NOTICE AND AGENDA OF COUNCIL REGULAR CALLED MEETING
HEATH CITY COUNCIL
200 LAURENCE DRIVE - HEATH, TX 75032
TUESDAY, OCTOBER 28, 2025 at 6:30 PM

1. Call to Order – Regular Meeting, Invocation and Pledge of Allegiance

2. Public Comment

This is an opportunity for the public to address the Council on any matter, except public hearings included on the agenda. Comments related to public hearings will be heard when the specific hearing begins. Public comments are limited to three (3) minutes per speaker, unless the speaker requires the assistance of a translator, in which case the speaker is limited to six (6) minutes, in accordance with applicable law. To address the Council, please sign in prior to the start of the Council Meeting. Each speaker shall approach the podium and state his/her name and street address before speaking. Speakers shall address the governing body with civility that is conducive to appropriate public discussion. Speakers can address only the governing body and not individual city officials or employees. The public cannot speak from the gallery but only from the podium. The Council is not permitted to take action on or discuss any item not listed on the agenda. The Council may: (1) make a statement of fact regarding the item; (2) make a statement concerning the policy regarding the item; or (3) propose the item be placed on a future agenda. (Tex. Govt Code §551.042).

3. Council/City Manager Comments

Regarding Items of Community Interest – Pursuant To Texas Government Code Section 551.0415 The Mayor, Council And City Manager May Report On The Following Items: (1) Expression Of Thanks, Congratulations Or Condolences; (2) Information Regarding Holiday Schedules; (3) Recognition Of Individuals; (4) Reminders About Upcoming City Council Events; (5) Information Regarding Community Events; (6) Announcements Involving Imminent Threat To Public Health And Safety.

4. Consent Agenda

These items consist of non-controversial or "housekeeping" items required by law. Items may be considered individually by any Council member making such request prior to a motion and vote on the Consent Items.

4.a Action regarding the minutes of the October 14, 2025 Regular Meeting.

5. Items for Individual Consideration

5.a Discussion and action regarding Case No. FP-2025-03 for the approval of a final plat creating Lot 1, Block A, Stronghaven Addition by combining two tracts of land (Tract 57 & Tract 58) totaling 19.297-acres, situated in the J. O. Heath Survey, Abstract No. 115, and generally situated at the southeast quadrant of Crisp Road and Myers Road, City of Heath, Rockwall County, Texas. *(D. Gonzales)*

5.b Discussion and action on authorizing the City Manager to execute a Professional Services Agreement with Kimley Horn and Associates, Inc, for a Professional Services Agreement for the design of Wells 2 through 4. *(B. Creed)*

5.c Discussion and action regarding Hill & Wilkinson change orders to support the Towne Center Park project. *(B. Creed)*

5.d Discussion and action to authorize the City Manager to execute TIPS contract awards to Boardwalk Paving and Construction LLC. for the repair of Racheal Drive and Kings Pass from FM 549 to Waters Edge Court. *(B. Creed)*

5.e Discussion and action on Resolution No. 251028A declaring official intent to reimburse expenditures related to the City of Heath Water Works System with future bond proceeds. *(J. Ayers)*

5.f Discussion and action on the results of the 2026 Employee Benefits Request for Proposals (RFP), including RFP analysis and staff and consultant recommendations for medical and dental insurance provider selection. *(J. Ayers)*

5.g Discussion and action on an ordinance updating the City of Heath Master Trail Plan. *(D. Gonzales)*

5.h Discussion and action regarding a resolution voting for one or more candidates to the Rockwall Central Appraisal District Board of Directors. *(City Secretary)*

5.i Presentation and discussion of the August 2025 Financial and Investment Report. *(J. Ayers)*

5.j Discussion and update on the Hubbard Drive Project, the Water Bridge Plan, Towne Center Park Project, and Terry Lane Rehabilitation Project. *(B. Creed)*

5.k Discussion and action regarding an Ordinance providing for the addition of an exemption from the applicability of the City's Tree Preservation Ordinance for the North Texas Municipal Water District (NTMWD). *(City Attorney)*

6. Executive Session

In accordance with Texas Government Code, Chapter 551, Subchapter D, the City Council will recess in Executive Session (closed meeting) to discuss the following:

6.a **Section 551.074:** Deliberation regarding the appointment, evaluation, reassignment, duties, discipline or dismissal of a public officer or employee, regarding: appointments to the Parks And Trails of Heath (PATH) Fundraising Committee.

7. Reconvene into Open Session

In accordance with Texas Government Code, Chapter 551, the City Council will reconvene into Regular Session to consider action, if any, on matters discussed in Executive Session.

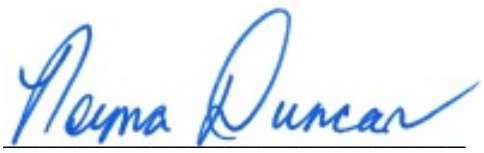
8. Additional items for individual consideration

8.a Discussion and action regarding appointments to the Parks And Trails of Heath (PATH) Fundraising Committee and recommendations to City Council for approval. *(S. Brooke)*

9. Adjourn

NOTE: The City Council reserves the right to meet in Executive Session closed to the public at any time in the course of this meeting to discuss matters listed on the agenda, as authorized by the Texas Open Meetings Act, Texas Government Code, Chapter 551, including §551.071 (private consultation with the attorney for the City); §551.072 (discussing purchase, exchange, lease or value of real property); §551.074 (discussing personnel or to hear complaints against personnel); and §551.087 (discussing economic development negotiations). Any decision held on such matters will be taken or conducted in Open Session following the conclusion of the Executive Session.

Agenda posted on the 22nd day of October, 2025 at 5:00 p.m.



Norma Duncan, City Secretary

MINUTES
REGULAR CALLED MEETNG
HEATH CITY COUNCIL
TUESDAY, OCTOBER 14, 2025 at 6:30 PM

ATTENDING:	JEREMIAH McCLURE, MAYOR
	SCOTT DODSON, MAYOR PRO TEM
	CINDY HORNE
	RYAN MOORMAN
	JOHNNY MYERS
	MITCH OWNBY
ABSENT:	MICHELLE THURGOOD

Mayor Jeremiah McClure called to order the Regular meeting at 6:30 p.m. Mayor Pro Tem Scott Dodson delivered the Invocation and led the Pledge of Allegiance.

2. Public Comment

No one signed up to speak at the Open Forum.

3. Proclamations

Mayor McClure read aloud two proclamations: 3.a D-Day for V-Day Proclamation, Dr. Stan Lowrance and the Rockwall American Legion Terry Fischer Post #117 were present to accept the proclamation. Since 2017, Dr. Lowrance has held an annual dental day for veterans, providing free front-line dental care. November 7, 2025 is designated as D-Day for V-Day. 3.b National First Responders Day Proclamation, Director of Public Works was present to accept the proclamation. October 28, 2025 is designated as First Responders Day and includes public works professionals, firefighters, police officers, emergency medical technicians, 911 operators, paramedics, and other emergency personnel.

4. Council/City Manager Comments

Mayor Pro Tem Dodson publicly recognized staff members Javier Falcon, Code Enforcement and Ashley Ferrell, Assistant to the Director of Community Development for their fantastic service as they were incredibly instrumental in helping him with a speedy alarm permit experience. Councilman Myers thanked Suzanne Brooke and the Special Events Board for a super National Night Out. The event was bigger than last year and a lot of citizen feedback was very positive.

5. Consent Agenda

5.a Action Regarding the minutes of the September 23, 2025 Regular Meeting.

MOTION: APPROVE CONSENT AGENDA REGARDING THE SEPTEMBER 23, 2025 MINUTES.

MOTION MADE:	DODSON
SECONDED:	OWNBY
APPROVED:	PASSED UNANIMOUSLY BY THOSE PRESENT
ABSENT:	THURGOOD

6.a Discussion and Action regarding Resolution No. 251014A approving and reaffirming the City of Heath Investment Policy for Public Funds for Fiscal Year 2025.

Director of Finance Jay Ayers stated that the Public Funds Investment Act (PFIA), Chapter 2256 of the Texas Government Code, requires the governing body of a political subdivision to adopt a written investment policy and to review and approve the policy at least annually. The City of Heath continues to operate under its current Investment Policy, which establishes the guiding objectives of safety, liquidity, and yield in the management of public funds and defines authorized investments,

diversification standards, internal controls, and reporting requirements. No changes have been made to the City's Investment Policy. Adoption of this Resolution formally reaffirms and approves the existing policy for Fiscal Year 2025, ensuring compliance with PFIA and maintaining prudent management of city funds. City Manager Alexander stated that the Finance Board will review the policy moving forward for 2025-26 and the policy can be changed at any time.

MOTION: APPROVE RESOLUTION NO. 251014A APPROVING THE CITY OF HEATH'S INVESTMENT POLICY FOR FISCAL YEAR 2025.

MOTION MADE:	OWNBY
SECONDED:	HORNE
APPROVED:	PASSED UNANIMOUSLY BY THOSE PRESENT
ABSENT:	THURGOOD

6.b Discussion and action regarding Resolution No. 251014B to deny Oncor Electric Delivery Company LLC's proposed increase in revenue and proposed changes to rates.

Director of Finance Jay Ayers stated that on June 26, 2025, Oncor Electric Delivery Company LLC ("Oncor" or "Company") filed a Statement of Intent with the City of Heath and the Public Utility Commission of Texas ("PUCT") seeking to increase its revenues by approximately $833.6 million--representing a 13% overall increase in annual revenue. For a residential customer using 1,000 kWh per month, this would result in an increase of roughly $7 per month. On July 22, 2025, the City Council adopted Resolution No. 250722A, suspending Oncor's proposed effective date of July 31, 2025, for 90 days to allow sufficient time for review and to maintain existing rates while analysis was conducted. Through the City's membership in the Alliance of Oncor Cities (AOC) and representation by Herrera Law & Associates, PLLC, the City has participated in the PUCT proceedings, engaged rate experts, and reviewed the merits of Oncor's request. Preliminary assessments indicate that Oncor's proposed return on equity and overall rate of return appear excessive and that the proposed revenue increase is not justified. The statutory suspension period expires on October 29, 2025, requiring the City to take final action before that date. Consistent with AOC's recommendation, staff recommends approval of Resolution No. 251014B with denial of the proposed increase at this time to preserve regulatory authority and maintain current rates pending the PUCT's final determination.

MOTION: APPROVAL OF THE RESOLUTION NO. 251014B DENYING ONCOR ELECTRIC COMPANY LLC'S APPLICATION TO INCREASE PROPOSED REVENUES AND INCREASE RATES FILED ON OR ABOUT JUNE 26, 2025, AND AUTHORIZING CONTINUED PARTICIPATION IN THE PROCEEDINGS THROUGH THE ALLIANCE OF ONCOR CITIES, WITH REIMBURSEMENT OF ASSOCIATED RATE CASE EXPENSES BY ONCOR.

MOTION MADE:	OWNBY
SECONDED:	HORNE
APPROVED:	PASSED UNANIMOUSLY BY THOSE PRESENT
ABSENT:	THURGOOD

6.c Discussion and Action Regarding Resolution No. 251014C approving the Texas Term Sheet, approving and ratifying participation in the Global Opioid Settlement Agreements and authorizing the City Manager to execute all related documents.

Director of Finance Jay Ayers stated that the Texas Attorney General created a statewide plan (the Texas Term Sheet) to distribute opioid settlement funds. The purpose is to ensure funds are used for opioid abuse prevention, treatment, and recovery across Texas. The City of Heath is a participating subdivision in the settlement. The Term Sheet outlines the distribution of opioid settlement proceeds as follows: 15% to participating political subdivisions (cities and counties); 70% to the Texas Opioid Abatement Fund, administered by the Texas Opioid Abatement Fund Council; and 15% to the State of Texas (Office of the Attorney General). The City of Heath has received $19,347 from the past three years. Staff recommends approval of this resolution as it reaffirms the Texas Term Sheet, ratifies prior participation in the Global Opioid Settlement, and authorizes the City Manager to execute any future settlement forms.

MOTION: APPROVE RESOLUTION NO. 251014C APPROVING TEXAS TERM SHEET.

MOTION MADE:	DODSON
SECONDED:	MYERS
APPROVED:	PASSED UNANIMOUSLY BY THOSE PRESENT
ABSENT:	THURGOOD

6.d Discussion and action regarding two Resolutions nominating two representatives to the Rockwall and Kaufman Counties Central Appraisal Districts Board of Directors.

City Secretary Norma Duncan stated this item is for the consideration of two Resolutions, one each for Rockwall and Kaufman Counties. However, the deadline to submit our nomination for Kaufman County was tonight, October 14th, therefore, we will take action on the Rockwall County Resolution only and not the Kaufman County Resolution. The City of Heath is tasked with appointing two directors to serve a term of four years to the Rockwall Central Appraisal District (RCAD) Board of Directors. The Appraisal District is governed by a board of nine directors. Five directors are appointed by the taxing units that participate in each district. The current appointed members are: Tim Hartley, Heath, John Hohenshelt, Rockwall, Trace Johannesen, Rockwall, Richard Koepke, Heath, and Sedric Thomas, Rockwall. Koepke and Thomas' terms expire 12/31/2025. The City of Heath is entitled to 56 votes total. Each taxing unit that is entitled to vote may nominate by resolution adopted by its governing body one candidate for each position to be filled on the board of directors. The presiding officer of the governing body of the unit shall submit the names of the unit's nominees to the chief appraiser before October 15. The council members discussed adding David Billings, former Mayor of the City of Fate, as a nominee.

MOTION: APPROVE RESOLUTION NO. 251014D NOMINATING DAVID BILLINGS AND RICHARD KOEPKE TO THE ROCKWALL CENTRAL APPRAISAL DISTRICT BOARD OF DIRECTORS.

MOTION MADE:	MOORMAN
SECONDED:	MYERS
APPROVED:	PASSED UNANIMOUSLY BY THOSE PRESENT
ABSENT:	THURGOOD

6.e Discussion and action on authorizing the City Manager to execute a Professional Services Agreement with Kimley Horn, Inc, for an amendment to the professional services agreement adding construction administration services for Well #1.

Director of Public Works Bryan Creed stated that staff is requesting to add the following services to the Kimley-Horn scope: perform up to an additional six total on-site construction observation site visits. Kimley-Horn staff attending the site visits would include; includes effort and expenses for Kenny Friar to attend up to two site visits; includes effort for Anthony to attend up to four site visits; includes effort for Tanner to attend up to all six site visits; process up to twelve pay applications; the Contractor's proposed schedule shows that work is expected to take place over twelve months within the 22-month Contract period, during which it is anticipated the Contractor will submit up to twelve pay applications; one substantial completion walkthrough and one final punch list walkthrough. For the services, the cost will be Task 1 - additional Construction Phase Services, hourly not to exceed $38,900, and Task 2- expenses, not to exceed $5,300 for a total of $44,200.00.

MOTION: APPROVE AN AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH KIMLEY HORN ADDING CONSTRUCTION ADMINISTRATION SERVICES FOR WELL #1.

MOTION MADE: OWNBY

MOTION DIES FOR LACK OF SECOND

Councilwoman Horne stated that her frustration was that she felt that we are continuously being asked to add to this project. City Manager Alexander clarified that the additional services are being requested by staff and not the Architect. Staff have quite a few projects going on right now, and the additional services would help monitor this project. Staff is capable of doing this work, but we are asking to help so the staff focus on other projects. This work is a force multiplier for city staff.

AMENDED MOTION: APPROVE THE PROFESSIONAL SERVICES AGREEMENT WITH KIMLEY HORN FOR AN AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT ADDING CONSTRUCTION ADMINISTRATION SERVICES FOR WELL#1.

MOTION MADE:	DODSON
SECONDED:	HORNE
APPROVED:	PASSED FIVE TO ONE
For:	McCLURE, DODSON, HORNE, MYERS, OWNBY
Against:	MOORMAN
ABSENT:	THURGOOD

6.f Discussion and action regarding Ordinance No. 251014A amending the City Council term limits to apply retroactively, including to the current Mayor and Council.

Mayor McClure provided some brief history and stated that on November 5, 2024, the City of Heath conducted an election that included a proposed City Charter amendment to require term limits for the positions of Mayor and City Council Members. There were some issues with the petitions submitted, and subsequently, the ballots did not include complete language regarding the number of terms for each elected position, nor whether the term limits established would be applied retroactively for past service on the governing body. In response to the results of the November 5, 2024, election amending the City Charter, the City Council passed Ordinance No. 241210A on December 10, 2024, amending Chapter 30 "General Provisions" of the City's Code of Ordinance and creating Section 30.04 “Term Limits” setting limits on the number of terms that individuals could serve in the capacity of Mayor and City Council Member. On January 28, 2025, the City Council adopted Ordinance No. 250128C, acknowledging a scrivener’s error in Ordinance No. 241210A that inadvertently applied term limits retroactively and corrected the Ordinance to apply term limits only on a prospective basis. This item tonight is presented to provide the City Council the opportunity to review, discuss, and take action on a proposed ordinance amending the City's Code of Ordinances, Chapter 30 "General Provisions", Section 30.04 “Term Limits” to retroactively impose term limits upon the positions of Mayor and Council Members, for current and past elected officials. Mayor McClure stated that 82% of the signed petitions supported the term limits with a time served limit of twelve years total and this is the will of the people.

MOTION: APPROVE ORDINANCE NO. 251014A AMENDING THE CITY COUNCIL TERM LIMITS TO APPLY RETROACTIVELY.

MOTION MADE:	DODSON
SECONDED:	OWNBY
APPROVED:	PASSED UNANIMOUSLY BY THOSE PRESENT
ABSENT:	THURGOOD

6.g Review and discuss proposed improvements to the City Hall and Community Room.

Manager Steven Alexander stated that this item presented an opportunity for staff to discuss with the Council some of the improvements being considered for beautification efforts, both internal and external to City Hall. The projects include a monument sign at the entryway, sidewalk improvements, landscaped areas, interior and exterior painting, and parking lot striping. The exterior paint is estimated between $16,000 and $36,000. Currently, City Staff is preparing to increase the height of the front middle fire bay door to accommodate the ladder truck that will be received by the City in December at an estimated cost of $14,350. As the City completes construction of the public works building in the Spring of 2026 and the public safety buildings roughly a year later, there will be a significant amount of vacant space at City Hall. It is recommended that during this fiscal year, the City engage a consultant to assist in assessing the City Hall building and develop a plan to optimize the space for the future. Funding for these items would be derived from the City's capital budget set aside for improvements from the City Hall in the FY 2024-25 Adopted Budget. City Staff is seeking direction from the City Council on proposed improvements to the exterior of City Hall to include the lobby entrance, community room and other interior/exterior improvements.

7. Executive Session

At 8:16 p.m., Mayor McClure recessed the meeting to Executive Session (closed meeting) stating that in accordance with Texas Government Code Chapter 551, Subchapter D, the City Council recessed into Executive Session (closed meeting) to discuss the following: § 551.074: PERSONNEL MATTERS, – Deliberation regarding the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee, regarding: (i) City Attorney.

In accordance with Texas Government Code, Chapter 551, Mayor McClure closed Executive Session and reconvened the meeting into open session at 8:46 p.m. stating that no action was taken in the Executive Session.

MOTION: APPROVE AMENDED FEE AGREEMENT WITH MESSER FORT LLC FOR CITY ATTORNEY SERVICES.

MOTION MADE:	DODSON
SECONDED:	MYERS
APPROVED:	PASSED UNANIMOUSLY BY THOSE PRESENT
ABSENT:	THURGOOD

Mayor McClure adjourned the meeting at 8:47 p.m.

APPROVED:

_____
JEREMIAH MCCLURE
MAYOR

ATTEST:

_____
NORMA DUNCAN
CITY SECRETARY

CITY of HEATH
City Council
Agenda Brief

MEETING DATE: 10/28/2025 **AGENDA ITEM: 5.a**

Item:

Discussion and action regarding Case No. FP-2025-03 for the approval of a final plat creating Lot 1, Block A, Stronghaven Addition by combining two tracts of land (Tract 57 & Tract 58) totaling 19.297-acres, situated in the J. O. Heath Survey, Abstract No. 115, and generally situated at the southeast quadrant of Crisp Road and Myers Road, City of Heath, Rockwall County, Texas. *(D. Gonzales)*

Applicant:

April Ross with Burns Surveying

Owners:

Thomas Saadeh

Current Zoning:

(AG) Agricultural District

Background:

The applicant is requesting a final plat creating Lot 1, Block A, Stronghaven Addition by combing two vacant tracts of land totaling 19.297-acres (RCAD No.'s 61623 and 61624). The purpose of the plat is to construct a single-family home. The subject property is generally situated at the southeast quadrant of Crisp Road and Myers Road.

According to the Rockwall Central Appraisal District (RCAD), the property was purchased in November 2024 by Mr. and Mrs. Saadeh. The Saadeh's are planning for the construction of a two-story, 11,604 SF (under roof), single-family residence with one main driveway along Crisp Road. The air-conditioned portion of the residence will be approximate 7,480-SF.

The home will setback approximately 283-ft from the front property line, which exceeds the 40-ft minimum requirement for a property zoned (AG) Agricultural District. Building permits will be required prior to construction, which will include a review of the grading and drainage plan. Mr. Saadeh has indicated they are pro-trees and intends to preserve all trees on the site.

The applicant intends to connect to an existing 6" water line that runs along Crisp Road and provide an on-site septic facility for the 19.297-acre property due sanitary sewer not being available in the area.

The staff has reviewed the plat, and it meets all of the technical requirements of the City's subdivision ordinance. The Planning and Zoning Commission held a public meeting on October 8, 2025, and unanimously approved the final plat by a vote of 5-0, with Commissioners Rask and Heinkele absent.

Financial Impact:

None

Legal Impact:

None

Staff Recommendation:

Per state law, plat review is a ministerial function. The motion must be either to: Approve, Approve with Conditions citing specific statutes or ordinance sections, or deny with reasons citing specific statutes or ordinance sections. The Planning and Zoning Commission and City Staff recommends approval of the final plat.

Attachments:
Application.pdf
Vicinity Map [FP-2025-03] (10.08.2025).pdf
Aerial Map [FP-2025-03].png
Final Plat V3 [FP-2025-03] (10.06.2025).pdf
Site Plan [FP-2025-03] (Stronghaven Addition).pdf
DRC Comments V1 [FP-2025-03] (09.26.2025).pdf

FINAL PLAT APPLICATION

Procedures required by Texas Local Government Code, Chapter 212 and the City of Heath Code of Ordinances, Chapter 158, Subdivision Regulations

☐ **Single-Family Residential Plat** ☐ **Multi-Family Residential Plat** ☐ **Non-Residential Plat**
☐ **Mixed-Use Plat** ☑ **Final Plat (Short Form; 5 acres or less, residential)**
☐ **Development Plat** ☐ **Amended Plat** ☐ **Replat**

☐ **INITIAL SUBMITTAL** must include:
- ☐ Complete application including all checklist items
- ☐ Application Fees, make checks payable to: City of Heath, call office to pay with credit card
- ☐ Current Tax Certificate issued by appropriate County Appraisal District

☐ **RESUBMITTAL** must include:
- ☐ Complete application including all checklist items **and responses to all City comments**
- ☐ Application Fees, make checks payable to: City of Heath, call office to pay with credit card

	APPLICANT:	**OWNER** *(IF DIFFERENT)*:
Name (printed):	BURNS SURVEYING/ APRIL ROSS	THOMAS SAADEH
Mailing Address:	2701 SUNSET RIDGE DRIVE, SUITE 303	14 CHAPEL HILL LANE
	ROCKWALL, TEXAS 75032	ROCKWALL, TEXAS 75032
Telephone Number:	214-326-1090	214-415-5800
Email Address:	platting@burnssurvey.com	tsaadeh@gmail.com

SUBDIVISION NAME: STRONGHAVEN

LEGAL DESCRIPTION (Lot, Block, Subdivision, or CAD Tract No, Survey, Abstract, Address):
Being Tract 57 (10 acres) and Tract 58 (10 acres) in the J.O. Heath Survey, Abstract No. 116, in the City of Heath, Rockwall County, Texas.
Rockwall CAD 61623 & 61624

CURRENT ZONING OF THE PROPERTY: Agriculture

Note: If a request to change the zoning for the land to be platted to allow the development proposed in the plat is pending, the zoning application shall be decided before a determination is made whether the plat application is complete.

CONCEPT PLAN TITLE: _____ **APPROVED (date):** _____

CITY OFFICE USE ONLY: FP-2025-03
Fees paid $ 1,982.43 Check # 1841 CC _____ Cash _____
DRC comments to applicant: _____
Comments addressed by applicant: _____
Publication/notification (if needed): _____
Planning & Zoning action: _____
City Council action: _____

APPLICANT STATEMENT:

Select ONLY ONE of the following options.

I understand that the Final/Replat/Amended Plat for _____ may be considered a short form residential subdivision per § 158.08 as it contains five acres or less and meets the criteria established in this section. After a determination of completeness, a short form subdivision may be approved administratively within 30 days. Approval by the Planning and Zoning Commission and City Council is not required for short form subdivisions.

_____ (Initial here)

OR

I understand that the Final/Replat/Amended Plat for STRONGHAVEN will not be scheduled for consideration by the Planning & Zoning Commission until such time as all staff comments have been addressed. I hereby waive the requirement that the plat be acted on by the Planning and Zoning Commission and/or the City Council within 30 days under the provisions of the Texas Local Government Code, Chapter 212, and understand and agree that the plat will be considered when it is administratively complete which may be longer than 30 days after the plat is filed.

T (Initial here)

OR

I hereby request that the Final/Replat/Amended Plat for _____ be scheduled for consideration at the next Planning and Zoning Commission meeting, regardless of the review process and staff determination that the application is administratively complete. **I understand that a staff recommendation for approval of an application is generally forthcoming only for submissions deemed administratively complete and for which all staff comments have been addressed. I further understand that if my application is not approved, new application fees will be required for reconsideration.**

_____ (Initial here)

I certify I am the owner or agent authorized to make the above statements and representations herein on behalf of the owner.

Signature _____ Date: _____

Printed Name Thomas Saadeh

Company: _____

Title: Owner

SUBDIVISION NAME: STRONGHAVEN

REQUIRED ITEMS CHECKLIST:

☑ Complete application form
☑ Application fee from the current fee schedule
☑ Plat drawings; Provide 8 copies on 11x17 paper and one .PDF file
☐ **Parkland dedication recommendation** from the Park Board
☑ **Private water supply company letter** stating the company has reviewed the water plans, sufficient water pressure and volume for domestic use will be provided, and sufficient water pressure and volume for fire protection will be provided.
☐ **Provide a copy of the Preliminary Plat previously approved and any approved Concept Plan**
☐ **For short form divisions (less than 5 acres), development plats, replats, or amended plats,** provide:
- ☐ Outline of wooded areas or location of important individual trees
- ☐ Contours shown at 2-foot intervals
- ☐ Boundary and acreage of the floodplain
- ☐ Designation of all proposed land uses AND zoning districts within subdivision including acreage
- ☐ **Treescape Plan** as required by § 158.38-158.39 to include:
  - ☐ Location of all existing and/or proposed structures as shown on the grading plan
  - ☐ All improvements properly dimensioned and referenced to property lines;
  - ☐ Setback and yard requirements;
  - ☐ Existing and proposed site elevations and grades;
  - ☐ Location of existing or proposed utilities and easements;
  - ☐ Title block with subdivision name, date, name, address, and phone number of person preparing the plan;
  - ☐ Exact location, trunk diameter, height, and species of all protected trees to be removed, in map and table form
  - ☐ Exact location, trunk diameter, height, and species of all replacement trees to be planted, in map & table form

☐ **Construction plans for all public improvements:**
- ☐ Water and sewer plans
- ☐ Plan and profile sheets for each proposed street: 24-inch x 36-inch drawings having a scale of 40 feet to horizontal inch and five or six feet to a vertical inch. See code for specific and additional requirement for plan profiles.
- ☐ Typical cross sections of the type and width of paving for streets

All Final Plat drawings must contain the following:
☑ Name of owner and/or subdivider
☑ Name of the licensed state land surveyor responsible for the plat
☑ Name of the subdivision
☑ Names of adjacent subdivisions and/or property owners
☑ Names of streets
☑ Accurate boundary survey and legal description of the property
☑ Lines of adjacent lands and adjacent street and alleys with widths and names
☑ North point, scale, and date
☑ Location of proposed lots, streets, public highways, alley, parks
☐ Appropriate rights-of-way to be dedicated
☑ Accurate dimensions of lots, streets, etc. in feet and decimal fractions of feet
☑ Length of radii and/or arcs of all curves, angles, with other engineering information
☑ Dimensions shall be shown from all angle points
☑ Locations of all building lines on the front and side streets and utility easements
☑ Acreage of all lots. **NOTE:** Developable area excludes land that is in the regulatory floodplain; rivers, lakes, and streams; and rights-of-way (ROW)
☑ Owner's certificate and dedication (see attached template)
☑ Surveyor's certificate (see attached template)
☑ Certificates of approval / City of Heath signatures (see attached template)
☑ All deed restrictions to be filed with the plat shall be shown or filed separately

PLAT FILING REQUIREMENTS:

Note the following final plat filing requirements will when the final plat is approved by the City of Heath:

- The City will need three (3) signed copies of the plat for recordation. The size of the plat shall be **no larger or smaller** than an 18-inch-by-24-inch Mylar.

- All copies shall contain **original** seals and signatures.

- Signatures must be original, and names must be printed under each signature. If the owner is a company, that company name must be above the signature.

- Signatures must be acknowledged. Notary's name must be printed under each signature. Notary's seal must be affixed and legible, and the notary expiration date must be shown.

- All stamps and seals **must** be legible.

- **Tax Certificates**: ALL plats submitted for recordation to Rockwall County must also contain original tax certificates, issued by the Rockwall Central Appraisal District, indicating that no delinquent ad valorem taxes are owed and that taxes imposed for the current year have been paid. These certificates can be obtained from the **Rockwall Central Appraisal District** located at **841 Justin Road, Rockwall, TX**.

- Once signed and sealed copies of the plat have been received by the City, staff will circulate the copies for signature by the appropriate city officials. Please anticipate 3 to 5 business days for the City signatures to be complete.

- The applicant will file the executed replat with the appropriate County office. One copy of the recorded plat will need to be returned to the Building Inspection Division of the City of Heath prior to submitting a building permit application for the lot.

PLAT DEDICATIONS AND SIGNATURE BLOCKS

OWNER'S CERTIFICATE AND DEDICATION:

Heath Code of Ordinances, Section 158.07 (6) to 158.07 (9) and Section 158.07 (15), requires all plats include the following language:

OWNER'S CERTIFICATE AND DEDICATION

STATE OF TEXAS
COUNTY OF ROCKWALL

WHEREAS (OWNER NAMES) BEING THE OWNER of a ____ acre tract of land situated in the _____ Survey, Abstract No. ___, City of Heath, Rockwall County, Texas being more particularly described by metes and bounds as follows:

BEGINNING… *insert legal description here…*

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS:

THAT OWNER'S NAME does hereby adopt this plat designating the hereinabove described property as SUBDIVISION NAME an addition to the City of Heath, Rockwall County, Texas, and hereby dedicates to the public use forever all streets, alleys, parks, water courses, drains, easements and public places thereon shown for the purposes stated and for the mutual accommodation and use of all utilities desiring or using same. The City of Heath and public utilities shall, at all times, have the full right of ingress and egress to or from their respective easements for the purpose of constructing, reconstructing, inspecting, patrolling, maintaining, reading meters, and adding to or removing all or parts of their respective systems without the necessity of procuring permission from anyone. The City of Heath or Rockwall County will not be responsible for any claims of any nature resulting from or occasioned by the establishment of grades on streets in this subdivision.

We further certify that all other parties who have a mortgage or lien interest in SUBDIVISION NAME have been notified and signed this plat. We also understand the following;

1. No buildings shall be constructed or placed upon, over, or across the utility easements as described herein.
2. Any public utility shall have the right to remove and keep removed all or part of any buildings, fences, trees, shrubs, or other growths or improvements which in any way endanger or interfere with construction, maintenance or efficiency of their respective system on any of these easement strips; and any public utility shall at all times have the right of ingress or egress to, from and upon the said easement strips for purpose of construction, reconstruction, inspecting, patrolling, maintaining, and either adding to or removing all or part of their respective system without the necessity of, at any time, procuring the permission of anyone.
3. The City of Heath will not be responsible for any claims of any nature resulting from or occasioned by the establishment of grade of streets in the subdivision.
4. No house, dwelling unit, or other structure shall be constructed on any lot in this addition by the owner or any other person until the developer and/owner has complied with all requirements of the Subdivision Regulations of the City of Heath regarding improvements with respect to the entire block on the street or streets on which property abuts, including the actual installation of streets, water, sewer, drainage structures, storm sewers and alleys, all according to the specifications of the City of Heath; or until an escrow deposit, sufficient to pay for the cost of such improvements, as determined by the city's engineer and/or city administrator, computed on a private commercial rate basis, has been made with the City Secretary, accompanied by an agreement signed by the developer and/or owner, authorizing the city to make such improvements at prevailing private commercial rates, or have the same made by a contractor and pay for the same out of the escrow deposit, should the developer and/or owner fail or refuse to install the required improvements within the time stated in such written agreement, but in no case shall the City be obligated to make such improvements itself. Such deposit may be used by the owner and/or developer as progress payments as the work progresses in making such improvements by making certified requisitions to the City Secretary, supported by evidence of work done; or until the developer and/or owner files a corporate surety bond with the city secretary in a sum equal to the cost of such improvements for the designated area, guaranteeing the installation thereof within the time stated in the bond, which time shall be fixed by the city council of the City of Heath.

Witness my hand this _____ day of _____, 2021.

_____
OWNERS NAME

Include a signature line and a notary signature block for each owner.

PLAT DEDICATIONS AND SIGNATURE BLOCKS

CERTIFICATES OF APPROVAL / CITY OF HEATH SIGNATURES:

IF YOUR PLAT IS REVIEWED BY PLANNING & ZONING COMMISSION AND CITY COUNCIL, USE THE FOLLOWING SIGNATURE BLOCKS as required by Heath Code of Ordinances, Section 158.07 (11) to 158.07 (12):

Recommended for final approval:

_____ _____
Chairperson Date
Planning and Zoning Commission

Approved:

_____ _____
Mayor Date
City of Heath, Texas

I hereby certify that the above and foregoing Plat of Subdivision Name to the City of Heath, Texas, was approved by the Mayor of the City of Heath on the _____ day of _____, _____.

This approval shall be invalid unless the approved Plat for the Addition is recorded in the office of the County Clerk of Rockwall County, Texas, within 365 days from the date of final approval. An extension may be granted by the Planning and Zoning Commission.

The addition shall be subject to all the requirements of the Platting Ordinance of the City of Heath.

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

_____
City Secretary
City of Heath, Texas

IF YOUR PLAT IS A SHORT-FORM FINAL PLAT/REPLAT (containing less than 5 acres) OR AN AMENDING PLAT AND REVIEWED ADMINISTRATIVELY, USE THE FOLLOWING SIGNATURE BLOCKS as required by Heath Code of Ordinances, Section 158.07 (11) to 158.07 (12):

Approved:

_____ _____
City Engineer or Designee Date
City of Heath, Texas

I hereby certify that the above and foregoing Final Plat/Replat/Amending Plat of Subdivision Name, an Addition to the City of Heath, Texas, was approved by the City Engineer or designee of the City of Heath on the ____day of _____, _____.

This approval shall be invalid unless the approved Final Plat/Replat/Amending Plat of Subdivision Name is recorded in the office of the County Clerk of Rockwall, Texas, within 365 days from the date of final approval. An extension may be granted by the City Engineer or designee.

The Final Plat/Replat/Amending Plat shall be subject to all the requirements of the Subdivision Ordinance of the City of Heath.

Witness my hand this the ___day of _____, _____.

_____
City Secretary
City of Heath, Texas

PLAT DEDICATIONS AND SIGNATURE BLOCKS

SURVEYOR'S CERTIFICATE:

All plats must include a Surveyor's Certificate similar to the following:

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS:

THAT I, Surveyor's Name, R.P.L.S. No. _____ do hereby certify that I prepared this plat from an actual and accurate survey of the land, and that the corner monuments shown thereon were properly placed under my personal supervision.

_____
Surveryor's Name
Registered Professional Land Surveyor No. ____

Include surveyor's seal.

Stronghaven Addition – Final Plat



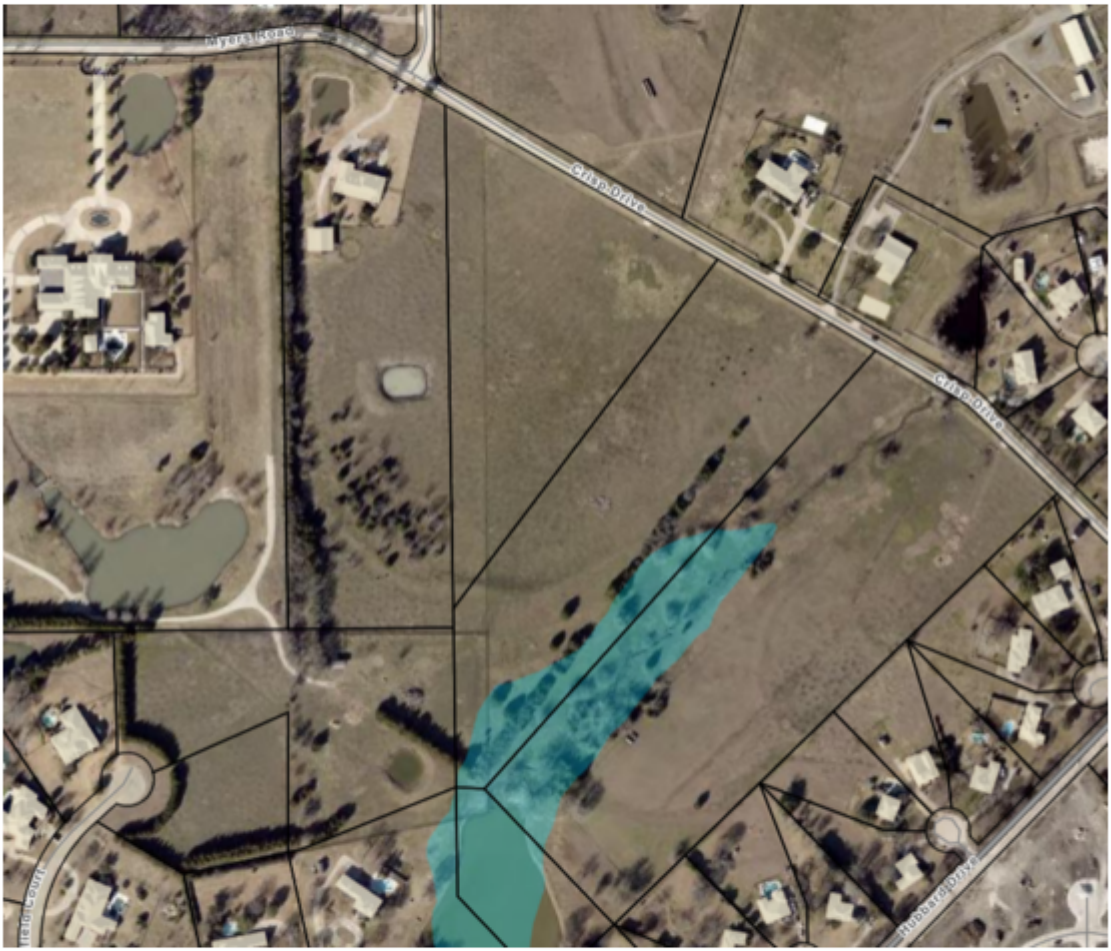
Vicinity Map
(Not to scale)

Location Map

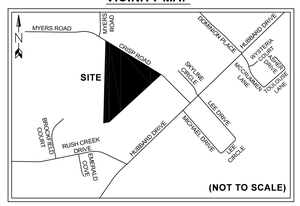
North Arrow

Discussion and action regarding Case No. FP-2025-03 for the approval of a final plat creating Lot 1, Block A, Stronghaven Addition by combing two tracts of land (Tract 57 & Tract 58) totaling 19.297-acres, situated in the J. O. Heath Survey, Abstract No. 115, and generally situated at the southeast quadrant of Crisp Road and Myers Road, City of Heath, Rockwall County, Texas.

