFP 2026-02 Paradise Bay Drainage Phase 2B

Department:

Administration		**Building/Code Enforcement**		**Court**	
Maintenance		**Park**		**Police**	

Procurement Methods used (select from the table below):

Bid under $10K Choice of Contractor		Bid $25K - $100K Multiple Requests for Bid		✓ Bid over $100K Solicit Bids per Chapter 252 of the TX Govt Code		✓ Buy Board / TIPS	

Bids Received (attach bids and other documents provided in order listed below):

Bid Date	Vendor	Amount of Bid	Projected Start Date and / or Lead Time	Projected Completion Date and / or Duration
10/5	3B Concrete, LLC.	$111,098.60	—	—
11/9	Mayers Excavation, LLC.	$96,656.26	—	30 days
11/9	Cor Lesh, LLC.	~~$150,000.00~~	83 days / Feb. 7th	60 days
11/9	BKH Concrete Solutions, LLC.	~~$99,100.00~~	55 days / Jan. 4th	14 days

Request for Proposals

Bidder Rating Sheet

Recipient City of Tool

Name of Respondent BKR Concrete Solutions Date of Rating 11/10/26

Evaluator's Name Frank Martin

Bidders will be judged on the basis of:

Evaluation of Factors		
		Percentage Allocation
Price of Bid	28%	**-/30%**
General Contractor's Experience	20%	**-/20%**
Relevant Experience to the Project	15%	**-/15%**
Project Timeline	15%	**-/15%**
Reputation of Business	10%	**-/10%**
Past Relationship, if any, with the City of Tool	10%	**-/10%**
Total:	98%	**100%**

*Bidders will be based on the basis on the categories listed in the table above. Incomplete bids will not be considered for the award of a construction contract. *

Request for Proposals

Bidder Rating Sheet

Recipient City of Tool

Name of Respondent Magens Excavation Date of Rating 11/10/26

Evaluator's Name Frank Martin

Bidders will be judged on the basis of:

Evaluation of Factors		
		Percentage Allocation
Price of Bid	30%	**-/30%**
General Contractor's Experience	15%	**-/20%**
Relevant Experience to the Project	10%	**-/15%**
Project Timeline	5%	**-/15%**
Reputation of Business	5%	**-/10%**
Past Relationship, if any, with the City of Tool	0%	**-/10%**
Total:	45%	**100%**

*Bidders will be based on the basis on the categories listed in the table above. Incomplete bids will not be considered for the award of a construction contract. *

Request for Proposals

Bidder Rating Sheet

Recipient City of Tool

Name of Respondent Con-Less LLC. Date of Rating 11/10/26

Evaluator's Name Frank Martin

Bidders will be judged on the basis of:

Evaluation of Factors		
		Percentage Allocation
Price of Bid	15%	-/30%
General Contractor's Experience	15%	-/20%
Relevant Experience to the Project	10%	-/15%
Project Timeline	5%	-/15%
Reputation of Business	5%	-/10%
Past Relationship, if any, with the City of Tool	0%	-/10%
Total:	50%	100%

*Bidders will be based on the basis on the categories listed in the table above. Incomplete bids will not be considered for the award of a construction contract. *

Request for Proposals

Bidder Rating Sheet

Recipient City of Tool

Name of Respondent Mayers Excavation, LLC.

Date of Rating November 9th, 2026

Evaluator's Name Julius Kizzee

Bidders will be judged on the basis of:

Evaluation of Factors		
		Percentage Allocation
Price of Bid	26	**-/30%**
General Contractor's Experience	20	**-/20%**
Relevant Experience to the Project	14	**-/15%**
Project Timeline	4	**-/15%**
Reputation of Business	8	**-/10%**
Past Relationship, if any, with the City of Tool	0	**-/10%**
Total:	72	**100%**

*Bidders will be based on the basis on the categories listed in the table above. Incomplete bids will not be considered for the award of a construction contract. *

Request for Proposals

Bidder Rating Sheet

Recipient City of Tool

Name of Respondent Cor Lesa, LLC.

Date of Rating November 9th, 2026

Evaluator's Name Julius Kizzee

Bidders will be judged on the basis of:

Evaluation of Factors		
		Percentage Allocation
Price of Bid	5	**-/30%**
General Contractor's Experience	17	**-/20%**
Relevant Experience to the Project	10	**-/15%**
Project Timeline	9	**-/15%**
Reputation of Business	9	**-/10%**
Past Relationship, if any, with the City of Tool	0	**-/10%**
Total:	50	**100%**

*Bidders will be based on the basis on the categories listed in the table above. Incomplete bids will not be considered for the award of a construction contract. *

Request for Proposals

Bidder Rating Sheet

Recipient City of Tool

Name of Respondent BKR Concrete Solutions, LLC. Date of Rating November 9th, 2026

Evaluator's Name Julius Kizzee

Bidders will be judged on the basis of:

Evaluation of Factors		
		Percentage Allocation
Price of Bid	27	**-/30%**
General Contractor's Experience	16	**-/20%**
Relevant Experience to the Project	9	**-/15%**
Project Timeline	14	**-/15%**
Reputation of Business	6	**-/10%**
Past Relationship, if any, with the City of Tool	8	**-/10%**
Total:	80	**100%**

*Bidders will be based on the basis on the categories listed in the table above. Incomplete bids will not be considered for the award of a construction contract. *

Request for Proposals

Bidder Rating Sheet

Recipient City of Tool

Name of Respondent Cor Lesu, LLC

Date of Rating 11/10/26

Evaluator's Name Kimberley Price

Bidders will be judged on the basis of:

Evaluation of Factors		
		Percentage Allocation
Price of Bid	10%	-/30%
General Contractor's Experience	10%	-/20%
Relevant Experience to the Project	10%	-/15%
Project Timeline	5%	-/15%
Reputation of Business	10%	-/10%
Past Relationship, if any, with the City of Tool	0%	-/10%
Total:	45%	100%

*Bidders will be based on the basis on the categories listed in the table above. Incomplete bids will not be considered for the award of a construction contract. *

Request for Proposals

Bidder Rating Sheet

Recipient The City of Tool

Name of Respondent BKR Concrete Solutions LLC Date of Rating 11/10/26

Evaluator's Name Kimberley Price

Bidders will be judged on the basis of:

Evaluation of Factors		
		Percentage Allocation
Price of Bid	20%	**-/30%**
General Contractor's Experience	20%	**-/20%**
Relevant Experience to the Project	10%	**-/15%**
Project Timeline	15%	**-/15%**
Reputation of Business	10%	**-/10%**
Past Relationship, if any, with the City of Tool	10%	**-/10%**
Total:	85%	**100%**

*Bidders will be based on the basis on the categories listed in the table above. Incomplete bids will not be considered for the award of a construction contract. *

Request for Proposals

Bidder Rating Sheet

Recipient The City of TOOL

Name of Respondent Magers Excavation

Evaluator's Name Kimberley Price

Date of Rating 11/10/26

Bidders will be judged on the basis of:

Evaluation of Factors		
		Percentage Allocation
Price of Bid	30%	**-/30%**
General Contractor's Experience	20%	**-/20%**
Relevant Experience to the Project	15%	**-/15%**
Project Timeline	10%	**-/15%**
Reputation of Business	10%	**-/10%**
Past Relationship, if any, with the City of Tool	0%	**-/10%**
Total:	85%	**100%**

*Bidders will be based on the basis on the categories listed in the table above. Incomplete bids will not be considered for the award of a construction contract. *

Request for Proposals

Project Checklist

Below you will see the attached project checklist, with documents that are to be provided for a complete, concise bid. For conciseness, bidders must submit this RFP in its complete form.

Project 2026-02: Paradise Bay Drainage Phase 1B Checklist	
Proposed Construction Duration	X
Bidder Qualification Form	X
Bid Price Form	X
Itemized Bid Proposal	X
Conflict of Interest Questionnaire	X

Bids that are missing any of the items in the checklist will be deemed incomplete and not for consideration.

Project Overview

The City of Tool, Texas, hereafter called the City, is requesting sealed written Proposals for furnishing all labor, equipment, supervision, and incidentals for performing all Work required for the construction of a drainage project in the Paradise Bay Subdivision.

Questions regarding this Proposal must be to those listed below: Requests for clarification or additional information should be submitted in writing to the attention of Austin Lightle, by email to austin@hayesengineering.net or by phone at (903) 758-2010.

Julius Kizzee, City Administrator (903) 432-3522 jkizzee@tooltexas.org	Austin Lightle, Hayes Engineering (903) 758-2010 austin@HayesEngineering.net

The City of Tool is proposing a drainage construction project along Guam Street, in the Paradise Bay Subdivision in the City of Tool. This work shall be along public roadways and right-of-ways. The City would like to see this project have a useful life of at least ten (10) years and for several administrations.

GREAT AMERICAN INSURANCE COMPANY

OHIO

Bond No. N/A

BID BOND

Approved by The American Institute of Architects, A.I.A. Document No. A310 February, 1970 Edition

KNOW ALL MEN BY THESE PRESENTS: that we Cor Iesu, LLC

4622 Carmel Ln., Rowlett, TX 75088

as Principal, hereinafter called Principal, and GREAT AMERICAN INSURANCE COMPANY, a corporation duly organized under the laws of the State of Ohio, with Administrative Offices at 301 E. 4th St., Cincinnati, Ohio 45202 as Surety, hereinafter called the Surety, are held firmly bound unto

City of Tool, City Hall

as Obligee, hereinafter called Obligee, in the sum of Five Percent of Greatest Amount Bid Dollars ($ 5% of G.A.B.)

For the payment of which sum well and truly to be made, and the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for

Creation of ditches and replacing culverts on Guam Street in Paradise Bay Subdivision
Tool, TX
Bid RFP 2026-02

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another Party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 9th day of November , 2026

In the presence of:

Cor Iesu, LLC
(Principal) (Seal)

By: (Title) President

GREAT AMERICAN INSURANCE COMPANY
(Surety)

By: Brent M Mon
Brent M. Bloniqan (Attorney-in-Fact)

Bid Bond F9630a

GREAT AMERICAN INSURANCE COMPANY®

Administrative Office: 301 E 4TH STREET • CINCINNATI, OHIO 45202 • 513-369-5000 • FAX 513-723-2740

The number of persons authorized by
this power of attorney is not more than Five

No. 0 21868

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

Name	Address	Limit of Power
Brent M. Blonigan	All of	All
Raul F. Campa	Richardson, Texas	$100,000,000
Rob Dreiling		
Debbie Palmer		
Kara Pierce		

This Power of Attorney revokes all previous powers issued on behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 14th day of July , 2021 .

Attest

Assistant Secretary

GREAT AMERICAN INSURANCE COMPANY

Divisional Senior Vice President

MARK VICARIO (877-377-2405)

STATE OF OHIO, COUNTY OF HAMILTON - ss:

On this 14th day of July , 2021 , before me personally appeared MARK VICARIO, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.

SUSAN A KOHORST
Notary Public
State of Ohio
My Comm. Expires
May 18, 2025

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated June 9, 2008.

RESOLVED: That the Divisional President, the several Divisional Senior Vice Presidents, Divisional Vice Presidents and Divisonal Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when 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.

CERTIFICATION

I, STEPHEN C. BERAHA, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of June 9, 2008 have not been revoked and are now in full force and effect.

Signed and sealed this 9th day of November, 2026.

Assistant Secretary

GREAT AMERICAN.
INSURANCE GROUP

Great American Alliance Insurance Company
Great American Insurance Company

IMPORTANT NOTICE:

To obtain information or make a complaint:

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at:

1-800-252-3439

You may write the Texas Department of Insurance at:

P.O. Box 149104
Austin, TX 78714-9091
FAX: 1-512-490-1007

Your notice of claim against the attached bond may be given to the surety company that issued the bond by sending it by certified or registered mail to the following address:

Mailing Address:	Great American Insurance Company P.O. Box 2119 Cincinnati, Ohio 45202
Physical Address:	Great American Insurance Company 301 E. Fourth Street Cincinnati, Ohio 45202

You may also contact the Great American Insurance Company Claim office by:

Fax:	1-888-290-3706
Telephone:	1-513-369-5091
Email:	bondclaims@gaic.com

PREMIUM OR CLAIM DISPUTES:

If you have a dispute concerning a premium, you should contact the agent first. If you have a dispute concerning a claim, you should contact the company first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR BOND:

This notice is for information only and does not become a part or condition of the attached document.

Grayhawk Insurance & Risk Management Services, Inc.

Bid Bond Request Form

1820 N. Greenville Ave., Suite 200, Richardson, TX 75081
Phone: 888.509.5559 - Metro: 972.671.9105
- FAX: 972.671.9804
Email: bb@grayhawkins.com

MISCELLANEOUS INFORMATION		CONTRACTOR INFORMATION	
Today's Date:	Time:	Contractor:	Cor Iesu, LLC
Bid Date: 11/09	Time: 11:59	Address:	4622 Carmel, Ln
Date Needed: 11/08	Time: ☑ AM ☐ PM	City/State/Zip:	Rowlett, TX 75088
Your Name: Perla Tovar		Contact:	Perla Tovar
Phone: 214-517-6052		Phone:	214-517-6052
		Fax:	

OBLIGEE/OWNER INFORMATION

Obligee: CITY OF TOOL, CITY HALL
Address: 701 N TOOL DR,
City/State/Zip TOOL, TX. 75143
Contact: Austin Lightle, PE Phone: 903 758-2010 Fax:

JOB INFORMATION

Job Description: CREATION OF DITCHES AND REPLACING CULVERTS ON GUAM STREET IN PARADISE BAY SUBDIVISION
Job Site Location: City: Tool State: Texas
Project, Solicitation, or Invitation Number: RFP 2026-02

BOND AMOUNT

Estimated Bid Amt:	% of Bid Amt: 5	Amt. Needed:	$500,00.00
Engineers Estimate: N/A	Special Bond Form? ☑ No ☐ Yes	# of Originals:	
Type of Final Bond (if awarded):	☑ Performance %	☑ Payment %	☑ Maintenance

MISCELLANEOUS INFORMATION

Est. Job Start Date: 02/2027	Est. Job Finish Date: 4/2027	Time Allowed for Job: 60 days
Retainage: %	Est. % Subcontracted: %	Penalties Per Day: $500.00
Maintenance Period (# of Years): 1	Warranty Information (# of Years)	

CURRENT WORK IN PROGRESS

WIP Amount: Bonded:	Unbonded:	As Of:

NOTES

DELIVERY INSTRUCTIONS

† Pick up at Grayhawk	† Other	
† Overnight Delivery	Carrier:	Overnight Account # *

*(if overnight delivery is necessary or requested and a Carrier/Account # is not provided, a $25.00 delivery fee will be charged.)

Special Instructions or Other Address:

Request for Proposals

Scope of Work

The City of Tool is proposing a drainage construction project along Guam Street, in the Paradise Bay Subdivision in the City of Tool. This work shall be along public roadways and right-of-ways. The City would like to see this project have a useful life of at least ten (10) years and for several administrations.

The City of Tool will award the contractor who makes this a complete, fulfilled construction task. This includes all labor, materials, site preparation and equipment. Also, includes make-ready cleanup and daily job site cleanup. The City of Tool also assumes the contractor has visited the site and aware of all soil and site conditions before a bid is submitted.

The successful Bidder must furnish payment and performance bonds each in the amount of one hundred percent (100%) of the contract price from an approved Surety Company, to act as Surety.

All contractors are required to be registered with the City of Tool. All trades/contractors are required to remove their debris from the build site.

Target Deliverable Schedule

Final Project Due: **Winter 2026 – Spring 2027**

The expected project completion date is late 2026 to spring 2027. If this date needs to be adjusted, please include your readjusted proposed date, as well as your reasoning for shifting the schedule. All proposed date changes will be considered.

Schedule of Events:	
Bidding Period:	August 30th – November 9th at 11:59 p.m.
Bid Opening:	November 10th, 2026 at 10 a.m.
Contract Award at City Council Meeting:	November 19th, 2026 at 6 p.m.

Proposed Construction Duration

The bid of the undersigned bidder based upon the quantities shown and prices bid shown on the bid form proposes to complete the project, including all labor and material for the duration which includes all holidays and non-standard works days, per calendar days as noted:

All work in this bid will be substantially completed within [60 days] calendar days after the issuance of the permit.

Bidder: Cor Iesu, LLC

Signed By: _____

Name Printed: Perla Tovar

Request for Proposals

Proposed Construction Timeline

The bid of the undersigned bidder based upon the quantities shown and prices bid shown on the bid form, proposes to complete the project, including all labor and material, includes all holidays and non standard works days, per calendar days as noted between the period of:

02/01/2027 to 04/01/2027

Signed By: _____

Name Printed: Perla Tovar

Request for Proposals

Bidder Qualification Form

Relevant Experience

Bidder should have successfully completed (substantially on-schedule, on-budget) at least two projects of similar size and nature for which they are submitting qualifications. List projects on a separate sheet with the following information on each and attach hereto:

1. Experience/Qualifications of General Contractor

Provide information on the General Contractor(s) who is to complete 25% of more of the project in terms of cost, qualifications including information on Projects of similar scope in which the General Contractor(s) has been in charge of in the last five (5) years, or that demonstrate experience with similar Projects. Bidders may attach reference letters or pictures of work to support a General Contract's Experience/Qualifications.

BEARK CREEK SUD - ROYSE CITY - FM 552 WATER MAIN RELOCATIONS - $569114.00 - Brittany Rouse - (469)301-2580 from 12/2024-01/2025

CITY OF TERRELL- POETRY RD & HYW 34 WATERLINE - $793,693.00 - Tony Stark / Brandon Dusenberry - 903-785-0303 from 11/2024-01/2025

2. Other Factors:

Owner will consider other factors in evaluating Bids, including but not limited to the items indicated in the Request for Proposals. In this section, bidders may specify any recommendations/suggestions not included in the plans.

Our company is committed to providing quality workmanship, competitive pricing, and completing all projects on schedule and within budget.

We prioritize safety, customer satisfaction, and maintaining a professional working relationship with the City of Tool.

We have the necessary experience, equipment, and qualified personnel to successfully complete the proposed project

Has your company or company's General Contractor performed work with the City of Tool?

☐ Yes ☒ No

Please Describe if yes: _____

Request for Proposals

Bid Price Form

Construction Description: Provide a bid tabulation along with the items laid out in the Scope of Work attached hereto.

We, the undersigned, propose to furnish all materials, labor, and equipment for the completion of this project and guarantee that if we are awarded the bid, we will furnish the goods in accordance with the attached specification.

TOTAL LUMP SUM PROPOSAL PRICE: $ _____ in US Dollars.

Alternate No. 1: DEDUCTION PROPOSAL PRICE: $ _____ in US Dollars.
(This section is for bidders who are suggesting "alternates" or "alternatives" related to suggested changes in the bid specifications for cost efficiency).

By submitting this proposal, the submitter understands that they must enter into an agreement with the City for the award of this contract at the chosen amount as listed above. The City of Tool may enter into a contract that restricts the total contract amount, total contract time, or number of accounts served.

BID PRICE IS GUARANTEED FOR 90 (NINETY) DAYS AFTER BID OPENING BY THE CITY OF TOOL.

The City of TOOL shall have the right to take such steps as it deems necessary to determine the ability of the bidder, to perform his obligations under the Contract and the bidder shall furnish the City of TOOL all such information and data for this purpose, as the City of TOOL may request it. The right is reserved to reject any bid where an investigation of the available evidence or information does not satisfy the City of TOOL, whereas the bidder is qualified to carry out properly the terms of the contract.

Bidder Rating Sheet

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of vendor who has a business relationship with local governmental entity.**

Cor Iesu, LLC

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information is being disclosed.**

N/A

Name of Officer

4 **Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

N/A

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☒ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☒ No

5 **Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

N/A

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

Perla Tovar

Name of signatory

Signature

11/09/2026

Date

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

(A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;

(B) a transaction conducted at a price and subject to terms available to the public; or

(C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

***

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds $2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than $100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

CITY OF TOOL, TEXAS
GUAM STREET DRAINAGE IMPROVEMENTS
BID PROPOSAL

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL PRICE
1	Mobilization, bonds, and insurance	1	LS	$ XXXXXXXX	$ [redacted]
2	Traffic control and barracades	1	LS	$ XXXXXXXX	$ [redacted]
3	Storm water pollution prevention & erosion control per TCEQ requirements	1	LS	$ XXXXXXXX	$ [redacted]
4	Earthwork and grading	1	LS	$ XXXXXXXX	$ [redacted]
5	Furnish & install topsoil & whole block sod in all disturbed areas	750	SY	$ [redacted]	$ [redacted]
6	Furnish and install 12" class III RCP	104	LF	$ [redacted]	$ [redacted]
7	Furnish and install 18" class III RCP	116	LF	$ [redacted]	$ [redacted]
8	Remove existing culvert	159	LF	$ [redacted]	$ [redacted]
9	Open cut and repair existing concrete driveway	76	SY	$ [redacted]	$ [redacted]
	TOTAL AMOUNT BID				$ [redacted]

Request For Proposals

RFP: 2026-02

For

PARADISE BAY SUBDIVISION DRAINAGE, PHASE 2B
CITY OF TOOL
PROPOSALS DUE BY: November 9th, 2026

Completed By: [redacted]

Date: [redacted]

Request for Proposals

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15 Plans for Guam Street Drainage Improvements

20 Specifications of Bid

Request for Proposals

Project Checklist

Below you will see the attached project checklist, with documents that are to be provided for a complete, concise bid. For conciseness, bidders must submit this RFP in its complete form.

Project 2026-02: Paradise Bay Drainage Phase 1B Checklist	
Proposed Construction Duration	
Bidder Qualification Form	
Bid Price Form	
Itemized Bid Proposal	
Conflict of Interest Questionnaire	

Bids that are missing any of the items in the checklist will be deemed incomplete and not for consideration.

Project Overview

The City of Tool, Texas, hereafter called the City, is requesting sealed written Proposals for furnishing all labor, equipment, supervision, and incidentals for performing all Work required for the construction of a drainage project in the Paradise Bay Subdivision.

Questions regarding this Proposal must be to those listed below: Requests for clarification or additional information should be submitted in writing to the attention of Austin Lightle, by email to austin@hayesengineering.net or by phone at (903) 758-2010.

Julius Kizzee, City Administrator (903) 432-3522 jkizzee@tooltexas.org	Austin Lightle, Hayes Engineering (903) 758-2010 austin@HayesEngineering.net

The City of Tool is proposing a drainage construction project along Guam Street, in the Paradise Bay Subdivision in the City of Tool. This work shall be along public roadways and right-of-ways. The City would like to see this project have a useful life of at least ten (10) years and for several administrations.

Request for Proposals

The City will, in its sole discretion, determine the number of contracts awarded and may decide not to award any contracts. The submission requirements for this proposal are included in the attached RFP. If bidders choose, they can submit a hard copy of your sealed bid to:

Tool City Hall
701 N. Tool Drive
Tool, Texas 75143

Also, bidders can email their **completed bids** to contact@tooltexas.org.

The deadline for submissions is **11:59 pm on November 9th, 2026.** It is the responsibility of the submitting organization to ensure that the submission is received in a timely and efficient manner. Submissions received after the deadline will not be considered for award, regardless of whether or not the delay was outside the control of the submitting provider. Bids received must respond to all qualifications and specifications. The City reserves the right to negotiate with any and all service providers submitting timely proposals on all elements of bids.

The proposing organization shall use this RFP form as the official bid form to submit official bids. Any alterations, changes or deletions to this RFP shall be grounds for the City to disregard and reject the RFP and the bid. Additional pages needed for the official bid form should be attached as needed and should reference the questions to which a response applies.

The City reserves the right to reject any and all proposals, to waive any non-material irregularities in any RFP, and to accept or reject any item or combination of items. All costs incurred by the proposer in responding to the RFP shall be the responsibility of the proposer.

The City of Tool is an Affirmative Action/Equal Opportunity Employer. Section 3 Residents, Minority Business Enterprises, Small Business Enterprises, Women Business Enterprises, and Labor Surplus Area firms are encouraged to submit proposals.

City's Background

The City of Tool is a Type "A" General Law Municipality consisting of a Mayor and five City Council members. Regular City Council meetings are held on the third Thursday of each month at 6:00 pm at the Oran White Civic Center.

The City of Tool borders the beautiful Cedar Creek lake with about 14.5 miles of shoreline. This beautiful lake area offers majestic views, ideal fishing atmospheres, relaxing ambiance, and breath-taking sunsets. The City of Tool rests in Henderson County with a population of 2,633 as of the 2020 census.

Our City offers an exceptional school system, affordable living, and proximity to the Dallas-Ft. Worth Metroplex. Tool is a place where our mission is to work together to build a sense of community in a safe environment, while attracting quality growth in a family-oriented setting.

Request for Proposals

Scope of Work

The City of Tool is proposing a drainage construction project along Guam Street, in the Paradise Bay Subdivision in the City of Tool. This work shall be along public roadways and right-of-ways. The City would like to see this project have a useful life of at least ten (10) years and for several administrations.

The City of Tool will award the contractor who makes this a complete, fulfilled construction task. This includes all labor, materials, site preparation and equipment. Also, includes make-ready cleanup and daily job site cleanup. The City of Tool also assumes the contractor has visited the site and aware of all soil and site conditions before a bid is submitted.

The successful Bidder must furnish payment and performance bonds each in the amount of one hundred percent (100%) of the contract price from an approved Surety Company, to act as Surety.

All contractors are required to be registered with the City of Tool. All trades/contractors are required to remove their debris from the build site.

Target Deliverable Schedule

Final Project Due: **Winter 2026 – Spring 2027**

The expected project completion date is late 2026 to spring 2027. If this date needs to be adjusted, please include your readjusted proposed date, as well as your reasoning for shifting the schedule. All proposed date changes will be considered.

Schedule of Events:	
Bidding Period:	August 30th – November 9th at 11:59 p.m.
Bid Opening:	November 10th, 2026 at 10 a.m.
Contract Award at City Council Meeting:	November 19th, 2026 at 6 p.m.

Proposed Construction Duration

The bid of the undersigned bidder based upon the quantities shown and prices bid shown on the bid form proposes to complete the project, including all labor and material for the duration which includes all holidays and non-standard works days, per calendar days as noted:

All work in this bid will be substantially completed within 14 calendar days after the issuance of the permit.

Bidder: [redacted]

Signed By: _____

Name Printed: [redacted]

Request for Proposals

Proposed Construction Timeline

The bid of the undersigned bidder based upon the quantities shown and prices bid shown on the bid form, proposes to complete the project, including all labor and material, includes all holidays and non standard works days, per calendar days as noted between the period of:

[redacted] to [redacted]

Signed By: _____

Name Printed: [redacted]

Request for Proposals

Bidder Qualification Form

Relevant Experience

Bidder should have successfully completed (substantially on-schedule, on-budget) at least two projects of similar size and nature for which they are submitting qualifications. List projects on a separate sheet with the following information on each and attach hereto:

1. Experience/Qualifications of General Contractor

Provide information on the General Contractor(s) who is to complete 25% of more of the project in terms of cost, qualifications including information on Projects of similar scope in which the General Contractor(s) has been in charge of in the last five (5) years, or that demonstrate experience with similar Projects. Bidders may attach reference letters or pictures of work to support a General Contract's Experience/Qualifications.

[redacted]

[redacted] Scott and white

2. Other Factors:

Owner will consider other factors in evaluating Bids, including but not limited to the items indicated in the Request for Proposals. In this section, bidders may specify any recommendations/suggestions not included in the plans.

[redacted] field

Has your company or company's General Contractor performed work with the City of Tool?

☒ Yes ☐ No

Please Describe if yes: [redacted]

Request for Proposals

Bid Price Form

Construction Description: Provide a bid tabulation along with the items laid out in the Scope of Work attached hereto.

We, the undersigned, propose to furnish all materials, labor, and equipment for the completion of this project and guarantee that if we are awarded the bid, we will furnish the goods in accordance with the attached specification.

TOTAL LUMP SUM PROPOSAL PRICE: $ [redacted] in US Dollars.

Alternate No. 1: DEDUCTION PROPOSAL PRICE: $ [redacted] in US Dollars.
(This section is for bidders who are suggesting "alternates" or "alternatives" related to suggested changes in the bid specifications for cost efficiency).

By submitting this proposal, the submitter understands that they must enter into an agreement with the City for the award of this contract at the chosen amount as listed above. The City of Tool may enter into a contract that restricts the total contract amount, total contract time, or number of accounts served.

BID PRICE IS GUARANTEED FOR 90 (NINETY) DAYS AFTER BID OPENING BY THE CITY OF TOOL.

The City of TOOL shall have the right to take such steps as it deems necessary to determine the ability of the bidder, to perform his obligations under the Contract and the bidder shall furnish the City of TOOL all such information and data for this purpose, as the City of TOOL may request it. The right is reserved to reject any bid where an investigation of the available evidence or information does not satisfy the City of TOOL, whereas the bidder is qualified to carry out properly the terms of the contract.

Bidder Rating Sheet

Request for Proposals

Recipient _____

Name of Respondent_____ Date of Rating _____

Evaluator's Name _____

Bidders will be judged on the basis of:

Evaluation of Factors		
		Percentage Allocation
Price of Bid		**-/30%**
General Contractor's Experience		**-/20%**
Relevant Experience to the Project		**-/15%**
Project Timeline		**-/15%**
Reputation of Business		**-/10%**
Past Relationship, if any, with the City of Tool		**-/10%**
Total:		**100%**

*Bidders will be based on the basis on the categories listed in the table above. Incomplete bids will not be considered for the award of a construction contract. *

Request for Proposals

Ratings Guidelines and Information

Price of Bid: 30%
- Proposed cost of construction, as listed in the Bid tabulation.

General Contractor's Experience: 20%
- The General Contractor shall provide examples of relevant work that has been performed in the last five years, to support their bid.
- Quality of respondent's work, based on recent and relevant project experience on similar assignments, demonstrating suitability to undertake work.

Relevant Experience to the Project: 15%
- The bidder must provide successful and relevant experience in projects with similar scopes. The respondent's successful experience in projects within the primary areas similar to the scope of work requested in this RFP will be under consideration.
- To better judge the respondent's previous work, the bidder should supply references of work and/or pictures.

Project Timeline: 15%
- Scope of time needed to complete the project

Reputation of Business: 10%
- The qualifications of the respondent in terms of experience, service capability and resources will be reviewed.

Past Relationship, if any, with the City of Tool: 10%
- Based on the past performance of both the individual personnel and the respondent, relevant to the City of Tool, the Council will determine if the respondent has the track record to provide the required services in successfully administering the project.

Request for Proposals

Contact Information

For questions or concerns connected to this RFP, we can be reached at:

Austin Lightle
Hayes Engineering
austin@hayesengineering.net
(903) 758-2010

Julius Kizzee
City Administrator
Jkizzee@tooltexas.org
(903) 432-3522 ext. 106

Attachments are made available on the next sheets

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of vendor who has a business relationship with local governmental entity.**

[redacted]

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information is being disclosed.**

[redacted]

Name of Officer

4 **Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☒ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☒ No

5 **Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

[redacted]

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

[redacted] Raymond

Name of signatory

Signature

[redacted] 1/9/2026

Date

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm. For easy reference, below are some of the sections cited on this form.

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Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

***

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds $2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than $100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

CITY OF TOOL, TEXAS

GUAM STREET DRAINAGE IMPROVEMENTS

BID PROPOSAL

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL PRICE
1	Mobilization, bonds, and insurance	1	LS	$ XXXXXXXX	[redacted]
2	Traffic control and barracades	1	LS	$ XXXXXXXX	[redacted]
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7	Furnish and install 18" class III RCP	116	LF	[redacted]	[redacted]
8	Remove existing culvert	159	LF	[redacted]	[redacted]
9	Open cut and repair existing concrete driveway	76	SY	[redacted]	[redacted]
	TOTAL AMOUNT BID				[redacted]

CONSTRUCTION PLANS FOR

GUAM STREET DRAINAGE IMPROVEMENTS

THE CITY OF TOOL,
TEXAS

MAYOR

VERA BENNETT

MAYOR PRO-TEM

GREG FIGUEROA

CITY ADMINISTRATOR

JULIUS KIZZEE

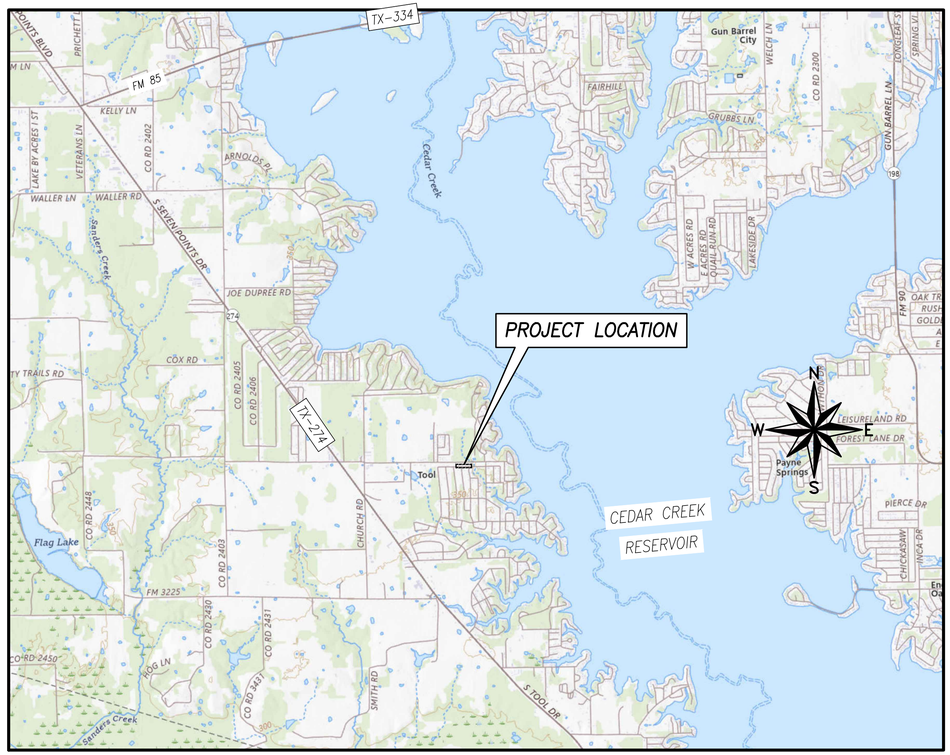
CITY SECRETARY

KIMBERLEY PRICE

CITY COUNCIL MEMBERS

MIKE DUMONT DANIEL SAYRE

ROBERT STYKES TOMMY SALVATO



PROJECT LOCATION MAP

NOT TO SCALE

SUBMITTED BY :

HAYES ENGINEERING, INC.
Texas Registered Engineering Firm F-1465
2126 Alpine St. Longview, TX 75601-3401
Tel.: (903) 758-2010 • Fax: (903) 758-2099
www.hayesengineering.net

Austin Lightle

STATE OF TEXAS — AUSTIN C. LIGHTLE — 138289 — LICENSED PROFESSIONAL ENGINEER

07/06/2026

AUSTIN C. LIGHTLE, P.E.
PROJECT MANAGER

DATE

APPROVED BY :
CITY OF TOOL, TEXAS

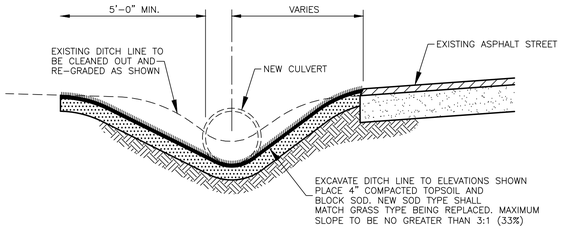
VERA BENNETT
MAYOR

DATE

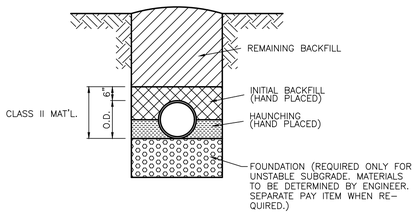
CITY OF TOOL – GUAM STREET DRAINAGE IMPROVEMENTS

Sheet List Table

Sheet Number	Sheet Title
1	COVER SHEET
2	GENERAL NOTES, SHEET INDEX & DETAILS
3	EXISTING DRAINAGE
4	GUAM STREET PLAN & PROFILE STA. 0+00 TO 5+00
5	GUAM STREET PLAN & PROFILE STA. 5+00 TO 7+66



TYPICAL SECTION–DITCH GRADING
N.T.S.



STORM SEWER–RIGID PIPE CLASS II EMBEDMENT
N.T.S.
(TO BE USED FOR RIGID PIPE EXCEPT AS NOTED ON PLANS)

STORM SEWER NOTES

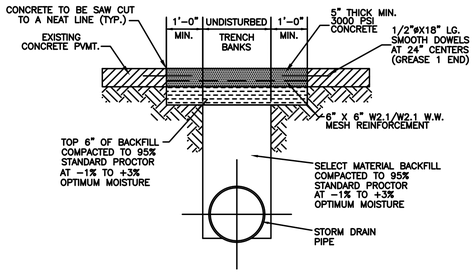
1. ALL REINFORCED CONCRETE STORM SEWER PIPE SHALL CONFORM TO ASTM C–76, CLASS III, NORMAL STRENGTH REQUIREMENTS, UNLESS INDICATED OTHERWISE.
2. CONTRACTOR SHALL MAINTAIN ADEQUATE DRAINAGE FOR THE PROPOSED PROJECT AND SURROUNDING AREAS AT ALL TIMES.
3. ALL DRAINAGE RCP SHALL BE WRAPPED AT THE JOINTS WITH FILTER FABRIC. FABRIC SHOULD LAP 1'–0" IN THE DIRECTION OF WRAP AND 1'–0" ON TO EACH END OF THE PIPES. JOINT SHALL BE SEALED WITH RAMNEK OR APPROVED JOINT SEALER.

GENERAL NOTES

1. ALL UTILITIES SHOWN ON THE PLANS HAVE NOT BEEN FIELD VERIFIED, LOCATIONS SHOWN FOR EXISTING UTILITIES ARE APPROXIMATE AND OTHER UTILITIES MAY EXIST IN THE VICINITY OF THIS PROJECT WHICH ARE NOT SHOWN ON THESE PLANS. CONTRACTOR SHALL UNCOVER ALL EXISTING UTILITIES AND VERIFY EXISTING ELEVATIONS OF SAME AT ALL PROPOSED CROSSINGS AND PROPOSED CONNECTIONS BEFORE COMMENCING WORK. ALL CONFLICTS SHALL BE REPORTED TO THE ENGINEER IMMEDIATELY. CONTRACTOR MUST TELEPHONE TEXAS811 48 HOURS PRIOR TO EXCAVATION.

   CITY OF TOOL – (903) 432–3522
   WEST CEDAR CREEK LAKE MUD – (903) 432–3704
   TEXAS811 – 811

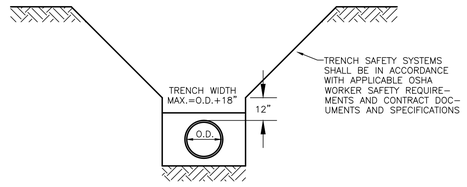
   CONTRACTOR IS CAUTIONED THAT OVERHEAD & UNDERGROUND UTILITIES EXIST. AT THE PROJECT SITE AND THE APPROPRIATE UTILITIES SHOULD BE NOTIFIED PRIOR TO COMMENCING WORK. CONTRACTOR SHALL COMPLY WITH ALL APPLICABLE LAWS REGARDING PUBLIC AND WORKER SAFETY.
2. CONTRACTOR SHALL NOTIFY CITY OF TOOL 48 HOURS IN ADVANCE OF COMMENCING CONSTRUCTION AT (903) 432–3522.
3. CONTRACTOR SHALL NOTIFY LANDOWNERS AFFECTED BY CONSTRUCTION 48 HOURS IN ADVANCE OF CONSTRUCTION.
4. CONTRACTOR SHALL PROVIDE TRENCH SAFETY SYSTEMS MEETING OSHA STANDARDS, CHAPTER XVII, SECTION 1926.650 SUBPART P. "EXCAVATIONS, TRENCHING AND SHORING".
5. GUIDELINES SET FORTH IN PART VI (TEMPORARY TRAFFIC CONTROL) OF THE TEXAS MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES (MOST RECENT EDITION AS REVISED) SHALL BE OBSERVED. THE COST FOR ALL TRAFFIC CONTROL MEASURES SHALL BE PAID AS A LUMP SUM.
6. IN ALL FILL AREAS, LIFTS SHALL BE A MAXIMUM OF 8" AND COMPACTED TO 95% DENSITY AT ±3% OPTIMUM MOISTURE PER ASTM D–698 (STANDARD PROCTOR) UNLESS OTHERWISE NOTED ON THE PLANS.
7. ALL EXCESS DIRT & SPOIL MATERIAL FROM INSTALLATION OF UTILITY PIPELINES AND/OR PAVEMENT SHALL BE REMOVED FROM THE JOB SITE AT NO COST TO THE OWNER, AND DISPOSED OF BY THE CONTRACTOR AT A PERMITTED FACILITY.
8. ALL ITEMS DESIGNATED FOR REMOVAL FROM THE SITE SHALL BE DISPOSED OF AT AN APPROVED DISPOSAL SITE AT NO EXTRA PAY.
9. CONTRACTOR SHALL GRADE THE SITE SUCH THAT ALL DISTURBED AREAS DRAIN FREELY WITH UNIFORM, GENTLY SLOPING GRADES AS THE WORK PROGRESSES ALONG THE PROJECT. CONTRACTOR SHALL KEEP CONSTRUCTION SITE FREE OF SCATTERED MATERIALS AND DEBRIS. SITE GRADING & CLEANUP SHALL BE PERFORMED AS WORK PROGRESSES ALONG THE PROJECT.
10. ALL DRIVEWAYS SHALL BE RESTORED TO EXISTING OR BETTER CONDITION. (QUANTITIES ARE INCLUDED IN THE BID PROPOSAL)
11. ALL FENCING DISTURBED BY CONTRACTORS OPERATIONS SHALL BE RESTORED TO EXISTING OR BETTER CONDITION. (NO DIRECT PAY, UNLESS SPECIFICALLY INCLUDED IN THE BID PROPOSAL)
12. THE SAW–CUTS REQUIRED TO BITUMINOUS OR CONCRETE PAVEMENT, CURB, GUTTER, SIDEWALKS, OR DRIVEWAYS SHALL NOT BE MEASURED FOR PAYMENT AND SHALL BE CONSIDERED SUBSIDIARY TO THE ITEMS REQUIRING SAWING.
13. THE CONTRACTOR IS RESPONSIBLE FOR OBTAINING WRITTEN AUTHORIZATION OF APPROVAL FOR WASTE DISPOSAL FROM ALL PROPERTY OWNERS WHO ACCEPT PROJECT WASTE MATERIAL. A COPY OF THE WRITTEN AUTHORIZATION SHALL BE PROVIDED TO THE CITY.
14. ALL CONCRETE SHALL BE CLASS "A", 3000 PSI @ 28 DAYS UNLESS OTHERWISE NOTED.
15. ALL WORK & MATERIALS SHALL BE SUBJECT TO THE PROJECT ENGINEER'S AND THE PUBLIC WORKS DEPARTMENT'S APPROVAL DURING CONSTRUCTION AND UPON COMPLETION.
16. CONTRACTOR SHALL KEEP DIRT, MUD, AND DEBRIS OFF OF PUBLIC STREETS IN THE PROJECT AREA. CONTRACTOR SHALL IMMEDIATELY CLEAN DIRT, MUD, AND DEBRIS FROM PUBLIC STREETS AS SOON AS IT IS NOTICED BY THE CONTRACTOR OR NOTIFIED BY THE ENGINEER OR OWNER, NO DIRECT PAY.
17. CONSTRUCTION EASEMENTS SHALL BE AS NOTED ON PLANS. CONTRACTOR SHALL LIMIT CONSTRUCTION ACTIVITIES TO DESIGNATED EASEMENTS AND THE CITY OF TOOL RIGHT–OF–WAY.
18. ALL DISTURBED AREAS ARE TO RECEIVE 4" OF TOPSOIL AND WHOLE BLOCK SOD TO MATCH EXISTING GRASS TYPE. QUANTITIES PER BID PROPOSAL.
19. STOCKPILING OF MATERIALS ON PRIVATE PROPERTY WILL NOT BE PERMITTED WITHOUT WRITTEN PERMISSION FROM THE PROPERTY OWNER.
20. ALL UTILITY SERVICE LINES BROKEN OR INTERRUPTED BY THE CONTRACTOR'S OPERATIONS SHALL BE REPAIRED IMMEDIATELY AT THE CONTRACTOR'S EXPENSE.
21. ALL STORMWATER POLLUTION AND PREVENTION SILT FENCES AND HAY BALE DIKES SHALL BE REMOVED UPON RE–ESTABLISHMENT OF GROUND COVER.
22. CONTRACTOR SHALL RELOCATE ALL EXISTING SIGNAGE, MAILBOXES, REFLECTORS, ETC., TO APPROPRIATE LOCATION DURING CONSTRUCTION AND SHALL RE–INSTALL SAME AFTER COMPLETION OF WORK. (NO DIRECT PAY, UNLESS SPECIFICALLY INCLUDED IN THE BID PROPOSAL)
23. CONTRACTOR MUST MAINTAIN ONE–WAY TRAFFIC ON STREETS AT ALL TIMES.



