



**Mayor**  
**Martin Mudd**  
**Councilmembers**  
**Harry Barnes**  
**Sarah Vickery**  
**John Headrick**  
**Tonya Smikal**  
**Alvin Burress**

**Agenda**  
**City Council Meeting Agenda**  
**801 S Cleveland St**  
**Monday, February 9, 2026 at 6:00 PM**

- 1. Call To Order**
- 2. Roll Call**
- 3. Invocation given by Pastor Guy Williams with First Methodist Dayton**
- 4. Pledge of Allegiance and Texas Pledge**
- 5. Citizen Comment Period**
- 6. Presentations/Updates/Reports**

**City Manager Updates**

Recognize the Water/Sewer employees as the Employee Recognition recipients for February 2026.

**Finance Reports**

Finance Monthly Report January 2026

**Department Reports**

Police Department Monthly Report January 2026

EMS Report January 2026

Animal Control Monthly Report January 2026

Information Technology and DayNet Fiber Services Monthly Report January 2026

Municipal Court Monthly Report January 2026

Library Monthly Report, January 2026

**Mayor/Council/Staff Comments**

- 7. Consent Agenda**
  - 7.A Consider with possible action on Resolution R2026-12 authorizing submission for a

Patrol Fleet Grant.

- 7.B Consider with possible action on Resolution R2026-20 authorizing submission for a Body Worn Camera Grant.
- 7.C Consider with possible action on Resolution R2026-11 authorizing submission for a Drone Grant.
- 7.D Consider with possible action on the approval of the Finance Reports for January 2026.
- 7.E Consider with possible action on the approval of the January 2026 Minutes.

## **8. Public Hearings**

- 8.A Public hearing regarding the annexation of approximately 228.9 acres of land located on Highway 90 as requested by the property owners M/I Homes of Houston, LLC, and Meritage Homes of Texas, LLC.
- 8.B Public hearing regarding the annexation of approximately 14.999 acres of land located off of FM 1960 as requested by the property owner.

## **9. Action Items**

- 9.A Consider with possible action on Ordinance No. O2026-3 annexing 228.9-acre tract of land, to the City of Dayton, providing for the extension of certain boundary limits of the city to include described property within said city limits; Providing that annexed territory bears pro rata part of taxes; Granting to all the inhabitants of said property all the rights and privileges of other citizens and binding said inhabitants by all the acts, ordinances, resolutions of said city; Adopting a service plan agreement for the annexed properties; and Providing a savings clause.
- 9.B Consider with possible action on Ordinance No. O2026-2 annexing the portion of the 14.999-acre tract of land not already located within the City of Dayton's City Limits into the City of Dayton, providing for the extension of certain boundary limits of the city to include described property within said city limits; Providing that annexed territory bears pro rata part of taxes; Granting to all the inhabitants of said property all the rights and privileges of other citizens and binding said inhabitants by all the acts, ordinances, resolutions of said city; Adopting a service plan agreement for the annexed properties; and Providing a savings clause.
- 9.C Consider with possible action on Resolution R2026-23 supporting the rehab of Savannah Park of Dayton.
- 9.D Consider with possible action on Resolution R2026-17 approving the request of Hotel / Motel funds for the assistance of the Dayton Ole Tyme Days Festival.
- 9.E Consider with possible action on Resolution No. R2026-19 accepting the City of Dayton's Water and Wastewater Impact Fee Audit report.
- 9.F Consider with possible action on Resolution No. R2026-21 approving change order #2



for the Sewer Rehab Project.

- 9.G Consider with possible action on Ordinance No. O2026-4 ordering a general municipal election to be held on 2nd day of May 2026 for the purpose of electing a Mayor and one (1) councilmember for position three (3); authorizing an election services contract by and between the City of Dayton, any other contracting entities and the Liberty County Clerk; providing for early voting; providing for two twelve-hour days of early voting; providing for publication and notice of election; and establishing other procedures for conduct of the election.  
*Consideración y posible aprobación de la Ordenanza No. O2026-4, que convoca a elecciones municipales generales para el 2 de mayo de 2026, con el fin de elegir a un alcalde y a un concejal para el Puesto Número Tres (3); autoriza un contrato de servicios electorales entre la Ciudad de Dayton, otras entidades contratantes y el Secretario del Condado de Liberty; establece el voto anticipado; dispone dos días de votación anticipada de doce horas cada uno; prevé la publicación y notificación de las elecciones; y establece otros procedimientos para la realización de dichas elecciones.*
- 9.H Consider with possible action on Resolution No. R2026-15, a resolution ratifying the Dayton Economic Development Corporation's expenditure of \$70,000 for the purchase and installation of poles, lights, conduit, wiring, fixtures and related equipment at Henderson Park.
- 9.I Consider with possible action on Resolution No. R2026-16, a resolution ratifying the Dayton Economic Development Corporation's expenditure of \$370,000 for the purchase and installation of concrete foundations, poles, lights, conduit, wiring and related equipment at Sawmill Park.
- 9.J Consider with possible action on Resolution No. R2026-14 regarding the sale of a tax trust property.
- 9.K Consider with possible action on Resolution No. R2026-18 approving the purchase of an excavator by the Public Works Department.
- 9.L Consider with possible action on Ordinance No. O2026-5 authorizing municipal participation in regulatory rate proceedings involving Entergy Texas, Inc.
- 9.M Consider with possible action on Ordinance O2026-6 approving amendments to the City of Dayton's Master Fee Schedule.
- 9.N Consider with possible action on Resolution No. 2026-25, a resolution scheduling a public hearing on May 18, 2026 for updates to the land use assumptions, capital improvements plan and impact fees for water and wastewater facilities; directing the City Secretary to publish notice of said public hearing and directing the Impact Fee Advisory Committee to make a recommendation on the Impact Fee Report per guidelines from TLGC Chapter 395.

## **10. Closed Executive Session**

- 10.A Executive Session: Texas Government Code 551.071 (Consultation with Attorney)

- Consultation with City Attorney regarding a matter that the duty of the Attorney requires to be held in closed session.
- 10.B Executive Session: Texas Government Code Section 551.087 (Economic Development)
- Discussion regarding possible economic development opportunities.
- 10.C Executive Session: Texas Government Code Section 551.074 (Personnel Matters)
- Discussion regarding appointments to the Impact Fee Advisory Board.
- 10.D Executive Session: Texas Government Code 551.072 (Deliberation Regarding Real Property)
- Discussion regarding real estate transactions.

## **11. Action Items II**

- 11.A Consider with possible action on Resolution No. R2026-8 approving the sale of DayNet and DayNet related assets.
- 11.B Consider with possible action on Resolution No. R2026-9 approving a lease agreement for city property.
- 11.C Consider with possible action on Resolution No. R2026-22 approving the DYSA Parks Use Contract.
- 11.D Consider with possible action on Resolution No. R2026-26 regarding appointments to the City of Dayton's Impact Fee Advisory Board.
- 11.E Consider with possible action on Resolution R2026-24 authorizing consent to issuance of Liberty County MUD No. 9 Unlimited Tax Road Bonds, Series 2026.

## **12. Adjourn**

*Executive Session Disclosure Statement: The City Council reserves the right to adjourn into executive session at any time during the course of this meeting to discuss any of the matters listed above, as authorized by the Texas Government Code, Section 551.071 (Consultation with Attorney), 551.072 (Deliberations about Real Property), 551.073 (Deliberations about Gifts and Donations), 551.074 (Personnel Matters), 551.076 (Deliberations about Security Devices) and 551.087 (Economic Development).*

**I hereby certify that the above shown notice was posted at Dayton Community Center, 801 S Cleveland Street, and Dayton City Hall 117 Cook Street, Dayton, Texas 77535 on or before February 3, 2026.**

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**Jennifer Perkins, City Secretary**



TO: Derek Woods

FROM: Tammy Alexander

RE: Recognize the Water/Sewer employees as the Employee Recognition recipients for February 2026.

DATE: February 9, 2026

COMMENTS:

We want to recognize the Water Crew for their dedication and commitment during Winter Storm Fern. Over the weekend, the crew worked around the clock to maintain continuity of service when a critical water pump went down and repeatedly became clogged with wipes and other debris at the Sewer Plant.

Despite freezing temperatures, rain, and ice, Matt Ubnsokye, Gabriel Moss, and Evert Doucette stayed overnight to monitor and maintain the outdoor pump, ensuring essential water and sewer services remained operational for the City. The City Council extends its sincere appreciation for their professionalism, teamwork, and commitment to public service.

The crew-Matt Ubnsokye, Gabriel Moss, Evert Doucette, Tyler Wessels, Corey Green, Ben Meyer, James Maxwell and Murphy Green.

AVAILABLE FUNDING:

N/A

ACTION REQUESTED:

Acknowledge the February 2026 Employee Recognition as presented.



TO: Martin Mudd

FROM: Leslie Herrera

RE: Finance Monthly Report January 2026

DATE: February 9, 2026

COMMENTS:

N/A

AVAILABLE FUNDING:

N/A

ACTION REQUESTED:

N/A



TO: Jennifer Perkins

FROM: Shane Burleigh

RE: Police Department Monthly Report January 2026

DATE: February 9, 2026

COMMENTS:

Police Department Monthly Report January 2026

AVAILABLE FUNDING:

N/A

ACTION REQUESTED:

N/A

ATTACHMENTS:

[2026 Yearly Council Reports W Narcotics - Google Sheets.pdf](#)

January-2026

| TRAFFIC                                             | 2026<br>This<br>Month | Prior<br>Month | Month to<br>Month +/-<br>Change | 2026<br>Total<br>YTD |
|-----------------------------------------------------|-----------------------|----------------|---------------------------------|----------------------|
| CITATIONS ISSUED                                    | 49                    |                |                                 | 49                   |
| WARNINGS ISSUED                                     | 103                   |                |                                 | 103                  |
| TOTAL ACCID INVEST                                  | 40                    |                |                                 | 40                   |
| FATAL ACCIDENTS                                     | 0                     |                |                                 | 0                    |
| INJURY ACCIDENTS                                    | 4                     |                |                                 | 4                    |
| TOTAL CALLS TO DISPATCH                             | 989                   |                |                                 | 989                  |
| OFFENSES                                            | 49                    |                |                                 | 49                   |
| ARRESTS                                             | 16                    |                |                                 | 16                   |
| DWI CASES                                           | 0                     |                |                                 | 0                    |
| NIBRS                                               | 2026<br>This<br>Month | Prior<br>Month | Month to<br>Month +/-<br>Change | 2026<br>Total<br>YTD |
| BURG-NON-RESIDENT                                   | 0                     |                |                                 | 0                    |
| BURGLARY- RESIDENT                                  | 0                     |                |                                 | 0                    |
| BURGLARY- VEHICLE                                   | 4                     |                |                                 | 4                    |
| VEHICLE THEFT                                       | 1                     |                |                                 | 1                    |
| THEFT- OTHER                                        | 8                     |                |                                 | 8                    |
| AGG ROBBERY                                         | 0                     |                |                                 | 0                    |
| ROBBERY-OTHER                                       | 0                     |                |                                 | 0                    |
| AGG ASSAULT                                         | 2                     |                |                                 | 2                    |
| RAPE OR ATTEMPT                                     | 1                     |                |                                 | 1                    |
| MURDER                                              | 0                     |                |                                 | 0                    |
| NIBRS TREND                                         | 16                    |                |                                 | 16                   |
| NARCOTIC/ALCOHOL<br>RELATED                         | 2026<br>This<br>Month | Prior<br>Month | Month to<br>Month +/-<br>Change | 2026<br>Total<br>YTD |
| POSS DRUG PARAPH                                    | 0                     |                |                                 | 0                    |
| POSS DANGER DRUG                                    | 0                     |                |                                 | 0                    |
| MISD. POSSESSION                                    | 0                     |                |                                 | 0                    |
| FELONY POSSESSION                                   | 5                     |                |                                 | 5                    |
| PUBLIC INTOXICATION                                 | 2                     |                |                                 | 2                    |
| OTHER ALCOHOL RELATED (DUI,<br>Open Container, MIP) | 0                     |                |                                 | 0                    |
| 911 CENTER                                          | 2026<br>This<br>Month | Prior<br>Month | Month to<br>Month +/-<br>Change | 2026<br>Total<br>YTD |
| 911 CALLS REC                                       | 423                   |                | 100%                            | 423                  |

| CID        |             |          |                                                      |                   |             |                  |
|------------|-------------|----------|------------------------------------------------------|-------------------|-------------|------------------|
| Detective  | Case Status |          |                                                      |                   |             |                  |
|            | Active      | Inactive | Cleared by<br>Arrest,Closed,Ex.<br>Cleared,Unfounded | Warrant<br>Issued | Total Cases | Clearance Rate % |
| Terry Dale | 8           | 0        | 6                                                    | 0                 | 14          | 43%              |
| Chris Duos | 4           | 2        | 7                                                    | 1                 | 14          | 57%              |
| Joe Myers  | 5           | 1        | 11                                                   | 0                 | 17          | 65%              |



TO: Derek Woods

FROM: Shane Burleigh

RE: EMS Report January 2026

DATE: February 9, 2026

COMMENTS:

EMS Report January 2026

AVAILABLE FUNDING:

N/A

ACTION REQUESTED:

N/A

ATTACHMENTS:

[City of Dayton \(Jan 26\).pdf](#)

[1\) ALLMH-Dayton Call Vol Report Jan 2026.pdf](#)

| Dispatch A | DateOfSen | RunNumbe | PrimaryDia    | CallSource | Status    | Unit   | Created | Dispatched |
|------------|-----------|----------|---------------|------------|-----------|--------|---------|------------|
| Liberty Co | #####     | 499800   |               | DAYTON P   | Completed | 8174.A | #####   | #####      |
| Liberty Co | #####     | 499918   |               | DAYTON P   | Cancelled | 8151.A | #####   | #####      |
| Liberty Co | #####     | 500039   | Sick Person   | DAYTON P   | Completed | 8151.A | #####   | #####      |
| Liberty Co | #####     | 500262   |               | DAYTON P   | Completed | 8174.A | #####   | #####      |
| Liberty Co | #####     | 500330   | Chest Pain    | DAYTON P   | Cancelled | 8151.A | #####   | #####      |
| Liberty Co | #####     | 500582   |               | DAYTON P   | Completed | 8151.A | #####   | #####      |
| Liberty Co | #####     | 500710   |               | DAYTON P   | Completed | 8151.A | #####   | #####      |
| Liberty Co | #####     | 501108   |               | DAYTON P   | Cancelled | 8151.A | #####   | #####      |
| Liberty Co | #####     | 501124   |               | DAYTON P   | Completed | 8151.A | #####   | #####      |
| Liberty Co | #####     | 501349   | Falls         | DAYTON P   | Cancelled | 8151.A | #####   | #####      |
| Liberty Co | #####     | 501458   | Sick Person   | DAYTON P   | Completed | 8151.A | #####   | #####      |
| Liberty Co | #####     | 501572   | Traffic Colli | DAYTON P   | Cancelled | 8151.A | #####   | #####      |
| Liberty Co | #####     | 501630   |               | DAYTON P   | Completed | 8151.A | #####   | #####      |
| Liberty Co | #####     | 501913   |               | DAYTON P   | Completed | 8175.A | #####   | #####      |
| Liberty Co | #####     | 501985   |               | DAYTON P   | Completed | 8151.A | #####   | #####      |
| Liberty Co | #####     | 502172   |               | DAYTON P   | Cancelled | 8151.A | #####   | #####      |
| Liberty Co | #####     | 502227   | Sick Person   | DAYTON P   | Completed | 8151.A | #####   | #####      |
| Liberty Co | #####     | 502671   | Breathing F   | DAYTON P   | Completed | 8151.A | #####   | #####      |
| Liberty Co | #####     | 502765   | Diabetic Pr   | DAYTON P   | Completed | 8151.A | #####   | #####      |
| Liberty Co | #####     | 502896   | Falls         | DAYTON P   | Completed | 8151.A | #####   | #####      |
| Liberty Co | #####     | 502951   |               | DAYTON P   | Cancelled | 8174.A | #####   | #####      |
| Liberty Co | #####     | 502954   |               | DAYTON P   | Completed | 8174.A | #####   | #####      |
| Liberty Co | #####     | 503446   | Diabetic Pr   | DAYTON P   | Completed | 8151.A | #####   | #####      |
| Liberty Co | #####     | 503793   | Convulsion    | DAYTON P   | Completed | 8174.A | #####   | #####      |
| Liberty Co | #####     | 503947   |               | DAYTON P   | Completed | 8151.A | #####   | #####      |
| Liberty Co | #####     | 504147   | SICK          | DAYTON P   | Cancelled | 8151.A | #####   | #####      |
| Liberty Co | #####     | 504287   | chest pain    | DAYTON P   | Completed | 8151.A | #####   | #####      |
| Liberty Co | #####     | 504373   | hypertensi    | DAYTON P   | Completed | 8174.A | #####   | #####      |
| Liberty Co | #####     | 504707   |               | DAYTON P   | Completed | 8151.A | #####   | #####      |
| Liberty Co | #####     | 504851   |               | DAYTON P   | Completed | 8151.A | #####   | #####      |
| Liberty Co | #####     | 504889   |               | DAYTON P   | Completed | 8151.A | #####   | #####      |
| Liberty Co | #####     | 505109   | SEIZURES      | DAYTON P   | Completed | 8151   | #####   | #####      |
| Liberty Co | #####     | 505333   |               | DAYTON P   | Cancelled | 8151   | #####   | #####      |
| Liberty Co | #####     | 505444   |               | DAYTON P   | Completed | 8151   | #####   | #####      |
| Liberty Co | #####     | 505589   |               | DAYTON P   | Cancelled | 8151   | #####   | #####      |
| Liberty Co | #####     | 505610   |               | DAYTON P   | Completed | 8151   | #####   | #####      |
| Liberty Co | #####     | 505626   |               | DAYTON P   | Completed | 8174.A | #####   | #####      |
| Liberty Co | #####     | 505701   |               | DAYTON P   | Completed | 8151.A | #####   | #####      |
| Liberty Co | #####     | 506169   |               | DAYTON P   | Completed | 8151.A | #####   | #####      |
| Liberty Co | #####     | 506909   |               | DAYTON P   | Completed | 8151.A | #####   | #####      |
| Liberty Co | #####     | 506978   | STIFF NECK    | DAYTON P   | Completed | 8175.A | #####   | #####      |
| Liberty Co | #####     | 507344   |               | DAYTON P   | Cancelled | 8151.A | #####   | #####      |
| Liberty Co | #####     | 507918   |               | DAYTON P   | Cancelled | 8151.A | #####   | #####      |
| Liberty Co | #####     | 507952   |               | DAYTON P   | Cancelled | 8151.A | #####   | #####      |
| Liberty Co | #####     | 507986   |               | DAYTON P   | Cancelled | 8151.A | #####   | #####      |
| Liberty Co | #####     | 508196   |               | DAYTON P   | Completed | 8151.A | #####   | #####      |



|            |       |                      |          |                  |       |       |
|------------|-------|----------------------|----------|------------------|-------|-------|
| Liberty Co | ##### | 508354               | DAYTON P | Completed 8151.A | ##### | ##### |
| Liberty Co | ##### | 508670               | DAYTON P | Cancelled 8151.A | ##### | ##### |
| Liberty Co | ##### | 508718               | DAYTON P | Completed 8151.A | ##### | ##### |
| Liberty Co | ##### | 508793               | DAYTON P | Completed 8151.A | ##### | ##### |
| Liberty Co | ##### | 508816               | DAYTON P | Completed 8151.A | ##### | ##### |
| Liberty Co | ##### | 508822               | DAYTON P | Completed 8174.A | ##### | ##### |
| Liberty Co | ##### | 509020               | DAYTON P | Completed 8151.A | ##### | ##### |
| Liberty Co | ##### | 509028               | DAYTON P | Completed 8171.A | ##### | ##### |
| Liberty Co | ##### | 509439               | DAYTON P | Cancelled 8151.A | ##### | ##### |
| Liberty Co | ##### | 509561 FALL          | DAYTON P | Cancelled 8151   | ##### | ##### |
| Liberty Co | ##### | 509673               | DAYTON P | Completed 8151   | ##### | ##### |
| Liberty Co | ##### | 509815 seizure       | DAYTON P | Completed 8175.A | ##### | ##### |
| Liberty Co | ##### | 509888               | DAYTON P | Completed 8151   | ##### | ##### |
| Liberty Co | ##### | 510096               | DAYTON P | Cancelled 8151   | ##### | ##### |
| Liberty Co | ##### | 510125               | DAYTON P | Completed 8151   | ##### | ##### |
| Liberty Co | ##### | 510146               | DAYTON P | Cancelled 8151   | ##### | ##### |
| Liberty Co | ##### | 510265 Traffic Colli | DAYTON P | Cancelled 8151.A | ##### | ##### |
| Liberty Co | ##### | 510375               | DAYTON P | Cancelled 8151.A | ##### | ##### |
| Liberty Co | ##### | 510624               | DAYTON P | Cancelled 8151.A | ##### | ##### |
| Liberty Co | ##### | 510791               | DAYTON P | Cancelled 8151.A | ##### | ##### |
| Liberty Co | ##### | 510978               | DAYTON P | Completed 8151   | ##### | ##### |
| Liberty Co | ##### | 511180 BLOOD PRE     | DAYTON P | Cancelled 8151   | ##### | ##### |
| Liberty Co | ##### | 511199               | DAYTON P | Completed 8174.A | ##### | ##### |
| Liberty Co | ##### | 511198               | DAYTON P | Completed 8175.A | ##### | ##### |
| Liberty Co | ##### | 511250               | DAYTON P | Cancelled 8151   | ##### | ##### |
| Liberty Co | ##### | 511300               | DAYTON P | Completed 8151   | ##### | ##### |
| Liberty Co | ##### | 511487               | DAYTON P | Completed 8151   | ##### | ##### |
| Liberty Co | ##### | 511510               | DAYTON P | Cancelled 8151   | ##### | ##### |
| Liberty Co | ##### | 511745               | DAYTON P | Cancelled 8151.A | ##### | ##### |
| Liberty Co | ##### | 511776               | DAYTON P | Completed 8175.A | ##### | ##### |
| Liberty Co | ##### | 511982               | DAYTON P | Completed 8175.A | ##### | ##### |
| Liberty Co | ##### | 512442               | DAYTON P | Completed 8151.A | ##### | ##### |
| Liberty Co | ##### | 512591               | DAYTON P | Completed 8151.A | ##### | ##### |
| Liberty Co | ##### | 512604               | DAYTON P | Cancelled 8175.A | ##### | ##### |
| Liberty Co | ##### | 512769               | DAYTON P | Completed 8151.A | ##### | ##### |
| Liberty Co | ##### | 513247               | DAYTON P | Cancelled 8151.A | ##### | ##### |
| Liberty Co | ##### | 513693               | DAYTON P | Completed 8151.A | ##### | ##### |
| Liberty Co | ##### | 513956               | DAYTON P | Completed 8151.A | ##### | ##### |
| Liberty Co | ##### | 514013               | DAYTON P | Cancelled 8175.A | ##### | ##### |
| Liberty Co | ##### | 514020               | DAYTON P | Completed 8175.A | ##### | ##### |
| Liberty Co | ##### | 514032               | DAYTON P | Cancelled 8151.A | ##### | ##### |
| Liberty Co | ##### | 514488 fall          | DAYTON P | Completed 8151.A | ##### | ##### |
| Liberty Co | ##### | 514846               | DAYTON P | Cancelled 8151.A | ##### | ##### |
| Liberty Co | ##### | 515161 doa           | DAYTON P | Cancelled 8151.A | ##### | ##### |
| Liberty Co | ##### | 515179 Traffic Colli | DAYTON P | Cancelled 8151.A | ##### | ##### |
| Liberty Co | ##### | 515520 cramping n    | DAYTON P | Completed 8151.A | ##### | ##### |
| Liberty Co | ##### | 515635               | DAYTON P | Cancelled 8151.A | ##### | ##### |

|            |       |                      |          |                  |       |       |
|------------|-------|----------------------|----------|------------------|-------|-------|
| Liberty Co | ##### | 515668 stroke        | DAYTON P | Completed 8151.A | ##### | ##### |
| Liberty Co | ##### | 515939 Sick Person   | DAYTON P | Completed 8151.A | ##### | ##### |
| Liberty Co | ##### | 515978               | DAYTON P | Cancelled 8175.A | ##### | ##### |
| Liberty Co | ##### | 516009               | DAYTON P | Completed 8174.A | ##### | ##### |
| Liberty Co | ##### | 516060 Psychiatric,  | DAYTON P | Completed 8151.A | ##### | ##### |
| Liberty Co | ##### | 516078               | DAYTON P | Completed 8174.A | ##### | ##### |
| Liberty Co | ##### | 516149               | DAYTON P | Completed 8151.A | ##### | ##### |
| Liberty Co | ##### | 516362 Overdose/I    | DAYTON P | Completed 8175.A | ##### | ##### |
| Liberty Co | ##### | 516424 Headache,     | DAYTON P | Completed 8151.A | ##### | ##### |
| Liberty Co | ##### | 516706               | DAYTON P | Completed 8151.A | ##### | ##### |
| Liberty Co | ##### | 517280               | DAYTON P | Completed 8151   | ##### | ##### |
| Liberty Co | ##### | 517487               | DAYTON P | Completed 8151   | ##### | ##### |
| Liberty Co | ##### | 517498 CHEST PAIN    | DAYTON P | Completed 8175.A | ##### | ##### |
| Liberty Co | ##### | 517662               | DAYTON P | Completed 8151   | ##### | ##### |
| Liberty Co | ##### | 517675 HEART FLU     | DAYTON P | Completed 8175.A | ##### | ##### |
| Liberty Co | ##### | 517924 Traffic Colli | DAYTON P | Cancelled 8151.A | ##### | ##### |
| Liberty Co | ##### | 518569               | DAYTON P | Cancelled 8151.A | ##### | ##### |
| Liberty Co | ##### | 518634 Unconsciou:   | DAYTON P | Completed 8151.A | ##### | ##### |
| Liberty Co | ##### | 518894 Breathing F   | DAYTON P | Completed 8151.A | ##### | ##### |
| Liberty Co | ##### | 519004 Sick Person   | DAYTON P | Completed 8151.A | ##### | ##### |
| Liberty Co | ##### | 519037               | DAYTON P | Completed 8174.A | ##### | ##### |
| Liberty Co | ##### | 519055 Sick Person   | DAYTON P | Completed 8151.A | ##### | ##### |
| Liberty Co | ##### | 519041               | DAYTON P | Completed 8175.A | ##### | ##### |
| Liberty Co | ##### | 519209 heart pt lef  | DAYTON P | Completed 8151.A | ##### | ##### |
| Liberty Co | ##### | 519238               | DAYTON P | Completed 8174.A | ##### | ##### |
| Liberty Co | ##### | 519265               | DAYTON P | Cancelled 8151.A | ##### | ##### |
| Liberty Co | ##### | 519382 Convulsion    | DAYTON P | Completed 8151.A | ##### | ##### |
| Liberty Co | ##### | 519635 Falls         | DAYTON P | Completed 8151.A | ##### | ##### |
| Liberty Co | ##### | 520096 Falls         | DAYTON P | Cancelled 8151.A | ##### | ##### |
| Liberty Co | ##### | 520276               | DAYTON P | Completed 8151.A | ##### | ##### |
| Liberty Co | ##### | 520470               | DAYTON P | Completed 8151.A | ##### | ##### |
| Liberty Co | ##### | 520560               | DAYTON P | Completed 8151.A | ##### | ##### |
| Liberty Co | ##### | 520696               | DAYTON P | Cancelled 8151.A | ##### | ##### |
| Liberty Co | ##### | 520813 POSS FAIN     | DAYTON P | Completed 8151   | ##### | ##### |
| Liberty Co | ##### | 520964 Chest Pain,   | DAYTON P | Completed 8151   | ##### | ##### |

| UnitAssign | Acknowled | Enroute | OnScene | RT      | Calls | Xport | Flts | Transporti |
|------------|-----------|---------|---------|---------|-------|-------|------|------------|
| #####      | #####     | #####   | #####   | 0:10:26 | 1     | 1     |      | #####      |
| #####      | #####     | #####   |         |         |       |       |      |            |
| #####      | #####     | #####   | #####   | 0:07:52 | 1     | 1     |      | #####      |
| #####      | #####     | #####   | #####   | 0:10:58 | 1     | 1     |      | #####      |
| #####      | #####     | #####   |         |         |       |       |      |            |
| #####      | #####     | #####   | #####   | 0:03:30 | 1     | 1     |      | #####      |
| #####      | #####     | #####   | #####   | 0:04:53 | 1     | 1     |      | #####      |
| #####      | #####     | #####   | #####   | 0:01:05 | 1     |       |      |            |
| #####      | #####     | #####   | #####   | 0:05:08 | 1     | 1     |      | #####      |
| #####      | #####     | #####   | #####   | 0:08:58 | 1     |       |      |            |
| #####      |           | #####   | #####   | 0:00:07 | 1     | 1     |      | #####      |
| #####      | #####     | #####   |         |         |       |       |      |            |
| #####      |           | #####   | #####   | 0:06:45 | 1     | 1     |      | #####      |
| #####      | #####     | #####   | #####   | 0:20:28 | 1     | 1     |      | #####      |
| #####      | #####     | #####   | #####   | 0:08:14 | 1     | 1     |      | #####      |
| #####      | #####     | #####   | #####   | 0:06:05 | 1     |       |      |            |
| #####      | #####     | #####   | #####   | 0:06:45 | 1     | 1     |      | #####      |
| #####      |           | #####   | #####   | 0:08:36 | 1     | 1     |      | #####      |
| #####      | #####     | #####   | #####   | 0:01:55 | 1     | 1     |      | #####      |
| #####      | #####     | #####   | #####   | 0:11:04 | 1     | 1     |      | #####      |
| #####      |           |         |         |         |       |       |      |            |
| #####      | #####     | #####   | #####   | 0:14:07 | 1     | 1     |      | #####      |
| #####      | #####     | #####   | #####   | 0:02:45 | 1     | 1     |      | #####      |
| #####      | #####     | #####   | #####   | 0:08:40 | 1     | 1     |      | #####      |
| #####      | #####     | #####   | #####   | 0:08:08 | 1     | 1     |      | #####      |
| #####      | #####     | #####   | #####   | 0:07:29 | 1     |       |      |            |
| #####      | #####     | #####   | #####   | 0:12:31 | 1     | 1     |      | #####      |
| #####      | #####     | #####   | #####   | 0:07:38 | 1     | 1     |      | #####      |
| #####      | #####     | #####   | #####   | 0:06:57 | 1     | 1     |      | #####      |
| #####      | #####     | #####   | #####   | 0:04:36 | 1     | 1     |      | #####      |
| #####      | #####     | #####   | #####   | 0:07:04 | 1     | 1     |      | #####      |
| #####      | #####     | #####   | #####   | 0:04:32 | 1     | 1     |      | #####      |
| #####      | #####     | #####   | #####   | 0:03:02 | 1     |       |      |            |
| #####      | #####     | #####   | #####   | 0:05:33 | 1     | 1     |      | #####      |
| #####      | #####     | #####   | #####   | 0:06:02 | 1     |       |      |            |
| #####      | #####     | #####   | #####   | 0:03:49 | 1     | 1     |      | #####      |
| #####      | #####     | #####   | #####   | 0:19:55 | 1     | 1     |      | #####      |
| #####      | #####     | #####   | #####   | 0:04:54 | 1     | 1     |      | #####      |
| #####      | #####     | #####   | #####   | 0:03:21 | 1     | 1     |      | #####      |
| #####      | #####     | #####   | #####   | 0:07:25 | 1     | 1     |      | #####      |
| #####      | #####     | #####   | #####   | 0:13:34 | 1     | 1     |      | #####      |
| #####      | #####     | #####   | #####   | 0:02:29 | 1     |       |      |            |
| #####      | #####     | #####   |         |         |       |       |      |            |
| #####      | #####     | #####   | #####   | 0:07:56 | 1     |       |      |            |
| #####      | #####     | #####   | #####   | 0:07:37 | 1     |       |      |            |
| #####      | #####     | #####   | #####   | 0:05:49 | 1     | 1     |      | #####      |

|       |       |       |       |         |   |   |       |
|-------|-------|-------|-------|---------|---|---|-------|
| ##### | ##### | ##### | ##### | 0:03:27 | 1 | 1 | ##### |
| ##### | ##### | ##### | ##### | 0:03:29 | 1 |   |       |
| ##### | ##### | ##### | ##### | 0:07:05 | 1 | 1 | ##### |
| ##### | ##### | ##### | ##### | 0:02:46 | 1 | 1 | ##### |
| ##### | ##### | ##### | ##### | 0:00:44 | 1 | 1 | ##### |
| ##### | ##### | ##### | ##### | 0:24:53 | 1 | 1 | ##### |
| ##### | ##### | ##### | ##### | 0:02:51 | 1 | 1 | ##### |
| ##### | ##### | ##### | ##### | 0:28:31 | 1 | 1 | ##### |
| ##### | ##### | ##### | ##### | 0:01:56 | 1 |   |       |
| ##### |       | ##### | ##### | 0:07:14 | 1 |   |       |
| ##### | ##### | ##### | ##### | 0:07:19 | 1 | 1 | ##### |
| ##### | ##### | ##### | ##### | 0:20:57 | 1 | 1 | ##### |
| ##### | ##### | ##### | ##### | 0:02:02 | 1 | 1 | ##### |
| ##### | ##### | ##### | ##### | 0:08:12 | 1 |   |       |
| ##### | ##### | ##### | ##### | 0:04:45 | 1 | 1 | ##### |
| ##### | ##### | ##### | ##### | 0:06:35 | 1 |   |       |
| ##### | ##### | ##### | ##### | 0:07:58 | 1 |   |       |
| ##### | ##### | ##### | ##### | 0:07:56 | 1 |   |       |
| ##### | ##### | ##### | ##### | 0:02:29 | 1 |   |       |
| ##### | ##### | ##### | ##### | 0:06:34 | 1 |   |       |
| ##### | ##### | ##### | ##### | 0:14:56 | 1 | 1 | ##### |
| ##### | ##### | ##### | ##### | 0:14:15 | 1 |   |       |
| ##### | ##### | ##### | ##### | 0:08:44 | 1 | 1 | ##### |
| ##### | ##### | ##### | ##### | 0:11:02 | 1 | 1 | ##### |
| ##### | ##### | ##### | ##### | 0:12:13 | 1 |   |       |
| ##### | ##### | ##### | ##### | 0:07:23 | 1 | 1 | ##### |
| ##### | ##### | ##### | ##### | 0:12:02 | 1 | 1 | ##### |
| ##### | ##### | ##### |       |         |   |   |       |
| ##### | ##### | ##### | ##### | 0:06:56 | 1 |   |       |
| ##### | ##### | ##### | ##### | 0:24:43 | 1 | 1 | ##### |
| ##### | ##### | ##### | ##### | 0:00:08 | 1 | 1 | ##### |
| ##### | ##### | ##### | ##### | 0:07:46 | 1 | 1 | ##### |
| ##### | ##### | ##### | ##### | 0:02:55 | 1 | 1 | ##### |
| ##### | ##### | ##### | ##### | 0:14:47 | 1 |   |       |
| ##### | ##### | ##### | ##### | 0:08:42 | 1 | 1 | ##### |
| ##### | ##### | ##### | ##### | 0:07:12 | 1 |   |       |
| ##### | ##### | ##### | ##### | 0:03:02 | 1 | 1 | ##### |
| ##### | ##### | ##### | ##### | 0:05:49 | 1 | 1 | ##### |
| ##### | ##### | ##### |       |         |   |   |       |
| ##### | ##### | ##### | ##### | 0:06:46 | 1 | 1 | ##### |
| ##### | ##### | ##### |       |         |   |   |       |
| ##### | ##### | ##### | ##### | 0:05:59 | 1 | 1 | ##### |
| ##### | ##### | ##### | ##### | 0:04:45 | 1 |   |       |
| ##### | ##### | ##### | ##### | 0:04:29 | 1 |   |       |
| ##### | ##### | ##### |       |         |   |   |       |
| ##### | ##### | ##### | ##### | 0:06:56 | 1 | 1 | ##### |
| ##### | ##### | ##### | ##### | 0:00:29 | 1 |   |       |

|       |       |       |       |                |            |           |          |
|-------|-------|-------|-------|----------------|------------|-----------|----------|
| ##### | ##### | ##### | ##### | 0:06:29        | 1          | 1         | #####    |
| ##### | ##### | ##### | ##### | 0:07:40        | 1          | 1         | #####    |
| ##### |       |       |       |                |            |           |          |
| ##### | ##### | ##### | ##### | 0:11:41        | 1          | 1         | #####    |
| ##### | ##### | ##### | ##### | 0:06:54        | 1          | 1         | #####    |
| ##### | ##### | ##### | ##### | 0:13:47        | 1          | 1         | #####    |
| ##### | ##### | ##### | ##### | 0:01:43        | 1          | 1         | #####    |
| ##### | ##### | ##### | ##### | 0:24:11        | 1          | 1         | #####    |
| ##### | ##### | ##### | ##### | 0:07:45        | 1          | 1         | #####    |
| ##### |       | ##### | ##### | 0:02:17        | 1          | 1         | #####    |
| ##### | ##### | ##### | ##### | 0:08:38        | 1          | 1         | #####    |
| ##### | ##### | ##### | ##### | 0:05:04        | 1          | 1         | #####    |
| ##### | ##### | ##### | ##### | 0:22:32        | 1          | 1         | #####    |
| ##### | ##### | ##### | ##### | 0:07:04        | 1          | 1         | #####    |
| ##### | ##### | ##### | ##### | 0:16:56        | 1          | 1         | #####    |
| ##### | ##### | ##### |       |                |            |           |          |
| ##### | ##### | ##### | ##### | 0:07:08        | 1          |           |          |
| ##### | ##### | ##### | ##### | 0:01:58        | 1          | 1         | #####    |
| ##### | ##### | ##### | ##### | 0:04:39        | 1          | 1         | #####    |
| ##### | ##### | ##### | ##### | 0:05:33        | 1          | 1         | #####    |
| ##### | ##### | ##### | ##### | 0:27:29        | 1          | 1         | #####    |
| ##### | ##### | ##### | ##### | 0:07:56        | 1          | 1         | #####    |
| ##### | ##### | ##### | ##### | 0:32:21        | 1          | 1         | #####    |
| ##### | ##### | ##### | ##### | 0:05:55        | 1          | 1         | #####    |
| ##### | ##### | ##### | ##### | 0:10:26        | 1          | 1         | #####    |
| ##### | ##### | ##### |       |                |            |           |          |
| ##### | ##### | ##### | ##### | 0:05:35        | 1          | 1         | #####    |
| ##### | ##### | ##### | ##### | 0:07:11        | 1          | 1         | #####    |
| ##### | ##### | ##### | ##### | 0:07:55        | 1          |           |          |
| ##### | ##### | ##### | ##### | 0:01:55        | 1          | 1         | #####    |
| ##### | ##### | ##### | ##### | 0:03:33        | 1          | 1         | #####    |
| ##### | ##### | ##### | ##### | 0:04:13        | 1          | 1         | #####    |
| ##### | ##### | ##### | ##### | 0:08:16        | 1          |           |          |
| ##### | ##### | ##### | ##### | 0:06:50        | 1          | 1         | #####    |
| ##### | ##### | ##### | ##### | 0:02:33        | 1          | 1         | #####    |
|       |       |       |       | <b>0:08:08</b> | <b>116</b> | <b>87</b> | <b>0</b> |

| Destination | Completed | Cancelled | CancelReason | CallType | LOS       | PUFacility | PUAddress           | PU Apt    | Ste |
|-------------|-----------|-----------|--------------|----------|-----------|------------|---------------------|-----------|-----|
| #####       | #####     |           |              | ALS      | Emergency |            | 996 TX-321          |           |     |
|             |           | #####     | Cancelled    | ALS      | Emergency |            | Seacamp St          |           |     |
| #####       | #####     |           |              | ALS      | Emergency |            | 1451 W Cl           | Apt # 701 |     |
| #####       | #####     |           |              | ALS      | Emergency |            | 904 Fm 686          |           |     |
|             |           | #####     | Cancelled    | ALS      | Emergency |            | Seacamp St          |           |     |
| #####       | #####     |           |              | ALS      | Emergency |            | 20 Park Pl          |           |     |
| #####       | #####     |           |              | ALS      | Emergency |            | 108 N Main St       |           |     |
|             |           | #####     | Patient Ref  | ALS      | Emergency |            | 302 Us-90           |           |     |
| #####       | #####     |           |              | ALS      | Emergency |            | 290 Mitchell St     |           |     |
|             |           | #####     | Patient Ref  | ALS      | Emergency |            | 309 E Hous 7        |           |     |
| #####       | #####     |           |              | ALS      | Emergency |            | 209 W Highway 90    |           |     |
|             |           | #####     | Cancelled    | ALS      | Emergency |            | N Winfree St        |           |     |
| #####       | #####     |           |              | ALS      | Emergency |            | 2800 N Wi           | 44        |     |
| #####       | #####     |           |              | ALS      | Emergency |            | 904 Fm 686          |           |     |
| #####       | #####     |           |              | ALS      | Emergency |            | 1706 Dalhart St     |           |     |
|             |           | #####     | Cancelled    | ALS      | Emergency |            | 1706 Dalhart St     |           |     |
| #####       | #####     |           |              | ALS      | Emergency |            | 4490 N Cle          | 1413      |     |
| #####       | #####     |           |              | ALS      | Emergency |            | 101 Park Place St   |           |     |
| #####       | #####     |           |              | ALS      | Emergency |            | 403 E Highway 90    |           |     |
| #####       | #####     |           |              | ALS      | Emergency |            | 4490 N Cle          | 1413      |     |
|             |           | #####     |              | ALS      | Emergency |            | 1226 Millpointe Ln  |           |     |
| #####       | #####     |           |              | ALS      | Emergency |            | 1226 Millpointe Ln  |           |     |
| #####       | #####     |           |              | ALS      | Emergency |            | 117 Bryan St        |           |     |
| #####       | #####     |           |              | ALS      | Emergency |            | 902 Fm 686          |           |     |
| #####       | #####     |           |              | ALS      | Emergency |            | 32 E Lawrence St    |           |     |
|             |           | #####     | Patient Ref  | ALS      | Emergency |            | 807 Coleman St      |           |     |
| #####       | #####     |           |              | ALS      | Emergency |            | 1504 N Wi           | 09        |     |
| #####       | #####     |           |              | ALS      | Emergency |            | 4056 Fm 1960        |           |     |
| #####       | #####     |           |              | ALS      | Emergency |            | 2004 N Cleveland St |           |     |
| #####       | #####     |           |              | ALS      | Emergency |            | 31 Little John Ln   |           |     |
| #####       | #####     |           |              | ALS      | Emergency |            | 7025 N Cleveland St |           |     |
| #####       | #####     |           |              | ALS      | Emergency |            | 1907 N Wi           | 69        |     |
|             |           | #####     | Patient Ref  | ALS      | Emergency |            | 605 Edgar St        |           |     |
| #####       | #####     |           |              | ALS      | Emergency |            | 103 Tracie Dr       |           |     |
|             |           | #####     | Patient Ref  | ALS      | Emergency |            | 602 E Houston Ave   |           |     |
| #####       | #####     |           |              | ALS      | Emergency |            | 111 N Church St     |           |     |
| #####       | #####     |           |              | ALS      | Emergency |            | 1900 N Wi           | 128       |     |
| #####       | #####     |           |              | ALS      | Emergency |            | 605 Edgar St        |           |     |
| #####       | #####     |           |              | ALS      | Emergency |            | 403 E Highway 90    |           |     |
| #####       | #####     |           |              | ALS      | Emergency |            | 1504 N Wi           | trl 27    |     |
| #####       | #####     |           |              | ALS      | Emergency |            | 1108 N Winfree St   |           |     |
|             |           | #####     | Patient Ref  | ALS      | Emergency |            | Ella Dr             |           |     |
|             |           | #####     | Calling Part | ALS      | Emergency |            | Glendale St         |           |     |
|             |           | #####     | Patient Ref  | ALS      | Emergency |            | 2004 N Cleveland St |           |     |
|             |           | #####     | Patient Ref  | ALS      | Emergency |            | 502 E Young St      |           |     |
| #####       | #####     |           |              | ALS      | Emergency |            | 309 E Houston St    |           |     |

|       |       |                  |           |                      |
|-------|-------|------------------|-----------|----------------------|
| ##### | ##### | ALS              | Emergency | 400 Larson St        |
|       | ##### | Patient Ref ALS  | Emergency | 2800 N Winfree St    |
| ##### | ##### | ALS              | Emergency | 2800 N Winfree St    |
| ##### | ##### | ALS              | Emergency | Us 90 W / Fm 1413    |
| ##### | ##### | ALS              | Emergency | 503 Ross St          |
| ##### | ##### | ALS              | Emergency | 3016 Fm 1960         |
| ##### | ##### | ALS              | Emergency | 313 N Main St        |
| ##### | ##### | ALS              | Emergency | 4490 N Cle 1413      |
|       | ##### | Patient Ref ALS  | Emergency | 106 N Church St      |
|       | ##### | Patient Ref ALS  | Emergency | 1907 N Wir 3         |
| ##### | ##### | ALS              | Emergency | 2502 N Wir 6         |
| ##### | ##### | ALS              | Emergency | 904 Fm 686           |
| ##### | ##### | ALS              | Emergency | 1907 N Wir 3         |
|       | ##### | Patient Ref ALS  | Emergency | 98 Georgia St        |
| ##### | ##### | ALS              | Emergency | 309 E Hous 7         |
|       | ##### | Patient Ref ALS  | Emergency | 2206 Pearl St        |
|       | ##### | Patient Ref ALS  | Emergency | W Highway 90 / Tx-99 |
|       | ##### | Patient Ref ALS  | Emergency | 3098 Lisa Ln         |
|       | ##### | Patient Ref ALS  | Emergency | Highway 321 / W Linn |
|       | ##### | Patient Ref ALS  | Emergency | 1200 N Wir 121       |
| ##### | ##### | ALS              | Emergency | 41 Ranchwood Ln      |
|       | ##### | Patient Ref ALS  | Emergency | 1706 Dalhart St      |
| ##### | ##### | ALS              | Emergency | 7556 Fm 1960         |
| ##### | ##### | ALS              | Emergency | 1907 N Wir 137       |
|       | ##### | DOA/DOS ALS      | Emergency | 1671 Sawmill Rd      |
| ##### | ##### | ALS              | Emergency | 1706 Dalhart St      |
| ##### | ##### | ALS              | Emergency | 701 TX-146           |
|       | ##### | Cancelled k ALS  | Emergency | Seacamp St           |
|       | ##### | Transporte ALS   | Emergency | 2100 N Wir 22        |
| ##### | ##### | ALS              | Emergency | 2100 N Wir 22        |
| ##### | ##### | ALS              | Emergency | 1907 N Wir 76        |
| ##### | ##### | ALS              | Emergency | 400 Larson J11       |
| ##### | ##### | ALS              | Emergency | 605 Edgar St         |
|       | ##### | Cancelled k ALS  | Emergency | 3200 N Cleveland St  |
| ##### | ##### | ALS              | Emergency | 1451 W Clayton St    |
|       | ##### | Patient Ref ALS  | Emergency | Us 90 W / County Roa |
| ##### | ##### | ALS              | Emergency | 701 Highwi 73        |
| ##### | ##### | ALS              | Emergency | 406 E Clayton St     |
|       | ##### | Cancelled k ALS  | Emergency | Fm-1409              |
| ##### | ##### | ALS              | Emergency | 607 E Houston St     |
|       | ##### | Calling Part ALS | Emergency | N Winfree St         |
| ##### | ##### | ALS              | Emergency | 310 E Lawr 7         |
|       | ##### | No Contact ALS   | Emergency | Tx-321 / W Highway 9 |
|       | ##### | DOA/DOS ALS      | Emergency | 704 E Waring St      |
|       | ##### | Cancelled k ALS  | Emergency | Fm-1960              |
| ##### | ##### | ALS              | Emergency | 404 Moss Rock Ct     |
|       | ##### | Patient Ref ALS  | Emergency | 210 Us-90            |

|       |                   |     |           |                     |
|-------|-------------------|-----|-----------|---------------------|
| ##### | #####             | ALS | Emergency | 401 Smith St        |
| ##### | #####             | ALS | Emergency | 306 Cherry Creek Rd |
|       | #####             | ALS | Emergency | Sh 146 S            |
| ##### | #####             | ALS | Emergency | 904 Fm 686          |
| ##### | #####             | ALS | Emergency | 111 N Church St     |
| ##### | #####             | ALS | Emergency | 209 Us-90           |
| ##### | #####             | ALS | Emergency | 401 S Winfree St    |
| ##### | #####             | ALS | Emergency | 904 Fm 686          |
| ##### | #####             | ALS | Emergency | 1900 N Wir 125      |
| ##### | #####             | ALS | Emergency | 1408 N Cleveland St |
| ##### | #####             | ALS | Emergency | 4490 N Cle' 2104    |
| ##### | #####             | ALS | Emergency | 1003 N Cleveland St |
| ##### | #####             | ALS | Emergency | 1330 US 9C unit 4   |
| ##### | #####             | ALS | Emergency | 998 Cherry Creek Rd |
| ##### | #####             | ALS | Emergency | 1907 N Wir 65 APT   |
|       | ##### Cancelled k | ALS | Emergency | Seacamp St          |
|       | ##### Patient Ref | ALS | Emergency | 107 S Winfree St    |
| ##### | #####             | ALS | Emergency | 1003 N Cleveland St |
| ##### | #####             | ALS | Emergency | 117 Bryan St        |
| ##### | #####             | ALS | Emergency | 505 S Colbert St    |
| ##### | #####             | ALS | Emergency | 1907 N Wir 50       |
| ##### | #####             | ALS | Emergency | 3909 N Cleveland St |
| ##### | #####             | ALS | Emergency | 306 Us-90           |
| ##### | #####             | ALS | Emergency | 808 Arcadia St      |
| ##### | #####             | ALS | Emergency | County Road 603     |
|       | ##### Cancelled k | ALS | Emergency | N Cleveland St      |
| ##### | #####             | ALS | Emergency | 403 E Highway 90    |
|       | #####             | ALS | Emergency | 4490 N Wir 1413     |
|       | ##### Patient Ref | ALS | Emergency | 4490 N Cle' 1901    |
| ##### | #####             | ALS | Emergency | 207 Us-90           |
| ##### | #####             | ALS | Emergency | 203 Cook St         |
| ##### | #####             | ALS | Emergency | 604 Us-90 RM122     |
|       | ##### Patient Ref | ALS | Emergency | 1401 N Cleveland St |
| ##### | #####             | ALS | Emergency | 403 E Us-90         |
| ##### | #####             | ALS | Emergency | 109 Tracie Dr       |



| PU City | LDMC | Baytown | HCA KW | Flts | Other | DO Locatio | StartRespo | IsLate   | OnTi |
|---------|------|---------|--------|------|-------|------------|------------|----------|------|
| Dayton  | 1    |         |        |      |       | LIBERTY DA | Dayton     | 1 Late   |      |
| Dayton  |      |         |        |      |       |            | Dayton     | 0 OnTime |      |
| Dayton  |      | 1       |        |      |       | HOUSTON    | Dayton     | 1 Late   |      |
| Dayton  | 1    |         |        |      |       | LIBERTY DA | Dayton     | 1 Late   |      |
| Dayton  |      |         |        |      |       |            | Dayton     | 0 OnTime |      |
| Dayton  |      | 1       |        |      |       | HOUSTON    | Dayton     | 0 OnTime |      |
| Dayton  |      | 1       |        |      |       | HOUSTON    | Dayton     | 0 OnTime |      |
| Dayton  |      |         |        |      |       |            | Dayton     | 0 OnTime |      |
| Dayton  | 1    |         |        |      |       | LIBERTY DA | Dayton     | 0 OnTime |      |
| Dayton  |      |         |        |      |       |            | Dayton     | 1 Late   |      |
| Dayton  |      | 1       |        |      |       | HOUSTON    | Dayton     | 0 OnTime |      |
| Dayton  |      |         |        |      |       |            | Dayton     | 0 OnTime |      |
| Dayton  |      | 1       |        |      |       | HOUSTON    | Dayton     | 0 OnTime |      |
| Dayton  | 1    |         |        |      |       | LIBERTY DA | Dayton     | 1 Late   |      |
| Dayton  | 1    |         |        |      |       | LIBERTY DA | Dayton     | 1 Late   |      |
| Dayton  |      |         |        |      |       |            | Dayton     | 0 OnTime |      |
| Dayton  |      | 1       |        |      |       | HOUSTON    | Dayton     | 1 Late   |      |
| Dayton  |      | 1       |        |      |       | HOUSTON    | Dayton     | 1 Late   |      |
| Dayton  | 1    |         |        |      |       | LIBERTY DA | Dayton     | 0 OnTime |      |
| Dayton  |      | 1       |        |      |       | HOUSTON    | Dayton     | 1 Late   |      |
| Dayton  |      |         |        |      |       |            | Dayton     | 0 OnTime |      |
| Dayton  | 1    |         |        |      |       | LIBERTY DA | Dayton     | 1 Late   |      |
| Dayton  | 1    |         |        |      |       | LIBERTY DA | Dayton     | 0 OnTime |      |
| Dayton  | 1    |         |        |      |       | LIBERTY DA | Dayton     | 1 Late   |      |
| Dayton  |      | 1       |        |      |       | HOUSTON    | Dayton     | 1 Late   |      |
| Dayton  |      |         |        |      |       |            | Dayton     | 1 Late   |      |
| Dayton  |      | 1       |        |      |       | HOUSTON    | Dayton     | 1 Late   |      |
| Dayton  | 1    |         |        |      |       | LIBERTY DA | Dayton     | 1 Late   |      |
| Dayton  |      | 1       |        |      |       | HOUSTON    | Dayton     | 0 OnTime |      |
| Dayton  |      | 1       |        |      |       | HOUSTON    | Dayton     | 0 OnTime |      |
| Dayton  |      | 1       |        |      |       | HOUSTON    | Dayton     | 1 Late   |      |
| Dayton  |      | 1       |        |      |       | HOUSTON    | Dayton     | 0 OnTime |      |
| Dayton  |      |         |        |      |       |            | Dayton     | 0 OnTime |      |
| Dayton  |      |         | 1      |      |       | HCA HOUS   | Dayton     | 0 OnTime |      |
| Dayton  |      |         |        |      |       |            | Dayton     | 0 OnTime |      |
| Dayton  |      | 1       |        |      |       | HOUSTON    | Dayton     | 0 OnTime |      |
| Dayton  | 1    |         |        |      |       | LIBERTY DA | Dayton     | 1 Late   |      |
| Dayton  |      | 1       |        |      |       | HOUSTON    | Dayton     | 0 OnTime |      |
| Dayton  |      | 1       |        |      |       | HOUSTON    | Dayton     | 0 OnTime |      |
| Dayton  | 1    |         |        |      |       | LIBERTY DA | Dayton     | 1 Late   |      |
| Dayton  | 1    |         |        |      |       | LIBERTY DA | Dayton     | 1 Late   |      |
| Dayton  |      |         |        |      |       |            | Dayton     | 0 OnTime |      |
| Dayton  |      |         |        |      |       |            | Dayton     | 0 OnTime |      |
| Dayton  |      |         |        |      |       |            | Dayton     | 1 Late   |      |
| Dayton  |      |         |        |      |       |            | Dayton     | 1 Late   |      |
| Dayton  |      | 1       |        |      |       | HOUSTON    | Dayton     | 0 OnTime |      |

|        |   |   |   |                   |          |
|--------|---|---|---|-------------------|----------|
| Dayton |   | 1 |   | HOUSTON Dayton    | 0 OnTime |
| Dayton |   |   |   | Dayton            | 0 OnTime |
| Dayton | 1 |   |   | LIBERTY DA Dayton | 0 OnTime |
| Dayton |   | 1 |   | HOUSTON Dayton    | 0 OnTime |
| Dayton |   | 1 |   | HOUSTON Dayton    | 0 OnTime |
| Dayton |   | 1 |   | HOUSTON Dayton    | 1 Late   |
| Dayton |   | 1 |   | HOUSTON Dayton    | 0 OnTime |
| Dayton |   |   | 1 | HCA HOUS Dayton   | 1 Late   |
| Dayton |   |   |   | Dayton            | 0 OnTime |
| Dayton |   |   |   | Dayton            | 0 OnTime |
| Dayton | 1 |   |   | LIBERTY DA Dayton | 0 OnTime |
| Dayton | 1 |   |   | LIBERTY DA Dayton | 1 Late   |
| Dayton |   |   | 1 | HCA HOUS Dayton   | 0 OnTime |
| Dayton |   |   |   | Dayton            | 1 Late   |
| Dayton |   | 1 |   | HOUSTON Dayton    | 0 OnTime |
| Dayton |   |   |   | Dayton            | 0 OnTime |
| Dayton |   |   |   | Dayton            | 1 Late   |
| Dayton |   |   |   | Dayton            | 1 Late   |
| Dayton |   |   |   | Dayton            | 0 OnTime |
| Dayton |   |   |   | Dayton            | 0 OnTime |
| Dayton | 1 |   |   | LIBERTY DA Dayton | 1 Late   |
| Dayton |   |   |   | Dayton            | 1 Late   |
| Dayton | 1 |   |   | LIBERTY DA Dayton | 1 Late   |
| Dayton |   | 1 |   | HOUSTON Dayton    | 1 Late   |
| Dayton |   |   |   | Dayton            | 1 Late   |
| Dayton | 1 |   |   | LIBERTY DA Dayton | 0 OnTime |
| Dayton |   |   | 1 | LIBERTY HE Dayton | 1 Late   |
| Dayton |   |   |   | Dayton            | 0 OnTime |
| Dayton |   |   |   | Dayton            | 0 OnTime |
| Dayton |   | 1 |   | HOUSTON Dayton    | 0 OnTime |
| Dayton |   | 1 |   | HOUSTON Dayton    | 0 OnTime |
| Dayton |   | 1 |   | HOUSTON Dayton    | 0 OnTime |
| Dayton |   | 1 |   | HOUSTON Dayton    | 0 OnTime |
| Dayton |   |   |   | Dayton            | 1 Late   |
| Dayton |   | 1 |   | HOUSTON Dayton    | 1 Late   |
| Dayton |   |   |   | Dayton            | 0 OnTime |
| Dayton |   |   | 1 | HCA HOUS Dayton   | 0 OnTime |
| Dayton |   | 1 |   | HOUSTON Dayton    | 0 OnTime |
| Dayton |   |   |   | Dayton            | 0 OnTime |
| Dayton |   |   | 1 | HCA HOUS Dayton   | 0 OnTime |
| Dayton |   |   |   | Dayton            | 0 OnTime |
| Dayton | 1 |   |   | LIBERTY DA Dayton | 1 Late   |
| Dayton |   |   |   | Dayton            | 0 OnTime |
| Dayton |   |   |   | Dayton            | 0 OnTime |
| Dayton |   |   |   | Dayton            | 0 OnTime |
| Dayton | 1 |   |   | LIBERTY DA Dayton | 1 Late   |
| Dayton |   |   |   | Dayton            | 0 OnTime |

|        |    |    |   |   |   |                   |          |
|--------|----|----|---|---|---|-------------------|----------|
| Dayton |    |    | 1 |   |   | HCA HOUS` Dayton  | 0 OnTime |
| Dayton |    | 1  |   |   |   | HOUSTON Dayton    | 0 OnTime |
| Dayton |    |    |   |   |   | Dayton            | 0 OnTime |
| Dayton | 1  |    |   |   |   | LIBERTY DA Dayton | 1 Late   |
| Dayton | 1  |    |   |   |   | LIBERTY DA Dayton | 1 Late   |
| Dayton | 1  |    |   |   |   | LIBERTY DA Dayton | 1 Late   |
| Dayton |    | 1  |   |   |   | HOUSTON Dayton    | 0 OnTime |
| Dayton | 1  |    |   |   |   | LIBERTY DA Dayton | 1 Late   |
| Dayton |    | 1  |   |   |   | HOUSTON Dayton    | 1 Late   |
| Dayton |    | 1  |   |   |   | HOUSTON Dayton    | 0 OnTime |
| Dayton |    | 1  |   |   |   | HOUSTON Dayton    | 1 Late   |
| Dayton |    |    |   | 1 |   | MEMORIAL Dayton   | 0 OnTime |
| Dayton |    | 1  |   |   |   | HOUSTON Dayton    | 1 Late   |
| Dayton |    | 1  |   |   |   | HOUSTON Dayton    | 0 OnTime |
| Dayton |    | 1  |   |   |   | HOUSTON Dayton    | 1 Late   |
| Dayton |    |    |   |   |   | Dayton            | 0 OnTime |
| Dayton |    |    |   |   |   | Dayton            | 1 Late   |
| Dayton |    | 1  |   |   |   | HOUSTON Dayton    | 0 OnTime |
| Dayton | 1  |    |   |   |   | LIBERTY DA Dayton | 0 OnTime |
| Dayton | 1  |    |   |   |   | LIBERTY DA Dayton | 0 OnTime |
| Dayton | 1  |    |   |   |   | LIBERTY DA Dayton | 1 Late   |
| Dayton | 1  |    |   |   |   | LIBERTY DA Dayton | 1 Late   |
| Dayton | 1  |    |   |   |   | LIBERTY DA Dayton | 1 Late   |
| Dayton |    | 1  |   |   |   | HOUSTON Dayton    | 0 OnTime |
| Dayton | 1  |    |   |   |   | LIBERTY DA Dayton | 1 Late   |
| Dayton |    |    |   |   |   | Dayton            | 0 OnTime |
| Dayton | 1  |    |   |   |   | LIBERTY DA Dayton | 0 OnTime |
| Dayton |    | 1  |   |   |   | HOUSTON Dayton    | 1 Late   |
| Dayton |    |    |   |   |   | Dayton            | 1 Late   |
| Dayton | 1  |    |   |   |   | LIBERTY DA Dayton | 0 OnTime |
| Dayton |    |    | 1 |   |   | HCA HOUS` Dayton  | 0 OnTime |
| Dayton | 1  |    |   |   |   | LIBERTY DA Dayton | 0 OnTime |
| Dayton |    |    |   |   |   | Dayton            | 1 Late   |
| Dayton | 1  |    |   |   |   | LIBERTY DA Dayton | 0 OnTime |
| Dayton |    | 1  |   |   |   | HOUSTON Dayton    | 0 OnTime |
|        | 35 | 43 | 7 | 0 | 2 |                   |          |

| IsFinished | IsCancelled | Cause         | Comment                    | ClockStop | L Criteria | Coc Criteria | Coc Criteria | Coc Criteria | Tex | Requesting |
|------------|-------------|---------------|----------------------------|-----------|------------|--------------|--------------|--------------|-----|------------|
| 1          | 0           |               | 56 yo fema                 | 1166      |            |              |              |              |     | DAYTON PS  |
| 0          | 1           |               | mva                        |           |            |              |              |              |     | DAYTON PS  |
| 1          | 0           | Sick Person   | 68 Yf In Pai               | 3195      |            | 26           |              |              |     | DAYTON PS  |
| 1          | 0           |               | CIRRHOSIS                  | 1166      |            |              |              |              |     | DAYTON PS  |
| 0          | 1           | Chest Pain    | DAUGHTER                   |           |            | 10           |              |              |     | DAYTON PS  |
| 1          | 0           |               | 83 YOM DII                 | 3195      |            |              |              |              |     | DAYTON PS  |
| 1          | 0           |               |                            | 3195      |            |              |              |              |     | DAYTON PS  |
| 0          | 1           |               | DIABETIC IS                | 3195      |            |              |              |              |     | DAYTON PS  |
| 1          | 0           |               | hurting                    | 3195      |            |              |              |              |     | DAYTON PS  |
| 0          | 1           | Falls         | fall                       | 3195      |            | 17           |              |              |     | DAYTON PS  |
| 1          | 0           | Sick Person   | SICK                       | 3195      |            | 26           |              |              |     | DAYTON PS  |
| 0          | 1           | Traffic Colli | MVA UNKNOWN                |           |            | 29           |              |              |     | DAYTON PS  |
| 1          | 0           |               | 77YOM, SH                  | 3195      |            |              |              |              |     | DAYTON PS  |
| 1          | 0           |               | LOW o2                     | 3713      |            |              |              |              |     | DAYTON PS  |
| 1          | 0           |               | sick call                  | 3195      |            |              |              |              |     | DAYTON PS  |
| 0          | 1           |               | POSS STRO                  | 3195      |            |              |              |              |     | DAYTON PS  |
| 1          | 0           | Sick Person   | Key                        | 3195      | 26A01      | 26           |              | 26A01 - Sic  |     | DAYTON PS  |
| 1          | 0           | Breathing F   | 80 Ym diffi                | 3195      |            | 6            |              |              |     | DAYTON PS  |
| 1          | 0           | Diabetic Pr   | 39 Ym Diab                 | 3195      |            | 13           |              |              |     | DAYTON PS  |
| 1          | 0           | Falls         | I called                   | 3195      |            | 17           |              |              |     | DAYTON PS  |
| 0          | 1           |               | 63 YOF DIF                 | 1166      |            |              |              |              |     | DAYTON PS  |
| 1          | 0           |               | 63 YOF DIF                 | 1166      |            |              |              |              |     | DAYTON PS  |
| 1          | 0           | Diabetic Pr   | LOW BS                     | 3195      |            | 13           |              |              |     | DAYTON PS  |
| 1          | 0           | Convulsion    | yo male aci                | 1166      |            | 12           |              |              |     | DAYTON PS  |
| 1          | 0           |               | fall bleedin               | 3195      |            |              |              |              |     | DAYTON PS  |
| 0          | 1           | SICK          | 2yom, SICK                 | 3195      |            |              |              |              |     | DAYTON PS  |
| 1          | 0           | chest pain    | has taken                  | 3195      | 10D02      |              |              | 10D02 - Ch   |     | DAYTON PS  |
| 1          | 0           | hypertensi    | PER                        | 1166      | 9E01       |              |              | 09E01 - Cal  |     | DAYTON PS  |
| 1          | 0           |               | CHEST                      | 3195      |            |              |              |              |     | DAYTON PS  |
| 1          | 0           |               | FEELS LIKE                 | 3195      |            |              |              |              |     | DAYTON PS  |
| 1          | 0           |               | bladdder p:                | 3195      |            |              |              |              |     | DAYTON PS  |
| 1          | 0           | SEIZURES      | HX OF                      | 3195      | 12D02E     |              |              | 12D02 - E -  |     | DAYTON PS  |
| 0          | 1           |               | HEADACHE                   | 3195      |            |              |              |              |     | DAYTON PS  |
| 1          | 0           |               |                            | 3195      |            |              |              |              |     | DAYTON PS  |
| 0          | 1           |               | SLURRED                    | 3195      |            |              |              |              |     | DAYTON PS  |
| 1          | 0           |               | 61 yom                     | 3195      |            |              |              |              |     | DAYTON PS  |
| 1          | 0           |               | calling lib                | 1166      |            |              |              |              |     | DAYTON PS  |
| 1          | 0           |               | 65 YOF SICI                | 3195      |            |              |              |              |     | DAYTON PS  |
| 1          | 0           |               | 44 YOF STL                 | 3195      |            |              |              |              |     | DAYTON PS  |
| 1          | 0           |               | Key                        | 3195      | 6D02O      |              |              | 06D02 - O -  |     | DAYTON PS  |
| 1          | 0           | STIFF NECK    | NO VEH IN                  | 3713      | 26A10      |              |              | 26A10 - Sic  |     | DAYTON PS  |
| 0          | 1           |               | 1 vehicle m                | 3195      |            |              |              |              |     | DAYTON PS  |
| 0          | 1           |               | 8 yo m, poss broken finger |           |            |              |              |              |     | DAYTON PS  |
| 0          | 1           |               | 24YOF, PO                  | 3195      |            |              |              |              |     | DAYTON PS  |
| 0          | 1           |               | LOW                        | 3195      |            |              |              |              |     | DAYTON PS  |
| 1          | 0           |               | UNIT ADV                   | 3195      |            |              |              |              |     | DAYTON PS  |

|   |   |               |                          |      |        |                       |
|---|---|---------------|--------------------------|------|--------|-----------------------|
| 1 | 0 | catheter      | 3195                     |      |        | DAYTON PS             |
| 0 | 1 | vital check   | 3195                     |      |        | DAYTON PS             |
| 1 | 0 | SICK CALL     | 3195                     |      |        | DAYTON PS             |
| 1 | 0 | 151 BLEED     | 3195                     |      |        | DAYTON PS             |
| 1 | 0 | SICK          | 3195                     |      |        | DAYTON PS             |
| 1 | 0 | CALLED IN     | 1166                     |      |        | DAYTON PS             |
| 1 | 0 | numbness      | 3195                     |      |        | DAYTON PS             |
| 1 | 0 | NUMBNES       | 3906                     |      |        | DAYTON PS             |
| 0 | 1 | mva           | 3195                     |      |        | DAYTON PS             |
| 0 | 1 | FALL          | FALL                     | 3195 |        | DAYTON PS             |
| 1 | 0 | 10 MONTH      | 3195                     |      |        | DAYTON PS             |
| 1 | 0 | seizure       | enter at                 | 3713 |        | DAYTON PS             |
| 1 | 0 | 15YOF         | PO                       | 3195 |        | DAYTON PS             |
| 0 | 1 | lift assist   | 3195                     |      |        | DAYTON PS             |
| 1 | 0 | 86 yo f       | 3195                     |      |        | DAYTON PS             |
| 0 | 1 | 67 yo m       | 3195                     |      |        | DAYTON PS             |
| 0 | 1 | Traffic Colli | 2 VEH MVA                | 3195 | 29     | DAYTON PS             |
| 0 | 1 | FEMALE, EI    | 3195                     |      |        | DAYTON PS             |
| 0 | 1 | 3 yo needir   | 3195                     |      |        | DAYTON PS             |
| 0 | 1 | LIFT ASSIST   | 3195                     |      |        | DAYTON PS             |
| 1 | 0 | 41YOM, FA     | 3195                     |      |        | DAYTON PS             |
| 0 | 1 | BLOOD PRE     | TAKES                    | 3195 | 26A02  | 26A02 - Sic DAYTON PS |
| 1 | 0 | ASSAULT       | 1166                     |      |        | DAYTON PS             |
| 1 | 0 | ms flare      | 3713                     |      |        | DAYTON PS             |
| 0 | 1 | UNATTEND      | 3195                     |      |        | DAYTON PS             |
| 1 | 0 |               | 3195                     |      |        | DAYTON PS             |
| 1 | 0 | THROWING      | 3195                     |      |        | DAYTON PS             |
| 0 | 1 | MED ALARM     |                          |      |        | DAYTON PS             |
| 0 | 1 | crew          | 3195                     |      |        | DAYTON PS             |
| 1 | 0 | crew          | 3195                     |      |        | DAYTON PS             |
| 1 | 0 | female, nat   | 3713                     |      |        | DAYTON PS             |
| 1 | 0 | 30 YOM CA     | 3195                     |      |        | DAYTON PS             |
| 1 | 0 | FEMALE PA     | 3195                     |      |        | DAYTON PS             |
| 0 | 1 | 2 VEH MVA     | 3713                     |      |        | DAYTON PS             |
| 1 | 0 | sick call     | 3195                     |      |        | DAYTON PS             |
| 0 | 1 | pepper        | 1163                     |      |        | DAYTON PS             |
| 1 | 0 | DOG BITE      | 3195                     |      |        | DAYTON PS             |
| 1 | 0 | CONFUNS       | 3195                     |      |        | DAYTON PS             |
| 0 | 1 | is awake,     |                          |      |        | DAYTON PS             |
| 1 | 0 | PER           | 3713                     |      |        | DAYTON PS             |
| 0 | 1 | passed        |                          |      |        | DAYTON PS             |
| 1 | 0 | fall          | 400                      | 3195 | 37D02A | 37D02 - A - DAYTON PS |
| 0 | 1 | MVA           | 3195                     |      |        | DAYTON PS             |
| 0 | 1 | doa           | doa                      | 3195 |        | DAYTON PS             |
| 0 | 1 | Traffic Colli | mva poss unresponsive pt |      | 29     | DAYTON PS             |
| 1 | 0 | cramping n    | Key                      | 3195 | 26A06  | 26A06 - Sic DAYTON PS |
| 0 | 1 | sezuire       | 3195                     |      |        | DAYTON PS             |

|   |                 |              |          |        |    |                       |
|---|-----------------|--------------|----------|--------|----|-----------------------|
| 1 | 0 stroke        | Key          | 3195     | 28C04J |    | 28C04 - J - DAYTON PS |
| 1 | 0 Sick Person   | 86 YM ARM    | 3195     |        | 26 | DAYTON PS             |
| 0 | 1               | cx ems       |          |        |    | DAYTON PS             |
| 1 | 0               | DIFF BREAT   | 1166     |        |    | DAYTON PS             |
| 1 | 0 Psychiatric,  | PSYCH. PA    | 13195    |        | 25 | DAYTON PS             |
| 1 | 0               | SO made      | 1166     |        |    | DAYTON PS             |
| 1 | 0               | 36 weeks p   | 3195     |        |    | DAYTON PS             |
| 1 | 0 Overdose/IC   | CALLER       | 3713     |        | 23 | DAYTON PS             |
| 1 | 0 Headache, --  | Per          | 3195     | 10D05  | 18 | 10D05 - Ch DAYTON PS  |
| 1 | 0               | 46 yo male   | 3195     |        |    | DAYTON PS             |
| 1 | 0               | CHEST        | 3195     |        |    | DAYTON PS             |
| 1 | 0               | DIFF BREAT   | 3195     |        |    | DAYTON PS             |
| 1 | 0 CHEST PAIR    | RV ON        | 3713     | 10D02  |    | 10D02 - Ch DAYTON PS  |
| 1 | 0               | HIGH BP      | 3195     |        |    | DAYTON PS             |
| 1 | 0 HEART FLU     | BRICK        | 3713     | 19C04  |    | 19C04 - He DAYTON PS  |
| 0 | 1 Traffic Colli | AIRBAG       |          |        | 29 | DAYTON PS             |
| 0 | 1               | NO           | 3195     |        |    | DAYTON PS             |
| 1 | 0 Unconscious   | Unconscious  | 3195     |        | 31 | DAYTON PS             |
| 1 | 0 Breathing F   | Female Difi  | 3195     |        | 6  | DAYTON PS             |
| 1 | 0 Sick Person   | sick         | 3195     |        | 26 | DAYTON PS             |
| 1 | 0               | PD ENR       | 1166     |        |    | DAYTON PS             |
| 1 | 0 Sick Person   | Epistasis    | 3195     |        | 26 | DAYTON PS             |
| 1 | 0               | AT THE       | 3713     |        |    | DAYTON PS             |
| 1 | 0 heart pt lef  | Key          | 3195     | 19C03  |    | 19C03 - He DAYTON PS  |
| 1 | 0               | STRIPES      | 1166     |        |    | DAYTON PS             |
| 0 | 1               | mva unknown  | injuries |        |    | DAYTON PS             |
| 1 | 0 Convulsion    | Unknown /    | 3195     |        | 12 | DAYTON PS             |
| 1 | 0 Falls         | fall from la | 3195     |        | 17 | DAYTON PS             |
| 0 | 1 Falls         | UNK AGED     | 3195     |        | 17 | DAYTON PS             |
| 1 | 0               | 21YOF ABD    | 3195     |        |    | DAYTON PS             |
| 1 | 0               | 2 YO M       | 3195     |        |    | DAYTON PS             |
| 1 | 0               | DIFF         | 3195     |        |    | DAYTON PS             |
| 0 | 1               | LIFT ASSIST  | 3195     |        |    | DAYTON PS             |
| 1 | 0 POSS FAINT    | KIA 2006     | 3195     | 31A01  |    | 31A01 - Un DAYTON PS  |
| 1 | 0 Chest Pain/   | Chest Discc  | 3195     |        | 10 | DAYTON PS             |

**CreatedBy** ResponseAreaPolygons

[illegible]

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**City of Dayton Compliance Report  
January 01, 2026 to January 31, 2026**

**City of Dayton Calls**

**Total Calls: 116**

**Transported: 87**

**Transport Percentage: 75%**

**COD 151 Average Responses Time: 5:54 min.**

**Mutual Aid Average Responses Time: 16:14 min.**

**Overall Average Response Time: 8:08**

**Response Percentages**

**Percentage of Calls Under 8 minutes: 93% (85)**

**Percentage of Calls between 8 and 19:59 min.: 7% (6)**

**Percentage of Calls Over 20 minutes: 0% (0)**

**LDMC: 35 Baytown: 44 HCA-KW: 6 Flts: 0 Other: 2**

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**January 2026 Call Vol. Report – Assigned Units**

**Dayton (8151)**

**Total Calls: 91**

**Transported: 63**

**Transport Percentage: 69%**

**Average Responses Time: 5:54 min.**

**Flts: 0**

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**January 2026 Call Vol. Report – Mutual Aid**

**LibertyCo (8171)**

**Total Calls: 1**

**Transported: 1**

**Transport Percentage: 100%**

**Average Responses Time: 28:31 min.**

**LibertyCo (8174)**

**Total Calls: 12**

**Transported: 12**

**Transport Percentage: 100%**

**Average Responses Time: 14:04 min.**

**LibertyCo (8175)**

**Total Calls: 12**

**Transported: 11**

**Transport Percentage: 92%**

**Average Responses Time: 17:22 min**



## Breakdown

|                              |              |               |                |                |             |             |                |               |             |              |
|------------------------------|--------------|---------------|----------------|----------------|-------------|-------------|----------------|---------------|-------------|--------------|
| <b>Dayton Calls (Jan 26)</b> | <b>91</b>    | <b>63</b>     | <b>69%</b>     | <b>0:05:54</b> | <b>0</b>    | <b>19</b>   | <b>37</b>      | <b>5</b>      | <b>0</b>    | <b>2</b>     |
| <b>Unit</b>                  | <b>Calls</b> | <b>Xports</b> | <b>Xport %</b> | <b>RT Ave</b>  | <b>Flts</b> | <b>LDMC</b> | <b>Baytown</b> | <b>HCA KW</b> | <b>Flts</b> | <b>Other</b> |
| 8151                         | 91           | 63            | 69%            | 0:05:54        | 0           | 19          | 37             | 5             | 0           | 2            |
| <i>Mutual Aid</i>            |              |               |                |                |             |             |                |               |             |              |
| <i>Mutual Aid</i>            | <b>25</b>    | <b>24</b>     | <b>96%</b>     | <b>0:16:14</b> | <b>0</b>    | <b>16</b>   | <b>7</b>       | <b>1</b>      | <b>0</b>    | <b>0</b>     |
| 8171                         | 1            | 1             | 100%           | 0:28:31        | 0           | 0           | 1              | 0             | 0           | 0            |
| 8174                         | 12           | 12            | 100%           | 0:14:04        | 0           | 11          | 1              | 0             | 0           | 0            |
| 8175                         | 12           | 11            | 92%            | 0:17:22        | 0           | 5           | 5              | 1             | 0           | 0            |
| <b>Overall Total</b>         | <b>116</b>   | <b>87</b>     | <b>75%</b>     | <b>0:08:08</b> | <b>0</b>    | <b>35</b>   | <b>44</b>      | <b>6</b>      | <b>0</b>    | <b>2</b>     |



TO: Derek Woods

FROM: Shane Burleigh

RE: Animal Control Monthly Report January 2026

DATE: February 9, 2026

COMMENTS:

Animal Control Monthly Report January 2026

AVAILABLE FUNDING:

N/A

ACTION REQUESTED:

N/A

ATTACHMENTS:

[ACO Monthly Report-2026 - Google Sheets.pdf](#)

## January 2026

| <b>DOGS</b>                                           | 2026 This Month | Prior Month | Month to Month +/- Change | 2026 Total YTD |
|-------------------------------------------------------|-----------------|-------------|---------------------------|----------------|
| Remaining from Previous Month                         | 6               |             |                           | -              |
| Dogs Impounded                                        | 15              |             |                           | 15             |
| Reclaimed By Owner                                    | 4               |             |                           | 4              |
| Adopted To New Owner                                  | 2               |             |                           | 2              |
| Fostered To Temporary Home                            | 1               |             |                           | 1              |
| Sent to Rescue                                        | 1               |             |                           | 1              |
| Quarantined (Rabies Check)                            | 1               |             |                           | 1              |
| Euthanized                                            | 9               |             |                           | 9              |
| Deceased In Shelter                                   | 2               |             |                           | 2              |
| Currently in Shelter                                  | 2               |             |                           | -              |
| <b>CATS</b>                                           | 2026 This Month | Prior Month | Month to Month +/- Change | 2026 Total YTD |
| Remaining from Previous Month                         | 3               |             |                           | -              |
| Cats Impounded                                        | 1               |             |                           | 1              |
| Reclaimed By Owner                                    | 0               |             |                           | 0              |
| Adopted To New Owner                                  | 0               |             |                           | 0              |
| Fostered To Temporary Home                            | 0               |             |                           | 0              |
| Sent to Rescue                                        | 3               |             |                           | 3              |
| Quarantined (Rabies Check)                            | 0               |             |                           | 0              |
| Euthanized                                            | 0               |             |                           | 0              |
| Deceased In Shelter                                   | 0               |             |                           | 0              |
| Currently in Shelter                                  | 0               |             |                           | -              |
| <b>OTHER ACO CALLS</b>                                | 2026 This Month | Prior Month | Month to Month +/- Change | 2026 Total YTD |
| Animals Euthanized (Prior To Required Waiting Period) | 0               |             |                           | 0              |
| Deceased Animal Pickup                                | 0               |             |                           | 0              |
| Wild Animal Handled (raccoon, skunk, etc.)            | 3               |             |                           | 3              |
| Livestock Calls                                       | 9               |             |                           | 9              |
| Total Animals Handled                                 | 39              |             |                           | 39             |
| Calls For Service                                     | 57              |             |                           | 57             |



TO: Derek Woods

FROM: James Perkins

RE: Information Technology and DayNet Fiber Services Monthly Report January 2026

DATE: February 9, 2026

COMMENTS:

N/A

AVAILABLE FUNDING:

N/A

ACTION REQUESTED:

N/A

ATTACHMENTS:

[Council Report - 292026.pdf](#)

# Monthly Department Report

February 9, 2026

## DayNet Update:

- We are still providing support to the current subscribers for DayNet
- Met with Aspen and Hlgh line regarding their plans to come into Dayton.

## 811 Locate requests:

We are still performing utility locates until further notice:

| Timeframe                  | Number of 811 Utility Locates | Number closed 811 Utility Locate |
|----------------------------|-------------------------------|----------------------------------|
| Monthly totals (Jan 2026): | 147                           | 149                              |

## IT Update:

### ERP 10 (Incode) Updates:

We have run multiple tests against the server and database for Incode. We were successful in sending out W2s to all employees. This took some stress off the need to immediately update the SQL Server database and operating system.

We will schedule an update to our local SQL database so that we can update the current version of Incode. This will update the tax tables to ensure that we are using the correct tax for 2026.

### Audio Issue in the Council Chamber:

We had a meeting with a vendor (DataVox) to review the current AV system in the Council Chamber. We have a quote to completely replace all the equipment. We will request additional quotes to reduce the cost as requested. Our intention is to use the PEG fund to finance this project.



## Planned Initiatives

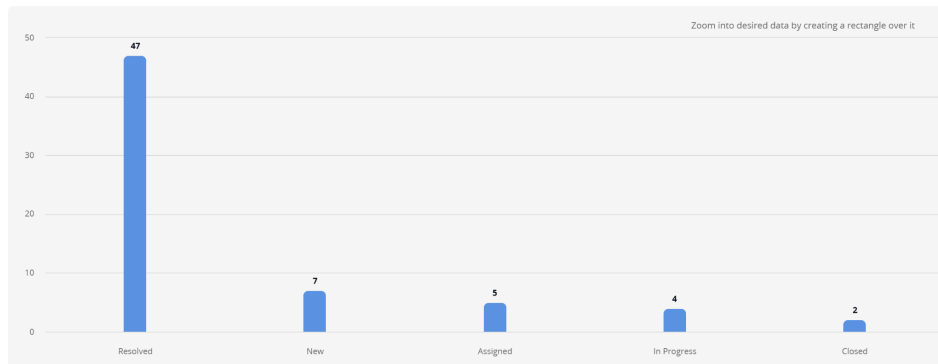
| Initiative                                   | Department | Expected Start Timeframe              | Status                |
|----------------------------------------------|------------|---------------------------------------|-----------------------|
| Incode and Municipal Court Software to Cloud | N/A        | Early 2026                            | Scheduling start date |
| Upgrade EnerGov to Cloud                     | N/A        | Mid 2026 (following Incode migration) | No Change             |
| Network Refresh                              | IT         | February 2026                         | Purchased equipment   |

## Monthly Support Requests

### Incidents Volume Breakdown [Show Description](#)

Time Frame: **Last 30 days** | Time Scope: **Created Time** | Group By: **State** | Stack By: **None** | Limit: **10**

[Add Filter](#)





TO: Derek Woods

FROM: Jennifer Perkins

RE: Municipal Court Monthly Report January 2026

DATE: February 9, 2026

COMMENTS:

N/A

AVAILABLE FUNDING:

N/A

ACTION REQUESTED:

N/A

ATTACHMENTS:

[Texas OCA Monthly Report - January 2026.pdf](#)

OFFICE OF COURT ADMINISTRATION  
TEXAS JUDICIAL COUNCIL



OFFICIAL MUNICIPAL COURT MONTHLY REPORT

Month January Year 2026

Municipal Court for the City of Dayton

Presiding Judge Alan D. Conner

If new, date assumed office \_\_\_\_\_

Court Mailing Address 2002 North Cleveland Street

City Dayton, Tx Zip 77535

Phone Number (936) 258-5312

Fax Number \_\_\_\_\_

Court's Public Email court@daytontx.org

Court's Website www.daytontx.org

THE ATTACHED IS A TRUE AND ACCURATE REFLECTION OF THE RECORDS OF THIS COURT.

Prepared by Kenna Noack

Date 2026-02-02 Phone Number \_\_\_\_\_

PLEASE RETURN THIS FORM NO LATER THAN 20 DAYS FOLLOWING THE END OF THE MONTH REPORTED TO:

OFFICE OF COURT ADMINISTRATION  
P O BOX 12066  
AUSTIN, TX  
78711-2066

PHONE: (737) 295-2330  
FAX: (512) 463-1648

# CRIMINAL SECTION

| Court                                                                                               |         |      |      | Traffic Misdemeanors |         |                | Non-Traffic Misdemeanors |                 |                |
|-----------------------------------------------------------------------------------------------------|---------|------|------|----------------------|---------|----------------|--------------------------|-----------------|----------------|
| Month                                                                                               | January | Year | 2026 | Non-Parking          | Parking | City Ordinance | Penal Code               | Other State Law | City Ordinance |
| 1. Total Cases Pending First of Month:                                                              |         |      |      | 15,746               | 13      | 0              | 240                      | 1,505           | 262            |
| a. Active Cases                                                                                     |         |      |      | 8,182                | 10      | 0              | 188                      | 1,243           | 246            |
| b. Inactive Cases                                                                                   |         |      |      | 7,564                | 3       | 0              | 52                       | 262             | 16             |
| 2. New Cases Filed During Month                                                                     |         |      |      | 90                   | 0       | 0              | 1                        | 120             | 2              |
| 3. Cases Reactivated                                                                                |         |      |      | 50                   | 0       | 0              | 0                        | 0               | 1              |
| 4. All Other Cases Added                                                                            |         |      |      | 0                    | 0       | 0              | 0                        | 0               | 0              |
| 5. Total Cases on Docket (Sum of Lines 1a,2,3&4)                                                    |         |      |      | 8,322                | 10      | 0              | 189                      | 1,363           | 249            |
| 6. Dispositions Prior to Court Appearance of Trial:                                                 |         |      |      |                      |         |                |                          |                 |                |
| a. Uncontested Dispositions<br><i>(Disposed without appearance before a judge (CCP Art. 27.14))</i> |         |      |      | 93                   | 0       | 0              | 0                        | 51              | 3              |
| b. Dismissed by Prosecution                                                                         |         |      |      | 2                    | 0       | 0              | 0                        | 0               | 0              |
| 7. Final Disposition in Open Court or at Trial:                                                     |         |      |      |                      |         |                |                          |                 |                |
| a. Convictions<br><i>1) Guilty Plea or Nolo Contendere</i>                                          |         |      |      | 5                    | 0       | 0              | 0                        | 1               | 0              |
| <i>2) By the Court</i>                                                                              |         |      |      | 0                    | 0       | 0              | 0                        | 0               | 0              |
| <i>3) By the Jury</i>                                                                               |         |      |      | 0                    | 0       | 0              | 0                        | 0               | 0              |
| b. Acquittals:                                                                                      |         |      |      |                      |         |                |                          |                 |                |
| <i>1) By the Court</i>                                                                              |         |      |      | 0                    | 0       | 0              | 0                        | 0               | 0              |
| <i>2) By the Jury</i>                                                                               |         |      |      | 0                    | 0       | 0              | 0                        | 0               | 0              |
| c. Dismissed by Prosecution                                                                         |         |      |      | 0                    | 0       | 0              | 0                        | 0               | 0              |
| 8. Compliance Dismissals:                                                                           |         |      |      |                      |         |                |                          |                 |                |
| a. After Driver Safety Course (CCP, Art. 45.0511)                                                   |         |      |      | 9                    |         |                |                          |                 |                |
| b. After Deferred Disposition (CCP, Art. 45.051)                                                    |         |      |      | 14                   | 0       | 0              | 1                        | 3               | 1              |
| c.City After Teen Court (CCP, Art. 45.052)                                                          |         |      |      | 0                    | 0       | 0              | 0                        | 0               | 0              |
| d. After Tobacco Awareness Course<br>(HSC, Sec. 161.253)                                            |         |      |      |                      |         |                | 0                        |                 |                |
| e. After Treatment for Chemical Dependency<br>(CCP, Art. 45.053)                                    |         |      |      |                      |         |                | 0                        | 0               |                |
| f. After Proof of Financial Responsibility<br>(TC, Sec. 601.193)                                    |         |      |      | 3                    |         |                |                          |                 |                |
| g. All Other Transportation Code Dismissals                                                         |         |      |      | 1                    | 0       | 0              | 0                        | 0               | 2              |
| 9. All Other Dispositions                                                                           |         |      |      | 0                    | 0       | 0              | 0                        | 0               | 0              |
| 10. Total cases Disposed (Sum of lines 6,7,8&9)                                                     |         |      |      | 127                  | 0       | 0              | 1                        | 55              | 6              |
| 11. Cases Placed on Inactive Status                                                                 |         |      |      | 56                   | 0       | 0              | 0                        | 0               | 3              |
| 12. Total Cases Pending End of Month:                                                               |         |      |      | 15,709               | 13      | 0              | 240                      | 1,570           | 258            |
| a. Active Cases (Equals Lines 5 minus the sum of Lines 10&11)                                       |         |      |      | 8,139                | 10      | 0              | 188                      | 1,308           | 240            |
| b. Inactive Cases (Equals Line 1b minus Lines 3 plus Line 11)                                       |         |      |      | 7,570                | 3       | 0              | 52                       | 262             | 18             |
|                                                                                                     |         |      |      |                      |         |                |                          |                 |                |
| 13. Show Cause and Other Required Hearings Held                                                     |         |      |      | 0                    | 0       | 0              | 0                        | 0               | 0              |
| 14. Cases Appealed:                                                                                 |         |      |      |                      |         |                |                          |                 |                |
| a. After Trial                                                                                      |         |      |      | 0                    | 0       | 0              | 0                        | 0               | 0              |
| b. Without Trial                                                                                    |         |      |      | 0                    | 0       | 0              | 0                        | 0               | 0              |

# CIVIL / ADMINISTRATIVE SECTION

|                                                              |   |
|--------------------------------------------------------------|---|
| Court                                                        |   |
| Month January Year 2026                                      |   |
| 1. Total Cases pending First of Month:                       | 3 |
| a. Active Cases                                              | 3 |
| b. Inactive Cases                                            | 0 |
| 2. New Cases Filed                                           | 0 |
| 3. Cases Reactivated                                         | 0 |
| 4. All Other Cases Added                                     | 0 |
| 5. Total Cases on Docket (Sum of Lines 1a,2,3,&4)            | 3 |
| DISPOSITIONS                                                 |   |
| 6. Uncontested Civil Fines or Penalties                      | 0 |
| 7. Default Judgments                                         | 0 |
| 8. Agreed Judgments                                          | 0 |
| 9. Trial Hearing by Judge/Hearing Officer                    | 0 |
| 10. Trial by Jury                                            | 0 |
| 11. Dismissed for Want of Prosecution                        | 0 |
| 12. All Other Dispositions                                   | 0 |
| 13. Total Cases Disposed (Sum of Lines 6 thru 12)            | 0 |
| 14. Cases Placed on Inactive Status                          | 0 |
| 15. Total Cases Pending End of Month:                        | 3 |
| a. Active Cases (Equals Line 5 minus the sum of Lines 13&14) | 3 |
| b. Inactive Cases (Equals Line 1b minus Line 3 plus Line 14) | 0 |
| 16. Cases Appealed:                                          |   |
| a. After Trial                                               | 0 |
| b. Without Trial                                             | 0 |

**JUVENILE / MINOR ACTIVITY**

|                                                                                                                |           |
|----------------------------------------------------------------------------------------------------------------|-----------|
| <b>Court</b>                                                                                                   |           |
| <b>Month January Year 2026</b>                                                                                 |           |
| <b>1. Transportation Code Cases Filed</b>                                                                      | <b>2</b>  |
| <b>2. Non-Driving Alcoholic Beverage Code Cases Filed</b>                                                      | <b>0</b>  |
| <b>3. Driving Under the Influence of Alcohol Cases Filed</b>                                                   | <b>0</b>  |
| <b>4. Drug Paraphernalia Cases Filed (HSC, Ch. 481)</b>                                                        | <b>0</b>  |
| <b>5. Tobacco and E-Cigarettes Cases Filed (HSC, Sec. 161.252)</b>                                             | <b>0</b>  |
| <b>6. Truancy Cases Filed (Fam. Code, Sec. 65.003(a))</b>                                                      | <b>0</b>  |
| <b>7. Education Code Cases Filed</b>                                                                           | <b>0</b>  |
| <b>8. Violation of Local Daytime Curfew Ordinance Cases Filed (Local Govt. Code, Sec. 341.905)</b>             | <b>0</b>  |
| <b>9. All Other Non-Traffic Fine-Only Cases Filed</b>                                                          | <b>0</b>  |
| <b>10. Transfer to Juvenile Court:</b>                                                                         |           |
| <b>a. Mandatory Transfer (Fam.Code, Sec. 51.08(b)(1))</b>                                                      | <b>0</b>  |
| <b>b. Discretionary Transfer (Fam.Code, Sec. 51.08(b)(1))</b>                                                  | <b>0</b>  |
| <b>11. Accused of Contempt and Referred to Juvenile Court (Delinquent Conduct) (CCP, Art. 45.05(c)(l))</b>     | <b>0</b>  |
| <b>12. Held in Contempt by Criminal Court(Fined and/or Denied Driving Privileges) (CCP, Art. 45.050(c)(2))</b> | <b>0</b>  |
| <b>13. Juvenile Statement Magistrate Warning:</b>                                                              |           |
| <b>a. Warnings Administered</b>                                                                                | <b>0</b>  |
| <b>b. Statements Certified (Fam.Code, Sec. 51.095)</b>                                                         | <b>0</b>  |
| <b>14. Detention Hearings Held (Fam. Code, Sec. 54.01)</b>                                                     | <b>0</b>  |
| <b>15. Orders for Non-Secure Custody Issued</b>                                                                | <b>0</b>  |
| <b>16. Parent Contributing to Nonattendance Cases Filed (Ed. Code, Sec. 25.093)</b>                            | <b>88</b> |

**ADDITIONAL ACTIVITY**

| Court                                                                                        |      | NUMBER GIVEN | NUMBER REQUESTS<br>FOR COUNSEL |
|----------------------------------------------------------------------------------------------|------|--------------|--------------------------------|
| Month                                                                                        | Year |              |                                |
| January                                                                                      | 2026 |              |                                |
| <b>1. Magistrate Warnings:</b>                                                               |      |              |                                |
| a. Class C Misdemeanors                                                                      |      | 0            |                                |
| b. Class A and B Misdemeanors                                                                |      | 0            | 0                              |
| c. Felonies                                                                                  |      | 0            | 0                              |
|                                                                                              |      |              | <b>TOTAL</b>                   |
| <b>2. Arrest warrants Issued:</b>                                                            |      |              |                                |
| a. Class C Misdemeanors                                                                      |      |              | 57                             |
| b. Class A and B Misdemeanors                                                                |      |              | 0                              |
| c. Felonies                                                                                  |      |              | 0                              |
| <b>3. Capiases Pro Fine Issued</b>                                                           |      |              | 0                              |
| <b>4. Search Warrants Issued</b>                                                             |      |              | 0                              |
| <b>5. Warrants for Fire, Health and Code Inspections Filed (CCP, Art. 1805)</b>              |      |              | 0                              |
| <b>6. Examining Trials Conducted</b>                                                         |      |              | 0                              |
| <b>7. Emergency Mental Health Hearings Held</b>                                              |      |              | 0                              |
| <b>8. Magistrate's Orders for Emergency Protection Issued</b>                                |      |              | 0                              |
| <b>9. Magistrate's Orders for Ignition Interlock Device Issued (CCP.Art. 17.441)</b>         |      |              | 0                              |
| <b>10. All Other Magistrate's Orders Issued Requiring Conditions for release on Bond</b>     |      |              | 0                              |
| <b>11. Driver's License Denial, Revocation or Suspension Hearings Held (IC, Sec.521.300)</b> |      |              | 0                              |
| <b>12. Disposition of Stolen Property Hearings Held (CCP, Ch. 47)</b>                        |      |              | 0                              |
| <b>13. Peace Bond Hearings Held</b>                                                          |      |              | 0                              |
| <b>14. Cases in which Fine and Court Costs Satisfied by Community Service:</b>               |      |              |                                |
| a. Partial Satisfaction                                                                      |      |              | 0                              |
| b. Full Satisfaction                                                                         |      |              | 0                              |
| <b>15. Cases in Which Fine and Court Costs Satisfied by Jail Credit</b>                      |      |              | 0                              |
| <b>16. Cases in Which Fine and Court Costs Waived for Indigency</b>                          |      |              | 0                              |
| <b>17. Amount of Fines and Court Costs Waived for Indigency</b>                              |      |              | \$0.00                         |
| <b>18. Total Fines, Court Costs and Other Amounts Collected:</b>                             |      |              |                                |
| a. Retained by City                                                                          |      |              | \$31,902.59                    |
| b. Remitted to State                                                                         |      |              | \$8,555.81                     |
| c. Total                                                                                     |      |              | \$40,458.40                    |



TO: Martin Mudd

FROM: Sherry Sikes

RE: Library Monthly Report, January 2026

DATE: February 9, 2026

COMMENTS:

N/A

AVAILABLE FUNDING:

N/A

ACTION REQUESTED:

N/A

ATTACHMENTS:

[Library Report 2026 - JAN26.pdf](#)

[Library Monthly Activity Report January 2026.pdf](#)



|                                        |                    |                     |                    |             |
|----------------------------------------|--------------------|---------------------|--------------------|-------------|
| <b>LIBRARY REPORT JANUARY 2026</b>     |                    |                     |                    |             |
| <b>CIRCULATION:</b>                    | <b>JANUARY '26</b> | <b>DECEMBER '25</b> | <b>JANUARY '25</b> | <b>YTD</b>  |
| REGULAR PRINT BOOKS                    | 369                | 412                 | 291                | 369         |
| CHILD, JUNIOR & TEEN BOOKS             | 711                | 829                 | 615                | 711         |
| LARGE PRINT BOOKS                      | 71                 | 69                  | 68                 | 71          |
| LEASED BOOKS                           | 43                 | 42                  | 51                 | 43          |
| PAPERBACK BOOKS                        | 77                 | 93                  | 54                 | 77          |
| CD AUDIOBOOKS                          | 15                 | 17                  | 30                 | 15          |
| DVDS                                   | 42                 | 77                  | 56                 | 42          |
| VIDEOS                                 | 0                  | 0                   | 0                  | 0           |
| SPANISH DVDS                           | 0                  | 0                   | 0                  | 0           |
| MAGAZINES                              | 1                  | 6                   | 3                  | 1           |
| EBOOKS                                 | 338                | 290                 | 381                | 338         |
| INTERLIBRARY LOANS SUPPLIED            | 10                 | 8                   | 6                  | 10          |
| INTERLIBRARY LOANS REQUESTED           | 0                  | 0                   | 0                  | 0           |
| INTERNET ACCESS STATISTICS:            |                    |                     |                    |             |
| LOGINS                                 | 178                | 159                 | 168                | 178         |
| HOURS                                  | 155                | 137                 | 145                | 155         |
| AWE-EARLY LITERACY STATION STATISTICS: |                    |                     |                    |             |
| LOGINS                                 | 0                  | 0                   | 8                  | 0           |
| HOURS                                  | 0                  | 0                   | 3                  | 0           |
| IN-HOUSE TABLETS                       | 0                  | 0                   | 0                  | 0           |
|                                        |                    |                     |                    |             |
| <b>TOTAL CIRCULATION</b>               | <b>1845</b>        | <b>1994</b>         | <b>1725</b>        | <b>1845</b> |
|                                        |                    |                     |                    |             |
| NEW PATRONS                            | 35                 | 27                  | 43                 | 35          |
| PROGRAMS (ADULT)                       | 1                  | 2                   | 1                  | 1           |
| PROGRAMS (TEEN)                        | 0                  | 1                   | 0                  | 0           |
| PROGRAMS (FAMILY)                      | 1                  | 0                   | 0                  | 1           |
| PROGRAMS (CHILD)                       | 0                  | 1                   | 1                  | 0           |
| PROGRAMS (E-CHILD)                     | 4                  | 4                   | 3                  | 4           |
| ATTENDANCE AT CHILD'S PRGM (ADULTS)    | 0                  | 1                   | 2                  | 0           |
| ATTENDANCE AT PROGRAMS (CHILDREN)      | 0                  | 2                   | 4                  | 0           |
| ATTENDANCE AT E-CHILD'S PRGM (ADULTS)  | 33                 | 44                  | 39                 | 33          |
| ATTENDANCE AT PROGRAMS (E-CHILD)       | 44                 | 60                  | 46                 | 44          |
| ATTENDANCE AT PROGRAMS (FAMILY)        | 3                  | 0                   | 0                  | 3           |
| ATTENDANCE AT PROGRAMS (TEEN)          | 0                  | 3                   | 0                  | 0           |
| ATTENDANCE AT PROGRAMS (ADULTS)        | 12                 | 15                  | 11                 | 12          |
| REFERENCE QUESTIONS                    | 52                 | 79                  | 55                 | 52          |
| <b>PATRON COUNT</b>                    | <b>1627</b>        | <b>2403</b>         | <b>2593</b>        | <b>1627</b> |

## **Library Monthly Activity Report January 2026**

The library is offering print and digital materials, along with computers with internet access to our community and individuals that are passing through. As new items arrive and/or are donated, they are processed in a timely manner.