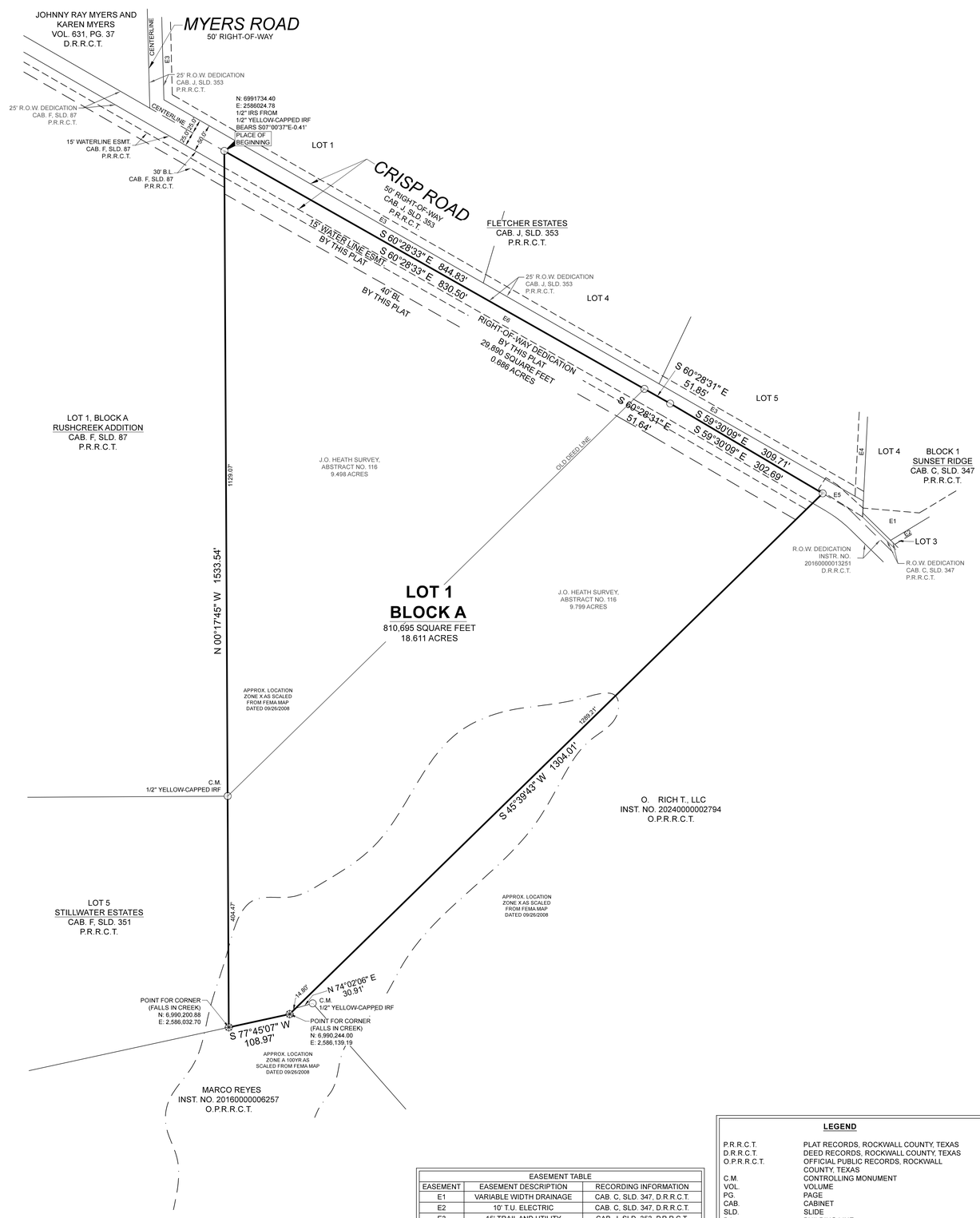
(RCAD 61623 & 61624)


Myers Road
Gilse Drive
Gilse Drive
Hubbard Drive

VICINITY MAP







CERTIFICATE OF APPROVAL

Reviewed for final approval.

_____ _____
Chairperson Date
Planning and Zoning Commission

Approved:

_____ _____
Mayor Date
City of Heath, Texas

I hereby certify that the above and forgoing Plat of Stronghaven to the City of Heath, Texas, was approved by the Mayor of the City of Heath on the _____ day of _____, 2025.

This approval shall be invalid unless the approved Plat for the Addition is recorded in the office of the County Clerk of Rockwall County, Texas, within 365 days from the date of final approval. An extension may be granted by the Planning and Zoning Commission.

The addition shall be subject to all the requirements of the Platting Ordinance of the City of Heath.

Witness my hand this the _____ day of _____, 2025.

_____
City Secretary
City of Heath, Texas

NOTES

1. ALL CORNERS SET WITH 1/2" IRON RODS WITH A YELLOW PLASTIC CAP STAMPED "BURNS SURVEYING" UNLESS OTHERWISE NOTED.

2. BASIS OF BEARINGS DETERMINED BY TEXAS STATE PLANE COORDINATE SYSTEM, NORTH CENTRAL ZONE, NORTH AMERICAN DATUM OF 1983 (2011).

3. A PORTION OF THE SUBJECT PROPERTY LIES WITHIN 100 YEAR FLOOD PLAIN ACCORDING TO FLOOD INSURANCE RATER MAP (FIRM) MAP NO. 48397C0105L, DATED 09/26/2008, PREPARED BY FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) FOR ROCKWALL COUNTY, TEXAS, THIS PROPERTY IS WITHIN ZONE X AND ZONE A.

4. THE PURPOSE OF THIS PLAT IS TO CREATE ONE (1) PLATTED LOT FROM TWO (2) EXISTING TRACTS OF LAND.

EASEMENT TABLE		
EASEMENT	EASEMENT DESCRIPTION	RECORDING INFORMATION
E1	VARIABLE WIDTH DRAINAGE	CAB. C, SLD. 347, D.R.R.C.T.
E2	10' T.U. ELECTRIC	CAB. C, SLD. 347, D.R.R.C.T.
E3	15' TRAIL AND UTILITY	CAB. J, SLD. 353, P.R.R.C.T.
E4	15' DRAINAGE AND UTILITY	CAB. J, SLD. 353, P.R.R.C.T.
E5	VARIABLE WIDTH CITY OF HEATH DRAINAGE	VOL. 1095, PG. 102, D.R.R.C.T.
E6	25' ROAD ROCKWALL COUNTY	VOL. 69, PG. 11, D.R.R.C.T.

LEGEND

P.R.R.C.T.	PLAT RECORDS, ROCKWALL COUNTY, TEXAS
D.R.R.C.T.	DEED RECORDS, ROCKWALL COUNTY, TEXAS
O.P.R.R.C.T.	OFFICIAL PUBLIC RECORDS, ROCKWALL COUNTY, TEXAS
C.M.	CONTROLLING MONUMENT
VOL.	VOLUME
PG.	PAGE
CAB.	CABINET
SLD.	SLIDE
B.L.	BUILDING LINE
ESMT.	EASEMENT
R.O.W.	RIGHT-OF-WAY
INST. NO.	INSTRUMENT NUMBER
IRF	IRON ROD FOUND
IRS	IRON ROD SET WITH A YELLOW PLASTIC CAP STAMPED "BURNS SURVEYING"

OWNER'S CERTIFICATE

STATE OF TEXAS
COUNTY OF ROCKWALL

WHEREAS Thomas Saadeh, is the sole owners of a tract of land located in the J. O. HEATH SURVEY, Abstract No. 116, City of Heath, Rockwall County, Texas, and being Tracts 1 and 2 described in warranty deed with vendor's lien to Thomas Saadeh and Kayla Saadeh, recorded in Instrument No. 20240000020358, Official Public Records, Rockwall County, Texas, and being more particularly described as follows:

BEGINNING at a 1/2 inch yellow capped iron rod set stamped "BURNS SURVEYING" in the centerline of Crisp Road (a 50 foot right-of-way), at the Northeast corner of a 25 foot right-of-way dedication in the Rush Creek Addition, an Addition to the City of Heath, Rockwall County, Texas, recorded in Cabinet F, Slide 87, Plat Records, Rockwall County, Texas;

THENCE along said Centerline the following three (3) courses and distances:

South 60 degrees 28 minutes 33 seconds East, a distance of 844.83 feet to a 1/2 inch yellow capped iron rod set stamped "BURNS SURVEYING";

South 60 degrees 28 minutes 31 seconds East, a distance of 51.85 feet to a 1/2 inch yellow capped iron rod set stamped "BURNS SURVEYING";

South 59 degrees 30 minutes 09 seconds East, a distance of 309.71 feet to a 1/2 inch yellow capped iron rod set stamped "BURNS SURVEYING" at the Northwest corner of a variable width right-of-way dedication described in Instrument Number 20160000013251, Official Public Records, Rockwall County, Texas;

THENCE South 45 degrees 39 minutes 43 seconds West, a distance of 1304.01 feet to a point for corner in the North line of a tract of land described in warranty deed with vendor's lien to Marco Reyes, recorded in Instrument Number 20160000006257, Official Public Records, Rockwall County, Texas;

THENCE South 77 degrees 45 minutes 07 seconds West, along said North line of Marco Reyes tract, a distance of 108.97 feet to a point for corner at the Southeast corner of Lot 5 of Stillwater Estates, an Addition to the City of Heath, recorded in Cabinet F, Slide 351, Plat Records, Rockwall County, Texas;

THENCE North 00 degrees 17 minutes 45 seconds West, passing a 1/2 inch yellow capped iron rod found for the Northeast corner of said Lot 5 and the Southeast corner of said Lot 1, Block A of said Rushcreek Addition, and continuing a total distance of 1533.54 feet to the PLACE OF BEGINNING and containing 840,585 square feet or 19.297 acres of land.

OWNER'S DEDICATION

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That Thomas Saadeh, does hereby adopt this plat designating the hereinabove described property as ***STRONGHAVEN ADDITION***, an addition to the City of Heath, Rockwall County, Texas, and hereby dedicates to the public use forever all streets, alleys, parks, water courses, drains, easements and public places thereon shown for the purposes stated and for the mutual accommodation and use of all utilities desiring or using same. The City of Heath and public utilities shall, at all times, have the full right of ingress and egress to or from their respective easements for the purpose of constructing, reconstructing, inspecting, patrolling, maintaining, reading meters, and adding to or removing all or parts of their respective systems without the necessity of procuring permission from anyone. The City of Heath or Rockwall County will not be responsible for any claims of any nature resulting from or occasioned by the establishment of grades on streets in this subdivision.

We further certify that all other parties who have a mortgage or lien interest in STRONGHAVEN ADDITION have been notified and signed this plat. We also understand the following;

1. No buildings shall be constructed or placed upon, over, or across the utility easements as described herein.
2. Any public utility shall have the right to remove and keep removed all or part of any buildings, fences, trees, shrubs, or other growths or improvements which in any way endanger or interfere with construction, maintenance or efficiency of their respective system on any of these easement strips; and any public utility shall at all times have the right of ingress or egress to, from and upon the said easement strips for purpose of construction, reconstruction, inspecting, patrolling, maintaining, and either adding to or removing all or part of their respective system without the necessity of, at any time, procuring the permission of anyone.
3. The City of Heath will not be responsible for any claims of any nature resulting from or occasioned by the establishment of grade of streets in the subdivision.
4. No house, dwelling unit, or other structure shall be constructed on any lot in this addition by the owner or any other person until the developer and/owner has complied with all requirements of the Subdivision Regulations of the City of Heath regarding improvements with respect to the entire block on the street or streets on which property abuts, including the actual installation of streets, water, sewer, drainage structures, storm sewers and alleys, all according to the specifications of the City of Heath; or until an escrow deposit, sufficient to pay for the cost of such improvements, as determined by the city's engineer and/or city administrator, computed on a private commercial rate basis, has been made with the City Secretary, accompanied by an agreement signed by the developer and/or owner, authorizing the city to make such improvements at prevailing private commercial rates, or have the same made by a contractor and pay for the same out of the escrow deposit, should the developer and/or owner fail or refuse to install the required improvements within the time stated in such written agreement, but in no case shall the City be obligated to make such improvements itself. Such deposit may be used by the owner and/or developer as progress payments as the work progresses in making such improvements by making certified requisitions to the City Secretary, supported by evidence of work done; or until the developer and/or owner files a corporate surety bond with the city secretary in a sum equal to the cost of such improvements for the designated area, guaranteeing the installation thereof within the time stated in the bond, which time shall be fixed by the city council of the City of Heath.

Witness my hand at _____, Texas, This _____ day of _____, 2025.

_____
Name: THOMAS SAADEH
Title: Owner

STATE OF TEXAS
COUNTY OF ROCKWALL

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this _____ day of _____, 2025.

_____
Notary Public in and for the State of Texas

SURVEYOR'S CERTIFICATE

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That I, Barry S. Rhodes, a Registered Professional Land Surveyor in the State of Texas, do hereby certify that I have prepared this plat from an actual on the ground survey of the land as described and that the corner monuments shown thereon were properly placed under my personal supervision in accordance with the Platting Rules and Regulations of the City of Heath, Texas.

Dated this the _____ day of _____, 2025.

"Preliminary, this document shall not be recorded for any purpose."

Barry S. Rhodes
Registered Professional Land Surveyor No. 3691

STATE OF TEXAS
COUNTY OF ROCKWALL

BEFORE ME, the undersigned, a Notary Public in and for the said County and State on this day personally appeared Barry S. Rhodes, R.P.L.S. 3691, State of Texas, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and considerations therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this _____ day of _____, 2025.

_____
Notary Public in and for the State of Texas

PROPERTY ADDRESS:
CRISP ROAD, HEATH, TX 75032
OWNER: THOMAS SAADEH
ADDRESS: 14 CHAPEL HILL LANE, ROCKWALL, TX 75032
PHONE: 214-415-5800
EMAIL: TSAADEH@GMAIL.COM

PROFESSIONAL LAND SURVEYORS
2701 SUNSET RIDGE DRIVE, SUITE 303, ROCKWALL, TEXAS 75032
BARRY S. RHODES - RPLS NO. 3691 -
- FIRM NO. 10194366 -
WEBSITE: WWW.BURNSSURVEY.COM
PHONE: (214) 326-1090

JOB NO.: 202505487 DATE: 08/19/2025 DRAWN BY: AE

FINAL PLAT
LOT 1, BLOCK A
STRONGHAVEN ADDITION

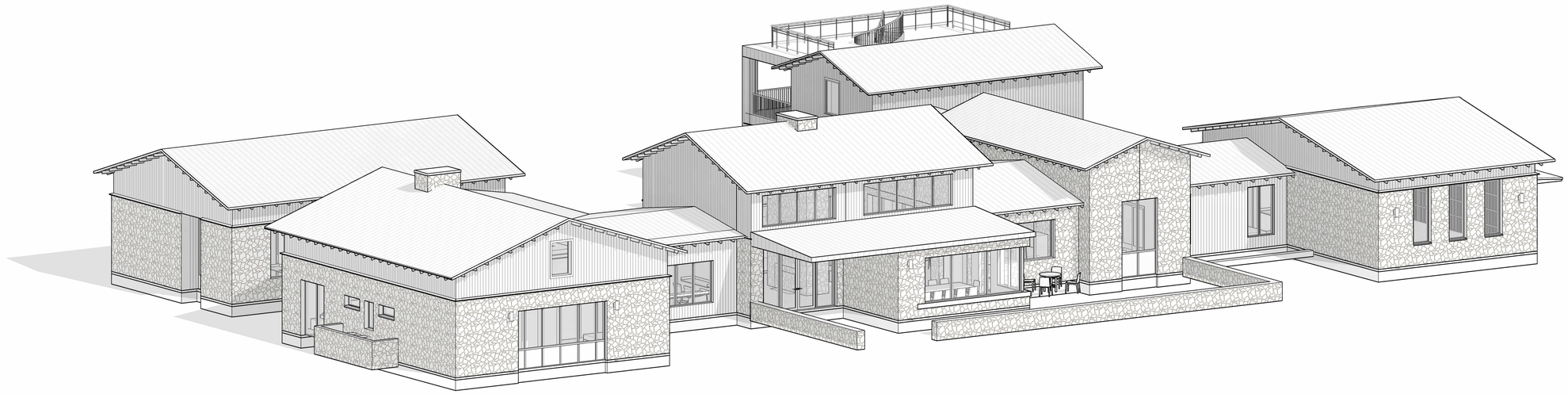
BEING 19.297 ACRES LOCATED IN
THE J. O. HEATH SURVEY, ABSTRACT NO. 116
CITY OF HEATH, ROCKWALL COUNTY, TEXAS

CASE NO. FP-2025-03

SAADEH HOMESTEAD

223 CRISP ROAD, HEATH, TEXAS 75032

Triplett
14555 Dallas Parkway, Suite 100-304
Dallas, TX 75254
806-223-6611
andrew@triplettgrp.com



PRICING SET

09/02/2025

PROJECT NUMBER

00125021

DRAWING INDEX

DRAWING INDEX		
SHEET NUMBER	SHEET NAME	Sheet Issue Date
0.1	SITE PLAN	05/08/25
1.0	FLOOR PLAN	05/08/25
1.2	REFLECTED CEILING PLAN	05/08/25
2.0	ELEVATION	05/08/25
2.1	ELEVATION	05/08/25
5.0	SCHEDULES	05/08/25
9.0	3D AXON	05/08/25
A0.0	SITE PLAN	07/09/02
A1.0	FIRST FLOOR CONSTRUCTION PLAN	07/09/02
A1.2	SECOND FLOOR CONSTRUCTION PLAN	07/09/02
A1.4	ROOF PLAN	07/09/02
A3.0	FIRST FLOOR REFLECTED CEILING PLAN - OVERALL	07/09/02
A3.0A	FIRST FLOOR REFLECTED CEILING PLAN - ENLARGED	07/09/02
A3.0B	FIRST FLOOR REFLECTED CEILING PLAN - ENLARGED	07/09/02
A3.0C	FIRST FLOOR REFLECTED CEILING PLAN - ENLARGED	07/09/02
A3.0D	FIRST FLOOR REFLECTED CEILING PLAN - ENLARGED	07/09/02
A3.2	SECOND FLOOR REFLECTED CEILING PLAN	07/09/02
A3.2C	SECOND FLOOR REFLECTED CEILING PLAN - ENLARGED	07/09/02
A5.0	EXTERIOR ELEVATIONS	07/09/02
A5.1	EXTERIOR ELEVATIONS	07/09/02

DRAWING INDEX		
SHEET NUMBER	SHEET NAME	Sheet Issue Date
A5.2	WINDOW TYPES	07/09/02
A5.3	WINDOW TYPES	07/09/02
A6.0	BUILDING SECTIONS	07/09/02
A6.1	BUILDING SECTIONS	07/09/02
A6.2	BUILDING SECTIONS	07/09/02
A6.3	WALL SECTIONS	07/09/02
A6.4	WALL SECTIONS	07/09/02
A6.5	WALL SECTIONS	07/09/02
A7.2	WALL DETAILS	07/09/02
A7.3	WALL DETAILS	07/09/02
E1	FIRST FLOOR ELECTRICAL	07/09/02
E2	SECOND FLOOR ELECTRICAL	07/09/02
G0	COVER	16 FEB 2024
G1	ABBREVIATIONS, GRAPHIC SYMBOLS	07/09/02
G2	EXTERIOR FINISH SCHEDULE	07/09/02
S0	FOUNDATION PLAN	07/09/02
S1	FIRST FLOOR FRAMING PLAN	07/09/02
S2	SECOND FLOOR FRAMING PLAN	07/09/02
S3	ROOF FRAMING	07/09/02

PROJECT SCOPE

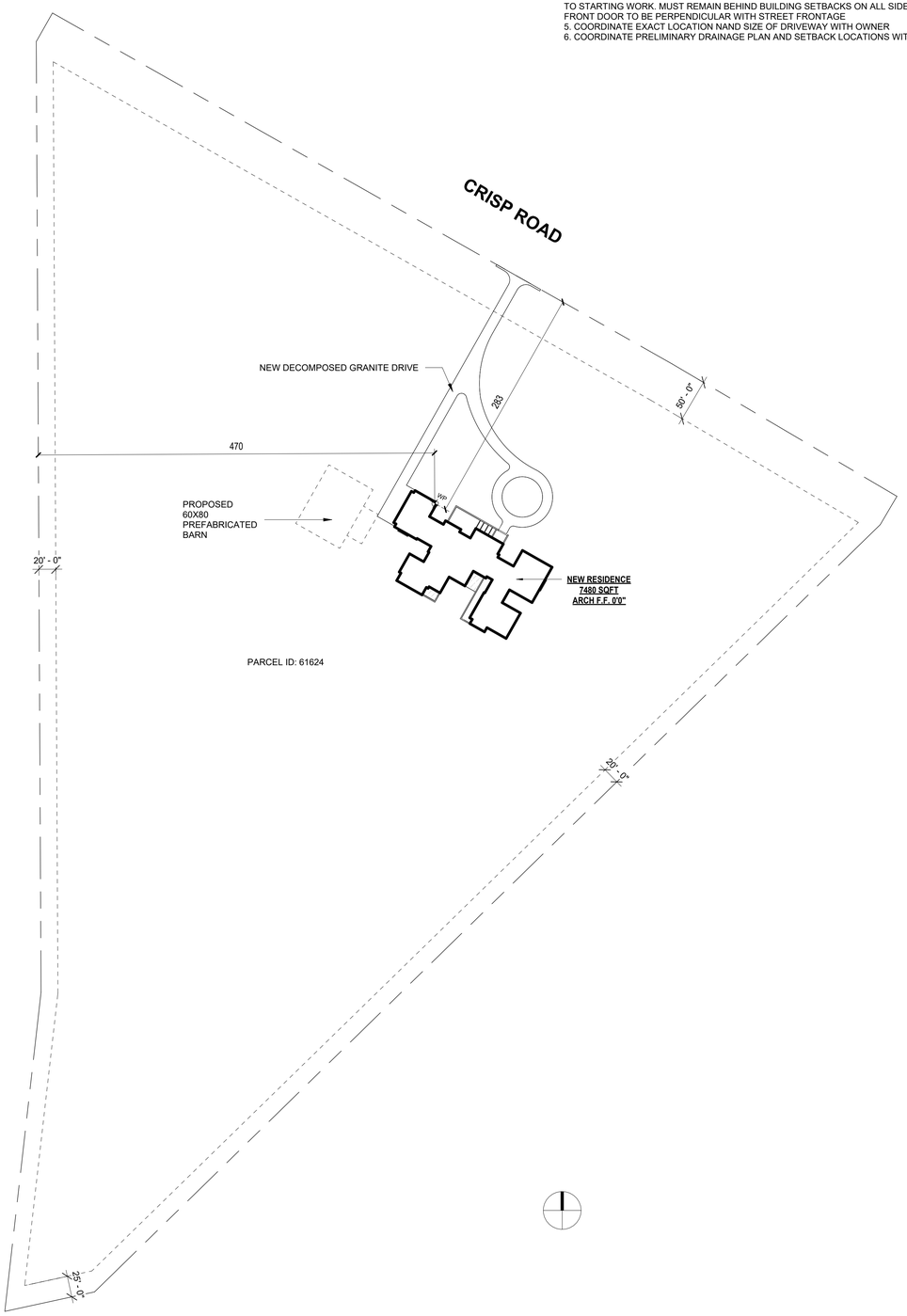
BUILDING ADDRESS:	223 CRISP ROAD, HEATH, TEXAS 75032
BLOCK AND LOT NO:	PARCEL ID 61624
ZONING:	ZONE A (AGRICULTURAL)
APPLICABLE BUILDING CODE:	2021 ICC RESIDENTIAL CODE W/ LOCAL AMMENDMENTS
	2023 NEC W/ LOCAL AMMENDMENTS
	2021 IECC W/ LOCAL AMMENDMENTS

PROJECT AREA:

GROSS AREA SCHEDULE	
NAME	AREA
CONDITIONED SPACE	
AIR CONDITIONED SPACE	7,480 SF
	7,480 SF
UNCONDITIONED SPACE	
COVERED PATIO	178 SF
COVERED PATIO	1,396 SF
COVERED PATIO	432 SF
COVERED PATIO	201 SF
GARAGE	1,079 SF
UNDER ROOF	838 SF
	4,124 SF
TOTAL AREA UNDER ROOF	11,604 SF

SITE PLAN NOTES:

1. GC TO VERIFY AND COORDINATE ALL UTILITY LOCATIONS PRIOR TO BEGINNING WORK
2. GC TO COORDINATE ALL GRADING, LANDSCAPING, IRRIGATION, RETAINING WALLS, SITE LIGHTING, DRAINAGE, ETC. WITH OWNER AND AS REQUIRED
3. REFER TO SURVEYS AND GEOTECHNICAL REPORT FOR TOPOGRAPHIC AND OTHER SITE INFORMATION
4. CONTRACTOR TO VERIFY EXACT HOUSE LOCATIONS AND GRADING WITH OWNER PRIOR TO STARTING WORK. MUST REMAIN BEHIND BUILDING SETBACKS ON ALL SIDES
FRONT DOOR TO BE PERPENDICULAR WITH STREET FRONTAGE
5. COORDINATE EXACT LOCATION NAND SIZE OF DRIVEWAY WITH OWNER
6. COORDINATE PRELIMINARY DRAINAGE PLAN AND SETBACK LOCATIONS WITH OWNER



1 SITE PLAN
1" = 80'-0"

9/2/2025 7:59:42 PM

Triplett

14555 Dallas Parkway, Suite 100-304
Dallas, TX 75254
806-223-6611
andrew@tripletgrp.com

PROJECT INFORMATION
SAADEH HOMESTEAD

223 CRISP ROAD,
HEATH, TEXAS 75032

SEAL / SIGNATURE

PRELIMINARY
NOT FOR
CONSTRUCTION

09/02/2025

22

△ **DATE** **DESCRIPTION**

PROJECT NAME
SAADEH RESIDENCE

PROJECT NUMBER
00125021

DESCRIPTION
SITE PLAN

SCALE
1" = 80'-0"

A0.0



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

Drawing North

GENERAL NOTES

ROOF PLAN NOTES:

1. GC TO SIZE ALL GUTTERS AND DOWNSPOUTS. COORDINATE ALL LOCATIONS WITH DOORS, WINDOWS, LIGHT FIXTURES, ETC. EXACT TYPE AND COLOR TO BE DETERMINED BY OWNER

2. ALIGN ALL ROOF PENETRATIONS WHERE POSSIBLE. PAINT ALL PENETRATIONS TO MATCH ROOF.

3. COORDINATE ROOFING COLOR WITH OWNER

4. ALL ATTIC SPACE IS FULLY ENCAPSULATED, INSULATED, AND AIR CONDITIONED.

PROVIDE VENTILATED RIDGE CAP THROUGHOUT U.N.O.

SHEET NOTES

01 SPARK ARRESTOR CAP TO BE COORDINATED WITH ROOF FINISH

02 SPARK ARRESTOR CAP TO BE COORDINATED WITH ROOF FINISH PROVIDE FLUE PIPE TO MEET REQUIRED HEIGHT FOR CLEARANCE PER CODE

03 PLUMBING CHASE - ALL ROOF PENETRATIONS TO CROWN AT PROVIDE FAUX CHIMNEY

Triplett

14555 Dallas Parkway, Suite 100-304
Dallas, TX 75254
806-223-6611
andrew@triplettgrp.com

PROJECT INFORMATION
SAADEH HOMESTEAD

223 CRISP ROAD,
HEATH, TEXAS 75032

SEAL / SIGNATURE

PRELIMINARY
NOT FOR
CONSTRUCTION

09/02/2025

△ DATE DESCRIPTION

PROJECT NAME

SAADEH RESIDENCE

PROJECT NUMBER

00125021

DESCRIPTION

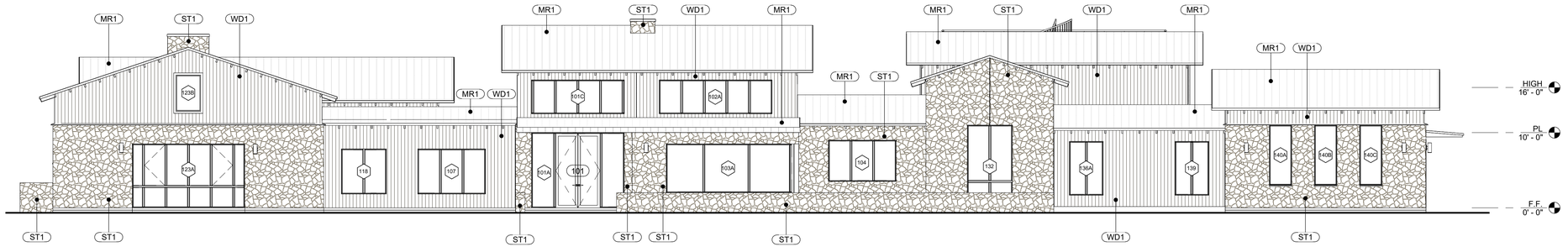
ROOF PLAN

SCALE

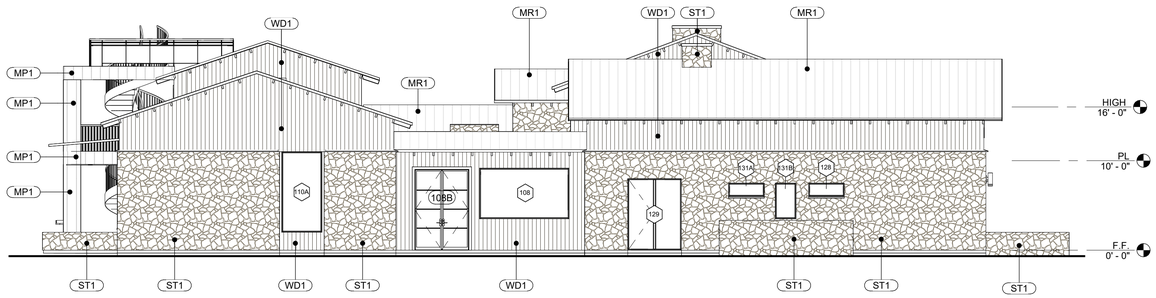
1/8" = 1'-0"

A1.4

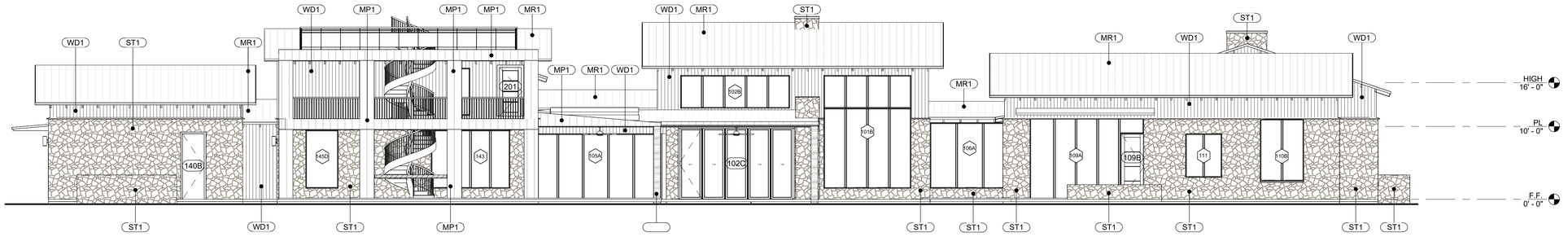
9/2/2025 8:00:26 PM



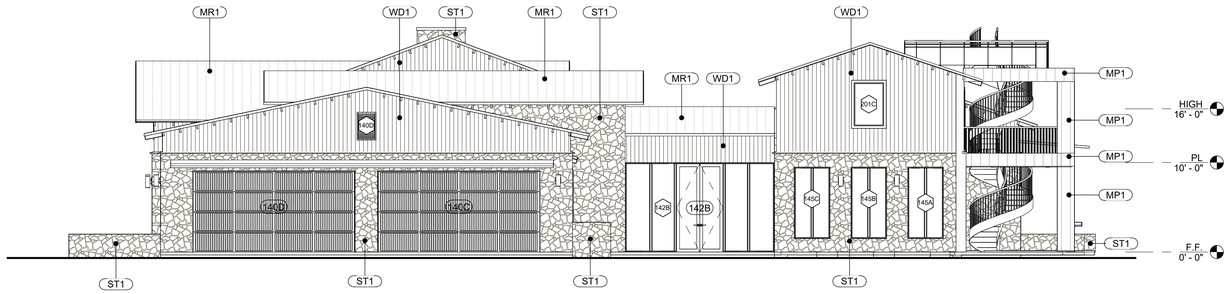
1 NORTH ELEVATION - 1
1/8" = 1'-0"



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



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



4 WEST ELEVATION - 1
1/8" = 1'-0"

Triplett

14555 Dallas Parkway, Suite 100-304
Dallas, TX 75254
806-223-6611
andrew@triplettgrp.com

PROJECT INFORMATION
SAADEH HOMESTEAD

223 CRISP ROAD,
HEATH, TEXAS 75032

SEAL / SIGNATURE

PRELIMINARY
NOT FOR
CONSTRUCTION

09/02/2025

△ DATE	DESCRIPTION

PROJECT NAME

SAADEH RESIDENCE

PROJECT NUMBER

00125021

DESCRIPTION

EXTERIOR ELEVATIONS

SCALE

1/8" = 1'-0"

A5.0

9/2/2025 5:01:40 PM

City of Heath, Texas
DRC Comments V1: September 26, 2025
Final Plat – Lot 1, Block A, Stronghaven Addition
Case No. FP-2025-03

Applicant: Burns Surveying
c/o April Ross
2701 Sunset Ridge Dr, Suite 303
Rockwall, TX 75032

Owner: Thomas Saadeh

Legend:

(I): Comment is provided for informational purposes only.
(R): Comment requires a response and/or revision to the submitted plans.
(Refence Heath Code of Ordinances, Sec. 158.08 Replat)

Please see comments and provide revisions no later than Wednesday, October 1, 2025, for a subsequent/final review by staff. All comments must be addressed, or the application may be considered incomplete. Please provide an electronic revised submittal via PDF and one (1) hard copy. Should you have any questions, please contact the appropriate staff directly.

David Gonzales, Director of Community Development, dgonzales@heathtx.com (972) 961-4832
Brandon Peterson, Fire Marshall, bpeterson@heathtx.com (972) 961-4954
Leisa Price, Building Official, lprice@heathtx.com (972) 961-4880.
Mike Shook, CIP Manager, mshook@heathtx.com (972) 961-4885.
Richard Dormier, City Engineer, richard@fmi-dallas.com (214) 503-0555

2. Planning Department, Daivd Gonzales, provides the following comments:
   a) Replat:
      i. (R) Revise Owners Certificate and Dedication (see attached document).
      ii. (R) Correct Title Block to read FINAL PLAT and include ADDITION (i.e. Stronghaven Addition).
      iii. (R) Delineate and label right-of-way dedication along Crisp Road
      iv. (R) Delineate and label the 6" water line along Crisp Road
      v. (R) Ghost-in and label original lot line that divides the tracts.
      vi. (R) Ghost-in and label each Tracts legal information and acreage (i.e. Abstract, Tract 57, 10-acres, etc.)
      vii. (I) Include a label indicating Case No. FP-2025-03 on lower right corner.

   b) Public Works:
      i. (I) Need to determine is sewer is available in the area.

   c) No comments/requirements provided by Building Inspections, Engineering or Fire Department.

CITY of HEATH
City Council
Agenda Brief

MEETING DATE: 10/28/2025 **AGENDA ITEM: 5.b**

Item:

Discussion and action on authorizing the City Manager to execute a Professional Services Agreement with Kimley Horn and Associates, Inc, for a Professional Services Agreement for the design of Wells 2 through 4. *(B. Creed)*

Background:

Kimley Horn has presented a contract for services that includes base services not to exceed $796,500.00 for design services to support the City of Heath Water Bridge Plan. These services include design management, groundwater feasibility study, topographic survey, geotechnical services, subsurface utility engineering, preliminary design (60%), final design (90% to 100%), stakeholder coordination and permitting, and bidding services. The contract also includes additional services of construction contract administration. The breakdown of the consulting fees for this project is as follows:

Task 1	Project Start-Up, Project Management, and Quality Assurance	$ 52,000
Task 2	Topographical Survey Services	35,400
Task 3	Subsurface Utility Engineering	15,600
Task 4	Geotechnical Services	7,700
Task 5	Preliminary Design Report	53,100
Task 6	Potable Water Well and Potable Water Line Design and Permitting	454,500
Task 7	Bidding Services	34,400
Task 8	Construction Contract Administration (not to exceed)	143,800
	PROJECT TOTAL	**$ 796,500**

The project's design is anticipated to be completed by June 2026. Once the design is complete and the wells are bid out, the first project is expected to be competitively bid, with a contract award anticipated in August 2026.

Financial Impact:

This item will be supported by funds from the Utility Capital Reserve Fund to be reimbursed by the 2026 C.O.

Legal Impact:

This scope of work follows the form of previously vetted documents.

Staff Recommendation:

City Staff recommends that City Council authorize the City Manager to enter into an agreement with Kimley Horn for the design of potable water wells 2-4.

Attachments:
Heath Water Wells 2-4 Letter Proposal.pdf

October 24, 2025

Mr. Steven Alexander
City Manager, City of Heath
200 Laurence Dr,
Heath, TX 75032

Re: Professional Services Agreement
Water Wells 2-4
City of Heath, Rockwall County, Texas

Kimley-Horn and Associates, Inc. ("Kimley-Horn" or "the Consultant") is pleased to submit this letter agreement (the "Agreement") to the City of Heath ("the Client") for engineering services for the referenced project. Our project understanding, scope of services, schedule, and fee are below.

Project Understanding

The Consultant understands the Client intends to design, operate, and maintain three potable water wells to provide additional water supply to the Client's existing potable water system. One (1) potable water well will be located at the existing north elevated storage tank (EST), one (1) at the new EST south of Linda Lyon Elementary, one (1) at the existing pump station in Rockwall. The Consultant will provide design phase, bidding phase, and construction phase services to the Client for the referenced project.

Upon receipt of Notice to Proceed, the Consultant will perform the following tasks:

Scope of Services

Task - 1: Project Start-Up, Project Management, and Quality Assurance

Consultant will provide the following professional services for this task:

- Plan and participate in a start-up meeting with the Client to confirm project scope, project goals, personnel, communication preferences, schedule, and deliverables.
- Review existing material and reports. Develop project documents using the following:
    - Heath record drawings.
        - Facility record drawings.
        - Potable water system record drawings.
    - Franchise utility information.
    - Texas Water Development Board (TWDB) information.
    - Texas Commission on Environmental Quality (TCEQ) well drilling logs.
    - Property ownership information.
- Manage professional services to complete the project, consisting of preparation of progress reports, action item logs, decision logs, design team meetings, technical review, schedules, and invoicing.
- Provide monthly progress updates to the Client that consist of the following:
    - Summary of work completed.
    - Project budget summary.
    - Project schedule.

  - Summary of the Client's action items.
  - Upcoming project activities, milestones, and dates.
- Conduct Quality Assurance/Quality Control (QA/QC).
- Perform up to three (3) site visits to each well location and the pump station and ground storage tank site.

Task - 2: Topographical Survey Services

Task - 2A: Field Survey

Consultant shall coordinate and furnish field surveying operations necessary for the complete design of the Project as outlined. The Consultant shall direct the work of the field survey crew(s) to perform the following:

- Establish horizontal and vertical control.
- Tie property corner monuments to establish right-of-way lines, property lines from record documents found through typical research and documents provided to Consultant.
- Topographic Information consisting of cross sections of the existing ground features as needed for design. Collect spot elevations to facilitate the generation of one-foot (1') contours.
- Horizontal and vertical location of above ground visible surface features within the Project limits that consists of existing paving, driveways, curbs, sidewalks, buildings, mailboxes, bridges, culverts, retaining walls, headwalls, fence lines, existing above ground visible franchise and public utilities and appurtenances such as water valves, fire hydrants, manholes, vaults, transformers, boxes.
- Consultant will request OneCall/Texas 811 to mark existing underground utilities in the field and locate visible markings found at the time of survey.
- Consultant will locate flowlines of wastewater and storm sewer manholes and inlets within project scope.

Assumptions:

- Client will provide access permissions for all necessary survey locations.
- Platting will not be required at any site.
- Three (3) potable water lines will be no more than 1,000 linear feet.
- Survey for Well Site 3 is excluded. The City is currently under contract with another consultant to perform design of a new elevated storage tank on the same site. It is understood that the survey performed for that site will be provided for this project as well.

Task – 2B: Easements

- Easements:
  - Prepare exhibits and metes and bounds boundary easement descriptions for tracts impacted by the project. Easements shall be tied to the nearest property corners and the point of beginning tied to a monumented property corner. This consists of review and QC of easement documents, preparing schematic easement exhibits, and addressing Client comments. The followings easements are anticipated for this project:
    - 3 Sanitary Sewer Easements; $2,000 each

Assumptions:

- Platting will not be required at any site.