OPEN–CUT REPAIR DETAIL
CONCRETE PAVEMENT
N.T.S.

CLASS I:
LOW PI GRANULAR MATERIAL(CLEAN SAND) UP TO 3/4"–1 1/2" GRADED STONE INCLUDING A NUMBER OF FILL MATERIALS THAT HAVE REGOINAL SIGNIFICANCE SUCH AS CORAL, SLAG, CINDERS, CRUSHED STONE AND CRUSHED SHELLS.

CLASS II:
SUITABLE NATIVE MATERIAL INCLUDING FINE SANDS, SANDY CLAY MIXTURE AND GRAVEL CLAY MIXTURE.



TYPICAL TRENCH SECTION
N.T.S.

GENERAL NOTES, SHEET INDEX & DETAILS

CITY OF TOOL
GUAM STREET
DRAINAGE IMPROVEMENTS
TOOL, TEXAS

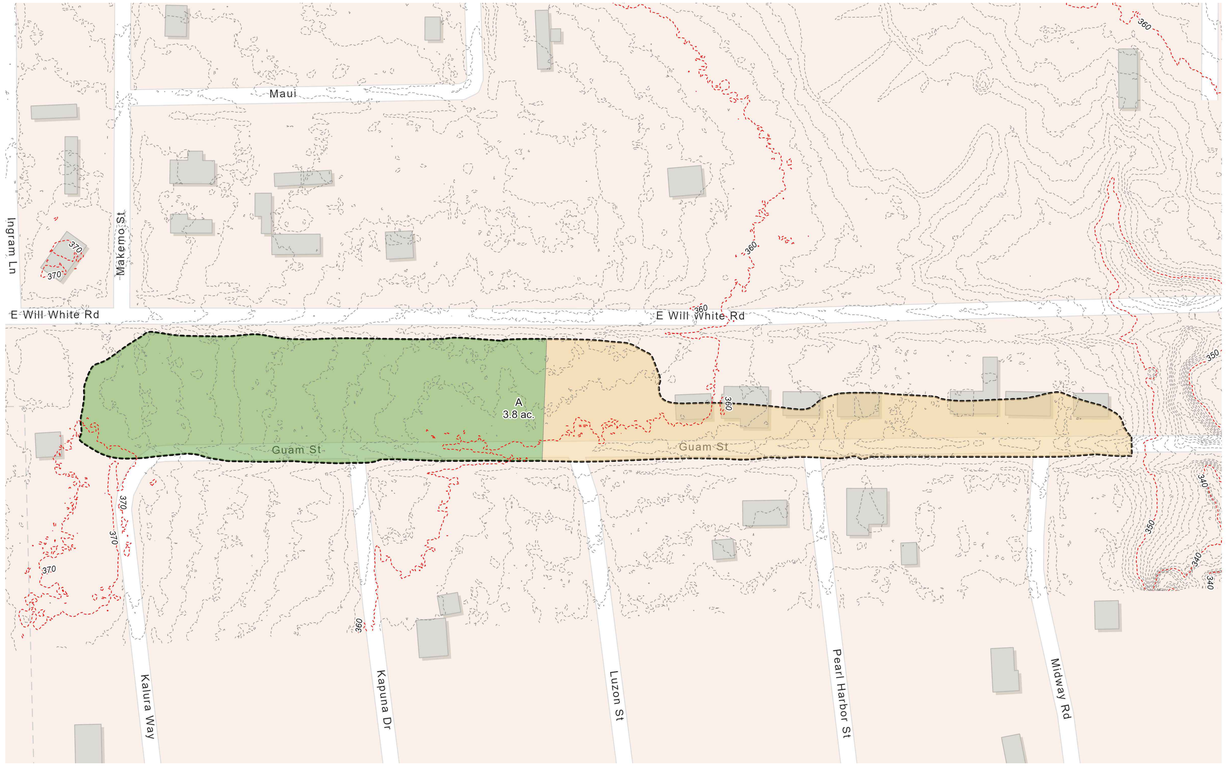
HAYES ENGINEERING, INC.
Texas Registered Engineering Firm F-1465
2126 Alpine St. Longview, TX 75601-3401
Tel.: (903) 758-2010 • Fax: (903) 758-2099

STATE OF TEXAS
AUSTIN C. LIGHTLE
138289
LICENSED PROFESSIONAL ENGINEER
5/4/26

DRAWN BY : L.C.W.
CHECKED BY : A.C.L.
DATE : MAY 2026
SCALE : AS NOTED
JOB NO. : TL–26–01

SHEET 2 OF 5 SHEETS

TL–26–01 DRAINAGE AREA MAP AND CALCULATIONS



N

1" = 100 '

LEGEND

Drainage Basin

Land Use

Single Family Residential

Wooded

Contours

10' Contour

1' Contour

Rational Method Calculations

Basin Name	Area Ac.	C Value	Time of Concentration (min.)	Intensity (in/hr) 10-YR	25-Yr	100-Yr	Peak Q (cfs) 10-YR	25-Yr	100-Yr
A	3.76	0.28	15	5.91	7.07	8.88	6.2	7.4	9.3

NOAA ATLAS 14 PRECIPITATION ESTIMATES

NOAA Atlas 14, Volume 11, Version 2
Location name: Kemp, Texas, USA*
Latitude: 32.2818°, Longitude: -96.1664°
Elevation: 357 ft**
* source: ESRI Maps
** source: USGS

POINT PRECIPITATION FREQUENCY ESTIMATES

Sarja Perica, Sandra Pavlovic, Michael St. Laurent, Carl Trypaluk, Dale Unruh, Orlan Wilhite

NOAA, National Weather Service, Silver Spring, Maryland

PF_tabular | PF_graphical | Maps_&_aerials

PF tabular

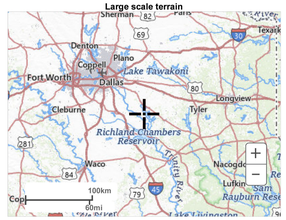
PDS-based point precipitation frequency estimates with 90% confidence intervals (in inches/hour)[1]

Duration	Average recurrence interval (years) 1	2	5	10	25	50	100	200	500	1000
5-min	5.17 (3.91-6.83)	6.11 (4.66-7.97)	7.82 (5.80-10.3)	8.88 (6.67-11.8)	10.6 (7.73-14.6)	12.0 (8.50-16.9)	13.4 (9.25-19.4)	14.9 (10.0-22.2)	17.0 (11.0-26.2)	18.6 (11.8-29.8)
10-min	4.12 (3.12-5.44)	4.87 (3.71-6.35)	6.08 (4.63-7.98)	7.10 (5.33-9.46)	8.51 (6.19-11.7)	9.62 (6.81-13.6)	10.7 (7.40-15.6)	11.9 (8.00-17.7)	13.5 (8.75-20.7)	14.7 (9.29-23.2)
15-min	3.46 (2.62-4.56)	4.08 (3.11-5.32)	5.08 (3.86-6.66)	5.91 (4.44-7.85)	7.07 (5.14-9.70)	7.96 (5.63-11.2)	8.88 (6.13-12.9)	9.87 (6.63-14.7)	11.2 (7.29-17.3)	12.3 (7.78-19.4)
30-min	2.43 (1.84-3.22)	2.86 (2.19-3.74)	3.56 (2.71-4.68)	4.14 (3.11-5.52)	4.94 (3.59-6.76)	5.54 (3.92-7.81)	6.17 (4.26-8.95)	6.86 (4.62-10.2)	7.84 (5.09-12.1)	8.63 (5.46-13.6)
60-min	1.59 (1.20-2.10)	1.87 (1.43-2.45)	2.34 (1.78-3.07)	2.73 (2.05-3.63)	3.27 (2.37-4.47)	3.68 (2.60-5.18)	4.12 (2.84-5.97)	4.61 (3.10-6.86)	5.31 (3.45-8.20)	5.90 (3.73-9.32)
2-hr	0.965 (0.736-1.26)	1.16 (0.882-1.48)	1.46 (1.11-1.89)	1.72 (1.30-2.27)	2.09 (1.53-2.85)	2.40 (1.71-3.35)	2.73 (1.89-3.92)	3.11 (2.10-4.59)	3.68 (2.40-5.61)	4.15 (2.63-6.48)
3-hr	0.708 (0.542-0.924)	0.858 (0.653-1.09)	1.08 (0.832-1.40)	1.29 (0.978-1.70)	1.59 (1.17-2.16)	1.84 (1.32-2.56)	2.12 (1.47-3.03)	2.44 (1.65-3.58)	2.92 (1.91-4.44)	3.33 (2.12-5.17)
6-hr	0.415 (0.320-0.538)	0.510 (0.388-0.657)	0.648 (0.500-0.830)	0.776 (0.593-1.01)	0.969 (0.718-1.30)	1.13 (0.816-1.57)	1.32 (0.922-1.87)	1.54 (1.04-2.22)	1.86 (1.22-2.76)	2.13 (1.36-3.27)
12-hr	0.240 (0.187-0.309)	0.296 (0.227-0.367)	0.377 (0.293-0.479)	0.453 (0.349-0.587)	0.567 (0.423-0.757)	0.665 (0.481-0.911)	0.775 (0.545-1.09)	0.903 (0.616-1.29)	1.09 (0.720-1.62)	1.25 (0.804-1.90)
24-hr	0.141 (0.110-0.179)	0.173 (0.134-0.213)	0.220 (0.173-0.278)	0.264 (0.206-0.339)	0.330 (0.247-0.436)	0.385 (0.285-0.522)	0.447 (0.316-0.620)	0.519 (0.356-0.736)	0.626 (0.414-0.919)	0.716 (0.461-1.07)
2-day	0.083 (0.065-0.105)	0.101 (0.080-0.125)	0.129 (0.102-0.161)	0.153 (0.119-0.195)	0.188 (0.142-0.248)	0.217 (0.158-0.291)	0.249 (0.177-0.342)	0.287 (0.198-0.403)	0.344 (0.228-0.499)	0.392 (0.253-0.581)
3-day	0.061 (0.048-0.077)	0.074 (0.058-0.091)	0.093 (0.074-0.117)	0.111 (0.087-0.141)	0.136 (0.102-0.175)	0.155 (0.114-0.207)	0.177 (0.126-0.242)	0.203 (0.140-0.283)	0.242 (0.161-0.349)	0.275 (0.178-0.404)
4-day	0.049 (0.038-0.061)	0.058 (0.046-0.072)	0.074 (0.059-0.092)	0.088 (0.069-0.111)	0.107 (0.081-0.139)	0.122 (0.090-0.162)	0.139 (0.099-0.189)	0.159 (0.110-0.221)	0.188 (0.126-0.271)	0.213 (0.138-0.312)
7-day	0.031 (0.025-0.039)	0.037 (0.030-0.045)	0.047 (0.037-0.058)	0.055 (0.044-0.069)	0.067 (0.051-0.087)	0.077 (0.057-0.103)	0.088 (0.063-0.123)	0.099 (0.069-0.137)	0.116 (0.079-0.165)	0.130 (0.084-0.189)
10-day	0.024 (0.019-0.029)	0.028 (0.023-0.034)	0.035 (0.028-0.044)	0.042 (0.033-0.052)	0.051 (0.039-0.065)	0.058 (0.043-0.076)	0.066 (0.047-0.088)	0.074 (0.051-0.101)	0.086 (0.057-0.121)	0.095 (0.062-0.135)
20-day	0.015 (0.012-0.019)	0.018 (0.014-0.022)	0.022 (0.018-0.027)	0.025 (0.020-0.032)	0.030 (0.023-0.039)	0.034 (0.025-0.044)	0.037 (0.027-0.050)	0.041 (0.029-0.056)	0.047 (0.032-0.066)	0.052 (0.034-0.074)
30-day	0.012 (0.010-0.015)	0.014 (0.011-0.017)	0.017 (0.014-0.021)	0.019 (0.015-0.024)	0.023 (0.017-0.029)	0.025 (0.018-0.032)	0.027 (0.020-0.036)	0.030 (0.021-0.041)	0.034 (0.023-0.047)	0.037 (0.024-0.052)
45-day	0.010 (0.008-0.012)	0.011 (0.009-0.014)	0.013 (0.011-0.017)	0.015 (0.012-0.019)	0.018 (0.014-0.022)	0.019 (0.014-0.025)	0.021 (0.015-0.028)	0.023 (0.016-0.031)	0.025 (0.017-0.035)	0.027 (0.018-0.038)
60-day	0.009 (0.007-0.010)	0.010 (0.008-0.012)	0.012 (0.009-0.014)	0.013 (0.011-0.016)	0.015 (0.012-0.019)	0.016 (0.012-0.021)	0.019 (0.013-0.023)	0.021 (0.013-0.026)	0.022 (0.014-0.029)	0.024 (0.014-0.031)

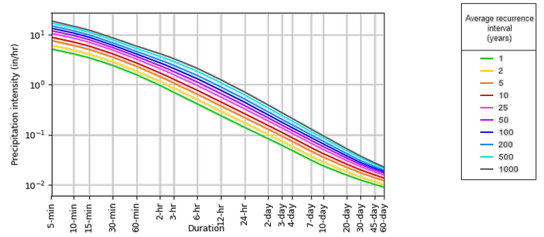
[1] Precipitation frequency (PF) estimates in this table are based on frequency analysis of partial duration series (PDS).
Numbers in parenthesis are PF estimates at lower and upper bounds of the 90% confidence interval. The probability that precipitation frequency estimates (for a given duration and average recurrence interval) will be greater than the upper bound (or less than the lower bound) is 5%. Estimates at upper bounds are not checked against probable maximum precipitation (PMP) estimates and may be higher than currently valid PMP values.
Please refer to NOAA Atlas 14 document for more information.



Large scale terrain



PDS-based intensity-duration-frequency (IDF) curves
Latitude: 32.2818°, Longitude: -96.1664°



TxDOT TABLE 4–10 RUNOFF COEFFICIENTS

Table 4-10: Runoff Coefficients for Urban Watersheds

Type of drainage area	Runoff coefficient
Business:	
Downtown areas	0.70–0.95
Neighborhood areas	0.30–0.70
Residential:	
Single-family areas	0.30–0.50
Multi-units, detached	0.40–0.60
Multi-units, attached	0.60–0.75
Suburban	0.35–0.40
Apartment dwelling areas	0.30–0.70
Industrial:	
Light areas	0.30–0.80
Heavy areas	0.60–0.90
Parks, cemeteries	0.10–0.25
Playgrounds	0.30–0.40
Railroad yards	0.30–0.40
Unimproved areas:	
Sand or sandy loam soil, 0–3%	0.15–0.20
Sand or sandy loam soil, 3–5%	0.20–0.25
Black or loessial soil, 0–3%	0.18–0.25
Black or loessial soil, 3–5%	0.25–0.30
Black or loessial soil, > 5%	0.70–0.80
Deep sand area	0.05–0.15
Steep grassed slopes	0.70
Lawns:	
Sandy soil, flat 2%	0.05–0.10
Sandy soil, average 2–7%	0.10–0.15
Sandy soil, steep 7%	0.15–0.20
Heavy soil, flat 2%	0.13–0.17
Heavy soil, average 2–7%	0.18–0.22
Heavy soil, steep 7%	0.25–0.35
Streets:	
Asphaltic	0.85–0.95
Concrete	0.90–0.95
Brick	0.70–0.85
Drives and walks	0.75–0.95
Roofs	0.75–0.95

EXISTING DRAINAGE

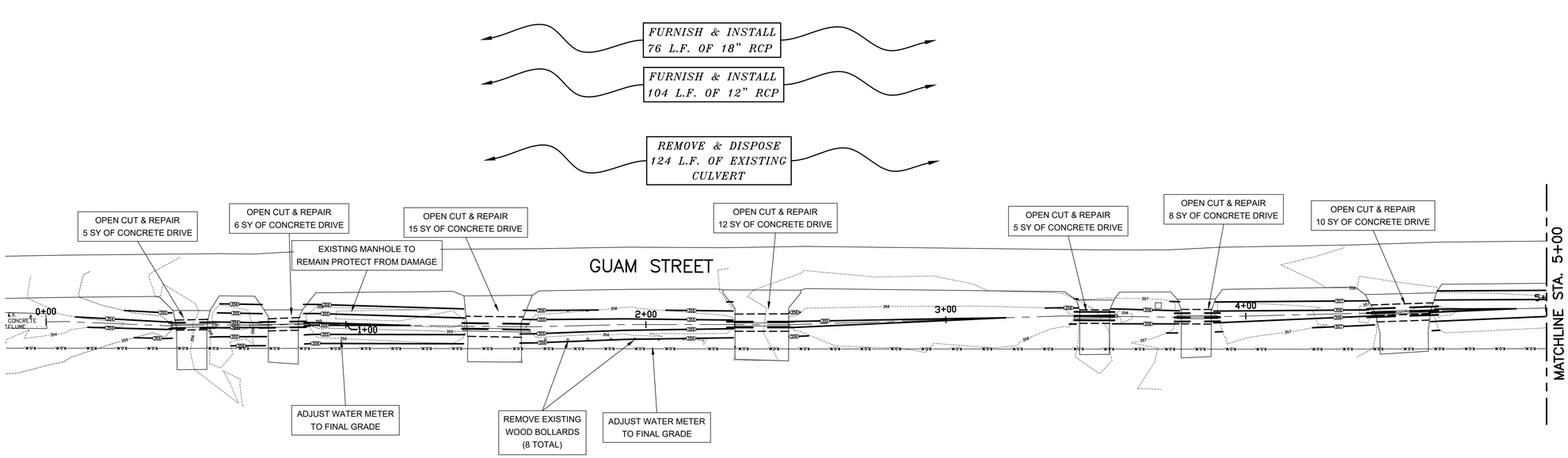
CITY OF TOOL
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STATE OF TEXAS
AUSTIN C. LIGHTLE
138289
LICENSED PROFESSIONAL ENGINEER
3/4/26

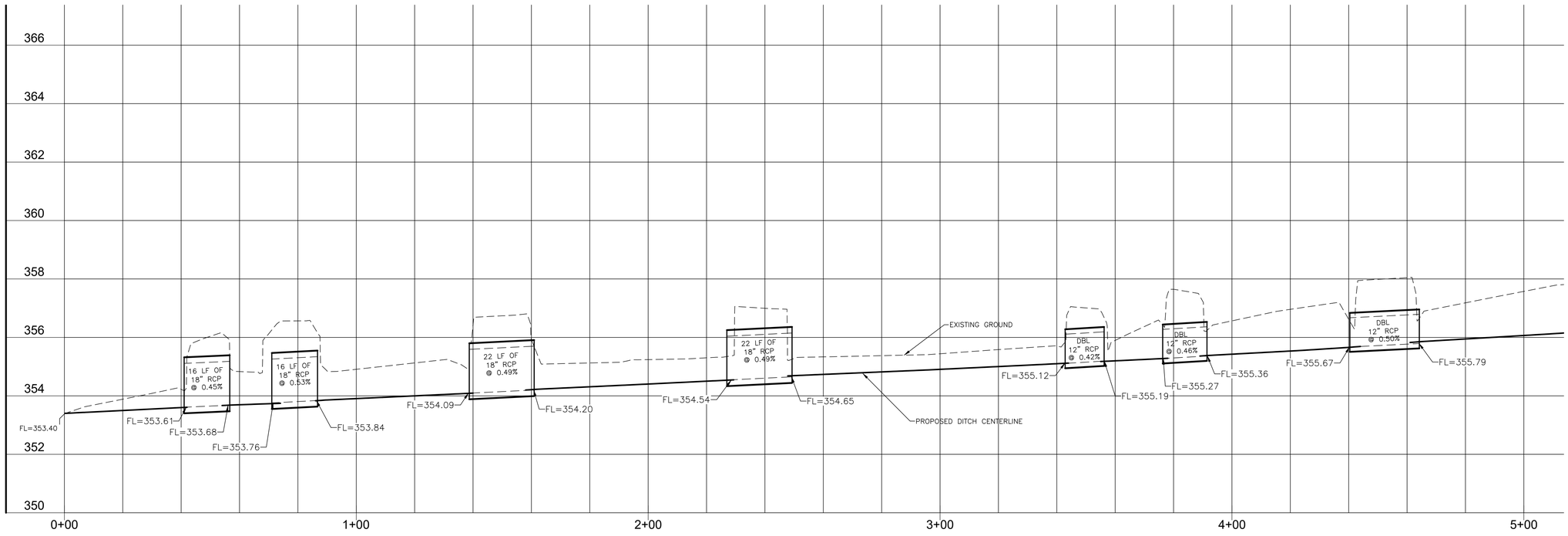
DRAWN BY : L.C.W.
CHECKED BY : A.C.L.
DATE : MAY 2026
SCALE : AS NOTED
JOB NO. : TL–26–01

SHEET 3 OF 5 SHEETS



NOTE:
1) ALL EXISTING MAILBOXES SHALL BE PROTECTED FROM DAMAGE
2) WATER AND SEWER SERVICE IN THE AREA IS PROVIDED BY WEST CEDAR CREEK MUD. LOCATE ALL EXISTING WATER AND SEWER SERVICES AND MAINS PRIOR TO CONSTRUCTION

SCALE: 1" = 20' HORZ.
1" = 2' VERT.



GUAM STREET PLAN & PROFILE STA. 0+00 TO 5+00

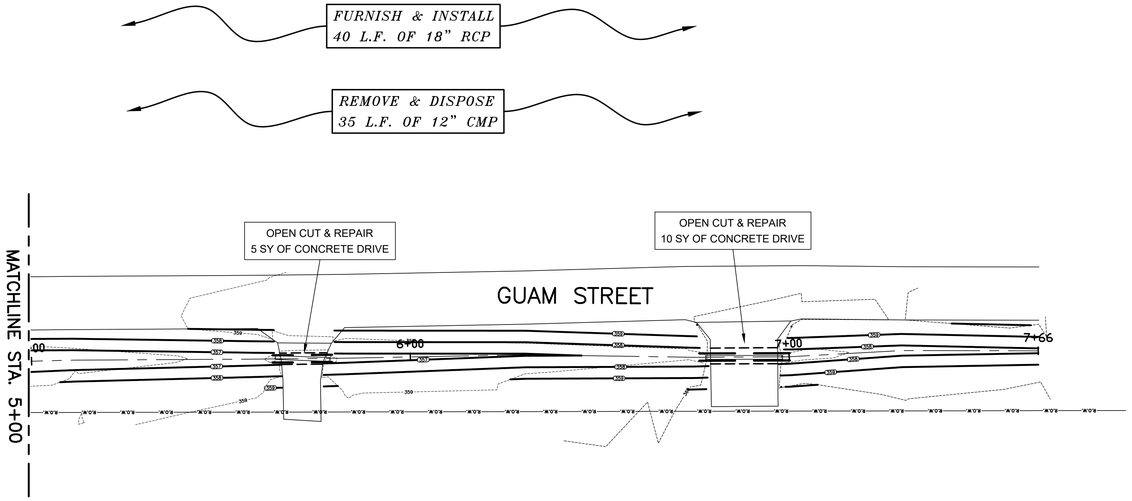
CITY OF TOOL
GUAM STREET
DRAINAGE IMPROVEMENTS
TOOL, TEXAS

HAYES ENGINEERING, INC.
Texas Registered Engineering Firm F-1465
2126 Alpine St. Longview, TX 75601-3401
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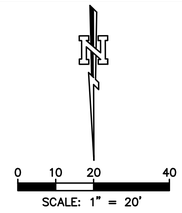
STATE OF TEXAS
AUSTIN C. LIGHTLE
138289
LICENSED
PROFESSIONAL ENGINEER
7/1/26

DRAWN BY : L.C.W.
CHECKED BY : A.C.L.
DATE : MAY 2026
SCALE : AS NOTED
JOB NO. : TL-26-01

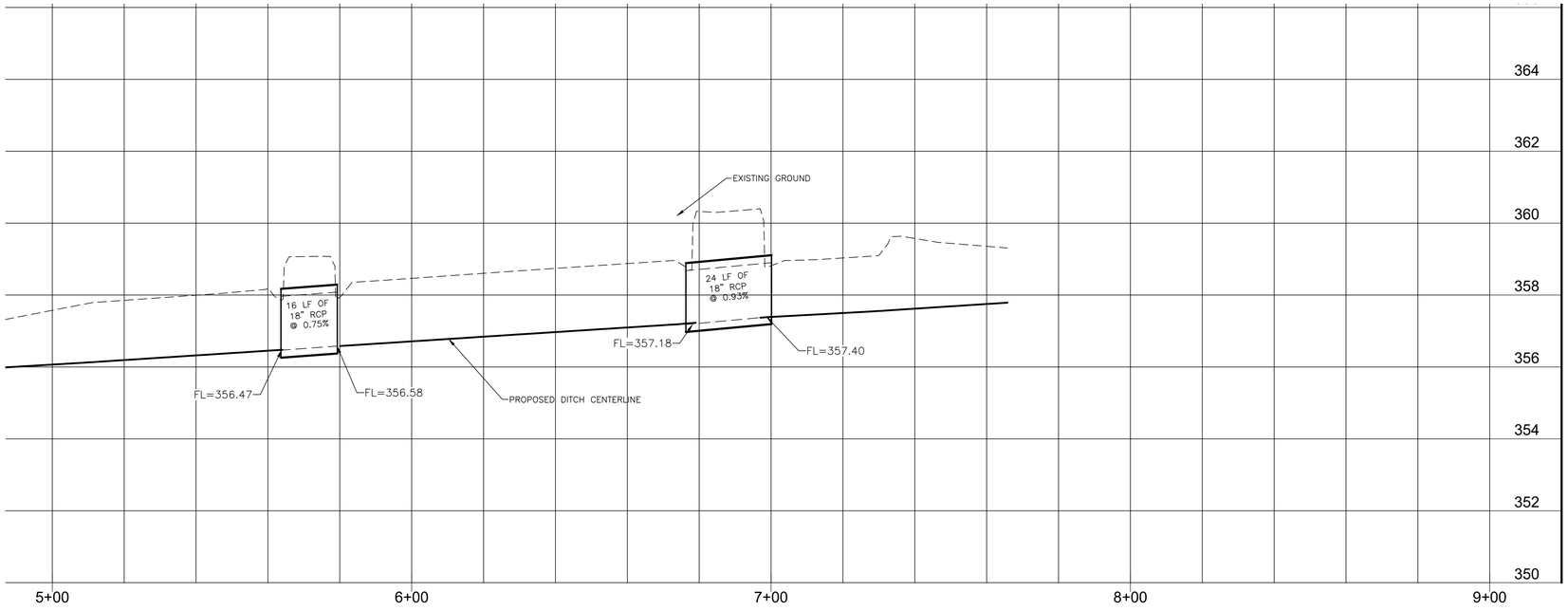
SHEET
4
OF **5** SHEETS



NOTE: ALL EXISTING MAILBOXES SHALL BE PROTECTED FROM DAMAGE



SCALE: 1" = 20' HORZ.
1" = 2' VERT.



GUAM STREET PLAN & PROFILE STA. 5+00 TO 7+66

CITY OF TOOL
GUAM STREET
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SHEET **5** OF **5** SHEETS

CITY OF TOOL

GUAM STREET DRAINAGE IMPROVEMENTS

July, 2026



07/06/2026

HAYES ENGINEERING, INC.
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2126 Alpine St.
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TECHNICAL SPECIFICATIONS

TECHNICAL SPECIFICATIONS

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The Texas Department of Transportation 2004 Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges shall govern the following Items and any other Items of work required to complete the work as shown or specified. These Items shall be considered included in these Specifications in their entirety with the exception of the Measurement and Payment sections:

Item 216 Proof Rolling
Item 247 Flexible Base
Item 340 Dense-Graded Hot Mix Asphalt (Method)
Item 401 Flowable Backfill
Item 421 Hydraulic Cement Concrete
Item 427 Surface Finishes for Concrete
Item 432 Riprap
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Item 464 Reinforced Concrete Pipe
Item 465 Manholes and Inlets
Item 466 Headwalls and Wingwalls
Item 529 Concrete Curb, Gutter and Combined Curb & Gutter

SECTION G

GENERAL REQUIREMENTS

TECHNICAL SPECIFICATIONS

SECTION G1 - GENERAL INFORMATION

G1.1. PERMITS AND RIGHT-OF-WAY: The Owner will provide rights-of-way for the purpose of construction without cost to the Contractor by securing permits in areas of public dedication or by obtaining easements across privately owned property. It shall be the responsibility of the Contractor, five (5) days prior to the initiation of construction on easements through private property, to inform the Owner's Representative of his intent to begin construction. The Owner's representative will notify property owners of intent to begin construction. Before beginning construction in areas of public dedication, the Contractor shall inform the agency having jurisdiction in the area forty-eight (48) hours prior to initiation of the work.

G1.2. CONSTRUCTION IN PUBLIC ROADWAYS AND PRIVATE DRIVEWAYS: No public road shall be entirely closed overnight. It shall be the responsibility of the Contractor to build and maintain by-passes and detours, if necessary, and to properly light, barricade and mark all by-passes and detours that might be required on and across the road involved in the work included in this contract.

The Contractor shall make every effort to complete construction and allow immediate access to adjacent property at all driveway entrances located along the roads. Owners and tenants of improvements where access and/or entrance drives are located shall be notified at least twenty-four (24) hours prior to the time the construction will be started at their drive-ins or entrances and informed as to the length of time driveways will be closed, which period shall not exceed ten (10) hours.

The Contractor shall be responsible for all road and entrance reconstruction, and repairs and maintenance of same, for a period of one (1) year from the date of acceptance. In the event the repairs and maintenance are not made immediately to the satisfaction of the Engineer, and it becomes necessary for the Owner to make such repairs, the Contractor shall reimburse the Owner for the cost of such repairs.

Where sufficient right-of-way is not available and prior approval is obtained from the Engineer, dirt from the excavation may be temporarily placed on city streets. Where this is necessary, the Contractor shall provide proper barricading and other traffic control measures to provide at least one lane of open traffic. Where prior approval of the Engineer is obtained, the roadway may be completely closed, provided alternate routes for traffic are available and detour routings clearly marked by the Contractor.

Where construction alongside roadways is required, it shall be the Contractor's responsibility to insure that precautions are taken to avoid damage to the roadway surface. Damages to the roadway from the Contractor's construction activities shall be repaired by the Contractor to return the roadway to its original condition prior to construction.

The Contractor is responsible for traffic handling and safety in the construction area during the construction period. Signs, barricades and other necessary devices shall be furnished and maintained by the Contractor in compliance with Part IV of the Texas Manual of Uniform Traffic Control Devices, current edition.

G1.3. PUBLIC UTILITIES AND OTHER PROPERTY TO BE CHANGED: In case it is necessary to change or move the property of any owner or of a public utility, such property shall not be moved or interfered with until ordered to do so by the Engineer. The right is reserved to the owner of public utilities to enter upon the limits of the project for the purpose of making such changes or repairs of their property that may be made necessary by performance of this Contract.

Any time the Contractor intends to expose, cross, or otherwise work in the area of the existing petroleum pipelines, telephone lines, water lines, etc. the Contractor shall notify the Owner's Representative five (5) days in advance. The Owner's Representative will notify the utility or pipeline owner.

G1.4. POLES, GUY WIRES, ETC.: All utility poles, guy wires, private sign posts, signs and similar private obstructions which interfere with the construction of this project will be removed and replaced by the Contractor at his own expense.

G1.5. PROTECTION OF TREES, PLANTS AND SHRUBS: The Contractor shall make every effort to protect all trees, plants, and shrubs encountered during construction outside of the construction area. Where Owner-planted shrubbery must be removed for construction, it shall be stored by the Contractor and replaced in good condition. In all cases where questions arise, the Contractor shall request clarification from the Engineer.

Contractor shall not cut down, remove or trim existing trees without prior approval from the Engineer. Trees noted as "DO NOT DISTURB" on the plans shall be protected from construction activity by construction of a barrier fence at a minimum of 5 ft. radius around the trunk of the trees. The barrier fence shall be constructed a minimum of 4 ft. high with polyethylene/polypropylene grid safety barricade fencing supported by steel t-posts or approved equivalent. Payment for tree protection shall be considered subsidiary to various items of work within the contract. The alignment of the storm sewer pipe may need to be slightly adjusted in the field to avoid significant root damage to the trees. Field alignment adjustments shall have prior approval of the Engineer.

G1.6. ARCHEOLOGICAL DISCOVERIES: The Contractor may encounter unanticipated cultural or archaeological deposits during construction. If archeological sites or historic structures are discovered after construction operations are begun, the Contractor shall immediately cease operations in that particular area and notify the Owner. The Contractor shall take reasonable steps to protect and preserve the discoveries until they have been inspected by the Owner's Representative. The Owner will promptly coordinate with the Texas Historical Commission and any other appropriate agencies to obtain any necessary approvals or permits to enable the work to continue. The Contractor shall not resume work in the area of the discovery until authorized to do so by the Owner.

G1.7. CONSTRUCTION STAKING: The Contractor shall provide for his own horizontal and vertical construction staking as a subsidiary cost to his offer. The plans include locations and elevations of temporary bench markers along the right-of-way.

TECHNICAL SPECIFICATIONS

SECTION G2 - EXISTING UTILITIES

G2.1. DESCRIPTION: This section covers the requirements with respect to existing public or private utilities.

G2.2. PROXIMITY TO WATER MAINS: All plans are drawn in such manner that all known utilities are shown using the best available information including utility maps, field surveys, or other sources of information. A minimum distance of 9' clear horizontally shall be maintained between water and sanitary sewer lines where possible. Where this separation distance cannot be achieved, clearance shall be provided in accordance with TCEQ rules contained in Chapter 290 and 217, the following procedures of which are summarized below:

A. Where a new sanitary sewer parallels the new water main, the sanitary sewer shall be constructed of cast iron, ductile iron, or PVC pipe meeting AWWA Specifications, having a minimum working pressure rating of 150 psi or greater, and equipped with pressure type joints. The water main and sanitary sewer shall be separated by a minimum vertical distance of two feet, and a minimum horizontal distance of four feet, measured between the nearest outside diameters of the pipes, and the water main shall be located above the sewer.

B. Where a new sanitary sewer crosses the new water main, and that portion of the sewer within 10 feet of the water is constructed as described in G2.2.(A) above, an absolute minimum distance of 6 inches between outside diameters shall be maintained. In addition the sewer shall be located below the water line where possible and one length of the sewer pipe must be centered on the water line.

G2.3. DAMAGE TO EXISTING UTILITIES:

Approximate locations and depths of all known utilities are shown using the best available information. The Contractor is responsible for verifying the existence and location of all utilities shown or not shown on the plans. The Contractor shall hold the Owner harmless from damages to existing utilities arising from the Contractor's operations. Repair expense and any damages suffered by the utility owner shall be at the Contractor's expense.

G2.4. RELATIONSHIP WITH EXISTING FACILITIES: The Contractor is advised that, unless otherwise indicated, existing utilities must be available at all times for use. The Contractor, therefore, shall at all times take particular care to avoid needless confusion, clutter and debris at the site of the work. At no time shall the Contractor's personnel, equipment, or material prevent the normal conveyance of water and wastewater flows. If it is necessary to request the Contractor to move his equipment, materials, or any material included in the work, he shall do so promptly and place said equipment or material in an area which does not interfere with proper service. The Contractor is further cautioned against adjusting or altering any private property without the written consent of the Owner.

G2.5. PROTECTION OF EXISTING INSTALLATIONS: The Contractor shall correct or replace, without delay any and all damage to existing structures, surfaces, equipment, controls or systems resulting from his operations.

The Contractor's attention is particularly directed to the dust, abrasive particles, debris and dirt generated by the placement, chipping, cutting, finishing and grinding of new or existing concrete, and the dust debris and dirt generated by excavation and backfill operations; and the filters, protective shieldings, and other dust suppression methods at all times to adequately protect private property.

G2.6. PERMANENT UTILITIES: The existing site is presently served with utilities. The utilities to be modified by the Contractor are as shown on the plans.

G2.7. CLEANING UP: The Contractor shall not allow the site of the work to become littered with trash and waste material but shall maintain the site of the work in a neat and orderly condition throughout the construction period. On or before the completion of the work, the Contractor shall carefully clean out all pits, drain lines and drains, chambers or conduits and shall remove all temporary structures built by him and rubbish of all kinds from any of the grounds which he has occupied and leave them in first-class condition to the satisfaction of the Engineer.

TECHNICAL SPECIFICATIONS

SECTION G3 - FINISH GRADING, PLACEMENT OF TOPSOIL, SODDING, OR SEEDING AND FERTILIZING

G3.1 GENERAL: The work to be performed under this section of the Specifications shall consist of the removal and disposal of excess excavation, finish grading, replacement of previously stripped topsoil or placement of new topsoil, and providing ground cover by whole block sodding or by seeding and fertilizing.

G3.2 FINISH GRADING: Excess excavation from all sources shall be placed in accordance with the site grading plans. Materials placed under access roads and parking areas shall be compacted according to the applicable Specifications. Excavated material in excess of the requirements of the grading plan shall be disposed of off-site at the Contractor's expense.

G3.3 PLACEMENT OF TOPSOIL AND GROUND COVER: The work to be performed under this section of the Specifications shall consist of replacement of topsoil previously stockpiled or placement of new imported topsoil to conform to finish grades indicated on the Plans, and providing ground cover by seeding and fertilizing.

A. Topsoil: The topsoil shall consist of material previously stockpiled or new imported topsoil. Topsoil shall be placed at a depth of 4" over all disturbed areas prior to placing ground cover.

B. Seed and Fertilizer: This item shall consist of furnishing and applying fertilizer, seed, and water on all areas disturbed by construction except within residential lots as noted on the Plans.

Application of ground cover shall be by seeding and fertilizing. The fertilizer, and seed may be incorporated into one operation, or if the Contractor so elects, the fertilizer may be applied during preparation of the seedbed. Water used shall be of drinking water quality.

After application of the seed and fertilizer, water shall be applied as necessary at the direction of the Engineer for a period of at least three (3) weeks. The time required for application of water will not be included in the computations of contract time for completion of the project provided all other work under the Contract has been completed. Fertilizer shall be a commercial grade, uniform in composition, free flowing, and suitable for application with mechanical equipment, delivered to the site in labeled containers, to current State Fertilizer Laws and bearing the name, trademark, and warranty of the producer.

All seed shall be labeled in accordance with the current rules and regulations of State law and shall be free of noxious weeds. Seed shall be furnished in sealed, standard containers unless otherwise authorized by the Engineer in writing. Seed which has become wet, moldy, or otherwise damaged in transit or storage will not be acceptable. The minimum percentage by weight of pure live seed shall not be less than 85 when tested according to current regulations under the Federal Seed Act. All legumes must be inoculated with an approved culture as per the manufacturer's recommendations.

Seed shall be composed of the varieties and amounts by weight as shown below.

VARIETY	WEIGHT, LBS. PER ACRE
Rye Grass (Gulf Coast or Italian)	50
Crimson Clover	2
Bermuda (Common)	10

The Common Bermuda seed shall be applied during the months of March, April and May only. Rye Grass and Crimson Clover shall be applied with fertilizer immediately upon completion of finish grading. The Contractor shall be responsible for all seeding at the specified times, whether accomplished in single or multiple applications.

Fertilizer shall be composed of 16% nitrogen, 8% phosphorous, and 8% potash and applied at a minimum rate of 400 lbs./acre.

C. Sod: Slab sod shall be provided in all disturbed areas in the lawns and established landscaped areas unless otherwise noted in the plans. Slab sod shall be approved nursery grown grass. Nursery grown grass sod shall be centipede or St. Augustine. Sod shall be free from noxious weeds or other vegetation. Water shall be of drinking water quality.

Slab sod shall be cut with approved mechanical or manual sod cutters. The designated area shall be mowed when necessary, and sod shall be cut to a minimum depth of 1 inch for nursery grown grass, and to a uniform width and in convenient lengths for handling. Care shall be exercised to retain soil on roots of sod during excavating, hauling and planting.

Sod cut more than 48 hours before placing shall not be used unless authorized. Sod taken from bare areas that may produce inferior growth will not be accepted. Watering required in connection with digging, storing or hauling sod will not be paid for.

Areas to receive slab sod shall be thoroughly pulverized to a depth of approximately 3 inches and dressed to a reasonable grade. Slab sod shall receive fertilizer as specified for seeding with 90% broadcast over the area to receive slab sodding, and the remaining 10% shall be broadcast over sod after placing and rolling. Upon delivery to the planting site, slab sod shall be transferred onto the surface of the soil. Areas to be sodded shall be watered as directed. Slabs of sod shall be placed with a minimum amount of space between slabs. Slabs which do not fit closely shall be pulled together with suitable tools and pegged when necessary.

Slab sod shall be rolled as soon after planting as practicable with plain rollers or cultipackers. Where rolling is impracticable, sod shall be tamped by approved hand methods.

Slab sodding shall be watered as directed. If nursery grown grass sod is used, particular attention shall be paid to watering per the supplier’s recommendations.

D. Construction Methods: If an area is specifically shown on the plans to be seeded and fertilized then the area to receive seed and fertilizer shall be brought to a smooth and uniform surface to conform to an elevation 4" below the finished grade indicated on the Plans. The surface of the topsoil stockpile shall be thoroughly disced to a depth of 6" prior to loading. The topsoil shall then be dumped upon the prepared area and spread to a uniform depth of 4". Ground cover shall then be applied by seeding and fertilizing as described above.

E. Maintenance of Ground Cover: Areas which have been sodded or seeded and fertilized shall be maintained by the Contractor in a manner to insure that grass cover is established. The Contractor shall further maintain areas to specified grades for a period of one year from the date of receiving the Notice of Substantial Completion on the project. Final payment will not be made until ground cover is established in accordance with these Specifications.

TECHNICAL SPECIFICATIONS

SECTION G4 - BARRICADES AND WARNING DEVICES

G4.1. DESCRIPTION: This Item shall consist of the construction, maintenance and removal, if required, of detours of the type and length, and to the lines, grades and typical cross sections shown on the plans. The work shall be done in accordance with the provisions of this specification.

A. Prior to closing any section of the project to traffic, the Contractor shall furnish, erect, and maintain barricades, warning signs and devices, temporary suitable removable lane delineation striping and all other applicable requirements at and in the vicinity of all road and bridge construction projects at all times; both day and night during the construction period of the contract. The Texas Manual on Uniform Traffic Control Devices (TMUTCD) shall serve as a guideline for the installation and maintenance of barricades and warning devices.

B. Responsibility for damage or claims: The Contractor shall hold harmless the Owner, the City of Tool, and Hayes Engineering, Inc. and all its representatives from all suits, actions or claims of any damages sustained by any person or property in consequence of any neglect in safeguarding the work or through the use of unacceptable materials in the construction of the improvement, or on account of any act of omission by said Contractor. He shall not be released from said responsibility until the roadway shall have been completed and accepted, and so much of the money due the said Contractor under and by virtue of his contract may be retained by the Owner, the City of Tool, and Hayes Engineering, Inc., or his surety may be held until such claims have been settled and suitable evidence to that effect furnished to the Engineer.

C. In areas where traffic re-alignment is required, all conflicting existing lane lines shall be obliterated and re-alignment made by use of temporary, removable lane delineation striping until construction is completed and then the temporary striping is removed and permanent striping applied in accordance with the TMUTCD specifications for traffic lane striping or buttons.

Whenever temporary pavement marking is required either for re-aligning existing traffic lane striping or for new temporary locations it shall be provided in accordance with TMUTCD requirements.

TECHNICAL SPECIFICATIONS

SECTION G5 – STORM WATER POLLUTION PREVENTION

G5.1. DESCRIPTION: This item shall consist of the work required to provide storm water pollution prevention meeting the requirements of the Texas Commission on Environmental Quality (TCEQ). The TCEQ requirements are specified in the Texas Pollutant Discharge Elimination System (TPDES) Construction General Permit (CGP) No. TXR150000.