**Wednesday, Jan. 7th** - Preschool Story Time was held with the reading of "This is not My Hat" by Jon Klassen. The children enjoyed interactive songs and a fish cutout craft. 9 children and 6 adults were in attendance.

**Tuesday, Jan. 13th** - Ladies Craft Night was held with a yarn painting. 12 ladies participated.

**Wednesday, Jan. 14th** - Preschool Story Time was held with the reading of "You are (not) Small" by Anna Kang. The children enjoyed interactive songs and had a measurement lesson. 14 children and 12 adults attended.

**Tuesday, Jan. 20th** - After School @ the Library was held with the making of Friendship Bracelets. 3 students were in attendance.

**Wednesday, Jan. 21st** - Preschool Story Time was held with the reading of "Hot Dog" by Doug Salati. The children enjoyed interactive songs and made Accordion Dog Puppets . 10 children and 9 adults attended.

**Wednesday, Jan. 28th** - Preschool Story Time was held with the reading of "Big" by Vashti Harrison. The children enjoyed interactive songs and made Popsicle Stick Ballerinas . 11 children and 6 adults attended.

The library's circulation count for the month of January was 1507 items and 338 digital for a total of 1845 items. The patron count for the month is 1627.



TO: Martin Mudd

FROM: Shane Burleigh

RE: Consider with possible action on Resolution R2026-12 authorizing submission for a Patrol Fleet Grant.

DATE: February 9, 2026

COMMENTS:

To review and approve Resolution R2026-12 for Patrol Fleet. Grant number 5749101.

AVAILABLE FUNDING:

N/A

ACTION REQUESTED:

Approve Resolution R2026-12 for Patrol Fleet Grant, as presented.

ATTACHMENTS:

[R2026-12 Patrol Fleet Grant.pdf](#)

[Criminal Justice Grant Program, FY2027 \\_ eGrants - Copy.pdf](#)

**RESOLUTION NO. R2026-12**

**City of Dayton**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DAYTON, TEXAS, AUTHORIZING THE SUBMISSION OF A GRANT APPLICATION TO THE OFFICE OF THE GOVERNOR FOR THE PATROL FLEET GRANT PROGRAM; DESIGNATING AUTHORIZED OFFICIALS; AND PROVIDING AN EFFECTIVE DATE.**

WHEREAS, the City Council of the City of Dayton finds that it is in the best interest of the citizens of Dayton, Texas, to apply for and participate in the Office of the Governor's Patrol Fleet Grant Program for Fiscal Year 2027; and

WHEREAS, the City Council desires to authorize the submission of a grant application in the amount of \$149,991.84 to support patrol fleet equipment and related public safety needs; and

WHEREAS, the City Council agrees that, in the event of loss, misuse, or non-compliance with the requirements of the Office of the Governor, the City of Dayton will return any such grant funds to the Office of the Governor in full; and

WHEREAS, the City Council designates Mayor Martin Mudd as the City's Authorized Official, with authority to apply for, accept, reject, alter, or terminate the grant on behalf of the City; and

WHEREAS, the City Council designates Finance Director Leslie Herrera as the City's Financial Officer, with authority to submit financial and programmatic reports and to request reimbursement or amendments on behalf of the City;

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DAYTON, TEXAS:**

1. That the City Council hereby approves the submission of a grant application to the Office of the Governor for the Patrol Fleet Grant Program in the amount of \$149,991.84.
2. That Mayor Martin Mudd is designated as the City's Authorized Official for all purposes related to this grant.
3. That Finance Director Leslie Herrera is designated as the City's Financial Officer for all financial and reporting matters related to this grant.
4. That the City of Dayton agrees to comply with all grant requirements and to return any funds determined to have been lost or misused in accordance with the grant terms.
5. This Resolution shall become effective immediately upon its adoption.

PASSED AND APPROVED this \_\_\_\_ day of \_\_\_\_\_, 2026.

CITY OF DAYTON, TEXAS

---

Martin Mudd, Mayor

ATTEST:

---

Jennifer Perkins, City Secretary

Name:

# Criminal Justice Grant Program, FY2027

Available

12/15/2025

Due Date

02/12/2026

## Purpose:

---

The purpose of this announcement is to solicit applications for projects that promote public safety, reduce crime, and improve the criminal justice system.

## Available Funding:

---

Federal Funds are authorized under 34 U.S.C. §10152 Edward Byrne Memorial Justice Assistance Grant Program (JAG). JAG funds are made available through a Congressional appropriation to the U.S. Department of Justice, Bureau of Justice Assistance. All awards are subject to the availability of appropriated federal funds and any modifications or additional requirements that may be imposed by law.

## Eligible Organizations:

---

Applications may be submitted by state agencies, public and private institutions of higher education, independent school districts, Native American tribes, councils of governments, non-profit corporations (including hospitals and faith-based organizations), and units of local government, which are defined as a non-statewide governmental body with the authority to establish a budget and impose taxes.

All applications submitted by local law enforcement agencies/offices must be submitted by a unit of government affiliated with the agency, including an authorizing resolution from that unit of government. For example, police departments must apply under their municipal government, and community supervision and corrections departments, district attorneys, and judicial districts must apply through their affiliated county government (or one of the counties, in the case of agencies that serve more than one county).

## Application Process:

---

Applicants must access the PSO's eGrants grant management website at <https://eGrants.gov.texas.gov> to register and apply for funding.

1. For eligible local and regional projects:

- Applicants must contact their applicable regional council of governments (COG) regarding their application.
- Each of Texas' 24 COGs holds its own application planning workshops, workgroups, and/or subcommittees and facilitates application prioritization for certain programs within its region. Failure to comply with regional requirements imposed by the COG may render an application ineligible.

2. State agencies, and other organizations proposing projects with a statewide impact, may submit applications directly to PSO.

Applicants are required to submit fully developed and detailed grant budgets at the time of application, PSO will not accept placeholder applications and/or budget line items in lieu of a well written and detailed grant application.

### \*\*\*NEW APPLICATION SUBMISSION REQUIREMENT\*\*\*

The following documents must be submitted with the application for the application to be considered complete and eligible for funding. See the Eligibility Requirements and/or Program-Specific Requirements Sections of this Funding Announcement for more details on the requirements for each attachment/certification:

- [Resolution from Governing Body](#) - Applications from nonprofit corporations, local units of governments, and other political subdivisions must submit a fully executed resolution.
- [CEO/Law Enforcement Certifications and Assurances Form](#) - Each local unit of government, and institution of higher education that operates a law enforcement agency, must certify compliance with federal and state immigration enforcement requirements.
- [CEO/NGO Certification and Assurances Form](#) - Each non-profit organization must certify compliance with federal and state immigration enforcement requirements.

Failure to submit the fully executed required attachment(s) by the application deadline may result in the application being deemed ineligible.

### Key Dates:

| Action                                          | Date                     |
|-------------------------------------------------|--------------------------|
| Funding Announcement Release                    | 12/15/2025               |
| Online System Opening Date                      | 12/15/2025               |
| Final Date to Submit and Certify an Application | 02/12/2026 at 5:00PM CST |
| Earliest Project Start Date                     | 10/01/2026               |

### Project Period:

Projects must begin on or after 10/01/2026 and may not exceed a 12-month project period.

## Funding Levels

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Minimum: \$10,000

Maximum: None

Match Requirement: None

## Standards

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Grantees must comply with standards applicable to this fund source cited in the Texas Grant Management Standards ([TxGMS](#)), [Federal Uniform Grant Guidance](#), and all statutes, requirements, and guidelines applicable to this funding.

## Eligible Activities and Costs

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Funding may be used to provide additional personnel, equipment, supplies, contractual support, training, technical assistance, and information systems for **criminal justice purposes**, including for any one or more of the following:

1. Law enforcement – Includes championing a supportive, professional, respected law enforcement system with specialized resources that are adaptive and flexible to ever-changing crimes and situations.

State Priority Areas include:

- a. Intelligence-based Investigations (Violent Crime, Border Crime, Gangs)
- b. Community Policing Programs
- c. Specialized Officer Training
- d. Officer Wellness Programs

2. Prosecution and Courts – Includes fostering an informed, collaborative, and multi-disciplinary system that ensures appropriate penalties offenders and services for the community and victims.

State Priority Areas include:

- a. Pre-trial Diversion Programs
- b. Reduce Evidence Testing Backlog
- c. Courtroom Personnel Training



3. Crime Prevention and Education – Includes cultivating an individualized, understanding-based system that takes a multi-pronged approach, infused with basic life skills and alternative tracks to crime prevention.

State Priority Areas include:

- a. Life-skills Training Programs
- b. Community-based Prevention Programs

4. Corrections and Community Corrections – Includes promoting an assessment-driven, treatment-focused system that targets an individual's risk and needs appropriately.

State Priority Areas Include:

- a. Probation/Parole Officer Training
- b. Risk/Needs Assessment for Diversion Programs
- c. Jail/Prison-based Co-occurring Treatment

5. Reentry Programs; and

6. Assessment and Evaluation Programs.

Note: "Criminal Justice Purposes" is defined as activities pertaining to crime prevention, control, or reduction, or the enforcement of the criminal law, including, but not limited to, police efforts to prevent, control, or reduce crime or to apprehend criminals (including juveniles), activities of courts having criminal jurisdiction, and related agencies (including but not limited to prosecutorial and defender services, juvenile delinquency agencies and pretrial service or release agencies), activities of corrections, probation, or parole authorities and related agencies assisting in the rehabilitation, supervision, and care of criminal offenders, and programs relating to the prevention, control, or reduction of narcotic addiction and juvenile delinquency.

## Eligibility Requirements

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1. Applications from nonprofit corporations, local units of governments, and other political subdivisions must submit a fully executed resolution with the application to be considered eligible for funding. The resolution must contain the following elements (see [Sample Resolution](#)):

- Authorization by your governing body for the submission of the application to the Public Safety Office (PSO) that clearly identifies the name of the project for which funding is requested;
- A commitment to provide all applicable matching funds;
- A designation of the name and/or title of an authorized official who is given the authority to apply for, accept, reject, alter, or terminate a grant;

- A designation of the name and/or title of a financial officer who is given the authority to submit financial and/or performance reports or alter a grant; and
- A written assurance that, in the event of loss or misuse of grant funds, the governing body will return all funds to PSO

2. Local units of governments must comply with the Cybersecurity Training requirements described in Section 772.012 and Section 2054.5191 of the Texas Government Code. Local governments determined to not be in compliance with the cybersecurity requirements required by Section 2054.5191 of the Texas Government Code are ineligible for OOG grant funds until the second anniversary of the date the local government is determined ineligible. Government entities must annually certify their compliance with the training requirements using the [Cybersecurity Training Certification for State and Local Governments](#). A copy of the Training Certification must be uploaded to your eGrants application. For more information or to access available training programs, visit the Texas Department of Information Resources [Statewide Cybersecurity Awareness Training](#) page.

3. Entities receiving funds from PSO must be located in a county that has an average of 90% or above on both adult and juvenile dispositions entered into the computerized criminal history database maintained by the Texas Department of Public Safety (DPS) as directed in the Texas Code of Criminal Procedure, Chapter 66. The disposition completeness percentage is defined as the percentage of arrest charges a county reports to DPS for which a disposition has been subsequently reported and entered into the computerized criminal history system.

Counties applying for grant awards from the Office of the Governor must commit that the county will report at least 90% of convictions within five business days to the Criminal Justice Information System at the Department of Public Safety.

4. Eligible applicants operating a law enforcement agency must be current on reporting complete UCR data and the Texas specific reporting mandated by 411.042 TGC, to the Texas Department of Public Safety (DPS) for inclusion in the annual Crime in Texas (CIT) publication. To be considered eligible for funding, applicants must have submitted a full twelve months of accurate data to DPS for the most recent calendar year by the deadline(s) established by DPS. Due to the importance of timely reporting, applicants are required to submit complete and accurate UCR data, as well as the Texas-mandated reporting, on a no less than monthly basis and respond promptly to requests from DPS related to the data submitted.

5. In accordance with Texas Government Code, Section 420.034, any facility or entity that collects evidence for sexual assault or other sex offenses or investigates or prosecutes a sexual assault or other sex offense for which evidence has been collected, must participate in the statewide electronic tracking system developed and implemented by the Texas Department of Public Safety. Visit [DPS's Sexual Assault Evidence Tracking Program](#) website for more information or to set up an account to begin participating. Additionally, per Section 420.042 "A law enforcement agency that

receives evidence of a sexual assault or other sex offense...shall submit that evidence to a public accredited crime laboratory for analysis no later than the 30th day after the date on which that evidence was received." A law enforcement agency in possession of a significant number of Sexual Assault Evidence Kits (SAEK) where the 30-day window has passed may be considered noncompliant.

6. Local units of government, including cities, counties and other general purpose political subdivisions, as appropriate, and institutions of higher education that operate a law enforcement agency, must comply with all aspects of the programs and procedures utilized by the U.S. Department of Homeland Security ("DHS") to: (1) notify DHS of all information requested by DHS related to illegal aliens in Agency's custody; and (2) detain such illegal aliens in accordance with requests by DHS. Additionally, counties and municipalities may NOT have in effect, purport to have in effect, or make themselves subject to or bound by, any law, rule, policy, or practice (written or unwritten) that would: (1) require or authorize the public disclosure of federal law enforcement information in order to conceal, harbor, or shield from detection fugitives from justice or aliens illegally in the United States, 8 U.S.C. § 1324(a)(1)(A)(iii); (2) impede federal officers from exercising authority under 8 U.S.C. § 1226(a), § 1226(c), § 1231(a), § 1357(a), § 1366(1), or § 1366(3); (3) encourage or induce an alien to come to, enter, or reside in the United States in violation of law, 8 U.S.C. § 1324(a)(1)(A)(iv); (4) result in the illegal transport or movement of aliens within the United States, 8 U.S.C. § 1324(a)(1)(A)(ii) . Lastly, eligible applicants must comply with all provisions, policies, and penalties found in Chapter 752, Subchapter C of the Texas Government Code.

Each local unit of government, and institution of higher education that operates a law enforcement agency, must download, complete and then upload into eGrants the [CEO/Law Enforcement Certifications and Assurances Form](#) certifying compliance with federal and state immigration enforcement requirements. This Form is required for each application submitted to OOG and is active until August 31, 2027 or the end of the grant period, whichever is later.

7. Each non-profit 501(c)(3) organization must certify that it does not have, and will continue not to have any policy, procedure, or agreement (written or unwritten) that in any way encourages, induces, entices, or aids any violations of immigration laws. Additionally, the organization certifies that it does not have in effect, purport to have in effect, and is not subject to or bound by any rule, policy, or practice (written or unwritten) that would: (1) encourage the concealment, harboring, or shielding from detection of fugitives from justice or aliens who illegally came to, entered, or remained in the United States, 8 U.S.C. § 1324(a)(1)(A)(iii), or (2) impede federal officers from exercising authority under 8 U.S.C. § 1226(a), § 1226(c), § 1231(a), § 1357(a), § 1366(1), or § 1366(3); (3) encourage or induce an alien to come to, enter, or reside in the United States in violation of law, 8 U.S.C. § 1324(a)(1)(A)(iv); (4) result in the illegal transport or movement of aliens within the United States, 8 U.S.C. § 1324(a)(1)(A)(ii). Lastly, the organization certifies that it will not adopt, enforce, or endorse a policy which prohibits or materially limits the enforcement of

immigration laws, and will not, as demonstrated by pattern or practice, prohibit or materially limit the enforcement of immigration laws.

Each non-profit organization must download, complete and then upload into eGrants the [CEO/NGO Certifications and Assurances Form](#) Certifying compliance with federal and state immigration enforcement requirements.

8. Eligible applicants must be registered in the federal System for Award Management (SAM) database and have an UEI (Unique Entity ID) number assigned to its agency (to get registered in the SAM database and request an UEI number, go to <https://sam.gov/>).

Failure to comply with program eligibility requirements may cause funds to be withheld and/or suspension or termination of grant funds.

## Prohibitions

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Grant funds may not be used to support the unallowable costs listed in the [Guide to Grants](#) or any of the following unallowable costs:

1. Construction, renovation, or remodeling;
2. Medical services;
3. Security enhancements or equipment for non-governmental entities not engaged in criminal justice or public safety;
4. Non-law enforcement vehicles or equipment for government agencies that are for general agency use;
5. Equipment, supplies, and other direct costs associated with processing DNA evidence;
6. Activities or costs in support of Operation Border Star (agencies seeking such funding should apply under the PSO Local Border Security funding announcement);
7. Law enforcement equipment that is standard department issue (including weapons, any weapon attachments and/or accessories and less lethal weapons such as tasers, non-lethal rounds, etc.; excluding equipment used exclusively for specialized training activities);
8. Transportation, lodging, per diem or any related costs for participants, when grant funds are used to develop and conduct training for outside participants;
9. Unmanned aircraft systems (UAS), including unmanned aircraft vehicles (UAV) and/or any accompanying accessories to support UAS or UAV devices/systems;
10. Items listed on the [Byrne JAG Prohibited Expenditure Category A and B List](#);
11. Rifle-resistant body armor (NIJ Compliant Type IIIA and below is eligible); and
12. Any other prohibition imposed by federal, state or local law or regulation.

## Selection Process

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PSO will screen all applications to ensure that they meet the requirements included in the funding announcement.

## 1. For eligible local and regional projects:

- Applications will be forwarded by PSO to the appropriate regional council of governments (COG).
- The COG's criminal justice advisory committee will prioritize all eligible applications based on State priorities, identified community priorities, cost and program effectiveness.
- PSO will accept priority listings that are approved by the COG's executive committee.
- PSO will make all final funding decisions based upon eligibility, approved COG priorities, reasonableness of the project, availability of funding, and cost-effectiveness.

2. For state discretionary projects, applications will be reviewed by PSO staff members or a review group selected by the executive director. PSO will make all final funding decisions based on eligibility, reasonableness, availability of funding, and cost-effectiveness.

PSO may not fund all applications or may only award part of the amount requested. In the event that funding requests exceed available funds, PSO may revise projects to address a more limited focus.

## Contact Information

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For more information, contact the eGrants help desk at [eGrants@gov.texas.gov](mailto:eGrants@gov.texas.gov) or (512) 463-1919.

Total Funds

**\$TBD**



TO: Jennifer Perkins

FROM: Shane Burleigh

RE: Consider with possible action on Resolution R2026-20 authorizing submission for a Body Worn Camera Grant.

DATE: February 9, 2026

COMMENTS:

To review and approve Resolution R2026-10 for Body Worn Camera. Grant number 5728701.

AVAILABLE FUNDING:

Matching 25% of \$

ACTION REQUESTED:

To review and approve Resolution R2026-10 for Body Worn Camera Grant.

ATTACHMENTS:

[R2026-20 Body Worn Camera Grant.pdf](#)

[Body-Worn Camera Grant Program, FY2027 \\_ eGrants.pdf](#)

## **RESOLUTION NO. R2026-20**

### **City of Dayton**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DAYTON, TEXAS, AUTHORIZING THE SUBMISSION OF A GRANT APPLICATION TO THE OFFICE OF THE GOVERNOR FOR THE BODY-WORN CAMERA GRANT PROGRAM; COMMITTING REQUIRED MATCHING FUNDS; DESIGNATING AUTHORIZED OFFICIALS; AND PROVIDING AN EFFECTIVE DATE.**

WHEREAS, the City Council of the City of Dayton finds that it is in the best interest of the citizens of Dayton, Texas, to apply for and participate in the Office of the Governor's Body-Worn Camera Grant Program for Fiscal Year 2027; and

WHEREAS, the total project amount is \$547,275.68, and the grant program requires a 25% local match in the amount of \$136,818.92; and

WHEREAS, the City Council agrees to provide the required matching funds from lawfully available City funds to support the project; and

WHEREAS, the City Council agrees that, in the event of loss, misuse, or non-compliance with the requirements of the Office of the Governor, the City of Dayton will return any such grant funds to the Office of the Governor in full; and

WHEREAS, the City Council designates Mayor Martin Mudd as the City's Authorized Official, with authority to apply for, accept, reject, alter, or terminate the grant on behalf of the City; and

WHEREAS, the City Council designates Finance Director Leslie Herrera as the City's Financial Officer, with authority to submit financial and programmatic reports and to request reimbursement or amendments on behalf of the City;

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DAYTON, TEXAS:**

1. That the City Council hereby approves the submission of a grant application to the Office of the Governor for the Body-Worn Camera Grant Program in the total amount of \$547,275.68.
2. That the City of Dayton commits to provide the required 25% local match in the amount of \$136,818.92 from available City funds.
3. That Mayor Martin Mudd is designated as the City's Authorized Official for all purposes related to this grant.
4. That Finance Director Leslie Herrera is designated as the City's Financial Officer for all financial and reporting matters related to this grant.
5. That the City of Dayton agrees to comply with all grant requirements and to return any funds determined to have been lost or misused in accordance with the grant terms.
6. This Resolution shall become effective immediately upon its adoption.

PASSED AND APPROVED this \_\_\_\_ day of \_\_\_\_\_, 2026.

CITY OF DAYTON, TEXAS

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Martin Mudd, Mayor

ATTEST:

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Jennifer Perkins, City Secretary



Name:

# Body-Worn Camera Grant Program, FY2027

Available

12/15/2025

Due Date

02/12/2026

## Purpose:

The purpose of this announcement is to solicit applications from law enforcement agencies to equip peace officers with body-worn cameras.

## Available Funding:

State funds for these projects are authorized under the Texas General Appropriations Act, Article I, Rider 32 for Trusteed Programs within the Office of the Governor. All awards are subject to the availability of appropriated funds and any modifications or additional requirements that may be imposed by law. The Public Safety Office (PSO) expects to make available \$10M for FY2027.

## Eligible Organizations:

Applications may be submitted by the Texas Department of Public Safety, municipalities, and counties that operate law enforcement agencies employing peace officers under Article 2.12, Texas Code of Criminal Procedure.

All applications submitted by local law enforcement agencies/offices must be submitted by a unit of government affiliated with the agency, including an authorizing resolution from that unit of government. For example, police departments must apply under their municipal government, and community supervision and corrections departments, district attorneys, and judicial districts must apply through their affiliated county government (or one of the counties, in the case of agencies that serve more than one county).

## Application Process:

Applicants must access the PSO's eGrants grant management website at <https://eGrants.gov.texas.gov> to register and apply for funding.

### \*\*\*NEW APPLICATION SUBMISSION REQUIREMENT\*\*\*

The following documents must be submitted with the application for the application to be considered complete and eligible for funding. See the Eligibility Requirements and/or Program-Specific Requirements Sections of this Funding Announcement for more details on the requirements for each attachment/certification:

- [Resolution from Governing Body](#) - Applications from nonprofit corporations, local units of governments, and other political subdivisions must submit a fully executed resolution.
- [CEO/Law Enforcement Certifications and Assurances Form](#) - Each local unit of government, and institution of higher education that operates a law enforcement agency, must certify compliance with federal and state immigration enforcement requirements.

Failure to submit the fully executed required attachment(s) by the application deadline may result in the application being deemed ineligible.

## Key Dates:

| Action                                          | Date                     |
|-------------------------------------------------|--------------------------|
| Funding Announcement Release                    | 12/15/2025               |
| Online System Opening Date                      | 12/15/2025               |
| Final Date to Submit and Certify an Application | 02/12/2026 at 5:00PM CST |
| Earliest Project Start Date                     | 09/01/2026               |

## Project Period:

Projects must begin on or after 09/01/2026 and may not exceed a 12 month project period.

## Funding Levels

Minimum: None

Maximum: None

Match Requirement: 25%

## Standards

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Grantees must comply with standards applicable to this fund source cited in the Texas Grant Management Standards ([TxGMS](#)), [Federal Uniform Grant Guidance](#), and all statutes, requirements, and guidelines applicable to this funding.

## Eligible Activities and Costs

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Funds may be used for obtaining body-worn cameras, digital video storage, and retrieval systems or cloud-based services. Subscriptions and/or leasing services that fall within the 12-month performance period are eligible.

## Program-Specific Requirements

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**Eligible officers.** Pursuant to Sec. 1701.652, Occupations Code, grant funds may only be used to equip peace officers (as defined by Article 2.12, Texas Code of Criminal Procedure) who:

1. Engage in traffic or highway patrol or otherwise regularly detain or stop motor vehicles; or
2. Primary responders who respond directly to calls for assistance from the public.

**Policy.** Pursuant to Sec. 1701.655, Occupations Code, a law enforcement agency that receives a grant to provide body worn cameras to its peace officers or that otherwise operates a body worn camera program shall adopt a policy for the use of body worn cameras. The policy must ensure that a body worn camera is activated only for a law enforcement purpose and must include:

1. Guidelines for when a peace officer should activate a camera or discontinue a recording currently in progress, considering the need for privacy in certain situations and at certain locations.
2. Provisions relating to data retention, including a provision requiring the retention of video for a minimum period of 90 days.
3. Provisions relating to storage of video and audio, creation of backup copies of the video and audio, maintenance of data security, and the collection of a body worn camera, including the application video and audio recorded by the camera, as evidence.
4. Guidelines for public access, through open records requests, to recordings that are public information.
5. Provisions entitling an officer to access any recording of an incident involving the officer before the officer is required to make a statement about the incident.
6. Procedures for supervisory or internal review.
7. The handling and documenting of equipment and malfunctions of equipment.
8. Consistent with the Federal Rules of Evidence and Texas Rules of Evidence.

The policy may not require a peace officer to keep a body worn camera activated for the entire period of the officer's shift.

**Training.** Pursuant to Sec. 1701.656, Occupations Code, a law enforcement agency must provide training to:

1. Peace officers who will wear the body worn cameras.
2. Any other personnel who will come into contact with video and audio data obtained from the use of body worn cameras.

**Reporting.** Pursuant to Sec. 1701.653, Occupations Code, a law enforcement agency shall annually report to the Texas Commission on Law Enforcement (TCOLE) regarding the costs of implementing a body worn camera program, including all known equipment costs and costs for data storage.

## Eligibility Requirements

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1. Applications from nonprofit corporations, local units of governments, and other political subdivisions must submit a fully executed resolution with the application to be considered eligible for funding. The resolution must contain the following elements (see [Sample Resolution](#)):

- Authorization by your governing body for the submission of the application to the Public Safety Office (PSO) that clearly identifies the name of the project for which funding is requested;
- A commitment to provide all applicable matching funds;
- A designation of the name and/or title of an authorized official who is given the authority to apply for, accept, reject, alter, or terminate a grant;
- A designation of the name and/or title of a financial officer who is given the authority to submit financial and/or performance reports or alter a grant; and
- A written assurance that, in the event of loss or misuse of grant funds, the governing body will return all funds to PSO

2. Local units of governments must comply with the Cybersecurity Training requirements described in Section 772.012 and Section 2054.5191 of the Texas Government Code. Local governments determined to not be in compliance with the cybersecurity requirements required by Section 2054.5191 of the Texas Government Code are ineligible for OOG grant funds until the second anniversary of the date the local government is determined ineligible. Government entities must annually certify their compliance with the training requirements using the

[Cybersecurity Training Certification for State and Local Governments](#). A copy of the Training Certification must be uploaded to your eGrants application. For more information or to access available training programs, visit the Texas Department of Information Resources [Statewide Cybersecurity Awareness Training](#) page.

3. Entities receiving funds from PSO must be located in a county that has an average of 90% or above on both adult and juvenile dispositions entered into the computerized criminal history database maintained by the Texas Department of Public Safety (DPS) as directed in the Texas Code of Criminal Procedure, Chapter 66. The disposition completeness percentage is defined as the percentage of arrest charges a county reports to DPS for which a disposition has been subsequently reported and entered into the computerized criminal history system.

Counties applying for grant awards from the Office of the Governor must commit that the county will report at least 90% of convictions within five business days to the Criminal Justice Information System at the Department of Public Safety.

4. Eligible applicants operating a law enforcement agency must be current on reporting complete UCR data and the Texas specific reporting mandated by 411.042 TGC, to the Texas Department of Public Safety (DPS) for inclusion in the annual Crime in Texas (CIT) publication. To be considered eligible for funding, applicants must have submitted a full twelve months of accurate data to DPS for the most recent calendar year by the deadline(s) established by DPS. Due to the importance of timely reporting, applicants are required to submit complete and accurate UCR data, as well as the Texas-mandated reporting, on a no less than monthly basis and respond promptly to requests from DPS related to the data submitted.

5. In accordance with Texas Government Code, Section 420.034, any facility or entity that collects evidence for sexual assault or other sex offenses or investigates or prosecutes a sexual assault or other sex offense for which evidence has been collected, must participate in the statewide electronic tracking system developed and implemented by the Texas Department of Public Safety. Visit [DPS's Sexual Assault Evidence Tracking Program](#) website for more information or to set up an account to begin participating. Additionally, per Section 420.042 "A law enforcement agency that receives evidence of a sexual assault or other sex offense...shall submit that evidence to a public accredited crime laboratory for analysis no later than the 30th day after the date on which that evidence was received." A law enforcement agency in possession of a significant number of Sexual Assault Evidence Kits (SAEK) where the 30-day window has passed may be considered noncompliant.

6. Local units of government, including cities, counties and other general purpose political subdivisions, as appropriate, and institutions of higher education that operate a law enforcement agency, must comply with all aspects of the programs and procedures utilized by the U.S. Department of Homeland Security ("DHS") to: (1) notify DHS of all information requested by DHS related to illegal aliens in Agency's custody; and (2) detain such illegal aliens in accordance with requests by DHS. Additionally, counties and municipalities may NOT have in effect, purport to have in effect, or make themselves subject to or bound by, any law, rule, policy, or practice (written or unwritten) that would: (1) require or authorize the public disclosure of federal law enforcement information in order to conceal, harbor, or shield from detection fugitives from justice or aliens illegally in the United States, 8 U.S.C. § 1324(a)(1)(A)(iii); (2) impede federal officers from exercising authority under 8 U.S.C. § 1226(a), § 1226(c), § 1231(a), § 1357(a), § 1366(1), or § 1366(3); (3) encourage or induce an alien to come to, enter, or reside in the United States in violation of law, 8 U.S.C. § 1324(a)(1)(A)(iv); (4) result in the illegal transport or movement of aliens within the United States, 8 U.S.C. § 1324(a)(1)(A)(ii). Lastly, eligible applicants must comply with all provisions, policies, and penalties found in Chapter 752, Subchapter C of the Texas Government Code.

Each local unit of government, and institution of higher education that operates a law enforcement agency, must download, complete and then upload into eGrants the [CEO/Law Enforcement Certifications and Assurances Form](#) certifying compliance with federal and state immigration enforcement requirements. This Form is required for each application submitted to OOG and is active until August 31, 2027 or the end of the grant period, whichever is later.

7. Eligible applicants must be registered in the federal System for Award Management (SAM) database and have an UEI (Unique Entity ID) number assigned to its agency (to get registered in the SAM database and request an UEI number, go to <https://sam.gov/>).

Failure to comply with program eligibility requirements may cause funds to be withheld and/or suspension or termination of grant funds.

## Prohibitions

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Grant funds may not be used to support the unallowable costs listed in the [Guide to Grants](#) or any of the following unallowable costs:

1. Any costs ancillary to the purchase of body-worn cameras, video storage, and retrieval systems or cloud-based services such as policy development, training costs, and staff;
2. Any in-car cameras and/or service agreements for in-car camera software;
3. Any costs related to equipment replacement plans that are not standard warranties; and
4. Any other prohibition imposed by federal, state or local law or regulation.

## Selection Process

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PSO will screen all applications to ensure that they meet the requirements included in the funding announcement.

Applications will then be reviewed by PSO staff members or a review group selected by the executive director. PSO will make all final funding decisions based on eligibility, reasonableness, availability of funding, geographic distribution, cost effectiveness, or other relevant factors.

The Office of the Governor may not fund all applications or may only award part of the amount requested. In the event that funding requests exceed available funds, the Office of the Governor may revise projects to address a more limited focus.

## Contact Information

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For more information, contact the eGrants help desk at [eGrants@gov.texas.gov](mailto:eGrants@gov.texas.gov) or (512) 463-1919.

Total Funds

**\$10 Million**



TO: Martin Mudd

FROM: Shane Burleigh

RE: Consider with possible action on Resolution R2026-11 authorizing submission for a Drone Grant.

DATE: February 9, 2026

COMMENTS:

To review and approve Resolution R2026-11 for Drone Grant. Grant number 5733801.

AVAILABLE FUNDING:

N/A

ACTION REQUESTED:

To review and approve Resolution R2026-11 for Drone Grant.

ATTACHMENTS:

[R2026-11 Drone Grant.pdf](#)

[Criminal Justice Grant Program, FY2027 \\_ eGrants - Copy.pdf](#)

**RESOLUTION NO. R2026-20**

**City of Dayton**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DAYTON, TEXAS, AUTHORIZING THE SUBMISSION OF A GRANT APPLICATION TO THE OFFICE OF THE GOVERNOR FOR THE DRONE GRANT PROGRAM; DESIGNATING AUTHORIZED OFFICIALS; AND PROVIDING AN EFFECTIVE DATE.**

WHEREAS, the City Council of the City of Dayton finds that it is in the best interest of the citizens of Dayton, Texas, to apply for and participate in the Office of the Governor's Drone Grant Program for Fiscal Year 2027; and

WHEREAS, the City Council desires to authorize the submission of a grant application in the amount of \$126,870.00 to support drone equipment and related public safety operations; and

WHEREAS, the City Council agrees that, in the event of loss, misuse, or non-compliance with the requirements of the Office of the Governor, the City of Dayton will return any such grant funds to the Office of the Governor in full; and

WHEREAS, the City Council designates Mayor Martin Mudd as the City's Authorized Official, with authority to apply for, accept, reject, alter, or terminate the grant on behalf of the City; and

WHEREAS, the City Council designates Finance Director Leslie Herrera as the City's Financial Officer, with authority to submit financial and programmatic reports and to request reimbursement or amendments on behalf of the City;

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DAYTON, TEXAS:**

1. That the City Council hereby approves the submission of a grant application to the Office of the Governor for the Drone Grant Program in the amount of \$126,870.00.
2. That Mayor Martin Mudd is designated as the City's Authorized Official for all purposes related to this grant.
3. That Finance Director Leslie Herrera is designated as the City's Financial Officer for all financial and reporting matters related to this grant.
4. That the City of Dayton agrees to comply with all grant requirements and to return any funds determined to have been lost or misused in accordance with the grant terms.
5. This Resolution shall become effective immediately upon its adoption.

PASSED AND APPROVED this \_\_\_\_ day of \_\_\_\_\_, 2026.

CITY OF DAYTON, TEXAS

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Martin Mudd, Mayor

ATTEST:

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Jennifer Perkins, City Secretary

Name:

# Criminal Justice Grant Program, FY2027

Available

12/15/2025

Due Date

02/12/2026

## Purpose:

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The purpose of this announcement is to solicit applications for projects that promote public safety, reduce crime, and improve the criminal justice system.

## Available Funding:

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Federal Funds are authorized under 34 U.S.C. §10152 Edward Byrne Memorial Justice Assistance Grant Program (JAG). JAG funds are made available through a Congressional appropriation to the U.S. Department of Justice, Bureau of Justice Assistance. All awards are subject to the availability of appropriated federal funds and any modifications or additional requirements that may be imposed by law.

## Eligible Organizations:

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Applications may be submitted by state agencies, public and private institutions of higher education, independent school districts, Native American tribes, councils of governments, non-profit corporations (including hospitals and faith-based organizations), and units of local government, which are defined as a non-statewide governmental body with the authority to establish a budget and impose taxes.

All applications submitted by local law enforcement agencies/offices must be submitted by a unit of government affiliated with the agency, including an authorizing resolution from that unit of government. For example, police departments must apply under their municipal government, and community supervision and corrections departments, district attorneys, and judicial districts must apply through their affiliated county government (or one of the counties, in the case of agencies that serve more than one county).

## Application Process:

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Applicants must access the PSO's eGrants grant management website at <https://eGrants.gov.texas.gov> to register and apply for funding.

1. For eligible local and regional projects:



- Applicants must contact their applicable regional council of governments (COG) regarding their application.
- Each of Texas' 24 COGs holds its own application planning workshops, workgroups, and/or subcommittees and facilitates application prioritization for certain programs within its region. Failure to comply with regional requirements imposed by the COG may render an application ineligible.

2. State agencies, and other organizations proposing projects with a statewide impact, may submit applications directly to PSO.

Applicants are required to submit fully developed and detailed grant budgets at the time of application, PSO will not accept placeholder applications and/or budget line items in lieu of a well written and detailed grant application.

### \*\*\*NEW APPLICATION SUBMISSION REQUIREMENT\*\*\*

The following documents must be submitted with the application for the application to be considered complete and eligible for funding. See the Eligibility Requirements and/or Program-Specific Requirements Sections of this Funding Announcement for more details on the requirements for each attachment/certification:

- [Resolution from Governing Body](#) - Applications from nonprofit corporations, local units of governments, and other political subdivisions must submit a fully executed resolution.
- [CEO/Law Enforcement Certifications and Assurances Form](#) - Each local unit of government, and institution of higher education that operates a law enforcement agency, must certify compliance with federal and state immigration enforcement requirements.
- [CEO/NGO Certification and Assurances Form](#) - Each non-profit organization must certify compliance with federal and state immigration enforcement requirements.

Failure to submit the fully executed required attachment(s) by the application deadline may result in the application being deemed ineligible.

### Key Dates:

| Action                                          | Date                     |
|-------------------------------------------------|--------------------------|
| Funding Announcement Release                    | 12/15/2025               |
| Online System Opening Date                      | 12/15/2025               |
| Final Date to Submit and Certify an Application | 02/12/2026 at 5:00PM CST |
| Earliest Project Start Date                     | 10/01/2026               |

### Project Period:

Projects must begin on or after 10/01/2026 and may not exceed a 12-month project period.

## Funding Levels

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Minimum: \$10,000

Maximum: None

Match Requirement: None

## Standards

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Grantees must comply with standards applicable to this fund source cited in the Texas Grant Management Standards ([TxGMS](#)), [Federal Uniform Grant Guidance](#), and all statutes, requirements, and guidelines applicable to this funding.

## Eligible Activities and Costs

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Funding may be used to provide additional personnel, equipment, supplies, contractual support, training, technical assistance, and information systems for **criminal justice purposes**, including for any one or more of the following:

1. Law enforcement – Includes championing a supportive, professional, respected law enforcement system with specialized resources that are adaptive and flexible to ever-changing crimes and situations.

State Priority Areas include:

- a. Intelligence-based Investigations (Violent Crime, Border Crime, Gangs)
- b. Community Policing Programs
- c. Specialized Officer Training
- d. Officer Wellness Programs

2. Prosecution and Courts – Includes fostering an informed, collaborative, and multi-disciplinary system that ensures appropriate penalties offenders and services for the community and victims.

State Priority Areas include:

- a. Pre-trial Diversion Programs
- b. Reduce Evidence Testing Backlog
- c. Courtroom Personnel Training

3. Crime Prevention and Education – Includes cultivating an individualized, understanding-based system that takes a multi-pronged approach, infused with basic life skills and alternative tracks to crime prevention.

State Priority Areas include:

- a. Life-skills Training Programs
- b. Community-based Prevention Programs

4. Corrections and Community Corrections – Includes promoting an assessment-driven, treatment-focused system that targets an individual's risk and needs appropriately.

State Priority Areas Include:

- a. Probation/Parole Officer Training
- b. Risk/Needs Assessment for Diversion Programs
- c. Jail/Prison-based Co-occurring Treatment

5. Reentry Programs; and

6. Assessment and Evaluation Programs.

Note: "Criminal Justice Purposes" is defined as activities pertaining to crime prevention, control, or reduction, or the enforcement of the criminal law, including, but not limited to, police efforts to prevent, control, or reduce crime or to apprehend criminals (including juveniles), activities of courts having criminal jurisdiction, and related agencies (including but not limited to prosecutorial and defender services, juvenile delinquency agencies and pretrial service or release agencies), activities of corrections, probation, or parole authorities and related agencies assisting in the rehabilitation, supervision, and care of criminal offenders, and programs relating to the prevention, control, or reduction of narcotic addiction and juvenile delinquency.

## Eligibility Requirements

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1. Applications from nonprofit corporations, local units of governments, and other political subdivisions must submit a fully executed resolution with the application to be considered eligible for funding. The resolution must contain the following elements (see [Sample Resolution](#)):

- Authorization by your governing body for the submission of the application to the Public Safety Office (PSO) that clearly identifies the name of the project for which funding is requested;
- A commitment to provide all applicable matching funds;
- A designation of the name and/or title of an authorized official who is given the authority to apply for, accept, reject, alter, or terminate a grant;

- A designation of the name and/or title of a financial officer who is given the authority to submit financial and/or performance reports or alter a grant; and
- A written assurance that, in the event of loss or misuse of grant funds, the governing body will return all funds to PSO

2. Local units of governments must comply with the Cybersecurity Training requirements described in Section 772.012 and Section 2054.5191 of the Texas Government Code. Local governments determined to not be in compliance with the cybersecurity requirements required by Section 2054.5191 of the Texas Government Code are ineligible for OOG grant funds until the second anniversary of the date the local government is determined ineligible. Government entities must annually certify their compliance with the training requirements using the [Cybersecurity Training Certification for State and Local Governments](#). A copy of the Training Certification must be uploaded to your eGrants application. For more information or to access available training programs, visit the Texas Department of Information Resources [Statewide Cybersecurity Awareness Training](#) page.

3. Entities receiving funds from PSO must be located in a county that has an average of 90% or above on both adult and juvenile dispositions entered into the computerized criminal history database maintained by the Texas Department of Public Safety (DPS) as directed in the Texas Code of Criminal Procedure, Chapter 66. The disposition completeness percentage is defined as the percentage of arrest charges a county reports to DPS for which a disposition has been subsequently reported and entered into the computerized criminal history system.

Counties applying for grant awards from the Office of the Governor must commit that the county will report at least 90% of convictions within five business days to the Criminal Justice Information System at the Department of Public Safety.

4. Eligible applicants operating a law enforcement agency must be current on reporting complete UCR data and the Texas specific reporting mandated by 411.042 TGC, to the Texas Department of Public Safety (DPS) for inclusion in the annual Crime in Texas (CIT) publication. To be considered eligible for funding, applicants must have submitted a full twelve months of accurate data to DPS for the most recent calendar year by the deadline(s) established by DPS. Due to the importance of timely reporting, applicants are required to submit complete and accurate UCR data, as well as the Texas-mandated reporting, on a no less than monthly basis and respond promptly to requests from DPS related to the data submitted.

5. In accordance with Texas Government Code, Section 420.034, any facility or entity that collects evidence for sexual assault or other sex offenses or investigates or prosecutes a sexual assault or other sex offense for which evidence has been collected, must participate in the statewide electronic tracking system developed and implemented by the Texas Department of Public Safety. Visit [DPS's Sexual Assault Evidence Tracking Program](#) website for more information or to set up an account to begin participating. Additionally, per Section 420.042 "A law enforcement agency that

receives evidence of a sexual assault or other sex offense...shall submit that evidence to a public accredited crime laboratory for analysis no later than the 30th day after the date on which that evidence was received." A law enforcement agency in possession of a significant number of Sexual Assault Evidence Kits (SAEK) where the 30-day window has passed may be considered noncompliant.

6. Local units of government, including cities, counties and other general purpose political subdivisions, as appropriate, and institutions of higher education that operate a law enforcement agency, must comply with all aspects of the programs and procedures utilized by the U.S. Department of Homeland Security ("DHS") to: (1) notify DHS of all information requested by DHS related to illegal aliens in Agency's custody; and (2) detain such illegal aliens in accordance with requests by DHS. Additionally, counties and municipalities may NOT have in effect, purport to have in effect, or make themselves subject to or bound by, any law, rule, policy, or practice (written or unwritten) that would: (1) require or authorize the public disclosure of federal law enforcement information in order to conceal, harbor, or shield from detection fugitives from justice or aliens illegally in the United States, 8 U.S.C. § 1324(a)(1)(A)(iii); (2) impede federal officers from exercising authority under 8 U.S.C. § 1226(a), § 1226(c), § 1231(a), § 1357(a), § 1366(1), or § 1366(3); (3) encourage or induce an alien to come to, enter, or reside in the United States in violation of law, 8 U.S.C. § 1324(a)(1)(A)(iv); (4) result in the illegal transport or movement of aliens within the United States, 8 U.S.C. § 1324(a)(1)(A)(ii) . Lastly, eligible applicants must comply with all provisions, policies, and penalties found in Chapter 752, Subchapter C of the Texas Government Code.

Each local unit of government, and institution of higher education that operates a law enforcement agency, must download, complete and then upload into eGrants the [CEO/Law Enforcement Certifications and Assurances Form](#) certifying compliance with federal and state immigration enforcement requirements. This Form is required for each application submitted to OOG and is active until August 31, 2027 or the end of the grant period, whichever is later.

7. Each non-profit 501(c)(3) organization must certify that it does not have, and will continue not to have any policy, procedure, or agreement (written or unwritten) that in any way encourages, induces, entices, or aids any violations of immigration laws. Additionally, the organization certifies that it does not have in effect, purport to have in effect, and is not subject to or bound by any rule, policy, or practice (written or unwritten) that would: (1) encourage the concealment, harboring, or shielding from detection of fugitives from justice or aliens who illegally came to, entered, or remained in the United States, 8 U.S.C. § 1324(a)(1)(A)(iii), or (2) impede federal officers from exercising authority under 8 U.S.C. § 1226(a), § 1226(c), § 1231(a), § 1357(a), § 1366(1), or § 1366(3); (3) encourage or induce an alien to come to, enter, or reside in the United States in violation of law, 8 U.S.C. § 1324(a)(1)(A)(iv); (4) result in the illegal transport or movement of aliens within the United States, 8 U.S.C. § 1324(a)(1)(A)(ii). Lastly, the organization certifies that it will not adopt, enforce, or endorse a policy which prohibits or materially limits the enforcement of

immigration laws, and will not, as demonstrated by pattern or practice, prohibit or materially limit the enforcement of immigration laws.

Each non-profit organization must download, complete and then upload into eGrants the [CEO/NGO Certifications and Assurances Form](#) Certifying compliance with federal and state immigration enforcement requirements.

8. Eligible applicants must be registered in the federal System for Award Management (SAM) database and have an UEI (Unique Entity ID) number assigned to its agency (to get registered in the SAM database and request an UEI number, go to <https://sam.gov/>).

Failure to comply with program eligibility requirements may cause funds to be withheld and/or suspension or termination of grant funds.

## Prohibitions

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Grant funds may not be used to support the unallowable costs listed in the [Guide to Grants](#) or any of the following unallowable costs:

1. Construction, renovation, or remodeling;
2. Medical services;
3. Security enhancements or equipment for non-governmental entities not engaged in criminal justice or public safety;
4. Non-law enforcement vehicles or equipment for government agencies that are for general agency use;
5. Equipment, supplies, and other direct costs associated with processing DNA evidence;
6. Activities or costs in support of Operation Border Star (agencies seeking such funding should apply under the PSO Local Border Security funding announcement);
7. Law enforcement equipment that is standard department issue (including weapons, any weapon attachments and/or accessories and less lethal weapons such as tasers, non-lethal rounds, etc.; excluding equipment used exclusively for specialized training activities);
8. Transportation, lodging, per diem or any related costs for participants, when grant funds are used to develop and conduct training for outside participants;
9. Unmanned aircraft systems (UAS), including unmanned aircraft vehicles (UAV) and/or any accompanying accessories to support UAS or UAV devices/systems;
10. Items listed on the [Byrne JAG Prohibited Expenditure Category A and B List](#);
11. Rifle-resistant body armor (NIJ Compliant Type IIIA and below is eligible); and
12. Any other prohibition imposed by federal, state or local law or regulation.

## Selection Process

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PSO will screen all applications to ensure that they meet the requirements included in the funding announcement.

## 1. For eligible local and regional projects:

- Applications will be forwarded by PSO to the appropriate regional council of governments (COG).
- The COG's criminal justice advisory committee will prioritize all eligible applications based on State priorities, identified community priorities, cost and program effectiveness.
- PSO will accept priority listings that are approved by the COG's executive committee.
- PSO will make all final funding decisions based upon eligibility, approved COG priorities, reasonableness of the project, availability of funding, and cost-effectiveness.

2. For state discretionary projects, applications will be reviewed by PSO staff members or a review group selected by the executive director. PSO will make all final funding decisions based on eligibility, reasonableness, availability of funding, and cost-effectiveness.

PSO may not fund all applications or may only award part of the amount requested. In the event that funding requests exceed available funds, PSO may revise projects to address a more limited focus.

## Contact Information

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For more information, contact the eGrants help desk at [eGrants@gov.texas.gov](mailto:eGrants@gov.texas.gov) or (512) 463-1919.

Total Funds

**\$TBD**



TO: Martin Mudd

FROM: Leslie Herrera

RE: Consider with possible action on the approval of the Finance Reports for January 2026.

DATE: February 9, 2026

COMMENTS:

N/A

AVAILABLE FUNDING:

N/A

ACTION REQUESTED:

Approve the Finance Reports for January 2026, as presented.





TO: Martin Mudd

FROM: Jennifer Perkins

RE: Consider with possible action on the approval of the January 2026 Minutes.

DATE: February 9, 2026

COMMENTS:

Minutes for January 2026

AVAILABLE FUNDING:

N/A

ACTION REQUESTED:

Approve the January 2026 Minutes, as presented.

ATTACHMENTS:

[January 12, 2026 Minutes.pdf](#)



**Minutes  
City Council  
801 S Cleveland St  
Monday, January 12, 2026 at 5:30**

**Mayor  
Martin Mudd  
Councilmembers  
Harry Barnes  
Sarah Vickery  
John Headrick  
Tonya Smikal  
Alvin Burrese**

**1) Call To Order**

@ 6:00 pm by Mayor Martin Mudd

**2) Roll Call**

Members Present (in person): John Headrick, Tonya Smikal, Sarah Vickery, and Alvin Burrese

Members Absent: Harry Barnes Jr.

**3) Invocation given by Pastor George Finney with New Life Church of Kenefick**

**4) Pledge of Allegiance and Texas Pledge**

**5) Citizen Comment Period**

N/A

**6) Presentations/Updates/Reports**

**City Manager Updates**

**Consider with possible action on recognizing Building Inspector, Michael Murray, as the January 2026 Employee Recognition recipient.**

Derek Woods recognized Michael Murray, the Building Inspector, as the January 2026 Employee Recognition recipient. He explained that following a vacancy from our other building inspector, Michael stepped up. This approach ensured uninterrupted inspection services while maintaining compliance with codes and regulations. By consolidating responsibilities within the existing position, he took on all additional roles and responsibilities.

City Manager Derek Woods provided several updates to the Council: City offices will be closed for MLK Day on January 19th; The February Council meeting has been changed to February 9th; The State of the City luncheon is scheduled for the following day at 11:30 AM at the Community Center; A traffic alert was issued for US 90 regarding the overpass project, primarily affecting residents in the Sunset Heights area who will be unable to turn westbound for approximately two weeks; The first day to submit applications for placement on the ballot for the upcoming election is January 14th.

## **Finance Reports**

### **Finance Monthly Report December 2025**

Finance Director Leslie Herrera presented the financial activity through December 2025, which represents the third month of fiscal year 2025-26 (25% of the year completed).

## **Department Reports**

### **Planning & Development Services Monthly Report December 2025**

### **Library Monthly Report December 2025**

### **Police Department Monthly Report December 2025**

### **Animal Control Monthly Report December 2025**

### **Municipal Court Monthly Report December 2025**

### **Mayor/Council/Staff Comments**

Shane Burleigh introduced Officer Emma Clary, who transitioned from dispatcher to police officer. Emma joined the department in 2023 as a dispatcher from another agency and quickly became an integral part of the team. She expressed her desire to attend the police academy and to work for the Dayton Police Department as an officer. After completing the academy with outstanding marks, she has successfully progressed through her Field Training Officer program.

Mayor Mudd commended City Manager Woods for his efforts in working to broker a deal in the best interests of the city.

Councilmember Tonya Smikal announced that the Dayton Historical Society's monthly meeting would be held on Monday, January 26th at 6 PM at Park Hall behind the Dayton Old School Museum.

Councilmember Sarah Vickery provided information about several upcoming election-related events: Liberty County Republican Women meeting on January 20th at 6 PM; Liberty County Republican Party candidate meet and greet on January 27th from 6-8

PM at the Community Center; Two candidate forums hosted by the Vindicator on February 11th and 12th at the Dayton Community Center; Early voting starting February 17th with Election Day on March 3rd; She also noted that packets are available for council and mayor positions and commended city departments for sharing this information on social media.

7) **Consent Agenda**

7.A) **Consider with possible action on the approval of the Finance Reports for December 2025.**

7.B) **Consider with possible action on the approval of the December 2025 Minutes.**

Alvin Burress made a motion to approve as presented. Tonya Smikal seconded the motion. *Passed.* Ayes: John Headrick, Tonya Smikal, Sarah Vickery, Alvin Burress; Nays: None.

8) **Action Items**

8.A) **Consider with possible action on Resolution No. R2026-2 approving the Dayton Rotary Club placing a bench at the Dayton Community Center.**

Alvin Burress made a motion to approve Resolution No. R2026-2, as presented. John Headrick seconded the motion. *Passed.* Ayes: John Headrick, Tonya Smikal, Sarah Vickery, Alvin Burress; Nays: None.

Dr. Luke Chachere and Dr. Jessica Johnson represented the Dayton Rotary Club in presenting their request. They explained that 2026 marks 100 years of the Dayton Rotary Club, which was started in 1926 with 20 charter members. The representatives highlighted the club's long history of partnerships with the city, including financing restrooms at city parks, purchasing land for city parks, participating in the old schoolhouse restoration, sponsoring helipads, citywide beautifications, and recognition programs for local educators. Their commemorative project proposal includes installing a bench and planting a tree near the community center. Clayton Bracey of Precision Lawns would be doing the work and donating much of the materials, while the Rotary Club would purchase the bench and marker. Clayton would also care for the tree, including watering and fertilizing. Councilmember Smikal expressed appreciation for the Rotary Club's outreach and their various community projects, particularly mentioning the covered bus stops around town. Dr. Chachere noted that the club not only installed but also maintains these bus stops, cleaning them annually before school starts and replacing panels as needed.

8.B) **Consider with possible action on Resolution R2026-3 supporting the Community Retirement Centre project.**

Alvin Burress made a motion to approve Resolution No. R2026-3, as presented. Tonya Smikal seconded the motion. *Passed.* Ayes: John Headrick, Tonya Smikal, Sarah Vickery, Alvin Burress; Nays: None.

Mr. Charles Holcomb, President of Community Retirement Center Inc., and Deborah, the on-site manager since 1997, presented their request for a

resolution supporting their project. They explained that a preliminary market study showed a significant need for additional units for low-income senior citizens, particularly two-bedroom units. The current facility has maintained a large waiting list with only 2-3 turnovers per year. Mr. Holcomb explained that the project would apply for the housing tax credit program through the Texas Department of Housing and Community Affairs. The point system for selection gives additional points for a resolution from the city supporting the development, and a funding contribution of at least \$250 from the city (which can be applied to the reduction of building permit fees or water tap fees).

**8.C) Consider with possible action on Resolution No. R2026-4, a resolution ratifying the Dayton Economic Development Corporation's expenditure of \$34,100 to replace playground equipment at Parker Park.**

Alvin Burress made a motion to approve Resolution No. R2026-4, as presented. Tonya Smikal seconded the motion. *Passed.* Ayes: John Headrick, Tonya Smikal, Sarah Vickery, Alvin Burress; Nays: None.

EDC Director, Chris Jarmon explained that this item asks the Council to ratify the EDC's expenditure to replace playground equipment at Parker Park. The proposal includes replacing one of three play structures that has reached the end of its useful life, providing two rockers and a climbing structure, and filling all three play areas with wood fiber for safety. The EDC met on December 9th, held a public hearing, and voted to approve the project. The equipment is expected to arrive in approximately six weeks.

**8.D) Consider with possible action on Resolution No. R2026-5 approving a contract for Ambulance services.**

Alvin Burress made a motion to approve Resolution No. R2026-5, as presented. Tonya Smikal seconded the motion. *Passed.* Ayes: John Headrick, Tonya Smikal, Sarah Vickery, Alvin Burress; Nays: None.

City Manager Derek Woods presented a contract renewal with Allegiance for ambulance services for the upcoming year. He noted that the subsidy did increase, but recommended approval.

**8.E) Consider with possible action on Resolution No. R2026-10 approving a Conditional Use Permit Request for fuel sales on 3 acres of property located at 4298 (4328) FM 1960, Property ID 58986, Dayton, TX 77535, legally described as Maysville, Block 52, Lot Tr 2 3; in the General Commercial (GC) zoning district.**

Tonya Smikal made a motion to approve Resolution No. R2026-10, with the conditions of lighting, no overnight parking, and no separate fuel setup for 18-wheelers. . John Headrick seconded the motion. *Passed.* Ayes: John Headrick, Tonya Smikal, Sarah Vickery, Alvin Burress; Nays: None.

Chris Chavis presented this conditional use permit request for a fuel station on a 3-acre tract previously approved for general commercial zoning. Due to proximity to an existing residential home, a conditional use permit was required. The property is located at the corner of 614 and FM 1960.

Mr. Chavis noted that while the property has city water, it lacks city sewer access, which would need to be addressed by the applicant. The Planning and Zoning Commission recommended approval with conditions regarding lighting, no overnight parking, and no separate fuel setup for 18-wheelers.

Heather Kelly with Evermark Commercial spoke on behalf of the applicant, confirming that there would be no overnight parking and that management would ensure compliance.

The Council discussed concerns about sewer services and enforcement of the overnight stay prohibition.

**8.F) Consider with possible action on Ordinance No. O2026-1 approving a Zoning Map Amendment Request for 1 acre of property located at 5530 FM 1960, Property ID 30193, Dayton, TX 77535, legally described as 000490 Ed Pruitt-138, Tract 6.**

Alvin Burress made a motion to approve Ordinance No. O2026-1, as presented.. Sarah Vickery seconded the motion. *Passed.* Ayes: John Headrick, Tonya Smikal, Sarah Vickery, Alvin Burress; Nays: None.

Chris Chavis presented this zoning map amendment request for a 1-acre property across from Medina along County Road 609. The property, currently inhabited by a single-family home, is adjacent to general commercial zoning. The applicant requested rezoning to general commercial for retail sales and meat processing, specifically for wild game. Mr. Chavis noted similar utility challenges to those of the previous property, with no sewer available and water about 400 feet away.

The applicant explained that they own the neighboring 4 acres where they currently operate a commercial roofing company. If approved, they plan to replat to create one 5-acre tract, demolish the existing house, and build a 6,000-8,000 square foot metal building. The proposed business would be "Junior's Deer Processing," which they plan to relocate from Highlands, Texas, and expand to include a meat market and bakery.

**9) Closed Executive Session**

**9.A) Executive Session: Texas Government Code 551.071 (Consultation with Attorney)**

**9.B) Executive Session: Texas Government Code Section 551.074 (Personnel Matters)**

**9.C) Executive Session: Texas Government Code Section 551.087 (Economic Development)**

The Council recessed into Executive Session at 6:56 PM and reconvened at 7:37 PM.

**10) Action Items II**

**10.A) Consider with possible action on Resolution No. R2026-6 regarding the appointments of board members to the Tax Increment Reinvestment Zone (TIRZ) #1.**

John Headrick made a motion to appoint Andy Conner, Alvin Burrese, Wesley Pratkanis, and Eularian Dugat to the TIRZ #1 board.. Tonya Smikal seconded the motion. *Passed.* Ayes: John Headrick, Tonya Smikal, Sarah Vickery, Alvin Burrese; Nays: None.

**10.B) Consider with possible action on Resolution No. R2026-7 appointing members to the DEDC Board of Directors.**

John Headrick made a motion to appoint

Bonnie Wentworth, and Meadow Noyer as members, with Sherisa Hoy, John Gable, John Cox, and Mark Miller appointed to advisory positions.

. Tonya Smikal seconded the motion. *Passed.* Ayes: John Headrick, Tonya Smikal, Sarah Vickery, Alvin Burrese; Nays: None.

**10.C) Consider with possible action on Resolution No. R2025-87 regarding appointments to the Planning & Zoning Commission.**

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John Headrick made a motion to appoint Kimberly Cook to the Planning & Zoning Commission.. Alvin Burrese seconded the motion. *Passed.* Ayes: John Headrick, Tonya Smikal, Sarah Vickery, Alvin Burrese; Nays: None.

**10.D) Consider with possible action on Resolution No. R2026-8 approving the sale of DayNet and DayNet related assets.**

Tonya Smikal made a motion to table Resolution No. R2026-8, as presented.. Alvin Burrese seconded the motion. *Passed.* Ayes: John Headrick, Tonya Smikal, Sarah Vickery, Alvin Burrese; Nays: None.

**10.E) Consider with possible action on Resolution No. R2026-9 approving a lease agreement for city property.**

Tonya Smikal made a motion to table Resolution No. R2026-9, as presented. . Alvin Burrese seconded the motion. *Passed.* Ayes: John Headrick, Tonya Smikal, Sarah Vickery, Alvin Burrese; Nays: None.

**10.F) Consider with possible action on Resolution No. R2026-1 creating an impact fee advisory committee.**

Alvin Burress made a motion to approve Resolution No. R2026-1, with members to be appointed at a later date.. Sarah Vickery seconded the motion. *Passed.* Ayes: John Headrick, Tonya Smikal, Sarah Vickery, Alvin Burress; Nays: None.

**11) Adjourn**

Alvin Burress made a motion to adjourn at 7:43 pm. Tonya Smikal seconded the motion. *Passed.* Ayes: John Headrick, Tonya Smikal, Sarah Vickery, Alvin Burress; Nays: None.

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**Jennifer Perkins, City Secretary**

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**Martin Mudd, Mayor**





TO: Martin Mudd

FROM: Brandon Davis

RE: Public hearing regarding the annexation of approximately 228.9 acres of land located on Highway 90 as requested by the property owners M/I Homes of Houston, LLC, and Meritage Homes of Texas, LLC.

DATE: February 9, 2026

COMMENTS:

N/A

AVAILABLE FUNDING:

N/A

ACTION REQUESTED:

N/A



TO:

FROM:

RE: Public hearing regarding the annexation of approximately 14.999 acres of land located off of FM 1960 as requested by the property owner.

DATE: February 9, 2026



TO: Martin Mudd

FROM: Derek Woods

RE: Consider with possible action on Ordinance No. O2026-3 annexing 228.9-acre tract of land, to the City of Dayton, providing for the extension of certain boundary limits of the city to include described property within said city limits; Providing that annexed territory bears pro rata part of taxes; Granting to all the inhabitants of said property all the rights and privileges of other citizens and binding said inhabitants by all the acts, ordinances, resolutions of said city; Adopting a service plan agreement for the annexed properties; and Providing a savings clause.

DATE: February 9, 2026

COMMENTS:

This Ordinance is annexing 228.9 acres of land into the City of Dayton.

AVAILABLE FUNDING:

N/A

ACTION REQUESTED:

Approve Ordinance No. O2026-3, as presented.

ATTACHMENTS:

[20260203141651099.pdf](#)

[MI Homes - FB265 Petition for Annexation.pdf](#)

## ORDINANCE O2026-3

**AN ORDINANCE OF THE CITY OF DAYTON, TEXAS ANNEXING THE HEREINAFTER DESCRIBED 228.9 ACRE TRACT OF LAND, TO THE CITY OF DAYTON, TEXAS, PROVIDING FOR THE EXTENSION OF CERTAIN BOUNDARY LIMITS OF THE CITY TO INCLUDE SAID HEREINAFTER DESCRIBED PROPERTY WITHIN SAID CITY LIMITS; PROVIDING THAT ANNEXED TERRITORY BEARS PRO RATA PART OF TAXES; GRANTING TO ALL THE INHABITANTS OF SAID PROPERTY ALL THE RIGHTS AND PRIVILEGES OF OTHER CITIZENS AND BINDING SAID INHABITANTS BY ALL OF THE ACTS, ORDINANCES, RESOLUTIONS, AND REGULATIONS OF SAID CITY; ADOPTING A SERVICE PLAN AGREEMENT FOR THE ANNEXED PROPERTIES; AND PROVIDING A SAVINGS CLAUSE.**

**WHEREAS**, Chapter 43 of the Texas Local Government Code and the Charter of the City of Dayton, Texas, an incorporated home-rule municipality, authorize the annexation of territory, subject to the laws of this state; and

**WHEREAS**, a public hearing was held on February 9, 2026 in the City Council Chambers of the City of Dayton, Texas where all interested persons were provided with an opportunity to be heard on the proposed annexation of the territory fully described in Exhibit "A" attached hereto and incorporated herein; and

**WHEREAS**, the above described territory lies within the extraterritorial jurisdiction of the City of Dayton, Texas; and

**WHEREAS**, the procedures prescribed by the Texas Local Government Code and the Charter of the City of Dayton, Texas, and the laws of this state have been duly followed with respect to the annexation of the approximately 228.9 acre tract described in Exhibit "A"; and

**WHEREAS**, the owner of the Property petitioned the City of Dayton for annexation; and

**WHEREAS**, the Property Owner and the City of Dayton both approved a development agreement which is attached hereto as Exhibit "B"; and

**WHEREAS**, the Property Owner and the City of Dayton both agree to the Service Plan Agreement attached hereto as Exhibit "C".

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

**Section 1.** That all of the recitals and preambles hereinabove stated are found to be true and correct and are incorporated herein and made a part of this ordinance.

**Section 2.** That the heretofore described property described in Exhibit "A" is hereby annexed to the City of Dayton, Liberty County, Texas, and that the boundary limits of the City of Dayton be and the same are hereby extended to include the above described territory within the city limits of the City of Dayton, Texas, and the same shall hereafter be included within the territorial limits of said city, and the inhabitants thereof shall hereafter be entitled to all the rights and privileges of

other citizens of the city of Dayton, and they shall be bound by the acts, ordinances, resolutions, and regulations of said City, and the property so added hereby shall bear its pro rata part of the taxes levied by the City of Dayton, Texas.

**Section 3.** A Service Plan Agreement for the area is hereby approved and adopted and is attached hereto as Exhibit "C".

**Section 4.** Should any section or part of this ordinance be held unconstitutional, illegal, or invalid, or the application thereof ineffective or inapplicable as to any territory, such unconstitutionality, illegality, invalidity, or ineffectiveness of such sections or part shall in no wise affect, impair, or invalidate the remaining portion or portions thereof, but as to such remaining portion or portions, the same shall be and remain in full force and effect.

**Section 5.** The City Secretary is hereby directed to file with the County Clerk of Liberty County, Texas, a certified copy of this ordinance.

**Section 6.** The above and foregoing ordinance shall be in full force and effect from and after its adoption.

PASSED AND APPROVED in Dayton, Texas this \_\_\_\_ day of February 2026.

CITY OF DAYTON, TEXAS

\_\_\_\_\_  
Martin Mudd, Mayor

ATTEST:

\_\_\_\_\_  
Jennifer Perkins, City Secretary

SWORN TO AND SUBSCRIBED BEFORE ME by the said Martin Mudd, Mayor of the City of Dayton, Texas, this \_\_\_\_ day of \_\_\_\_\_, 2026, to certify which witness my hand and seal of office.

\_\_\_\_\_  
Notary Public, State of Texas

Approved as to form and substance:

**M/I Homes of Houston, LLC**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**Meritage Homes of Texas, LLC**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

SWORN TO AND SUBSCRIBED BEFORE ME by the said \_\_\_\_\_,  
this \_\_\_\_ day of \_\_\_\_\_, 2026, on behalf of M/I Homes of Houston, LLC, to certify  
which witness my hand and seal of office.

\_\_\_\_\_  
Notary Public, State of Texas

SWORN TO AND SUBSCRIBED BEFORE ME by the said \_\_\_\_\_,  
this \_\_\_\_ day of \_\_\_\_\_, 2026, on behalf of Meritage Homes of Texas, LLC, to  
certify which witness my hand and seal of office.

\_\_\_\_\_  
Notary Public, State of Texas

# EXHIBIT

## A

EXHIBIT A

February 21, 2025  
Job No. S001-2040-0200

DAYTON TRACT

DESCRIPTION OF  
228.9 ACRES

BEING a 228.9 acre tract of land situated in the GC&SF RR CO Survey, Section 23, Abstract No. 457 and the DL&C CO Survey, Abstract No. 518 and being a portion of a called 308.088 acre tract of land as described in an instrument to M/I Homes of Houston, LLC and Meritage Homes recorded under File Number (F.N.) 2025004435 of the Official Public Records of Liberty County (O.P.R.L.C.), said 228.9 acre tract of land described by metes and bounds as follows, with all bearings based on the Texas Coordinate System of 1983 (NAD83), Central Zone 4203:

**COMMENCING** at a 1/2-inch iron rod with cap stamped "RPLS 1655" found for the Southeast corner of a called 326.5 acre tract of land as described in an instrument to Hugh Ernest McDaniel recorded under F.N. 2024001778 of the O.P.R.L.C. and an interior corner of Block 1 of CEDAR FARMS, a subdivision per plat recorded under Volume (Vol.) 10, Page (Pg.) 15 of the Liberty County Map Records (L.C.M.R.), from which a found 1/2-inch iron rod with cap stamped "PREMIER SURVEYING" bears North 24°29'06" West, a distance of 4.62 feet;

Thence, North 02°41'29" West, along and with the East line of said 326.5 acre tract and the West line of Lot 21 of said CEDAR FARMS, a distance of 121.49 feet to the **POINT OF BEGINNING** and the Southeast corner of the herein described tract and said 308.088 acre tract;

Thence, South 87°31'54" West, along and with the South line of said 308.088 acre tract, a distance of 4,068.38 feet to the Southwest corner of the herein described tract and said 308.088 acre tract, lying on the Easterly right-of-way line of F.M. 1413 (70 feet wide) recorded under Vol. 356, Pg. 279 L.C.D.R. Vol. 345, Pg. 384 L.C.D.R., Vol. 616, Pg. 760 L.C.D.R., Vol. 3, Pg. 238 of the Liberty County Civil Minutes (L.C.C.M.), and Vol. 3, Pg. 237 L.C.C.M.;

Thence, North 13°23'25" West, along and with the West line of said 308.088 acre tract and the East right-of-way line of said F.M. 1413, a distance of 551.79 feet to the Northwest corner of the herein described tract;

Thence, over and across said 308.088 acre tract, the following courses and distance:

North 42°45'46" East, a distance of 38.62 feet to a point for corner;



EXHIBIT A

February 21, 2025  
Job No. S001-2040-0200

DAYTON TRACT

North 42°37'29" East, a distance of 78.72 feet to a point for corner;

North 42°37'37" East, a distance of 40.91 feet to a point for corner;

South 27°36'26" East, a distance of 157.51 feet to an interior corner of the herein described tract;

North 41°53'02" East, a distance of 360.42 feet to a point for corner;

North 41°51'04" East, a distance of 233.50 feet to a point for corner;

North 45°15'57" East, a distance of 1,873.15 feet to a point for corner;

North 45°15'04" East, a distance of 701.44 feet to a point for corner;

North 45°50'20" East, a distance of 1,676.60 feet to a point for corner;

North 45°47'16" East, a distance of 405.00 feet to a point for corner;

North 45°49'19" East, a distance of 44.00 feet to the Northeast corner of the herein described tract, lying on an Easterly line of said 308.088 acre tract;

Thence, South 04°26'47" East, along and with an Easterly line of said 308.088 acre tract, a distance of 7.94 feet to an iron bolt found for an interior corner of the herein described tract and said 308.088 acre tract;

Thence, South 40°59'11" East, continuing along and with an Easterly line of said 308.088 acre tract, a distance of 1,292.58 feet to the most Easterly corner of the herein described tract and said 308.088 acre tract, same being the Northeast corner of a called 41.93 acre tract of land as described in an instrument to Juan Carlos Sura and Maria Ascencion Silva;

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February 21, 2025  
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DAYTON TRACT

Thence, South 51°46'21" West, along and with a Southeasterly line of said 308.088 acre tract and the Northwesterly line of said 41.93 acre tract, a distance of 945.98 feet to an interior corner of the herein described tract and said 308.088 acre tract, same being the Northwest corner of said 41.93 acre tract;

Thence, South 03°50'07" East, along and with an Easterly line of said 308.088 acre tract and the West line of said 41.93 acre tract, a distance of 1,019.32 feet to a 1/2-inch iron rod with cap found for the Southwest corner of said 41.93 acre tract and the Northwest corner of a called 41.93 acre tract of land as described in an instrument to Jaun Carlos Sura and Irma Sura recorded under F.N. 2010010166 of the O.P.R.L.C.;

Thence, South 03°48'37" East, along and with an Easterly line of said 308.088 acre tract and the West line of said 41.93 acre tract as described in an instrument recorded under F.N. 2010010166 of the O.P.R.L.C., a distance of 969.81 feet to a 2-inch iron pipe found for the Southwest corner of said 41.93 acre tract as described in an instrument recorded under F.N. 2010010166 of the O.P.R.L.C. and the Northwest corner of Lot 22 of said CEDAR FARMS;

Thence, South 02°41'19" East, along and with an Easterly line of said 308.088 acre tract a Westerly line of said CEDAR FARM, a distance of 520.81 feet to the **POINT OF BEGINNING** and containing 228.9 acres of land.



*Clayton Gafford*  
Clayton Gafford RPLS No. 6957  
LJA Surveying, Inc  
3600 W. Sam Houston, Pkwy S. Suite 175  
Houston, Texas 77042  
Telephone: (713) 953-5200  
TBPLS Licensed Surveying Firm No. 10194382

# EXHIBIT

## B

**DEVELOPMENT AGREEMENT BETWEEN  
THE CITY OF DAYTON, TEXAS AND M/I HOMES OF HOUSTON, LLC**

This DEVELOPMENT AGREEMENT (this "Agreement") is made and entered into between M/I Homes of Houston, LLC, a Delaware limited liability company, its successors or assigns ("Developer"), and THE CITY OF DAYTON, TEXAS ("City"), to be effective on November 18, 2024 (the "Effective Date").

**RECITALS**

WHEREAS, Developer owns approximately 308 acres, with approximately 93 acres within the corporate boundaries of the City (the "In-City Tract"), and approximately 215 acres currently in the extraterritorial jurisdiction (the "ETJ Tract") of the City, as described in and shown on Exhibits A-1 and A-2, respectively, to this Agreement (collectively, the "Tract"); and

WHEREAS, Developer intends to develop the Tract for a single family and commercial use project; and

WHEREAS, the development of the Tract requires the creation of a special district over the Tract to fund certain public infrastructure, and an agreement with the City will provide for long-term certainty concerning development of the Tract; and

WHEREAS, within sixty (60) days of consent by the City to creation of the District, Developer shall petition the City for annexation of the ETJ Tract into the corporate boundaries of the City; and

WHEREAS, the City has adopted a resolution consenting to the creation of a special district over the boundaries of the Tract concurrently with the approval of this Agreement; and

WHEREAS, the City is a home rule city with all powers except those specifically limited by the Constitution and laws of the State of Texas and the City Charter; and

WHEREAS, the City wishes to provide for the orderly, safe and healthful development of the Tract, and the City and Developer agree that the development of the Tract can best proceed pursuant to a development agreement.

NOW, THEREFORE, in consideration of the mutual promises, obligations, and benefits contained herein as well as other good and valuable consideration, the sufficiency of which is acknowledged by the parties, the City and Developer agree as follows:

## AGREEMENT

NOW THEREFORE, in consideration of the mutual promises, obligations, and benefits contained herein as well as other good and valuable consideration, the sufficiency of which is acknowledged by the parties, the City and Developer agree as follows:

### ARTICLE I. DEFINITIONS AND EXHIBITS

1.01 Definitions. The capitalized terms and phrases in this Agreement shall have the following meanings:

“City” shall mean the City of Dayton, Texas.

“County” shall mean Liberty County, Texas.

“District” shall mean Liberty County Municipal Utility District No. 16, or next available numerical designation, a municipal utility district to be created over the Tract upon petition to the TCEQ pursuant to Article XVI, Sec. 59, and Article III, Sec. 52, Texas Constitution, Chapters 49 and 54, Texas Water Code and rules of the TCEQ or creation by the Texas legislature.

“Developer” shall mean M/I Homes of Houston, LLC, a Delaware limited liability company, its successors or assigns.

“ETJ Tract” shall mean the approximately 215 acres of the Tract which is currently located within the extraterritorial jurisdiction of the City, as depicted on Exhibit A-2 attached hereto.

“In-City Tract” shall mean the approximately 93 acres of the Tract within the corporate boundaries of the City, as depicted on Exhibit A-2 attached hereto.

“Master Plan” shall mean the master plan attached hereto as Exhibit A-2.

“Park Facilities” shall mean the open space, landscaping, and park and recreational facilities depicted on Exhibit A-2 attached hereto.

“Person” means any individual, partnership, association, firm, trust, estate, public or private corporation, or any other legal entity whatsoever.

“TCEQ” shall mean the Texas Commission on Environmental Quality or its successor agency.

“Tract” shall mean the approximately 308 acres of land to be developed by Developer, as described in and shown on Exhibits A-1 and A-2, respectively.

“TxDOT” shall mean the Texas Department of Transportation.

“TxDOT Road Facilities” shall mean the road improvements required by TxDOT which are necessary for street connections to FM 1413 and/or U.S. Highway 90A in accordance with a traffic impact analysis and permit application to TxDOT, and improvements in aid thereof, together with all contract rights, permits, licenses, properties, rights-of-way, easements, sites and other interests related thereto.

“Utility Agreement” shall mean the Utility Agreement with Developer on behalf of the District, approved by the City concurrently with this Agreement.

1.02 Exhibits. The following Exhibits attached to this Agreement are a part of the Agreement as though fully incorporated herein:

Exhibit A-1 – Metes and Bounds Description of the Tract.

Exhibit A-2 Master Plan

## ARTICLE II. DEVELOPER AND CITY OBLIGATIONS

2.01 Development and Jurisdiction. The Tract is located on approximately 308 acres, with approximately 93 acres within the corporate boundaries of the City and approximately 215 acres currently in the ETJ of the City, and is intended to be developed as a master planned community including residential and commercial projects.

2.02 Annexation of the ETJ Tract. Within 60 days of Developer closing on the purchase of the Tract, Developer shall submit a petition to the City requesting annexation of the ETJ Tract into the corporate boundaries of the City. Within 60 days of receipt of the Annexation Petition, the City shall commence the process to annex the ETJ Tract into the corporate boundaries of the City and shall have provided all required notices pertaining to the annexation which are required under Texas law.

2.03 Zoning. The In-City Tract will be rezoned from Residential Agricultural Use to Commercial Use and Semi-Urban Residential with Master Plan with revised development standards in accordance with the following table:

| 308 Acre Highway 90 - Proposed Development Standards |                   |                                     |                       |                     |                            |                      |               |               |      |
|------------------------------------------------------|-------------------|-------------------------------------|-----------------------|---------------------|----------------------------|----------------------|---------------|---------------|------|
| District                                             | Neighborhood Type |                                     | Development Standards |                     | Lot and Building Standards |                      |               |               |      |
|                                                      |                   |                                     | Min. Open Space Ratio | Typ Lot Area per DU | Min. Lot Width             | Min. Setbacks (feet) |               |               |      |
|                                                      |                   |                                     |                       |                     |                            | Street               | Interior Side | Exterior Side | Rear |
| SU                                                   | Planned           | SFD - Area currently in city limits | 10%                   | 5,400 sq ft         | 45 feet                    | 25                   | 5             | 10            | 15   |
|                                                      |                   | SFD - Area currently in ETJ         | 10%                   | 5,400 sq ft         | 45 feet                    | 25                   | 5             | 10            | 15   |

Upon annexation of the ETJ Tract into the City, the ETJ Tract will be zoned Semi-Urban Residential with Master Plan in accordance with the table set forth above. All rezoning will occur at the same City Council meeting at which the ETJ Tract is annexed into the City.

2.04 Master Plan. The City and Developer acknowledge that the attached Master Plan is the preliminary plan for the development of the Property. The parties acknowledge and agree that the Master Plan will be revised and refined by Developer as Developer continues its investigation of and planning for the Property and prepares a feasible and detailed plan for development of the Property, provided that in no case shall the Master Plan be revised or refined to contradict any of the requirements of this Agreement or subsequently approved variances, and provided that no revision or refinement to the Master Plan shall limit or otherwise affect any right or obligation of either Developer or the City pursuant to this Agreement until such revision or refinement is approved by the City and Developer. The City approves the Master Plan in the form attached hereto, and finds it generally consistent with the City's Unified Development Code as well as the City's Comprehensive Plan and Major Thoroughfare Plan. Developer agrees that any changes in density that require approval of the City under Section 2.05 below must be reflected in an amended Master Plan that is subject to approval by the City, and any other changes to the Master Plan shall be provided to the City.

2.05. Density. The parties agree that development of the Tract shall be in accordance with the requirements of this Agreement and the Master Plan. The number of single-family residential housing units within the Tract shall not exceed nine hundred (973) units; provided, however, to allow Developer a certain amount of flexibility to respond to market conditions, the commercial use shown on the Master Plan may be changed to single-family residential use (subject to the terms of this Agreement) and the quantity of units within the Tract may be increased to a different quantity than specified, all subject to prior written notice by Developer to the City, so long as such change does not increase the quantity set forth herein to an amount greater than one thousand (1,050) units.

2.06. TxDOT Road Facilities. The District will construct the TxDOT Road Facilities in accordance with TxDOT requirements. It is understood that all such improvements will be dedicated to and accepted by TxDOT for operation and maintenance.

2.07. City Road Facilities. The City Road Facilities will be constructed in accordance with the City Code. Once constructed, all public road improvements will be dedicated to and accepted by the City for operation and maintenance. The following design requirements will apply:

- a. All existing or planned points of access as presented in the Master Plan are all that will be provided and will satisfy all points of access and external access points requirements as presented.
- b. Centerline radius minimum shall be 150' on all residential streets.
- c. Cul-de-sacs shall have a 42' pavement radius and 50' ROW radius.
- d. Minimum block length (aka block width or intersection centerline offset) shall be 125'.
- e. The terminus of a cul-de-sac shall be considered to be the right-of-way line at the end of the cul-de-sac turnaround. The terminus shall be a minimum of 25 feet from the right-of-way line of another street.

2.08. Park and Recreational Facilities. The City agrees that the Park Facilities satisfy any City Code provisions related to the construction of park and recreational facilities, including requirements to construct or dedicate any park or recreational facilities to the City or make any payments in lieu of parkland dedications to the City. The District or a homeowner's association within the District shall retain ownership of the park and recreational facilities.

2.09. Facilities. In addition to the specifications outlined in Article II of this Agreement, the City and Developer agree that all water, sewer and drainage facilities will be designed, constructed, financed, and maintained pursuant to the Utility Agreement.

2.10. Architectural Details/Garage Orientation. Section 3000.002 of the Texas Government Code prohibits enforcement of the exterior wall finish materials requirements set forth in Section 14.202 of the City's Unified Development Code, but Developer agrees to the following exterior wall finish materials requirements:



45-foot lots    Primary Materials on front of first floor of a dwelling

50-foot lots    Primary Materials on 3 sides of the first floor of a dwelling

60-foot lots    Primary Materials on 4 sides of the first floor of a dwelling

As consideration for Developer's agreement to the above-referenced exterior wall finish materials requirements, the City agrees to grant a variance that the garage door orientation requirements set forth in the City's Unified Development Code shall not be applicable to dwellings within the Tract.

2.11. Vested Rights. Upon the Effective Date, the City and Developer agree that the development rights (as hereafter defined) of the City and Developer as set forth in this Agreement shall be deemed to have vested, as provided by Texas Local Government Code, Chapters 43 and 245 and Section 212.172(g), as amended or under any other existing or future common or statutory rights as of the Effective Date. "Development rights" shall mean the covenants, agreements and privileges regarding the development of the property between the City and Developer set forth in this Agreement. The City's current Building Codes, Development Standards, City Regulations, Unified Development Code, the City's Code of Ordinances, and all other development requirements, including those imposed by the City and any other governing body or entity with jurisdiction over the Development shall apply.

2.12. Waiver of Actions Under Private Real Property Rights Preservation Act. Developer hereby waives its right, if any, to assert any causes of action against the City accruing under the Private Real Property Rights Preservation Act, Chapter 2007, Texas Government Code (the "Act") or other state law, that the City's execution or performance of this Agreement or any authorized amendment or supplements thereto may constitute, either now or in the future, a "Taking" of Developer's or its grantee's, or a grantee's successor's "Private Real Property," as such terms are defined in the Act. Provided, however, that this waiver does not apply to, and Developer and its grantees and successors do not waive their rights under the Act to assert a claim under the Act for any action taken by the City beyond the scope of this Agreement which otherwise may give rise to a cause of action under the Act.

2.13. Developer's Right to Continue Development. The City and Developer hereby acknowledge and agree that Developer may sell a portion of the Tract to one or more Persons who shall be bound by this Agreement and perform the obligations of Developer hereunder. In the event that there is more than one Person acting as a Developer hereunder, the acts or omissions of one Developer which result in that Developer's default shall not be deemed the acts or omissions of any other Developer, and a performing Developer shall not be held liable of the nonperformance of another Developer. In the case of nonperformance by one or more Developers, the City may

pursue all remedies against such nonperforming Developer as set forth in Article III below, but shall not impede the planned or ongoing development activities nor pursue remedies against any other Developer. Notwithstanding the foregoing, if the defaulting Developer is a subsidiary of M/I Homes of Houston, LLC, such subsidiary's default shall also be considered a default of M/I Homes of Houston, LLC hereunder.

2.14: Daynet Internet: Developer agrees that it will allow the City to install the Daynet internet system to each home within the District. Developer further agrees that it will coordinate with Daynet and facilitate Daynet's installation of a fiber optic conduit system within the District. Notwithstanding the foregoing, Developer shall not be responsible for any costs associated with the purchase of a fiber optic conduit system as defined in Section 2.10 of the City Code of Ordinances or the installation thereof.

### ARTICLE III. DEFAULT AND TERMINATION

3.01 Material Breach of Agreement. It is the intention of the parties to this Agreement that the Tract be developed in accordance with the terms of this Agreement.

(a) The parties acknowledge and agree that any substantial deviation by Developer from the material terms of this Agreement would frustrate the intent of this Agreement, and, therefore, would be a material breach of this Agreement. A material breach of this Agreement by Developer shall be deemed to have occurred in the event of failure of Developer to comply with a provision of this Agreement or the City Code provisions applicable to the Tract.

(b) The parties acknowledge and agree that any substantial deviation by the City from the material terms of this Agreement would frustrate the intent of this Agreement and, therefore, would be a material breach of this Agreement. By way of example, a material breach of this Agreement by the City shall be deemed to have occurred in the following instances:

- (1) An attempt by the City to dissolve the District without complying with the terms of this Agreement or in violation of the provisions of the Utility Agreement;
- (2) An attempt by the City to delay or limit reimbursement to Developer in violation of the provisions of this Agreement;
- (3) The imposition or attempted imposition by the City of any moratorium on building or growth on the Tract;
- (4) An attempt by the City to unreasonably withhold approval of a plat or land within the Tract that complies with the requirements of this Agreement;

- (5) An attempt by the City to zone the Tract in a manner that does not permit development consistent with the Master Plan; or
- (6) An attempt by the City to enforce any City code or ordinance within the Tract that is inconsistent with the terms and conditions of this Agreement.

In the event that a party to this Agreement believes that another party has, by act or omission, committed a material breach of this Agreement, the provisions of this Article III shall provide the remedies for such default.

### 3.02 Notice of Developer's Default.

(a) The City shall notify Developer in writing of an alleged failure by Developer to comply with a provision of this Agreement, describing the alleged failure with reasonable particularity. Developer shall, within thirty (30) days after receipt of the notice or a longer period of time as the City may specify in the notice, either cure the alleged failure or, in a written response to the City, either present facts and arguments in refutation or excuse of the alleged failure or state that the alleged failure will be cured and set forth the method and time schedule for accomplishing the cure.

(b) The City shall determine: (i) whether a failure to comply with a provision has occurred; (ii) whether the failure is excusable; and (iii) whether the failure has been cured or will be cured by Developer. The alleged defaulting party shall make available to the City, if requested, any records, documents or other information necessary to make the determination, except to the extent that such information is protected by attorney/client privilege.

(c) If the City determines that the failure has not occurred, or that the failure either has been or will be cured in a manner and in accordance with a schedule reasonably satisfactory to the City, or that the failure is excusable, the determination shall conclude the investigation.

(d) If the City determines that a failure to comply with a provision has occurred and that the failure is not excusable and has not been or will not be cured by Developer in a manner and in accordance with a schedule reasonably satisfactory to the City, then the City may pursue any and all remedies it has at law or equity.

### 3.03 Notice of City's Default.

(a) Developer shall notify the City in writing specifying any alleged failure by the City to comply with a provision of this Agreement, describing the alleged failure with reasonable particularity. The City shall, within thirty (30) days after receipt of the notice or the longer period of time as Developer may specify in the notice, either cure the alleged failure or, in a written response to Developer, either present facts and arguments in refutation or excuse of the alleged failure or state that the alleged failure will be cured and set forth the method and time schedule for accomplishing the cure.

(b) Developer shall determine: (i) whether a failure to comply with a provision has occurred; (ii) whether the failure is excusable; and (iii) whether the failure has been cured or will be cured by the City. The City shall make available to Developer, if requested, any records, documents or other information necessary to make the determination that are subject to the Public Information Act, Chapter 551, Texas Government Code.

(c) If Developer determines that the failure has not occurred, or that the failure either has been or will be cured in a manner and in accordance with a schedule reasonably satisfactory to Developer, or that the failure is excusable, the determination shall conclude the investigation.

(d) If Developer determines a failure to comply with a provision has occurred and that the failure is not excusable and has not been or will not be cured by the City in a manner and in accordance with a schedule reasonably satisfactory to Developer, then Developer may pursue any and all remedies it has at law or equity.

3.04 Remedies. In addition to all the rights and remedies provided under the laws of the State of Texas, because of the peculiar damage each party hereto might suffer by virtue of a default by another party, each party shall be entitled to the equitable remedy of specific performance or mandamus, as well as all other legal and equitable remedies available.

## ARTICLE IV. CITY'S CONSENT TO CREATION; DISTRICT ANNEXATION OF LAND

4.01 Consent to Creation of the District. Concurrently with approval of this Agreement, the City has approved a resolution consenting to creation of the District, and the City agrees that the resolution will be deemed to constitute the City's consent to creation of the District. No further action will be required on the part of the City to evidence its consent; however, the City agrees to provide any additional confirmation of its consent that may be required by Developer or the District if requested to do so. The City shall not be liable for any of District's debts now or in the future unless the City dissolves the District while District debt remains outstanding, in which case the City will be liable for any District's debts that remain after dissolution.

4.02 Annexation of Land by District. The District may not annex additional land located in the City's corporate boundaries or the City's ETJ into the boundaries of the District without the consent of the City. In the event land is annexed into the boundaries of the District with the City's consent, the terms of this Agreement will apply to the annexed land.

#### ARTICLE V. DISSOLUTION

5.01 The City agrees that irrespective of its right and power under existing or subsequently enacted law, it will not dissolve the District until the following conditions have been met:

(a) At least 90% of the developable acreage within the District has been developed with water, wastewater, and drainage facilities. Developable acreage means the total acreage in the District less acreage associated with land uses for roads, utility easements, drainage easements, levee easements, lakes, creeks, bayous, and open space; and

(b) Developer has been reimbursed by the District to the maximum extent permitted by the rules of the TCEQ or the City assumes any obligation for such reimbursement of the District under such rules.

#### ARTICLE VI. MISCELLANEOUS

6.01 Sale of Tract; Assignability. Any agreement by Developer to sell the entirety or any portion of the Tract to a person intending to develop the tract or such portion thereof (a "Successor Developer," whether one or more) and any instrument of conveyance for the entirety or any portion of the Tract to such Successor Developer shall recite and incorporate this Agreement and provide that this Agreement be binding on such Successor Developer. This Agreement is not intended to be, and shall not be, binding on the ultimate purchasers of parcels out of the Tract. This Agreement is assignable to Ashton Woods Homes, Beazer Homes, Conventry Homes, Lennar Homes, Meritage Homes, or Pulte Homes upon written notice to the City; such notice of assignment shall be given within 30 days of an assignment and such notice shall include evidence that the assignee has assumed the obligations under this Agreement. Prior City consent shall be required for any assignment of this Agreement to a builder which is not listed in this Section 6.01.

6.02 Force Majeure. In the event a party is rendered unable, wholly or in part, by force majeure, to carry out any of its obligations under this Agreement, it is agreed that on such party's giving notice and full particulars of such force majeure in writing to the other parties as soon as possible after the occurrence of the cause relied upon, then the obligations of the party giving such notice, to the extent it is affected by force majeure and to the extent that due diligence is being used to resume performance at the earliest

practicable time, shall be suspended during the continuance of any inability so caused to the extent provided, but for no longer period. Such cause shall as far as possible be remedied with all reasonable dispatch.

The term "force majeure" as used herein shall include, but not be limited to, acts of God, strikes, lockouts or other industrial disturbances, acts of the public enemy or of terrorism, war, blockades, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, storms, floods, washouts, droughts, tornadoes, hurricanes, arrests and restraints of governments and people, suspension of issuance of permits by environmental agencies outside the control of any party, explosions, breakage or damage to machinery or pipelines and any other incapacities of any party, whether similar to those enumerated or otherwise, and not within the control of the party claiming such inability, which by the exercise of due diligence and care such party could not have avoided.

6.03 Law Governing. This Agreement shall be governed by the laws of the State of Texas, and no lawsuit shall be prosecuted on this Agreement except in a federal or state court of competent jurisdiction.

6.04 No Additional Waiver Implied. No waiver or waivers of any breach or default (or any breaches or defaults) by any party hereto of any term, covenant, condition, or liability hereunder, or the performance by any party of any duty or obligation hereunder, shall be deemed or construed to be a waiver of subsequent breaches or defaults of any kind, under any circumstances.

6.05 Addresses and Notice. Unless otherwise provided in this Agreement, any notice, communication, request, reply, or advise (herein severally and collectively, for convenience, called "Notice") herein provided or permitted to be given, made, or accepted by any party to another (except bills), must be in writing and may be given or be served by depositing the same in the United States mail postpaid and registered or certified and addressed to the party to be notified. Notice deposited in the mail in the manner hereinabove described shall be conclusively deemed to be effective, unless otherwise stated in this Agreement, from and after the expiration of three (3) days after it is deposited. Notice given in any such other manner shall be effective when received by the party to be notified. For the purpose of notice, addresses of the parties shall, until changed as hereinafter provided, be as follows:

If to the City, to:

City Manager  
City of Dayton  
117 Cook Street  
Dayton, Texas 77535  
Phone: (936) 258-2642

With a copy to:

Mr. Brandon S. Davis  
Olson & Olson, LLP  
1517 Trinity Street  
Liberty, Texas 77575  
Email: bdavis@olsonllp.com  
Phone: (936) 258-5312

If to Developer:

Mr. Brannon Boozer  
M/I Homes of Houston, LLC  
10720 W. Sam Houston Pkwy N  
Houston, Texas, 77064  
Email: bboozer@mihomes.com  
Telephone: (832) 623-0015

With a copy to:

Ms. Katie Sherborne  
Allen Boone Humphries Robinson, LLP  
3200 Southwest Freeway, Suite 2600  
Houston, Texas 77027  
Email: ksherborne@abhr.com  
Telephone: (713) 860-6467

The parties shall have the right from time to time and at any time to change their respective addresses and each shall have the right to specify any other address by at least fifteen (15) days' written notice to the other parties.