Task - 3: Subsurface Utility Engineering (SUE)

Consultant will perform SUE in accordance with ASCE CI/ASCE 38-02 "Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data." Consultant will provide the following professional services for this task:

- Field Investigation (Quality Level A):
  - Locate utilities by exposing them through non-destructive digging (potholing) to determine their horizontal and vertical positions (Quality Level A). A maximum of six (6) potholes will be performed.
- Survey SUE
  - Perform survey necessary to incorporate SUE locates into topographic survey. Surveying will be on a time-expended basis. For budget purposes, it is assumed that up to one (1) day of survey field work will be performed.

Deliverables:

- Summary sheet of pothole coordinate and depth data.

Assumptions:

- The total number of potholes for the Quality Level A investigation will be limited to six (6). Any additional potholes required beyond this limit will be managed as an additional service.

Task - 4: Geotechnical Services

Consultant will provide the following professional services for this task:

- Geotechnical Investigation:
  - Well Locations:
    - Perform geotechnical borings at each well location. Up to three (3) borings will be drilled, each to a depth of 15 feet.
- Geotechnical Analysis:
  - Assess soil and groundwater conditions, including an evaluation of the water table.
  - Provide recommendations for foundation types, depths, allowable loads, and backfill requirements for the well locations.
  - Evaluate subgrade conditions and provide guidance for excavation and grading activities.
  - Offer recommendations for yard piping installation, including bedding and backfill material specifications.
- Geotechnical Report:
  - Prepare a comprehensive geotechnical report summarizing the results of the subsurface investigation and laboratory tests. The report will consist of relevant data, analyses, and engineering recommendations for foundation design and soil stabilization for the well locations.

Deliverables:

- Two (2) copies of the comprehensive geotechnical report, including field and laboratory data, analyses, and recommendations.

Assumptions:

- The Client will assist with access to drilling locations and provide necessary permissions.
- Unanticipated subsurface conditions requiring additional investigation will be managed as an additional service.

Task - 5: Preliminary Design Report

Consultant will provide the following professional services for this task:

- Groundwater Feasibility Study – Perform an analysis of groundwater as a possible source of water supply within a boundary of the proposed potable water well locations.
    - The study will consist of a review of existing groundwater wells adjacent to or located on the project site. The study will evaluate the governing State of Texas (State) and local rules and requirements, as well as general historical reports and well construction records available through the State, and the Texas Water Development Board (TWDB), regarding groundwater production and groundwater availability.
    - Review available groundwater quality data for the aquifer systems in the vicinity of the project site, specifically areas surrounding existing groundwater wells adjacent to the project site.
    - Consultant will provide the following findings for use in the Preliminary Design Report:
        - Identify specific proposed well location through maps showing location of property relative to county level, location of well relative to property boundaries, and other relevant features.
        - Analysis of the following:
            - Identification of the aquifers for the project site.
            - Discussion of surface and subsurface geology at well site.
            - Provide a discussion of the variability of wells in the area, if applicable.
            - Identify registered wells within a 1-mile radius of the proposed well using publicly-available District or State well database.
            - Identify streams or springs within 1-mile radius of the proposed well.
            - Identify proposed well depths based on aquifer characteristics.
        - Discuss known water quality in the area based on literature and well reports.
        - Review interference analysis including a discussion of the estimated impacts on existing adjacent registered wells based on the TWDB guidelines.
- Prepare One (1) Preliminary Design Report that addresses and consists of the following:
    - Results of groundwater feasibility study.
    - Site plan for the identified potable water well sites showing the general layout of the expected site and major equipment.
    - Identification of the following:
        - Location of preferred connection points to existing potable water system for each potable water well.
        - Recommendation for preferred construction contract method (e.g., competitive sealed proposal).
        - Anticipated construction schedule.
    - Preliminary opinion of probable construction cost (OPCC).

Deliverables:

- Preliminary Design Report.
    - Three (3) hard copies and a digital PDF copy.

Assumptions:

- Water well locations were identified by Client and provided to Consultant.

- Three (3) potable water lines will be no more than 1,000 linear feet.
- Hydraulic modeling to evaluate water age and mixing will not be included.

Task - 6: Potable Water Well and Potable Water Line Design and Permitting

Task - 6A: Preliminary Design

Consultant will provide the following professional services for this task:

- Evaluate and size an onsite disinfection system for each potable water well.
    - Consultant will determine and provide the disinfectant dosing requirements needed for each well, in conformance with TCEQ regulations. The disinfection system will consist of a chlorine and ammonia solution to match the existing City disinfection system.
- Prepare preliminary design documents that address and consist of the following:
    - Site plan for the identified potable water well sites showing the general layout of the expected site and major equipment.
    - Identification of the following:
        - Location of preferred connection points to existing potable water system for each potable water well.
        - Horizontal alignment of each water line from the proposed well locations to the proposed connection points.
    - Preliminary opinion of probable construction cost (OPCC).

Meetings:

- One (1) preliminary design meeting with Client.

Assumptions:

- Water well locations were identified by Client and provided to Consultant.
- Three (3) potable water lines will be no more than 1,000 linear feet.
- Hydraulic modeling to evaluate water age and mixing will not be included.

Task - 6B: 60% Design

Consultant will provide the following professional services for this task for each potable water well:

- Perform the Potential Pollution Survey.
- Coordinate with City's design consultant for the proposed EST at well site 3.
- Evaluate the power requirements
    - Consultant will determine and provide the power requirements needed for each well to the MEP engineer.
- Prepare well drawings.
    - Consultant will design one potable water line for each potable water well for a total of three (3) potable water lines. The potable water lines will extend from the well head and will connect to the existing potable water system.
    - Consultant will prepare drawings in accordance with the published rules, regulations, and procedures of the TCEQ and the Client, as applicable. The drawings will consist of:
        - Cover sheet.
        - General project notes.
        - Horizontal & vertical control plan.

        - Well site plan @ 1" = 10' scale.
        - Potable water well details.
        - Potable water line plan and profile (1 sheet anticipated).
        - Construction details.
        - Electrical sheets consisting of:
            - Electrical site layout.
            - Electrical one-line diagram and load analysis.
            - Conduit schedule.
            - Electrical control schematics.
            - SCADA and radio block network diagrams.
            - Electrical details.
- Develop Preliminary OPCC.
- Address Client 30% comments.

Meetings:

- One (1) 60% design meeting with Client.

Deliverables:

- 60% construction plans submittal. All three (3) wells will be included in one (1) plan set. Three (3) 11x17 hard copies and a digital PDF copy.

Assumptions:

- Water well locations were identified by Client and provided to Consultant.
- Water wells will be of similar design and will be designed with 1 million gallons per day (MGD) pumps.
    - Consultant makes no guarantee for the production capacity.
- All potable water lines are assumed to be no more than 1,000 linear feet.

Task - 6C: Final Design

Consultant will provide the following professional services for this task for the potable water well locations:

- Coordinate with City's design consultant for the proposed EST at well site 3.
- Prepare well drawings and specifications.
    - Consultant will design one potable water line for each potable water well for a total of three (3) potable water lines. The potable water lines will extend from the well head and will connect to the existing potable water system.
    - Consultant will prepare drawings and specifications in accordance with the published rules, regulations, and procedures of the TCEQ and the Client, as applicable. The following elements are anticipated:
        - Construction drawings
            - Cover sheet.
            - General project notes.
            - Horizontal & vertical control plan.
            - Well site plan.
            - Potable water well details.
            - Discharge piping details.
            - Disinfection system details.

- Potable water line plan and profile.
- Construction details.
- Structural general notes.
- Structural pad foundation design.
- Structural details.
- Electrical sheets consisting of:
    - Electrical site layout.
    - Electrical one-line diagram and load analysis.
    - Conduit schedule.
    - Electrical control schematics.
    - SCADA and radio block network diagrams.
    - Electrical details.

▪ Project Manual.

- Prepare technical specifications for materials and installation of the proposed facilities.
- Prepare front end documents consisting of Notice to Bidders, Instructions to Bidders, Contract Agreement, Supplementary Conditions, and other forms and questionnaires as necessary to facilitate bidding and contracting the Project.
- Perform quantity take-offs and prepare Bid Form.

- Perform Arc Flash Hazard Analysis.
    - Analysis will consist of both a short circuit study and an arc-flash study.
- Submit the drawings and specifications noted above to TCEQ including related drawings, specifications, signed easements, location maps with surrounding wells, a copy of the deed or easement where the well site is to be located as required, for “Approval to Construct”. Consultant will represent the Client during the application process.
- Develop Final OPCC.
- Address Client 60% comments.
- Address Client 90% comments.

Meetings:

- One (1) miscellaneous design meeting with Client.
- One (1) 90% design meeting with Client.

Deliverables:

- 90% construction plans and specifications submittal. All three (3) wells will be included in one (1) plan set.
    - Three (3) 11x17 hard copies and digital PDF copy.
- 100% signed and sealed submittal for each well.
    - Three (3) 11x17 hard copies and digital PDF copy.

Assumptions:

- Water well locations were identified by Client and provided to Consultant.
- Water wells will be of similar design and will be designed with 1 MGD pumps.
    - Consultant makes no guarantee for the production capacity.
- All potable water lines are assumed to be no more than 1,000 linear feet.
- There will be one (1) construction package that consists of all three (3) potable water wells.

Task - 7: Bidding Services

The Consultant will perform the following professional services for bidding of this project:

- Answer contractor questions and prepare and issue bidding addenda as required. Up to two (2) addenda are assumed.
- Facilitate the bid opening and prepare a tabulation of bids.
- Coordinate with prospective bidders.
- Review and assist Client in evaluating the qualifications of the apparent successful bidder and proposed major specialty subcontractors. This review and evaluation may consist of such factors as work previously completed, equipment that is available for the work, publicly available financial resources, technical experience, and responses from references.
- Prepare a written recommendation to the Client for award of contract.
- Attend and present at the city council meeting where the project is intended to be awarded.
- Prepare four (4) sets of the contract documents for execution by the contractor, receive and review such documents for completeness, and provide to the Client for review and execution.
- Prepare conformance documents.

Assumptions:

- There will be one (1) construction package that consists of all three (3) potable water wells.

Task - 8: Construction Contract Administration

Consultant will provide the following professional services for this task:

- Pre-Construction Conference. Consultant will conduct [or attend] a Pre-Construction Conference before the start of construction.
- Consultant will not supervise, direct, or control Contractor's work, and will not have authority to stop the Work or responsibility for the means, methods, techniques, equipment choice and use, schedules, or procedures of construction selected by Contractor, for safety programs incident to Contractor's work, or for failure of Contractor to comply with laws. Consultant does not guarantee Contractor’s performance and has no responsibility for Contractor's failure to perform in accordance with the Contract Documents.
- Consultant is not responsible for any duties assigned to it in the construction contract that are not expressly provided for in this Agreement.
- Construction Meetings. Consultant will attend up to sixteen (16) construction meetings on site.
- Recommendations with Respect to Defective Work. Consultant will recommend to Client that Contractor's work be disapproved and rejected while it is in progress if Consultant believes that such work will not produce a completed Project that generally conforms to the Contract Documents.
- Clarifications and Interpretations. Consultant will respond to up to five (5) Contractor requests for information made in accordance with the Contract Documents and issue necessary clarifications and interpretations. Any orders authorizing variations from the Contract Documents will be made only by Client.
- Change Orders. Consultant may recommend Change Orders to the Client and will review and make recommendations related to Change Orders submitted or proposed by the Contractor.
- Shop Drawings and Samples. Consultant will review up to thirty (30) Shop Drawings, Samples, resubmittals, and other data which Contractor is required to submit, but only for general conformance with the Contract Documents. Such review and any action taken in response will not extend to means, methods, techniques, equipment choice and usage,

schedules, or procedures of construction or to related safety programs. Any action in response to a shop drawing will not constitute a change in the Contract Documents, which can be changed only through the Change Orders.

- Substitutes and "or-equal/equivalent." Consultant will evaluate the acceptability of substitute or "or-equal/equivalent" materials and equipment proposed by Contractor in accordance with the Contract Documents.
- Inspections and Tests. Consultant may require special inspections or tests of Contractor's work, and may receive and review certificates of inspections within Consultant's area of responsibility. Consultant's review will be solely to determine that the results indicate compliance with the Contract Documents and will not be an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the Contract Documents. Consultant is entitled to rely on the results of such tests.
- Disputes between Client and Contractor. Consultant will, if requested by Client, render written decision on all claims of Client and Contractor relating to the acceptability of Contractor's work or the interpretation of the requirements of the Contract Documents. In rendering decisions, Consultant shall be fair and not show partiality to Client or Contractor and shall not be liable in connection with any decision.
- Applications for Payment. Based on its observations and on review of applications for payment and supporting documentation, Consultant will recommend amounts that Contractor be paid. Recommendations will be based on Consultant's knowledge, information and belief, and will state whether in Consultant's opinion Contractor's work has progressed to the point indicated, subject to any qualifications stated in the recommendation. Consultant's recommendations will not be a representation that its observations to check Contractor's work have been exhaustive, extended to every aspect of Contractor's work, or involved detailed inspections. Consultant will review up to twenty four (24) payment applications.
- Consultant will conduct a substantial completion site visit to evaluate whether the completed Work of Contractor is generally in accordance with the Contract Documents.
- Record Drawings. As an additional service if required, Consultant will prepare a record drawing showing significant changes reported by the Contractor or made to the design by Consultant. Record drawings are not guaranteed to be as-built, but will be based on information made available.

Assumptions:

- There will be one (1) construction package that consists of all three (3) potable water wells.
- Construction will last 28 months.
- Construction observation is not included.

Overall Project Assumptions:

- The Consultant will prepare preliminary opinions of probable construction cost for the project The Consultant has no control over the cost of labor, materials, equipment, or over the Contractor's methods of determining prices or over competitive bidding or market conditions. Opinions of probable costs provided are based on the information known to Consultant at this time and represent only the Consultant's judgment as a design professional familiar with the construction industry. The Consultant cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from its opinions of probable costs.

Additional Services:

Services not specifically identified in the Scope of Services above shall be considered additional and shall be performed on an individual basis upon authorization by the Client. Compensation for additional services will be agreed to prior to their performance. Such services shall include, but are not limited to, the following:

- Performing construction administration or construction observation services.
- Franchise Utility Coordination and/or Design beyond those specifically included in the Scope of Services referenced above
- Additional permitting requirements beyond those specifically included in the Scope of Services
- Public meetings beyond those specifically included in the Scope of Services
- Professional services associated with re-bidding the project.
- Making significant modifications to the plans and specifications after the preliminary submittals have been approved by the Client
- Any additional changes to the Contract Documents necessary to break the project into more than two construction packages.
- Assisting Client in the defense or prosecution of litigation in connection with or in addition to those services contemplated by this Agreement. Such services, if any, shall be furnished by Consultant on a fee basis negotiated by the respective parties outside of and in addition to this Agreement
- Providing any other professional services requested in writing by the Client and as a part of this project that are not listed in the Scope of Services.
- Sampling, testing, or analysis beyond that specifically included in the Scope of Services
- Providing professional services associated with the discovery of any hazardous waste or materials in the project route
- Accompanying the Client's personnel when meeting with the Texas Commission on Environmental Quality, U.S. Environmental Protection Agency or other regulatory agencies during the course of the Project. Consultant will assist the Client's personnel on an as-needed basis in preparing compliance schedules, progress reports, and providing general technical support for the Client's compliance efforts
- Preparing applications and supporting documents for government grants, loans, or planning advances, and providing data for detailed applications
- Providing construction staking, additional platting, or other surveying services not identified in the above scope of services.
- Providing any easement acquisition services.
- Any services not listed in the Scope of Services.

Schedule
Consultant will provide our services as expeditiously as practicable to meet a mutually agreed upon schedule. Please refer to the attached PDF document labeled "Anticipated Design and Construction Schedule". This schedule is an anticipated timeline based on current projections and coordination with prospective contractors. The anticipated schedule is built around the assumption of City Council approval on October 28th and is provided for planning purposes only. Any deviation or constraint that impacts the schedule will be addressed with the Client if they arise.

Terms of Compensation
For services included in Tasks 1- 7 above, the Client agrees to pay the Consultant on a lump sum basis. For Task 8 above, the Client agrees to pay the Consultant on an hourly (not to exceed) basis. See below for Task budget breakdowns:

Task 1 – Project Start-Up, Project Management, and Quality Assurance	$	52,000
Task 2 – Topographical Survey Services		
Task 2A – Field Survey	$	29,400
Task 2B – Easements	$	6,000
Task 3 – Subsurface Utility Engineering	$	15,600
Task 4 – Geotechnical Services	$	7,700
Task 5 – Preliminary Design Report	$	53,100
Task 6 – Potable Water Well and Potable Water Line Design and Permitting		
Task 6A – Preliminary Design	$	78,400
Task 6B – 60% Design	$	198,900
Task 6C – Final Design	$	177,200
Task 7 – Bidding Services	$	34,400
Task 8 – Construction Contract Administration (not to exceed)	$	143,800
PROJECT TOTAL	**$**	**796,500**

Closure
In addition to the matters set forth herein, our Agreement shall include and be subject to, and only to, the attached Standard Provisions, which are incorporated by reference. As used in the Standard Provisions, "Kimley-Horn" shall refer to Kimley-Horn and Associates, Inc., and "Client" shall refer to City of Heath.

Kimley-Horn, in an effort to expedite invoices and reduce paper waste, submits invoices via email in an Adobe PDF format. We can also provide a paper copy via regular mail if requested. Please include the invoice number and Kimley-Horn project number with all payments. Please provide the following information:

Please email all invoices to:

To ensure proper set up of your projects so that we can get started, please complete and return with the signed copy of this Agreement the attached Request for Information. Failure to supply this information could result in delay in starting work on your project.

We appreciate the opportunity to provide these services to you. Please contact me if you have any questions.

Very truly yours,

KIMLEY-HORN AND ASSOCIATES, INC.

Kenny Friar, P.E.
Project Manager

Anthony Samarripas, P.E.
Vice President

Agreed to this ____ day of _____, 2025.

City of Heath

By: _____

Title: City Manager

_____, Witness
(Print or Type Name)

Attachments – Standard Provisions
Attachments – Standard Rate Schedule
Attachments – Anticipated Design and Construction Schedule

Request for Information

Please return this information with your signed contract; failure to provide this information could result in delay in starting your project

Client Identification

Full, Legal Name of Client						
Mailing Address for Invoices						
Contact for Billing Inquiries						
Contact's Phone and e-mail						
Client is (check one)	Owner		Agent for Owner		Unrelated to Owner	

Property Identification

	Parcel 1	Parcel 2	Parcel 3	Parcel 4
Street Address				
County in which Property is Located				
Tax Assessor's Number(s)				

Property Owner Identification

	Owner 1	Owner 2	Owner 3	Owner 4
Owner(s) Name				
Owner(s) Mailing Address				
Owner's Phone No.				
Owner of Which Parcel #?				

Project Funding Identification – List Funding Sources for the Project

Attach additional sheets if there are more than 4 parcels or more than 4 owners

KIMLEY-HORN AND ASSOCIATES, INC.
STANDARD PROVISIONS

1) **Kimley-Horn's Scope of Services and Additional Services.** Kimley-Horn will perform only the services specifically described in this Agreement ("Services"). Any services that are not set forth in the scope of Services described herein will constitute additional services ("Additional Services"). If requested by the Client and agreed to by Kimley-Horn, Kimley-Horn will perform Additional Services, which shall be governed by these provisions. Unless otherwise agreed to in writing, the Client shall pay Kimley-Horn for any Additional Services an amount based upon Kimley-Horn's then-current hourly rates plus an amount to cover certain direct expenses including telecommunications, in-house reproduction, postage, supplies, project related computer time, and local mileage. Other direct expenses will be billed at 1.15 times cost.

2) **Client's Responsibilities**. In addition to other responsibilities herein or imposed by law, the Client shall:
   a. Designate in writing a person to act as its representative, such person having complete authority to transmit instructions, receive information, and make or interpret the Client's decisions.
   b. Provide all information and criteria as to the Client's requirements, objectives, and expectations for the project and all standards of development, design, or construction.
   c. Provide Kimley-Horn all available studies, plans, or other documents pertaining to the project, such as surveys, engineering data, environmental information, etc., all of which Kimley-Horn may rely upon.
   d. Arrange for access to the site and other property as required for Kimley-Horn to provide its services.
   e. Review all documents or reports presented by Kimley-Horn and communicate decisions pertaining thereto within a reasonable time so as not to delay Kimley-Horn.
   f. Furnish approvals and permits from governmental authorities having jurisdiction over the project and approvals and consents from other parties as may be necessary.
   g. Obtain any independent accounting, legal, insurance, cost estimating, and feasibility services required by Client.
   h. Give prompt written notice to Kimley-Horn whenever the Client becomes aware of any development that affects Kimley-Horn's services or any defect or noncompliance in any aspect of the project.

3) **Period of Services**. Unless otherwise stated herein, Kimley-Horn will begin work after receipt of a properly executed copy of this Agreement. This Agreement assumes conditions permitting continuous and orderly progress through completion of the services. Times for performance shall be extended as necessary for delays or suspensions due to circumstances that Kimley-Horn does not control. If such delay or suspension extends for more than six months, Kimley-Horn's compensation shall be renegotiated.

4) **Method of Payment.** Client shall pay Kimley-Horn as follows:
   a. Invoices will be submitted periodically for services performed and expenses incurred. Payment of each invoice will be due within 25 days of receipt. The Client shall also pay any applicable sales tax. All retainers will be held by Kimley-Horn and applied against the final invoice. Interest will be added to accounts not paid within 25 days at the maximum rate allowed by law. If the Client fails to make any payment due under this or any other agreement within 30 days after Kimley-Horn's transmittal of its invoice, Kimley-Horn may, after giving notice to the Client, suspend services and withhold deliverables until all amounts due are paid.
   b. The Client will remit all payments electronically to:
      Account Name: KIMLEY-HORN AND ASSOCIATES, INC.
      Bank Name and Address: WELLS FARGO BANK, N.A., SAN FRANCISCO, CA 94104
      Account Number: 2073089159554
      ABA#: 121000248
   c. The Client will send the project number, invoice number and other remittance information by e-mail to payments@kimley-horn.com at the time of payment.

d. If the Client relies on payment or proceeds from a third party to pay Kimley-Horn and Client does not pay Kimley-Horn's invoice within 60 days of receipt, Kimley-Horn may communicate directly with such third party to secure payment.
e. If the Client objects to an invoice, it must advise Kimley-Horn in writing giving its reasons within 14 days of receipt of the invoice or the Client's objections will be waived, and the invoice shall conclusively be deemed due and owing. If the Client objects to only a portion of the invoice, payment for all other portions remains due.
f. If Kimley-Horn initiates legal proceedings to collect payment, it shall recover, in addition to all amounts due, its reasonable attorneys' fees, reasonable experts' fees, and other expenses related to the proceedings. Such expenses shall include the cost, at Kimley-Horn's normal hourly billing rates, of the time devoted to such proceedings by its employees.
g. The Client agrees that the payment to Kimley-Horn is not subject to any contingency or condition. Kimley-Horn may negotiate payment of any check tendered by the Client, even if the words "in full satisfaction" or words intended to have similar effect appear on the check without such negotiation being an accord and satisfaction of any disputed debt and without prejudicing any right of Kimley-Horn to collect additional amounts from the Client.

5) **Use of Deliverables.** All documents, data, and other deliverables prepared by Kimley-Horn are related exclusively to the services described in this Agreement and may be used only if the Client has satisfied all of its obligations under this Agreement. They are not intended or represented to be suitable for use or reuse by the Client or others on extensions of this project or on any other project. Any modifications by the Client to any of Kimley-Horn's deliverables, or any reuse of the deliverables without written authorization by Kimley-Horn will be at the Client's sole risk and without liability to Kimley-Horn, and the Client shall indemnify, defend and hold Kimley-Horn harmless from all claims, damages, losses and expenses, including but not limited to attorneys' fees, resulting therefrom. Kimley-Horn's electronic files and source code remain the property of Kimley-Horn and shall be provided to the Client only if expressly provided for in this Agreement. Any electronic files not containing an electronic seal are provided only for the convenience of the Client and use of them is at the Client's sole risk. In the case of any defects in the electronic files or any discrepancies between them and the hardcopy of the deliverables prepared by Kimley-Horn, the hardcopy shall govern.

6) **Intellectual Property.** Kimley-Horn may use or develop its proprietary software, patents, copyrights, trademarks, trade secrets, and other intellectual property owned by Kimley-Horn or its affiliates ("Intellectual Property") in the performance of this Agreement. Intellectual Property, for purposes of this section, does not include deliverables specifically created for Client pursuant to the Agreement and use of such deliverables is governed by section 5 of this Agreement. Unless explicitly agreed to in writing by both parties to the contrary, Kimley-Horn maintains all interest in and ownership of its Intellectual Property and conveys no interest, ownership, license to use, or any other rights in the Intellectual Property to Client. Any enhancements of Intellectual Property made during the performance of this Agreement are solely owned by Kimley-Horn and its affiliates. If Kimley-Horn's services include providing Client with access to or a license for Kimley-Horn's (or its affiliates') proprietary software or technology, Client agrees to the terms of the Software License Agreement set forth at https://www.kimley-horn.com/khts-software-license-agreement ("the License Agreement") which terms are incorporated herein by reference.

7) **Opinions of Cost.** Because Kimley-Horn does not control the cost of labor, materials, equipment or services furnished by others, methods of determining prices, or competitive bidding or market conditions, any opinions rendered as to costs, including but not limited to the costs of construction and materials, are made solely based on its judgment as a professional familiar with the industry. Kimley-Horn cannot and does not guarantee that proposals, bids or actual costs will not vary from its opinions of cost. If the Client wishes greater assurance as to the amount of any cost, it shall employ an independent cost estimator. Kimley-Horn's services required to bring costs within any limitation established by the Client will be paid for as Additional Services.

8) **Termination.** The obligation to provide further services under this Agreement may be terminated by either party upon seven days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof, or upon thirty days' written notice for the convenience of the terminating party. Kimley-Horn shall be paid for all services rendered and expenses incurred to the effective date of termination, and other reasonable expenses incurred by Kimley-Horn as a result of such termination.

9) **Standard of Care.** The standard of care applicable to Kimley-Horn's services will be the degree of care and skill ordinarily exercised by consultants performing the same or similar services in the same locality at the time the services are provided. No warranty, express or implied, is made or intended by Kimley-Horn's performance of services, and it is agreed that Kimley-Horn is not a fiduciary with respect to the Client.

10) **LIMITATION OF LIABILITY.** In recognition of the relative risks and benefits of the Project to the Client and Kimley-Horn, the risks are allocated such that, to the fullest extent allowed by law, and notwithstanding any other provisions of this Agreement or the existence of applicable insurance coverage, that the total liability, in the aggregate, of Kimley-Horn and Kimley-Horn's officers, directors, employees, agents, and subconsultants to the Client or to anyone claiming by, through or under the Client, for any and all claims, losses, costs, attorneys' fees, or damages whatsoever arising out of or in any way related to the services under this Agreement from any causes, including but not limited to, the negligence, professional errors or omissions, strict liability or breach of contract or any warranty, express or implied, of Kimley-Horn or Kimley-Horn's officers, directors, employees, agents, and subconsultants, shall not exceed twice the total compensation received by Kimley-Horn under this Agreement or $50,000, whichever is greater. Higher limits of liability may be negotiated for additional fee. This Section is intended solely to limit the remedies available to the Client or those claiming by or through the Client, and nothing in this Section shall require the Client to indemnify Kimley-Horn.

11) **Mutual Waiver of Consequential Damages.** In no event shall either party be liable to the other for any consequential, incidental, punitive, or indirect damages including but not limited to loss of income or loss of profits.

12) **Construction Costs.** Under no circumstances shall Kimley-Horn be liable for extra costs or other consequences due to changed or unknown conditions or related to the failure of contractors to perform work in accordance with the plans and specifications. Kimley-Horn shall have no liability whatsoever for any costs arising out of the Client's decision to obtain bids or proceed with construction before Kimley-Horn has issued final, fully approved plans and specifications. The Client acknowledges that all preliminary plans are subject to substantial revision until plans are fully approved and all permits obtained.

13) **Certifications.** All requests for Kimley-Horn to execute certificates, lender consents, or other third-party reliance letters must be submitted to Kimley-Horn at least 14 days prior to the requested date of execution. Kimley-Horn shall not be required to execute certificates, consents, or third-party reliance letters that are inaccurate, that relate to facts of which Kimley-Horn does not have actual knowledge, or that would cause Kimley-Horn to violate applicable rules of professional responsibility.

14) **Dispute Resolution.** All claims arising out of this Agreement or its breach shall be submitted first to mediation in accordance with the American Arbitration Association as a condition precedent to litigation. Any mediation or civil action by Client must be commenced within one year of the accrual of the cause of action asserted but in no event later than allowed by applicable statutes.

15) **Hazardous Substances and Conditions.** Kimley-Horn shall not be a custodian, transporter, handler, arranger, contractor, or remediator with respect to hazardous substances and conditions. Kimley-Horn's services will be limited to analysis, recommendations, and reporting, including, when agreed to, plans and specifications for isolation, removal, or remediation. Kimley-Horn will notify the Client of unanticipated hazardous substances or conditions of which Kimley-Horn actually becomes aware. Kimley-Horn may stop affected portions of its services until the hazardous substance or condition is eliminated.

16) **Construction Phase Services.**
    a. If Kimley-Horn prepares construction documents and Kimley-Horn is not retained to make periodic site visits, the Client assumes all responsibility for interpretation of the documents and for construction observation, and the Client waives any claims against Kimley-Horn in any way connected thereto.
    b. Kimley-Horn shall have no responsibility for any contractor's means, methods, techniques, equipment choice and usage, equipment maintenance and inspection, sequence, schedule, safety programs, or safety practices, nor shall Kimley-Horn have any authority or responsibility to stop or direct the work of any contractor. Kimley-Horn's visits will be for the purpose of observing construction and reporting to the Client whether the contractors' work generally conforms to the construction documents prepared by Kimley-Horn. Kimley-Horn neither guarantees the performance of contractors, nor assumes responsibility for any contractor's failure to perform its work in accordance with the contract documents.
    c. Kimley-Horn is not responsible for any duties assigned to it in the construction contract that are not expressly provided for in this Agreement. The Client agrees that each contract with any contractor shall state that the contractor shall be solely responsible for job site safety and its means and methods; that the contractor shall indemnify the Client and Kimley-Horn for all claims and liability arising out of job site accidents; and that the Client and Kimley-Horn shall be made additional insureds under the contractor's general liability insurance policy.

17) **No Third-Party Beneficiaries; Assignment and Subcontracting.** This Agreement gives no rights or benefits to anyone other than the Client and Kimley-Horn, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole benefit of the Client and Kimley-Horn. The Client shall not assign or transfer any rights under or interest in this Agreement, or any claim arising out of the performance of services by Kimley-Horn, without the written consent of Kimley-Horn. Kimley-Horn reserves the right to augment its staff with subconsultants as it deems appropriate due to project logistics, schedules, or market conditions. If Kimley-Horn exercises this right, Kimley-Horn will maintain the agreed-upon billing rates for services identified in the contract, regardless of whether the services are provided by in-house employees, contract employees, or independent subconsultants.

18) **Confidentiality.** The Client consents to the use and dissemination by Kimley-Horn of photographs of the project and to the use by Kimley-Horn of facts, data and information obtained by Kimley-Horn in the performance of its services. If, however, any facts, data or information are specifically identified in writing by the Client as confidential, Kimley-Horn shall use reasonable care to maintain the confidentiality of that material.

19) **Miscellaneous Provisions.** This Agreement is to be governed by the law of the State where the Project is located and the venue shall lie in Rockwall County, Texas or the United States District Court for the Northern District of Texas – Dallas Division. This Agreement contains the entire and fully integrated agreement between the parties and supersedes all prior and contemporaneous negotiations, representations, agreements, or understandings, whether written or oral. Except as provided in Section 1, this Agreement can be supplemented or amended only by a written document executed by both parties. Any conflicting or additional terms on any purchase order issued by the Client shall be void and are hereby expressly rejected by Kimley-Horn. If Client requires Kimley-Horn to register with or use an online vendor portal for payment or any other purpose, any terms included in the registration or use of the online vendor portal that are inconsistent or in addition to these terms shall be void and shall have no effect on Kimley-Horn or this Agreement. Any provision in this Agreement that is unenforceable shall be ineffective to the extent of such unenforceability without invalidating the remaining provisions. The non-enforcement of any provision by either party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

Kimley-Horn and Associates, Inc.

Hourly Labor Rate Schedule

Classification	*Rate*
Analyst	$170 - $235
Professional	$235 - $300
Senior Professional I	$280 - $385
Senior Professional II	$385 - $405
Senior Technical Support	$185 - $285
Support Staff	$135 - $165
Technical Support	$140 - $195

Effective through December 31, 2025

Subject to annual adjustment thereafter

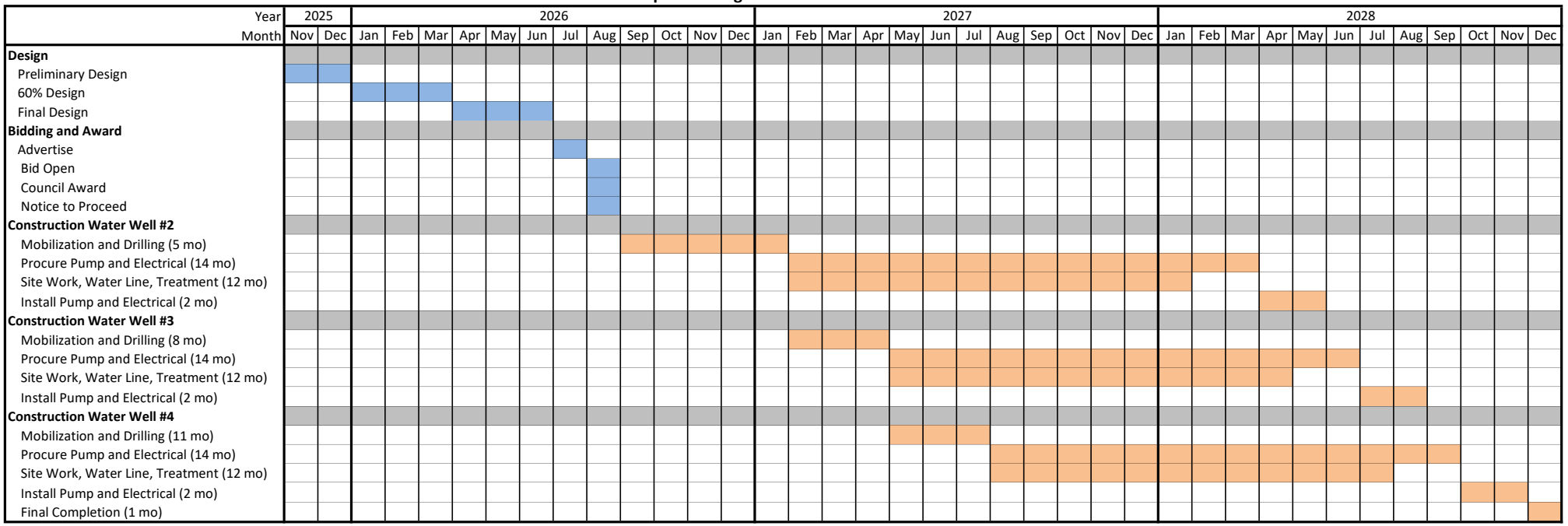
Internal Reimbursable Expenses will be charged at 5% of Labor Billings

External Reimbursable Expenses will be charged at 15% mark-up, or per the Contract

Sub-Consultants will be billed per the Contract

Rev 07/2024

City of Heath
Water Wells #2-4
Anticipated Design and Construction Schedule



CITY of HEATH
City Council
Agenda Brief

MEETING DATE: 10/28/2025 **AGENDA ITEM: 5.c**

Item:

Discussion and action regarding Hill & Wilkinson change orders to support the Towne Center Park project. *(B. Creed)*

Background:

In support of the Towne Center Park Project City Staff is requesting contract change order approvals for the following:

- $48,887.90 for the relocation of the 12-inch waterline and a 3-inch water line that conflicted with the entrance pond of the Park. These lines were discovered during excavation and needed emergency repair during this process.
- $52,550.58 for the installation of primary electrical service to support the new water well. This item relocates both primary power conduits to a central location, allowing the transformers to be set, thereby servicing the Park and the new well.

Total to be added to the existing contract: $101,438.48

This will amend the contract from $12,788,690.16 to $12,890,128.64.

Financial Impact:

The proposed change orders total $101,438.48 and will be funded through the Certificates of Obligation 2023 Capital Projects Fund.

Legal Impact:

None

Staff Recommendation:

City Staff recommends that City Council approve the change orders presented in support of the Towne Center Park project

Attachments:

PCO 19 - 12in Water Line at Laurence and FM 740.pdf
PCO 20 - Revision 14 & 17 no plans.pdf

HILL & WILKINSON
GENERAL CONTRACTORS

Proposed Change Order

Number: 19

2703 Telecom Parkway, Suite 120
Richardson, TX 75082

Project: Heath Towne Center Park
200 Laurence Drive
Heath, TX 75032

Contract Number: 2712. Heath Towne Center Park

Proposed Change Order #: 19-12" Water Line at Laurence and FM 740

To (Owner): City of Heath
200 Laurence Drive
Heath, TX 75032

Change Order Date : 09/15/2025

You are directed to make the following changes in this Contract:

C.O. Item	Change in Days	UM	Description	Unit Price	Amount
1		LS	Trophy		35,225.00
2		LS	Greyhawk		9,966.00
			Total For Change Order before Add Ons:		45,191.00
			Subcontractor Default Ins.		695.95
			General Liability Insurance		454.23
			Builders Risk Ins		0.65
			Association Dues		67.79
			Maintenance After Completion		112.98
			Fee		2,327.99
			P&P Bond		37.31
			Total For Change Order:		48,887.90

On 5/21/25 Hill and Wilkinson encountered a 12" waterline that was in direct conflict with the Outfall Structure Foundation. This line was brought up to the City and Design team and on initial discussions, it was unidentified in the contract drawings as well as the City Water Maps. Upon review of City Archives, this and an additional portion of 12" line were identified. The 12" waterline was able to be redesigned and rerouted. During the excavation and discovery processes, an unknown and unidentified 3" line was struck and had be repaired. This proposal encompasses the cost of relocating the 12" waterline, repair of the 3" waterline, remobilization of Concrete crew due to the interruptions of the lines, and recompaction and preparation of the subgrade again after completion of the unforeseen conditions Concrete work resumed the week of 7/7/25.