1. REQUIREMENTS – 5 OR MORE ACRES DISTURBED. For construction activities that will disturb 5 or more acres, the Contractor shall perform all activities required by TCEQ. TCEQ requirements include, but are not limited to the following tasks:

    a. Obtain a copy of the TCEQ CGP (TPDES Permit No. TXR150000).
    b. Develop a storm water pollution prevention plan (SWP3) meeting the requirements of the TCEQ General Permit.
    c. Complete and submit a Notice of Intent (NOI) to the TCEQ using the TCEQ form. Include all necessary fees with the NOI submittal. The NOI and all fees must be submitted at least two (2) days prior to commencement of construction.
    d. Complete and submit an annual Project fee to the TCEQ.
    e. Provide the Owner and the Engineer with a copy of the NOI and a copy of the check to the TCEQ and a written notice indicating the date that the NOI was submitted to the TCEQ.
    f. Implement the SWP3. Perform maintenance and inspection as required by the SWP3.
    g. Continue to submit the annual project fee as the project continues.
    h. Modify the SWP3 during construction as necessary.
    i. Complete and submit a Notice of Termination (NOT) to the TCEQ once the site has reached final stabilization.

2. REQUIREMENTS – 1 OR MORE ACRES BUT LESS THAN 5 ACRES DISTURBED. For construction activities that will disturb 1 or more acres, but less than 5 acres, the Contractor shall perform all activities required by TCEQ. TCEQ requirements include, but are not limited to the following tasks:

    a. Obtain a copy of the TCEQ CGP (TPDES Permit No. TXR150000).
    b. Develop a storm water pollution prevention plan (SWP3) meeting the requirements of the TCEQ General Permit.
    c. Complete a Construction Site Notice (CSN) using the TCEQ form.
    d. Post the Construction Site Notice at the Project Site.
    e. Provide the Owner and the Engineer with a copy of the CSN and a written notice indicating the date that the CSN was posted on site.
    f. Implement the SWP3. Perform maintenance and inspection as required by the SWP3.
    g. Modify the SWP3 during construction as necessary.

3. REQUIREMENTS – LESS THAN 1 ACRE DISTURBED. For construction activities that will disturb less than one acre, coverage under the TCEQ permit is not required. If construction activity increases and the disturbed area increases to 1 or more acres, the Contractor will be required to comply with the applicable sections above.

SECTION SD

STREETS and DRAINAGE

TECHNICAL SPECIFICATIONS

SECTION SD101 - SITE PREPARATION

SD101.01 DESCRIPTION: Work under this section consists of site preparation and clean-up. The work shall cover but not be limited to the following areas: area to be occupied by the improvement, necessary abutting work areas, any area used for stockpiling of excavated material, and areas within the project used for storage.

SD101.02 SITE PREPARATION: The Contractor shall remove all debris, concrete, or asphalt, culverts, abandoned utilities, and any other obstructions on the site of the project which will interfere with construction of the project. Materials or obstructions removed under this item shall be disposed of by the Contractor.

The Contractor shall adjust to the finished grade all manhole covers, cleanout covers, and valve covers. Manhole frames and covers shall be adjusted using precast concrete grade rings and mortar riser section. Cleanouts shall be adjusted by removing the casting and resetting the casting to grade on a Class C concrete foundation poured around the cleanout stack and placing Class C concrete around the adjusted casting. Valve covers shall be adjusted by adjusting the valve cover housing to the finished grade.

SD101.03 CLEAN UP: From time to time the Contractor shall clean up the site, including all areas as stipulated in Section 101.02 above, in order that the site present a neat appearance and the progress of work not be impeded. One such period of clean up shall immediately precede final inspection.

Immediately following acceptance of the work by the Owner, the Contractor shall remove all temporary equipment, surplus materials, and debris resulting from his operation, and leave the site in a condition fully acceptable to the Owner.

TECHNICAL SPECIFICATIONS

SECTION SD102 - CLEARING AND GRUBBING

SD102.01 DESCRIPTION: This section will govern the removal and disposal of trees, stumps, roots, logs, brush, vegetation, rubbish and other objectionable matter from the designated portions of the right-of-way and from authorized borrow areas.

On areas required for roadway, channel or structural excavation, all stumps, roots, etc., shall be removed to a minimum depth of one foot below the existing ground surface, except that where excavated material is used as construction material, all organic matter and/or rubbish will be removed to the extent necessary to prevent such objectionable matter becoming mixed with the material to be used in construction.

TECHNICAL SPECIFICATIONS

SECTION SD110 - SITE EXCAVATION

SD110.01 DESCRIPTION: This section shall govern the furnishing of all labor, equipment, materials, tools and incidentals necessary to perform the required excavation within the limits of the site, the removal, proper utilization, and/or disposal of all excavated materials; and the construction, shaping, and finishing of all earthwork on the entire length and width of the sitework and approaches to same in conformity with the required lines, grades and cross-sections (including drainage ditches) as shown on the Plans and in accordance with specification requirements herein outlined. Prior to commencing excavation all clearing and grubbing shall be complete in excavation areas.

SD110.02 CLASSIFICATION: Unless classification of excavation is indicated on the Plans or so determined by the Engineer, these specifications shall include all materials encountered regardless of their nature or the manner in which they are removed.

SD110.03 CONSTRUCTION METHODS: All excavation shall be performed as specified herein and the completed sitework shall conform to the established lines, grades, and cross sections.

In constructing the specified sitework all suitable excavated materials shall be utilized insofar as practicable. Excavated materials shall be removed, utilized or disposed of as follows:

A. Excavated material, suitable and necessary for site fill shall be utilized in that manner.

B. Excavated material suitable but not necessary for construction of the required sitework, may, at the option of the Engineer, be disposed of by depositing in or on designated "waste" areas. Or, if so authorized, the Contractor may dispose of such material to his best advantage.

C. Excavated material unsuitable for incorporation into the required sitework and unsatisfactory for "waste" disposal shall be disposed of off-site in a location determined by the Contractor.

During the construction period the site slopes, grades, and ditches shall be maintained in such condition as to insure proper drainage at all times.

TECHNICAL SPECIFICATIONS

SECTION SD140 - EMBANKMENT

SD140.01 DESCRIPTION: This section shall govern the placement and compaction of all materials obtained from the site, borrow locations, channels, and structural excavation for utilization in the construction of embankments.

SD140.02 CONSTRUCTION METHODS:

(l) General: Prior to placing any embankment, all "Clearing and Grubbing" operations shall have been completed on the excavation sources and areas over which the embankment is to be placed. Stump holes or other small excavations in the limits of the embankments shall be backfilled with suitable material and thoroughly tamped by approved methods before commencing embankment construction. The surface of the ground, including plowed loosened ground, or surface roughened by small washes or otherwise, shall be restored to approximately its original slope by blading or other methods and, where indicated on the Plans or required by the Engineer, the ground surface thus prepared shall be compacted by sprinkling and rolling.

Unless otherwise indicated on plans the surface of the ground of all unpaved areas other than rock which are to receive embankment shall be loosened by scarifying or plowing to a depth of not less than four inches. The loosened material shall be recompacted with the new embankment as hereinafter specified.

Where indicated on plans or directed by the Engineer, the surface of hillsides to receive embankment shall be loosened by scarifying or plowing to a depth of not less than four inches, or cut into steps before embankment materials are placed. The embankment shall then be placed in layers, as hereinafter specified, beginning at the low side in part width layers and increasing the widths as the embankment is raised. The material which has been loosened shall be recompacted simultaneously with the embankment material placed at the same direction.

Where embankments are to be placed adjacent to or over existing roadbeds, the roadbed slopes shall be plowed or scarified to a depth of not less than six inches and the embankment built up in successive layers, as hereinafter specified, to the level of the old roadbed before its height is increased. Then, if directed, the top of the roadbed shall be scarified and recompacted with the next layer of the new embankment. The total depth of the scarified and added material shall not exceed the permissible depth of layer.

Trees, stumps, roots, vegetation or other unsuitable materials shall not be placed in embankment. Except as otherwise required by the plans, all embankment shall be constructed in layers approximately parallel to the finished grade of the roadbed and unless otherwise specified each layer shall be so constructed as to provide a uniform slope of l/4 inch per foot from the center line of the roadbed to the outside, except that on superelevated curves each layer shall be constructed to conform to the superelevation required by the governing standard.

Embankments shall be constructed to the grade established by the Engineer and completed embankments shall correspond to the general shape of the typical sections shown on the plans and each section of the embankment shall correspond to the detailed section or slopes established by the Engineer. After completion of the roadway, it shall be continuously maintained to its finished section and grade until the project is accepted.

(2) Earth Embankments: Earth embankments shall be defined as those composed principally of material other than rock, and shall be constructed of accepted material from approved sources.

Except as otherwise specified, earth embankments shall be constructed in successive layers for the full width of the individual roadway cross section and in such lengths as are best suited to the sprinkling and compaction methods utilized.

Layers of embankment may be formed by utilizing equipment which will spread the material as it is dumped, or they may be spread by blading or other acceptable methods from piles or windrows dumped from excavating or hauling equipment in such amounts that material is evenly distributed.

No material placed in the embankment by dumping in a pile or windrow shall be incorporated in a layer in that position, but all such piles or windrows shall be mixed by blading or similar methods. Clods or lumps of material shall be broken and the embankment material mixed by blading, harrowing, disking or similar methods.

Water required to bring the material to the moisture content necessary for maximum compaction shall be evenly applied and it shall be the responsibility of the Contractor to secure a uniform moisture content throughout the layer by such methods as may be necessary.

Compaction of embankments shall be obtained by the method described below.

(3) Compaction: Each layer shall be compacted to the required density by suitable equipment as hereafter described. The depth of layer, prior to compaction, shall not exceed that depth which will produce six inch compacted layer. Prior to and in connection with the rolling operation each layer shall be brought to the moisture content necessary to obtain the required density and shall be kept leveled with suitable equipment to insure uniform compaction of the entire layer.

For each layer of earth embankment and select material, it is the intent of this specification to provide the density as required herein, unless otherwise shown on the plans. Embankment soils shall be sprinkled as required and compacted to the extent necessary to provide not less than 95 percent of Modified A.A.S.H.T.O. density (A.S.T.M. Method D1557). Field density determinations will be made in accordance with approved methods.

When the Contractor submits each layer of earth embankment or select material for approval prior to placement of the next layer, tests as considered necessary by the Engineer will be made by an approved testing laboratory at the expense of the Contractor. If the material fails to meet the density specified, the course shall be reworked as necessary to obtain the specified compaction, and the compaction method shall be altered o subsequent work to obtain specified density. Such procedure shall be determined by, and subject to, the approval of the Engineer.

Should the embankment, due to any reason or cause, lose the required stability, density, or finish before the pavement structure or base is placed, it shall be recompacted and refinished at the sole expense of the Contractor. Excessive loss of moisture in the embankment shall be prevented by sprinkling, sealing or covering with a subsequent layer of granular material. Excessive loss of moisture shall be considered to exist when the soil moisture content is more than four percent below the optimum for the density specified.

SD140.03 SELECTION OF MATERIALS: In addition to the requirements in the roadway excavation section of the specifications which cover the general selection and utilization of materials to improve the roadbed, embankments shall be constructed in proper sequence to receive the select material layers shown on plans, with such modifications as may be directed by the Engineer. The layer of embankment immediately preceding the upper layer of select material shall be constructed to the proper section and grade within a tolerance of not more than 0.10 foot from the established section and grade when properly compacted and finished to receive the select material layer.

TECHNICAL SPECIFICATIONS

SECTION SD164 - SEEDING FOR EROSION CONTROL

SD164.0l DESCRIPTION: "Seeding for Erosion Control" shall consist of preparing ground, providing and planting seed, or a mixture of seeds, of the kind specified along and across such areas as are designated on the plans and in accordance with these specifications.

SD164.02 MATERIALS: All seed used must carry a Texas Testing Seed Label showing purity and germination, name and type of seed that the seed meets all requirements of the Texas Seed Law. Seed furnished shall be of the previous season's crop and the date of analysis shown on each tag shall be within 9 months of the time of delivery to the project. Each variety of seed shall be furnished and delivered in separate bags or containers. A sample of each variety of seed shall be furnished for analysis and testing when directed by the Engineer.

The specified seed shall equal or exceed the following percentages for purity and germination:

COMMON NAME	SCIENTIFIC NAME	PURITY	GERMINATION
Bermuda Grass	Cynodon dactylon	95%	90%
Rye Grass	Lolium multiflorum	95%	85%
Buffalo Grass	Buchloe dactyloides	40%	40%
Blue Grama Grass	Bouteloua gracilis	30%	75%
Side-Oats Grama Grass	Bouteloua curtependula	20%	50%
Little Bluestem Grass	Andropogon scoparius	20%	50%
Big Bluestem Grass	Andropogon furcatus	20%	50%
K-R Bluestem Grass	Andropogon species	20%	50%
Buffel Grass	Pennisetum ciliare	90%	75%
Sudan Grass	Sorghum vulgare var. Sundanense	80%	80%
Dropseed Grass	Sporobolus Texanus	90%	60%
Western Wheat Grass	Agropyron Smithii	65%	65%
Yellow Glover	Melilotus officinalis	90%	90%
Oats	Avena sativa	85%	85%

Planting Season: All planting shall be done between the dates specified for each type except as specifically authorized in writing.

The seeds planted per acre shall be of the type specified with the mixture, rate and planting dates as follows:

Type 1.	Bermuda Grass, hulled	8 lb.	April through Sept.
Type 2.	Buffel Grass	10 lb.	March through May
Type 3.	Rye Grass	35 lb.	Sept. through Jan. 15
Type 4.	Bermuda Grass, unhulled	12 lb.	
	Rye Grass	30 lb.	Sept. through Jan. 15
Type 5.	Bermuda Grass, hulled	8 lb.	
	Sudan Grass	10 lb.	Feb. through May
Type 6.	Blue Grama	15 lb.	
	Side-oats Grama	4 lb.	
	Western Wheat	5 lb.	
	Yellow Clover	4 lb.	
	Dropseed Grass	4 lb.	
	Sudan Grass	8 lb.	March through May

Type 7. Mixture, rate, and planting dates as shown on plans. Fertilizer shall conform to the requirements of the item, "Fertilizer".

SD164.03 CONSTRUCTION METHODS: After the designated areas have been completed to the lines, grades and cross sections shown on the plans and as provided for in other items of this contract, seeding of the type specified shall be performed in accordance with the requirements hereinafter described.

1. Watering. The seeded areas shall be watered as directed by the Engineer so as to prevent washing of slopes or dislodgement of the seed.

2. Finishing. Where applicable, the shoulders, slopes, ditches shall be smoothed after seed bed preparation has been completed and shaped to conform to the cross sections previously provided and existing at the time planting operations were begun.

SD164.04 BROADCAST SEEDING: The seed or seed mixture in the quantity specified shall be uniformly distributed over the areas shown on plans or where directed. If the sowing of seed is by hand rather than by mechanical methods, the seed shall be sown in two directions at right angles to each other. Seed and fertilizer may be distributed at the same time provided the specified uniform rate of application for both is obtained.

"Finishing: as specified under Article 3 is not applicable since no seed bed preparation is required.

SD164.05 DISKED SEEDING: The soil over the area shown on the plans, or as directed to be seeded, shall be loosened to a minimum depth of 3 inches, and all particles in the seed bed shall be reduced to less than 1 inch in diameter or they shall be removed. The area shall then be finished to line and grade as specified under "finishing" in Article 3.

The seed or seed mixture specified shall then be planted at the rate required and the application shall be made uniformly. If the sowing of seed is by hand, rather than by mechanical methods, the seed shall be sown in two directions at right angles to each other. Seed and fertilizer may be distributed at the same time provided the specified uniform rate of application for both is obtained. After planting, the seed shall be raked or harrowed into the soil to a depth of approximately l/8 inch. The planted area shall be rolled with a corrugated roller of the "Cultipacker" type. All rolling of slope area shall be on the contour.

TECHNICAL SPECIFICATIONS

SECTION SD166 - FERTILIZER

SD166.01 DESCRIPTION: "Fertilizer" shall consist of providing and distributing fertilizer over such areas as are designated on the plans and in accordance with these specifications.

SD166.02 MATERIALS: All fertilizer used shall be delivered in bags or containers clearly labeled showing the analysis. The fertilizer is subject to testing by the State Chemist in accordance with the Texas Fertilizer Law. A pelleted or granulated fertilizer shall be used with an analysis of 12-12-12 for 16-8-8 or having the analysis shown on the plans. The figures in the analysis represent the percent of nitrogen, phosphoric acid, and potash nutrients respectively as determined by the methods of the Association of Official Agricultural Chemists.

In the event it is necessary to substitute a fertilizer of a different analysis, it shall be a pelleted or granulated fertilizer with a lower concentration. The total amount of nutrients furnished and applied per acre shall equal or exceed that specified for each nutrient.

SD166.03 CONSTRUCTION METHODS: When an item for fertilizer is included in the plans and proposal, pelleted or granulated fertilizer shall be applied uniformly over the area specified to be fertilized and in the manner directed for the particular item or work. The fertilizer shall be dry and in good physical condition. Fertilizer that is powdered or caked will be rejected. Distribution of fertilizer for the particular item of work shall meet the approval of the Engineer.

Unless otherwise indicated on the plans, fertilizer shall be applied uniformly at the average rate of 300 pounds per acre for all types of "Sodding for Erosion Control" and 400 pounds per acre for all types of "Seeding for Erosion Control".

TECHNICAL SPECIFICATIONS

SECTION SD204 - SPRINKLING

SD204.01 DESCRIPTION: This section shall govern the authorized application of water on those portions of roadway shown on the Plans or as directed by the Engineer.

SD204.02 CONSTRUCTION METHODS: The Contractor shall furnish and operate approved sprinklers equipped with positive and rapidly working cutoff valves and approved spray bars which will insure the distribution of water in a uniform and controllable rate of application. The Contractor shall apply the water in the required quantity where shown on the Plans and/or as directed by the Engineer.

TECHNICAL SPECIFICATIONS

SECTION SD210 - ROLLING

SD210.01 DESCRIPTION: This section shall govern the equipment used for compaction of subgrade, sub-base, base or asphaltic concrete pavements by the operation of approved power rollers, tamping rollers or pneumatic tired rollers as herein specified and/or as directed by the Engineer.

210.02 EQUIPMENT:

(1) Subgrade, Sub-base and Base:

(a) Pneumatic Tired Rollers: Large pneumatic tired rollers shall be of a type having five or more tires, with each tire capable of being inflated to a pressure of 100 pounds per square inch. Total weight of the unit when loaded shall be not less than twenty-five tons. The load shall be equally distributed to all wheels and the tires shall be uniformly inflated.

Small pneumatic tired rollers shall consist of not less than nine pneumatic tired wheels running on axles in such a manner that the rear group of tires will not follow in the track of the forward group and mounted in a rigid frame and provided with a body suitable for ballast loading. The wheelbase of the roller shall be not less than five nor more than ten feet. The front axle shall be attached to the frame in such a manner that the roller may be turned within a minimum circle. The pneumatic tired roller under working conditions shall have an effective rolling width of approximately sixty inches and shall be so designed that by ballast loading the load may be varied uniformly from a minimum of 100 to a maximum of 400 pounds per inch of width of tire tread.

The tire pressure and compression to be provided by the pneumatic roller shall be as directed by the Engineer. Pneumatic tired rollers shall be drawn by either a suitable crawler type tractor, a pneumatic tired tractor, or a truck of adequate tractive effort, or may be of the self-propelled type, and the roller when drawn or propelled by either type of equipment shall be considered a pneumatic tired roller unit.

Unless otherwise directed, pneumatic tired rollers shall be operated within a speed range from two to four miles per hour.

(b) Tamping Rollers: Tamping rollers shall consist of two metal rollers, drums or shells of forty inches minimum diameter; each not less than forty-two inches in length and unit-mounted in a rigid frame in such a manner that each roller may oscillate independently of the other; and each roller, drum or shell shall be surmounted by metal studs with tamping feet projecting not less than seven inches from the surface and spaced not less than seven inches from the surface and spaced not less than six nor more than ten inches measured diagonally center to center; and the cross-sectional area of each tamping foot measured perpendicularly to the axis of the stud, shall be not less than five nor more than eight square inches. The roller shall be supplemented with cleaning teeth to provide self cleaning. The roller shall be so designed that by ballast loading, the load on each tamping foot may be varied uniformly from 125 to 175 pounds per square inch of cross-sectional area. The load per tamping foot will be determined by dividing the total weight of the roller by the number of tamping feet in one row parallel to (or approximately so) the axis of the roller. The compression to be provided shall be as directed by the Engineer. The tamping roller shall be drawn by suitable power equipment of adequate tractable effort. Two tamping rollers, consisting of four cylinders, drawn by approved power equipment shall be considered a roller unit. Unless otherwise directed, tamping rollers shall be operated within a speed range of two to three miles per hour.

(2) Hot Mix Asphaltic Concrete Pavement:

(a) Power Flat Wheel Rollers: Power flat wheel rollers shall be self-propelled and shall be of the three wheel or tandem type, weighing not less than five tons nor more than twelve tons. Power flat wheel rollers shall be operated with a speed range from two to three miles per hour and/or as directed.

(b) Pneumatic Tired Rollers: Pneumatic tired rollers for hot mix asphaltic concrete pavement shall conform to the specifications as noted above for pneumatic rollers.

SD210.03 CONSTRUCTION METHODS: The compaction shall be accomplished by the methods outlined in the specifications on Subgrade, Sub-base, Base and Flexible Pavement. Tracked or lugged equipment will not be allowed on pavements at any time. In the event the indicated rollers are not sufficiently weighted, nor have sufficient tire inflation capacity, to produce the required degree of compaction, additional larger size rollers will be required at no additional expense to the Owner.

Sufficient rollers shall be provided to compact the material in a satisfactory manner.

TECHNICAL SPECIFICATIONS

SECTION SD400 - EXCAVATION AND BACKFILL FOR STRUCTURES

SD400.01 DESCRIPTION: This section shall govern the excavation for construction to the lines, grades and extent indicated on the Plans of any and all structures and subsequent backfill of these structures.

SD400.02 CONSTRUCTION METHODS: Excavation shall extend a sufficient distance from walls and footings to allow for form, installation of services, and for inspection, except where concrete for walls and footing is authorized or required to be deposited directly against excavated surfaces. Where the excavation is made below the elevations indicated on the drawings or directed by the Engineer, the excavation shall be restored to the proper elevation with lean concrete or other selected material, at the expense of the Contractor.

In order that the Engineer may judge the adequacy of a proposed foundation, the Contractor, if requested, shall make soundings to determine the character of the subgrade materials. The maximum depth of such soundings will not be required to exceed five feet below the proposed footing grade. It is the intent of this provision that soundings shall be made at the time the excavation in each foundation is approximately complete.

The final elevation to which a foundation is to be constructed shall be as shown on the drawings or as raised or lowered by written order from the Engineer when such alterations are judged proper to satisfactorily comply with design requirements of the structure. Should it be found necessary to increase the depth of footings from that shown on the drawings the necessary alterations in the details or the structure shall be accomplished in a manner as directed by the Engineer, who shall have the right to substitute revised details if necessary.

When a structure is to rest on an excavated surface other than rock, special care shall be taken not to disturb the bottom of the excavation, and removal of the last material required to reach foundation final grade shall not be performed until just before the footing is to be placed.

All rocks or other hard foundation material shall be cleaned of all loose material and cut to a firm surface either level, stepped, or serrated, as directed by the Engineer. All seams shall be cleaned out and filled with concrete at the time the footing is placed.

Water encountered in excavations shall be attended to by the Contractor who shall do all bailing, pumping, and dewatering at his expense so that foundations and all other structures may be "constructed in the dry".

Earth from excavations shall be used to backfill around structure as required. Earth from excavation not required for backfill shall be disposed on areas within reasonable proximity to the project site. Excavated material required to be used for backfill may be deposited by the Contractor in storage piles at points convenient for rehandling the material during the backfilling operations. The location of storage pile shall be subject to the approval of the Engineer.

TECHNICAL SPECIFICATIONS

SECTION SD420 – CONCRETE
(Not for Pavement Structure)

SD420.01 GENERAL: The work covered by this section includes furnishing all materials and equipment and performing all necessary labor to do all concrete work shown on the drawings or incidental to the proper execution of the work, as herein after specified as directed by the Engineer.

SD420.02 COMPOSITION: Concrete shall be composed of cement, fine aggregate, coarse aggregate and water so proportioned and mixed as to produce a plastic, workable mixture in accordance with all requirements under this section and suitable to the specific conditions or placement.

SD420.03 CLASSIFICATION: Except where required to meet special conditions, all concrete shall be Class "A" or Class "C", meeting the requirements of 2004 TxDOT Specification Item 421 as designated on the drawings.

SD420.04 STRENGTH: The mixes will be designed to secure concrete having the following compressive strength at the age of 28 days, as determined by breaking standard 6-inch diameter by 12-inch height test specimens in accordance with the procedure set forth in ASTM Designations C31-69 and C39-66:

Class	Minimum Average for any 5 consecutive cylinders	Minimum for any one cylinder
A	3,000 lbs. per sq. in.	3,000 lbs. per sq. in.
C	3,600 lbs. per sq. in.	3,100 lbs. per sq. in.

SD420.05 HIGH-EARLY STRENGTH CONCRETE: High-early strength concrete made with high-early strength Portland cement or other special cements shall be used only when specifically authorized by the Engineer. The 7-day compressive strength of concrete of any class, when made with high-early strength cement shall be at least equal to the specified minimum 28-day compressive strengths for that class. All provisions of these specifications, except for cement, shall be applicable to such concrete. High-early strength cement shall be approved by the Engineer before use.

SD420.06 CEMENT:

(1) Portland Cement: Portland cement shall conform to ASTM C-150 Type I or Type III, except as specified in subparagraph (2) below.

(2) High-early Strength Portland Cement: Cement for high-early strength concrete shall conform to Federal Specification SS-C-201, or ASTM C-150, Type III.

(3) Special Test Requirements: Cement shall be tested by a recognized testing laboratory or agency satisfactory to the Engineer. Samples to be tested shall be taken at the mill. The Contractor shall arrange and pay for the testing and shall furnish the Engineer certified copies of all test reports. No cement shall be used until notice has been given by the Engineer that the test results are satisfactory. Cement which has been stored for more than 4 months after being tested shall be retested by the Contractor at his own expense before use. Ordinarily, no cement shall be used until after it has satisfactorily passed both the 7 and 28-day tests, but in cases of emergency the Engineer may waive the 28-day tests and permit the use of cement which has satisfactorily passed the soundness and 7-day tests, provided it is the product of a quarry and mill having an established reputation for the production of high-grade cement.

SD420.07 FINE AGGREGATE:

(1) Composition: Fine aggregate shall be natural sand.

(2) Quality: Fine aggregate shall consist of hard, strong, durable and uncoated particles.

(3) Grading: The grading shall conform to the following requirements:

Sieve Size	Percent Retained by Weight
3/8" Sieve	0
No. 4 Sieve	0-5
No. 8 Sieve	0-20
No. 16 Sieve	15-50
No. 30 Sieve	35-75
No. 50 Sieve	65-90
No. 100 Sieve	90-100
No. 200 Sieve	97-100

(4) Deleterious Substances: The substances designated below shall not be present in excess of the following amounts:

	Percent by Weight
Clay Lumps	0.5
Material removed by decantation from aggregates, not more than	4.0
Other deleterious substances such as coal, shale, coated grains and soft flaky particles	2.0

(5) Mortar Strength: Mortar specimens made 1 part cement to 3 parts of the fine aggregate shall have a compressive strength at 28 days of at least 90 percent of the strength of similar specimens made with Ottowa sand having a fineness modulus of 2.40 + 0.10.

(6) Tests: When given ASTM C-40 test for organic impurities the color shall not be darker than the standard. Mineral filler may be added to sand if approved by the Engineer.

SD420.08 COARSE AGGREGATE:

(1) Composition: Coarse aggregate shall be gravel or crushed stone suitably prepared.

(2) Quality: Coarse aggregate shall consist of hard, tough and durable particles free from adherent coating. It shall contain no vegetable matter, nor soft, friable, thin or elongated particles in quantities considered deleterious by the Engineer. The substance designated shall not be present in excess of the following amount by weight:

Deleterious substances including friable, thin, elongated or laminated pieces	3.0%
Soft fragments	3.0%
Clay lumps	1/4%
Removed by decantation	1%
The sum of all deleterious ingredients exclusive of that removed by decantation, shall not exceed	5%

When the material removed by decantation consists essentially of crusher dirt the maximum amount permitted may be raised to 1 1/2%. Aggregate which has disintegrated or weathered badly under exposure conditions similar to these which will be encountered by the work under consideration, shall not be used. When crushed stone is used the crusher shall be equipped with a screening system which will entirely separate the dust from the stone and convey it to a separate bin.

(3) Size: Coarse aggregate shall be well graded from fine to coarse to that concrete of the required workability, density and strength can be made without the use of an excess amount of sand, water or cement. When tested by approved methods, the coarse aggregate shall conform to the following grading requirements:

Concrete	Percent passing on each Sieve								
	2-1/2"	2"	1-1/2"	1"	¾"	½"	3/8"	No. 4	No. 8
Class A			100	95-100		25-60		0-10	0-5
Class A (extruded curbs)						100	95-100	20-65	0-10
Class C					100	90-100	40-70	0-15	0-5

(4) Tests: Where the concrete in the finished work will be exposed to contact with aggressive soils or waters, or other destructive agents as determined by the Engineer, the coarse aggregate shall be subjected to the sodium sulphate accelerated soundness test in accordance with ASTM Designation C 88 and failure to pass such test shall be cause for rejection of the aggregate. However, aggregate failing to pass this test may be used with the approval of the Engineer, provided it has given satisfactory service for a period of not less than five (5) years under exposure conditions similar to those to which it will be subjected in the proposed work.

SD420.09 WATER: The water used in mixing concrete shall be fresh, clean and free from injurious amounts of oil, acid, alkali or organic matter.

SD420.10 STORAGE:

(l) Cement: Immediately upon receipt, at the site of the work, cement shall be stored in a thoroughly dry, weather tight, and properly ventilated building or barge, with adequate provisions for the prevention of the absorption of moisture. Storage shall be such as to permit easy access for inspection and definite identification of each shipment.

(2) Aggregate: The fine aggregate and each size of the coarse aggregate shall be stored separately and in such manner as to be free to drain and to avoid the inclusion of any foreign material in the concrete. Stock piles of coarse aggregates shall be built in horizontal layers to avoid segregation. Aggregates shall be protected from freezing and the inclusion of frost, and heating of aggregates may be required as directed by the Engineer when concreting is performed in cold weather.

SD420.11 PROPORTIONING:

(1) Control: The exact proportions of all material entering into the concrete shall be as directed by the Engineer. The Contractor shall provide all equipment necessary positively to determine and control the actual amounts of all materials entering the concrete. The proportions will be changed whenever in the opinion of the Engineer, such change becomes necessary to obtain the specified strength and the desired durability, density, uniformity, and workability, and the Contractor will not be compensated because of such change except that he will be compensated for an increase in the specified minimum unit cement content as stated in subparagraph (3) below, when such increase is authorized by the Engineer.

(2) Measurement: All materials shall be measured by weight or volume as directed by the Engineer. One (1) bag of cement will be considered as 94 pounds in weight, or one (1) cubic foot loose, in volume, and one (1) gallon of water as 8.33 pounds.

(3) Maximum water / cement ratio: Each cubic yard of concrete shall contain no more than the following maximum water / cement ratios by weight:

Class "A" - 0.60
Class "C" - 0.45

(4) Water Content:

(a) An increase in the maximum water content to improve workability will not be permitted unless comparative tests under job conditions show conclusively that such increase in water content will not result in a decrease in concrete strength and durability and provided further that such increase does not exceed one (1) gallon per cubic yard.

(5) Aggregate Content: The total volume of aggregates to be used in each cubic yard of concrete shall be than necessary to produce a dense mixture of the required workability as determined by the Engineer.

(6) Admixtures: Admixtures may be used only with the approval of the Engineer.

SD420.12 MIXING AND PLACING:

(1) Equipment: The Contractor shall operate one or more approved batch-type mixing plants. The rating capacity of any individual mixer shall be one-half (1/2) cubic yard or more. The mixing plant or plants shall be provided with adequate equipment and facilities for accurate measurement and control of all materials and water for readily changing the proportion to conform to the varying conditions of the work, in order to produce concrete of the required uniform strength and workability. The plant or plants shall include provisions to facilitate the inspection of all operations at all times and shall be subject to the approval of the Engineer.

(2) Ready-Mixed Concrete: At the option of the Contractor, ready-mixed concrete may be used in lieu of concrete mixed at the job. All mixing requirements specified herein for concrete mixed at the site shall be enforced and the Engineer shall have free access to the mixing plant at all times.

(3) Time: The minimum time for mixing each batch, after all materials are in the mixer, shall be one and one-half (1 1/2) minutes. The mixer shall revolve a minimum of twelve (12) revolutions after all materials have been placed herein, and at a uniform speed. Neither the speed nor the volume capacity of the mixer shall exceed those recommended by the manufacturer. Excessive overmixing, requiring additions of water to preserve the required consistency, will not be permitted.

(4) Conveying: Concrete shall be conveyed from mixer to forms as rapidly as practicable and by methods which will prevent segregation or loss in ingredients. It shall be deposited as nearly as practical in its final position. Chutes used shall be such that the concrete slides in them and does not flow. Chutes, if permitted, shall have a slope of less than 1 on 2. Where a vertical drop greater than five (5) feet is necessary, placement shall be through elephant trunks or similar devices to prevent segregation.

(5) Placing: Concrete shall be placed before initial set has occurred, and in no event after it has contained its water content for more than thirty (30) minutes. Unless otherwise specified, all concrete shall be placed upon clean, damp surfaces, free from running water, or upon properly consolidated fills, but never upon soft mud or dry porous earth. The concrete shall be compacted and worked in an approved manner into all corners and angles of the forms and around reinforcement and embedded fixtures in such a manner as to prevent segregation of the coarse aggregate. Construction of forms for the lifts of vertical walls shall be such as to make all parts of the walls easily accessible for the placement, spading and consolidation of the concrete as specified herein.

(6) Vibration: All concrete shall be placed with the aid of mechanical vibrating equipment as approved by the Engineer. Vibration shall be transmitted directly to the concrete, and in no case shall it be transmitted through the forms. The duration of vibration at any location in the forms shall be held to the minimum necessary to produce thorough compaction.

(7) Finish: All top surfaces, other than slabs, not covered by forms and which are not to be covered by additional concrete of fill shall receive a wood float finish without additional mortar. Care shall be taken that no excess water is present when this finish is made. Other surfaces shall be brought to finish elevations and left true and regular.

(8) Construction Joints: Construction joints shall be formed as indicated in the drawings or as approved or directed by the Engineer. Where indicated or required, dowel rods shall be used. All concrete at the joint shall have been in place not less than twelve (12) hours, and longer if so directed by the Engineer, before concrete resting thereon is placed. Before placing is resumed, or commenced, all excessive water and laitance shall be removed and the concrete shall be cut away, where necessary, to insure a strong dense concrete at the joint. In order to secure adequate bond the surface of the concrete already in place shall be cleaned and roughened and shall then be spread with a 1/2 inch layer of mortar of the same cement sand ratio as is used in the concrete, immediately before the new concrete is deposited.

(9) Existing Concrete Structures: In those instances where existing concrete structures are modified or extended, the concrete used in the modification shall contain an approved non-shrinkage additive. Concrete surfaces which will be in contact with new construction shall be roughened and cleaned prior to placing of the new concrete. These surfaces shall be wetted and painted with a thin coat of neat cement mortar, or cement epoxy, at the direction of the Engineer, immediately in advance of placing of concrete.

SD420.13 CURING AND PROTECTING:

(1) Curing: All concrete shall be kept wet for a period of seven (7) days unless otherwise specifically prescribed by the Engineer, by covering with water, an approved water-saturated covering, or other approved method which will keep all surfaces continuously wet.

(2) Membrane Curing: When, in the opinion of the Engineer, satisfactory results can be obtained by membrane curing, permission will be given to the Contractor to substitute an approved curing compound for the water curing specified. If a curing compound is used it shall be applied in two (2) coats and it shall be of such composition that it will adhere to fresh, damp concrete and form a thoroughly bonded, dense, continuous, water-tight membrane which will not run or sag and will dry satisfactorily within three hours after application. The coverage shall not exceed 300 square feet per gallon per coat and shall be applied in a uniform coat with approved pressure-spraying equipment. The compound used shall contain at least 30 percent of non-volatile solids. Samples consisting of at least one gallon, of any compound proposed for use shall be sent to a laboratory designated by the Engineer, if required, at least 30 days previous to the date upon which it is proposed to use the material. If concrete has become dry, it shall be thoroughly moistened with water, immediately previous to application of the compound. When curing compound is used on surfaces to which new concrete is to be bonded, any compound film remaining at the expiration of the curing period shall be carefully removed by sand blasting or the adequate use of steel wire brooms or brushes.

(3) Protection from the Sun: All concrete shall be adequately protected from injurious action of the sun in a manner satisfactory to the Engineer.

(4) Protection in Cold and Freezing Weather: In cold weather concrete shall be mixed and placed only when the temperature is at least 40 deg. F and rising, unless permission for placement of concrete is obtained from the Engineer, in which event all materials shall be heated in a manner approved by the Engineer. In freezing weather, suitable means shall be provided for maintaining the concrete at a temperature of at least 50 deg. F for not less than 72 hours after placing, or until the concrete has thoroughly hardened. The methods of heating the materials and protecting the concrete shall be subject to approval of the Engineer. Salt, chemicals or other foreign materials shall not be mixed with the concrete for the purpose of preventing freezing.

SD420.14 FORMS:

(1) Materials: Forms shall be of wood, steel or other approved material. All exposed surfaces shall be constructed with forms lined with plyboard masonite, steel or other smooth material specifically approved. Surfaces or not exposed may be formed with tongue-and-groove lumber or lined forms as mentioned above. The type, size, shape, quality and strength of all materials of which the forms are made shall be subject to the approval of the Engineer.

(2) Construction: Forms shall be built true to line and grade, and shall be mortar-tight and sufficiently rigid to prevent displacement or sagging between supports. Responsibility for their adequacy shall rest with the Contractor. Form surfaces shall be smooth and free from Form surfaces shall be smooth and free from irregularities, dents, sags, or holes when used for permanently exposed faces. Bolts and rods used for internal ties shall be so arranged that, when the forms are removed, all metal will be not less than 2 inches from any concrete surface. Wire ties will not be permitted where the concrete surface will be exposed to weathering and discoloration will be objectionable. All forms will be so constructed that they can be removed without hammering or prying against the concrete. Unless otherwise indicated, suitable molding shall be placed to bevel or round exposed edges, at expansion joints and any other points as may be required by the Engineer.

(3) Coating: Forms, other than those having absorptive form lining for exposed surfaces shall be coated with a non-staining mineral oil which shall be applied shortly before the concrete is placed. Forms for unexposed surfaces may be thoroughly wetted in lie of oiling, immediately before the placing of concrete except that in freezing weather oil shall be used.

(4) Removal: Forms shall not be removed without the approval of the Engineer and all removal shall be accomplished in such manner as will prevent injury to the concrete. Forms shall not be removed before the expiration of the minimum number of days indicated below, except when specifically authorized by the Engineer. When, in the opinion of the Engineer, conditions on the work are such as to justify it, forms may be required to remain in place for longer or shorter periods.

Beams and slabs	10 days
Columns and piers	7 days
Walls and vertical faces	2 days

(5) Form Lining for Buildings: In addition to the requirements for work specified above, the forms for walls of buildings which will be visible in the finished structure shall be lined with pressed wood sheets, absorptive form lining or approved equal. Such lining shall be applied directly to the sheeting. Forms for window and door jams, and their flat or arched soffits shall be lined also and the corner intersections champfered. Jointing of the lining shall be neat and close and no patch pieces, cleats nor blocking will be permitted. Overrun of lining shall be trimmed to secure proper fit to adjoining surfaces. Lining with bruises, imprints, or hammer marks shall not be used.

SD420.15 REINFORCEMENT:

(1) General: The Contractor shall furnish and install all reinforcement, including rods, fabric and structural shapes, as indicated on the plans or otherwise required. All bar reinforcement shall be open hearth new billet steel of structural, intermediate, or hard grade or shall be rail concrete reinforcement. Billet steel shall conform to applicable ASTM Designation A615.

Rail Steel reinforcement shall conform to applicable ASTM Designation A-616 (bars produced by the piling method not acceptable) or the reinforcement may conform to the requirements of Federal Specification QQ-B71, and Amendment 1, dated December 1940. Unless otherwise indicated, all bars shall be Type B (deformed), Grade 2, 3, 4, or 5 wire mesh. All welded wire fabric reinforcement shall conform to ASTM Designation A-185-68. All reinforcement shall be

when surrounding concrete is placed, entirely free from rust, scale, grease or other coating which might destroy or reduce its bond with concrete. Shop drawings, lists and placing details shall be furnished by the Contractor when required.

(2) Minimum Spacing of Rods: The clear distance between parallel rods shall be not less than 1 1/2 times the diameter of round rods, or twice the side dimensions of square rods unless specifically authorized, shall in no case be less than one inch. Splices may be tied together if 45 Diameters lap is provided.

(3) Protective Covering:

(a) All main reinforcement in sewer conduits, culverts, wall and column footings and similar structures, embedded in earth or submerged in water shall be placed not less than 3 inches from any concrete surface, unless otherwise set forth.

(b) All main reinforcement in beams, slabs, and wall or culverts and bridges, and similar structures of comparatively thin sections, exposed to the weather shall be placed not less than 2 inches from any concrete surface, unless otherwise set forth.

(c) All main reinforcement in walls and slabs of buildings exposed to the weather and in fire-resistant construction, shall be placed not less than one inch from the surface in walls and slabs, 1 1/2" in floor beams, and 2" in girders and columns. In interior flat slab construction, the minimum cover may be reduced to 3/4 inch. For interior work where fire hazard does not exist, the main reinforcement shall be placed not less than 3/4 inch from the surface in walls and slabs, one inch on floor beams and 1 1/2 inches in girders and columns.

(d) The covering of stirrups, spacer-rods, and similar secondary reinforcement may be reduced by the diameter of such rods. The above dimensions shall be measured from the face of the reinforcement to the face of the forms.

(4) Splicing: Where splices in reinforcement, in addition to those indicated, are necessary, there shall be sufficient lap to transfer the stress by bond, as may be directed. Rods shall be lapped not less than 40 diameters and splices shall be staggered. The lapped end of rods shall be separated sufficiently or connected properly to develop the full strength of the rod. Adjacent shoots of mesh reinforcement shall be spliced by lapping not less than six inches, the lapped ends being securely wired together.

(5) Supports: All reinforcement shall be secured in place true to the lines and grades indicated, by the use of metal or concrete supports, spacers or ties as approved by the Engineer. Such supports shall be of sufficient strength to maintain the reinforcement in place throughout the concreting operation, and shall be used in such a manner that they will not be exposed on the face of, nor in any way discolor or be noticeable in the surface of the finished concrete. The costs of furnishing and placing all supports, spacers, ties and/or other devices required, shall be included in the contract prices for the various types of reinforcement specified.

(6) Protection for Future Use: Exposed reinforcement intended for bonding with future work shall be protected from corrosion by heavy wrapping of burlap saturated with bituminous material.

SD420.16 EMBEDDED ITEMS: Before placing concrete, care shall be taken to determine that any embedded metal or wood parts are firmly and securely fastened in place as indicated. They shall be thoroughly clean and free from coating, rust, scale, oil, or any foreign matter. The embedding of wood in concrete shall be avoided whenever possible, metal being used instead. If wood is allowed, it shall be thoroughly wetted before the concrete is placed.

SD420.17 EXPANSION AND CONTRACTION JOINTS: Expansion and contraction joints shall be constructed at such points and of such dimensions as may be indicated on the drawings or required by the Engineer. The method and materials used shall be subject to the approval of the Engineer. Unless otherwise indicated on the drawings, or required by the Engineer, expansion joints shall be made by the use of an approved premolded mastic expansion joint fill or 1/2 inch in thickness and of width as shown on the drawings.

(1) Asphalt Mastic Strips (preformed) shall be composed of approximately 75% asphalt, 15% fibre and 10% mineral matter.

(2) Mastic for Poured Joints shall be composed of refined asphaltic pyrobitumen and natural asphalt bitumens, with or without suitable plasticisors, and volatile solvent, contain at least 2.0% inert filler and show no tendency to separate or as shown on the drawings.

(3) Waterstops for construction joints shall consist of a durable, elastic, cured rubber compound or polyvinyl chloride capable of effectively sealing joints in concrete against the infiltration of moisture, such as "Servicised" or equal, all subject to the approval of the Engineer.

