City Council

NOTICE OF MEETING

REGULAR SESSION AGENDA
City Council
6:00 PM – Tuesday, October 27, 2026
Weatherford City Hall, City Council Chambers
303 Palo Pinto Street, Weatherford, TX

Paul Paschall, Mayor
Zack Smith, Place 2, Mayor Pro Tem
Rod White, Place 1
Matt Ticzkus, Place 3
Luke Williams, Place 4
James Hotopp, City Manager
Chad Marbut, Assistant City Manager
Dawn Brooks, Assistant City Manager
Rob Allibon, TOASE, City Attorney
Andrea McDonald, City Secretary

In accordance with Chapter 551 of the Texas Government Code, this agenda has been posted on the official bulletin board at Weatherford City Hall and posted on the City website at http://www.weatherfordtx.gov within the required time frame. The Agenda Packet has also been posted on the City of Weatherford website at www.weatherfordtx.gov/agendas. All meetings of the Weatherford City Council, Municipal Utility Board, and other boards/commissions/committees of the City of Weatherford are open to the public. Public participation and written comments are invited on all open session business items.

The Mayor/Chair requests that all electronic devices be silenced and phone conversations taken outside the Council Chambers. Weatherford City Hall is wheelchair accessible and special parking is available on the south side of the building. If special accommodations are required, please contact the City Secretary at 817-598-4202 a minimum of 24 hours in advance.

The City Council, Municipal Utility Board, and other boards/commissions/committees of the City of Weatherford, as allowed, reserve the right to enter into Executive Session at any time during the course of this meeting to seek legal advice from the City Attorney on any posted agenda item as authorized by Texas Government Code, Section 551.071. Unless a Work Session Agenda, or otherwise indicated, action may be taken on any of the following agenda items.

1. INVOCATION

2. CALL TO ORDER & ANNOUNCEMENT OF A QUORUM

3. PLEDGES OF ALLEGIANCE TO THE UNITED STATES & TEXAS FLAGS

4. ITEMS OF COMMUNITY INTEREST

Pursuant to Texas Government Code Section 551.0415, the City Council may report on the following items: (1) expression of thanks, congratulations or condolences; (2) information about holiday schedules; (3) recognition of individuals; (4) reminders about upcoming City Council events; (5) information about community events; and (6) announcements involving imminent threat to public health and safety.

5. APPROVAL OF THE MINUTES

5.a. Consider approval of the minutes of the City Council meeting held October 13, 2026.

(Andrea McDonald, City Secretary)
10.13.26 CC Minutes

6. CONSENT AGENDA ITEMS

All Consent Agenda items are considered routine and self-explanatory and will be enacted with one motion. There will be no separate consideration of these items unless the Council or Board removes an item from the Consent Agenda for individual consideration.

6.a. Consider acceptance of the FY26 4th Quarter Investment Report for quarter and fiscal year ending September 30, 2026.
(Dawn Brooks, Assistant City Manager/CFO)
Suggested Action: Staff recommends acceptance of the report.
FY26 Q4 Investment Report

6.b. Consider authorizing the City Manager to purchase hardware, software, and services from SHI Government Solutions using applicable cooperative agreements and state bid contracts in an amount not to exceed $424,000 for FY27.
(Kiason Turner, IT Director)
Suggested Action: Staff recommends approval.

6.c. Consider authorizing the City Manager to execute a change order with DRI Construction for the Service Center Restroom and Crew Facilities Renovation Project, via The Interlocal Purchasing System (TIPS) Contract Number 23010402, in the amount of $11,846.12.
(Jaycob Kirkpatrick, Director of Parks, Recreation and Special Events)
Suggested Action: Staff recommends approving the change order in the amount of $11,846.12.
DRI - Service Center Shower quote

6.d. Consider a request for final plat approval for North Weatherford Business Park Addition, being 1 lot on approximately 9.434 acres of land being located at 1726 North Main, City of Weatherford, Parker County, Texas. SBD-26-0004.
(Scott McDonald, Director of Development Services)
Suggested Action: Staff recommends approval of the final plat subject to all requirements of the subdivision ordinance.
Presentation
Final Plat