Authorized By Owner:	Authorized by Architect:	Authorized by Contractor:
City of Heath 200 Laurence Drive Heath, TX 75032	Kimley-Horn and Associates, Inc. 12700 Park Central Dr., Suite 1800 Dallas, TX 75395-1640	Hill & Wilkinson Construction Group 2703 Telecom Parkway, Suite 120 Richardson, TX 75082
By: _____	**By:** _____	**By:** Mario Cerno
Date: _____	**Date:** _____	**Date:** 9/22/25

Trophy Construction Services LLC

263 E Ellison St, Burleson, TX 76028

PROJECT:	Towne Center Park
CITY:	Heath, TX
DESCRIPTION:	Budget Plan Revisions
PLAN DATE:	5/27/2025
BID DATE:	6/6/2025
COR:	#005 (BUDGET)

DESCRIPTION: Budget Plan Revisions

ITEM	DESCRIPTION	QTY	UNIT	RATE	TOTAL
1	MOBILIZATION	0	EA	$ 2,500	$ -
	WATER / PUBLIC / OPTION #1 - TIE-IN ABANDONED 12" LN				
1	12"x12" CUT-IN-TEE & 12" GV	2	EA	$ 9,497	$ 18,995
2	12" PVC C900 DR-18 CL235	20	LF	$ 73	$ 1,458
3	TRENCH SAFETY + POLYWRAP	20	LF	$ 2.17	$ 43
4	WL TESTING	20	LF	$ 1.95	$ 39
5	OH&P (10%)	1	LS	$ 205	$ 205
	WATER (OPT#1) TOTAL:			**$**	**20,741**
	WATER / PUBLIC / OPTION #2 - PINK 12" WL				
1	12"x12" CUT-IN-TEE & 12" GV	2	EA	$ 9,497	$ 18,995
2	12" PVC C900 DR-18 CL235	40	LF	$ 73	$ 2,917
3	TRENCH SAFETY + POLYWRAP	20	LF	$ 2.17	$ 43
4	WL TESTING	20	LF	$ 1.95	$ 39
5	OH&P (10%)	1	LS	$ 220	$ 220
	WATER (OPT#1) TOTAL:			**$**	**22,214**

TOTAL ADDITIONAL DAYS: 1

Trophy Construction Services

Louie J Patino	Davis Allard	Wade Allard
Sr. Estimator	Project Mgr	Owner
C: (817)908-6050	(817)600-1052	C: (682)459-3797
O: (817)295-3086	(817)295-3086	O: (817)295-3086

Louie@TrophyConstructionServices.com

Trophy Construction Services LLC
263 E Ellison St, Burleson, TX 76028

PROJECT:	Towne Center Park
CITY:	Heath, TX
DESCRIPTION:	Delay Due to Exist Pipe
PLAN DATE:	9/1/2023
BID DATE:	8/18/2025
COR:	#009

DESCRIPTION: Delay Time (2 Days) Unknown Existing Pipe (Not Per Plans) delayed Water Tie-In. 2nd Day - Water Valves were not off for water re-route which led to pipe blow-out & Ditch Cave-In

ITEM	DESCRIPTION	QTY	UNIT	RATE	TOTAL
1	MOBILIZATION	0	EA	$ 2,500	$ -
2	DELAY DUE TO OTHERS	2	DAYS	$ 5,914	$ 11,828
3	OH&P (10%)	1	LS	$ 1,183	$ 1,183
	TOTAL CHANGE ORDER REQUEST:		**$**		13,011
	CHANGE ORDER BREAK-DOWN				
1	MOBILIZATION	0	LS	$ 2,500	$ -
	LABOR				
1	SUPERINTENDENT	16	HR	$ 72.2	$ 1,155
2	FOREMAN	16	HR	$ 70.0	$ 1,120
3	OPERATOR (2)	32	HR	$ 54.1	$ 1,730
4	PIPE LAYER	16	HR	$ 38.0	$ 608
5	LABORER	16	HR	$ 35.0	$ 560
	LABOR SUB-TOTAL:				$ 5,172
	EQUIPMENT				
1	LB/19.5')	16	HR	$ 164.0	$ 2,624
2	LB/11'7")	16	HR	$ 105.0	$ 1,680
3	924K 26K LB)	16	HR	$ 67.5	$ 1,080
4	CREW TRUCK	16	HR	$ 12.0	$ 192
5	DIESEL FUEL CONSUMPTION	288	GAL	$ 3.75	$ 1,080
	EQUIPMENT SUB-TOTAL:				$ 6,656
	MATERIALS				

SUB-CONTRACTORS			
OTHER			
MOBILIZATION		$	-
LABOR (Sub-Total)		$	5,172
EQUIPMENT (Sub-Total)		$	6,656
MATERIALS (Sub-Total)		$	-
SUBS (Sub-Total)		$	-
OTHER (Sub-Total)		$	-
OH:	5%	$	591
MARG	5%	$	591
TOTAL CHANGE ORDER REQUEST:		**$**	**13,011**

TOTAL ADDITIONAL DAYS:	**2**

NOTE: Any items not specifically called out are excluded. This proposal is based on the Plans/Specs/Geotech provided by the G.C. Trophy is to be paid per installed quantities. This proposal is valid for 30 days from the Bid Date Above.

Trophy Construction Services

Louie J Patino	Davis Allard	Wade Allard
Sr. Estimator	Project Mgr	Owner
C: (817)908-6050	(817)600-1052	C: (682)459-3797
O: (817)295-3086	(817)295-3086	O: (817)295-3086

Louie@TrophyConstructionServices.com

Proposed Change Order

Number: 29

2703 Telecom Parkway, Suite 100
Richardson, TX 75082

Project: 2712 - Heath Towne Center Park
200 Laurence Drive
Heath, TX 75032

Contract Number: 3092.7 2712 - Heath Towne Center Park

Proposed Change Order #: 29-PCO 29 - RFI 27 Existing Waterline in Detention Pond 1

To (Contractor): Greyhawk Services, LLC
2703 Telecom Parkway, Suite 100
Richardson, TX 75082

Change Order Date : 07/08/2025

You are directed to make the following changes in this Contract:

C.O. Item	Change in Days	UM	Description	Unit Price	Amount
29		LS	PCO 29 - RFI 27 Existing Waterline in Detention Pond 1		9,966.00
			Total For Change Order before Add Ons:		9,966.00
			Fee		0.00
			Total For Change Order:		9,966.00

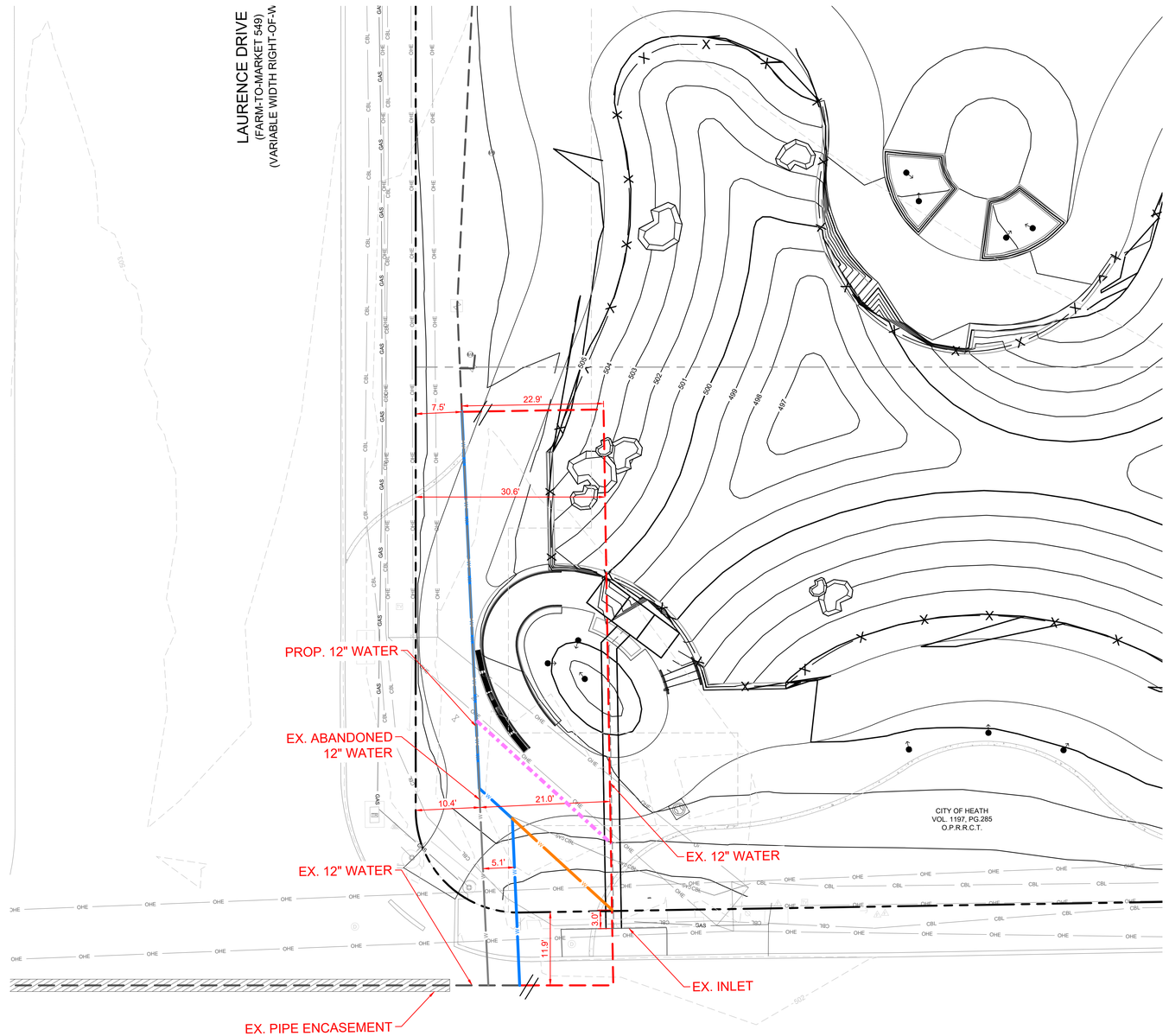
Per RFI 27 earthwork for the re-excavation for the pond wall after waterline fixes have been completed. 1 week of a crew and 1 week of an excavator.

Labor - $5,860
Materials - $0
Equipment - $3,200

A markup of 10%

Total - $9,966

Authorized By Owner:	Authorized by Architect:	Authorized by Contractor:
Hill & Wilkinson Const Grp		Greyhawk Services, LLC 2703 Telecom Parkway, Suite 100 Richardson, TX 75082
,	,	
By: _____	**By:** _____	**By:** _____
Date: _____	**Date:** _____	**Date:** _____





GRAPHIC SCALE IN FEET
0 5 10 20

CAUTION
EXISTING UNDERGROUND UTILITIES. CONTRACTOR TO VERIFY EXACT LOCATION PRIOR TO ANY TRENCHING OR EXCAVATION.

811 Know what's **below.** **Call** before you dig.

This document, together with the concepts and designs presented herein, as an instrument of service, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.

IMAGES
XREFS
Heath Town Center Park Tree CAD - xLighting - xSurvey - xMap - x-storm - xKeyMap - xHosp - x2436 Civil
LAST SAVED 5/27/2025 6:26 PM
PLOTTED BY ROOPJARD, RILEY
PLOTTED ON 5/27/2025 4:53 PM
DWG NAME X:\STORM.DWG [DX]
PATH C:\Users\riley.roopjard\Kimley-Horn\HEATH TOWNE CENTER PARK04 - CAD\REFERENCES

No.	REVISIONS	DATE	BY

Kimley»Horn
2500 PACIFIC AVENUE, SUITE 1100,
DALLAS, TEXAS 75226
PHONE: 972-770-1300 FAX: 972-239-3820
WWW.KIMLEY-HORN.COM TX F-928
© 2025 KIMLEY-HORN AND ASSOCIATES, INC.

KHA PROJECT	064467605
DATE	05/27/25
SCALE	AS SHOWN
DESIGNED BY	RMH
DRAWN BY	MCJ
CHECKED BY	CRB

TOWNE CENTER PARK
PREPARED FOR
CITY OF HEATH
CITY OF HEATH

WATER EXHIBIT

SHEET NUMBER
EX. 1

HILL & WILKINSON
GENERAL CONTRACTORS

Proposed Change Order

Number: 20

2703 Telecom Parkway, Suite 120
Richardson, TX 75082

Project: Heath Towne Center Park
200 Laurence Drive
Heath, TX 75032

Contract Number: 2712. Heath Towne Center Park

Proposed Change Order #: 20-Revision 14 & 17

To (Owner): City of Heath
200 Laurence Drive
Heath, TX 75032

Change Order Date : 09/22/2025

You are directed to make the following changes in this Contract:

C.O. Item	Change in Days	UM	Description	Unit Price	Amount
1		LS	McBride		41,969.00
2		LS	Trophy		8,356.00
3		LS	AALC		-1,748.27
			Total For Change Order before Add Ons:		48,576.73
			Subcontractor Default Ins.		748.08
			General Liability Insurance		488.26
			Builders Risk Ins		0.69
			Association Dues		72.86
			Maintenance After Completion		121.44
			Fee		2,502.41
			P&P Bond		40.11
			Total For Change Order:		52,550.58

This proposal encompasses Revision 14 Electrical changes, and Revision 17 Electrical, Water Utilities, and Landscape changes. Rev 17 Electrical changes will be installed in two parts because the proposed location of the Well Transformer Pole would impact the construction entrance to the site. Revision 14 and 17 electrical changes were based on a new location for the primary power runs for the Park and Well service, per discussions with Oncor. Revision 17 Water Utilities changes were needed due to redesign of the Well Yard and Park Equipment Yard. The 3" waterline had already been installed prior to revisions and required so re-work. Revision 17 landscaping was reduced slightly, so there is a credit.

Authorized By Owner:	Authorized by Architect:	Authorized by Contractor:
City of Heath 200 Laurence Drive Heath, TX 75032	Kimley-Horn and Associates, Inc. 12700 Park Central Dr., Suite 1800 Dallas, TX 75395-1640	Hill & Wilkinson Construction Group 2703 Telecom Parkway, Suite 120 Richardson, TX 75082
By: _____	**By:** _____	**By:** Mario Cerno
Date: _____	**Date:** _____	**Date:** 10/20/2025

3301 East Plano Parkway, Suite 150, Plano, TX 75074
Main: (817) 858-0255 or (972) 733-119
www.mcbrideelectric.com

SERVICE, ONE STEP BEYOND

09/16/2025

Menny Castro
Hill & Wilkinson
2703 Telecom Parkway, Suite 120
Richardson, TX 75082

Subject: Heath Towne Center Park
Furnish and install 4" PVC conduits for Oncor's transformers.
COR # 008 for Rev 14 & Rev 17.

We are pleased to offer the following proposal on the above-referenced project. Our proposal includes labor and materials necessary for the following scope of work:

A. SCOPE OF WORK & PRICING

- **a.** Furnish and install (2) 4" PVC conduits from Oncor pole at FM740 to Oncor's transformer that feed the new main service.
- **b.** Furnish and install (1) 2500lb mule tape in each 4" PVC conduit pre Oncor's specifications.
- **c.** Furnish and install (2) 4" PVC conduit from Oncor pole at FM740 to Oncor's transformer that feed the new well service.
- **d.** Furnish and install (1) 2500lb mule tape in each 4" PVC conduit per Oncor's specifications.
- **e.** Provide trenching from FM740 to Oncor's transformer pads.
- **f.** Provide labor and equipment to backfill the trenches.
- **g.** Furnish and install (2) BEGA Recessed step light fixtures per note 59.
- **h.** Furnish and install (1) 120-volt to 24-DC Power Supply per note 58.
- **i.** Furnish and install (1) Type B ground box per note 57.
- j. Relocate Splash pad circuit per note 53.
- **k.** The deduction from base price is $27,731.00

Add $69,700.00 after the deduction the price is $41,969.00

B. CLARIFICATIONS

1. Pricing based on Oncor Map and directive.
2. We assume all previously established contract terms.
3. All tasks are to be performed during normal business hours (Monday – Friday, 7AM – 3:30PM).
4. McBride Electric has been instructed to proceed at this time.

3301 East Plano Parkway, Suite 150, Plano, TX 75074
Main: (817) 858-0255 or (972) 733-119
www.mcbrideelectric.com

SERVICE, ONE STEP BEYOND

5. Should any work related to this pricing become unnecessary retroactively, no credit will be provided for work already performed.
6. This proposal is based on the usual cost elements such as labor, material and normal markups. It does not include any amount for changes in sequence of work, delays, disruptions, re-scheduling, extended overhead, acceleration and/or impact costs. The right is expressly reserved to make claim for any and all of these related items prior to settlement of this contract.
7. This quote is valid for 30 days.
8. McBride Electric requests (4) business weeks' time extension for this work.

C. EXCLUSIONS

1. Per previously established contract terms.

We appreciate the opportunity to submit this proposal. If you have any questions, please feel free to contact us at 469-451-0732
Jerry Bolden
Respectfully,
Project Manager
McBride Electric
469-451-0732 (mobile)
jbolden@mcbrideelectric.com



Trophy Construction Services LLC

263 E Ellison St, Burleson, TX 76028

PROJECT:	Towne Center Park
CITY:	Heath, tX
DESCRIPTION:	Revised Plan
PLAN DATE:	8/11/2025
BID DATE:	9/25/2025
COR:	#010

DESCRIPTION: Revised Water Plan

ITEM	DESCRIPTION	QTY	UNIT	RATE	TOTAL
1	MOBILIZATION	1	EA	$ 1,500	$ 1,500
	WATER / PUBLIC				
1	DEMO EXIST 3" WATER LINE	40	LF	$ 12	$ 495
2	ADJUST EXIST. 3" WTR VALVE	2	EA	$ 436	$ 871
3	2" CTS SDR-9 CL200 ENDO POLY	10	LF	$ 18	$ 176
4	3" GATE VALVE/BOX	1	EA	$ 1,941	$ 1,941
5	2" GATE VALVE/BOX	1	EA	$ 1,467	$ 1,467
6	DI FITTINGS & CONC BLOCKING	2	EA	$ 504	$ 1,009
7	TRENCH SAFETY	40	LF	$ 1.50	$ 60
8	WL TESTING	40	LF	$ 1.95	$ 78
9	OH&P (10%)	1	LS	$ 760	$ 760
	TOTAL CHANGE ORDER REQUEST:		$		8,356
TOTAL ADDITIONAL DAYS:					1

TROPHY CONSTRUCTION SERVICES, LLC

SR. ESTIMATOR	PM	OWNER
Louie Patino	Davis Allard	Wade Allard
C: (817)908-6050	C:(817)600-1052	C: (682)459-3797
JR. ESTIMATOR	PM	FIELD MANAGER
Liam Power	Shane Thompson	Travis Allard
C: (817)480-0527	C:(910)470-7386	C: (682)277-5432

ESTIMATING: Louie@TrophyConstructionServices.com

ITB'S: Bids@TrophyConstructionServices.com

617 N Cowan Ave.
Lewisville, TX 75057

Change Order Proposal - Revision 17
Proposal Date: 8-12-25

Project Name: Heath - Town Center Park
Project Location: Heath, TX
Plan Date: 10/21/2024

Landscape Item	Size / Description	Qty.	Unit	Unit Cost	Total Cost
Flame Leaf' Sumac ILO Prairie Sumac	8' ht. cont.	-6	EA	$225.00	-$1,350.00
Rosemary	18" ht.	-10	EA	$18.15	-$181.50
Lindheimer's Muhly	1 gal	-19	EA	$7.43	-$141.17
Shredded Hardwood Mulch - 2" Depth	3 CF	-12	bag	$6.30	-$75.60
				Landscape Sub Total:	-$1,748.27
				Sales Tax:	$0.00
				Landscape & Irrigation Total:	-$1,748.27
				Total:	**-$1,748.27**

Project Notes
-This proposal includes the cost for Landscape changes per Revision 17

Inclusions
- One year warranty on all irrigation parts.
- Permits for contracted work
- Notification and documentation of utility locate requests.

Exclusions
- Any implied or conversed services or goods not clearly listed in proposal above.
- Bonds and, or bond fees.
- Engineering, or layout fees.
- Warranty on landscape items not maintained by AALC Inc. during warranty period.
- Permeant or temporary water meters, taps, and any associated fees.
- Water usage fees.
- Repairs or adjustments to any existing landscape or irrigation not clearly shown on landscape or irrigation plans.
- Off site repairs to roadway median(s) and utility tie-in work areas
- Trenching, excavating, or saw cutting through hard rock or clay.
- Excavation or removal of unexpected obstructions discovered.
- Importing or spreading of topsoil.
- Exporting topsoil, or other spoils / garbage from other trades.
- Boring, coring, drilling through or under paved surfaces
- Tree pit drains
- Rye overseeding
- Watering by hand or truck.

- Power supply for irrigation controllers. (Owner / GC to supply power feeds within 5 feet of controller location(s))
- Hydromulching of warm season turf mixes between September 15th and April 15th.
- Extended maintenance after final acceptance.
- Electronic / Textura payment & processing fees.

General Conditions

- Prices provided in above proposal are good for 30 days.
- AALC Inc. will not mobilize on site until a fully executed contract is received in their office at 617 North Cowan Avenue, Lewisville TX 75057.
- Typical mobilization lead times are 3-4 weeks prior to first day of on site work (this varies based on the time of year and size of project).
- Grades will be received +/- 0.10' at all appropriate sub grades.
- Design build irrigation pricing is subject to change once approved irrigation plans are received.
- AALC Inc. reserves the right to place a 4% escalation on all contracted values after every 180 day period.
- Payments for all work performed are due in full on NET 30 terms.
- Failure to meet these payment requirements releases AALC Inc. from continuing work on the project without penalties, fines or fees.
- Changes to contracted work will only be performed with written approval from owner, owners representative or general contractor. ALC Inc will provide a written change order for approval.
- The work of any approved change order becomes a binding part of the contract and is subject to the contracts terms and conditions.

Josh Guillory
Estimator
(469) 630-6001
estimating@aalctx.com

CITY of HEATH
City Council
Agenda Brief

MEETING DATE: 10/28/2025 **AGENDA ITEM: 5.d**

Item:

Discussion and action to authorize the City Manager to execute TIPS contract awards to Boardwalk Paving and Construction LLC. for the repair of Racheal Drive and Kings Pass from FM 549 to Waters Edge Court. *(B. Creed)*

Background:

City Staff is requesting approval from the City Council to authorize the City Manager to execute two TIPS quotes totaling $219,661.61 for repairs on Racheal Drive and King Pass.

- Kings Pass from FM 549 to Waters Edge scores below acceptable levels and warrants repair according to the City of Heath's Pavement Condition Index. (scoring 41 - 70 out of 100)
- Rachael Drive North from Country Club Drive scores below acceptable levels and warrants repair according to the City of Heath's Pavement Condition Index. scoring (26 - 70 out of 100) 30 segments total, with 24 segments scoring fair to poor or very poor.

The City of Heath is a member of TIPS, a nationwide program designed to streamline purchasing processes for public entities, including schools, municipalities, and other governmental organizations. As such, the City of Heath is able to make purchases through its TIPS membership and comply with Texas procurement laws as they related to competitive bidding. Purchasing cooperatives, such as TIPS, provide economies of scale by leveraging the collective purchasing power of their members to negotiate contracts with suppliers.

Financial Impact:

The total cost of the repairs proposed is $219,661.61 and will be funding through the street maintenance funds appropriated in the General Capital Improvement Fund.

Legal Impact:

None

Staff Recommendation:

City Staff recommends that the City Council authorize the City Manager to execute TIPS contract awards to Boardwalk Paving and Construction LLC. for the repair of Racheal Drive and Kings Pass from FM 549

to Waters Edge Court.

Attachments:

Boardwalk Paving Construction Proposal - City of Heath TX - Rachel Drive Repairs.pdf
Boardwalk Paving and Construction Proposal - City of Heath TX - Kings Pass.pdf

Boardwalk Paving & Construction LLC
Boardwalk Plating LLC
Boardwalk Concrete Sawing LLC
Blue Construction Equipment LLC

cell 972.907.1133
office 972.278.8135
2830 S. Jupiter Rd Garland, TX 75041
boardwalkpaving.com

John Douthit -The City of Heath, TX - Rachel Drive Concrete Repairs

9/25/2025

Overview

Boardwalk Paving & Construction submits this bid with the intention of improving street conditions on Rachel Drive.

Scope

- 8" Concrete Paving - 8,010 sq ft
- 6" Flex Base - 8,010 sq ft (245 tons)
- Curb - 588 LF

TOTAL: $189,595.46

TIPS DISCOUNT: 10%

DISCOUNTED TOTAL: $179,635.91

45 day price guarantee, price may increase after this period

Traffic Control and Sprinkler Systems

Boardwalk Paving and Construction, LLC (“Contractor”) shall provide all necessary traffic control measures. Contractor will complete work on one side of the street in its entirety before commencing work on the opposite side, so as to minimize disruption to traffic flow. The parties acknowledge that sprinkler systems are subterranean and cannot be identified or located prior to excavation. In the event any sprinkler system is damaged during the course of the work, Contractor shall repair such damage on site. All such repairs shall be treated as additional work and shall be subject to an additional fee.

Signature: _____ Date: _____
Signature: _____ Date: _____

Mike Hanson
mike@boardwalkpaving.com
682 - 433 - 1816
2830 South Jupiter Road, Garland, TX 75041
www.boardwalkpaving.com

We always leave a job site better than before we were there, we strive for greatness in all aspects of the construction process and pride ourselves on exceptional work and a perfectionist mentality.

Boardwalk Paving & Construction LLC
Boardwalk Plating LLC
Boardwalk Concrete Sawing LLC
Blue Construction Equipment LLC

cell 972.907.1133
office 972.278.8135
2830 S. Jupiter Rd Garland, TX 75041
boardwalkpaving.com

John Douthit -The City of Heath, TX - Kings Pass

10/9/2025

Overview

Boardwalk Paving & Construction submits this bid with the intention of improving street conditions near Kings Pass, Heath TX. TIPS Assignment of contract number **25010401-2320.**

Scope

- 12'x35' - 8" Concrete Finish (CF)
- 19'x73' - 8" CF
- 11'x15' - 8" CF
- 7'x17' - 8" CF
- 6'x6' - 8" CF
- 4'x6' - 8" CF
- 5'x9' - 8" CF
- Flex Base - 63 Tons

TOTAL: $44,473.00

TIPS DISCOUNT: 10%

DISCOUNTED TOTAL: $40,025.70

45 day price guarantee, price may increase after this period

Traffic Control and Sprinkler Systems

Boardwalk Paving and Construction, LLC (“Contractor”) shall provide all necessary traffic control measures. Contractor will complete work on one side of the street in its entirety before commencing work on the opposite side, so as to minimize disruption to traffic flow. The parties acknowledge that sprinkler systems are subterranean and cannot be identified or located prior to excavation. In the event any sprinkler system is damaged during the course of the work, Contractor shall repair such damage on site. All such repairs shall be treated as additional work and shall be subject to an additional fee.

Signature: _____ Date: _____

Signature: _____ Date: _____

Mike Hanson
mike@boardwalkpaving.com
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CITY of HEATH
City Council
Agenda Brief

MEETING DATE: 10/28/2025 **AGENDA ITEM: 5.e**

Item:

Discussion and action on Resolution No. 251028A declaring official intent to reimburse expenditures related to the City of Heath Water Works System with future bond proceeds. *(J. Ayers)*

Background:

The City of Heath is advancing the design, planning, and construction of major water system improvements as part of the City's long-term Water Bridge Plan. These improvements include new water wells, a ground storage tank, and elevated storage tank infrastructure to expand water capacity, reliability, and redundancy for current and future needs.

In preparation of the upcoming issuance of tax-exempt or other qualified obligations to finance these improvements, the City must adopt a reimbursement resolution declaring its intent to reimburse expenditures incurred prior to debt issuance. Adoption of this resolution ensures compliance with federal tax regulations and maintains the City's ability to reimburse itself for eligible project expenditures made from current funds once bond proceeds are available.

Financial Impact:

This resolution establishes the City's official intent to reimburse qualifying capital expenditures related to the waterworks system from future bond proceeds (an aggregate maximum amount equal to $70,000,000). Adoption of the resolution does not authorize debt issuance or immediate financial obligations.

Legal Impact:

The resolution is required under federal reimbursement bond regulations (Treasury Regulation § 1.150-2) to preserve the City's right to reimburse pre-issuance expenditures with proceeds from future obligations. It has been reviewed for compliance with applicable state and federal requirements.

Staff Recommendation:

Staff recommends approval of Resolution No. 251028A, expressing the City's official intent to reimburse expenditures for the Waterworks System Project with future bond proceeds.

Attachments:

Reimbursement Resolution v1.doc

CITY OF HEATH, TEXAS

RESOLUTION NO. 251028A

RESOLUTION EXPRESSING
OFFICIAL INTENT TO REIMBURSE
COSTS OF THE WATERWORKS SYSTEM PROJECT

WHEREAS, the City of Heath (the "Issuer") is a duly created governmental body of the State of Texas;

WHEREAS, the Issuer expects to pay, or have paid on its behalf, expenditures in connection with the design, planning, acquisition and construction of improvements to the Issuer's waterworks system, including water wells and storage tanks (the "Project") prior to the issuance of tax-exempt obligations, tax-credit obligations and/or obligations for which a prior expression of intent to finance or refinance is required by Federal or state law (collectively and individually, the "Obligations") to finance the Project;

WHEREAS, the Issuer finds, considers, and declares that the reimbursement for the payment of such expenditures will be appropriate and consistent with the lawful objectives of the Issuer and, as such, chooses to declare its intention to reimburse itself for such payments at such time as it issues Obligations to finance the Project;

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

Section 1. The Issuer reasonably expects to incur debt, as one or more series of Obligations, with an aggregate maximum principal amount equal to $70,000,000 for the purpose of paying the costs of the Project.

Section 2. All costs to be reimbursed pursuant hereto will be capital expenditures. No Obligations will be issued by the Issuer in furtherance of this Resolution after a date which is later than 18 months after the later of (1) the date the expenditures are paid or (2) the date on which the property, with respect to which such expenditures were made, is placed in service.

Section 3. The foregoing notwithstanding, no Obligation will be issued pursuant to this Resolution more than three years after the date any expenditure which is to be reimbursed is paid.

Section 4. The foregoing Sections 2 and 3 notwithstanding, all costs to be reimbursed with qualified tax credit obligations shall not be paid prior to the date hereof and no tax credit obligations shall be issued after 18 months of the date the original expenditure is made.

Section 5. This Resolution shall become effective immediately upon its adoption.

[The remainder of this page is left blank intentionally]

ADOPTED, APPROVED AND EFFECTIVE this October 28, 2025.

_____
Mayor, City of Heath, Texas

ATTEST:

_____
City Secretary, City of Heath, Texas

APPROVED AS TO FORM:

_____
Asst. City Attorney, City of Heath, Texas

[CITY SEAL]

CITY of HEATH
City Council
Agenda Brief

MEETING DATE: 10/28/2025 **AGENDA ITEM: 5.f**

Item:

Discussion and action on the results of the 2026 Employee Benefits Request for Proposals (RFP), including RFP analysis and staff and consultant recommendations for medical and dental insurance provider selection. *(J. Ayers)*

Background:

The City of Heath has contracted with United Health Care (UHC) for medical insurance since 2020 and Cigna for dental coverage. Following a mid-year review, HUB International--serving as the City's benefits consultant--recommended issuing a Request for Proposals (RFP) due to significant renewal increases from UHC observed across comparable municipalities. The RFP was released September 5, 2025, and closed October 2, 2025, with responses evaluated by HUB and City staff on October 15, 2025.

Analysis:
UHC's initial renewal reflected a +32% premium increase, negotiated to +18.7% with no plan design changes. Competitive proposals were received from Cigna, Blue Cross Blue Shield of Texas, Texas Health, and Evry Health.

After analysis, HUB recommends moving the City's medical coverage to Cigna beginning January 1, 2026. Cigna's proposal includes:

- Premium increase of approximately +5% (net +2.2% after $25,000 upfront credit)
- $2,500 in wellness funds
- Three Employee Assistance Program (EAP) visits per member, per issue, at no cost
- Performance guarantees ensuring service and claims responsiveness

For dental coverage, HUB recommends continuing with Cigna at a +5% renewal with no plan design changes. Bundling medical and dental coverage maintains the $25,000 premium credit and provides administrative efficiencies.

Other Renewals:

- Vision: Superior Vision/MetLife - rate guarantee through 2028

- Life, Voluntary Life, Disability, and EAP: OneAmerica - rate through 2027
- HSA/COBRA: Flores & Associates - pending renewal
- Legal/ID Theft: LegalShield - evergreen contract
- AFLAC: New Individual product offerings effective January 1, 2026

Financial Impact:

The recommended transition to Cigna for medical coverage represents a net increase of $18,357 in total medical spend after applying the $25,000 premium credit and wellness allowance. The increase is within the 5% budgeted threshold for FY2026.

The dental renewal at +5% is below the budgeted 9%, resulting in favorable savings compared to projections.

Legal Impact:

The City's participation in group medical and dental plans is governed by applicable insurance statutes and employee benefit regulations. Execution of provider agreement will be reviewed and approved as to form by the City Attorney.

Staff Recommendation:

Staff and HUB International recommend:

1. Awarding the 2026 Medical Plan to Cigna with implementation of the Exclusive Provider Organization (EPO) model; and
2. Renewing the Dental Plan with Cigna at a 5% increase, maintaining the bundling incentive.

These recommendations align with the FY2026 budget, provide continuity of service, and enhance benefit value for employees.

Council Motion:

"Motion to approve the 2026 Employee Benefit Plan recommendations as presented, authorizing the City Manager to execute all necessary agreements with Cigna for medical and dental insurance and related employee benefit renewals effective January 1, 2026."

Attachments:
2026 Heath RFP Analysis Meeting - Council.pptx



City of Heath Council Presentation

Andrew Weegar
Assistant Vice President, Public Sector

October 2025

RFP Overview

This presentation summarizes the initial results of an RFP conducted by HUB International on behalf of the City of Heath to assess vendors to administer the following benefits effective January 1, 2026:

- Medical (Fully Insured)
- Dental (Fully Insured)

The RFP was conducted with the following objectives in mind:

- Aligns with the City's objectives and is supported by management and Council;
- Demonstrated superior member service and claims processing;
- Ability to proactively meet the City's service needs;
- Willingness, experience, and capability to effectively administer the programs;
- Ability for bundling various coverage options for savings;
- Support during the implementation process.

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RFP Vendor Response List (Medical)

MEDICAL CARRIER	RESPONDED / DECLINED	FINALIST
UHC	Responded	Yes
Cigna	Responded	Yes
Texas Health	Responded	No
BCBSTX	Responded	No
Evry Health	Responded	No
Aetna	Declined	n/a
Curative	Declined	n/a

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RFP Vendor Response List (Dental)

DENTAL CARRIER	RESPONDED / DECLINED	FINALIST
Cigna	Responded	Yes
Humana	Responded	Yes
UHC	Responded	No
Ameritas	Responded	No
BCBSTX	Responded	No
Principal	Responded	No
Renaissance	Responded	No
Texas Health	Responded	No
The Standard	Responded	No

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2026 Medical Benefit Options

	1	2	3	4	5	6	7	8	9
MEDICAL BENEFITS	**UHC**			**Cigna**			**Cigna (Option 2) - Recommended**		
	PPO (EIW8)	**HDHP (EIT2)**	**HDHP (EITE)**	**PPO**	**HDHP 1**	**HDHP 2**	**EPO**	**HDHP EPO 1**	**HDHP EPO 2**
	Current/Renewal	**Current/Renewal**	**Current/Renewal**	**Proposed**	**Proposed**	**Proposed**	**Proposed**	**Proposed**	**Proposed**
Deductible									
In-Network	$2,000 Ind. / $4,000 Fam.	$3,500 Ind. / $7,000 Fam.	$5,000 Ind. / $10,000 Fam.	$2,000 Ind. / $4,000 Fam.	$3,500 Ind. / $7,000 Fam.	$5,000 Ind. / $10,000 Fam.	$2,000 Ind. / $4,000 Fam.	$3,500 Ind. / $7,000 Fam.	$5,000 Ind. / $10,000 Fam.
Non-Network	$5,000 Ind. / $10,000 Fam.	$5,000 Ind. / $10,000 Fam.	$5,000 Ind. / $10,000 Fam.	$5,000 Ind. / $10,000 Fam.	$5,000 Ind. / $10,000 Fam.	$5,000 Ind. / $10,000 Fam.	n/a	n/a	n/a
Out Of Pocket Max	**Deductible Included**	**Deductible Included**	**Deductible Included**	**Deductible Included**	**Deductible Included**	**Deductible Included**	**Deductible Included**	**Deductible Included**	**Deductible Included**
In-Network	$3,500 Ind. / $7,000 Fam.	$4,000 Ind. / $8,000 Fam.	$6,000 Ind. / $12,000 Fam.	$3,500 Ind. / $7,000 Fam.	$4,000 Ind. / $8,000 Fam.	$6,000 Ind. / $12,000 Fam.	$3,500 Ind. / $7,000 Fam.	$4,000 Ind. / $8,000 Fam.	$6,000 Ind. / $12,000 Fam.
Non-Network	$10,000 Ind. / $20,000 Fam.	$10,000 Ind. / $20,000 Fam.	$10,000 Ind. / $20,000 Fam.	$10,000 Ind. / $20,000 Fam.	$10,000 Ind. / $20,000 Fam.	$10,000 Ind. / $20,000 Fam.	n/a	n/a	n/a
Coinsurance									
In-Network	100%	100%	100%	100%	100%	100%	100%	100%	100%
Non-Network	70%	70%	70%	70%	70%	70%	n/a	n/a	n/a
Lifetime Max	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited
Emergency Room									
In-Network	$500 Copay	Ded./0%	Ded./0%	$500 Copay	Ded./0%	Ded./0%	$500 Copay	Ded./0%	Ded./0%
Non-Network	$500 Copay	Ded./0%	Ded./0%	$500 Copay	Ded./0%	Ded./0%	$500 Copay	Ded./0%	Ded./0%
Specialist Office Visit									
In-Network	Tier 1: $30 Copay / $60 Copay	Ded./0%	Ded./0%	$60 Copay	Ded./0%	Ded./0%	$60 Copay	Ded./0%	Ded./0%
Non-Network	Ded./30%	Ded./30%	Ded./30%	Ded./30%	Ded./30%	Ded./30%	n/a	n/a	n/a
Physician Office Visit									
In-Network	$30 Copay, $0 under the age of 19	Ded./0%	Ded./0%	$30 Copay	Ded./0%	Ded./0%	$30 Copay	Ded./0%	Ded./0%
Non-Network	Ded./30%	Ded./30%	Ded./30%	Ded./30%	Ded./30%	Ded./30%	n/a	n/a	n/a
Preventive Care									
In-Network	Covered 100%	Covered 100%	Covered 100%	Covered 100%	Covered 100%	Covered 100%	Covered 100%	Covered 100%	Covered 100%
Non-Network	Ded./30%	Ded./30%	Ded./30%	Ded./30%	Ded./30%	Ded./30%	n/a	n/a	n/a
Lab & X-Ray (CT/PET/MRI)									
In-Network	Ded./0%	Ded./0%	Ded./0%	Ded./0%	Ded./0%	Ded./0%	Ded./ 0%	Ded./0%	Ded./0%
Non-Network	Ded./30%	Ded./30%	Ded./30%	Ded./30%	Ded./30%	Ded./30%	n/a	n/a	n/a
Urgent Care									
In-Network	$50 Copay	Ded./0%	Ded./0%	$50 Copay	Ded./0%	Ded./0%	$50 Copay	Ded./0%	Ded./0%
Non-Network	Ded./30%	Ded./30%	Ded./30%	Ded./30%	Ded./30%	Ded./30%	n/a	n/a	n/a
In-Patient Hospital	Per Admission	Per Admission	Per Admission	Per Admission	Per Admission	Per Admission	Per Admission	Per Admission	Per Admission
In-Network	Ded./0%	Ded./0%	Ded./0%	Ded./0%	Ded./0%	Ded./0%	Ded./ 0%	Ded./0%	Ded./0%
Non-Network	Ded./ 30%	Ded./30%	Ded./30%	Ded./30%	Ded./30%	Ded./30%	n/a	n/a	n/a
Out-Patient	Per Admission	Per Admission	Per Admission	Per Admission	Per Admission	Per Admission	Per Admission	Per Admission	Per Admission
In-Network	Ded./0%	Ded./0%	Ded./0%	Ded./0%	Ded./0%	Ded./0%	Ded./ 0%	Ded./0%	Ded./0%
Non-Network	Ded./30%	Ded./30%	Ded./30%	Ded./30%	Ded./30%	Ded./30%	n/a	n/a	n/a
Prescriptions		**Deductible, then**	**Deductible, then,**		**Deductible, then**	**Deductible, then,**		**Deductible, then**	**Deductible, then,**
Participating Retail Pharmacy	$15/$40/$75	$10/$35/$60	$10/$35/$60	$15/$40/$75	$10/$35/$60	$10/$35/$60	$15/$40/$75	$10/$35/$60	$10/$35/$60
Non-Participating Retail Pharmacy									
Mail Order	$37.50/$100/$187.50	$25$87.50/$150	$25/$87.50/$150	$38/$100/$188	$25/$88/$150	$25/$87.50/$150	$38/$100/$188	$25/$88/$150	$25/$87.50/$150
Specialty Drugs (30 Day Supply)	$15/$40/$75	$10/$35/$60	$10/$35/$60	$15/$40/$75	$10/$35/$60	$10/$35/$60	$15/$40/$75	$10/$35/$60	$10/$35/$60
	Virtual Visits - $0 Copay	**Subject to Fee**	**Subject to Fee**	**Virtual Visits - $0 Copay**	**Virtual Visits - $0 Copay**	**Virtual Visits - $0 Copay**	**Virtual Visits - $0 Copay**	**Virtual Visits - $0 Copay**	**Virtual Visits - $0 Copay**

ernational Limited.

Note: This is a brief summary and not intended to be a contract.