6.06 Merger and Modification. This Agreement, including the exhibits that are attached hereto and incorporated herein for all purposes, embodies the entire agreement between the parties relative to the subject hereof. This Agreement shall be subject to change or modification only with the mutual written consent of all the parties.

6.07 Severability. The provisions of this Agreement are severable, and if any part of this Agreement or the application thereof to any person or circumstances shall ever be held by any court of competent jurisdiction to be invalid or unconstitutional for any reason, the remainder of this Agreement and the application of part of this Agreement to other persons or circumstances shall not be affected thereby.

6.08 Benefits of Agreement. This Agreement is for the benefit of the City and Developer, and shall not be construed to confer any benefit on any other person except as expressly provided for herein.

6.09 Recordation. Developer shall record this Agreement and any amendments thereof in the County deed records. In addition, any assignments of this Agreement shall be recorded in the County deed records. This Agreement, when recorded, shall be a covenant running with the land and binding upon the Tract, the parties and their assignees during the term of this Agreement. However, this Agreement shall not be binding upon and shall not constitute any encumbrance to title as to any purchaser of a tract or lot within the Tract who does not intend to resell, subdivide or develop the tract or lot in the ordinary course of business.

6.10 Term. This Agreement shall be in force and effect from the Effective Date and continue for a term of thirty (30) years unless otherwise previously terminated pursuant to some term or condition of this Agreement or by express written agreement by the City and Developer; provided, however, that this Agreement shall automatically terminate in the event that Developer does not close on the purchase of the Tract by June 20, 2025. Furthermore, either Party shall have the option of terminating this agreement if Developer fails to file a preliminary plat on the Tract within eighteen (18) months of executing this Agreement. Upon the expiration of thirty (30) years from the Effective Date of this Agreement, this Agreement may be extended upon mutual consent of Developer and the City.

6.11 Authority for Execution. The City hereby certifies, represents and warrants that the execution of this Agreement is duly authorized and adopted in conformity with the City Charter and City Code. Developer hereby certifies, represents and warrants that the execution of this Agreement is duly authorized and adopted in conformity with the articles of incorporation and bylaws or partnership agreement of such entity.

6.12 Voter Housing. Notwithstanding any other provision of this Agreement to the contrary, a mobile home, trailer, or manufactured housing ("Housing"), at the option of Developer, may be placed on the Tract to house voters for an election confirming the creation of a municipal utility district. Such Housing shall not remain on the Property for a period exceeding twelve (12) months.

6.13 Statutory Verifications.

(a) Foreign Terrorist Organizations. For purposes of Section 2252.152, Texas Government Code, as amended, Developer hereby verifies that it and any parent company, wholly owned subsidiary, majority-owned subsidiary, and affiliate, unless affirmatively declared by the United States government to be excluded from its federal sanction regime relating to Sudan, its federal sanctions regime relating to Iran, or any federal sanctions regime relating to a foreign terrorist organization, are not identified on



a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201 of the Texas Government Code.

(b) Anti-Boycott. For purposes of Sections 2271.002, 2274.002, and 2276.002, Texas Government Code, as amended, Developer hereby verifies that it and any parent company, wholly owned subsidiary, majority owned subsidiary, and affiliate:

i. No Boycott of Israel. Do not boycott Israel and will not boycott Israel during the term of this Agreement. "Boycott Israel" has the meaning provided in Section 808.001 of the Texas Government Code.

ii. No Boycott of Energy Companies. Do not boycott energy companies and will not boycott energy companies during the term of this Agreement. "Boycott energy company" has the meaning provided in Section 809.001 of the Texas Government Code.

iii. No Discrimination Against Firearm Entities: Do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate against a firearm entity or firearm trade association during the term of this Agreement. "Discriminate against a firearm entity or firearm trade association" has the meaning provided in Section 2274.001(3) of the Texas Government Code. "Firearm entity" and "firearm trade association" have the meanings provided in Section 2274.001(6) and (7) of the Texas Government Code.

[EXECUTION PAGES FOLLOW]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in multiple copies, each of equal dignity, as of the Effective Date.

M/I HOMES OF HOUSTON, LLC, a Delaware  
limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF TEXAS       §  
                                  §  
COUNTY OF HARRIS   §

This instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_,  
2024, by \_\_\_\_\_, \_\_\_\_\_ of M/I Homes of Houston, LLC, a Delaware  
limited liability company, on behalf of said company.

\_\_\_\_\_  
Notary Public, State of Texas

(NOTARY SEAL)

CITY OF DAYTON, TEXAS

\_\_\_\_\_  
Martin Mudd, Mayor

ATTEST:

\_\_\_\_\_  
Jennifer Perkins, City Secretary

STATE OF TEXAS       §  
                                  §  
COUNTY OF LIBERTY   §

This instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2024, by Martin Mudd, Mayor, City of Dayton, Texas, and Jennifer Perkins, City Secretary, City of Dayton, Texas, on behalf of said City.

\_\_\_\_\_  
Notary Public, State of Texas

(NOTARY SEAL)

Exhibit A-1  
Metes and Bounds Description of the Tract  
(attachment follows)



## TEXAS PROFESSIONAL SURVEYING, LLC.

3032 N. FRAZIER STREET, CONROE, TEXAS 77303  
(936)756-7447 FAX (936)756-7448  
FIRM REGISTRATION No. 100834-00

### FIELD NOTE DESCRIPTION

308.088 ACRES

IN THE G.C. & S.F. RR. Co. SURVEY, ABSTRACT NUMBER 457  
AND IN THE DAY LAND & CATTLE CO. SURVEY, ABSTRACT NUMBER 518  
LIBERTY COUNTY, TEXAS

BEING a 308.088 acre tract of land situated in the G.C. & S.F. RR. Co. Survey, Abstract Number 457, and in the Day Land & Cattle Co. Survey, Abstract Number 518, Liberty County, Texas, being comprised of the remainder of that certain called 201.2363 acre tract and all of that certain called 100.6000 acre tract, both described in instrument to The John R. McDaniel Family Partnership, Ltd., recorded in Volume 1624, Page 317, of the Deed Records of Liberty County, Texas (D.R.L.C.T.), and all of that certain called 14.033 acre tract described in instrument to The John R. McDaniel Family Partnership, recorded in Volume 1727, Page 598, D.R.L.C.T., said 308.088 acre tract being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2 inch iron rod with cap found in the southeasterly margin of U.S. Highway 90 (US 90), for the common northerly corner of said remainder of 201.2363 acre tract and Lot 1, Block 1, of the Minor Plat of Highway 90 Property, Inc., as shown on the map or plat thereof, recorded under Clerk's File Number 2011012551, of the Official Public Records of Liberty County, Texas (O.P.R.L.C.T.), being the northerly northwest corner of the herein described 308.088 acre tract, said POINT OF BEGINNING having a Texas State Plane value of N: 10,000,805.92, E: 3,996,049.14, Central Zone, grid measurements;

THENCE with the southeasterly margin of said US 90, the northwesterly line of said remainder of 201.2363 acre tract, the following two (2) courses and distances:

1. North 45°53'55" East, 4144.48 feet, to a broken concrete monument found for corner;
2. North 47°47'18" East, 118.16 feet, to a 3/8 inch iron rod found in the southwesterly line of that certain called 8.61 acre tract of the Minor Plat of Mares Place, as shown on the map or plat thereof, recorded under Clerk's File Number 2009009301, O.P.R.L.C.T., for the northerly corner of said remainder of 201.2363 acre tract and the herein described 308.088 acre tract;

THENCE South 40°36'09" East, 626.80 feet, with the common line between said remainder of 201.2363 acre tract and said 8.61 acre tract, to a 3/8 inch iron rod found in the apparent common line between said G.C. & S.F. RR. Co. Survey and said Day Land & Cattle Co. Survey, for the common corner of said remainder of 201.2363 acre tract, said 8.61 acre tract, and the apparent remainder of that certain called 859.789 acre tract now or formerly described in instrument to Gin City Land Company, per Volume 1694, Page 911, O.P.R.L.C.T., being a northeasterly corner of the herein described 308.088 acre tract, from which a 2-1/2 inch iron pipe found for the most easterly common corner of said 8.61 acre tract and said apparent remainder of 859.789 acre tract bears North 49°20'03" East, 557.12 feet;

THENCE South 04°26'47" East, 96.15 feet, with the apparent common line between said G.C. & S.F. RR. Co. Survey and said Day Land & Cattle Co. Survey, the common line between said remainder of 201.2363 acre tract and said apparent remainder of 859.911 acre tract, to an iron bolt found for the common westerly corner of said 14.033 acre tract and said apparent remainder of 859.789 acre tract, being an interior corner of the herein described 308.088 acre tract;

THENCE South 04°59'11" East, 1292.58 feet, with the common line between said 14.033 acre tract and said apparent remainder of 859.789 acre tract, to a fence corner post found for the common northerly corner of said 14.033 acre tract and that certain called 41.93 acre tract described in instrument to Jose Juan Silva and Maria Ascencion Silva (Silva tract), recorded under Clerk's File Number 2010010168, O.P.R.L.C.T., being the most easterly corner of the herein described 308.088 acre tract;

THENCE South 51°46'21" West, 945.98 feet, with the common line between said 14.033 acre tract and said Silva tract, to a 1/2 inch iron rod with cap stamped "TPS 100834-00" set in the apparent common line between said G.C. & S.F. RR. Co. Survey and said Day Land & Cattle Co. Survey, in the easterly line of said remainder of 201.2363 acre tract, for the common westerly corner of said 14.033 acre tract and said 41.83 acre tract, being an interior corner of the herein described 308.088 acre tract;

Page 1 of 2

THENCE South 03°50'06" East, with the apparent common line between said G.C. & S.F. RR. Co. Survey and said Day Land & Cattle Co. Survey, the westerly line of said Silva tract, that certain called 41.93 acre tract described in instrument to Juan Carlos Sura and Irma Sura (Sura tract), recorded under Clerk's File Number 2010010166, O.P.R.L.C.T., Lot 22, of Cedar Farms, as shown on the map or plat thereof, recorded in Volume 10, Page 15, of the Map Records of Montgomery County, Texas (M.R.L.C.T.), and Lot 21, of said Cedar Farms, common to the easterly line of said remainder of 201.2363 acre tract and said 100.6000 acre tract, at a distance of 1019.32 feet, pass a 1/2 inch iron rod with cap found for the common westerly corner of said Silva tract and said Sura tract, at a distance of 1989.28 feet, pass a 2 inch iron pipe found for the common westerly corner of said Sura tract and said Lot 22, in all, a total distance of 2510.10 feet, to a 1/2 inch iron rod with cap stamped "TPS 100834-00" set in the westerly line of said Lot 21, for the southeasterly corner of said 100.6000 acre tract and the herein described 308.088 acre tract;

THENCE South 87°31'54" West, 4072.87 feet, with the southerly line of said 100.6000 acre tract and said remainder of 201.2363 acre tract, to a 1/2 inch iron rod with cap stamped "TPS 100834-00" set in the easterly margin of Farm to Market Road 1413, for the southwesterly corner of said remainder of 201.2363 acre tract and the herein described 308.088 acre tract, from which a 1/2 inch iron rod found for the westerly northwest corner of said Cedar Farms bears South 12°59'52" East, 148.64 feet,

THENCE North 12°59'52" West, 867.38 feet, with the easterly margin of said Farm to Market Road 1413, the westerly line of said remainder of 201.2363 acre tract, to a 1/2 inch iron rod with cap stamped "TPS 100834-00" set for the westerly northwest corner of said 201.2363 acre tract and the herein described 308.088 acre tract;

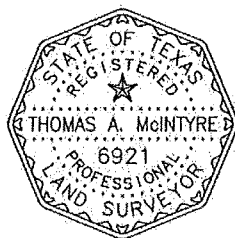
THENCE North 45°54'07" East, with the northerly line of said remainder of 201.2363 acre tract, at a distance of 10.99 feet, pass a 1/2 inch iron rod with cap stamped "TPS 100834-00" found for the southwesterly corner of said Lot 1, of said Highway 90 Property, Inc. minor plat, at a distance of 55.97 feet, pass a 1/2 inch iron rod with cap found for reference, in all, a total distance of 847.99 feet, to a 1/2 inch iron rod with cap found for a common southerly corner of said remainder of 201.2363 acre tract and said Lot 1, of said Highway 90 Property, Inc. Minor Plat, being an interior corner of the herein described 308.088 acre tract;

THENCE North 13°07'04" West, 424.90 feet, continuing, with the common line between said remainder of 201.2363 acre tract and said Highway 90 Property, Inc. Minor Plat, to the POINT OF BEGINNING and containing a computed area of 308.088 acres of land within this Field Note Description.

This Field Note Description was prepared from a survey performed on the ground on April 4, 2024, by Texas Professional Surveying, LLC., Registered Professional Land Surveyors and referenced to Survey Drawing Project 36578.

All coordinates, bearings, distances, and areas shown hereon are grid measurements on GPS observations and referenced to the North American Datum 1983 (NAD83), Texas State Plane Coordinate System, Central Zone, U.S. Survey Feet.

May 6, 2024  
Date:



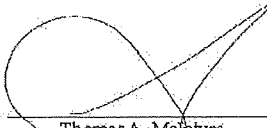
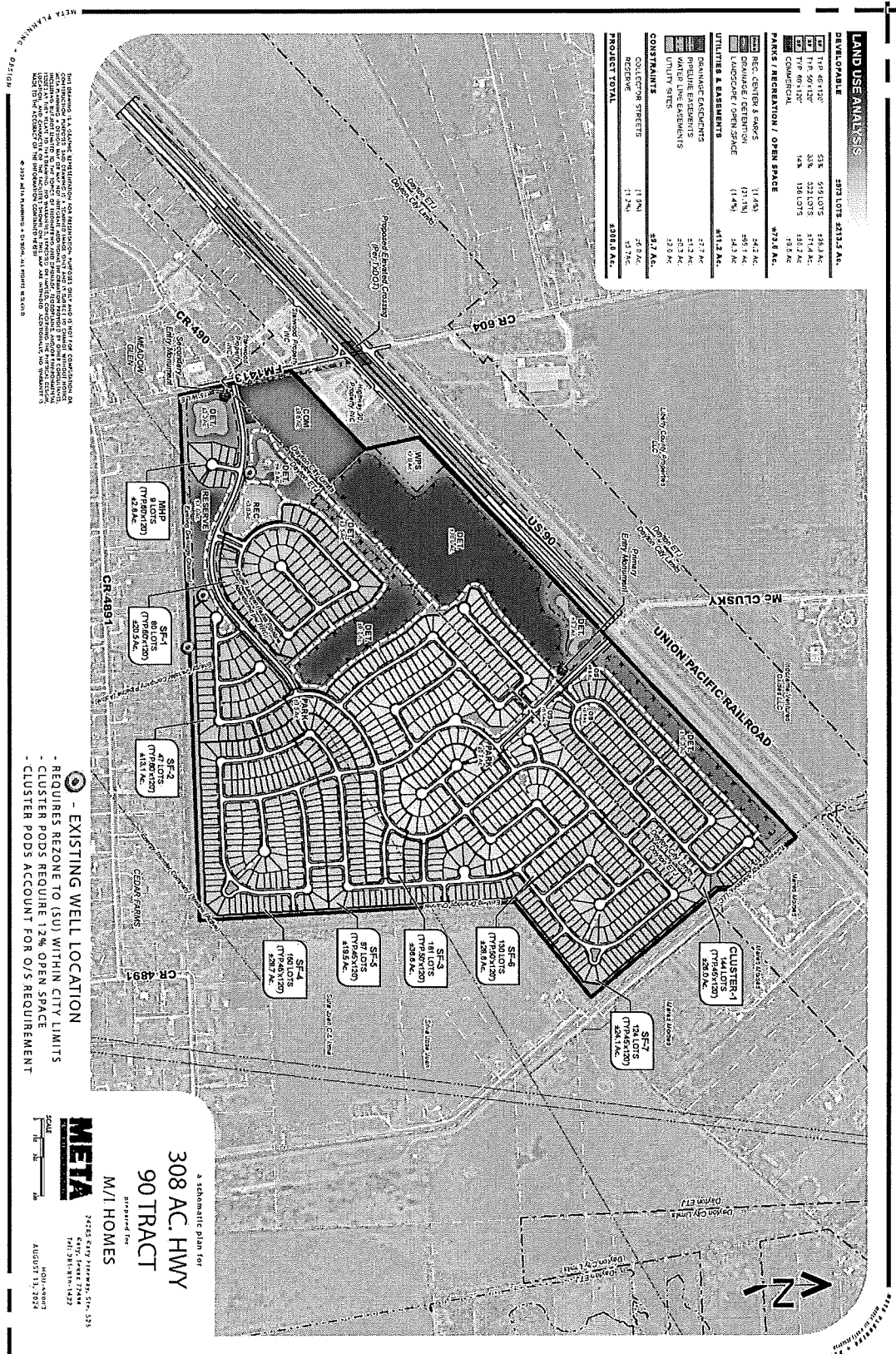
  
Thomas A. McIntyre  
R.P.L.S. No. 6921

Exhibit A-2  
Master Plan  
(attachment follows)



**LAND USE ANALYSIS**

| DEVELOPABLE             |                 | 308 LOT 3213.5 AC. |                 |
|-------------------------|-----------------|--------------------|-----------------|
| RESIDENTIAL             | 176,421 SQ. FT. | 176,421 SQ. FT.    | 176,421 SQ. FT. |
| COMMERCIAL              | 14,310 SQ. FT.  | 14,310 SQ. FT.     | 14,310 SQ. FT.  |
| INDUSTRIAL              | 14,310 SQ. FT.  | 14,310 SQ. FT.     | 14,310 SQ. FT.  |
| RECREATION / OPEN SPACE | 11,410 SQ. FT.  | 11,410 SQ. FT.     | 11,410 SQ. FT.  |
| UTILITIES & EASEMENTS   | 11,410 SQ. FT.  | 11,410 SQ. FT.     | 11,410 SQ. FT.  |
| CONTRIBUTORS            | 11,410 SQ. FT.  | 11,410 SQ. FT.     | 11,410 SQ. FT.  |
| RECEIVE                 | 11,410 SQ. FT.  | 11,410 SQ. FT.     | 11,410 SQ. FT.  |
| <b>PROJECT TOTAL</b>    |                 | <b>408.8 AC.</b>   |                 |

- EXISTING WELL LOCATION
- REQUIRES REZONE TO (SU) WITHIN CITY LIMITS
- CLUSTER PODS REQUIRE 12% OPEN SPACE
- CLUSTER PODS ACCOUNT FOR O/S REQUIREMENT

a schematic plan for  
**308 AC HWY 90 TRACT**  
 M/I HOMES  
 prepared for  
**META**  
 2425 EAST JEFFERSON, SUITE 300  
 DAYTON, OHIO 45424  
 TEL: 937-831-1222  
 AUGUST 11, 2024



# EXHIBIT

## C

# CITY OF DAYTON MUNICIPAL SERVICE PLAN AGREEMENT

2026

M/I Homes of Houston, LLC and Meritage Homes of Texas, LLC

## I. INTRODUCTION

This Municipal Service Plan (“Plan”) is made by the City of Dayton, Texas (“City”) pursuant to Section 43.056 of the Texas Local Government Code. This Plan is related to the proposed 2026 annexation by the City of a tract of land comprised of APPROXIMATELY 228.9 ACRES described in the legal description attached hereto as Exhibit “1”. The Tract is adjacent to the present city limit lines.

## II. SERVICE PROGRAMS

**In General.** This Plan includes one (1) service program and the Operations and Maintenance Program, described below.

**Scope and Quality of Services.** Services under this Plan shall equal or exceed the number of services and the level of services in existence in the Tract immediately preceding annexation or which are otherwise available in other areas of the City with land uses and population densities similar to those reasonably contemplated or projected in the Tract. However, it is not the intent of this Plan to require that a uniform level of services be provided to all areas of the City (including 2026 Annexation of 228.9 acres) where differing characteristics of topography, land utilization and population density are considered as a sufficient basis for providing differing service levels.

## III. OPERATIONS AND MAINTENANCE PROGRAMS

The City will provide the statutory services required by Chapter 43 of the Texas Local Government Code as amended, in effect upon the effective date of the annexation, within sixty (60) days of the effective date of this Plan except as otherwise noted. All other City services will be provided to the same extent they are provided to similar territories elsewhere in the City. These services are as follows:

- (a) **Police Protection.** The Police Department will provide regular and routine patrols to the Tract as a part of its overall patrol activities. The department will respond to any calls for assistance to the Tract upon annexation.
- (b) **Animal Control.** The Animal Control Department and Police Department will provide animal control services to the Tract.
- (c) **Fire Service.** Dayton Volunteer Fire Department will provide fire service.

- (d) Fire Prevention. Fire prevention activities will be provided by the Fire Marshal's office in the form of subdivision and building plan review, and fire inspection of all structures in the Tract.
- (e) Building Inspection-Code Enforcement Service. Building inspection activities will be available upon annexation. The Building Inspection Department will provide consultation with project developers for building code requirements, plan review for structures in the Tract, and on-site inspection service for new construction.
- (f) Environmental Health and Health Code Enforcement Service. Enforcement of the City's environmental health ordinances and regulations shall be provided within this Tract on the effective date of the annexation ordinance. These ordinances and regulations will be enforced through the Building Inspection Department. Complaints of ordinance or regulation violations within this Tract will be answered and investigated by the Health Division beginning with the effective date of the annexation ordinance. All inspection services furnished, but not stated above, will be provided to this Tract beginning on the effective date of the annexation ordinance.
- (g) Planning and Engineering. The planning jurisdiction of the City will extend to this Tract on the effective date of the annexation. All services provided by the Public Works Department will be extended to the Tract upon annexation. The City will provide plan review for all street design and construction to ensure compliance with City street specifications.
- (h) Maintenance of Parks and Recreation. The Tract has no existing parks and recreational facilities. Parks and Recreation Department services will be provided to any Tract residents from all of the City's parks, playgrounds, and other City recreation facilities.
- (i) Street and Drainage Maintenance. The City will assume street and drainage maintenance responsibilities as the area develops in accordance with standard City policy.
- (j) Maintenance of Street Lighting. The City will provide street lighting to the Tract in accordance with standard City policy as the Tract develops.
- (k) Sanitation - Solid Waste Collection and Disposal. Solid waste collection will be made available to the Tract being considered for annexation within thirty (30) days following annexation. Service will be provided in accordance with the rates and conditions provided by City ordinances.
- (l) Maintenance of Water and Wastewater Service. The property owner plans to install new water and wastewater lines on the Property and connect to existing City of Dayton water and wastewater lines. The property owner

must comply with all city regulations regarding the design and installation of water and wastewater systems.

IV. EXISTING AND FUTURE CAPITAL IMPROVEMENTS IN THE CITY WILL BE USED TO SERVE THE TRACT

The City will initiate the construction or acquisition of capital improvements necessary for providing municipal services in compliance with Chapter 43 of the Texas Local Government Code, as amended, in effect upon the effective date of the annexation. Those improvements, which are necessary, are as follows:

- (a) Police Protection. Using existing capital improvements, the City can provide police protection for the Area. The Police Department is currently located at 2004 N. Cleveland St. Additional capital improvements are not necessary at this time to provide police protection to the Area.
- (b) Sanitation - Solid Waste Collection and Disposal. No capital improvements are necessary at this time to provide solid waste collection services within the Tract, as described in the Operations and Maintenance Program.
- (c) Water and Wastewater Services. City water and wastewater service and capacity will be available for the land being annexed as the area develops. Water and wastewater services are not currently available on the Property. However, the Area will be included with other territory concerning planning for new, revised or expanded water and wastewater facilities. A summary of the City's policies concerning the extension of water and wastewater services is attached to and made a part of this plan.
- (d) Streets and Drainage (including lighting). In general, the City will acquire dominion, control and jurisdiction in, over and under drainage ways within the Area upon annexation, pursuant to the Texas Local Government Code and similar provisions and subject to the jurisdiction of other governmental entities. Future extensions of roads or streets and future installation of related facilities such as traffic control devices or streetlights will be provided in accordance with standard City policies and procedures. The Area will be included with other territory concerning planning for new, revised, widened or enlarged roads, streets or related facilities.
- (e) Parks and Recreation. Using existing capital improvements, the city can provide these services. Additional capital improvements are not necessary at this time to provide such services to the Tract. However, the Area will be included with other territory concerning the master planning for new parks or improved facilities at existing parks and playgrounds.
- (f) Other Publicly Owned Facilities, Buildings or Services: Additional Services. In general, other City functions and services, and the additional

services described above, can be provided for the Area by using existing capital improvements. Additional capital improvements at this time are not necessary to provide additional services. However, the Area will be included with other territory concerning planning for new, revised or expanded facilities, functions and services, including the additional services described above.

**SUMMARY OF EXTENSION POLICY FOR  
WATER AND WASTEWATER SERVICE**

The following information is a summary of the City of Dayton's ("City") policies respecting water and wastewater service extensions. It is made in compliance with the Texas Local Government Code, which requires that each annexation plan include a summary of the service extension policy. Nothing in this summary repeals any provision of the ordinances of the City of Dayton.

The City extends water and wastewater services to existing unserved development in the time period required under the Texas Local Government Code. Construction of these service lines is based on a priority schedule that considers potential health hazards, population density, the number of existing buildings, the reasonable cost of providing service, and the desires of the residents of the unserved areas.

Extensions built by the City at its full cost are included in its Capital Improvements Plan, which is updated annually. Placement of an extension or enlargement of water and wastewater lines in the Capital Improvement Plan is based primarily on the following requirements: (1) to provide service to unserved areas, (2) to eliminate wastewater overflows, (3) to provide transmission of water as necessary, and (4) to provide adequate capacity for project service requirements.

Persons wishing to develop land in unserved areas are responsible for constructing water and wastewater service lines and extensions to serve the new development, and must complete the subdivision process, including review by the City. The required size of lines and extensions shall depend on the size and nature of the development. New developments and connections are subject to water and wastewater impact fees adopted by the City of Dayton.

This Service Plan Agreement is approved this \_\_\_\_\_ day of \_\_\_\_\_, 2026 by the City of Dayton, Texas and M/I Homes of Houston, LLC and Meritage Homes of Texas, LLC.

CITY OF DAYTON

M/I Homes of Houston, LLC

\_\_\_\_\_  
Martin Mudd, Mayor

Meritage Homes of Texas, LLC  
  
\_\_\_\_\_

# EXHIBIT

# 1

EXHIBIT A

February 21, 2025  
Job No. S001-2040-0200

DAYTON TRACT

DESCRIPTION OF  
228.9 ACRES

BEING a 228.9 acre tract of land situated in the GC&SF RR CO Survey, Section 23, Abstract No. 457 and the DL&C CO Survey, Abstract No. 518 and being a portion of a called 308.088 acre tract of land as described in an instrument to M/I Homes of Houston, LLC and Meritage Homes recorded under File Number (F.N.) 2025004435 of the Official Public Records of Liberty County (O.P.R.L.C.), said 228.9 acre tract of land described by metes and bounds as follows, with all bearings based on the Texas Coordinate System of 1983 (NAD83), Central Zone 4203:

**COMMENCING** at a 1/2-inch iron rod with cap stamped "RPLS 1655" found for the Southeast corner of a called 326.5 acre tract of land as described in an instrument to Hugh Ernest McDaniel recorded under F.N. 2024001778 of the O.P.R.L.C. and an interior corner of Block 1 of CEDAR FARMS, a subdivision per plat recorded under Volume (Vol.) 10, Page (Pg.) 15 of the Liberty County Map Records (L.C.M.R.), from which a found 1/2-inch iron rod with cap stamped "PREMIER SURVEYING" bears North 24°29'06" West, a distance of 4.62 feet;

Thence, North 02°41'29" West, along and with the East line of said 326.5 acre tract and the West line of Lot 21 of said CEDAR FARMS, a distance of 121.49 feet to the **POINT OF BEGINNING** and the Southeast corner of the herein described tract and said 308.088 acre tract;

Thence, South 87°31'54" West, along and with the South line of said 308.088 acre tract, a distance of 4,068.38 feet to the Southwest corner of the herein described tract and said 308.088 acre tract, lying on the Easterly right-of-way line of F.M. 1413 (70 feet wide) recorded under Vol. 356, Pg. 279 L.C.D.R. Vol. 345, Pg. 384 L.C.D.R., Vol. 616, Pg. 760 L.C.D.R., Vol. 3, Pg. 238 of the Liberty County Civil Minutes (L.C.C.M.), and Vol. 3, Pg. 237 L.C.C.M.;

Thence, North 13°23'25" West, along and with the West line of said 308.088 acre tract and the East right-of-way line of said F.M. 1413, a distance of 551.79 feet to the Northwest corner of the herein described tract;

Thence, over and across said 308.088 acre tract, the following courses and distance:

North 42°45'46" East, a distance of 38.62 feet to a point for corner;



EXHIBIT A

February 21, 2025  
Job No. S001-2040-0200

DAYTON TRACT

North 42°37'29" East, a distance of 78.72 feet to a point for corner;

North 42°37'37" East, a distance of 40.91 feet to a point for corner;

South 27°36'26" East, a distance of 157.51 feet to an interior corner of the herein described tract;

North 41°53'02" East, a distance of 360.42 feet to a point for corner;

North 41°51'04" East, a distance of 233.50 feet to a point for corner;

North 45°15'57" East, a distance of 1,873.15 feet to a point for corner;

North 45°15'04" East, a distance of 701.44 feet to a point for corner;

North 45°50'20" East, a distance of 1,676.60 feet to a point for corner;

North 45°47'16" East, a distance of 405.00 feet to a point for corner;

North 45°49'19" East, a distance of 44.00 feet to the Northeast corner of the herein described tract, lying on an Easterly line of said 308.088 acre tract;

Thence, South 04°26'47" East, along and with an Easterly line of said 308.088 acre tract, a distance of 7.94 feet to an iron bolt found for an interior corner of the herein described tract and said 308.088 acre tract;

Thence, South 40°59'11" East, continuing along and with an Easterly line of said 308.088 acre tract, a distance of 1,292.58 feet to the most Easterly corner of the herein described tract and said 308.088 acre tract, same being the Northeast corner of a called 41.93 acre tract of land as described in an instrument to Juan Carlos Sura and Maria Ascencion Silva;

EXHIBIT A

February 21, 2025  
Job No. S001-2040-0200

DAYTON TRACT

Thence, South 51°46'21" West, along and with a Southeasterly line of said 308.088 acre tract and the Northwesterly line of said 41.93 acre tract, a distance of 945.98 feet to an interior corner of the herein described tract and said 308.088 acre tract, same being the Northwest corner of said 41.93 acre tract;

Thence, South 03°50'07" East, along and with an Easterly line of said 308.088 acre tract and the West line of said 41.93 acre tract, a distance of 1,019.32 feet to a 1/2-inch iron rod with cap found for the Southwest corner of said 41.93 acre tract and the Northwest corner of a called 41.93 acre tract of land as described in an instrument to Jaun Carlos Sura and Irma Sura recorded under F.N. 2010010166 of the O.P.R.L.C.;

Thence, South 03°48'37" East, along and with an Easterly line of said 308.088 acre tract and the West line of said 41.93 acre tract as described in an instrument recorded under F.N. 2010010166 of the O.P.R.L.C., a distance of 969.81 feet to a 2-inch iron pipe found for the Southwest corner of said 41.93 acre tract as described in an instrument recorded under F.N. 2010010166 of the O.P.R.L.C. and the Northwest corner of Lot 22 of said CEDAR FARMS;

Thence, South 02°41'19" East, along and with an Easterly line of said 308.088 acre tract a Westerly line of said CEDAR FARM, a distance of 520.81 feet to the **POINT OF BEGINNING** and containing 228.9 acres of land.



*Clayton Gafford*  
Clayton Gafford RPLS No. 6957  
LJA Surveying, Inc  
3600 W. Sam Houston, Pkwy S. Suite 175  
Houston, Texas 77042  
Telephone: (713) 953-5200  
TBPLS Licensed Surveying Firm No. 10194382

PETITION FOR ANNEXATION  
INTO THE CITY OF DAYTON, TEXAS

THE STATE OF TEXAS           §  
                                          §  
COUNTY OF LIBERTY         §

TO THE HONORABLE MAYOR AND CITY COUNCIL OF THE CITY OF DAYTON,  
TEXAS:

The undersigned, **M/I HOMES OF HOUSTON, LLC**, a Delaware limited liability company, and **MERITAGE HOMES OF TEXAS, LLC**, an Arizona limited liability company (the "Petitioners"), acting pursuant to Section 43.0671 of the Texas Local Government Code, together with all amendments and additions thereto, respectfully petition the Mayor and the City Council of the City of Dayton, Texas (the "City") to extend the present city limits so as to include and annex as part of the City the tract of land described by metes and bounds in **Exhibit A** (the "Land"), which is attached hereto and incorporated herein for all purposes, and further petition the City to negotiate and enter into a written agreement with Petitioners for the provision of services in the area. In support of this petition, Petitioners would show the following:

1. The Land is comprised of 228.9 acres within the extraterritorial jurisdiction of the City of Dayton (as such term is defined in Texas Local Government Code Section 42.001 et seq., as amended).

2. The Land is described by metes and bounds in **Exhibit A**, which is attached hereto and incorporated herein for all purposes.

3. Petitioners hereby certify that they are the sole owners of the Land, and that this Petition is signed and acknowledged by each and every person, corporation or entity owning the Land or having an ownership interest in any part of the Land. Petitioners acknowledge the City has entered into a development agreement with Petitioners.

4. Prior to annexation of the Land into the City, Petitioners agree that they will negotiate and enter into a written agreement with the City for the provision of services in the area. Such agreement will include: (1) a list of each service the City will provide on the effective date of the annexation; and (2) a schedule that includes the period within which City will provide each service that is not provided on the effective date of the annexation.

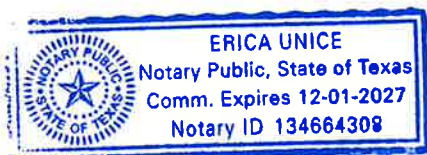
RESPECTFULLY SUBMITTED this 4 day of March, 2025.

**M/I HOMES OF HOUSTON, LLC**  
a Delaware limited liability company

By: [Signature]  
Name: Brannon Boozer  
Title: VICE PRESIDENT

THE STATE OF TEXAS   §  
                                          §  
COUNTY OF HARRIS   §

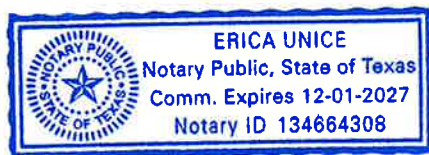
This instrument was acknowledged before me on the 4 day of March, 2025, by Brannon Boozer, VICE PRESIDENT of **M/I HOMES OF HOUSTON, LLC**, a Delaware limited liability company, on behalf of said limited liability company.



[Signature]

Notary Public, State of Texas

(NOTARY SEAL)



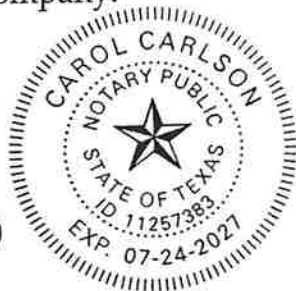
**MERITAGE HOMES OF TEXAS, LLC**  
an Arizona limited liability company

By: [Signature]  
Name: Greg Clotter  
Title: Vice President of Land Development

THE STATE OF TEXAS           §  
                                             §  
COUNTY OF Harris           §

This instrument was acknowledged before me on March 7, 2025, by Greg Clotter, as VP of Land Development of **MERITAGE HOMES OF TEXAS, LLC**, an Arizona limited liability company, on behalf of said limited liability company.

(NOTARY SEAL)



[Signature]

Notary Public, State of Texas

## DAYTON TRACT

DESCRIPTION OF  
228.9 ACRES

BEING a 228.9 acre tract of land situated in the GC&SF RR CO Survey, Section 23, Abstract No. 457 and the DL&C CO Survey, Abstract No. 518 and being a portion of a called 308.088 acre tract of land as described in an instrument to M/I Homes of Houston, LLC and Meritage Homes recorded under File Number (F.N.) 2025004435 of the Official Public Records of Liberty County (O.P.R.L.C.), said 228.9 acre tract of land described by metes and bounds as follows, with all bearings based on the Texas Coordinate System of 1983 (NAD83), Central Zone 4203:

**COMMENCING** at a 1/2-inch iron rod with cap stamped "RPLS 1655" found for the Southeast corner of a called 326.5 acre tract of land as described in an instrument to Hugh Ernest McDaniel recorded under F.N. 2024001778 of the O.P.R.L.C. and an interior corner of Block 1 of CEDAR FARMS, a subdivision per plat recorded under Volume (Vol.) 10, Page (Pg.) 15 of the Liberty County Map Records (L.C.M.R.), from which a found 1/2-inch iron rod with cap stamped "PREMIER SURVEYING" bears North 24°29'06" West, a distance of 4.62 feet;

Thence, North 02°41'29" West, along and with the East line of said 326.5 acre tract and the West line of Lot 21 of said CEDAR FARMS, a distance of 121.49 feet to the **POINT OF BEGINNING** and the Southeast corner of the herein described tract and said 308.088 acre tract;

Thence, South 87°31'54" West, along and with the South line of said 308.088 acre tract, a distance of 4,068.38 feet to the Southwest corner of the herein described tract and said 308.088 acre tract, lying on the Easterly right-of-way line of F.M. 1413 (70 feet wide) recorded under Vol. 356, Pg. 279 L.C.D.R. Vol. 345, Pg. 384 L.C.D.R., Vol. 616, Pg. 760 L.C.D.R., Vol. 3, Pg. 238 of the Liberty County Civil Minutes (L.C.C.M.), and Vol. 3, Pg. 237 L.C.C.M.;

Thence, North 13°23'25" West, along and with the West line of said 308.088 acre tract and the East right-of-way line of said F.M. 1413, a distance of 551.79 feet to the Northwest corner of the herein described tract;

Thence, over and across said 308.088 acre tract, the following courses and distance:

North 42°45'46" East, a distance of 38.62 feet to a point for corner;

EXHIBIT A

February 21, 2025  
Job No. S001-2040-0200

DAYTON TRACT

North 42°37'29" East, a distance of 78.72 feet to a point for corner;

North 42°37'37" East, a distance of 40.91 feet to a point for corner;

South 27°36'26" East, a distance of 157.51 feet to an interior corner of the herein described tract;

North 41°53'02" East, a distance of 360.42 feet to a point for corner;

North 41°51'04" East, a distance of 233.50 feet to a point for corner;

North 45°15'57" East, a distance of 1,873.15 feet to a point for corner;

North 45°15'04" East, a distance of 701.44 feet to a point for corner;

North 45°50'20" East, a distance of 1,676.60 feet to a point for corner;

North 45°47'16" East, a distance of 405.00 feet to a point for corner;

North 45°49'19" East, a distance of 44.00 feet to the Northeast corner of the herein described tract, lying on an Easterly line of said 308.088 acre tract;

Thence, South 04°26'47" East, along and with an Easterly line of said 308.088 acre tract, a distance of 7.94 feet to an iron bolt found for an interior corner of the herein described tract and said 308.088 acre tract;

Thence, South 40°59'11" East, continuing along and with an Easterly line of said 308.088 acre tract, a distance of 1,292.58 feet to the most Easterly corner of the herein described tract and said 308.088 acre tract, same being the Northeast corner of a called 41.93 acre tract of land as described in an instrument to Juan Carlos Sura and Maria Ascencion Silva;

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DAYTON TRACT

Thence, South 51°46'21" West, along and with a Southeasterly line of said 308.088 acre tract and the Northwesterly line of said 41.93 acre tract, a distance of 945.98 feet to an interior corner of the herein described tract and said 308.088 acre tract, same being the Northwest corner of said 41.93 acre tract;

Thence, South 03°50'07" East, along and with an Easterly line of said 308.088 acre tract and the West line of said 41.93 acre tract, a distance of 1,019.32 feet to a 1/2-inch iron rod with cap found for the Southwest corner of said 41.93 acre tract and the Northwest corner of a called 41.93 acre tract of land as described in an instrument to Jaun Carlos Sura and Irma Sura recorded under F.N. 2010010166 of the O.P.R.L.C.;

Thence, South 03°48'37" East, along and with an Easterly line of said 308.088 acre tract and the West line of said 41.93 acre tract as described in an instrument recorded under F.N. 2010010166 of the O.P.R.L.C., a distance of 969.81 feet to a 2-inch iron pipe found for the Southwest corner of said 41.93 acre tract as described in an instrument recorded under F.N. 2010010166 of the O.P.R.L.C. and the Northwest corner of Lot 22 of said CEDAR FARMS;

Thence, South 02°41'19" East, along and with an Easterly line of said 308.088 acre tract a Westerly line of said CEDAR FARM, a distance of 520.81 feet to the **POINT OF BEGINNING** and containing 228.9 acres of land.



*Clayton Gafford*  
Clayton Gafford RPLS No. 6957  
LJA Surveying, Inc  
3600 W. Sam Houston, Pkwy S. Suite 175  
Houston, Texas 77042  
Telephone: (713) 953-5200  
TBPLS Licensed Surveying Firm No. 10194382





TO: Martin Mudd

FROM: Chris Chavis

RE: Consider with possible action on Ordinance No. O2026-2 annexing the portion of the 14.999-acre tract of land not already located within the City of Dayton's City Limits into the City of Dayton, providing for the extension of certain boundary limits of the city to include described property within said city limits; Providing that annexed territory bears pro rata part of taxes; Granting to all the inhabitants of said property all the rights and privileges of other citizens and binding said inhabitants by all the acts, ordinances, resolutions of said city; Adopting a service plan agreement for the annexed properties; and Providing a savings clause.

DATE: February 9, 2026

COMMENTS:

The subject parcel is mostly within the city limits due to a previous annexation, which included the land area for a 1,000 feet from the front property line. However, the tract is approximately 1,089 feet in depth, so the most northern portion of the parcel is outside the city limits. This voluntary annexation will put the entire tract of land into the city limits.

AVAILABLE FUNDING:

N/A

ACTION REQUESTED:

Approve Ordinance No. O2026-2, as presented.

ATTACHMENTS:

[20260203145551659.pdf](#)

[VoluntaryAnnexationLetter\\_7356\\_FM1960](#)

## ORDINANCE O2026-2

**AN ORDINANCE OF THE CITY OF DAYTON, TEXAS ANNEXING THE PORTION OF THE 14.999 ACRE TRACT OF LAND NOT ALREADY LOCATED WITHIN THE CITY OF DAYTON'S CITY LIMITS INTO TO THE CITY OF DAYTON, TEXAS, PROVIDING FOR THE EXTENSION OF CERTAIN BOUNDARY LIMITS OF THE CITY TO INCLUDE SAID HEREINAFTER DESCRIBED PROPERTY WITHIN SAID CITY LIMITS; PROVIDING THAT ANNEXED TERRITORY BEARS PRO RATA PART OF TAXES; GRANTING TO ALL THE INHABITANTS OF SAID PROPERTY ALL THE RIGHTS AND PRIVILEGES OF OTHER CITIZENS AND BINDING SAID INHABITANTS BY ALL OF THE ACTS, ORDINANCES, RESOLUTIONS, AND REGULATIONS OF SAID CITY; ADOPTING A SERVICE PLAN AGREEMENT FOR THE ANNEXED PROPERTIES; AND PROVIDING A SAVINGS CLAUSE.**

**WHEREAS**, Chapter 43 of the Texas Local Government Code and the Charter of the City of Dayton, Texas, an incorporated home-rule municipality, authorize the annexation of territory, subject to the laws of this state; and

**WHEREAS**, a public hearing was held on February 9, 2026 in the City Council Chambers of the City of Dayton, Texas where all interested persons were provided with an opportunity to be heard on the proposed annexation of the territory fully described in Exhibit "A" attached hereto and incorporated herein; and

**WHEREAS**, the above described territory lies either within the city of Dayton's city limits or the extraterritorial jurisdiction of the City of Dayton, Texas; and

**WHEREAS**, the procedures prescribed by the Texas Local Government Code and the Charter of the City of Dayton, Texas, and the laws of this state have been duly followed with respect to the annexation of the approximately 14.999 acre tract described in Exhibit "A"; and

**WHEREAS**, the owner of the Property petitioned the City of Dayton for annexation; and

**WHEREAS**, the Property Owner and the City of Dayton both agree to the Service Plan Agreement attached hereto as Exhibit "B".

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

**Section 1.** That all of the recitals and preambles hereinabove stated are found to be true and correct and are incorporated herein and made a part of this ordinance.

**Section 2.** That the heretofore described property described in Exhibit "A" is hereby annexed to the City of Dayton, Liberty County, Texas, and that the boundary limits of the City of Dayton be and the same are hereby extended to include the above described territory within the city limits of the City of Dayton, Texas, and the same shall hereafter be included within the territorial limits of said city, and the inhabitants thereof shall hereafter be entitled to all the rights and privileges of other citizens of the city of Dayton, and they shall be bound by the acts, ordinances, resolutions,

and regulations of said City, and the property so added hereby shall bear its pro rata part of the taxes levied by the City of Dayton, Texas.

**Section 3.** A Service Plan Agreement for the area is hereby approved and adopted and is attached hereto as Exhibit "B".

**Section 4.** Should any section or part of this ordinance be held unconstitutional, illegal, or invalid, or the application thereof ineffective or inapplicable as to any territory, such unconstitutionality, illegality, invalidity, or ineffectiveness of such sections or part shall in no wise affect, impair, or invalidate the remaining portion or portions thereof, but as to such remaining portion or portions, the same shall be and remain in full force and effect.

**Section 5.** The City Secretary is hereby directed to file with the County Clerk of Liberty County, Texas, a certified copy of this ordinance.

**Section 6.** The above and foregoing ordinance shall be in full force and effect from and after its adoption.

PASSED AND APPROVED in Dayton, Texas this \_\_\_\_\_ day of February 2026.

CITY OF DAYTON, TEXAS

\_\_\_\_\_  
Martin Mudd, Mayor

ATTEST:

\_\_\_\_\_  
Jennifer Perkins, City Secretary

SWORN TO AND SUBSCRIBED BEFORE ME by the said Martin Mudd, Mayor of the City of Dayton, Texas, this \_\_\_\_ day of \_\_\_\_\_, 2026, to certify which witness my hand and seal of office.

\_\_\_\_\_  
Notary Public, State of Texas

Approved as to form and substance:

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

SWORN TO AND SUBSCRIBED BEFORE ME by the said \_\_\_\_\_,  
this \_\_\_\_ day of \_\_\_\_\_, 2026, on behalf of \_\_\_\_\_,  
to certify which witness my hand and seal of office.

\_\_\_\_\_  
Notary Public, State of Texas

# EXHIBIT

## A

Metes and Bounds Description  
Of 14.999 Acres of Land  
In The  
H. & T.C. R.R. Co. Survey, Block 3,  
Section 127, Abstract No. 260  
Liberty County, Texas

All that certain 14.999 acres of land located in the H.&T.C. R.R. Company Survey, Block 3, Section 127, Abstract No. 260, Liberty County, Texas, being that called 15.019 acre tract of land conveyed to American Underground Services, Inc. as recorded under Clerk's File No. 2024042972 of the Records of Liberty County, Texas, said 14.999 acre tract being more particularly described by metes and bounds as follows:

**COMMENCING** at a found 1-inch iron pipe found at southeast cutback corner of the east right-of-way line of Farm to Market Road 686 (a 100 foot wide public right-of-way) located in the north right-of-way line of Farm to Market Road 1960 (a 120 foot wide public right-of-way), said 1-inch iron pipe located at the southerly southwest corner of the called 8.703 acre tract of land conveyed to AZ Estate Investment, LLC as recorded under Clerk's File No. 2024000034 of the Records of Liberty County, Texas, from which a 1/2-inch iron rod with cap stamped "RPLS # 1655" located at the westerly southwest corner of said 8.703 acre tract in said east right-of-way line of F.M. 686 was found bearing North 51 degrees 41 minutes 11 seconds West at a distance of 139.95 feet, said 1/2-inch iron rod with cap stamped "RPLS # 1655", having a grid coordinate value of N: 13,949,589.30 and E: 3,236,263.42; **THENCE**, North 88 degrees 10 minutes 21 seconds East, with said north right-of-way line of F.M. 1960 common with the south line of said 8.703 acre tract for a distance of 245.30 feet to a 5/8-inch iron rod found at the southeast corner of said 8.703 acre tract and at the southwest corner of the called 5.000 acre "Tract M-4" conveyed to Majovi Enterprises, Inc. as recorded under Clerk's File No. 2013016570 of the Records of Liberty County, Texas; **THENCE**, North 88 degrees 04 minutes 31 seconds East, continuing with said north right-of-way line of F.M. 1960 common with the south line of said 5.000 acre "Tract M-4" for a distance of 199.91 feet to 1/2-inch iron rod found at the southeast corner of said 5.000 acre "Tract M-4" and the southwest corner of said 15.019 acre tract, said 1/2-inch iron rod marking the southwest corner and **POINT OF BEGINNING** of the herein described 14.999 acre tract, having a grid coordinate value of N: 13,949,603.84 and E: 3,236,708.39;

**THENCE**, North 01 degrees 28 minutes 45 seconds West, with the east line of said 5.000 acre "Tract M-4" common with the west line of said 15.019 acre tract for a distance of 1,089.13 feet to a 1/2-inch iron rod with cap stamped "GH SHIPMAN 1777" located at the northeast corner of said 5.000 acre "Tract M-4" and the northwest corner of said 15.019 acre tract and marking the northwest corner of the herein described 14.999 acre tract;

**THENCE**, North 88 degrees 10 minutes 16 seconds East, across the residue of the called 100.009 acre tract conveyed to Juan Pablo and Suhai Morin Fuentes as recorded under Clerk's File No. 2015012363 of the Records of Liberty County, Texas and with the north line of said 15.019 acre tract for a distance of 599.90 feet to a 1/2-inch iron rod with cap at the northeast corner of said 15.019 acre tract located in the west line of the called 82.887 acre tract conveyed to Hithas, LLC, et al as recorded under Clerk's File No. 2022038524 of the Records of Liberty County, Texas, said 1/2-inch iron rod with cap marking the northeast corner of the herein described 14.999 acre tract;

**THENCE**, South 01 degrees 28 minutes 58 seconds East, with said west line of the 82.887 acre tract common with the east line of said 15.019 acre tract for a distance of 1,088.95 feet to a 5/8-inch iron rod found

at the southwest corner of said 82.887 acre tract located in said north right-of-way line of F.M. 1960 and marking the southeast corner of the herein described 14.999 acre tract;

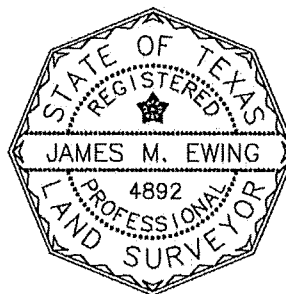
**THENCE**, South 88 degrees 09 minutes 16 seconds West, with said north right-of-way line of F.M. 1960 common with the south line of said 15.019 acre tract for a distance of 599.98 feet, to the **POINT OF BEGINNING**, and containing 14.999 acres (653,347 square feet) of land, more or less.

NOTE: All bearings and coordinates are based on the Texas State Plane Coordinate System, North American Datum of 1983, South Central Zone (4204) and may be converted to surface by applying a combined scale factor of 0.99988584. Distances shown have surface values (U.S. Survey Feet) and acreage shown was calculated using surface values.

\*\*\* SURVEYOR'S CERTIFICATE \*\*\*

TO ALL PARTIES INTERESTED IN TITLE TO THE PREMISES SURVEYED, I DO HEREBY STATE THAT THE ABOVE LEGAL DESCRIPTION WAS PREPARED FROM PUBLIC RECORDS AND FROM AN ACTUAL AND ACCURATE SURVEY UPON THE GROUND AND THAT SAME IS TRUE AND CORRECT.

By: James M. Ewing  
 Surveyor's Name: James M. Ewing  
 Registered Professional Land Surveyor, Texas No. 4892  
 Date: April 22, 2025  
 Job No. WPMA2502.00







# EXHIBIT

# B

**CITY OF DAYTON**  
**MUNICIPAL SERVICE PLAN AGREEMENT**  
**2026**  
**Dayton Business Park**

I. INTRODUCTION

This Municipal Service Plan (“Plan”) is made by the City of Dayton, Texas (“City”) pursuant to Section 43.056 of the Texas Local Government Code. This Plan is related to the proposed 2026 annexation by the City of a tract of land comprised of APPROXIMATELY 14.999 ACRES described in the legal description attached hereto as Exhibit “1”. The Tract is adjacent to the present city limit lines.

II. SERVICE PROGRAMS

**In General.** This Plan includes one (1) service program and the Operations and Maintenance Program, described below.

**Scope and Quality of Services.** Services under this Plan shall equal or exceed the number of services and the level of services in existence in the Tract immediately preceding annexation or which are otherwise available in other areas of the City with land uses and population densities similar to those reasonably contemplated or projected in the Tract. However, it is not the intent of this Plan to require that a uniform level of services be provided to all areas of the City (including 2026 Annexation of 14.999 acres) where differing characteristics of topography, land utilization and population density are considered as a sufficient basis for providing differing service levels.

III. OPERATIONS AND MAINTENANCE PROGRAMS

The City will provide the statutory services required by Chapter 43 of the Texas Local Government Code as amended, in effect upon the effective date of the annexation, within sixty (60) days of the effective date of this Plan except as otherwise noted. All other City services will be provided to the same extent they are provided to similar territories elsewhere in the City. These services are as follows:

- (a) Police Protection. The Police Department will provide regular and routine patrols to the Tract as a part of its overall patrol activities. The department will respond to any calls for assistance to the Tract upon annexation.
- (b) Animal Control. The Animal Control Department and Police Department will provide animal control services to the Tract.
- (c) Fire Service. Dayton Volunteer Fire Department will provide fire service.

- (d) Fire Prevention. Fire prevention activities will be provided by the Fire Marshal's office in the form of subdivision and building plan review, and fire inspection of all structures in the Tract.
- (e) Building Inspection-Code Enforcement Service. Building inspection activities will be available upon annexation. The Building Inspection Department will provide consultation with project developers for building code requirements, plan review for structures in the Tract, and on-site inspection service for new construction.
- (f) Environmental Health and Health Code Enforcement Service. Enforcement of the City's environmental health ordinances and regulations shall be provided within this Tract on the effective date of the annexation ordinance. These ordinances and regulations will be enforced through the Building Inspection Department. Complaints of ordinance or regulation violations within this Tract will be answered and investigated by the Health Division beginning with the effective date of the annexation ordinance. All inspection services furnished, but not stated above, will be provided to this Tract beginning on the effective date of the annexation ordinance.
- (g) Planning and Engineering. The planning jurisdiction of the City will extend to this Tract on the effective date of the annexation. All services provided by the Public Works Department will be extended to the Tract upon annexation. The City will provide plan review for all street design and construction to ensure compliance with City street specifications.
- (h) Maintenance of Parks and Recreation. The Tract has no existing parks and recreational facilities. Parks and Recreation Department services will be provided to any Tract residents from all of the City's parks, playgrounds, and other City recreation facilities.
- (i) Street and Drainage Maintenance. The City will assume street and drainage maintenance responsibilities as the area develops in accordance with standard City policy.
- (j) Maintenance of Street Lighting. The City will provide street lighting to the Tract in accordance with standard City policy as the Tract develops.
- (k) Sanitation - Solid Waste Collection and Disposal. Solid waste collection will be made available to the Tract being considered for annexation within thirty (30) days following annexation. Service will be provided in accordance with the rates and conditions provided by City ordinances.
- (l) Maintenance of Water and Wastewater Service. The property owner plans to install new water and wastewater lines on the Property and connect to existing City of Dayton water and wastewater lines. The property owner

must comply with all city regulations regarding the design and installation of water and wastewater systems.

IV. EXISTING AND FUTURE CAPITAL IMPROVEMENTS IN THE CITY WILL BE USED TO SERVE THE TRACT

The City will initiate the construction or acquisition of capital improvements necessary for providing municipal services in compliance with Chapter 43 of the Texas Local Government Code, as amended, in effect upon the effective date of the annexation. Those improvements, which are necessary, are as follows:

- (a) Police Protection. Using existing capital improvements, the City can provide police protection for the Area. The Police Department is currently located at 2004 N. Cleveland St. Additional capital improvements are not necessary at this time to provide police protection to the Area.
- (b) Sanitation - Solid Waste Collection and Disposal. No capital improvements are necessary at this time to provide solid waste collection services within the Tract, as described in the Operations and Maintenance Program.
- (c) Water and Wastewater Services. City water and wastewater service and capacity will be available for the land being annexed as the area develops. Water and wastewater services are not currently available on the Property. However, the Area will be included with other territory concerning planning for new, revised or expanded water and wastewater facilities. A summary of the City's policies concerning the extension of water and wastewater services is attached to and made a part of this plan.
- (d) Streets and Drainage (including lighting). In general, the City will acquire dominion, control and jurisdiction in, over and under drainage ways within the Area upon annexation, pursuant to the Texas Local Government Code and similar provisions and subject to the jurisdiction of other governmental entities. Future extensions of roads or streets and future installation of related facilities such as traffic control devices or streetlights will be provided in accordance with standard City policies and procedures. The Area will be included with other territory concerning planning for new, revised, widened or enlarged roads, streets or related facilities.
- (e) Parks and Recreation. Using existing capital improvements, the city can provide these services. Additional capital improvements are not necessary at this time to provide such services to the Tract. However, the Area will be included with other territory concerning the master planning for new parks or improved facilities at existing parks and playgrounds.
- (f) Other Publicly Owned Facilities, Buildings or Services: Additional Services. In general, other City functions and services, and the additional

services described above, can be provided for the Area by using existing capital improvements. Additional capital improvements at this time are not necessary to provide additional services. However, the Area will be included with other territory concerning planning for new, revised or expanded facilities, functions and services, including the additional services described above.

**SUMMARY OF EXTENSION POLICY FOR  
WATER AND WASTEWATER SERVICE**

The following information is a summary of the City of Dayton's ("City") policies respecting water and wastewater service extensions. It is made in compliance with the Texas Local Government Code, which requires that each annexation plan include a summary of the service extension policy. Nothing in this summary repeals any provision of the ordinances of the City of Dayton.

The City extends water and wastewater services to existing unserved development in the time period required under the Texas Local Government Code. Construction of these service lines is based on a priority schedule that considers potential health hazards, population density, the number of existing buildings, the reasonable cost of providing service, and the desires of the residents of the unserved areas.

Extensions built by the City at its full cost are included in its Capital Improvements Plan, which is updated annually. Placement of an extension or enlargement of water and wastewater lines in the Capital Improvement Plan is based primarily on the following requirements: (1) to provide service to unserved areas, (2) to eliminate wastewater overflows, (3) to provide transmission of water as necessary, and (4) to provide adequate capacity for project service requirements.

Persons wishing to develop land in unserved areas are responsible for constructing water and wastewater service lines and extensions to serve the new development, and must complete the subdivision process, including review by the City. The required size of lines and extensions shall depend on the size and nature of the development. New developments and connections are subject to water and wastewater impact fees adopted by the City of Dayton.

This Service Plan Agreement is approved this \_\_\_\_\_ day of \_\_\_\_\_, 2026 by the City of Dayton, Texas and \_\_\_\_\_.

CITY OF DAYTON

Landowner

\_\_\_\_\_  
Martin Mudd, Mayor

\_\_\_\_\_

# EXHIBIT

# 1

Metes and Bounds Description  
Of 14.999 Acres of Land  
In The  
H. & T.C. R.R. Co. Survey, Block 3,  
Section 127, Abstract No. 260  
Liberty County, Texas

All that certain 14.999 acres of land located in the H.&T.C. R.R. Company Survey, Block 3, Section 127, Abstract No. 260, Liberty County, Texas, being that called 15.019 acre tract of land conveyed to American Underground Services, Inc. as recorded under Clerk's File No. 2024042972 of the Records of Liberty County, Texas, said 14.999 acre tract being more particularly described by metes and bounds as follows:

**COMMENCING** at a found 1-inch iron pipe found at southeast cutback corner of the east right-of-way line of Farm to Market Road 686 (a 100 foot wide public right-of-way) located in the north right-of-way line of Farm to Market Road 1960 (a 120 foot wide public right-of-way), said 1-inch iron pipe located at the southerly southwest corner of the called 8.703 acre tract of land conveyed to AZ Estate Investment, LLC as recorded under Clerk's File No. 2024000034 of the Records of Liberty County, Texas, from which a 1/2-inch iron rod with cap stamped "RPLS # 1655" located at the westerly southwest corner of said 8.703 acre tract in said east right-of-way line of F.M. 686 was found bearing North 51 degrees 41 minutes 11 seconds West at a distance of 139.95 feet, said 1/2-inch iron rod with cap stamped "RPLS # 1655", having a grid coordinate value of N: 13,949,589.30 and E: 3,236,263.42; **THENCE**, North 88 degrees 10 minutes 21 seconds East, with said north right-of-way line of F.M. 1960 common with the south line of said 8.703 acre tract for a distance of 245.30 feet to a 5/8-inch iron rod found at the southeast corner of said 8.703 acre tract and at the southwest corner of the called 5.000 acre "Tract M-4" conveyed to Majovi Enterprises, Inc. as recorded under Clerk's File No. 2013016570 of the Records of Liberty County, Texas; **THENCE**, North 88 degrees 04 minutes 31 seconds East, continuing with said north right-of-way line of F.M. 1960 common with the south line of said 5.000 acre "Tract M-4" for a distance of 199.91 feet to 1/2-inch iron rod found at the southeast corner of said 5.000 acre "Tract M-4" and the southwest corner of said 15.019 acre tract, said 1/2-inch iron rod marking the southwest corner and **POINT OF BEGINNING** of the herein described 14.999 acre tract, having a grid coordinate value of N: 13,949,603.84 and E: 3,236,708.39;

**THENCE**, North 01 degrees 28 minutes 45 seconds West, with the east line of said 5.000 acre "Tract M-4" common with the west line of said 15.019 acre tract for a distance of 1,089.13 feet to a 1/2-inch iron rod with cap stamped "GH SHIPMAN 1777" located at the northeast corner of said 5.000 acre "Tract M-4" and the northwest corner of said 15.019 acre tract and marking the northwest corner of the herein described 14.999 acre tract;

**THENCE**, North 88 degrees 10 minutes 16 seconds East, across the residue of the called 100.009 acre tract conveyed to Juan Pablo and Suhai Morin Fuentes as recorded under Clerk's File No. 2015012363 of the Records of Liberty County, Texas and with the north line of said 15.019 acre tract for a distance of 599.90 feet to a 1/2-inch iron rod with cap at the northeast corner of said 15.019 acre tract located in the west line of the called 82.887 acre tract conveyed to Hithas, LLC, et al as recorded under Clerk's File No. 2022038524 of the Records of Liberty County, Texas, said 1/2-inch iron rod with cap marking the northeast corner of the herein described 14.999 acre tract;

**THENCE**, South 01 degrees 28 minutes 58 seconds East, with said west line of the 82.887 acre tract common with the east line of said 15.019 acre tract for a distance of 1,088.95 feet to a 5/8-inch iron rod found



at the southwest corner of said 82.887 acre tract located in said north right-of-way line of F.M. 1960 and marking the southeast corner of the herein described 14.999 acre tract;

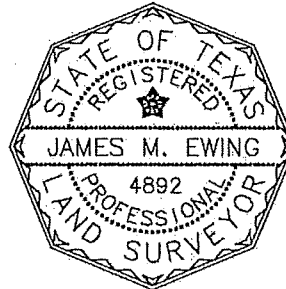
**THENCE**, South 88 degrees 09 minutes 16 seconds West, with said north right-of-way line of F.M. 1960 common with the south line of said 15.019 acre tract for a distance of 599.98 feet, to the **POINT OF BEGINNING**, and containing 14.999 acres (653,347 square feet) of land, more or less.

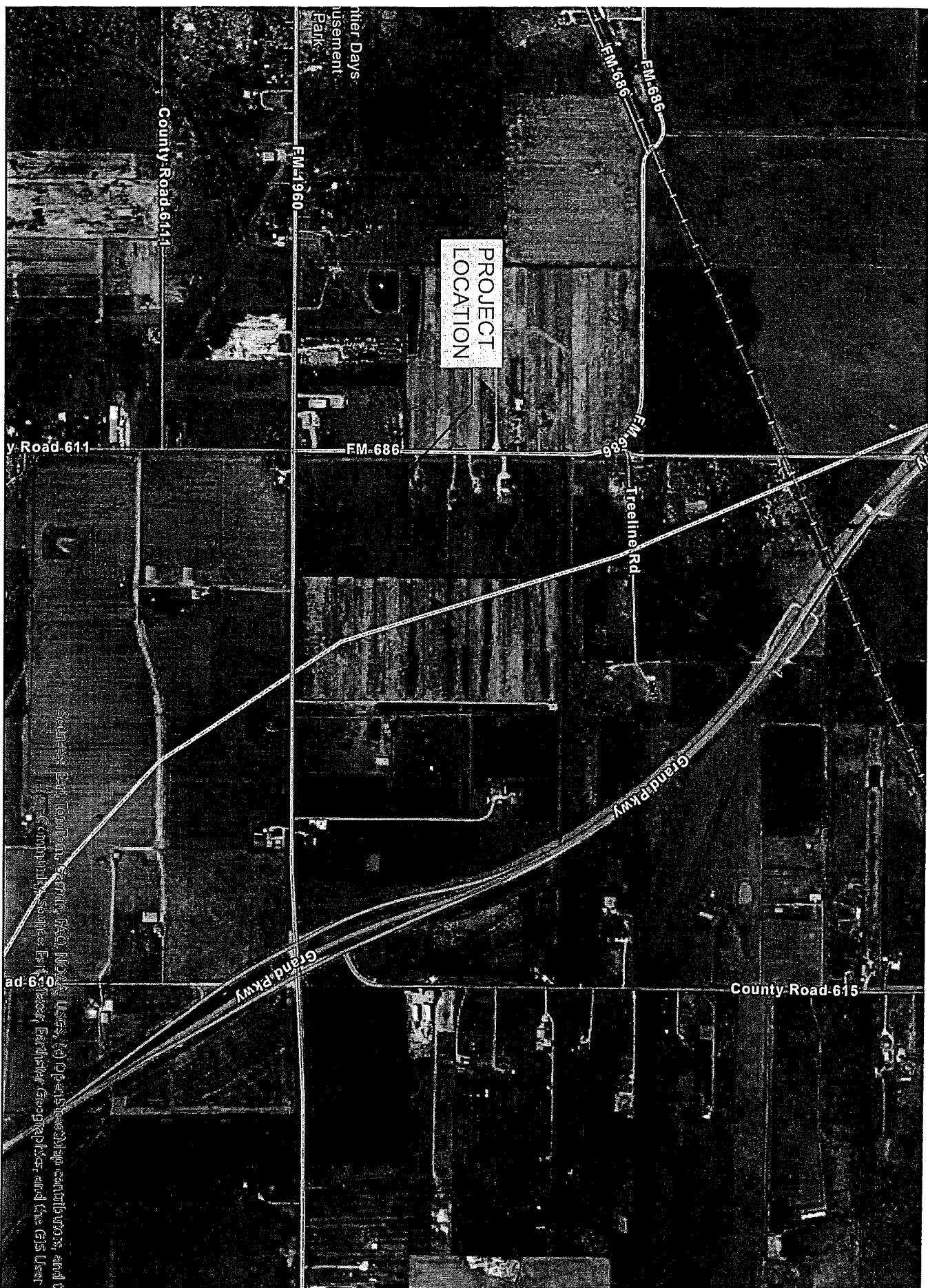
**NOTE:** All bearings and coordinates are based on the Texas State Plane Coordinate System, North American Datum of 1983, South Central Zone (4204) and may be converted to surface by applying a combined scale factor of 0.99988584. Distances shown have surface values (U.S. Survey Feet) and acreage shown was calculated using surface values.

\*\*\* SURVEYOR'S CERTIFICATE \*\*\*

TO ALL PARTIES INTERESTED IN TITLE TO THE PREMISES SURVEYED, I DO HEREBY STATE THAT THE ABOVE LEGAL DESCRIPTION WAS PREPARED FROM PUBLIC RECORDS AND FROM AN ACTUAL AND ACCURATE SURVEY UPON THE GROUND AND THAT SAME IS TRUE AND CORRECT.

By: James M. Ewing  
Surveyor's Name: James M. Ewing  
Registered Professional Land Surveyor, Texas No. 4892  
Date: April 22, 2025  
Job No. WPMA2502.00





December 4, 2025

City of Dayton Planning and Development  
111 N Church Street  
Dayton, TX 77535

**RE:** Dayton Business Park, Dayton, TX  
Voluntary Annexation Letter

Dear City of Dayton,

I am writing to request the annexation of a portion of Tract 25254 (per Liberty County Appraisal District) located outside of Dayton City Limits into the City of Dayton. The area proposed for annexation consists of the northern portion of the parcel. Attached to this letter is the metes and bounds description of the tract as well as a site location exhibit. The current assigned address per the recent address request made with the city is 7356 FM 1960, Dayton, TX 77535.

This request is made so that the entire tract may be considered as part of the City of Dayton.

Please feel free to contact me at [dlackey@walterpmoore.com](mailto:dlackey@walterpmoore.com) or 713-394-5843 if any additional information is required.

Thank you for your consideration. I look forward to working with the City of Dayton to complete this process.

Sincerely,

**Walter P. Moore and Associates, Inc.**

*Dylan Lackey*

Dylan Lackey, P.E.  
Engineer

Metes and Bounds Description  
Of 14.999 Acres of Land  
In The  
H. & T.C. R.R. Co. Survey, Block 3,  
Section 127, Abstract No. 260  
Liberty County, Texas

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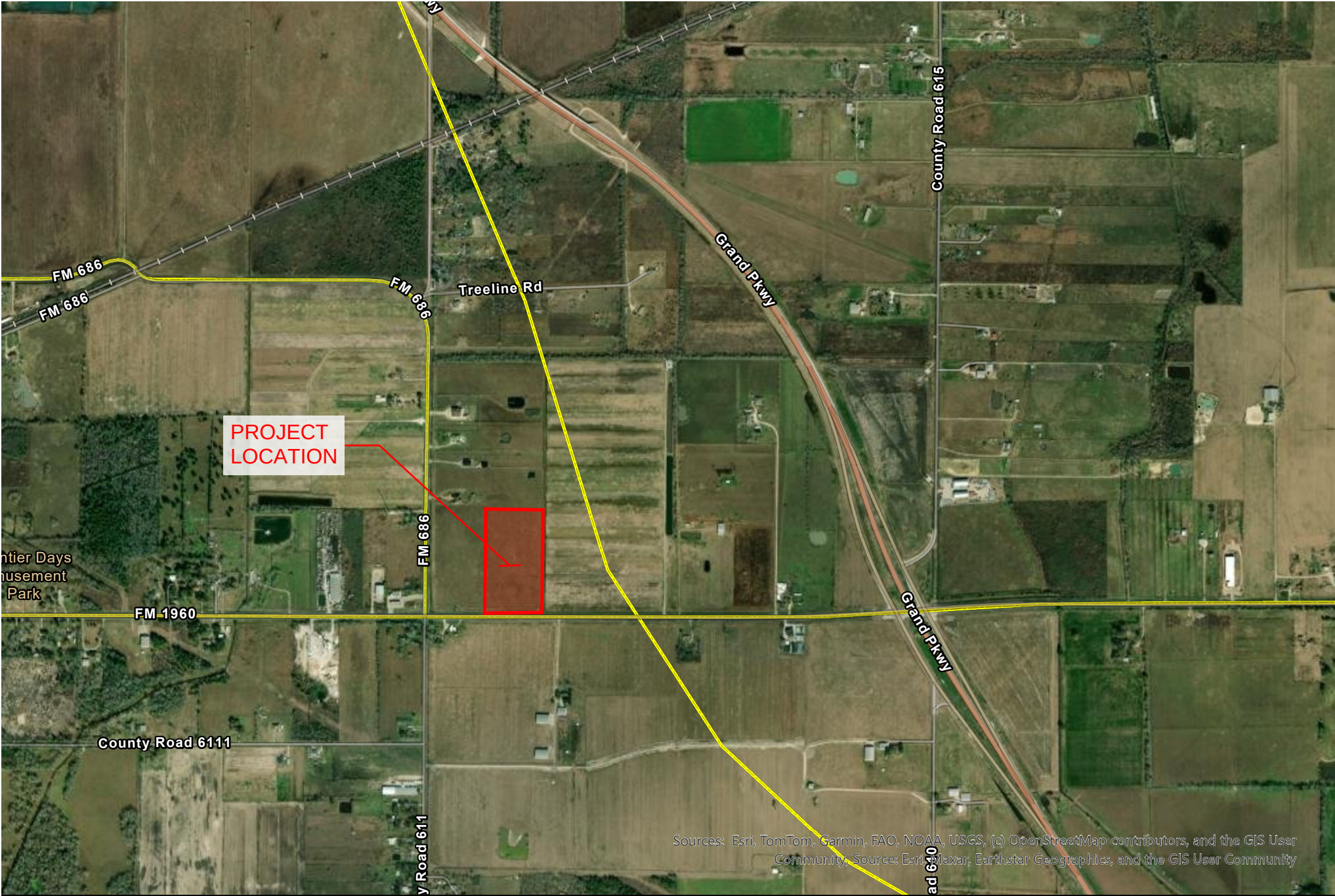
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By: James M. Ewing  
 Surveyor's Name: James M. Ewing  
 Registered Professional Land Surveyor, Texas No. 4892  
 Date: April 22, 2025  
 Job No. WPMA2502.00







HORIZONTAL DATUM

Basis of Coordinates

THE HORIZONTAL DATUM IS BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, TEXAS SOUTH CENTRAL ZONE (4204)–NAD83.

COORDINATES ARE BASED ON HARRIS COUNTY FLOOD PLAIN REFERENCE MARK NO. 160170 AND SATELLITE OBSERVATIONS.

ALL COORDINATE VALUES ARE GRID. THE POSTED COMBINED SCALE FACTOR OF HARRIS COUNTY FLOODPLAIN REFERENCE MARK NO. 160170 IS 0.99993798.

VERTICAL DATUM

Benchmark:

Primary Benchmark:

FLOODPLAIN RM NO. 160170 IS A BRASS DISK STAMPED "160170", FROM THE INTERSECTION OF FM2100 AND FM1960, TRAVEL 2.3 MILES ON FM1960 TO BRIDGE AT CEDAR BAYOU. MONUMENT IS IN CONCRETE RAIL AT NW CORNER OF BRIDGE, 3.5' EAST OF WEST END.  
ELEVATION: 74.44' (NAVD88)(2001 ADJUSTMENT)(GEOID99)

Project Benchmark:

TBM "A": SPIKE IN POWER POLE ON THE NORTH SIDE OF FM1960. APPROXIMATELY 1215 FEET EAST OF THE INTERSECTION OF FM1960 AND FM611, NEAR SOUTHEAST PROPERTY CORNER.  
ELEVATION: 78.39'



TO: Martin Mudd

FROM: Derek Woods

RE: Consider with possible action on Resolution R2026-23 supporting the rehab of Savannah Park of Dayton.

DATE: February 9, 2026

COMMENTS:

This resolution supports the proposed Dayton Square Apartments housing development located at approximately 2800 N. Winfree St. Belmont Development Company, LLC (the “Developer”) has applied for funding assistance from the Texas Departments of Housing and Community Affairs (TDHCA) to assist with a proposed rehabilitation project that will be known as Savannah Park of Dayton.

The project consists of 48 affordable units, 44 one bedroom and 4 two-bedroom units. The Developer intends to complete the substantial rehabilitation of all units in three phases of approximately 16 units each. The rehabilitation and relocation activities are estimated to take approximately 10 months to complete.

AVAILABLE FUNDING:

N/A

ACTION REQUESTED:

Approve Resolution R2026-23, as presented.

ATTACHMENTS:

[R2026-23 Savannah Park of Dayton.pdf](#)

[Dayton Square Narrative.rtf](#)

[Dayton Square- Scope of Work.doc](#)

[SavannahPark of Dayton- Resolution \(Draft\).docx](#)

[x11-relocation narrative - Savannah Park of Dayton.docx](#)



## RESOLUTION NO. R2026-23

### City of Dayton

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DAYTON, TEXAS, EXPRESSLY SUPPORTING THE DAYTON SQUARE APARTMENTS REHABILITATION PROJECT TO BE KNOWN AS SAVANNAH PARK OF DAYTON; AUTHORIZING A LOCAL DEVELOPMENT FUNDING CREDIT FOR PURPOSES OF A TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS APPLICATION; AND PROVIDING AN EFFECTIVE DATE.**

WHEREAS, Belmont Development Company, LLC (the “Developer”) proposes the substantial rehabilitation of an affordable rental housing project commonly known as Dayton Square Apartments, to be known upon completion as Savannah Park of Dayton, located at approximately 2800 North Winfree Street, Dayton, Texas; and

WHEREAS, the proposed development consists of forty-eight (48) affordable housing units, including forty-four (44) one-bedroom units and four (4) two-bedroom units; and

WHEREAS, the Developer intends to complete the rehabilitation of all units in three phases of approximately sixteen (16) units each, with rehabilitation and relocation activities estimated to take approximately ten (10) months to complete; and

WHEREAS, the Developer has advised the City that it intends to submit an application to the Texas Department of Housing and Community Affairs (TDHCA) seeking funding assistance for the proposed rehabilitation project; and

WHEREAS, the City of Dayton is located in a rural subregion for TDHCA scoring purposes, and applications within such subregions are highly competitive and limited in number; and

WHEREAS, the TDHCA Qualified Allocation Plan awards points to applications supported by a resolution of support from the governing body of the municipality in which the development is located, together with a qualifying local financial contribution; and

WHEREAS, the City Council finds that the proposed rehabilitation will preserve and improve needed affordable housing, promote reinvestment within the City, and enhance the City’s housing stock and ad valorem tax base;

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

**Section 1. Support of Development.** The City Council of the City of Dayton hereby expressly supports the proposed Dayton Square Apartments rehabilitation project to be known as Savannah Park of Dayton, located at approximately 2800 North Winfree Street, Dayton, Texas.

**Section 2. Local Funding Contribution.** The City Council hereby authorizes a credit in the amount of Two Hundred Fifty Dollars (\$250.00) toward the cost of the development’s building permit fee or other applicable City fee, to be applied if and when such fees are incurred, for purposes of satisfying TDHCA local funding participation requirements applicable to rural developments.

**Section 3. No Financial Obligation Beyond Credit.** Nothing in this Resolution shall be construed as obligating the City to provide any funding, subsidy, or financial assistance beyond the specific



fee credit authorized herein, nor as guaranteeing approval of any permit, plat, or other regulatory authorization.

**Section 4. Certification.** The Mayor is hereby authorized and directed to certify this Resolution to the Texas Department of Housing and Community Affairs for inclusion in the applicant's TDHCA funding application.

**Section 5. Severability.** If any provision of this Resolution is held invalid, such invalidity shall not affect the remaining provisions, which shall remain in full force and effect.

**Section 6. Effective Date.** This Resolution shall take effect immediately upon adoption.

PASSED AND APPROVED this \_\_\_\_ day of \_\_\_\_\_, 2026.

CITY OF DAYTON, TEXAS

\_\_\_\_\_  
Martin Mudd, Mayor

ATTEST:

\_\_\_\_\_  
Jennifer Perkins, City Secretary

## Dayton Square Apartments Dayton, TX

Dayton Square apartments is an acquisition rehab project that will be marketed to low-income families. The site is located at 2800 Winfree Street, Liberty County, TX 77535.

The developer, Belmont Development, LLC, is applying to TDHCA for Federal Low Income Housing Tax Credits. If awarded, Belmont will substantially renovate the property to bring it back to “like new” conditions. Rents will be at or below 50 and 60 percent of the area median income maximum rents.

Currently and after rehab, the development will consist of 48 units: 44-1 BRs and 4-2BRs. There will be no new units added to this project.

Common area amenities include handicap accessible trash enclosures, outdoor covered seating, picnic tables, bar-be-cue grills, and fully furnished community room with common laundry center.

Each apartment home will come equipped with washer and dryer hook-ups, electric range and vent hood with microwave, an Energy Star refrigerator, an Energy Star electric water heater, an Energy Star central HVAC system, ceiling fans in living and bedrooms, low- or no-VOC paint, blinds on all windows, hard-wired smoke detectors with battery back-up, and programmable thermostats.

The proposed unit mix and rental rates are summarized in the chart below. Tenants only pay 30% of their income, and USDA Rural Development rental assistance covers the rest.

### Dayton Square Apartments Post-Rehab Rents

| Type<br>of<br>Unit | AMI | No.<br>of<br>Units | Square<br>Feet | Rent per<br>Month | Tenant<br>Pays |
|--------------------|-----|--------------------|----------------|-------------------|----------------|
| 1                  | 30% | 10                 | 688            | \$ 825.00         | 30% inc        |
| 1                  | 50% | 14                 | 688            | \$ 825.00         | 30% inc        |
| 1                  | 60% | 20                 | 688            | \$ 825.00         | 30% inc        |
| 2                  | 30% | 1                  | 820            | \$ 925.00         | 30% inc        |
| 2                  | 50% | 1                  | 820            | \$ 925.00         |                |
| 2                  | 60% | 1                  | 820            | \$ 925.00         |                |
|                    |     | 48                 |                |                   |                |

**SITE DATA  
& SCOPE OF WORK  
FOR  
DAYTON SQUARE APARTMENTS  
DAYTON, TEXAS**

DATE:

**LARRY KEN BLACKLEDGE, ARCHITECTS**

7416 N. BROADWAY SUITE L  
OKLAHOMA CITY, OKLAHOMA 73116  
(405) 848 2855 – PHONE  
(405) 848 2862 – FAX  
[larry@blackledgearchitects.com](mailto:larry@blackledgearchitects.com)

**BELMONT Development Company, LLC**

222 E. MAIN ST. FIRST FLOOR  
Oklahoma City, Oklahoma 73104  
Phone – (405) 604 5074  
FAX – (405) 604 5092  
[dhamilton@belmontdev.com](mailto:dhamilton@belmontdev.com)

**DAYTON SQUARE APARTMENTS OF DAYTON, TEXAS**

1/30/2026

**DATA SHEET: DAYTON, TEXAS**

| TYPE                | GROSS<br>SQ.FT. | NO.<br>UNITS | TOTAL<br>GROSS SQ.FT. |
|---------------------|-----------------|--------------|-----------------------|
| 1 BEDROOM APARTMENT | 688             | 44           | 30,272                |
| 2 BEDROOM APARTMENT | 820             | 4            | 3,280                 |
| 3 BEDROOM APARTMENT |                 |              |                       |
| <b>SUBTOTAL</b>     |                 | <b>48</b>    | 33,552                |
| LAUNDRY-Community   | 1202            |              | <b>1202</b>           |
| <b>TOTAL</b>        |                 |              | 34,754                |

**NOTE:** Unit square footages are not verified and are approximate.

**SITE DATA**

# DAYTON SQUARE APARTMENTS—DAYTON, TEXAS

## SCOPE OF THE WORK SITE

1. REPLACE EXISTING CONCRETE CONDENSING UNIT PADS ONLY AS NECESSARY. REMOVE EXISTING AND INSTALL NEW CONDENSING UNITS AND INSULATED REFRIGERANT LINES. PROVIDE DISCONNECT AND (1) NEW WATERPROOF GFI OUTLETS WITHIN 20'-0" OF CONDENSER UNITS, IF ONE IS NOT ALREADY AVAILABLE.
2. REPAIR OR REPLACE NEW DRIVEWAY PAVING AND CURBS WHERE FAILED.
3. REPLACE & ADD NEW CONCRETE SIDEWALKS WHERE CRACKED OR SEPARATED MORE THAN ¼" IN VERTICAL HEIGHT. DOWEL INTO THE ABUTTING AND ADJOINING EXISTING WALKS.
4. ALL NEW CONCRETE SHALL BE A MINIMUM 3500 PSI AND REINFORCED WITH 6x6/10x10 W.W.M. AND DOWELED TO ADJOINING CONCRETE.
5. RE-STRIPE ALL PARKING SPACES WITH TWO COATS OF WHITE PAINT.
6. PROVIDE A TOTAL OF (5) H.C. PARKING, 3 MARKED AS "H.C. TENANT" 2 MARKED HANDICAPPED LOCATED AT OFFICE. VERIFY IF ALL EXISTING H.C. PARKING IS ADA COMPLIANT, IF NOT DEMOLISH AND CONSTRUCT NEW ADA COMPLIANT PARKING RAMPS & SIDEWALK AS REQUIRED. PATCH & REPAIR CONCRETE CURB AS NEEDED.
7. INSTALL NEW SEAMLESS 5" METAL GUTTERS AND 2"x3" DOWNSPOUTS WITH CONCRETE SPLASHBLOCKS TYPICAL ALL APARTMENT BUILDINGS.
8. EXISTING ROOFS TO BE REPLACED WITH 30 YEAR SHINGLES.
9. REMOVE EXISTING CAULKING AROUND ALL DOORS, WINDOWS, AND TRIM, FOAM AND RE-CAULK AFTER NEW UNIT ENTRY DOORS, FRAMES, AND WINDOWS ARE INSTALLED.
10. REMOVE ALL EXISTING ENTRY DOOR, FRAMES & THRESHOLDS. PROVIDE NEW FIBERGLAS INSULATED DOORS WITH FRAMES, TRIM, WOOD CASING, THRESHOLDS, & SINGLE HANDLE LEVER DOOR HARDWARE. (AT H.C. UNITS, LAUNDRY & OFFICE PROVIDE ADA APPROVED THRESHOLD). ALL DOORS SHALL HAVE BOTTOM SWEEPS; METAL QUARTER-ROUND RAIN DRIPS IF NOT IN COVERED LOCATION, & WEATHER-STRIPPING. FOAM INSULATES SPACE BETWEEN NEW DOOR FRAMES & ROUGH OPENINGS AT HEADS & JAMBS.
11. EACH FRONT ENTRY DOOR SHALL BE PROVIDED WITH A PEEP HOLE AT 60". AT H.C. UNITS, PROVIDE TWO PEEP HOLES, ONE AT 60" & ONE AT 48". PROVIDE NEW LEVER DOOR HARDWARE AND H.C. THRESHOLD AT OFFICE. PROVIDE DEAD BOLT LOCKS WITH INTERIOR "THUMB LATCH".
12. REPLACE EXISTING DOOR BELLS AND ADD AT VISUALLY IMPAIRED UNIT HARDWIRED NOTIFICATION DEVICE.
13. FOR ALL EXTERIOR STORAGE, INSTALL NEW HOLLOW METAL DOORS, WOOD FRAMES AND SINGLE HANDLE LEVER DOOR HARDWARE.
14. REPLACE EXISTING METAL SIDEWALK COVERS. CLEAN OUT AND CORRECT FLOW AS NECESSARY.
15. PROVIDE NEW BUILDING AND APARTMENT IDENTIFICATION. (8" LETTERS ON BUILDINGS - 3" APARTMENT NUMBERS.)
16. REPAIR EXISTING WOOD SIDING AS REQUIRED PRIOR TO INSTALLING NEW HARDI BOARD SIDING. ALL GABLE ENDS TO HAVE ATTIC VENTS.
17. PRIOR TO INSTALLING NEW METAL FASCIAS, VENTED SOFFITS AND TRIMS, REPAIR/REPLACE ANY ROTTEN OR MISSING PLYWOOD AND/OR WOOD TRIM.
18. PRIOR TO INSTALLING NEW SIDING, PROVIDE AND INSTALL EXTERIOR HOUSE WRAP "TYVEK" ONLY IF EXISTING DOES NOT EXIST.
19. REPAIR AND/OR REPLACE BRICK THAT IS MISSING, DAMAGED OR SPALDED. REPAIR BY POINTING BRICK JOINTS WHERE MORTAR IS MISSING.

## DAYTON SQUARE APARTMENTS OF DAYTON, TEXAS

1/30/2026

20. TRIM EXISTING TREES AND SHRUBS AWAY FROM BUILDINGS, REMOVE ANY DEAD TREES AND GRIND STUMPS.
21. REFURBISH EXISTING SITE LIGHTING FIXTURE. ADD ADDITIONAL LIGHTING ON BUILDINGS TO PROVIDE BETTER SITE LIGHTING. WIRE TO THE NEAREST HOUSE METER. (LIGHTING SHALL BE LED)
22. INSTALL NEW SINGLE HUNG VINYL WINDOWS WITH LOW-E GLASS, U-FACTOR LESS THAN = 0.32, 2 PANES OF AGON GAS FILLED INSULATED GLASS AND SHGC LESS THAN 0.23. WINDOWS SHALL BE EQUAL TO "BETTER BUILT VERTICAL SLIDERS, COMPLETE W/ SCREENS (WHITE) FRAME IN NEW WINDOW SILL TO MATCH ADJACENT WALL STRUCTURE. NOTE- WHERE WINDOWS ARE WITHIN 24" OF A DOOR, WINDOW GLAZING SHALL BE TEMPERED. WINDOWS IN ALL BEDROOMS SHALL BE MINIMUM 3050 WINDOWS AND MEETS IBC CODE ON WIND LOAD & EGRESS CODE OF MIN. 5.7 SQFT OPENING.
23. INSTALL VINYL WINDOW SHUTTERS TO WINDOWS ONLY AS SHOWN IN EXTERIOR ELEVATIONS.
24. CONSTRUCT NEW TRASH ENCLOSURE(S) AND MAKE H.C ACCESSIBLE AS REQUIRED.
25. REWORK GRADING AS REQUIRED TO LOWER GRADE OR ADD SOIL, AT BUILDING FOUNDATIONS, SO THAT GRADE IS LOWER THAN FINISH FLOOR & WATER WILL DRAIN AWAY FROM BUILDINGS.
26. REFURBISH EXISTING POSTAL BOXES AND MAKE ACCESSABLE.
27. PROVIDE ACCESSIBLE SIDEWALKS TO LAUNDRY, MAILBOXES AND TRASH ENCLOSURE. ALL SIDEWALKS THAT ARE ON A H.C ACCESSIBLE ROUTE SHALL MEET ADA/UFAS STANDARDS.
28. REMOVE AND REPLACE ALL EXISTING EXTERIOR SIDEWALKS AND RAMPS (H.C. ROUTE) THAT EXCEED HEIGHT REQUIREMENTS. PROVIDE NEW SIDEWALKS, RAMPS AND HANDRAILS AS REQUIRED.
29. PROVIDE NEW PROJECT SIGN.
30. REMODEL EXISTING LAUNDRY/OFFICE BUILDING TO MEET UFAS/ADA REQUIREMENTS.
31. CONDUCT AN INSPECTION TEST FOR ANY ASBESTOS. ANY REPAIRS OR REMOVAL OF ASBESTOS MUST BE PERFORMED BY LICENSED CONTRACTOR.
32. ALL BUILDINGS HAVE EXISTING SEWER LINES SCOPED TO VERIFY SEWER BACK UP PROBLEMS. IF "DIP" IS BAD CONTRACTOR IS TO LOCATE AND REPLACE AS REQUIRED.
33. WHERE STAIRS OCCURE AT THE TWO-STORY STRUCTURES CONTRACTOR IS TO LOCATE THE RUSTING AND DETERIORATION ON THE UNDER SIDE OF LANDINGS AND STEPS AND REPLACE OR REPAIR AS NEEDED. ADD NEW HANDRAILS TO MEET CODE AND CLOSE RISERS.
34. AT ALL STAIRS WHERE BALISTERS OPENINGS ARE GREATER THAN 4" AN ADDITIONAL BALISTER SHALL BE INSTALLED.
35. THIS PROJECT IS TO MEET ALL FAIR HOUSING STANDARDS.

**COMMUNITY CENTER/OFFICE**

1. OFFICE/COMMUNITY WILL BE BROUGHT UP TO CURRENT UFAS/ADA CODES.
2. REMOVE EXISTING FLOORING AND REPLACE WITH NEW VINYL FLOORING.
3. REPAINT INTERIOR OF BUILDING.
4. INSTALL NEW HARDIPLANK SIDING-EXTERIOR
5. INSTALL NEW ROOF 30 YEAR.
6. VERIFY AND CORRECT ALL ITEMS RELATED TO MAKING THE FACILITY HANDICAPPED ACCESSIBLE.
7. REPLACE WINDOWS WITH LOW E INSULATED WINDOWS.
8. PROVIDE AND INSTALL NEW DOORS, CASE, BASE, AND TRIM.
9. INSTALL NEW ENERGY STAR APPLIANCES.
10. INSTALL NEW HVAC---16 SEER OR GREATER, ENERGY STAR
11. INSTALL NEW LED LIGHTING FIXTURES, SWITCHES AND PLUGS.
12. INSTALL NEW HOT WATER HEATER.
13. REMOVE TEXTURE FROM CEILING AND REPAINT.
14. PROVIDE ALL NEW HARDWARE. LEVER HANDLES.
15. PROVIDE ALL NEW EXTERIOR AND INTERIOR DOOR, TRIM CASE AND BASE.
16. PROVIDE NEW EXTERIOR LIGHTING.

**SCOPE OF THE WORK – APARTMENTS**

1. REMODEL EXISTING H.C. UNITS TO MEET UFAS/ADA. (NOTE: 5% OF RESIDENTIAL UNITS TO BE HANDICAPPED UNITS  $56 \times 5\% = 3$  H.C. UNITS REQUIRED—EXISTING ARE 2- 1 BR UNITS AND 1 TWO BEDROOM APARTMENT.
2. ONE HEARING IMPAIRED UNIT IS REQUIRED.
3. REMOVE EXISTING AND PROVIDE NEW SELF-CLEANING ELECTRIC RANGE WITH MICROWAVE ABOVE. TYPICAL ALL UNITS. INSTALL NEW PLASTIC LAMINATES BEHIND ALL RANGE. (NOTE: PROVIDE NEW ENERGY STAR RANGES)
4. PROVIDE ALL NEW ENERGY STAR REFRIGERATORS WITH ICE-MAKERS IN ALL APARTMENTS.
5. REMOVE ALL EXISTING SINKS IN KITCHEN AND PROVIDE NEW STAINLESS-STEEL SINKS. PROVIDE SINGLE HANDLE LEVER FAUCET WITH SWINGING SPOUT. PROVIDE OFFSET DRAIN LINES IN DESIGNATED H.C. UNITS.
6. INSTALL NEW KITCHEN SINK DISPOSERS PROVIDE SWITCHES AT BASE CABINETS FOR DISPOSAL IN HC UNIT.
7. REMOVE EXISTING AND INSTALL NEW CABINET & PLASTIC LAMINATE COUNTERTOPS & BACK SPLASHES IN ALL KITCHEN & BATHROOM CABINETS.
8. ALL NEW CABINETS SHALL HAVE DUAL SIDETRACKS DRAWER AND MUST BE OPERABLE WITH CLOSED FIST OR FLAT OPEN HAND. PROVIDE CABINET HANDLES IN ALL H.C. UNITS AND COMMUNITY BUILDING. ALSO PROVIDE NEW WALL MOUNTED STORAGE ABOVE WATER CLOSET.
9. IN H.C. APARTMENTS, ALL CABINET IN THE KITCHENS AND BATHS SHALL MEET UFAS/ADA REQUIREMENTS. ALL COUNTER HEIGHT TO BE NO HIGHER THAN 2'-10" AND UPPER CABINET TO BE NO HIGHER THAN 48" A.F.F TO TOP OF BOTTOM SHELF IN UPPER CABINET.

**DAYTON SQUARE APARTMENTS OF DAYTON, TEXAS**

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10. PROVIDE NEW AND OR LOWER FURR DOWN AS REQUIRED FOR UPPER NEW CABINET TO MEET 48" HEIGHT REQUIREMENTS FOR ADA COMPLIANT KITCHEN. OR PROVIDE LARGER UPPER CABINET (36" VERIFY)
11. PROVIDE & INSTALL MICROWAVE IN ALL APARTMENT UNITS. (AT NEW RANGE)
12. PROVIDE NEW STOVE TOP FIRE AUTOMATIC FIRE EXTINGUISHER (I) PAIR IN ALL VENT HOODS.
13. INSTALL DRY CHEMICAL EXTINGUISHER (ABC 5 LB), WHICH IS READILY VISIBLE IN EACH KITCHEN OF ALL APARTMENT UNITS, MOUNT FIRE EXTINGUISHER AT 48" TOP OF EXTINGUISHER, OR OTHERWISE NOTED ON DRAWINGS
14. PROVIDE TERMITE TREATMENT OF ALL UNITS. PROVIDE CERTIFICATION UPON COMPLETION. PROVIDE INSECT FUMIGATION IN ALL UNITS AFTER REHAB WORK. USE CAUTION SO THAT ANY ADJACENT OCCUPIED UNITS WILL NOT BE AFFECTED FROM FUMIGANT.
15. VERIFY THAT ALL PARTY WALLS COMPLY WITH STC-54 RATINGS (SOUND TRANSMISSION CLASS), IF REQUIRED, INSTALL ADDITIONAL LAYERS OF GYP BOARD (ON EACH SIDE OF WALL) BETWEEN ALL UNITS TO INCREASE WALL SOUND PROOFING.
16. PROVIDE SMOKE BARRIER WALL AT PARTY WALL IN THE ATTIC AREA. INSTALL 1/2" PLYWOOD OR GYP BOARD FROM THE BOTTOM OF THE TRUSS TO ROOF DECK & SEAL ALL JOINTS W/ TAPE. EXTEND SMOKE BARRIER WALL TO ROOF ENDS AS REQUIRED. PROVIDE AT LEAST ONE ATTIC ACCESS ON EACH SIDE OF THE SMOKE BARRIER WALL.
17. ADD ADDITIONAL INSULATION IN ATTIC TO INCREASE INSULATION VALUE TO R-39, PROVIDE CERTIFICATE.
18. PROVIDE NEW WOOD RESILIENT VINYL FLOORING IN LIVING ROOM, KITCHEN, DINING AREA, BATHS, ENTRIES, BEDROOMS AND CLOSETS. REMOVE ANY OLD FLOORING, PATCH AND REPAIR ALL FLOOR DENTS AND BUMPS AND CLEAN FLOOR SURFACE, PRIOR TO INSTALLATION OF NEW FLOORING.
19. REMOVE ALL EXISTING CARPET, PADDING & TACK STRIPS.
20. REPLACE ALL INTERIOR DOORS, HARDWARE & TRIM WITH NEW. INSTALL NEW SINGLE HANDLE LEVER HARDWARE ON ALL DOORS. NEW DOORS SHALL BE 6 PANELS. (COLORS TO BE WHITE –SEMI GLOSS FINISH)
21. PROVIDE NEW DOOR STOPS ALL DOORS (WALL TYPE HAGER 233W OR HINGE STOP EQ. TO "PERFECT PRODUCTS" "DOOR SAVER."
22. PROVIDE NEW WIRE CLOSET SHELVES. PROVIDE IN ALL CLOSETS NEW CENTER BRACKETS AS FOLLOWS: 5'-0" TO 8'-0" WIDE PROVIDE THREE BRACKETS; ABOVE 8'-0" WIDE PROVIDE 4 BRACKETS. IN HANDICAP UNITS ALL SHELVES TO BE NO MORE THAN 48" HEIGHT.
23. PROVIDE NEW WATER CLOSET & PARTS INCLUDING, BUT NOT LIMITED TO THE FOLLOWING: BALLCOCK, FLAPPER, WHITE TOILET BOWL CAPS, FLEX CLOSET SUPPLY STOP, & FLUSH LEVER. ALL NEW WATER CLOSETS SHALL BE PROVIDED WITH NEW WAXED RINGS PRIOR TO RE-ANCHORING OF WATER CLOSETS FOLLOWING THE INSTALLATION OF V.C.T. FLOORING.
24. REMOVE ALL EXISTING TUB AND INSTALL NEW WALK IN SHOWER FOR ALL REGULAR UNITS AND ADA COMPLIANT ROLL-IN SHOWER FOR H.C. UNITS. ALL SHOWERS SHALL HAVE NEW FITTINGS WITH ANTI SCALD GUARD & FLOW LIMITERS; SHOWER RODS; SINGLE HANDLE LEVER FAUCETS & SHOWER HEADS WITH MAXIMUM 2.5 GALLONS PER MINUTE FLOW RATE. AT ALL H.C. UNITS, PROVIDE NEW 60" LONG HAND-HELD SPRAYER.
25. PROVIDE NEW BATHROOM ACCESSORIES; TOWEL BARS, TOWEL RING, TOILET PAPER HOLDER & SHOWER ROD AT ALL BATHROOM. REFER TO BATHROOM ACCESSORIES SCHEDULE IN INTERIOR ELEVATION DRAWINGS.
26. REMOVE ALL EXISTING MIRRORS OVER BATHROOM LAVATORIES & INSTALL NEW MIRROR WITH BEVELED EDGE.
27. REMOVE ALL EXISTING CAULKING MATERIAL FROM JOINTS & ABUTTING DISSIMILAR MATERIALS, WHICH ARE PRESENTLY CAULKED AT KITCHEN & BATH CABINETS TO WALLS/FLOORS, COUNTERTOPS TO WALLS, WATER CLOSETS TO FLOORS, & AT BOTTOM OF ALL BASES. FOLLOWING REMOVAL, CLEAN UP & RE-CAULK SAME

## DAYTON SQUARE APARTMENTS OF DAYTON, TEXAS

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TO ABUTTING MATERIALS WHETHER THEY WERE PREVIOUSLY CAULKED OR NOT. REFER TO CAULKING SPECS FOR REQUIRED CAULKING MATERIALS FOR SPECIFIC LOCATIONS.