6.e. Consider a request for final plat approval for Hook'em Subdivision, being 1 residential lot on approximately 0.336 acres of land being generally located along the Northwest corner of East Simmons and Bois D Arc Street, City of Weatherford, Parker County, Texas. SBD-26-0007.
(Scott McDonald, Director of Development Services)
Suggested Action: Staff recommends approval of the final plat subject to all requirements of the subdivision ordinance.
Final Plat
Presentation

6.f. Consider authorizing the City Manager to approve expenditures with Motorola Solutions for public safety radio system maintenance and software upgrades, WatchGuard camera systems, radio repairs, and equipment and accessories during FY27, in an aggregate amount not to exceed $400,314.
(Michael Baldwin, Emergency Management Coordinator and Division Chief)
Suggested Action: Staff recommends approval.
Maintenance Agreement

6.g. Consider approval of an agreement between the City of Weatherford and the Weatherford Mountain

Bike Club for a new five-year term.
(Jaycob Kirkpatrick, Director Parks, Recreation and Special Events)
Suggested Action: Staff recommends approval.
2026 Weatherford Mountain Bike Club Agreement
Quanah Hill Trail Map-Exhibit A

6.h. Consider authorizing the purchase of furniture for the Development Services and Parks Administrative Office Building, from Wilson Bauhaus Interiors, LLC. under the Omnia Cooperative Purchasing Program, in the amount of $277,655.91.
(Jaycob Kirkpatrick, Director of Parks, Recreation, Special Events and Facilities)
Suggested Action: Staff recommends approval.
Wilson Bauhaus_DS-Parks Admin Office Furniture quote

6.i. Consider authorizing the City Manager to execute a License Agreement for the use of a portion of the public sidewalk at 114 Austin Avenue.
(Chad Marbut, Assistant City Manager)
Suggested Action: Staff recommends approval.
Sidewalk License Agreement_114 Austin Avenue

7. REGULAR AGENDA ITEMS

7.a. Hold a PUBLIC HEARING and consider adoption of ordinance O2026-36 regarding a request for a Conditional Use Permit for Fueling Station use on an approximate 7.341-acre tract located at 1802 Old Brock Road, City of Weatherford, Parker County, Texas. CUP-26-0007.
(Scott McDonald, Director of Development Services)
Suggested Action: Staff recommends approval of ordinance O2026-36.
Presentation
O2026-36

7.b. Hold a PUBLIC HEARING and consider adoption of Ordinance O2026-37, regarding a voluntary annexation of a 48-acre tract of land owned by Westoplex Development Group LLC., into the City of Weatherford, Texas. ANX-26-0002.
(Scott McDonald, Director of Development Services)
Suggested Action: Staff recommends approval of the annexation request.
Presentation
Map
O2026-37

7.c. Hold a PUBLIC HEARING and authorize the City Manager to execute a Development Agreement for Heritage Park Estates and consider adoption of Ordinance O2026-38 concerning a request for a Zoning Map Amendment from (AG) Agriculture to (SF 7.5) Single Family 7.5 with a (P) Planned Unit Development Overlay on an approximate 48-acre tract being located at the northeast corner of Causbie Road and Old Airport Road, City of Weatherford, Parker County, Texas. ZCH-26-0014.
(Scott McDonald, Director of Development Services)
Suggested Action: Staff recommends approval of the Zoning Map Amendment.
Presentation
Development Agreement
O2026-38

7.d. Consider rescheduling the February 23, 2027, City Council meeting to accommodate Parker County Day in Austin, February 23-24, 2027.
(James Hotopp, City Manager)
Suggested Action: Staff recommends moving the February 23, 2027 regular meeting to Monday,

February 22, 2027.

8. FUTURE AGENDA ITEMS

9. CITIZEN COMMENTS ON NON-AGENDA ITEMS

Residents may address the Council/Board/Commission/Committee regarding an item that is not listed on the agenda. Residents must complete a speaker card and turn it in to the Secretary five (5) minutes before the start of the meeting. The Rules of Procedure state that comments are to be limited to three (3) minutes. Speaker rules are posted at the back of the Council Chambers. The Texas Open Meetings Act provides the following: (a) If, at a meeting of a governmental body, a member of the public or of the governmental body inquires about a subject for which notice has not been given as required by this subchapter, the notice provisions of this subchapter do not apply to: (1) A statement of specific factual information given in response to the inquiry; or (2) A recitation of existing policy in response to the inquiry. (b) Any deliberation of or decision about the subject of the inquiry shall be limited to a proposal to place the subject on the agenda for a subsequent meeting.