2026 Medical Rates – Proposed

				1	2	3	4	5	6	7	8	9	10	11	12
MEDICAL BENEFITS				**UHC**			**UHC**			**Cigna**			**Cigna - Option 2 (Recommended)**		
	Current Enrollment			**PPO (EIW8)**	**HDHP (EIT2)**	**HDHP (EITE)**	**PPO (BDQ3U)**	**HDHP (EABZ)**	**HDHP (EABD)**	**OAP Buy Up**	**HSA 1 OAP**	**HSA 2 OAP**	**EPO**	**HDHP EPO 1**	**HDHP EPO 2**
FINANCIALS	**PPO**	**HDHP 1**	**HDHP 2**	**Current**	**Current**	**Current**	**Renewal**	**Renewal**	**Renewal**	**Proposed**	**Proposed**	**Proposed**	**Proposed**	**Proposed**	**Proposed**
Employee Only	12	2	13	$765.28	$616.94	$545.17	$990.04	$794.92	$702.51	$766.68	$663.30	$611.89	$738.34	$638.10	$588.05
Employee & Spouse	2	0	6	$1,515.25	$1,221.54	$1,079.44	$1,960.29	$1,573.95	$1,390.97	$1,533.35	$1,326.60	$1,223.78	$1,476.67	$1,276.20	$1,176.09
Employee & Child(ren)	3	0	8	$1,515.25	$1,221.54	$1,079.44	$1,960.29	$1,573.95	$1,390.97	$1,518.02	$1,313.33	$1,211.54	$1,461.90	$1,263.44	$1,164.33
Employee & Family	0	0	18	$2,295.88	$1,850.85	$1,635.54	$2,970.17	$2,384.80	$2,107.57	$2,300.03	$1,989.89	$1,835.67	$2,215.01	$1,914.31	$1,764.14
	17	**2**	**45**												
Monthly Premium	**64**			**$16,760**	**$1,234**	**$51,639**	**$21,682**	**$1,590**	**$66,542**	**$16,821**	**$1,327**	**$58,032**	**$16,199**	**$1,276**	**$55,770**
Annual Premium				**$201,115**	**$14,807**	**$619,669**	**$260,183**	**$19,078**	**$798,510**	**$201,851**	**$15,919**	**$696,380**	**$194,389**	**$15,314**	**$669,244**
(-) Credit				**n/a**			**-$86,221**			**-$25,000**			**-$25,000**		
Combined Annual Premium				**$835,591**			**$991,550**			**$889,150**			**$853,948**		
$ Change over Current				**n/a**			**$155,959**			**$53,559**			**$18,357**		
% Change over Current				**n/a**			**18.7%**			**6.4%**			**2.2%**		
Geo Access				99%			99%			99%			99%		
Network Name				Choice +			Choice +			Open Access Plus			Open Access Plus		
Effective Date				1/1/2025			1/1/2026			1/1/2026			1/1/2026		
Rate Guarantee				1 Year			1 Year			1 Year			1 Year		
AM Best Rating				A			A			A			A		
Notes				n/a			8% Premium Holiday Credit			$25K in Credit Dollars (Assumes Dental Bundling), $2,500 Wellness Allowance			$25K in Credit Dollars (Assumes Dental Bundling), $2,500 Wellness Allowance		

Note: This is a brief summary and not intended to be a contract.

Original Renewal : 32%

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2026 Cigna Best & Final Notes - Recap

Proposal Highlights

- $25,000 upfront credit to the bill for dental selling alongside medical
- $2,500 wellness allowance
- $20K Performance Guarantees included
  - Based on claims readiness, call readiness, implementation, ID card maintance
- Wellness Tools and Resources
- Three Employee Assistant Program Visits Included

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2026 Dental Rates – No Plan Design Changes

FINANCIALS	Enrollment	Current	Cigna – Renewal (Recommended)	Humana - Proposed
Employee Only	25	$39.52	$41.50	$30.50
Employee & Spouse	7	$81.90	$86.00	$61.00
Employee & Child(ren)	9	$86.77	$91.11	$91.53
Employee & Family	23	$139.53	$146.51	$125.28
Monthly Premium	64	$5,551.42	$5,829.22	$4,894.71
Annual Premium		**$66,617.04**	**$69,950.64**	**$58,736.52**
$ Change from Current		**n/a**	**$3,333.60**	**-$7,880.52**
% Change from Current		**n/a**	**5.0%**	**-11.8%**
Participation Requirements		100%	25%	50%
Effective Date		1/1/2025	1/1/2026	1/1/2026
Rate Guarantee		**1 year**	**1 year**	**3 Years**
Dependent Age Limit		to age 26	to age 26	to age 26
GEO Access Results		97.5%	97.5%	94.6%
Provider Record Match		Current	Current	82.0%
Network Website		www.cigna.com	www.cigna.com	www.humana.com
Network Name		Total Cigna DPPO	Total Cigna DPPO	PPO/Traditional Preferred

Note: This is a brief summary and not intended to be a contract.

Must be sold with medical or rates increase to +9%

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Combined Financials

	Current	Renewal No Changes	Cigna (EPO) Recommended
Medical	$835,591	$991,550	$853,948
Dental	$66,617	$69,951	$69,951
Total Annual Premium	$902,208	$1,061,501	$923,899
$ Difference	n/a	$159,293	$21,691
% Difference	n/a	17.7%	2.4%

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Recommendations

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Recommendations

Medical – Cigna (Recommended)

Contracting with Cigna is recommended for the 2026 plan year. Additionally, it is recommended to implement Cigna Exclusive Provider Organization (EPO) plans. This increase, including the $25K premium credit, results in a $18,357 increase to medical spend next year.

Cigna is also providing the City with the following :

- ✓ **$2,500 Wellness Funds** – Wellness funds alongside Cigna integrated programs
- ✓ **Three EAP** visits included at no cost with a licensed mental health provider per issue per year - for all enrolled members. Unlimited telephonic visits are also included
- ✓ **Performance Guarantees**

Dental – Cigna (Recommended)

It is recommended for the City to renew with Cigna dental for the 2026 plan year with an +5%, or $3,333 increase to premiums.

Rates will be guaranteed for 1 year.

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Other Renewing Policies

Voluntary Vision – **Superior Vision / *MetLife :*** Rate guarantee until 1/1/2028

Life / Voluntary Life / Disability / EAP – ***OneAmerica*** : Rate guarantee until 1/1/2027

HSA / COBRA – ***Flores & Associates*** : Pending renewal.

Legal / ID Theft– ***LegalShield*** : Evergreen Contract

AFLAC – ***Supplemental Health / STD*** : New individual product offerings 1/1/2026.

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Thank you.

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CITY of HEATH
City Council
Agenda Brief

MEETING DATE: 10/28/2025 **AGENDA ITEM: 5.g**

Item:

Discussion and action on an ordinance updating the City of Heath Master Trail Plan. *(D. Gonzales)*

Background:

Bike and pedestrian connectivity is a stated goal of the City of Heath 2025 Comprehensive Plan with the objective of "building upon the connectivity concepts in the City's adopted Master Parks Plan and concentrating on connecting existing trail segments and providing connections from neighborhoods to schools, retail, civic buildings, and recreation facilities."

In support of the Comprehensive Plan goals and objectives and to ensure that the City of Heath continues to become a "premier outdoor lifestyle community", the Park Board consistently seeks and evaluates opportunities to enhance connectivity through amendments to the City's Master Trail Plan.

Suggested updates to the Master Trail Plan will be presented by staff for discussion by the Park Board. Park Board recommendations for amending the Master Trail Plan will be presented to City Council at the October 28, 2025, Council meeting for action.

The suggested updates are:

1. Changed FM 740 from Heathland Crossing to City Limits from Existing to Proposed because existing is only 5';
2. Added another 10' trail on the west side of White Road from Heathland Crossing along White Road to Country Club;
3. Changed White Road from Country Club north to left turn from Existing to Proposed because existing is only 5';
4. Removed Kyser Springs from Trail Map because it is a private road;
5. Removed existing trail from White Road between FM 740 heading east to right turn to Country Club because it is located within the City of Rockwall;
6. Changed Heathland Crossing from Wilford Way to White Road from Existing to Proposed;
7. Added underground tunnel and trail to cross FM 549 at Heathland Crossing;
8. Added underground tunnel and trail to cross FM 550 at Buffalo Creek;
9. Added trail along FM 550 to intersection of FM 549 and turn right along FM 549 to Buffalo Creek

to tie into proposed trail at tunnel;
10. Relocated trail on Heath Hawk Drive from High School property to south side of road connecting to Chris Cuny trail, plus connection into Lot 1 of The Reserve;
11. Added trail along Amy Parks Drive to FM 740;
12. Corrected trail connections in HG&Y along Zurek Lane, connecting Jackson Place to trail stub out in McCrummen Estates; updated map in vicinity of Tracts 13 and 14 to show trail connections around the lake along Rush Creek;
13. Added trail standards.

The Parks Board held a public meeting on October 20, 2025, and is forwarding a recommendation of approval by a unanimous vote of all members present for the amendments to the Trails Master Plan. The staff also recommends approval of the amendments as trail segment connectivity is a goal of the Comprehensive Plan and a priority of the Parks Board.

Financial Impact:

None

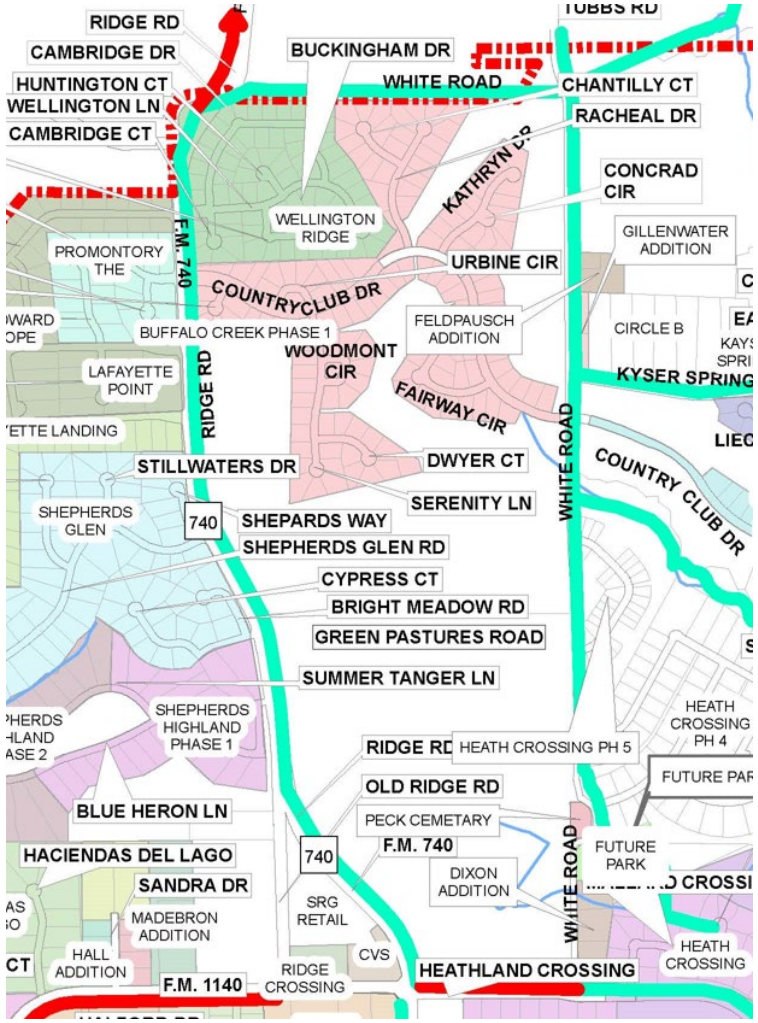
Legal Impact:

None

Attachments:
TrailMapUpdates10_2025 (Slide Deck).pdf
Exhibit A - Trails Map Update 10.28.2025.png
Ordinance No. 251028x - Trails Plan Ordinance.pdf

1. **Changed FM 740 from Heathland Crossing to City Limits from Existing to Proposed because existing is only 5'.**

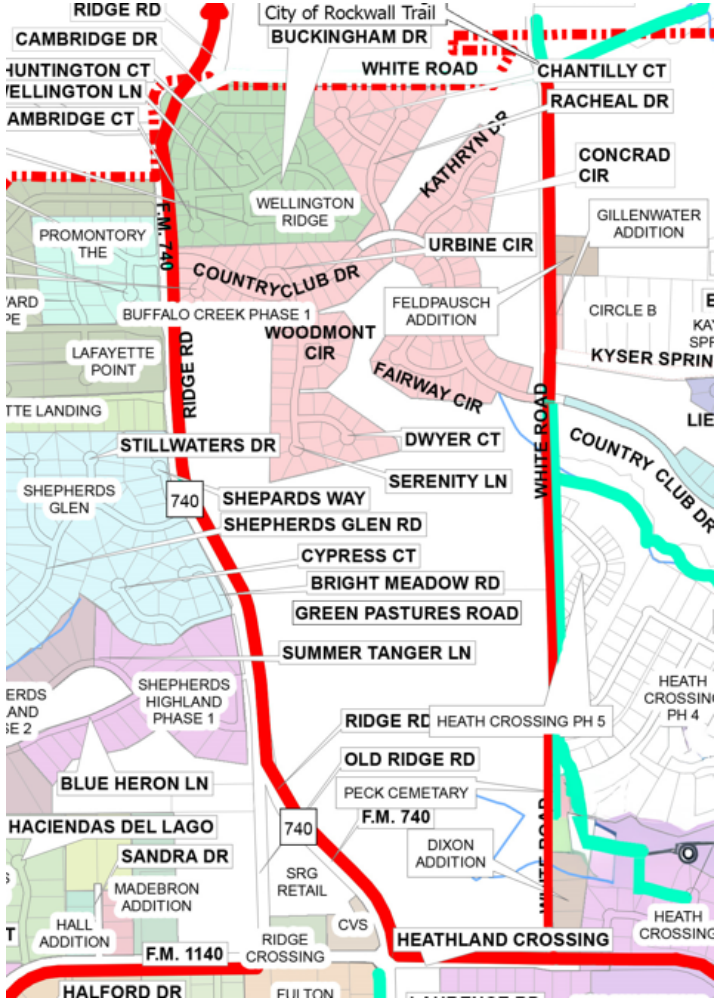
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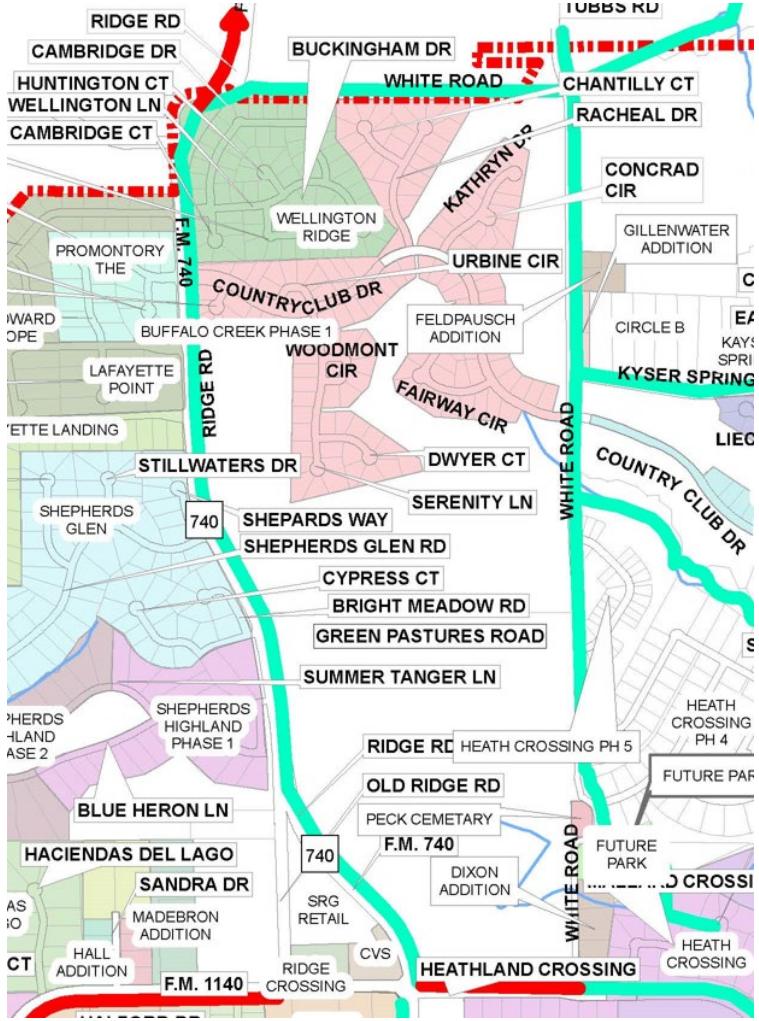
- FUTURE TRAILS
- EXISTING TRAILS
- HEATH ETJ
- HEATH CITY LIMITS
- FUTURE PARK

AMENDED



2. Added another 10’ trail on the west side of White Road from Heathland Crossing along White Road to Country Club.

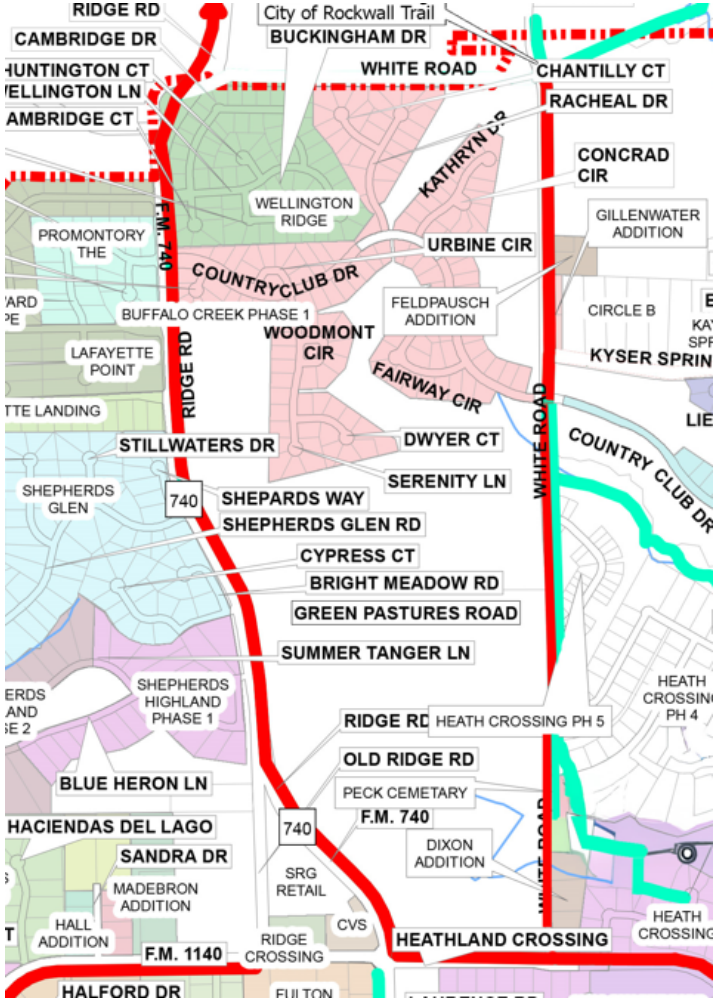
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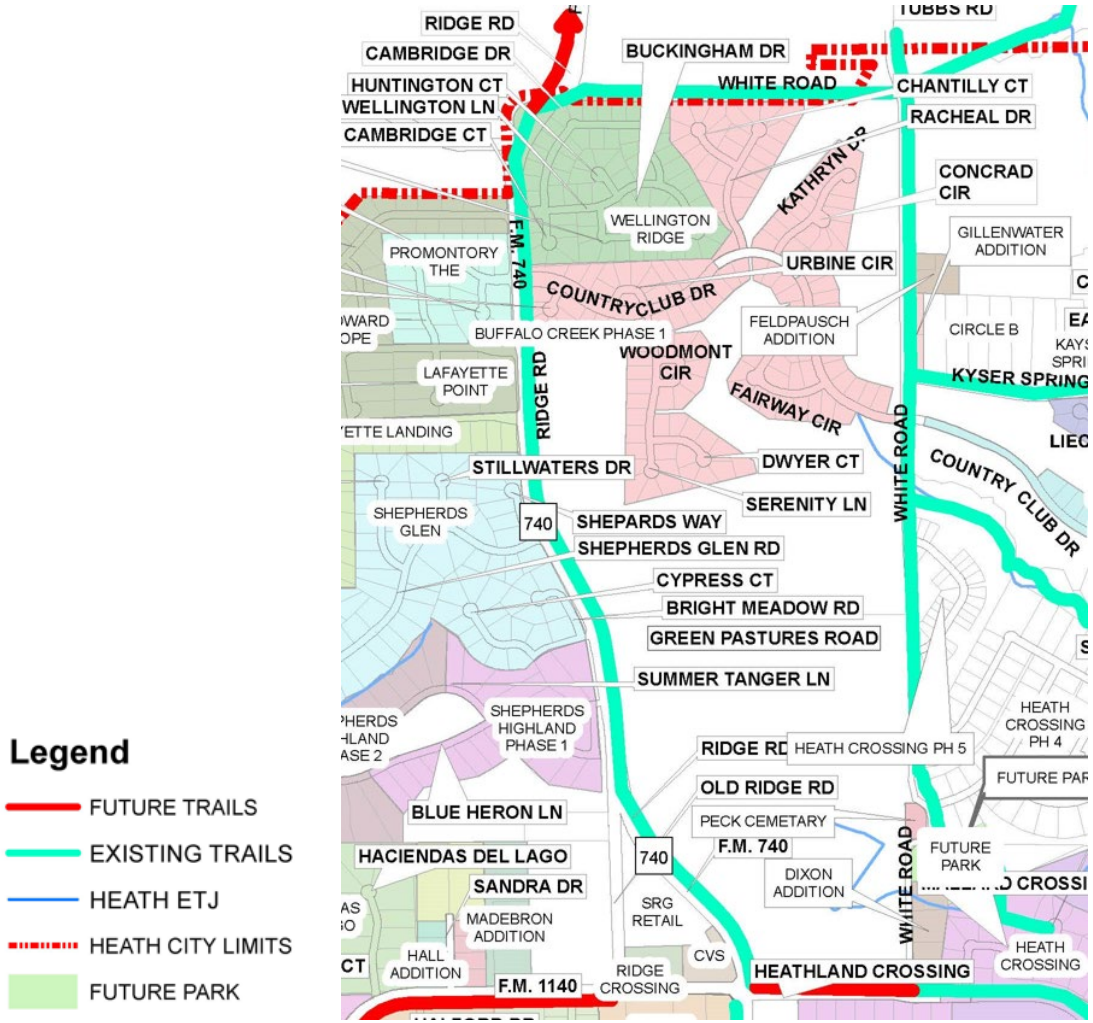
- FUTURE TRAILS
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AMENDED



3. Changed White Road from Country Club north to left turn from Existing to Proposed because existing is only 5’.

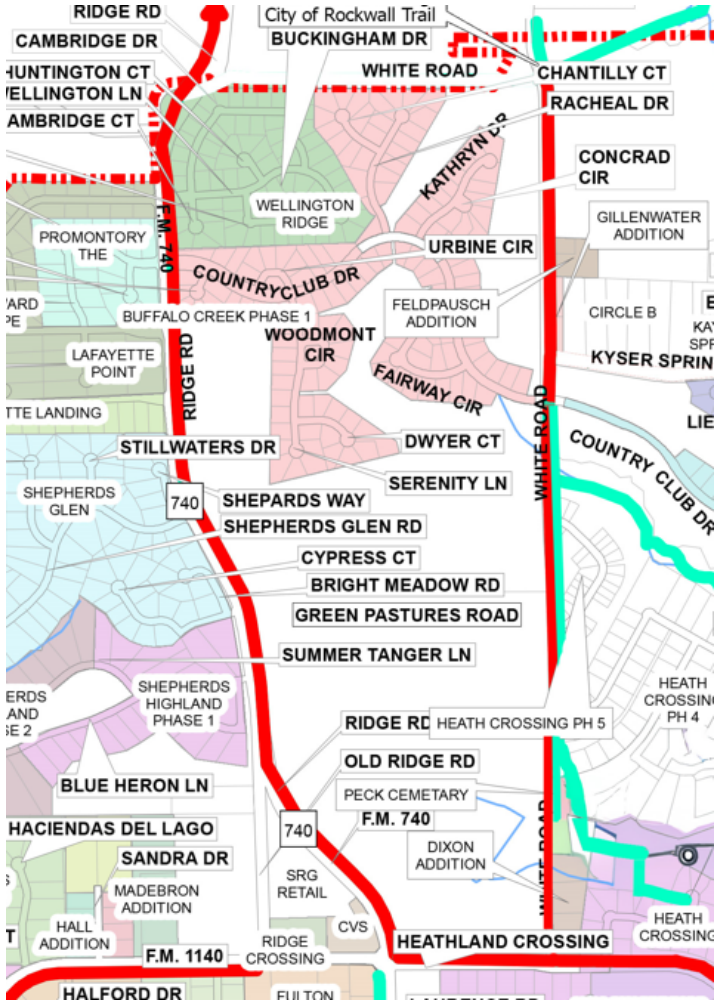
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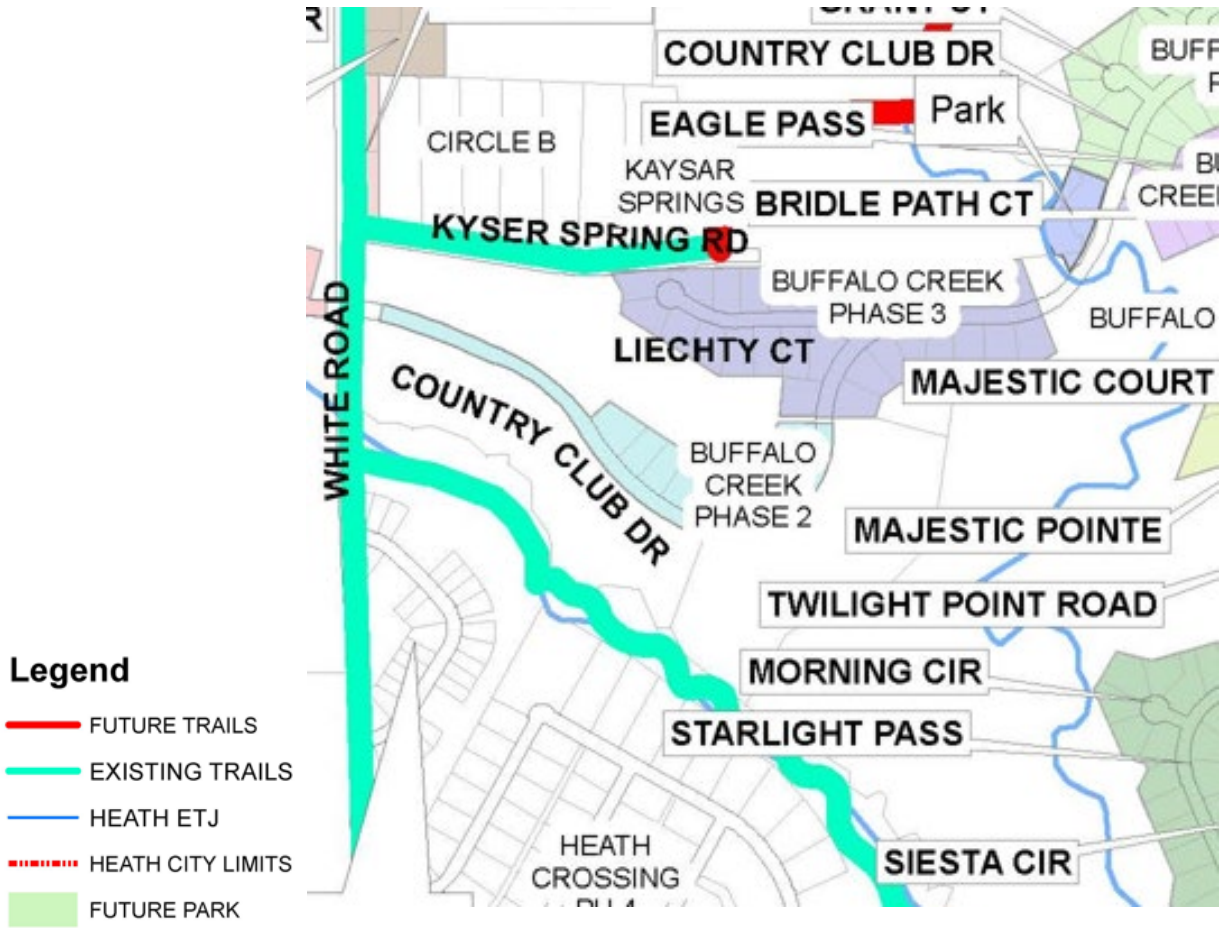
- FUTURE TRAILS
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- HEATH ETJ
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- FUTURE PARK

AMENDED

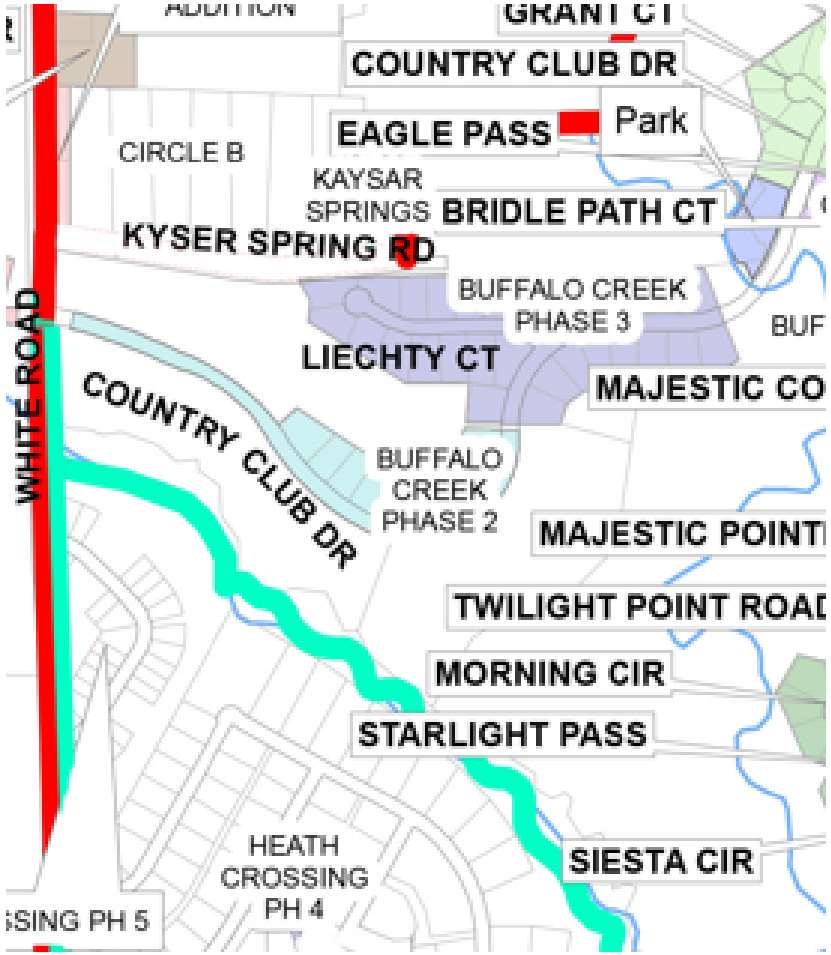


4. Removed Kyser Springs from Trail Map because it is a private road.

CURRENT

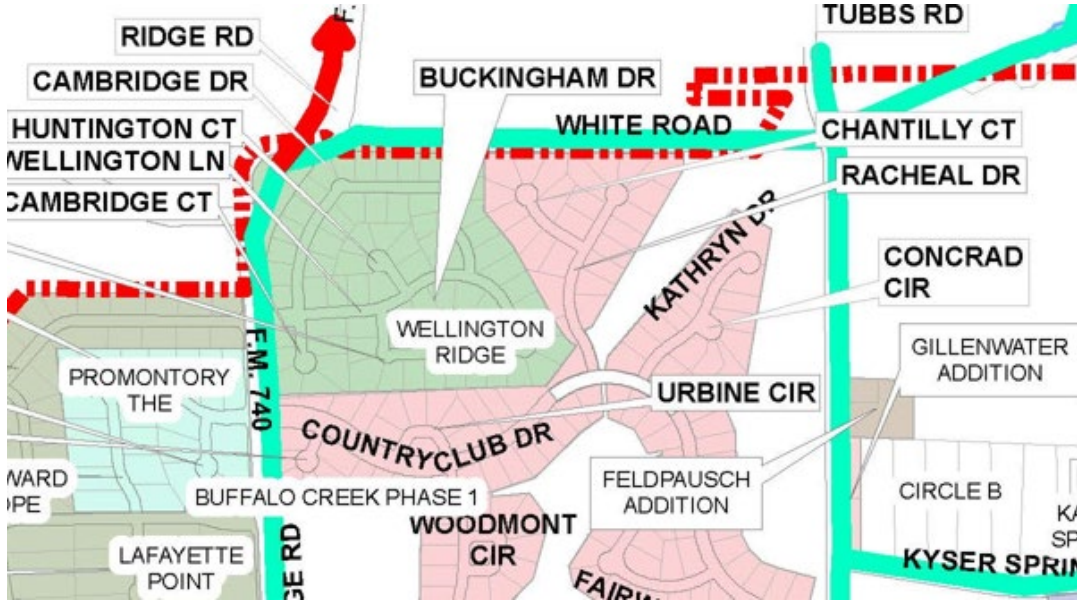


AMENDED



5. Removed existing trail from White Road between FM 740 heading east to right turn to Country Club because it is located within the City of Rockwall.

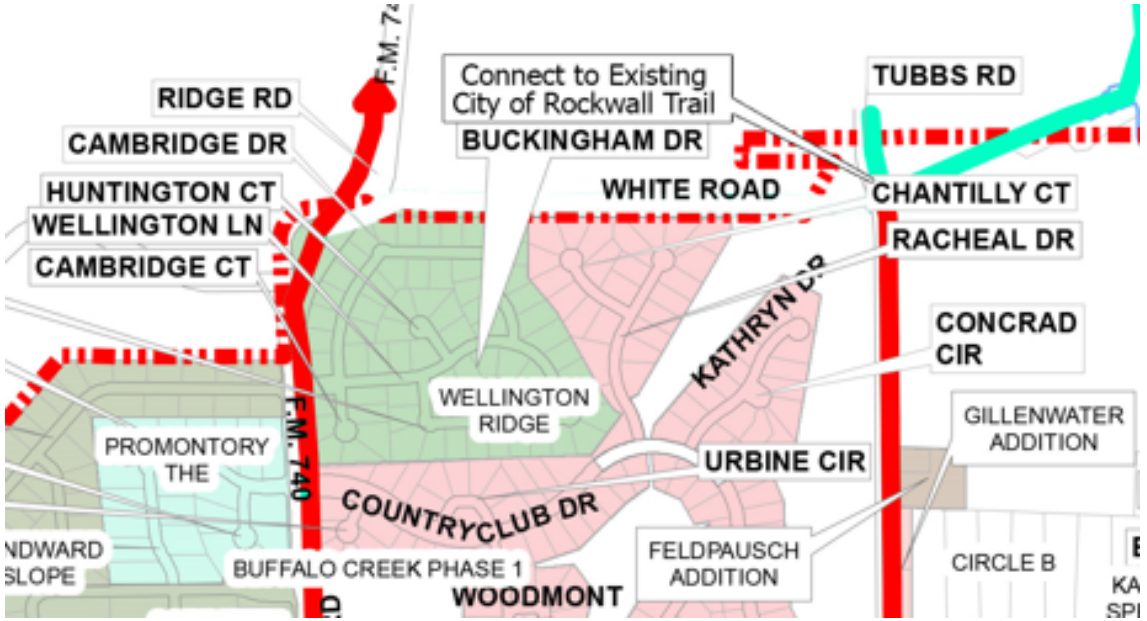
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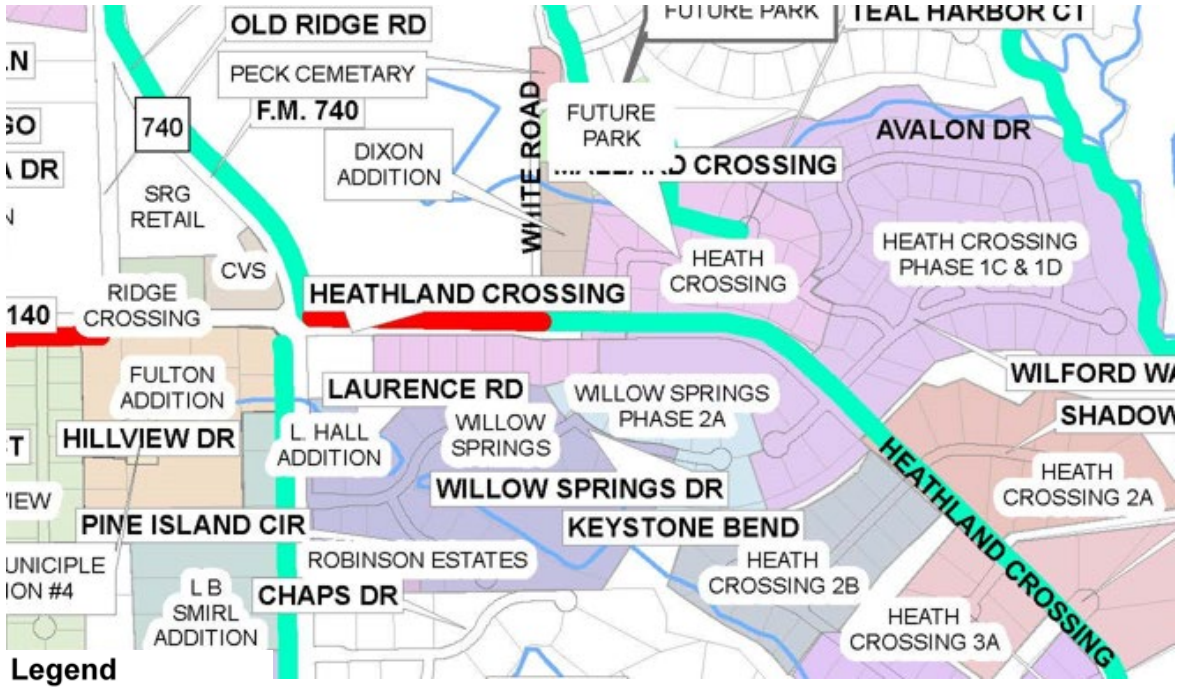
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AMENDED