28. REPAIR WALLBOARD AT CEILING EDGES AND CORNERS WHERE JOINT TAPE HAS BEEN PULLED LOOSE OR WHERE NAILS HAVE POPPED. (TYPICAL)
29. REMOVE CEILING TEXTURE FROM ALL APARTMENT CEILINGS. PATCH & REPAIR CEILING AS NEEDED PRIOR TO APPLYING NEW TROWELED TEXTURE FINISH, PRIME & PAINT.
30. REPAINT INTERIOR OF ALL APARTMENTS (TYPICAL). PERFORM THE FOLLOWING PRIOR TO PRIMING/PAINTING/STAINING ALL WALLS, CEILINGS, CASING, TRIM, FRAMES, BASES & DOORS: REPAIR, PATCH, SAND & PREPARE ALL DAMAGED, CRACKED, WARPED, BROKEN, LOOSE OR MISSING DRYWALL WALLS & CEILINGS. RE-SET PROTRUDING NAILS/SCREWS & REMOVE ALL WALL PICTURE NAILS/HANGERS/SCREWS. REMOVE ALL DAMAGED DOOR CASING, TRIM, FRAMES & DOORS SCHEDULED TO BE REMOVED & REPLACED AND PROVIDE NEW AS SPECIFIED. RE-ANCHOR ALL EXISTING WOOD CASING, FRAMES, TRIM & DOORS NOT SCHEDULED TO BE REMOVED. THOROUGHLY CLEAN ALL SALVAGED INTERIOR SURFACES (PAINTED OR STAINED) W/ APPROPRIATE CLEANER PRIOR TO PRIMING/PAINTING/STAINING. CLEANING MATERIAL SHALL BE THE TYPE WHICH DOES NOT AFFECT THE SURFACES PREVENTING PROPER TACK FOR PRIMER (DO NOT USE SOAP). FOLLOWING THOROUGH CLEANING, PRIME/PAINT/STAIN ALL NEW & EXISTING WOOD DOORS, FRAMES, CASING, TRIM & BASE AS PER SPECIFICATIONS. ALL REPAIRED CEILING & WALL AREAS SHALL BE RE-TEXTURED TO MATCH EXISTING TEXTURE. REFER TO SPECS FOR TYPES OF PRIMERS, PAINTS, & STAINS FOR EACH.
31. PROVIDE NEW BLINDS AT ALL WINDOWS.
32. PROVIDE TAMPER PROOF 10-YEAR SMOKE ALARM. HARD-WIRED SMOKE DETECTORS W/ BATTERY BACK-UP IN ALL UNIT BEDROOMS & IN ALL HALLWAYS LEADING TO THE BEDROOMS. SMOKE DETECTORS SHALL BE WIRED TO SAME CIRCUIT WITHIN EACH UNIT. IN H.C. UNITS ONLY, INSTALL SMOKE DETECTOR W/ SOUND/STROBE TYPE BATTERY BACK-UP SYSTEM EQUAL TO BRK 7010BSL FOR HEARING IMPAIRED IN HALL & ALL BEDROOMS.
33. REMOVE ALL EMERGENCY PULLS, HORN & LIGHT. BLANK OFF LINES NOT IN USED AND PROVIDE COVER PLATE AS REQUIRED.
34. REMOVE ALL EXISTING WATER HEATERS. REPLACE WITH ALL NEW ELECTRIC WATER HEATERS COMPLETE WITH PANS, COPPER RELIEF VALVE AND NEW PLUGS OR DISCONNECT. PIPE OVERFLOW TO THE NEAREST FLOOR DRAIN, WET VENT OR TO THE EXTERIOR.
35. PROVIDE R-2 INSULATION ON ALL EXPOSED HOT WATER PIPES.
36. REMOVE EXISTING AND PROVIDE NEW ENERGY STAR HVAC SYSTEMS (FURNACES & A/C UNITS) TYPICAL FOR ALL APTS. HVAC SHALL BE MIN. OF 16 SEER. RE-USE DUCTWORK IF POSSIBLE. CLEAN ALL EXISTING DUCTWORK. INSTALL ANY NEW FLOOR VENTS, CEILING AND WALL GRILLES. REPLACE THRU-WALL FILTERED RETURN AIR GRILLE WITH NEW IF ANY. PROVIDE & SEAL ALL SUPPLY & RETURN DUCTWORKS TO REDUCE DUCT LEAKAGE.
37. REMOVE ALL EXISTING HVAC DOORS AND INSTALL NEW DOORES WITH R/A GRILLES.
38. AT LAUNDRY ROOM, REPLACE EXISTING WITH NEW HVAC SYSTEM. HVAC SHALL BE MIN. OF 16 SEER & ENERGY STAR RATED.
39. REPLACE ALL EXISTING EXHAUST BATH VENTS & LIGHT WITH NEW, VENT TO EXTERIOR.
40. REMOVE EXISTING LIGHT IN BATHROOM, PROVIDE NEW LED LIGHT
41. REMOVE EXISTING LIGHT IN UTILITY/ LAUNDRY, PROVIDE NEW LED LIGHT
42. REMOVE EXISTING CEILING MOUNTED LIGHT FIXTURE IN KITCHEN AND PROVIDE NEW SURFACE MOUNT LED LIGHT.
43. INSTALL NEW CEILING FAN W/ LIGHT IN, LIVING ROOMS, AND ALL BEDROOMS. WIRE TO EXISTING SWITCH; PROVIDE NEW ELECTRICAL WIRING & SWITCH IF NOT ALREADY AVAILABLE.

44. REPLACE ALL OTHER ROOM LIGHT FIXTURES IF BROKEN OR INOPERABLE WITH LIKE KIND. REPLACE ALL KEYLESS FIXTURES WITH NEW GLOBE FIXTURES.
45. PROVIDE SECURE ATTIC ACCESS. PROVIDE AT LEAST ONE ACCESS ON EACH SIDE OF THE PARTY WALL AND INSTALL ATTIC LIGHT FIXTURE WITH COVER.
46. PROVIDE NEW HANDICAP-ACCESSIBLE SINKS, H.C. WATER CLOSETS, GRAB BARS & H.C. TUB/SHOWER UNITS IN BATHROOMS FOR H.C. APARTMENTS.
47. PROVIDE AND INSTALL NEW FRONT PORCH LIGHT.
48. PAINT ELECTRICAL CABINET DOOR TO CONTRAST WITH WALL COLOR. RE-LABEL (IF MISSING OR FADED) ALL ELECTRIC PANEL CIRCUITS.
49. INSTALL GROUND FAULT BREAKERS IN KITCHEN & BATHS IF MISSING OR INOPERATIVE. HOOK UP TO EXISTING GFI CIRCUIT. PROVIDE AND INSTALL NEW ARC FAULT ELECTRICAL OUTLETS AT ALL BEDROOM PLUGS.
50. AT ALL APARTMENTS, REMOVE AND REPLACE ALL LIGHTING SWITCH WITH NEW AND ALL THERMOSTATS TO HAVE VISUAL TACTILE CUES, PROGRAMMABLE AND DIGITAL WITH RAISED BUTTONS.
51. REPLACE ALL RECEPTACLES & COVER PLATES WITH NEW (INCLUDING T.V. & TELEPHONE JACKS).
52. IN H.C. UNIT, ALL THERMOSTATS SHALL BE MOUNTED AT 48" A.F.F. TO TOP OF CONTROL.
53. HANDICAP UNITS TO HAVE LIGHT SWITCHES & PLUGS TO BE AT 44" A.F.F. TO CONTROLS AND ELECTRICAL OUTLETS 18" A.F.F. ALL SWITCHES AND PLUGS TO BE A CONTRASTING COLOR FROM COVER PLATE.
54. AT ALL H.C. UNITS, PROVIDE A NEW OUTLET WITHIN 18" OF TELEPHONE JACK, IF ONE IS NOT ALREADY AVAILABLE.
55. AT ALL H.C UNITS AND VISUAL IMPAIRED UNIT, INSTALL NEW PUSH BUTTON & HARD WIRED CHIMES WITH STROBE LIGHTS.
56. REFURBISH ALL DOORS BELLS IN ALL NON-H.C. UNITS, ONLY REPLACE WITH NEW, IF BROKEN OR NOT OPERABLE.
57. USE NO OR LOW VOC PAINT.

## Resolution 2026

Savannah Park of Dayton (Formerly Dayton Square Apartments)

**WHEREAS**, Belmont Development Company, LLC has proposed the rehabilitation of affordable rental housing at **2800 N Winfree St**, currently named Dayton Square Apartments in the City of Dayton, Liberty County, Texas; and

WHEREAS, Belmont Development Company, LLC has advised that it intends to rename Dayton Square Apartments to **Savannah Park of Dayton** as part of the rehabilitation project, and

**WHEREAS**, Belmont Development Company, LLC has advised that it intends to submit an application to the Texas Department of Housing and Community Affairs for 2025 Competitive 9% Housing Tax Credits for the Savannah Park of Dayton; and

**WHEREAS**, Belmont Development Company, LLC has requested a waiver of development/permit fees in the amount of \$250.00 for the Savannah Park of Dayton development as a commitment of development funding from the City of Dayton, Texas; and

**WHEREAS**, the City of Dayton, Texas has the authority to waive development fees on the property located at **2800 N Winfree St**;

### **IT IS HEREBY RESOLVED, THAT**

The governing body of the City of Dayton, Texas, hereby adopts this resolution as evidence to its commitment of funds in the amount of \$250.00 to be provided to the development in the form of a waiver of development/permit fees; and

The governing body of the City of Dayton, Texas, hereby confirms that it supports the rehabilitation of the Savannah Park of Dayton located at 2800 N Winfree St, and that this formal action has been taken to put on record the opinion expressed by the City on \_\_\_\_\_, 2026, and

RESOLVED, that as provided for in 10 TAC §11.3(c), it is expressly acknowledged and confirmed that the **City of Dayton** has more than twice the state average of units per capita supported by Housing Tax Credits or Private Activity Bonds, and

FURTHER RESOLVED, that the **City of Dayton** hereby supports the proposed **Savannah Park of Dayton**, and confirms that its governing body has voted specifically to approve the construction or rehabilitation of the Development and to authorize an allocation of Housing Tax Credits for the Development pursuant to Tex. Gov't Code §2306.6703(a)(4), and

**FURTHER RESOLVED**, that for and on behalf of the Governing Body, **Martin Mudd, Mayor** is hereby authorized, empowered, and directed to certify these resolutions to the Texas Department of Housing and Community Affairs.

This Resolution shall take effect immediately and upon passage.

**PASSED, APPROVED, and ADOPTED** this \_\_\_\_ day of \_\_\_\_\_ 2026 at a regular meeting of the City Council of Dayton.

---

Martin Mudd, Mayor

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Jennifer Perkins, City Secretary

Seal

## **Savannah Park of Dayton (currently Dayton Square)**

### **Relocation Plan**

Belmont Development Company, LLC (the “Developer”) has applied for funding assistance from the Texas Departments of Housing and Community Affairs (TDHCA) to assist with a proposed rehabilitation project that will be known as Savannah Park of Dayton located at 2800 Winfree St Dayton, Texas 77535. All tenants will be notified of the proposed project prior to relocation activity by General Information Notice (“GIN”) sent via certified mail or hand delivered, followed by a Notice of Non-Displacement upon closing that explains the reasonable terms and conditions under which the person may lease and occupy a unit once the rehab is completed. This plan is based on current project conditions and is subject to change.

#### **URA Applicability**

The Developer has not applied for HOME funds to carry out the rehabilitation, however, the housing units in the proposed project area currently receive federal financial assistance through the Section 515 Rural Rental Housing program, administered by the USDA, which will continue during and after the proposed rehabilitation. Though not technically required, this plan is modeled to comply with the Uniform Relocation and Real Property Acquisition Policies Act of 1970, as amended (the URA), in addition to any other applicable state or local regulations and policies.

#### **Project Description**

The project consists of 48 affordable units, 44 one bedroom and 4 two-bedroom units. The Developer intends to complete the substantial rehabilitation of all units in three phases of approximately 16 units each. The rehabilitation and relocation activities are estimated to take approximately 10 months to complete. There will be an initial move of a number of households to temporary housing to consolidate vacancies and provide fully vacated buildings so the rehabilitation work can begin. The exact number of temporary moves needed will be based on occupancy figures at the time. The Developer will utilize their contracted relocation consultant to coordinate the relocation process during the construction period.

The goal of this project is to minimize displacement. As much as it is possible, efforts will be made to carry out the rehabilitation work in phasing that will limit the amount of disruption to the residents and the total number of household moves. The temporary moves are necessary in order to vacate enough units to begin the rehab work. All other households will be permanently moved within the project to newly rehabbed units as they are completed (not necessarily their original unit). The Developer will provide moving services to move each household as necessary to temporary units as well as to newly rehabilitated permanent units. All utility reconnection fees and other reasonable out-of-pocket expenses will be paid for by the Developer in connection with either the permanent or temporary moves.

#### **Temporary Moves**

Some temporary moves will be necessary to vacate the first groups of units needed to successfully carry out each phase of the rehabilitation work. Additional temporary moves may be necessary to accommodate special needs households or other unforeseen circumstances that arise during the course of a renovation project of this nature. All temporary moves will be for less than 12 months as required under the URA and all costs associated with the temporary moves will be covered by the Developer, including any rent differentials that may exist for the period of the temporary move.

**ON SITE:**

All terms of the temporary moves will be reasonable as required. In the event a household must be moved temporarily to another unit in the project prior to or during rehabilitation, each affected household will be notified with reasonable advanced written notice of the date of the temporary move and approximate duration of the temporary move. Each household will be notified of the address of the suitable unit for the temporary move and the terms and conditions under which they may lease a suitable decent, safe and sanitary rehabilitated unit in the project once the rehabilitation is completed. They will also be offered moving services and reimbursement for all reasonable out of pocket expenses incurred with the move, including utility transfer and reconnection fees. All available vacancies within the project area will be evaluated and considered for use as temporary housing. Those vacancies that either currently meet or can reasonably be brought up to meet the URA's decent, safe and sanitary requirements for suitable temporary housing will be utilized first. Temporary units will be assigned based on those that are most comparable and proximate to the temporary move household's current unit.

**OFF SITE:**

Due to the lack of existing vacant units on site, it is very likely that some households will be required to temporarily move to suitable off-site housing during the renovation. Comparable rental units will be identified by the Developer and relocation contractor that meet the needs of the households required to temporarily relocate off site. Potential off-site rental units identified by a resident may be considered as long as the terms and conditions as required under the URA are met. The Developer will be responsible for negotiating the terms of the rental arrangements with any third-party landlords as necessary. In addition to the moving expenses, any required security deposit or monthly rent differential will be paid by the Developer.

As much as possible, potential off-site housing units will be identified that are within a reasonable distance from the project site. However, due to the size and geographical location of Dayton, there is a possibility that potential off-site rental housing may be located outside of Dayton in neighboring areas.

As an alternative to temporary rental housing, some residents may choose to stay with family or friends during the construction process. The Developer will be responsible for moving their property to nearby storage and back into their newly rehabbed permanent apartment when available. Additionally, while not required, the Developer will offer each household choosing to move with family or friends a monthly dislocation allowance of \$150 for the additional inconvenience. Similar to other off-site temporary moves, residents choosing to stay with family or friends should expect to remain off site until the final phase of construction or as soon as a suitable newly rehabbed unit is available to offer.

**Permanent Moves within the Project**

Households that will remain in the project will be required to move permanently to a newly rehabbed unit within the project. Tenants will not be displaced and will be allowed to remain in the project, however, not necessarily in the same unit. Each household to be permanently moved within the project will be issued the appropriate notices and permanently moved to a suitable decent, safe and sanitary rehabilitated unit within the project. Each household will also be given

reasonable advanced written notice of the date of the planned move to their newly rehabilitated unit and will be offered moving services and reimbursement for all reasonable out of pocket expenses incurred with the move, including utility transfer and reconnection fees.

### **Relocation Budget**

An initial estimated budget amount of \$4,500/unit has been established in order to facilitate the relocation process. These funds will be used to cover the costs associated with the Temporary Moves previously described above. This amount is based on our recent past experiences with similar LIHTC/USDA-RD rehab developments. Once the Development is closer to getting underway, the Relocation Specialist will develop a property specific budget taking into account all the relevant variables in place at that point in time; including, but not limited to, the number of vacant units available for temporary moves onsite, as well as an analysis of the available housing stock in the surrounding area that would qualify to house those individuals needing to be temporarily moved off-site.

Below is what we expect per unit.

|                     |                                |
|---------------------|--------------------------------|
| Moving/Storage      | \$1,200                        |
| Rent/Hotel Expenses | \$ 2,900                       |
| Utilities/Deposits  | \$ 200                         |
| Misc.               | \$ 200                         |
| Total               | \$4,500 x 48 units = \$216,000 |

### **Accessibility**

Modification or conversion of existing units per the rehabilitation plans will provide sufficient supply of ADA compliant units to meet or exceed current requirements under the law. Exterior modifications to the buildings that house the ADA units will be made as necessary to insure there are no impediments to accessibility.

Special consideration will be given to those households currently in or requiring ADA compliant or handicapped accessible units. If a temporary move is determined to be necessary, special needs households will get priority to temporarily relocate to another vacant unit on site with the appropriate modifications made to meet the household needs. They will also be offered packing assistance and moving services as well as reimbursement for all reasonable out of pocket expenses incurred with the move, including utility transfer, reconnection fees and any rent differentials that may exist for the period of the temporary move. All existing households will be evaluated and assigned to the accessible units available that best meet or exceed their needs. While not anticipated at this time, in the event we are unable to accommodate handicapped/disabled tenants on site temporarily, we will seek out available accessible units at other nearby apartment communities to lease on their behalf.

### **Displaced Households**

The Developer will be responsible for providing benefits to any households who may become displaced as a result of the project. Displaced households will receive relocation assistance at the time they are required to move. Households that must permanently move from the project will be provided full displacement benefits as required. However, no displacement is anticipated.

### **Counseling and Other Advisory Services**

Once the development has been approved and is 45-60 days from construction starting, we will

schedule a tenant meeting to discuss the construction and relocation process. At that time, we will ask for input from the tenants as to their preference for relocation and determine any special accommodations. The input of each tenant's relocation needs and wishes will be accommodated to the best of our ability. Belmont is committed to making this process as simple and hassle free as possible for each tenant during this rehabilitation.

The Developer will provide assistance to all residents, both non-displaced and those that may be displaced by this project. In the event tenants become displaced as a result of this project, the appropriate assistance will be provided to residents including applicable written notices and referrals to at least three decent, safe and sanitary replacement housing units. Residents will be assisted in claiming benefits and will receive referrals for social services, as needed. Again, displacement is not anticipated.

**Recordkeeping**

All tenant letters, tenant information, relocation plans, and evidence of payment will be filed and stored upon completion of this project for review. Files will be kept for a minimum of 3 years from the date of completion of the project.

THIS PLAN IS SUBJECT TO CHANGE, BASED ON RELOCATION SPECIALIST RECOMMENDATIONS.



TO: Martin Mudd

FROM: Jennifer Perkins

RE: Consider with possible action on Resolution R2026-17 approving the request of Hotel / Motel funds for the assistance of the Dayton Ole Tyme Days Festival.

DATE: February 9, 2026

COMMENTS:

Anna Smith with the Dayton Ole Tyme Days is requesting the \$5,000 of Hotel/Motel funds for the Dayton Ole Tyme Days Festival.

AVAILABLE FUNDING:

N/A

ACTION REQUESTED:

Approve or Deny request as presented.

ATTACHMENTS:

[R2026-17 approving HOT funds for dayton ole tyme days.pdf](#)

[Dayton Ole Tyme Days 2026 Request \(1\).pdf](#)



**RESOLUTION NO. R2026-17**

**City of Dayton**

**A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF DAYTON, TEXAS, A HOME RULE MUNICIPALITY EXISTING UNDER THE LAWS OF THE STATE OF TEXAS, APPROVING THE USE OF HOTEL OCCUPANCY FUNDS FOR ASSISTANCE WITH THE 2026 DAYTON OLE TYME DAYS FESTIVAL.**

**WHEREAS**, the Dayton Ole Tyme Days Festival is an annual event that serves Dayton and surrounding communities; and

**WHEREAS**, the Dayton Ole Tyme Days Festival brings in visitors and vendors from outside of Dayton that help our local economy by staying in hotels and shopping locally in Dayton; and

**WHEREAS**, section 351 of the Texas Tax Code allows for the usage of Hotel Occupancy Tax Funds by municipalities for special purposes; and

**WHEREAS**, the Dayton City Council finds that using Hotel Occupancy Tax Funds to help fund portions of the Dayton Ole Tyme Days benefits tourism within the City of Dayton.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Dayton, Texas, hereby approves using \$5,000 in Hotel Occupancy Tax Funds to help fund the 2026 Dayton Ole Tyme Days Festival with said funds being used to help offset the costs of marketing, advertising and promotion of the arts.

PASSED AND APPROVED this \_\_\_\_ day of \_\_\_\_\_, 2026.

CITY OF DAYTON, TEXAS

\_\_\_\_\_  
Martin Mudd, Mayor

ATTEST:

\_\_\_\_\_  
Jennifer Perkins, City Secretary

We kindly ask you to grant our request,

I Anna Smith, Festival Chairman of the Dayton Ole Tyme Days Festival, along with the Festival Committee kindly ask for the City of Dayton to assist the DOTD Festival 2026 with the Hotel Motel Tax amount of \$5000 that has been budgeted in each year for hosting this event to raise funds for graduating high school seniors and local business promoting. Our goal is for many to visit Dayton during this time and having the support of the City of Dayton to assist in the Hotel Motel Tax for head & bed individuals, bringing many to our town . We greatly appreciate your support for making this festival possible.

Sincerely,

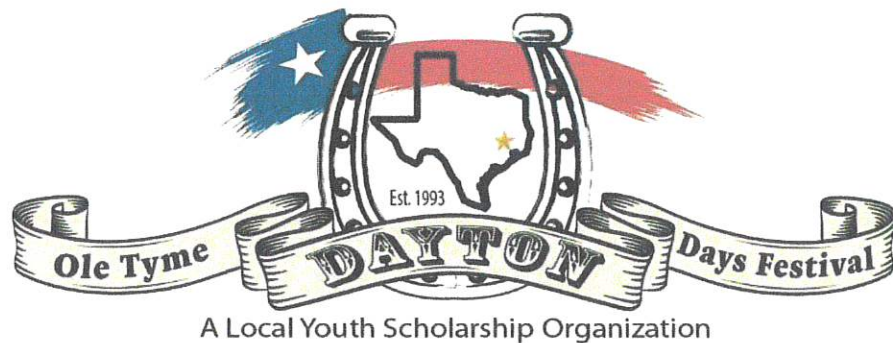
Anna Smith

Festival Chairman

Dayton Ole Tyme Days Festival

Anna's Barber Shop

Oct. 6, 2025



113 Bryan St. Dayton, Tx.



TO: Martin Mudd

FROM: Leslie Herrera

RE: Consider with possible action on Resolution No. R2026-19 accepting the City of Dayton's Water and Wastewater Impact Fee Audit report.

DATE: February 9, 2026

COMMENTS:

Review and accept Impact Fee Audit report.

AVAILABLE FUNDING:

N/A

ACTION REQUESTED:

Approve Resolution No. R2026-19, as presented.

ATTACHMENTS:

[R2026-19 Impact Fee Audit Report.pdf](#)

[City of Dayton TX Impact Fee AUP 6-30-2024 FINAL \(2\).pdf](#)

**RESOLUTION NO. R2026-19**

**City of Dayton**

**A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF DAYTON,  
TEXAS, A HOME RULE MUNICIPALITY EXISTING UNDER THE LAWS  
OF THE STATE OF TEXAS, ACCEPTING THE CITY OF DAYTON'S  
WATER AND WASTEWATER IMPACT FEE AUDIT REPORT.**

**WHEREAS**, newly adopted Texas law requires municipalities to audit impact fees; and

**WHEREAS**, the City of Dayton is seeking to amending its CIP and water/wastewater impact fees;  
and

**WHEREAS**, the City of Dayton hired an independent auditor to audit the City of Dayton's  
water/wastewater impact fees.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Dayton, Texas,  
hereby accepts the Water and Wastewater Impact Fee Audit Report.

PASSED AND APPROVED this \_\_\_\_ day of \_\_\_\_\_, 2026.

CITY OF DAYTON, TEXAS

\_\_\_\_\_  
Martin Mudd, Mayor

ATTEST:

\_\_\_\_\_  
Jennifer Perkins, City Secretary

# **City of Dayton, Texas**

Water and Wastewater Impact Fees Report

Agreed-Upon Procedures

Period Beginning October 1, 2021, and  
Ending September 30, 2024

# City of Dayton, Texas

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## Independent Accountants' Report

Honorable Mayor and City Council  
Derek Woods, City Manager  
City of Dayton, Texas

We have performed the procedures enumerated below for this agreed-upon procedures engagement to assist management of the City of Dayton, Texas (the City), with the requirement set forth in Section 395.059 of the Texas Local Government Code (the Code) which requires that "before a political subdivision may increase an existing impact fee or adopt a new impact fee for a service area where an impact fee had previously been adopted, the political subdivision must conduct an independent financial audit in accordance with this section". As such, we have performed the procedures identified below, solely to assist users in evaluation of the City's compliance with the Code for the period beginning October 1, 2021, and ending September 30, 2024. The City is responsible for compliance with all legislative requirements defined by the Code.

The City has agreed to and acknowledged that the procedures performed are appropriate to meet the intended purpose of the engagement which is determining compliance with Section 395.059 of the Code. This report may not be suitable for any other purpose. The procedures performed may not address all the items of interest to a user of this report and may not meet the needs of all users of this report and, as such, users are responsible for determining whether the procedures performed are appropriate for their purposes.

The procedures and associated findings are as follows:

- Procedure: We obtained from the City a detailed listing of impact fee funds collected by category, service area, and year. We then compared this listing to the general ledger detail, the annual audited financial statements, the summary of collections provided by the City (Attachment 1), and a detailed listing of building permits issued. We then selected a sample of these transactions, consisting of 10% of the population (26 permits in total) and selected 13 from each type of fee (water and wastewater), and performed the following: 1) Agreed the category and service area assigned to supporting documentation. 2) Agreed the amounts charged to the impact fee schedule passed by City ordinance. 3) Traced the amounts charged to the bank statements.
  - No exceptions or findings noted.
- Procedure: We obtained from the City a summary of interest income earned on impact fee funds by year, by type (Attachment 2). We then agreed this summary to the general ledger detail, annual audited financial statements, and the bank statements. We confirmed that there were no unallowable journal entries or transfers of these amounts to other funds. We agreed the amount of interest accumulated related to refunds in Attachment 2 to supporting documentation and recalculated the amount disbursed compared to Section 395.025(d).
  - No exceptions or findings noted.

- Procedure: We obtained from the City a listing of projects by category/service area, identifying if each has been completed or not (Attachment 3). We compared the list to the capital improvements plan(s) included in the impact fee study. We then selected a sample of the completed projects to trace to supporting documentation to confirm the status of completion. For projects not completed, we confirmed if the impact fees were refunded, if required by Section 395.025. As there were no expenditures as of September 30, 2024, the planned procedures above related to selecting a sample were not applicable to complete.
  - No exceptions or findings noted.
- Procedure: We agreed the balance of unspent funds at the end of each year provided by the City (Attachment 1 and 5) to the annual audited financial statements and bank statements. We recalculated the ending balances and observed that the amounts were shown as restricted net position in the annual audited financial statements.
  - Finding Number One: The balance at the end of each fiscal year under testing was not shown as restricted net position in the annual audited financial statements.
- Procedure: We obtained from the City a detailed listing of expenditures, by category and service area, funded by impact fees. We then compared this listing to the general ledger detail, the annual audited financial statements, and the summary of project spending provided by the City (Attachment 1). We selected a sample of these expenditures to trace to an approved project in the capital improvements plan(s), compared the category and service area assigned to supporting documentation, and confirmed that it was an allowable expenditure per Section 395.012. As there were no expenditures as of September 30, 2024, the planned procedures above related to selecting a sample were not applicable to complete.
  - No exceptions or findings noted.
- Procedure: We obtained from the City a listing of waived impact fees under Section 395.016(g) and compared this to the listing of building permits obtained in the first procedure that had their impact fees waived. We then selected a sample from this listing and inspected documentation confirming its qualification as affordable housing under 42 U.S.C Section 12745 and under any applicable City ordinance(s). As there were no waived impact fees as of September 30, 2024, the planned procedures above related to selecting a sample were not applicable to complete.
  - No exceptions or findings noted.
- Procedure: We obtained from the City a detailed listing of any requested refunds of impact fees under Section 395.025 and compared the total to Attachment 4. We then selected a sample (the sample consisted of one transaction as the population of refunds was one) from this detailed listing and compared to the City's records related to the decision of disposition to both Section 395.025 and any applicable City ordinance(s).
  - No exceptions or findings noted.
- Procedure: We obtained from the City a detail listing of impact fees refunded under Section 395.025 and compared the total to Attachment 4 as well as the general ledger detail. We then selected a sample (the sample consisted of one transaction as the population of refunds was one) from this detailed listing and inspected documentation confirming its qualification under Section 395.025 and any applicable City ordinance(s).
  - No exceptions or findings noted.



- Procedure: We obtained all capital improvements plans from the City and confirmed that they contained a credit under Section 395.014 (7)(A) or (7)(B) of the code. If Section 395.014(A) was used, we then compared this calculation to supporting documents and recalculated the credit.
  - No exceptions or findings noted.
- Procedure: We obtained from the City a listing of improvements constructed or financed by developers under Sections 395.019(2), 395.023, or 395.0231 of the code. We then selected a sample of these improvements to compare the credit provided off the impact fee otherwise due to supporting documentation. As there were no improvements by developers under Sections 395.019(2), 395.023, or 395.0231 of the code as of September 30, 2024, the planned procedures above related to selecting a sample were not applicable to complete.
  - No exceptions or findings noted.

We were engaged by the City to perform this agreed-upon procedures engagement and conducted our engagement in accordance with attestation standards established by the American Institute of Certified Public Accountants. We were not engaged to and did not conduct an examination or review engagement, the objective of which would be the expression of an opinion or conclusion, respectively, on the City's compliance with the Code for the period beginning October 1, 2021, and ending September 30, 2024. Accordingly, we do not express such an opinion or conclusion. Had we performed additional procedures, other matters might have come to our attention that would have been reported to you.

We are required to be independent of the City and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements related to our agreed-upon procedures engagement.

This report is intended solely for and the use of the City and is not intended to be, and should not be, used by anyone other than these specified parties.

*Baker Tilly US, LLP*

Madison, Wisconsin  
December 30, 2025

## City of Dayton, Texas

### Attachments

Period Beginning October 1, 2021, and Ending September 30, 2024

#### Attachment #1 – Summary

|                          | Fiscal Year-Ending |            |              |
|--------------------------|--------------------|------------|--------------|
|                          | 9/30/2022          | 9/30/2023  | 9/30/2024    |
| Beginning Balance        | \$ -               | \$ 37,105  | \$ 820,240   |
| Add:                     |                    |            |              |
| Collections:             |                    |            |              |
| Water Impact Fee         | 19,518             | 319,784    | 243,216      |
| Sewer Impact Fee         | 17,587             | 468,352    | 362,725      |
| Interest Income          | -                  | 6,098      | 33,438       |
| Less:                    |                    |            |              |
| Project Spending:        |                    |            |              |
| Water Impact Fee         | -                  | -          | -            |
| Sewer Impact Fee         | -                  | -          | -            |
| Refunds                  | -                  | 11,099     | -            |
| Ending Balance (unspent) | \$ 37,105          | \$ 820,240 | \$ 1,459,619 |

#### Attachment #2 – Interest Income

|                                                  | 9/30/2022 | 9/30/2023 | 9/30/2024 |
|--------------------------------------------------|-----------|-----------|-----------|
| Interest Income (normal)                         | \$ -      | \$ 6,098  | \$ 33,438 |
| Interest Income (refund related - not disbursed) | -         | -         | -         |
| Interest Income (refund related - disbursed)     |           |           | -         |
| Total                                            | \$ -      | \$ 6,098  | \$ 33,438 |

### Attachment #3 – Capital Projects and Current Status

- The list of projects below was taken from the 2021 Water and Wastewater Impact Fee Study. There have been no expenditures to date.

Water and Wastewater Impact Fee Study  
City of Dayton



**Table 4-1: Cost Allocation for Water Impact Fee Calculation**

| Water Project No. | Description of Project                                                                                                    | Percent Utilization |      |           | Costs Based on 2021 Dollars |                     |                     |
|-------------------|---------------------------------------------------------------------------------------------------------------------------|---------------------|------|-----------|-----------------------------|---------------------|---------------------|
|                   |                                                                                                                           | 2021 <sup>(1)</sup> | 2031 | 2021-2031 | Capital Cost                | Current Development | 10-Year (2021-2031) |
| Existing          | A FM 1960 Water Line Extension                                                                                            | 5%                  | 65%  | 60%       | \$395,376                   | \$19,769            | \$237,226           |
|                   | B Rosewood Water Well and Booster Pump Expansion                                                                          | 5%                  | 100% | 95%       | \$641,980                   | \$32,099            | \$609,881           |
|                   | C Highway 146 Utility Extension                                                                                           | 25%                 | 65%  | 40%       | \$1,115,586                 | \$278,897           | \$446,234           |
|                   | D Water and Wastewater Master Plan and Impact Fee Study                                                                   | 0%                  | 50%  | 50%       | \$148,850                   | \$0                 | \$74,425            |
| Sub Total         |                                                                                                                           |                     |      |           | \$2,301,792                 | \$330,764           | \$1,367,766         |
| Proposed          | 1 New FM 1960 Water Plant (Phase I) with 2,000 gpm well, 3.6 MGD firm service pumping, and 1.2 MG GST                     | 0%                  | 90%  | 90%       | \$18,341,000                | \$0                 | \$16,506,900        |
|                   | 2 New 12-inch Water Line along County Road 6021                                                                           | 0%                  | 55%  | 55%       | \$4,629,800                 | \$0                 | \$2,546,390         |
|                   | 3 Tram Road 8-inch Water Line and FM 1008 8-inch Water Line                                                               | 15%                 | 55%  | 40%       | \$1,678,200                 | \$251,730           | \$671,280           |
|                   | 4 New 16-inch Water Line along US Hwy 90                                                                                  | 5%                  | 30%  | 25%       | \$3,911,000                 | \$195,550           | \$977,750           |
|                   | 5 New 12-inch Water Line along Old River                                                                                  | 0%                  | 40%  | 40%       | \$3,833,200                 | \$0                 | \$1,533,280         |
|                   | 6 New South Water Plant with 2,100 gpm well, 3.0 MGD service pumping, 1.1 MG GST, 0.75 MG EST, and 12-inch water line     | 0%                  | 65%  | 65%       | \$22,340,800                | \$0                 | \$14,521,520        |
|                   | 7 FM 1960 Water Plant Expansion (Phase II) with additional 2,000 gpm well, 3.6 MGD firm service pumping, and 1.2 MG GST   | 0%                  | 25%  | 25%       | \$21,055,400                | \$0                 | \$5,263,850         |
|                   | 8 New Northwest Water Plant with 1,500 gpm well, 4.6 MGD service pumping, 1.6 MG GST, 0.75 MG EST, and 12-inch water line | 0%                  | 50%  | 50%       | \$30,632,200                | \$0                 | \$15,316,100        |
|                   | 9 New 8-inch Water Line to Liberty MUD 5 along Tram Road                                                                  | 5%                  | 90%  | 85%       | \$2,093,000                 | \$104,650           | \$1,779,050         |
|                   | 10 Additional 1.0 MG EST at Tram Well Site                                                                                | 0%                  | 35%  | 35%       | \$5,616,000                 | \$0                 | \$1,965,600         |
|                   | 11 New 12-inch Water Line along FM 1960 and 12-inch Water Line along Grand Parkway                                        | 0%                  | 50%  | 50%       | \$8,899,800                 | \$0                 | \$4,449,900         |
| Sub Total         |                                                                                                                           |                     |      |           | \$123,030,400               | \$551,930           | \$65,531,620        |
| Total             |                                                                                                                           |                     |      |           | \$125,332,192               | \$882,694           | \$66,899,386        |

(1) Utilization in 2021 accounts for the portion of the project that serves existing customers and is not impact fee eligible.

Water and Wastewater Impact Fee Study  
City of Dayton



**Table 4-2: Cost Allocation for Wastewater Impact Fee Calculation**

| Water Project No. | Description of Project                                                                                                                                               | Percent Utilization |      |           | Costs Based on 2021 Dollars |                     |                     |
|-------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------|------|-----------|-----------------------------|---------------------|---------------------|
|                   |                                                                                                                                                                      | 2021 <sup>(1)</sup> | 2031 | 2021-2031 | Capital Cost                | Current Development | 10-Year (2021-2031) |
| Existing          | A Wastewater Treatment Plant Expansion                                                                                                                               | 10%                 | 100% | 90%       | \$6,880,000                 | \$688,000           | \$6,192,000         |
|                   | B Highway 146 Utility Extension                                                                                                                                      | 5%                  | 10%  | 5%        | \$1,115,586                 | \$55,779            | \$55,779            |
|                   | C Water and Wastewater Master Plan and Impact Fee Study                                                                                                              | 0%                  | 50%  | 50%       | \$148,850                   | \$0                 | \$74,425            |
| Sub Total         |                                                                                                                                                                      |                     |      |           | \$8,144,436                 | \$743,779           | \$6,322,204         |
| Proposed          | 1 New Relocated 12 MGD Sawmill Lift Station, 48-Inch Gravity Line and Microtunnel, and Influent WWTP Lift Station Consolidation                                      | 65%                 | 70%  | 5%        | \$13,584,200                | \$8,829,730         | \$679,210           |
|                   | 2 Replacement 48-inch Waco Street Gravity Line and Thriftee, Clayton, Burger King, and Houston at Cleveland Lift Station Consolidations                              | 35%                 | 40%  | 5%        | \$9,154,700                 | \$3,204,145         | \$457,735           |
|                   | 3 Replacement 36/42-Inch Waco Street Gravity Line                                                                                                                    | 40%                 | 45%  | 5%        | \$7,416,600                 | \$2,966,640         | \$370,830           |
|                   | 4 Cherry Creek Lift Station Expansion to 2.8 MGD                                                                                                                     | 45%                 | 90%  | 45%       | \$1,592,800                 | \$716,760           | \$716,760           |
|                   | 5 Overpass Lift Station Phase I Expansion to 2.5 MGD (Expandable to 6.0 MGD) and New 10-Inch Gravity Line                                                            | 15%                 | 45%  | 30%       | \$3,928,000                 | \$589,200           | \$1,178,400         |
|                   | 6 Replacement 48-inch Gravity Line Between Highway 146 and the Railroad                                                                                              | 25%                 | 45%  | 20%       | \$3,662,600                 | \$915,650           | \$732,520           |
|                   | 7 Highway 146 Lift Station Phase I Expansion to 2.0 MGD (Expandable to 5.2 MGD), Lift Station Relocation, New 15/18/30-Inch Gravity Line, and New 12-Inch Force Main | 5%                  | 65%  | 60%       | \$13,520,600                | \$676,030           | \$8,112,360         |
|                   | 8 New 18-inch and Replacement 18/21-Inch Highway 90 and Sunset Heights Gravity Line                                                                                  | 5%                  | 75%  | 70%       | \$4,147,600                 | \$207,380           | \$2,903,320         |
|                   | 9 New 24-Inch Gravity Line Along Highway 146 Flowing North to Southwest WWTP                                                                                         | 0%                  | 60%  | 60%       | \$4,585,200                 | \$0                 | \$2,751,120         |
|                   | 10 New 2.0 MGD South Wastewater Treatment Plant and New 15/27-Inch Gravity Line Along Highway 146                                                                    | 0%                  | 55%  | 55%       | \$54,969,800                | \$0                 | \$30,233,390        |
|                   | 11 Southwest WWTP 2.0 MGD Expansion to 6.0 MGD (Phase I)                                                                                                             | 0%                  | 55%  | 55%       | \$39,007,500                | \$0                 | \$21,454,125        |
|                   | 12 Sawmill Lift Station Phase II 10 MGD Expansion to 22 MGD                                                                                                          | 0%                  | 100% | 100%      | \$6,494,300                 | \$0                 | \$6,494,300         |
|                   | 13 New 1.0 MGD North Wastewater Treatment Plant and 24-inch Gravity Line                                                                                             | 0%                  | 55%  | 55%       | \$24,309,900                | \$0                 | \$13,370,445        |
|                   | 14 Replacement 18/27-Inch Luke Street Gravity Line                                                                                                                   | 45%                 | 55%  | 10%       | \$3,971,600                 | \$1,787,220         | \$397,160           |
|                   | 15 Replacement 12/15-Inch Slover Street and Cherry Creek Road Gravity Line                                                                                           | 20%                 | 75%  | 55%       | \$1,160,200                 | \$232,040           | \$638,110           |
|                   | 16 Prater Lift Station Expansion to 0.4 MGD and 6-inch Force Main Re-route                                                                                           | 0%                  | 85%  | 85%       | \$1,354,100                 | \$0                 | \$1,150,985         |
| Sub Total         |                                                                                                                                                                      |                     |      |           | \$192,859,700               | \$20,124,795        | \$91,640,770        |
| Total             |                                                                                                                                                                      |                     |      |           | \$201,004,136               | \$20,868,574        | \$97,962,974        |

(1) Utilization in 2021 accounts for the portion of the project that serves existing customers and is not impact fee eligible.

## City of Dayton, Texas

### Attachments

Period Beginning October 1, 2021, and Ending September 30, 2024

#### Attachment #4 – Refunds

|                            | 9/30/2022 | 9/30/2023 | 9/30/2024   |
|----------------------------|-----------|-----------|-------------|
| Requested Refunds          | \$ -      | \$ 11,099 | \$ -        |
| Amount Refunded            | -         | 11,099    | -           |
| Refunds Owed, Not Yet Paid |           |           | <u>\$ -</u> |

#### Attachment #5 – Ending Balance, by Type

|                      | 9/30/2022        | 9/30/2023         | 9/30/2024           |
|----------------------|------------------|-------------------|---------------------|
| Ending Balance:      |                  |                   |                     |
| Water Impact Fee     | \$ 19,518        | \$ 337,246        | \$ 593,982          |
| Sewer Impact Fee     | 17,587           | 482,994           | 865,637             |
| Total Ending Balance | <u>\$ 37,105</u> | <u>\$ 820,240</u> | <u>\$ 1,459,619</u> |



TO: Martin Mudd

FROM: Mendy Davis

RE: Consider with possible action on Resolution No. R2026-21 approving change order #2 for the Sewer Rehab Project.

DATE: February 9, 2026

COMMENTS:

Change Order #2 pertains to the Sewer Rehab Project. The contract was awarded to C&A Construction LLC for \$847,132.51 under Resolution No. R2025-39. This amount is below our original construction budget of \$1,163,512.00. According to GLO guidelines, a Change Order of up to 25% is permitted. A previous Change Order (R2025-86), approved by the Council, authorized \$203,239.00 for the contract. With the current Change Order #2 amount of \$8,359.00, the total contract cost, including all approved change orders, will be \$1,058,730.51. Please note that the City is not required to provide matching funds for this change order, and it remains within the approved grant budget. Additionally, due to the previously discussed Fee Cap, the City may be responsible for approximately \$16,000 related to engineering costs.

AVAILABLE FUNDING:

N/A

ACTION REQUESTED:

Approve Resolution No. R2026-21, as presented.

ATTACHMENTS:

[R2026-21 Sewer Rehab Project Change Order #2.pdf](#)  
[Change Order #2\\_Rev2-1.pdf](#)

## **RESOLUTION NO. R2026-21**

### **City of Dayton**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DAYTON, TEXAS, APPROVING CHANGE ORDER NO. 2 TO THE CONTRACT WITH C&A CONSTRUCTION, LLC FOR THE SEWER REHABILITATION PROJECT; AUTHORIZING EXECUTION OF RELATED DOCUMENTS; AND PROVIDING AN EFFECTIVE DATE.**

WHEREAS, pursuant to Resolution No. R2025-39, the City Council awarded a construction contract to C&A Construction, LLC for the Sewer Rehabilitation Project in the original amount of \$847,132.51, which was below the project construction budget of \$1,163,512.00; and

WHEREAS, pursuant to Resolution No. R2025-86, the City Council previously approved Change Order No. 1 in the amount of \$203,239.00; and

WHEREAS, Change Order No. 2 has been proposed in the amount of \$8,359.00 to address additional work necessary for completion of the project; and

WHEREAS, with approval of Change Order No. 2, the total contract amount will be \$1,058,730.51, which remains within the approved grant budget and within the 25% change order allowance permitted under General Land Office (GLO) guidelines; and

WHEREAS, the City is not required to provide matching funds for this change order, and the costs are eligible under the existing grant award; and

WHEREAS, the City Council finds that approval of Change Order No. 2 is necessary and in the best interest of the City to complete the Sewer Rehabilitation Project;

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

**Section 1. Approval of Change Order.** The City Council hereby approves Change Order No. 2 to the contract with C&A Construction, LLC for the Sewer Rehabilitation Project in the amount of \$8,359.00, resulting in a total contract amount of \$1,058,730.51.

**Section 2. Authorization.** The City Manager, or his designee, is authorized to execute Change Order No. 2 and any related documents necessary to implement this action in accordance with grant requirements.

**Section 3. Funding.** The City Council acknowledges that no local matching funds are required for this change order and that the project remains within the approved grant budget. Any engineering costs subject to previously discussed fee caps shall be addressed in accordance with the professional services agreement.

**Section 4. Effective Date.** This Resolution shall take effect immediately upon adoption.

PASSED AND APPROVED this \_\_\_\_ day of \_\_\_\_\_, 2026.

CITY OF DAYTON, TEXAS

\_\_\_\_\_  
Martin Mudd, Mayor

ATTEST:

\_\_\_\_\_  
Jennifer Perkins, City Secretary

|                            |                               |                       |
|----------------------------|-------------------------------|-----------------------|
| <b>Project</b>             | Sanitary Sewer Rehabilitation | <b>Project Number</b> |
| <b>Owner</b>               | City of Dayton                | 24-065-006-E163       |
| <b>Contractor</b>          | C&A Construction, LLC (C&A)   |                       |
| <b>Design Professional</b> | Freese and Nichols, Inc (FNI) | DYT24278              |

Dear Mr. Woods,

Change Order #2 reflects revisions in scope and quantities based on field conditions identified during construction. The proposed change results in a net increase of \$8,359.00 to the construction contract, bringing the total contract value to \$1,058,730.51. The cumulative change remains within the 25% statutory cap established by the General Land Office (GLO).

The primary changes include:

1. Additional pipe bursting linear footage based on lengths reported from post-construction TV Inspection.
2. Replacement of four existing fiberglass manholes (G-004B, G-014, H-030, H-034) in lieu of rehabilitation.
3. Reconnection of sanitary service laterals from the manholes to the sewer main line for the manholes to be replaced.
4. Additional point repairs identified during post-construction TV inspection. These point repairs will require additional post-construction TV inspections once completed.
5. Deletion of remaining extra work items, resulting in a deduction of \$14,125.00.
6. Deletion of pavement and sod restoration items that were not used in this project.
7. Remove manhole H-051 from the project scope, as field investigations determined the existing invert elevations are conflicting and replacement at their original elevations could result in surcharging.
8. Extension of 30 calendar days to the contract time to complete the additional manhole replacements. This includes time for the Contractor to order new manholes and cover assemblies.

Line items for pipe bursting and replacing existing fiberglass manholes with 4-foot diameter manholes was approved in Change Order #1. A proposal was provided by C&A LLC for extra depth of manholes to be replaced beyond the standard 8 feet of depth. The cost provided is considered justifiable based on competitive market pricing.

This change does not alter the number of project beneficiaries or the overall project scope. It improves system integrity by replacing aging fiberglass manholes with new lined concrete manholes and repairing defects in sewer main lines that will reduce infill and infiltration. FNI recommends approval of Change Order No. 2 in the amount of \$8,359.00, revising the contract total to \$1,058,730.51 with a 30-day extension in contract time. Please review the attached documents and execute the change order accordingly.

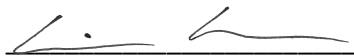
Attachment A – Texas GLO Construction Change Order Request Form

Attachment B – Change Order No. 2 Breakdown

Attachment C – Change Order No. 2 Plan Attachments

Attachment D – C&A Proposal for Extra Depth of New 4-Ft Precast Concrete Manholes

**Approved by Design Professional**



Name

1/29/2027

Date





**COMMUNITY DEVELOPMENT & REVITALIZATION**  
**The Texas General Land Office**  
*Construction Change Order Request*

**NOTE: Texas Local Government Code Sec. 262.031 "CHANGES IN PLANS AND SPECIFICATIONS" regulations apply. Generally, a cumulative increase in the contract price in excess of 25% or a cumulative decrease in excess of 18% are disallowed.**

|                                                                                                      |                                                                                                  |                                                                                                     |
|------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------|
| Subrecipient: <span style="border: 1px solid black; padding: 2px;">City of Dayton</span>             | GLO Contract Number: <span style="border: 1px solid black; padding: 2px;">24-065-006-E163</span> | Date: <span style="border: 1px solid black; padding: 2px;">1/29/2026</span>                         |
| Engineer Name Address & Phone                                                                        | Subrecipient Name, Address, & Phone Number:                                                      | Contractor Name, Address & Phone Number:                                                            |
| Freese and Nichols Inc<br>10497 Town and County Way<br>Suite 500<br>Houston, TX 77024                | City of Dayton<br>117 Cook St<br>Dayton, TX 77535                                                | C&A Construction, LLC<br>14110 Luthe Rd.<br>Houston, TX 77039                                       |
| Project #: <span style="border: 1px solid black; padding: 2px;">Sanitary Sewer Rehabilitation</span> | Bid Package #: <span style="border: 1px solid black; padding: 2px;"></span>                      | Change Order #: <span style="border: 1px solid black; padding: 2px;">2</span>                       |
| Contract Origination Date: <span style="border: 1px solid black; padding: 2px;">9/8/2025</span>      |                                                                                                  | Project Description: <span style="border: 1px solid black; padding: 2px;">Sewer Improvements</span> |

**You are hereby requested to comply with the following changes from the contract plans and specifications.**

| Item No. | Description of Changes: Quantities, Units, Unit Prices, Change in Completion Schedule etc.                                                                                                                                                                                                                                                                                                                         | Decrease in Contract Price | Increase in Contract Price |
|----------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------|----------------------------|
| A-06     | (Base - Hunnicut Subdivision) Point/Sag Repair Existing 6-10" Sanitary Sewer Line, All Depths, All Lengths, Including Pre-Construction TV Inspection Fittings, Backfill Material, Pipe, Disposal of Existing Pipe and Soil, and Reconnecting Sewer Laterals, 14 EA, <b>+4 EA</b>                                                                                                                                   | \$ -                       | \$ 17,712.00               |
| A-06-B   | (Base - Hunnicut Subdivision) Pipe Burst Existing 6-8" Sanitary Sewer with 8" HDPE Pipe, Including Backfill, Testing, and Sag Repair, 823 LF, <b>+26LF</b>                                                                                                                                                                                                                                                         | \$ -                       | \$ 2,860.00                |
| A-07     | (Base - Hunnicut Subdivision) Remove and Replace End of Line Cleanout, 3 EA, <b>-1 EA</b>                                                                                                                                                                                                                                                                                                                          | \$ (2,670.00)              | \$ -                       |
| A-08     | (Base - Hunnicut Subdivision) Manhole Rehabilitation of Normal Depth Manholes, Up to 8 FT of Depth, Including Wall Lining and Coating, Grout Injection, Structural Wall Repairs, Reforming the Bench & Channel, Reconnecting and Sealing Pipes to Manhole, Manhole Wall Cleaning Prior to Rehab, and Replacement of Adjustment Rings, 24" Frame & Cover, and Stainless Steel Inflow Preventer, 12 EA, <b>-2 EA</b> | \$ (11,320.00)             | \$ -                       |
| A-11     | (Base - Hunnicut Subdivision) Remove and Replace Existing Sanitary Sewer Manhole with New 5-FT Diameter Normal Depth Precast Concrete Manhole, Up to 8 FT Depth, Including 32" Frame and Cover and Lining, 9 EA, <b>-1 EA</b>                                                                                                                                                                                      | \$ (17,264.00)             | \$ -                       |
| A-11-A   | (Base - Hunnicut Subdivision) Sanitary Sewer Service Reconnection, 17 EA, <b>+4 EA</b>                                                                                                                                                                                                                                                                                                                             | \$ -                       | \$ 3,000.00                |
| A-11-B   | (Base - Hunnicut Subdivision) Remove and Replace Existing Sanitary Sewer Manhole with New 4-FT Diameter Normal Depth Precast Concrete Manhole, Up to 8 FT Depth, Including 32" Frame and Cover and Lining, <b>+3 EA</b>                                                                                                                                                                                            | \$ -                       | \$ 45,390.00               |
| A-14     | (Base - Hunnicut Subdivision) Remove and Replace Asphalt Pavement, 860 SY, <b>-300 SY</b>                                                                                                                                                                                                                                                                                                                          | \$ (16,500.00)             | \$ -                       |
| A-14-A   | (Base - Hunnicut Subdivision) Remove and Replace Concrete Driveway, 80 SY, <b>-22 SY</b>                                                                                                                                                                                                                                                                                                                           | \$ (2,750.00)              | \$ -                       |
| A-16     | (Base - Hunnicut Subdivision) Post-Construction Cleaning and TV Inspection of 6-10" Sanitary Sewer Pipe, 2,800 LF, <b>+542 LF</b>                                                                                                                                                                                                                                                                                  | \$ -                       | \$ 1,626.00                |
| A-27     | (Base - Kindt Subdivision) Remove and Replace Asphalt Pavement, 120 SY, <b>-50 SY</b>                                                                                                                                                                                                                                                                                                                              | \$ (2,750.00)              | \$ -                       |
| A-28     | (Base - Kindt Subdivision) Remove and Replace Sod, 130 SY, <b>-75 SY</b>                                                                                                                                                                                                                                                                                                                                           | \$ (750.00)                | \$ -                       |

|        |                                                                                                                                                                                                                                                                                                                                                                                                                         |                |              |
|--------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------|--------------|
| A-38   | (Base - Suburban Acres Subdivision) Manhole Rehabilitation of Normal Depth Manholes, Up to 8 FT of Depth, Including Wall Lining and Coating, Grout Injection, Structural Wall Repairs, Reforming the Bench & Channel, Reconnecting and Sealing Pipes to Manhole, Manhole Wall Cleaning Prior to Rehab, and Replacement of Adjustment Rings, 24" Frame & Cover, and Stainless Steel Inflow Preventer, 7 EA, <b>-3 EA</b> | \$ (11,320.00) | \$ -         |
| A-40-A | (Base - Suburban Acres Subdivision) Sanitary Sewer Service Reconnection, 5 EA, <b>+2EA</b>                                                                                                                                                                                                                                                                                                                              | \$ -           | \$ 1,500.00  |
| A-40-B | (Base - Suburban Acres Subdivision) Remove and Replace Existing Sanitary Sewer Manhole with New 4-FT Diameter Normal Depth Precast Concrete Manhole, Up to 8 FT Depth, Including 32" Frame and Cover and Lining, 1 EA, <b>+2 EA</b>                                                                                                                                                                                     | \$ -           | \$ 30,260.00 |
| A-40-C | (Base - Suburban Acres Subdivision) Extra Depth (>8 FT) for New 4-FT Diameter Precast Concrete Manhole, <b>+5 VF</b>                                                                                                                                                                                                                                                                                                    | \$ -           | \$ 1,950.00  |
| A-43   | (Base - Suburban Acres Subdivision) Remove and Replace Sod, 166 SY, <b>-61 SY</b>                                                                                                                                                                                                                                                                                                                                       | \$ (610.00)    | \$ -         |
| A-44   | (Base - Suburban Acres Subdivision) Remove and Replace Concrete Pavement, 20 SY, <b>-20 SY</b>                                                                                                                                                                                                                                                                                                                          | \$ (2,860.00)  | \$ -         |
| B-01   | (Extra Work Items) Ground and Surface Water Control for Open-Cut Construction (Min Unit Price \$25/LF), 100 LF, <b>-85 LF</b>                                                                                                                                                                                                                                                                                           | \$ (2,125.00)  | \$ -         |
| B-05   | (Extra Work Items) Extra Machine Excavation (Min Unit Price \$30/SY), 100 SY, <b>-100 SY</b>                                                                                                                                                                                                                                                                                                                            | \$ (3,000.00)  | \$ -         |
| B-06   | (Extra Work Items) Extra Cement Stabilized Sand (Min Unit Price \$100/SY), 100 SY, <b>-65 SY</b>                                                                                                                                                                                                                                                                                                                        | \$ (6,500.00)  | \$ -         |
| B-07   | (Extra Work Items) Obstruction Removal by Excavation (Min Unit Price \$750/EA), <b>-2 EA</b>                                                                                                                                                                                                                                                                                                                            | \$ (1,500.00)  |              |
| B-08   | (Extra Work Items) Obstruction Removal by Remote Device (Min Unit Price \$500/EA), <b>-2 EA</b>                                                                                                                                                                                                                                                                                                                         | \$ (1,000.00)  |              |
| D-02   | (Alt Bid 1 - Hunnicutt Subdivision) Remove and Replace Asphalt Pavement, 100 SY, <b>-100 SY</b>                                                                                                                                                                                                                                                                                                                         | \$ (5,500.00)  | \$ -         |
| E-02   | (Alt Bid 2 - Hunnicutt Subdivision) Remove and Replace Asphalt Pavement, 20 SY, <b>-20 SY</b>                                                                                                                                                                                                                                                                                                                           | \$ (1,100.00)  | \$ -         |
| F-02   | (Alt Bid 3 - Suburban Acres Subdivision) Remove and Replace Concrete Pavement, 40 SY, <b>-40 SY</b>                                                                                                                                                                                                                                                                                                                     | \$ (5,720.00)  | \$ -         |
| F-03   | (Alt Bid 3 - Suburban Acres Subdivision) Remove and Replace Sod, 45 SY, <b>-45 SY</b>                                                                                                                                                                                                                                                                                                                                   | \$ (450.00)    | \$ -         |
| G-03   | (Alt Bid 4 - Suburban Acres Subdivision) Remove and Replace Sod, 25 SY, <b>-25 SY</b>                                                                                                                                                                                                                                                                                                                                   | \$ (250.00)    | \$ -         |

See sheet 2 to add additional entries

**Change in Construction Contract Price**

|                                             |                 |
|---------------------------------------------|-----------------|
| Original Contract Price:                    | \$ 847,132.51   |
| Cumulative Previous Change Order(s) Total:  | \$ 203,239.00   |
| Contract Price Prior to this Change Order:  | \$ 1,050,371.51 |
| Net Increase/Decrease of this Change Order: | \$ 8,359.00     |

**Change in Contract Time (Calendar Days)**

|                                                     |     |
|-----------------------------------------------------|-----|
| Original Contract Time in Days:                     | 180 |
| Net Change from Previous Change Order(s) in Days:   | 0   |
| Contract Time Prior to this Change Order in Days:   | 180 |
| Net Increase/Decrease of this Change Order in Days: | 30  |



**COMMUNITY DEVELOPMENT & REVITALIZATION**  
**The Texas General Land Office**  
*Construction Change Order Request*

|                                                   |                 |                                                        |           |
|---------------------------------------------------|-----------------|--------------------------------------------------------|-----------|
| Contract Price with All Approved Change Orders:   | \$ 1,058,730.51 | Contract Time with All Approved Change Orders in Days: | 210       |
| Cumulative Percent Change in Contract Price (+/-) | 24.98%          | Subrecipient Contract End Date:                        | 5/31/2026 |
| Construction Contract Start Date:                 | 9/8/2025        | Construction Contract End Date:                        | 4/6/2026  |

Reimbursements of costs included in this change order are subject to review by GLO-CDR.

**\*This document may be executed prior to submission for GLO-CDR review, but all parties involved will be held responsible if the change order or amendment warranted as a result of this change order is not in compliance with CDBG or HUD Requirements**

|                                       |                                                                                    |                                                                                      |
|---------------------------------------|------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------|
|                                       |  |  |
| Subrecipient Signature                | Engineer Signature                                                                 | Contractor Signature                                                                 |
| Derek Woods - City Manager            | Eric Engelskirchen - Project Manager                                               | Manuel Negrete - Project Manager                                                     |
| Subrecipient Name and Title (Printed) | Engineer Name and Title (Printed)                                                  | Contractor Name and Title (Printed)                                                  |

**Justification for Change Order**

1. Will this change order increase or decrease the number of beneficiaries?

☐ Increase ☐ Decrease ☒ No Change

If there is a change, how many beneficiaries will be affected?

Total  LMI

2. Effect of this change on the scope of work:

☐ Increase ☐ Decrease ☒ No Change

3. Effect on operation and maintenance costs:

☐ Increase ☐ Decrease ☒ No Change

4. Are all prices in the change order dependent upon unit prices found in the original bid?

☐ Yes ☒ No

If "no", explain:

Line Items A-06-B, A-011-A, A-011-B, and A-40-B were approved as part of Change Order #1. Line Item A-011-C is a item to be added as part of this change order for the Contractor to furnish and install precast concrete manhole depth that exceeds the 8 feet standard depth. This price is comparable to current market pricing and is recommended for approval.

5. Has the change created new circumstances or environmental conditions which may affect the project's impact, such as concealed or unexpected conditions discovered during actual construction?

☐ Yes ☒ No

If "yes", is an environmental assessment required?



**COMMUNITY DEVELOPMENT & REVITALIZATION**  
**The Texas General Land Office**  
*Construction Change Order Request*

6. Is the Texas Council on Environmental Quality (TCEQ) clearance still valid (if applicable)?

☒ Yes ☐ No

7. Is the CCN permit still valid? (sewer projects only)

☒ Yes ☐ No

8. Are the disability access requirements/approval still valid (if applicable)?

☐ Yes ☐ No

9. Are other Disaster Recovery contractual special condition clearances still valid?

☐ Yes ☐ No

If "no", explain:

**Disclaimer:** The Texas General Land Office has made every effort to ensure the information contained on this form is accurate and in compliance with the most up-to-date CDBG-DR and/or CDBG-MIT federal rules and regulations, as applicable. It should be noted that the Texas General Land Office assumes no liability or responsibility for any error or omission on this form that may result from the interim period between the publication of amended and/or revised federal rules and regulations and the Texas General Land Office's standard review and update schedule.

| Item #                                         | Explanation for Increase/Decrease                                                                                                                                      | Change in Hunnicutt Subdivision | Change in Kindt Subdivision | Change in Suburban Acres Subdivision |
|------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------|-----------------------------|--------------------------------------|
| A-06                                           | Additional point repairs needed that was confirmed via post-construction TV inspection.                                                                                | \$ 17,712.00                    | \$ -                        | \$ -                                 |
| A-06-B                                         | Additional pipe bursting length that was confirmed via post-construction TV inspection.                                                                                | \$ 2,860.00                     | \$ -                        | \$ -                                 |
| A-07                                           | Deletion of Cleanout to be replaced by a manhol: MH G-004B                                                                                                             | \$ (2,670.00)                   | \$ -                        | \$ -                                 |
| A-08                                           | Deletion of manhole rehab for manholes to be replaced. MH G-019A was a duplicate. MH G-014 is fiberglass and is to be replaced                                         | \$ (11,320.00)                  | \$ -                        | \$ -                                 |
| A-11                                           | Manhole G-019C will be replaced with a 4-FT manhole instead of a 5-FT manhole. Deleting one (1) 5-FT manhole                                                           | \$ (17,264.00)                  | \$ -                        | \$ -                                 |
| A-11-A                                         | Existing sanitary service laterals to be reconnected to the main sewer line at various locations within the Hunnicutt Subdivision                                      | \$ 3,000.00                     | \$ -                        | \$ -                                 |
| A-11-B                                         | Manholes to be replaced in lieu of rehabilitation: G-014 and G-004B. MH G-019C to be replaced with a 4-FT manhole instead of 5-FT manhole because of utility conflicts | \$ 45,390.00                    | \$ -                        | \$ -                                 |
| A-14                                           | Asphalt Pavement Restoration Qty not used                                                                                                                              | \$ (16,500.00)                  | \$ -                        | \$ -                                 |
| A-14-A                                         | Concrete Driveway Restoration Qty not used                                                                                                                             | \$ (2,750.00)                   | \$ -                        | \$ -                                 |
| A-16                                           | Additional Post-Construction TV Inspection for the additional point repairs to be completed                                                                            | \$ 1,626.00                     | \$ -                        | \$ -                                 |
| A-27                                           | Asphalt Pavement Restoration Qty not used                                                                                                                              | \$ -                            | \$ (2,750.00)               | \$ -                                 |
| A-28                                           | Sod Restoration Qty not used                                                                                                                                           | \$ -                            | \$ (750.00)                 | \$ -                                 |
| A-38                                           | Deletion of manhole rehab for manholes to be replaced: H-030 and H-034                                                                                                 | \$ -                            | \$ -                        | \$ (11,320.00)                       |
| A-40-A                                         | Existing sanitary service laterals to be reconnected to the main sewer line at various locations within the Suburban Acres Subdivision                                 | \$ -                            | \$ -                        | \$ 1,500.00                          |
| A-40-B                                         | Manholes to be replaced in lieu of rehabilitation: H-030 and H-034                                                                                                     | \$ -                            | \$ -                        | \$ 30,260.00                         |
| A-40-C                                         | Extra Depth of New 4-Ft Manhole to be installed                                                                                                                        | \$ -                            | \$ -                        | \$ 1,950.00                          |
| A-43                                           | Sod Restoration Qty not used                                                                                                                                           | \$ -                            | \$ -                        | \$ (610.00)                          |
| A-44                                           | Concrete Pavement Restoration Qty not used                                                                                                                             | \$ -                            | \$ -                        | \$ (2,860.00)                        |
| D-02                                           | Asphalt Pavement Restoration Qty not used                                                                                                                              | \$ (5,500.00)                   | \$ -                        | \$ -                                 |
| E-02                                           | Asphalt Pavement Restoration Qty not used                                                                                                                              | \$ (1,100.00)                   | \$ -                        | \$ -                                 |
| F-02                                           | Concrete Pavement Restoration Qty not used                                                                                                                             | \$ -                            | \$ -                        | \$ (5,720.00)                        |
| F-03                                           | Sod Restoration Qty not used                                                                                                                                           | \$ -                            | \$ -                        | \$ (450.00)                          |
| G-03                                           | Sod Restoration Qty not used                                                                                                                                           | \$ -                            | \$ -                        | \$ (250.00)                          |
| B-01                                           | Deletion of Extra Work Item for additional work                                                                                                                        | \$                              |                             | (2,125.00)                           |
| B-05                                           | Deletion of Extra Work Item for additional work                                                                                                                        | \$                              |                             | (3,000.00)                           |
| B-06                                           | Deletion of Extra Work Item for additional work                                                                                                                        | \$                              |                             | (6,500.00)                           |
| B-07                                           | Deletion of Extra Work Item for additional work                                                                                                                        | \$                              |                             | (1,500.00)                           |
| B-08                                           | Deletion of Extra Work Item for additional work                                                                                                                        | \$                              |                             | (1,000.00)                           |
| <b>Total Change Order Cost per Subdivision</b> |                                                                                                                                                                        | <b>\$ 13,484.00</b>             | <b>\$ (3,500.00)</b>        | <b>\$ 12,500.00</b>                  |
| Original Total per Subdivision (Bid Form)      |                                                                                                                                                                        | \$ 381,915.92                   | \$ 163,908.02               | \$ 250,933.57                        |
| Revised Total per Subdivision w/ CO #1         |                                                                                                                                                                        | \$ 613,441.92                   | \$ 165,150.02               | \$ 253,779.57                        |
| <b>Updated Total per Subdivision</b>           |                                                                                                                                                                        | <b>\$ 626,925.92</b>            | <b>\$ 161,650.02</b>        | <b>\$ 266,279.57</b>                 |
| Revised Total Extra Work w/ CO #1              |                                                                                                                                                                        | \$                              |                             | 18,000.00                            |
| Extra Work Deduction                           |                                                                                                                                                                        | \$                              |                             | (14,125.00)                          |
| Original Contract Cost                         |                                                                                                                                                                        | \$ 847,132.51                   |                             |                                      |
| Revised Contral Total w/ CO #1                 |                                                                                                                                                                        | \$ 1,050,371.51                 |                             |                                      |
| <b>Total Change Order Cost</b>                 |                                                                                                                                                                        | <b>\$ 8,359.00</b>              |                             |                                      |
| <b>Revised Total Project Cost</b>              |                                                                                                                                                                        | <b>\$ 1,058,730.51</b>          |                             |                                      |
| Remaining Funds to Allocate within 25% Cap     |                                                                                                                                                                        | \$ 185.13                       |                             |                                      |



Created By Freese and Nichols, Inc.  
Job No.: DYT24278  
Location: H:\WW\_PLANNING\01\_DELIVERABLES\01\_Rehab\_Subdivisions\Figure\_1-Rehab\_Subdivisions.mxd  
Updated: Tuesday, April 29, 2025 10:56:18 AM  
User Name: 03R12

## GENERAL NOTES

1. SEE SHEET SS-08 AND SS-09 FOR DETAILED DESCRIPTION OF WORK REQUIREMENTS FOR THIS AREA.
2. CONTRACTOR TO CONTACT ALL UTILITY COMPANIES IN THE WORK AREA TO FIELD VERIFY ALL EXISTING UTILITIES. CONTRACTOR TO FIELD ADJUST PITS TO AVOID CONFLICTS WITH ALL EXISTING UTILITIES. CONTRACTOR IS RESPONSIBLE FOR COORDINATING ALL UTILITY CONFLICTS WITH APPROPRIATE AGENCIES.
3. CONTRACTOR IS RESPONSIBLE FOR CALLING TEXAS ONE-CALL AT LEAST 48 HOURS BEFORE COMMENCING WORK. CONTRACTOR IS RESPONSIBLE FOR ALL DAMAGES DUE TO FAILURE OF LOCATING OR PRESERVING OF EXISTING UTILITIES.
4. CONTRACTOR TO CONDUCT CCTV INSPECTION AND SUBMIT TO THE ENGINEER PRIOR TO COMPLETING THE PROPOSED WORK. CONTRACTOR TO SUBMIT PROPOSED WORK FOR ENGINEER APPROVAL.
5. CONTRACTOR IS RESPONSIBLE FOR MAINTAINING SEWAGE FLOW WITH BYPASS PUMPING OR OTHER CITY APPROVED METHODS

Freese and Nichols, Inc.

THE SEAL THAT ORIGINALLY APPEARED ON THIS DOCUMENT  
 WAS AUTHORIZED BY : ERIC J. ENGELSKIRCHEN P.E.  
 TEXAS NO: 123324 ON: 5/16/2025



**THE NICHOL**  
10497 Town and Country Way,  
Suite 500  
Houston, Texas 77024  
Phone - (713) 600-6800  
Web - [www.freese.com](http://www.freese.com)

CITY OF DAYTON, LIBERTY COUNTY, TEXAS

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**SANITARY SEWER REHABILITATION**

CIVIL  
HUNNICUTT SUBDIVISION  
WINDOW 1

|                                                                                                                                                             |       |    |      |                 |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------|-------|----|------|-----------------|
| NO.                                                                                                                                                         | ISSUE | BY | DATE | PER JOB NO.     |
|                                                                                                                                                             |       |    |      | DYT24278        |
|                                                                                                                                                             |       |    |      | DATE 05/02/2025 |
|                                                                                                                                                             |       |    |      | DESIGNED EL     |
|                                                                                                                                                             |       |    |      | DRAWN JO        |
|                                                                                                                                                             |       |    |      | CHECKED         |
| VERIFY SCALE <input type="checkbox"/> Bar Scale is one inch on original drawing.<br><input type="checkbox"/> 1 if not one inch on this sheet, adjust scale. |       |    |      | APPROVED EJE    |

SHEET  
SS-01

ISSUED FOR CONSTRUCTION  
7/24/2025

|   |      |         |
|---|------|---------|
| N | SEQ. | 4 OF 22 |
|---|------|---------|



| <u>Point/Sag Repair</u>                                                             |                   | <u>Hunnicut Subdivision</u>                                                         |                   | <u>Kindt Subdivision</u>                                                              |              | <u>Suburban Acres Subdivision</u>                                                     |              | <u>Existing Wastewater System</u>                                                     |              |                                                                                       |              |                                                                                       |                 |                                                                                       |            |                                                                                       |            |
|-------------------------------------------------------------------------------------|-------------------|-------------------------------------------------------------------------------------|-------------------|---------------------------------------------------------------------------------------|--------------|---------------------------------------------------------------------------------------|--------------|---------------------------------------------------------------------------------------|--------------|---------------------------------------------------------------------------------------|--------------|---------------------------------------------------------------------------------------|-----------------|---------------------------------------------------------------------------------------|------------|---------------------------------------------------------------------------------------|------------|
|  | Base Bid          |  | Alternative Bid 2 |   | Manhole      |  | Manhole      |  | Manhole      |  | Manhole      |  | Parcel          |                                                                                       |            |                                                                                       |            |
|  | Alternative Bid 1 |  | Alternative Bid 3 |   | Cleanout     |  | Cleanout     |  | Cleanout     |  | Lift Station |  | Wastewater Line |  | Force Main |  | City Limit |
|                                                                                     |                   |                                                                                     |                   |  | Gravity Main |  | Gravity Main |  | Gravity Main |                                                                                       |              |                                                                                       |                 |                                                                                       |            |                                                                                       |            |

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Created By Freese and Nichols, Inc.  
Job No.: DYT24278  
Location: H:\W\_WW\_PLANNING\01\_DELIVERABLES\01\_Rehab\_Subdivisions\Figure\_1-Rehab\_Subdivisions.mxd  
Updated: Tuesday, April 29, 2025 10:57:09 AM  
User Name: 03812

## GENERAL NOTES

1. SEE SHEET SS-08 AND SS-09 FOR DETAILED DESCRIPTION OF WORK REQUIREMENTS FOR THIS AREA.
2. CONTRACTOR TO CONTACT ALL UTILITY COMPANIES IN THE WORK AREA TO FIELD VERIFY ALL EXISTING UTILITIES. CONTRACTOR TO FIELD ADJUST PITS TO AVOID CONFLICTS WITH ALL EXISTING UTILITIES. CONTRACTOR IS RESPONSIBLE FOR COORDINATING ALL UTILITY CONFLICTS WITH APPROPRIATE AGENCIES.
3. CONTRACTOR IS RESPONSIBLE FOR CALLING TEXAS ONE-CALL AT LEAST 48 HOURS BEFORE COMMENCING WORK. CONTRACTOR IS RESPONSIBLE FOR ALL DAMAGES DUE TO FAILURE OF LOCATING OR PRESERVING OF EXISTING UTILITIES.
4. CONTRACTOR TO CONDUCT CCTV INSPECTION AND SUBMIT TO THE ENGINEER PRIOR TO COMPLETING THE PROPOSED WORK. CONTRACTOR TO SUBMIT PROPOSED WORK FOR ENGINEER APPROVAL.
5. CONTRACTOR IS RESPONSIBLE FOR MAINTAINING SEWAGE FLOW WITH BYPASS PUMPING OR OTHER CITY APPROVED METHODS

Freese and Nichols, Inc.

THE SEAL THAT ORIGINALLY APPEARED ON THIS DOCUMENT  
 WAS AUTHORIZED BY : ERIC J. ENGELSKIRCHEN P.E.  
 TEXAS NO: 123324 ON: 5/16/2025  
 ALTERATION OF A SEALED DOCUMENT WITHOUT PROPER



**THE NICHOL**  
10497 Town and Country Way,  
Suite 500  
Houston, Texas 77024  
Phone - (713) 600-6800  
Web - [www.freese.com](http://www.freese.com)

CITY OF DAYTON, LIBERTY COUNTY, TEXAS

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**SANITARY SEWER REHABILITATION**

CIVIL  
HUNNICUTT SUBDIVISION  
WINDOW 2

|              |                                                |    |           |             |
|--------------|------------------------------------------------|----|-----------|-------------|
| NO.          | ISSUE                                          | BY | DATE      | FOR JOB NO. |
|              |                                                |    |           | DYT24278    |
|              |                                                |    | DATE      | 05/02/2025  |
|              |                                                |    | DESIGNED  | EL          |
|              |                                                |    | DRAWN     | JO          |
|              |                                                |    | CHECKED   |             |
| VERIFY SCALE | Bar Scale is one inch on original drawing.     |    | FILE NAME |             |
| 0            | 1 if not one inch on this sheet, adjust scale. |    | APPROVED  | EJE         |

SS-02

|   |      |         |
|---|------|---------|
| N | SEQ. | 5 OF 22 |
|---|------|---------|

ISSUED FOR CONSTRUCTION  
7/24/2025



### Point/Sag Repair

Hunnicut Subdivsion

Kindt SubdivisionSuburban Acres Subdivision

### Existing Wastewater System

 Parcel  
 City Limit

0 100  
SCALE IN FEET



DAYTON TEXAS

- Base Bid
- Alternativ

Alternative Bid 2  
Alternative Bid 3

 Manhole  
 Cleanout  
 Gravity Main

 Manhole  
 Cleanout  
 Gravity Main

 Manhole  
 Cleanout  
 Gravity Main

● Manhole  
 Lift Station

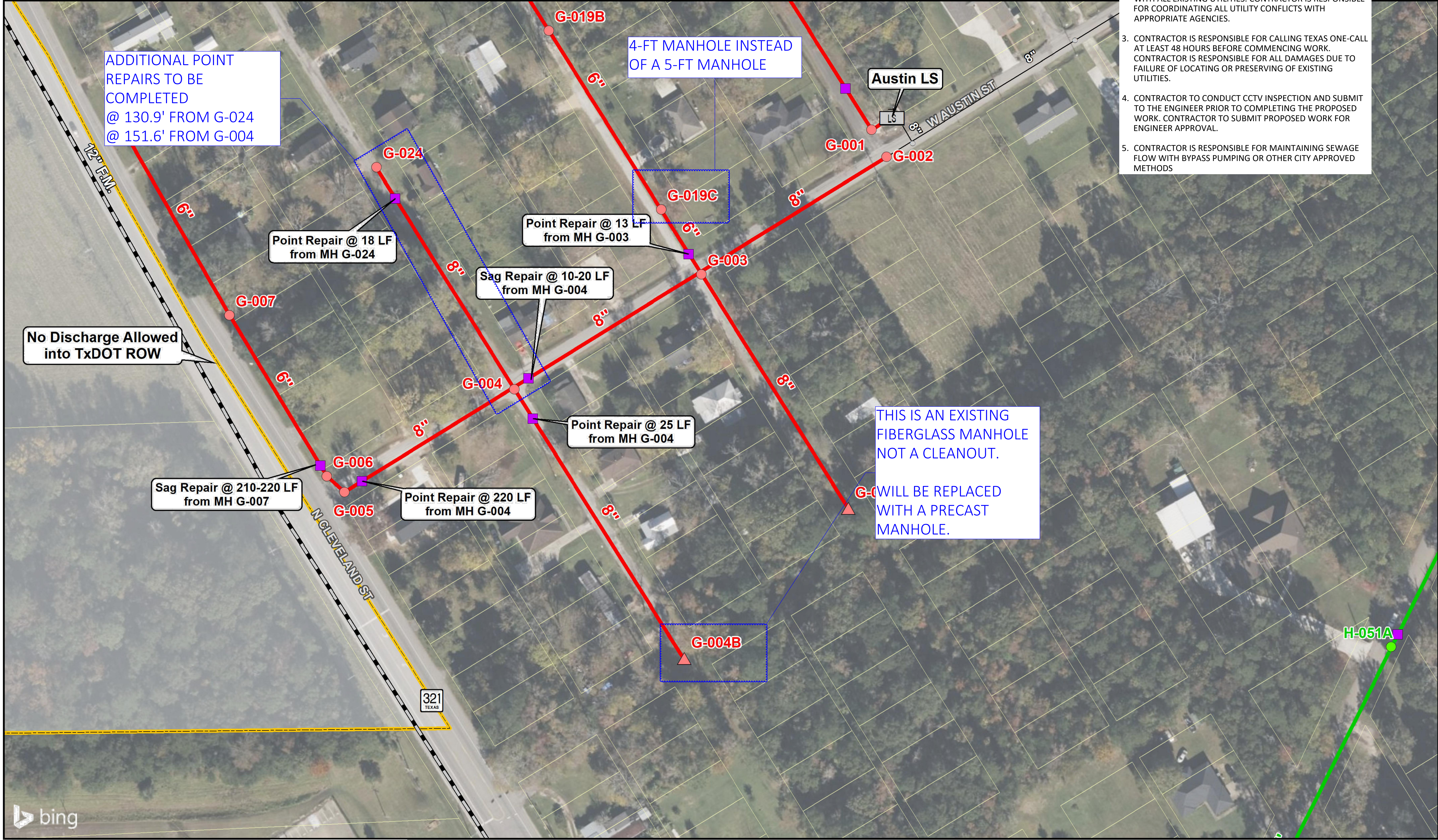
 Wastewater Line  
 Force Main

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Created By Freese and Nichols, Inc.  
Job No.: DYT24278  
Location: H:W: WWW: PLANNING\01\_DELIVERABLES\01\_Rehab\_Subdivisions\Figure\_1-Rehab\_Subdivisions.mxd  
Updated: Tuesday, April 29, 2025 10:58:01 AM  
User Name: 03812



- GENERAL NOTES:
- SEE SHEET SS-08 AND SS-09 FOR DETAILED DESCRIPTION OF WORK REQUIREMENTS FOR THIS AREA.
  - CONTRACTOR TO CONTACT ALL UTILITY COMPANIES IN THE WORK AREA TO FIELD VERIFY ALL EXISTING UTILITIES. CONTRACTOR TO FIELD ADJUST PITS TO AVOID CONFLICTS WITH ALL EXISTING UTILITIES. CONTRACTOR IS RESPONSIBLE FOR COORDINATING ALL UTILITY CONFLICTS WITH APPROPRIATE AGENCIES.
  - CONTRACTOR IS RESPONSIBLE FOR CALLING TEXAS ONE-CALL AT LEAST 48 HOURS BEFORE COMMENCING WORK. CONTRACTOR IS RESPONSIBLE FOR ALL DAMAGES DUE TO FAILURE OF LOCATING OR PRESERVING OF EXISTING UTILITIES.
  - CONTRACTOR TO CONDUCT CCTV INSPECTION AND SUBMIT TO THE ENGINEER PRIOR TO COMPLETING THE PROPOSED WORK. CONTRACTOR TO SUBMIT PROPOSED WORK FOR ENGINEER APPROVAL.
  - CONTRACTOR IS RESPONSIBLE FOR MAINTAINING SEWAGE FLOW WITH BYPASS PUMPING OR OTHER CITY APPROVED METHODS

Freese and Nichols, Inc.  
Texas Registered Engineering Firm F-2144

THE SEAL THAT ORIGINALLY APPEARED ON THIS DOCUMENT  
WAS REVOKED BY THE BOARD OF ENGINEERING EXAMINERS  
ON 05/24/2025  
REASON: VIOLATION OF PRACTICE ACT  
OFFENSE UNDER THE TEXAS ENGINEERING PRACTICE ACT.

**FREES**  
**NICHOLS**

10497 Town and Country Way,  
Suite 500  
Houston, Texas 77024  
Phone - (713) 600-6800  
Web - www.freese.com

CITY OF DAYTON, LIBERTY COUNTY, TEXAS

**SANITARY SEWER REHABILITATION**

CIVIL  
**HUNNICUTT SUBDIVISION  
WINDOW 3**

| NO. | ISSUE | BY | DATE | FILE NAME          |
|-----|-------|----|------|--------------------|
| 1   | ISSUE |    |      | CV-SS-HUNNICUT.dwg |
| 2   | ISSUE |    |      |                    |
| 3   | ISSUE |    |      |                    |
| 4   | ISSUE |    |      |                    |
| 5   | ISSUE |    |      |                    |
| 6   | ISSUE |    |      |                    |
| 7   | ISSUE |    |      |                    |
| 8   | ISSUE |    |      |                    |
| 9   | ISSUE |    |      |                    |
| 10  | ISSUE |    |      |                    |

SS-03

SEQ. 6 OF 22

ISSUED FOR CONSTRUCTION  
7/24/2025

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Plot Date: 5/2/2025 11:57 AM Plot By: 08869 Filename: N:\WTU\Drawings\CV-SS-HUNNICUT.dwg



- | Point/Sag Repair    |                     | Hunnicut Subdivision |                | Kindt Subdivision |                | Suburban Acres Subdivision |                | Existing Wastewater System |              | Other |  |
|---------------------|---------------------|----------------------|----------------|-------------------|----------------|----------------------------|----------------|----------------------------|--------------|-------|--|
| ■ Base Bid          | ■ Alternative Bid 2 | ● Manhole            | ● Manhole      | ● Manhole         | ● Manhole      | ● Manhole                  | ● Manhole      | — Wastewater Line          | — Parcel     |       |  |
| ■ Alternative Bid 1 | ■ Alternative Bid 3 | ▲ Cleanout           | ▲ Cleanout     | ▲ Cleanout        | ▲ Cleanout     | ▲ Cleanout                 | ▲ Cleanout     | — Force Main               | — City Limit |       |  |
|                     |                     | — Gravity Main       | — Gravity Main | — Gravity Main    | — Gravity Main | — Gravity Main             | — Gravity Main |                            |              |       |  |





Created By Freese and Nichols, Inc.  
Job No.: DYT24278  
Location: H:\WW\_PLANNING\01\_DELIVERABLES\01\_Rehab\_Subdivisions\Figure\_1-Rehab\_Subdivisions.mxd  
Updated: Tuesday, April 29, 2025 10:59:46 AM  
User Name: 03812

THIS MANHOLE  
CAN'T BE REPLACED  
BECAUSE OF  
CONFLICT INVERT  
ELEVATIONS

MANHOLE IS TO BE REPLACED  
INSTEAD OF REHABBED  
BECAUSE ITS FIBERGLASS.

WILL RELOCATE LATERALS TO  
MAINLINE WHEN REPLACING  
MANHOLE

MANHOLE IS TO BE REPLACED  
INSTEAD OF REHABBED  
BECAUSE ITS FIBERGLASS.

WILL RELOCATE LATERALS TO  
MAINLINE WHEN REPLACING  
MANHOLE

GENERAL NOTES:

1. SEE SHEET S5-08 AND S5-09 FOR DETAILED DESCRIPTION OF WORK REQUIREMENTS FOR THIS AREA.
2. CONTRACTOR TO CONTACT ALL UTILITY COMPANIES IN THE WORK AREA TO FIELD VERIFY ALL EXISTING UTILITIES. CONTRACTOR TO FIELD ADJUST PITS TO AVOID CONFLICTS WITH ALL EXISTING UTILITIES. CONTRACTOR IS RESPONSIBLE FOR COORDINATING ALL UTILITY CONFLICTS WITH APPROPRIATE AGENCIES.
3. CONTRACTOR IS RESPONSIBLE FOR CALLING TEXAS ONE-CALL AT LEAST 48 HOURS BEFORE COMMENCING WORK. CONTRACTOR IS RESPONSIBLE FOR ALL DAMAGES DUE TO FAILURE OF LOCATING OR PRESERVING OF EXISTING UTILITIES.
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5. CONTRACTOR IS RESPONSIBLE FOR MAINTAINING SEWAGE FLOW WITH BYPASS PUMPING OR OTHER CITY APPROVED METHODS

Freese and Nichols, Inc.  
Texas Registered Engineering Firm E-2144

THE SEAL THAT ORIGINALLY APPEARED ON THIS DOCUMENT  
 WAS AUTHORIZED BY : ERIC J. ENGELSKIRCHEN P.E.  
 TEXAS NO: 123324 ON: 5/16/2025  
 ALTERATION OF A SEALED DOCUMENT WITHOUT PROPER  
 NOTIFICATION OF THE RESPONSIBLE ENGINEER IS AN  
 OFFENSE UNDER THE TEXAS ENGINEERING PRACTICE ACT.

**FREESE  
& NICHOLS**  
10497 Town and Country Way,  
Suite 500  
Houston, Texas 77024  
Phone - (713) 600-6800  
Web - [www.freese.com](http://www.freese.com)

CITY OF DAYTON, LIBERTY COUNTY, TEXAS  
SANITARY SEWER REHABILITATION

CIVIL  
KINDT/SUBURBAN ACRES SUBDIVISION  
WINDOW 5

|     |       |    |          |             |
|-----|-------|----|----------|-------------|
| NO. | ISSUE | BY | DATE     | P&N JOB NO. |
|     |       |    |          | DYT24278    |
|     |       |    | DATE     | 05/02/2025  |
|     |       |    | DESIGNED | EL          |
|     |       |    | DRAWN    | JO          |
|     |       |    | CHECKED  |             |
|     |       |    | APPROVED | ELE         |

VERIFY SCALE: Bar Scale is one inch on original drawing.  
if not one inch on this sheet, adjust scale.

0 1

CV-SS-SUBURBAN.dwg

SHEET SS-05

|      |         |
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| SEQ. | 8 OF 22 |
|------|---------|

ISSUED FOR CONSTRUCTION  
7/24/2025

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Plot Date: 5/2/2025 11:58 AM Plot By: 08869 Filename: N:\WTU\Drawings\CV-SS-SUBURBAN.dwg



| <u>Point/Sag Repair</u>                                                             |                   | <u>Hunnicutt Subdivision</u>                                                        |                   | <u>Kindt Subdivision</u>                                                            |              | <u>Suburban Acres Subdivision</u>                                                     |              |                                                                                       |              |
|-------------------------------------------------------------------------------------|-------------------|-------------------------------------------------------------------------------------|-------------------|-------------------------------------------------------------------------------------|--------------|---------------------------------------------------------------------------------------|--------------|---------------------------------------------------------------------------------------|--------------|
|  | Base Bid          |  | Alternative Bid 2 |  | Manhole      |  | Manhole      |  | Manhole      |
|  | Alternative Bid 1 |  | Alternative Bid 3 |  | Cleanout     |  | Cleanout     |  | Cleanout     |
|                                                                                     |                   |                                                                                     |                   |  | Gravity Main |  | Gravity Main |  | Gravity Main |

### Existing Wastewater System

 Manhole    
  Wastewater Line    
  Parcel  
 Lift Station    
  Force Main    
  City Limit

0 100  
SCALE IN FEET







# PROPOSAL

14110 Luthe Rd.  
Houston, TX 77039  
Office: 832-243-5807

DATE: 1/21/2026

## CUSTOMER

CUSTOMER NAME

**City of Dayton**

ADDRESS

**117 Cook St, Dayton, TX 77535**

CONTACT PERSON

**Erik Lopez**

EMAIL ADDRESS

[erik.lopez@freese.com](mailto:erik.lopez@freese.com)

CONTACT NUMBER

**832-937-5378**

## PROJECT INFORMATION

JOB NAME

**City of Dayton Sanitary Sewer Rehabilitation**

JOB NUMBER

**CDBG Project Number: 24-065-006-E163**

JOB LOCATION

**Dayton, TX**

PREPARED BY

**JORGE AVILEZ**

## SCOPE OF WORK

Extra vertical footage for new 4ft diameter manholes

## AGREEMENT TERMS

All invoices for services covered by the estimate are payable within thirty (30) days after invoice date.

| ITEM # | DESCRIPTION                                                        | UNIT | QUANTITY | UNIT PRICE | TOTAL       |
|--------|--------------------------------------------------------------------|------|----------|------------|-------------|
| CO 2   | Extra Depth (>8 ft) for New 4-FT Diameter Precast Concrete Manhole | VF   | 5.00     | \$ 390.00  | \$ 1,950.00 |

This is an estimate, not a contract. This estimate is for completing the job as described above.  
It is based on our evaluation and does not include additional expenses which may be required  
should unforeseen problems arise after the work has started.

**TOTAL \$ 1,950.00**



TO: Martin Mudd

FROM: Jennifer Perkins

RE: Consider with possible action on Ordinance No. O2026-4 ordering a general municipal election to be held on 2nd day of May 2026 for the purpose of electing a Mayor and one (1) councilmember for position three (3); authorizing an election services contract by and between the City of Dayton, any other contracting entities and the Liberty County Clerk; providing for early voting; providing for two twelve-hour days of early voting; providing for publication and notice of election; and establishing other procedures for conduct of the election.

DATE: February 9, 2026

COMMENTS:

Ordinance No. O2026-4 is ordering a general municipal election for the purpose of electing the Mayor and one (1) councilmember for position three (3), on May 2, 2026. It also authorizes contracting for election services with Liberty County.

AVAILABLE FUNDING:

100-12-6456

ACTION REQUESTED:

Approve Ordinance No. O2026-4, as presented.

ATTACHMENTS:

[Ordinance No. O2026 - 4 Order of General Election May 2, 2026.pdf](#)

[Liberty County ELECTION SERVICES CONTRACT - Draft.pdf](#)

## ORDINANCE NUMBER O2026-4

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF DAYTON, TEXAS, ORDERING A GENERAL ELECTION TO BE HELD ON THE 2ND DAY OF MAY, 2026, FOR THE PURPOSE OF ELECTING A MAYOR AND ONE (1) COUNCIL PERSON FOR POSITION THREE (3); AUTHORIZING AN ELECTION SERVICES CONTRACT BY AND BETWEEN THE CITY OF DAYTON, THE DAYTON INDEPENDENT SCHOOL DISTRICT, ANY OTHER CONTRACTING ENTITIES, AND THE LIBERTY COUNTY CLERK; PROVIDING FOR EARLY VOTING; PROVIDING FOR PUBLICATION AND NOTICE OF ELECTION; ESTABLISHING OTHER PROCEDURES FOR CONDUCT OF THE ELECTION; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

BE IT ORDERED BY THE CITY COUNCIL OF THE CITY OF DAYTON, TEXAS:

### Section 1.

It is hereby ordered that a General Election be held in the City of Dayton, Texas ("City") on the first Saturday in May, the 2nd day of May, 2026, at which election the qualified voters of the City will elect a mayor and one (1) Councilperson for position three (3). The Mayor and Councilmember elected in this election year shall, upon taking the oath of office, serve a three (3)-year term.

### Section 2.

That the election be held jointly between the City of Dayton, Dayton Independent School District, and any other contracting entities. The election shall be conducted by the Liberty County Clerk as stated per the terms of the 2026 Elections Services Contract. The City Council authorizes the City Manager to negotiate and execute the 2026 Election Services Contract with the Liberty County Clerk.

### Section 3.

The present boundaries of the City of Dayton constitute one election precinct, and the polls shall be open for voting on Election Day, Saturday, May 2, 2026, from 7:00 a.m. until 7:00 p.m. at the following polling places:

1. Romayor First Baptist Church, Romayor, Texas
2. Moss Hill United Pentecostal Church, 127 Hwy. 105 E., Liberty, Texas
3. Hardin City Hall, 142 C.R. 2010, Hardin, Texas (Curbside voting available)
4. Devers Elementary School, 201 Chism St., Devers, Texas
5. Calvary Baptist Church, 15 C.R. 129, Liberty, Texas
6. Dolen Baptist Church Gym, 10078 F.M. 787, Cleveland, Texas
7. Hi-Way Tabernacle, 108 C.R. 2250, Cleveland, Texas
8. St. Anne's Catholic Church Hall, C.R. 622 & F.M. 686, Eastgate (Dayton), Texas
9. Sacred Heart Catholic Church, 3730 F.M. 160, Raywood, Texas
10. Hull-Daisetta High School, 117 N. Main St., Daisetta, Texas

11. Mother of Mercy Catholic Church, 101 Donatto Drive, Liberty, Texas
12. Jack Hartel Admin. Building, 318 San Jacinto St., Liberty, Texas (Curbside available)
13. Cleveland Civic Center, 210 Pach Ave., Cleveland, Texas (Curbside available)
14. Kenefick Southern Baptist Church, 3536 F.M. 1008, Kenefick, Texas
15. Dayton Community Center, 801 S. Cleveland St., Dayton, Texas (Curbside available)
16. Santa Fe Administration Building, Cleveland, Texas (Curbside available)
17. Westlake Fire Department, 8704 F.M. 1409, Dayton, Texas
18. Tarkington Prairie Baptist Church, 25 C.R. 306, Cleveland, Texas
19. American Legion Post 512, 2315 Highway 146, Dayton, Texas
20. Plum Grove City Hall, 155 C.R. 345, Plum Grove, Texas

#### Section 4.

The Liberty County Clerk shall have the authority to add and/or remove polling locations and times for both early voting and election day voting as deemed appropriate. The Liberty County Clerk shall act as Contracting Officer and Early Voting Clerk. The Liberty County Clerk shall be authorized to add or remove early voting locations and to amend the early voting schedule. The location for Early Voting for such election is hereby designated as:

#### EARLY VOTING POLLING PLACES:

Jack Hartel Building  
318 San Jacinto Street  
Liberty, Texas 77575

Hardin City Hall  
142 C.R. 2010  
Hardin, Texas

Cleveland Civic Center  
210 Peach Avenue  
Cleveland, Texas

Dayton Community Center  
801 S. Cleveland St.  
Dayton, Texas 77535

Santa Fe Administration Building  
1680 C.R. 3549  
Cleveland, Texas

Early voting by personal appearance, with curbside voting available, shall be conducted on the dates and times set forth below:

- Monday through Friday, April 20<sup>th</sup> – April 24<sup>th</sup> from 9:00 a.m. to 6:00 p.m.
- Saturday, April 25<sup>th</sup> – 7:00 a.m. to 7:00 p.m.
- Sunday, April 26<sup>th</sup> – 1:00 p.m. to 7:00 p.m.
- Monday through Tuesday, April 27<sup>th</sup> – April 28<sup>th</sup>, from 7:00 a.m. to 7:00 p.m.