SD420.18 SURFACE FINISH: All exposed concrete surfaces, except floors and roof decks shall receive a first rubbing to remove all blemishes. Where necessary, a second rubbing with a finer stone will be required.

TECHNICAL SPECIFICATIONS

SECTION SD464 – STORM DRAINAGE
(REINFORCED CONCRETE PIPE)

SD464.1 GENERAL

This section shall govern reinforced concrete culvert, storm drain, pipe and precast reinforced concrete box sections.

SD464.2 REINFORCED CONCRETE CULVERT, STORM DRAIN, AND PIPE

A. General: Materials and work shall be in accordance with the Texas Department of Transportation Standard Specifications for Construction of Highways, Streets, and Bridges, 2004 edition.

Unless otherwise shown on the plans, all culverts shall be a minimum of 18" diameter Class III tongue and groove joint RCP conforming to the referenced specification.

Joints shall be wrapped with filter fabric for a distance of 12" on each side of the joint. Joint shall be sealed with RamNek or approved joint sealer.

Reinforced concrete pipe shall conform to the current specifications for Reinforced Concrete Culvert, Storm Drain, and Sewer Pipe, ASTM Designation C76 (C 76M) of the class as designed on the plans subject to the following modifications:

All pipe shall be machine-made by a process which shall provide for uniform placement of zero slump concrete in the form and compaction by mechanical devices which shall assure a dense concrete in the finished product.

Sizes larger than 60" diameter shall be manufactured, using two lines of circular reinforcement.

Where Class III pipe of sizes larger than 60" (1500 mm) diameter are specified, the manufacturer may at its option furnish pipe manufactured with either Wall "B" or Wall "C": minimum thicknesses and the applicable minimum steel area as listed for circular cages in Table II of Reinforced Concrete Culvert, Storm Drain, and Sewer Pipe, ASTM Designation C 76 (C 76M), provided test strength requirements for Class III pipe are satisfactorily met.

B. Joints: Pipe to be placed along curves shall consist of whatever pipe joint lengths or beveled end joints of pipe, or combination thereof that are required to place the pipe on the designated centerline curve with no more than one-half of the tongue length of the pipe exposed from its fully closed joint position. The amount of bevel, "drop" or shortening of the pipe joint length by the bevel shall not exceed the amount shown below for the pipe sizes indicated.

Pipe Diameter	Maximum Amount of Bevel or Drop
From 12" to 27" inclusive	2"
From 30" to 51" inclusive	3"
From 54" to 84" inclusive	4"

Where pipe joints are not fully closed, special care shall be taken to fill completely, on both inside and outside, the entire annular space at the joint with cement mortar firmly caulked or pressed and compacted to form a dense, tight joint. Unless otherwise specified on the plans or in the special provisions, pipe joints shall be made with cold applied preformed plastic gaskets.

The gasket sealing the joint shall be produced from blends of refined hydrocarbon resins and plasticizing compounds reinforced with inert mineral filler and shall contain no solvents, irritating fumes nor obnoxious odors.

C. Tests: The acceptability of the pipe in all diameters and classes shall be determined by the results of the three-edge bearing test for the load to produce a 0.01 inch crack; but such material tests as are required in Reinforced concrete culvert, Storm Drain, and Sewer Pipe, ASTM Designation C 76 (C 76M), by absorption tests on selected samples from the wall of the pipe; and by inspection of the finished pipe to determine its conformance with the design prescribed in these specifications and its freedom from defects.

Test specimens shall be selected on the basis of not more than 0.5 percent of the number of pipe of each size included in the order, except that in no case fewer than two specimens shall be furnished. Pipes that have been tested only to the formation of a 0.01 inch crack and that meet the 0.01 inch test load requirements shall be accepted for use. Tested pipe accepted for use shall be marked "TEST" or otherwise appropriately identified. Should any of the test specimens fail to meet the test requirements, two consecutive joints in the same mix series shall be tested and results shall be a basis of accepting or rejecting the pipe of the series.

All classes or strengths of reinforced concrete pipe shall be tested in accordance with the current specifications for concrete Pipe, Sections, or Tile, ASTM Designation C 497 (C497M).

D. Rejection: Reinforced concrete pipe may be rejected for failure to meet any of the requirements of this specification.

SD464.3 PRECAST REINFORCED CONCRETE BOX SECTIONS

Precast reinforced concrete box sections shall conform to the current specifications for Precast reinforced concrete box Sections for culverts, Storm Drains, and Sewers, ASTM Designation C 1433, as specified on the Plans. Two-piece box culverts, if approved by the Owner, must meet or exceed the load requirements of ASTM C 1433.

SD464.4 STORM DRAIN CONDUIT INSTALLATION

A. Description: This item shall govern and control the furnishing and placing of culvert pipe and/or conduits or storm drainage lines, including pipe fittings, connecting drain line to curb inlets, all joints, all connections to new or existing pipe or headwalls, manholes, catch basins, etc., to the lines and grades shown on the plans. All pipe and fittings shall be of the types, shapes, classes, sizes and dimensions as shown thereon; and as may be required to complete the work as shown on the plans.

SD464.5 REINFORCED CONCRETE CULVERT PIPE

A. General: This item shall govern and control the furnishing and placing of reinforced concrete culvert pipe.

B. Materials:

1. General. Except as modified herein, materials, manufacture and design of pipe shall conform to ASTM Designation C 76 for circular Pipe or ASTM Designation C 506 for Arch Pipe. All pipe shall be machine made or cast by a process which shall provide for uniform placement of the concrete in the form and compaction by mechanical devices which shall assure a dense concrete. Concrete shall be mixed in a central batch plant or other approved batching facility from which the quality and uniformity of the concrete can be assured. Transit mixed concrete shall not be acceptable for use in precast concrete pipe.

2. Design. The pipe shall be Class III unless otherwise indicated on the plans. The shell thickness, the amount of circumferential reinforcement, and the strength of the pipe shall conform to the requirements of ASTM Designation C 76 for Circular Pipe or C 506 for Arch Pipe, except as modified as follows:

   (a) All pipe shall be machine made by a process which shall provide for uniform placement of zero slump concrete in the form and compaction by a mechanical devices which shall assure a sense concrete in the finish.

   (b) Sizes larger than 60-inch diameter shall be manufactured using two lines of circular reinforcement.

   (c) When Class III pipe of sizes larger than 60-inch diameter is specified on plans, minimum "Wall B" shell thickness shall apply, and the minimum steel areas as listed for two circular cages under Table II may be submitted at the manufacturer's option, for those listed in Table III, provided test strength requirements for Class III pipe are satisfactorily met.

3. Physical Test Requirements. The acceptability of the pipe shall be determined by the results of the three-edge-bearing test for the load to produce the one-hundredth (0.01) inch crack and the ultimate load; by such material tests as are required in ASTM Designation C 76 or C 506; by absorption tests on selected samples from the wall of the pipe; and by inspection of the finished pipe to determine its conformance with the design prescribed in these specifications and its freedom from defects. Three-edge-bearing tests for the one-hundredth inch crack only shall be performed on eight-tenths percent of the pipe joints. Three-edge-bearing tests for both the one-hundredth inch crack and the ultimate load shall be performed on two-tenths percent of the pipe joints.

   Pipe which has been tested only to the formation of a one-hundredth inch crack and meet the requirements for this test shall be accepted for use. Tested pipe accepted for use shall be marked "TEST" or otherwise appropriately identified so that such may be used at the end of the structure or other location not subject to impact loads. The methods of testing shall conform to ASTM Designation C 76 or C 506.

   As an alternate to the three-edge-bearing test, concrete pipe 60 inches in diameter and over may be accepted, at the option of the manufacturer, on the basis of material tests and inspection of the completed product. Acceptability of pipe on this basis shall be determined by the results of material tests as required in ASTM Designation C 76 or C 506; by crushing tests on cores taken from the barrel of the completed and cured pipe; by absorption tests on samples from the wall of the pipe; and by inspection of the finished pipe, including amount and placement of reinforcement, to determine its conformance with the design prescribed in these specifications and its freedom from defects.

   The manufacturer shall furnish facilities and personnel for taking the cores from the pipe barrel and for determining the compressive strength of the samples. When the cores cut from a section of pipe successfully meet the strength requirement, the core-holes shall be plugged and sealed by the manufacturer in a manner such that the pipe section shall meet all of the test requirement of ASTM Designation C 76 or C 506. Pipe sections, so sealed, shall be accepted for use.

4. Sizes and Permissible Variations.

   (a) Variations. Variations in diameter, size, shape, wall thickness, reinforcement, placement of reinforcement, laying length and the permissible underrun of length

shall be in accordance with the applicable ASTM Specification for each type of pipe as referred to previously.

(b) Rubber Gasket Pipe Joints. Where rubber gasket pipe joints are to be used, the design of joints and permissible variations in dimensions shall be in accordance with ASTM Designation C 443, Section 5 and 6.

5. Workmanship and Finish. Pipe shall be substantially free from fractures, large or deep cracks and surface roughness. The ends of the pipe shall be normal to the walls and centerline of the pipe within the limits of variations allowed as stated previously.

6. Curing. Pipe shall be cured in accordance with the applicable ASTM Specification for each type of pipe as referred to above.

7. Pipe Marking. The following information shall be clearly marked on each section of pipe:

(a) the class of pipe.

(b) the date of manufacture

(c) the name of trademark of the manufacturer.

(d) where elliptical reinforcement is used, one end of each section or joint of pipe shall be clearly marked during the process of manufacture or immediately thereafter on the inside and the outside of opposite walls to show the location of the "top" or "bottom" of the pipe as it should be installed. Markings shall be indented on the pipe section or painted thereon with waterproof paint.

"Top" and "bottom" shall not be required on pipe having such an external shape that the correct position of the top and bottom is obvious.

8. Rejection of Pipe. Pipe shall be subject to rejection on account of failure to conform to any of the specification requirements.

All rejected pipe shall be plainly marked by the engineer and shall be replaced by the Contractor with pipe which meet the requirements of these specifications. Such rejected pipe shall be removed immediately from the site of the work.

9. Jointing Materials. Unless otherwise specified on the plans or in the special provisions, pipe joints shall be made with cold applied preformed plastic gaskets.

The gasket sealing the joint shall be produced from blends of refined hydrocarbon resins and plasticizing compounds reinforced with inert mineral filler and shall contain no solvents, irritating fumes nor obnoxious odors. The gasket joint sealer shall not depend on oxidizing, evaporating nor chemical action for its adhesive or cohesive strength; and shall be supplied in extruded rope-form of suitable cross section. The size of the plastic gasket joint sealer shall be in accordance with the manufacturer's recommendations and sufficient to obtain the squeeze out as described under Part III, "Construction Methods". The gasket joint sealer shall be protected by a suitable removable two-pied wrapper. The two-piece wrapper shall be so designed that one-half may be removed longitudinally without disturbing the other half to facilitate application as noted below.

The chemical composition of the gasket joint sealing compound as shipped shall meet the following requirements when tested in accordance with the test methods shown.

Composition	Test Method	Analysis
Bitumen (petroleum plastic content), % by weight	ASTM Designation D4	50-70
Ash-Inert Mineral Matter, % by weight	AASHO Designation T-111	30-50
Volatile Matter at 325° F, % by weight	ASTM Designation D6	2.0 Max.

The gasket joint sealing compound when immersed for 30 days at ambient room temperature separately in five percent solution of caustic potash, a mixture of five percent hydrochloric acid, a five percent solution of sulfuric acid, and a saturated H_2S solution, shall show no visible deterioration.

The physical properties of the gasket joint sealing compound as shipped shall meet the requirements shown in the following table:

Property	Test Method	Typical Analysis
Specific Gravity at 77° F	ASTM D 71	1.20 - 1.35
Ductility @ 77° F (cm), min.	ASTM D 113	5.0
Softening Point °F	ASTM D 36	320° F, min.
Penetration		
32° F. (300g) 60 sec., min.	ASTM D 217	75
77° F. (150g) 5 sec.	ASTM D 217	50 -120
115° F (150g) 5 sec, max.	ASTM D 217	150
Flashpoint C.O.C., °F.	ASTM D 92	600
Fire Point C.O.C., °F.	ASTM D 92	625.

C. Construction Methods:

1. Excavation and Embedment. All excavation and pipe embedment shall conform to the requirements of Section UC2.

2. Installation of Pipe. The Contractor shall furnish, at his own expense, and place in position as directed by the Engineer all necessary batter boards, string lines, plummets, graduated poles, etc. required in establishing and maintaining the lines and grades. The batter boards and all location stakes must be protected from possible damage or change of location.

   (a) Trench Location. All pipe and fittings shall be laid and jointed in a dry trench.

   (b) Pipe Laying. Unless otherwise authorized by the Engineer, the laying of the pipe on the prepared foundation shall be started at the outlet or downstream end with the spigot or tongue end of the pipe joint pointing downstream. Laying shall proceed toward the inlet or upstream end with each abutting section of pipe properly matched, true to the established lines and grades. Approved facilities shall be provided for hoisting and lowering the sections of pipe or the sides of the trench. The ends of the pipe shall be carefully cleaned before the pipe is placed in the trench. As each length of the pipe is laid, the open end shall be protected to prevent the entrance of earth or bedding material. The pipe shall be fitted and matched so that when laid in the prepared bedding, it shall form a smooth, uniform conduit. When elliptical pipe with circular reinforcing, or circular pipe with elliptical reinforcing, is used, the pipe shall be laid in the trench in such a position that the markings "top" or "bottom" shall not be more than five degrees from the vertical plane through the longitudinal axis of the pipe.

3. Jointing. Joints using cold applied preformed plastic gaskets shall be made as follows:

A suitable primer of the type recommended by the manufacturer of the gasket joint sealer shall be brush applied to the tongue-and-groove joint surfaces and the end surfaces and allowed to dry and harden. No primer shall be applied over mud, sand or dirt or sharp cement protrusions. The surface to be primed must be clean and dry when primer is applied.

Before laying the pipe in the trench, attach the plastic gasket sealer around the tapered tongue or tapered groove near the shoulder or hub of each pipe joint. Remove the paper wrapper from one side only of the two-piece wrapper on the gasket and press it firmly to the clean, dry pipe-joint surface. The outside wrapper is not to be removed until immediately before pushing the pipe into its final position.

Then the tongue is correctly aligned with the flare of the groove, remove the outside wrapper on the gasket and pull or push the pipe home with sufficient force and power (backhoe shovel, chain hoist, ratchet hoist or winch) to cause the evidence of squeeze-out of the gasket material on the inside or outside around the complete pipe joint circumference. Remove any joint material that pushed out into the interior of the pipe that would tend to obstruct the flow. (Pipe shall be pulled home in a straight line with all parts of the pipe on line and grade at all times.)

Pipe damaged by this operation shall be subject to review by the Owner and, if necessary, a change in the jointing procedure may be required. Backfilling of pipe laid with plastic gasket joints may proceed as soon as the joint has been inspected and approved by the engineer. Special precautions shall be taken in placing and compacting backfill to avoid damage to the joints.

When the atmospheric temperature is below 60 deg F., plastic joint seal gaskets shall either be stored in an area warmed to above 70 deg F., or artificially warmed to this temperature in a manner satisfactory to the engineer. Gaskets shall then be applied to pipe joints immediately prior to placing the pipe in the trench, followed by connection to previously laid pipe.

4. Backfill. All backfill of pipe trenches shall be in accordance with Section UC2.

5. Fittings for Concrete Pipe.

   (a) Poured Concrete Pipe Collars. At all changes in pipe sizes in the conduit line, except at manholes, a pipe collar, as shown in detail on the plans, shall be provided. The locations at which such collars are to be provided are shown on the plan-profile sheets, and their costs are to be included in the price offered for furnishing and installing reinforced concrete pipe. No extra payment shall be made for the installation of concrete pipe collars as shown on the plan-profile sheets.

   (b) Shop and Field Fabricated Wyes, Tees, Crosses and Bends. Shop or field fabricated wyes, tees, crosses or bends shall be furnished and installed where indicated on the plans or required by the Engineer. Fittings for pipe, the largest size of which is less than 24 inches in diameter, shall be shop fabricated. Fittings for larger pipe, which is 24 inches in diameter and increasingly larger, may be field fabricated. Care shall be taken in the fabrication that the concrete walls of the pipe are broken back only enough to provide the required finished opening. The reinforcing mech or bars in each pipe shall be joined by bending, twisting or spot welding, which shall provide a rigid connection. Concrete or mortar (as specified in this Section) shall be wiped over the reinforcing wires connecting the two-pipe joints, compacted by light blows, shaped to the contour of the pipe barrels, lightly brushed for finish and cured under wet burlap.

(c) Poured Concrete Pipe Plugs. When conduit lines terminate at locations which do not include connection to drainage structures, the end of the pipe shall be plugged with a field-cast unit as shown on the plan-profile sheets; and the costs thereof are to be included in the price offered to furnish and install reinforced concrete pipe. No extra payment shall be made for the installation of concrete pipe plugs as shown on the plan-profile sheets.

SD464.6 STORM SEWER APPURTENANCES

A. Description: This section shall govern for the construction of all miscellaneous storm sewer structures such as junctions, transitions, special concrete manholes, creek crossings, river crossings, utility supports; and for the construction of appurtenances such as manholes, cleanouts, deep-cut connections, wyes, stoppers and bulkheads, fittings and such other miscellaneous structure or appurtenances which may be shown on the plans.

B. Materials: All materials used in the construction of work specified in this section shall conform to the applicable sections of these specifications.

Unless otherwise specified, all concrete shall have an average compressive strength of 28 days equal to or greater than 3000 psi.

C. Construction Requirements: The construction of reinforced concrete storm sewer structures including junctions, transitions, special concrete manholes, vaults and such other similar structures as may be covered by this specification shall be performed in accordance with the requirements of these specifications.

Excavation shall be made to the required depth and of sufficient width to construct the work to grade, form and dimensions. All soft and yielding materials shall be removed and replaced with acceptable materials. The subgrade shall be moistened to a minimum depth of two inches before placing of the concrete. All formed surfaces of the concrete exposed to public view shall be given a rubbed finish. All other formed surfaces shall be given the "ordinary horizontal finish". Corrosion protection shall be applied as may be called for on the plans or the proposal and shall be measured for payment and paid for at the contract price as set out in the invitation for offers.

SD464.7 STORM SEWER MANHOLES

Storm sewer manholes shall be fabricated in different configurations to meet with specific needs required in the storm sewer system.

A. General Construction: Unless specified otherwise, standard manholes shall be constructed as monolithic concrete structures or as a precast reinforced concrete structure.

1. Standard Manhole. Standard Manholes shall meet the following requirements:

(a) Standard manholes shall be water-containment structures. Therefore, when precast reinforced concrete manhole sections are used, the precast sections shall be of the bell-and-spigot design incorporating trapped O-ring gaskets, or tongue-and-groove with premolded plastic gasket joint. Prior to placing each section of manhole riser or cone, the bells and spigots to be joined shall be thoroughly cleaned, the O-ring gasket properly placed, lubricated and the joint pushed home.

(b) In precast manhole construction, combinations of joint lengths shall be selected to minimize the number of individual segments required to provide the total depth

specified. Long joints shall be used in the bottom with the shorter segments utilized for top adjustments.

(c) Poured-in-place manholes may be used in lieu of precast manholes. The base, wall and cone shall be poured and vibrated to assure a monolithic structure free from infiltration.

(d) Standard manhole shall be four feet inside diameter and shall be constructed to the proper elevation as required and to a depth of at least six feet above the invert of the sewer main(s) or lateral(s) in the system.

2. Shallow Manhole. Shallow manholes shall be constructed for specific locations in a storm sewer system for depth less than six feet when specifically designated on the project plans, or when so directed by the Owner. Pipe cradling, formed invert, etc., shall be constructed as described under "Standard Manhole" preceding.

3. Drop Manhole. Drop manholes shall be constructed in accordance with the detail provided in the project documents. The basic construction for drop manholes shall be identical to that described for standard manholes preceding with special provisions incorporated to provide drop piping and appurtenance as detailed.

4. Type "S" Manhole. Type "S" manholes shall be constructed in accordance with the plans and these specifications for materials and construction.

B. Specified Requirements: Specified requirements include the following:

1. The first full joint of pipe extending from the manhole shall be cradled in concrete to the pipe joint in the same pour as that for the manhole base slab as shown on the plans.

2. For all manhole installations in streets, the manhole covers shall be provided with picks slots in lieu of pick holes. If the rim elevation above the surrounding ground is prohibited by land use or other reasons, a cover with a pick slot as described for used in street locations shall be used.

C. Test Requirements: Each manhole or water-containment vault structure shall be required to contain water from rim elevation with a range exfiltration as specified below:

Allowable Leakage = 0.008 gal/sq.ft. opening/ft. depth/Hr.

TECHNICAL SPECIFICATIONS

SECTION SD471 - FRAMES, GRATES, RINGS, AND COVERS

SD471.01 DESCRIPTION: This item shall govern for furnishing and installing frames, grates, rings and covers for inlets, manholes and other structures in accordance with the plans and this item.

SD471.02 MATERIALS: Welded steel grates and frames shall conform to the member size, dimensions and details shown on the plans and shall be welded into an assembly in accordance with those details. Steel shall conform to the requirements of ASTM A36 or equal.

Castings, whether Carbon-Steel, Gray Cast Iron or Ductile Iron shall conform to the shape and dimensions shown on the plans and shall be clean substantial castings, free from sand or blow holes or other defects. Surfaces of the castings shall be free from burnt-on sand and shall be reasonably smooth. Runners, risers, fins, and other cast-on pieces shall be removed from the castings and such areas ground smooth. Bearing surfaces between manhole rings and covers or grates and frames shall be cast or machined with such precision that uniform bearing shall be provided throughout the perimeter area of contact. Pairs of machined castings shall be match-marked to facilitate subsequent identification at installation.

Steel castings shall conform to the requirements of the specifications for "Mild to Medium Strength Carbon Steel Castings for General Application", ASTM A27. Grade 70-36 shall be furnished unless otherwise specified.

Cast iron castings shall conform to the requirements of "Gray Iron Castings", ASTM A48, Class 30.

Ductile iron castings shall conform to the requirements of "Ductile Iron Castings", ASTM A536. Grade 60-40-18 shall be used unless otherwise specified.

Commercial type frames, rings, risers and/or appurtenances may be used with prior approval of the Engineer.

Manhole lids and covers shall be Bass & Hayes.

Mill test reports or manufacturer's certification shall be furnished to the Engineer for each lot or shipment.

SD471.03 CONSTRUCTION METHODS: Frames, grates, rings and covers shall be constructed in accordance with the details shown on the plans and shall be installed to the lines and grades indicated on the plans or as directed by the Engineer.

All welding shall conform to the requirements of Item 448, "Structural Field Welding". Grates and covers shall be tack welded to the frame or ring when directed by the Engineer.

All bolts and nuts shall be galvanized. Commercial grade galvanizing will be acceptable.

SECTION MP

MEASUREMENT AND PAYMENT

TECHNICAL SPECIFICATIONS

SECTION MP - MEASUREMENT AND PAYMENT

MP.1. GENERAL: This section of the specifications covers the components to be a portion of each pay item as may or may not be listed in the Proposal Form and is furnished to aid the Contractor in preparing his offer. Of necessity, the items described as components of the various items are discussed in a general manner only, describing the major pieces of equipment and/or materials. Failure to list all items and/or appurtenances does not relieve the Contractor from furnishing all apparatus, devices, labor, or materials of whatever nature required for a complete and operating installation in accordance with the intent of the Drawings, approved Shop Drawings, and these Specifications.

MP.2. ITEM DESCRIPTION: Tabulated in the paragraphs below are descriptions of the various items listed in the Proposal Form.

A. MOBILIZATION, BONDS AND INSURANCE: Item shall consist of furnishing all tools, equipment, materials, and labor necessary to mobilize, store, maintain, and de-mobilize equipment, materials, and related items, and to provide performance bonds, payment bonds, temporary water service deposits and fees, subcontractor permits, development permits, certificates of insurance, maintenance bond, and related work. Measurement and payment shall be lump sum as shown in the Bid Proposal.

B. TRAFFIC CONTROL AND BARRICADES: Item shall consist of furnishing all tools, equipment, materials, and labor necessary to install and maintain traffic control and barricades in accordance with the latest revision of the Texas Manual of Uniform Traffic Control Devices. Measurement and payment for this item shall be on a lump sum basis as shown in the Bid Proposal.

C. STORM WATER POLLUTION PREVENTION AND EROSION CONTROL PER TCEQ REQUIREMENTS: Item shall consist of furnishing all tools, equipment, materials, and labor necessary to provide, set up, maintain, and remove any and all storm water pollution prevention devices deemed necessary to comply with City and TCEQ requirements for storm water pollution prevention and to obtain and secure any and all necessary permits, construction site notices, documents, and other items and pay all fees necessary to comply with construction site notice or notice of intent / notice of termination requirements for project. Measurement and payment shall be on a lump sum basis as shown in the Bid Proposal.

D. EARTHWORK AND GRADING: Item shall consist of furnishing all tools, equipment, materials, and labor necessary for all earthwork grading in accordance with the plans and specifications. Item shall include any and all materials, labor, transporting, hauling, disposal, windrowing, compacting, shaping, blading, and other work necessary to grade the proposed ditch line in accordance with the Construction Plans. Item shall include all excavation, dewatering, compaction, dressing, grading, protection of subgrade, and related work. Measurement and payment shall be on a lump sum basis as shown in the Bid Proposal.

E. FURNISH & INSTALL TOPSOIL & WHOLE BLOCK SOD OM ALL DISTURBED AREAS: Item shall consist of furnishing all tools, equipment, materials, and labor necessary to provide a final landscaped surface in accordance with the construction plans including, but not limited to, excavation, grading, site preparation, topsoil placement (either on-site stockpiled topsoil or

imported topsoil), block sod to match existing grass or as specified by the owner, compaction, rolling, dressing, grading, fertilizing, mulching, watering, and related work. Contractor shall be responsible for watering the landscaped area until vegetation has been fully established. Measurement and payment shall be per square yard as shown in the Bid Proposal.

F. FURNISH AND INSTALL (SIZE) RCP, COMPLETE, IN PLACE: Item shall consist of furnishing all tools, equipment, materials, and labor necessary to provide a complete, operational reinforced concrete pipe culvert including, but not limited to, excavation, subgrade compaction, dewatering, trench safety systems, shoring, sheeting, formwork, bends, joint sealant, select material backfill, compaction, dressing, grading, and related work. Measurement and payment shall be per linear foot as shown in the Proposal.

G. OPEN CUT AND REPAIR EXISTING CONCRETE DRIVEWAY: Item shall consist of furnishing all materials, tools, equipment, and labor necessary to open cut the existing concrete driveway and install new concrete pavement in compliance with the Construction Plans and Technical Specifications. Item shall include any and all transporting, hauling, disposal, finishing, tooling, formwork, bracing, rubbing, steel reinforcement, dowels, joint materials, curing, and other work necessary. Proposed concrete shall be a minimum of 5” thick. Measurement and payment shall be per square yard as shown in the Proposal.

Request For Proposals

RFP: 2026-02

For

PARADISE BAY SUBDIVISION DRAINAGE, PHASE 2B
CITY OF TOOL
PROPOSALS DUE BY: November 9th, 2026

Completed By: Magers Excavation LLC

Date: November 9, 2026

Request for Proposals

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Request for Proposals

Project Checklist

Below you will see the attached project checklist, with documents that are to be provided for a complete, concise bid. For conciseness, bidders must submit this RFP in its complete form.

Project 2026-02: Paradise Bay Drainage Phase 1B Checklist	
Proposed Construction Duration	
Bidder Qualification Form	
Bid Price Form	✓
Itemized Bid Proposal	✓
Conflict of Interest Questionnaire	

Bids that are missing any of the items in the checklist will be deemed incomplete and not for consideration.

Project Overview

The City of Tool, Texas, hereafter called the City, is requesting sealed written Proposals for furnishing all labor, equipment, supervision, and incidentals for performing all Work required for the construction of a drainage project in the Paradise Bay Subdivision.

Questions regarding this Proposal must be to those listed below: Requests for clarification or additional information should be submitted in writing to the attention of Austin Lightle, by email to austin@hayesengineering.net or by phone at (903) 758-2010.

Julius Kizzee, City Administrator (903) 432-3522 jkizzee@tooltexas.org	Austin Lightle, Hayes Engineering (903) 758-2010 austin@HayesEngineering.net

The City of Tool is proposing a drainage construction project along Guam Street, in the Paradise Bay Subdivision in the City of Tool. This work shall be along public roadways and right-of-ways. The City would like to see this project have a useful life of at least ten (10) years and for several administrations.

Request for Proposals

The City will, in its sole discretion, determine the number of contracts awarded and may decide not to award any contracts. The submission requirements for this proposal are included in the attached RFP. If bidders choose, they can submit a hard copy of your sealed bid to:

Tool City Hall
701 N. Tool Drive
Tool, Texas 75143

Also, bidders can email their **completed bids** to contact@tooltexas.org.

The deadline for submissions is **11:59 pm on November 9th, 2026.** It is the responsibility of the submitting organization to ensure that the submission is received in a timely and efficient manner. Submissions received after the deadline will not be considered for award, regardless of whether or not the delay was outside the control of the submitting provider. Bids received must respond to all qualifications and specifications. The City reserves the right to negotiate with any and all service providers submitting timely proposals on all elements of bids.

The proposing organization shall use this RFP form as the official bid form to submit official bids. Any alterations, changes or deletions to this RFP shall be grounds for the City to disregard and reject the RFP and the bid. Additional pages needed for the official bid form should be attached as needed and should reference the questions to which a response applies.

The City reserves the right to reject any and all proposals, to waive any non-material irregularities in any RFP, and to accept or reject any item or combination of items. All costs incurred by the proposer in responding to the RFP shall be the responsibility of the proposer.

The City of Tool is an Affirmative Action/Equal Opportunity Employer. Section 3 Residents, Minority Business Enterprises, Small Business Enterprises, Women Business Enterprises, and Labor Surplus Area firms are encouraged to submit proposals.

City's Background

The City of Tool is a Type "A" General Law Municipality consisting of a Mayor and five City Council members. Regular City Council meetings are held on the third Thursday of each month at 6:00 pm at the Oran White Civic Center.

The City of Tool borders the beautiful Cedar Creek lake with about 14.5 miles of shoreline. This beautiful lake area offers majestic views, ideal fishing atmospheres, relaxing ambiance, and breath-taking sunsets. The City of Tool rests in Henderson County with a population of 2,633 as of the 2020 census.

Our City offers an exceptional school system, affordable living, and proximity to the Dallas-Ft. Worth Metroplex. Tool is a place where our mission is to work together to build a sense of community in a safe environment, while attracting quality growth in a family-oriented setting.

Request for Proposals

Scope of Work

The City of Tool is proposing a drainage construction project along Guam Street, in the Paradise Bay Subdivision in the City of Tool. This work shall be along public roadways and right-of-ways. The City would like to see this project have a useful life of at least ten (10) years and for several administrations.

The City of Tool will award the contractor who makes this a complete, fulfilled construction task. This includes all labor, materials, site preparation and equipment. Also, includes make-ready cleanup and daily job site cleanup. The City of Tool also assumes the contractor has visited the site and aware of all soil and site conditions before a bid is submitted.

The successful Bidder must furnish payment and performance bonds each in the amount of one hundred percent (100%) of the contract price from an approved Surety Company, to act as Surety.

All contractors are required to be registered with the City of Tool. All trades/contractors are required to remove their debris from the build site.

Target Deliverable Schedule

Final Project Due: **Winter 2026 – Spring 2027**

The expected project completion date is late 2026 to spring 2027. If this date needs to be adjusted, please include your readjusted proposed date, as well as your reasoning for shifting the schedule. All proposed date changes will be considered.

Schedule of Events:	
Bidding Period:	August 30th – November 9th at 11:59 p.m.
Bid Opening:	November 10th, 2026 at 10 a.m.
Contract Award at City Council Meeting:	November 19th, 2026 at 6 p.m.

Proposed Construction Duration

The bid of the undersigned bidder based upon the quantities shown and prices bid shown on the bid form proposes to complete the project, including all labor and material for the duration which includes all holidays and non-standard works days, per calendar days as noted:

All work in this bid will be substantially completed within **30** calendar days after the issuance of the permit.

Bidder: Magers Excavation LLC

Signed By: _____

Name Printed: _____

Request for Proposals

Proposed Construction Timeline

The bid of the undersigned bidder based upon the quantities shown and prices bid shown on the bid form, proposes to complete the project, including all labor and material, includes all holidays and non standard works days, per calendar days as noted between the period of:

_____ to _____

Signed By: _____

Name Printed: _____

Request for Proposals

Bidder Qualification Form

Relevant Experience

Bidder should have successfully completed (substantially on-schedule, on-budget) at least two projects of similar size and nature for which they are submitting qualifications. List projects on a separate sheet with the following information on each and attach hereto:

1. Experience/Qualifications of General Contractor

Provide information on the General Contractor(s) who is to complete 25% of more of the project in terms of cost, qualifications including information on Projects of similar scope in which the General Contractor(s) has been in charge of in the last five (5) years, or that demonstrate experience with similar Projects. Bidders may attach reference letters or pictures of work to support a General Contract's Experience/Qualifications.

Magers Excavation LLC is an established heavy civil construction company with 15 years of experience in excavation, earthwork, roadway construction, drainage improvements, and site development. As a General Contractor, we have successfully completed numerous projects exceeding $1 million in contract value. With a fleet of approximately 40 pieces of company-owned heavy equipment and a dedicated team of 8 employees, we have the resources, experience, and operational capabilities to manage and execute substantial construction projects. Our commitment to quality workmanship, efficient project management, and customer satisfaction has established a strong foundation for successfully delivering projects of varying size and complexity.

2. Other Factors:

Owner will consider other factors in evaluating Bids, including but not limited to the items indicated in the Request for Proposals. In this section, bidders may specify any recommendations/suggestions not included in the plans.

Has your company or company's General Contractor performed work with the City of Tool?

☐ Yes ☒ No

Please Describe if yes: _____

Request for Proposals

Bid Price Form

Construction Description: Provide a bid tabulation along with the items laid out in the Scope of Work attached hereto.

We, the undersigned, propose to furnish all materials, labor, and equipment for the completion of this project and guarantee that if we are awarded the bid, we will furnish the goods in accordance with the attached specification.

TOTAL LUMP SUM PROPOSAL PRICE: $ **$90,656.26** in US Dollars.

Alternate No. 1: DEDUCTION PROPOSAL PRICE: $ N/A in US Dollars.
(This section is for bidders who are suggesting "alternates" or "alternatives" related to suggested changes in the bid specifications for cost efficiency).

By submitting this proposal, the submitter understands that they must enter into an agreement with the City for the award of this contract at the chosen amount as listed above. The City of Tool may enter into a contract that restricts the total contract amount, total contract time, or number of accounts served.

BID PRICE IS GUARANTEED FOR 90 (NINETY) DAYS AFTER BID OPENING BY THE CITY OF TOOL.

The City of TOOL shall have the right to take such steps as it deems necessary to determine the ability of the bidder, to perform his obligations under the Contract and the bidder shall furnish the City of TOOL all such information and data for this purpose, as the City of TOOL may request it. The right is reserved to reject any bid where an investigation of the available evidence or information does not satisfy the City of TOOL, whereas the bidder is qualified to carry out properly the terms of the contract.

Bidder Rating Sheet

Request for Proposals

Recipient _____

Name of Respondent Magers Excavation LLC

Date of Rating _____

Evaluator's Name _____

Bidders will be judged on the basis of:

Evaluation of Factors		
		Percentage Allocation
Price of Bid		**-/30%**
General Contractor's Experience		**-/20%**
Relevant Experience to the Project		**-/15%**
Project Timeline		**-/15%**
Reputation of Business		**-/10%**
Past Relationship, if any, with the City of Tool		**-/10%**
Total:		**100%**

*Bidders will be based on the basis on the categories listed in the table above. Incomplete bids will not be considered for the award of a construction contract. *

Request for Proposals

Ratings Guidelines and Information

Price of Bid: 30%
- Proposed cost of construction, as listed in the Bid tabulation.

General Contractor's Experience: 20%
- The General Contractor shall provide examples of relevant work that has been performed in the last five years, to support their bid.
- Quality of respondent's work, based on recent and relevant project experience on similar assignments, demonstrating suitability to undertake work.

Relevant Experience to the Project: 15%
- The bidder must provide successful and relevant experience in projects with similar scopes. The respondent's successful experience in projects within the primary areas similar to the scope of work requested in this RFP will be under consideration.
- To better judge the respondent's previous work, the bidder should supply references of work and/or pictures.

Project Timeline: 15%
- Scope of time needed to complete the project

Reputation of Business: 10%
- The qualifications of the respondent in terms of experience, service capability and resources will be reviewed.

Past Relationship, if any, with the City of Tool: 10%
- Based on the past performance of both the individual personnel and the respondent, relevant to the City of Tool, the Council will determine if the respondent has the track record to provide the required services in successfully administering the project.

Request for Proposals

Contact Information

For questions or concerns connected to this RFP, we can be reached at:

Austin Lightle
Hayes Engineering
austin@hayesengineering.net
(903) 758-2010

Julius Kizzee
City Administrator
Jkizzee@tooltexas.org
(903) 432-3522 ext. 106

Attachments are made available on the next sheets

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of vendor who has a business relationship with local governmental entity.**

Magers Excavation LLC

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information is being disclosed.**

_____

Name of Officer

4 **Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

5 **Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

_____ _____ _____

Name of signatory Signature Date

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

(A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;

(B) a transaction conducted at a price and subject to terms available to the public; or

(C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

***

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds $2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than $100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

CITY OF TOOL, TEXAS

GUAM STREET DRAINAGE IMPROVEMENTS

BID PROPOSAL

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL PRICE
1	Mobilization, bonds, and insurance	1	LS	$ XXXXXXXX	$ 15,807.60
2	Traffic control and barracades	1	LS	$ XXXXXXXX	$ 2,006.25
3	Storm water pollution prevention & erosion control per TCEQ requirements	1	LS	$ XXXXXXXX	$ 1,878.35
4	Earthwork and grading	1	LS	$ XXXXXXXX	$ 16,490.82
5	Furnish & install topsoil & whole block sod in all disturbed areas	750	SY	$ 16.65	$ 12,487.50
6	Furnish and install 12" class III RCP	104	LF	$ 102.24	$ 10,632.96
7	Furnish and install 18" class III RCP	116	LF	$ 57.63	$ 6,685.08
8	Remove existing culvert	159	LF	$ 33.82	$ 5,377.38
9	Open cut and repair existing concrete driveway	76	SY	$ 253.82	$ 19,290.32
	TOTAL AMOUNT BID				$**90,656.26**

3B CONCRETE CONSTRUCTION LLC						Bid Item
Concrete Construction • DFW / East Texas						
Payment and performance bonds (100% each) + maintenance bond	006100	1.	LS	$2,725.80	$2,725.80	1 - Mobilization, bonds, insurance
Insurance (GL / auto / umbrella / builders risk allocation)	007300	1.	LS	$1,362.90	$1,362.90	1 - Mobilization, bonds, insurance
General Requirements					**$23,816.48**	
Texas sales/use tax on taxable materials (8.25%)	012900	1.	LS	$2,236.70	$2,236.70	1 - Mobilization, bonds, insurance
Permits, City contractor registration, driveway/ROW notices	013113	1.	LS	$519.20	$519.20	1 - Mobilization, bonds, insurance
SWPPP preparation, weekly inspections, maintenance, closeout	013543	1.	LS	$1,557.60	$1,557.60	3 - Storm water pollution prevention / erosion control
Equipment mobilization / demobilization (low-boy hauling)	015000	6.	EA	$292.05	$1,752.30	1 - Mobilization, bonds, insurance
Temporary facilities (sanitation, temp water)	015000	2.	MO	$324.50	$649.00	1 - Mobilization, bonds, insurance
Traffic control devices (signs, barricades, drums, cones) per TxMUTCD	015526	12.	DAY	$454.30	$5,451.60	2 - Traffic control and barricades
Flaggers (2 persons x 8 hr x 12 days)	015526	192.	HR	$36.34	$6,977.28	2 - Traffic control and barricades
Traffic control plan, set-up and take-down allowance	015526	1.	LS	$1,038.40	$1,038.40	2 - Traffic control and barricades
Construction staking (horizontal and vertical) - subsidiary per G1.7	017123	2.	DAY	$1,817.20	$3,634.40	1 - Mobilization, bonds, insurance
Existing Conditions					**$6,247.80**	
Remove existing culverts (124 LF Sheet 4 + 35 LF 12" CMP Sheet 5) - labour	024100	159.	LF	$9.35	$1,486.65	8 - Remove existing culvert
Excavator and truck for culvert removal	024100	159.	LF	$11.36	$1,806.24	8 - Remove existing culvert
Disposal of removed pipe at permitted facility (Gen. Note 8)	024100	159.	LF	$3.89	$618.51	8 - Remove existing culvert
Subsidiary relocations: remove 8 wood bollards, protect mailboxes/manhole, adjust 2 wat	024119	1.	LS	$2,336.40	$2,336.40	1 - Mobilization, bonds, insurance
Earthwork					**$27,269.14**	
Haul-off and disposal of excess spoil (off-site per G3.2)	312000	170.	CY	$18.17	$3,088.90	4 - Earthwork and grading
Ditch excavation, shaping, compaction, fine grade - labour (operator + 2 laborers)	312316	144.	HR	$46.73	$6,729.12	4 - Earthwork and grading
Excavator (120 size) - ditch cut and loading	312316	4.	DAY	$1,233.10	$4,932.40	4 - Earthwork and grading
Skid steer / small dozer - shaping, topsoil stockpile and spread	312316	6.	DAY	$584.10	$3,504.60	4 - Earthwork and grading
Dewatering allowance (pumps, discharge)	312319	1.	LS	$1,298.00	$1,298.00	4 - Earthwork and grading
Silt fence - material	312500	1,200.	LF	$1.30	$1,560.00	3 - Storm water pollution prevention / erosion control
Silt fence - install, maintain, remove	312500	1,200.	LF	$1.95	$2,340.00	3 - Storm water pollution prevention / erosion control
Rock filter dams / culvert-end protection - material	312500	16.	EA	$64.90	$1,038.40	3 - Storm water pollution prevention / erosion control
Rock filter dams / culvert-end protection - install and remove	312500	16.	EA	$51.92	$830.72	3 - Storm water pollution prevention / erosion control
Stabilized construction entrance - rock and fabric	312500	1.	EA	$1,168.20	$1,168.20	3 - Storm water pollution prevention / erosion control
Stabilized construction entrance - install, maintain, remove	312500	1.	EA	$778.80	$778.80	3 - Storm water pollution prevention / erosion control
Exterior Improvements					**$26,525.40**	
6" concrete 3000 psi, W2.1 6x6 mesh, 1/2" x 18" dowels @ 24", forms/curing/joints, select	321313	76.	SY	$57.44	$4,365.44	9 - Open cut and repair concrete driveway
Saw-cut, demolish, prep subgrade, place and finish concrete (3-person crew)	321313	76.	SY	$52.96	$4,024.96	9 - Open cut and repair concrete driveway
Concrete saw, skid steer w/ breaker, haul	321313	76.	SY	$29.21	$2,219.96	9 - Open cut and repair concrete driveway
Concrete rubble disposal	321313	76.	SY	$4.54	$345.04	9 - Open cut and repair concrete driveway
Topsoil 4" (50% imported / 50% on-site stockpile) and fertilizer	329113	750.	SY	$3.83	$2,872.50	5 - Topsoil and block sod
Whole-block sod (St. Augustine/centipede) incl. 5% waste	329223	750.	SY	$7.66	$5,745.00	5 - Topsoil and block sod
Topsoil spread, grade, lay and roll sod, watering to establishment	329223	750.	SY	$6.93	$5,197.50	5 - Topsoil and block sod
Skid steer / roller / water trailer	329223	750.	SY	$2.34	$1,755.00	5 - Topsoil and block sod
Utilities					**$23,151.08**	
12" Class III RCP, joint wrap and RamNek, Class II embedment	334113	104.	LF	$42.00	$4,368.00	6 - 12" Class III RCP
Install 12" RCP: excavate, bed, lay, backfill, compact (crew of 4)	334113	104.	LF	$32.00	$3,328.00	6 - 12" Class III RCP
Excavator, trench box, compactor, pump for 12" RCP	334113	104.	LF	$19.01	$1,977.04	6 - 12" Class III RCP
18" Class III RCP, joint wrap and RamNek, Class II embedment	334113	116.	LF	$60.00	$6,960.00	7 - 18" Class III RCP
Install 18" RCP: excavate, bed, lay, backfill, compact (crew of 4)	334113	116.	LF	$32.00	$3,712.00	7 - 18" Class III RCP
Excavator, trench box, compactor, pump for 18" RCP	334113	116.	LF	$24.19	$2,806.04	7 - 18" Class III RCP
Grand Total					**$111,098.60**	

City of Tool
City Council

City Council Agenda Request

Meeting Date Requested: November 19th, 2026

Requested By: Julius Kizzee, City Administrator

Department: Administration

Agenda Item No. **10**

Is this a Budgeted Item? ☐ Yes ☐ No

● Contract/Agreement ○ General Discussion ○ Ordinance ○ Report ○ Resolution

Attachments: Unsigned contract draft for Paradise Bay Drainage Phase 2B

Summary of Agenda Item to be considered:

The City Attorney advises the Council to approve an action before signing bidding contracts. In that respect, staff is requesting action to approve the City Administrator to execute all contract documents for the RFP 2026-02, Paradise Bay Subdivision Drainage Phase 2B, to the awarded bidder.