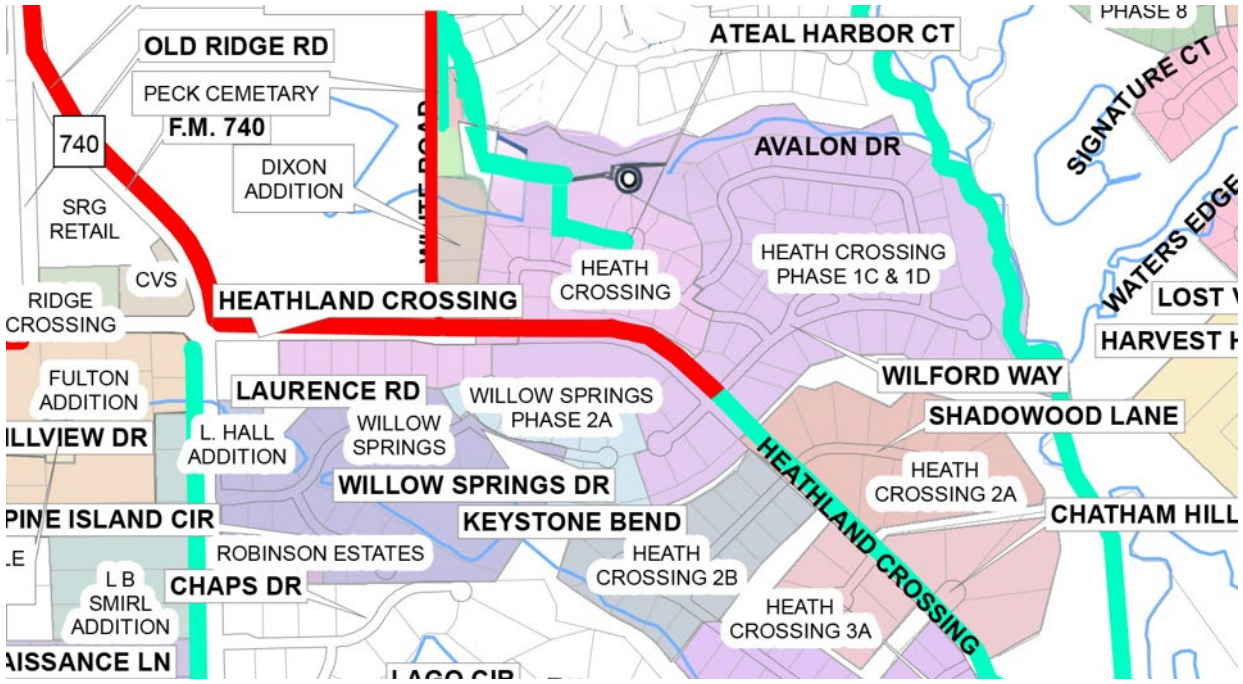


6. Changed Heathland Crossing from Wilford Way to White Road from Existing to Proposed.

CURRENT

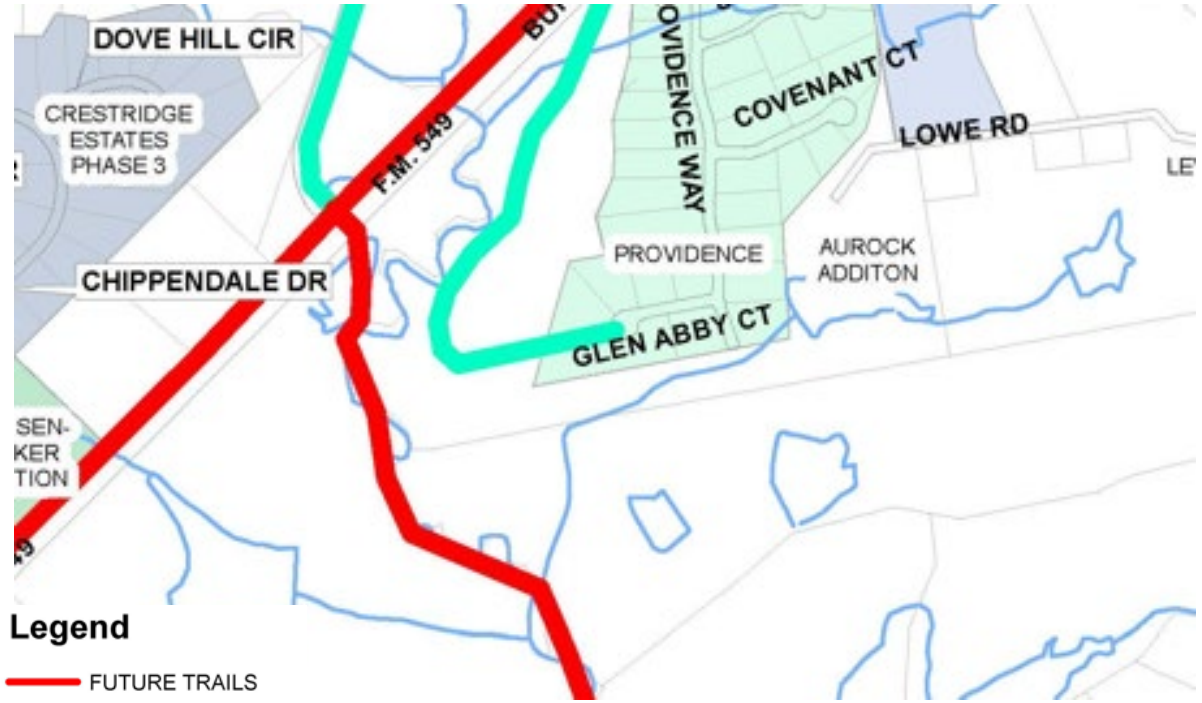


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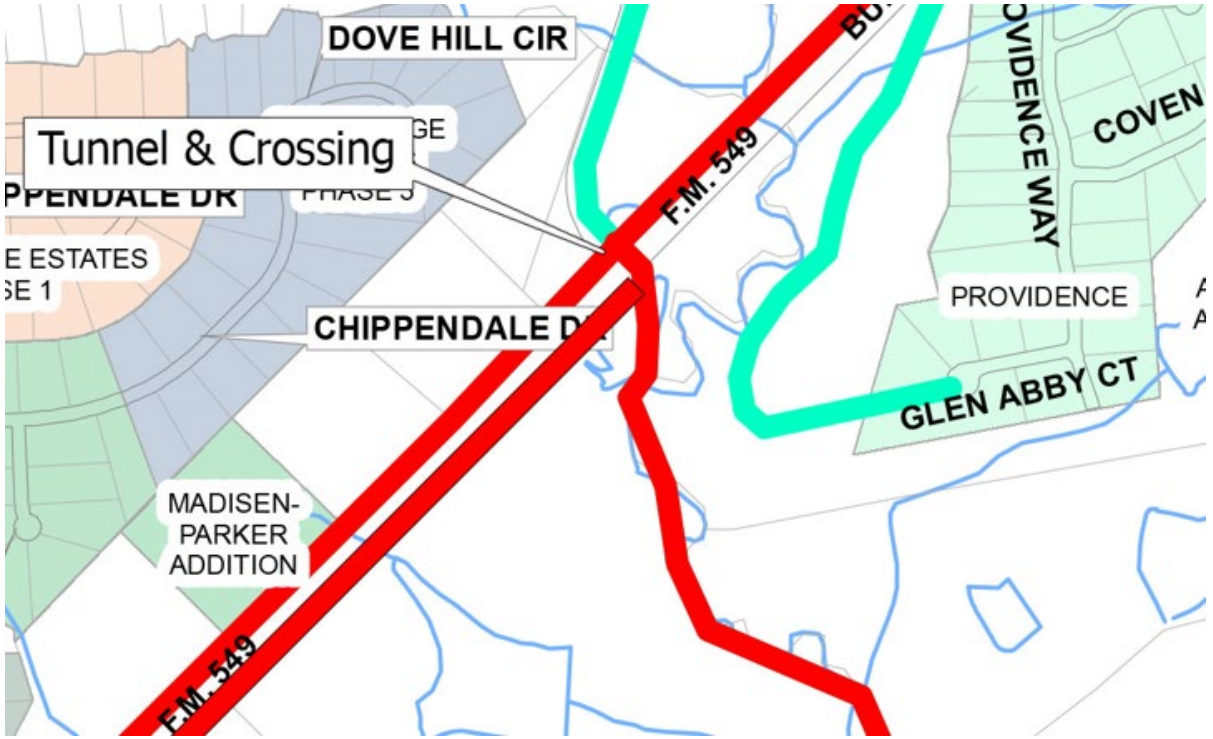


7. Added underground tunnel and trail to cross FM 549 at Heathland Crossing.

CURRENT

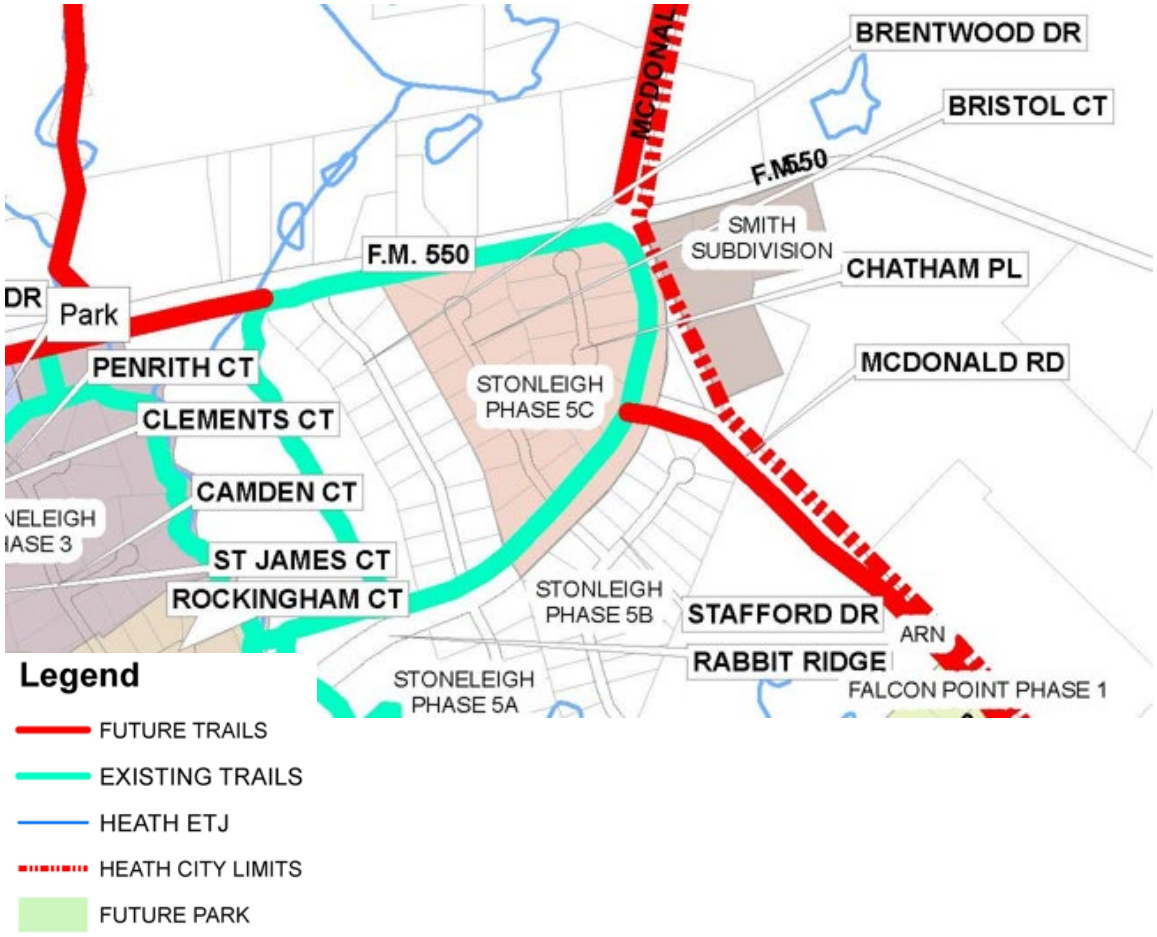


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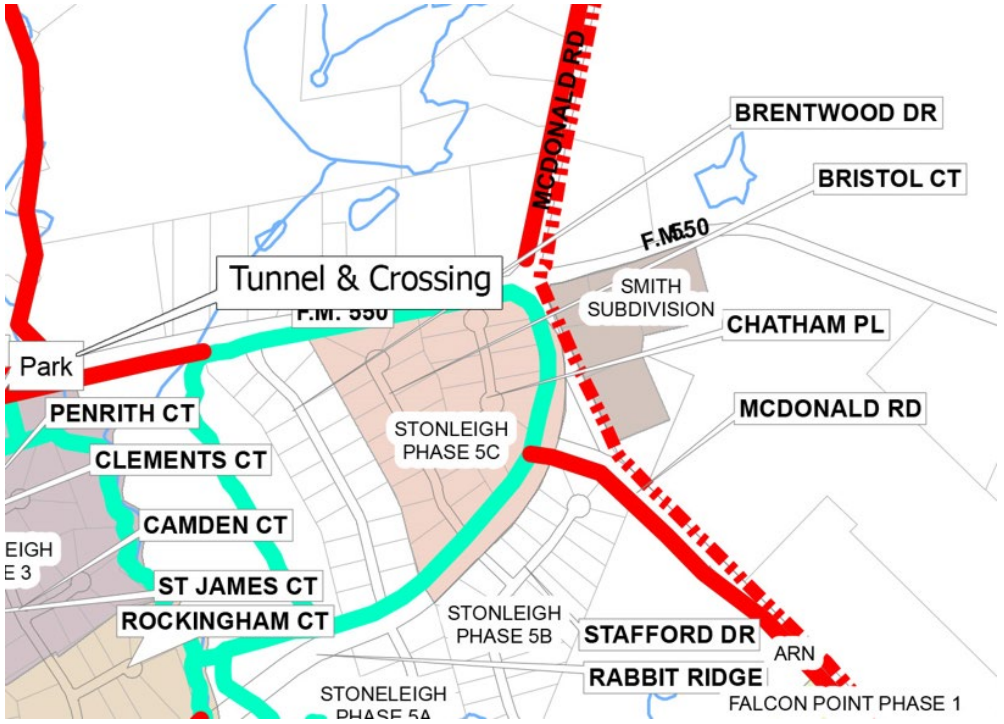


8. Added underground tunnel and trail to cross FM 550 at Buffalo Creek.

CURRENT



AMENDED

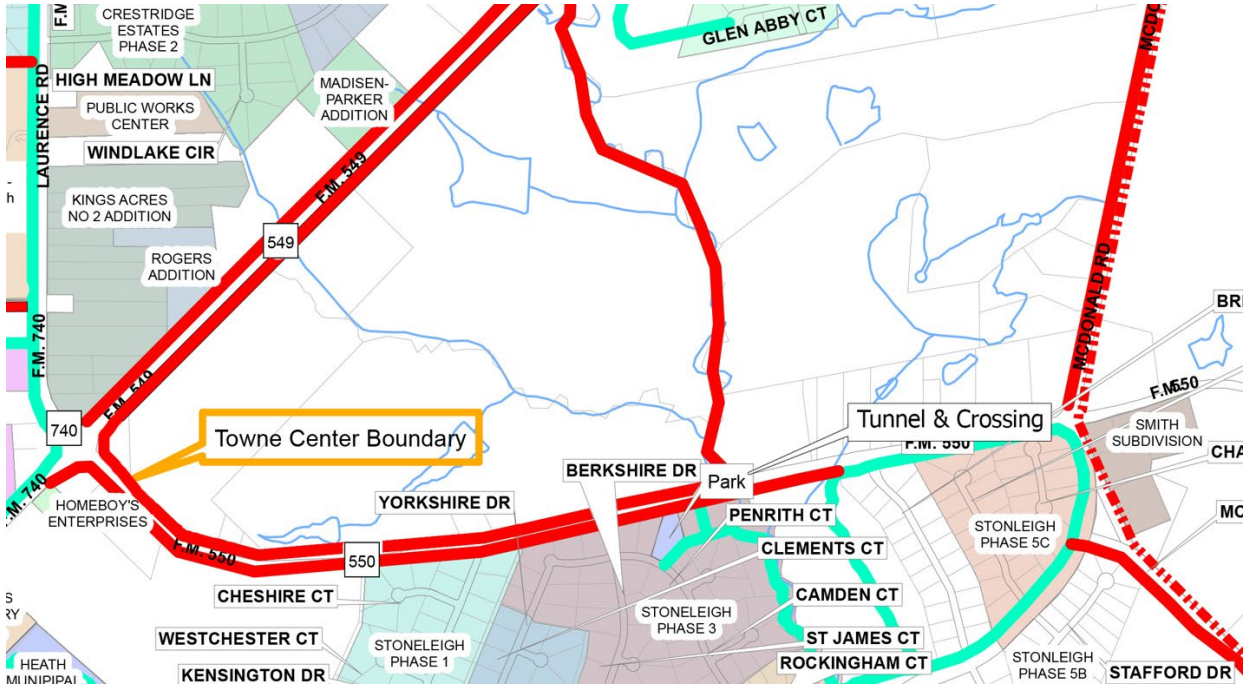


9. Added trail along FM 550 to intersection of FM 549 and turn right along FM 549 to Buffalo Creek to tie into proposed trail at tunnel.

CURRENT

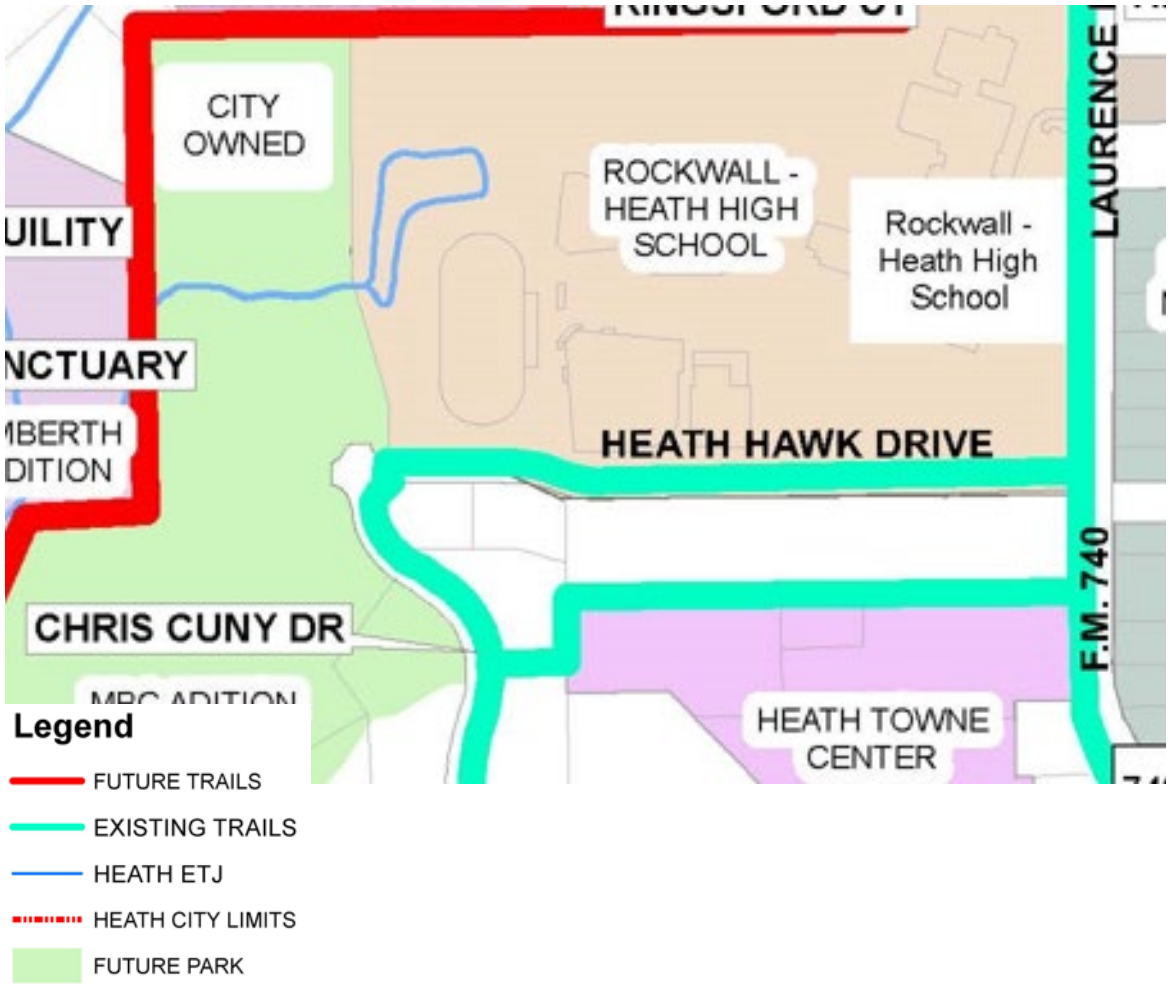


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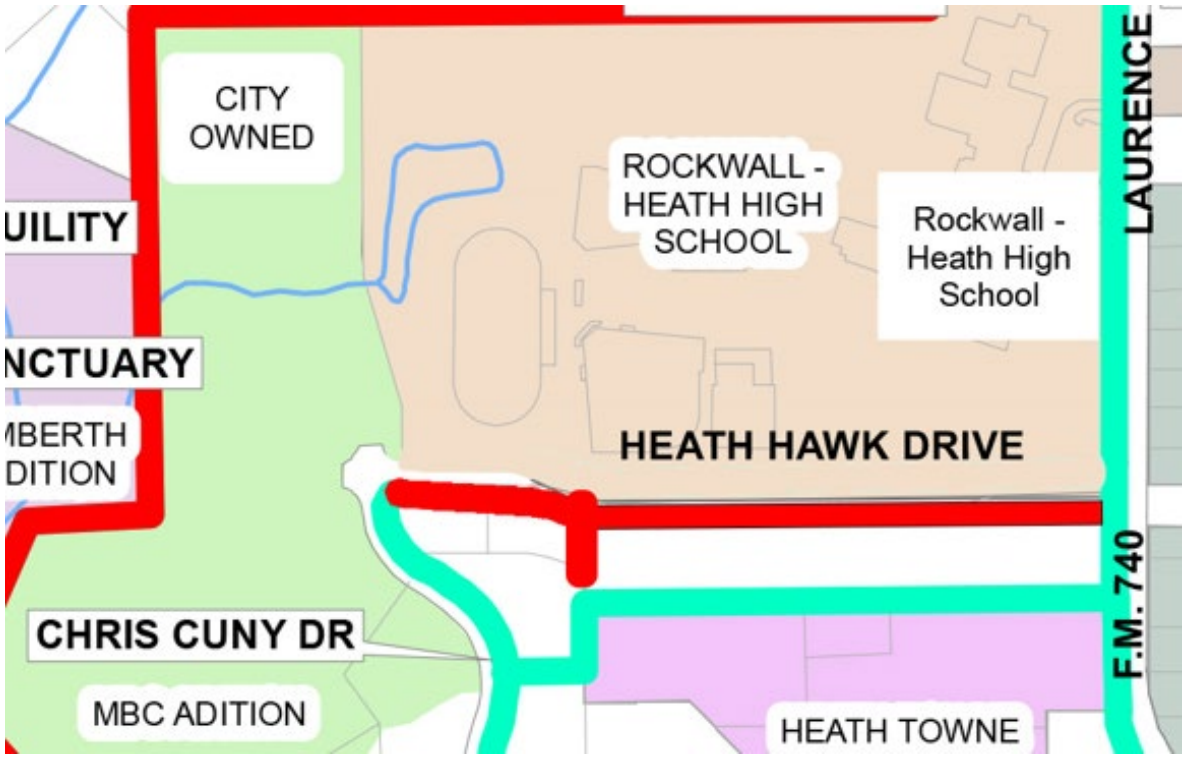


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CURRENT

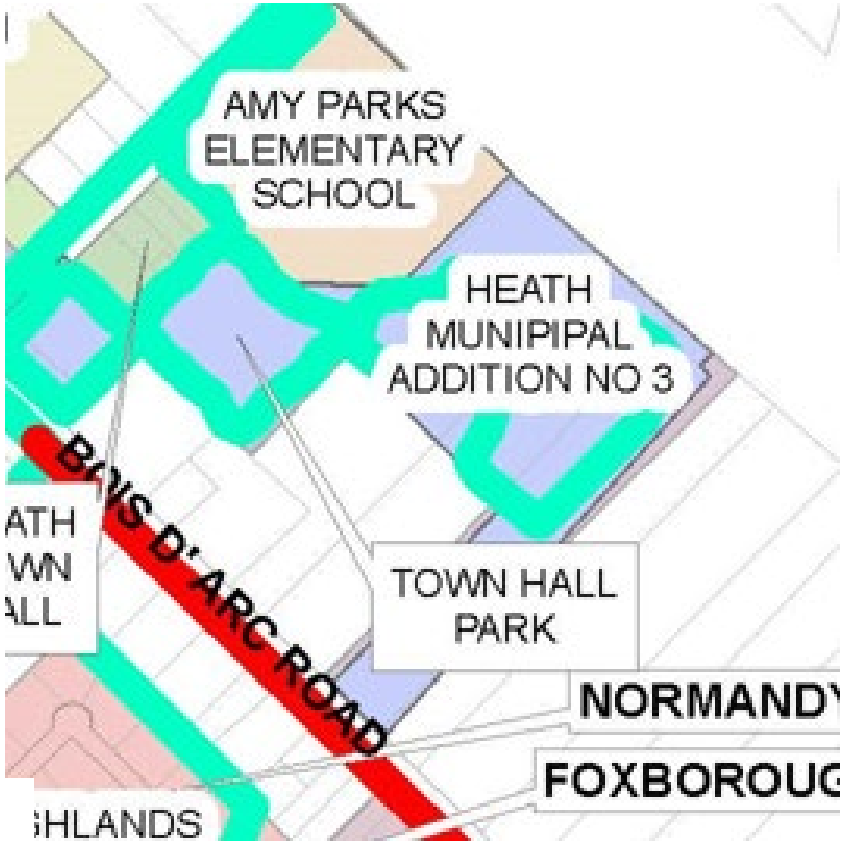


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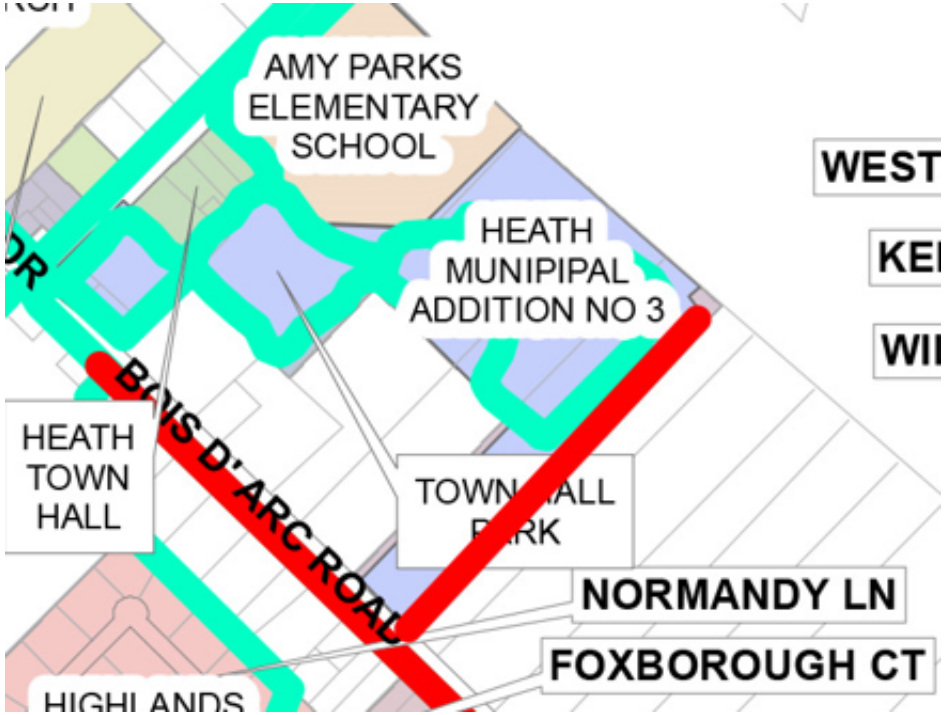


11. Added trail along Amy Parks Drive to FM 740.

CURRENT

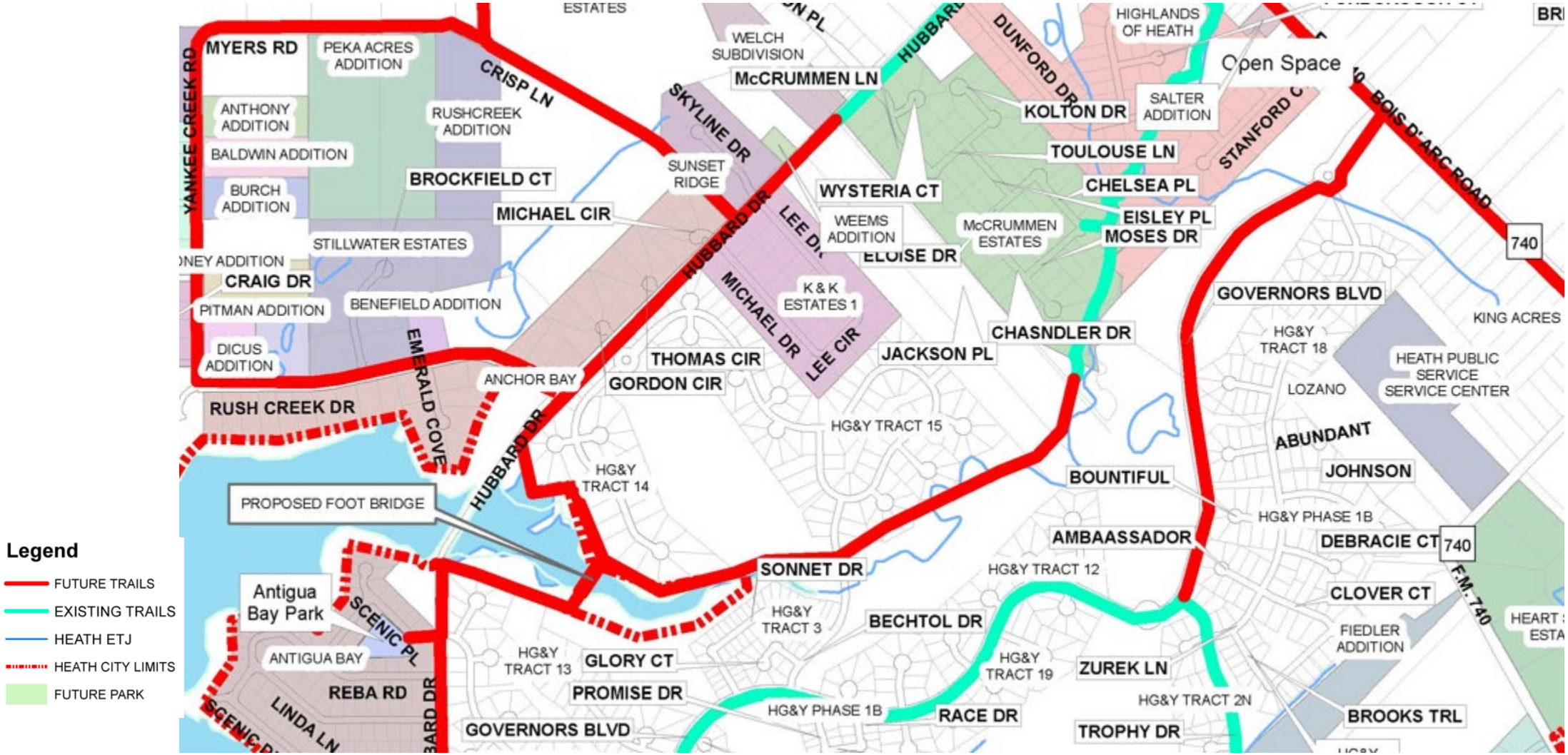


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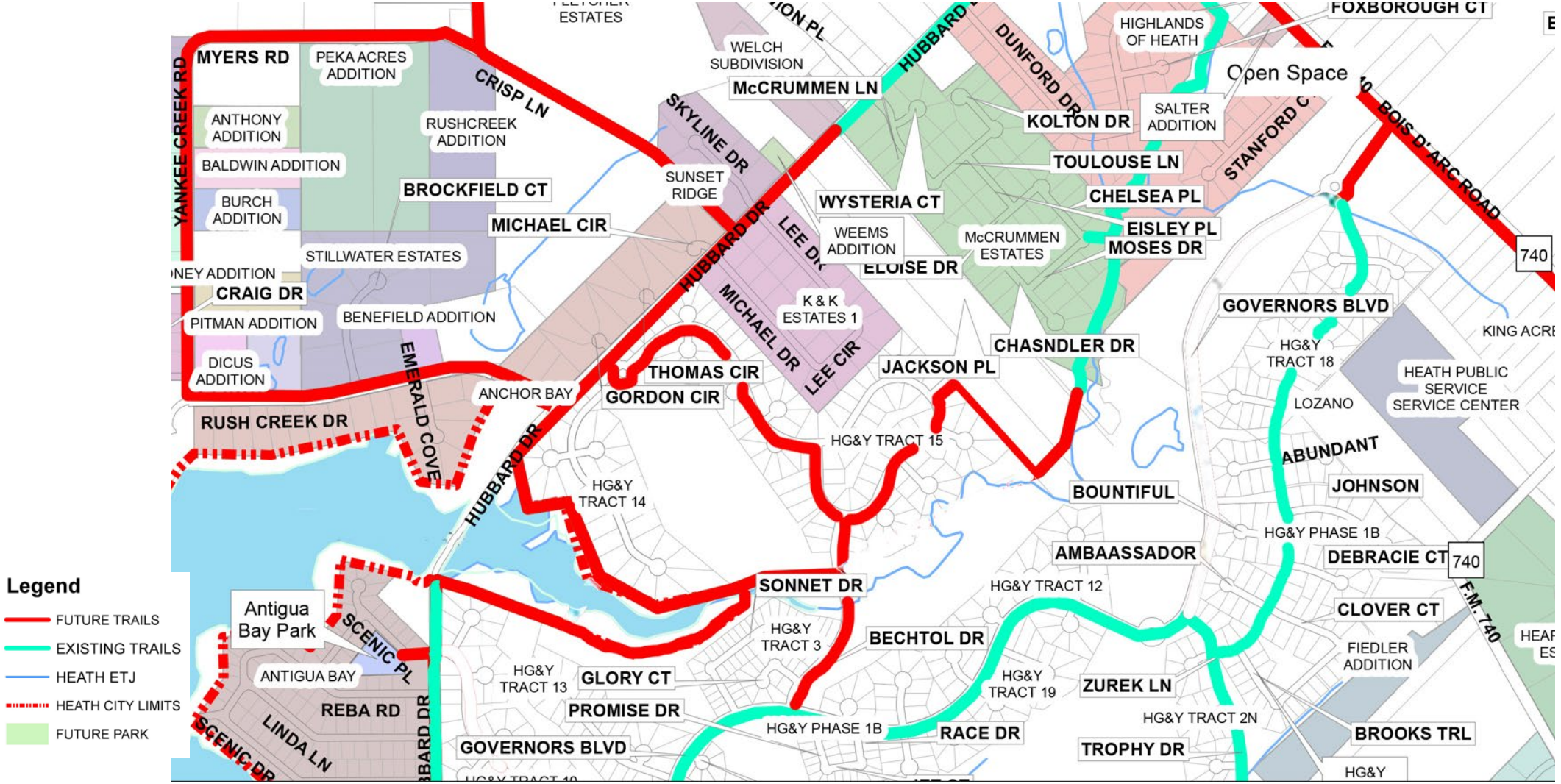
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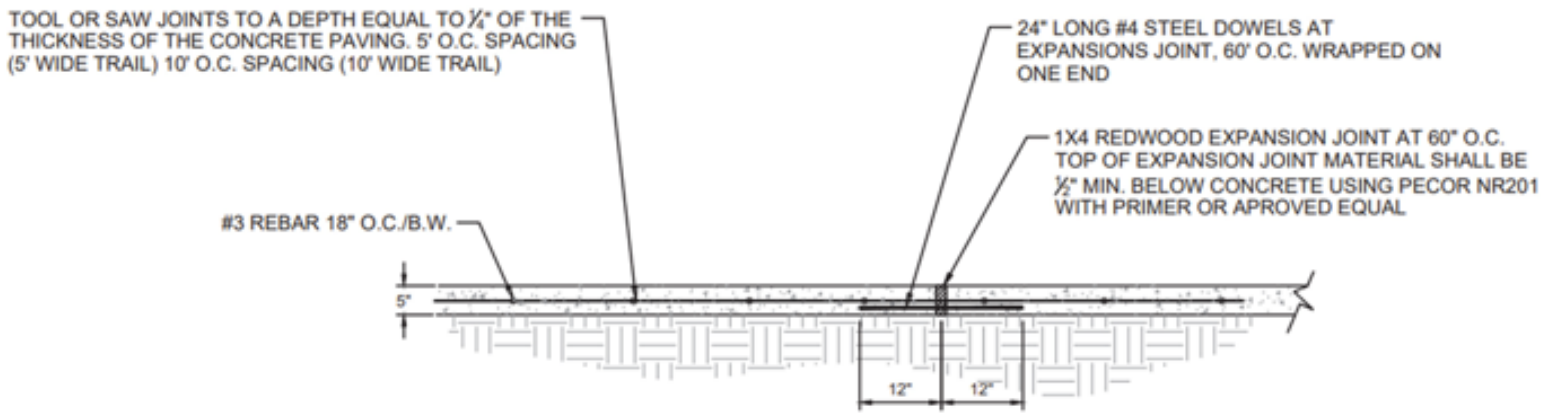


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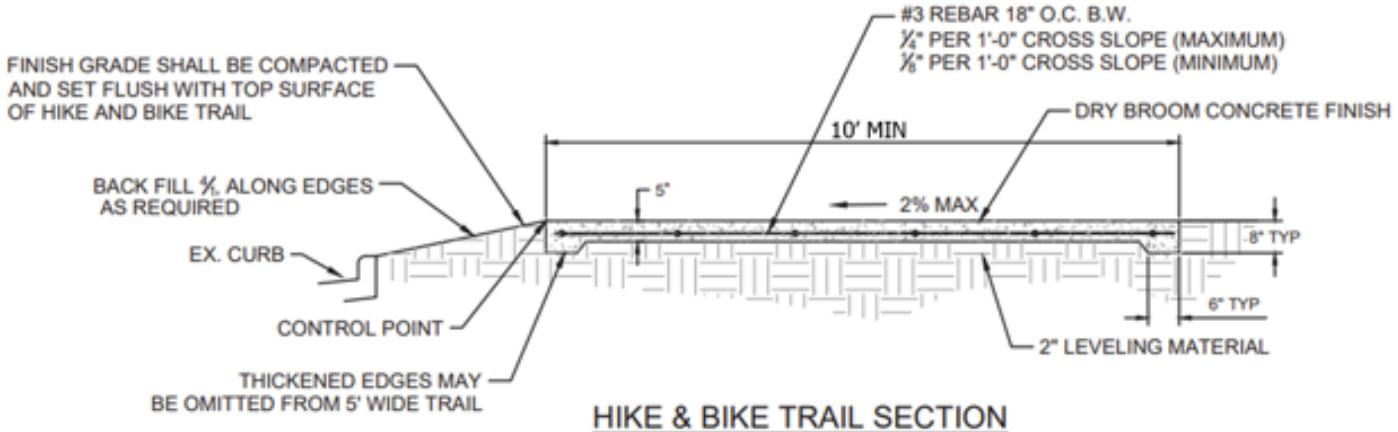
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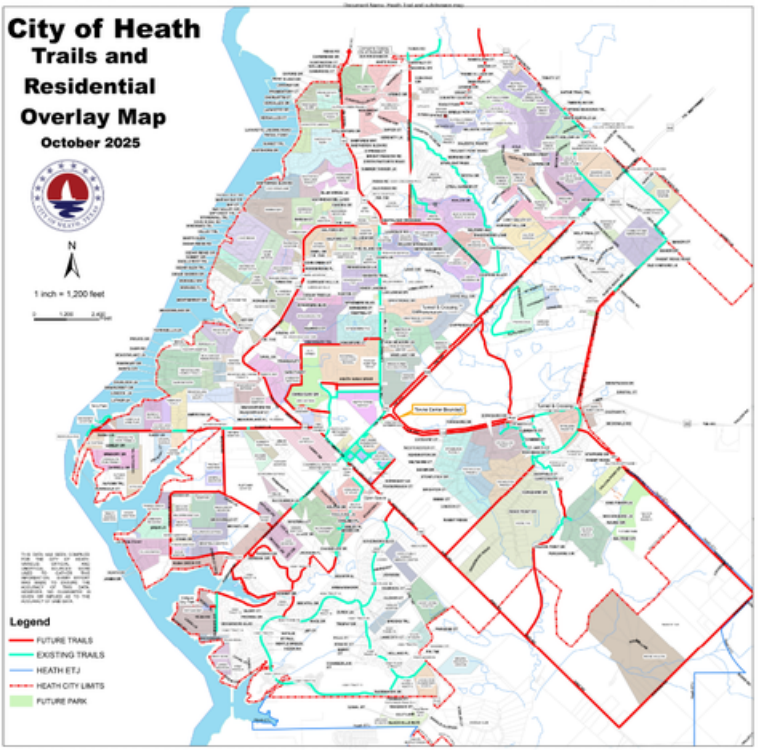
13. Trail Standards added.



HIKE & BIKE TRAIL (LONGITUDINAL SECTION)
TYPICAL

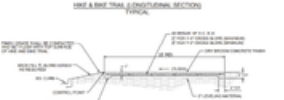


HIKE & BIKE TRAIL SECTION
TYPICAL





HIKE & BIKE TRAIL (LONGITUDINAL SECTION)
TYPICAL



HIKE & BIKE TRAIL SECTION
TYPICAL

Adopted by Parks Board: _____ _____
Date Parks Board Chairman

Adopted by City Council: _____ _____
Date Mayor

Ordinance Number: _____

CITY OF HEATH, TEXAS
ORDINANCE NO. 251028x

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF HEATH, TEXAS, ADOPTING AN AMENDMENT TO THE PARKS, RECREATION, AND TRAILS MASTER PLAN TO INCORPORATE A REVISED TRAILS AND RESIDENTIAL OVERLAY MAP; PROVIDING FOR INCORPORATION OF PREMISES; PROVIDING A SAVINGS AND REPEALING CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Parks Board and the City Council of the City of Heath, Texas (the "City") conducted substantial studies, work sessions, public hearings, and considered input from the City's professional planner and landscape architectural consultant, in the development of the City's 2018 Parks, Recreation, and Trails Master Plan (the "Plan") that was approved by the City Council on May 22, 2018; and

WHEREAS, on December 10, 2019, the City Council adopted Ordinance No. 191210A, amending the Plan to incorporate an amended trails map as a component of the Plan; and

WHEREAS, on October 20, 2025, the Parks Board of the City of Heath, Texas recommended to the City Council that the trails component of the Plan be amended to increase trail connectivity, remove specified trails, add additional trails, and provide for trail route realignment, with said amendments being shown on the map attached as **Exhibit "A"**; and

WHEREAS, the City Council now desires to amend the trails component of the Plan to incorporate the revised 2025 Trails and Residential Overlay Map, attached hereto as **Exhibit "A"**; and

WHEREAS, the City Council has determined that the provision of an extensive trail system is a necessary part of a healthy community and will promote the health, safety and welfare of the citizens of Heath and the general public.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF HEATH, TEXAS THAT:

Section 1. Incorporation of Premises. The findings set forth in the recitals above are true and correct and are hereby incorporated into this Ordinance as if fully set forth herein.