The Liberty County Clerk's address to which ballot applications and ballots voted by mail may be sent is:

Liberty County Clerk  
Liberty County Courthouse  
1923 Sam Houston Street

Liberty, Texas 77575

All requests for early voting ballots by mail that are received by the City of Dayton, Texas will be transported to the Liberty County Clerk, Liberty County Courthouse, 1923 Sam Houston, Liberty, Texas 77575.

Election officials for the District's Early Voting and Election Day Polling Locations shall be designated by the Contracting Officer, in accordance with the provisions of the Texas Election Code.

#### Section 5.

All election equipment, election supplies, and election services used to coordinate, supervise, and administer the Joint Election shall be in accordance with the provisions of the Texas Election Code. Each polling location for both early voting and election day voting shall be accessible to disabled voters. The Contracting Officer shall prepare the voting system for polling locations during Early Voting and on Election Day. Election materials as outlined in the Texas Election Code, shall be printed in both English and Spanish for use at the polling place and for Early Voting and Election Day for said election.

#### Section 6.

Notice of this election shall be published in the official newspaper of the City not earlier than the 30<sup>th</sup> day or later than the 10<sup>th</sup> day before election day, and shall be posted in the place used to post notice of City of Dayton's City Council Meetings not later than the 21<sup>st</sup> day before election day, in accordance with the provisions of the Texas Election Code.

#### Section 7.

Said election shall be held in accordance with the Texas Election Code and the Federal Voting Rights Act of 1965, as amended. The Mayor and/or the City's Attorney are hereby authorized and directed to make any filings required by the Federal Voting Rights Act. The Mayor and/or the City's Attorney are further authorized and directed to take any action necessary to comply with provisions of the Texas Election Code, the Federal Voting Rights Act and the terms and provisions of the 2026 Election Services Contract.

#### Section 8.

That if any section, subsection, sentence, clause, or phrase of this order should for any reason be held to be unconstitutional or invalid by a court of competent jurisdiction, such invalidity shall not affect the remaining portions of this order, and to such end the various portions and provisions of this order are declared to be severable; and the City Council of the City of Dayton, Texas, declares it would have passed each and every part of the same notwithstanding the omission of any such part thus declared to be invalid or unconstitutional, or whether there be one or more parts.

Section 9.

This Order shall be in full force and effect from and after the date of its passage.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Dayton, this the \_\_\_\_\_ day of February 2026.

\_\_\_\_\_  
Mayor, Martin Mudd

ATTEST:

\_\_\_\_\_  
City Secretary





**2026 ELECTION SERVICES CONTRACT  
WITH THE COUNTY ELECTIONS OFFICER  
STATE OF TEXAS, COUNTY OF LIBERTY**

**THIS CONTRACT** is made and entered into this the \_\_\_\_ day of February, 2026, by and between Lee Haidusek Chambers, Liberty County Clerk, hereinafter referred to as the “Contracting Officer,” and \_\_\_\_\_, the Local Political Subdivision, hereinafter referred to as “the LPS,” pursuant to the authority under Section 31.092(a), Texas Election Code.

**THIS CONTRACT** is entered into for and in consideration of the mutual covenants and promises hereinafter set out, and for the purpose of ensuring that the Contracting Officer and the LPS understand the tasks each is to perform in connection with the election for the May 2, 2026, election.

**Duties and Services of the Contracting Officer.**

Election services, equipment, and materials described in this contract provided by the Contracting Officer. The election shall be conducted utilizing countywide polling places as normally ordered by the Commissioners Court. The Contracting Officer shall be responsible for performing the following duties and furnishing the following services and equipment in connection with the elections:

- 1.1 Determine the polling places for the joint general LPS elections and contact the owners or custodians of the designated polling places and arrange for their use in the elections. The Contracting Officer may, after consultation with the LPS, determine whether to consolidate voting precincts.
- 1.2 Conduct one or more election schools, and notify the election judges of the dates, times, and places of such schools. Election judges or clerks will not be paid for attending such schools (See 1 T.A.C. §§ 81.120(a) & 81.121(c).)
- 1.3 Program, or arrange to have programmed, the ballots for the LPS.
- 1.4 Post on the County’s internet website and arrange to have published the legal notice of the first test of the electronic tabulating equipment as provided in Section 127.096, Texas Election Code, and/or the legal notice of

the logic and accuracy test of the direct recording electronic (“DRE”) voting machines as provided in Section 129.023(b), Texas Election Code, as applicable, and conduct all required tests of the electronic tabulating equipment under Sections 127.096-127.098, Texas Election Code, or the voting system that uses other electronic voting systems in accordance with advisories issued by the Secretary of State, respectively.

1.5 In accordance with Section 172.1112, Texas Election Code, post a notice of the election (and of any runoff election) and a notice of any consolidated precincts, if applicable, on the county’s Internet website. If the LPS does not maintain a website, the notice must be posted on the electronic kiosk used for posting notices of meetings of Commissioner’s Court. The notice must contain the information set forth in Section 4.004, Texas Election Code and be posted within the time frame set forth in Section 4.003(b), Texas Election Code.

1.6 Procure and distribute all necessary election supplies, including, without limitation, ballot paper, printer ink, election kits, office supplies such as paperclips, pens, etc., ballot boxes, and voting booths.

1.7 Procure all necessary voting machines and equipment, prepare them for use at the early voting locations and at the election day polling places, and transport them (or arrange to have them transported) to and from the early voting locations and at the election day polling places.

1.8 Arrange for the use of a central counting/central accumulation station and for the central counting station manager and tabulating personnel and equipment needed at the counting/accumulation station and assist in the preparation of programs and the test materials for the tabulation of ballots to be used with electronic voting equipment.

1.9 Obtain voter registration lists from the voter registrar to be used during early voting and on election day.

1.10 Assist in the general overall supervision of the election and the runoff election and provide advisory services in connection with the decisions to be made and the actions to be taken by the officers of the LPS who are responsible for holding the election and the runoff election.

1.11 Prepare the unofficial tabulation of precinct results on election night in accordance with Section 172.113, Texas Election Code.

1.12 Submit Election Night Returns ("ENR") electronically to the LPS.

## **2. Duties and Services of the LPS.**

The LPS shall be responsible for performing the following duties in connection with the election and the runoff election:

2.1 As soon as possible after the final candidate filing deadline (or in the case of a runoff election, after the canvass of the election), certify in writing to the Contracting Officer: (i) the candidates’ names (as they are to appear on the ballot) and offices; and (ii) any referenda under Section 1251, Texas Government Code (in English

and Spanish) that are to appear on the ballot, to allow sufficient time to prepare the ballot and to conduct any necessary logic and accuracy testing.

2.2 Date stamp and then deliver immediately to the Contracting Officer all applications for mail ballots that it receives.

2.3 Prepare the election order and resolutions. The LPS shall be responsible for having the required election notice under Section 4.003, Texas Election Code timely published in the newspaper. The LPS shall also be responsible for timely posting the notice required under Section 4.0093(b), Texas Election Code, in the proper locations. The LPS is responsible for ensuring that all necessary documents are in both English and Spanish. The LPS shall conduct its canvass using materials provided by the Contracting Officer.

2.4 Work with the Contracting Officer to determine whether there will be a consolidation of county voting precincts for the election and run-off election, if necessary, and designate the polling place for each voting precinct for the election and run-off election, if necessary.

### **3. Compensation, Billing, and Payment**

3.1 For the performance of duties and services and the providing of equipment and supplies under Paragraph 1 above, the LPS shall pay the Contracting Officer for the actual expenses she incurs in accordance with Section 31.100, Texas Election Code, and the leasing fees allowed under Section 123.032, Texas Election Code, including without limitation, the costs and expenses of election supplies; newspaper publication of the testing notice only; use of voting machines and equipment, wages and salaries of the early voting clerks, precinct election judges, alternate judges and election clerks, members of the early voting ballot board, and central counting station personnel; programming the ballot; logic and accuracy testing, and voting machines and equipment transportation. Provided, that nothing herein shall be construed as permitting the Contracting Officer to be paid for costs or expenses for which reimbursement is not allowed under Section 31.100 or other sections of the Texas Election Code.

3.2 For the performance of duties and services and the providing of equipment and supplies under Paragraph 1 above, the LPS shall pay the Contracting Officer a fee of 10% of the total amount of the Contract (but not less than \$75) in accordance with Section 31.100(d), Texas Election Code.

3.3 A cost estimate for the services, equipment, and supplies provided by the Contracting Officer for the election and the runoff election is attached to and made a part of this Contract as Exhibit A. This estimate presumes there will be nine local political subdivisions sharing election expenses. The estimate will change based on the actual number of contracting local political subdivisions for this election.

3.4 Only the actual expenses directly attributable to the Contract may be charged to the LPS by the Contracting Officer, including administrative fees, Section 31.100, Texas Election Code.

3.5 As soon as reasonably possible after the election or the runoff election, the Contracting Officer will submit an itemized invoice to the LPS (i) for the actual expenses he/she incurred as described in Paragraph 3.1 above and (ii) for the Contracting Officer's fee as described in Paragraph 3.2 above. The Contracting Officer will use his/her best efforts to submit the invoice within 30 days after the election or within 10 days after the runoff election.

3.6 The Contracting Officer's invoice shall be due and payable by the LPS to the address set forth in the invoice within 30 days after its receipt by the LPS. If the LPS disputes any portion of the invoice, the LPS shall notify the Contracting Officer within such 30-day period or the invoice will be deemed to be a true and accurate rendering of the amount that is due.

#### **4. Voting.**

4.1 The Contracting Officer shall serve as Early Voting Clerk for the election, and by signing this contract, the LPS does hereby appoint her as such. The Contracting Officer shall hire at least 5 temporary clerks to work each day at each Early Voting location. Early Voting by personal appearance for the election shall be conducted during the hours and time period and at the location listed in Exhibit B. These locations are subject to change before the election.

4.2 The Contracting Officer may receive mail ballot applications on behalf of the LPS. All applications for mail ballots shall be processed in accordance with Title 7, Texas Election Code, by the Contracting Officer or her deputies at the Liberty County Courthouse located at 1923 Sam Houston St., Room 209, Liberty, TX 77575.

4.3 If a presiding judge, alternate judge or clerk does not speak both English and Spanish, and the election precinct is one subject to Sections 272.002 and 272.009, Texas Election Code, the Contracting Officer shall ensure that a bilingual election clerk is available by telephone while the polls are open.

4.4 The Contracting Officer will obtain voter registration lists from the voter registrar to be used during early voting as well as the election day and runoff election day.

4.5 In accordance with Section 127, Texas Election Code, the Contracting Officer will supervise the overall conduct of the election. The Contracting Officer and staff shall be available during hours in which the polls are open and from 6:00 a.m. until the completion of vote counting and all tabulation tests on Election Day to render technical support and assistance to voters and election workers.

4.6 The Contracting Officer will forward provisional voting affidavits to the Liberty County Voter Registrar for verification of the provisional voters' status. The Contracting Officer will reconvene the Early Voting Ballot Board (EVBB) within the time set forth in Section 65.051, Texas Election Code, for the purpose of determining the disposition of the provisional votes. At the same time the EVBB will review mail ballots timely received under Section 86.007(d), Texas Election Code, to determine whether such will be counted and to resolve any

issues with such ballots. Promptly after determination of the provisional votes and resolution of any such mail ballots, the Contracting Officer shall tally the accepted provisional votes and resolved mail ballots, amend the unofficial tabulations and submit new unofficial tabulations to the Parties.

4.7 The Contracting Officer will prepare the unofficial tabulation of precinct results on election night in accordance with Section 127, Texas Election Code. The Contracting Officer and staff shall do election Night intake preparation and intake of election equipment and records starting at 5:30 p.m. on Election Day.

## **5. Voting System.**

The Contracting Officer shall use the Verity Voting system which includes Verity Print device for on-demand ballot printing, Verity Touch and Verity Touch Writer with Verity Access interface for electronic ballot marking assistance, the precinct tally system using Verity Scan, and the mail ballot system purchased by Liberty County from Hart InterCivic, Inc. (“Hart”) for the election. Each Election Day polling location will have at least one Verity Touch with Verity Access interface that is accessible to disabled voters. The Contracting Officer or designee shall prepare the Verity Voting system for each polling location on Election Day.

## **6. Acknowledgement of Shared Election.**

The LPS acknowledges that the Contracting Officer may enter into a similar Election Services Contract with any other entity in the same county. In such event, the LPS agrees to share common polling places, voting equipment and the common set of election workers with the other entities conducting an election.

## **7. Special Provisions.**

7.1 Compensation for Election Workers will be \$15.00 per hour for the election judge and \$15.00 per hour for the alternate judge and clerk(s). The Early Voting Ballot Board Presiding Judge will be paid \$20.00 per hour. The other members of the Early Voting Ballot Board and the Signature Verification Committee shall be paid \$15.00 per hour each. The Central Counting Station Manager will be paid \$20.00 per hour and the other three Central Counting Station workers will be paid \$15.00 per hour each. County employees utilized in conducting the election by the Contracting Officer, including security, will be paid by Liberty County.

7.2 Delivery Fee shall be \$50.00 for transporting the election equipment to and from the voting location to the central accumulating station.

## **8. General Provisions.**

8.1 Nothing contained in the Contract shall authorize or permit a change in the officer with whom or the place at which any document or record relating to the election or to the runoff election is to be filed, the place at which any function is to be carried out, the officers who conduct the official canvass of the election returns, the officer

to serve as custodian of the voted ballots or other election records, or any other nontransferable functions specified by Section 31.096, Texas Election Code or other provisions of Texas law.

8.2 The Contracting Officer is the agent of the LPS for purposes of contracting with third parties with respect to the election expenses within the scope of the Contracting Officer's duties, and the Contracting Officer is not liable for the LPS failure to pay a claim.

8.3 The Contracting Officer shall file copies of this Contract with the County Treasurer and the County Auditor of Liberty County, Texas.

8.4 For purposes of implementing this Contract, the Contracting Officer and the LPS designate the following individuals, and whenever the Contract requires submission of information or notice to the Contracting Officer or the LPS, submission or notice shall be made to these individuals:

For the Contracting Officer:

Name: Lee Haidusek Chambers

Liberty County Clerk

Mailing Address: P.O. Box 369  
Liberty, TX 77575

Tel.: (936) 336-4670

Fax: (936) 334-3236

Email: lee.chambers@co.liberty.tx.us

Local Political Subdivision:

Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

\_\_\_\_\_

Tel.: \_\_\_\_\_

Fax: \_\_\_\_\_

Email: \_\_\_\_\_



WITNESS THE FOLLOWING SIGNATURES AND SEALS ON THE RESPECTIVE DATES SHOWN BELOW:

The Contracting Officer:

\_\_\_\_\_  
Lee Haidusek Chambers (Seal)  
Liberty County Clerk  
Date \_\_\_\_\_

\_\_\_\_\_  
By \_\_\_\_\_ (Seal)  
Title \_\_\_\_\_  
Date \_\_\_\_\_

## **Early Voting Locations and Election Day Voting Location (subject to change)**

**Early Voting** by personal appearance, with curbside voting available, each weekday at:

Cleveland Civic Center, 210 Peach Avenue, Cleveland, Texas;  
Santa Fe Administration Building, 1680 C.R. 3549, Cleveland, Texas;  
Hardin City Hall, 142 C.R. 2010, Hardin, Texas;  
Dayton Community Center, 801 S. Cleveland St., Dayton, Texas; and  
Jack Hartel Community Building, 318 San Jacinto St., Liberty, Texas;

beginning on April 21, 2026, and ending on April 28, 2026.

Hours of early voting will be:

Monday through Friday, April 21st to 24th—9:00 A.M. to 6:00 P.M.

Saturday, April 25th—7:00 A.M. to 7:00 P.M.; Sunday, April 26th—1:00 P.M. to 7:00 P.M.

Monday through Tuesday, April 27th to 28th—7:00 A.M. to 7:00 P.M.

**Election Day** voting will be conducted on Saturday, May 2, 2026, between the hours of 7:00 A.M. and 7:00 P.M. at the following locations:

- Pct. 1 Romayor First Baptist Church, Romayor, Texas
- Pct. 2 Moss Hill United Pentecostal Church, 127 Hwy. 105 E, Liberty, Texas
- Pct. 3 Hardin City Hall, 142 C.R. 2010, Hardin, Texas (Curbside voting available)
- Pct. 4 Devers Elementary School, 201 Chism St., Devers, Texas
- Pct. 6 Calvary Baptist Church, 15 C. R. 129, Liberty, Texas
- Pct. 7 Consolidated with Precinct 20
- Pct. 8 Dolen Baptist Church Gym, 10078 F.M. 787, Cleveland, Texas
- Pct. 9 Hi-Way Tabernacle, 108 C.R. 2250, Cleveland, Texas
- Pct. 10 St. Anne's Catholic Church Hall, C.R. 622 & F.M. 686, Eastgate (Dayton), Texas
- Pct. 11 Sacred Heart Catholic Church, 3730 F.M. 160, Raywood, Texas
- Pct. 13 Hull-Daisetta High School, 117 N. Main St., Daisetta, Texas
- Pct. 18 Mother of Mercy Catholic Church, 101 Donatto Drive, Liberty, Texas
- Pct. 19 Jack Hartel Admin. Building, 318 San Jacinto St., Liberty, Texas (Curbside voting available)
- Pct. 20 Cleveland Civic Center, 210 Peach Ave., Cleveland, Texas (Curbside voting available)
- Pct. 21 Kenefick Southern Baptist Church, 3536 F.M. 1008, Kenefick, Texas
- Pct. 22 Dayton Community Center, 801 S. Cleveland St., Dayton, Texas (Curbside voting available)
- Pct. 23 Santa Fe Administration Building, Cleveland, Texas (Curbside voting available)
- Pct. 24 Westlake Fire Department, 8704 F.M. 1409, Dayton, Texas
- Pct. 25 Tarkington Prairie Baptist Church, 25 C.R. 306, Cleveland, Texas
- Pct. 26 Cleveland (consolidated with Precinct 23)
- Pct. 30 American Legion Post 512, 2315 Highway 146, Dayton, Texas
- Pct. 31 Plum Grove City Hall, 155 C.R. 345, Plum Grove, Texas

Curbside voting is available at the locations designated by calling 936-253-8050.

Limited voting is available only at Liberty County Clerk Elections Office, 1915 Trinity St., Liberty, Texas

## ESTIMATED ELECTION EXPENSES, MAY 2, 2026, ELECTION\*

|                                                            |                  |
|------------------------------------------------------------|------------------|
| Judge and Clerks**                                         | \$5000.00        |
| Pickup and delivery of equipment:                          | \$ 75.00         |
| Election Equipment Rental: ***                             | \$ 600.00        |
| <b>Subtotal for Sharable Costs:</b>                        | <b>\$5675.00</b> |
| Early Voting Ballot Board (for provisional and mail votes) | \$ 100.00        |
| Central Counting Station Judges/Clerks                     | \$ 100.00        |
| Programming of ballots and voting system                   | \$2500.00        |
| Election paper and supplies                                | \$ 100.00        |
| <b>Subtotal:</b>                                           | <b>\$2800.00</b> |
| 10% Administrative Fee Payable to Liberty County Clerk     | \$ 847.50        |
| <b><u>Grand Total Estimated Election Expenses:</u></b>     | <b>\$9322.50</b> |

\*Assumes cost sharing with a minimum of nine other local political subdivisions (LPS)

\*\* Assumes judge @ \$15.00/hr and alternate judge/clerks @ \$15.00/hr

\*\*\* User fee as established by commissioner's court is \$165.00/unit per day.



TO: Derek Woods

FROM: Chris Jarmon

RE: Consider with possible action on Resolution No. R2026-15, a resolution ratifying the Dayton Economic Development Corporation's expenditure of \$70,000 for the purchase and installation of poles, lights, conduit, wiring, fixtures and related equipment at Henderson Park.

DATE: February 9, 2026

COMMENTS:

On January 13, 2026 the DEDC Board of Directors held a public hearing and voted 5-0 to enter into a contract with National LED in an amount not to exceed \$70,000 for the lighting project at Henderson Park. The \$70,000 includes all materials, equipment, labor, permitting and coordination with the utility company. The project will provide 6 poles for lighting the parking lot area (from Luke St to the end of the parking lot) and 6 lights for lighting the basketball court. These lights will be able to be operated on a timer.

Because these lights are LED, Entergy will provide the city with a rebate of \$270.60.

Solar lights were evaluated, but due to various reasons, such as the lights being dimmer than wired fixtures, the concern for cloud cover and the concern for battery replacement solar lights were not considered optimal for this project.

National LED is a BuyBoard Vendor. Vendor number 779-25. National LED's proposal is attached for your review.

AVAILABLE FUNDING:

DEDC

ACTION REQUESTED:

Approve Resolution No. R2026-15, as presented.

ATTACHMENTS:

[R2026-15 DEDC Henderson Park Expenditures.pdf](#)

Henderson Park Lighting Proposal.pdf

General Terms & Conditions DEDC Edits 01.22.2026 - Signed.pdf

## **RESOLUTION NO. R2026-15**

### **City of Dayton**

#### **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DAYTON, TEXAS, RATIFYING AND APPROVING THE DAYTON ECONOMIC DEVELOPMENT CORPORATION'S EXPENDITURE FOR THE PURCHASE AND INSTALLATION OF LIGHTING IMPROVEMENTS AT HENDERSON PARK; AND PROVIDING AN EFFECTIVE DATE.**

WHEREAS, the Dayton Economic Development Corporation ("DEDC") is a Texas non-profit corporation created to promote economic development within the City of Dayton pursuant to applicable law; and

WHEREAS, Henderson Park is a public park serving residents of the City of Dayton, and the installation of lighting improvements to the parking lot and basketball court constitutes a public improvement benefiting the community and enhancing public safety and quality of life; and

WHEREAS, on January 13, 2026, the Board of Directors of the DEDC conducted a public hearing and thereafter voted to enter into a contract with National LED for the purchase and installation of poles, lights, conduit, wiring, fixtures, and related equipment at Henderson Park; and

WHEREAS, the contract approved by the DEDC Board authorizes an expenditure in an amount not to exceed Seventy Thousand Dollars (\$70,000.00) for lighting improvements at Henderson Park; and

WHEREAS, the project will provide six (6) poles to illuminate the parking lot area from Luke Street to the end of the parking lot and six (6) lights to illuminate the basketball court, with such lights to be operable on a timer; and

WHEREAS, the City Council finds that ratification of the DEDC's expenditure is in the best interest of the City and its residents;

#### **NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DAYTON, TEXAS, THAT:**

**Section 1. Ratification.** The City Council hereby ratifies and approves the Dayton Economic Development Corporation's expenditure and contract with National LED, in an amount not to exceed \$70,000.00, for the purchase and installation of lighting improvements at Henderson Park.

**Section 2. Confirmation of Procurement.** The City Council acknowledges that the contract was awarded through the BuyBoard cooperative purchasing program, Vendor No. 779-25, and finds such procurement to be consistent with applicable purchasing laws and policies.



**Section 3. No Further Obligation.** Nothing in this Resolution shall be construed as authorizing expenditures beyond the amount approved by the DEDC Board or as modifying the terms of the existing contract.

**Section 4. Severability.** If any provision of this Resolution is held invalid, such invalidity shall not affect the remaining provisions, which shall remain in full force and effect.

**Section 5. Effective Date.** This Resolution shall take effect immediately upon adoption.

PASSED AND APPROVED this \_\_\_\_ day of \_\_\_\_\_, 2026.

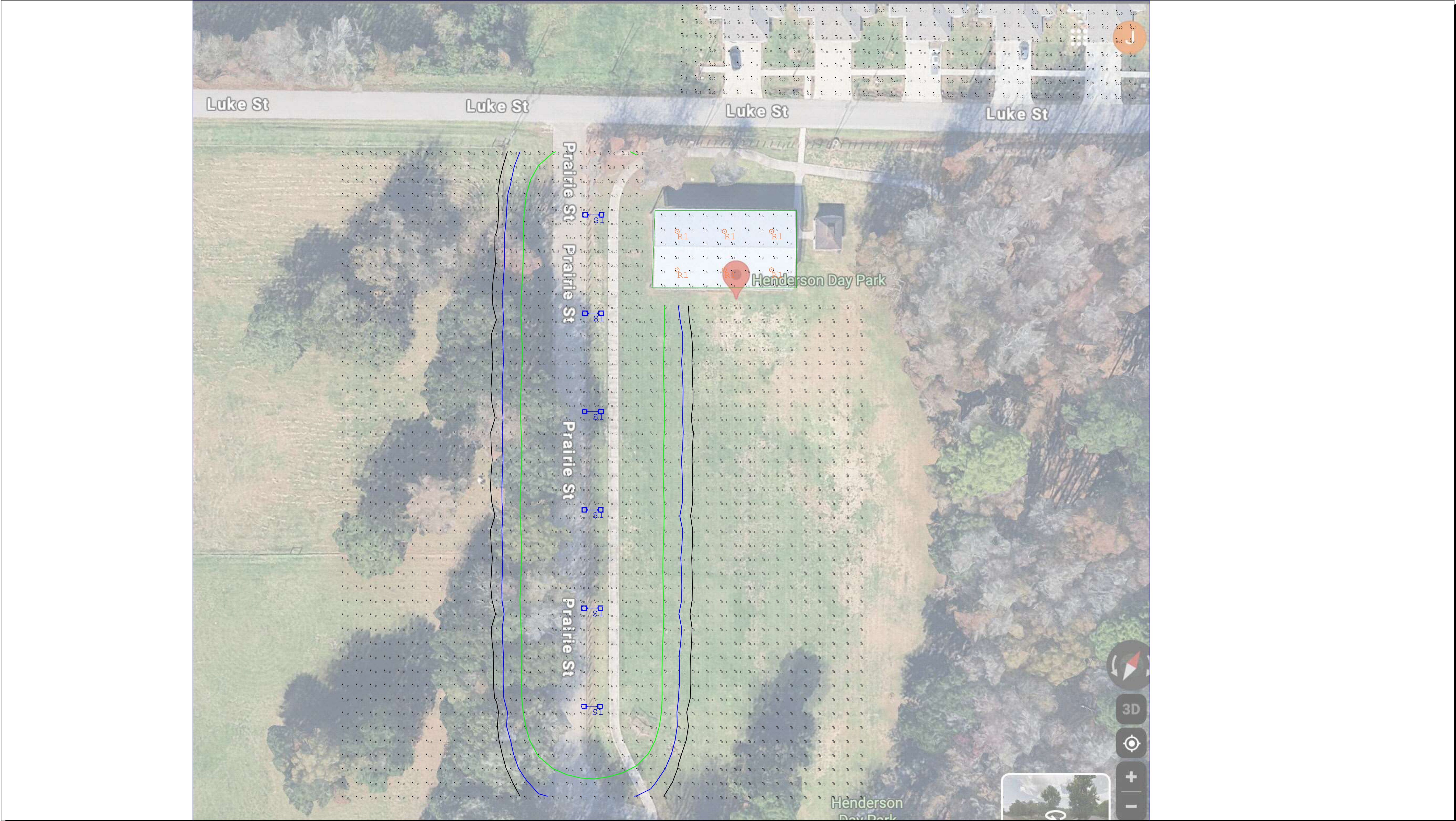
CITY OF DAYTON, TEXAS

\_\_\_\_\_  
Martin Mudd, Mayor

ATTEST:

\_\_\_\_\_  
Jennifer Perkins, City Secretary





**Plan View**  
Scale: 1 inch=35 ft

**NationalLED**  
Turn-key LED Solutions



1. Actual lighting levels may vary depending on field conditions such as reflectance and objects, National LED does not guarantee the actual light levels measured.
2. Actual fixture layout may vary depending on final location of fixtures. Fixtures need to be adjusted based on actual conditions..
3. No objects include trees considered in calculation unless otherwise noted on the print
4. This analysis is based on computer data derived from a fixture tested by an independent testing laboratory in accordance with illuminating engineering society approved methods & under controlled conditions.

|                 |            |
|-----------------|------------|
| Drawn By:       | L          |
| Date:           | 12/27/2025 |
| Drawing Verion: | V1         |
| File No.:       | 24100401   |

Henderson Park Lighting



| Luminaire Schedule                                                                |     |       |                                        |       |                  |                 |             |                 |
|-----------------------------------------------------------------------------------|-----|-------|----------------------------------------|-------|------------------|-----------------|-------------|-----------------|
| Symbol                                                                            | Qty | Label | Description                            | LLF   | Luminaire Lumens | Luminaire Watts | Total Watts | Mounting Height |
|  | 6   | S1    | XALH(240_260_280_310)W(30_40_50)KT3SFD | 0.950 | 45648            | 312.38          | 3748.56     | 30              |
|  | 6   | R1    | XHBG240WSCSDUVG                        | 0.900 | 37463            | 238.95          | 1433.7      | 26              |

| Calculation Summary |             |       |       |      |     |         |         |       |      |      |
|---------------------|-------------|-------|-------|------|-----|---------|---------|-------|------|------|
| Label               | CalcType    | Units | Avg   | Max  | Min | Avg/Min | Max/Min | # Pts | CV   | UG   |
| Basketball Court    | Illuminance | Fc    | 33.40 | 42   | 20  | 1.67    | 2.10    | 60    | N.A. | N.A. |
| Parking Area        | Illuminance | Fc    | 3.06  | 22.5 | 0.0 | N.A.    | N.A.    | 1610  | N.A. | N.A. |
| Residence Area      | Illuminance | Fc    | 0.00  | 0.1  | 0.0 | N.A.    | N.A.    | 231   | N.A. | N.A. |



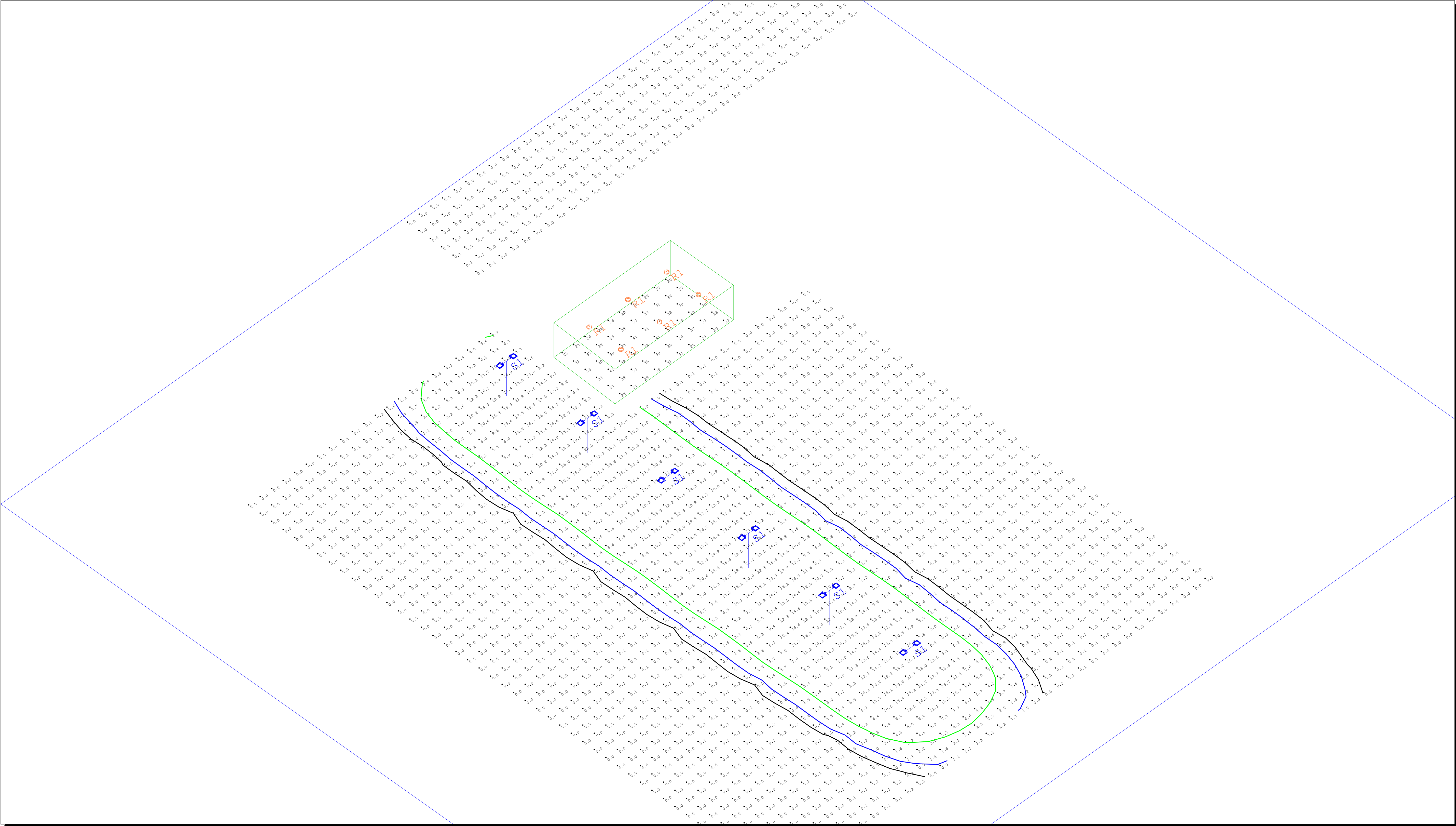
**S1**  
**LED Area Light**  
310W, 5000K, 45,648lm,  
Type III distribution  
Slipfitter Mount



**R1**  
**LED Round High Bay**  
240W, 5000K, 37,463lm,  
Wattage & CCT Selectable







**Isometric View**  
Scale: 1 inch=30 ft

**NationalLED**  
Turn-key LED Solutions



1. Actual lighting levels may vary depending on field conditions such as reflectance and objects, National LED does not guarantee the actual light levels measured.
2. Actual fixture layout may vary depending on final location of fixtures. Fixtures need to be adjusted based on actual conditions..
3. No objects include trees considered in calculation unless otherwise noted on the print
4. This analysis is based on computer data derived from a fixture tested by an independent testing laboratory in accordance with illuminating engineering society approved methods & under controlled conditions.

|                 |            |
|-----------------|------------|
| Drawn By:       | L          |
| Date:           | 12/27/2025 |
| Drawing Verion: | V1         |
| File No.:       | 24100401   |



# NationalLED

## SafeLot Area Light

Project

Date

Catalog Number

Type

Medium Size: 100W/140W/180W

Large Size: 250W/300W/400W



## Specifications

### Construction

- The rugged, one-piece die-cast aluminum housing features a complete heat sink hat optimizes heat dissipation through convection cooling management.
- Low profile, 3G vibration rated compact design minimizes wind load requirements.
- Housing is completely sealed against moisture and environmental contaminants.

### Performance

- Available in IES Type II, III, IV, V distributions
- Light engines are available in adjustable color temperature (3000K&4000K&5000K) configurations.
- Scalable Lumen Packages from 6,600 to 61,000 Lumens
- Optics are precisely designed to shape the distribution, maximizing efficiency and application spacing.
- The optics can conform to dark sky requirement.

### Electrical

- Universal 120-277 VAC or 347-480 VAC input voltage
- 10KA(@120-277V) or 20KA(@347-480V) surge protection
- 0-10V dimming driver standard for 10% to 100% dimming
- Power adjustable: 100%, 80%, 60%, 40%.
- THD: ≤20%
- Power Factor: ≥90%

### Controls

- Optional Occupancy sensor or Microwave sensor.
- Optional Bluetooth sensor or Bluetooth controller.
- Optional NEMA 3-pin photocell or 7-pin photocell.

### Installation

- Suitable for mounting heights ranging from 26-50' in area lighting applications
- Round pole, Square pole, slipfitter, wall mount and yoke are available.
- The design can be operated by one person to install the whole lamp

### Lifespan

- Estimated 100,000-hour LED lifespan based on IES LM-80 results and TM-21 calculations

### Finish

- It's available in dark bronze, or optional black, silver gray or white.



### Certification

- UL wet location listed
- DesignLights Consortium™ Qualified.

Note: DesignLights Consortium™ Qualified and classified for DLC Premium, refer to [www.designlights.org](http://www.designlights.org) for details.

### Ambient Temperature

- Ambient operating temperature -40°F to 113°F.
- The ambient temperature of 400W is: -40°F to 104°F.

## ORDERING GUIDE

Example: SLAL2 140W LV CCT DB MS SQ T3 PA WO

| Fixture Type            | Wattage              | Voltage              | CCT                              | Finish               | Photocell (optional)  | Sensor (optional)    | Mounting                    | Photometry           | CCT and Power Adjustable                              | Internal Code           |
|-------------------------|----------------------|----------------------|----------------------------------|----------------------|-----------------------|----------------------|-----------------------------|----------------------|-------------------------------------------------------|-------------------------|
| <input type="text"/>    | <input type="text"/> | <input type="text"/> | <input type="text"/>             | <input type="text"/> | <input type="text"/>  | <input type="text"/> | <input type="text"/>        | <input type="text"/> | <input type="text"/>                                  | <input type="text"/>    |
| SLAL2 Area Light Series | 100 100W             | LV 120-277V          | CCT Adjustable color temperature | DB Dark Bronze       | P0 120-277V Photocell | WS With Sensor       | SQ Square Pole Mount        | T2 TYPE II           | WA With adjustment dial<br>WO Without adjustment dial | WO Without Alphanumeric |
|                         | 140 140W             | HV2 347-480V         |                                  | BK Black             | P3 347V Photocell     | WO Without Sensor    | SP Slipfitter Mount         | T3 TYPE III          |                                                       |                         |
|                         | 180 180W             |                      |                                  | WH White             | P4 480V Photocell     |                      | WM Wall Mount               | T4 TYPE IV           |                                                       |                         |
|                         | 250 250W             |                      |                                  | SG Silver Gray       | WO Without Photocell  |                      | YK Yoke Mount               | T5 TYPE V            |                                                       |                         |
|                         | 300 300W             |                      |                                  |                      |                       |                      | SQA Adjustable Square Mount |                      |                                                       |                         |
|                         | 400 400W             |                      |                                  |                      |                       |                      |                             |                      |                                                       |                         |

SLAL2

[www.NationalLED.com](http://www.NationalLED.com) | 832-459-4447

Due to continued product improvements, product specifications are subject to change without notice. Please visit [www.NationalLED.com](http://www.NationalLED.com) for the most updated product specifications.

Structural Design

**Housing**

The one-piece die-cast housing with corrosion-resistant coating protection and the modular design extend the life of the luminaire while making it easy to maintain.

**Photocell**

Dusk to dawn controls can be utilized via optional NEMA twist-lock photocell.

**CCT & POWER Adjustable**

Offer four selectable lumen output (40%/60%/80%/100%), and three selectable CCTs (30K/40K/50K)

**Mounting**

Optional for square, round pole mount, Slipfitter, wall mount, yoke mount. All mounting brackets are simple to operate, which can realize single operation and reduce labor costs.

**Photometry**

Optional Type II, Type III, Type IV and Type V Photometry as per applications.

**Occupancy Sensor**

Optional occupancy sensor allows for security and energy saving.

**POWER SELECTABLE**

**CCT SELECTABLE**

POWER CCT  
LV1 5KK  
LV2 4KK  
LV3 3KK  
LV4

Performance Data

| AL01 - 100W |              |            |     |         |          |         |          |         |          |
|-------------|--------------|------------|-----|---------|----------|---------|----------|---------|----------|
| SETTING     | SYSTEM WATTS | DIST. TYPE | CRI | 3000K   |          | 4000K   |          | 5000K   |          |
|             |              |            |     | LUMENS  | LPW      | LUMENS  | LPW      | LUMENS  | LPW      |
| 100%        | 100W         | 2          | 70  | 14500lm | 145 lm/W | 15800lm | 158 lm/W | 15000lm | 150 lm/W |
|             |              | 3          | 70  | 14500lm | 145 lm/W | 15800lm | 158 lm/W | 15000lm | 150 lm/W |
|             |              | 4          | 70  | 14500lm | 145 lm/W | 15800lm | 158 lm/W | 15000lm | 150 lm/W |
|             |              | 5          | 70  | 15100lm | 151 lm/W | 16000lm | 160 lm/W | 15600lm | 156 lm/W |
| 80%         | 80W          | 2          | 70  | 12000lm | 150 lm/W | 13000lm | 163 lm/W | 12500lm | 156 lm/W |
|             |              | 3          | 70  | 12000lm | 150 lm/W | 13000lm | 163 lm/W | 12500lm | 156 lm/W |
|             |              | 4          | 70  | 12000lm | 150 lm/W | 13000lm | 163 lm/W | 12500lm | 156 lm/W |
|             |              | 5          | 70  | 12500lm | 156 lm/W | 13300lm | 166 lm/W | 12800lm | 160 lm/W |
| 60%         | 60W          | 2          | 70  | 9300lm  | 155 lm/W | 10000lm | 167 lm/W | 9600lm  | 160 lm/W |
|             |              | 3          | 70  | 9300lm  | 155 lm/W | 10000lm | 167 lm/W | 9600lm  | 160 lm/W |
|             |              | 4          | 70  | 9300lm  | 155 lm/W | 10000lm | 167 lm/W | 9600lm  | 160 lm/W |
|             |              | 5          | 70  | 9600lm  | 160 lm/W | 10200lm | 170 lm/W | 9850lm  | 164 lm/W |
| 40%         | 40W          | 2          | 70  | 6400lm  | 160 lm/W | 6800lm  | 170 lm/W | 6560lm  | 164 lm/W |
|             |              | 3          | 70  | 6400lm  | 160 lm/W | 6800lm  | 170 lm/W | 6560lm  | 164 lm/W |
|             |              | 4          | 70  | 6400lm  | 160 lm/W | 6800lm  | 170 lm/W | 6560lm  | 164 lm/W |
|             |              | 5          | 70  | 6560lm  | 164 lm/W | 7000lm  | 175 lm/W | 6700lm  | 168 lm/W |



## Performance Data

| AL01 - 140W |              |            |     |         |          |         |          |         |          |
|-------------|--------------|------------|-----|---------|----------|---------|----------|---------|----------|
| SETTING     | SYSTEM WATTS | DIST. TYPE | CRI | 3000K   |          | 4000K   |          | 5000K   |          |
|             |              |            |     | LUMENS  | LPW      | LUMENS  | LPW      | LUMENS  | LPW      |
| 100%        | 140W         | 2          | 70  | 20000lm | 147 lm/W | 23000lm | 164 lm/W | 21000lm | 150 lm/W |
|             |              | 3          | 70  | 20000lm | 147 lm/W | 23000lm | 164 lm/W | 21000lm | 150 lm/W |
|             |              | 4          | 70  | 20000lm | 147 lm/W | 23000lm | 164 lm/W | 21000lm | 150 lm/W |
|             |              | 5          | 70  | 21000lm | 150 lm/W | 23500lm | 168 lm/W | 21500lm | 154 lm/W |
| 80%         | 120W         | 2          | 70  | 18000lm | 150 lm/W | 20000lm | 167 lm/W | 18500lm | 154 lm/W |
|             |              | 3          | 70  | 18000lm | 150 lm/W | 20000lm | 167 lm/W | 18500lm | 154 lm/W |
|             |              | 4          | 70  | 18000lm | 150 lm/W | 20000lm | 167 lm/W | 18500lm | 154 lm/W |
|             |              | 5          | 70  | 18500lm | 154 lm/W | 20500lm | 171 lm/W | 19000lm | 158 lm/W |
| 60%         | 90W          | 2          | 70  | 13800lm | 153 lm/W | 15200lm | 169 lm/W | 14200lm | 158 lm/W |
|             |              | 3          | 70  | 13800lm | 153 lm/W | 15200lm | 169 lm/W | 14200lm | 158 lm/W |
|             |              | 4          | 70  | 13800lm | 153 lm/W | 15200lm | 169 lm/W | 14200lm | 158 lm/W |
|             |              | 5          | 70  | 14000lm | 156 lm/W | 15600lm | 172 lm/W | 14500lm | 161 lm/W |
| 40%         | 60W          | 2          | 70  | 9400lm  | 157 lm/W | 10300lm | 172 lm/W | 9700lm  | 162 lm/W |
|             |              | 3          | 70  | 9400lm  | 157 lm/W | 10300lm | 172 lm/W | 9700lm  | 162 lm/W |
|             |              | 4          | 70  | 9400lm  | 157 lm/W | 10300lm | 172 lm/W | 9700lm  | 162 lm/W |
|             |              | 5          | 70  | 9600lm  | 160 lm/W | 10500lm | 175 lm/W | 10000lm | 167 lm/W |

| AL01 - 180W |              |            |     |         |          |         |          |         |          |
|-------------|--------------|------------|-----|---------|----------|---------|----------|---------|----------|
| SETTING     | SYSTEM WATTS | DIST. TYPE | CRI | 3000K   |          | 4000K   |          | 5000K   |          |
|             |              |            |     | LUMENS  | LPW      | LUMENS  | LPW      | LUMENS  | LPW      |
| 100%        | 180W         | 2          | 70  | 24800lm | 138 lm/W | 27000lm | 150 lm/W | 25200lm | 140 lm/W |
|             |              | 3          | 70  | 24800lm | 138 lm/W | 27000lm | 150 lm/W | 25200lm | 140 lm/W |
|             |              | 4          | 70  | 24800lm | 138 lm/W | 27000lm | 150 lm/W | 25200lm | 140 lm/W |
|             |              | 5          | 70  | 25500lm | 142 lm/W | 28000lm | 156 lm/W | 26000lm | 144 lm/W |
| 80%         | 144W         | 2          | 70  | 20200lm | 140 lm/W | 22000lm | 153 lm/W | 20600lm | 143 lm/W |
|             |              | 3          | 70  | 20200lm | 140 lm/W | 22000lm | 153 lm/W | 20600lm | 143 lm/W |
|             |              | 4          | 70  | 20200lm | 140 lm/W | 22000lm | 153 lm/W | 20600lm | 143 lm/W |
|             |              | 5          | 70  | 20800lm | 144 lm/W | 22800lm | 158 lm/W | 21000lm | 146 lm/W |
| 60%         | 108W         | 2          | 70  | 15300lm | 142 lm/W | 16800lm | 156 lm/W | 15700lm | 145 lm/W |
|             |              | 3          | 70  | 15300lm | 142 lm/W | 16800lm | 156 lm/W | 15700lm | 145 lm/W |
|             |              | 4          | 70  | 15300lm | 142 lm/W | 16800lm | 156 lm/W | 15700lm | 145 lm/W |
|             |              | 5          | 70  | 15800lm | 146 lm/W | 17300lm | 160 lm/W | 16200lm | 150 lm/W |
| 40%         | 72W          | 2          | 70  | 10500lm | 146 lm/W | 11500lm | 160 lm/W | 10800lm | 150 lm/W |
|             |              | 3          | 70  | 10500lm | 146 lm/W | 11500lm | 160 lm/W | 10800lm | 150 lm/W |
|             |              | 4          | 70  | 10500lm | 146 lm/W | 11500lm | 160 lm/W | 10800lm | 150 lm/W |
|             |              | 5          | 70  | 10600lm | 150 lm/W | 11800lm | 164 lm/W | 11000lm | 153 lm/W |

| AL01 - 250W |              |            |     |         |          |         |          |         |          |
|-------------|--------------|------------|-----|---------|----------|---------|----------|---------|----------|
| SETTING     | SYSTEM WATTS | DIST. TYPE | CRI | 3000K   |          | 4000K   |          | 5000K   |          |
|             |              |            |     | LUMENS  | LPW      | LUMENS  | LPW      | LUMENS  | LPW      |
| 100%        | 250W         | 2          | 70  | 33500lm | 134 lm/W | 37000lm | 148 lm/W | 34500lm | 138 lm/W |
|             |              | 3          | 70  | 33500lm | 134 lm/W | 37000lm | 148 lm/W | 34500lm | 138 lm/W |
|             |              | 4          | 70  | 33500lm | 134 lm/W | 37000lm | 148 lm/W | 34500lm | 138 lm/W |
|             |              | 5          | 70  | 34500lm | 138 lm/W | 38000lm | 152 lm/W | 35500lm | 142 lm/W |
| 80%         | 200W         | 2          | 70  | 27500lm | 138 lm/W | 30400lm | 152 lm/W | 28400lm | 142 lm/W |
|             |              | 3          | 70  | 27500lm | 138 lm/W | 30400lm | 152 lm/W | 28400lm | 142 lm/W |
|             |              | 4          | 70  | 27500lm | 138 lm/W | 30400lm | 152 lm/W | 28400lm | 142 lm/W |
|             |              | 5          | 70  | 28000lm | 140 lm/W | 31000lm | 155 lm/W | 28800lm | 144 lm/W |
| 60%         | 150W         | 2          | 70  | 21300lm | 142 lm/W | 23200lm | 155 lm/W | 21800lm | 145 lm/W |
|             |              | 3          | 70  | 21300lm | 142 lm/W | 23200lm | 155 lm/W | 21800lm | 145 lm/W |
|             |              | 4          | 70  | 21300lm | 142 lm/W | 23200lm | 155 lm/W | 21800lm | 145 lm/W |
|             |              | 5          | 70  | 21800lm | 145 lm/W | 23800lm | 159 lm/W | 22500lm | 150 lm/W |
| 40%         | 100W         | 2          | 70  | 14500lm | 145 lm/W | 16000lm | 160 lm/W | 14800lm | 148 lm/W |
|             |              | 3          | 70  | 14500lm | 145 lm/W | 16000lm | 160 lm/W | 14800lm | 148 lm/W |
|             |              | 4          | 70  | 14500lm | 145 lm/W | 16000lm | 160 lm/W | 14800lm | 148 lm/W |
|             |              | 5          | 70  | 15000lm | 150 lm/W | 16500lm | 165 lm/W | 15500lm | 155 lm/W |

| AL01 - 300W |              |            |     |         |          |         |          |         |          |
|-------------|--------------|------------|-----|---------|----------|---------|----------|---------|----------|
| SETTING     | SYSTEM WATTS | DIST. TYPE | CRI | 3000K   |          | 4000K   |          | 5000K   |          |
|             |              |            |     | LUMENS  | LPW      | LUMENS  | LPW      | LUMENS  | LPW      |
| 100%        | 300W         | 2          | 70  | 41000lm | 137 lm/W | 45000lm | 150 lm/W | 42000lm | 140 lm/W |
|             |              | 3          | 70  | 41000lm | 137 lm/W | 45000lm | 150 lm/W | 42000lm | 140 lm/W |
|             |              | 4          | 70  | 41000lm | 137 lm/W | 45000lm | 150 lm/W | 42000lm | 140 lm/W |
|             |              | 5          | 70  | 42500lm | 142 lm/W | 46000lm | 153 lm/W | 43500lm | 145 lm/W |
| 80%         | 240W         | 2          | 70  | 33600lm | 140 lm/W | 37000lm | 154 lm/W | 34500lm | 144 lm/W |
|             |              | 3          | 70  | 33600lm | 140 lm/W | 37000lm | 154 lm/W | 34500lm | 144 lm/W |
|             |              | 4          | 70  | 33600lm | 140 lm/W | 37000lm | 154 lm/W | 34500lm | 144 lm/W |
|             |              | 5          | 70  | 34500lm | 144 lm/W | 38000lm | 158 lm/W | 35500lm | 148 lm/W |
| 60%         | 180W         | 2          | 70  | 26000lm | 144 lm/W | 28600lm | 159 lm/W | 26600lm | 148 lm/W |
|             |              | 3          | 70  | 26000lm | 144 lm/W | 28600lm | 159 lm/W | 26600lm | 148 lm/W |
|             |              | 4          | 70  | 26000lm | 144 lm/W | 28600lm | 159 lm/W | 26600lm | 148 lm/W |
|             |              | 5          | 70  | 26600lm | 148 lm/W | 29700lm | 165 lm/W | 27500lm | 153 lm/W |
| 40%         | 120W         | 2          | 70  | 18000lm | 150 lm/W | 20000lm | 167 lm/W | 18500lm | 154 lm/W |
|             |              | 3          | 70  | 18000lm | 150 lm/W | 20000lm | 167 lm/W | 18500lm | 154 lm/W |
|             |              | 4          | 70  | 18000lm | 150 lm/W | 20000lm | 167 lm/W | 18500lm | 154 lm/W |
|             |              | 5          | 70  | 18500lm | 154 lm/W | 20800lm | 173 lm/W | 19000lm | 158 lm/W |

| AL01 - 4000W |              |            |     |         |          |         |          |
|--------------|--------------|------------|-----|---------|----------|---------|----------|
| SETTING      | SYSTEM WATTS | DIST. TYPE | CRI | 4000K   |          | 5000K   |          |
|              |              |            |     | LUMENS  | LPW      | LUMENS  | LPW      |
| LV1          | 400W         | 2          | 70  | 60500lm | 151 lm/W | 60000lm | 150 lm/W |
|              |              | 3          | 70  | 60500lm | 151 lm/W | 60000lm | 150 lm/W |
|              |              | 4          | 70  | 60500lm | 151 lm/W | 60000lm | 150 lm/W |
|              |              | 5          | 70  | 61000lm | 153 lm/W | 60800lm | 152 lm/W |
| LV2          | 360W         | 2          | 70  | 56000lm | 156 lm/W | 55000lm | 153 lm/W |
|              |              | 3          | 70  | 56000lm | 156 lm/W | 55000lm | 153 lm/W |
|              |              | 4          | 70  | 56000lm | 156 lm/W | 55000lm | 153 lm/W |
|              |              | 5          | 70  | 56500lm | 157 lm/W | 55500lm | 154 lm/W |
| LV3          | 320W         | 2          | 70  | 51000lm | 159 lm/W | 50000lm | 156 lm/W |
|              |              | 3          | 70  | 51000lm | 159 lm/W | 50000lm | 156 lm/W |
|              |              | 4          | 70  | 51000lm | 159 lm/W | 50000lm | 156 lm/W |
|              |              | 5          | 70  | 51500lm | 161 lm/W | 50500lm | 159 lm/W |
| LV4          | 300W         | 2          | 70  | 47000lm | 162 lm/W | 46000lm | 159 lm/W |
|              |              | 3          | 70  | 47000lm | 162 lm/W | 46000lm | 159 lm/W |
|              |              | 4          | 70  | 47000lm | 162 lm/W | 46000lm | 159 lm/W |
|              |              | 5          | 70  | 47500lm | 164 lm/W | 46500lm | 160 lm/W |

## BUG @5000K

| SYSTEM WATTS | VOLTAGE           | DIST. TYPE | B | U | G |
|--------------|-------------------|------------|---|---|---|
| 100W         | 120-277V/347-480V | 2          | 3 | 0 | 3 |
|              |                   | 3          | 3 | 0 | 3 |
|              |                   | 4          | 3 | 0 | 2 |
|              |                   | 5          | 4 | 0 | 2 |
| 140W         | 120-277V/347-480V | 2          | 3 | 0 | 3 |
|              |                   | 3          | 3 | 0 | 3 |
|              |                   | 4          | 3 | 0 | 3 |
|              |                   | 5          | 4 | 0 | 2 |
| 180W         | 120-277V/347-480V | 2          | 4 | 0 | 3 |
|              |                   | 3          | 3 | 0 | 3 |
|              |                   | 4          | 3 | 0 | 3 |
|              |                   | 5          | 4 | 0 | 2 |
| 250W         | 120-277V/347-480V | 2          | 4 | 0 | 4 |
|              |                   | 3          | 4 | 0 | 4 |
|              |                   | 4          | 4 | 0 | 3 |
|              |                   | 5          | 5 | 0 | 3 |
| 300W         | 120-277V/347-480V | 2          | 5 | 0 | 4 |
|              |                   | 3          | 4 | 0 | 4 |
|              |                   | 4          | 4 | 0 | 4 |
|              |                   | 5          | 5 | 0 | 4 |
| 400W         | 120-277V/347-480V | 2          | 5 | 0 | 4 |
|              |                   | 3          | 5 | 0 | 5 |
|              |                   | 4          | 5 | 0 | 5 |
|              |                   | 5          | 5 | 0 | 4 |

SLAL2

[www.NationalLED.com](http://www.NationalLED.com) | 832-459-4447

Due to continued product improvements, product specifications are subject to change without notice. Please visit [www.NationalLED.com](http://www.NationalLED.com) for the most updated product specifications.

## Electrical Data

| Number of Drivers | Driver Current (mA) | Nominal Power (W) | INPUT VOLTAGE (V) | CURRENT (Amps) |
|-------------------|---------------------|-------------------|-------------------|----------------|
| 1                 | 850                 | 100               | 120               | 0.83           |
|                   |                     | 100               | 208               | 0.48           |
|                   | 2520                | 100               | 240               | 0.42           |
|                   |                     | 100               | 277               | 0.36           |
|                   |                     | 100               | 347               | 0.29           |
|                   |                     | 100               | 480               | 0.21           |
| 1                 | 1200                | 140               | 120               | 1.17           |
|                   |                     | 140               | 208               | 0.67           |
|                   |                     | 140               | 240               | 0.58           |
|                   |                     | 140               | 277               | 0.51           |
|                   |                     | 140               | 347               | 0.40           |
|                   |                     | 140               | 480               | 0.29           |
| 1                 | 960                 | 180               | 120               | 1.50           |
|                   |                     | 180               | 208               | 0.87           |
|                   |                     | 180               | 240               | 0.75           |
|                   |                     | 180               | 277               | 0.65           |
|                   |                     | 180               | 347               | 0.52           |
|                   |                     | 180               | 480               | 0.38           |
| 1                 | 1200                | 250               | 120               | 2.08           |
|                   |                     | 250               | 208               | 1.20           |
|                   |                     | 250               | 240               | 1.04           |
|                   |                     | 250               | 277               | 0.90           |
|                   |                     | 250               | 347               | 0.72           |
|                   |                     | 250               | 480               | 0.52           |
| 1                 | 1500                | 300               | 120               | 2.50           |
|                   |                     | 300               | 208               | 1.44           |
|                   |                     | 300               | 240               | 1.25           |
|                   |                     | 300               | 277               | 1.08           |
|                   |                     | 300               | 347               | 0.86           |
|                   |                     | 300               | 480               | 0.63           |
| 1                 | 1460                | 400               | 120               | 3.33           |
|                   |                     | 400               | 208               | 1.92           |
|                   |                     | 400               | 240               | 1.67           |
|                   |                     | 400               | 277               | 1.44           |
|                   |                     | 400               | 347               | 1.15           |
|                   |                     | 400               | 480               | 0.83           |

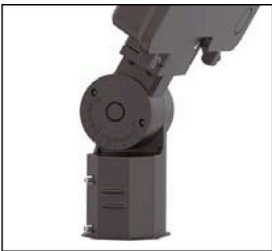
Mounting

- Standard versatile mounting arm accommodates multiple drilling patterns as well as square and round poles
- Optional for cast aluminum slipfitter mounting adapter (Compatible with more National LED mounting adaptors such as Tenon, suits for various application)

Mounting Options



**Arm Mount**  
(4" and 5" Square and Round poles)  
Standard versatile mounting arm is simple to install and can be used with existing poles for retrofit installations.



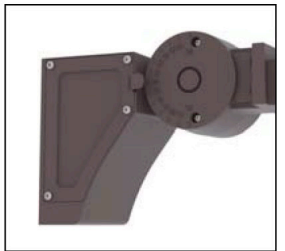
**Slipfitter Mount**  
An optional cast aluminum mast arm adapter secures fixture head to nominal 2-3/8" O.D. horizontal steel tenon arm.



**Wall Mount**  
Wall Mount is easy to install for direct wall mounting with 1/2" conduit wiring or standard J-box mounting

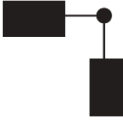
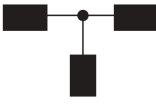
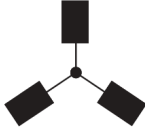


**Yoke Mount**  
Die-cast aluminum trunnion is easily adapted to many surfaces and allows easy fixture aiming angles.



**Adjustable Arm Mount**  
Standard versatile mounting arm is simple to install and can be used with existing poles for retrofit installations.

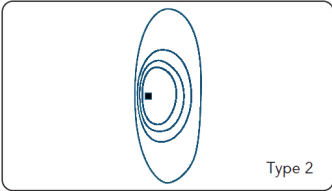
EPA of Area Light

| Item           |  |  |  |  |  |  |  |
|----------------|-----------------------------------------------------------------------------------|------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------|-----------------------------------------------------------------------------------|--------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------|
| 100W/140W/180W | 0.3632                                                                            | 0.6849                                                                             | 0.8861                                                                            | 0.7264                                                                            | 1.0481                                                                               | 1.2078                                                                               | 1.0481                                                                               |
| 250W/300W/400W | 0.4758                                                                            | 0.8091                                                                             | 1.059                                                                             | 0.9516                                                                            | 1.2849                                                                               | 1.3923                                                                               | 1.2849                                                                               |

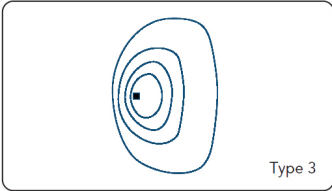
Photometrics

National LED offers a complete set of optical systems to meet every site lighting requirement. These systems provide remarkable flexibility in precisely matching light distribution patterns to specific site requirements.

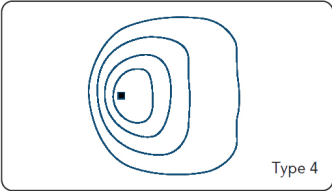
Type 2 optics are ideal for applications where there is a need to space the luminaires farther apart along a road or pathway. The light distribution pattern is optimized for elongated areas, allowing for greater pole spacing without sacrificing lighting quality.



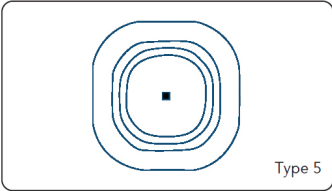
Type 3 optics produce an asymmetrical pattern that directs the majority of the light forward and equally on both sides of the luminaire. In a back-to-back configuration, it creates a rectangular pattern which can extend pole spacings.



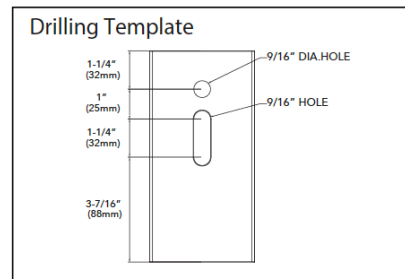
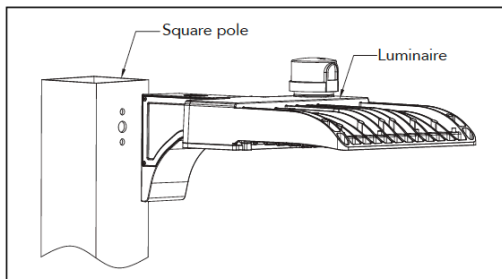
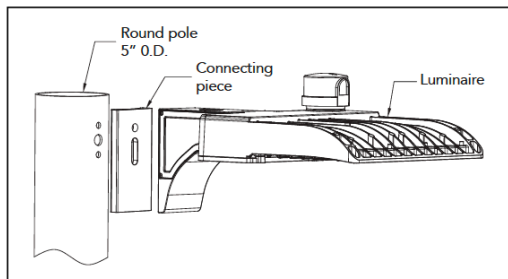
Type 4 is suitable for applications where light is primarily required forward with minimal backlight. Typical installations include perimeter poles.



Type 5 optics produce a symmetrical square distribution pattern that distributes light equally on all sides of the luminaire. Type 5 luminaires is universal for most area lighting applications

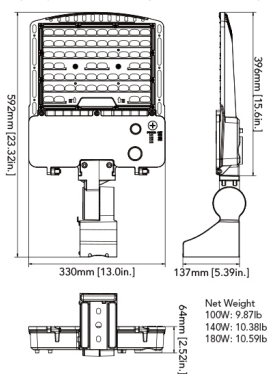


## Mounting Dimensions

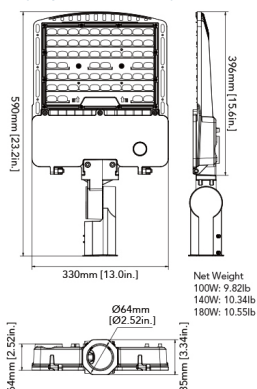


## Dimensions unit: inch/mm

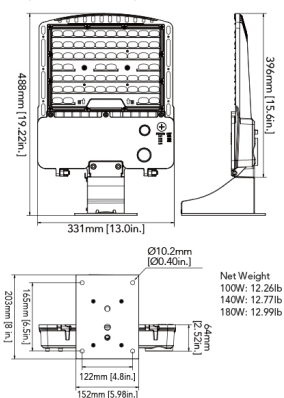
100W/140W/180W  
(Adjustable Square Mount)



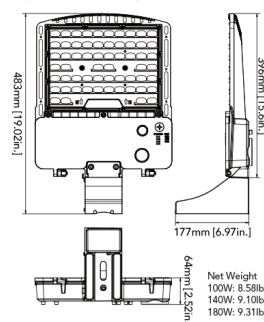
100W/140W/180W  
(Slipfitter Mount)



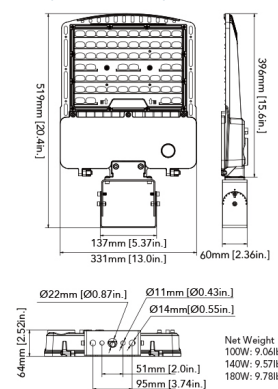
100W/140W/180W  
(Wall Mount)



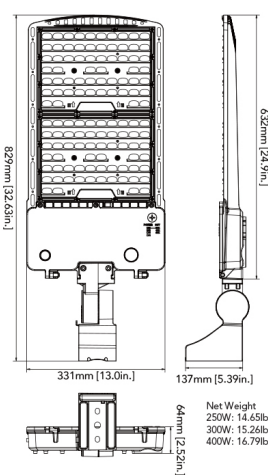
100W/140W/180W  
(Pole Mount)



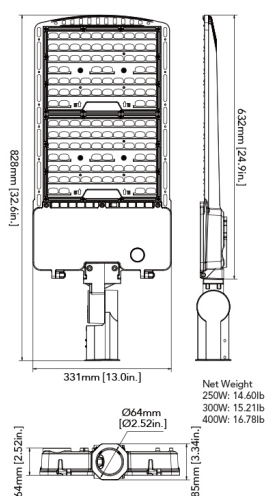
100W/140W/180W  
(Yoke Mount)



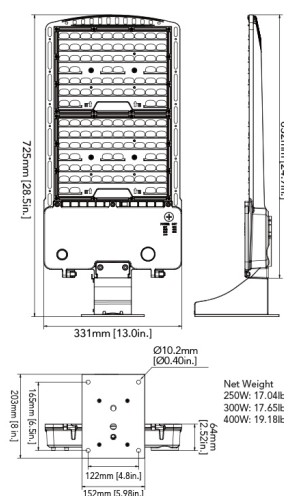
250W/300W/400W  
(Adjustable Square Mount)



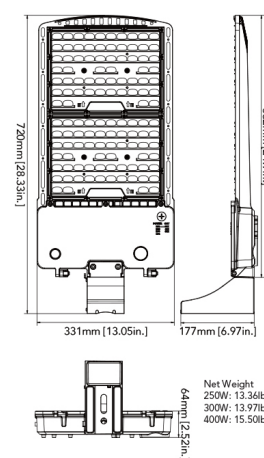
250W/300W/400W  
(Slipfitter Mount)



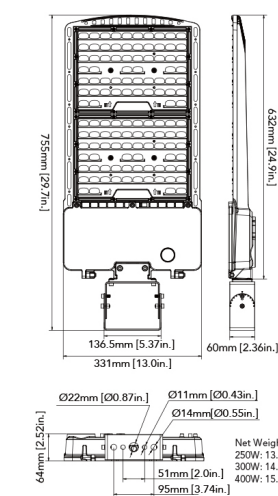
250W/300W/400W  
(Wall Mount)



250W/300W/400W  
(Pole Mount)



250W/300W/400W  
(Yoke Mount)





# NationalLED

## Square Core Straight Pole

Project

Date

Catalog Number

Type

### Features & Benefits

#### Pole Top Option:

Removable Die-casting Aluminum top cover (pole is drilled) or welded steel tenon (pole is mortise option) can be supplied on customer's request for fitting light fixtures. The drilling mode shall be provided by the customer, unless the project uses energy lamps; If the mortise and tenon option is selected, the customer needs to determine the appropriate mortise and tenon dimensions for the project.

#### Vertical Shaft:

Hot rolled commercial quality welded steel pipe with a minimum yield strength of 42,000 psi is rugged and can be used to manufacture pole shafts.

#### Handhole:

The reinforced handhole is located at a 12" base and can be used according to the selected lighting application.

#### Base Cover:

A 2-piece ABS plastic base cover is available, easy to assemble and mount on the pole, and securely attached.

#### Anchor Bolts:

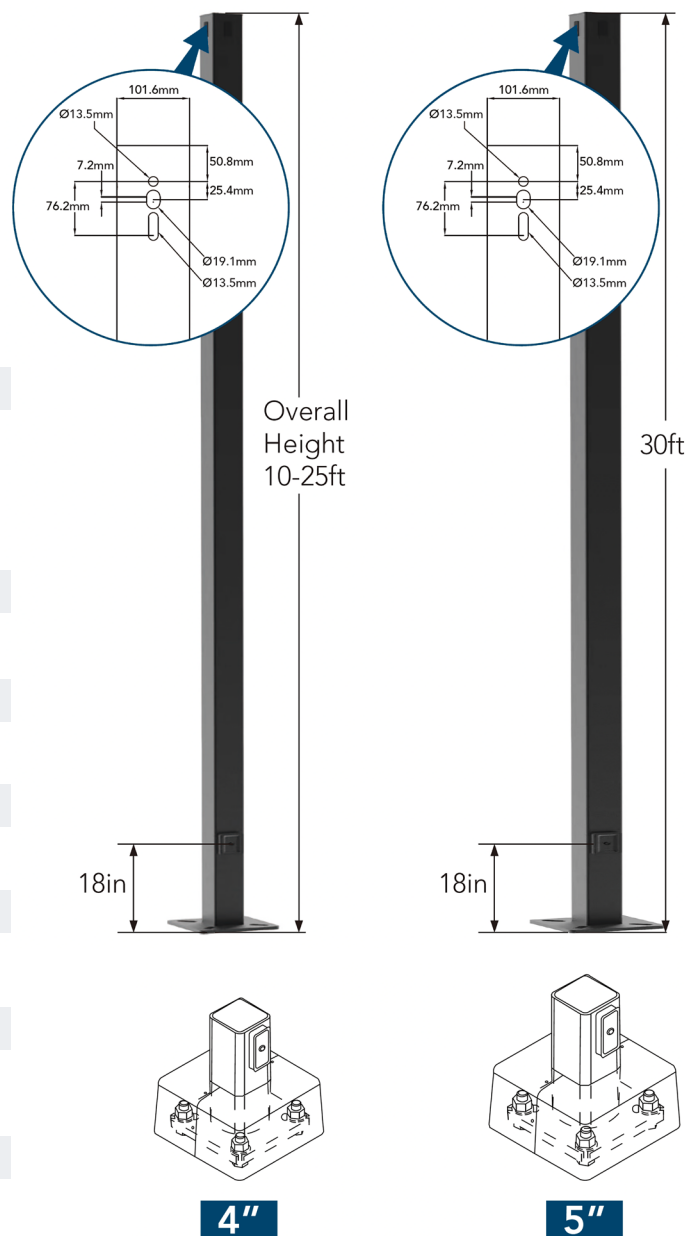
Each bolt includes 2 nuts and 2 washers. The top of the anchor bolt is threaded and can be used to secure and level rods with accompanying nuts and washers.

#### Color and Finish Options:

Commercial grade, ultra durable powder coating, hot dip galvanizing process for greater hardness and durability. Powder-coated, hot-dip galvanizing is available as a premium option.

#### Other Options:

The following options are available: Shock absorber, custom mortise and tenon size, custom color, electric /GFI socket, custom rod height, additional hand holes, UL compliant hand holes and custom base plate size.



### ORDERING GUIDE

Example: N SSS 4 7 10 DB A1 BLANK

| Company Code   | Pole Type                 | Shaft Size    | Thickness                | Height                     | Finish                                                  | Anchor Bolt                                                 | Internal Code         |
|----------------|---------------------------|---------------|--------------------------|----------------------------|---------------------------------------------------------|-------------------------------------------------------------|-----------------------|
| N              | SSS                       | 4             | 7G                       | 15FT                       | D                                                       | A1                                                          |                       |
| N National LED | SSS Square Straight Steel | 4 4"<br>5" 5" | 7 (0.179")<br>11 (0.12") | 10<br>15<br>20<br>25<br>30 | DB Dark Brown<br>BK Black<br>WH White<br>SG Silver Gray | Blank None<br>A1 3/4" x 17"<br>A2 3/4" x 30"<br>A3 1" x 36" | Blank<br>Alphanumeric |

SCSP

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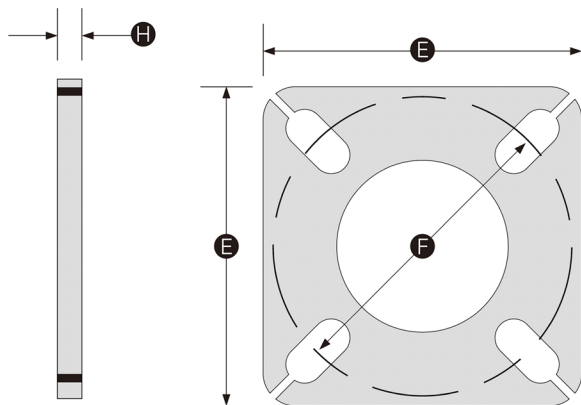
Due to continued product improvements, product specifications are subject to change without notice. Please visit [www.NationalLED.com](http://www.NationalLED.com) for the most updated product specifications.

1

## Technical Details

| Catalog Number | Shaft Size (in) | Shaft Height (ft) | Wall thick (in) | Gauge | Weight (LBS) | Maximum EPA with 1.3 Gust Factor |            |        |            |         |            |         |            |         |            |         |            |         |            |         |            |
|----------------|-----------------|-------------------|-----------------|-------|--------------|----------------------------------|------------|--------|------------|---------|------------|---------|------------|---------|------------|---------|------------|---------|------------|---------|------------|
|                |                 |                   |                 |       |              | 80 mph                           | Max weight | 90 mph | Max weight | 100 mph | Max weight | 110 mph | Max weight | 120 mph | Max weight | 130 mph | Max weight | 140 mph | Max weight | 150 mph | Max weight |
| SSSS 41110DA1  | 4"              | 10                | 0.120           | 11    | 76           | 30.6                             | 765        | 23.8   | 595        | 18.9    | 470        | 14      | 325        | 10.5    | 263        | 8.5     | 213        | 7       | 175        | 6       | 150        |
| SSSS 41115DA1  | 4"              | 15                | 0.120           | 11    | 113          | 17.9                             | 450        | 13.5   | 335        | 10.3    | 250        | 7.2     | 185        | 6       | 145        | 4.4     | 112        | 112     | 85         | 2.4     | 60         |
| SSSS 41120DA1  | 4"              | 20                | 0.120           | 11    | 138          | 9.6                              | 240        | 6.7    | 165        | 4.5     | 150        | 2.5     | 100        | 2.5     | 62         | 1.5     | 38         | 38      | -          | -       | -          |
| SSSS 41125DA2  | 4"              | 25                | 0.120           | 11    | 170          | 4.8                              | 150        | 2.6    | 100        | 1       | 50         | -       | -          | -       | -          | -       | -          | -       | -          | -       | -          |
| SSSS 5730DA3   | 5"              | 30                | 0.179           | 7     | 380          | 10.7                             | 267        | 6.7    | 167        | 3.9     | 100        | 1       | 25         | -       | -          | -       | -          | -       | -          | -       | -          |

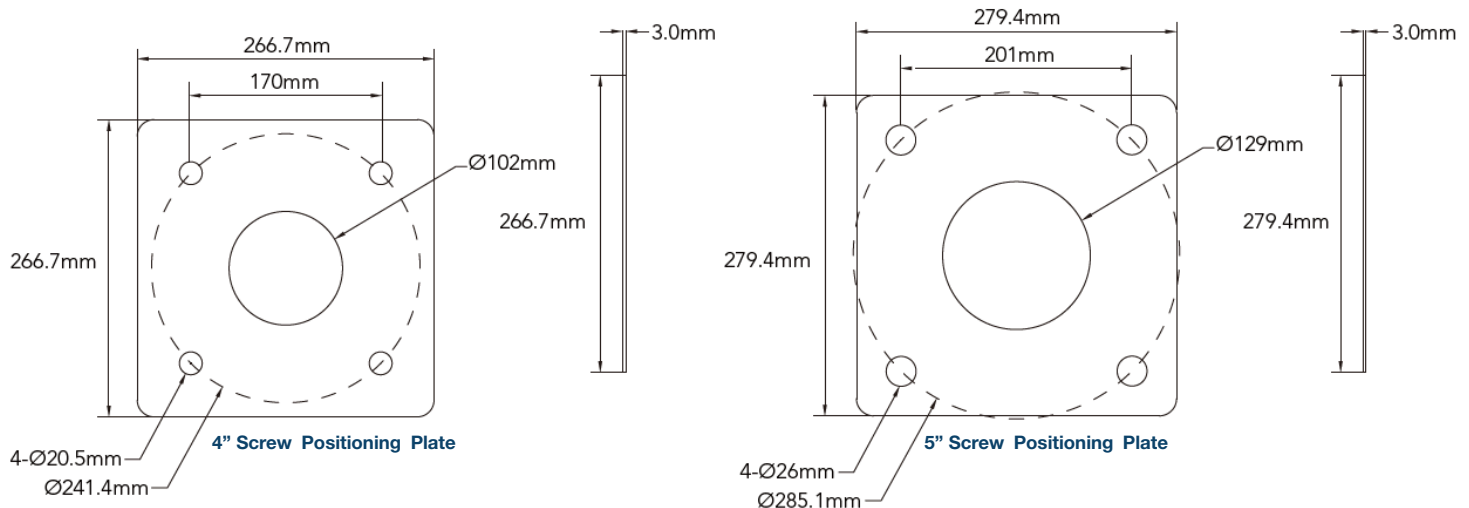
## Anchorage Detail



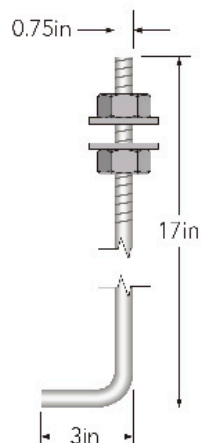
Base Plate with Slots or Holes

| Anchor Base size | Wall thick H | Base Plate Square E | Bolt Circle Range (in) | Bolt Circle F | Bolt Projection |
|------------------|--------------|---------------------|------------------------|---------------|-----------------|
| 4"               | 0.75"        | 10.5"               | 8-11                   | 9.5"          | 3.5"            |
| 5"               | 0.75"        | 11"                 | 10.6-12                | 11.3"         | 3.5"            |

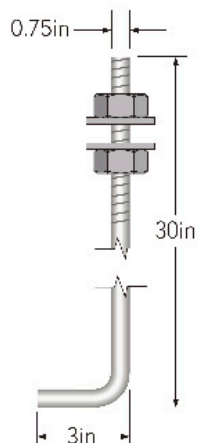
## Dimension



**Dimension** unit: inch/mm



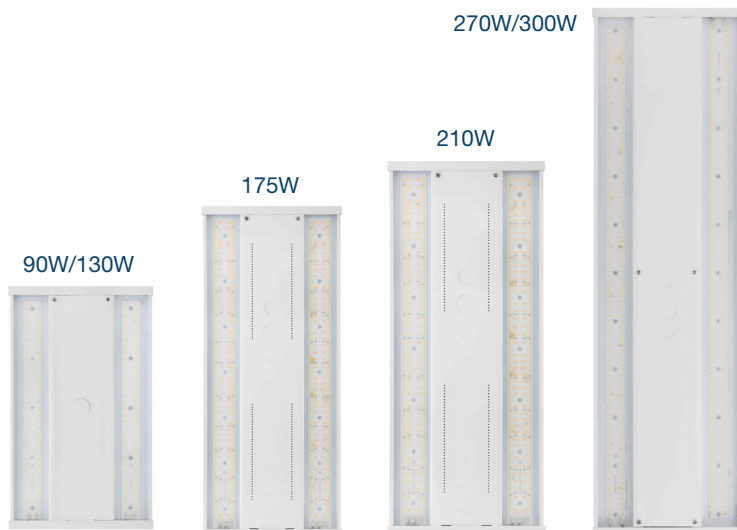
**A1 Anchor Bolt**  
Suit for 10ft, 15ft, 20ft



**A2 Anchor Bolt**  
Suit for 25ft



**A3 Anchor Bolt**  
Suit for 30ft



### Specifications

#### Construction

- Rugged cold-rolled steel plate corrosion-resistant housing.
- Ultra-Compact, Sturdy Design saves freight and space on lifts and racks during installation.
- Visual comfortable light comes from a simple contour.

#### Performance

- Semi-frosted Diffuser for max lumen output.
- Prismatic diffuser for least glare light.
- The aisle optics for a excellent vertical illumination in areas such as aisles.

#### Electrical

- Universal 120-277 VAC or 347/480 VAC input voltage.
- 0-10V dimming driver standard for 10% to 100% dimming.
- 6KV surge protection.
- Operating temperature is -40°F to 122°F.

Note: Operating with emergency battery temperature range: +32°F- +122°F.

#### Mounting

- Steel wire rope mount (default).
- Pendant mount (option).
- Surface mount (option).

#### Controls

- Optional Occupancy sensor, Microwave sensor, Multifunction Sensor or daylight sensor.
- Optional Bluetooth sensor or Bluetooth controller.
- Silvair Luminaire Level Lighting Control (LLLC) optional.
- Sharkward Luminaire Level Lighting Control (LLLC) optional.
- Haisen Luminaire Level Lighting Control (LLLC) optional.
- Also compatible with 3rd party smart network control system.
- Compatible with high end trim.

#### Lifespan

- Estimated 50,000-hour LED lifespan based on IES LM-80 results and TM-21 calculations.

#### Certifications

- UL cUL damp location listed.
- DesignLights Consortium™ Qualified.

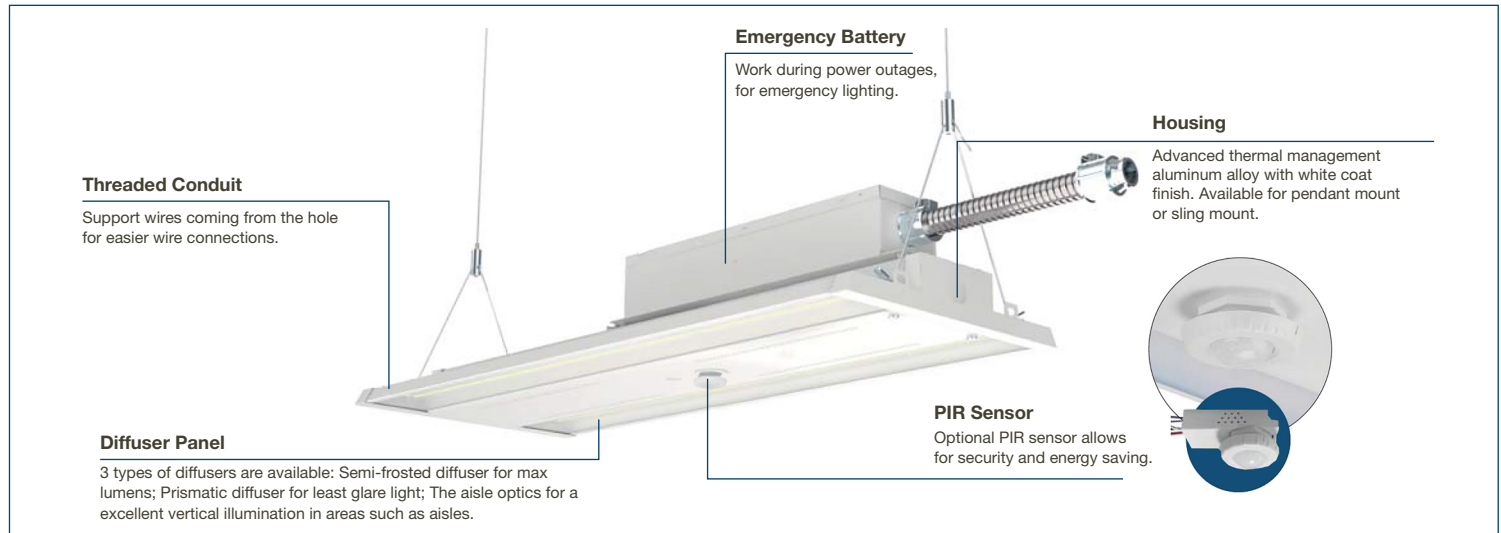
Note: Please refer to the DLC website for specific product qualifications at [www.designlights.org](http://www.designlights.org).

#### Warranty

- Standard 5-year limited warranty.
- 10-year Optional

| ORDERING GUIDE                          |                      |                      |                      |                          |                      |                         |                      |                      |
|-----------------------------------------|----------------------|----------------------|----------------------|--------------------------|----------------------|-------------------------|----------------------|----------------------|
| Example: SMLHB 90W LV 4K CD S B S BLANK |                      |                      |                      |                          |                      |                         |                      |                      |
| Fixture Type                            | Wattage              | Input Voltage        | CCT                  | Lens                     | Sensor (Option)      | Backup Battery (Option) | Surge Protector      | Internal Code        |
| <input type="text"/>                    | <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/>     | <input type="text"/> | <input type="text"/>    | <input type="text"/> | <input type="text"/> |
| SMLHB<br>Linear high bay series         | 90W                  | LV 120-277V          | 4K 4000K             | CD Semi-frosted Diffuser | S PIR Sensor         | B Emergency Battery     | S Surge Protector    | Blank                |
|                                         | 130W                 | HV2 347-480V         | 5K 5000K             | PD Prismatic Diffuser    | BLANK                | BLANK                   | BLANK                | Alphanumeric         |
|                                         | 145W                 |                      |                      | AL Aisle Optic           |                      |                         |                      |                      |
|                                         | 175W                 |                      |                      |                          |                      |                         |                      |                      |
|                                         | 185W                 |                      |                      |                          |                      |                         |                      |                      |
|                                         | 210W                 |                      |                      |                          |                      |                         |                      |                      |
|                                         | 220W                 |                      |                      |                          |                      |                         |                      |                      |
|                                         | 270W                 |                      |                      |                          |                      |                         |                      |                      |
|                                         | 278W                 |                      |                      |                          |                      |                         |                      |                      |
|                                         | 300W                 |                      |                      |                          |                      |                         |                      |                      |
|                                         | 310W                 |                      |                      |                          |                      |                         |                      |                      |

## Structural Design



## Dimensions unit: inch/mm

### Weight:

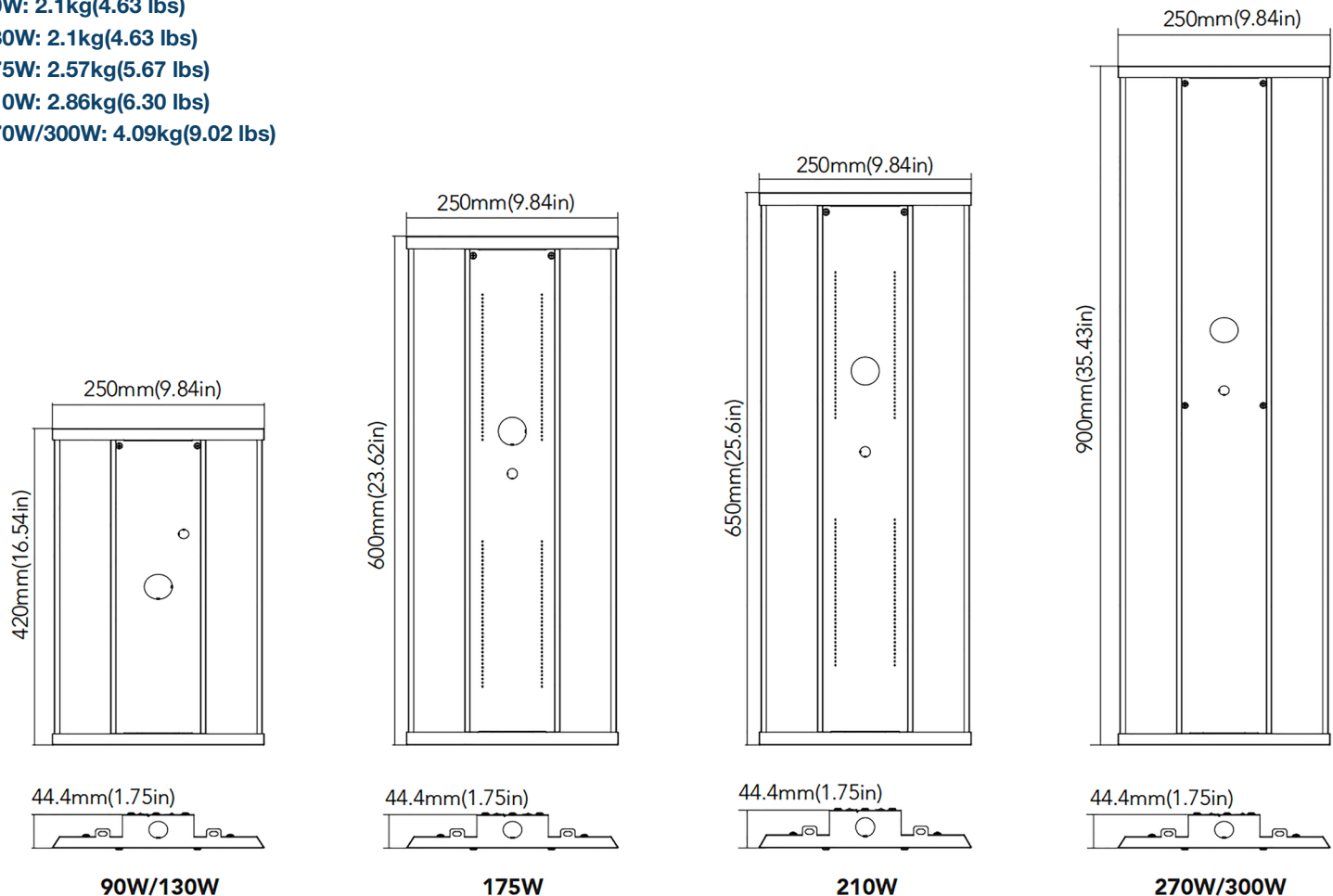
**90W: 2.1kg(4.63 lbs)**

**130W: 2.1kg(4.63 lbs)**

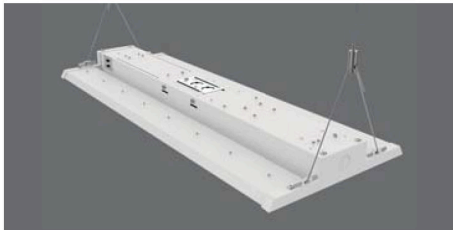
**175W: 2.57kg(5.67 lbs)**

**210W: 2.86kg(6.30 lbs)**

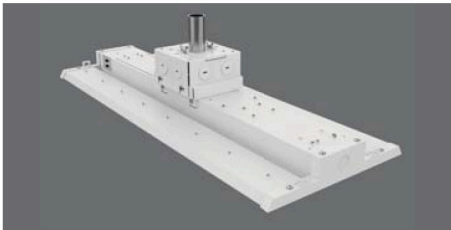
**270W/300W: 4.09kg(9.02 lbs)**



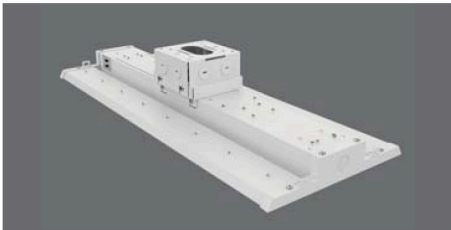
Mounting



Mounting With Steel Wire Rope



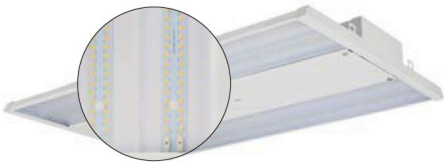
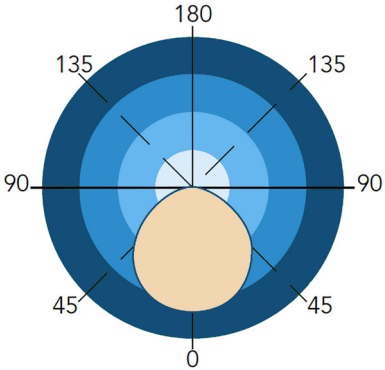
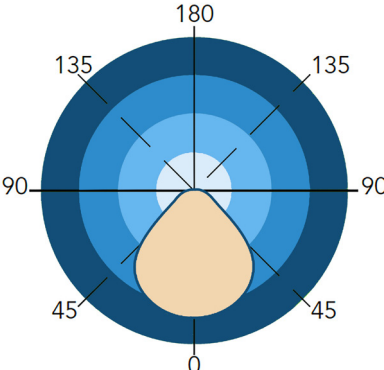
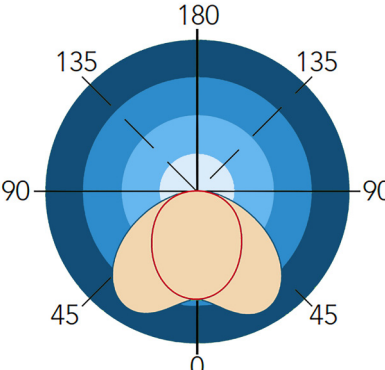
Conduit Pendant Mount



Surface Mounting

Optic Options

Various optics diffusers and mounting options covering all your application needs.

|                                                                                                                                |                                                                                                                        |                                                                                                                            |
|--------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------|
|  <p>Semi-frosted Diffuser (High efficacy)</p> |  <p>Prismatic Diffuser Low glare</p> |  <p>Textured Diffuser (Aisle Optic)</p> |
|  <p>General Optic</p>                       |  <p>General Optic</p>              |  <p>Aisle Optic</p>                   |



## Performance Data

| SYSTEM WATTS | VOLTAGE                  | LENS                  | 4000K(CRI70) |          | 5000K(CRI70) |          | DLC      |
|--------------|--------------------------|-----------------------|--------------|----------|--------------|----------|----------|
|              |                          |                       | LUMENS       | LPW      | LUMENS       | LPW      |          |
| 90W          | 120-277VAC<br>347-480VAC | Semi-frosted Diffuser | 12700lm      | 141 lm/W | 12700lm      | 141 lm/W | Standard |
|              |                          | Prismatic Diffuser    | 12500lm      | 139 lm/W | 12500lm      | 139 lm/W | Premium  |
|              |                          | Aisle Optic           | 12000lm      | 133 lm/W | 12000lm      | 133 lm/W | /        |
| 130W         | 120-277VAC               | Semi-frosted Diffuser | 18600lm      | 143 lm/W | 18600lm      | 143 lm/W | Standard |
|              |                          | Prismatic Diffuser    | 18000lm      | 138 lm/W | 18000lm      | 138 lm/W | Premium  |
|              |                          | Aisle Optic           | 16500lm      | 127 lm/W | 16500lm      | 127 lm/W | /        |
| 145W         | 347/480VAC               | Semi-frosted Diffuser | 19100lm      | 132 lm/W | 19200lm      | 132 lm/W | Standard |
|              |                          | Prismatic Diffuser    | 20000lm      | 138 lm/W | 20000lm      | 138 lm/W | Premium  |
|              |                          | Aisle Optic           | 16800lm      | 116 lm/W | 16800lm      | 116 lm/W | /        |
| 175W         | 120-277VAC               | Semi-frosted Diffuser | 25000lm      | 143 lm/W | 25000lm      | 143 lm/W | Standard |
|              |                          | Prismatic Diffuser    | 25000lm      | 143 lm/W | 25000lm      | 143 lm/W | Premium  |
|              |                          | Aisle Optic           | 22800lm      | 130 lm/W | 22800lm      | 130 lm/W | /        |
| 185W         | 347/480VAC               | Semi-frosted Diffuser | 25300lm      | 137 lm/W | 25300lm      | 137 lm/W | Standard |
|              |                          | Prismatic Diffuser    | 26000lm      | 141 lm/W | 26000lm      | 141 lm/W | Premium  |
|              |                          | Aisle Optic           | 23000lm      | 124 lm/W | 23000lm      | 124 lm/W | /        |
| 210W         | 120-277VAC               | Semi-frosted Diffuser | 30600lm      | 146 lm/W | 30600lm      | 146 lm/W | Standard |
|              |                          | Prismatic Diffuser    | 30500lm      | 145 lm/W | 30500lm      | 145 lm/W | Premium  |
|              |                          | Aisle Optic           | 28000lm      | 133 lm/W | 28000lm      | 133 lm/W | /        |
| 220W         | 347/480VAC               | Semi-frosted Diffuser | 31000lm      | 141 lm/W | 31000lm      | 141 lm/W | Standard |
|              |                          | Prismatic Diffuser    | 31000lm      | 141 lm/W | 31000lm      | 141 lm/W | Premium  |
|              |                          | Aisle Optic           | 28200lm      | 128 lm/W | 28200lm      | 128 lm/W | /        |
| 270W         | 120-277VAC               | Semi-frosted Diffuser | 37000lm      | 137 lm/W | 37000lm      | 137 lm/W | Standard |
|              |                          | Prismatic Diffuser    | 38000lm      | 141 lm/W | 38000lm      | 141 lm/W | Premium  |
|              |                          | Aisle Optic           | 34000lm      | 126 lm/W | 34000lm      | 126 lm/W | /        |
| 278W         | 347/480VAC               | Semi-frosted Diffuser | 37500lm      | 135 lm/W | 37500lm      | 135 lm/W | Standard |
|              |                          | Prismatic Diffuser    | 38500lm      | 138 lm/W | 38500lm      | 138 lm/W | Premium  |
|              |                          | Aisle Optic           | 34200lm      | 123 lm/W | 34200lm      | 123 lm/W | /        |
| 300W         | 120-277VAC               | Semi-frosted Diffuser | 41500lm      | 138 lm/W | 41500lm      | 138 lm/W | Standard |
|              |                          | Prismatic Diffuser    | 42000lm      | 140 lm/W | 42000lm      | 140 lm/W | Premium  |
|              |                          | Aisle Optic           | 36000lm      | 120 lm/W | 36000lm      | 120 lm/W | /        |
| 310W         | 347/480VAC               | Semi-frosted Diffuser | 42000lm      | 135 lm/W | 42000lm      | 135 lm/W | Standard |
|              |                          | Prismatic Diffuser    | 42800lm      | 138 lm/W | 42800lm      | 138 lm/W | Premium  |
|              |                          | Aisle Optic           | 36200lm      | 116 lm/W | 36200lm      | 116 lm/W | /        |

## Electrical Data

| Number of Drivers | Driver Current (mA) | Nominal Power (W) | INPUT VOLTAGE (V) | CURRENT (Amps) |
|-------------------|---------------------|-------------------|-------------------|----------------|
| 1                 | 850                 | 90                | 120               | 0.75           |
|                   |                     | 90                | 208               | 0.43           |
|                   |                     | 90                | 240               | 0.38           |
|                   |                     | 90                | 277               | 0.32           |
| 1                 | 2400                | 90                | 347               | 0.26           |
|                   |                     | 90                | 480               | 0.19           |
| 1                 | 1200                | 130               | 120               | 1.08           |
|                   |                     | 130               | 208               | 0.63           |
|                   |                     | 130               | 240               | 0.54           |
|                   |                     | 130               | 277               | 0.47           |
|                   |                     | 145               | 347               | 0.42           |
|                   |                     | 145               | 480               | 0.30           |
| 1                 | 1060                | 175               | 120               | 1.46           |
|                   |                     | 175               | 208               | 0.84           |
|                   |                     | 175               | 240               | 0.73           |
|                   |                     | 175               | 277               | 0.63           |
|                   |                     | 185               | 347               | 0.53           |
|                   |                     | 185               | 480               | 0.39           |
| 1                 | 1060                | 210               | 120               | 1.75           |
|                   |                     | 210               | 208               | 1.01           |
|                   |                     | 210               | 240               | 0.88           |
|                   |                     | 210               | 277               | 0.76           |
|                   |                     | 220               | 347               | 0.63           |
|                   |                     | 220               | 480               | 0.46           |
| 2                 | 2400                | 270               | 120               | 2.25           |
|                   |                     | 270               | 208               | 1.30           |
|                   |                     | 270               | 240               | 1.13           |
|                   |                     | 270               | 277               | 0.97           |
|                   |                     | 278               | 347               | 0.80           |
|                   |                     | 278               | 480               | 0.58           |
| 2                 | 2400                | 300               | 120               | 2.50           |
|                   |                     | 300               | 208               | 1.44           |
|                   |                     | 300               | 240               | 1.25           |
|                   |                     | 300               | 277               | 1.08           |
|                   |                     | 310               | 347               | 0.89           |
|                   |                     | 310               | 480               | 0.65           |



# NationalLED PROPOSAL

## Prepared For:

**Client:** Chris Jarmon Jarmon  
**Phone:** (936)-402-3719  
**Email:** cjarmon@daytontx.com

## Project Details

**Proposal #:** 823808

### **IMPROVED PRICING OPTION:**

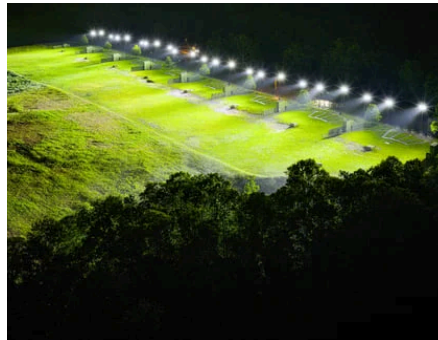
**Henderson and Sawmill approval together**  
**Henderson - price decrease to \$59,500,00**  
**Initial:** \_\_\_\_\_

## Prepared By:

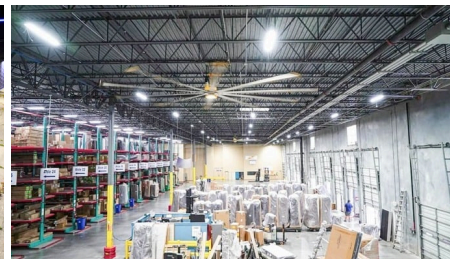
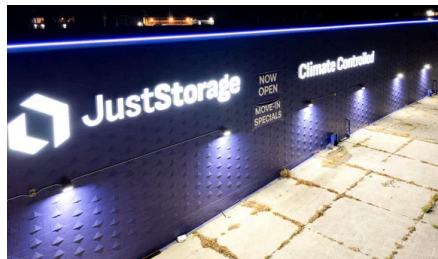
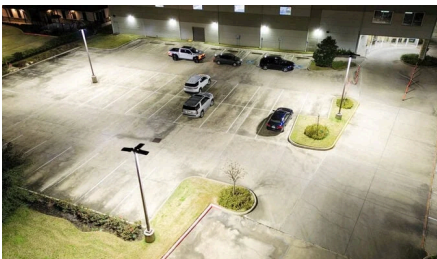
National LED  
6699 Portwest Drive, Houston,  
TX, 77024.  
Office phone: 281-636-5095

**Sales rep:** Seth Evans  
**Email:** sevans@nationalled.com  
**Mobile:** (815)-603-3929

**Date:** January 05, 2026



Complete LED Lighting Solutions, Nationwide.



| Products & services                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | Quantity | Unit price  | Total              |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|-------------|--------------------|
| <b>Linear High Bay</b><br>High Bay, outdoor rated, selectable wattage, 240W, 120-277V                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | 6        | \$185.00    | \$1,110.00         |
| <b>Poles</b><br>30-35' Poles, Direct burial, Outdoor rated, cured impacted                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | 6        | \$1,500.00  | \$9,000.00         |
| <b>SafeLot Area Light</b><br>Area Light, 120-277V, Selectable, 350-410W                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | 12       | \$475.00    | \$5,700.00         |
| <b>Bullhorn and Mounts</b><br>Bullhorns and pendant mounts                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | 5        | \$250.00    | \$1,250.00         |
| <b>Installation</b><br>Scope of Work<br><br>Obtain and manage all required permits and inspections related to pole installation, electrical work, and lighting installation<br><br>Coordinate with Entergy for installation of new electrical service, including meter base, disconnects, and required service equipment<br><br>Furnish and install six (6) direct-burial light poles, including augering, pole setting, alignment, and proper backfill<br><br>Furnish and install linear high bay fixtures for basketball courts with pendant mounting, including all mounting hardware<br><br>Perform all required trenching, underground conduit, and new wiring from electrical service to poles<br><br>Daisy-chain electrical circuits between poles per design and code requirements<br><br>Connect, test, and commission all lighting circuits to confirm proper operation<br><br>Restore all disturbed areas and perform jobsite cleanup, removing excess materials and debris upon completion | 1        | \$52,500.00 | \$52,500.00        |
| Subtotal                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |          |             | \$69,560.00        |
| <b>Total</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |          |             | <b>\$69,560.00</b> |

\*Applicable TAXES will be added to the final invoice if not listed above.