Agenda Item, as listed on the agenda:

Consider, Discuss and Take Action to authorize the City Administrator to execute all necessary contract documents for RFP 2026-02, Paradise Bay Subdivision Drainage Phase 2B

Recommended Motion to Consider:

"I move that we authorize the City Administrator to execute all necessary contract documents for RFP 2026-02, Paradise Bay Subdivision Drainage Phase 2B."

The deadline for agenda requests is by the end of the day on the first day of the month, prior to the scheduled Council Meeting. If you have any additional information you would like for Council to view, please attach it to this form. Please send this form to Kimberley Price, City Secretary when finished.

Signature of Sponsoring Officer

Julius Kizzee

Printed name of Sponsoring Officer

State of Texas

CONSTRUCTION CONTRACT AGREEMENT

Paradise Bay Subdivision Drainage Phase 2B

This Construction Contract Agreement (this "Agreement") is made as of the date of November 20th, 2026 by and between **City of Tool**, a General Type A Law entity located at **701 N Tool Dr. Tool Tx 75143** ("Client") and _____, a Texas limited liability company located in _____, _____ ("Contractor"). Client and Contractor may each be referred to in this Agreement individually as a "Party" and collectively as the "Parties."

The Parties agree as follows:

1. Description of Work. Contractor shall perform the following described work along Guam Street, in the Paradise Bay Subdivision, in the incorporated limits of the City of Tool, TX (the "Property"), in accordance with "RFP 2026-02; Paradise Bay Subdivision Drainage Phase 2B", this Agreement and any Change Order, as defined herein, (collectively, the "Contract Documents"):

The scope of works is as follows:

The City of Tool is proposing a drainage construction project along Guam Street, in the Paradise Bay Subdivision in the City of Tool. This work shall be along public roadways and right-of-ways. The City would like to see this project have a useful life of at least ten (10) years and for several administrations.

Industry terminology used in any Contract Documents which are not defined shall be interpreted as having the same meaning as that recognized in the construction industry in the area where the Property is located.

2. Contract Price and Payments. Client agrees to pay Contractor the total amount of _____ (the "Contract Price"). Payment of this amount is subject to additions or deductions in accordance with any mutually agreed to changes and/or modifications in the Work. Payment will be made by check, according to the following schedule:

- **$0** deposit, due upon the execution of this Agreement.
- Total balance due upon completion of the Work.

3. Certificate of Completion. Work under this Agreement shall begin within 10 business days upon the completion of this executed contract agreement and be completed in 90 days. Upon completion of the Work, Contractor shall notify Client that the Work is ready for final inspection and acceptance and Client shall make the final payment within three business (3) days after final inspection, unless another payment arrangement has been made and agreed upon in writing.

4. Materials and Labor. Contractor shall provide and pay for all labor and equipment, including tools, construction equipment, machinery, transportation and all other facilities and services, and all materials necessary for the completion of the Work. All materials shall be good quality and new, unless the Contract Documents require or permit otherwise. Contractor may substitute materials only with the prior written approval of Client.

5. Licenses and Permits. Client shall obtain all licenses and permits necessary for proper completion of the Work. Client is responsible for the cost of any necessary permits, plans, engineering or licenses.

6. Laws and Regulations. Contractor shall perform the Work in a workmanlike manner and in compliance with all applicable federal, state, and local laws, regulations and ordinances, trade standards, ethical guidelines and any safety requirements of Client (the "Applicable Laws"). Contractor shall promptly notify Client upon discovery of any variance between the Applicable Laws and the Construction Documents.

7. Supervision of Construction. Contractor shall be solely responsible for and shall supervise and direct all construction under this Agreement. Contractor shall provide competent and suitable personnel to perform the Work and shall at all times maintain good discipline and order at the Property. Client, shall have an authorized representative, listed below, who will supervise onsite of work. Contractor will at all times take all reasonable precautions for the safety of its employees and the public at the Property. Contractor agrees to assume full responsibility for the acts, negligence, and/or omissions of its employees and any subcontractors and their employees.

City's Authorized Representative: _____

Printed Name: _____

Title: _____

8. Record Documents. Contractor shall maintain in a safe place at the Property one record copy of all drawings, specifications, addenda, written amendments, and the like in good order and annotated to show all changes made during construction, which will be delivered to Client upon completion of the Work. Client shall have the right to inspect and review such documents upon notice to Contractor.

9. Utilities. Client shall pay for all permanent electric, water, phone, cable, sewer and gas service as needed to perform the Work. Client shall pay for the installation, connection and removal of all temporary utilities on the Property during the performance of the Work. All temporary utilities shall conform and adhere to the Applicable Laws.

10. Hazardous Materials. Except as otherwise provided in the Contract Documents, Contractor shall be responsible for all Hazardous Materials brought to the Property by Contractor. Hazardous Materials shall include radioactive materials, asbestos, polychlorinated biphenyls, petroleum products, crude oil, flammable materials, chemicals or solvents known to cause cancer or reproductive toxicity, pollutants, contaminants and toxic substances which are restricted, prohibited or regulated by any agency of government in its manufacture, use, maintenance, storage, ownership or handling. If Contractor discovers any Hazardous Materials on the Property, Contractor shall immediately notify Client and may cease working until the material or substance has been rendered harmless. Client shall defend, indemnify and hold harmless Contractor, any subcontractors, and their respective agents and employees from and against all claims, damages, losses and expenses, including attorney's fees, arising out of or resulting from contact with the Hazardous Substance in performance of the Work resulting in bodily injury, illness or death, or injury or property damage, *provided* such claim, damage, loss or expense is not the result of any negligent act or omission by the party seeking such indemnity.

11. Warranty. Contractor warrants that the Work shall be in accordance with the Contract Documents, applicable law and trade standards and free from material structural defects, improper workmanship or

defective materials. Contractor shall replace, correct or repair any Work not in accordance with the Contract Documents, applicable law and trade standards or any defects caused by faulty materials, equipment or workmanship for a period of one (1) year from the date of completion of the Work. Nothing in this Section 11 shall be construed to place a time limit with respect to any other obligation Contractor may have under this Agreement.

12. Condition of the Property. Contractor agrees to keep the Property and adjoining driveways free and clear of waste material and rubbish. Contractor shall confine the storage of materials and equipment and the operations of employees free from traveling residential areas, and shall not unreasonably encumber the Property with materials or equipment. Contractor shall be fully responsible for any damage to the Property or areas contiguous thereto resulting from the performance of the Work. At the completion of the Work, Contractor shall remove all waste materials, rubbish and debris from and about the Property as well as all tools, appliances, construction equipment and machinery, and surplus materials, and shall leave the Property clean. Contractor however is not responsible for any prior damages, leaks, breaks or any other condition of house that is present, known or unknown, prior to starting work. If there are any underlying issues that are present, yet unknown to contractor and or client, contractor will notify client of issue immediately with documentation of issue. Contractor shall also provide recommendations of remedy or repair and cost to resolve issue. Client understands that any issues that occur during construction (that is not at fault of contractor) is responsibility of the entity and may involve additional work and costs in addition to contract price at the entity's expense, if chosen to remedy or repair.

13. Inspection. Client shall have a right to inspect the Work at any time and request that Contractor promptly correct any Work that is defective or does not conform to the Contract Documents. If required, the Work shall be inspected and certified by the appropriate state or local agency or health officer at each necessary stage.

14. Right to Stop Work. If Contractor fails to correct any defective Work or repeatedly fails to perform the Work in accordance with the Contract Documents, Client shall have the right to order Contractor to stop performing the Work, or any portion thereof, until the cause for such order is eliminated.

15. Subcontracts. Contractor may, but is not required to, furnish to Client a list of names of subcontractors proposed to perform principal portions of the Work. A subcontractor, for the purposes of this Agreement, shall be a person with whom Contractor has a direct contract for work at the Property. All contracts between Contractor and subcontractor shall be in accordance with the terms of this Agreement and the Contract Documents.

16. Work Changes. Client reserves the right to order changes to the Work in the nature of additions, deletions or modifications, without invalidating this Agreement, and agrees to make corresponding adjustments in the Contract Price and time of termination if applicable. All changes will be authorized in a written "Change Order" signed by Client and Contractor, which shall be incorporated by reference herein.

17. Other Contractors. Client reserves the right to enter into other contracts in connection with the Work. Contractor shall cooperate with all other contractors so that their work shall not be impeded, and shall give them access to the Property as necessary to perform their contracts.

18. Indemnification. Contractor agrees to defend, indemnify and hold harmless Client and its agents and employees, from and against all claims, actions, liabilities, suits, demands, injuries, obligations, damages, losses, settlements, judgments, fines, penalties, costs and expenses, including reasonable attorneys' fees,

arising out of any negligent act or omission by Contractor, a subcontractor or anyone directly or indirectly employed by them in the performance of the Work resulting in bodily injury, illness or death, or for property damage, including loss of use, unless caused by the sole negligence or willful misconduct of Client.

19. Contractor's Insurance. Contractor may agree, but not obligated to, maintain at its own expense during the entire period of construction at the Property:

A. General Liability Insurance. Such general liability insurance as will protect Contractor from claims for property damage and bodily injury, with limits of liability not less than $1,000,000.00 for each occurrence.

Contractor shall name Client as an additional insured. Proof of such insurance shall be filed by Contractor with Client within a reasonable time after execution of this Agreement if agreed upon.

20. Waiver of Subrogation. Client and Contractor each waive any and all claims or rights to recovery against the other Party for any loss or damage to the extent such loss or damage is covered by insurance or would be covered by any insurance required under this Agreement. Client and Contractor shall cause each insurance policy carried by Client or Contractor relating to the Property to include or allow a full waiver of any subrogation claims.

21. Time of Essence. All times stated in this Agreement or in the Contract Documents are of the essence. Contractor agrees that such times are reasonable for performing and completing the Work.

22. Extension of Time. The times stated in this Agreement may be extended for such reasonable time as Contractor may determine when performance of the Work by Contractor is delayed by a Change Order, labor disputes, fire, unusual delay in deliveries, abnormal adverse weather conditions, unavoidable casualties, or other causes beyond Contractor's control or which justify the delay.

23. Early Termination for Breach of Contract.

A. Contractor's Termination. Contractor may, on two (2) days' written notice to Client, terminate this Agreement before the completion of the Work when for a period of seven (7) days after a progress payment is due, through no fault of Contractor, Client fails to make the payment. On such termination Contractor may recover from Client payment for all Work completed and for any loss sustained by Contractor for materials, equipment, tools or machinery to the extent of actual loss thereon, plus loss of a reasonable profit.

B. Client's Termination. Client may, on three (3) days' written notice to Contractor, terminate this Agreement before the completion of the Work, and without prejudice to any other remedy Client may have when Contractor defaults in the performance of any provision of this Agreement, or fails to carry out performance of the Work in accordance with the provisions of the Contract Documents. If the unpaid balance on the Contract Price at the time of the termination exceeds the expense of finishing the Work, Client shall pay such excess to Contractor. If the expense of finishing the Work exceeds the unpaid balance of the Contract Price at the time of termination, Contractor shall pay the difference to Client. Client is responsible for any material purchased/ordered (if any) prior to cancelation.

24. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which together, shall constitute one and the same document.

25. Headings. The section headings herein are for reference purposes only and shall not otherwise affect the meaning, construction or interpretation of any provision of this Agreement.

26. Notices. Any notice or communication given or made to any Party under this Agreement shall be in writing and delivered by hand, sent by overnight courier service or sent by certified or registered mail, return receipt requested, to the address stated above or to another address as that Party may subsequently designate by notice and shall be deemed given on the date of delivery.

27. Assignment. No Party hereto shall have the right to assign its rights or delegate its duties hereunder without the written consent of the other Party, which consent shall not be unreasonably withheld.

28. Binding Effect. This Agreement shall be binding and ensure to the benefit of the Parties and their respective legal representatives, heirs, administrators, executors, successors and permitted assigns.

29. Governing Law. This Agreement and the rights and obligations of the Parties hereto shall be governed by and construed in accordance with the laws of the State of Texas, in Henderson County, without regard to its conflicts of laws provisions.

30. Severability. If any provision of this Agreement is held to be invalid, illegal or unenforceable in whole or in part, the remaining provisions shall not be affected and shall continue to be valid, legal and enforceable as though the invalid, illegal or unenforceable part had not been included in this Agreement.

31. Entire Agreement. This Agreement contains the entire agreement between the Parties hereto with respect to the subject matter hereof, and supersedes all prior negotiations, understandings and agreements.

32. Amendments. This Agreement may not be amended or modified except by a written agreement signed by all of the Parties.

33. Waiver. No Party shall be deemed to have waived any provision of this Agreement or the exercise of any rights held under this Agreement unless such waiver is made expressly and in writing. Waiver by any Party of a breach or violation of any provision of this Agreement shall not constitute a waiver of any other subsequent breach or violation.

34. Survival. The obligations of Contractor expressly identified in this Agreement, or those by operation of law, shall survive the completion of Work or termination of this Agreement.

35. Industry Language. The language used for terms of this Agreement, unless otherwise defined, shall be construed according to the customary meaning within the construction industry in the area where the Project is located and for the type of Work being performed.

36. Independent Contractor. Contractor acknowledges that it is an independent contractor and is not an agent, partner, joint venture nor employee of Client. Contractor shall have no authority to bind or otherwise obligate Client in any manner nor shall Contractor represent to anyone that it has the right to do so. Contractor further agrees that in the event that the Company suffers loss or damage as a result of a violation of this provision Contractor shall indemnify and hold harmless Client from any such loss or damage.

37. Rights of Third Parties. Nothing in this Agreement shall create or give to any third party a claim or

right of action against Contractor or Client.

38. Confidentiality. As a result of Contractor's participation in the Work, Contractor will have access and contribute to information and materials of a highly sensitive nature, including Confidential Information. Contractor hereby warrants that Contractor and its employees and agents shall not (without in each instance obtaining the Client's prior written consent) disclose, make commercial or other use of, or give or sell to any person, firm, or corporation, any Confidential Information received directly or indirectly from Client or acquired or developed in the course of the performance of this Agreement unless: (1) required to do so pursuant to Applicable Laws (and then only after Contractor has given Client prompt written notice of the legal compulsion and, at Client's expense, provided by Client with cooperation in any attempt Client may make to gain a protective order acceptable to Client); or (2) it is rightfully in the possession of Contractor from a source other than Client prior to the time of disclosure of the information to Contractor under this Contract; or (3) it was in the public domain prior to the time of Contractor's receipt; or (4) it became part of the public domain prior to the time of Contractor's receipt by any means other than an authorized act or omission on the part of Contractor; or (5) it is supplied to Contractor after the time of Contractor's receipt by a third party who was not under any obligation to Client to maintain such information in confidence; or (6) it was independently developed by Contractor prior to the time of its receipt from Client. All Confidential Information, regardless of form, shall be the property of Client and shall be returned to Client upon its request, or in any event, at the completion or earlier termination of this Agreement.

39. Other. Contractor Will leave the worksite and “Property” in broom clean conditions upon completion of project.

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

“Client” Representative Full Name	**Client Representative** Signature	**Representative Title**
“Contractor” Full Name	**Contractor Representative** Signature	**Contractor Title**

Affidavit of Completion and Warranty

The State of Texas

County of _____

The undersigned hereby certifies that all work required under the below Referenced contract has been fully and completely performed in accordance with the terms thereof (including, but not limited to, the securing of all occupancy permits, and making of all utilities that all material, workers, subcontractors, mechanics, suppliers and laborers have been paid and satisfied in full, that all improvements are located on the property of the owners and that there are no unpaid liens, debts or encumbrances.

The undersigned further certifies that there are no unsatisfied claims for damages resulting from injury or death to any employees, subcontractors, or the public at large arising out of the performance of the contract, nor there are any suits or claims for any damage of any kind nature or description which might constitute a lien upon the property of the City of Tool, Texas

The undersigned makes this affidavit for the purpose of receiving final payment in full less any retainage and as full settlement of al claims arising under or by virtue of the contract. Acceptance of such payment is acknowledged to be a release of the City of Tool from any and all claims arising under or by virtue of the contract.

The Contractor's twelve month's warranty shall begin upon final acceptance of the work by the City of Tool and release of retainage, if any.

OWNER: The City of Tool

CONTRACT DATE: November 20th, 2026

PROJECT NAME: Paradise Bay Subdivision Drainage, Phase 2B

IN WITNESS WHERE OF, the undersigned has signed this instrument this _____ day of _____, 20_____.

BY: _____ Printed Name: _____

TITLE_____

SUBSCRIBED TO AND SWORN TO before me by the said _____ this _____day of _____ 20_____.

NOTARY PUBLIC

State of _____

My commission expires _____

City of Tool
City Council

City Council Agenda Request

Meeting Date Requested: November 19th, 2026

Requested By: Vera Bennett, Mayor

Department: _____

Agenda Item No. **11**

Is this a Budgeted Item? ☐ Yes ☐ No

○ Contract/Agreement ○ General Discussion ○ Ordinance ○ Report ● Resolution

Attachments: Resolution 2026-09R, Financing of Chevy Tahoes

Summary of Agenda Item to be considered:

Staff has received a request from Mayor Vera Bennett in regard to the repeal of the Resolution 2026-09R, Financing of Chevy Tahoes.

This request is in respect to Texas Local Government Code Chapter 52.003.

Agenda Item, as listed on the agenda:

Consider, Discuss and Take Action to repeal Resolution 2026-09R, Financing of Chevy Tahoes

Recommended Motion to Consider:

The deadline for agenda requests is by the end of the day on the first day of the month, prior to the scheduled Council Meeting. If you have any additional information you would like for Council to view, please attach it to this form. Please send this form to Kimberley Price, City Secretary when finished.

Vera Bennett
Signature of Sponsoring Officer

Vera Bennett
Printed name of Sponsoring Officer

GOVERNMENT CAPITAL
CORPORATION

Financing Proposal

Prepared For

CITY OF
TOOL
EST. 1969

City of Tool

October 5, 2026

Submitted By

Government Capital Corporation
345 Miron Drive
Southlake, Texas 76092

Cris Linse
Client Services
817-722-0244

GOVERNMENT CAPITAL
CORPORATION

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GOVERNMENT CAPITAL
CORPORATION

Corporate Overview

Government Capital Corporation (GCC) was founded in 1992 with the primary purpose of providing tax-exempt financing solutions for state and local government entities including cities, schools, counties, and special districts. Since our inception, GCC and its affiliates have provided financing solutions exceeding $7 billion for many different types of projects. These financings have provided funding for a wide variety of municipal needs including vehicles, technology, facilities, and heavy-duty equipment. Although we serve clients in all 50 states, one of our primary areas of focus is assisting Texas cities with acquiring essential personal property and equipment. Our team possesses extensive experience assisting local Texas governments in creating, evaluating and implementing financing structures of every type authorized by state borrowing authorities. Since our inception, we've been honored to provide financing solutions for over 560 Texas cities, representing over 45 percent of the cities in the state. In many cases, we have helped our clients adapt to and comply with regulatory changes as well as enable them to execute financings more rapidly, efficiently, and economically.

Representative Experience

City of Mathis - Government Capital's longest client relationship is with the City of Mathis, Texas. From the firm's very first funding in January of 1993 to the present day, GCC has provided the City of Mathis with millions of dollars in financing. Projects have included public works, public safety, capital equipment, energy efficiency, and technology improvements as well as various economic development projects.

City of San Saba - For over 20 years, Government Capital has assisted the City of San Saba with providing tailored financing solutions for more than 55 projects. With GCC's support, the city has financed a wide variety of vehicles, equipment, infrastructure improvements, and real estate acquisitions. The city's Economic Development Corporation has also partnered with Government Capital to fund playground and water park projects.

City of Van Horn - Since 2002, GCC has partnered with the City of Van Horn to create various financing solutions that fit the needs of the city. Projects have included numerous vehicle and equipment acquisitions as well as utility improvement projects.

City of Corrigan - Government Capital's relationship with the City of Corrigan began in 2006 and has included funding a variety of acquisitions for police vehicles, technology, and public safety equipment. Most recently, the city financed a water meter replacement project to install radio-read meters to recapture water loss.

City of Hillsboro - Since 2010, the City of Hillsboro and Government Capital have completed numerous projects and acquisitions together. These projects have included public safety vehicle acquisitions, HVAC upgrades, capital equipment procurement, and utility meter updates. Most recently, the city financed hardware and software technology upgrades for the police department.

City of Post - Government Capital has partnered with the City of Post since 2020 to fund projects from heavy equipment acquisitions to water meter replacements. Additionally, GCC has provided multiple refinancings designed to reduce interest costs, allowing the city to reallocate critical funds.

City of La Feria - Since 2005, Government Capital has provided financing solutions to the City of La Feria. Funded projects have included acquiring public safety vehicles and public works equipment. Most recently, GCC funded a city-wide utility meter replacement project.

GOVERNMENT CAPITAL
CORPORATION

Partial Listing of Texas City Clients

City of Brady

City of Stephenville

City of Troup

City of Anson

City of Dilley

City of Early

City of Eastland

City of Katy

City of Ralls

City of Poteet

City of Dublin

City of Whitney

Town of Anthony

City of Panhandle

City of Roma

City of Liberty Hill

City of East Tawakoni

Town of Pecos City

City of Dalhart

City of Hidalgo

City of Mineral Wells

City of Chandler

City of Lamesa

City of Canyon

GOVERNMENT CAPITAL
CORPORATION

October 5, 2026

Mr. Julius Kizzee
City of Tool
(903) 432-3522
Jkizzee@tooltexas.org

Dear Mr. Kizzee,

Thank you for the opportunity to present proposed financing for City of Tool. I am submitting for your review the following proposed structure:

ISSUER:	City of Tool, Texas	
FINANCING STRUCTURE:	Public Property Finance Contract issued under Local Government Code Section 271.005	
EQUIPMENT COST:	$ 218,826.75	
TERM:	6 Payments	9 Payments
INTEREST RATE:	5.451%	5.753%
PAYMENT AMOUNT:	$ 45,496.84	$ 33,157.38
PAYMENTS BEGINNING:	18 months from signing, annually thereafter	

Financing for these projects would be simple, fast and easy due to the fact that:

- ✓ We have an existing relationship with you and have your financial statements on file, expediting the process. Please keep in mind we may also need current year statements.
- ✓ We can provide familiar documentation for your legal counsel.

The above payment amount includes closing costs of 1.25% of the equipment cost. These costs include documentation fees, legal fees, issuance expenses, etc. The above proposal is subject to audit analysis, assumes bank qualification and mutually acceptable documentation. The terms outlined herein are based on current markets. Upon credit approval, rates may be locked for up to thirty (30) days. If funding does not occur within this time period, rates will be indexed to markets at such time.

Our finance programs are flexible and as always, my job is to make sure you have the best possible experience every time you interact with our brand. We're always open to feedback on how to make your experience better. If you have any questions regarding other payment terms, frequencies or conditions, please do not hesitate to call.

With Best Regards,

Cris Linse

Cris Linse
Client Services
Main: 817-421-5400

The transaction described herein is an arm's length, commercial transaction between you and Government Capital Corporation. The terms of the proposed financing are being provided solely in response to your specific inquiry and for your professional consideration.

RESOLUTION

A RESOLUTION REGARDING A CONTRACT FOR THE PURPOSE OF FINANCING
"POLICE VEHICLES".

WHEREAS, City of Tool (the "City") desires to enter into that certain Finance Contract by and between the City and Government Capital Corporation ("GCC") for the purpose of financing "Police Vehicles".

WHEREAS, the City desires to designate this Finance Contract as a "qualified tax-exempt obligation'' of the City for the purposes of Section 265 (b) (3) of the Internal Revenue Code of 1986, as amended.

WHEREAS, the City desires to designate Name:_____, Title:_____, as an authorized signer of the Finance Contract.

NOW THEREFORE, BE IT RESOLVED BY CITY OF TOOL:

Section 1. That the City will enter into a Finance Contract with Government Capital Corporation for the purpose of financing "Police Vehicles".

Section 2. That the Finance Contract by and between the City of Tool and Government Capital Corporation is designated by the City as a "qualified tax-exempt obligation" for the purposes of Section 265 (b) (3) of the Internal Revenue Code of 1986, as amended.

Section 3. That City of Tool designates the Title:_____ or Title:_____'s designee, as the authorized signer of the Finance Contract by and between the City of Tool and Government Capital Corporation as well as any other ancillary exhibit, certificate, or documentation needed for the Finance Contract.

Section 4. The City will use loan proceeds for reimbursement of expenditures related to the Property, within the meaning of Treasury Regulation § 1.150-2, as promulgated under the Internal Revenue Code of 1986, as amended.

This Resolution has been PASSED upon Motion made by Board Member_____, seconded by Board Member _____ by a vote of _____ Ayes to _____ Nays and is effective this _____, 2026.

City: City of Tool

_____
NAME:_____, Mayor

Attestation:

_____
NAME:_____, City Secretary

City of Tool
City Council

City Council Agenda Request

Meeting Date Requested: November 19th, 2026

Requested By: Robert Stykes, Councilmember

Department: Police

Agenda Item No. **12**

Is this a Budgeted Item? ☐ Yes ☐ No

○ Contract/Agreement ○ General Discussion ○ Ordinance ○ Report ○ Resolution

Attachments: GovCap Financing Proposal; Tool PD Fleet Presentation from Chief of Police; Councilmember Tommy Salvato's Tahoe Analysis

Summary of Agenda Item to be considered:

Staff has received a reconsideration request from Councilmember Robert Stykes in regard to Agenda Item 25 on October 15th, 2026.

Councilmember Tommy Salvato has requested that his analysis for the resolution is also included this agenda item as well.

Agenda Item, as listed on the agenda:

Consider, Discuss and Take Action to reconsider the motion to "Adopt Resolution 2026-09R, Financing of Chevy Tahoes," in regard to Agenda Item 25 on October 15th, 2026, as requested by Councilmember Robert Stykes

Recommended Motion to Consider:

The deadline for agenda requests is by the end of the day on the first day of the month, prior to the scheduled Council Meeting. If you have any additional information you would like for Council to view, please attach it to this form. Please send this form to Kimberley Price, City Secretary when finished.

_____

Signature of Sponsoring Officer

Printed name of Sponsoring Officer

Outlook

Tahoe Financing

From Robert Stykes <rstykes@tooltexas.org>
Date Fri 10/16/2026 11:09 AM
To Julius Kizzee <jkizzee@tooltexas.org>
Cc Vera Bennett <vbennett@tooltexas.org>

Julius,

I am requesting that agenda item 21 Tahoes purchasing and financing be reconsidered and placed as an agenda item for the November City Council meeting.

Thank you,

RXS

Tahoe Talking Points

I would like to take this opportunity to address and clarify several concerns regarding the proposed lease-purchase financing for three replacement Chevrolet Tahoe vehicles for the Tool Police Department. My analysis is based upon council meeting minutes, current budget information, and the presented Tahoe lease/purchase proposal. Because the structured format of council meetings can limit the time available for complex financial analysis, I hope this informal breakdown provides the clarity and factual grounding needed to support this lease/purchase proposal as well as providing a basis for future city financial decisions.

1. Legality of Multi-Year Financing and Future Council Obligations

- Standard Municipal Practice**:** Structuring vehicle acquisitions through multi-year lease-purchase agreements is a widely accepted and legally sound practice for local governments.
- Budgetary Neutrality (2026–2027): The proposed 18-month payment delay strategically creates no scheduled financing payments in the 2026–2027 fiscal year. This allows the city to fully pay off our current Tahoes using existing budgeted funds with a minor carryover into the next budgetary cycle.
- Seamless Line-Item Substitution: Payments for the new fleet will not begin until the 2027–2028 fiscal budget, which will be drafted next summer and approved by the council seated after the election canvas special meeting scheduled for November 12th. Financially, we are swapping an expiring debt obligation for a new one. The net budgetary impact is an increase from the current $3,000 per month to an annual payment of $45,947 (equating to approximately $3,800 per month) which will occur during the 2027-2028 fiscal year.
- Statutory Protections (Non-Appropriation Clause): To ensure full legal compliance, the contract will explicitly include a non-appropriation/funding-out clause pursuant to Texas Local Government Code § 271.903. This clause will be written to ensure the agreement is not classified as an unconstitutional debt and empower future councils to terminate the contract without penalty if funds become unavailable in subsequent budget years.
- Good Faith Obligations: This clause operates under strict regulatory guidelines requiring the city to make a good-faith effort to maintain funding. The city cannot arbitrarily cancel the contract to purchase alternative vehicles; termination is legally preserved for genuine revenue shortfalls that render the vehicles genuinely unaffordable.

Tahoe Talking Points

2. Operational Superiority: Tahoe vs. Lower-Cost Alternatives

- Heavy-Duty Construction: The Chevrolet Tahoe features a rugged body-on-frame truck architecture. This stands in stark contrast to mid-sized, unibody alternatives like the Ford Explorer or Dodge Durango.
- Extended Service Life & Return on Investment: In use data shows the heavy-duty nature of a body-on-frame design allows the vehicle to withstand the severe operational rigors of police work. If proven here in Tool, this durability should significantly extend the vehicle's projected service life and yield a superior long-term return on investment (ROI) that easily offsets the initial difference in purchase price.
- Capacity and Tactical Flexibility: The larger cabin and cargo volume of the Tahoe allow officers to carry essential tactical gear, specialized equipment, first aid/medical equipment, and electronic systems securely, offering far greater operational flexibility in the field.

3. Financial Analysis of Lease-Purchase Financing vs. Cash Acquisition

- Strategic Payment Deferral: Under the proposed financing agreement, the city secures immediate operational use of the three police vehicles for 18 months prior to the first of six annual payments coming due.
- Quantifiable Interest Costs: The total interest expense over the life of the loan is $54,154, which fully covers the initial 18-month deferral period.
- The Opportunity Cost of Cash: Purchasing the fleet outright in cash, as some have advocated, would require an immediate capital outlay of $218,827 in present-day dollars, losing the financial advantages of paying with future, inflation-adjusted dollars.
- Net Positive Arbitrage: By choosing to finance and retaining that **$218,827** in the city’s interest-bearing accounts over the next 7 years (the 18-month deferral plus the 6-year loan term) at our current 3.5% rate of return, the funds will generate approximately $59,582 in interest income. This strategy yields a net financial gain of $5,428 above the total cost of the loan interest. In short, the city generates a positive return by preserving its cash.
- Inflationary Advantage: This net gain excludes the additional fiscal benefit of inflation; the fixed loan payments will be satisfied over the next six years using dollars that have lower purchasing power than today's currency.
- Prudent Capital Management: In alignment with sound corporate and municipal financial practices, the city must prioritize liquidity and maintain a robust cash position.

Tahoe Talking Points

- Strategic Benefits of Cash Reserves**:** Retaining healthy cash-on-hand balance, judicious use of leverage, and wise financial practices empowers the city to:
    - Capitalize on high-yield investment opportunities to generate alternative municipal revenue streams.
    - Meet the matching-fund requirements for state and federal grant programs to improve local infrastructure.
    - Strengthen the city's credit profile and bond rating, ensuring cost-effective financing for large-scale capital improvements—such as roads and drainage—that are best funded through municipal bond issues.
- Compounding Risks to Capital Reserves: Had the March 2025 City Council's decision to expend $447,728 in cash for the maintenance barn remained uncorrected, combining it with a cash purchase for these three Tahoes would have severely depleted our Capital Improvement Funds by nearly **$700,000**.
    - *Note on Fiscal Recovery:* This prior capital risk was successfully mitigated by the November 2025 council, which corrected the funding approach, recovered the majority of those funds, and restored them to the Capital Improvement Account.

In closing, my hope is this analysis provides a clear understanding of the strategic value and fiscal logic of utilizing leverage when managing large municipal capital expenditures. Furthermore, I want to offer a vital perspective for incoming and future council members to consider; while choosing to avoid debt and pay cash may be a perfectly valid personal financial preference, it should not dictate the management of municipal resources. Public budgeting requires objective, data-driven decisions that prioritize capital preservation, risk mitigation, and long-term financial health for our city.

CITY COUNCIL PRESENTATION

Patrol Fleet Condition Assessment

Mileage, Engine Idle Hours & Replacement Planning

Four patrol units | Model years 2014–2020

October 10, 2026 • Prepared for Chief Robert Walker

TOOL POLICE DEPARTMENT

Executive Summary

- 4 active patrol units; every vehicle exceeds 100,000 odometer miles.
- 497,753 combined actual miles and 40,841 combined idle hours.
- 1,722,983 estimated engine-equivalent miles using a 30-mile-per-idle-hour assumption.
- Recommend a phased, condition-based replacement program.

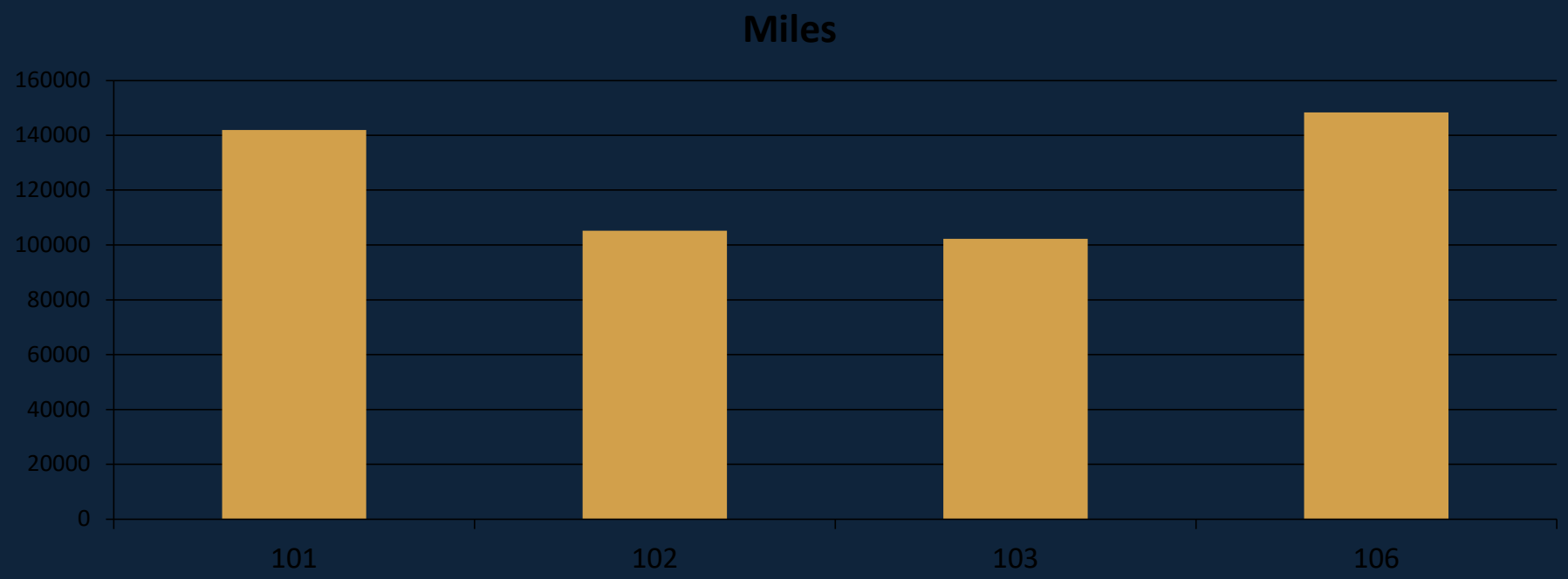
TOOL POLICE DEPARTMENT

Current Patrol Fleet Inventory

Unit	Year / Vehicle	Odometer Miles	Idle Hours
101	2016 Ford Explorer	141,986	12,101
102	2016 Ford Explorer	105,209	7,092
103	2020 Ford Explorer	102,245	10,509
106	2014 Dodge Charger	148,313	11,139
TOTAL	**4 units**	**497,753**	**40,841**

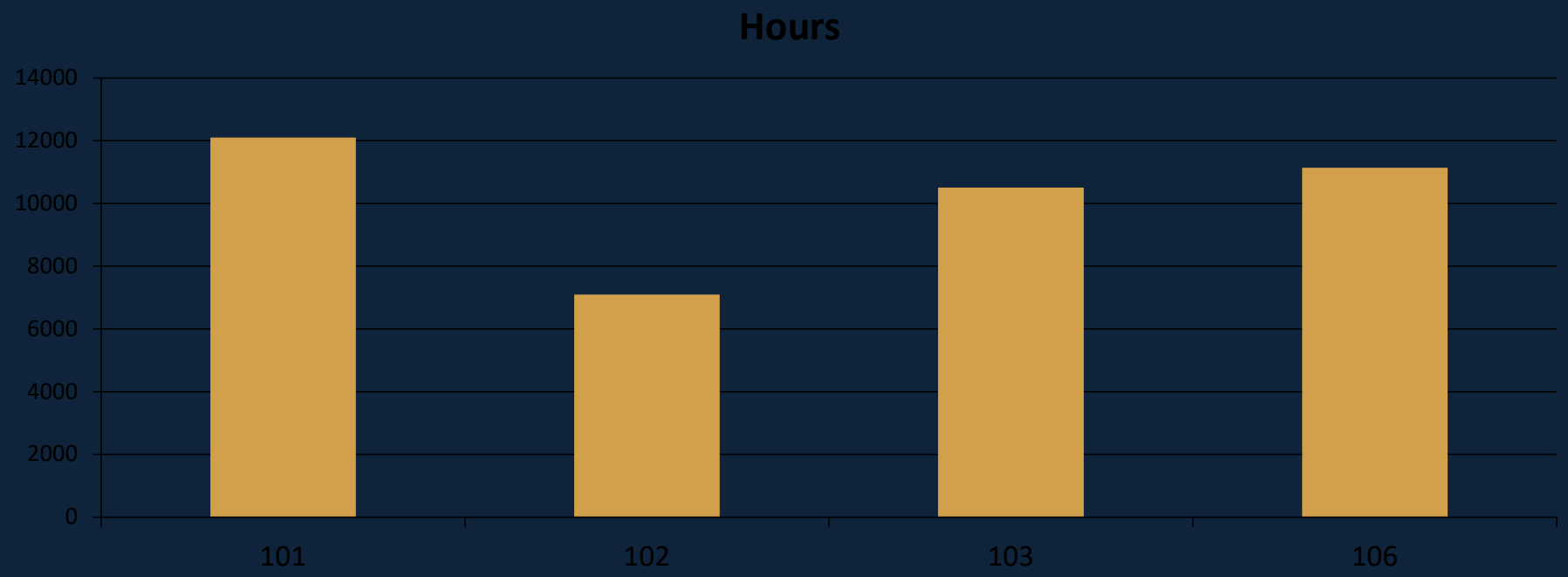
TOOL POLICE DEPARTMENT

Odometer Mileage by Patrol Unit



TOOL POLICE DEPARTMENT

Recorded Engine Idle Hours



Converting Idle Hours into Equivalent Mileage

- Planning assumption: 1 idle hour ≈ 30 miles of engine-equivalent use.
- 40,841 idle hours × 30 = 1,225,230 idle-equivalent miles.
- 497,753 actual miles + 1,225,230 estimated miles = 1,722,983.
- This is an illustrative usage estimate, not odometer mileage or a verified measure of engine wear.

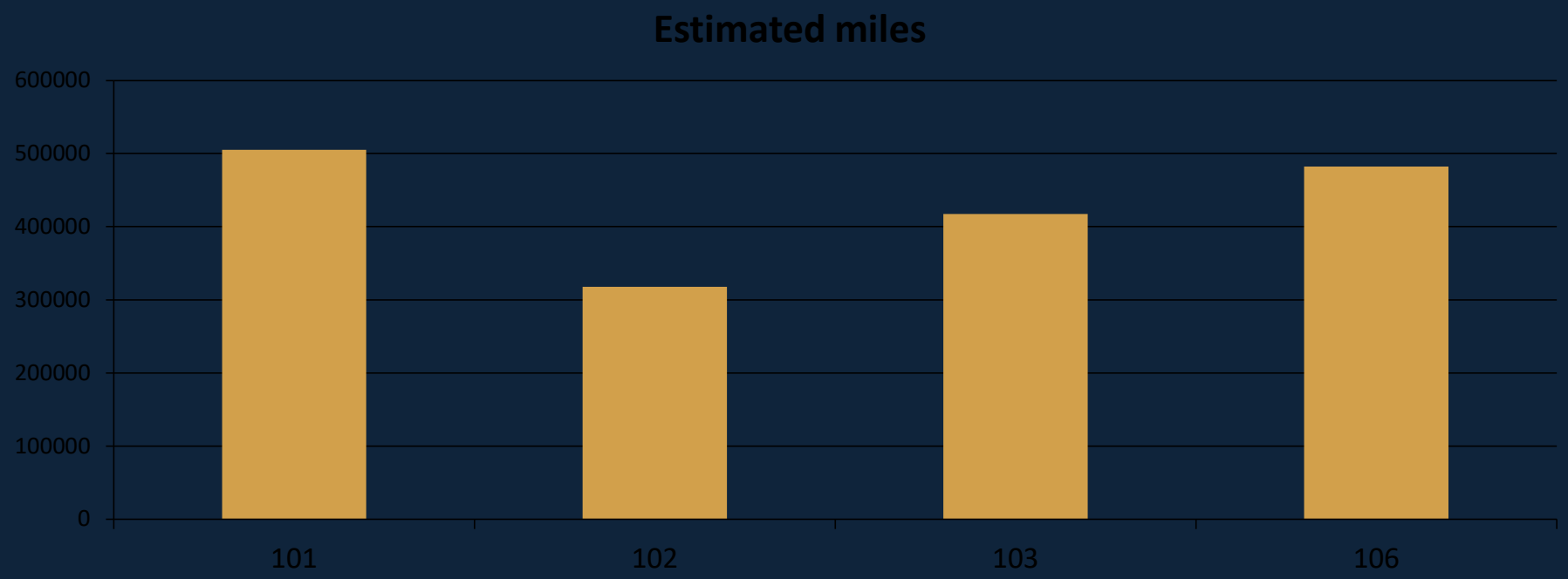
TOOL POLICE DEPARTMENT

Engine-Equivalent Mileage by Unit

Unit	Actual Miles	Idle-Equivalent	Combined Estimate
101	141,986	363,030	505,016
102	105,209	212,760	317,969
103	102,245	315,270	417,515
106	148,313	334,170	482,483
TOTAL	**497,753**	**1,225,230**	**1,722,983**

TOOL POLICE DEPARTMENT

Estimated Engine-Equivalent Miles



Why Fleet Condition Matters

- Patrol duty includes extended idling, stop-and-go driving, and emergency response.
- High usage can increase maintenance demands and the likelihood of vehicle downtime.
- A vehicle out of service reduces deployment flexibility and may increase repair costs.
- Mechanical inspections and maintenance history should determine replacement priority.

Recommended Replacement Strategy

- Authorize development of a phased replacement plan, beginning with two units.
- Prioritize based on safety inspections, repair history, downtime, mileage, and engine hours.
- Obtain comparable fully equipped vehicle quotes and lifecycle cost estimates.
- Establish a recurring fleet replacement schedule to avoid simultaneous aging of units.

Council Consideration

- Acknowledge the current condition and operating demands of the four-unit patrol fleet.
- Direct staff to prepare pricing and financing options for two replacement patrol vehicles.
- Review proposed funding, delivery timelines, and disposition of replaced vehicles.
- Return with a final purchase recommendation supported by documented costs.

Methodology & Limitations

- Source: department-provided odometer and recorded idle-hour readings as of October 10, 2026.
- 30 miles per idle hour is a planning assumption; manufacturer-specific guidance was not verified.
- Engine-equivalent mileage should not be represented as actual vehicle mileage.
- Maintenance records, vehicle diagnostics, and mechanical inspections remain essential.