10. ADJOURNMENT

CERTIFICATION

I certify that this Notice of Meeting was posted on _____ at _____ a.m. / p.m. as required by law in accordance with Chapter 551 of the Texas Local Government Code.

Posted By _____ *Title* _____

Date/Time Removed _____

MINUTES OF THE CITY COUNCIL MEETING HELD OCTOBER 13, 2026, IN THE CITY HALL COUNCIL CHAMBERS, 303 PALO PINTO STREET, WEATHERFORD, TEXAS.

1) INVOCATION

Pastor Neill Rowe with Waterhouse Church led the invocation.

2) CALL TO ORDER & ANNOUNCEMENT OF A QUORUM

Mayor Paul Paschall called the meeting to order at 6:01 p.m. and announced a quorum. The following City Council Members were present: Mayor Paul Paschall, Mayor Pro Tem Zack Smith, Rod White, Matt Ticzkus, and Luke Williams. The following City staff were present: Assistant City Manager Chad Marbut, Assistant City Manager Dawn Brooks, City Attorney Rob Allibon, and City Secretary Andrea McDonald.

3) PLEDGES OF ALLEGIANCE TO THE UNITED STATES & TEXAS FLAGS

Council Member Matt Ticzkus led the pledges of allegiance to the United States and Texas Flags.

4) ITEMS OF COMMUNITY INTEREST

Director of Communications and Marketing Erin Spicer announced the following community events and activities:

- National Night Out on October 6 was a success.
- Monster Bash on October 10 was also a success.
- Improvements to the beach at Lake Weatherford have begun; the beach will remain closed for the season, with construction expected to be completed in March 2027.
- TxDOT will host a public meeting on October 15 from 6 p.m. to 8 p.m. at the Weatherford High School Ninth Grade Center to discuss plans to connect the existing I-20 frontage roads between Dennis Road and Old Dennis Road/Bowie Drive.
- The Parker County Senior Connections Expo is scheduled for October 16 from 9 a.m. to 1 p.m. at Northside Baptist Church.
- Jack-O-Lantern Nights will return October 22–24 from 7 p.m. to 10 p.m. at Chandor Gardens.
- The Real Estate Council of Greater Fort Worth will host What's Up in Weatherford on October 27 from 11:30 a.m. to 1 p.m. at Parker County Brewing Co.
- A Vaccination and Microchip Clinic is scheduled for October 15 from 9 a.m. to 11 a.m. at the Weatherford Animal Shelter.
- Movies in the Park: Casper will be held October 16 at 7 p.m. at Heritage Park.
- Twilight Trivia Night is set for October 22 beginning at 6:30 p.m. at Antebellum Ale House.
- Trunk or Treat at the Animal Shelter will be held October 24 from noon to 3 p.m.
- Complete event details and listings are available at ExperienceWeatherford.com.

5) PRESENTATIONS & PROCLAMATIONS

5.a) Proclamation in Recognition of Virginia Cotten Scott.

The City Council, led by Mayor Pro Tem Zack Smith, presented a proclamation honoring the legacy of Virginia Cotten Scott.

5.b) Proclamation declaring October 2026 as Domestic Violence Awareness Month in the City of Weatherford.

The City Council, led by Council Member Rod White, presented a proclamation declaring October 2026 as Domestic Violence Awareness Month in Weatherford.

6) APPROVAL OF THE MINUTES

6.a) Consider approval of the minutes of the City Council meeting held September 22, 2026.

On the motion of Zack Smith, second by Luke Williams, the City Council voted 5 – 0 to approve the minutes of the City Council meeting held September 22, 2026, as written.

7) CONSENT AGENDA ITEMS

On the motion of Luke Williams, second by Zack Smith, the City Council voted 5 – 0 to approve the following Consent Agenda items:

7.a) Authorized the City Manager to execute the FY27 Tarrant County Regional Auto Crimes Task Force Interlocal Assistance Agreement with Tarrant County.

7.b) Authorized the City Manager to renew support contracts with Tyler Technologies for municipal software systems, services, and related licenses in an amount not to exceed $267,000.