✓ Get a \$30 GIFT! 📺 Post a [Google Review here](#) and we'll send you a \$30 Amazon gift card\*.

💡 **Save More with National LED**

Ask us about our **Energy Broker Services** and see how bundling LED + Energy can double your savings.

**Request an Energy Quote**



# GENERAL TERMS & CONDITIONS

**DELIVERY:** Buyer shall pay freight charges by Seller's regular method of shipment, i.e., via rail, freight forwarders, or motor carrier to any one destination in the United States, Seller reserving the right to control the routing. Terms shall be F.O.B. Seller's premises. Any charges by carrier shall be paid by Buyer. All shipments are insured at the Buyer's expense and made at the Buyer's risk. Identification of the goods to the contract shall occur as each shipment is placed in the hands of the carrier.

**PHOTOMETRICS:** All photometric layouts provided by National LED are strictly illustrative and for conceptual purposes only. Values shown are estimated and may not reflect actual site conditions or final performance. Variances can occur due to installation methods, mounting height, environmental conditions, and product changes. National LED makes no guarantee regarding footcandle levels or lighting uniformity. By accepting these layouts, the Buyer agrees that National LED bears no responsibility or liability for decisions made based on these examples.

**DELAYS:** Seller will not be liable for any delay in the performance of orders or contracts, or in the delivery or shipment of goods, or for any damages suffered by Buyer by reason of such delay. Contracts may not be cancelled due to delay once contract is signed, or purchase order is made. Force Majeure: Seller shall not be held liable for any delay or failure to perform due to acts of God, natural disasters, labor strikes, supply chain disruptions, pandemics, or any cause beyond its reasonable control.

**SELLER'S RIGHT OF POSSESSION:** Until full and final payment is received by Seller, all merchandise delivered by Seller to Buyer shall be the sole property of the Seller and shall not, by reason of any connection to realty, be deemed to be any fixture or appurtenance to realty and shall be severable therefrom. Seller shall have the right, in addition to all others it may possess, at any time, for credit reasons or because of Buyer's default or defaults, to withhold shipments, in whole or in part, to recall goods in transit and retake same, and to repossess and remove all merchandise delivered to Buyer.

**WARRANTY:** Product warranty begins from the date of manufacture. National LED reserves the sole right to determine if a product issue qualifies under warranty. Warranty claims must be submitted in writing and include proper documentation. Misuse, improper installation, unauthorized repairs, or environmental damage may void the warranty.

**CONSTRUCTION:** National LED is not responsible for any damage to landscaping, pavement, concrete, grass, structures, or other property caused during delivery, installation, or service due to the use of tools, equipment, or vehicles necessary for project completion. By proceeding, Buyer assumes this risk and agrees to hold National LED harmless from any claims arising from such damage.

**TERMINATION UPON DEFAULT:** Upon completion of signatures on this contract, buyer may not cancel orders or payments unless approval given buy seller. If seller suffers lack of payment, interest in the amount of 5% compounded daily may be applied.

**ACCEPTANCE:** This is not a firm offer and may be changed or revoked at any time before execution by seller. Acceptance of this offer is expressly limited to the exact terms contained herein and any attempt to alter or omit any of such terms by buyer shall be deemed a rejection and a counteroffer. These terms and conditions shall supersede any provisions, terms, and conditions contained on any confirmation order, or other writing Buyer may give or receive, and the rights of the parties shall be governed exclusively by the provisions, terms, and conditions hereof. Seller makes no representations or warranties concerning this order except such as are expressly contained herein, and this Agreement may not be changed or modified orally.

**SETOFF:** Any claims of Buyer against Seller relating to this Agreement shall be subject to setoff or counterclaim of Seller arising out of this or any other agreement with Buyer.

**MARKETING APPROVAL:** Buyer agrees to allow Seller to produce and use photographs, drawings, descriptions or likenesses of product and their location in any marketing, advertising or promotional materials in all media. Furthermore, National LED reserves the right to conduct and publish case studies for all transactions and projects National LED participates in. Only with Buyer's written permission and shall not include any photographs, drawings, descriptions or likenesses of any logo, marketing material, etc.

**ELECTRICAL CONNECTIONS:** Post-installation visits for electrical connections will only occur upon Buyer's written request and are billable. Buyer is solely responsible for providing necessary electrical infrastructure, including circuits, panels, and switches, prior to installation. National LED is entitled to full payment upon physical installation of fixtures, regardless of the site's electrical readiness or connection delays.

**TAXES:** Unless otherwise noted, prices on the specified products are exclusive of all city, state, and federal excise taxes, including, without limitation, taxes on manufacture, sales, receipts, gross income, occupation, use and similar taxes. Wherever applicable, any tax or taxes will be added to the invoice as a separate charge to be paid by the Buyer.

**NON-PAYMENT:** If final payment is not received within 45 days of completed installation, Buyer authorizes National LED to remove the installed fixtures without prior notice. All deposits shall be forfeited and deemed non-refundable. Buyer waives all claims of ownership until full payment is received.

**RETURNS:** Fixtures purchased by client are deemed owned by client once paid for unless RMA is requested in writing via email. Returns will be subject to a minimum of a 25% return fee.

**†GOOGLE REVIEW DISCLAIMER**  
Offer valid for one \$30 Amazon gift card per customer/company upon completion of a posted Google review for the National LED profile. Review must be publicly visible and meet Google's posting guidelines. After submitting your review, please take a screenshot and email it to your assigned sales representative to begin the verification process. Once confirmed, your gift card will be delivered via email within 10 days. National LED is not responsible for delays or issues caused by Google's review platform. National LED reserves the right to modify or cancel this promotion at any time without notice.

**ACCEPTANCE OF PROPOSAL:** The above prices, specifications and conditions are satisfactory and are hereby accepted. Payment will be made as deposit or full payment upon delivery.  
**NOTE: AGREEMENT WILL NOT BECOME EFFECTIVE UNTIL SUCH TIME AS IT IS AUTHORIZED BY SELLER.**

## Signature

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**Signature**

---

**Date**

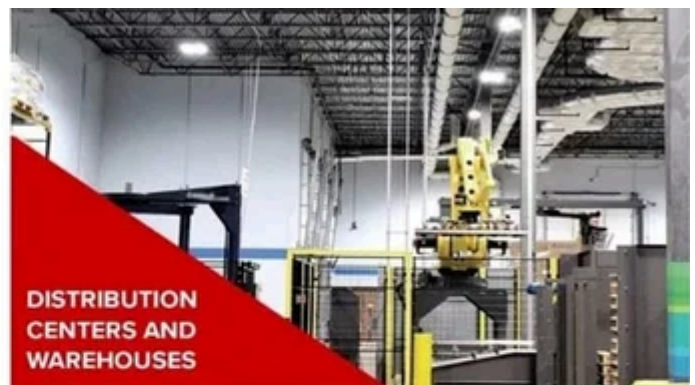
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**Printed name**

# Trusted by Leading Brands Nationwide

- Serving clients with a **National** footprint
- Worked with major groups including **Mercedes Benz, Cube Smart, and United Airlines**
- **LED Lights** private labeled by 2 of the world's 5 largest lighting companies

Still have questions? Check us out on [YouTube!](#)





## GENERAL TERMS & CONDITIONS

**DELIVERY:** Buyer shall pay freight charges by Seller's regular method of shipment, i.e., via rail, freight forwarders, or motor carrier to any one destination in the United States, Seller reserving the right to control the routing. Delivery shall be made to the project site designated by Buyer. Risk of loss shall remain with Seller until the Products are delivered to and accepted by Buyer at the project site. Seller shall be responsible for any loss of or damage to the Products occurring prior to delivery and acceptance. Identification of the goods to the contract shall occur upon delivery to Buyer at the project site.

**PHOTOMETRICS:** All photometric layouts provided by National LED are illustrative and for conceptual purposes only. Values shown are estimated and may not reflect actual site conditions or final performance. Variances can occur due to installation methods, mounting height, environmental conditions, and product changes. National LED does not guarantee exact footcandle levels or lighting uniformity; however, National LED represents that such layouts are prepared in good faith using commercially reasonable professional standards. National LED shall not be liable for minor variances in lighting performance, but shall remain responsible for material errors or omissions in its designs.

**DELAYS:** Seller will not be liable for any delay in the performance of orders or contracts, or in the delivery or shipment of goods, or for any damages suffered by Buyer by reason of such delay, to the extent caused by events beyond Seller's reasonable control.

In the event Seller's performance is delayed, Seller shall promptly notify Buyer in writing and use commercially reasonable efforts to resume performance as soon as practicable. If any such delay continues for more than sixty (60) days, Buyer may, upon written notice to Seller, terminate the affected portion of the Agreement without penalty.

**Force Majeure:** Seller shall not be held liable for any delay or failure to perform due to acts of God, natural disasters, labor strikes, supply chain disruptions, pandemics, or any cause beyond its reasonable control.

**SELLER'S RIGHT OF POSSESSION:** Upon delivery and installation at the project site, the Products shall be deemed fixtures and part of the realty. Seller shall have no right of self-help, repossession, or removal of any Products once installed. In the event of any payment dispute or alleged default, Seller's remedies shall be limited to those available at law or in equity, and Seller shall not enter upon Buyer's property or remove any installed Products.

**WARRANTY:** Product warranty begins from the date of installation and acceptance by Buyer at the project site. National LED shall evaluate warranty claims in good faith using commercially reasonable standards. Warranty claims must be submitted in writing and include proper documentation. Misuse, improper installation, unauthorized repairs, or environmental damage may void the warranty.

**CONSTRUCTION:** National LED shall use commercially reasonable care in the performance of its work. Seller shall be responsible for damage to landscaping, pavement, concrete, grass, structures, or other property to the extent caused by Seller's negligence or willful misconduct during delivery, installation, or service. Buyer remains responsible for ordinary wear and minor incidental disturbance inherent in construction activities.

**TERMINATION UPON DEFAULT:** Upon execution of this Agreement, neither party may cancel except as expressly provided herein or upon a material breach by the other party. In the event Buyer fails to timely remit an undisputed amount due, Seller may assess interest on the past-due balance at the rate of one percent (1%) per month, or the maximum rate permitted by law, whichever is less.

**ACCEPTANCE:** This Agreement shall become binding upon execution by both Buyer and Seller. Any proposed changes to this Agreement must be agreed to in writing by both parties. These terms and conditions shall supersede any provisions, terms, and conditions contained on any confirmation order, or other writing Buyer may give or receive, and the rights of the parties shall be governed exclusively by the provisions, terms, and conditions hereof.



Seller makes no representations or warranties concerning this order except such as are expressly contained herein, and this Agreement may not be changed or modified orally.

SETOFF: Any claims of either party against the other relating to this Agreement shall be subject to setoff or counterclaim arising out of this Agreement.

MARKETING APPROVAL: Seller may produce and use photographs, drawings, descriptions, or likenesses of the Products and their location in marketing, advertising, or promotional materials, and may conduct and publish case studies for this project, only with Buyer's prior written permission. Any such materials shall not include any photographs, drawings, descriptions, or likenesses of Buyer's name, logo, branding, or other identifying materials without Buyer's express written approval.

ELECTRICAL CONNECTIONS: Post-installation visits for electrical connections will only occur upon Buyer's written request and are billable. Buyer is solely responsible for providing necessary electrical infrastructure, including circuits, panels, and switches, prior to installation. National LED shall be entitled to payment upon installation and acceptance of the Products at the project site. Buyer shall not be deemed in default for any delay in payment arising solely from delays in site readiness or electrical connection outside Buyer's reasonable control.

TAXES: Unless otherwise noted, prices on the specified products are exclusive of all city, state, and federal excise taxes, including, without limitation, taxes on manufacture, sales, receipts, gross income, occupation, use and similar taxes. Wherever applicable, any tax or taxes will be added to the invoice as a separate charge to be paid by the Buyer.

Notwithstanding the foregoing, Buyer shall only be responsible for taxes that are lawfully imposed and applicable to Buyer. Seller acknowledges that Buyer is a public entity and may be exempt from certain taxes. Seller shall not collect or charge any tax from Buyer for which Buyer provides a valid exemption certificate.

NON-PAYMENT: If final payment of an undisputed amount is not received within forty-five (45) days after installation and acceptance, Seller may pursue any remedies available at law or in equity. Seller shall have no right of self-help, entry, or removal of any installed fixtures. Upon installation, the Products shall be deemed fixtures and part of the realty. Deposits, if any, shall be credited against the contract price.

RETURNS: Fixtures purchased by Buyer are deemed owned by Buyer upon installation and acceptance unless RMA is requested in writing via email. Returns will be subject to a minimum of a 25% return fee. This return fee shall not apply to Products returned due to defects, nonconformity, or valid warranty claims.

GOVERNING LAW AND VENUE: This Agreement shall be governed by and construed in accordance with the laws of the State of Texas. Venue for any action arising out of or relating to this Agreement shall lie exclusively in the state courts located in Liberty County, Texas.

PUBLIC ENTITY APPROVAL: Buyer is a public entity, and Buyer's obligations under this Agreement are expressly conditioned upon approval of this project and the expenditure of funds by Buyer's governing body. Buyer's performance is further subject to any applicable statutory waiting period, including any period during which an election may be called regarding the project. Seller acknowledges that Buyer shall not be deemed in default for any delay arising from such approval or statutory requirements.

**ACCEPTANCE OF PROPOSAL: The above prices, specifications and conditions are satisfactory and are hereby accepted. Payment will be made in accordance with the payment terms set forth in this Agreement. This Agreement shall become effective upon execution by both Buyer and Seller.**

# Signature

Seth Evans

**Signature**

01-23-26

**Date**

*Seth Evans*

**Printed name**





TO: Derek Woods

FROM: Chris Jarmon

RE: Consider with possible action on Resolution No. R2026-16, a resolution ratifying the Dayton Economic Development Corporation's expenditure of \$370,000 for the purchase and installation of concrete foundations, poles, lights, conduit, wiring and related equipment at Sawmill Park.

DATE: February 9, 2026

COMMENTS:

On January 13, 2026 the DEDC Board of Directors held a public hearing and voted 5-0 to enter into a contract with National LED in an amount not to exceed \$370,000 for the lighting project at Sawmill Park. The \$370,000 includes all materials, equipment, labor, permitting and coordination with the utility company. The project will provide lighting for five fields. One 11v11 field (approximately 70 yards x 120 yards), two 9v9 fields (approximately 50 yards x 80 yards) and two 5v5 fields (approximately 25 yards x 15 yards). These lights will be able to be operated on a timer.

The 11v11 field could be used for multiple sports, including football or soccer.

Because these lights are LED, Entergy will provide the city with a rebate of \$6,442.60.

Solar lights were evaluated, but due to various reasons, such as the lights being dimmer than wired fixtures, the amount of area where lighting will be installed and the need for light for safety, solar lights were not considered optimal for this project.

National LED is a BuyBoard Vendor. Vendor number 779-25. National LED's proposal is attached for your review.

AVAILABLE FUNDING:

DEDC

ACTION REQUESTED:

Approve Resolution No. R2026-16, as presented.

ATTACHMENTS:

[R2026-16 DEDC Sawmill Park Expenditures.pdf](#)

[Sawmill Park Lighting Proposal.pdf](#)

[General Terms & Conditions DEDC Edits 01.22.2026 - Signed.pdf](#)

## RESOLUTION NO. R2026-16

### City of Dayton

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DAYTON, TEXAS, RATIFYING AND APPROVING THE DAYTON ECONOMIC DEVELOPMENT CORPORATION'S EXPENDITURE FOR THE PURCHASE AND INSTALLATION OF LIGHTING IMPROVEMENTS AT SAWMILL PARK; AND PROVIDING AN EFFECTIVE DATE.**

WHEREAS, the Dayton Economic Development Corporation ("DEDC") is a Texas non-profit corporation created to promote economic development within the City of Dayton pursuant to applicable law; and

WHEREAS, Sawmill Park is a public park serving residents of the City of Dayton, and the installation of lighting improvements for the athletic fields constitutes a public improvement benefiting the community and enhancing public safety and recreational opportunities; and

WHEREAS, on January 13, 2026, the Board of Directors of the DEDC conducted a public hearing and thereafter voted to enter into a contract with National LED for lighting improvements at Sawmill Park; and

WHEREAS, the contract approved by the DEDC Board authorizes an expenditure in an amount not to exceed Three Hundred Seventy Thousand Dollars (\$370,000.00) for lighting improvements at Sawmill Park; and

WHEREAS, the City Council finds that ratification of the DEDC's expenditure is in the best interest of the City and its residents;

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

**Section 1. Ratification.** The City Council hereby ratifies and approves the Dayton Economic Development Corporation's expenditure and contract with National LED, in an amount not to exceed \$370,000.00, for the purchase and installation of lighting improvements at Sawmill Park.

**Section 2. Confirmation of Procurement.** The City Council acknowledges that the contract was awarded through the BuyBoard cooperative purchasing program, Vendor No. 779-25, and finds such procurement to be consistent with applicable purchasing laws and policies.

**Section 3. No Further Obligation.** Nothing in this Resolution shall be construed as authorizing expenditures beyond the amount approved by the DEDC Board or as modifying the terms of the existing contract.

**Section 4. Severability.** If any provision of this Resolution is held invalid, such invalidity shall not affect the remaining provisions, which shall remain in full force and effect.

**Section 5. Effective Date.** This Resolution shall take effect immediately upon adoption.

PASSED AND APPROVED this \_\_\_\_ day of \_\_\_\_\_, 2026.

CITY OF DAYTON, TEXAS

\_\_\_\_\_  
Martin Mudd, Mayor

ATTEST:

\_\_\_\_\_  
Jennifer Perkins, City Secretary





**Plan View**  
Scale: 1 inch=35 ft



- 1. Actual lighting levels may vary depending on field conditions such as reflectance and objects, National LED does not guarantee the actual light levels measured.
- 2. Actual fixture layout may vary depending on final location of fixtures. Fixtures need to be adjusted based on actual conditions..
- 3. No objects include trees considered in calculation unless otherwise noted on the print
- 4. This analysis is based on computer data derived from a fixture tested by an independent testing laboratory in accordance with illuminating engineering society approved methods & under controlled conditions.

|                 |            |
|-----------------|------------|
| Drawn By:       | L          |
| Date:           | 12/16/2025 |
| Drawing Verion: | V1         |
| File No.:       | 24100401   |

Sawmill Road Park Lighting



|                                                                                   |     |       |                 |       |                  |                 |             |                 |
|-----------------------------------------------------------------------------------|-----|-------|-----------------|-------|------------------|-----------------|-------------|-----------------|
| Luminaire Schedule                                                                |     |       |                 |       |                  |                 |             |                 |
| Scenario: Pole Summary                                                            |     |       |                 |       |                  |                 |             |                 |
| Symbol                                                                            | Qty | Label | Description     | LLF   | Luminaire Lumens | Luminaire Watts | Total Watts | Mounting Height |
|  | 26  | S1    | XSLA800W57KHV33 | 0.900 | 126964           | 808.89          | 21031.14    | 50              |
|  | 30  | S2    | XSLA800W57KHV55 | 0.900 | 125432           | 809.17          | 24275.099   | 50              |

|                        |             |       |       |     |     |         |         |       |      |      |
|------------------------|-------------|-------|-------|-----|-----|---------|---------|-------|------|------|
| Calculation Summary    |             |       |       |     |     |         |         |       |      |      |
| Scenario: Pole Summary |             |       |       |     |     |         |         |       |      |      |
| Label                  | CalcType    | Units | Avg   | Max | Min | Avg/Min | Max/Min | # Pts | CV   | UG   |
| Field_1                | Illuminance | Fc    | 47.16 | 62  | 32  | 1.47    | 1.94    | 45    | N.A. | N.A. |
| Field_2                | Illuminance | Fc    | 43.95 | 65  | 29  | 1.52    | 2.24    | 21    | N.A. | N.A. |
| Field_3                | Illuminance | Fc    | 44.48 | 66  | 30  | 1.48    | 2.20    | 21    | N.A. | N.A. |
| Field_4                | Illuminance | Fc    | 35.50 | 50  | 27  | N.A.    | 1.85    | 12    | N.A. | N.A. |
| Field_5                | Illuminance | Fc    | 35.75 | 59  | 28  | 1.28    | 2.11    | 12    | N.A. | N.A. |

|                        |        |    |
|------------------------|--------|----|
| Pole Summary           |        |    |
| Scenario: Pole Summary |        |    |
| Pole #                 | # Lums | MH |
| P1                     | 7      | 60 |
| P10                    | 3      | 60 |
| P2                     | 7      | 60 |
| P3                     | 7      | 60 |
| P4                     | 10     | 60 |
| P5                     | 4      | 60 |
| P6                     | 3      | 60 |
| P7                     | 6      | 60 |
| P8                     | 6      | 60 |
| P9                     | 3      | 60 |



StadiumPro  
Sports and Entertainment LED Lights

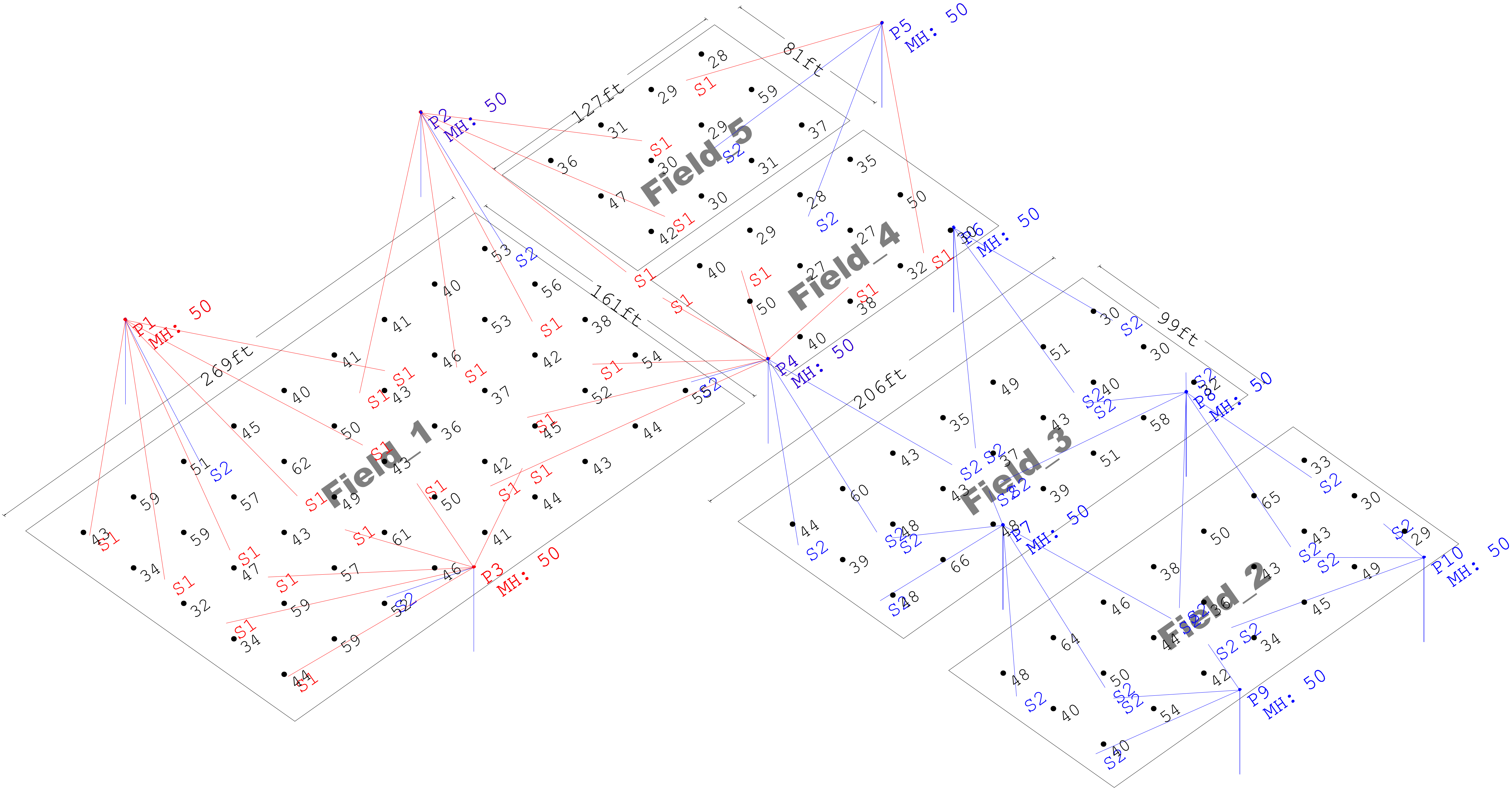
800W, 5700K, 120,000LM, 200-480V  
NEMA 3H3V & 5H5V



1. Actual lighting levels may vary depending on field conditions such as reflectance and objects, National LED does not guarantee the actual light levels measured.  
2. Actual fixture layout may vary depending on the final location of fixtures. Fixtures need to be adjusted based on actual conditions..  
3. No objects include trees considered in calculation unless otherwise noted on the print  
4. This analysis is based on computer data derived from a fixture tested by an independent testing laboratory in accordance with illuminating engineering society approved methods & under controlled conditions.

|                 |            |
|-----------------|------------|
| Drawn By:       | L          |
| Date:           | 12/16/2025 |
| Drawing Verion: | V1         |
| File No.:       | 24100401   |





Isometric View

Scale: 1 inch=25 ft



1. Actual lighting levels may vary depending on field conditions such as reflectance and objects, National LED does not guarantee the actual light levels measured.
2. Actual fixture layout may vary depending on final location of fixtures. Fixtures need to be adjusted based on actual conditions..
3. No objects include trees considered in calculation unless otherwise noted on the print
4. This analysis is based on computer data derived from a fixture tested by an independent testing laboratory in accordance with illuminating engineering society approved methods & under controlled conditions.

|                 |            |
|-----------------|------------|
| Drawn By:       | L          |
| Date:           | 12/16/2025 |
| Drawing Verion: | V1         |
| File No.:       | 24100401   |

Sawmill Road Park Lighting

# NationalLED

## Arena Bright Sports Light

Custom Colors Available

Small Size: 500W & 600W  
Large Size: 850W & 1200W

Project

Date

Catalog Number

Type



## Specifications

### Construction

- Sealed die-casting profile for outdoor applications
- Low profile, 3G vibration rated compact design minimizes wind load requirements.
- Housing is completely sealed against moisture and environmental contaminants (IP65).

### Performance

- Available in NEMA 3Hx3V, 4Hx4V, 5Hx5V, 6Hx6V distributions.
- Light engines are available in standard 4000 K, 5000K and 5700 K (70/80/90 CRI) configurations.
- Scalable Lumen Packages from 49,500 to 118,000 Lumens.
- Optics is precisely designed to shape the distribution, maximizing efficiency and application spacing.

### Lifespan

- Estimated 100,000-hour LED lifespan based on IES LM-80 results and TM-21 calculations

### Electrical

- Universal 120-277 VAC or 347-480 VAC input voltage
- Standard with 0-10V dimming driver(s)
- Built in surge suppression with max.20KV @120-277V(Max.40KV @277-480V).
- THD: ≤20%
- Power Factor: ≥90%

### Ambient Temperature

- Ambient operating temperature -40°F to 131°F.

### Certification

- DesignLights Consortium™ Qualified.
- UL cUL wet location listed.

Note: DesignLights Consortium™ Qualified and classified for DLC Standard, refer to www.designlights.org for details.

## ORDERING GUIDE

Example: AB 500 LV 3K BK B33 TR C BLANK

| Fixture Type         | Wattage                                        | Voltage                                    | CCT                               | Finish               | Nema                                                | Mounting (Option)    | Integrated Control            | Internal Code         |
|----------------------|------------------------------------------------|--------------------------------------------|-----------------------------------|----------------------|-----------------------------------------------------|----------------------|-------------------------------|-----------------------|
| <input type="text"/> | <input type="text"/>                           | <input type="text"/>                       | <input type="text"/>              | <input type="text"/> | <input type="text"/>                                | <input type="text"/> | <input type="text"/>          | <input type="text"/>  |
| AB Sports light      | 500 500W<br>600 600W<br>850 850W<br>1200 1200W | LV 120-277V<br>HV 277-480V<br>HV2 347-480V | 4K 4000K<br>5K 5000K<br>57K 5700K | BK Black<br>C Custom | B33 3Hx3V1<br>B44 4Hx4V<br>B55 5Hx5V2<br>B66 6Hx6V2 | TR Trunnion          | C Integrated Control<br>BLANK | Blank<br>Alphanumeric |

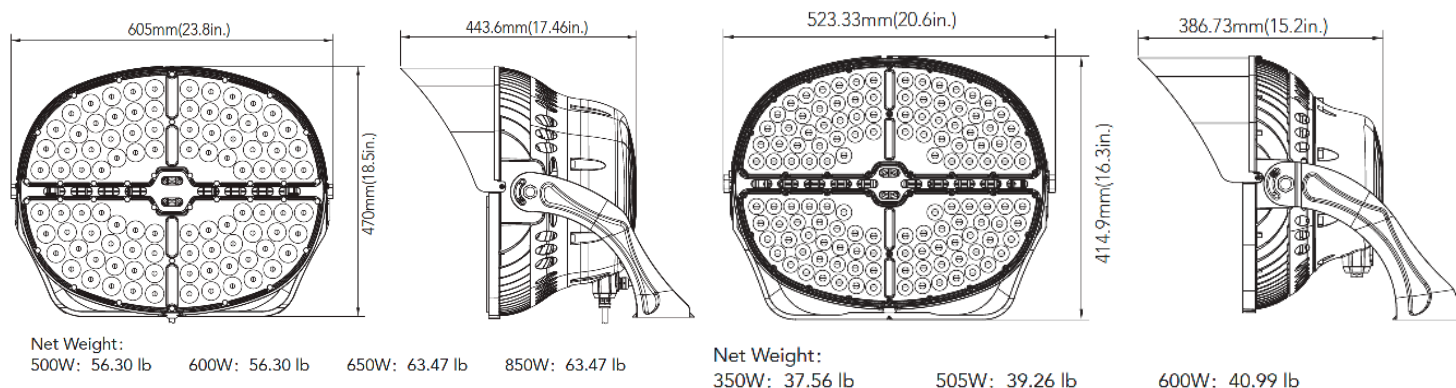
Note: 1. 3H3V is only suit for large size, and small size will be coming soon 2. 5H5V,6H6V will be coming soon. 3. 650W only suitable for 277-480V input.

AB

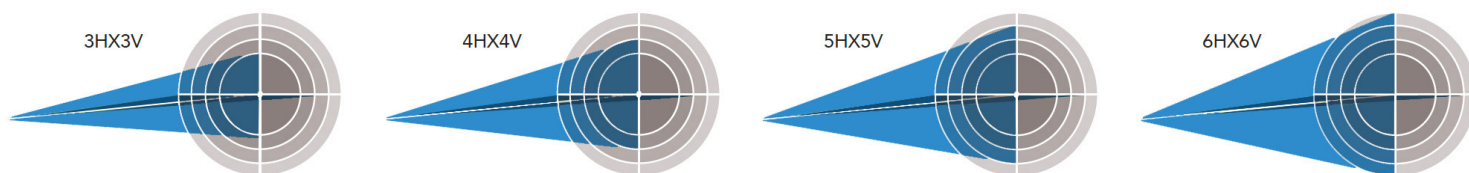
[www.NationalLED.com](http://www.NationalLED.com) | 281-636-5095

Due to continued product improvements, product specifications are subject to change without notice. Please visit [www.NationalLED.com](http://www.NationalLED.com) for the most updated product specifications.

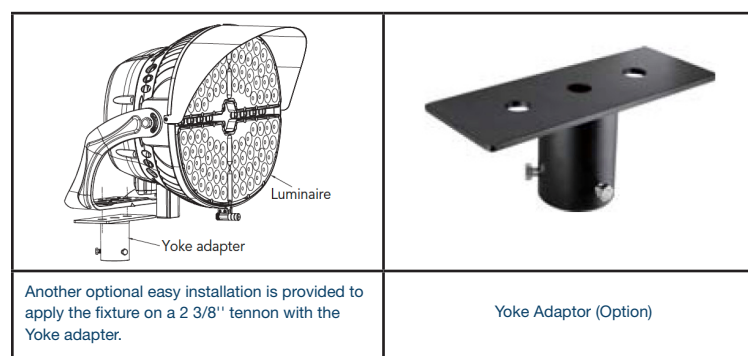
Dimension unit: mm/inch



## Photometrics



## Mounting Bracket



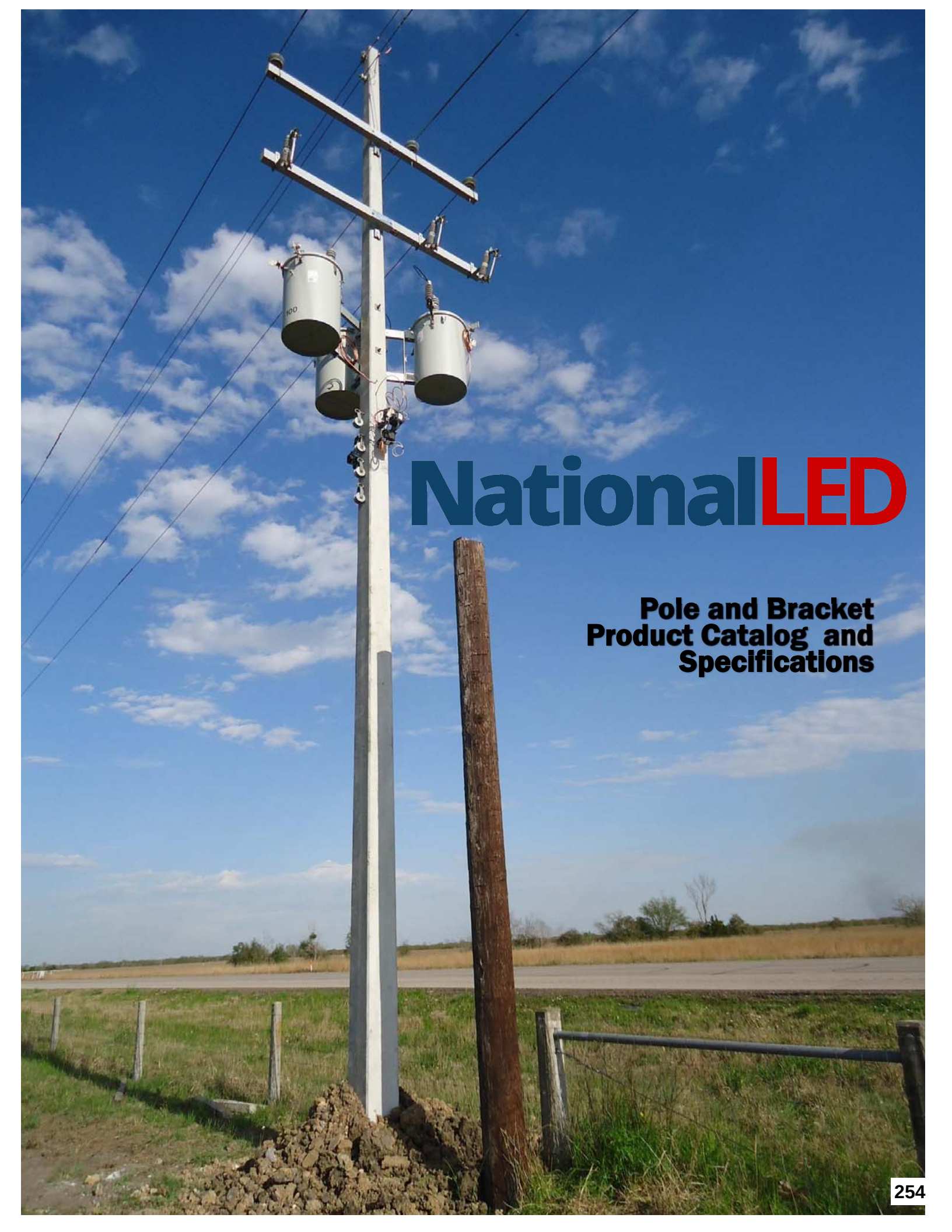
## Performance Data

| SIZE       | SYSTEM WATTS | VOLTAGE           | NEMA  | EPA    | CRI | LUMENS (4000K) | LPW (4000K) | LUMENS (5000K) | LPW (5000K) | LUMENS (5700K) | LPW (5700K) |
|------------|--------------|-------------------|-------|--------|-----|----------------|-------------|----------------|-------------|----------------|-------------|
| Small Size | 350W         | 120-277V/347-480V | 4Hx4V | 1.8911 | 70  | 51000lm        | 146 lm/W    | 51000lm        | 146 lm/W    | 49500lm        | 141 lm/W    |
| Small Size | 505W         | 120-277V/347-480V | 4Hx4V | 1.8911 | 70  | 70000lm        | 139 lm/W    | 70000lm        | 139 lm/W    | 68000lm        | 135 lm/W    |
| Small Size | 600W         | 120-277V/347-480V | 4Hx4V | 1.8911 | 70  | 82000lm        | 137 lm/W    | 82000lm        | 137 lm/W    | 80000lm        | 133 lm/W    |
| Large Size | 500W         | 120-277V/347-480V | 4Hx4V | 2.5471 | 70  | 71000lm        | 142 lm/W    | 71000lm        | 142 lm/W    | 69000lm        | 138 lm/W    |
|            |              |                   | 3Hx3V | 2.5471 | 70  | 68160lm        | 136 lm/W    | 68160lm        | 136 lm/W    | 66240lm        | 132 lm/W    |
| Large Size | 600W         | 120-277V/347-480V | 4Hx4V | 2.5471 | 70  | 84000lm        | 140 lm/W    | 84000lm        | 140 lm/W    | 82000lm        | 137 lm/W    |
|            |              |                   | 3Hx3V | 2.5471 | 70  | 80640lm        | 134 lm/W    | 80640lm        | 134 lm/W    | 78720lm        | 131 lm/W    |
| Large Size | 650W         | 277-480V          | 4Hx4V | 2.5471 | 70  | 91000lm        | 140 lm/W    | 91000lm        | 140 lm/W    | 88000lm        | 135 lm/W    |
|            |              |                   | 3Hx3V | 2.5471 | 70  | 87360lm        | 134 lm/W    | 87360lm        | 134 lm/W    | 84480lm        | 130 lm/W    |
| Large Size | 850W         | 120-277V/347-480V | 4Hx4V | 2.5471 | 70  | 118000lm       | 139 lm/W    | 118000lm       | 139 lm/W    | 112000lm       | 132 lm/W    |
|            |              |                   | 3Hx3V | 2.5471 | 70  | 113280lm       | 133 lm/W    | 113280lm       | 133 lm/W    | 107520lm       | 126 lm/W    |

## Electrical Data

| Number of Drivers | Driver Current (mA) | Nominal Power (W) | INPUT VOLTAGE (V) | CURRENT (Amps) |
|-------------------|---------------------|-------------------|-------------------|----------------|
| 1                 | 2400                | 350               | 120               | 2.92           |
|                   |                     | 350               | 208               | 1.68           |
|                   |                     | 350               | 240               | 1.46           |
|                   |                     | 350               | 277               | 1.26           |
|                   |                     | 350               | 347               | 1.01           |
|                   |                     | 350               | 480               | 0.73           |
| 1                 | 4800                | 500               | 120               | 4.17           |
|                   |                     | 500               | 208               | 2.40           |
|                   |                     | 500               | 240               | 2.08           |
|                   |                     | 500               | 277               | 1.81           |
|                   |                     | 500               | 347               | 1.44           |
|                   |                     | 500               | 480               | 1.04           |
| 1                 | 2350                | 505               | 120               | 4.21           |
|                   |                     | 505               | 208               | 2.43           |
|                   |                     | 505               | 240               | 2.10           |
|                   |                     | 505               | 277               | 1.82           |
|                   | 2500                | 505               | 347               | 1.46           |
|                   |                     | 505               | 480               | 1.05           |
| 1                 | 5600                | 600               | 120               | 5.00           |
|                   |                     | 600               | 208               | 2.88           |
|                   |                     | 600               | 240               | 2.50           |
|                   |                     | 600               | 277               | 2.17           |
|                   | 5200                | 600               | 347               | 1.73           |
|                   |                     | 600               | 480               | 1.25           |
| 1                 | 5200                | 650               | 277               | 2.35           |
|                   |                     | 650               | 347               | 1.87           |
|                   |                     | 650               | 480               | 1.35           |
| 1                 | 5500                | 850               | 120               | 7.08           |
|                   |                     | 850               | 208               | 4.09           |
|                   |                     | 850               | 240               | 3.54           |
|                   |                     | 850               | 277               | 3.07           |
|                   |                     | 850               | 347               | 2.45           |
|                   |                     | 850               | 480               | 1.77           |





# NationalLED

**Pole and Bracket  
Product Catalog and  
Specifications**

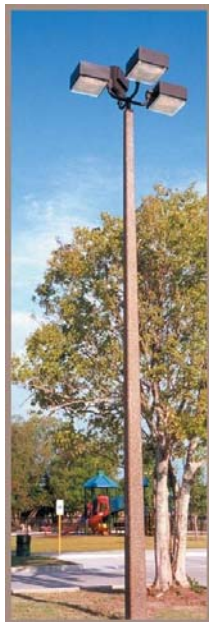


# Concrete — The Solid Alternative to Wood

Maintenance Free

Finishes to Enhance or Compliment any Architecture

Power Distribution, Outdoor Lighting, and Security



## NationalLED

832-459-4447

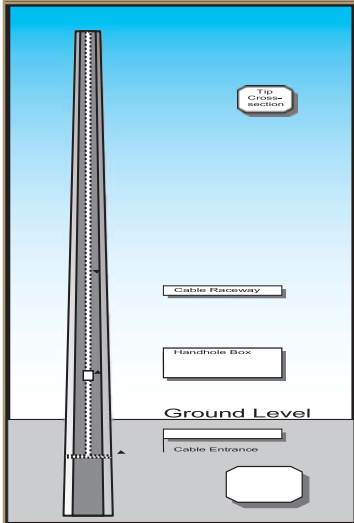
6807 Portwest Drive  
Houston, TX 77024



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| I1-3  | Glossary of Terms<br>Product Code                                                             |
| E1-4  | Technical Information<br>Handling and Installation Procedures<br>Concrete Pole Specifications |
| L1-12 | Light Pole                                                                                    |
| SL1-2 | Sport Light Pole                                                                              |
| C1    | Camera Pole                                                                                   |
| S1    | Standard Pole Finishes                                                                        |
| U1-10 | Utility Pole                                                                                  |
| B1-3  | Brackets                                                                                      |

# Glossary of Terms



## BREAKING STRENGTH

This is the approximate load which, when applied at a point two feet below the tip of the pole, will cause structural failure of the pole.

## CONCRETE STRENGTH

This is a reference to the compressive strength of the concrete in pounds per square inch as measured by testing representative samples at twenty-eight days after casting.

## DEAD LOAD

This refers to the load on the pole resulting from the attachment of luminaires, luminaire supports and other permanent attachments.

## E.P.A "Effective Projected Area"

This is the effective projected area in square feet of luminaires, luminaire supports and other permanently attached items which are subject to wind load.

## GROUND LINE

The point at which an embedded poles enters the ground or is otherwise restrained. The point at which a pole with a bolt-down base is attached to the foundation.

## GROUND LINE BENDING MOMENT

The product of any horizontally applied load at any point on the pole multiplied by its height above ground line.

## LIVE LOADS

These are loads applied to the pole as a result of wind, ice or other loads of temporary nature.

## ULTIMATE GROUND LINE BENDING MOMENT

This is the bending moment, applied to the pole which will cause structural failure of the pole. This is the result of multiplying the load indicated in the column titled "Breaking Load" times a distance of two feet less than pole height (length of pole above ground). The ultimate ground line moment is the product of the nominal bending strength multiplied by a strength reduction factor of 0.9 per ACI 318 latest edition. Figures in "Ultimate Ground Line Moment" column assume embedment of 10% of pole length plus two feet; however, these same Moments apply to bolt-down base poles. The figures in this column on technical charts are maximum moments expected to be applied to the pole (or foundation). Appropriate load factors should be used by the designer.

## General Information

- 1) Different colors, finishes and exposed aggregate are available upon request.
- 2) Longer lengths of poles available upon request.
- 3) 7000 PSI concrete is standard; higher strengths are available if required.
- 4) STRENGTH: In most cases a higher ground line moment, breaking strength and EPA can be attained without going to a larger pole.
- 5) EFFECTIVE PROJECTED AREA (EPA): Lonestar Prestress Mfg., Inc. concrete poles and mounting arms have been designed in accordance with accepted engineering practices to be structurally capable of withstanding wind loads and velocity pressure using a gust wind speed of at least 140 mph. Poles to meet higher wind loads are available.
- 6) HOLES: Holes are precast to meet your specifications and requirements for mounting attachments, most any desired arrangement can be provided. Contact Lonestar Prestress Mfg. for any questions about field drilling poles.
- 7) INSTALLATION: Lonestar Prestress Mfg. concrete poles are designed for setting directly into the ground, without the use of poured in place foundations, similar to the setting of wood poles. After the hole is drilled, the pole is set and plumbed, the earth is then back-filled and tamped. The depth is dependent on the nature of the soil and the anticipated load. Where it is impossible to embed the poles in the ground, such as on bridges or overpasses, a bolt-down base plate is available.
- 8) To specify a base plate for base mounted poles add the suffix BP to catalog numbers. Customer to supply the bolt circle drawings or template.

# Product Code Legend

I-2

## CONCRETE POLES

The 1st two digits of the product code depicts the size of the pole relative to total length.

The 3rd digit of the product code depicts the type of pole relative to strength and engineering.

The 4th digit of the product code depicts the type of mounting related to the fixture to be used or any other special feature of the pole.

The 5th digit depicts the pole relative to shape. For brackets (96) the 5th digit depicts length in feet.

The 6th digit of the product code depicts the pole relative to the color and finish.

Example: **352001**

Example: **352001**

Example: **352001**

Example: **352001**

Example: **352001**

| CODE | DESCRIPTION | CODE | DESCRIPTION      | CODE | DESCRIPTION               | CODE | DESCRIPTION     | CODE | DESCRIPTION       |
|------|-------------|------|------------------|------|---------------------------|------|-----------------|------|-------------------|
| 10   | 10 ft. Pole | 1    | Type I           | 0    | Top Mount                 | 1    | Octagonal       | 0    | Buff              |
| 15   | 15 ft. Pole | 2    | Type II          | 1    | Side Mount                | 2    | Waterford       | 1    | White             |
| 20   | 20 ft. Pole | 3    | Type III         | 2    | Tenon Top                 | 3    | Tenon Type      | 2    | Gray              |
| 25   | 25 ft. Pole | 4    | Type IV          | 3    | Distribution Pole         | 4    | Square Straight | 3    | Brown             |
| 30   | 30 ft. Pole | 5    | Type V Specialty | 4    | Transmission Pole         | 5    | Stadium         | 4    | Exposed Aggregate |
| 35   | 35 ft. Pole |      |                  | 5    | Stadium Pole              | 0    | Square Tapered  | 5    | Black             |
| 40   | 40 ft. Pole |      |                  | 6    | Custom Design             |      |                 | 6    | Special           |
| 45   | 45 ft. Pole |      |                  | 7    | No Fixture Solid Concrete |      |                 |      |                   |
| 50   | 50 ft. Pole |      |                  |      |                           |      |                 |      |                   |
| 55   | 55 ft. Pole |      |                  |      |                           |      |                 |      |                   |
| 60   | 60 ft. Pole |      |                  |      |                           |      |                 |      |                   |
| 65   | 65 ft. Pole |      |                  |      |                           |      |                 |      |                   |
| 70   | 70 ft. Pole |      |                  |      |                           |      |                 |      |                   |

## BRACKETS

Example: **966967**

Example: **966967**

Example: **966967**

Example: **966967**

Example: **966967**

|    |            |   |                              |   |          |   |                   |   |            |
|----|------------|---|------------------------------|---|----------|---|-------------------|---|------------|
| 94 | Panel      | 6 | Single Arm Single Light      | 8 | Steel    | 1 | 1 Foot            | 6 | Special    |
| 95 | Foundation | 7 | Double Arm 180° Double Light | 9 | Aluminum | 2 | 2 Foot            | 7 | Aluminum   |
| 96 | Bracket    | 8 | Triple Arm 120° Three Light  |   |          | 3 | 3 Foot            | 8 | Primed     |
| 97 | Pole Cap   | 9 | Quad Arm 90° Four Light      |   |          | 4 | 4 Foot            | 9 | Galvanized |
| 99 | Stores     | 0 | Custom Design                |   |          | 5 | 5 Foot            |   |            |
|    |            |   |                              |   |          | 6 | Clamp Type 6 Foot |   |            |
|    |            |   |                              |   |          | 7 | Bull Horn 7 Foot  |   |            |
|    |            |   |                              |   |          | 8 | Upsweep 8 Foot    |   |            |
|    |            |   |                              |   |          | 9 | Special 9 Foot    |   |            |
|    |            |   |                              |   |          | 0 | 10 Foot           |   |            |

The basic wind speed,  $V$ , used in the determination of design wind loads on buildings and other structures, shall be as given in Figure 6-1 of ASCE 7-05.

## Strength

Ultimate strength design theory is used to determine the ultimate groundline moments shown in the technical charts. The location of the ultimate ground line moment is determined using an assumed embedment of 10% of the overall length of the pole plus 2 ft. In many cases a higher groundline moment may be attained without going to a larger pole. Please contact our technical staff for special requests.

## Wind Loads

Wind loads for determining the maximum effective projected areas (EPA) presented in this catalog were determined in accordance with ASCE 7-05, *Minimum Design Loads for Buildings and Other structures*. The effective projected area is the actual projected area subjected to wind times the appropriate coefficient of drag (Cd). Please note our catalog features EPA's for 90 mph, 110 mph, 130 mph, 140 mph, and 160 mph wind zones. EPA's for higher wind velocities can be attained by special design. Please contact our technical staff for special requests.

Wind pressures determined using the criteria of ASCE 7-05 are based on gust wind speeds. Editions previous to ASCE 7-95 were based on fastest mile (sustained) wind speeds. For example, if your specification calls for the design of a prestressed concrete pole to be based on a wind velocity of 100 mph with a 1.3 gust factor then you would select a pole from our catalog based on a gust wind speed of 130 mph. The following table provides a quick conversion of sustained wind speeds to gust wind speeds using a typical gust factor of 1.3:

| Sustained Wind Speed<br>Per ASCE 7-93<br>(mph) | Sustained Wind Speed<br>Per ASCE 7-93 with<br>1.3 Gust Factor<br>(mph) | Gust Wind Speed<br>Per ASCE 7-05<br>(mph) |
|------------------------------------------------|------------------------------------------------------------------------|-------------------------------------------|
| 80                                             | 104                                                                    | 110                                       |
| 90                                             | 117                                                                    | 120                                       |
| 100                                            | 130                                                                    | 130                                       |

10% plus 2 foot" Rule of Thumb for the  
Direct Embedment of Concrete Poles

| Pole Length<br>(Ft.) | Embedment<br>(Ft.) | Height Above Grade<br>(Ft.) |
|----------------------|--------------------|-----------------------------|
| 15                   | 3.5                | 11.5                        |
| 20                   | 4.0                | 16.0                        |
| 25                   | 4.5                | 20.5                        |
| 30                   | 5.0                | 25.0                        |
| 35                   | 5.5                | 29.5                        |
| 40                   | 6.0                | 34.0                        |
| 45                   | 6.5                | 38.5                        |
| 50                   | 7.0                | 43.0                        |
| 55                   | 7.5                | 47.5                        |
| 60                   | 8.0                | 52.0                        |
| 65                   | 8.5                | 56.5                        |
| 70                   | 9.0                | 61.0                        |

The hole diameter selected for the embedment should allow a minimum clearance around the corners of the pole butt of 4 to 6 inches. Hole sizes are generally specified in 6 inch increments to accommodate standard auger sizes. The hole diameter for octagonal poles may be determined by adding 8 to 12 inches to the width of the pole butt.

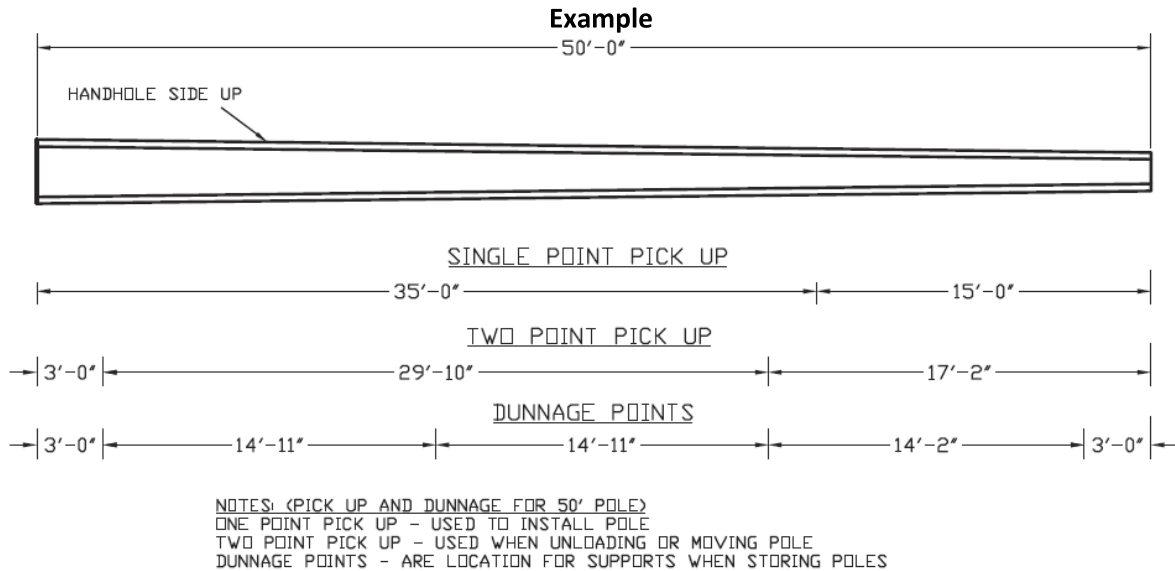




# Handling and Installation Procedures

## Handling Instructions

- Prestressed concrete poles will withstand a considerable amount of bending but should not be shock loaded while under load.
- Prestressed concrete poles should never be handled or picked up by the tip.
- When shipping poles, the poles should be supported at a minimum of 3 points for poles up to and including 40 feet and 4 points for poles over 40 feet.
- Poles up to 50 feet in length may be unloaded using a one-point pickup at the balance point but should never be transported in this manner. A two-point pickup must be used to transport a pole at the job site.



## Installation Procedure

- Prior to installation of the pole, electrical wiring, brackets and luminaries can be installed while the pole is lying horizontally on the ground.
- Excavate the proper diameter and depth hole. The preferred method of excavation is by auger type drilling.
- To install, choke the pole with one end of a nylon sling 25% to 30% of the pole length from the top (see Handling section for location). Attach the other end of the sling to the lifting hook of the crane.
- Lift the pole allowing the butt to rest on the ground until vertical.
- Lift the pole over hole and lower until butt rests on bottom center of hole.
- While holding pole, add backfill in 4 to 6 inch layers, tamping between placement of each layer. Check for plumbness throughout the backfilling process.
- If the pole is equipped for an underground connection, stop backfilling to a point 6 inches below the connection. Make the connection and then finish backfilling the hole to a point 2 inches above grade.

## Direct Embedment

Direct embedment is the most common and recommended method of installation of prestressed concrete poles. Soil conditions vary from location to location and should be investigated by an engineer prior to designing the foundation. The "rule of thumb" for the depth of embedment is 10% of the overall length plus two feet. The table on the preceding page is based on the "rule of thumb." Depending upon the type of soil, an appropriate backfill should be selected. The chart below contains suggested guidelines for the selection of backfill:

|                                                                                                      |                                                                                                                    |
|------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------|
| Good Soil:<br>Compacted well graded sand and gravel, hard clay or well graded fine and coarse sand.  | The excavated soil may be used as the backfill.                                                                    |
| Medium Soil:<br>Compacted fine sand and clay, compact sandy loam, loose coarse sand and gravel.      | Requires select backfill. Clean, washed sand or minus 1/2 inch well graded gravel may be used.                     |
| Poor Soil:<br>Soft clay, clay loam, poorly compacted sand or clays containing large amounts of silt. | Requires one of the following: cementitious earth, cement stabilized sand, limestone screenings, or urethane foam. |



## 1.00 SCOPE

1.10 This specification is to establish design and quality standards for static cast concrete poles for power distribution or lighting. All pole design structural calculations shall be prepared by a licensed engineer experienced in pre-stressed concrete design.

## 2.00 GENERAL

2.10 The concrete poles furnished under these specifications shall be designed and manufactured in accordance with requirements and/or recommendations of the American Concrete Institute Standard "Building Code Requirements for Structural Concrete" (ACI 318 - Latest Edition), unless otherwise specified.

2.20 Poles shall be designed in accordance with the Prestressed Concrete Institute "Guide for Design of Prestressed Concrete Poles."

## 3.00 PHYSICAL CHARACTERISTICS

3.10 All poles shall be prestressed concrete and suitable for direct embedment into the ground without special foundations.

3.20 Shape and Length: Poles shall be square in cross-section, with chamfered corners, and shall have a standard taper of 0.162 inch per foot. Cross-sectional dimensions shall not deviate by more than 3/8 inch. The allowable tolerance for overall length shall be +3 inches and -2 inches. The width of the bottom face of the pole (as it is cast) may be less than the top face.

3.30 Finish: The pole shall have a smooth uncolored finish with no cracks. The top surface of each pole shall be troweled until all projections, depressions, and irregularities have been removed and the entire surface has a smooth texture and neat lines. Square corners and sharp edges shall be tooled to form smooth, chamfered corners.

All small cavities shall be cleaned, saturated with water and then filled with mortar. A small cavity is defined as one larger than 1/4 inch but smaller than 3/4 inch in diameter, and less than 3/8 inch deep. Larger non-structural cavities and spalls shall be repaired by opening the side of the damaged area on a 1 to 1 slope using a mechanical grinder, cleaning thoroughly and filling with a high-strength non-shrink concrete repair material. Poles with other defects may be repaired only upon authorization of, and using the method prescribed by the Design Engineer.

3.40 Sealing Steel Strands: The end of each steel reinforcing strand (in the top and butt) shall be burned back to a minimum depth of 1/2 inch. The holes left by the removal of the strand shall be thoroughly cleaned of any loose residue. The holes shall then be completely filled with non-shrink grout and smoothed evenly with tip or butt surface.

3.50 Cover: The prestressing strands shall have a minimum concrete cover of 1 inch, except that Type I poles will have a minimum cover of 3/4 inch. The centerline axis along the faces of the poles shall be clear of embedded steel except for stirrups, spiral reinforcement and fabrication devices, so that 3/4 inch diameter holes may be drilled without interference from the strands.

3.60 Sweep: Sweep is the deviation of a pole from straightness. A straight line joining the edge of the pole at the butt and the edge of the pole at the top shall not be distant from the surface of the pole at any point by more than 3/8 inch for each 10 feet of length.

3.70 Hole Drilling: Poles shall be drilled in accordance with approved drawings. The location of holes shall not deviate by more than 3/8 inch. Holes drilled after removal from molds shall be drilled from both sides of the pole and shall be uniform in entrance and exit. Holes drilled from opposing sides of the pole must be in the same plane and be centered on both faces.

3.80 Cable Entrances: Two cable entrances with couplings shall be cast in all poles 90 degrees to the handhole unless otherwise specified by the customer.

# Concrete Pole Specifications

## 4.00 MATERIALS

4.10 Chloride Content: The chloride content of the concrete mix, including all ingredients, shall be 0.4 pounds per cubic yard, or less.

4.20 Corrosion Resistance: All inserts or attachments, if required, shall be of noncorrosive material or galvanized.

4.30 Concrete: Concrete used in poles shall have a compressive strength at transfer of not less than 4,000 PSI, and a 28-day compressive strength of not less than 7,000 PSI, unless otherwise specified.

4.40 Material shall comply with the most recent revision of the following ASTM Standards:

- |                              |                  |
|------------------------------|------------------|
| a) Portland Cement           | ASTM C105        |
| b) Admixtures                | ASTM C494        |
| c) Aggregates                | ASTM C33 or C330 |
| d) Reinforcing Bars          | ASTM A615        |
| e) Cold Drawn Spiral Wire    | ASTM A82         |
| f) Prestressing Strand, 270K | ASTM A416        |

## 5.00 STRENGTH REQUIREMENTS

5.10 Poles of each standard type, unless otherwise specified, shall be designed to withstand the rated design (cracking) and ultimate strength shown in the following tables, with modifications to accommodate allowances for handling, transportation and erection. The rated strength is that load which, if applied, in a direction perpendicular to the axis 2 feet below the pole tip and with the bottom of the pole (ten percent of its length plus two feet from the butt) held firm, will produce the first sign of hairline cracks. The ultimate strength is the load at which point failure occurs.

5.20 All poles shall be capable of withstanding single point pickup from the horizontal position when lifting from a point 30% of the overall length down from the tip.

## 6.00 GROUNDING

6.10 A PVC conduit for customer to pull a ground wire through can be cast in poles if required by the customer and included with bid to customer.

## 7.00 QUALITY CONTROL

7.10 Tests shall be made and records shall be maintained in accordance with the requirements of Prestressed Concrete Institute MNL-116, "Manual for Quality Control for Plants and Production of Precast Prestressed Concrete Products."

## 8.00 DRAWING AND DESIGN INFORMATION

8.10 Upon request, Lonestar Prestress Mfg., Inc. will furnish detailed design drawings and computations for the poles bid or supplied, including but not limited to the following:

- 1) Total weight and center of gravity of each pole.
- 2) Calculations of cracking and ultimate moment capacities at not more than 5 foot intervals.
- 3) Dunnage and pickup points, including both one-point and two-point pickup locations.
- 4) Detail of cross section and all points where reinforcing changes.

## 9.00 INSTALLATION

9.10 Poles shall be supported and protected during site storage, lifting and setting to prevent damage to the pole. Spalls or other damage incurred during these operations shall be repaired to restore the pole to "as new" condition.

## Type I Technical Chart

Used for Street Lighting, Parking Lot and Security Lighting,  
Recreational and Industrial Lighting

### Direct Embedment

| CATALOG<br>NUMBER<br>SMOOTH<br>GRAY | MOUNTING<br>HEIGHT<br>(Ft.) | POLE<br>WEIGHT<br>(Lbs.) | OVERALL<br>LENGTH<br>(Ft.) | POLE SIZE<br>(In.) |       | EPA AT POLE TIP<br>(Sq. Ft.) |            |            |            |            | ULTIMATE<br>GROUNDLINE<br>MOMENT<br>(Ft. Lbs.) | BREAKING<br>LOAD 2 Ft.<br>FROM TIP<br>(Lbs.) |
|-------------------------------------|-----------------------------|--------------------------|----------------------------|--------------------|-------|------------------------------|------------|------------|------------|------------|------------------------------------------------|----------------------------------------------|
|                                     |                             |                          |                            | TIP                | BUTT  | 90<br>MPH                    | 110<br>MPH | 130<br>MPH | 140<br>MPH | 160<br>MPH |                                                |                                              |
| 151002                              | 11.5                        | 414                      | 15.0                       | 4.0                | 6.44  | 58                           | 38         | 26         | 22         | 16         | 11,100                                         | 1,168                                        |
| 201002                              | 16.0                        | 649                      | 20.0                       | 4.0                | 7.25  | 51                           | 32         | 22         | 18         | 13         | 14,400                                         | 1,028                                        |
| 251002                              | 20.5                        | 942                      | 25.0                       | 4.0                | 8.06  | 44                           | 27         | 17         | 14         | 9          | 17,300                                         | 935                                          |
| 301002                              | 25.0                        | 1,302                    | 30.0                       | 4.0                | 8.88  | 37                           | 22         | 13         | 10         | 6          | 19,800                                         | 861                                          |
| 351002                              | 29.5                        | 1,735                    | 35.0                       | 4.0                | 9.69  | 32                           | 18         | 10         | 7          | 3          | 22,300                                         | 811                                          |
| 401002                              | 34.0                        | 2,246                    | 40.0                       | 4.0                | 10.50 | 28                           | 15         | 7          | 5          | 1          | 24,800                                         | 775                                          |

### General Information

1. Different colors, finishes and exposed aggregates are available upon request.
2. Longer lengths of poles available upon request.
3. All corners are chamfered.
4. 7,000 PSI concrete is standard; higher strengths are available if required.
5. STRENGTH: In most cases a higher ground line moment and a higher breaking strength and EPA can be attained without going to a larger pole.
6. EFFECTIVE PROJECTED AREA (EPA): Lonestar Prestress Mfg. concrete poles and mounting arms have been designed in accordance with accepted engineering practices to be structurally capable of withstanding wind loads and velocity pressure per ASCE 7-05. Poles to meet higher wind loads are available.
7. HOLES: Holes are precast to meet your specifications and requirements for mounting attachments, most any desired arrangement can be provided. Contact Lonestar Prestress Mfg. for any questions about field drilling light poles.
8. INSTALLATION: Lonestar Prestress Mfg. concrete poles are designed for setting directly into the ground, without the use of precast foundations, similar to the setting of wood poles. After the hole is drilled, the pole is set and plumbed, the earth is then backfilled and tamped. The depth is dependent on the nature of the soil and the anticipated load. Where it is impossible to embed the poles in the ground, such as on bridges or overpasses, a bolt-down base plate is available.
9. To specify a base plate for base mounted poles add the suffix BP to catalog numbers. Customer to supply the bolt circle drawings or template.



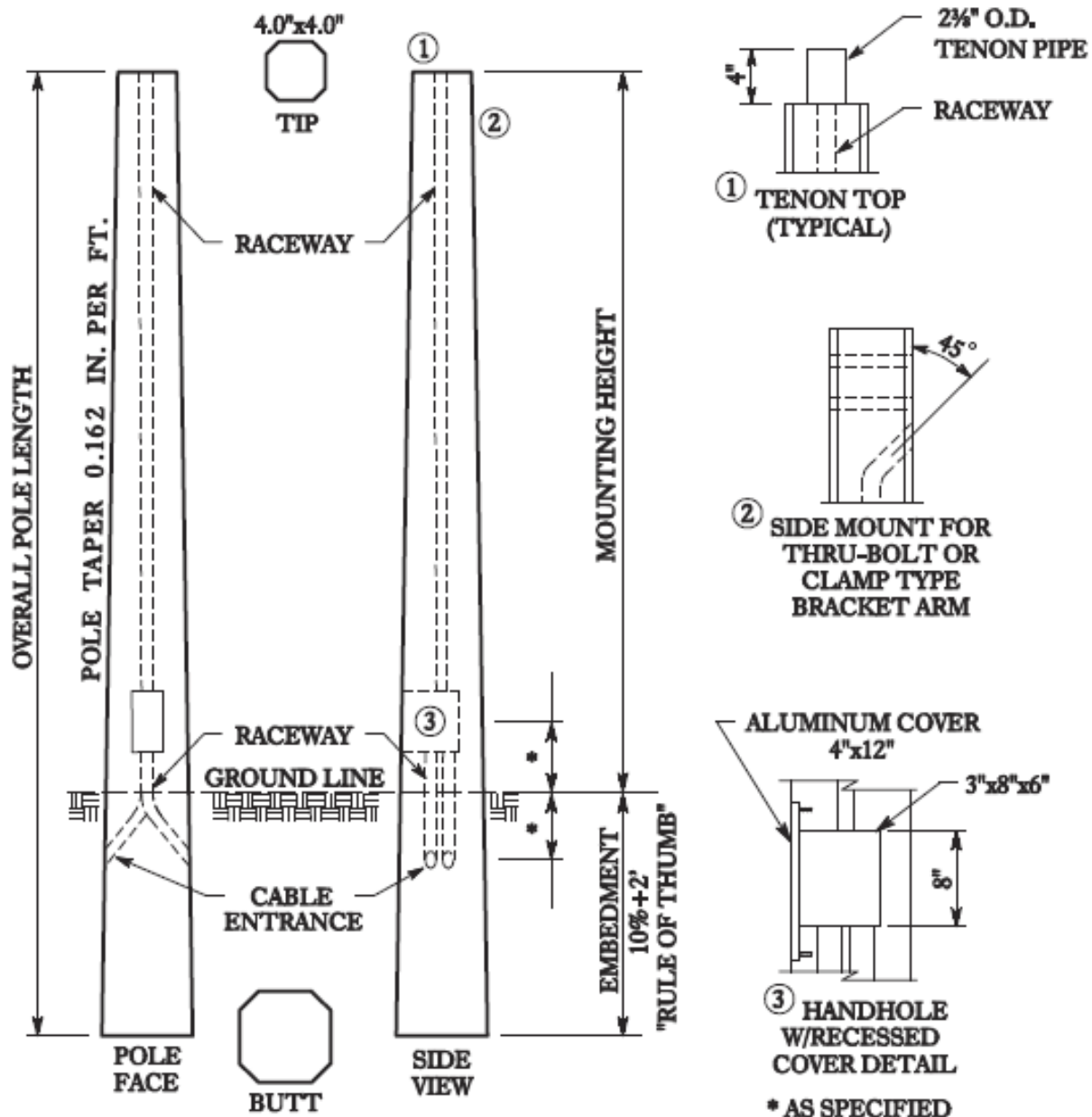
**NationalLED**

# Type I Pole

## Type I Typical Details

| POLE   | BUTT          |
|--------|---------------|
| 15 FT. | 6.44"x6.44"   |
| 20 FT. | 7.25"x7.25"   |
| 25 FT. | 8.06"x8.06"   |
| 30 FT. | 8.88"x8.88"   |
| 35 FT. | 9.69"x9.69"   |
| 40 FT. | 10.50"x10.50" |

- WE ARE NOT RESTRICTED TO THESE STANDARD DETAILS AND WELCOME ANY SPECIAL DESIGNS. YOU MAY USE THE STANDARD DRAWING TO MARK UP AND SEND TO YOUR SALES REPRESENTATIVE OR SEND DIRECTLY TO US.
- CABLE ENTRANCE AVAILABLE WITH CONDUIT COUPLINGS.





## Type II Technical Chart

Used for Street Lighting, Parking Lot and Security Lighting,  
Recreational and Industrial Lighting

### Direct Embedment

| CATALOG<br>NUMBER<br>SMOOTH<br>GRAY | MOUNTING<br>HEIGHT<br>(Ft.) | POLE<br>WEIGHT<br>(Lbs.) | OVERALL<br>LENGTH<br>(Ft.) | POLE SIZE<br>(In.) |       | EPA AT POLE TIP<br>(Sq. Ft.) |            |            |            |            | ULTIMATE<br>GROUNDLINE<br>MOMENT<br>(Ft. Lbs.) | BREAKING<br>LOAD 2 Ft.<br>FROM TIP<br>(Lbs.) |
|-------------------------------------|-----------------------------|--------------------------|----------------------------|--------------------|-------|------------------------------|------------|------------|------------|------------|------------------------------------------------|----------------------------------------------|
|                                     |                             |                          |                            | TIP                | BUTT  | 90<br>MPH                    | 110<br>MPH | 130<br>MPH | 140<br>MPH | 160<br>MPH |                                                |                                              |
| 252002                              | 20.5                        | 1667                     | 25.0                       | 6.0                | 10.06 | 102                          | 65         | 44         | 37         | 26         | 38,100                                         | 2,059                                        |
| 302002                              | 25.0                        | 2,220                    | 30.0                       | 6.0                | 10.88 | 88                           | 55         | 36         | 30         | 20         | 43,100                                         | 1,873                                        |
| 352002                              | 29.5                        | 2,863                    | 35.0                       | 6.0                | 11.69 | 77                           | 47         | 30         | 24         | 15         | 47,900                                         | 1,741                                        |
| 402002                              | 34.0                        | 3,601                    | 40.0                       | 6.0                | 12.50 | 68                           | 40         | 25         | 19         | 11         | 52,900                                         | 1,653                                        |
| 452002                              | 38.5                        | 4,442                    | 45.0                       | 6.0                | 13.31 | 61                           | 35         | 20         | 15         | 7          | 57,700                                         | 1,580                                        |
| 502002                              | 43.0                        | 5,392                    | 50.0                       | 6.0                | 14.13 | 54                           | 29         | 15         | 10         | 3          | 62,500                                         | 1,524                                        |
| 552002                              | 47.5                        | 6,537                    | 55.0                       | 6.0                | 14.94 | 98                           | 58         | 35         | 27         | 15         | 114,900                                        | 2,525                                        |
| 602002                              | 52.0                        | 7,732                    | 60.0                       | 6.0                | 15.75 | 94                           | 55         | 32         | 27         | 12         | 127,000                                        | 2,540                                        |
| 652002                              | 56.5                        | 9,055                    | 65.0                       | 6.0                | 16.56 | 89                           | 50         | 28         | 20         | 9          | 137,900                                        | 2,530                                        |
| 702002                              | 61.0                        | 10,514                   | 70.0                       | 6.0                | 17.38 | 84                           | 45         | 24         | 16         | 5          | 147,700                                        | 2,503                                        |

### General Information

1. Different colors, finishes and exposed aggregates are available upon request.
2. Longer lengths of poles available upon request.
3. All corners are chamfered.
4. 7,000 PSI concrete is standard; higher strengths are available if required.
5. STRENGTH: In most cases a higher ground line moment and a higher breaking strength and EPA can be attained without going to a larger pole.
6. EFFECTIVE PROJECTED AREA (EPA): Lonestar Prestress Mfg. concrete poles and mounting arms have been designed in accordance with accepted engineering practices to be structurally capable of withstanding wind loads and velocity pressure per ASCE 7-05. Poles to meet higher wind loads are available.
7. HOLES: Holes are precast to meet your specifications and requirements for mounting attachments, most any desired arrangement can be provided. Contact Lonestar Prestress Mfg. for any questions about field drilling light poles.
8. INSTALLATION: Lonestar Prestress Mfg. concrete poles are designed for setting directly into the ground, without the use of precast foundations, similar to the setting of wood poles. After the hole is drilled, the pole is set and plumbed, the earth is then backfilled and tamped. The depth is dependent on the nature of the soil and the anticipated load. Where it is impossible to embed the poles in the ground, such as on bridges or overpasses, a bolt-down base plate is available.
9. To specify a base plate for base mounted poles add the suffix BP to catalog numbers. Customer to supply the bolt circle drawings or template.



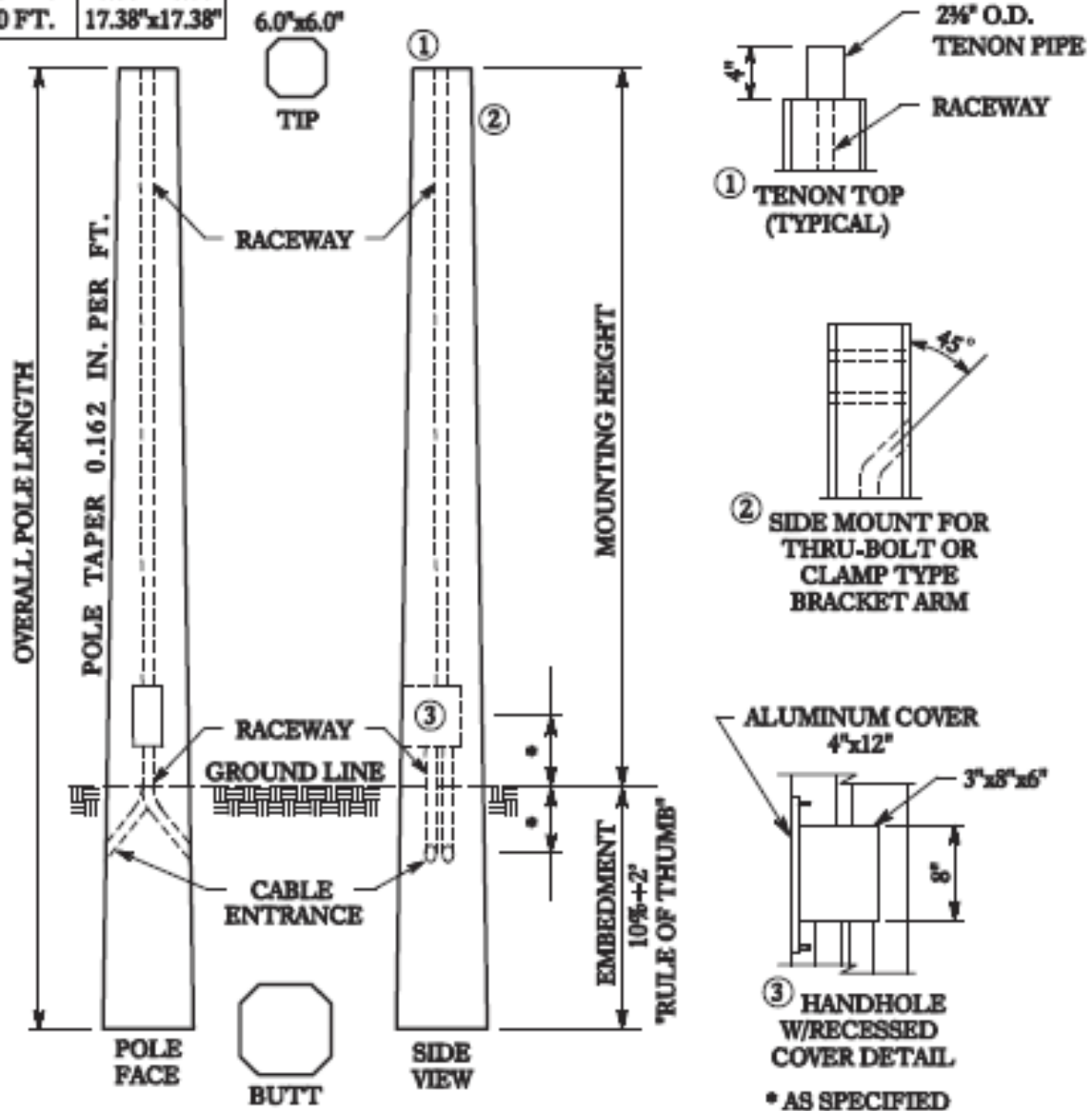
**NationalLED**

# Type II Pole

| POLE   | BUTT          |
|--------|---------------|
| 25 FT. | 10.06"x10.06" |
| 30 FT. | 10.88"x10.88" |
| 35 FT. | 11.69"x11.69" |
| 40 FT. | 12.50"x12.50" |
| 45 FT. | 13.31"x13.31" |
| 50 FT. | 14.13"x14.13" |
| 55 FT. | 14.94"x14.94" |
| 60 FT. | 15.75"x15.75" |
| 65 FT. | 16.56"x16.56" |
| 70 FT. | 17.38"x17.38" |

## Type II Typical Details

- WE ARE NOT RESTRICTED TO THESE STANDARD DETAILS AND WELCOME ANY SPECIAL DESIGNS. YOU MAY USE THE STANDARD DRAWING TO MARK UP AND SEND TO YOUR SALES REPRESENTATIVE OR SEND DIRECTLY TO US.
- CABLE ENTRANCE AVAILABLE WITH CONDUIT COUPLINGS.





# Type I Octagonal Pole

L-5



## Type I Octagonal Technical Chart

Used for Street Lighting, Parking Lot and Security Lighting,  
Recreational and Industrial Lighting

### Direct Embedment

| CATALOG<br>NUMBER<br>SMOOTH<br>GRAY | MOUNTING<br>HEIGHT<br>(Ft.) | POLE<br>WEIGHT<br>(Lbs.) | OVERALL<br>LENGTH<br>(Ft.) | POLE SIZE<br>(In.) |      | EPA AT POLE TIP<br>(Sq. Ft.) |            |            |            |            | ULTIMATE<br>GROUNDLINE<br>MOMENT<br>(Ft. Lbs.) | BREAKING<br>LOAD 2 Ft.<br>FROM TIP<br>(Lbs.) |
|-------------------------------------|-----------------------------|--------------------------|----------------------------|--------------------|------|------------------------------|------------|------------|------------|------------|------------------------------------------------|----------------------------------------------|
|                                     |                             |                          |                            | TIP                | BUTT | 90<br>MPH                    | 110<br>MPH | 130<br>MPH | 140<br>MPH | 160<br>MPH |                                                |                                              |
| 151012                              | 11.5                        | 450                      | 15.0                       | 5.0                | 6.83 | 49                           | 31         | 21         | 18         | 13         | 9,400                                          | 989                                          |
| 201012                              | 16.0                        | 668                      | 20.0                       | 5.0                | 7.44 | 41                           | 26         | 1          | 14         | 9          | 11,600                                         | 828                                          |
| 251012                              | 20.5                        | 924                      | 25.0                       | 5.0                | 8.05 | 34                           | 20         | 13         | 10         | 6          | 13,700                                         | 740                                          |
| 301012                              | 25.0                        | 1,221                    | 30.0                       | 5.0                | 8.66 | 29                           | 17         | 10         | 7          | 4          | 15,900                                         | 691                                          |
| 351012                              | 29.5                        | 1,565                    | 35.0                       | 5.0                | 9.27 | 24                           | 13         | 7          | 5          | 1          | 17,700                                         | 643                                          |
| 401012                              | 34.0                        | 1,956                    | 40.0                       | 5.0                | 9.88 | 20                           | 10         | 4          | 2          | 0          | 19,400                                         | 606                                          |

### General Information

1. Different colors, finishes and exposed aggregates are available upon request.
2. Longer lengths of poles available upon request.
3. All corners are chamfered.
4. 7,000 PSI concrete is standard; higher strengths are available if required.
5. STRENGTH: In most cases a higher ground line moment and a higher breaking strength and EPA can be attained without going to a larger pole.
6. EFFECTIVE PROJECTED AREA (EPA): Lonestar Prestress Mfg. concrete poles and mounting arms have been designed in accordance with accepted engineering practices to be structurally capable of withstanding wind loads and velocity pressure per ASCE 7-05. Poles to meet higher wind loads are available.
7. HOLES: Holes are precast to meet your specifications and requirements for mounting attachments, most any desired arrangement can be provided. Contact Lonestar Prestress Mfg. for any questions about field drilling light poles.
8. INSTALLATION: Lonestar Prestress Mfg. concrete poles are designed for setting directly into the ground, without the use of precast foundations, similar to the setting of wood poles. After the hole is drilled, the pole is set and plumbed, the earth is then backfilled and tamped. The depth is dependent on the nature of the soil and the anticipated load. Where it is impossible to embed the poles in the ground, such as on bridges or overpasses, a bolt-down base plate is available.
9. To specify a base plate for base mounted poles add the suffix BP to catalog numbers. Customer to supply the bolt circle drawings or template.

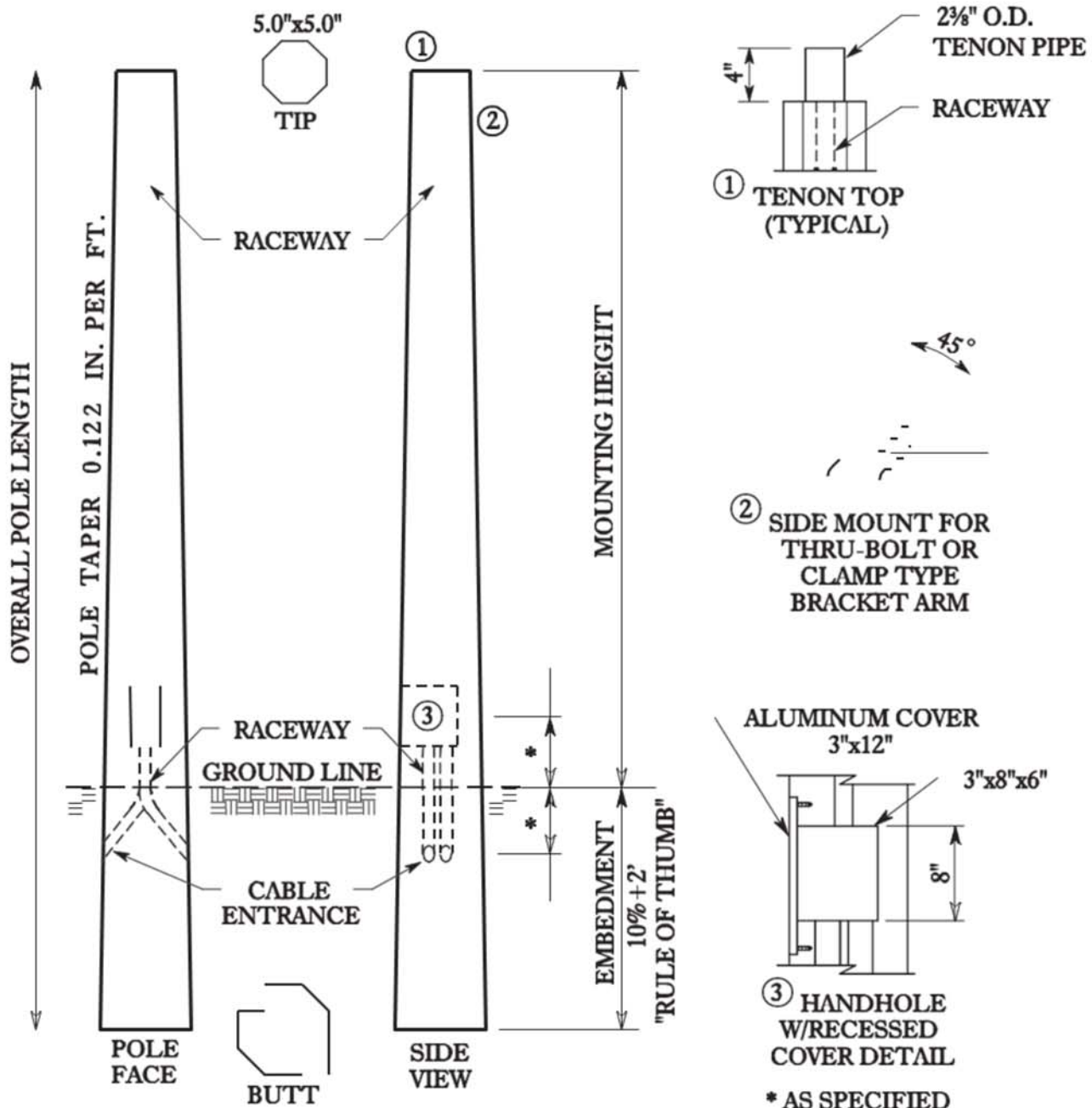
**NationalLED**

# Type I Octagonal Pole

| POLE   | BUTT        |
|--------|-------------|
| 15 FT. | 6.83"x6.83" |
| 20 FT. | 7.44"x7.44" |
| 25 FT. | 8.05"x8.05" |
| 30 FT. | 8.66"x8.66" |
| 35 FT. | 9.27"x9.27" |
| 40 FT. | 9.88"x9.88" |

## Type I Octagon Typical Details

- WE ARE NOT RESTRICTED TO THESE STANDARD DETAILS AND WELCOME ANY SPECIAL DESIGNS. YOU MAY USE THE STANDARD DRAWING TO MARK UP AND SEND TO YOUR SALES REPRESENTATIVE OR SEND DIRECTLY TO US.
- CABLE ENTRANCE AVAILABLE WITH CONDUIT COUPLINGS.



# Type I Simplex Pole

L-7

## Type I Simplex Technical Chart

Used for Street Lighting

### Direct Embedment

| CATALOG<br>NUMBER<br>SMOOTH<br>GRAY | MOUNTING<br>HEIGHT<br>(Ft.) | POLE<br>WEIGHT<br>(Lbs.) | OVERALL<br>LENGTH<br>(Ft.) | POLE SIZE<br>(In.) |       | EPA AT POLE TIP<br>(Sq. Ft.) |            |            |            |            | ULTIMATE<br>GROUNDLINE<br>MOMENT<br>(Ft. Lbs.) | BREAKING<br>LOAD 2 Ft.<br>FROM TIP<br>(Lbs.) |
|-------------------------------------|-----------------------------|--------------------------|----------------------------|--------------------|-------|------------------------------|------------|------------|------------|------------|------------------------------------------------|----------------------------------------------|
|                                     |                             |                          |                            | TIP                | BUTT  | 90<br>MPH                    | 110<br>MPH | 130<br>MPH | 140<br>MPH | 160<br>MPH |                                                |                                              |
| 181602                              | 14.2                        | 718                      | 18.0                       | 4.8                | 7.73  | 54                           | 34         | 23         | 19         | 14         | 16,500                                         | 1,1352                                       |
| 231602                              | 18.7                        | 1,050                    | 23.3                       | 4.8                | 8.54  | 47                           | 29         | 19         | 16         | 11         | 19,000                                         | 1,137                                        |
| 281602                              | 23.2                        | 1,451                    | 28.0                       | 4.8                | 9.35  | 40                           | 24         | 15         | 12         | 7          | 21,500                                         | 1,014                                        |
| 301602                              | 25.0                        | 1,633                    | 30.0                       | 4.8                | 9.68  | 37                           | 22         | 13         | 10         | 6          | 22,500                                         | 978                                          |
| 331602                              | 27.7                        | 1,929                    | 33.0                       | 4.8                | 10.16 | 34                           | 20         | 11         | 9          | 4          | 24,000                                         | 933                                          |
| 381602                              | 32.2                        | 2,490                    | 38.0                       | 4.8                | 10.98 | 29                           | 16         | 8          | 6          | 2          | 26,600                                         | 880                                          |

### General Information

1. Different colors, finishes and exposed aggregates are available upon request.
2. Longer lengths of poles available upon request.
3. All corners are chamfered.
4. 7,000 PSI concrete is standard; higher strengths are available if required.
5. STRENGTH: In most cases a higher ground line moment and a higher breaking strength and EPA can be attained without going to a larger pole.
6. EFFECTIVE PROJECTED AREA (EPA): Lonestar Prestress Mfg. concrete poles and mounting arms have been designed in accordance with accepted engineering practices to be structurally capable of withstanding wind loads and velocity pressure per ASCE 7-05. Poles to meet higher wind loads are available.
7. HOLES: Holes are precast to meet your specifications and requirements for mounting attachments, most any desired arrangement can be provided. Contact Lonestar Prestress Mfg. for any questions about field drilling light poles.
8. INSTALLATION: Lonestar Prestress Mfg. concrete poles are designed for setting directly into the ground, without the use of precast foundations, similar to the setting of wood poles. After the hole is drilled, the pole is set and plumbed, the earth is then backfilled and tamped. The depth is dependent on the nature of the soil and the anticipated load. Where it is impossible to embed the poles in the ground, such as on bridges or overpasses, a bolt down base plate is available.
9. To specify a base plate for base mounted poles add the suffix BP to catalog numbers. Customer to supply the bolt circle drawings or template.