GOVERNMENT CAPITAL
CORPORATION

Financing Proposal

Prepared For

CITY OF
TOOL
EST. 1969

City of Tool

November 4, 2026

Submitted By

Government Capital Corporation

345 Miron Drive

Southlake, Texas 76092

Cris Linse

Client Services

817-722-0244

GOVERNMENT CAPITAL
CORPORATION

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Partial Listing of Texas City Clients	4
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GOVERNMENT CAPITAL
CORPORATION

Corporate Overview

Government Capital Corporation (GCC) was founded in 1992 with the primary purpose of providing tax-exempt financing solutions for state and local government entities including cities, schools, counties, and special districts. Since our inception, GCC and its affiliates have provided financing solutions exceeding $7 billion for many different types of projects. These financings have provided funding for a wide variety of municipal needs including vehicles, technology, facilities, and heavy-duty equipment. Although we serve clients in all 50 states, one of our primary areas of focus is assisting Texas cities with acquiring essential personal property and equipment. Our team possesses extensive experience assisting local Texas governments in creating, evaluating and implementing financing structures of every type authorized by state borrowing authorities. Since our inception, we've been honored to provide financing solutions for over 560 Texas cities, representing over 45 percent of the cities in the state. In many cases, we have helped our clients adapt to and comply with regulatory changes as well as enable them to execute financings more rapidly, efficiently, and economically.

Representative Experience

City of Mathis - Government Capital's longest client relationship is with the City of Mathis, Texas. From the firm's very first funding in January of 1993 to the present day, GCC has provided the City of Mathis with millions of dollars in financing. Projects have included public works, public safety, capital equipment, energy efficiency, and technology improvements as well as various economic development projects.

City of San Saba - For over 20 years, Government Capital has assisted the City of San Saba with providing tailored financing solutions for more than 55 projects. With GCC's support, the city has financed a wide variety of vehicles, equipment, infrastructure improvements, and real estate acquisitions. The city's Economic Development Corporation has also partnered with Government Capital to fund playground and water park projects.

City of Van Horn - Since 2002, GCC has partnered with the City of Van Horn to create various financing solutions that fit the needs of the city. Projects have included numerous vehicle and equipment acquisitions as well as utility improvement projects.

City of Corrigan - Government Capital's relationship with the City of Corrigan began in 2006 and has included funding a variety of acquisitions for police vehicles, technology, and public safety equipment. Most recently, the city financed a water meter replacement project to install radio-read meters to recapture water loss.

City of Hillsboro - Since 2010, the City of Hillsboro and Government Capital have completed numerous projects and acquisitions together. These projects have included public safety vehicle acquisitions, HVAC upgrades, capital equipment procurement, and utility meter updates. Most recently, the city financed hardware and software technology upgrades for the police department.

City of Post - Government Capital has partnered with the City of Post since 2020 to fund projects from heavy equipment acquisitions to water meter replacements. Additionally, GCC has provided multiple refinancings designed to reduce interest costs, allowing the city to reallocate critical funds.

City of La Feria - Since 2005, Government Capital has provided financing solutions to the City of La Feria. Funded projects have included acquiring public safety vehicles and public works equipment. Most recently, GCC funded a city-wide utility meter replacement project.

GOVERNMENT CAPITAL
CORPORATION

Partial Listing of Texas City Clients

City of Brady

City of Stephenville

City of Troup

City of Anson

City of Dilley

City of Early

City of Eastland

City of Katy

City of Ralls

City of Poteet

City of Dublin

City of Whitney

Town of Anthony

City of Panhandle

City of Roma

City of Liberty Hill

City of East Tawakoni

Town of Pecos City

City of Dalhart

City of Hidalgo

City of Mineral Wells

City of Chandler

City of Lamesa

City of Canyon

GOVERNMENT CAPITAL
CORPORATION

November 4, 2026

Mr. Julius Kizzee
City of Tool
(903) 432-3522
Jkizzee@tooltexas.org

Dear Mr. Kizzee,

Thank you for the opportunity to present proposed financing for City of Tool. I am submitting for your review the following proposed structure:

ISSUER:	City of Tool, Texas		
FINANCING STRUCTURE:	Public Property Finance Contract issued under Local Government Code Section 271.005		
EQUIPMENT COST:	$ 218,826.75		
TERM:	4 Payments	6 Payments	9 Payments
INTEREST RATE:	5.402%	5.451%	5.753%
PAYMENT AMOUNT:	$ 64,780.56	$ 45,496.84	$ 33,157.38
PAYMENTS BEGINNING:	18 months from signing, annually thereafter		

Financing for these projects would be simple, fast and easy due to the fact that:

- ✓ We have an existing relationship with you and have your financial statements on file, expediting the process. Please keep in mind we may also need current year statements.
- ✓ We can provide familiar documentation for your legal counsel.

The above payment amount includes closing costs of 1.25% of the equipment cost. These costs include documentation fees, legal fees, issuance expenses, etc. The above proposal is subject to audit analysis, assumes bank qualification and mutually acceptable documentation. The terms outlined herein are based on current markets. Upon credit approval, rates may be locked for up to thirty (30) days. If funding does not occur within this time period, rates will be indexed to markets at such time.

Our finance programs are flexible and as always, my job is to make sure you have the best possible experience every time you interact with our brand. We're always open to feedback on how to make your experience better. If you have any questions regarding other payment terms, frequencies or conditions, please do not hesitate to call.

With Best Regards,

Cris Linse

Cris Linse
Client Services
Main: 817-421-5400

The transaction described herein is an arm's length, commercial transaction between you and Government Capital Corporation. The terms of the proposed financing are being provided solely in response to your specific inquiry and for your professional consideration.

GOVERNMENT CAPITAL
CORPORATION

City of Tool

Term - 4 Payments Interest Rate: 5.402%				
	Date	Payment	Interest	Principal
Loan	11/12/2026			
1	5/12/2028	$ 64,780.56	$ 18,311.49	$ 46,469.07
2	5/12/2029	$ 64,780.56	$ 9,458.52	$ 55,322.04
3	5/12/2030	$ 64,780.56	$ 6,470.03	$ 58,310.53
4	5/12/2031	$ 64,780.56	$ 3,320.12	$ 61,460.44
Grand Totals		$ 259,122.24	$ 37,560.16	$ 221,562.08

Term- 6 Payments Interest Rate: 5.451%				
	Date	Payment	Interest	Principal
Loan	11/12/2026			
1	5/12/2028	$ 45,496.84	$ 18,480.57	$ 27,016.27
2	5/12/2029	$ 45,496.84	$ 10,604.69	$ 34,892.15
3	5/12/2030	$ 45,496.84	$ 8,702.72	$ 36,794.12
4	5/12/2031	$ 45,496.84	$ 6,697.07	$ 38,799.77
5	5/12/2032	$ 45,496.84	$ 4,582.10	$ 40,914.74
6	5/12/2033	$ 45,496.84	$ 2,351.81	$ 43,145.03
Grand Totals		$ 272,981.04	$ 51,418.96	$ 221,562.08



Term - 9 Payments Interest Rate: 5.753%				
	Date	Payment	Interest	Principal
Loan	11/12/2026			
1	5/12/2028	$ 33,157.38	$ 19,523.80	$ 13,633.58
2	5/12/2029	$ 33,157.38	$ 11,962.13	$ 21,195.25
3	5/12/2030	$ 33,157.38	$ 10,742.76	$ 22,414.62
4	5/12/2031	$ 33,157.38	$ 9,453.25	$ 23,704.13
5	5/12/2032	$ 33,157.38	$ 8,089.55	$ 25,067.83
6	5/12/2033	$ 33,157.38	$ 6,647.40	$ 26,509.98
7	5/12/2034	$ 33,157.38	$ 5,122.28	$ 28,035.10
8	5/12/2035	$ 33,157.38	$ 3,509.42	$ 29,647.96
9	5/12/2036	$ 33,157.38	$ 1,803.75	$ 31,353.63
Grand Totals		$ 298,416.42	$ 76,854.34	$ 221,562.08

RESOLUTION

A RESOLUTION REGARDING A CONTRACT FOR THE PURPOSE OF FINANCING
"POLICE VEHICLES".

WHEREAS, City of Tool (the "City") desires to enter into that certain Finance Contract by and between the City and Government Capital Corporation ("GCC") for the purpose of financing "Police Vehicles".

WHEREAS, the City desires to designate this Finance Contract as a "qualified tax-exempt obligation'' of the City for the purposes of Section 265 (b) (3) of the Internal Revenue Code of 1986, as amended.

WHEREAS, the City desires to designate Name:_____, Title:_____, as an authorized signer of the Finance Contract.

NOW THEREFORE, BE IT RESOLVED BY CITY OF TOOL:

Section 1. That the City will enter into a Finance Contract with Government Capital Corporation for the purpose of financing "Police Vehicles".

Section 2. That the Finance Contract by and between the City of Tool and Government Capital Corporation is designated by the City as a "qualified tax-exempt obligation" for the purposes of Section 265 (b) (3) of the Internal Revenue Code of 1986, as amended.

Section 3. That City of Tool designates the Title:_____ or Title:_____'s designee, as the authorized signer of the Finance Contract by and between the City of Tool and Government Capital Corporation as well as any other ancillary exhibit, certificate, or documentation needed for the Finance Contract.

Section 4. The City will use loan proceeds for reimbursement of expenditures related to the Property, within the meaning of Treasury Regulation § 1.150-2, as promulgated under the Internal Revenue Code of 1986, as amended.

This Resolution has been PASSED upon Motion made by Board Member_____, seconded by Board Member _____ by a vote of _____ Ayes to _____ Nays and is effective this _____, 2026.

City: City of Tool

_____
NAME:_____, Mayor

Attestation:

_____
NAME:_____, City Secretary

City of Tool
City Council

City Council Agenda Request

Meeting Date Requested: November 19th, 2026

Requested By: Robert Walker, Chief of Police

Department: Police

Agenda Item No. **13**

Is this a Budgeted Item? ☐ Yes ■ No

○ Contract/Agreement ○ General Discussion ○ Ordinance ○ Report ○ Resolution

Attachments: Tool PD Patrol Vehicle Replacement Proposal

Summary of Agenda Item to be considered:

Staff is submitting a request for the financing and purchase of police vehicles for the 2026-2027 fiscal year.

This report compares the Chevrolet Tahoe Police Pursuit Vehicle (PPV), Ford Police Interceptor Utility (Explorer), and Dodge Durango Pursuit for potential use by the Tool Police Department. The purpose is to assess suitability, safety, performance, acquisition cost, operating expenses, and taxpayer value without preference for a manufacturer.

Agenda Item, as listed on the agenda:

Consider, Discuss and Take Action on proposed financing options on the purchase of police vehicles for the Tool Police Department

Recommended Motion to Consider:

The deadline for agenda requests is by the end of the day on the first day of the month, prior to the scheduled Council Meeting. If you have any additional information you would like for Council to view, please attach it to this form. Please send this form to Kimberley Price, City Secretary when finished.

Robert Walker

Signature of Sponsoring Officer

Robert Walker

Printed name of Sponsoring Officer

Outlook

Please add the following as an agenda item for the November 17,2026 City Council Meeting

From Robert Stykes <rstykes@tooltexas.org>
Date Mon 11/2/2026 9:14 AM
To Vera Bennett <vbennett@tooltexas.org>; Julius Kizzee <jkizzee@tooltexas.org>
Cc Kimberley Price <kprice@tooltexas.org>

Discuss and Take Action on the proposed financing and or purchase of two police vehicles as presented by the police chief.

Robert X. Stykes

CITY OF TOOL, TEXAS

POLICE DEPARTMENT
PATROL VEHICLE REPLACEMENT PROPOSAL

Presented to: Mayor and City Council
Prepared by: Chief Robert Walker, Tool Police Department
Date: November 5th, 2026
Subject: Objective comparison of 2027 patrol vehicle options

1. Executive Summary

This report compares the Chevrolet Tahoe Police Pursuit Vehicle (PPV), Ford Police Interceptor Utility (Explorer), and Dodge Durango Pursuit for potential use by the Tool Police Department. The purpose is to assess suitability, safety, performance, acquisition cost, operating expenses, and taxpayer value without preference for a manufacturer.

Police vehicles experience extended idling, frequent acceleration, emergency response, and sustained equipment loads. Consequently, initial purchase price alone does not establish long-term value.

2. Preliminary Texas Acquisition Costs

Vehicle	Indicative Texas price	Three vehicles + $20,000 upfit each
2027 Chevrolet Tahoe PPV	$61,045	$243,135
2027 Ford Police Interceptor Utility	$54,370	$223,110
2027 Dodge Durango Pursuit	$45,000–$50,000 (estimate)	$195,000–$210,000

Planning figures only. The Tahoe and Ford prices reflect previously identified Texas dealer listings, not confirmed municipal bids; the Durango range is an estimate rather than a verified Texas quote. Configurations and drivetrain may differ. Upfitting is a uniform allowance, not an itemized quotation. Financing, tax treatment, delivery, and potential reuse of equipment are not included.

3. Independent Vehicle Performance

Michigan State Police publishes standardized testing of police vehicles. The following figures reflect previously reported 2026-model test configurations, not validated 2027 results. Vehicle specifications and test configurations should be checked against the official reports before procurement.

Test	Tahoe 5.3L 4WD	Ford Hybrid AWD	Durango 5.7L AWD
0–60 mph	7.83 sec	7.52 sec	7.24 sec
0–100 mph	19.99 sec	17.52 sec	18.59 sec
60–0 mph braking	130.19 ft	143.82 ft	141.10 ft
Handling course	1:39.19	1:39.42	1:38.30
Tested top speed	124 mph	136 mph	130 mph

Among these configurations, the Durango led 0–60 mph acceleration and handling-course time; the Tahoe had the shortest measured braking distance; the Ford Hybrid led 0–100 mph acceleration. No model led every category. Other Ford powertrains should be assessed separately.

4. Operational Suitability

Vehicle	Principal strength	Trade-off to evaluate
Tahoe PPV	Full-size cabin and equipment-carrying potential	Higher purchase cost; larger footprint
Ford Interceptor Utility	Hybrid option with potential idle-related fuel savings	Actual upfitted space and hybrid operating costs
Durango Pursuit	Competitive V8 performance; lower estimated acquisition cost	Confirm Texas availability, cargo fit, and service history

Before purchase, officers should assess visibility, seating with duty belts, prisoner transport, radio and computer placement, emergency equipment access, and actual cargo space after installation.

5. Reliability and Maintenance

There is insufficient comparable long-term 2027 fleet data to identify a proven reliability winner. All three manufacturers have had model-specific recalls or service issues in different years; these must be evaluated by exact engine, model year, and VIN rather than generalized by brand.

Request written police-duty warranty terms, service turnaround expectations, maintenance costs per mile, unscheduled repair frequency, and vehicle downtime from Texas departments operating comparable models.

6. Fuel Consumption and Extended Idling

The Ford Hybrid may reduce gasoline engine run time during some stationary operations. Actual savings depend on climate control, electrical equipment demand, driving patterns, and engine hours. No specific savings figure is assumed without local operating data. The Tahoe and Durango gasoline configurations should be evaluated under the same mileage and idle-hour assumptions.

7. Five-Year Financial Evaluation

Net five-year ownership cost = acquisition and upfitting + fuel + maintenance and repairs + financing – resale or trade-in proceeds.

Based only on preliminary initial acquisition figures, three Fords cost about $20,025 less than three Tahoes; three Durangos could cost approximately $33,135–$48,135 less. These differences do not establish the lowest total cost of ownership.

8. Summary of Findings

Priority	Current evidence
Lowest estimated acquisition cost	Durango (Texas quote still needed)
Full-size utility and equipment capacity	Tahoe
Potential reduction in fuel use during idling	Ford Hybrid
Fastest tested 0–60 mph (listed configurations)	Durango V8
Shortest tested 60–0 mph braking	Tahoe 4WD
Lowest proven five-year ownership cost	Not established
Most reliable 2027 patrol vehicle	Not established

9. Recommendation

No vehicle can be declared objectively superior across every category based on currently available information. The Ford Police Interceptor Utility Hybrid merits priority for further evaluation where fuel and overall operating cost are central. The Tahoe merits priority where full-size equipment capacity is necessary. The Durango remains a legitimate option for purchase cost and tested V8 performance, pending confirmation of 2027 Texas fleet availability and maintenance data.

The department should seek directly comparable Texas municipal fleet bids and evaluate the same operational requirements for all three models before requesting authorization for a specific manufacturer.

10. Recommended Procurement Steps

1. Obtain written Texas fleet quotes with matching specifications, warranty terms, delivery dates, and vehicle availability.
2. Obtain itemized upfitting bids and assess reuse of existing equipment.
3. Arrange in-person officer evaluations of ergonomics, visibility, prisoner transport, and equipment fit.
4. Request maintenance, repair, and downtime records from comparable Texas law enforcement fleets.
5. Prepare a five-year ownership-cost comparison using Tool PD mileage, idle hours, fuel costs, and estimated resale values.

11. Closing

The City of Tool should purchase the safest, most dependable, and most cost-effective patrol vehicles that meet the operational needs of its police department. A uniform evaluation process will allow the Mayor and City Council to make a defensible decision grounded in documented evidence and responsible stewardship of taxpayer funds.

Respectfully submitted,

Robert Walker

Chief of Police
Tool Police Department

Reference Material for Bid Verification

Michigan State Police police vehicle testing:
https://www.michigan.gov/msp/divisions/training/precision-driving-unit/police-vehicle-test-results
Texas dealer advertisements and municipal purchasing contracts should be rechecked for current price, configuration, and availability prior to council approval.

City of Tool
City Council

City Council Agenda Request

Meeting Date Requested: November 19th, 2026

Requested By: Vera Bennett, Mayor

Department: _____

Agenda Item No. **14**

Is this a Budgeted Item? ☐ Yes ☐ No

○ Contract/Agreement ○ General Discussion ● Ordinance ○ Report ○ Resolution

Attachments: Ordinance 2026-10, Live Oak Vista Conceptual Plan

Summary of Agenda Item to be considered:

Staff has received a request from Mayor Vera Bennett in regard to the repeal of Ordinance 2026-10, Live Oak Vista Conceptual Plan.

This request is in respect to Texas Local Government Code Chapter 52.003.

Agenda Item, as listed on the agenda:

Consider, Discuss and Take Action to repeal Ordinance 2026-10, Live Oak Vista Conceptual Plan

Recommended Motion to Consider:

The deadline for agenda requests is by the end of the day on the first day of the month, prior to the scheduled Council Meeting. If you have any additional information you would like for Council to view, please attach it to this form. Please send this form to Kimberley Price, City Secretary when finished.

Vera Bennett

Signature of Sponsoring Officer

Vera Bennett

Printed name of Sponsoring Officer

Live Oak Vista Conceptual Plan

ORDINANCE 2026-10, LIVE OAK VISTA CONCEPTUAL PLAN

AN ORDINANCE OF THE CITY OF TOOL, TEXAS AMENDING THE CITY'S COMPREHENSIVE PLAN, ZONING MAP, AND ZONING ORDINANCE, AND CHANGING THE ZONING OF CERTAIN PROPERTY AS DESCRIBED HEREIN; PROVIDING FOR SAVINGS, REPEALING AND SEVERABILITY CLAUSES; PROVIDING FOR AN EFFECTIVE DATE; PROVIDING FOR A PENALTY CLAUSE NOT TO EXCEED $2000 OR THE HIGHEST PENALTY AMOUNT ALLOWED BY LAW, WHICHEVER IS LESS; AND, PROVIDING FOR THE PUBLICATION OF THE CAPTION HEREOF.

WHEREAS, the owner of the property described in each Exhibit attached hereto has requested a certain zoning for said property; and

WHEREAS, the City of Tool is experiencing growth, and it is desirous that such growth contributes to the economic viability of Tool's and;

WHEREAS, the City Council duly covered and conducted a public hearing, including fulfilling requisite notices to the public, for the purpose of assessing and requesting for amendment to the Planning Zoning Ordinance and;

WHEREAS, mixed use commercial, multi-family, residential land uses attracted to that demand provide continued activity and life for the Tool, and;

WHEREAS, the City Council of the City of Tool has given the requisite notices and afforded a full and fair hearing to all property owners generally and to all persons interested in and situated in the affected area and in the vicinity thereof, the City Council of the City of Tool has concluded that the Zoning Ordinance of the City of Tool should be amended as follows:

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

Section 1. The Zoning Ordinance of the City of Tool, Texas, is amended by zoning the tract described in Exhibit A, identified as Property ID #230004 in Henderson County Appraisal District Records, attached hereto and made an integral part of this Ordinance, as Planned Development (PD).

Section 2. The Live Oak Vista Planned Development District described in Exhibit "A" is comprised of certain Planned Development Districts and their standards. These Tracts (Districts) are described below and shown throughout Exhibit "A'. The Concept Plan for the Lakeview Apartments Planned Development District is as shown on the attached Exhibit "B". The Legal Descriptions for each tract are shown on the attached Exhibit "C." The Land Use Chart of uses is shown as Exhibit "D." The Landscaping attachment is shown on Exhibit "E."

Section 3. Establishment of Tracts (Districts)

For the purpose of this Planned Development ordinance, the land described in Exhibit A, is hereby divided into districts as follows:

Tract (District) 1 – (+/- 10.365 acres)

Tract (District) 2 – (+/- 10.353 acres)

Tract (District) 3 – (+/- 20.957 acres)

Tract (District) 4 - (+/- 37.685 acres)

Section 4. The official Zoning Map of the City of Tool shall be corrected to reflect the change in zoning described herein.

Section 5. All ordinances of the City of Tool in conflict with the provisions of this ordinance are repealed to the extent of that conflict.

Section 6. This Ordinance shall take effect immediately from and after its passage and the publication of the caption of said ordinance as the law in such case provides.

PASSED by the City Council of the City of Tool, Texas, this _____day of _____,2026.

ATTESTED: APPROVED:

_____ _____

Vera Bennett, Mayor Kimberley Price, City Secretary

Attachments to PD

Exhibit "A"	Live Oak Vista Conceptual Standards
Exhibit "B"	Conceptual Plan
Exhibit "C"	Legal Description for Tracts 1, 2, 3, 4
Exhibit "D"	Land Use Chart
Exhibit "E"	Landscaping

LIVE OAK VISTA PLANNED DEVELOPMENT
CITY OF TOOL, TEXAS

SECTION 1 – PLANNED DEVELOPMENT SUMMARY AND PURPOSE

Use of the Property shall comply with the general use areas shown as Commercial, Mixed-Use, Northern Residential, and Southern Residential tracts on the Concept Plan attached as ***Exhibit B***, as it may be amended in accordance with this section, and with the permitted land use table for each general use area as set forth in ***Exhibit D***. The developer may change the boundaries and land area up to a cumulative amount of ten percent of the land area for each tract. Changes to the Planned Development (PD) will be required to be presented before the Planning and Zoning Commission, if applicable, and City Council for approval including a change to the boundary of a land use area that exceeds ten percent of a tract area listed in the Section 4.A Land Use Table. In addition, deviations from the planned development design standards or not specifically addressed in the City of Tool Code of Ordinances will need to be presented before Planning and Zoning Commission, if applicable, and City Council for approval.

Any item not addressed in this PD will conform to the City of Tool Code of Ordinances.

SECTION 2 – DEFINITIONS

A. Definitions. Terms used within this PD, including its exhibits, shall be defined as stated below. If a term is not listed below, the definition in the Zoning Ordinance shall apply.

1. Active Park – means a park intended to support activities and equipped with improvements to promote activities, such as picnic tables, shade structures, dog parks and playgrounds.

2. Alley – means a private pavement section intended for vehicular access to a residential use.

3. Amenity/Event Center – means an accessory use to a residential development that may consist of one or more buildings and structures and that may include, but is not limited to, meeting space, recreational facilities (such as a swimming pool and playground).

4. Block face – means one side of a block between two streets, court, or mews.

5. Boulevard – means a street divided by a median.

6. Facade – means any separate face of a building that encloses or covers usable space. A roof, by definition, is not a facade.

7. General Retail Store, Other Than Listed – means a facility or area for the retail sale of general merchandise or food, but does not include uses specifically listed in this PD.

8. Height – means the vertical distance measured from grade to the highest point of a structure (including a sign). Exceptions for structures on top of buildings, such as following:
   i. Elevator penthouse or bulkhead.
   ii. Mechanical equipment room.
   iii. Cooling tower.
   iv. Tank designed to hold liquids.
   v. Ornamental cupola or dome.
   vi. Skylights.

vii. Clerestory.
viii. (viii)Visual screens which surround roof mounted mechanical equipment.
ix. Chimney and vent stacks.
x. Amateur communications tower.
xi. Parapet wall, limited to a height of four feet.

9. Land Use Category – means one of the following land use categories identified on the permitted use table attached as *Exhibit D*.

10. Masonry – means stone or brick laid up unit by unit and set in mortar, stucco panels, or cementitious fiber board.

11. Mixed Use – mean any combination of commercial or residential uses either vertically or horizontally planned.

12. Multifamily – means a building used or designed as a residence for three or more families or households living independently of each other on the same lot.

13. Non-residential building or non-residential development - means a building or a lot containing one or more uses that are not single family attached, detached, or multifamily.

14. Non-residential use – means a use that is not exclusively single family attached, detached, or multifamily.

15. Open Space – means property that is one of the following: a public park, a private park accessible to residents living on the Property, or an undeveloped space open to the sky and accessible by the public and located on private property, such as native mitigation areas or trails, except for development allowed in open space in this PD.

16. Parkway – means the area between a right-of-way and the back of curb.

17. PD – means this Planned Development District.

18. Public Access Easement (PAE) – a legally recorded, non-exclusive easement granted to the Municipality and the general public over, under, across, and through a designated portion of privately owned land.

19. Pocket Park – means a park that is less than one acre in size.

20. Property – means the property depicted on the attached *Exhibit A* and described by metes and bounds on the attached *Exhibit C*.

21. Residential Building or Residential Development – means a building or a lot with single family or multifamily use.

22. Residential Use – means single family homes detached or attached for sale and for lease, or multifamily use.

23. Single Family Attached – means a single-family dwelling unit that is attached to another dwelling unit such as a townhome or cottage style residence in groups of two and six dwelling units making up one building.

24. Single Family Detached – means a single-family dwelling on a separate lot that fronts on a street, a place, or a court, that is not attached to another dwelling unit.

25. Short Term Rental – A privately-owned dwelling, including but not limited to, a single-family dwelling, single-family dwelling attached, multi-family dwelling, rented by the public for consideration, and used for dwelling, lodging or sleeping purposes for a period of less than 30 consecutive days. Privately owned residences within this Planned Development will comply with City of Tool Code of Ordinances Chapter 117: Short-Term Rentals. (Ordinance 2026-05, Short Term Rental Regulations)

26. Temporary Use – means of limited duration; not permanent; and/or means a facility or area used as a temporary field construction office, storage of construction equipment and materials associated with an active permit to demolish or construct.

27. Tract – means sections of property described by metes and bounds for specific land uses and phases of Concept Plan.

SECTION 3 – SPECIAL REGULATIONS

A. Any phasing information or development schedule shown on a plat or in documents accompanying a plat shall be informational only and subject to change by the Owner.

B. This PD will adhere to the City of Tool Code of Ordinances Chapter 154: Subdivisions.

C. A preliminary plat shall be recommended for approval by the Planning and Zoning Commission, if applicable, and approved by the City Council if the following standards have been met:
    1. The plat conforms to the Conceptual Plan.
    2. The plat conforms to the Planned Development Regulations.

SECTION 4 – PERMITTED USES

A. PRINCIPAL USES.

See Land Use Table *Exhibit D*.

	Acreage
Tract 1	+/- 10.365 AC
Tract 2	+/- 10.353 AC
Tract 3	+/- 20.957 AC
Tract 4	+/- 37.685 AC

A. ACCESSORY USES.

1. Accessory outside storage on a single-family lot.
2. Accessory swimming pool, private.
3. Amenity Center.
4. Detached Garages.
5. Carports.
6. Accessory storage units for multifamily purposes.
7. Maintenance building.

SECTION 5 – COMMERCIAL NON-RESIDENTIAL STANDARDS

A. BULK REQUIREMENTS FOR NON-RESIDENTIAL DEVELOPMENT

1. This PD will adhere to the City of Tool Code of Ordinances Local Business District (B-1), unless specifically stated otherwise in this ordinance.

2. **TABLE 5.1 Non-Residential Requirements**

Requirement	Non-Residential
Min. Lot Area	**None**
Min. Front Setback	**25'**
Min. Side Setback	**10'**
Min. Rear Setback	**20'**
Max. Lot Coverage	**None**
Min. Street Corner Setback	**15'**
Max. Structure Height	**60'**

B. NON-RESIDENTIAL DESIGN STANDARDS

1. Design Features for Non-Residential Buildings

   a. All buildings must include at least four of the following architectural design elements:
      i. Canopies, awnings, or porticos;
      ii. Arcades;
      iii. Display windows;

iv. Architectural details (such as tile work and moldings) are integrated into the building façade;
v. Articulated ground floor levels or base;
vi. Articulated cornice line;
vii. A combination of no more than two buildings materials constituting a minimum of 60% of the total exterior walls, differentiated by texture, or material, and may be a combination of primary and secondary masonry materials; and
viii. Other architectural features as approved by the Director of Development Services.

2. Transparency
   a. Each commercial and retail floor on a primary façade shall contain at least 50% doors and windows. 25% of primary façade windows shall include two of the following:
      i. Veranda, Terrace, porch or balcony (accessible for single units) minimum 4 feet deep.
      ii. Trellis
      iii. Shed roof awning
      iv. Bay windows
      v. Bow window
      vi. Transom windows
      vii. Arched windows
      viii. Gable windows
      ix. Oval or round windows
      x. Shutters
      xi. Decorative stone or brick band
      xii. Projecting trim casings or surrounds
      xiii. Projecting muntins or mullions and/or other elements which cause the formation of shadows on the window and the adjacent façade, or
      xiv. Other features as approved by the Director of Development Services.
   b. This provision does not apply to office use development.

3. Façade Finish

   All nonresidential buildings shall be architecturally finished on all four sides with same materials, color, detailing, and features, except the rear if two rows of 3" caliper trees that are planted one every 30 feet on center along the perimeter behind the building. In this case, the architectural finish must match the remainder of the building in color only.

4. Articulation Standards

Any primary façade shall include projections or recesses and vertical variation in the roof line in accordance with the horizontal and vertical articulation requirements set forth below:

a. Horizontal Articulation
    i. A building façade greater than 50 feet in horizontal length, may not extend for a distance greater than five times its average height without a perpendicular offset of at least ten percent of such building height.
    ii. For a building with façade length greater than 50 feet, the total length of all façade walls in a single plane may not exceed 60 percent of the total façade length without an offset of at least ten percent of the building height.
b. Vertical Articulation
    i. For buildings greater than 50 feet in horizontal length, the horizontal wall may not extend for a distance greater than five times its height without a change in elevation of at least 10 percent of such height.
    ii. The total length of all vertical elevation changes in the roofline shall be no less than 10 percent and no more than 40 percent of the total façade length.

5. Building Entrance Standards

a. Any front building entrance shall be set back at least 15 feet from the drive aisle.
b. Single-use or multitenant buildings over 50,000 square feet in size shall provide clearly defined, highly visible customer or employee entrances with the integration of awnings or similar architectural features.

6. Drive-Thru

Drive-thru facilities shall be located to the side or rear of the structure and will meet the City's stacking and parking requirements, unless site constraints limit such orientation, as determined by the Building Official or their designee .

SECTION 6 – RESIDENTIAL DEVELOPMENT STANDARDS

A. BULK REQUIREMENTS FOR RESIDENTIAL DEVELOPMENT

1. Swimming pools and accessory outside storage units shall have a minimum five-foot setback from rear and side property lines, however, the setback applies only to the swimming pool or structure, and not to associated decking or paving around the pool or structure.

2. Porches, a minimum of five feet in depth, located on the front façade may encroach up to five feet into the building setback.

3. **TABLE 6.1 Residential Building Setback and Area Requirements**

	Single Family Detached	Single Family Attached	Multi-Family Buildings
Min. Lot Area	3,000 SF	2,000 SF	10,000 SF
Min. Lot Width	30’	20’	50’
Min. Lot Depth	100’	100’	100’
Max. Front Setback *	20’	10’	25’
Min. Side Setback *	3’	0’	10’
Side Street Setback *	10’	5’	15’
Min. Rear Setback *	10’ / 5’ for rear garages	5’	10’
Min. Dwelling Size	1,500 SF	750 SF	500 SF
Max. Lot Coverage	75%	75%	90%
Max. Structure Height	2 Stories / 40’	3 Stories / 54’	4 Stories / 60’

***Setbacks will be the greater of defined setback or the addition of two feet behind any required public easement**.

B. RESIDENTIAL DESIGN STANDARDS

1. Approved Building Materials

In the context of approved building materials, a façade does not include doors, garages, fascia, windows, chimneys, dormers, window box-outs, bay windows, soffits, eaves, and outdoor fireplaces. Multiple buildings on the same lot will each be deemed to have separate facades.

a. Single Family Residential buildings (attached or detached) of each exterior building façade shall consist of one or more of the following building materials:
    i. Stone, brick or tile laid up unit by unit and set in mortar;
    ii. Stucco (exterior Portland cement plaster with three coats over metal lath or wire fabric lath or other methods proved to be as equal or better quality in durability);
    iii. Cultured stone or cast stone;
    iv. Architecturally finished block (i.e. burnished block or split faced concrete laid up unit by unit and set in mortar);
    v. Cementitious fiber board;
    vi. Glass; or
    vii. An alternative material approved by the Building Official or their designee based on a finding that it is of a quality equal to or better than the materials listed above in durability.

b. A façade may include accent materials not listed above, except that aluminum siding, vinyl siding, unfinished concrete block, reflective glass, and galvanized steel are prohibited.

2. Roofing Design and Materials

    a. All pitched roofs of residential and non-residential buildings shall have a minimum pitch of 6:12. Roofs covering porches and other architectural elements are excluded from this requirement.
    b. Roofing materials for sloped roofs shall be selected from the following list:
        i. Asphalt shingles;
        ii. Industry approved synthetic shingles;
        iii. Standing seam metal roofs;
        iv. Tile roofs;
        v. Slate roofs;
        vi. An alternative material approved by the Director of Development Services based on a finding that it is of a quality equal to or better than the materials listed above in durability.

3. Design Features for Single Family Residential Buildings

    a. Two of the following design features are required on the exterior of each building containing a single family detached or single family attached use:
        i. Dormers;
        ii. Cupolas;
        iii. Gables;
        iv. Recessed entries (minimum of three feet);
        v. Balconies;
        vi. Covered front porches (minimum of five feet in depth);
        vii. Box windows;
        viii. Architectural pillars or posts;
        ix. Exterior chimneys;
        x. Varied roof heights;
        xi. Archways;
        xii. Shutters (functional or decorative); or
        xiii. Articulated cornice lines.
    b. At least 15 percent of each residential facade adjacent to and facing a street or public open space shall contain windows or doorways.

4. Repetition of Elevations for Single Family Residential Uses.

    a. No street-facing elevation on a single-family detached home shall be repeated directly across the street from itself (excluding “T” intersections and within cul-de-sacs), or within three lots of itself along the same block face. At least 10 percent of an elevation must be different, or it will be considered to be a repeated elevation. Refer to item 3.a above for features which satisfy this requirement.

5. Residential Garages for Single Family Residential Uses.

    a. Each single-family dwelling unit shall provide at least one enclosed off-street space and two designated parking spaces either on-street or off-street.
    b. Should a single-family dwelling unit provide off-street and enclosed parking spaces, then the enclosure should be placed behind the front building line on the same lot as the main structure.
    c. Rear-facing garages served from an alley shall be limited to the greater of 5 feet from the property line or the addition of two feet behind any required public easement.
    d. Front-facing garages on a public street shall be located at the greater of 20 feet from the front property line to allow for additional off-street parking or the addition of two feet behind any required public easement.
    e. Front-facing garages may not exceed sixty-seven (67%) percent of the front facade and contain at least one of the following features:
        i. Garage doors shall be constructed with wood or aluminum with simulated wood panels and shall have wood or simulated wood trim similar to carriage style garage doors.
        ii. A minimum 12-inch recess from the front façade of the house.
        iii. The top panel of each garage door may have divided windows.
        iv. Single garage doors separated by a masonry column.
        v. If the garage has more than two-vehicle width, each garage door shall be a single garage door separated by masonry columns, or a double garage door may be used in conjunction with a single garage door if the double garage door is separated from the other door by a masonry column.

6. Special Considerations for Single Family Attached Residential Buildings

    a. Single-family-attached dwelling units are permitted to be plat individually or with multifamily lots.
    b. Single-family-attached dwelling units are not required to appear as a single unit.
    c. Single-family-attached buildings will follow adopted International Building Code (IBC) for fire rated walls.
    d. Repeated elevations for single family attached homes on multifamily platted lots are permitted.

7. Design Features for Multifamily Buildings

    a. Each multifamily development phase shall provide three (3) of the following amenities:
        i. Swimming pool
        ii. Fitness center
        iii. Clubhouse with 1,000 square feet of community gathering space
        iv. Covered Picnic Area
        v. Dog Park of at least 2,000 square feet in area
        vi. One regulation size pickle ball court, or
        vii. An alternative amenity approved by the Building Official or their designee
        viii. Any comprehensive community amenities which support the master plan shall count towards the required three amenities.

b. Facade Materials
    i. Approved building materials consist of stone, brick or tile laid up unit by unit and set in mortar; stucco; cultured stone or cast stone; architecturally finished block (i.e. burnished block or split faced concrete laid up unit by unit and set in mortar);
    ii. Material percentages are calculated from the finished floor to the top plate at the upper floor.
    iii. Except for windows, doors, garage doors, balconies, recessed patios, portions, and corridor or stairway entrances, all building facades shall be composed of two or more of the following preferred building materials:
        1. Stone, brick or tile laid up unit by unit and set in mortar;
        2. Stucco;
        3. Cultured stone or cast stone;
        4. Architecturally finished block (i.e. burnished block or split faced concrete laid up unit by unit and set in mortar);
        5. Cementitious fiber board;
        6. Glass; or
        7. An alternative material approved by the Building Official or their designee based on a finding that it is of a quality equal to or better than the materials listed above in durability.
    i. Up to twenty-five (25%) percent of the front facade shall consist of windows or glass doors.

c. All buildings must include at least four of the following design features:
    i. Architectural lighting attached to the building;
    ii. Arches;
    iii. Articulated cornice line;
    iv. Balconies and/or outdoor patios;
    v. Dentil course;
    vi. Divided light windows;
    vii. Recesses, projections, columns, pilasters projecting from the planes, offsets, reveals, or projecting ribs used to express architectural or structural bays;
    viii. Varied roof heights for pitched, peaked, sloped, or flat roof styles;
    ix. Architectural details such as tile work, molding, corbels, shutters, awnings, or accent materials integrated into the building facade.
    x. Other architectural features as approved by the Director of Planning and Development.

d. Covered parking structures shall be designed to be architecturally compatible with the main multifamily structures. Exposed steel or timber support columns shall be permitted.

SECTION 7 – OTHER GENERAL DEVELOPMENT STANDARDS

A. LANDSCAPING

1. Residential Landscape Requirements.
   a. Each single-family residence shall have an irrigation system in the front yard and street corner side yard.
   b. Each single-family lot shall provide a minimum of one street tree at least three caliper inches.
      i. One must be a shade street tree planted in the parkway of the associated lot in accordance with the *Exhibit E.*
      ii. All required trees shall be selected from an approved tree list at Site Plan approval.
   c. Each home lot shall provide a vegetative area in addition to turf placed in the front yard for ornamental trees, individual shrubs, or seasonal color.

2. Non-residential Uses Landscaped Requirements.
   a. Landscape parking islands of 140 square feet must be provided every twenty continuous spaces and contain at least one tree, shrubs, sod, or equivalent drought resistance xeriscape.
   b. Street trees along internal public streets shall provide shade trees every thirty-five to fifty feet on center in accordance with *Exhibit E*.
   c. Any landscaped median shall provide street trees, shrubs, sod, or equivalent drought resistance xeriscape.
   d. The following table contains the list of prohibited species. Plants listed in this table may not be used to fulfill any planting requirements.

Prohibited Species List

Trees			
Arborvitae	*Thuja accidentalis*	Arizona Ash	*Fraxinum velutina "Arizonia"*
Callery Pear	*Pyrus calleryana*	Chinese Tallow	*Sapium sebiferum*
Cottonwood	*Populus deltoides*	Lombardy Poplar	*Populus nigra italica*
Chinaberry	*Melia azedarach*	Mimosa	*Albizzia julibrissen*
Chinese Parasol	*Firmiana simplex*	Siberian Elm	*Ulmus pumila*
Mulberry	*Morus alba*	Sawtooth Oak	*Quercus acutissima*
Silver Maple	*Acer saccharinum*	Tree of Heaven	*Ailanthus altissima*
Hackberry	*Celtis occidentalis*	Honey Locust	*Gleditsia triacanthos*
Catalpa	*Catalpa bignonioides*		

Shrubs			
Euonymus	*Euonymus japonicus*	Privet Species	*Ligustrum sp.*
Pittosporum	*Pittosporum tobbira*	Ligustrum	*Ligustrum japonicum*
Oleander	*Nerium oleander*	Loquat	*Eriobotrya japonica*

B. ENTRANCE REQUIREMENTS

The main development entrances from State Highway 274 shall provide a monument sign with lighting and one additional of the following additional landscaping elements:

a. Enhanced landscaping and/or planting beds with irrigation.
b. Textured or decorative pavement.
c. Other landscaping elements as approved by the Building Official or their designee.

C. OPEN SPACE

1. Mixed Use and Residential Tracts 2, 3, and 4 shall be developed with privately maintained open space located throughout the PD, exclusive of the open space and/or landscaped areas provided on the individual residential lots.

2. Open spaces shall include floodplain, ponds, detention areas, and small open spaces. Small Open Spaces shall be connected with sidewalks to be a comprehensive pedestrian system.

3. A pedestrian circulation system shall be provided that affords connectivity to the entire community and the perimeter of the Property. The pedestrian system shall include concrete trails that are a minimum of eight feet in width. The pedestrian circulation system may be located on private property with a pedestrian access easement or within the right-of-way. The pedestrian circulation system shall include such items as benches, landscaping, signage, lighting, bike racks, water fountains, trash cans, and pet waste stations.

4. All open space areas and landscaping materials shall be installed in compliance with a Site Plan for each development phase.

5. All landscaping materials shall be maintained in a healthy, living, and growing state, and be irrigated by an automatic irrigation system. Any landscaping that is removed must be replaced with the same or comparable species and caliper plant, as when it was originally installed; provided, however, the Building Official or their designee may approve an alternate species of plant upon a finding that the species originally planted has been subjected to disease or other condition that prohibits the ability of the original species to survive long term. The property owner's (or homeowner's) association shall maintain or cause to be maintained all landscaping materials and irrigation system located in open spaces, landscaped medians, and other common areas.

6. Parks and open space areas shall be designated on approved plats for the Property.

D. SCREENING/FENCING

1. <u>Single Family Detached Residential Lot Fencing</u>
   a. Fencing shall be connected to the side of the house on the lot.
   b. Fencing shall be constructed of wood, brick, or decorative metal.
   c. Fencing shall be a minimum of six feet in height and a maximum of eight feet in height.
   d. Fencing shall be a maximum of 42 inches in height if placed in the front yard.
   e. Fencing along streets shall be located parallel to the curb.
   f. Fencing shall be constructed so that the side of the fence containing the structural supports is not visible from any public right-of-way.
   g. All fences constructed of wood must be stained and have metal posts anchored with concrete for structural support.
   h. No fencing, plantings, or other obstructions may be planted in a fifteen foot by visibility triangle at intersections.

2. Screen Fencing

A minimum six-foot tall masonry and/or board-on-board wood with cap screen fence shall be provided along the perimeter of the site.

3. Trash Storage Areas

For non-residential developments, outdoor trash storage areas must be screened on three sides by a solid wall at least eight feet in height of material that is consistent with the exterior building material of the main building that the storage area serves. Opaque metal gates shall be used to access such trash collection areas.

4. Other

All mechanical, heating, and air conditioning equipment (e.g., rooftop or ground equipment) shall be screened from a ground level view within six feet from the public right-of-way with landscaping.

E. STREETS

1. All streets and alleys with this Planned Development will comply with the roadway and alley sections defined in *Exhibit E*.