Section 2. Adoption of Revised Trails Map. The City of Heath hereby amends the trails component of the 2018 Parks, Recreation, and Trails Master Plan to adopt and incorporate by reference the 2025 Trails and Residential Overlay Map , attached hereto as **Exhibit "A"** and made a part hereof for all purposes. Upon adoption of this Ordinance, the revised 2025 Trails and Residential Overlay Map shall supersede all prior versions and shall serve as the official trails map of the City of Heath.

Section 3. Savings/Repealing Clause. All provisions of any ordinance in conflict with this Ordinance are hereby repealed to the extent they are in conflict; but such repeal shall not abate any pending prosecution for violation of the repealed Ordinance, nor shall the repeal prevent a prosecution from being commenced for any violation if occurring prior to the repeal of the Ordinance. Any remaining portions of said ordinances shall remain in full force and effect.

Section 4. Severability. Should any section, subsection, sentence, clause, or phrase of this Ordinance be declared unconstitutional or invalid by a court of competent jurisdiction, it is expressly provided that any and all remaining portions of this Ordinance shall remain in full force and effect. The City hereby declares that it would have passed this Ordinance, and each section, subsection, sentence, clause or phrase thereof irrespective of the fact that any one or more sections, subsections, sentences, clauses and phrases be declared unconstitutional or invalid.

Section 5. Effective Date. This Ordinance shall take effect immediately from and after its passage.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF HEATH, TEXAS, this the 28th day of October, 2025.

APPROVED:

_____
Jeremiah McClure, Mayor

ATTEST:

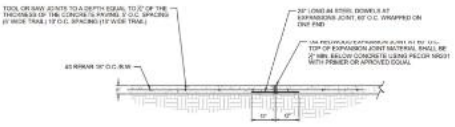
_____
Norma Duncan, City Secretary

APPROVED AS TO FORM:

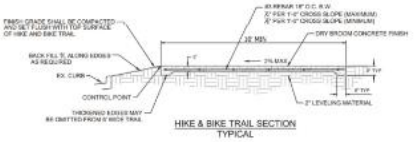
_____
Marie Johnson, Assistant City Attorney

Exhibit A
2025 Trails and Residential Overlay Map





HIKE & BIKE TRAIL (LONGITUDINAL SECTION)
TYPICAL



HIKE & BIKE TRAIL SECTION
TYPICAL

Adopted by Parks Board: _____ Date _____ Parks Board Chairman

Adopted by City Council: _____ Date _____ Mayor

Ordinance Number: _____

CITY of HEATH
City Council
Agenda Brief

MEETING DATE: 10/28/2025 **AGENDA ITEM: 5.h**

Item:

Discussion and action regarding a resolution voting for one or more candidates to the Rockwall Central Appraisal District Board of Directors. *(City Secretary)*

Background:

The Rockwall Central Appraisal District Board of Directors consists of representatives from the five taxing entities and the County is represented by the County Tax Assessor who serves as a non-voting member. Per Texas Property Tax Code 6.03 (k), the governing body of each taxing unit entitled to vote shall determine its vote by resolution and submit it to the chief appraiser before December 15, 2025. The chief appraiser shall count the votes, declare the five candidates who receive the largest cumulative vote totals elected, and submit the results before December 31.

The voting entitlement of each taxing unit is determined by dividing the total dollar amount of property taxes imposed by the taxing unit for the preceding tax year by the sum of the total dollar amount of property taxes imposed in the district for that year by each taxing unit that is entitled to vote. The resulting number is then multiplied by the quotient by 1,000 and rounded to the nearest whole number. That number is multiplied by the number of directorships to be filled. The City of Heath is entitled to 56 votes

At the October 14, 2025 meeting, the Heath City Council approved Resolution No. 251014D nominating David Billings and Richard Koepke to the Rockwall Central Appraisal District Board of Directors for four-year terms starting January 1, 2026 through December 31, 2030.

Financial Impact:

N/A

Legal Impact:

N/A

Staff Recommendation:

Staff recommends approval of Resolution No. 251028B casting the City's 56 votes to one or more candidates.

Attachments:
RCAD Board of Directors.pdf
Res_251028B_Vote_for_RCAD_Board_of_Directors.docx

Rockwall
Central Appraisal District

October 15, 2025

To All Taxing Entities,

Following completion of the nomination phase of the Board of Director (BOD) election, it is now time for the taxing units to vote and submit their ballot. Place 4 and Place 5, previously held by Richard Koepke and Sedric Thomas, are the two open spots in this BOD election.

Texas Property Tax Code 6.03 (j) states:

- Before October 30, the chief appraiser shall prepare a ballot, listing the candidates whose names were timely submitted under Subsections (g) . . . alphabetically according to the first letter in each candidate's surname, and shall deliver a copy of the ballot to the presiding officer of the governing body of each taxing unit that is entitled to vote.

Texas Property Tax Code 6.03(k) states:

- The governing body of each taxing unit entitled to vote shall determine its vote by resolution and submit it to the chief appraiser ***before December 15***. The chief appraiser shall count the votes, declare the . . . candidates who receive the largest cumulative vote totals elected, and submit the results before December 31.

A ballot is prepared and enclosed that will list all eligible nominees and will include a column for the name of the voting entity, along with a column for the number of votes cast. The taxing unit should complete the number of votes cast for the nominee or nominees. The taxing unit may only cast the total number of votes to which their taxing unit is entitled (a copy of the jurisdiction voting entitlement table has been included). Votes may be cast for one person or divided among multiple nominees.

Please contact me with any questions.

Sincerely,

Kevin Passons
Chief Appraiser

841 Justin Road
Rockwall, TX 75087
www.rockwallcad.com

Metro: 972-771-2034
Toll Free: 1-877-438-5304
Fax: 972-771-6871

Rockwall Central Appraisal District
Board of Directors Election
Jurisdiction Voting Entitlement

Entity	Number of Votes
City of Dallas	0
City of Fate	50
City of Garland	0
City of Heath	56
City of McLendon-Chisholm	6
City of Rockwall	146
City of Rowlett	46
City of Royse City	58
City of Wylie	4
Rockwall ISD	1058
Royse City ISD	238
Rockwall County	338

Board of Directors Ballot

Rockwall Central Appraisal District Board of Directors		
Nominee	**Name of Voting Entity**	**Number of Votes Cast**
David Billings		
Anthony Crawford		
Richard Koepke		
Sedric Thomas		

Ballots must be returned before December 15, 2025.

CITY OF HEATH, TEXAS
RESOLUTION NO. 251028B

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HEATH, ROCKWALL COUNTY, TEXAS VOTING ON ONE OR MORE CANDIDATES FOR APPOINTMENT TO THE ROCKWALL CENTRAL APPRAISAL DISTRICT BOARD OF DIRECTORS.

WHEREAS, the City of Heath (the "City") is a taxing unit entitled to vote for representation on the Rockwall Central Appraisal District ("Rockwall CAD") Board of Directors; and

WHEREAS, the Chief Appraiser of Rockwall CAD has timely delivered to the City a ballot of eligible candidates for appointment to the Board of Directors; and

WHEREAS, the City is entitled to 56 votes for distribution among one or more candidates; and

WHEREAS, the City Council of the City of Heath has determined that it is in the public interest to cast its votes for the candidate(s) for appointment to the Board of Directors of the Rockwall CAD as detailed below.

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

SECTION 1. The above recitals are found to be true and correct and the City casts its votes for the candidate(s) for appointment to the Rockwall Central Appraisal District Board of Directors as follows:

NOMINEE	**NUMBER OF VOTES CAST**
David Billings	
Anthony Crawford	
Richard Koepke	
Sedric Thomas	

SECTION 2. This resolution shall take effect immediately from and after its passage.

PASSED AND APPROVED by the City Council of the City of Heath, Texas on this the 28th day of October, 2025.

APPROVED:

_____
Jeremiah McClure, Mayor

ATTEST:

_____
Norma Duncan, City Secretary

APPROVED AS TO FORM:

_____
Marie Johnson, Assistant City Attorney

CITY of HEATH
City Council
Agenda Brief

MEETING DATE: 10/28/2025 **AGENDA ITEM: 5.i**

Item:

Presentation and discussion of the August 2025 Financial and Investment Report. *(J. Ayers)*

Background:

The Finance Department has prepared the Monthly Financial Report for the period ending August 31, 2025. This report provides a comprehensive overview of the City's financial performance across all major operating funds, including the General Fund and Utility Fund. The report also includes fund balance summaries, capital project activity, and departmental expenditure trends.

In addition, the Legal Expense Analysis summarizes historical and current legal spending through August 2025. Legal expenses have declined substantially compared to prior years, reflecting the closure of several high-cost litigation matters and ongoing monitoring of general legal activity.

The investment Reports for the 1st Quarter, 2nd Quarter, 3rd Quarter, and August 2025 are being presented to provide a complete overview of the City's investment portfolio and performance for FY2025 to date. These reports summarize investment activity, balances by fund, yield performance, and compliance with the Public Funds Investment Act (PFIA) and the City's adopted Investment Policy.

Financial Impact:

This item is for informational and reporting purposes only. No budget amendment or additional appropriation is required.

Legal Impact:

This presentation satisfies the City's quarterly reporting requirements under Public Funds Investment Act (Texas Government Code, Chapter 2256) and supports transparency in accordance with the City's adopted financial policies.

Staff Recommendation:

This item is presented for informational purposes only. No action by the City Council is required.

Attachments:

City of Heath Financials 2024-2025 - August 2025 Full Financial Report.pdf

City of Heath Legal Analysis 8.31.2025.docx

City of Heath
Monthly Financial Report
For the Period End August 2025

About This Report

This report has been prepared by the City of Heath's Finance Department. The Monthly Financial Report (MFR) is intended to provide our audience (internal and external users with timely and relevant information regarding the City's financial position. The report includes the following information.

- The Financial Summary reports the performance of the major operating funds of the City. In addition, the report provides a comparison to budget for major revenue sources and expenditure items. Narrative disclosures are included to highlight any significant changes or fluctuations.

  The report also contains a high level fund balance summary for all City funds. The report provides year-to-date revenues, expenditures, and transfers.

- The Capital Improvement Program Report contains a high level expenditure summary for all CIP projects. The report contains fund summary and a project summary that provides revenues, current and historical expenditures, and available fund balance.

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If you would like additional information, feel free to contact the Finance Department at (972) 961-4896.

City of Heath

General Fund

Schedule of Revenues & Expenditures - Budget vs Actual (Unaudited)
For the Period Ending August 2025

	Current Fiscal Year, 2024-2025					Prior Year
	Budget FY 2024 -2025	Aug-25 Actual	Year-to-Date Actual	Y-T-D Variance	Y-T-D % of Budget	Aug-24 Y-T-D Actual
RESOURCES						
Property Taxes	$ 6,156,100	$ 39,005	$ 6,452,526	$ 296,426	104.8%	$ 5,744,509
Sales Taxes	1,592,400	178,869	1,671,936	79,536	105.0%	1,487,299
Franchise Taxes	685,000	6,551	686,905	1,905	100.3%	582,890
Licenses & Permits	781,300	53,186	803,466	22,166	102.8%	262,186
Charges for Services	395,600	16,106	777,447	381,847	196.5%	682,467
Fines, Forfeitures & Penalties	141,300	9,985	146,380	5,080	103.6%	143,146
Other Revenues	243,700	4,786	194,931	(48,769)	80.0%	310,723
Transfers In	530,300	-	400,783	(129,517)	75.6%	235,776
Total Actual Resources	$ 10,525,700	$ 308,488	$ 11,134,374	$ 608,674	105.8%	$ 9,453,431
Use of Fund Balance	102,150	102,150	102,150			1,466,180
TOTAL RESOURCES	$ 10,627,850	$ 410,638	$ 11,236,524			$ 10,919,611
EXPENDITURES						
Salaries & Benefits	$ 7,049,160	609,156	5,906,255	$ (1,142,905)	83.8%	$ 5,223,780
Contract & Professional Services	1,503,090	150,066	1,112,621	(390,469)	74.0%	2,060,013
Rentals & Leases	5,000	-	900	(4,100)	18.0%	8,846
Materials & Supplies	260,200	23,067	186,245	(73,955)	71.6%	173,734
Operating Expenses	709,900	69,550	663,050	(46,850)	93.4%	565,303
Other Charges	338,800	36,108	319,350	(19,450)	94.3%	321,978
Capital Outlay	61,500	23,841	85,854	24,354	139.6%	32,523
Transfers Out	700,200	-	525,150	(175,050)	75.0%	1,235,055
Total Expenditures	$ 10,627,850	$ 911,789	$ 8,799,424	$ (1,828,426)	82.8%	$ 9,621,231
Excess/(Deficit)	$ -	$ (501,151)	$ 2,437,100			$ 1,298,380

KEY TRENDS

Resources

Property Taxes collection year-to-date is 104.2% of the annual budget amount. The majority of Property Tax revenue is received during the months of December through February. Property taxes account for 57% of total General Fund budgeted revenue based on the original budget.

Sales Taxes - Sales Tax Revenue year-to-date is 15.1% higher tan the projected budget at this point in the fiscal year. It is 10.4% higher in comparison to what was collected in the previous year at this period. Sales Taxes accounts for 15% of total General Fund budgeted revenue based on the original budget.

Franchise Tax - The City of Heath has franchise fee agreements with various companies utilizing the city's property and/or right of way to provide certain services to the community. A few businesses with franchise fee agreements with the City are Atmos and Oncor.

Transfers In include cost allocations of $329,300 from the Water & Sewer Utility Fund, $40,000 from the Solid Waste Fund, $18,000 from the HEDC, and the $18,000 from HMBC

Expenditures

Transfers Out include a $154,500 transfer to the Capital Improvement Fund and a 545,700 transfer to the Equipment Replacment Fund.

Capital Outlay/Leases - No new major capital leases or outlays are present in the FY2025 from the General Fund.

Overall, the budget is under projected expenditures at end of August 31, 2025 financial reporting period.

Budget adjustments will be handled through budget line-item transfers or budget amendments as needed.

City of Heath

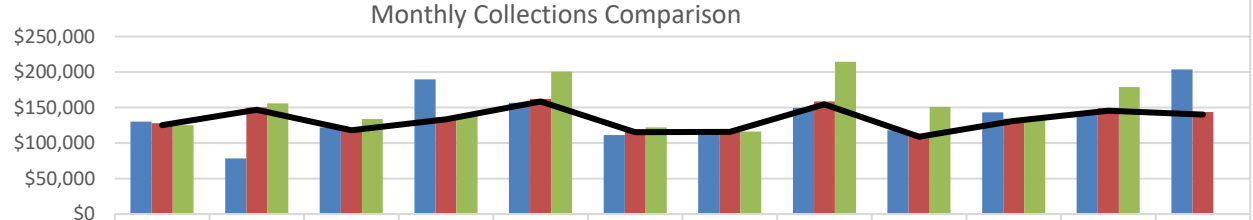
General Fund

Revenue Analysis

For the Period Ending August 2025

SALES TAX

Monthly Collections Comparison



	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep
2022-2023 Actuals	$130,075	$78,220	$122,275	$189,872	$156,748	$111,459	$114,030	$149,495	$118,009	$143,132	$142,725	$203,578
2023-2024 Actuals	$128,154	$150,192	$120,792	$136,518	$162,323	$117,765	$118,405	$158,444	$111,553	$134,068	$149,086	$143,510
2024-2025 Actuals	$125,324	$155,746	$133,626	$139,294	$200,589	$122,066	$115,988	$214,558	$151,157	$134,719	$178,869	$0
2024-2025 Budget	$125,100	$146,700	$117,900	$133,300	$158,500	$115,100	$115,600	$154,700	$108,900	$130,900	$145,600	$140,100

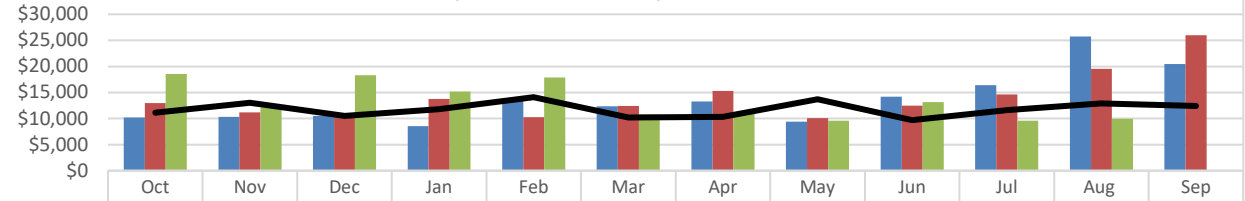
SALES TAX VARIANCE

Actual to Budget **15.1%** Current Yr to Prior Yr (%) **12.4%**

Actual to Budget **$219,636** Current Yr to Prior Yr ($) **$184,637**

Fines, Forfeitures & Penalties

Monthly Collections Comparison



	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep
2022-2023 Actuals	$10,217	$10,354	$10,486	$8,526	$13,873	$12,327	$13,263	$9,387	$14,202	$16,408	$25,757	$20,456
2023-2024 Actuals	$12,948	$11,215	$10,558	$13,753	$10,240	$12,418	$15,327	$10,055	$12,451	$14,630	$19,553	$25,984
2024-2025 Actuals	$18,576	$12,197	$18,301	$15,176	$17,864	$10,767	$11,183	$9,592	$13,146	$9,593	$9,985	$0
2024-2025 Budget	$11,100	$13,000	$10,500	$11,800	$14,100	$10,200	$10,300	$13,700	$9,700	$11,600	$12,900	$12,400

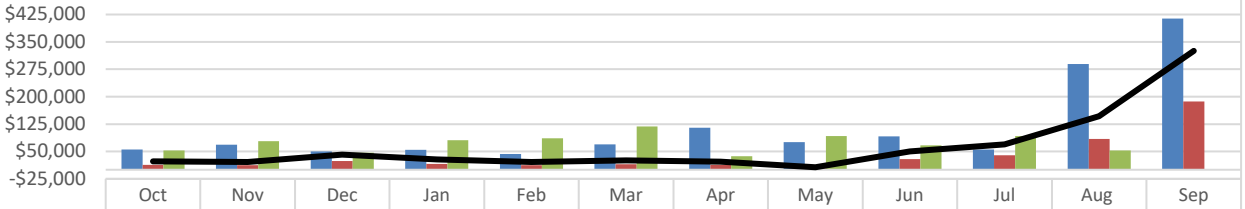
FINES, FORFEITURES & PENALTIES VARIANCE

Actual to Budget **13.6%** Current Yr to Prior Yr (%) **2.3%**

Actual to Budget **$17,480** Current Yr to Prior Yr ($) **$3,234**

Licenses & Permits

Monthly Collections Comparison



	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep
2022-2023 Actuals	$55,340	$68,260	$50,224	$54,709	$43,295	$69,488	$115,073	$75,886	$91,642	$55,280	$289,393	$413,611
2023-2024 Actuals	$13,426	$12,201	$23,685	$16,022	$12,351	$14,850	$12,895	$3,922	$28,691	$39,915	$84,228	$187,124
2024-2025 Actuals	$52,603	$78,171	$46,355	$80,426	$85,809	$118,631	$37,084	$92,342	$66,605	$92,254	$53,186	$0
2024-2025 Budget	$23,300	$21,200	$41,200	$27,900	$21,500	$25,800	$22,400	$6,800	$49,900	$69,400	$146,500	$325,400

LICENSES & PERMITS VARIANCE

Actual to Budget **76.2%** Current Yr to Prior Yr (%) **206.4%**

Actual to Budget **$347,567** Current Yr to Prior Yr ($) **$541,280**

City of Heath
General Fund
Expense Analysis by Department
For the Period Ending August 2025

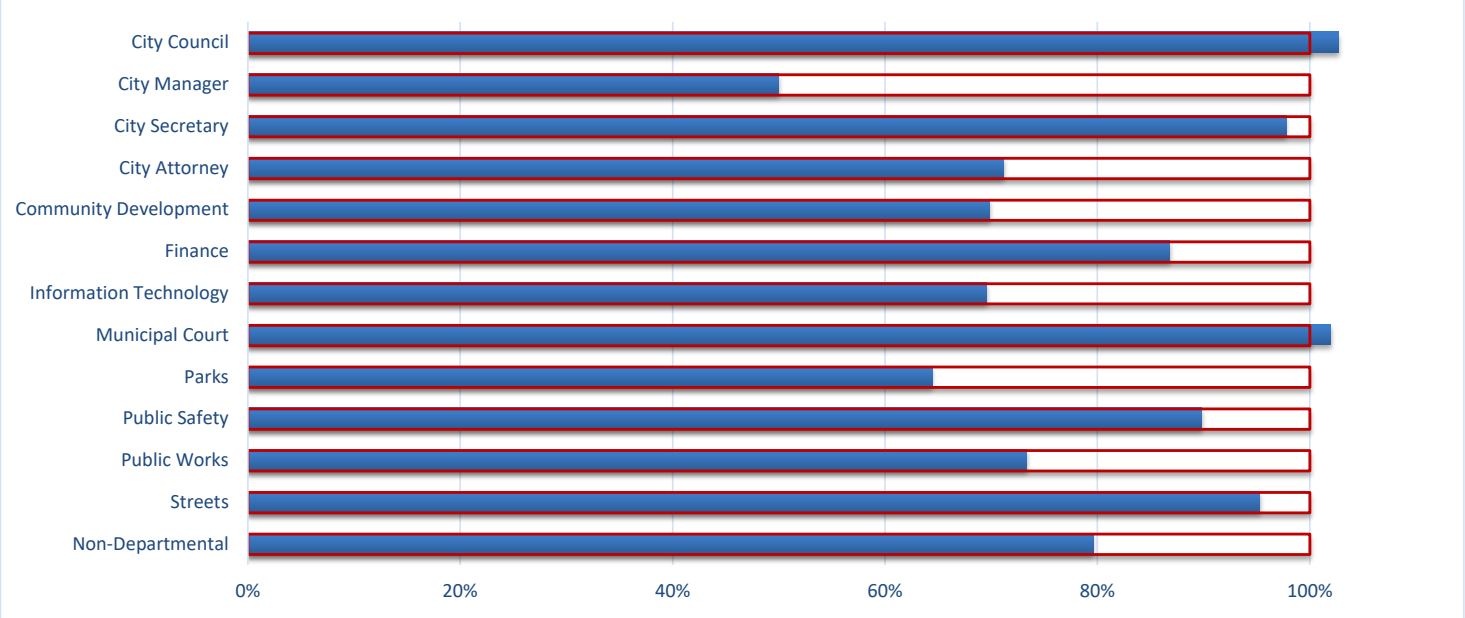
Year-to-Date Overview

Total General Fund expenditures of $8,799,424 are 83% of the annual budget.

General Fund spending to date is about as expected at this point in the fiscal year. Many departments encumber (reserve funds with Purchase Orders) contracts in the beginning of the year, which will be expended as invoices are processed throughout the year. City Council expenditures are over budget by 3%, largely due to increased travel and training for community engagement. Municipal Court is over budget by 2%, following a title and salary adjustment to hire a more experienced Court Supervisor. Both variances are expected to have minimal impact at year-end.

Under Non-Departmental, Quarterly transfers include a transfer to the General CIP Fund for infrastructure, maintenance, and rehabilitation projects. Transfers to the General Equipment Replacement Fund accumulate resources for future equipment purchases. Transfers are recorded 25% in November, 25% in February, 25% in May, and 25% in September (changed due to audit timing and the reconcilation process).

	Year to Date as of August 2025			Year to Date as of August 2024		
	Actual	Annual Budget	% of Budget	Actual	Annual Budget	% of Budget
City Council	$ 46,849	$ 45,600	103%	$ 42,721	$ 45,600	94%
City Manager	170,271	340,700	50%	190,949	214,100	89%
City Secretary	303,670	310,600	98%	167,088	219,900	76%
City Attorney	284,823	400,100	71%	1,175,588	1,000,100	118%
Community Development	631,313	903,900	70%	678,654	778,030	87%
Finance	306,778	353,400	87%	287,668	368,200	78%
Information Technology	250,733	360,410	70%	216,735	270,700	80%
Municipal Court	99,091	97,200	102%	66,068	96,400	69%
Parks	362,368	562,400	64%	349,653	632,700	55%
Public Safety	4,664,373	5,193,000	90%	4,125,259	4,974,434	83%
Public Works	294,785	401,900	73%	180,861	377,700	48%
Streets	388,883	408,140	95%	338,909	394,750	86%
Non-Departmental	995,486	1,250,500	80%	1,801,079	2,194,300	82%
Total Expenditures	$ 8,799,424	$ 10,627,850	83%	$ 9,621,231	$ 11,566,914	83%



City of Heath

Water & Sewer Utility Fund

Schedule of Revenues & Expenditures - Budget vs Actual (Unaudited)
For the Period Ending August 2025

	Current Fiscal Year, 2024-2025					Prior Year
	Budget FY 2024 -2025	Aug-25 Actual	Year-to-Date Actual	Y-T-D Variance	Y-T-D % of Budget	Aug-24 Y-T-D Actual
RESOURCES						
City Water Charges	$ 7,458,600	$ 1,097,962	$ 6,623,159	$ (835,441)	88.8%	$ 5,891,322
City Sewer Charges	3,662,100	355,599	3,819,670	157,570	104.3%	3,426,504
City Sewer Charges - Buffalo Creek Int	3,277,500	335,794	3,079,038	(198,462)	93.9%	2,617,726
Water Tap Fees	29,000	10,304	145,827	116,827	502.9%	49,209
Water Impact Fees	250,400	32,494	481,696	231,296	192.4%	206,942
Sewer Impact Fees	472,800	59,106	876,074	403,274	185.3%	306,060
Service/Reconnect & Inspection Fees	125,600	17,207	135,487	9,887	107.9%	116,095
Special Assessments	8,300	-	8,435	135	101.6%	7,233
Penalties & Late Charges	62,000	(1,002)	59,406	(2,594)	95.8%	65,452
Investment Income	125,000	16,886	210,100	85,100	168.1%	211,857
Other Revenues	46,500	22,565	132,002	85,502	283.9%	34,369
Transfers In	40,000	-	30,000	(10,000)	75.0%	40,000
Total Actual Resources	$ 15,557,800	$ 1,946,915	$ 15,600,894	$ 43,094	100.3%	$ 12,972,768
Use of Fund Balance	2,139,000	2,139,000	2,139,000			1,421,520
TOTAL RESOURCES	$ 17,696,800	$ 4,085,915	$ 17,739,894			$ 14,394,288
EXPENDITURES						
Salaries & Benefits	$ 2,027,000	$ 162,347	$ 1,543,557	$ (483,443)	76.1%	$ 1,256,813
Contractual & Professional Services	244,600	14,284	151,133	(93,467)	61.8%	110,561
Rentals & Leases	3,500	-	7,001	3,501	200.0%	280
City of Rockwall - Water Purchase	4,132,200	657,795	3,270,311	(861,889)	79.1%	3,099,044
Materials & Supplies	339,800	23,080	365,665	25,865	107.6%	291,209
Operating Expenses	753,800	196,439	661,826	(91,974)	87.8%	441,305
NTMWD - Sewer Treatment Services	3,340,700	278,167	3,945,432	604,732	118.1%	2,267,158
Other Charges	209,500	6,170	373,438	163,938	178.3%	219,427
Capital Outlay	19,000	989	12,092	(6,908)	63.6%	28,481
Debt Service	3,942,700	172,466	3,911,842	(30,858)	99.2%	3,549,943
Transfers Out	2,684,000	-	2,013,000	(671,000)	75.0%	2,084,475
Total Expenditures	$ 17,696,800	$ 1,511,737	$ 16,255,298	$ (1,441,502)	91.9%	$ 13,348,695
Excess/(Deficit)	$ -	$ 2,574,177	$ 1,484,597			$ 1,045,592

KEY TRENDS

Resources

Operating revenues are determined by the water and sewer rates, as well as, the volume of water sold. Revenues are impacted by weather conditions. For example, rain and cold weather will often reduce water usage. Hot summers create higher demands.

Winter Sewer Averaging Method: The sewer winter averaging method calculation is based on the 3 lowest usage months out of the months of November, December, January, and February. Rate is effective from March to February annually.

New Utility customers are charged the base rate plus the the system average times the volume rate. Once a customer has established a winter average, their bill will be based on their consumption not the system average.

Transfers In: only one transfer from the Solid Waste Fund in the amount of $40,000.

Expenditures

Operating expenses are dominated by contractual payments for the purchase of water for resale from the City of Rockwall and North Texas Municipal Water District for sewer service that equals 54% of the total FY2025 budgeted expenses excluding transfers. City of Rockwall expenses for June and July water supplies are included in this report as the accounts payable transaction were completed in the month of August.

Debt Service payments are process February and August.

Capital Outlays for upgrading computer equipment for monitoring and upkeep of the Systems and Control Data Acquisition (SCADA) system.

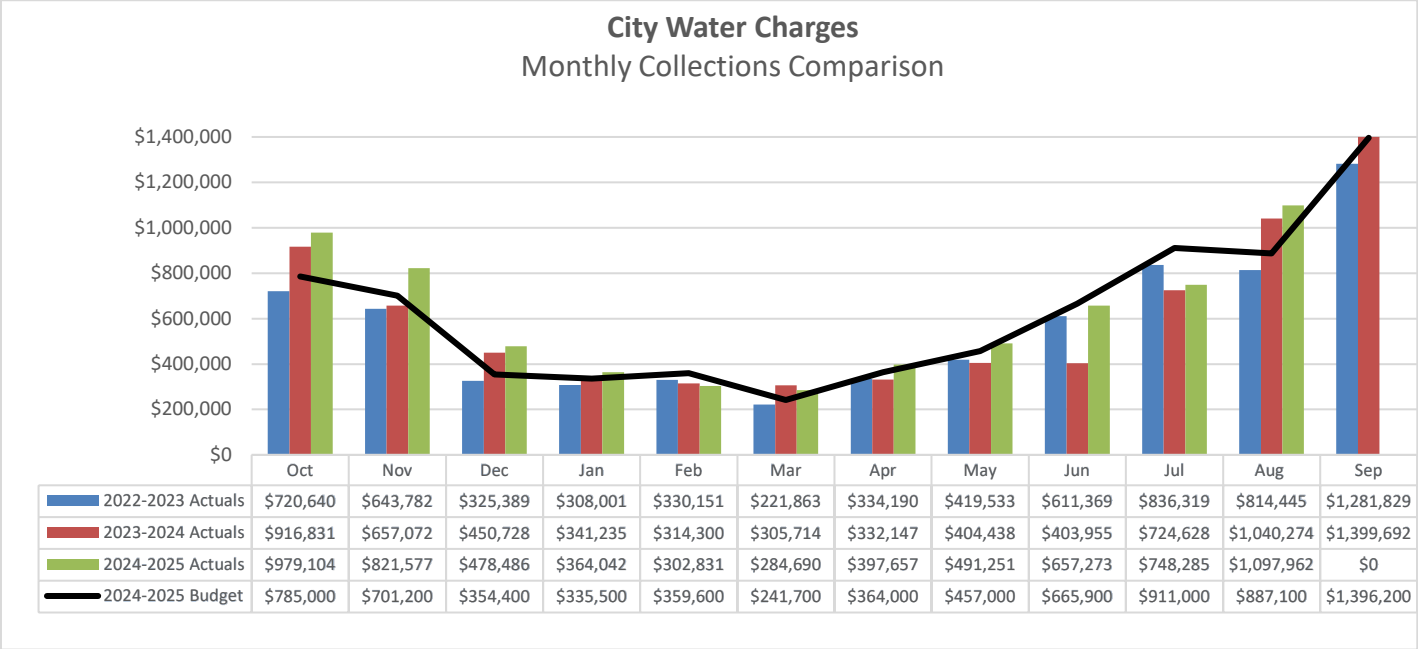
Transfers Out to General Fund in the amount of $329,300, Equipment Replacement Fund in the amount of $215,700, and Transfer to the CIP in the amount of $2,139,000.

City of Heath

Water & Sewer Utility Fund

Revenue Analysis

For the Period Ending August 2025



	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep
2022-2023 Actuals	$720,640	$643,782	$325,389	$308,001	$330,151	$221,863	$334,190	$419,533	$611,369	$836,319	$814,445	$1,281,829
2023-2024 Actuals	$916,831	$657,072	$450,728	$341,235	$314,300	$305,714	$332,147	$404,438	$403,955	$724,628	$1,040,274	$1,399,692
2024-2025 Actuals	$979,104	$821,577	$478,486	$364,042	$302,831	$284,690	$397,657	$491,251	$657,273	$748,285	$1,097,962	$0
2024-2025 Budget	$785,000	$701,200	$354,400	$335,500	$359,600	$241,700	$364,000	$457,000	$665,900	$911,000	$887,100	$1,396,200

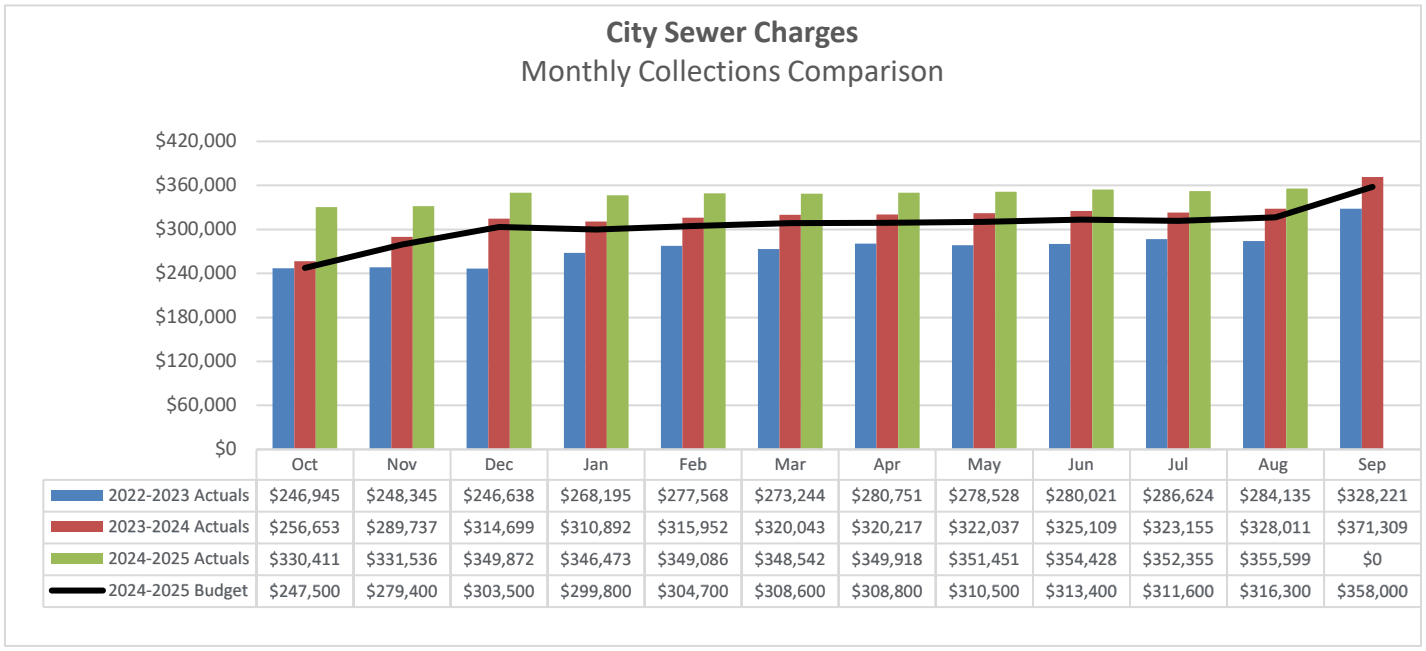
WATER CHARGES VARIANCE

Actual to Budget (%) **9.2%**

Actual to Budget ($) **$560,759**

Current Yr to Prior Yr (%) **12.4%**

Current Yr to Prior Yr ($) **$731,838**



	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep
2022-2023 Actuals	$246,945	$248,345	$246,638	$268,195	$277,568	$273,244	$280,751	$278,528	$280,021	$286,624	$284,135	$328,221
2023-2024 Actuals	$256,653	$289,737	$314,699	$310,892	$315,952	$320,043	$320,217	$322,037	$325,109	$323,155	$328,011	$371,309
2024-2025 Actuals	$330,411	$331,536	$349,872	$346,473	$349,086	$348,542	$349,918	$351,451	$354,428	$352,355	$355,599	$0
2024-2025 Budget	$247,500	$279,400	$303,500	$299,800	$304,700	$308,600	$308,800	$310,500	$313,400	$311,600	$316,300	$358,000

SEWER CHARGES VARIANCE

Actual to Budget (%) **15.6%**

Actual to Budget ($) **$515,570**

Current Yr to Prior Yr (%) **11.5%**

Current Yr to Prior Yr ($) **$393,165**

City of Heath
Utility Fund
Expense Analysis by Department
For the Period Ending August 2025

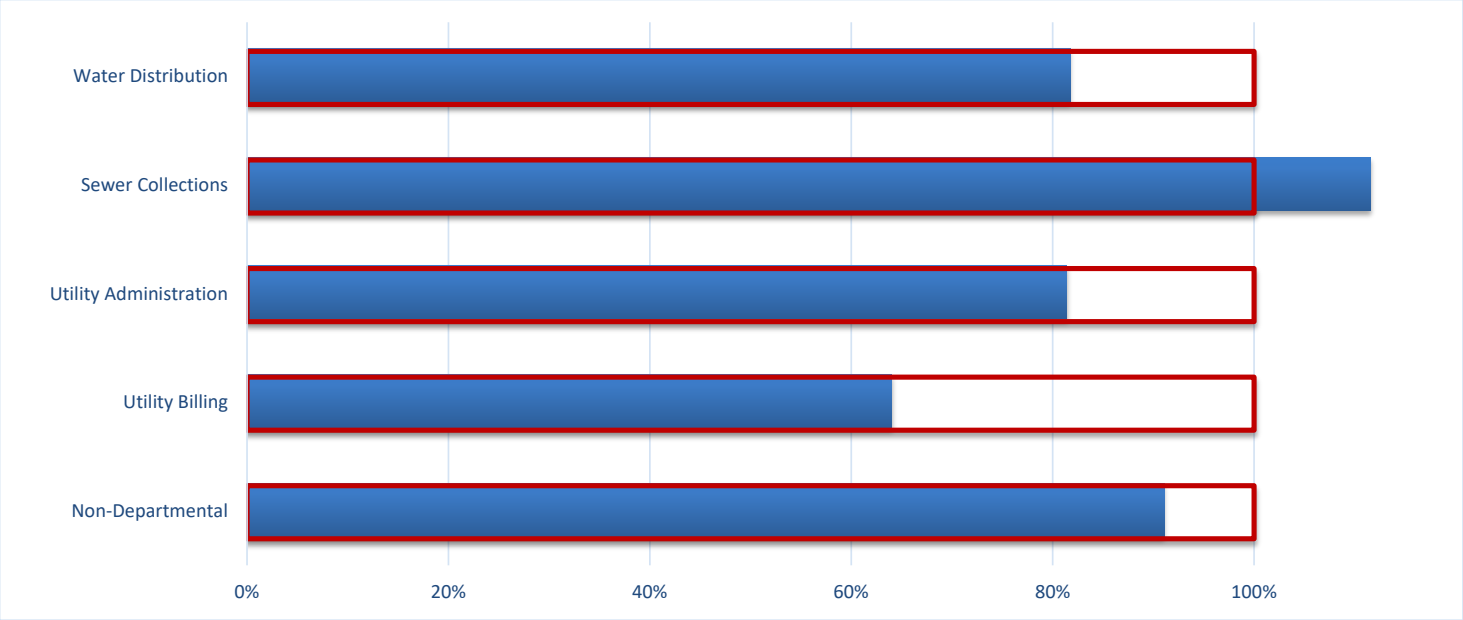
Year-to-Date Overview

Year to date expenditures total $16,255,298.