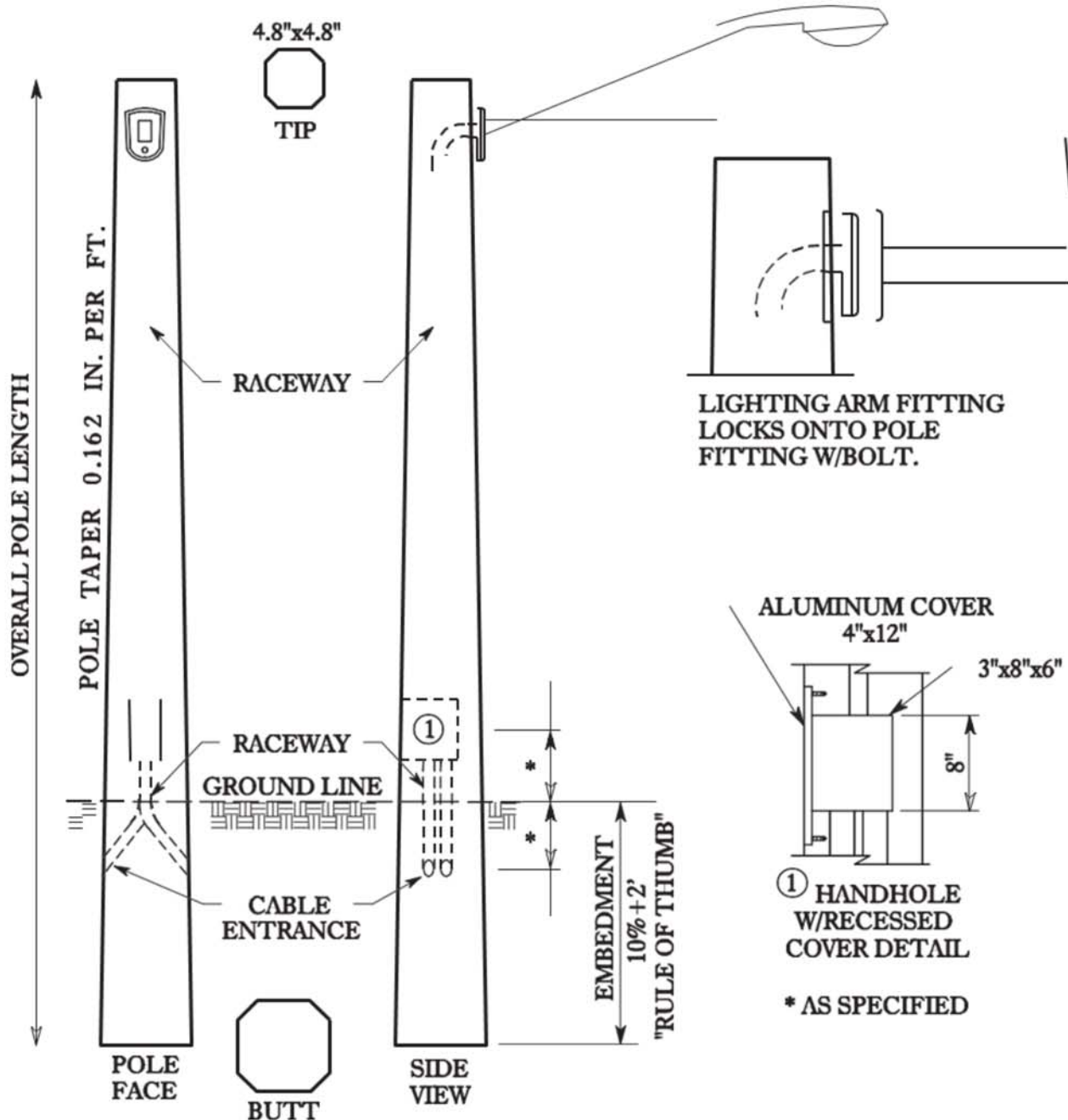
**NationalLED**

# Type I Simplex Pole

## Type I Simplex Typical Details

| POLE   | BUTT          |
|--------|---------------|
| 18 FT. | 7.73"x7.73"   |
| 23 FT. | 8.54"x8.54"   |
| 28 FT. | 9.35"x9.35"   |
| 30 FT. | 9.68"x9.68"   |
| 33 FT. | 10.16"x10.16" |
| 38 FT. | 10.98"x10.98" |

- WE ARE NOT RESTRICTED TO THESE STANDARD DETAILS AND WELCOME ANY SPECIAL DESIGNS. YOU MAY USE THE STANDARD DRAWING TO MARK UP AND SEND TO YOUR SALES REPRESENTATIVE OR SEND DIRECTLY TO US.
- CABLE ENTRANCE AVAILABLE WITH CONDUIT COUPLINGS.





## Waterford Technical Chart

### Direct Embedment

| CATALOG<br>NUMBER<br>SMOOTH<br>GRAY | MOUNTING<br>HEIGHT<br>(Ft.) | POLE<br>WEIGHT<br>(Lbs.) | OVERALL<br>LENGTH<br>(Ft.) | POLE SIZE<br>(In.) |      | EPA AT POLE TIP<br>(Sq. Ft.) |            |            |            |            | ULTIMATE<br>GROUNDLINE<br>MOMENT<br>(Ft. Lbs.) | BREAKING<br>LOAD 2 Ft.<br>FROM TIP<br>(Lbs.) |
|-------------------------------------|-----------------------------|--------------------------|----------------------------|--------------------|------|------------------------------|------------|------------|------------|------------|------------------------------------------------|----------------------------------------------|
|                                     |                             |                          |                            | TIP                | BUTT | 90<br>MPH                    | 110<br>MPH | 130<br>MPH | 140<br>MPH | 160<br>MPH |                                                |                                              |
| W10001                              | 7.0                         | 430                      | 10                         | 5.0                | 7.5  | 66                           | 43         | 30         | 26         | 19         | 7,552                                          | 1,510                                        |
| W15001                              | 11.5                        | 702                      | 15.0                       | 5.0                | 7.5  | 48                           | 31         | 21         | 17         | 12         | 9,483                                          | 990                                          |
| W20001                              | 16.0                        | 976                      | 20.0                       | 5.0                | 7.5  | 40                           | 24         | 16         | 13         | 8          | 11,678                                         | 830                                          |

### General Information

1. Different colors, finishes and exposed aggregates are available upon request.
2. Longer lengths of poles available upon request.
3. All corners are chamfered.
4. 7,000 PSI concrete is standard; higher strengths are available if required.
5. STRENGTH: In most cases a higher ground line moment and a higher breaking strength and EPA can be attained without going to a larger pole.
6. EFFECTIVE PROJECTED AREA (EPA): Lonestar Prestress Mfg. concrete poles and mounting arms have been designed in accordance with accepted engineering practices to be structurally capable of withstanding wind loads and velocity pressure per ASCE 7-05. Poles to meet higher wind loads are available.
7. HOLES: Holes are precast to meet your specifications and requirements for mounting attachments, most any desired arrangement can be provided. Contact Lonestar Prestress Mfg. for any questions about field drilling light poles.
8. INSTALLATION: Lonestar Prestress Mfg. concrete poles are designed for setting directly into the ground, without the use of precast foundations, similar to the setting of wood poles. After the hole is drilled, the pole is set and plumbed, the earth is then backfilled and tamped. The depth is dependent on the nature of the soil and the anticipated load. Where it is impossible to embed the poles in the ground, such as on bridges or overpasses, a bolt-down base plate is available.
9. To specify a base plate for base mounted poles add the suffix BP to catalog numbers. Customer to supply the bolt circle drawings or template.



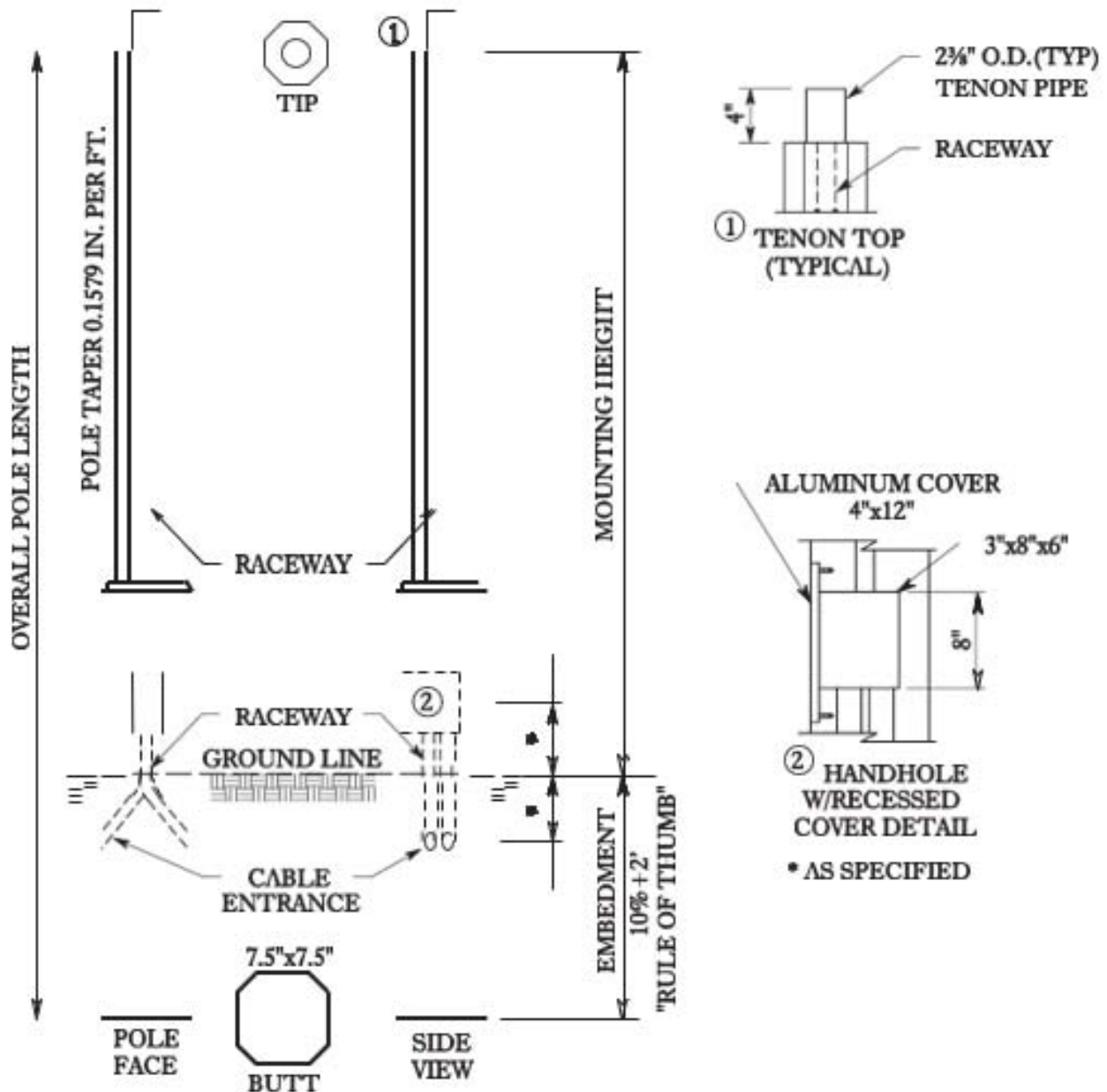
**NationalLED**

# Waterford Pole

## Waterford Typical Details

| POLE   | TIP      |
|--------|----------|
| 10 FT. | VARIABLE |
| 15 FT. | VARIABLE |
| 20 FT. | 5.0"     |

- WE ARE NOT RESTRICTED TO THESE STANDARD DETAILS AND WELCOME ANY SPECIAL DESIGNS. YOU MAY USE THE STANDARD DRAWING TO MARK UP AND SEND TO YOUR SALES REPRESENTATIVE OR SEND DIRECTLY TO US.
- CABLE ENTRANCE AVAILABLE WITH CONDUIT COUPLINGS.





## Rochester Technical Chart

### Direct Embedment

| CATALOG NUMBER<br>SMOOTH GRAY | MOUNTING HEIGHT<br>(Ft.) | POLE WEIGHT<br>(Lbs.) | OVERALL LENGTH<br>(Ft.) | POLE SIZE<br>(In.) |      | EPA AT POLE TIP<br>(Sq. Ft.) |         |         |         |         | ULTIMATE GROUNDLINE MOMENT<br>(Ft. Lbs.) | BREAKING LOAD 2 Ft. FROM TIP<br>(Lbs.) |
|-------------------------------|--------------------------|-----------------------|-------------------------|--------------------|------|------------------------------|---------|---------|---------|---------|------------------------------------------|----------------------------------------|
|                               |                          |                       |                         | TIP                | BUTT | 90 MPH                       | 110 MPH | 130 MPH | 140 MPH | 160 MPH |                                          |                                        |
| R10001                        | 6.0                      | 1170                  | 10.0                    | 6.2                | 15.6 | 122                          | 81      | 57      | 49      | 37      | 11,600                                   | 2,900                                  |
| R15001                        | 11.0                     | 1320                  | 15.0                    | 5.6                | 15.6 | 64                           | 41      | 28      | 24      | 18      | 11,600                                   | 1,289                                  |
| R20001                        | 16.0                     | 1460                  | 20.0                    | 5.0                | 15.6 | 41                           | 26      | 17      | 14      | 10      | 11,600                                   | 829                                    |

### General Information

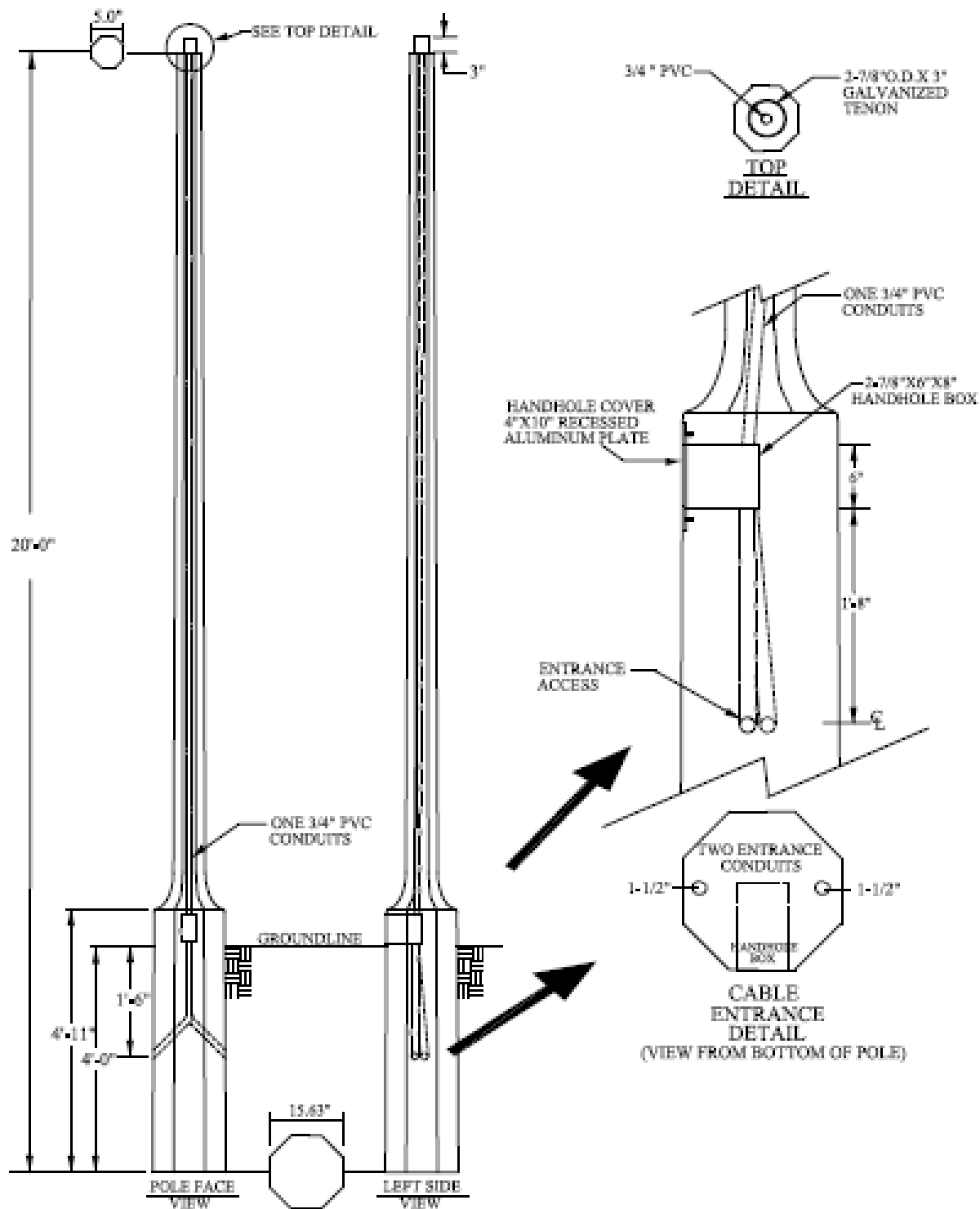
1. Different colors, finishes and exposed aggregates are available upon request.
2. Longer lengths of poles available upon request.
3. All corners are chamfered.
4. 7,000 PSI concrete is standard; higher strengths are available if required.
5. STRENGTH: In most cases a higher ground line moment and a higher breaking strength and EPA can be attained without going to a larger pole.
6. EFFECTIVE PROJECTED AREA (EPA): Lonestar Prestress Mfg. concrete poles and mounting arms have been designed in accordance with accepted engineering practices to be structurally capable of withstanding wind loads and velocity pressure per ASCE 7-05. Poles to meet higher wind loads are available.
7. HOLES: Holes are precast to meet your specifications and requirements for mounting attachments, most any desired arrangement can be provided. Contact Lonestar Prestress Mfg. for any questions about field drilling light poles.
8. INSTALLATION: Lonestar Prestress Mfg. concrete poles are designed for setting directly into the ground, without the use of precast foundations, similar to the setting of wood poles. After the hole is drilled, the pole is set and plumbed, the earth is then backfilled and tamped. The depth is dependent on the nature of the soil and the anticipated load. Where it is impossible to embed the poles in the ground, such as on bridges or overpasses, a bolt down base plate is available.
9. To specify a base plate for base mounted poles add the suffix BP to catalog numbers. Customer to supply the bolt circle drawings or template.



### Rochester Typical Details

| POLE   | TIP      |
|--------|----------|
| 10 FT. | VARIABLE |
| 15 FT. | VARIABLE |
| 20 FT. | 5.0"     |

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- CABLE ENTRANCE AVAILABLE WITH CONDUIT COUPLINGS.



## Sports Lighting Technical Chart

| CATALOG NUMBER<br>SMOOTH GRAY | MOUNT-<br>ING<br>HEIGHT<br>(Ft.) | POLE WEIGHT<br>(Lbs.) | OVERALL LENGTH<br>(Ft.) | POLE SIZE<br>(In.) |       | EPA AT POLE TIP<br>(Sq. Ft.) |            |            |            |            | ULTIMATE<br>GROUNDLINE<br>MOMENT<br>(Ft. Lbs.) |
|-------------------------------|----------------------------------|-----------------------|-------------------------|--------------------|-------|------------------------------|------------|------------|------------|------------|------------------------------------------------|
|                               |                                  |                       |                         | TIP                | BUTT  | 90<br>MPH                    | 110<br>MPH | 130<br>MPH | 140<br>MPH | 160<br>MPH |                                                |
| 453502                        | 37                               | 4,4574                | 45                      | 6.00               | 13.31 | 134                          | 84         | 55         | 45         | 31         | 106,100                                        |
| 454502                        | 37                               | 6,116                 | 45                      | 7.62               | 14.94 | 184                          | 116        | 77         | 64         | 44         | 143,300                                        |
| 503502                        | 42                               | 5,538                 | 50                      | 6.00               | 14.13 | 132                          | 82         | 53         | 43         | 28         | 124,000                                        |
| 504502                        | 42                               | 7,318                 | 50                      | 7.62               | 15.75 | 178                          | 111        | 73         | 60         | 40         | 164,700                                        |
| 553502                        | 46                               | 6,618                 | 55                      | 6.00               | 14.94 | 130                          | 80         | 51         | 41         | 26         | 139,200                                        |
| 554502                        | 46                               | 8,648                 | 55                      | 7.62               | 16.56 | 173                          | 107        | 69         | 56         | 37         | 182,100                                        |
| 603502                        | 51                               | 7,820                 | 60                      | 6.00               | 15.75 | 129                          | 78         | 49         | 39         | 24         | 159,400                                        |
| 604502                        | 51                               | 10,116                | 60                      | 7.62               | 17.38 | 166                          | 101        | 64         | 51         | 32         | 202,100                                        |
| 653502                        | 55                               | 9,151                 | 65                      | 6.00               | 16.56 | 129                          | 77         | 47         | 37         | 22         | 176,900                                        |
| 703502                        | 60                               | 10,617                | 70                      | 6.00               | 17.38 | 126                          | 74         | 44         | 34         | 19         | 197,500                                        |

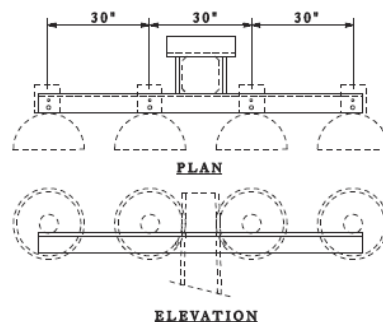
Notes:

- EPAs shown do not include cross arm. Please refer to the Cross Arm Bracket Technical Chart for cross arm EPA.
- Above values are based on an assumed minimum embedment of 10% of the length plus 3 feet.

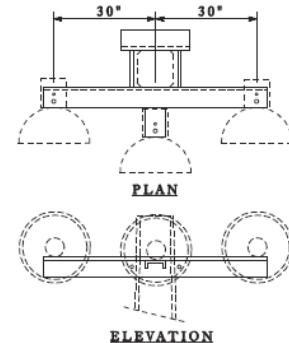
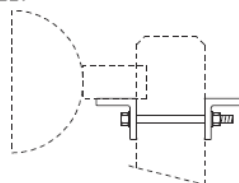
## Cross Arm Bracket Technical Chart

| CATALOG NUMBER | TYPE    | ASSEMBLY WEIGHT<br>(Lbs.) | ANGLE EPA<br>(Sq. Ft.) | MAXIMUM INDIVIDUAL FIXTURE SIZE |                  |
|----------------|---------|---------------------------|------------------------|---------------------------------|------------------|
|                |         |                           |                        | EPA<br>(Sq. Ft.)                | WEIGHT<br>(Lbs.) |
| 962839         | 2 LIGHT | 35                        | 1.5                    | 3.5                             | 75               |
| 963859         | 3 LIGHT | 66                        | 2.8                    | 3.5                             | 75               |
| 964889         | 4 LIGHT | 78                        | 4.0                    | 3.5                             | 75               |
| 9658109        | 5 LIGHT | 155                       | 7.5                    | 3.5                             | 75               |
| 9668139        | 6 LIGHT | 175                       | 9.3                    | 3.5                             | 75               |

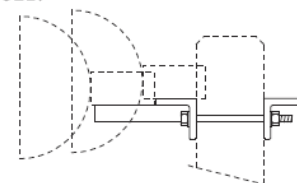
Angles and bolts for cross arms to be hot dipped galvanized unless otherwise specified by customer.



TYPICAL LAYOUT FOR EVEN NUMBER OF FIXTURES. FIXTURE ARRANGEMENT TYPICAL FOR ONE OR BOTH SIDES OF POLE.



TYPICAL LAYOUT FOR ODD NUMBER OF FIXTURES. FIXTURE ARRANGEMENT TYPICAL FOR ONE OR BOTH SIDES OF POLE.



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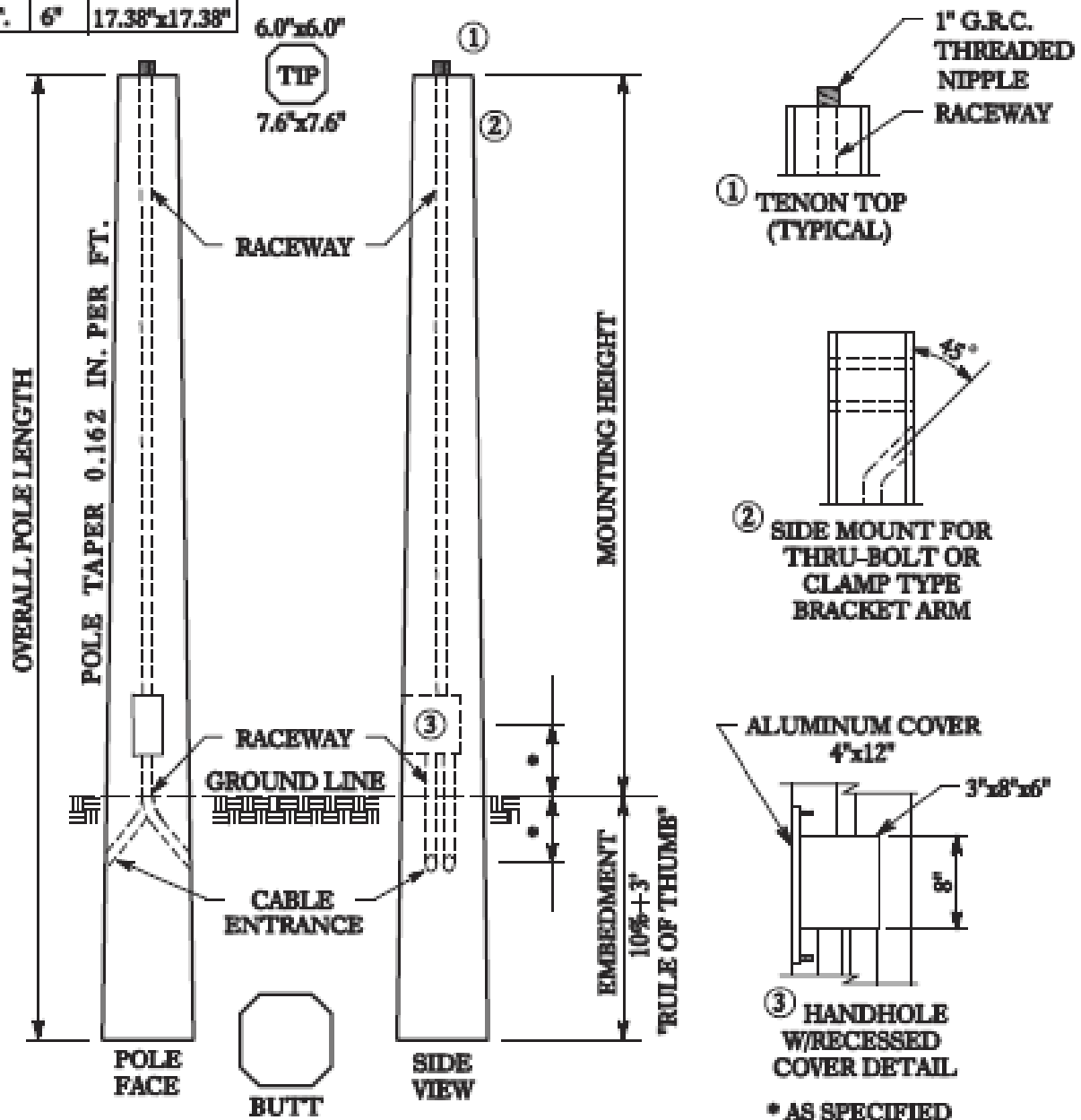
# Sports Lighting Pole

| POLE   | TIP  | BUTT          |
|--------|------|---------------|
| 45 FT. | 6"   | 13.31"x13.31" |
| 45 FT. | 7.6" | 14.94"x14.94" |
| 50 FT. | 6"   | 14.13"x14.13" |
| 50 FT. | 7.6" | 15.75"x15.75" |
| 55 FT. | 6"   | 14.94"x14.94" |
| 55 FT. | 7.6" | 16.56"x16.56" |
| 60 FT. | 6"   | 15.75"x15.75" |
| 60 FT. | 7.6" | 17.38"x17.38" |
| 65 FT. | 6"   | 16.56"x16.56" |
| 70 FT. | 6"   | 17.38"x17.38" |

## Sports Lighting Typical Details

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- CABLE ENTRANCE AVAILABLE WITH CONDUIT COUPLINGS.



## Camera Poles Technical Chart

| CATALOG<br>NUMBER<br>SMOOTH<br>GRAY | MOUNT-<br>ING<br>HEIGHT<br>(Ft.) | POLE<br>WEIGHT<br>(Lbs.) | OVERALL<br>LENGTH<br>(Ft.) | POLE SIZE<br>(In.) |       | EPA AT POLE TIP<br>(Sq. Ft.) |            |            |            |            | ULTIMATE<br>GROUND-<br>LINE MO-<br>MENT<br>(Ft. Lbs.) |
|-------------------------------------|----------------------------------|--------------------------|----------------------------|--------------------|-------|------------------------------|------------|------------|------------|------------|-------------------------------------------------------|
|                                     |                                  |                          |                            | TIP                | BUTT  | 90<br>MPH                    | 110<br>MPH | 130<br>MPH | 140<br>MPH | 160<br>MPH |                                                       |
| 253602-CP                           | 20.5                             | 1,703                    | 25.0                       | 6.0                | 10.06 | 132                          | 85         | 58         | 49         | 35         | 48,200                                                |
| 254602-CP                           | 20.5                             | 2,424                    | 25.0                       | 7.63               | 11.69 | 194                          | 126        | 87         | 73         | 54         | 70,200                                                |
| 304602-CP                           | 25.0                             | 3,213                    | 30.0                       | 7.63               | 12.50 | 214                          | 139        | 96         | 81         | 59         | 99,300                                                |
| 303602-CP                           | 25.0                             | 2,264                    | 30.0                       | 6.0                | 10.88 | 121                          | 77         | 52         | 43         | 31         | 57,700                                                |
| 353602-CP                           | 29.5                             | 2,914                    | 35.0                       | 6.0                | 11.69 | 114                          | 72         | 48         | 39         | 27         | 67,800                                                |
| 354602-CP                           | 29.5                             | 4,068                    | 35.0                       | 7.63               | 13.31 | 200                          | 129        | 88         | 73         | 52         | 115,300                                               |
| 403602-CP                           | 34.0                             | 3,660                    | 40.0                       | 6.0                | 12.50 | 109                          | 68         | 44         | 36         | 24         | 78,600                                                |
| 404602-CP                           | 34.0                             | 5,032                    | 40.0                       | 7.63               | 14.13 | 190                          | 121        | 81         | 67         | 47         | 131,800                                               |
| 453602-CP                           | 37                               | 4,4574                   | 45                         | 6.00               | 13.31 | 134                          | 84         | 55         | 45         | 31         | 106,100                                               |
| 454602-CP                           | 37                               | 6,116                    | 45                         | 7.62               | 14.94 | 184                          | 116        | 77         | 64         | 44         | 143,300                                               |
| 503602-CP                           | 42                               | 5,538                    | 50                         | 6.00               | 14.13 | 132                          | 82         | 53         | 43         | 28         | 124,000                                               |
| 504602-CP                           | 42                               | 7,318                    | 50                         | 7.62               | 15.75 | 178                          | 111        | 73         | 60         | 40         | 164,700                                               |
| 553602-CP                           | 46                               | 6,618                    | 55                         | 6.00               | 14.94 | 130                          | 80         | 51         | 41         | 26         | 139,200                                               |
| 554602-CP                           | 46                               | 8,648                    | 55                         | 7.62               | 16.56 | 173                          | 107        | 69         | 56         | 37         | 182,100                                               |
| 603602-CP                           | 51                               | 7,820                    | 60                         | 6.00               | 15.75 | 129                          | 78         | 49         | 39         | 24         | 159,400                                               |
| 604602-CP                           | 51                               | 10,116                   | 60                         | 7.62               | 17.38 | 166                          | 101        | 64         | 51         | 32         | 202,100                                               |
| 653602-CP                           | 55                               | 9,151                    | 65                         | 6.00               | 16.56 | 129                          | 77         | 47         | 37         | 22         | 176,900                                               |
| 703602CP                            | 60                               | 10,617                   | 70                         | 6.00               | 17.38 | 126                          | 74         | 44         | 34         | 19         | 197,500                                               |

### General Information

1. Different colors, finishes and exposed aggregates are available upon request.
2. Longer lengths of poles available upon request.
3. All corners are chamfered.
4. 7,000 PSI concrete is standard; higher strengths are available if required.
5. **STRENGTH:** In most cases a higher ground line moment and a higher breaking strength and EPA can be attained without going to a larger pole.
6. **EFFECTIVE PROJECTED AREA (EPA):** Lonestar Prestress Mfg. concrete poles and mounting arms have been designed in accordance with accepted engineering practices to be structurally capable of withstanding wind loads and velocity pressure per ASCE 7-05. Poles to meet higher wind loads are available.
7. **HOLES:** Holes are precast to meet your specifications and requirements for mounting attachments, most any desired arrangement can be provided. Contact Lonestar Prestress Mfg. for any questions about field drilling light poles.
8. **INSTALLATION:** Lonestar Prestress Mfg. concrete poles are designed for setting directly into the ground, without the use of precast foundations, similar to the setting of wood poles. After the hole is drilled, the pole is set and plumbed, the earth is then backfilled and tamped. The depth is dependent on the nature of the soil and the anticipated load. Where it is impossible to embed the poles in the ground, such as on bridges or overpasses, a bolt down base plate is available.
9. To specify a base plate for base mounted poles add the suffix BP to catalog numbers. Customer to supply the bolt circle drawings or template.





## Standard Pole Finishes

1. The Woodlands—Brown Cement, Brown and Green Exposed Aggregate
2. Natural Gray Concrete
3. First Colony—Buff Cement with Limestone Exposed Aggregate
4. Etched White—White Cement Etched Finish
5. TWB—The Woodlands Black
6. San Jacinto Brown—Brown Cement, Pea Gravel Exposed Aggregate
7. San Jacinto Gray—Gray Cement, Pea Gravel Exposed Aggregate
8. Black and White Terrazzo
9. Pink Granite - not shown, refer to pole finish brochure.



## **The Solid Alternative to Wood**

Lonestar Prestress Mfg., Inc. concrete poles were developed to meet the expanding need of a supporting structure for street, highway and area lighting, athletic lighting, signs, overhead power distribution, and power transmission, as well as power substations and traffic signals.

## **50+ Year Service Life**

Lonestar prestressed concrete poles are safe for the environment, require no maintenance and have a life of fifty (50) or more years.

## **High Quality**

Every Lonestar pole is an engineered product designed for each specific application and produced under rigid standards of quality.

## **No Maintenance**

Lonestar prestressed concrete poles require no painting, will not rust, are impervious to sunlight (ultraviolet radiation), chemicals (fertilizers, oils, etc.), animals and insects (woodpeckers, termites, etc.) and do not require ground-line treating.

## **High Strength**

Lonestar prestress concrete poles are classified by their ultimate capacity to sustain a horizontal load applied at a point two feet below the tip. Lonestar's concrete is a special high-strength mix design put into compression by prestressed ASTM 416 high strength steel strands.

## **Many Accessories Offered**

Lonestar offers a complete line of brackets, pole caps, pole tenons, and other attachments to allow a complete installation.

## **Special Modifications**

Special needs such as internal grounding, pole steps and cages, floodlight attachments, and other attachments are our specialty. For additional information, or to discuss your special requirements, please contact our sales department.

## **Accurate Information**

The information contained in this catalog is accurate to the best of our knowledge. All products are designed strictly for specific applications. It is the sole responsibility of the buyer to determine the suitability of the products for any other contemplated use. If the products are used for any application other than those specified, Lonestar Prestress Mfg., Inc. will not be liable for any injury or damage arising from their use.







## Utility 25-45 Feet Technical Chart Grade B Construction

Used for Recreational and Industrial Lighting Distribution

### Direct Embedment

| CATALOG NUMBER | POLE LENGTH (Ft.) | CONCRETE POLE CLASS | POLE WEIGHT (Lbs.) | HT. ABOVE GRADE (Ft.) | POLE SIZE (In.) |       | ANSI GROUNDLINE MOMENT (Ft. Lbs.) * | ULTIMATE GROUNDLINE MOMENT (Ft. Lbs.) ** |
|----------------|-------------------|---------------------|--------------------|-----------------------|-----------------|-------|-------------------------------------|------------------------------------------|
|                |                   |                     |                    |                       | TIP             | BUTT  |                                     |                                          |
| 251302-4       | 25                | 5-C                 | 963                | 20.5                  | 4.00            | 8.06  | 22,220                              | 23,750                                   |
| 253302-0       | 25                | 4-C                 | 1,667              | 20.5                  | 6.00            | 10.06 | 27,750                              | 38,250                                   |
| 253302-0       | 25                | 3-C                 | 1,667              | 20.5                  | 6.00            | 10.06 | 35,150                              | 38,250                                   |
| 253302-4       | 25                | 2-C                 | 1,703              | 20.5                  | 6.00            | 10.06 | 44,400                              | 48,250                                   |
| 253302-8       | 25                | 1-C                 | 1,740              | 20.5                  | 6.00            | 10.06 | 55,500                              | 56,080                                   |
| 254302-4       | 25                | H1-C                | 2,424              | 20.5                  | 7.63            | 11.69 | 68,450                              | 70,160                                   |
| 254302-8       | 25                | H2-C                | 2,464              | 20.5                  | 7.63            | 11.69 | 83,250                              | 85,080                                   |
| 301302-4       | 30                | 5-C                 | 1,327              | 25.0                  | 4.00            | 8.88  | 27,600                              | 29,330                                   |
| 303302-0       | 30                | 4-C                 | 2,220              | 25.0                  | 6.00            | 10.88 | 34,500                              | 43,160                                   |
| 303302-4       | 30                | 3-C                 | 2,264              | 25.0                  | 6.00            | 10.88 | 43,700                              | 57,750                                   |
| 303302-4       | 30                | 2-C                 | 2,264              | 25.0                  | 6.00            | 10.88 | 55,200                              | 57,750                                   |
| 303302-8       | 30                | 1-C                 | 2,308              | 25.0                  | 6.00            | 10.88 | 69,000                              | 69,000                                   |
| 304302-8       | 30                | H1-C                | 3,213              | 25.0                  | 7.63            | 12.50 | 85,100                              | 99,330                                   |
| 305302-4       | 30                | H2-C                | 4,066              | 25.0                  | 9.00            | 13.88 | 103,500                             | 105,410                                  |
| 351302-4       | 35                | 5-C                 | 1,763              | 29.5                  | 4.00            | 9.69  | 33,000                              | 35,250                                   |
| 353302-0       | 35                | 4-C                 | 2,863              | 29.5                  | 6.00            | 11.69 | 41,250                              | 48,000                                   |
| 353302-4       | 35                | 3-C                 | 2,914              | 29.5                  | 6.00            | 11.69 | 52,250                              | 67,830                                   |
| 353302-4       | 35                | 2-C                 | 2,914              | 29.5                  | 6.00            | 11.69 | 66,000                              | 67,830                                   |
| 353302-8       | 35                | 1-C                 | 2,966              | 29.5                  | 6.00            | 11.69 | 82,500                              | 82,500                                   |
| 354302-8       | 35                | H1-C                | 4,068              | 29.5                  | 7.63            | 13.31 | 101,750                             | 115,410                                  |
| 355302-8       | 35                | H2-C                | 5,153              | 29.5                  | 9.00            | 14.69 | 123,750                             | 150,160                                  |
| 401302-4       | 40                | 5-C                 | 2,279              | 34.0                  | 4.00            | 10.50 | 38,400                              | 41,580                                   |
| 403302-0       | 40                | 4-C                 | 3,601              | 34.0                  | 6.00            | 12.50 | 48,000                              | 53,000                                   |
| 403302-4       | 40                | 3-C                 | 3,660              | 34.0                  | 6.00            | 12.50 | 60,800                              | 78,580                                   |
| 403302-4       | 40                | 2-C                 | 3,660              | 34.0                  | 6.00            | 12.50 | 76,800                              | 78,580                                   |
| 403302-8       | 40                | 1-C                 | 3,719              | 34.0                  | 6.00            | 12.50 | 96,000                              | 96,000                                   |
| 404302-8       | 40                | H1-C                | 5,032              | 34.0                  | 7.63            | 14.13 | 118,400                             | 131,910                                  |
| 405302-8       | 40                | H2-C                | 6,317              | 34.0                  | 9.00            | 15.50 | 144,000                             | 168,910                                  |
| 453302-0       | 45                | 5-C                 | 4,442              | 38.5                  | 6.00            | 13.31 | 43,800                              | 57,750                                   |
| 453302-0       | 45                | 4-C                 | 4,442              | 38.5                  | 6.00            | 13.31 | 54,750                              | 57,750                                   |
| 453302-4       | 45                | 3-C                 | 4,508              | 38.5                  | 6.00            | 13.31 | 69,350                              | 90,410                                   |
| 453302-4       | 45                | 2-C                 | 4,508              | 38.5                  | 6.00            | 13.31 | 87,600                              | 90,410                                   |
| 453302-8       | 45                | 1-C                 | 4,574              | 38.5                  | 6.00            | 13.31 | 109,500                             | 111,330                                  |
| 454302-8       | 45                | H1-C                | 6,111              | 38.5                  | 7.63            | 14.94 | 135,050                             | 149,500                                  |
| 455302-8       | 45                | H2-C                | 7,607              | 38.5                  | 9.00            | 16.31 | 164,250                             | 187,580                                  |

\* The ultimate groundline moment shown corresponds to the equivalent ANSI pole class load for concrete poles. The moments shown are not necessarily the maximum ultimate groundline moment for that particular pole.

\*\* Ultimate groundline moment for the particular pole.

## Utility 50-70 Feet Technical Chart Grade B Construction

Used for Recreational and Industrial Lighting Distribution

### Direct Embedment

| CATALOG NUMBER | POLE LENGTH (Ft.) | CONCRETE POLE CLASS | POLE WEIGHT (Lbs.) | HT. ABOVE GRADE (Ft.) | POLE SIZE (In.) |       | ANSI GROUNDLINE MOMENT (Ft. Lbs.) * | ULTIMATE GROUNDLINE MOMENT (Ft. Lbs.) ** |
|----------------|-------------------|---------------------|--------------------|-----------------------|-----------------|-------|-------------------------------------|------------------------------------------|
|                |                   |                     |                    |                       | TIP             | BUTT  |                                     |                                          |
| 503302-0       | 50                | 5-C                 | 5,392              | 43.0                  | 6.00            | 14.13 | 49,200                              | 62,580                                   |
| 503302-0       | 50                | 4-C                 | 5,392              | 43.0                  | 6.00            | 14.13 | 61,500                              | 62,580                                   |
| 503302-4       | 50                | 3-C                 | 5,465              | 43.0                  | 6.00            | 14.13 | 77,900                              | 102,580                                  |
| 503302-4       | 50                | 2-C                 | 5,465              | 43.0                  | 6.00            | 14.13 | 98,400                              | 102,580                                  |
| 503302-8       | 50                | 1-C                 | 5,538              | 43.0                  | 6.00            | 14.13 | 123,000                             | 127,830                                  |
| 504302-8       | 50                | H1-C                | 7,312              | 43.0                  | 7.63            | 15.75 | 151,700                             | 169,330                                  |
| 505302-8       | 50                | H2-C                | 9,031              | 43.0                  | 9.00            | 17.13 | 184,500                             | 205,830                                  |
| 553302-0       | 55                | 5-C                 | 6,457              | 47.5                  | 6.00            | 14.94 | 54,600                              | 67,410                                   |
| 553302-4       | 55                | 4-C                 | 6,537              | 47.5                  | 6.00            | 14.94 | 68,250                              | 115,000                                  |
| 553302-4       | 55                | 3-C                 | 6,537              | 47.5                  | 6.00            | 14.94 | 86,450                              | 115,000                                  |
| 553302-4       | 55                | 2-C                 | 6,537              | 47.5                  | 6.00            | 14.94 | 109,200                             | 115,000                                  |
| 553302-8       | 55                | 1-C                 | 6,618              | 47.5                  | 6.00            | 14.94 | 136,500                             | 145,250                                  |
| 554302-8       | 55                | H1-C                | 8,642              | 47.5                  | 7.63            | 16.56 | 168,350                             | 188,500                                  |
| 603302-0       | 60                | 5-C                 | 7,644              | 52.0                  | 6.00            | 15.75 | 60,000                              | 72,250                                   |
| 603302-4       | 60                | 4-C                 | 7,732              | 52.0                  | 6.00            | 15.75 | 75,000                              | 127,000                                  |
| 603302-4       | 60                | 3-C                 | 7,732              | 52.0                  | 6.00            | 15.75 | 95,000                              | 127,000                                  |
| 603302-4       | 60                | 2-C                 | 7,732              | 52.0                  | 6.00            | 15.75 | 120,000                             | 127,000                                  |
| 603302-8       | 60                | 1-C                 | 7,820              | 52.0                  | 6.00            | 15.75 | 150,000                             | 163,830                                  |
| 604302-8       | 60                | H1-C                | 10,107             | 52.0                  | 7.63            | 17.38 | 185,000                             | 206,000                                  |
| 653302-4       | 65                | 5-C                 | 9,055              | 56.5                  | 6.00            | 16.56 | 65,400                              | 137,910                                  |
| 653302-4       | 65                | 4-C                 | 9,055              | 56.5                  | 6.00            | 16.56 | 81,750                              | 137,910                                  |
| 653302-4       | 65                | 3-C                 | 9,055              | 56.5                  | 6.00            | 16.56 | 103,550                             | 137,910                                  |
| 653302-4       | 65                | 2-C                 | 9,055              | 56.5                  | 6.00            | 16.56 | 130,800                             | 137,910                                  |
| 653302-8       | 65                | 1-C                 | 9,151              | 56.5                  | 6.00            | 16.56 | 163,500                             | 183,080                                  |
| 703302-4       | 70                | 5-C                 | 10,514             | 61.0                  | 6.00            | 17.38 | 70,800                              | 147,750                                  |
| 703302-4       | 70                | 4-C                 | 10,514             | 61.0                  | 6.00            | 17.38 | 88,500                              | 147,750                                  |
| 703302-4       | 70                | 3-C                 | 10,514             | 61.0                  | 6.00            | 17.38 | 112,100                             | 147,750                                  |
| 703302-4       | 70                | 2-C                 | 10,514             | 61.0                  | 6.00            | 17.38 | 141,600                             | 147,750                                  |
| 703302-8       | 70                | 1-C                 | 10,617             | 61.0                  | 6.00            | 17.38 | 177,000                             | 201,830                                  |



\* The ultimate groundline moment shown corresponds to the equivalent ANSI pole class load for concrete poles. The moments shown are not necessarily the maximum ultimate groundline moment for that particular pole.

\*\* Ultimate groundline moment for the particular pole.

# Prestressed Concrete Utility Poles

## Engineering Standards: Concrete vs. Wood

*Because wood deteriorates over time, the American National Standards Institute (ANSI) and the National Electrical Safety Code (NESC) require wood poles to have an initial load factor 60% greater than equivalent concrete poles.*

### WOOD POLE EQUIVALENCY

Traditionally, designers have specified wood poles for use as utility structures according to the pole class system set forth in the American National Standards Institutes' specifications ANSI 05.1., *Specifications and Dimensions for Wood Poles*. In order to remain consistent with the pole class system for utility structures, we have developed a wood pole equivalency (WPE) system for our prestressed concrete poles. Our WPE system is based on criteria contained in ANSI 05.1 and the National Electric Safety Code (NESC), ANSI C2.

When establishing WPE criteria, the difference between the two structural systems (materials) must be considered:

#### **WOOD:** *NESC requires an overload capacity factor (OCF) of 4.0*

Wood poles are composed of a naturally grown, biological material, which exhibits inconsistent material properties throughout the length of the pole. These inconsistencies, which have a direct impact on strength, are knots, checks, shakes and splits.

Wood poles are susceptible to rot and decay over the design life of the structure. The wood pole has less strength at the end of its service life than when it was originally placed in service.

Wood poles are susceptible to insect and animal attack. The effects of termite and woodpecker attack can significantly decrease the load carrying capacity of the wood pole well before the end of the anticipated service life.

#### **PRESTRESSED CONCRETE:** *NESC overload capacity factor (OCF) of 2.5*

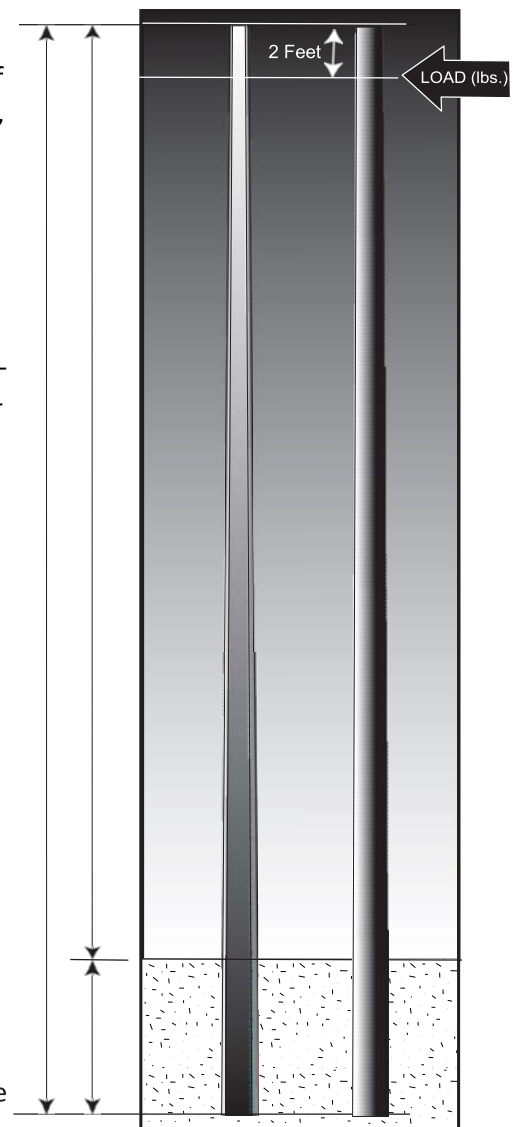
Prestressed concrete poles are fabricated from engineered materials. The prestressed concrete poles have consistent material properties throughout their length.

Prestressed concrete poles are not susceptible to rot and decay. The prestressed concrete pole has the same strength throughout its service life.

Prestressed concrete poles are not susceptible to insect and animal attack.

Wood pole classes are determined by the strength required at the groundline to resist a transverse ultimate load placed 2 ft. below the tip of the pole. Each length of pole within a pole class can resist the same load placed 2 ft. from the top.

When designing pole structures for transverse wind loading, the NESC requires an overload capacity factor (OCF) of 4.0 for wood poles and 2.5 for concrete poles when determining ultimate loads (Grade B construction). Due to the above mentioned differences in the structural systems, the NESC requires the wood pole to have a strength that is 60% higher than the prestressed concrete pole. Therefore, the prestressed concrete pole can be designed for a load that is 62.5% ( $2.5/4.0$ ) of the wood pole load and attain the same strength for the specific pole class throughout the life of the structure.





## WOOD POLE EQUIVALENCY EXPLAINED

In order to simplify our WPE system we chose to use the ultimate pole top load that is two load classes lower than the wood pole. For example, ANSI 05.1 lists an ultimate pole top load of 4,500 lbs. for a Class 1 wood pole. Our concrete Class 1-C pole is designed for a 3000 lbs. (Class 3 wood pole load) ultimate pole top load. The ratio of the loads is  $3000/4500=0.666$ , which is in excess of  $2.5/4.0=0.625$  using NESC overload capacity factors for transverse wind.

| CONCRETE POLE CLASS LOADS |                          |                         |
|---------------------------|--------------------------|-------------------------|
| CONCRETE POLE CLASS       | LOAD 2 FT FROM TIP (LBS) | CONCRETE LOAD WOOD LOAD |
| H2-C                      | 4,500                    | 0.703                   |
| H1-C                      | 3,700                    | 0.685                   |
| 1-C                       | 3,000                    | 0.666                   |
| 2-C                       | 2,400                    | 0.649                   |
| 3-C                       | 1,900                    | 0.633                   |
| 4-C                       | 1,500                    | 0.625                   |
| 5-C                       | 1,200                    | 0.632                   |

The above wood pole equivalency system is based on the following assumption:

1. Transverse wind is the controlling design load.
2. The load acts perpendicular to the face of the pole.

When design configurations involve the use of angle poles and dead end poles where other than transverse winds control the design, our technical staff should be consulted.

# Prestressed Concrete Utility Poles

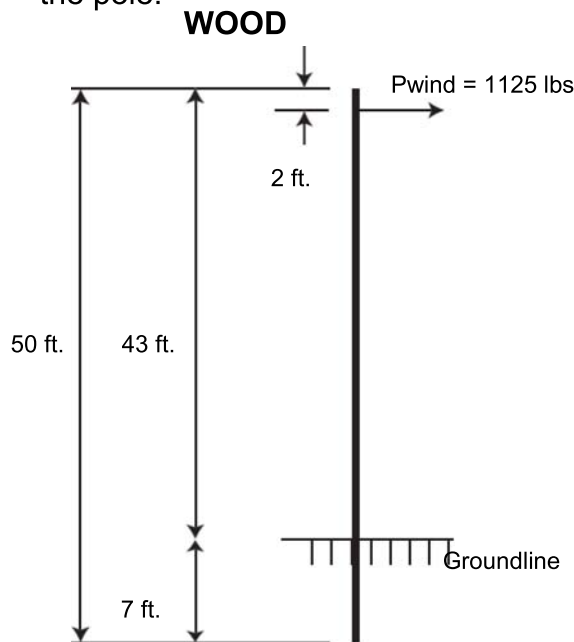
## WOOD POLE EQUIVALENCY EXAMPLE

Example:

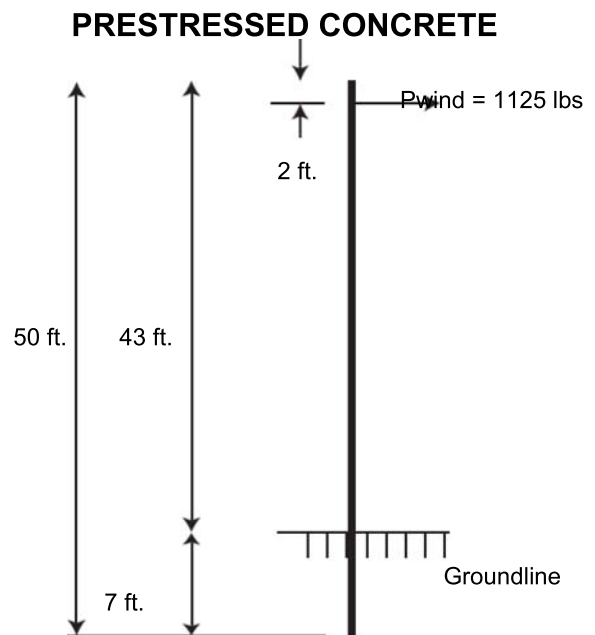
The following example is for the purpose of demonstrating our WPE system only. In actual design cases, loads other than transverse wind may control and must be investigated.

Assumptions:

- Tangent pole
- Equal conductor spans on both sides of poles
- Transverse wind creates controlling load case for selection of pole
- For simplicity, the wind pressure on the pole is neglected in this example but should be added to the ground line moment for actual design.
- NESC overload capacity factors: 4.0 for wood poles  
2.5 for prestressed concrete poles
- Wind load on conductors produce a resultant load of 1125 lbs., 2 ft down from the top of the pole.



$P_u = 4.0 (1125 \text{ lbs.}) = 4500 \text{ lbs}$   
 For ANSI Class 1 wood pole:  
 $P_{max} = 4500 \text{ lbs.}$



$P_u = 2.5 (1125 \text{ lbs.}) = 2813 \text{ lbs.}$   
 For ANSI Class 1-C prestressed concrete pole:  
 $P_{max} = 3000 \text{ lbs. (Class 3 wood pole load)}$

The concrete Class 1-C pole is more than adequate for the transverse wind load. Note the max load of 3000 lbs. for the prestressed concrete pole is the same as for a Class 3 ANSI wood pole.

## Type III Technical Chart

Used for Recreational and Industrial Lighting and Distribution

### Direct Embedment

| CATALOG<br>NUMBER<br>SMOOTH<br>GRAY | MOUNTING<br>HEIGHT<br>(Ft.) | POLE<br>WEIGHT<br>(Lbs.) | OVERALL<br>LENGTH<br>(Ft.) | POLE SIZE<br>(In.) |       | EPA AT POLE TIP<br>(Sq. Ft.) |            |            |            |            | ULTIMATE<br>GROUNDLINE<br>MOMENT<br>(Ft. Lbs.) | BREAKING<br>LOAD 2 FT.<br>FROM TIP<br>(Lbs.) |
|-------------------------------------|-----------------------------|--------------------------|----------------------------|--------------------|-------|------------------------------|------------|------------|------------|------------|------------------------------------------------|----------------------------------------------|
|                                     |                             |                          |                            | TIP                | BUTT  | 90<br>MPH                    | 110<br>MPH | 130<br>MPH | 140<br>MPH | 160<br>MPH |                                                |                                              |
| 253002                              | 20.5                        | 1,703                    | 25.0                       | 6.0                | 10.06 | 132                          | 85         | 58         | 49         | 35         | 48,200                                         | 2,605                                        |
| 303002                              | 25.0                        | 2,264                    | 30.0                       | 6.0                | 10.88 | 121                          | 77         | 52         | 43         | 31         | 57,700                                         | 2,508                                        |
| 353002                              | 29.5                        | 2,914                    | 35.0                       | 6.0                | 11.69 | 114                          | 72         | 48         | 39         | 27         | 67,800                                         | 2,465                                        |
| 403002                              | 34.0                        | 3,660                    | 40.0                       | 6.0                | 12.50 | 109                          | 68         | 44         | 36         | 24         | 78,600                                         | 2,456                                        |
| 453002                              | 38.5                        | 4,508                    | 45.0                       | 6.0                | 13.31 | 105                          | 64         | 41         | 33         | 21         | 90,400                                         | 2,476                                        |
| 503002                              | 43.0                        | 5,465                    | 50.0                       | 6.0                | 14.13 | 102                          | 61         | 38         | 30         | 18         | 102,500                                        | 2,500                                        |
| 553002                              | 47.5                        | 6,618                    | 55.0                       | 6.0                | 14.94 | 130                          | 79         | 50         | 40         | 25         | 145,100                                        | 3,189                                        |
| 603002                              | 52.0                        | 7,820                    | 60.0                       | 6.0                | 15.75 | 129                          | 78         | 48         | 38         | 25         | 163,800                                        | 3,276                                        |
| 653002                              | 56.5                        | 9,151                    | 65.0                       | 6.0                | 16.56 | 128                          | 76         | 46         | 36         | 21         | 183,100                                        | 3,359                                        |
| 703002                              | 61.0                        | 10,617                   | 70.0                       | 6.0                | 17.38 | 126                          | 74         | 44         | 33         | 18         | 201,800                                        | 3,420                                        |

### General Information

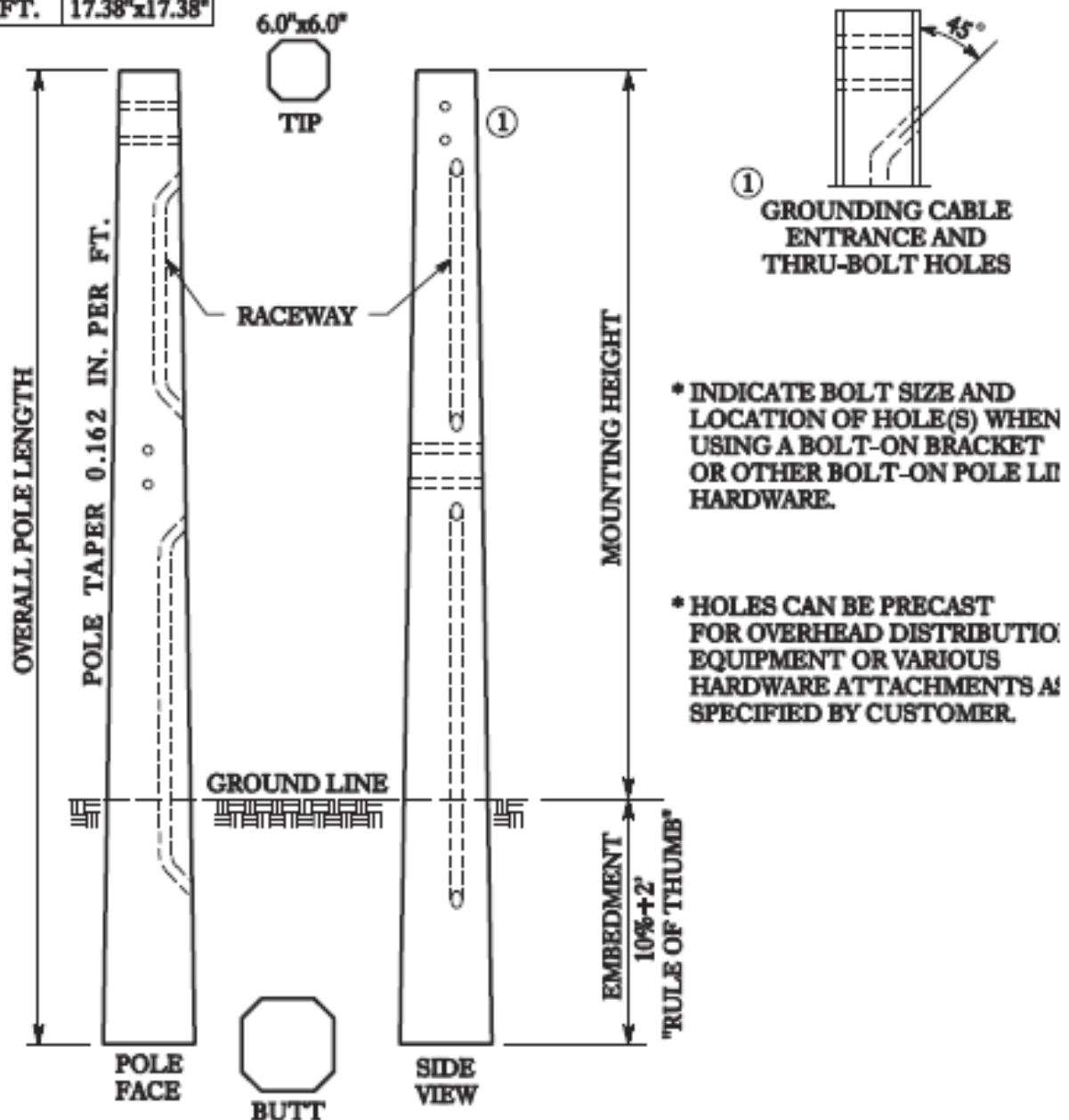
1. Different colors, finishes and exposed aggregates are available upon request.
2. Longer lengths of poles available upon request.
3. All corners are chamfered.
4. 7,000 PSI concrete is standard; higher strengths are available if required.
5. **STRENGTH:** In most cases a higher ground line moment and a higher breaking strength and EPA can be attained without going to a larger pole.
6. **EFFECTIVE PROJECTED AREA (EPA):** Lonestar Prestress Mfg. concrete poles and mounting arms have been designed in accordance with accepted engineering practices to be structurally capable of withstanding wind loads and velocity pressure per ASCE 7-05. Poles to meet higher wind loads are available.
7. **HOLES:** Holes are precast to meet your specifications and requirements for mounting attachments, most any desired arrangement can be provided. Contact Lonestar Prestress Mfg. for any questions about field drilling light poles.
8. **INSTALLATION:** Lonestar Prestress Mfg. concrete poles are designed for setting directly into the ground, without the use of precast foundations, similar to the setting of wood poles. After the hole is drilled, the pole is set and plumbed, the earth is then backfilled and tamped. The depth is dependent on the nature of the soil and the anticipated load. Where it is impossible to embed the poles in the ground, such as on bridges or overpasses, a bolt down base plate is available.
9. To specify a base plate for base mounted poles add the suffix BP to catalog numbers. Customer to supply the bolt circle drawings or template.

# Type III Pole

| POLE   | BUTT          |
|--------|---------------|
| 25 FT. | 10.06"x10.06" |
| 30 FT. | 10.88"x10.88" |
| 35 FT. | 11.69"x11.69" |
| 40 FT. | 12.50"x12.50" |
| 45 FT. | 13.31"x13.31" |
| 50 FT. | 14.13"x14.13" |
| 55 FT. | 14.94"x14.94" |
| 60 FT. | 15.75"x15.75" |
| 65 FT. | 16.56"x16.56" |
| 70 FT. | 17.38"x17.38" |

## Type III Typical Details

- WE ARE NOT RESTRICTED TO THESE STANDARD DETAILS AND WELCOME ANY SPECIAL DESIGNS. YOU MAY USE THE STANDARD DRAWING TO MARK UP AND SEND TO YOUR SALES REPRESENTATIVE OR SEND DIRECTLY TO US.
- CABLE ENTRANCE AVAILABLE WITH CONDUIT COUPLINGS.



## Type IV Technical Chart

Used for Power Distribution—Heavy Duty

### Direct Embedment

| CATALOG<br>NUMBER<br>SMOOTH<br>GRAY | MOUNTING<br>HEIGHT<br>(Ft.) | POLE<br>WEIGHT<br>(Lbs.) | OVERALL<br>LENGTH<br>(Ft.) | POLE SIZE<br>(In.) |       | EPA AT POLE TIP<br>(Sq. Ft.) |            |            |            |            | ULTIMATE<br>GROUND-<br>LINE<br>MOMENT<br>(Ft. Lbs.) | BREAK-<br>ING<br>LOAD 2<br>Ft.<br>FROM<br>TIP |
|-------------------------------------|-----------------------------|--------------------------|----------------------------|--------------------|-------|------------------------------|------------|------------|------------|------------|-----------------------------------------------------|-----------------------------------------------|
|                                     |                             |                          |                            | TIP                | BUTT  | 90<br>MPH                    | 110<br>MPH | 130<br>MPH | 140<br>MPH | 160<br>MPH |                                                     |                                               |
| 254002                              | 20.5                        | 2,424                    | 25.0                       | 7.63               | 11.69 | 194                          | 126        | 87         | 73         | 54         | 70,200                                              | 3,794                                         |
| 304002                              | 25.0                        | 3,213                    | 30.0                       | 7.63               | 12.50 | 214                          | 139        | 96         | 81         | 59         | 99,300                                              | 4,317                                         |
| 354002                              | 29.5                        | 4,068                    | 35.0                       | 7.63               | 13.31 | 200                          | 129        | 88         | 73         | 52         | 115,300                                             | 4,192                                         |
| 404002                              | 34.0                        | 5,032                    | 40.0                       | 7.63               | 14.13 | 190                          | 121        | 81         | 67         | 47         | 131,800                                             | 4,118                                         |
| 454002                              | 38.5                        | 6,111                    | 45.0                       | 7.63               | 14.94 | 182                          | 115        | 76         | 63         | 43         | 149,400                                             | 4,093                                         |
| 504002                              | 43.0                        | 7,312                    | 50.0                       | 7.63               | 15.75 | 177                          | 110        | 72         | 59         | 39         | 169,200                                             | 4,126                                         |
| 554002                              | 47.5                        | 8,642                    | 55.0                       | 7.63               | 16.56 | 171                          | 106        | 68         | 55         | 36         | 188,400                                             | 4,140                                         |
| 604002                              | 52.0                        | 10,107                   | 60.0                       | 7.63               | 17.38 | 164                          | 100        | 63         | 50         | 31         | 205,900                                             | 4,118                                         |

### General Information

1. Different colors, finishes and exposed aggregates are available upon request.
2. Longer lengths of poles available upon request.
3. All corners are chamfered.
4. 7,000 PSI concrete is standard; higher strengths are available if required.
5. **STRENGTH:** In most cases a higher ground line moment and a higher breaking strength and EPA can be attained without going to a larger pole.
6. **EFFECTIVE PROJECTED AREA (EPA):** Lonestar Prestress Mfg. concrete poles and mounting arms have been designed in accordance with accepted engineering practices to be structurally capable of withstanding wind loads and velocity pressure per ASCE 7-05. Poles to meet higher wind loads are available.
7. **HOLE:** Holes are precast to meet your specifications and requirements for mounting attachments, most any desired arrangement can be provided. Contact Lonestar Prestress Mfg. for any questions about field drilling light poles.
8. **INSTALLATION:** Lonestar Prestress Mfg. concrete poles are designed for setting directly into the ground, without the use of precast foundations, similar to the setting of wood poles. After the hole is drilled, the pole is set and plumbed, the earth is then backfilled and tamped. The depth is dependent on the nature of the soil and the anticipated load. Where it is impossible to embed the poles in the ground, such as on bridges or overpasses, a bolt down base plate is available.
9. To specify a base plate for base mounted poles add the suffix BP to catalog numbers. Customer to supply the bolt circle drawings or template.



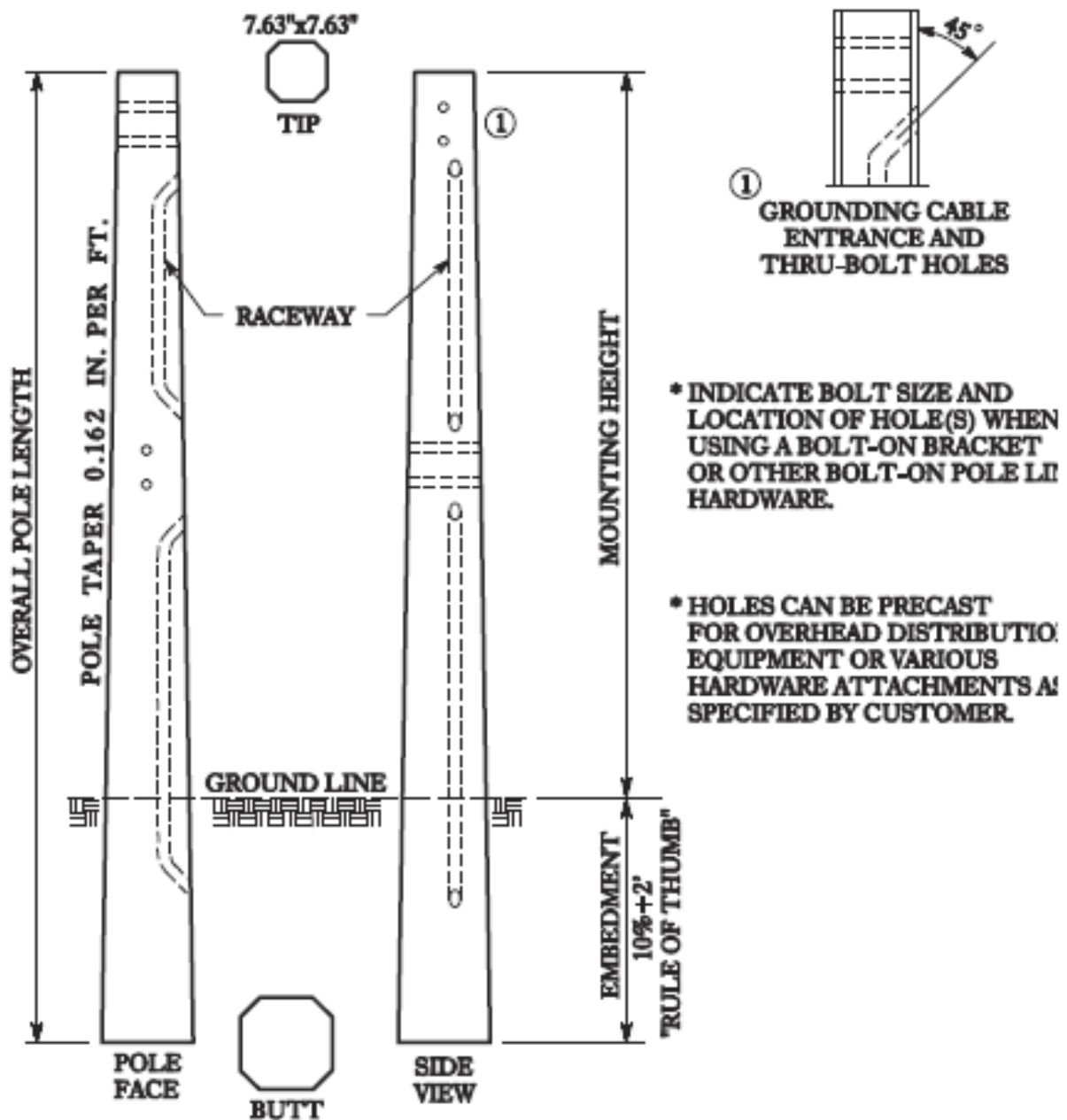


# Type IV Pole

| POLE   | BUTT          |
|--------|---------------|
| 25 FT. | 11.69"x11.69" |
| 30 FT. | 12.50"x12.50" |
| 35 FT. | 13.31"x13.31" |
| 40 FT. | 14.13"x14.13" |
| 45 FT. | 14.94"x14.94" |
| 50 FT. | 15.75"x15.75" |
| 55 FT. | 16.56"x16.56" |
| 60 FT. | 17.38"x17.38" |

## Type IV Typical Details

- WE ARE NOT RESTRICTED TO THESE STANDARD DETAILS AND WELCOME ANY SPECIAL DESIGNS. YOU MAY USE THE STANDARD DRAWING TO MARK UP AND SEND TO YOUR SALES REPRESENTATIVE OR SEND DIRECTLY TO US.
- CABLE ENTRANCE AVAILABLE WITH CONDUIT COUPLINGS.



# BRACKETS

B-1

## SINGLE ARM BRACKET

**966947**

**Four Foot Reach**

Arm Dimensions:  
A=44", B=36", C=19.5"

**966957**

**Five Foot Reach**

Arm Dimensions:  
A=56", B=48", C=20"

**966967**

**Six Foot Reach**

Arm Dimensions:  
A=68.5", B=60", C=20.5"

**966977**

**Seven Foot Reach**

Arm Dimensions:  
A=80.5", B=72", C=20.5"

## DOUBLE ARM BRACKET

**967904**

**Four Foot Reach**

Arm Dimensions:  
A=44", B=36", C=19.5"

**967905**

**Five Foot Reach**

Arm Dimensions:  
A=56", B=48", C=20"

**967906**

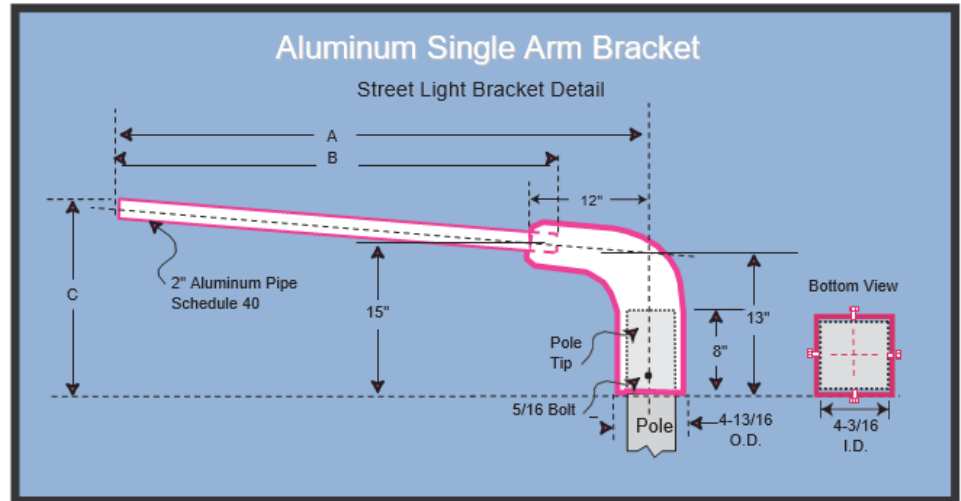
**Six Foot Reach**

Arm Dimensions:  
A=68.5", B=60", C=20.5"

**967907**

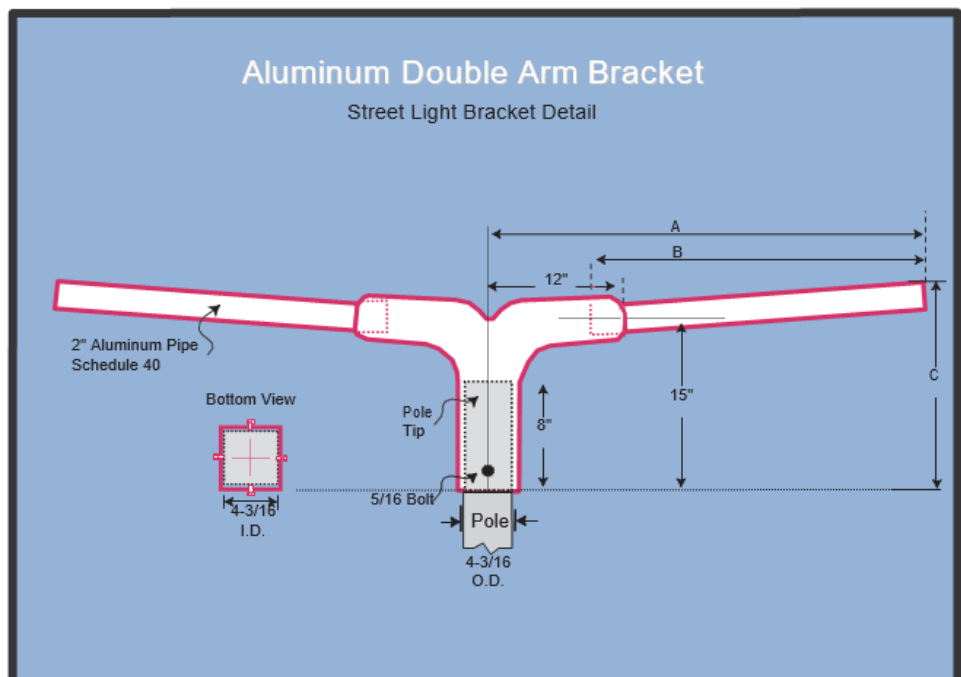
**Seven Foot Reach**

Arm Dimensions:  
A=80.5", B=72", C=20.5"



### Bracket Specifications: Four, Five, Six & Seven Foot Reach

The complete bracket assembly has a uniform finish, and extends (A") from the center of the pole. The cast aluminum arm bracket is an aluminum alloy; #356-T6 Tenzoloy. Support arm is two inch, IPS aluminum pipe, ASA schedule #40, U.S. Aluminum Association #6063-T6.



**NationalLED**

# BRACKETS

## SINGLE ARM BRACKET

**966894**

**Four Foot Reach**

Arm Dimension:  
A=44"

**966895**

**Five Foot Reach**

Arm Dimension:  
A=56"

**966896**

**Six Foot Reach**

Arm Dimension:  
A=68.5"

**966897**

**Seven Foot Reach**

Arm Dimension:  
A=80.5"

## DOUBLE ARM BRACKET

**968984**

**Four Foot Reach**

Arm Dimension:  
A=44" each side

**968985**

**Five Foot Reach**

Arm Dimension:  
A=56" each side

**968986**

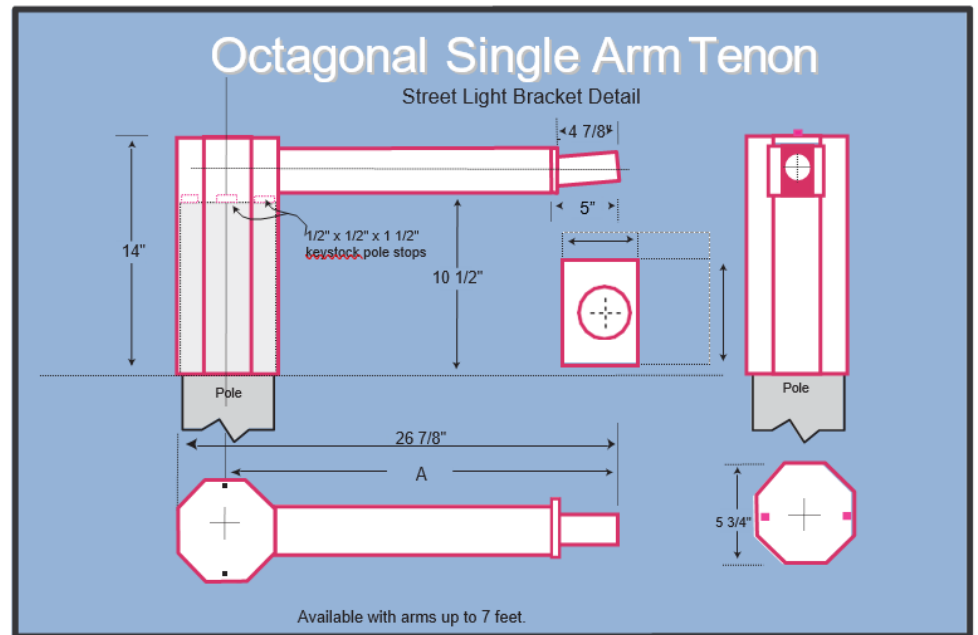
**Six Foot Reach**

Arm Dimension:  
A=68.5" each side

**968987**

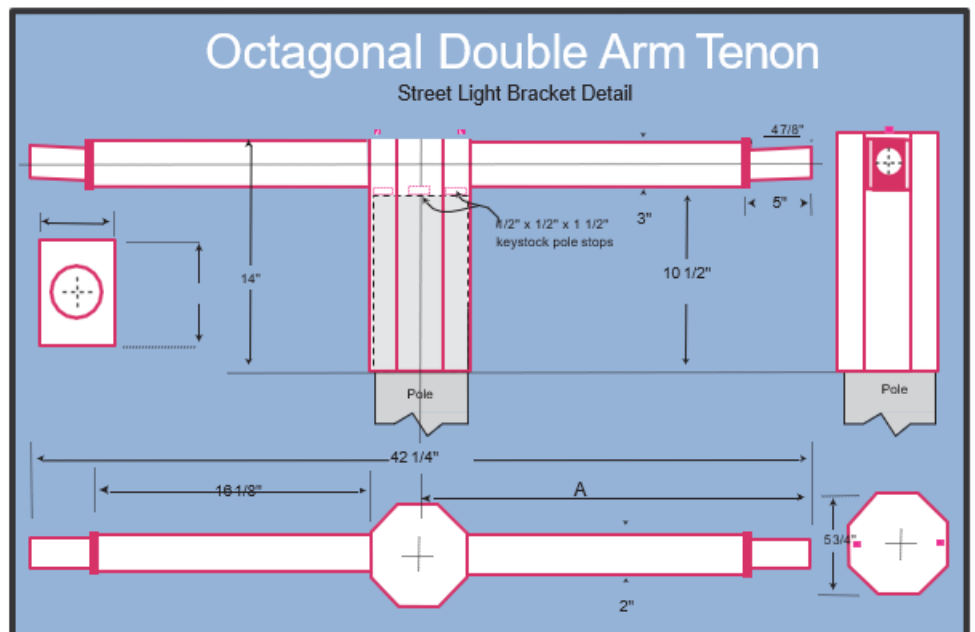
**Seven Foot Reach**

Arm Dimension:  
A=80.5" each side



### Bracket Specifications: Four, Five, Six & Seven Foot Reach

The complete bracket assembly has a uniform finish, and extends (A") from the center of the pole. The cast aluminum arm bracket is an aluminum alloy; #356-T6 Tenzoloy. Support arm is two inch, IPS aluminum pipe, ASA schedule #40, U.S. Aluminum Association #6063-T6.



**NationalLED**

## TRIPLE TENON BULLHORN

962879  
TYPE I

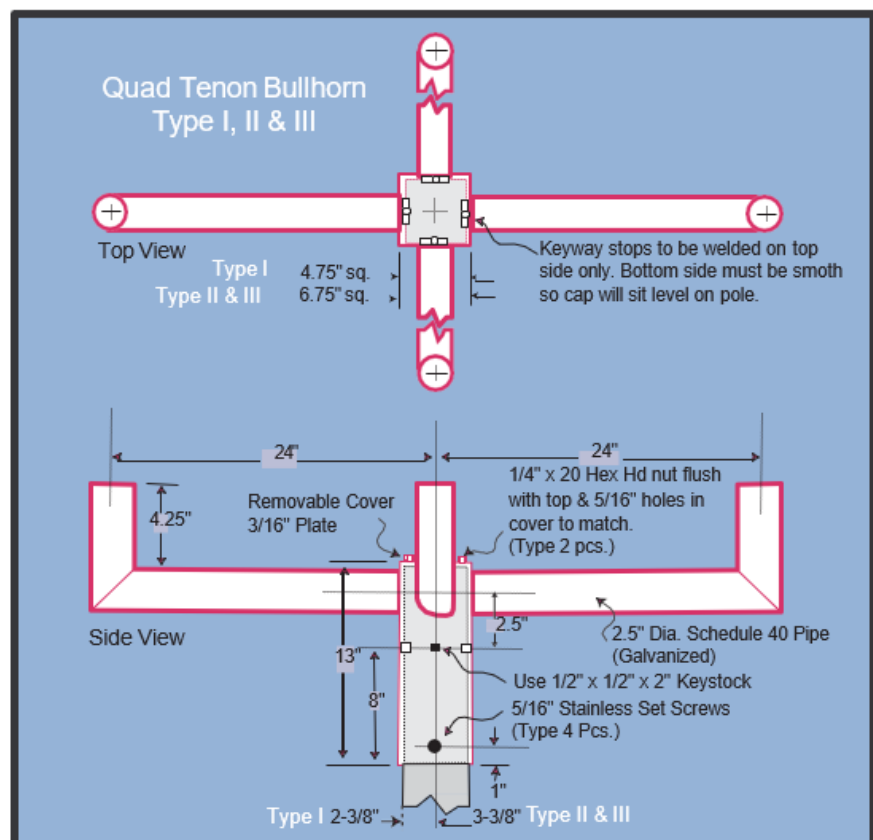
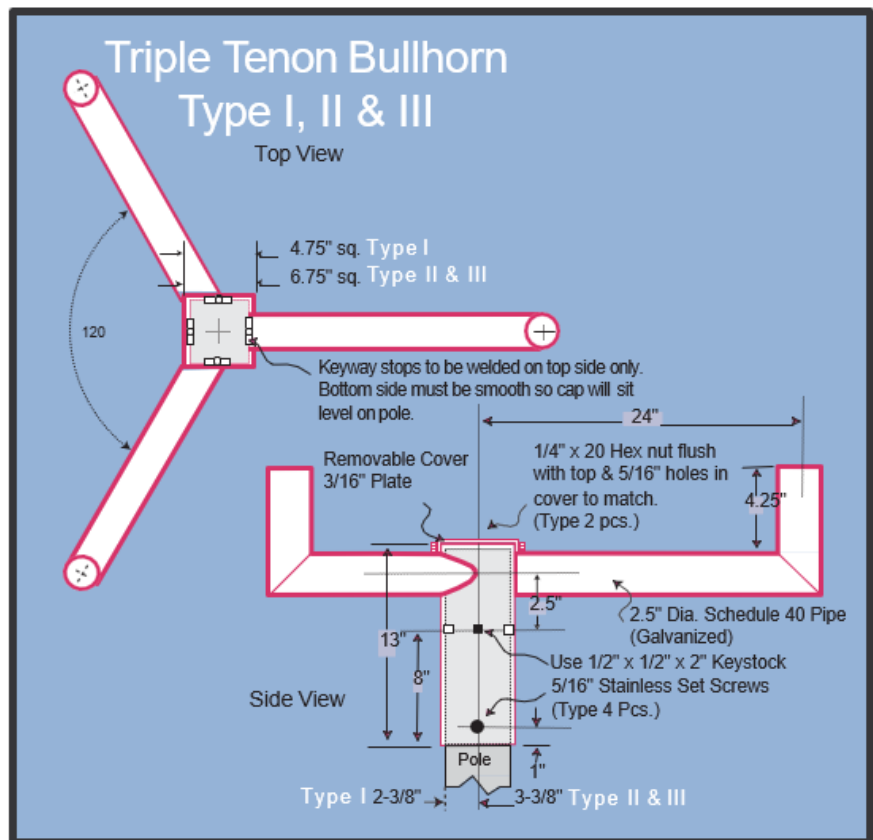
962879  
TYPE II & III

## QUAD TENON BULLHORN

971879  
TYPE I

979879  
TYPE II & III

**NationalLED**



In addition to prestressed  
concrete poles, we also manufacture  
Precast Concrete Buildings  
in a variety of sizes and finishes.  
For more information contact our  
sales department at:  
**[sales@lonestarprestress.com](mailto:sales@lonestarprestress.com)**



**NationalLED**



# NationalLED PROPOSAL

## Prepared For:

**Client:** Chris Jarmon Jarmon  
**Phone:** (936)-402-3719  
**Email:** cjarmon@daytontx.com  
**Company:** Dayton Community Development

## Project Details

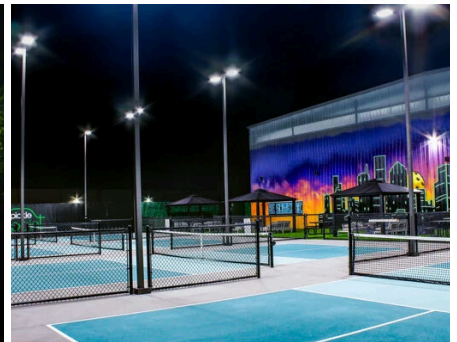
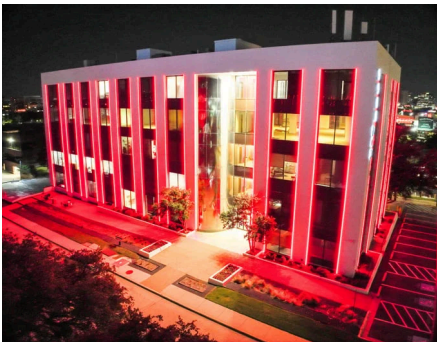
**Proposal #:** 845986

## Prepared By:

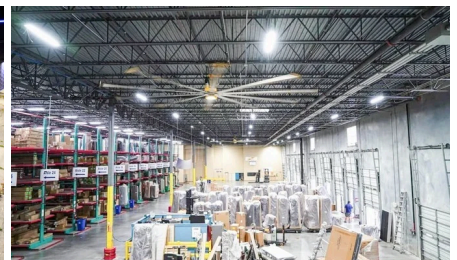
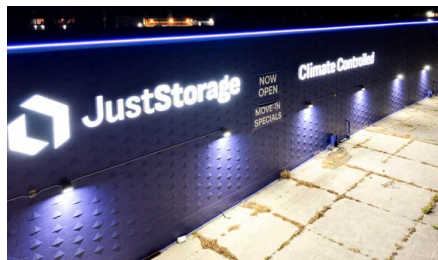
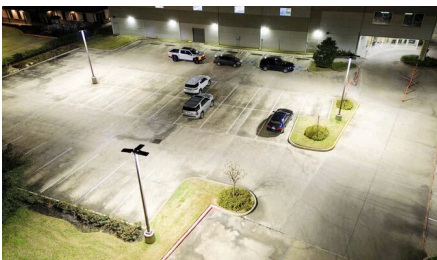
National LED  
6699 Portwest Drive, Houston,  
TX, 77024.  
Office phone: 281-636-5095

**Sales rep:** Seth Evans  
**Email:** sevans@nationalled.com  
**Mobile:** (815)-603-3929

**Date:** December 18, 2025



Complete LED Lighting Solutions, Nationwide.



| Products & services                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | Quantity | Unit price   | Total               |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|--------------|---------------------|
| <b>Arena Glow Sports Lights</b><br>Sports light, 800W, 5X5 Lens, Selectable, Wide Lens, 120-277V                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | 56       | \$1,850.00   | \$103,600.00        |
| <b>Concrete Poles</b><br>60' Concrete Poles, Sports Light Pole with Threaded 1-1/4" GRC Nipple and 24" Air                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | 10       | \$6,500.00   | \$65,000.00         |
| <b>Cross Arms</b><br>8 Light Adjustable Crossarms, Hot Dipped Galvanized Finish                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | 18       | \$925.00     | \$16,650.00         |
| <b>Installation</b><br>Sports Lighting Installation<br><br>Furnish and install 56 LED sports lighting fixtures on 10 concrete light poles<br><br>Layout pole locations and verify underground utilities<br><br>Excavate and pour 10 engineered concrete foundations with grounding provisions<br><br>Install, and secure concrete poles<br><br>Mount and aim all sports light fixtures per approved lighting design<br><br>Trench and install underground conduit and wiring to all poles<br><br>Provide full grounding and bonding system<br><br>Coordinate and install new electrical service with Entergy<br><br>Install service entrance equipment, meter base, disconnects, and distribution panels<br><br>Install lighting controls as specified<br><br>Test, commission, and verify proper system operation<br><br>Coordinate inspections and utility energization<br><br>Backfill trenches, restore affected areas, and remove jobsite debris<br><br>Cleanup and permitting included | 1        | \$180,000.00 | \$180,000.00        |
| Subtotal                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |          |              | \$365,250.00        |
| <b>Total</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |          |              | <b>\$365,250.00</b> |

\*Applicable TAXES will be added to the final invoice if not listed above.

✓ Get a \$30 GIFT! 📺 Post a [Google Review here](#) and we'll send you a \$30 Amazon gift card†.

💡 **Save More with National LED**

Ask us about our **Energy Broker Services** and see how bundling LED + Energy can double your savings.

**Request an Energy Quote**

# GENERAL TERMS & CONDITIONS

**DELIVERY:** Buyer shall pay freight charges by Seller's regular method of shipment, i.e., via rail, freight forwarders, or motor carrier to any one destination in the United States, Seller reserving the right to control the routing. Terms shall be F.O.B. Seller's premises. Any charges by carrier shall be paid by Buyer. All shipments are insured at the Buyer's expense and made at the Buyer's risk. Identification of the goods to the contract shall occur as each shipment is placed in the hands of the carrier.

**PHOTOMETRICS:** All photometric layouts provided by National LED are strictly illustrative and for conceptual purposes only. Values shown are estimated and may not reflect actual site conditions or final performance. Variances can occur due to installation methods, mounting height, environmental conditions, and product changes. National LED makes no guarantee regarding footcandle levels or lighting uniformity. By accepting these layouts, the Buyer agrees that National LED bears no responsibility or liability for decisions made based on these examples.

**DELAYS:** Seller will not be liable for any delay in the performance of orders or contracts, or in the delivery or shipment of goods, or for any damages suffered by Buyer by reason of such delay. Contracts may not be cancelled due to delay once contract is signed, or purchase order is made. Force Majeure: Seller shall not be held liable for any delay or failure to perform due to acts of God, natural disasters, labor strikes, supply chain disruptions, pandemics, or any cause beyond its reasonable control.

**SELLER'S RIGHT OF POSSESSION:** Until full and final payment is received by Seller, all merchandise delivered by Seller to Buyer shall be the sole property of the Seller and shall not, by reason of any connection to realty, be deemed to be any fixture or appurtenance to realty and shall be severable therefrom. Seller shall have the right, in addition to all others it may possess, at any time, for credit reasons or because of Buyer's default or defaults, to withhold shipments, in whole or in part, to recall goods in transit and retake same, and to repossess and remove all merchandise delivered to Buyer.

**WARRANTY:** Product warranty begins from the date of manufacture. National LED reserves the sole right to determine if a product issue qualifies under warranty. Warranty claims must be submitted in writing and include proper documentation. Misuse, improper installation, unauthorized repairs, or environmental damage may void the warranty.

**CONSTRUCTION:** National LED is not responsible for any damage to landscaping, pavement, concrete, grass, structures, or other property caused during delivery, installation, or service due to the use of tools, equipment, or vehicles necessary for project completion. By proceeding, Buyer assumes this risk and agrees to hold National LED harmless from any claims arising from such damage.

**TERMINATION UPON DEFAULT:** Upon completion of signatures on this contract, buyer may not cancel orders or payments unless approval given buy seller. If seller suffers lack of payment, interest in the amount of 5% compounded daily may be applied.

**ACCEPTANCE:** This is not a firm offer and may be changed or revoked at any time before execution by seller. Acceptance of this offer is expressly limited to the exact terms contained herein and any attempt to alter or omit any of such terms by buyer shall be deemed a rejection and a counteroffer. These terms and conditions shall supersede any provisions, terms, and conditions contained on any confirmation order, or other writing Buyer may give or receive, and the rights of the parties shall be governed exclusively by the provisions, terms, and conditions hereof. Seller makes no representations or warranties concerning this order except such as are expressly contained herein, and this Agreement may not be changed or modified orally.

**SETOFF:** Any claims of Buyer against Seller relating to this Agreement shall be subject to setoff or counterclaim of Seller arising out of this or any other agreement with Buyer.

**MARKETING APPROVAL:** Buyer agrees to allow Seller to produce and use photographs, drawings, descriptions or likenesses of product and their location in any marketing, advertising or promotional materials in all media. Furthermore, National LED reserves the right to conduct and publish case studies for all transactions and projects National LED participates in. Only with Buyer's written permission and shall not include any photographs, drawings, descriptions or likenesses of any logo, marketing material, etc.

**ELECTRICAL CONNECTIONS:** Post-installation visits for electrical connections will only occur upon Buyer's written request and are billable. Buyer is solely responsible for providing necessary electrical infrastructure, including circuits, panels, and switches, prior to installation. National LED is entitled to full payment upon physical installation of fixtures, regardless of the site's electrical readiness or connection delays.

**TAXES:** Unless otherwise noted, prices on the specified products are exclusive of all city, state, and federal excise taxes, including, without limitation, taxes on manufacture, sales, receipts, gross income, occupation, use and similar taxes. Wherever applicable, any tax or taxes will be added to the invoice as a separate charge to be paid by the Buyer.

**NON-PAYMENT:** If final payment is not received within 45 days of completed installation, Buyer authorizes National LED to remove the installed fixtures without prior notice. All deposits shall be forfeited and deemed non-refundable. Buyer waives all claims of ownership until full payment is received.

**RETURNS:** Fixtures purchased by client are deemed owned by client once paid for unless RMA is requested in writing via email. Returns will be subject to a minimum of a 25% return fee.

**†GOOGLE REVIEW DISCLAIMER**  
Offer valid for one \$30 Amazon gift card per customer/company upon completion of a posted Google review for the National LED profile. Review must be publicly visible and meet Google's posting guidelines. After submitting your review, please take a screenshot and email it to your assigned sales representative to begin the verification process. Once confirmed, your gift card will be delivered via email within 10 days. National LED is not responsible for delays or issues caused by Google's review platform. National LED reserves the right to modify or cancel this promotion at any time without notice.

**ACCEPTANCE OF PROPOSAL:** The above prices, specifications and conditions are satisfactory and are hereby accepted. Payment will be made as deposit or full payment upon delivery.  
**NOTE: AGREEMENT WILL NOT BECOME EFFECTIVE UNTIL SUCH TIME AS IT IS AUTHORIZED BY SELLER.**

## Signature

---

Signature

---

Date

---

Printed name



# Trusted by Leading Brands Nationwide

- Serving clients with a **National** footprint
- Worked with major groups including **Mercedes Benz, Cube Smart, and United Airlines**
- **LED Lights** private labeled by 2 of the world's 5 largest lighting companies

Still have questions? Check us out on [YouTube!](#)







## GENERAL TERMS & CONDITIONS

**DELIVERY:** Buyer shall pay freight charges by Seller's regular method of shipment, i.e., via rail, freight forwarders, or motor carrier to any one destination in the United States, Seller reserving the right to control the routing. Delivery shall be made to the project site designated by Buyer. Risk of loss shall remain with Seller until the Products are delivered to and accepted by Buyer at the project site. Seller shall be responsible for any loss of or damage to the Products occurring prior to delivery and acceptance. Identification of the goods to the contract shall occur upon delivery to Buyer at the project site.

**PHOTOMETRICS:** All photometric layouts provided by National LED are illustrative and for conceptual purposes only. Values shown are estimated and may not reflect actual site conditions or final performance. Variances can occur due to installation methods, mounting height, environmental conditions, and product changes. National LED does not guarantee exact footcandle levels or lighting uniformity; however, National LED represents that such layouts are prepared in good faith using commercially reasonable professional standards. National LED shall not be liable for minor variances in lighting performance, but shall remain responsible for material errors or omissions in its designs.

**DELAYS:** Seller will not be liable for any delay in the performance of orders or contracts, or in the delivery or shipment of goods, or for any damages suffered by Buyer by reason of such delay, to the extent caused by events beyond Seller's reasonable control.

In the event Seller's performance is delayed, Seller shall promptly notify Buyer in writing and use commercially reasonable efforts to resume performance as soon as practicable. If any such delay continues for more than sixty (60) days, Buyer may, upon written notice to Seller, terminate the affected portion of the Agreement without penalty.

**Force Majeure:** Seller shall not be held liable for any delay or failure to perform due to acts of God, natural disasters, labor strikes, supply chain disruptions, pandemics, or any cause beyond its reasonable control.

**SELLER'S RIGHT OF POSSESSION:** Upon delivery and installation at the project site, the Products shall be deemed fixtures and part of the realty. Seller shall have no right of self-help, repossession, or removal of any Products once installed. In the event of any payment dispute or alleged default, Seller's remedies shall be limited to those available at law or in equity, and Seller shall not enter upon Buyer's property or remove any installed Products.