F. SIGNS

1. All signs shall be consistent with the architectural style of the associated building within the development.

2. All signs shall comply with City of Tool Code of Ordinances Chapter 153.

3. The developer may choose to submit an architecturally comprehensive sign package for approval with the Final Plat.

G. PARKING

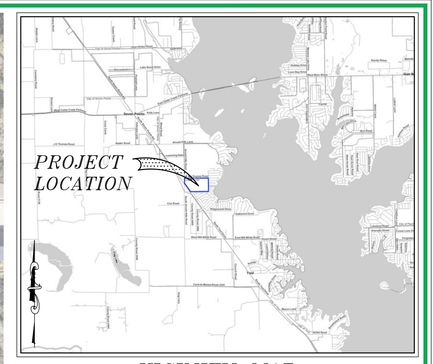
1. General Provisions.

   a. Off-street and on-street parking shall count towards the required parking for residential and non-residential uses.
   b. Head-in and parallel spaces located on streets are permitted and count toward required parking.
   c. Unless otherwise stated, all parking spaces may be enclosed or unenclosed.

2. Minimum Parking Requirements.

   See Exhibit D: Land Uses Table for the minimum parking requirements for each principal use.





VICINITY MAP
NTS

LINE TABLE		
LINE #	LENGTH	DIRECTION
L1	102.51'	S 35°45'24" E
L2	147.52'	S 00°35'15" E

0 50 100 200

1 inch = 100 ft.

Exhibit "B"

OWNER / DEVELOPER:

LONE STAR LAND DEVELOPMENT

5300 ROYAL LANE
DALLAS, TX 75229
CONTACT: TUFAN KILINC
PHONE: 214-600-2404
EMAIL: tmkilinc@gmail.com

PLANNED DEVELOPMENT
EXHIBIT A – ZONING MAP

LIVE OAK VISTA

79.36 ACRES SITUATED IN THE D.O.
WILLIAMS SURVEY, ABSTRACT NO. 841
CITY OF TOOL
HENDERSON COUNTY, TEXAS

JULY 2026

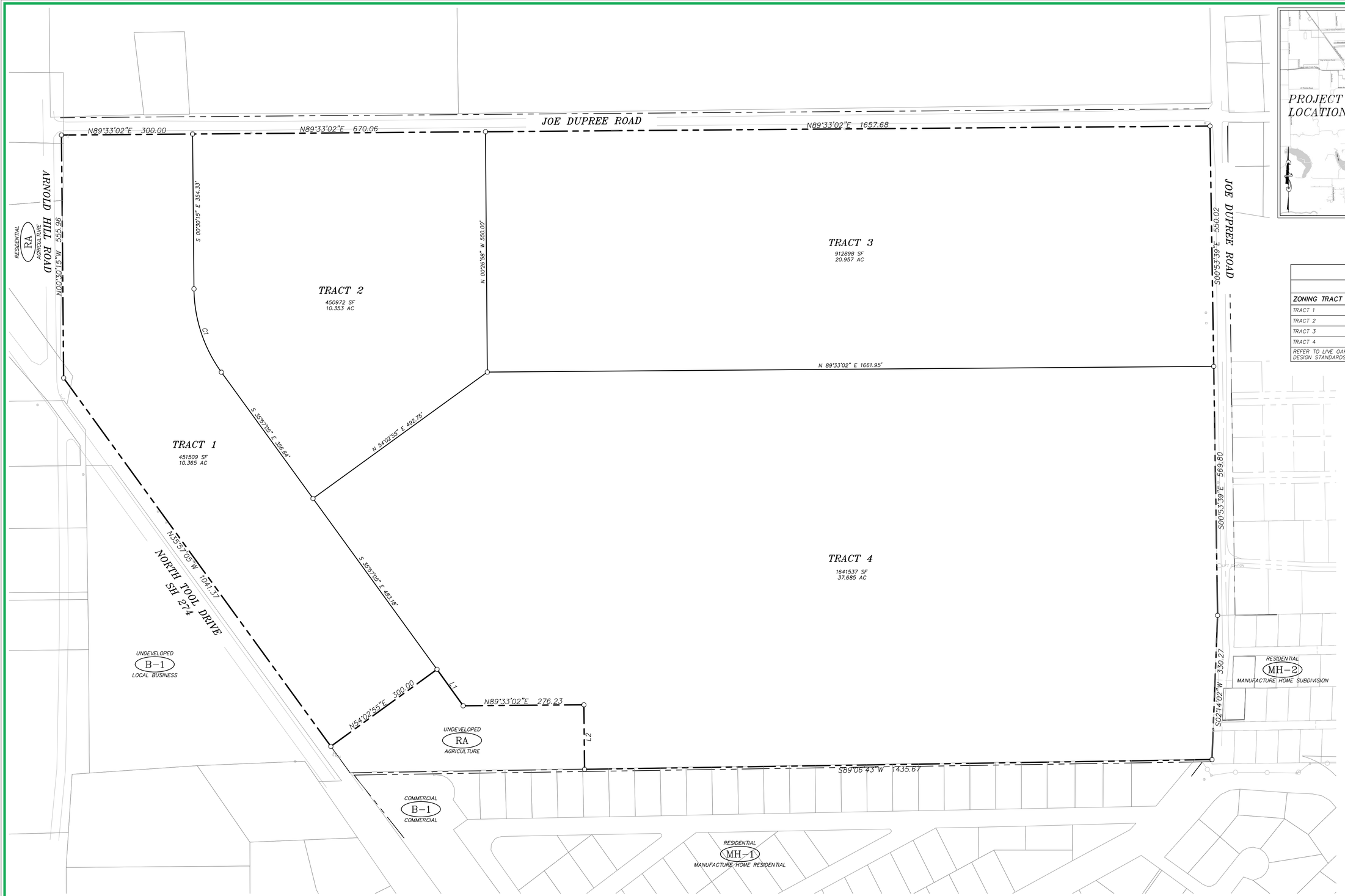
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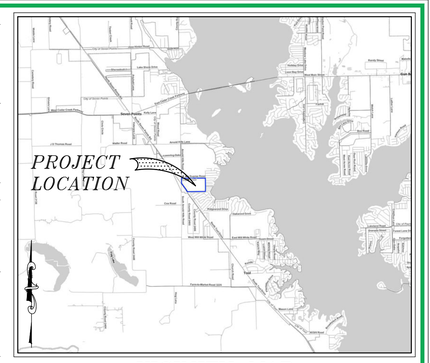
mma

civil engineering surveying landscape architecture planning

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VICINITY MAP
NTS

LIVE OAK VISTA		
ZONING TRACT	AREA (AC)	BASE ZONING DISTRICT
TRACT 1	10.365 AC	B-1
TRACT 2	10.353 AC	MIXED USES (MF-1, B-1, & R-1)
TRACT 3	20.957 AC	R-1
TRACT 4	37.685 AC	R-1
REFER TO LIVE OAK VISTA PLANNED DEVELOPMENT ORDINANCE FOR SPECIFIC DESIGN STANDARDS.		

LINE TABLE		
LINE #	LENGTH	DIRECTION
L1	102.51'	S 35°45'24" E
L2	147.52'	S 00°35'15" E

CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	CHORD DIRECTION	CHORD LENGTH
C1	204.16'	330.00'	35° 26' 50"	S 18°13'40" E	200.92'

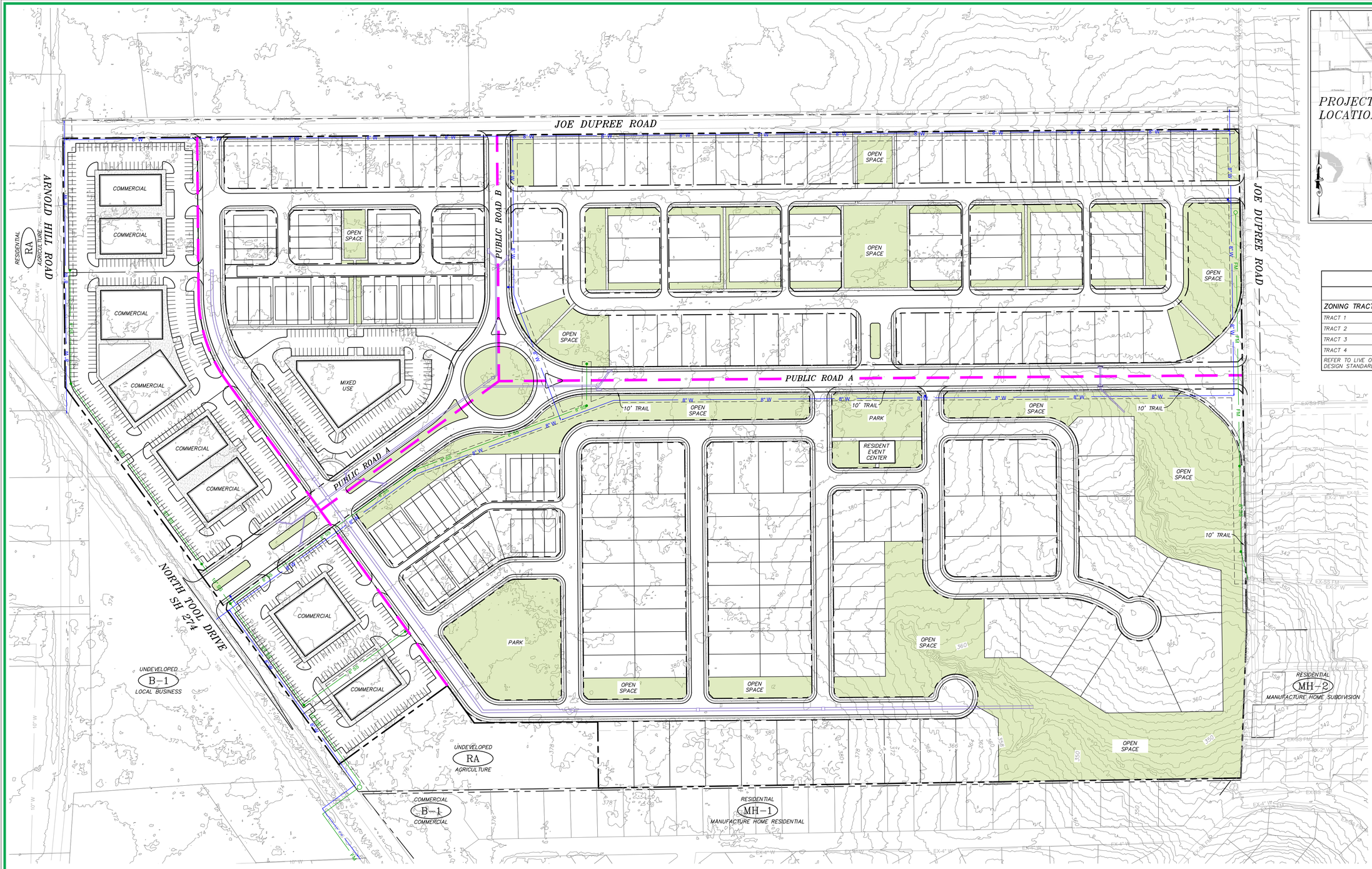
Exhibit "B"

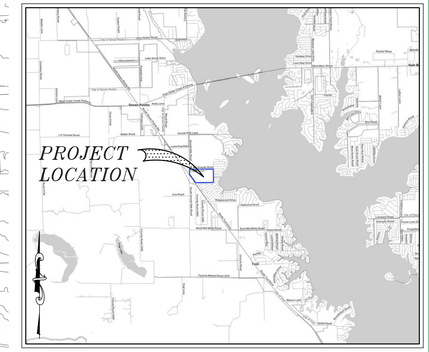
OWNER / DEVELOPER:
LONE STAR LAND DEVELOPMENT
5300 ROYAL LANE
DALLAS, TX 75229
CONTACT: TUFAN KILINC
PHONE: 214-600-2404
EMAIL: tmkilinc@gmail.com

PLANNED DEVELOPMENT
EXHIBIT B-1 – CONCEPT PLAN
LIVE OAK VISTA
79.36 ACRES SITUATED IN THE D.O. WILLIAMS SURVEY, ABSTRACT NO. 841
CITY OF TOOL
HENDERSON COUNTY, TEXAS
SEPTEMBER 2026

SURVEYOR/ENGINEER:
mlma
civil engineering surveying landscape architecture planning
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VICINITY MAP
NTS

LIVE OAK VISTA		
ZONING TRACT	AREA (AC)	BASE ZONING DISTRICT
TRACT 1	10.365 AC	B-1
TRACT 2	10.353 AC	MIXED USES (MF-1, B-1, & R-1)
TRACT 3	20.957 AC	R-1
TRACT 4	37.685 AC	R-1
REFER TO LIVE OAK VISTA PLANNED DEVELOPMENT ORDINANCE FOR SPECIFIC DESIGN STANDARDS.		

NOTES:
1. REFER TO EXHIBIT B – CONCEPT PLAN FOR TRACT DESIGNATIONS AND EXHIBIT C FOR LEGAL DESCRIPTIONS.
2. REFER TO EXHIBIT D FOR GENERAL PERMITTED LAND USES.
3. REFER TO EXHIBIT E FOR TYPICAL STREET CROSS SECTIONS.

LEGEND:
- TRACT DEMARCATION LINE
- OPEN SPACE
- WATER LINE
- SANITARY SEWER LINE
- STORM LINE

0 50 100 200

1 inch = 100 ft.

OWNER / DEVELOPER:
LONE STAR LAND DEVELOPMENT
5300 ROYAL LANE
DALLAS, TX 75229
CONTACT: TUFAN KILINC
PHONE: 214-600-2404
EMAIL: tmkilinc@gmail.com

PLANNED DEVELOPMENT
EXHIBIT B-2 – CONCEPT PLAN

LIVE OAK VISTA

79.36 ACRES SITUATED IN THE D.O. WILLIAMS SURVEY, ABSTRACT NO. 841
CITY OF TOOL
HENDERSON COUNTY, TEXAS

SEPTEMBER 2026

SURVEYOR/ENGINEER:
mma
civil engineering surveying landscape architecture planning
tbpels registration number: f – 2759
tbpels registration/license number: 10088000
519 east border
arlington, texas 76010
817-469-1671
fax: 817-274-8757
www.mmatexas.com

SHEET 1 OF 1

Exhibit "B"

PLOTTED BY: BOBBY OADES DATE: 9/25/2026 3:28 PM PATH: P:\3781-00\02000 Planning & Zoning\001 Zoning Representation\Design\Plot Sheets\Exhibit B1 - Concept Plan.dwg

METES & BOUNDS DESCRIPTION TRACT 1
(ZONING LEGAL)
10.365 ACRES OF LAND

BEING A 10.365 ACRE TRACT OF LAND SITUATED IN THE D. O. WILLIAMS SURVEY, ABSTRACT NO. 841, HENDERSON COUNTY, TEXAS, BEING A PORTION OF AN 81.566 ACRE TRACT OF LAND DESCRIBED IN THE DEED TO ROBERT L. SNYDER, AS RECORDED IN COUNTY CLERK'S DOCUMENT NUMBER 2023-00009507, HENDERSON COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID 81.566 ACRE TRACT, AT THE INTERSECTION OF THE EAST RIGHT-OF-WAY LINE OF ARNOLD HILLS ROAD AND THE SOUTH RIGHT-OF-WAY LINE OF JOE DUPREE ROAD;

THENCE NORTH 89°33'02" EAST, WITH THE NORTH LINE OF SAID 81.566 ACRE TRACT AND THE SOUTH RIGHT-OF-WAY LINE OF SAID JOE DUPREE ROAD, A DISTANCE OF 300.00 FEET TO A POINT FOR CORNER;

THENCE OVER AND ACROSS SAID CALLED 81.566 ACRE TRACT, THE FOLLOWING COURSES AND DISTANCES:

SOUTH 0°30'15" EAST, A DISTANCE OF 354.33 FEET TO A POINT FOR THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 330.00 FEET AND A CHORD WHICH BEARS SOUTH 18° 13' 40" EAST, A DISTANCE OF 200.92 FEET;

IN A SOUTHEASTERLY DIRECTION, WITH SAID CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 35°26'51", AN ARC LENGTH OF 204.16 FEET TO A POINT FOR THE END OF SAID CURVE TO THE LEFT;

SOUTH 35°57'05" EAST, A DISTANCE OF 840.02 FEET TO A POINT FOR CORNER;

SOUTH 54°02'55" WEST, A DISTANCE OF 300.00 FEET TO A POINT FOR CORNER IN THE WEST LINE OF SAID 81.566 ACRE TRACT AND THE EAST RIGHT-OF-WAY LINE OF STATE HIGHWAY 274;

THENCE NORTH 35°57'05" WEST, WITH THE WEST LINE OF SAID 81.566 ACRE TRACT AND THE EAST RIGHT-OF-WAY LINE OF SAID STATE HIGHWAY 274, A DISTANCE OF 1,041.37 FEET TO A POINT FOR CORNER AT THE INTERSECTION OF THE EAST RIGHT-OF-WAY LINES OF SAID STATE HIGHWAY 274 AND ARNOLD HILLS ROAD;

THENCE NORTH 0°30'15" WEST, WITH THE WEST LINE OF SAID 81.566 ACRE TRACT AND THE EAST RIGHT-OF-WAY LINE OF SAID ARNOLD HILLS ROAD, A DISTANCE OF 555.96 FEET TO THE **POINT OF BEGINNING** AND CONTAINING 451,509 SQUARE FEET OR 10.365 ACRES OF LAND, MORE OR LESS.

NOTE: THIS DESCRIPTION IS FOR ZONING PURPOSES ONLY AND SHOULD NOT BE USED, VIEWED, OR RELIED UPON AS A BOUNDARY SURVEY; AND SHOULD NOT BE USED TO ESTABLISH OR CONVEY RIGHTS TO, OR INTEREST IN REAL PROPERTY.

METES & BOUNDS DESCRIPTION TRACT 2
(ZONING LEGAL)
10.353 ACRES OF LAND

BEING A 10.353 ACRE TRACT OF LAND SITUATED IN THE D. O. WILLIAMS SURVEY, ABSTRACT NO. 841, HENDERSON COUNTY, TEXAS, BEING A PORTION OF AN 81.566 ACRE TRACT OF LAND DESCRIBED IN THE DEED TO ROBERT L. SNYDER AS RECORDED IN COUNTY CLERK'S DOCUMENT NUMBER 2023-00009507, HENDERSON COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID 81.566 ACRE TRACT, AT THE INTERSECTION OF THE EAST RIGHT-OF-WAY LINE OF ARNOLD HILLS ROAD AND THE SOUTH RIGHT-OF-WAY LINE OF JOE DUPREE ROAD;

THENCE NORTH 89°33'02" EAST, WITH THE NORTH LINE OF SAID 81.566 ACRE TRACT AND THE SOUTH RIGHT-OF-WAY LINE OF SAID JOE DUPREE ROAD, A DISTANCE OF 300.00 FEET TO THE **POINT OF BEGINNING**;

THENCE NORTH 89°33'02" EAST, CONTINUING WITH THE NORTH LINE OF SAID 81.566 ACRE TRACT AND THE SOUTH RIGHT-OF-WAY LINE OF SAID JOE DUPREE ROAD, A DISTANCE OF 670.06 FEET TO A POINT FOR CORNER;

THENCE OVER AND ACROSS SAID CALLED 81.566 ACRE TRACT, THE FOLLOWING COURSES AND DISTANCES:

SOUTH 0°26'58" EAST, A DISTANCE OF 550.00 FEET TO A POINT FOR CORNER;

SOUTH 54°02'55" WEST, A DISTANCE OF 492.75 FEET TO A POINT FOR CORNER;

NORTH 35°57'05" WEST, A DISTANCE OF 356.84 FEET TO A POINT FOR THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 330.00 FEET AND A CHORD WHICH BEARS NORTH 18° 13' 40 WEST, A DISTANCE OF 200.92 FEET;

IN A NORTHWESTERLY DIRECTION, WITH SAID CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 35°26'51" AN ARC LENGTH OF 204.16 FEET TO A POINT FOR THE END OF SAID CURVE TO THE RIGHT;

NORTH 0°30'15" WEST, A DISTANCE OF 354.33 FEET TO THE **POINT OF BEGINNING** AND CONTAINING 450,972 SQUARE FEET OR 10.353 ACRES OF LAND, MORE OR LESS.

NOTE: THIS DESCRIPTION IS FOR ZONING PURPOSES ONLY AND SHOULD NOT BE USED, VIEWED, OR RELIED UPON AS A BOUNDARY SURVEY; AND SHOULD NOT BE USED TO ESTABLISH OR CONVEY RIGHTS TO, OR INTEREST IN REAL PROPERTY.

Exhibit "C"

METES & BOUNDS DESCRIPTION TRACT 3
(ZONING LEGAL)
20.957 ACRES OF LAND

BEING A 20.957 ACRE TRACT OF LAND SITUATED IN THE D. O. WILLIAMS SURVEY, ABSTRACT NO. 841, HENDERSON COUNTY, TEXAS, BEING A PORTION OF AN 81.566 ACRE TRACT OF LAND DESCRIBED IN THE DEED TO ROBERT L. SNYDER AS RECORDED IN COUNTY CLERK'S DOCUMENT NUMBER 2023-00009507, HENDERSON COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID 81.566 ACRE TRACT, AT THE INTERSECTION OF THE EAST RIGHT-OF-WAY LINE OF ARNOLD HILLS ROAD AND THE SOUTH RIGHT-OF-WAY LINE OF JOE DUPREE ROAD;

THENCE NORTH 89°33'02" EAST, WITH THE NORTH LINE OF SAID 81.566 ACRE TRACT AND THE SOUTH RIGHT-OF-WAY LINE OF SAID JOE DUPREE ROAD, A DISTANCE OF 970.06 FEET TO THE **POINT OF BEGINNING**;

THENCE NORTH 89°33'02" EAST, CONTINUING WITH THE NORTH LINE OF SAID 81.566 ACRE TRACT AND THE SOUTH RIGHT-OF-WAY LINE OF SAID JOE DUPREE ROAD, A DISTANCE OF 1,657.68 FEET TO A POINT FOR THE NORTHEAST CORNER OF SAID 81.566 ACRE TRACT, AT THE INTERSECTION OF THE SOUTH RIGHT-OF-WAY LINE OF SAID JOE DUPREE ROAD AND THE WEST RIGHT-OF-WAY LINE OF JOE DUPREE ROAD;

THENCE SOUTH 00°53'39" EAST, WITH THE EAST LINE OF SAID 81.566 ACRE TRACT AND THE WEST RIGHT-OF-WAY LINE OF SAID JOE DUPREE ROAD, A DISTANCE OF 550.02 FEET TO A POINT FOR CORNER;

THENCE OVER AND ACROSS SAID 81.566 ACRE TRACT, THE FOLLOWING COURSES AND DISTANCES:

SOUTH 89°33'02" WEST, A DISTANCE OF 1,661.95 FEET TO A POINT FOR CORNER;

NORTH 0°26'58" WEST, A DISTANCE OF 550.00 FEET TO THE **POINT OF BEGINNING** AND CONTAINING 912,898 SQUARE FEET OR 20.957 ACRES OF LAND, MORE OR LESS.

NOTE: THIS DESCRIPTION IS FOR ZONING PURPOSES ONLY AND SHOULD NOT BE USED, VIEWED, OR RELIED UPON AS A BOUNDARY SURVEY; AND SHOULD NOT BE USED TO ESTABLISH OR CONVEY RIGHTS TO, OR INTEREST IN REAL PROPERTY.

METES & BOUNDS DESCRIPTION TRACT 4
(ZONING LEGAL)
37.684 ACRES OF LAND

BEING A 37.684 ACRE TRACT OF LAND SITUATED IN THE D. O. WILLIAMS SURVEY, ABSTRACT NO. 841, HENDERSON COUNTY, TEXAS, BEING A PORTION OF AN 81.566 ACRE TRACT OF LAND DESCRIBED IN THE DEED TO ROBERT L. SNYDER, AS RECORDED IN COUNTY CLERK'S DOCUMENT NUMBER 2023-00009507, HENDERSON COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID 81.566 ACRE TRACT, AT THE INTERSECTION OF THE EAST RIGHT-OF-WAY LINE OF ARNOLD HILLS ROAD AND THE SOUTH RIGHT-OF-WAY LINE OF JOE DUPREE ROAD;

THENCE NORTH 89°33'02" EAST, WITH THE NORTH LINE OF SAID 81.566 ACRE TRACT AND THE SOUTH RIGHT-OF-WAY LINE OF JOE DUPREE ROAD, A DISTANCE OF 2,627.74 FEET TO A POINT FOR THE NORTHEAST CORNER OF SAID 81.566 ACRE TRACT, AT THE INTERSECTION OF THE SOUTH RIGHT-OF-WAY LINE OF JOE DUPREE ROAD AND THE WEST RIGHT-OF-WAY LINE OF JOE DUPREE ROAD;

THENCE SOUTH 00°53'39" EAST, WITH THE EAST LINE OF SAID 81.566 ACRE TRACT AND THE WEST RIGHT-OF-WAY LINE OF SAID JOE DUPREE ROAD, A DISTANCE OF 550.02 FEET TO THE **POINT OF BEGINNING**;

THENCE CONTINUING WITH THE EAST LINE OF SAID 81.566 ACRE TRACT AND THE WEST RIGHT-OF-WAY LINE OF SAID JOE DUPREE ROAD, THE FOLLOWING COURSES AND DISTANCES:

SOUTH 00°53'39" EAST, A DISTANCE OF 569.80 FEET TO A POINT FOR CORNER;

SOUTH 02°41'02" WEST, A DISTANCE OF 330.27 FEET TO A POINT FOR THE SOUTHEAST CORNER OF SAID 81.566 ACRE TRACT;

THENCE SOUTH 89°06'43" WEST, WITH THE SOUTH LINE OF SAID 81.566 ACRE TRACT, A DISTANCE OF 1,435.67 FEET TO A POINT FOR CORNER;

THENCE OVER AND ACROSS SAID CALLED 81.566 ACRE TRACT, THE FOLLOWING COURSES AND DISTANCES:

NORTH 0°35'15" WEST, A DISTANCE OF 147.52 FEET TO A POINT FOR CORNER;

SOUTH 89°33'02" WEST, A DISTANCE OF 276.23 FEET TO A POINT FOR CORNER;

NORTH 35°45'24" WEST, A DISTANCE OF 102.51 FEET TO A POINT FOR CORNER;

NORTH 35°57'05" WEST, A DISTANCE OF 483.18 FEET TO A POINT FOR CORNER;

NORTH 54°02'55" EAST, A DISTANCE OF 492.75 FEET TO A POINT FOR CORNER;

NORTH 89°33'02" EAST, A DISTANCE OF 1,661.95 FEET TO THE **POINT OF BEGINNING** AND CONTAINING 1,641,536 SQUARE FEET OR 37.684 ACRES OF LAND, MORE OR LESS.

NOTE: THIS DESCRIPTION IS FOR ZONING PURPOSES ONLY AND SHOULD NOT BE USED, VIEWED, OR RELIED UPON AS A BOUNDARY SURVEY; AND SHOULD NOT BE USED TO ESTABLISH OR CONVEY RIGHTS TO, OR INTEREST IN REAL PROPERTY.

EXHIBIT "D"

LAND USE CHART

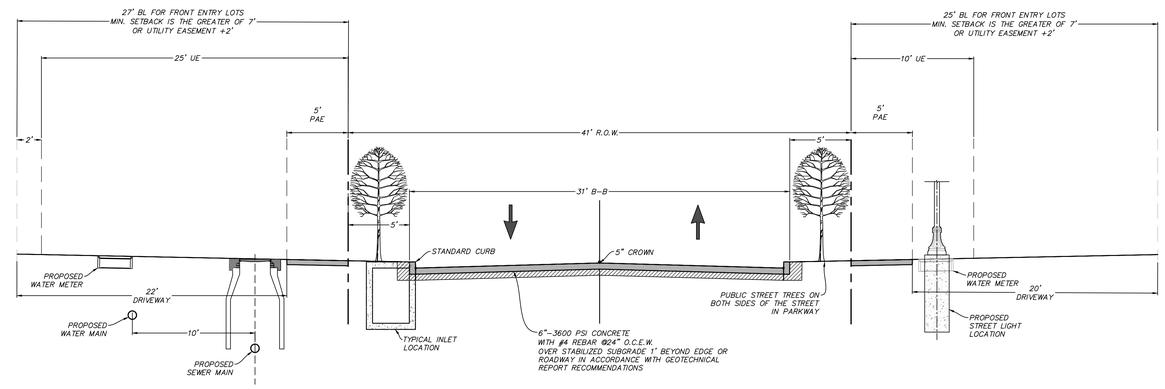
Legend: P = Permitted C = Conditional SUP = Specific Use Permit

In the City of Tool's Appendix A: Schedule of Uses, a Y = P (Permitted), S = SUP (Specific Use Permit)

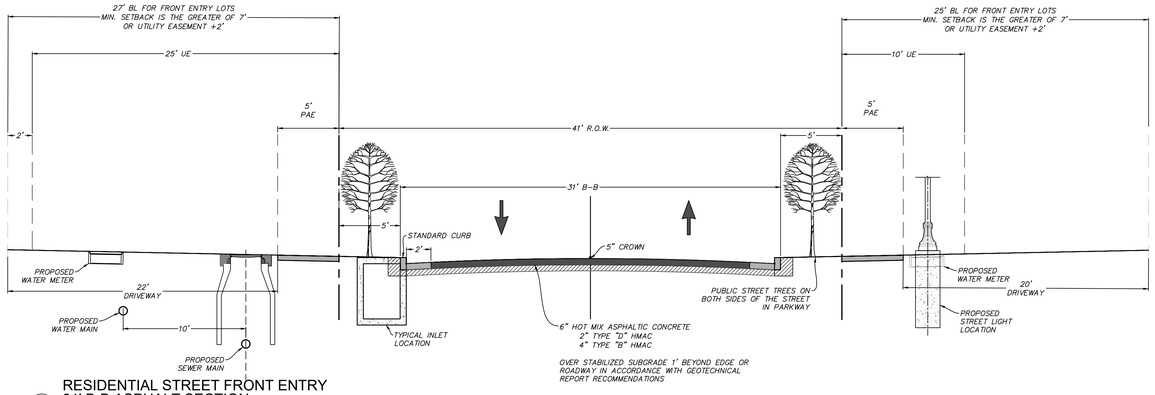
PERMITED USES

	TRACT 1 - B1	TRACT 2	TRACT 3	TRACT 4	MINIMUM PARKING REQUIREMENT[1]
OFFICE					
Government Buildings and Services **(Table 3)**	P	P			
Medical, Dental, Neighborhood ER **(Table 3)**	P	P			
Offices (Center; Professional or General Administrative) **(Table 6)**	P	P			3 spaces per 1,000 square feet (SF)
RECREATION AND ENTERTAINMENT					
Park, Playground (Public) **(Table 3)**		P	P	P	
Park, Playground (Commercial or Private) **(Table 3)**		S	S	S	
Private Club, Lodge, or Fraternal Organization	P	P			1 space per 200 square feet (SF)
Recreation and Entertainment Venue, Indoor	S	S			Theater – 1 space per 4 seats; Bowling Alley – 6 spaces per lane; Pool Halls and Other Commercial Amusements (Indoor) – 1 space per 100 square feet (SF); Racquetball Court – 4 spaces per court; Health Club – 1 space per 200 square feet (SF)
RESIDENTIAL AND LODGING					
Multi-Family		P			1.60 per dwelling unit
Single Family (attached or detached)		P	P	P	2 per dwelling unit
RETAIL AND PERSONAL SERVICE USES					
Antique Shop **(Table 6)**	P	P			2 spaces per 1,000 square feet (SF)
Catering Service	P	P			3 spaces per 1,000 square feet (SF)
Daycare **(Appendix B)**	P	P			1 space per 8 students
General Personal Services	P	P			3 spaces per 1,000 square feet (SF)
General Printing Services (Copy Center)	P	P			3 spaces per 1,000 square feet (SF)
Farmers Market (Flea Market) **(Table 6)**	S	S			1 space per 1,000 square feet (SF) of site area
Gasoline Sales (Automobile Service Station) **(Table 5)**	P	P			1 space per 250 square feet (SF) with a minimum of 4 spaces
General Retail Store, other than listed	P	P			3 spaces per 1,000 square feet (SF) (1:400 SF for furniture sales)
Large Scale Retail (Grocery) **(Table 6)**	P				3 spaces per 1,000 square feet (SF) (1:400 SF for furniture sales)
Nursery, Garden Shop, or Paint Sales (Commercial; Non-commercial) **(Table 3)**	P				3 space per 1,000 square feet (SF) for indoor portion; 1 space per 600 square feet (SF) for outdoor portion
Open Air Sales/Vending	P	P			None
Restaurant (With/Without Drive-Through Service, private club allowing on-premise consumption of alochol **(Table 6)**	P	P			1 space per 150 square feet (SF)
Veterinarian Clinic **(Table 6)**	P				1 space per 400 square feet (SF)
TEMPORARY					
Temporary Asphalt or Concrete Batch Plant (Temporary) **(Table 7)**	S	S	S	S	None
Temporary Outdoors Sales	P	P			None
UTILITIES, COMMUNICATIONS AND TRANSPORTATION					
Electric Utility Substation **(Table 4)**	S	S			None
Radio, TV station, TV or microwave operation (amateur or commercial), Recording Studio **(Table 4)**	P	P			1:400 SF
Utility Lines, Towers or Metering Station **(Table 4; Local utility distribution lines)**	P	P	P	P	None
Utility Towers or Metering Station	S	S	S	S	None
Wireless Telecommunication Facilities **(Table 4; Communications Tower)**	S	S			None
WHOLESALE AND STORAGE					
Storage Facility (garage) **(Table 1)**	P				1:3,000 SF

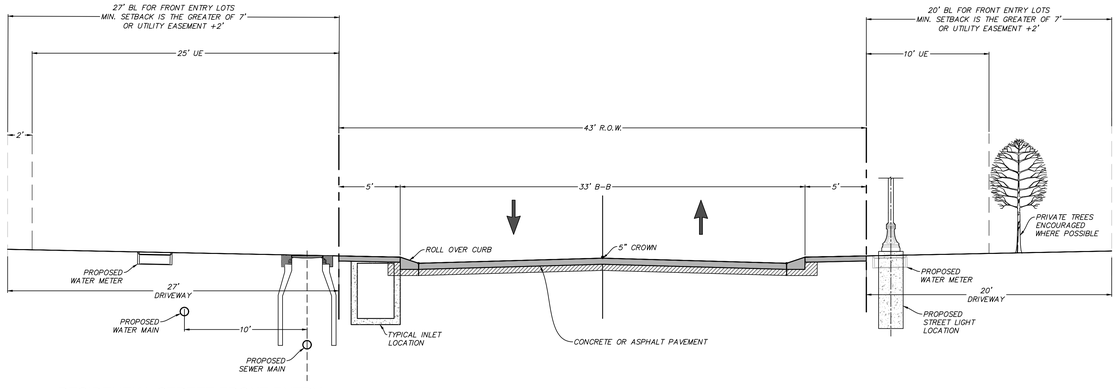
[1]Fractional parking requirements shall be rounded up to the nearest whole number. Unless otherwise stated, references to square footage are to floor area.



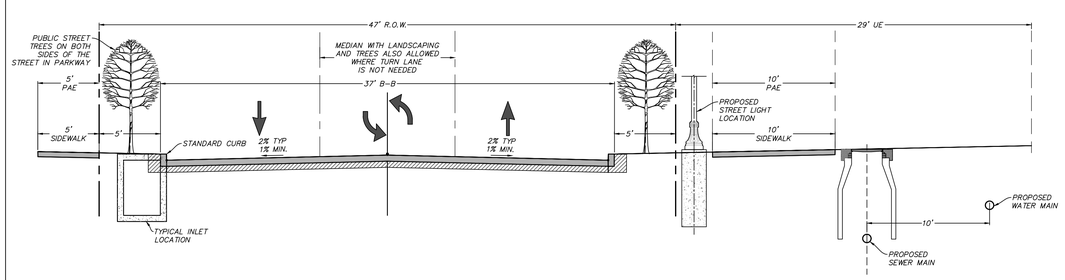
1 RESIDENTIAL STREET FRONT ENTRY
31' B-B CONCRETE SECTION
NOT TO SCALE



2 RESIDENTIAL STREET FRONT ENTRY
31' B-B ASPHALT SECTION
NOT TO SCALE



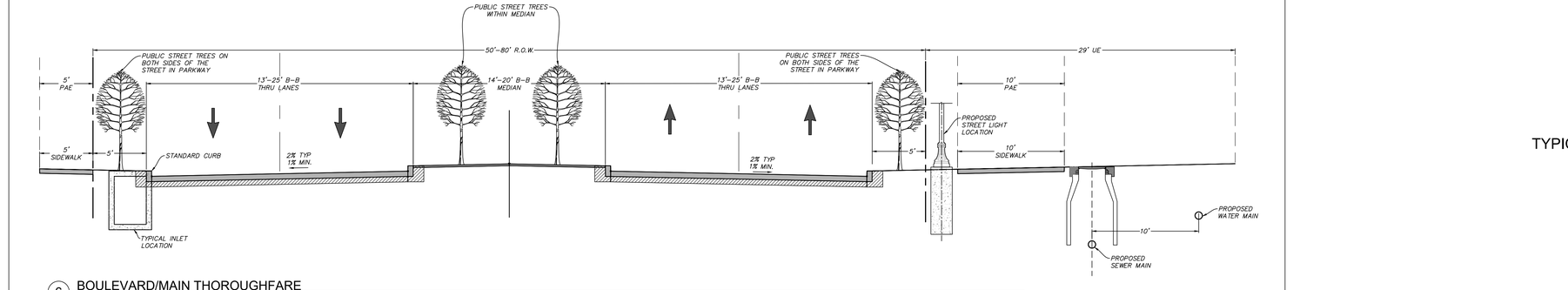
3 RESIDENTIAL STREET FRONT ENTRY
33' B-B SECTION (ROLL CURB)
NOT TO SCALE



5 38' B-B CONCRETE SECTION (MINOR COLLECTOR)
NOT TO SCALE

REFER TO PD FOR BUILDING
SETBACK GUIDANCE FOR
ALLEY SECTIONS

4 CONCRETE ALLEY SECTION
NOT TO SCALE



6 BOULEVARD/MAIN THOROUGHFARE
NOT TO SCALE

Exhibit "E"

NOTES:
1. THESE SECTIONS ARE INTENDED TO PROVIDE GENERAL DIRECTION OF STREET DIMENSIONS AND TYPICAL LAYOUTS. DEVIATIONS FROM THESES SECTIONS CAN BE ALLOWED AT THE DISCRETION OF THE CITY OF TOOL.
2. UTILITY EASEMENTS ARE PROVIDED FOR REFERENCE ONLY. FINAL LOCATION IS SUBJECT TO THE UTILITY PROVIDERS APPROVAL AT TIME OF DEVELOPMENT.
3. BUILDING SETBACK IS TO BE A MINIMUM WIDTH OF 7' AND NO LESS THAN 2' OFFSET FROM ANY UTILITY EASEMENTS.
4. ALL PUBLIC SIDEWALKS OUTSIDE ROW MUST BE CONTAINED WITHIN A PUBLIC ACCESS EASEMENT.
5. ALL STREET PAVEMENT AND SIDEWALKS MUST FOLLOW THE CITY ADOPTED SPECIFICATIONS OR THE MOST CURRENT NCTCOG PUBLIC WORKS CONSTRUCTION STANDARDS.

EXHIBIT E
TYPICAL STREET SECTIONS
LIVE OAK LANDING
TOOL, TEXAS

mma
civil engineering surveying landscape architecture planning
tbpels registration number: f - 2759
tbpels registration/license number: 10088000
519 east border
arlington, texas 76010
817-469-1671
fax: 817-274-8757
www.mmotexas.com

07/02/2026 SHEET 1 OF 2

PLOTTED BY: JEDIDIAH GARCIA DATE: 7/2/2026 3:23 PM PATH: P:\2025\25-027\01 Land Development\01 Construction Documents\Design\Exhibits\2026-06-02 Street Sections\Street Section Details.dwg

City of Tool
City Council

City Council Agenda Request

Meeting Date Requested: November 19th, 2026

Requested By: Vera Bennett, Mayor

Department: _____

Agenda Item No. **15**

Is this a Budgeted Item? ☐ Yes ☐ No

○ Contract/Agreement ○ General Discussion ○ Ordinance ○ Report ● Resolution

Attachments: Resolution 2026-10R, Council Rules of Procedure

Summary of Agenda Item to be considered:

Staff has received a request from Mayor Vera Bennett in regard to the established Council Rules of Procedure. The rules of procedure were last placed on the council agenda back in January 2026.

Changes to the proposed rules of procedure include, but are not limited to:

- Tables of Motions and Points of Order
- Article 2. General Rules of Procedure and Policies
- 2.3 Meetings Shall Be Public.
- Article 4. Agenda Order

Agenda Item, as listed on the agenda:

Consider, Discuss and Take Action to Adopt Resolution 2026-10R, Council Rules of Procedure

Recommended Motion to Consider:

"I make a motion to adopt Resolution 2026-10R, Council Rules of Procedure"

The deadline for agenda requests is by the end of the day on the first day of the month, prior to the scheduled Council Meeting. If you have any additional information you would like for Council to view, please attach it to this form. Please send this form to Kimberley Price, City Secretary when finished.

Vera Bennett

Signature of Sponsoring Officer

Vera Bennett

Printed name of Sponsoring Officer

RULES OF PROCEDURE FOR THE TOOL CITY COUNCIL, OF THE CITY OF TOOL, TEXAS

Adopted by Resolution 2025-11R, on January 15th, 2026

Amended by Council Action on November 19th, 2026

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ARTICLE 1. AUTHORITY, APPLICABILITY, AMENDMENT, AND ANNUAL REVIEW

1.1 City of Tool, Texas.

The City of Tool ("City") is a Type A general-law city located on the western shoreline of Cedar Creek Lake in Henderson County, Texas. The Tool City Council ("Council") consists of five (5) Council Members and a Mayor, elected at-large for two-year terms, in staggered annual elections held during November.

1.2 Authority.

The Local Government Code ("Law") of Texas grants the Council the right to determine its own Rules of Procedure ("Rules"); the following Rules are presented under and by authority of said provision. This resolution, In effect, repeals Resolution 2025-11R, Council Rules of Procedure, adopted by the City Council of Tool, Texas on January 15th, 2026.

1.3 Applicability.

The Rules adopted by the Tool City Council are applicable not only to the Council, but also to City Staff and Citizens, during ruling and administrative proceedings.

1.4 Amendment.

These Rules may be amended or new Rules adopted, by a majority vote of the members of the Council assembled, at a Regular Council meeting.

1.5 Annual Review.

Following the municipal elections each year, Council may review these Rules of Procedure, make changes as appropriate, and adopt their own Rules of Procedure in accordance with law. In the event no annual review occurs, the standing Rules continue in effect. This does not limit the Council's right and ability to amend the Rules at any other time during the fiscal year, in accordance with the Law.

ARTICLE 2. GENERAL RULES OF PROCEDURE AND POLICIES

2.1 Construction of Authority.

The construction of authority in all matters associated with the meetings and activities of the Council, including the agenda, shall be:

(1) the U.S. Constitution and statutes of the United States of America;

(2) The Texas Constitution and statutes of the State of Texas;

(3) City Policy;

(4) the Code of Ordinances of the City;

(5) these Rules; and,

(6) Robert's Rules of Order as amended and set forth herein.

2.2 Election Canvassing

The Texas Election Code governs the canvassing of newly elected council members. The canvassing of Tool City Council members is usually done at a November Special Council meeting, shortly after the election date.

Newly elected officials shall be given required trainings and resources from the City Secretary's office.

Seating arrangements for Council members shall be determined after the election cycle by a random draw, during the election canvassing special council meeting.

2.3 Council Authority

The City Council is the sole governing and policy-making body of the City of Tool. All legislative authority, including the adoption of ordinances, resolutions, budgets, contracts, and appointments, resides exclusively with the Council. Neither the Mayor nor any employee shall possess independent policy-making or discretionary authority except as expressly delegated by ordinance or resolution. The Mayor acts as Presiding Officer to facilitate meetings and may vote only to break a tie. The Mayor shall have no veto or unilateral administrative powers over any Council action, unless set forth in the Local Government Code.

2.4 Meetings Shall Be Public.

All meetings of the Tool City Council shall be public, and notices thereof shall be posted as required under the Texas Government Code, Chapter 551, Open Meetings Act. Except in the case of an emergency meeting, notice of all meetings shall be posted 72 business hours before the time set for the meeting, which does not include the day of agenda posting and the day of the meeting.

2.5 Conduct of Meetings.

Meetings of the Council shall be conducted according to the rules adopted by the Council, as well as the terms and provisions of Robert's Rules of Order as amended herein and when not inconsistent with these Rules.

2.6 Staff Directives.

Direction of Council objectives, tasks and requests shall flow to and start with the City Administrator. Council members and the mayor shall not direct staff regarding a request that does not first start with the City Administrator.