7.c) Awarded Bid #2026-019 for Annual Aggregate and Materials for Road Improvements to Reynolds Asphalt and Construction Company and Texas Materials Group, Inc. in an amount not to exceed $700,000.

7.d) Approved the third and final renewal of Bid Number 2023-015, Miscellaneous Concrete Improvements, with Garcia Welding for Fiscal Year 2027 in an amount not to exceed $600,000.

7.e) Authorized the City Manager to execute a construction contract with McDonald Municipal & Industrial for the Fire Station 3 Emergency Stand-by Power Generator project in the amount not to exceed $230,081.

7.f) Authorized the City Manager to execute a Services Agreement with Siddons Martin Emergency Group, LLC for Weatherford Fire Rescue vehicle maintenance and repair services for FY27, in a total expenditure amount not to exceed $115,000.

7.g) Approved the combined purchases of Fire Department and Police Department personnel uniforms and related uniform equipment from M-Pak, Inc., in an amount not to exceed $130,000 through Texas Buy Board Contract Numbers 773-25 and 798-26.

8) REGULAR AGENDA ITEMS

8.a) Discuss and consider the Official Ballot for the Texas Municipal League Board of Directors Region 8 Director Election.

On the motion of Zack Smith, second by Rod White, the City Council voted 5 – 0 to cast Weatherford's vote for Mike Browning for Texas Municipal League Board of Directors Region 8 Director.

8.b) Hold a PUBLIC HEARING and consider adoption of Ordinance O2026-32, regarding a voluntary annexation of a 9.434-acre tract of land owned by Pat and John's Adventures and Investments Dedicated to St Joseph LLC., into the City of Weatherford, Texas. ANX-25-0003.

Development Services Director Scott McDonald presented a voluntary annexation request for the property located at 1726 N. Main Street and reviewed the item's background, noting that the property had been inspected and brought into compliance.

Mayor Paul Paschall opened the Public Hearing at 6:18
With no comments received, Mayor Paschall closed the Public Hearing at 6:18 p.m.

On the motion of Zack Smith, second by Rod White, the City Council voted 5 - 0 to adopt Ordinance O2026-32, approving the voluntary annexation request as presented. The ordinance is captioned as follows:

ORDINANCE O2026-32

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WEATHERFORD, TEXAS, ANNEXING AN APPROXIMATE 9.434 ACRE TRACT OF LAND OWNED BY PAT AND JOHN'S ADVENTURES AND INVESTMENTS DEDICATED TO ST JOSEPH LLC, INTO THE CITY OF WEATHERFORD, TEXAS, FOR ALL MUNICIPAL PURPOSES; APPROVING THE AGREEMENT REGARDING SERVICES AFTER ANNEXATION FOR SUCH TERRITORY; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

8.c) Hold a PUBLIC HEARING and consider adoption of Ordinance O2026-31 concerning a request for a General Plan and Zoning Map Amendment from (AG) Agriculture to (C1) General Commercial on an approximate 9.434-acre tract being located at 1726 North Main, City of Weatherford, Parker County, Texas. ZCH-26-0012.

Development Services Director Scott McDonald presented a request for a General Plan and Zoning Map Amendment at 1726 N. Main Street.

Mayor Paul Paschall opened the Public Hearing at 6:20 p.m.
With no comments received, Mayor Paschall closed the Public Hearing at 6:20 p.m.

On the motion of Zack Smith, second by Matt Ticzkus, the City Council voted 5 – 0 to adopt Ordinance O2026-31, approving the General Plan and Zoning Map Amendment as presented. The ordinance is captioned as follows:

ORDINANCE O2026-31

AN ORDINANCE AMENDING THE GENERAL PLAN AND ZONING DISTRICT BOUNDARIES OF THE ZONING DISTRICT MAP OF THE CITY OF WEATHERFORD, TEXAS, CONCERNING CERTAIN PARCELS OR TRACTS OF LAND GENERALLY LOCATED AT 1726 NORTH MAIN STREET BEING IDENTIFIED AS 9.434 ACRES OF LAND WITHIN THE CORPORATE LIMITS OF THE CITY OF WEATHERFORD, TEXAS; HERETOFORE ZONED (AG) AGRICULTURE SHALL HENCEFORTH BE ZONED (C1) GENERAL COMMERCIAL; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY FOR VIOLATIONS HEREOF; PROVIDING A SAVINGS CLAUSE;

PROVIDING FOR PUBLICATION IN THE OFFICIAL NEWSPAPER; AND PROVIDING AN EFFECTIVE DATE.