**WARRANTY:** Product warranty begins from the date of installation and acceptance by Buyer at the project site. National LED shall evaluate warranty claims in good faith using commercially reasonable standards. Warranty claims must be submitted in writing and include proper documentation. Misuse, improper installation, unauthorized repairs, or environmental damage may void the warranty.

**CONSTRUCTION:** National LED shall use commercially reasonable care in the performance of its work. Seller shall be responsible for damage to landscaping, pavement, concrete, grass, structures, or other property to the extent caused by Seller's negligence or willful misconduct during delivery, installation, or service. Buyer remains responsible for ordinary wear and minor incidental disturbance inherent in construction activities.

**TERMINATION UPON DEFAULT:** Upon execution of this Agreement, neither party may cancel except as expressly provided herein or upon a material breach by the other party. In the event Buyer fails to timely remit an undisputed amount due, Seller may assess interest on the past-due balance at the rate of one percent (1%) per month, or the maximum rate permitted by law, whichever is less.

**ACCEPTANCE:** This Agreement shall become binding upon execution by both Buyer and Seller. Any proposed changes to this Agreement must be agreed to in writing by both parties. These terms and conditions shall supersede any provisions, terms, and conditions contained on any confirmation order, or other writing Buyer may give or receive, and the rights of the parties shall be governed exclusively by the provisions, terms, and conditions hereof.

Seller makes no representations or warranties concerning this order except such as are expressly contained herein, and this Agreement may not be changed or modified orally.

SETOFF: Any claims of either party against the other relating to this Agreement shall be subject to setoff or counterclaim arising out of this Agreement.

MARKETING APPROVAL: Seller may produce and use photographs, drawings, descriptions, or likenesses of the Products and their location in marketing, advertising, or promotional materials, and may conduct and publish case studies for this project, only with Buyer's prior written permission. Any such materials shall not include any photographs, drawings, descriptions, or likenesses of Buyer's name, logo, branding, or other identifying materials without Buyer's express written approval.

ELECTRICAL CONNECTIONS: Post-installation visits for electrical connections will only occur upon Buyer's written request and are billable. Buyer is solely responsible for providing necessary electrical infrastructure, including circuits, panels, and switches, prior to installation. National LED shall be entitled to payment upon installation and acceptance of the Products at the project site. Buyer shall not be deemed in default for any delay in payment arising solely from delays in site readiness or electrical connection outside Buyer's reasonable control.

TAXES: Unless otherwise noted, prices on the specified products are exclusive of all city, state, and federal excise taxes, including, without limitation, taxes on manufacture, sales, receipts, gross income, occupation, use and similar taxes. Wherever applicable, any tax or taxes will be added to the invoice as a separate charge to be paid by the Buyer.

Notwithstanding the foregoing, Buyer shall only be responsible for taxes that are lawfully imposed and applicable to Buyer. Seller acknowledges that Buyer is a public entity and may be exempt from certain taxes. Seller shall not collect or charge any tax from Buyer for which Buyer provides a valid exemption certificate.

NON-PAYMENT: If final payment of an undisputed amount is not received within forty-five (45) days after installation and acceptance, Seller may pursue any remedies available at law or in equity. Seller shall have no right of self-help, entry, or removal of any installed fixtures. Upon installation, the Products shall be deemed fixtures and part of the realty. Deposits, if any, shall be credited against the contract price.

RETURNS: Fixtures purchased by Buyer are deemed owned by Buyer upon installation and acceptance unless RMA is requested in writing via email. Returns will be subject to a minimum of a 25% return fee. This return fee shall not apply to Products returned due to defects, nonconformity, or valid warranty claims.

GOVERNING LAW AND VENUE: This Agreement shall be governed by and construed in accordance with the laws of the State of Texas. Venue for any action arising out of or relating to this Agreement shall lie exclusively in the state courts located in Liberty County, Texas.

PUBLIC ENTITY APPROVAL: Buyer is a public entity, and Buyer's obligations under this Agreement are expressly conditioned upon approval of this project and the expenditure of funds by Buyer's governing body. Buyer's performance is further subject to any applicable statutory waiting period, including any period during which an election may be called regarding the project. Seller acknowledges that Buyer shall not be deemed in default for any delay arising from such approval or statutory requirements.

**ACCEPTANCE OF PROPOSAL: The above prices, specifications and conditions are satisfactory and are hereby accepted. Payment will be made in accordance with the payment terms set forth in this Agreement. This Agreement shall become effective upon execution by both Buyer and Seller.**

# Signature

Seth Evans

**Signature**

01-23-26

**Date**

*Seth Evans*

**Printed name**



TO: Martin Mudd

FROM: Brandon Davis

RE: Consider with possible action on Resolution No. R2026-14 regarding the sale of a tax trust property.

DATE: February 9, 2026

COMMENTS:

David Gerza has put in an offer for the following property:

Acct #003700-000493-002 PIDN: 46828

12.06 Acres, Lot 1, Block 42 of Liberty Town North League, Abstract No. 356

Total Offer: \$15,000

After costs and fees:

Dayton ISD: \$6,373.50

City of Dayton: \$3,816.75

Liberty County: \$3,186.75

AVAILABLE FUNDING:

N/A

ACTION REQUESTED:

Approve Resolution No. R2026-14, as presented.

ATTACHMENTS:

[R2026-14 Tax Trust Property Approval.pdf](#)  
[46828000.pdf](#)





## RESOLUTION NO. R2026-14

### City of Dayton

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DAYTON, TEXAS, APPROVING THE SALE OF DELINQUENT TAX TRUST PROPERTY HELD IN TRUST BY THE CITY OF DAYTON, DAYTON INDEPENDENT SCHOOL DISTRICT, AND LIBERTY COUNTY; AUTHORIZING EXECUTION OF NECESSARY DOCUMENTS; AND PROVIDING AN EFFECTIVE DATE.**

WHEREAS, the City of Dayton, Dayton Independent School District, and Liberty County (collectively, the “Taxing Units”) hold certain real property in trust as a result of delinquent tax foreclosure proceedings pursuant to Chapter 34 of the Texas Tax Code; and

WHEREAS, the Taxing Units have received an offer for the purchase of such delinquent tax trust property as described below:

| Property ID No. | Property Description                                                                                                             | Offeror     | Offer Amount |
|-----------------|----------------------------------------------------------------------------------------------------------------------------------|-------------|--------------|
| 46828           | 24.8756% Undivided Interest, 12.06 Acres, Lot 1, Block 42 of Liberty Town North League, Abstract No. 356, Liberty County, Texas. | David Gerza | \$15,000.00  |

; and

WHEREAS, City staff has reviewed the offer and recommends acceptance as being in the best interest of the City and the other Taxing Units; and

WHEREAS, the City Council finds that the proposed sale complies with applicable provisions of the Texas Tax Code governing the disposition of tax-trust property;

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

**Section 1. Approval of Sale.** The City Council hereby approves the offer of \$15,000.00 from David Gerza for the purchase of the above-described delinquent tax trust property.

**Section 2. Authorization to Convey.** The Mayor, City Manager, or their designees are hereby authorized to execute any and all deeds, closing statements, and other documents necessary to complete the conveyance of the property on behalf of the City of Dayton, subject to approval as to form by the City Attorney.

**Section 3. Distribution of Proceeds.** Proceeds of the sale shall be distributed among the Taxing Units in accordance with the Texas Tax Code and existing interlocal agreements.

**Section 4. Effective Date.** This Resolution shall take effect immediately upon adoption.

PASSED AND APPROVED this \_\_\_\_ day of \_\_\_\_\_, 2026.

CITY OF DAYTON, TEXAS

\_\_\_\_\_  
Martin Mudd, Mayor

ATTEST:

\_\_\_\_\_  
Jennifer Perkins, City Secretary

We have an offer on the following property:

Account numbers: 003700-000493-002 PIDN: 46828

PROPERTY DESCRIPTION

Being an undivided 24.8756000000% interest in approximately 12.06 acres situated in Lot 1, Block 42 of the Liberty Town North League, Abstract No. 356, Liberty County, Texas, and being further described in Volume 219, Page 64 in the Deed Records of Liberty County, Texas.

OFFEROR: DAVID GERZA (936)346-5155

|           |                |                     |   |            |
|-----------|----------------|---------------------|---|------------|
| Tax Owed: | Dayton ISD     | <u>\$ 15,955.64</u> | = | <u>50%</u> |
|           | Liberty County | <u>\$ 7,929.40</u>  | = | <u>25%</u> |
|           | City of Dayton | <u>\$ 8,041.84</u>  | = | <u>25%</u> |

Total Taxes Owed \$ 31,926.88

|                           |                    |                      |
|---------------------------|--------------------|----------------------|
| Offer:                    | <u>\$15,000.00</u> |                      |
| Less Court Costs          | <u>\$ 1,724.00</u> | <u>21DC-TX-00001</u> |
| Publication Fee           | <u>\$500.00</u>    |                      |
| Deed Fee                  | <u>\$29.00</u>     |                      |
| Amount to be distributed: | <u>\$12,747.00</u> |                      |

|                                         |                   |
|-----------------------------------------|-------------------|
| Amount to be received by Dayton ISD     | <u>\$6,373.50</u> |
| Amount to be received by Liberty County | <u>\$3,816.75</u> |
| Amount to be received by City of Dayton | <u>\$3,186.75</u> |

Per Cent recovered by Dayton ISD, Liberty County and the City of Dayton 40%

CAD Value : \$241.00

Percent of CAD Value Recovered: 52%

# RESALE OFFER INFORMATION FORM

## Buyer Information

Name: David and Denise Gerza  
 Address: 602 Tram  
Dayton, Tx 77535  
 Phone number: 936-346-5155

## Property Information

Suit # TX20105576  
 Account # 46828  
 Legal Description: Dayton, Block 42, Lot 1 Acres 12.06  
undivided interest 24.8756%

## Proposed Bid Information

Amount of Bid \$ 15,000.00  
 A Publication fee of \$300.00, \$34.00 for fee to file the deed and the amount of Court Costs will be deducted from this figure first and then the remaining amount is the figure to be distributed to the taxing authorities.

**\*\*The acceptance of this proposed bid sheet does not warranty nor guarantee that the proposed bid will be approved by the taxing entities\*\***

Return completed form to:

Mike Fielder  
 Attorney At Law  
 108 W. Clayton  
 P.O. Box 1265  
 Dayton, TX 77535

Phone (936) 258-5536, Fax: (936) 258-5508, email: karle@texasriverslaw.com

Raid 12/18



## TERMS OF OFFER TO PURCHASE



I understand and agree that if this offer to purchase is accepted by all involved taxing authorities, a contract for such purchase by me will have been completed and I will become fully obligated to complete such purchase.



I understand and agree that said tax lien foreclosure interest will be deeded to me on a "quit-claim" basis with no warranties, express or implied. I understand and agree that it is my responsibility to fully investigate said property as to its completeness of title, size, location, and state of the property prior to my offer to purchase the same, and that none of the involved taxing authorities has made any representations or guaranties as to such state of the title or of the property.



I understand and agree that by tendering this offer to purchase said property, I fully agree to accept the property interest "as is", with no representations or warranties whatsoever on the part of the taxing authorities, and understand that such interest may represent full title, part title, or no title to said property.



I understand and agree that for any of several reasons a title insurance agency or underwriter may decline to insure the title to the property for the purchase of a sale or a loan for an extended period of time.



Further, I understand and agree that my purchase of said property interest will be final and that the taxing authorities cannot refund the purchase price of said property because of any flaw in its title, location, size or state of the property and that neither the taxing authorities nor their attorneys can give me legal advice or opinions as to the same.



In addition, I understand and agree to accept the property subject to any existing right of redemption granted by law in the former owner(s) or occupiers of the property.



Further, I understand and agree that if improvements are made to the property during the redemption period I may not be able to recover their value.



I have read and understand the above terms and under the same do offer to purchase said property for the total purchase price stated.

Signed this the 6<sup>th</sup> day of December, 20 25.

Please print:

Name:

David Gerza, Denise Gerza

Address:

602 Tram, Dayton, Tx 77535

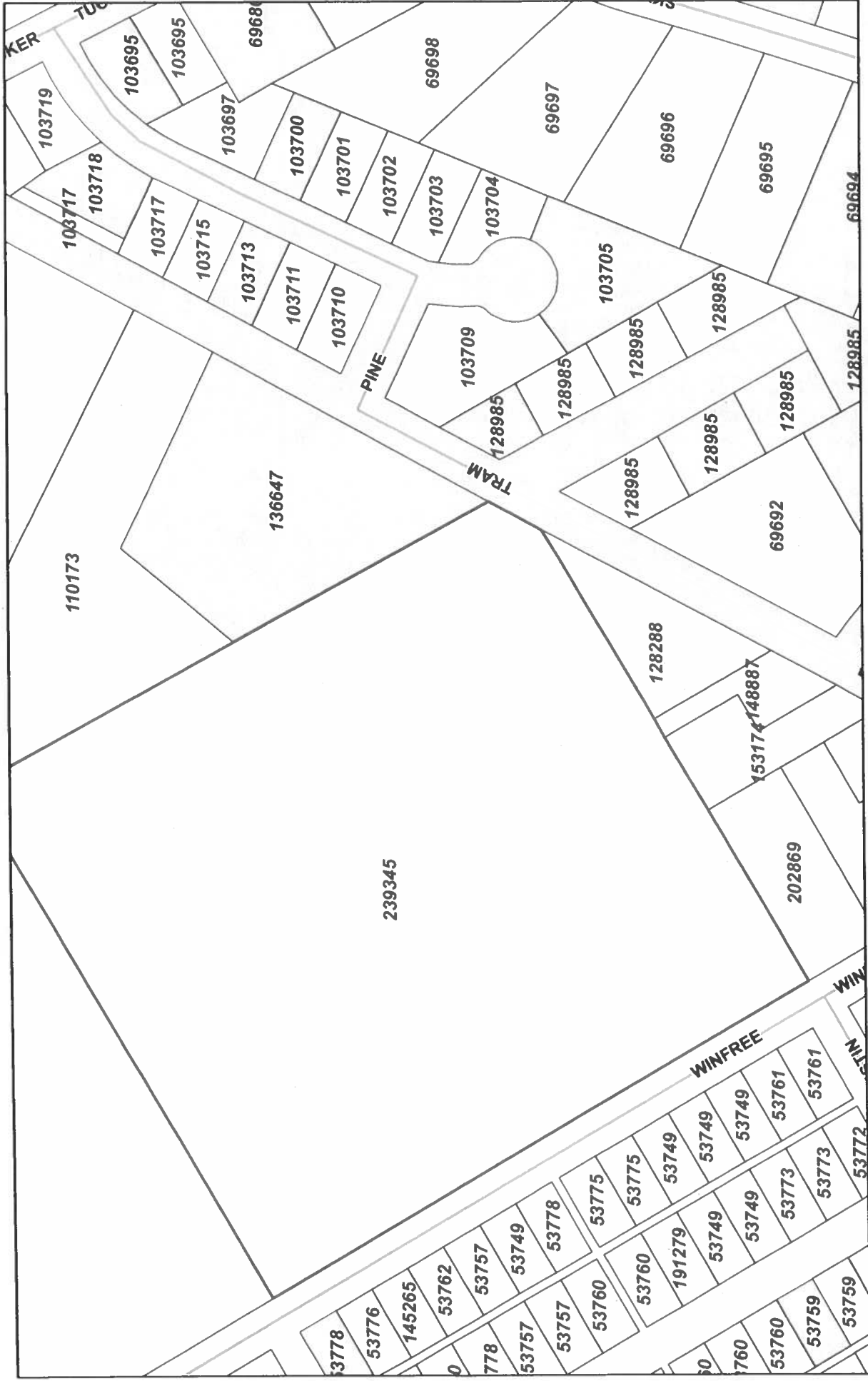
Phone No.:

936-346-5155

Email:

muledeer83@yahoo.com

# Liberty CAD Web Map



1/12/2026, 11:28:52 AM



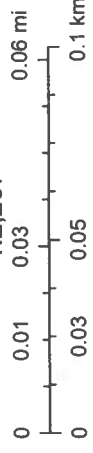
Parcels

Road Centerline



Abstracts

1:2,257



**DEED UNDER ORDER OF SALE IN TAX SUITS**

\*\*\*\*\*

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFER AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

(Language pursuant Section 11.008 of the Texas Property Code)

Date: November 1, 2022

Grantor: Sheriff Bobby Rader, Liberty County, Texas

Grantee(s): Dayton Independent School District, Trustee, for itself, and for the City of Dayton, Liberty County Hospital District #1 and Liberty County

Consideration/High Bid: Taxes, penalties, interest, and cost owing.

Land and Premises: Being an undivided 24.8756000000% interest in approximately 12.06 acres situated in Lot 1, Block 42 of the Liberty Town North League, Abstract No. 356, Liberty County, Texas, and being further described in Volume 219, Page 64 in the Deed Records of Liberty County, Texas (Account No.: 003700-000493-002) (PIDN 46828).

LCAD Numbers: (Account No. 003700-000493-002) (PIDN 46828)

Sheriff: Sheriff Bobby Rader, Liberty County, Texas

Order of Sale in Tax Suit: That Order of Sale Issued on September 16, 2022, out of the 75<sup>th</sup> Judicial District Court of Liberty County, Texas, pursuant to a judgment and decree of sale in Cause No. TX20105576; Dayton Independent School District vs. Estate of Haywood Walker, Deceased rendered on: August 2, 2022.

Newspaper: Liberty Vindicator  
Dates of publications: October 6, 2022, October 13, 2022, and October 20, 2022

Levy Date: September 20, 2022

Defendant(s): Estate of Haywood Walker, Deceased

Date of Sale: November 1, 2022, being the first Tuesday of the month therein.

By virtue of that certain Order of Sale described above and further directed and delivered to me as Sheriff on the above stated Levy Date, commanding me to seize and sell the land and premises described in the Order of Sale, I did advertise for sale the said land and premises described in the Order of Sale, by having a notice of the sale published in the English language once a week for three consecutive weeks preceding the Date of Sale in the above-described Newspaper, a newspaper published in Liberty County, Texas, the first publication appearing not less than twenty days immediately preceding the day of the sale, containing a statement of the authority by virtue of which the sale is to be made, time and place of sale; also a brief description of the property to be sold by stating the number of acres and the original survey; if the property was located in a platted subdivision or addition the name by which the land is generally known with reference to that subdivision or addition; or by adopting the description of the land as contained in the judgment. Also, a copy of the Notice of Sale was mailed to the last known address of the above-named Defendant(s).

On the Date of Sale stated above, between the hours of ten o'clock a.m. and four o'clock p.m., I offered the above-described land and premises at public venue in the County of Liberty, State of Texas, at the door of the Courthouse of said Liberty County, Texas, and said land and premises were struck off to the taxing units, for the sum stated above.

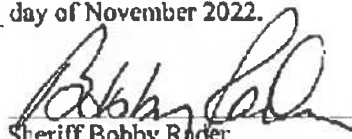
Accordingly, and in consideration that no monies were received nor exchanged, which is hereby acknowledged, I hereby convey to the Grantee(s) all the right title and interest owned by the Defendants in the property described above.

This deed is given expressly subject to the right of Defendant's to redeem the land and premises within the time and in the manner provided by law.

This deed is without warranty of any kind, either expressed or implied.

This instrument was prepared from information furnished by the parties to this suit and no examination has been made and no opinion has been given by the office preparing this instrument as to the title or the description of the property involved except as herein above stated.

IN TESTIMONY WHEREOF, I have hereunto set my hand, this 17 day of November 2022.

  
 Sheriff Bobby Rader  
 Liberty County, Texas

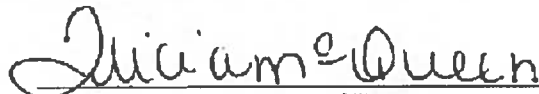
THE STATE OF TEXAS

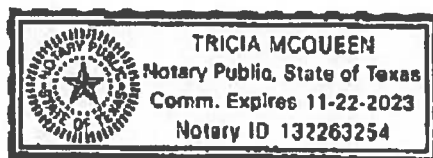
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§  
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COUNTY OF LIBERTY

BEFORE ME, the undersigned Notary Public in and for the State of Texas, on this day personally appeared Sheriff Bobby Rader, Liberty County, Texas, known to be to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same as Sheriff Bobby Rader, Liberty County, Texas, for the purposes and consideration, and in the capacity therein expressed.

GIVEN under my hand and seal of office, this 17 day of November 2022.

  
 NOTARY PUBLIC, State of Texas



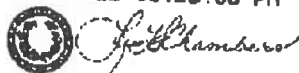
Return To:  
 Davis, Fielder & Randolph, PLLC  
 Mr. Mike Fielder  
 P. O. Box 1265  
 Dayton, TX 77535-1265  
 Cause No. TX20105576

THE STATE OF TEXAS

COUNTY OF LIBERTY

I hereby certify that this instrument was FILED on the date and the time stamped hereon by me and was duly RECORDED in the Records of Liberty County, Texas.

2022060050 DEED  
 12/15/2022 03:29:38 PM Total Fees: \$0.00



Leo Haidusek Chambers, County Clerk  
 Liberty County, TX





TO: Martin Mudd

FROM: Murphy Green

RE: Consider with possible action on Resolution No. R2026-18 approving the purchase of an excavator by the Public Works Department.

DATE: February 9, 2026

COMMENTS:

This approves the purchase of a 2026 Caterpillar Excavator for the Public Works Dept.

AVAILABLE FUNDING:

Budgeted Item

ACTION REQUESTED:

Approve Resolution No. R2026-18, as presented.

ATTACHMENTS:

[R2026-18 Public Works Excavator Purchase.pdf](#)

[308 GJ301122 Sourcewell Contract 1.20.26.pdf](#)

**RESOLUTION NO. R2026-18**

**City of Dayton**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DAYTON, TEXAS, APPROVING THE PURCHASE OF A 2026 CATERPILLAR EXCAVATOR FOR THE PUBLIC WORKS DEPARTMENT FROM MUSTANG MACHINERY COMPANY, LLC D/B/A MUSTANG CAT THROUGH THE SOURCEWELL COOPERATIVE PURCHASING PROGRAM; AUTHORIZING EXECUTION OF NECESSARY DOCUMENTS; AND PROVIDING AN EFFECTIVE DATE.**

WHEREAS, the City of Dayton Public Works Department has identified the need for the acquisition of an excavator to support drainage, streets, utilities, and other municipal operations; and

WHEREAS, Mustang Machinery Company, LLC d/b/a Mustang Cat has submitted a proposal for the purchase of a 2026 Caterpillar excavator meeting the operational needs of the City; and

WHEREAS, the purchase is made through the Sourcewell Cooperative Purchasing Program, a governmental purchasing cooperative authorized under Texas law, thereby satisfying competitive procurement requirements; and

WHEREAS, City staff recommends approval of the purchase in the amount of \$156,098.57; and

WHEREAS, the City Council finds that the purchase is necessary for the efficient provision of public services and that the procurement is consistent with applicable purchasing laws and policies;

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

**Section 1. Approval of Purchase.** The City Council hereby approves the purchase from Mustang Machinery Company, LLC d/b/a Mustang Cat, through the Sourcewell Cooperative Purchasing Program, of a 2026 Caterpillar 308 series excavator with standard attachments and related equipment for use by the Public Works Department, in the total amount of \$156,098.57.

**Section 2. Authorization.** The City Manager, or his designee, is authorized to execute all purchase documents, cooperative purchasing documents, financing documents (if applicable), and related instruments necessary to complete the acquisition and to issue payment in the approved amount.

**Section 3. Funding.** Payment for the equipment shall be made from lawfully budgeted Public Works funds or other authorized sources.

**Section 4. Effective Date.** This Resolution shall take effect immediately upon adoption.

PASSED AND APPROVED this \_\_\_\_ day of \_\_\_\_\_, 2026.

CITY OF DAYTON, TEXAS

\_\_\_\_\_  
Martin Mudd, Mayor

ATTEST:

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Jennifer Perkins, City Secretary

|                                              |                     |                                                                                                                        |            |                               |              |
|----------------------------------------------|---------------------|------------------------------------------------------------------------------------------------------------------------|------------|-------------------------------|--------------|
| <div>MUSTANG CAT</div>                       |                     | <div>New Machine Sales Agreement</div>                                                                                 |            | <div>MUSTANG CAT Rental</div> |              |
| REF# Q-41174                                 |                     | MUSTANG MACHINERY COMPANY, LLC. D/B/A MUSTANG CAT, 12800 NORTHWEST FREEWAY, HOUSTON TX 77040   PHONE: (800) 256 - 1001 |            |                               |              |
| SOLD TO                                      | CUSTOMER            | City Of Dayton                                                                                                         | SHIP TO    |                               |              |
|                                              | STREET ADDRESS      | 117 Cook                                                                                                               |            |                               |              |
|                                              | CITY/STATE          | Dayton/TX                                                                                                              |            | /                             |              |
|                                              | POSTAL CODE         | 77535                                                                                                                  |            |                               |              |
|                                              | COUNTY/ COUNTRY     |                                                                                                                        |            |                               |              |
|                                              | PHONE NUMBER        | 936-402-9977                                                                                                           |            |                               |              |
|                                              | EMAIL               | mgreen@daytontx.org                                                                                                    |            |                               |              |
|                                              | CUSTOMER CONTACT    | EQUIPMENT Murphy Green                                                                                                 | F.O.B. AT: |                               |              |
|                                              |                     | PRODUCT                                                                                                                |            |                               |              |
|                                              |                     | SUPPORT                                                                                                                |            |                               |              |
|                                              | INDUSTRY CODE       |                                                                                                                        | SHIP VIA:  |                               |              |
|                                              | PRINCIPAL WORK CODE |                                                                                                                        |            |                               |              |
| CUSTOMER NUMBER: 0587700                     |                     | SALES TAX EXEMPTION NUMBER (IF APPLICABLE):                                                                            |            | CUSTOMER PO NUMBER:           |              |
| DESCRIPTION OF EQUIPMENT ORDERED / PURCHASED |                     |                                                                                                                        |            |                               |              |
| MAKE: Caterpillar                            |                     | MODEL: 308-08 RB                                                                                                       |            | YEAR: 2026                    |              |
| ID NUMBER: 25NE5284                          |                     | SERIAL NUMBER: 0GJ301122                                                                                               |            | SMU: 0                        |              |
| 308                                          | 308-08 RB           |                                                                                                                        |            |                               |              |
| 25NE5284                                     | 25NE5284            |                                                                                                                        |            |                               | \$151,269.30 |
| BELT, SEAT 76MM (3") RETRACTABLE             | 510-6085            |                                                                                                                        |            |                               | \$0.00       |
| BELT AS-SEAT                                 | 595-1980            |                                                                                                                        |            |                               | \$0.00       |
| ALARM, TRAVEL                                | 511-6157            |                                                                                                                        |            |                               | \$0.00       |
| STRAP-CABLE                                  | 204-1611            |                                                                                                                        |            |                               | \$0.00       |
| HARNESS AS                                   | 511-6208            |                                                                                                                        |            |                               | \$0.00       |
| ALARM AS-BAC                                 | 454-8480            |                                                                                                                        |            |                               | \$0.00       |
| SCREW                                        | 9X-2045             |                                                                                                                        |            |                               | \$0.00       |
| MONITOR NEXT GEN, ADVANCED, CR               | 511-6177            |                                                                                                                        |            |                               | \$0.00       |
| LIGHTS, LED                                  | 511-6217            |                                                                                                                        |            |                               | \$0.00       |
| BOOM, SWING                                  | 512-2573            |                                                                                                                        |            |                               | \$0.00       |
| LINES, BOOM                                  | 514-8055            |                                                                                                                        |            |                               | \$0.00       |
| LINES, STICK                                 | 514-8067            |                                                                                                                        |            |                               | \$0.00       |
| LINES, QC, LNG STK, 3 LINE                   | 516-1613            |                                                                                                                        |            |                               | \$0.00       |
| CONTROL, QC, 3 LINE                          | 520-0778            |                                                                                                                        |            |                               | \$0.00       |
| CAT KEY, WITH PASSCODE OPTION                | 522-6460            |                                                                                                                        |            |                               | \$0.00       |
| FILM-KEY SWITCH                              | 218-0651            |                                                                                                                        |            |                               | \$0.00       |
| SWITCH AS-ST                                 | 467-8535            |                                                                                                                        |            |                               | \$0.00       |
| INSTRUCTIONS, CANADA                         | 523-9613            |                                                                                                                        |            |                               | \$0.00       |
| FILM, AM-NORTH                               | 504-1365            |                                                                                                                        |            |                               | \$0.00       |
| NO EXTRA COUNTERWEIGHT                       | 538-2663            |                                                                                                                        |            |                               | \$0.00       |
| SOFTWARE, PROPORTIONAL CONTROL               | 557-1709            |                                                                                                                        |            |                               | \$0.00       |
| SOFTWARE, STICK STEER CONTROL                | 557-1710            |                                                                                                                        |            |                               | \$0.00       |
| SOFTWARE, 2 WAY CONTROL                      | 557-1711            |                                                                                                                        |            |                               | \$0.00       |
| SOFTWARE, CODED START                        | 557-1713            |                                                                                                                        |            |                               | \$0.00       |
| LINKAGE, BUCKET W/ LIFTING EYE               | 568-1567            |                                                                                                                        |            |                               | \$0.00       |
| ELECTRICAL ARR, C2.8 HRC                     | 603-3473            |                                                                                                                        |            |                               | \$0.00       |
| ENGINE, EPA TIER 4 FINAL                     | 605-2460            |                                                                                                                        |            |                               | \$0.00       |
| EOU HOUSE SWING COVER, 8T                    | 605-3340            |                                                                                                                        |            |                               | \$0.00       |
| WIRING GP                                    | 604-0125            |                                                                                                                        |            |                               | \$0.00       |
| COVER GP                                     | 605-3336            |                                                                                                                        |            |                               | \$0.00       |
| PLUG GP                                      | 605-3339            |                                                                                                                        |            |                               | \$0.00       |
| 308 08A CR MINI EXCAVATOR                    | 605-5045            |                                                                                                                        |            |                               | \$0.00       |
| HEATER, WATER JACKET                         | 628-6162            |                                                                                                                        |            |                               | \$0.00       |
| HARNESS AS                                   | 321-6069            |                                                                                                                        |            |                               | \$0.00       |
| HEATER-JW                                    | 510-4361            |                                                                                                                        |            |                               | \$0.00       |
| TIE                                          | 7K-1181             |                                                                                                                        |            |                               | \$0.00       |
| TIE                                          | 7K-1181             |                                                                                                                        |            |                               | \$0.00       |
| HARNESS AS                                   | 382-8740            |                                                                                                                        |            |                               | \$0.00       |
| INSTRUCTIONS, ANSI                           | 639-5455            |                                                                                                                        |            |                               | \$0.00       |
| FILM GP-ANSI                                 | 639-5464            |                                                                                                                        |            |                               | \$0.00       |
| FILM GP                                      | 639-5465            |                                                                                                                        |            |                               | \$0.00       |
| FILM GP                                      | 642-0677            |                                                                                                                        |            |                               | \$0.00       |
| CAMERA, REAR VIEW                            | 646-6465            |                                                                                                                        |            |                               | \$0.00       |
| STD BLADE, STD U/C, RUBBER TRK               | 646-7211            |                                                                                                                        |            |                               | \$0.00       |
| TRACK, 18", RUBBER BELT                      | 514-0886            |                                                                                                                        |            |                               | \$0.00       |
| CONTROL, BLADE LEVER                         | 541-4598            |                                                                                                                        |            |                               | \$0.00       |
| BLADE, 90.5", STRAIGHT                       | 640-0394            |                                                                                                                        |            |                               | \$ 317       |

|                                                                          |          |             |
|--------------------------------------------------------------------------|----------|-------------|
| STICK, LONG                                                              | 646-7222 | \$0.00      |
| STICK, LONG W/ THUMB BRACKET                                             | 515-3513 | \$0.00      |
| LINES, AUXILIARY, LONG STICK                                             | 520-0769 | \$0.00      |
| TRAVEL PEDALS                                                            | 541-4573 | \$0.00      |
| AUXILIARY, HAND CONTROL                                                  | 610-8252 | \$0.00      |
| SEAT, MECH SUSP                                                          | 650-7586 | \$0.00      |
| TRIM GP-CAB                                                              | 510-6072 | \$0.00      |
| LINER GP                                                                 | 510-6073 | \$0.00      |
| MTG GP-PLATF -B                                                          | 510-6080 | \$0.00      |
| DUCT GP-AIR -B                                                           | 513-0500 | \$0.00      |
| MTG GP-VALVE                                                             | 543-0098 | \$0.00      |
| FILM GP                                                                  | 562-7442 | \$0.00      |
| CAB GP                                                                   | 650-7583 | \$0.00      |
| LANE 2 ORDER 0 NC                                                        | 0P-9002  | \$0.00      |
| INTEGRATED RADIO V2                                                      | 639-4467 | \$451.36    |
| WASHER-HARD                                                              | 8T-0328  | \$0.00      |
| WASHER                                                                   | 9X-2038  | \$0.00      |
| SCREW                                                                    | 9X-2044  | \$0.00      |
| SCREW-PAN HEAD                                                           | 095-0735 | \$0.00      |
| WASHER                                                                   | 096-0192 | \$0.00      |
| ROD-ANTENNA(                                                             | 515-8094 | \$0.00      |
| CABLE AS                                                                 | 515-8096 | \$0.00      |
| BRACKET-RADIO                                                            | 557-5096 | \$0.00      |
| RADIO GP-AM/FM                                                           | 621-8167 | \$0.00      |
| PRODUCT LINK, CELLULAR PLE643                                            | 628-8023 | \$0.00      |
| SERIALIZED TECHNICAL MEDIA KIT 0 NC                                      | 421-8926 | \$0.00      |
| SHIPPING/STORAGE PROTECTION                                              | 0P-2266  | \$259.35    |
| PACKING, LAST MILE PROGRAM                                               | 0P-4299  | \$0.00      |
| KIT, GRD, FRONT, MESH 0                                                  | 567-4593 | \$3,958.00  |
| MULCHER, HM208 1,078                                                     | 504-6012 | \$28,736.00 |
| THUMB, HYDRAULIC, 7-9T, PG 348                                           | 620-7656 | \$4,903.00  |
| BUCKET-HD, 24", 81 FT3, 7T 392                                           | 295-5952 | \$2,708.00  |
| COUPLER, PG, HYDRDLOCK, 7-9T 206                                         | 485-5302 | \$6,694.00  |
| PINS, BUCKET, 50MM 25                                                    | 308-0324 | \$128.00    |
| KIT, SWITCH, MULCHER, 7-10T NG 11                                        | 557-5072 | \$425.00    |
| KIT, CASE DRAIN, MHE 7-10T NG 6                                          | 609-6155 | \$128.00    |
| Total Machine List Price: \$199,660.01                                   |          |             |
| Dealer Discount: \$46,961.44                                             |          |             |
| Non-Discounted Items:                                                    |          |             |
| Make Ready                                                               |          | \$2,650.00  |
| Freight Charges                                                          |          | \$750.00    |
| Warranty                                                                 |          | \$0.00      |
| Miscellaneous                                                            |          | \$0.00      |
| Quote Notes                                                              |          |             |
| Sourcewell Contract #011723-CAT. COI. Quote valid while inventory lasts. |          |             |

| TRADE-IN EQUIPMENT                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                |                      |                                                                                                                       | TERMS OF SALE |  |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------|----------------------|-----------------------------------------------------------------------------------------------------------------------|---------------|--|
| MODEL: _____                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | YEAR: _____    | SERIAL NUMBER: _____ | <b>SUB TOTAL</b> \$156,098.57                                                                                         |               |  |
| PAYOUT TO: _____                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | AMOUNT: \$0.00 | PAID BY: _____       | HEAVY EQUIPMENT TAX \$0.00                                                                                            |               |  |
| MODEL: _____                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | YEAR: _____    | SERIAL NUMBER: _____ | SALES TAX \$0.00                                                                                                      |               |  |
| PAYOUT TO: _____                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | AMOUNT: _____  | PAID BY: _____       | DOC FEE \$0.00                                                                                                        |               |  |
| MODEL: _____                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | YEAR: _____    | SERIAL NUMBER: _____ | DIESEL SURCHARGE \$0.00                                                                                               |               |  |
| PAYOUT TO: _____                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | AMOUNT: _____  | PAID BY: _____       | <b>TOTAL CASH PRICE</b> \$156,098.57                                                                                  |               |  |
| <p>ALL TRADE-INS ARE SUBJECT TO EQUIPMENT BEING IN "AS INSPECTED CONDITION" BY MUSTANG CAT AT TIME OF DELIVERY. CUSTOMER HEREBY STATES THE ABOVE LISTED EQUIPMENT EMISSIONS HAVE NOT BEEN ALTERED OR CHANGED. CUSTOMER HEREBY SELLS THE TRADE-IN EQUIPMENT DESCRIBED ABOVE TO MUSTANG CAT AND WARRANTS IT TO BE FREE AND CLEAR OF ALL CLAIMS, LIENS, MORTGAGES AND SECURITY INTEREST EXCEPT AS SHOWN ABOVE.</p> <p style="text-align: center;"><b>CUSTOMER VALUE AGREEMENT</b></p> <p>This machine includes a \$998.16 CVA for 500 Hours / 1 Year (whichever comes first; based on invoice date; labor not included).</p> <p style="text-align: center;"><b>EQUIPMENT WARRANTY</b></p> <p>Customer acknowledges that he has received a copy of the manufacturer's warranty and has read and understood said warranty. All used equipment is sold as is where is and no warranty is offered or implied except as specified herein.</p> |                |                      | CASH WITH ORDER \$0.00                                                                                                |               |  |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                |                      | TRADE IN ALLOWANCE \$0.00                                                                                             |               |  |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                |                      | TOTAL DOWN PMT. & TRADE IN ALLOWANCE -                                                                                |               |  |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                |                      | UNPAID BALANCE OF TRADES \$0.00                                                                                       |               |  |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                |                      | <b>Invoice – Downpayment<br/>+ Trade in Allowance</b> \$156,098.57<br><b>TOTAL AMOUNT TO BE FINANCED</b> \$156,098.57 |               |  |

|                      |                                                                                                         |                          |
|----------------------|---------------------------------------------------------------------------------------------------------|--------------------------|
| <b>WARRANTY TERM</b> | 24 Month   2000 Hours Premier Labor+Travel 2H/100M<br>CAT Work Tools Warranty 12 Months/Unlimited Hours | <b>CUSTOMER INITIAL.</b> |
|----------------------|---------------------------------------------------------------------------------------------------------|--------------------------|

IT IS MUSTANG CAT's INTENT THAT THIS AGREEMENT REFLECTS THE FULL AND FINAL TERMS OF THIS TRANSACTION. HOWEVER, DUE TO CHANGING CIRCUMSTANCES, MUSTANG CAT MAY NOT BE ABLE TO HONOR THE EXACT PRICING OR DELIVERY DATES HEREIN. EXAMPLES OF THOSE CIRCUMSTANCES INCLUDE, BUT ARE NOT LIMITED TO, LIMITED PRODUCT AVAILABILITY, EXTENDED LEAD TIMES, AND SUPPLIER PRICING CHANGES. CUSTOMER ACCEPTS AND ACKNOWLEDGES THAT IF MUSTANG CAT IS NOT ABLE TO HONOR THE TERMS OF THIS AGREEMENT, THIS AGREEMENT WILL BE VOIDED, AND BOTH PARTIES RELEASED FROM THIS AGREEMENT'S BINDING EFFECT. VOIDING OF THIS AGREEMENT DOES NOT PREVENT THE PARTIES FROM ENTERING INTO A NEW AGREEMENT, NOR IMPACT OTHER AGREEMENTS AMONG THE PARTIES HERETO.

**DISCLAIMER OF WARRANTIES AND WAIVER OF CLAIMS**

MUSTANG CAT IS NOT A MANUFACTURER OF THE EQUIPMENT. ALTHOUGH MUSTANG CAT MAY ADMINISTER WARRANTIES ISSUED BY THE MANUFACTURER, CUSTOMER ACKNOWLEDGES AND AGREES THAT: (1) ANY EXPRESS WARRANTIES BY THE MANUFACTURER FOR THE EQUIPMENT ARE NOT THE RESPONSIBILITY OF MUSTANG CAT; AND (2) THE MANUFACTURER'S WARRANTY CONTAINS LIMITATIONS AND CUSTOMER MAY INCUR CERTAIN REPAIR, TRANSPORTATION, OR OTHER CHARGES BY MUSTANG CAT WHICH ARE NOT COVERED BY THE MANUFACTURER'S WARRANTY. ANY AND ALL IMPLIED WARRANTIES ARE EXCLUDED.

MUSTANG CAT, BY VIRTUE OF HAVING SOLD THE EQUIPMENT UNDER THIS AGREEMENT, HAS NOT MADE AND DOES NOT MAKE ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AS TO CONDITION, COMPLIANCE WITH SPECIFICATIONS OR REGULATIONS, QUALITY, DURABILITY, SUITABILITY, MERCHANTABILITY, FITNESS FOR USE OR FITNESS FOR A PARTICULAR PURPOSE, OR ANY OTHER WARRANTY WHATSOEVER, EXPRESS OR IMPLIED, WITH RESPECT TO THE EQUIPMENT. MUSTANG CAT IS NOT LIABLE FOR ANY DAMAGES (WHETHER ORDINARY, SPECIAL OR PUNITIVE) ARISING FROM ANY FAILURE OF THE EQUIPMENT TO OPERATE OR THE FAULTY OPERATION OF THE EQUIPMENT, OR THE INSTALLATION, OPERATION, REPAIR OR USE OF THE EQUIPMENT.

**OTHER TERMS AND CONDITIONS**

ADDITIONAL TERMS AND CONDITIONS SET FORTH ON THE REVERSE SIDE HEREOF OR ATTACHED HERETO (AS APPLICABLE) CONSTITUTE AN IMPORTANT PART OF THIS AGREEMENT AND ARE INCORPORATED HEREIN VERBATIM FOR ALL PURPOSES. PLEASE REVIEW SUCH OTHER TERMS AND CONDITIONS BEFORE SIGNING THIS AGREEMENT.

THESE TERMS AND CONDITIONS SUPERSEDE ALL OTHER TERMS AND CONDITIONS PRESENTED BY OR TO CUSTOMER UNLESS PROVIDED IN A DOCUMENT SIGNED BY AN AUTHORIZED REPRESENTATIVE OF BOTH PARTIES AND CONTAINING REFERENCE TO THIS SALES ORDER AGREEMENT.

**THIS AGREEMENT IS SUBJECT TO THE TERMS AND CONDITIONS ATTACHED**

|                                                                             |                                                                                  |
|-----------------------------------------------------------------------------|----------------------------------------------------------------------------------|
| DATE _____<br><br>ORDER RECEIVED BY _____<br>SIGNATURE _____<br>TITLE _____ | DATE _____<br><br>CUSTOMER NAME _____<br>CUSTOMER SIGNATURE _____<br>TITLE _____ |
|-----------------------------------------------------------------------------|----------------------------------------------------------------------------------|



## TERMS AND CONDITIONS

**1. DEFINITION OF MUSTANG:** MUSTANG and Seller are defined as Mustang Machinery Company, LLC. d/b/a MUSTANG CAT, Mustang Rental Services of Texas, LLC. d/b/a MUSTANG RENTAL SERVICES, and their subsidiaries, affiliates and related entities.

**2. AGREEMENT:** This Agreement becomes binding on MUSTANG CAT only upon MUSTANG CAT's execution of this Agreement, and subject to the availability of the equipment from the manufacturer. Customer shall inspect the equipment immediately upon its receipt, and shall be conclusively deemed to have accepted the equipment in good and operating condition unless the customer promptly notifies MUSTANG CAT of any defects, in writing and via telephone. MUSTANG CAT shall have the right, at its option, to either repair or replace the equipment, or terminate this Agreement, in which event the equipment shall be returned to MUSTANG CAT. Delays in delivery shall be excused if caused by any cause beyond the reasonable control of MUSTANG CAT.

**3. TITLE TO EQUIPMENT:** Title to the equipment shall pass to the customer only upon MUSTANG CAT's actual receipt of funds in the total amount of the Purchase Price and other sums due to MUSTANG CAT hereunder.

**4. TAKEN IN TRADE:** Customer does hereby irrevocably sell, assign, transfer and convey possession, ownership and title unto MUSTANG CAT to the Trade-in Equipment described above. Customer warrants that it is the sole owner of the Trade-in Equipment, has full power and authority to sell the Trade-in Equipment, and that there is no lien or any encumbrance of any kind or nature against the Trade-in Equipment, of record or otherwise.

**5. TAXES:** Customer shall promptly pay all taxes, fees, transportation and other costs, assessments and all governmental charges of any kind or character, and any penalties, fines or interest thereon relating to the equipment.

**6. CUSTOMER'S WARRANTIES AND USE:** In addition to the other warranties contained herein, customer warrants that (i) if customer is an entity, it is duly organized and validly existing in good standing, and (ii) is duly authorized to execute, deliver, and perform under this Agreement. Customer further agrees and warrants, at its cost, that: (1) the equipment shall at all times be used solely for customer's business and not for personal, family, or household use, and in accordance with the use, and/or instructional materials, solely for the purpose for which it was intended; (2) only customer's employees (who must be skilled, trained and certified to do so) shall use the equipment. Customer hereby further agrees and warrants that (i) any payments made pursuant to this Agreement are intended by the customer to be a contemporaneous exchange for new value given to customer and it is a substantially contemporaneous exchange and (ii) each payment made of a debt incurred by customer under this Agreement is in the ordinary course of business or financial affairs of customer and MUSTANG CAT, and such payment was made in the ordinary course of business or financial affairs of customer and MUSTANG CAT, or made according to ordinary business terms.

**7. SOLE AND EXCLUSIVE REMEDY:** Customer further agrees that his SOLE AND EXCLUSIVE remedy, if any, against MUSTANG CAT, shall be as contained in any express, written warranty applicable hereto. Customer acknowledges that he has received, read, understands and accepts the terms contained herein. The customer agrees that no other remedy (including, but not limited to, claims for INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, OR ANY CAUSE, LOSS, ACTION, CLAIM OR DAMAGE WHATSOEVER OR INJURY TO PERSON OR PROPERTY OR ANY OTHER CONSEQUENTIAL, ECONOMIC OR INCIDENTAL LOSS) shall be available to him.

**8. LOSS AND DAMAGE:** Customer assumes all liability and risk of, and shall be solely responsible for, all damage and loss to the equipment from any cause whatsoever, whether or not such loss or damage is or could have been covered by insurance. Until the equipment is paid in full, Customer shall promptly give MUSTANG CAT written notice of any loss or damage and reimburse MUSTANG CAT for the value of the equipment if damaged or stolen. MUSTANG CAT's sole responsibility for shipments shall be to deliver the equipment to a public carrier company.

**9. SECURITY AGREEMENT:** Unless the product(s) is paid for in full in cash at the time of delivery, MUSTANG CAT retains and customer hereby grants to MUSTANG CAT a security interest in such product(s) within the meaning of the Uniform Commercial Code together with all and any substitutions, additions, or accessions to such product(s), and in any and all proceeds from the sale, exchange or disposal thereof to secure payment of the purchase price of such product(s). Customer, prior to or after delivery, specifically agrees to enter into and execute a financing statement, or statements, and an additional security agreement setting forth the terms and conditions of the Agreement between the parties in relation to the security interest of MUSTANG CAT. Customer further appoints MUSTANG CAT as its attorney-in-fact to execute any such financing statement or security agreement in the place and stead of customer. In the event customer fails to execute any such financing statement or security agreement upon request by MUSTANG CAT, the entire balance of the purchase price shall be at MUSTANG CAT's option become due and payable and customer shall execute any notes or other evidences of indebtedness that may be required by MUSTANG CAT. However, any note taken herewith shall be evidence of customer's obligation to pay the unpaid time balance only and is not to be considered or construed to be payment for the product(s).

**10. EVENTS OF DEFAULT:** The following are events of default by Customer: (1) failure to pay any amount due hereunder or otherwise; (2) Customer's ceasing to do business, becoming insolvent, taking advantage of any law for the relief of debtors or filing bankruptcy, making an assignment for the benefit of creditors; (3) when MUSTANG CAT deems itself insecure with respect to customer's performance; (4) Customer fails to perform any of customer's other obligation hereunder or otherwise; (5) Customer's representation or warranty is false or misleading.

**11. REMEDIES ON DEFAULT:** In the event of any default by customer, MUSTANG CAT is entitled to any one or more of the following remedies, without any notice of default: (a) take possession of the equipment or any other equipment, including enter premises where its located; (b) terminate this Agreement; (c) seek specific performance or injunction or recover damages; (d) stop delivery of the equipment or any other equipment; (e) surrender any insurance policies and receive the unearned premiums; (f) without terminating this Agreement, MUSTANG CAT may take possession of the equipment and sell, relet or otherwise dispose of the equipment as a secured party under UCC and deduct all expenses, costs, reasonable attorneys fees, and other charges incurred by MUSTANG CAT; (g) recover deficiency from customer; and/or (h) perform by itself, or cause performance of, customer's obligation, at customer's cost. In no event shall MUSTANG CAT be required to sell or relet the equipment, nor required to rebate or pay back any gain or profit as a result of leasing the equipment. MUSTANG CAT's remedies hereunder shall not be exclusive, but shall be cumulative and in addition to all other remedies existing at law or in equity.

**12. COLLECTIONS:** In the event any action either to collect payment or enforce the terms and provisions of this agreement becomes necessary, CUSTOMER agrees to pay reasonable cost of collection and attorney's fees to MUSTANG CAT should this matter be placed in the hands of a collection agency or an attorney for collection.

**13. INDEMNITY: CUSTOMER AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS MUSTANG CAT AND MUSTANG CAT'S PARTNERS, EMPLOYEES, AGENTS, REPRESENTATIVES, SUCCESSORS AND ASSIGNS FROM ANY AND ALL CLAIM, EXPENSE, CAUSE OF ACTION, DAMAGE, LIABILITY, COST, PENALTY, TAX, ASSESSMENT, CHARGE, PUNITIVE DAMAGE OR EXPENSE BY REASON OF ANY ACT OR OMISSION OF CUSTOMER OR ITS EMPLOYEES, AGENTS, CONTRACTORS, SUBCONTRACTORS, AFFILIATES OR INVITEES, WHILE THE EQUIPMENT IS IN THE POSSESSION OR UNDER THE CONTROL OF THE CUSTOMER OR ITS AGENTS.**

**14. INSURANCE COVERAGES:** Customer shall maintain Equipment insurance and General Liability insurance, Auto Liability insurance, and Workers Compensation and Employer's Liability Insurance, each with minimum \$1,000,000 per occurrence and shall deliver to MUSTANG CAT a Certificate of Insurance evidencing same. Such insurance obtained by customer shall be primary.

**15. NOTICES:** All notices hereunder shall be in writing and shall be deemed delivered if delivered personally or mailed, by certified mail, return receipt requested, to the respective addresses of the parties set forth above or any other address designated by written notice. By signing this Agreement, customer represents that it has read and agrees to the Terms and Conditions applicable to communications made by MUSTANG CAT to customer by Text or Email and which are found at <https://www.mustangcat.com/legal-notices/>

**16. MISCELLANEOUS:** This Agreement may only be modified by a written agreement signed by MUSTANG CAT. If any provision of this Agreement is hereafter held invalid or unenforceable, the remainder of the Agreement shall not be affected and the provisions are declared severable. If there is more than one customer, the obligations of customers hereunder are joint and several. Subject to the terms hereof, this Agreement shall be binding upon and inure to the benefit of MUSTANG CAT and customer and their respective personal representatives, successors and assigns. This Agreement shall be governed by the laws of Texas, each party hereby irrevocably consents to submit to the exclusive jurisdiction of the courts of the state of Texas in Harris County, Texas. I agree and acknowledge that to the extent equipment is equipped with a telematics system (e.g., Product Link), that data concerning such equipment, including condition, and operation are being transmitted to Caterpillar Inc., and its affiliates. The full privacy statement applicable to the transfer of telematics information, including instructions on how to ask questions about telematics and how to revoke your consent, is available at: <https://www.caterpillar.com/en/legal-notices/data-governance-statement.html>. **THE PARTIES HEREBY WAIVE THEIR RIGHT TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION ARISING OUT OF THIS AGREEMENT OR THE SUBJECT MATTER HEREOF.**



TO: Martin Mudd

FROM: Jennifer Perkins

RE: Consider with possible action on Ordinance No. O2026-5 authorizing municipal participation in regulatory rate proceedings involving Entergy Texas, Inc.

DATE: February 9, 2026

COMMENTS:

This ordinance is authorizing the participation with other Entergy service area cities in matters concerning Entergy Texas at the Public Utility Commission of Texas in 2026; Authorizing the hiring of lawyers and rate experts; Authorizing the city's participation to the full extent permitted by law at the Public Utility Commission of Texas.

AVAILABLE FUNDING:

N/A

ACTION REQUESTED:

Approve Ordinance No. O2026-5, as presented.

ATTACHMENTS:

[2026\\_Annual\\_Ordinance\\_for\\_ETI\\_Proceedings.pdf](#)

[2026 Letter re Annual ETI Ordinance.pdf](#)

ORDINANCE No. O2026-5

AN ORDINANCE OF THE CITY COUNCIL OF DATON, TEXAS, AUTHORIZING PARTICIPATION WITH OTHER ENTERGY SERVICE AREA CITIES IN MATTERS CONCERNING ENTERGY TEXAS, INC. AT THE PUBLIC UTILITY COMMISSION OF TEXAS IN 2026; AUTHORIZING THE HIRING OF LAWYERS AND RATE EXPERTS; AUTHORIZING THE CITY'S PARTICIPATION TO THE FULL EXTENT PERMITTED BY LAW AT THE PUBLIC UTILITY COMMISSION OF TEXAS; FINDING THAT THE MEETING COMPLIES WITH THE OPEN MEETINGS ACT; AND DECLARING AN EFFECTIVE DATE

WHEREAS, Cities have exclusive original jurisdiction over rates, operations, and services of an electric utility in areas in the municipality pursuant to *Tex. Util. Code* § 33.001; and

WHEREAS, Cities have standing in each case before the Public Utility Commission of Texas that relates to an electric utility providing service in the municipality pursuant to *Tex. Util. Code* § 33.025; and

WHEREAS, Entergy Texas, Inc. ("ETI" or "Company") is expected to file rate change requests in various proceedings before the Public Utility Commission of Texas ("Commission") or before municipalities in 2026, which may include (1) a base rate case, (2) rate proceedings or cost adjustments such as a transmission cost recovery rider, a distribution cost recovery rider, a generation cost recovery rider, energy efficiency cost recovery factor, or storm restoration cost or offset true-ups, (3) and various fuel cost refunds or surcharges and reconciliations; and

WHEREAS, Cities have the statutory right to set fair and reasonable rates for both the Company and customers within Cities; and

WHEREAS, Cities are entitled to reimbursement by the utility of their reasonable rate case expenses to participate in cases that are deemed rate proceedings pursuant to *Tex. Util. Code* § 33.023.

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

SECTION 1. The City of Dayton shall participate with other Cities to intervene in ETI's various rate filings related to any base rate adjustment proceedings or cost of service adjustments, the various fuel cost surcharges and reconciliations, and any other interim or incremental surcharge proceedings or surcharge adjustments filed with the Commission or with municipalities in 2026.

SECTION 2. The City of Dayton employs the Lawton Law Firm P.C. to represent the City regarding ETI rate matters before local regulatory authorities and the Commission and authorizes counsel to employ rate experts as are recommended by the Cities' Steering Committee to intervene in rate- or fuel-related proceedings at the Commission concerning ETI's rates charged to Texas customers.

SECTION 3. All such actions shall be taken pursuant to the direction of the Cities' Steering Committee. Cities' Steering Committee shall have authority to retain rate consultants and lawyers. Cities' Steering Committee shall direct the actions of Cities' representatives in the above proceedings. The Steering Committee is directed to obtain reimbursement from ETI of all reasonable expenses associated with participation in said proceedings.

SECTION 4. The meeting at which this Ordinance was approved was in all things conducted in strict compliance with the Texas Open Meetings Act, Texas Government Code, Chapter 551.

SECTION 5. This Ordinance shall be effective from and after the date of its passage.

PASSED by \_\_\_\_\_ vote of the City Council of the City of \_\_\_\_\_, Texas, this \_\_\_\_ day of \_\_\_\_\_ 202\_\_.

THE CITY OF DAYTON, TEXAS

By: \_\_\_\_\_  
Martin Mudd, Mayor

ATTEST:

\_\_\_\_\_  
Jennifer Perkins, City Secretary

# THE LAWTON LAW FIRM, P.C.

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12600 Hill Country Blvd., Suite R-275 • Austin, Texas 78738 • 512/322-0019

January 19, 2026

*Via e-mail*

Mr. Richard G. Baker  
City Attorney – City of Anahuac  
P.O. Box 10066  
Liberty, Texas 77575

Ms. Sharae Reed  
City Attorney – City of Beaumont  
P.O. Box 3827  
Beaumont, Texas 77704

Mr. Kenneth R. Williams  
City Manager – City of Beaumont  
P.O. Box 3827  
Beaumont, Texas 77704

Mr. Paul Fukuda  
City Attorney – City of Bridge City  
City Attorney – City of Pine Forest  
260 Rachal  
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Bridge City, Texas 77611

Mr. Scott Swigert  
City Manager – City of Cleveland  
907 E. Houston  
Cleveland, Texas 77327

Ms. Mary Ann Powell  
City Attorney – City of Cleveland  
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2727 Allen Parkway  
Houston, Texas 77019

Ms. Juanita Limon  
City Secretary – City of Cleveland  
907 E. Houston  
Cleveland, Texas 77327

Mr. Gary Scott  
City Attorney – City of Conroe  
P.O. Box 3066  
Conroe, Texas 77305

Mayor Nyla Akin Dalhaus  
City of Cut and Shoot  
P.O. Box 7364  
Cut and Shoot, Texas 77306

Amy L. Wade  
City Secretary – City of Cut and Shoot  
P.O. Box 7364  
Cut and Shoot, Texas 77306

Mayor Martin Mudd  
City of Dayton  
117 Cook Street  
Dayton, Texas 77535

Mr. Derek Woods  
City Manager – City of Dayton  
117 Cook Street  
Dayton, Texas 77535

Mr. Brandon Monk  
City Attorney – City of Groves  
4875 Parker Drive  
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Mr. Kevin Carruth  
City Manager – City of Groves  
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Ms. Tina Paez  
City of Houston Administration & Regulatory  
Affairs Department (ARA)  
611 Walker, 13 th Floor  
Houston, Texas 77002

Ms. Yushan Chang  
City of Houston Legal Department  
P.O. Box 368, Houston, Texas 77001-0368  
City Hall Annex, 4th Floor  
900 Bagby  
Houston, Texas 77002

Mr. Leonard Schneider  
City Attorney – City of Huntsville  
City Attorney – City of Panorama Village  
City Attorney – City of Riverside  
City Attorney – City of Splendora  
Law Offices of Leonard Schneider PLLC  
2261 Northpark Dr., Suite 445  
Kingwood, TX 77339

Mr. Sam Masiel  
Interim City Manager – City of Huntsville  
1212 Ave. M  
Huntsville, Texas 77340

Mr. Brandon Davis  
City Attorney – City of Liberty  
City Attorney – City of Dayton  
1517 Trinity  
Liberty, Texas 77575

Mr. Bryan Kendrick  
City Manager – City of Liberty  
1829 Sam Houston  
Liberty, Texas 77575

Mr. Alan P. Petrov  
City Attorney – City of Montgomery  
Johnson Petrov LLP  
2929 Allen Parkway, Suite 3150  
Houston, Texas 77019

Mr. Richard Tramm  
City Administrator – City of Montgomery  
101 Old Plantersville Road  
Montgomery, TX 77316

Mr. Cary Bovey  
City Attorney – City of Navasota  
Bovey & Cochran, PLLC  
2251 Double Creek Dr., Suite 204  
Round Rock, Texas 78664

Ms. Kristin Gauthier  
Assistant City Manager – City of Navasota  
200 E. McAlpine Street  
Navasota, Texas 77868

Ms. Cheryl Dowden  
Interim City Manager – City of Nederland  
P.O. Box 967  
Nederland, Texas 77627

Mr. Chris Leavins  
City Attorney – City of Nederland  
City Attorney – City of Vidor  
City Attorney – City of West Orange  
P.O. Box 4915  
Beaumont, Texas 77704-4915



Ms. Elizabeth Harrell  
City Secretary – City of Oak Ridge North  
27424 Robinson Road  
Oak Ridge North, Texas 77385

Ms. Heather Neeley  
City Manager – City of Oak Ridge North  
27424 Robinson Road  
Oak Ridge North, Texas 77385

Mr. Guy Goodson  
City Attorney – City of Orange  
GERMER PLLC  
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Beaumont, Texas 77701

Mr. Mike Kunst  
City Manager – City of Orange  
812 North 16<sup>th</sup> Street  
P.O. Box 520  
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Mr. Rodney Price  
City Attorney – City of Rose City  
P.O. Box 310  
Vidor, Texas 77670

Mr. Jerry Hood  
City Administrator – City of Pinehurst  
2497 Martin Luther King Jr. Drive  
Orange, Texas 77630

Mr. Tommy Gunn  
City Attorney – City of Pinehurst  
202 S. Border  
Orange, Texas 77630

Ms. Roxann Cotroneo  
City Attorney – City of Port Arthur  
P.O. Box 1089  
Port Arthur, Texas 77641

Mr. Ronald Burton  
City Manager – City of Port Arthur  
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Port Arthur, Texas 77641

Mr. Lance Bradley  
City Attorney – City of Port Neches  
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Port Neches, Texas 77651

Mr. Andre' Wimer  
City Manager – City of Port Neches  
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Port Neches, Texas 77651

Mr. J. Grady Randle  
City Attorney – City of Roman Forest  
The Randle Law Office Ltd. LLP  
820 Gessner, Suite 1570  
Houston, TX 77024

Ms. Kathie Reyer  
City Administrator – City of Shenandoah  
29955 IH-45 N.  
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Mr. Solomon Freimuth  
City Attorney – City of Silsbee  
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Port Neches, Texas 77651

Ms. DeeAnn Zimmerman  
City Manager – City of Silsbee  
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Silsbee, Texas 77656

Mr. Alex Stelly  
City Attorney – City of Sour Lake  
2615 Calder Ave., Ste. 1070  
Beaumont, Texas 77702

Mr. Jack Provost  
City Manager – City of Sour Lake  
625 Hwy 105 W  
Sour Lake, Texas 77959

Mayor Dorothy Welch  
City Attorney Leonard Schneider  
City of Splendora  
P.O. Box 1087  
Splendora, Texas 77372

Mr. Robbie Hood  
City Manager - City of Vidor  
1395 N. Main St.  
Vidor, Texas 77662-3726

Mayor Randy Branch  
Mayor – City of West Orange  
2700 Western Avenue  
West Orange, TX 77630

Mr. Michael S. Stelly  
City of West Orange, Texas  
2700 Austin Avenue  
West Orange, TX 77630

Ms. Marissa Quintanilla  
City Secretary – City of Willis  
200 N. Bell  
Willis, Texas 77378

Re: **Annual Ordinance Authorizing Municipal Participation in  
Regulatory Proceedings of Entergy Texas, Inc. in 2026**

Dear Steering Committee of Cities located in Entergy Texas, Inc.'s Service Territory:

It is once again time to authorize municipal participation in regulatory rate proceedings involving Entergy Texas, Inc. ("ETI" or "Company") before the Public Utility Commission of Texas ("PUCT" or "Commission"). **Attached for your consideration is a proposed Ordinance to authorize participation in rate proceedings in 2026. Please forward the completed Ordinance to us by email at danlawtonlawfirm@gmail.com and molly@mayhallvandervoort.com.**

In 2025, we participated in several different types of proceedings that ETI initiated with the Commission, summarized below:

- *Application of Entergy Texas, Inc. to Amend Its Certificate of Convenience and Necessity to Construct a Portfolio of Dispatchable Generation Resources.* ETI's application for approval to construct the Legend Power Station and the Lone Star Power Station was approved on December 9, 2025. Together, these plants will add 1207 MW of capacity to serve ETI's customers by mid-2028. In its order, the Commission found that ETI did not adequately evaluate lower-cost alternatives in its planning process. To protect customers from the risk of the projects going over budget, the Commission imposed a cost cap of \$1.6024 billion for the Legend Power Station and \$771.5 billion for the Lone Star Power Station.
- *Application of Entergy Texas, Inc. to Amend Its Certificate of Convenience and Necessity to Construct a Portfolio of Renewable Generation Resources.* ETI withdrew its application for approval to construct two solar facilities and will not go forward with these projects.

- *Application of Entergy Texas, Inc. for Approval of a Resiliency Plan.* In January 2025, the Commission approved Phase I of ETI’s “Texas Future Ready Resiliency Plan,” a comprehensive set of resiliency measures that are intended to improve service reliability for customers and to mitigate system restoration costs after extreme weather events.<sup>1</sup> The projects approved for Phase I are expected to cost approximately \$137 million, but ETI is deferring recovery of these costs until a future proceeding. ETI must file a resiliency plan report annually starting May 1, 2026.
- *Application of Entergy Texas, Inc. for Authority to Reconcile Fuel and Purchased Power Costs.* ETI requested to reconcile the fuel and purchased power expenses it incurred between April 1, 2022 and March 31, 2024. No objections were raised and the application was approved as filed. Pursuant to the Commission’s final order, the Company’s under-recovery balance of approximately \$30 million will be carried forward to the next fuel reconciliation proceeding. As such, rates were not impacted.
- *Application of Entergy Texas, Inc. to Adjust its Energy Efficiency Cost Recovery Factor.* The Energy Efficiency Cost Recovery Rider (“EECRF”) recovers costs related to ETI’s energy efficiency programs. This rider is adjusted annually with the updated rate going into effect on January 1 of each year. The parties reached a settlement agreement that made small adjustments to the Company’s request with a negligible impact on the proposed rates. The Commission approved the settlement agreement on December 12, 2025.
- ETI filed applications to recover costs related to its distribution system (Distribution Cost Recovery Factor or “DCRF”) and its transmission system (Transmission Cost Recovery Factor or “TCRF”). The DCRF applications were uncontested by the Commission Staff and intervening parties and were approved by the Commission. The TCRF application is still pending, but as we do not anticipate any major issues, we expect a final order to be issued in early 2026. The DCRF and TCRF are subject to true-up to prevent the Company from over-recovering its expenses.

Looking forward to 2026, we will continue to participate in the currently pending TCRF proceedings. In addition, several other rate proceedings may be initiated this year:

- ETI’s Orange County Advanced Power Station (“OCAPS”) is on track to start serving customers in summer of 2026. When the Commission approved the OCAPS project in 2023, the cost was projected to be at least \$1.58 billion and possibly as much as \$2.5 billion. We anticipate that the Company will file an application for a Generation Cost Recovery Rider (“GCRR”), which will allow for recovery of plant investment costs as soon as OCAPS goes into service. Like the TCRF and DCRF,

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<sup>1</sup> ETI filed its system resiliency plan pursuant to Public Utility Regulatory Act § 38.078 (Transmission and Distribution System Resiliency Planning by and Cost Recovery for Electric Utilities), which was signed into law in 2023.

the GCRR is an interim cost recovery mechanism that is subject to true-up in the next base rate case.

- By statute, electric utilities must reconcile fuel and purchased power costs at least once every two years.<sup>2</sup> ETI's last fuel reconciliation case was filed in 2024, so ETI is expected to file its next fuel reconciliation case this year.
- The Company is likely to file an additional TCRF and up to two DCRF applications for interim cost recovery of investments made to its transmission and distribution systems.
- The Company is also expected to file its annual application to amend its Energy Efficiency Cost Recovery Factor in May 2026.
- ETI is not required to file its next base rate case until August 2027, but it could opt to file in 2026 instead.<sup>3</sup>

The continued support of each of the Cities in the Steering Committee has been instrumental in the successful regulation of ETI and in maintaining reasonable rates for customers within the Cities. We look forward to each City's continued participation with the Steering Committee in the regulatory process. **Please forward completed Ordinances to us by email at [danlawtonlawfirm@gmail.com](mailto:danlawtonlawfirm@gmail.com) and [molly@mayhallvandervoort.com](mailto:molly@mayhallvandervoort.com).**

If you have any questions or concerns, please call.

Sincerely,

A handwritten signature in black ink, appearing to read "M. J. Lawton", written in a cursive style.

For Daniel J. Lawton

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<sup>2</sup> Public Utility Regulatory Act § 36.203(h).

<sup>3</sup> Public Utility Regulatory Act § 36.212(b)(1).



TO: Martin Mudd

FROM: Jennifer Perkins

RE: Consider with possible action on Ordinance O2026-6 approving amendments to the City of Dayton's Master Fee Schedule.

DATE: February 9, 2026

COMMENTS:

This ordinance amends the City's Master Fee Schedule, Appendix A to the City's Code of Ordinances.

AVAILABLE FUNDING:

N/A

ACTION REQUESTED:

Approve Ordinance No. O2026-6, as presented.

ATTACHMENTS:

[Amend\\_MASTERFEESCHEDULE\\_260209  
O2026-6 Amended Master Fee Schedule.pdf](#)

**CHAPTER 3.000. BUILDING AND CONSTRUCTION****ARTICLE 3.200. Permit Fees****Sec. 3.202. Building permit fees.**

A permit issuance fee of \$30.00 shall be applied to all permits issued under this section, except for permits issued under the following subsections:

- (1) certificate of occupancy;
- (2) demolition permit; and
- (3) fence permit.

(A) The following fee schedule is adopted for all construction:

| <b>COMMERCIAL CONSTRUCTION BASED ON TOTAL VALUATION</b> |                                                                                                                                                       |
|---------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------|
| \$1,000.00 or less                                      | No fee, unless an inspection is required, in which case a \$55.00 fee for each inspection shall be charged.                                           |
| \$1,001.00—\$50,000.00                                  | \$159.50 for the first \$1,000.00 plus \$4.40 for each additional thousand dollars in value or fraction thereof, up to and including \$50,000.00      |
| \$50,001.00—\$100,000.00                                | \$390.50 for the first \$50,000.00 plus \$4.40 for each additional thousand dollars in value or fraction thereof, up to and including \$100,000.00    |
| \$100,001.00—\$1,000,000.00                             | \$632.50 for the first \$100,000.00 plus \$4.40 for each additional thousand dollars in value or fraction thereof, up to and including \$1,000,000.00 |
| \$1,000,001.00 and up                                   | \$2,874.30 for the first \$1,000,000.00 plus \$3.00 for each additional thousand dollars in value or fraction thereof.                                |

| <b>RESIDENTIAL CONSTRUCTION BASED ON SQUARE FEET</b> |            |
|------------------------------------------------------|------------|
| <b>New Construction</b>                              |            |
| Less than 2,000 square feet                          | \$1,320.00 |
| > 2,000 and < 4,000 square feet                      | \$1,675.00 |
| > 4,000 square feet                                  | \$1,784.00 |
| <b>Addition, Accessory, or Interior Remodel</b>      |            |
| Less than 500 square feet                            | \$150.00   |
| > 500 square feet                                    | \$250.00   |
| Residential roofing permit                           | \$75.00    |
| Residential foundation repair permit                 | \$50.00    |

**(B) Plan Review**

A plan review fee shall be paid at the time of submitting plans and specifications for checking. Plan review Consultant fees ~~may be added, if necessary~~ will be added prior to issuance of permit. Such a plan review fee is in addition to the building permit fee listed above.

| <b>COMMERCIAL PLAN REVIEW FEE</b>                      |                                       |
|--------------------------------------------------------|---------------------------------------|
| Commercial Building Plan Review (includes two reviews) | 50% of Commercial Building Permit Fee |
| Each Additional Commercial Building Plan Review        | \$250 + consultant fees, if necessary |
| Commercial Fire Review                                 | Actual Cost of Consultant             |



## Dayton, Texas, Code of Ordinances

## APPENDIX A

## FEE SCHEDULE

|                                                              |                              |
|--------------------------------------------------------------|------------------------------|
| Commercial Consultant Review (includes two reviews)          | Actual Cost of Consultant    |
| <b>COMMERCIAL PLAN REVIEW FEE</b>                            |                              |
| Commercial Civil Review (site) (includes two reviews)        | 003. x Public Infrastructure |
| Commercial Site Review (construction) (includes two reviews) | 003. x Site Construction     |
|                                                              |                              |

|                                                                                                                                                                        |                       |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------|
| <b>RESIDENTIAL PLAN REVIEW FEE</b>                                                                                                                                     |                       |
| Initial Residential Building Plan Review (includes two reviews)                                                                                                        | <del>\$00250.00</del> |
| Additional Residential Building Plan Review (includes two reviews)                                                                                                     | \$250.00              |
| Residential Building Plan Review for Addition or Interior Remodel—applies when additional square footage is less than 50% of existing structure (includes two reviews) | \$125.00              |
| Residential Elevation Plan Review                                                                                                                                      | \$250.00              |

(C) The following fee schedule shall apply when a permit is pulled separately from the building permit in subsection 3.202 (A),:

|                                                                                                                       |                                       |
|-----------------------------------------------------------------------------------------------------------------------|---------------------------------------|
| <b>FLAT FEE PERMIT</b>                                                                                                |                                       |
| Flatwork & Pavement permit (sidewalks, parking areas, driveways, etc.)                                                | \$110.00 per 3000 square foot of area |
| Residential driveway permit                                                                                           | \$110.00                              |
| Solar Panels installation permit                                                                                      | \$55.00                               |
| Generator installation permit                                                                                         | \$110.00                              |
| Certificate of Occupancy (existing building or premises when there is a change in occupants or a change of occupancy) | \$55.00                               |

(D) In addition to the fee schedule adopted in subsection 3.202 (A), the following fee schedule shall also apply:

|                                      |                                                                 |
|--------------------------------------|-----------------------------------------------------------------|
| Re-Inspection Fee                    | \$70.00                                                         |
| Fire inspection Fee                  | Actual Cost of Consultant                                       |
| Investigation Fee (unpermitted work) | \$250.00 minimum or double the permit fee, whichever is greater |
| Voluntary Site Inspection Fee        | \$55.00                                                         |
| Demolition Permit - Residential      | \$55.00                                                         |
| Demolition Permit - Commercial       | \$110.00                                                        |
|                                      |                                                                 |

|                         |          |
|-------------------------|----------|
| <b>SIGN PERMIT</b>      |          |
| Temporary Sign          | No Fee   |
| Permanent Attached Sign | \$75.00  |
| Permanent Detached Sign | \$150.00 |

|                                                                      |                                                                                                                               |
|----------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------|
| <b>PLACEMENT OF ANY ACCESSORY OR SECONDARY BUILDING OR STRUCTURE</b> |                                                                                                                               |
| Two hundred square feet and under                                    | No Charge                                                                                                                     |
| Two hundred and one to 500 square feet                               | \$27.50                                                                                                                       |
| Five hundred and one square feet and above                           | The fee shall be determined using the commercial and residential building permit fee schedules set out in section 3.202 above |

## **ORDINANCE NO. O2026-6**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF DAYTON, TEXAS, AMENDING CERTAIN PROVISIONS OF THE CITY'S MASTER FEE SCHEDULE, APPENDIX A TO THE CITY'S CODE OF ORDINANCES, AS SET FORTH IN EXHIBIT 1; PROVIDING FOR REPEAL OF CONFLICTING PROVISIONS; PROVIDING A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.**

WHEREAS, the City Council of the City of Dayton is vested with the authority to adopt, adjust, and amend municipal fees and charges as necessary to promote the efficient administration of City services; and

WHEREAS, the City's Master Fee Schedule requires periodic amendment to reflect changes in costs, policies, and operational needs; and

WHEREAS, the City Council finds that the amendments to specific portions of the Master Fee Schedule attached hereto as Exhibit 1 are reasonable and necessary to protect the public health, safety, and welfare;

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

**SECTION 1. Amendment of Master Fee Schedule.** Those portions of the City of Dayton Master Fee Schedule contained in Appendix A to the City's Code of Ordinances are hereby amended as set forth in Exhibit 1 attached hereto and incorporated herein for all purposes. All provisions of Appendix A not expressly amended by Exhibit 1 shall remain in full force and effect.

**SECTION 2. Authority to Assess Fees.** The City is authorized to assess and collect fees in accordance with Appendix A as amended by Exhibit 1.

**SECTION 3. Severability.** The provisions of this Ordinance are severable. If any section, subsection, sentence, clause, or phrase of this Ordinance is held invalid, such invalidity shall not affect the remaining portions, which shall remain in full force and effect.

**SECTION 4. Repealer.** All ordinances or parts of ordinances in conflict with the provisions of this Ordinance are hereby repealed only to the extent of such conflict.

**SECTION 5. Open Meetings.** It is hereby officially found and determined that the meetings at which this Ordinance was introduced and passed were open to the public and that public notice of the time, place, and purpose of said meetings was given as required by law.

**SECTION 6. Effective Date.** This Ordinance shall take effect immediately upon its passage.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Dayton,  
this the \_\_\_\_\_ day of \_\_\_\_\_, 2026.

CITY OF DAYTON, TEXAS

\_\_\_\_\_  
Martin Mudd, Mayor

ATTEST:

\_\_\_\_\_  
Jennifer Perkins, City Secretary

# EXHIBIT

# 1



TO: Martin Mudd

FROM: Brandon Davis

RE: Consider with possible action on Resolution No. 2026-25, a resolution scheduling a public hearing on May 18, 2026 for updates to the land use assumptions, capital improvements plan and impact fees for water and wastewater facilities; directing the City Secretary to publish notice of said public hearing and directing the Impact Fee Advisory Committee to make a recommendation on the Impact Fee Report per guidelines from TLGC Chapter 395.

DATE: February 9, 2026

COMMENTS:

We will need to schedule a public hearing on May 18, 2026 for updates to the land use assumptions, capital improvements plan, and impact fees for water and wastewater facilities. The Impact Fee Advisory Committee will need to make a recommendation on the Impact Fee Report per guidelines from TLGC Chapter 395.

AVAILABLE FUNDING:

N/A

ACTION REQUESTED:

Approve Resolution No. R2026-25, as presented.

ATTACHMENTS:

[R2026-25 impact fee hearing resolution.pdf](#)

**RESOLUTION NO. R2026-25**

**City of Dayton**

**A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF DAYTON, TEXAS, A HOME RULE MUNICIPALITY EXISTING UNDER THE LAWS OF THE STATE OF TEXAS, SETTING A PUBLIC HEARING ON MAY 18, 2026 FOR UPDATES TO THE LAND USE ASSUMPTIONS, CAPITAL IMPROVEMENTS PLAN AND IMPACT FEES FOR WATER AND WASTEWATER; DIRECTING THE CITY SECRETARY TO PUBLISH NOTICE OF SAID PUBLIC HEARING AND DIRECTING THE IMPACT FEE ADVISORY COMMITTEE TO MAKE A RECOMMENDATION ON THE IMPACT FEE REPORT PER GUIDELINES FROM TLGC CHAPTER 395.**

**WHEREAS**, the City of Dayton previously adopted water and wastewater impact fees based on its capital improvement plan; and

**WHEREAS**, Texas law requires cities to update their capital improvement plans and reauthorize impact fees on a regular basis; and

**WHEREAS**, the City of Dayton hired the engineering firm of Freese and Nichols to review the City's utility infrastructure and to prepare a revised capital improvement plan; and

**WHEREAS**, based on the findings in the revised CIP the City will need to adopt new impact fees for water and wastewater; and

**WHEREAS**, in accordance with Texas law the City Council must hold a public hearing on the CIP and impact fees; and

**WHEREAS**, the impact fee advisory committee must meet to discuss the CIP and impact fees.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Dayton, Texas, hereby sets a public hearing on May 18, 2026 at 6:00 p.m. for updates to the land use assumptions, capital improvements plan and impact fees for water and wastewater facilities. The public hearing shall be held in the Dayton City Council chambers located at 801 S. Cleveland Street, Dayton, Texas 77535. Furthermore, the City Secretary is directed to publish notice of said public hearing. Lastly, the impact fee advisory committee is directed to meet and make a recommendation on the Impact Fee Report per guidelines from the TLGC Chapter 395.

PASSED AND APPROVED this \_\_\_\_ day of \_\_\_\_\_, 2026.

CITY OF DAYTON, TEXAS

\_\_\_\_\_  
Martin Mudd, Mayor

ATTEST:

\_\_\_\_\_  
Jennifer Perkins, City Secretary





TO: Martin Mudd

FROM: Jennifer Perkins

RE: Executive Session: Texas Government Code 551.071 (Consultation with Attorney)

DATE: February 9, 2026

COMMENTS:

N/A

AVAILABLE FUNDING:

N/A

ACTION REQUESTED:

N/A



TO: Martin Mudd

FROM: Jennifer Perkins

RE: Executive Session: Texas Government Code Section 551.087 (Economic Development)

DATE: February 9, 2026

COMMENTS:

N/A

AVAILABLE FUNDING:

N/A

ACTION REQUESTED:

N/A



TO: Martin Mudd

FROM: Jennifer Perkins

RE: Executive Session: Texas Government Code Section 551.074 (Personnel Matters)

DATE: February 9, 2026

COMMENTS:

N/A

AVAILABLE FUNDING:

N/A

ACTION REQUESTED:

N/A



TO: Martin Mudd

FROM: Brandon Davis

RE: Executive Session: Texas Government Code 551.072 (Deliberation Regarding Real Property)

DATE: February 9, 2026

AVAILABLE FUNDING:

N/A

ACTION REQUESTED:

N/A



TO: Martin Mudd

FROM: Derek Woods

RE: Consider with possible action on Resolution No. R2026-8 approving the sale of DayNet and DayNet related assets.

DATE: February 9, 2026

COMMENTS:

N/A

AVAILABLE FUNDING:

N/A

ACTION REQUESTED:

Approve Resolution No. R2026-8, as presented.



TO: Martin Mudd

FROM: Derek Woods

RE: Consider with possible action on Resolution No. R2026-9 approving a lease agreement for city property.

DATE: February 9, 2026

COMMENTS:

N/A

AVAILABLE FUNDING:

N/A

ACTION REQUESTED:

Approve Resolution No. R2026-9, as presented.





TO: Martin Mudd

FROM: Brandi Williams

RE: Consider with possible action on Resolution No. R2026-22 approving the DYSA Parks Use Contract.

DATE: February 9, 2026

COMMENTS:

This resolution is approving the park use contract with the Dayton Youth Sports Association for 2026. The purpose is to provide use, care, and maintenance of the baseball/softball facilities at Daniel City Park.

AVAILABLE FUNDING:

N/A

ACTION REQUESTED:

Approve or deny Resolution No. R2026-22, as presented.

ATTACHMENTS:

[R2026-22 DYSA Park Use Contract.pdf](#)

[DYSA 2026 Park Use Contract.pdf](#)

## RESOLUTION NO. R2026-22

### City of Dayton

#### **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DAYTON, TEXAS, APPROVING A PARK USE CONTRACT WITH DAYTON YOUTH SPORTS ASSOCIATION (DYSA); AUTHORIZING EXECUTION OF THE CONTRACT ATTACHED AS EXHIBIT “A”; AND PROVIDING AN EFFECTIVE DATE.**

WHEREAS, the City of Dayton (the “City”) owns and maintains certain public park facilities utilized for youth sports and recreational activities; and

WHEREAS, Dayton Youth Sports Association (“DYSA”) is a nonprofit organization that provides organized youth baseball, softball, and related recreational programs serving the children and families of the Dayton community; and

WHEREAS, the City and DYSA have previously operated under annual Park Use Contracts governing the use, maintenance, and scheduling of City athletic facilities; and

WHEREAS, the City Council finds that a multi-year Park Use Contract will promote stability in programming, encourage long-term investment in field maintenance, and enhance recreational opportunities for the citizens of Dayton; and

WHEREAS, the proposed Park Use Contract maintains the existing terms and conditions of prior agreements, with the sole modification being the establishment of a five-year term from January 1, 2026 through December 31, 2030;

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

**Section 1. Approval of Park Use Contract.** The City Council hereby approves the Park Use Contract between the City of Dayton and Dayton Youth Sports Association, attached hereto as Exhibit “A,” for a term commencing January 1, 2026 and ending December 31, 2030, in substantially the form presented to the Council.

**Section 2. Authorization.** The Mayor, City Manager, or their designees are hereby authorized to execute the Park Use Contract attached as Exhibit “A” and any related documents necessary to implement the intent of this Resolution.

**Section 3. Effective Date.** This Resolution shall take effect immediately upon adoption.

PASSED AND APPROVED this \_\_\_\_ day of \_\_\_\_\_, 2026.

CITY OF DAYTON, TEXAS

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Martin Mudd, Mayor

ATTEST:

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Jennifer Perkins, City Secretary

# EXHIBIT A

## DYSA PARK USE CONTRACT

This contract is executed by the CITY OF DAYTON, TEXAS (“CITY”), and the DAYTON YOUTH SPORTS ASSOCIATION (“DYSA”), acting by and through its duly authorized President. The consideration for the execution of this contract is the benefits accruing to each party under the terms of this document.

1.

The purpose of this contract is to provide for the use, management, care and maintenance of the baseball/softball facilities owned by the CITY at the Daniel City Park (“W.R. Parker’s Sports Complex”) located on FM Road 1008 North of the City. With respect to the facilities at the W.R. Parker’s Sports Complex in the Daniel City Park, this contract shall apply only to everything inside the fences, including the fences. This shall include the fields, stands, dugouts, concession stands, and restrooms. The designated area the subject of this contract at Daniel Park is delineated on the park schematic attached to the contract as Exhibit “A”.

2.

This contract shall be for the period from January 1, 2026 – December 31, 2030. DYSA shall submit a request for renewal to the CITY at least sixty (60) days prior to the expiration of this contract.

3.

The following obligations are those of DYSA during the term of this contract. DYSA shall:

- a. DYSA shall pay the CITY a monthly fee of \$300 by the first of each month for use of the fields as specified in this agreement.
- b. Provide all labor and equipment needed for field area maintenance, repairs and mowing. The field area shall include the actual baseball/softball fields (including fences) along with the areas between the fields including the stands, dugouts, concession stands and restrooms. Said area is outlined in the map attached as Exhibit “A”.

- c. DYSA shall be responsible for maintenance and small repairs needed to any HVAC equipment located within the areas shown in Exhibit "A". However, the CITY shall be responsible for major HVAC repairs and necessary HVAC replacements.
- d. DYSA shall provide trash pickup for the entire Exhibit "A" area. Trash pickup, as well as cleaning, shall include the concession stands and restrooms so that the areas retain a neat, attractive look and trash is placed into trash bins properly. DYSA shall be responsible for ensuring that the fields and surrounding areas are kept in a clean and orderly manner. The CITY encourages DYSA to adopt rules or policies to require individual teams to police and clean up their respective areas following each game. In this way, those who leave trash will be obligated to pick it up before leaving, and hopefully this will encourage the proper disposal of trash.
- e. Provide concession stand equipment and inventory as DYSA may elect. DYSA shall pay all expenses with respect to utilization of the concession stands. Likewise, all profits shall be the sole property of DYSA. DYSA shall bear the loss of any of its equipment and/or inventory. DYSA shall clean the inside of the concession stands after each use.
- f. DYSA shall have the authority to use the concession stands for sales at other events that may be scheduled and supervised by DYSA. DYSA shall have no authority to sublease the concession stand. It shall remain the duty of DYSA to clean up the concession stand areas.
- g. Pay all bills for utilities provided to the facilities the subject of this contract.
- h. Close and lock the facilities when any function extends later than any designated City closing time for the park.



- i. Turn off the lights at all fields, concession stands, and restrooms prior to leaving the park. DYSA is also responsible for ensuring that all lights are turned off and facilities are locked when they sublease the facilities to other groups.
- j. Account to the CITY for all keys to facilities. This is to avoid unauthorized access and unauthorized use of keys.
- k. Scheduling use of the facilities shall be handled by DYSA. DYSA will make fields available to all interested parties providing there is not a conflict with a DYSA scheduled event. Use of the facilities/fields shall be free for any City of Dayton residents to use. However, DYSA may charge a fee to any and all non-DYSA teams/clubs that want to use the fields for organized practices, games or events. A charge of seventy-five dollars (\$75.00) per hour, per field will be charged for scheduled events (daytime or nighttime) with a minimum rental time of two (2) hours. The weekend rate for fields shall be \$500 per field which covers Fridays, Saturdays and Sundays. The CITY will be provided and have a schedule of events and uses, including contact information for the scheduling person with DYSA available at the City Hall, so that information may be available to the public on available times for the facilities. The CITY and DYSA shall cooperate so as to have complete schedules available at all times. Should there be scheduling or other conflicts that cannot be resolved between DYSA and any other party, the City Manager's office will resolve the conflict and his/her decision will be final. With regard to any state and/or federal grant requirements, should the Dayton Independent School District need to use the W.R. Parker's Sports Complex, DYSA shall work with them to make necessary arrangements to use such fields. DYSA shall make sure that the fields are unlocked and open so that individuals will have access to the fields. However, it is important to note that any

individual that has reserved a field shall have usage priority over someone that just shows up to play without first scheduling the fields.

- l. DYSA shall have no authority to make any additions or alterations to the facilities without the prior written consent and authorization of the CITY. All improvements and additions made at the park shall become a part of the park where made and shall be the property of the CITY.
- m. Provide mowers, tillers, sprinklers, water hoses, rakes, shovels and tools necessary for the proper care and maintenance of the ballpark facilities.
- n. DYSA shall be responsible for maintaining and repairing all batting cages installed at the park.
- o. DYSA shall have full responsibility for keeping all motorized and vehicular traffic off of common park areas, the granite walking trail and off the concrete walkway through the FM 1008 ballpark facility, with the exception of entry by small vehicles necessary for deliveries and the care and maintenance of the facilities. Under no circumstances shall dump trucks, large delivery trucks or heavy motor vehicles be permitted on the concrete walkway at Daniel Park since access by such vehicles may crack/damage the concrete. Use of vehicles is limited by this contract for safety considerations, and if access is deemed necessary, the least obtrusive route shall be taken.
- p. Maintain in force at all times during DYSA's use of all or any part of the designated facilities insurance coverage on spectators and DYSA participants. Such coverage shall include a minimum ONE MILLION AND NO/100 (\$1,000,000.00) DOLLARS in coverage. The City shall be named as an additional insured on such policy. DYSA shall provide proof of insurance to CITY annually.

- q. Provide to the City, on a monthly or as requested basis, all income and expense information of DYSA including budgets, financial statements, balance sheets, bank statements, registration information, field rental information and other financial information whatsoever concerning DYSA.
- r. In the event this contract is not renewed, DYSA shall remove all its equipment, advertising signs and supplies within thirty (30) days of expiration of this contract.

4.

DYSA shall have the authority to place or cause to be placed advertising signs along the outfield fences of all ball fields. Such signs shall be neatly painted and maintained and shall be a standard size as established by the City Manager. These signs shall be erected pursuant to the directions and specifications of the City Manager. All signs must be pre-approved by the City Manager. All advertising revenues received by DYSA from the erection of the signs shall be used by DYSA to promote and carry out DYSA activities.

5.

The following obligations are those of the CITY during the term of this contract. The City shall:

- a. Provide trash/garbage barrels to be located at such intervals and in such locations as the CITY may elect on the facilities in order to encourage proper trash disposal. DYSA shall be responsible for emptying said trash containers.
- b. Provide dumpsters for disposal of trash picked up by DYSA. Such dumpsters shall be located by the CITY and shall be as close as reasonably possible to the facilities the subject of this contract.
- c. The City will provide regular garbage pickup service for emptying the dumpsters.

- d. The City will provide all maintenance of Daniel's Park outside of the fenced in baseball/softball areas designated on the map in Exhibit "A".

6.

CITY and DYSA shall discuss any future repairs or improvements to the facilities at the park on a case by case basis. Any equipment/fixtures/improvements previously installed or installed in the future by the City shall remain the property of the City and shall only be removed with the City's prior consent. However, this does not remove DYSA's responsibilities regarding maintenance and repairs of said items.

7.

DYSA shall have no authority to sublease or assign any part of this contract to any other person or entity without first receiving the City's prior written permission. DYSA shall have no authority to allow any other person or entity to exercise any control, direction or supervision over the facilities the subject of this contract without first obtaining the City's prior written permission. The concession stand and facilities the subject of this contract shall be under the direct use, control and supervision of DYSA except as otherwise provided by this contract.

8.

This contract shall be administered by the City Manager, who shall report from time to time to the City Council. In the event of breach of this contract by DYSA, the CITY shall have the unilateral authority, at any time, after providing thirty (30) days prior written notice to the President of DYSA, to terminate this contract in its entirety, whereupon DYSA shall have no further right or privilege to the use, possession or occupancy of the designated facilities, and shall promptly remove all of its inventory and equipment there from, including all advertising signs. Both DYSA and CITY shall have the right to cancel this contract, without cause, at any time upon giving the other party ninety (90) days written notice of said termination.

9.

Should any part of this contract conflict with a statute, rule or regulation (including those applicable through the Texas Parks and Wildlife Department), such statutes, rules and regulations shall prevail.

10.

DYSA SHALL INDEMNIFY AND HOLD THE CITY OF DAYTON HARMLESS FROM ANY AND ALL CLAIMS, DEMANDS OR CAUSES OF ACTION ARISING OUT OF OR INCIDENTAL TO DYSA'S USE OF THE PROPERTIES THE SUBJECT OF THIS CONTRACT. SUCH INDEMNITY SHALL EXTEND TO AND INCLUDE THE PAYMENT OF THE CITY'S ATTORNEY'S FEES AND COSTS AS THEY ARE INCURRED BY THE CITY.

EXECUTED IN DUPLICATE ORIGINALS and shall be effective after it is signed by both the CITY and DYSA.

CITY OF DAYTON, TEXAS

By: \_\_\_\_\_  
Martin Mudd, Mayor  
DATE: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Jennifer Perkins, City Secretary

DAYTON YOUTH SPORTS ASSOC.

By: \_\_\_\_\_  
President  
DATE: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Secretary

# EXHIBIT

## A





TO: Martin Mudd

FROM: Brandon Davis

RE: Consider with possible action on Resolution No. R2026-26 regarding appointments to the City of Dayton's Impact Fee Advisory Board.

DATE: February 9, 2026

COMMENTS:

N/A

AVAILABLE FUNDING:

N/A

ACTION REQUESTED:

Appoint members to the City of Dayton's Impact Fee Advisory Board.

ATTACHMENTS:

[R2026-26 impact fee advisory appointment.pdf](#)

**RESOLUTION NO. R2026-26**

**City of Dayton**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DAYTON, TEXAS, APPOINTING AN IMPACT FEE ADVISORY COMMITTEE PURSUANT TO TEXAS LOCAL GOVERNMENT CODE SECTION 395.058; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City of Dayton, Texas (the “City”), is authorized under Chapter 395 of the Texas Local Government Code to impose impact fees to fund capital improvements necessitated by new development; and

**WHEREAS**, Section 395.058 of the Texas Local Government Code requires a political subdivision to appoint a capital improvements advisory committee on or before the adoption of any order, ordinance, or resolution imposing or amending an impact fee under Section 395.042; and

**WHEREAS**, the City Council desires to ensure full compliance with all statutory prerequisites prior to the adoption or amendment of any impact fees;

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

**Section 1. Members.** The Committee shall be comprised of the following members:

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**Section 2. Severability.** If any provision of this Resolution is held invalid, such invalidity shall not affect the remaining provisions, which shall remain in full force and effect.

**Section 3. Effective Date.** This Resolution shall take effect immediately upon adoption.

PASSED AND APPROVED this \_\_\_\_ day of \_\_\_\_\_, 2026.

CITY OF DAYTON, TEXAS

\_\_\_\_\_  
Martin Mudd, Mayor

ATTEST:

\_\_\_\_\_  
Jennifer Perkins, City Secretary



TO: Martin Mudd

FROM: Brandon Davis

RE: Consider with possible action on Resolution R2026-24 authorizing consent to issuance of Liberty County MUD No. 9 Unlimited Tax Road Bonds, Series 2026.

DATE: February 9, 2026

COMMENTS:

Liberty County MUD # 9 has the authority to issue, sell and deliver bonds.

AVAILABLE FUNDING:

N/A

ACTION REQUESTED:

Approve Resolution No. R2026-24, as presented.

ATTACHMENTS:

[R2026-24 Gulf Inland MUD Bond Consent.pdf](#)

**RESOLUTION NO. R2026-6**

**City of Dayton**

**CONSENT RESOLUTION**

WHEREAS, Liberty County Municipal Utility District No. 9 (the “District”), has been legally created and operates pursuant to the general laws of the State of Texas applicable to conservation and reclamation districts and is located within the boundaries of the City of Dayton, Texas (the “City”) and City of Dayton Tax Increment Reinvestment Zone No. 1 (the “Zone”); and

WHEREAS, the District has the authority to issue, sell and deliver Bonds from time to time, for such purposes as provided by the general laws of the State of Texas, including water, sewer, drainage and road purposes; and

WHEREAS, the City, the Zone and CMC Railroad, LLC (and its successors in interest) (the “Company”) entered into the Master Development and Reimbursement Agreement dated December 17, 2018 and as amended October 17, 2022 (the “Reimbursement Agreement”) under which the Company may construct and or finance construction of certain Public Improvements to implement the TIRZ Project Plan and Financing Plan (the “TIRZ Plan”), and the Zone may reimburse the Company for the eligible Project Costs in the TIRZ Plan in accordance with the terms of the Reimbursement Agreement;

WHEREAS, the Company may construct Public Improvements that benefit the entirety of the Zone (the “Zone Improvements”) and certain improvements that benefit the CMC Tract (“CMC Public Improvements”) and may be reimbursed from TIRZ Revenues from the entirety of the Zone or solely the CMC Tract, all as described in the Reimbursement Agreement;

WHEREAS, the City, the Zone and the District entered into the Agreement By and Among the City, the Zone and the District on April 15, 2024 (the “Tri-Party Agreement”) under which the District will facilitate reimbursement to the Company of eligible Project Costs through the issuance of TIRZ Revenue Bonds; and

WHEREAS, pursuant to Article III(C) of the Tri-Party Agreement, the District may issue TIRZ Revenue Bonds only with the consent of City Council and Zone Board in the form of a resolution or ordinance; Now, Therefore,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DAYTON, TEXAS:

Section 1: The facts and recitals set forth in the preamble of this Resolution are hereby found to be true and correct.

Section 2. The District is issuing its \$3,225,000 Unlimited Tax Road Bonds, Series 2026 (the “Bonds”), for the purpose of reimbursing the Company for construction and related costs associated with Rolke Road.

Section 3: Pursuant to the terms of the Reimbursement Agreement and a separate letter agreement dated December 17, 2018, City and Zone have determined that construction and improvements to Rolke Road is a Zone Improvement and is an Eligible Project Cost to be paid from all Tax Increment collected in the Zone.

Section 4: The City hereby consents to the issuance of the Bonds and to the assignment of the Tax Increment in the City TIRZ Fund to the District TIRZ Fund to be used for the payment of the Bonds.

PASSED AND APPROVED this \_\_\_\_ day of \_\_\_\_\_, 2026.

CITY OF DAYTON, TEXAS

\_\_\_\_\_  
Martin Mudd, Mayor

ATTEST:

\_\_\_\_\_  
Jennifer Perkins, City Secretary