The City Administrator serves at the pleasure of the City Council and shall carry out the directives, policies, and decisions of the City Council as a body. The City Administrator's role is to implement the policy direction of the City Council and manage day-to-day operations consistent with that direction.

The City Administrator shall not terminate an employee without utilizing a progressive discipline system that includes two written warnings, unless there is an egregious action that warrants immediate termination. The City Administrator shall not expend funds more than $7,500.00 without expressed Council approval or as otherwise authorized by ordinance or resolution.

2.7 Regular Meetings.

Regular meetings of the Council shall be held on the third Thursday of each month, starting at 6:00 p.m. The Council may, by Council action and these Rules of Procedure, change the days or times of meetings as circumstances may necessitate.

2.8 Special Meetings.

Special meetings of the Council may be called upon request of the Mayor, or two members of the Council that are currently seated. A request for a special meeting shall be filed with the City Secretary in written/electronic format or requested during a regular Council meeting at which a quorum of Council is assembled.

2.9 Emergency Meetings.

In case of an emergency or urgent public necessity, which shall be expressed in the meeting notice, it shall be sufficient if members receive, and notice is posted two (2) hours before the meeting is convened. Notice shall also be provided to the media in accordance with the Texas Government Code, Section 551.047.

2.10 Work Sessions.

Work sessions are special meetings called for the purpose of conducting detailed and thorough explorations of matters that may properly come before the Council. These work session matters include budgetary, projects or general workshop ideas.

2.11 Public Information Requests

Council Members who may be subject, or privy to, Public Information Requests, per Chapter 552 of the Texas Government Code, are to follow all procedures, as outlined by Chapter 552 of the Government Code.

As a courtesy, the city's municipal clerk (ordinarily the City Secretary), is here to help administer and gather Information on devices held by Council Members or the Mayor.

2.12 Social Media Policy

All Council members, sitting on the Tool City Council, shall refrain from making or posting any disparaging or defamatory remarks about the City of Tool, its elected officials, city staff, or constituents on social media or in any public forum.

I. Media inquiries generated on social media sites should follow the protocols generally accepted by the city regarding media inquiries.

II. The city website will remain the official location for content regarding city business, services and events. When possible, links from social media sites will be used to direct users back to the city's website for more information.

2.13 Scheduled Budgetary Sessions.

Scheduled budgetary sessions shall be held twice annually, to administer and review the budget, as presented by the City Administrator. These meetings shall take place during the preceding months before a budget is presented to the City Council for adoption.

2.14 Executive Sessions.

The Council can retire into an executive session as stated on a posted agenda during a regular or special meeting, if a motion is duly made, seconded and then affirmed by a majority of the Council.

However, before said session begins, the Presiding Officer shall announce that the executive session is commencing. The order in which an executive session may appear on the agenda is subject to the discretion of the Mayor, or in the absence of the Mayor, by the Mayor Pro Tem. A recording of the meeting will be created by the Presiding Officer or his or her designee, sealed and permanently kept, subject to opening by court order. No voting or action shall be taken by the Council during an executive session. No other subjects but those posted on the agenda shall be considered. Adjournment of the executive session shall be announced by the Presiding Officer upon return of the Council from the executive session, and any action to be taken shall be made during the open public meeting.

Items discussed in executive session shall remain private. Except for actions taken during open session, no Council Member, staff member or legal counsel may discuss or reveal the proceedings of an executive session. Section 551.146 of the Texas Government Code makes such an act opens the

person who reveals such information personally liable for any damages resulting from such action for knowingly discussing the certified agenda or recording of a closed meeting.

2.15 Recessed Meetings.

No meeting shall be recessed for a longer period of time than until the next scheduled regular meeting except when required information has not been received, or, in the case of work sessions or special meetings, to a date certain by motion duly passed.

2.16 Quorum.

Any three (3) members of the Council assembled in person, phone or digitally shall constitute a quorum for the transaction of any City business. Should more than two (2) Council Members assemble to discuss a scheduled agenda item or items, that assembling shall be considered to be a Walking Quorum and a violation of the Texas Open Meetings Act.

2.17 Conflict of Interest.

A Council Member that is prevented from voting by a conflict of interest shall file a conflict-of-interest affidavit with the City Secretary as soon as possible after the posting of the agenda which contains the conflict(s), unless an applicable conflict of interest affidavit has previously been filed on that item(s).

A Council Member that is prevented from voting by a conflict of interest shall step down from the dais and take a seat in the audience, shall not vote on the matter, shall not participate in discussions regarding the matter or attempt to influence the council's deliberation of the matter in any way, shall not attend Executive sessions regarding the matter, and shall otherwise comply with the state law and City ordinances concerning conflicts of interest including Chapter 171 of the Local Government Code.

2.18 Presiding Officer.

The Mayor shall serve as the Presiding Officer for all meetings of the Tool City Council. In the absence of the Mayor, the Mayor Pro Tem shall serve as the Presiding Officer, in those instances. In the absence of the Mayor Pro Tem, the City Secretary shall call the meeting to order if a quorum of the Council is present and the first order of business shall be for Council to elect by majority vote, a temporary Presiding Officer from the members then seated and in attendance. The temporary Presiding Officer shall serve in such capacity until the meeting is adjourned.

The Presiding Officer shall serve as the chair of all Council meetings. All decisions of the Presiding Officer are final unless overruled by the Council through a motion to appeal as described in Article 3.9 – Courtesy, Decorum and Order of these rules.

The Presiding Officer is entitled to participate in the discussion and debate of scheduled agenda items but is not entitled to vote on agenda items before the Council unless to break a tie. Because the Presiding Officer conducts the meeting, it is common courtesy for the Presiding Officer to take a less active role than other members of the Council in debates and discussions. This practice in no way precludes the Presiding Officer from participating in the meeting fully and freely.

2.19 Minutes of Meetings.

The City Secretary shall keep an account of all proceedings of the Council and they shall be open to public inspection in accordance with the laws of the State of Texas.

2.20 Suspension and Amendment of Rules.

Any provisions of these rules not governed by federal, state law or the City Code of Ordinances may

be temporarily suspended by a majority vote (see Article 3.7 of these rules) of the Council and may be amended in a similar fashion if such amendment was introduced at the previous regular meeting of the Council and shall have received preliminary approval of the Council at that meeting. For the purpose of this section, preliminary approval shall mean a motion, a second followed by a majority vote to preliminary approve the amendment.

* For the purposes of these rules, Amendments are not debatable and only require the approval of the member who made the original motion.

An amendment to an amendment, requires first the approval of the member who made the original amendment and secondly the approval of the member who made the original motion.

ARTICLE 3. PARLIAMENTARY PROCEDURE

3.1 Purpose.

The purpose of these rules of parliamentary procedure is to establish orderly conduct of the meetings. Simple rules lead to a wider understanding and participation. Complex rules create two classes:

(1) those who understand the rules, and

(2) those who do not fully understand and those who do not fully participate.

The ultimate purpose of these rules of parliamentary procedure is to encourage and facilitate decision-making by the Council. In a democracy, the majority opinion carries the day.

These rules enable the majority to express their opinion and fashion a result, while permitting the minority to also express itself (but not dominate) and fully participate in the process.

3.2 Model Format for an Agenda Item Discussion.

The following ten (10) steps is a model or guidebook for the Presiding Officer and Council. The Council meeting is governed by the agenda and the agenda constitutes the only items to be discussed. Each agenda item can be managed or presented by the Presiding Officer (Mayor) as follows:

1. *Announce the Item*. The Mayor, or Presiding Officer, should clearly announce the agenda item number and should clearly state what the subject matter of the agenda item by reading the caption for the item being considered.
2. *Receive a Report*. The Presiding Officer should invite the appropriate people to report on the item, including any recommendation they might have or may present as a consent agenda item.
3. *Ask Clarifying Questions*. The Presiding Officer should ask the Council Members if they have any technical questions for clarification. At this point, members of the Council may ask clarifying questions to the people who reported on the item, and they should be given time to respond.
4. *Seek Citizen Input*. The Presiding Officer should invite citizen comments – or if a public hearing, open the public hearing. Upon conclusion, the Presiding Officer should announce that public input is closed, or if a public hearing, close the public hearing and announce the time.
5. *Motion First*. The Presiding Officer should invite a motion from the Council before debate is given on the merits of the item. The Presiding Officer should announce the name of the member who makes the motion.

6. *Motion Second*. The Presiding Officer should determine if any member of the Council wishes to second the motion. The Presiding Officer should announce the name of the member who seconds the motion. If no member of the Council wishes to second the motion, then the motion fails, and should be so stated by the Presiding Officer.
7. *Repeat Motion*. If the motion is made and seconded, the Presiding Officer should make certain that everyone (including the audience) understands the motion. This is done in three ways:
    a. The Presiding Officer can ask the maker of the motion to repeat it;
    b. The Presiding Officer can repeat the motion; or
    c. The Presiding Officer can ask the City Secretary to repeat the motion.
8. *Discuss the Motion*. The Presiding Officer should now invite the members of the Council to discuss the motion. If there is no desired discussion, the Presiding Officer may call for a vote. If there has been no discussion or a brief discussion, then there is no need to repeat the motion before taking a vote. If the discussion has been lengthy, it is a good idea to repeat the motion before calling for the vote.
9. *Vote*. The Presiding Officer calls for the vote. Unless a super-majority is required for passage, by state law or statute, of the motion, a simple majority vote determines whether the motion passes or fails. Unless a member of the Council seeks recusal from voting on any question where the vote would constitute a conflict of interest, and that recusal is consented to by a majority of the remainder of the Council, all members of the Council, excluding the Presiding Officer except in the case of breaking a tie vote, shall vote upon every question, ordinance or resolution. Any Council Member refusing to vote unless so excused shall be entered upon the minutes as voting in the affirmative. (Art. VII § 15 – Legislative Procedure of the City Charter). Action items require a vote.
10. *Announce the Outcome*. The Presiding Officer announces the results of the vote and should also state what action (if any) the Council has taken. The Presiding Officer should announce the name of any Council Member who voted in the minority on the motion.

3.3 The Basic Motions.

The basic motion is the one that puts forward a decision for consideration. A basic motion by a Council Member might be: “I move approval of the ordinance as submitted,” or “I make a motion that we deny the resolution.”

All votes of the City Council shall be determined by a simple majority of the members present and voting, unless expressly specified in this resolution. No motion, ordinance, resolution, or other action shall require a two-thirds or supermajority vote unless specifically required by state law. A simple majority vote shall be sufficient for all Council actions under these Rules. Certain limited actions under Texas law may require a greater number, such as the two-thirds vote required under Texas Local Government Code ~~§ 52.002~~ or as otherwise expressly provided by statute.

3.4 The Motion to Amend.

If a Council Member wants to change a basic motion, he or she would motion to amend the original or previously amended motion. A motion to amend might be: “I move that we amend the motion to include the changes we discussed to the ordinance.” A motion to amend seeks to retain the basic motion on the floor (a motion made and seconded), but to modify it in some way.

A motion to amend requires the agreement of the person making the original motion. If the basic motion has already been seconded, the motion to amend must be acknowledged and accepted by the member who seconded the basic motion.

3.5 Discussion and Debate.

The basic rule of motions is that they are subject to discussion and debate. Accordingly, the basic motion and the motion to amend are all eligible, each in their turn for full discussion by and before the Council. Discussion and debate can continue as long as the Council Members wish to discuss it, or until the Presiding Officer decides that it is time to move on and call for a vote on the motion.

3.6 Other Motions.

There are exceptions to the general rule of free and open debate on motions. The exceptions all apply when there is a desire of the Council to move on. The following motions are NOT debatable, and the Presiding Officer must immediately call for a vote on the motion, if seconded by another Council Member.

- *Motion to Table*. This motion, if passed, requires discussion of the agenda item to be halted immediately, and the agenda to be placed on hold. The motion may contain a specific time to bring the item up again, or it may not specify a time. If no time is specified, the item shall be placed on the agenda at the following Council meeting.
- *Motion to Remove from Table*. This motion, if passed, allows the Council to remove an item previously placed on hold. A vote in favor of removing an item from the table must be made before the Council can take action on an item that was tabled.
- *Motion to Adjourn*. This motion, if passed, requires the Council to immediately adjourn to its next regularly scheduled meeting. This motion requires a simple majority vote to several hours. It requires a simple majority vote.
- *Motion to Fix the Time to Adjourn*. This motion, if passed, requires the Council to adjourn the meeting at the specific time set in the motion. For example, "I move we adjourn this meeting at Midnight." It requires a simple majority vote.

3.7 Motions Requiring a Two-Thirds or Supermajority Vote to Pass.

Normally a super majority vote consists of four votes (three to pass as a simple majority, plus one more). For the purposes of these rules and as defined in the Charter, a three-fourths vote shall also be considered a supermajority vote and shall require a like number of votes as a two-thirds vote. In exceptional circumstances where the number of Council Members is diminished to less than four due to vacancy, the following shall constitute a two-thirds or super majority vote:

NUMBER OF COUNCIL MEMBERS	NUMBER OF VOTES FOR SUPER MAJORITY
5	4 or more
4	4
3	3
2	2
1	1

3.8 Various Inclusive Motions

- *Motion to Limit Debate*. This motion is sometimes referred to as, "moving the question" or, "calling the question." When a member of the Council makes such a motion, the member is saying, "I have had enough discussion, let's vote on the issue." When such a motion is made, the Presiding Officer should ask for a second, stop the discussion and vote on the motion to limit debate. The motion requires a simple majority vote to pass. Meaning, the number of Council Members voting for the motion must equal ~~four~~ three or more.
- *Motion to Object to the Consideration of an Item*. This motion, if passed, precludes the Council from even considering the item on the agenda. It does not preclude the item from appearing on a future agenda. The motion requires a simple majority (Normally, this motion is unnecessary, because the objectionable item can be defeated outright or tabled.)
- *Motion to Suspend the Rules*. This motion is debatable, but requires a simple majority to pass. This motion allows the Council to suspend its own rules for a particular purpose. For example, the Council may desire to give a particular speaker more time than normally allowed. A "motion to suspend the rules and give the speaker ten additional minutes," accomplishes this desire.
- ~~*Motion to Hire/Fire the City Administrator, City Secretary or Chief of Police*. The City Administrator, *City Secretary and the Chief of Police,* shall be appointed and removed by a simple majority vote.~~

3.9 Motion to Reconsider

The purpose of a motion to reconsider is to allow the City Council to revisit a matter previously decided, in order to correct an error, address new information, or ensure the Council's decision reflects its current intent.

A. Who May Make the Motion

Any Council Member, whether voting with the prevailing or losing side, may move to reconsider a vote taken on any motion, ordinance, or resolution—provided the motion is made within the time limits established in this section.

B. Time Limits

1. A motion to reconsider may be made:
    a) At the same meeting at which the original action was taken, or
    b) At the next regularly scheduled City Council meeting, provided the item is properly posted on the agenda in compliance with the Texas Open Meetings Act (Texas Government Code Chapter 551).
2. After that time, any change to a prior action shall be made only through a motion to rescind or amend the prior action.

C. How the Motion Is Made and Considered

1. The motion to reconsider must be made during the Council's open session and must identify the specific action to be reconsidered.
2. The motion requires a second. Debate on a motion to reconsider shall be limited to the reasons for and against reconsideration, not the merits of the original action.
3. If the motion to reconsider is approved by a majority vote of the Council, the original

matter shall immediately be before the Council as though it had not been previously decided, and may then be debated, amended, or voted upon again.

D. Limitations

1. A motion to reconsider shall not be in order if the original action has been fully executed, rights have vested, or contracts or obligations have been signed based on that action.

2. A motion to reconsider shall not be used to delay or obstruct proceedings once an action has been effectively carried out.

3. No item may be brought forth for reconsideration by council members more than once, unless new material facts are presented. This does not prevent the mayor from asking for reconsiderations, pursuant to Chapter 52 of the Local Government Code.

E. Relation to Other Rules

In all cases not covered by these procedures, the Council may consult Robert's Rules of Order Newly Revised for guidance; however, the Council's locally adopted procedures shall control if there is any conflict.

F. Record of Reconsideration

All motions to reconsider, whether adopted or rejected, shall be recorded in the minutes, including the name of the member making the motion, the date, and the outcome.

3.10 Courtesy, Decorum and Order.

These rules of order are meant to promote an atmosphere of courtesy and decorum appropriate for efficient discussions before City business. It is the responsibility of the Presiding Officer (and the members of the Council) to maintain that atmosphere of courtesy and decorum. The Presiding Officer should always ensure that debate and discussion focus on the item and the policy in question, not on the personalities of the participants of the discussion. Debate on policy is healthy; debate on personalities is not. In order to assist in the creation and maintenance of that atmosphere the following rules shall govern all meetings: to speak, an audience member shall fill out the "Request to Speak Form" with the City Secretary. The Presiding Officer has the right to cut a speaker off if the discussion becomes too personal, too loud, too crude, irrelevant, impertinent, redundant, or slanderous.

A. *Request to Speak.* Before the public Council meeting starts, an audience member shall write in the "Request to Speak Form" managed by the City Secretary stating their name and the agenda item(s) they would like to speak on before the Council, if they would like to speak on an agenda item in particular. Time for each speaker is limited to three (3) minutes maximum. Members of the public wishing to address the council on non-agenda items may do so pursuant to the same time constraints as agenda items. The Council will not comment on items not on the agenda; however, the Council may refer the item to the City Staff for research, resolution, or referral of the matter to the Council as a future agenda item.

1. Before a Council Member, staff member or an audience member may speak, they must first be recognized by the Presiding Officer. Upon recognition, the person requesting to speak shall hold the floor and shall make their point clearly and succinctly.

B. *Order.* If a person fails to request to speak before speaking, the Presiding Officer shall rule

them 'out of order' and remind them that they do not have the floor. While the Council is in session, all Council Members must preserve order and decorum. A person shall neither, by conversation or otherwise, delay or interrupt the proceedings or the peace of the meeting, nor disturb any other person while speaking or refuse to obey the orders of the Presiding Officer.

C. *Improper References Prohibited*. Every person desiring to speak shall address the entire Council and shall not single out a Council Member, the audience or a staff member. Speakers shall confine themselves to the question under debate, avoiding all personal attacks and indecorous language.

D. *Interruptions*. A Council Member, once recognized, shall not be interrupted when speaking unless it is to call him or her to order, or other such interruption expressed below. If the Council Member, while speaking, is called to order, he or she shall cease speaking until the question of order is determined, and if the Council Member is found to be in order, he or she shall be permitted to proceed speaking. Allowable interruptions or, points of order are as follows:

1. *Point of Privilege*. The proper interruption would be: "Point of Privilege." The Presiding Officer would then ask the interrupter to, "state your point." Appropriate points of privilege relate to anything that would interfere with the normal comfort of the meeting. For example, the room might be too hot or cold, or a fan motor might interfere with a Council Members ability to hear.

2. *Point of Order*. The proper interruption would be: "Point of Order." The Presiding Officer would then ask the interrupter to, "state your point." Appropriate points of order relate to anything that would not be considered appropriate conduct of the meeting. For example, if the Presiding Officer called for a vote on a motion that permits debate without allowing any discussion.

3. *Motion to Appeal*. If the Presiding Officer makes a ruling that a Council Member disagrees with, that Council Member may appeal the ruling of the Presiding Officer by stating, "motion to appeal." If the motion is seconded by another Council Member and after debate it passes by a simple majority vote, the ruling of the Presiding Officer is reversed.

4. *Call for orders of the day*. This is simply another way of saying, "let's return to the agenda." If a Council Member believes the discussion has strayed from the agenda. The motion does not require a vote. If the Presiding Officer discovers that the discussion has strayed from the agenda, he or she simply returns to the business of the day.

5. *Withdraw a Motion*. During the debate and discussion of a motion before the Council, the original maker of the motion, at any time, may interrupt the speaker to withdraw his or her motion. The motion is immediately deemed withdrawn and discussion on the motion shall cease. Council Members are free to make the same motion again or another motion.

3.11 Enforcement of Rules and Procedures.

The following provisions may be used to enforce the good order and decorum of the meeting. The action may be taken by the Presiding Officer under his or her own action, or upon a motion to enforce by any Council Member.

A. *Warning*. The Presiding Officer may order any person (Council Member, staff member or audience member) in violation of these rules to be silent.

B. *Removal*. If, after receiving a warning from the Presiding Officer, the person continues to disturb the meeting or breech the peace and good order of the meeting, the Presiding Officer may order the person to leave the meeting. If the person does not leave the room, the Presiding Officer may order the Officer-at-Arms to remove the person.

C. *Officer-at-Arms*. The Officer-at-Arms shall be the highest-ranking police officer in attendance at the Council meeting, or such other officer designated by the Chief of Police for that purpose. Upon instruction of the Presiding Officer, it shall be the duty of the Officer-at-Arms to remove from the meeting any person who intentionally disturbs the proceedings of the Council. A violation of these rules may be deemed an attempt to disrupt, obstruct, and/or interfere with a lawful meeting and subject the violator to prosecution under state law for disrupting a lawful meeting. (Section 42.05, Texas Penal Code)

D. *Resisting Removal*. Any person who resists removal by the Officer-at-Arms may be charged with violating Section 42.05 of the Texas Penal Code.

E. *Motion to Enforce*. Any Council Member may move to require the Presiding Officer to enforce these rules and the affirmative vote of a simple majority of the Council shall require the Presiding Officer to do so. A motion to enforce is an allowable interruption and is not debatable.

3.12 Council May Discipline its Own Members.

In the event a Council Member violates these Rules or any other City Ordinance, or acts in a manner that causes embarrassment or disgrace to the City, the Council may discipline the offending Council Member.

Such action may only take place after Council votes to adjourn to a closed executive session to discuss the offense. The offending Council Member shall be present at the executive session to answer any questions asked by the other Council Members assembled or make other statements as he or she may desire to make in his or her defense. If the offending Council Member refuses to attend the executive session, the remaining Council Members may proceed in his or her absence.

The outcome of the executive session may be as follows and shall be made publicly in open session in accordance with the Texas Open Meetings Act:

F. *No Action*. The Council chooses to take no action.

G. *Private Censure*. The Council may choose to privately censure the offending Council Member, leaving their comments to the offending Council Member left in the privacy of the executive session.

H. *Public Censure*. The Council may choose to publicly censure the offending Council Member after opening the public meeting through a motion to censure, seconded and passed by a simple majority vote of the Council Members. The results of the censure vote shall be entered into the public record.

ARTICLE 4. AGENDA ORDER

The Mayor and the City Secretary, or an appropriate designee, shall prepare an agenda and cause the same to be publicly posted a minimum of 72 business hours prior to the meeting date on the City website and at City Hall, as required by law. The Mayor may place items on the agenda, but shall not have unilateral authority to remove ~~or reorder~~ agenda Items, unless placed on the agenda by the mayor. Agendas and Council packets shall be delivered to the Council, in digital format to each Council Member, on or before 6:00 PM of the day of the posting, or within such other times as established by the Council from time to time. In the event of an emergency meeting of the Council, this provision shall be suspended when not inconsistent with the provisions of federal or state law. The agenda, as posted by the City Secretary, may be adopted or reordered by majority vote of the Council at the beginning of the meeting.

In order to facilitate the agenda process, the Mayor, the City Administrator or the City Secretary may place an item on the agenda. Staff assistance, if required, should be requested through the City Administrator or Secretary.

Other sources of agenda preparation include:

- Council members requesting future agenda items during a council meeting must provide a written agenda request by the first day of the month;
- Written requests submitted by any one Council Member by the first day of the month of the council meeting; and
- Items required by state law or previously scheduled by City Council

Agenda items must be provided to the City Secretary's office at City Hall by close of business on the first (1st) day of the month of the scheduled regular Council meeting. If the agenda topic does not allow for staff to adequately prepare information for Council's consideration, the item may be postponed until the next regular Council meeting or special called Council meeting. The City Secretary is responsible for ensuring compliance with all posting requirements of the Texas Open Meetings Act (Texas Government Code, Chapter 551).

4.1 Call to Order, Announcement of a Quorum, and Approval of Agenda.

The Mayor, or Presiding Officer, shall call the Council meeting to order. The Council Members will state their presence for the record. The Presiding Officer shall announce that a quorum of the Council is established or not and shall state for the record the names of all Council members that are absent.

Should a quorum of the Council not be established, the Presiding Officer shall adjourn and reschedule the Council meeting.

The Presiding Officer or a Council Member, by motion, may request agenda items to be considered in a different sequence than presented on the published agenda for the Council meeting. The Presiding Officer, or a Council member, may request for change in the agenda order followed with a motion by a Council Member, followed by a second, discussion and a simple majority vote will be required.

4.2 Pledges of Allegiance to the United States.

The Council will lead with the Pledge of Allegiance to the United States. The Council invites individuals and organizations, young and old, to request and lead the Pledge.

4.3 Appointments, Presentations, Proclamations and Recognitions.

The Presiding Officer, or their appointees, shall make any appointment to a City committee, or deliver any presentation, proclamation or recognition as may be required from time to time. Third party entities and organizations may request and be granted permission to make presentations in this section on the agenda.

4.4 Public Hearings.

This section is only used when a statutorily required public hearing is part of the order of business. The Presiding Officer shall first open the public hearing, announce the time and conduct the public hearing to receive comments in alternating sequence of proponents, then opponents, if possible. The Presiding Officer shall first request staff comments. While the public hearing is open, Council may ask questions of the speakers but may not deliberate or argue with the public on the matter at hand.

The Council shall open relevant public hearings to receive citizen comment regarding the items as published in the meeting agenda. The public comment period begins on the first date that the notice is published and extends to the close of the public hearing. Public comments may be submitted either in person, in writing to the Office of the City Secretary, 701 N. Tool Dr., Tool, TX 75143, or electronically via email at contact@tooltexas.org. Any contact information provided by a person wanting to provide testimony, including your name, phone number, email address and physical address will become part of the city's public record.

Those speaking at a public hearing are required to follow the rules established herein for citizen comments. Upon conclusion of citizen comments, the Presiding Officer shall close the public hearing and announce the time. Council may deliberate or take action on the public hearing item(s) after the closing of the public hearing.

4.5 Consent Agenda Items.

There is hereby established, as a part of every agenda for regular and/or special called meetings of the Council, a portion of said agenda that shall be labeled "Consent Agenda." Said consent agenda may consist of any and all business regularly coming before the Council including approval of the minutes of previous meetings.

Approval of Consent Agenda items authorize each to be implemented in accordance with staff recommendations provided. An item may be removed from the consent agenda and added to the Statutory Agenda for full discussion upon request by a member of the Council present at this meeting.

Consent agenda items shall include but not limited to the following:

- Approval of the Minutes;
- Monthly Activity Reports by City Department(s);
- Special City Reports.

The Council shall take action to discuss, amend and approve the minutes of any Council meetings, monthly activity reports, and special reports presented for their review since the last regular Council meeting.

4.6 Statutory Agenda Items.

Items for individual consideration shall be considered by the Council individually and approved by a simple majority vote.

The purpose of this section is to have full discussion upon request by the Council. Ideas, thoughts and decisions are formulated by Council and staff of City plans, operations, policies, and/or future projects. Agenda items may include but not limited to the following:

- Zoning variances
- Request for Proposals (RFP)
- 3rd party service agreements
- City Ordinances
- City Resolutions

4.7 Citizen Comments on Non-Agenda Items.

All persons desiring to speak to the Council on a non-agenda item must sign the 'Request to Speak Form' managed by the City Secretary at least five (5) minutes before meeting starts providing their name, address and non-agenda item they would like to comment on. Time for each speaker is limited to three (3) minutes maximum.

4.8 Staff Comments.

This section is used for staff comments or concerns to the Council.

4.9 Council Comments

This section is used for Council comments or concerns to the public and staff.

4.10 Future Agenda Items.

The Council may request items to be placed on a future agenda at this time. No discussion or deliberation of the items may take place at this time, other than a determination of Council consensus to direct staff to place the item on a future agenda.

4.11 Media Inquiries.

The recognized local media sources may direct questions to members of the Council through the City Secretary. The recognized local media sources will generally be provided an opportunity to ask questions of the Council toward the end of regular session agendas. As a general rule, each media source will be provided two questions and one follow-up question, limited to five (5) minutes per media source.

4.12 Executive Session Items.

This section is only used when it is necessary for the Council to convene in executive session. Executive enumerated in Chapter 551, Open Meetings Act of the Texas Government Code. Disclosure of topics to be discussed shall be made to the public in accordance with the requirements of the Open Meetings Act. If the subject of the executive session warrants, the executive session may be called at any time during the regular session.

4.13 Action on Executive Session Items.

This section is only used if Council conducts an executive session. Action on executive session items must be taken during public/open session of the Council. Action may include the taking of no action at all.

4.14 Adjournment.

The Presiding Officer shall adjourn the Council meeting after motion to adjourn by a Council Member, seconded and approved by majority vote.

ARTICLE 5. WORK SESSION POLICIES AND PROCEDURES

5.1 Purpose.

Council may call and hold public work sessions for the purpose of conducting a detailed and thorough exploration of matters that may properly come before the Council. The following rules shall prevail for the call and conduct of work session meetings.

5.2 Agenda.

The Council shall only consider a limited number of matters during a work session. Sufficient time for consideration of such matters shall be provided.

5.3 Documents and Exhibits to be Presented.

When possible, staff shall make available to the Council all documents, exhibits, maps, plats, architectural drawings, specifications or other similar documents at least 48 hours before the beginning of the work session.

5.4 Technical Questions.

All questions of a technical nature, which require a detailed explanation for understanding, may be considered during a work session. Council may, through the City Administrator, request the attendance of such staff members or outside experts as may be required to answer such questions.

5.5 Audience Comments or Questions.

Formal actions by Council, such as approving or going out for a Request for Qualifications (RFQ), may be taken during a work session, if a Council quorum is assembled. Council may provide staff direction on the matter being considered and request that the item be placed on a regular or special called Council meeting agenda for formal action.

ARTICLE 6. RULES GOVERNING CITIZEN COMMENTS

6.1 Purpose.

It is the desire of the Council to hear from the citizens of Tool and to stimulate discussion and offer a forum for a cordial and meaningful public debate on matters that are properly a concern of the Council. The following rules shall control and govern audience comments.

6.2 Rules for Audience Comments.

Immediately preceding the opening of a called public meeting or hearing the Presiding Officer may direct the City Secretary to read the rules governing citizen comments.

6.3 Rules Governing Citizen Comments.

1. Each speaker is required to use the microphone for speaking limited to one presentation per meeting and a maximum timed limit of three (3) minutes on any item except for a public hearing item which may be extended if a motion to suspend the rules is made and passed.
2. No individual may address the Council without signing up to speak in the "Request to Speak Ledger" managed by the City Secretary at least five (5) minutes prior to the beginning of the meeting. The card must clearly state the subject or issue on which the citizen wishes to speak.

3. If the subject matter does not pertain to City business the Presiding Officer shall advise the individual and/or make recommendations as to how they may get the issue addressed.
4. Citizens speaking on agenda items shall restrict their comments to the subject matter listed.
5. Citizens speaking on non-agenda items shall only speak on matters pertaining to City business or issues which the Council would have the authority to act upon if brought forth as an agenda item.
6. Council may not act upon or discuss any issue brought forth as a non-agenda item; except to:
    a. Make a statement of specific factual information given in response to the inquiry, or
    b. A recitation of existing policy in response to the inquiry.

    Any deliberation of or decision about the subject of the inquiry by Council shall be limited to a proposal to place the subject on the agenda for a subsequent meeting.
7. Proper respect, decorum, and conduct shall prevail at all times. Impertinent, slanderous, or personal attacks are strictly prohibited and violators may be removed from the council chambers.
8. No "offensive or political" placards, banners or signs may be displayed in the council chambers or City hall. Exhibits relating to a presentation are acceptable.
9. Arguing, intimidation or other disruptive behavior is prohibited. Discussion and/or debate are acceptable only on items specifically listed on the agenda.
10. Unauthorized remarks from the audience, stomping of feet, applauding, whistles, yells, or any type of disruptive behavior is prohibited. Applause of appreciation may be acceptable when recognizing a significant event or achievement.
11. Council meetings are the workplace to carry out the business of the City of Tool; therefore, any conduct that could constitute harassment in the workplace is prohibited.
12. In all cases, the Presiding Officer shall preside over the Council meeting and ensure that proper conduct and decorum is adhered to.

6.4 Preservation of Order.

The Presiding Officer shall preserve order and decorum and, if necessary, shall cause to be silenced or removed from the council chambers any person speaking out of order or disrupting the order of the meeting.

ARTICLE 7. BOARDS AND COMMISSIONS

7.1 General.

The City of Tool does not manage a Municipal Utility Board (M.U.D.) or Emergency Service District (ESD). The West Cedar Creek M.U.D. and Henderson County ESD #4 both operate within and outside the City limits and Extraterritorial Jurisdictional (ETJ) boundaries of the City.

Ad hoc City boards, commissions and committees may be temporarily appointed and terminate upon completion of a specific task or special purpose for which it was created, or when abolished by a majority vote of the Council. No ad hoc City board, commission or committee shall have powers other than advisory to the Council.

7.2 Meeting Times and Agenda Order.

City Boards, commissions, and committees shall set their own meeting times. Each City board and commission shall set their own agenda, so long as it is in accordance with the Texas Open Meetings Act.

7.3 Boards with Regulatory Authority.

The following City boards, commissions, and committees may have regulatory authority as approved by Council, at the time they are created:

- Tool Zoning Board of Adjustment,
- Tool Tax Increment Reinvestment Zone Board,
- Tool Building and Standards Committee, and
- Tool Planning and Zoning Commission

7.4 Boards without Regulatory Authority.

The following City boards, commissions, and committees shall not have regulatory authority:

- Tool Animal Shelter Advisory Committee,
- Tool Historic Preservation Commission,
- Tool Parks and Recreation Advisory Board,
- Tool Transportation Advisory Board,
- Tool Economic Development Board,
- ~~Tool Public Library Board, and~~
- Tool Youth Advisory Council

7.5 Appointments.

The Recommendation Committee consists of two (2) elected Council Members. The Recommendation Committee will review applications and or interview eligible applicants for open positions on City boards, commissions and committees. Between October 1 through March 31, two (2) Council Members and the Mayor will be appointed by the Council to the Recommendation Committee. Between April 1 through September 30, the three (3) other Council Members will be appointed by the Council to the Recommendation Committee.

Any Council Member of the Recommendation Committee may make appointments to City boards, commissions and committees by direct motion during the Appointments section of a Council meeting. The Council Member shall state the name(s) of the person(s) and the board, commission or committee to which they are being appointed to and, if necessary, the name(s) of the person(s) whom the appointed person(s) is replacing. The motion for appointment(s) shall require a second, and a majority vote of the Council.

7.6 Board Members' Service.

Members appointed to City boards, commissions and committees that do not have regulatory authority serve at the will of the Council and may be removed, replaced, or not reappointed at the discretion of the Council, by majority vote, with or without cause. When conducting the business of

the City, appointed members of all boards, commissions or committees shall follow the Rules set forth for the Council.

7.7 Open Government Training.

Upon initial appointment, within 90 days of taking the oath of office or assuming duties, all City board, commission, and or committee members shall be required to watch the Texas Public Information Act and the Texas Open Meetings Act training videos as provided by the Office of the Attorney General. This training Is required to be completed during each calendar year for all city officials. A Certification of Completion shall be submitted to City Secretary in a timely manner.

7.8 Council Liaisons.

One (1) Council Member will be appointed as the council liaison to each of the City's boards, commissions and committees. Council liaisons will be appointed by Council with consideration given to applicable expertise. Council liaisons should attend, but are not required to attend, the meetings of the boards, commissions or committees to which they have been appointed as liaison. Board, commission and committee members may contact their Council liaison concerning items of concern or interest with regard to their appointed board, commission or committee. A Council Member can be the council liaison or a member of one (1) or more boards, commissions or committees.

7.9 TABLE OF MOTIONS AND POINTS OF ORDER

MOTION/ORDER	REQUIRES SECOND	DEBATABLE	AMENDABLE	VOTE TYPE
Call for Orders of the Day	No	No	No	N/A
Motion to Amend	*	No	Yes	N/A
Point of Order	No	No	No	N/A
Point of Privilege	No	No	No	N/A
Withdraw a Motion	No	No	No	N/A
Basic Motion	Yes	Yes	Yes	Simple
Motion to Adjourn	Yes	No	No	Simple
Motion to Appeal	Yes	Yes	No	Simple
Motion to Enforce	Yes	No	No	Simple
Motion to Fix the Time to Adjourn	Yes	No	No	Simple
Motion to Recess	Yes	No	Yes	Simple
Motion to Reconsider	Yes	Yes	Yes	Simple
Motion to Table	Yes	No	No	Simple
Motion to Take Action in regard to the City Secretary; City Administrator; or Chief of Police	Yes	Yes	Yes	Super
Motion to Limit Debate	Yes	No	No	Super
Motion to Object to the Consideration of an Item	Yes	No	No	Super
Motion to Suspend Rules	Yes	No	No	Super

* For the purposes of these rules, Amendments are not debatable and only require the approval of the member who made the original motion.

An amendment to an amendment, requires first the approval of the member who made the original amendment and secondly the approval of the member who made the original motion.

City of Tool
City Council

City Council Agenda Request

Meeting Date Requested: November 19th, 2026

Requested By: _____

Department: Administration

Agenda Item No. **16**

Is this a Budgeted Item? ☐ Yes ☐ No

○ Contract/Agreement ○ General Discussion ○ Ordinance ○ Report ● Resolution

Attachments:

Summary of Agenda Item to be considered:

Staff is requesting the administrative step of repealing a previous resolution, if the Council chooses to adopt the Council Rules of Procedure as presented by Mayor Vera Bennett.

Agenda Item, as listed on the agenda:

Consider, Discuss and Take Action to repeal Resolution 2025-11R, Council Rules of Procedure

Recommended Motion to Consider:

"I make a motion to repeal Resolution 2025-11R, Council Rules of Procedure"

The deadline for agenda requests is by the end of the day on the first day of the month, prior to the scheduled Council Meeting. If you have any additional information you would like for Council to view, please attach it to this form. Please send this form to Kimberley Price, City Secretary when finished.

_____

Signature of Sponsoring Officer

Printed name of Sponsoring Officer

City of Tool
City Council

City Council Agenda Request

Meeting Date Requested: November 19th, 2026

Requested By: Jonathan Wilson, City Controller

Department: Administration

Agenda Item No. **17**

Is this a Budgeted Item? ☐ Yes ☐ No

○ Contract/Agreement ○ General Discussion ○ Ordinance ○ Report ● Resolution

Attachments: Resolution 2026-11R, Emergency Funds for 2026-2027 Fiscal Year; FY 26-27 General Fund Analysis

Summary of Agenda Item to be considered:

Staff is recommending the passage of a resolution to give staff the authority to use the Emergency Fund, for General Fund purposes.

In the analysis provided, staff anticipates needing approximately $160,000 for the same purposes.

Agenda Item, as listed on the agenda:

Consider, Discuss and Take Action to adopt Resolution 2026-11R, Emergency Funds for 2026-2027 Fiscal Year

Recommended Motion to Consider:

"I make a motion to adopt Resolution 2026-11R, Emergency Funds for 2026-2027 Fiscal Year"

The deadline for agenda requests is by the end of the day on the first day of the month, prior to the scheduled Council Meeting. If you have any additional information you would like for Council to view, please attach it to this form. Please send this form to Kimberley Price, City Secretary when finished.

Signature of Sponsoring Officer

JONATHAN WILSON

Printed name of Sponsoring Officer

RESOLUTION 2026-11R

Emergency Funds for 2026-2027 Fiscal Year

WHEREAS, the City of Tool, Texas, feels that it is in its best interest to protect the municipal funds and keep the city's efficiency and progress moving;

WHEREAS, the Emergency Fund, is one of several restricted funds the City of Tool has the ability to use, in case of specific instances; and

WHEREAS, the City Council of the City of Tool and members of staff have recognized that the bulk of funds at the beginning of the 2026-2027 Fiscal Year, may not be available until the end of the first quarter of the 2026-2027 fiscal year; and

NOW, THEREFORE, BE IT RESOLVED, by the City Council for the City of Tool, Texas, as follows:

1. The City Council of Tool, Texas authorizes the City Administrator and City Controller to evaluate the amount of funds to be drawn from the Emergency Fund for the purposes of the General Fund, for the first quarter of 2026-2027.
2. The City Council of Tool, Texas authorizes the City Administrator and City Controller to use funds from the Emergency Fund, for the purposes of the General Fund, in an amount not to exceed _____, for the purposes of the General Fund, for the first quarter of 2026-2027.
3. The City Administrator and City Controller have every intention to return the funds back to the Emergency Fund, as they become available in the 2026-2027 Fiscal Year.

PASSED AND APPROVED this _____ day of _____, 2026, by the City Council for the City of Tool, Texas.

_____
Mayor Vera Bennett

ATTEST:

seal

_____
Kimberley Price,
CITY SECRETARY

CITY OF TOOL
Cash Analysis Forecast
For the Months of Sept, Oct, Nov, Dec 2026 in FY 26'-27'

	Nov	Dec
TOTAL FORECASTED REVENUES	130,000.00	848,875.59
Expenditures not Including Personnel	61,000.00	61,000.00
Payroll	84,000.00	84,000.00
Payroll Taxes	6,000.00	6,000.00
TMRS	6,000.00	6,000.00
Medical Insurance	18,000.00	18,000.00
Other Insurance	3,000.00	3,000.00
Total Personnel	117,000.00	117,000.00
FY 24-25 Budgeted Transfer to Capital Improvement Fund per Council Instructions		
Total Cash Expenditures	178,000.00	178,000.00

Assumed Cash Flow Position before Regular Transfers from Ad Valorem	(48,000.00)	670,875.59
Transfer to Capital Account	(200,000.00)	
Transfers from Current Year Ad Valorem Cash Balances (approx $189,000)	150,000.00	40,000.00
Estimated Cash Shortfall	(98,000.00)	(57,000.00)
Cash Needed Temporarily from Emergency Fund	108,000.00	17,000.00

$	160,000.00

City of Tool
City Council

City Council Agenda Request

Meeting Date Requested: October 19th, 2026

Requested By: Robert Stykes, Councilmember

Department: _____

Agenda Item No. **18a**

Is this a Budgeted Item? ☐ Yes ☐ No

○ Contract/Agreement ○ General Discussion ○ Ordinance ○ Report ○ Resolution

Attachments:

Summary of Agenda Item to be considered:

Agenda Item, as listed on the agenda:

Convene into executive session pursuant to Texas Government Code Chapter 551 (3) sections:

a. Section 551.074 to consider the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of the City Administrator

Recommended Motion to Consider:

The deadline for agenda requests is by the end of the day on the first day of the month, prior to the scheduled Council Meeting. If you have any additional information you would like for Council to view, please attach it to this form. Please send this form to Kimberley Price, City Secretary when finished.

_____

Signature of Sponsoring Officer

Printed name of Sponsoring Officer

City of Tool
City Council

City Council Agenda Request

Meeting Date Requested: October 19th, 2026

Requested By: Vera Bennett, Mayor

Department: _____

Agenda Item No. **18b**

Is this a Budgeted Item? ☐ Yes ☐ No

○ Contract/Agreement ○ General Discussion ○ Ordinance ○ Report ○ Resolution

Attachments:

Summary of Agenda Item to be considered:

Agenda Item, as listed on the agenda:

Convene into executive session pursuant to Texas Government Code Chapter 551 (3) sections:

b. Section 551.071 to receive legal advice regarding duties and responsibilities of Council members

Recommended Motion to Consider:

The deadline for agenda requests is by the end of the day on the first day of the month, prior to the scheduled Council Meeting. If you have any additional information you would like for Council to view, please attach it to this form. Please send this form to Kimberley Price, City Secretary when finished.

_____
Signature of Sponsoring Officer

Printed name of Sponsoring Officer

City of Tool
City Council

City Council Agenda Request

Meeting Date Requested: October 19th, 2026

Requested By: _____

Department: _____

Agenda Item No. **18c**

Is this a Budgeted Item? ☐ Yes ☐ No

○ Contract/Agreement ○ General Discussion ○ Ordinance ○ Report ○ Resolution

Attachments:

Summary of Agenda Item to be considered:

Agenda Item, as listed on the agenda:

Convene into executive session pursuant to Texas Government Code Chapter 551 (3) sections:

c. Section 551.071 to receive legal advice regarding pending or contemplated litigation

Recommended Motion to Consider:

The deadline for agenda requests is by the end of the day on the first day of the month, prior to the scheduled Council Meeting. If you have any additional information you would like for Council to view, please attach it to this form. Please send this form to Kimberley Price, City Secretary when finished.

_____

Signature of Sponsoring Officer

Printed name of Sponsoring Officer