8.d) Discuss and Take Action on a Resolution Directing Publication of Notice of Intention to Issue Up to $3,000,000 In Tax and Utility System Surplus Revenue Certificates of Obligation, Taxable Series 2027, to Provide Funds For Utility System Improvements; And Resolving Other Matters Relating To The Subject.

Water Utilities Director Rick Shaffer provided an overview of the EPA's goal for water providers to replace all lead service lines and certain galvanized service lines by December 2037. He reviewed responsibility for lead service line replacement and funding programs available through the Texas Water Development Board (TWDB). Mr. Shaffer added that the City's funding request had been reduced from approximately $15 million to about $6 million, with the City proposing to issue up to $3 million in Certificates of Obligation.

Assistant City Manager Dawn Brooks reviewed the structure of Certificates of Obligation, noting that they would be purchased directly from the TWDB at below-market interest rates. She reviewed the funding schedule and explained that authorization was being sought to publish the Notice of Intention, with publication scheduled for October 17 and 24.

On the motion of Luke Williams, second by Rod White, the City Council voted 5 – 0 adopt Resolution R2026-21, authorizing the publication of a Notice of Intention to issue up to $3,000,000 in Tax and Utility System Surplus Revenue Certificates of Obligation, Taxable Series 2027, to provide funds for utility system improvements.

8.e) Consider approval of the purchase of Self-Contained Breathing Apparatus (SCBA) and related equipment, and combined purchases of firefighting tools and equipment, personal protective equipment (PPE), and PPE maintenance and repair services from Casco Industries, Inc., in an amount not to exceed $745,497.53.

Fire Chief Jonathan Peacock provided an overview of the FY27-approved SCBA replacement project, noting that the equipment provides critical respiratory protection for firefighters operating in immediately dangerous to life or health (IDLH) environments. He added that Casco Industries, Inc. is the sole-source vendor for MSA SCBA equipment in Texas.

On the motion of Matt Ticzkus, second by Luke Williams, the City Council voted 5 – 0 to approve the purchase of Self-Contained Breathing Apparatus (SCBA) and related equipment, and combined purchases of firefighting tools and equipment, personal protective equipment (PPE), and PPE maintenance and repair services from Casco Industries, Inc., as presented, in an amount not to exceed $745,497.53.

8.f) Hold a PUBLIC HEARING and consider recommendations to the 2026 Impact Fee Study Update, and consider adoption of Ordinance O2026-39, amending water, wastewater, and roadway impact fees.

Public Works Director Matt Leppla provided an impact fee overview, noting that municipalities are required by law to update their impact fees every five years and that the fees being proposed for residential and commercial development are lower overall than the current fees. Dylan Swoboda of Kimley-Horn reviewed the 2026 Impact Fee Study.

Mayor Paul Paschall opened the Public Hearing at 6:40 p.m.

With no comments received, Mayor Paschall closed the Public Hearing at 6:41 p.m.

On the motion of Luke Williams, second by Matt Ticzkus, the City Council voted 5 – 0 to adopt Ordinance O2026-39, approving the updates to the water, wastewater, and roadway impact fees, as presented. The ordinance is captioned as follows:

ORDINANCE O2026-39

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WEATHERFORD, TEXAS, AMENDING ORDINANCE NO. O2022-21 AND 02025-49 "WEATHERFORD ROADWAY IMPACT FEE REGULATIONS" BY AMENDING EXHIBIT B, SCHEDULE 1 "MAXIMUM ASSESSABLE ROADWAY IMPACT FEE PER SERVICE UNIT" AND EXHIBIT B, SCHEDULE 2, "ROADWAY IMPACT FEE COLLECTION RATE PER SERVICE UNIT"; AND AMENDING TITLE IX – PUBLIC WAYS AND PROPERTY, CHAPTER 8. -UTILITY RATES, SEC. 9-8-7. - IMPACT FEES, OF THE OFFICIAL CITY CODE OF THE CITY OF WEATHERFORD, BY AMENDING SUBSECTION (a) WATER AND WASTEWATER IMPACT FEE RATES; PROVIDING THAT ALL ORDINANCES IN CONFLICT HEREWITH ARE HEREBY REPEALED TO THE EXTENT THAT THEY ARE IN CONFLICT; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

8.g) Consider authorizing the City Manager to enter into an Interlocal Agreement between the City of Weatherford and Parker County for the operation, management, and maintenance of downtown properties.