At this point in the fiscal year, 68.4% of current year-to-date expenditures are attributed to Debt Service, the NTMWD Buffalo Interceptor (calculated based on usage), NTMWD Sewer Treatment Services (calculated based on usage), and City of Rockwall water purchase. Most of the increased cost in comparison to last year are from large capital projects under the purview of the NTMWD that have caused a signficant increase in rates. Non-Departmental Includes Transfers and Debt Service Payments related to Utility Operations. Sewer Collections has exceeded budget by 12%. This cost increase can be attributed to year-end true-up from NTMWD for wastewater usage and rate corrections.

Quarterly Transfers to others funds include a transfer for the Utility Fund's share of General Fund's General & Administrative expenses and a transfer to the CIP Fund. A transfer is made to the Utility Equipment Replacement Fund to fund future equipment.

	Year to Date as of August 2025			Year to Date as of August 2024		
	Actual	Annual Budget	% of Budget	Actual	Annual Budget	% of Budget
Water Distribution	$ 4,204,029	$ 5,143,900	82%	$ 3,775,818	$ 4,813,850	78%
Sewer Collections	4,430,616	3,970,000	112%	2,620,695	2,936,458	89%
Utility Administration	854,177	1,049,100	81%	668,038	968,250	69%
Utility Billing	224,249	350,400	64%	228,473	260,600	88%
Non-Departmental	6,542,228	7,183,400	91%	6,055,672	6,999,354	87%
Total Expenditures	$ 16,255,298	$ 17,696,800	92%	$ 13,348,695	$ 15,978,512	84%



City of Heath

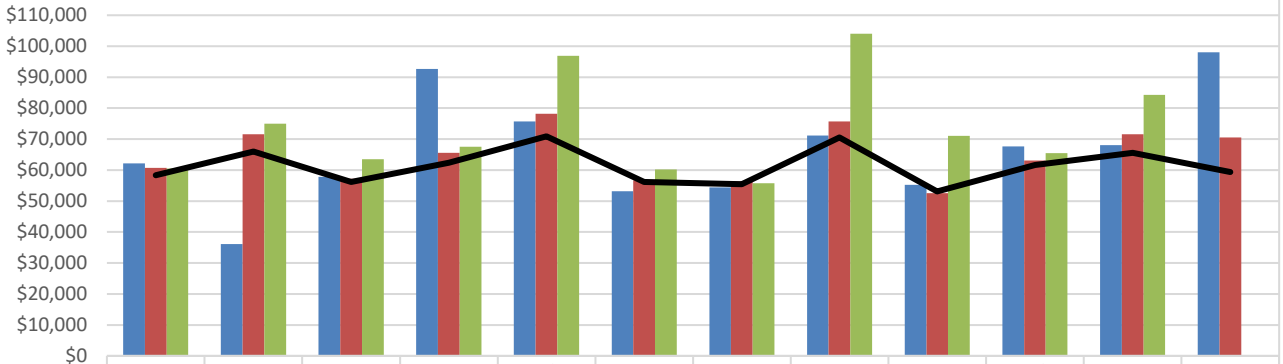
Sales Tax Funds

Revenue Analysis

For the Period Ending August 2025

Heath Economic Development Corporation

Monthly Collections Comparison



	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep
2022-2023 Actuals	$62,207	$36,142	$57,867	$92,683	$75,751	$53,159	$54,445	$71,110	$55,238	$67,650	$68,021	$98,023
2023-2024 Actuals	$60,750	$71,561	$57,199	$65,521	$78,235	$56,641	$56,331	$75,747	$52,597	$63,043	$71,555	$70,578
2024-2025 Actuals	$60,464	$74,961	$63,533	$67,533	$96,872	$60,236	$55,736	$104,035	$71,026	$65,421	$84,309	$0
2024-2025 Budget	$58,300	$66,000	$56,200	$62,400	$70,900	$56,200	$55,400	$70,500	$53,100	$61,600	$65,600	$59,400

WATER CHARGES VARIANCE

Actual to Budget (%) **18.9%**

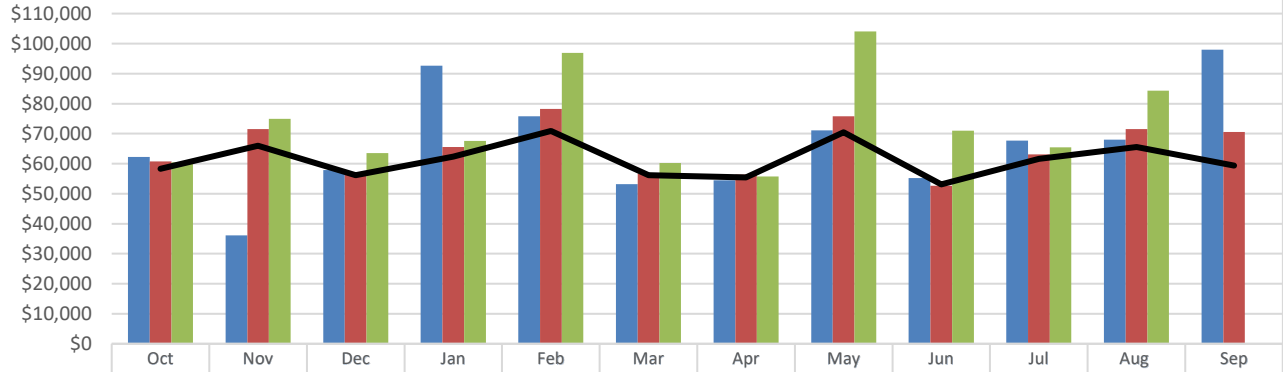
Actual to Budget ($) **$127,927**

Current Yr to Prior Yr (%) **13.4%**

Current Yr to Prior Yr ($) **$94,946**

Heath Municipal Benefits Corporation

Monthly Collections Comparison



	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep
2022-2023 Actuals	$62,207	$36,142	$57,867	$92,683	$75,751	$53,159	$54,445	$71,110	$55,238	$67,650	$68,021	$98,023
2023-2024 Actuals	$60,750	$71,561	$57,199	$65,521	$78,235	$56,641	$56,331	$75,747	$52,597	$63,043	$71,555	$70,578
2024-2025 Actuals	$60,464	$74,961	$63,533	$67,533	$96,872	$60,236	$55,736	$104,035	$71,026	$65,421	$84,309	$0
2024-2025 Budget	$58,300	$66,000	$56,200	$62,400	$70,900	$56,200	$55,400	$70,500	$53,100	$61,600	$65,600	$59,400

SEWER CHARGES VARIANCE

Actual to Budget (%) **18.9%**

Actual to Budget ($) **$127,926**

Current Yr to Prior Yr (%) **13.4%**

Current Yr to Prior Yr ($) **$94,946**

City of Heath
Fund Balance Summary
For the Period Ending August 2025

	Audited Appropriable Fund Balance 9/30/2024	Year-to-Date Revenue	Year-to Date Expense	Transfers In/(Out)	Unaudited Fund Balance 8/31/2025
OPERATING FUNDS					
100 General Fund	$ 5,199,844	$ 10,733,592	$ 8,274,274	$ (124,367)	$ 7,534,794
610 Water & Sewer Utility Fund	15,447,170	15,570,894	14,242,298	(1,983,000)	14,792,767
625 Solid Waste Fund	152,108	1,375,836	1,056,269	(60,000)	411,674
980 Heath Economic Develoment Corp	4,446,013	965,498	2,626,239	(213,029)	2,572,243
985 Heath Municipal Benefits Corp	1,367,606	870,858	49,692	(213,029)	1,975,743
	$ 26,612,741	$ 29,516,678	$ 26,248,772	$ (2,593,425)	$ 27,287,221
RESERVE FUNDS					
300 General Debt Service Fund	$ 668,543	$ 3,352,926	$ 2,719,096	$ -	1,302,373
	$ 668,543	$ 3,352,926	$ 2,719,096	$ -	$ 1,302,373
BOND/CAPITAL PROJECT FUNDS					
400 Governmental Capital Projects	$ 12,409,249	$ 1,083,178	$ 790,716	$ (154,875)	$ 12,546,837
401 Fire Station Builiding	1,551,951	24,775	-	-	1,576,726
402 Drainage Capital Projects	250,848	4,004	154,181	177,000	277,672
406 Parks Capital Projects	1,073,174	-	-	396,000	1,469,174
407 P.A.T.H.	38,198	241,662	27,163	-	252,697
410 Water/Wastewater Capital Projects	8,999,566	700	2,393,808	1,604,250	8,210,708
480 2023 CO General Bond	33,734,713	1,494,415	6,695,736	-	28,533,392
	$ 58,057,699	$ 2,848,735	$ 10,061,604	$ 2,022,375	$ 52,867,205
INTERNAL SERVICE FUNDS					
700 General Capital Replacement Fund	$ 805,217	$ 19,868	$ 390,783	$ 409,275	$ 843,578
710 Utility Equipment Replacement Fund	489,843	-	85,997	161,775	565,621
	$ 1,295,060	$ 19,868	$ 476,780	$ 571,050	$ 1,409,198
SPECIAL PURPOSE FUNDS					
225 Parkland Dedication Fund	$ 42,463	$ 681	$ -	$ -	$ 43,144
229 Tree Mitigation Fund	112,519	1,796	-	-	114,315
230 Marsha's Happy Haven	91,346	1,458	-	-	92,804
231 Farmer's Market	139	9	-	-	148
260 Special Revenue Fund	158,216	14,690	-	-	172,906
	$ 404,683	$ 18,635	$ -	$ -	$ 423,318
TOTAL ALL FUNDS	$ 87,038,726	$ 35,756,842	$ 39,506,252	$ -	$ 83,289,315

City of Heath
Capital Improvement Program
For the Period Ending August 2025

Project No.	Project Name	Budget	Encumbrance	Expenditures	Available Balance
	DRAINAGE CAPITAL PROJECTS				
SW2401	Legend Drive	80,900	-	13,700	67,200
SW2402	Sorita Circle	239,000	43,748	140,481	54,771
		$ 319,900	**$ 43,748**	**$ 154,181**	**$ 121,971**
	WATER CAPITAL PROJECTS				
WA2401	AMI System Implementation Phase No. 1	800,000	-	795,886	4,114
WA2402	Upgrade 300-HP Pump at Pump Station No. 1	250,000	-	188,261	61,739
WA2406	SCADA System Upgrade	250,000	-	80,174	169,826
WA2407	Fire Flow Improvements No. 1 - Darr Estates	2,231,500	665,256	1,377,474	188,770
WA2501	AMI System Implementation Phase No. 2	800,000	186,885	613,115	-
WA2503	Water Well #1 - Towne Center Park (Design)	242,000	(46,355)	288,355	-
WA2502	Fire Flow Improvements No. 2 - Candlelite Park (Design)	484,000	178,656	-	305,344
WA2601	3-MG Ground Storage Tank (Design)	1,000,000	717,123	-	282,877
WA2602	1.5-MG Elevated Storage Tank (Design)	1,000,000	921,853	-	78,147
		$ 7,057,500	**$ 2,623,418**	**$ 3,343,265**	**$ 1,090,817**
	WASTEWATER CAPITAL PROJECTS				
SE2501	Southside Lift Station Pump and Electrical Upgrades	265,088	255,398	-	9,690
		$ 265,088	**$ 255,398**	**$ -**	**$ 9,690**
	MOBILITY/STREET PROJECTS				
ST2502	Citywide Street Improvement Program 2025	920,000	-	-	920,000
		$ 920,000	**$ -**	**$ -**	**$ 920,000**
	PARKS CAPITAL PROJECTS				
PR2401	Towne Center Park Improvements	13,650,000	7,446,028	6,519,509	(315,536)
PR2403	Terry Lane Park Improvements - Boat Dock	50,000	-	45,000	5,000
		$ 13,700,000	**$ 7,446,028**	**$ 6,564,509**	**$ (310,536)**
	GENERAL CAPITAL PROJECTS				
FA2401	Public Works Facility	$ 6,250,000	$ 4,939,743	$ 1,547,167	(236,910)
FA2402	Public Safety Facility No. 1	11,000,000	258,000	920	10,741,080
FA2402	Public Safety Facility No. 2	4,000,000	118,000	920	3,881,080
FA2501	City Hall Improvements	380,000	-	12,169	367,831
FA2502	City Hall Beautification	30,000	-	5,513	24,487
IT2401	OpenGov ERP Suite (ARPA)	642,000	-	642,000	-
IT2402	City Hall Door/Camera System Upgrades	140,000	-	126,499	13,501
IT2403	GIS System Development and Hosting	50,000	-	50,000	-
IT2501	City Hall Council Chamber A/V Upgrades	50,000	-	39,858	10,142
IT2502	Push Notification System	25,000	-	18,357	6,643
IT2503	CivicPlus Record Management System	25,000	-	20,594	4,406
		$ 22,592,000	**$ 5,315,743**	**$ 2,463,997**	**$ 14,812,260**
	CIP Projects Total	**$ 44,854,488**	**$ 15,684,334**	**$ 12,525,951**	**$ 16,644,202**

City of Heath Legal Expense Report

Managing Legal Costs: Historical Review and Current Trends

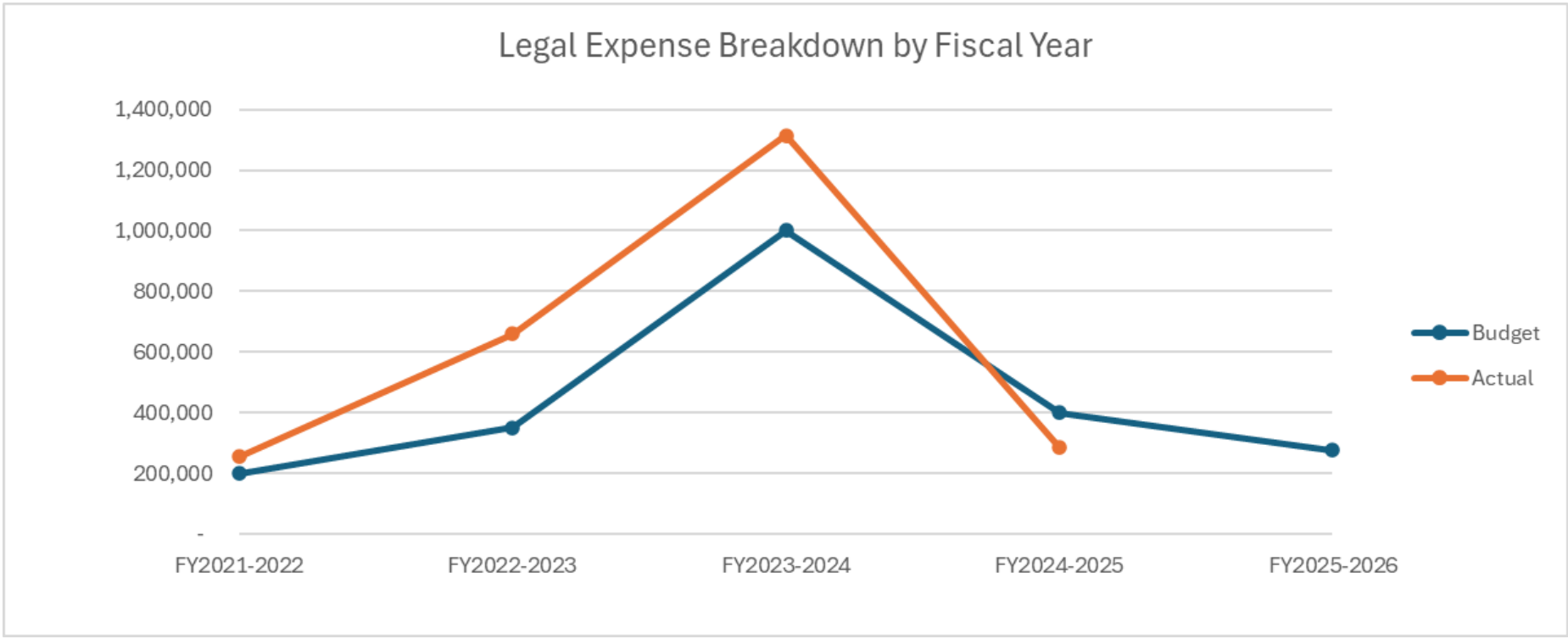
City of Heath, Texas

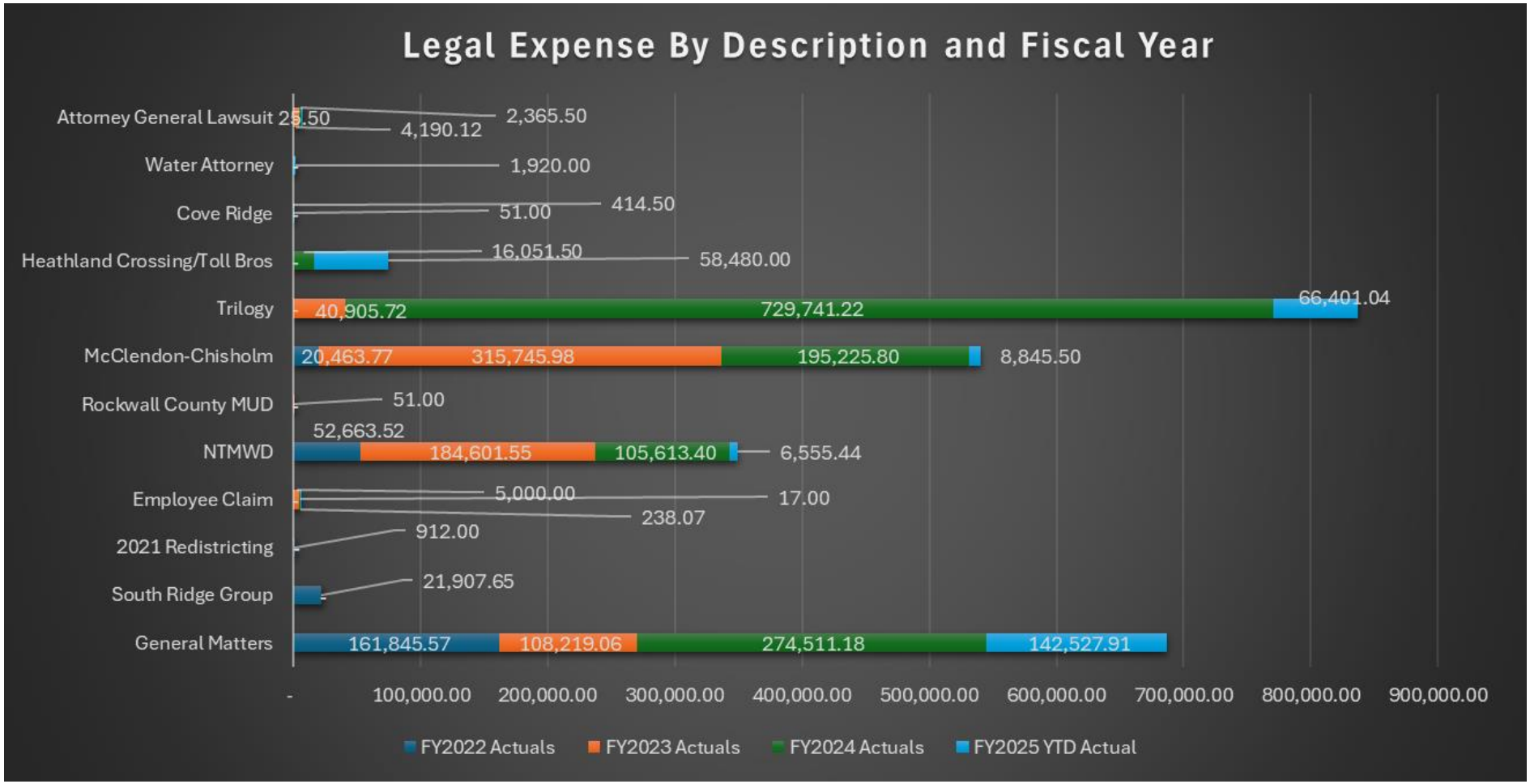
Legal Services Historical Expense Analysis – City Council Meeting 08.31.2025

Legal Expense Breakdown By Fiscal Year			
Fiscal Year	**Budget**	**Actual**	**Variance**
FY2025-2026 (Proposed)	**275,000**	-	275,000.00
FY2024-2025	**400,100**	284,823.39	115,276.61
FY2023-2024	**1,000,000**	1,314,161.17	(314,161.17)
FY2022-2023	**350,000**	658,713.43	(308,713.43)
FY2021-2022	**200,000**	254,592.51	(54,592.51)
Total	**2,225,100.00**	**2,512,290.50**	**(287,190.50)**

Legal Expense By Description					
Description	**FY2022 Actuals**	**FY2023 Actuals**	**FY2024 Actuals**	**FY2025 YTD Actual**	**FY Totals**
General Matters	161,845.57	108,219.06	274,511.18	142,527.91	687,103.72
South Ridge Group	21,907.65	-	-	-	21,907.65
2021 Redistricting	912.00	-	-	-	912.00
Employee Claim	-	5,000.00	238.07	17.00	5,255.07
NTMWD	52,663.52	184,601.55	105,613.40	6,555.44	349,433.91
Rockwall County MUD	-	51.00	-	-	51.00
McClendon-Chisholm	20,463.77	315,745.98	195,225.80	8,845.50	540,281.05
Trilogy	-	40,905.72	729,741.22	66,401.04	837,047.98
Heathland Crossing/Toll Bros	-	-	16,051.50	58,480.00	74,531.50
Cove Ridge	-	-	414.50	51.00	465.50
Water Attorney	-	-	-	1,920.00	1,920.00
Attorney General Lawsuit	-	4,190.12	2,365.50	25.50	6,581.12
Total	**257,792.51**	**658,713.43**	**1,324,161.17**	**284,823.39**	**2,525,490.50**
Credits	(3,200.00)	-	(10,000.00)	-	(13,200.00)
Grand Total	**254,592.51**	**658,713.43**	**1,314,161.17**	**284,823.39**	**2,512,290.50**

****Categories does not include $13,200 in credit received towards expenditures**


Legal Expense Breakdown by Fiscal Year
1,400,000
1,200,000
1,000,000
800,000
600,000
400,000
200,000
-
FY2021-2022
FY2022-2023
FY2023-2024
FY2024-2025
FY2025-2026
Budget
Actual


Legal Expense By Description and Fiscal Year
Attorney General Lawsuit
Water Attorney
Cove Ridge
Heathland Crossing/Toll Bros
Trilogy
McClendon-Chisholm
Rockwall County MUD
NTMWD
Employee Claim
2021 Redistricting
South Ridge Group
General Matters
25.50
2,365.50
4,190.12
1,920.00
414.50
51.00
16,051.50
58,480.00
40,905.72
729,741.22
66,401.04
20,463.77
315,745.98
195,225.80
8,845.50
51.00
52,663.52
184,601.55
105,613.40
6,555.44
5,000.00
17.00
238.07
912.00
21,907.65
161,845.57
108,219.06
274,511.18
142,527.91
-
100,000.00
200,000.00
300,000.00
400,000.00
500,000.00
600,000.00
700,000.00
800,000.00
900,000.00
FY2022 Actuals
FY2023 Actuals
FY2024 Actuals
FY2025 YTD Actual

Legal Expense Reduction Summary

The City has historically incurred high legal expenses due to multiple complex litigation and intergovernmental disputes. Legal costs peaked in FY2024 but have declined sharply in FY2025 year-to-date.

- **Peak in FY2024**: Legal costs reached a high of $1.31 million, driven by several large matters, including:
  - **Trilogy** – $729,741
  - **General Matters** – $274,511
  - **McClendon-Chisholm** – $195,226
  - **NTMWD** – $105,613
- Reduction in FY2025: Year-to-date FY2025 expenses are $207,149, representing an 84% decrease compared to FY2024 actuals.
- Trend Comparison:
  - **FY2022:** $254,593
  - **FY2023:** $658,713
  - **FY2024:** $1,314,161
  - **FY2025 YTD**: $284,823
- Key Drivers of Reduction:
  - Closure or winding down of large cases (Trilogy, McClendon-Chisholm, NTMWD).
  - Current spending is limited mainly to Heathland Crossing/Toll Bros. ($58,480 YTD) and General Matters ($127,686 YTD).
  - No new major litigation initiated in FY2025.

Overall Impact

The reduction in FY2025 legal expenses has provided significant relief to the City’s budget. Unless new litigation arises, FY2025 is on pace to be the lowest legal spend since FY2023, following the resolution of high-cost cases that peaked in FY2024.

CITY of HEATH
City Council
Agenda Brief

MEETING DATE: 10/28/2025 **AGENDA ITEM: 5.j**

Item:

Discussion and update on the Hubbard Drive Project, the Water Bridge Plan, Towne Center Park Project, and Terry Lane Rehabilitation Project. *(B. Creed)*

Background:

This item is an overview and update of the Hubbard Drive Project, including its history, phases, and next steps; a monthly report on Water Bridge Plan, including the latest developments; a project update for the Towne Center Park Project, including its milestones and schedule, and a progress update on Terry Lane.

As a quick recap of these projects, the following information is provided:

Hubbard Drive:

- Project Description and/or Limits: The project consists of reconstructing Hubbard Drive from Michael Drive to FY 740. The final design is for a two-lane concrete roadway with curb and gutter.

- Project Cost & Funding Source: The project construction cost is anticipated to be approximately $7.6M with $5.5M in funds being derived from past impact fees and developer fees, with the remainder coming from unspent bond proceeds.

- Current Status: The project is out for bid with a bid opening of October 30th, 2025. Construction is expected to begin in December 2025.

- Estimated Date of Completion: The duration of the project is expected to be one year.

Water Bridge Plan:

- Project Description and/or Limits: The Water Bridge plan consists of building a 1.5 million gallon (MG) elevated storage tank (EST) on Governors Boulevard and a 3MG ground storage tank (GST) at the City's pump station in Rockwall. The project also consists of building six potable water wells that can provide up to 1M gallons of water per day each. The first of the six wells is planned to be constructed in the Towne Center Park. Locations for wells two, three and four are planned at the

north water tower, the Governors water tower and the Heath pump station respectively. Wells five and six are planned to be located along Chris Cuny and the new DPS station respectively.

- Project Cost & Funding Source: The 1.5MG EST is anticipated to cost $14M and the 3MG GST is anticipated to cost $6.5M. The project cost for Water Well #1 is $5.5M. City Staff is working with Kimley Horn on next steps related to design of water wells 2-4. A portion of the first well ($4.5M) is anticipated to be funded from existing reserves, while the remainder of the cost of this project is planned to be funded from future debt issuances. City Staff is moving forward with planning the issuance of Certificates of Obligation to fund the primary components of the Water Bridge Plan.

- Current Status:
    - Water Well #1 has been awarded and notice to proceed has been given. The Driller is currently onsite.
    - The design scope for Wells 2 -4 is being presented to City Council for action on October 28th, 2025.
    - The design for the new 1.5 MG EST and 3 MG GST is currently underway.

- Estimated Date of Completion: As it relates to the two water storage tanks, it is anticipated that the two water tanks would be complete in April and May of 2027. Completion of the first water well is anticipated for 2027. Completion of the other five wells will be determined as those wells are designed and ultimately bid out.

Towne Center Park:

- Project Description and/or Limits: The Towne Center Park project consists of a complete reconstruction of the park, including elements such as a parking lot, splash pad, new sports courts, new playground equipment, landscaping, and field rehabilitations.

- Project Cost & Funding Source: The contract for the Towne Center Park renovation is $12.8 million. The project is funded through a portion of the 2023 certificates of obligation.

- Current Status: In January 2024, Hill and Wilkinson was awarded the Towne Center Park project as the Construction Manager at Risk (CMAR). This project is ongoing currently.

- Estimated Date of Completion: Completion of the Towne Center Park project is currently expected in March 2026.

Terry Lane Rehabilitation:

- Currently funded through an ILA with Rockwall County for $2M reimbursed upon invoice.
- Staff is coordinating with the County Commissioner and County Engineer on the scope of the project.
- Additionally, City Staff is coordinating with the County to add a trail portion to the project.

A detailed presentation will be provided at the meeting.

Financial Impact:

None.

Legal Impact:

None.

Staff Recommendation:

City Staff recommends that City Council receive the update on Hubbard Drive, the Water Bridge Plan, the Towne Center Park, and Terry Land and provide direction to City Staff as appropriate.

CITY of HEATH
City Council
Agenda Brief

MEETING DATE: 10/28/2025 **AGENDA ITEM: 5.k**

Item:

Discussion and action regarding an Ordinance providing for the addition of an exemption from the applicability of the City's Tree Preservation Ordinance for the North Texas Municipal Water District (NTMWD). *(City Attorney)*

Background:

Sections 158.35-158.48 of the City of Heath's Code of Ordinances governs tree preservation with the City. The proposed ordinance amending the City's Code of Ordinances pertaining to tree preservation has been prepared by the City Attorney's office and has been agreed to the by the NTMWD.

Financial Impact:

None.

Legal Impact:

None.

Staff Recommendation:

City Staff recommends that the City Council adopt the proposed ordinance as presented.

Attachments:
Ord 251014 NTMWD Exemption- Tree Ordinance.docx

CITY OF HEATH, TEXAS
ORDINANCE NO. 251014XX

AN ORDINANCE OF THE CITY OF HEATH, TEXAS, AMENDING TITLE XV, "LAND USAGE," CHAPTER 158, "SUBDIVISIONS," SECTION 158.33, "EXEMPTIONS AND EXCEPTIONS," IN THE CODE OF ORDINANCES BY ADDING AN EXEMPTION FROM THE APPLICABILITY OF THE CITY'S TREE PRESERVATION ORDINANCE FOR THE NORTH TEXAS MUNICIPAL WATER DISTRICT; PROVIDING REPEALING, SAVINGS AND SEVERABILITY CLAUSES; PROVIDING FOR PUBLICATION AND AN EFFECTIVE DATE; AND FINDING AND DETERMINING THE MEETING AT WHICH THIS ORDINANCE IS ADOPTED WAS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

WHEREAS, the City of Heath (hereinafter referred to as "City") is a Home Rule Municipality, acting under its Charter adopted by the electorate pursuant to Article XI, Section 5 of the Texas Constitution and Chapter 9 of the Texas Local Government Code; and

WHEREAS, the City has adopted as part of its Code of Ordinances provisions governing tree preservation in the City, which ordinances are codified at §§ 158.35 through 158.48 of the City's Code of Ordinances; and

WHEREAS, the City wishes to clarify that the exemptions contained in § 158.44 of its tree preservation ordinances to include the North Texas Municipal Water District.

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

Section 1. Findings. The above and foregoing findings are true and correct and are incorporated herein and made a part hereof for all purposes.

Section 2. Amendment to Section 158.44. That the Code of Ordinances, City of Heath, Texas, is hereby amended by adding subpart (A)(5) to § 158.44 of the City's Code of Ordinances as follows:

§ 158.44 EXEMPTIONS AND EXCEPTIONS

(A) *Exemptions*. This subchapter does not apply to:

* * *

(5) *North Texas Municipal Water District*. All property owned by the North Texas Municipal Water District, including easements, for the purpose of fulfilling the District's duties.

Section 3. Savings/Repealing Clause. All provisions of any ordinance in conflict with this Ordinance are hereby repealed to the extent they are in conflict; but such repeal shall not abate any pending prosecution for violation of the repealed Ordinance, nor shall the repeal prevent a prosecution from being commenced for any violation if occurring prior to the repeal of the Ordinance. Any remaining portions of said ordinances shall remain in full force and effect.

Section 4. Severability. Should any section, subsection, sentence, clause, or phrase of this Ordinance be declared unconstitutional or invalid by a court of competent jurisdiction, it is expressly provided that any and all remaining portions of this Ordinance shall remain in full force and effect. Heath hereby declares that it would have passed this Ordinance, and each section, subsection, sentence, clause or phrase thereof irrespective of the fact that any one or more sections, subsections, sentences, clauses and phrases be declared unconstitutional or invalid.

Section 5. Effective Date; Publication. This Ordinance shall take effect immediately from and after its passage and its publication if the law and Charter of the City in such cases provides.

Section 6. Open Meetings. It is hereby found and determined that the meeting at which this Ordinance was passed was open to the public as required by law and that public notice of the time, place, and purpose of said meeting was given, all as required by Article 551.041, Texas Government Code.

PASSED AND APPROVED by the City Council of the City of Heath, Texas, on this the __th day of August 2025.

CITY OF HEATH, TEXAS:

_____
Jeremiah McClure, Mayor

ATTEST:

_____
Norma Duncan, City Secretary

APPROVED AS TO FORM:

_____
Marie Johnson, Assistant City Attorney

CITY of HEATH
City Council
Agenda Brief

MEETING DATE: 10/28/2025 **AGENDA ITEM: 8.a**

Item:

Discussion and action regarding appointments to the Parks And Trails of Heath (PATH) Fundraising Committee and recommendations to City Council for approval. *(S. Brooke)*

Background:

The Park Board approved the establishment of the Parks And Trails of Heath (PATH) Fundraising Committee and sent to City Council for final approval at its August 4, 2025, meeting. City Council approved the PATH Committee establishment at its August 14, 2025, meeting.

There is no maximum on the number of members on the committee, but all must be Heath residents. The Park Board and City Council will appoint new members to serve two-year staggered terms. Members will include one Park Board member who is not the Chairman of the Park Board and City Manager or his appointee serving as Ex-Officios.

The core responsibility of every PATH member will be to raise funds. Each member will be expected to actively engage donors, businesses and neighbors to secure resources for PATH projects.

Application recruitment efforts by the Park Board, PATH Chair and City Council were supported by a new PATH landing page on the City website, social media content and a video short by Chairman Justin Holland.

Applications received were reviewed by the Park Board at the October 20, 2025 meeting. The Park Board approved recommending to the City Council that the following Heath citizens be appointed to the PATH Fundraising Committee:

1. Jose Carrillo
2. Jordan Haverly
3. Brady Hill
4. Dr. Michael Hites
5. Angela Meinecke
6. Leia Montgomery
7. Eileen O'Mara

8. Sarai
9. Brandie Scales
10. Spencer Suggs

Financial Impact:

None.

Legal Impact:

None.

Attachments:
Res_250812B_PATH.pdf

CITY OF HEATH, TEXAS
RESOLUTION NO. 250812B

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HEATH, TEXAS, CREATING A PARKS AND TRAILS OF HEATH (PATH) FUNDRAISING COMMITTEE; DISCLAIMING THAT THIS COMMITTEE POSSESSES ANY POWERS OF SOLICITING DONATIONS FOR PARKS, TRAILS, AND CITY BEAUTIFICATION PROJECTS; PROVIDING CUMULATIVE, SEVERABILITY AND SAVINGS CLAUSES; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Heath, Texas ("City"), recognizes the substantial benefits of parks, trails, and beautiful civic properties and the community's desire to donate funds to this cause serving the City and its residents; and

WHEREAS, the City Council of the City of Heath, Texas (the "City Council") has determined it is appropriate to establish a Parks and Trails of Heath Fundraising Committee (PATH Fundraising Committee) to solicit donations and to make recommendations to the Park Board regarding accepting and utilizing donations to improve and beautify parks, trails, and civic properties; and

WHEREAS, it benefits the community in the near or distant future to ensure the donated funds are spent on park improvements, trail improvements, and civic property beautification projects in line with community interests; and

WHEREAS, financial accountability and transparency are priorities of the City Council; and

WHEREAS, the PATH Fundraising Committee is being established as an advisory body only with no final decision-making authority. The PATH Fundraising Committee may communicate general comments and make recommendations to the Park Board about solicited donations, specific expectations for the utilization of those funds, and how these donations and related expenditures of public funds positively impact residents of the City of Heath; and

WHEREAS, the Park Board may discuss and consider the comments and recommendations of the PATH Fundraising Committee; and

WHEREAS, the Park Board is an advisory board to the City Council and may recommend to the City Council how donations solicited by the PATH Fundraising Committee should be utilized for parks, trails, and beautification projects. The City Council shall make a final decision on the acceptance and use of donations.

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

SECTION 1. The findings set forth above are incorporated into the body of this Resolution as if fully set forth herein and found to be true.

SECTION 2. After due deliberation and consideration, the City Council has concluded that the adoption of this Resolution is in the best interests of the City and of the public health, safety, and welfare.

SECTION 3. The City resolves and hereby creates a PATH Fundraising Committee to be governed by the following parameters:

A. Creation, Purpose, and Authority

a. A PATH Fundraising Committee is created for the City of Heath.
b. The Committee's purpose is to solicit donations to improve the community's parks and trails and/or to beautify civic properties.
c. The Committee is an advisory-only body with no final decision-making authority.
d. The Committee shall advise the Park Board on the acceptance and specific expectations for the utilization of donations.
e. The Park Board may recommend to the City Council how donations solicited by the Committee are accepted and utilized. The City Council shall make the final decision on how all PATH Fundraising Committee donations are used.
f. Decisions of the committee can be made by the vote of a simple majority. A vote may be called by the Chairperson.
g. The Committee and/or individual committee members shall not accept donations nor make final decisions on the acceptance or use of donations. All donations shall be delivered by the donor directly to the City of Heath's Finance Department to ensure receipt, timely deposit of funds, proper city records and documentation, and so that the City may provide the donor with necessary tax documentation.
h. The Committee shall have no authority to spend City funds or to order any work done on its own. Donors shall submit donations to the City of Heath Finance Department.

B. Composition, Appointment, and Terms of Members

a. There is no limit to the number of Committee members appointed who agree to actively support the fund-raising goals of PATH.
b. Members may be suggested and appointed by the Park Board and City Council for two-year staggered terms.
c. All members of the Committee shall be residents of the City of Heath.
d. A new PATH committee will be appointed in August 2025.
e. One (1) Committee member shall be a member of the Park Board who is not the Parks Board Chairperson.

f. The City Manager or their designee and the Park Board Chairperson shall serve as ex officio members of the Committee. Ex officio members shall not be voting members of the Committee.
g. The Committee shall appoint a member to serve as Chairperson.
h. The Committee shall appoint a Secretary from its members, or the City Manager or their designee may assign a city staff member to serve as Secretary to the committee.

C. Meetings and Record Keeping

a. Meetings of the Committee shall be set by the Chairperson, any two members, or upon the request of the City Manager or their designee of his own volition or at the direction of the Park Board or the City Council.
b. The Committee Secretary should take notes during meetings. The notes should be used to summarize the meeting and inform the Committee's comments and recommendations for the Park Board.

D. Duties of the Committee

a. The Committee shall solicit donations to improve the community's parks and trails and/or to beautify civic property.
b. The Committee shall confer with and make recommendations to the Park Board regarding the acceptance and use of donations.

E. Recommended Use of Donations and Duties of the City Staff to Support the Committee

a. Donations should be used for projects that supplement the City of Heath's Parks and Trails Capital Improvement Program and projects that implement the Comprehensive Plan or the Parks, Recreation, and Trails Master Plan and are not funded by the City.
b. The City Manager shall designate staff to provide operational and technical support to the Committee.
c. City staff shall help identify parks, trails, and civic property beautification projects that supplement the City of Heath's Park and Trails Capital Improvement Program and projects that implement the Comprehensive Plan or the Parks, Recreation, and Trails Master Plan and are not funded by the City. These projects shall be compiled by the staff in a PATH Fundraising Committee Targeted Project List.
d. The staff should update the Targeted Project List as needed to remove funded projects and include newly identified unfunded projects.
e. If a donor wishes to donate for a project that is not on the Targeted Project List, the project may be added to the list following a recommendation by the Committee and a recommendation by the Park Board.

SECTION 4. This Resolution shall be cumulative of all provisions of resolutions of the City, except where the provisions of this Resolution are in direct conflict with the provisions of such resolutions, in which event the conflicting provisions of such resolutions are hereby repealed.

SECTION 5. It is hereby declared to be the intention of the City Council that the phrases, clauses, sentences, paragraphs, and sections of this Resolution are severable, and if any phrase, clause sentence, paragraph or section of this Resolution shall be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Resolution, since the same would have been enacted by the City Council without the incorporation in this Resolution of any such unconstitutional phrase, clause, sentence, paragraph or section.

SECTION 6. Heath's Code of Ordinances shall remain in full force and effect and is not in any way altered, amended, superseded, or changed by this Resolution.

SECTION 7. It is hereby officially found and determined that the meeting at which this Resolution was passed was open to the public as required by law, and that public notice of the time, place, and purpose of said meeting was given, all as required by Section 551.041, Texas Government Code.

SECTION 8. This Resolution shall be in full force and effect from and after its passage.

PASSED AND APPROVED BY the City Council of the City of Heath, Texas, on this the 12 day of August 2025.

APPROVED:

Jeremiah McClure, Mayor

ATTEST:

Norma Duncan, City Secretary

CITY OF HEATH 19 59 STATE OF TEXAS

APPROVED AS TO FORM

Marie Johnson, City Attorney