Assistant City Manager Chad Marbut provided a brief overview of the proposed Interlocal Agreement between the City and Parker County, noting that it included a Right of First Refusal Agreement.

On the motion of Zack Smith, second by Luke Williams, the City Council voted 5 – 0 to authorize the City Manager to enter into the Interlocal Agreement with Parker County as presented.

9) FUTURE AGENDA ITEMS

Mayor Pro Tem Zack Smith requested that the single-family homes presentation provided at this year's City Council Retreat be presented at a future meeting with updated numbers and information on price points.

10) EXECUTIVE SESSION ITEMS

10.a) Sec. 551.087. Deliberation Regarding Economic Development Negotiations: to discuss or deliberate regarding commercial or financial information that the governmental body has received from a business prospect that the governmental body seeks to have locate, stay, or expand in or near the territory of the governmental body and with which the governmental body is conducting economic development negotiations; or to deliberate the offer of a financial or other incentive to a business prospect: Project Apex.

Mayor Paul Paschall recessed the City Council meeting at 6:45 p.m. to convene in Executive Session in accordance with state law to discuss Item 10.a.

At 7:38 p.m., Mayor Paschall reconvened the meeting in Open Session.

11) ACTION ON EXECUTIVE SESSION ITEMS

No action was taken.

12) CITIZEN COMMENTS ON NON-AGENDA ITEMS

There were no citizen comments on non-agenda items.

13) ADJOURNMENT

Mayor Paul Paschall adjourned the meeting at 7:38 p.m.

_____

Paul Paschall, Mayor

ATTEST:

_____

Andrea McDonald, City Secretary

Weatherford City Council

AGENDA REPORT

Meeting Date:	October 27, 2026	**Staff Contact:**	Dawn Brooks, Assistant City Manager/CFO
Item Number:	2026-1104-AR	**Phone:**	817-598-4130

SUBJECT: Consider acceptance of the FY26 4th Quarter Investment Report for quarter and fiscal year ending September 30, 2026.

BACKGROUND/DISCUSSION

As required by the Public Funds Investment Act, a quarterly investment report must be accepted by the governing body. This report provides a brief overview of the compliance and performance of the City's cash and investments. Chapter 2256 of the Texas Government Code outlines the primary investment objectives for public funds: safety, liquidity, diversification, and yield, in that order. Despite yield being the fourth priority, we aim to maximize it while ensuring safety and liquidity. We competitively bid our investments and maintain internal controls to safeguard our assets.

Our cash balances totaled $224,552,746 for all funds, compared to $214,072,335 at this time last year, representing an increase of $10.5 million. This increase is primarily due to fiscal year operations, with revenues exceeding projections and expenditures coming in under budget. Additionally, the City is holding impact investments, such as land purchases, amounting to $42,755,262.

The City's investment income for the fourth quarter was $2,054,743, compared to $1,938,282 in the same period las fiscal year and $2,000,081 two years ago. This brings total fiscal year earnings to $8,945,623.

Our portfolio's overall yield was 3.876%, underperforming the one-year US Treasury Bill benchmark of 4.54%. The benchmark yield increased by 0.73% during the quarter. Our Weighted Average Maturity (WAM) decreased from 286 days to 263 days this quarter; with no purchases, maturities, or calls during the quarter, the decrease reflects existing securities moving closer to maturity.

We follow a buy-and-hold investment strategy, focusing more on the reinvestment rate at maturity than current market rates. We ladder maturities based on cash flow needs, maintaining a simple approach that balances liquidity and yield. The Finance Department constantly monitors our cash flow requirements to ensure we can meet the City's goals and obligations while seeking better yields in the market.

This report complies with the investment policy adopted by the Council on August 25, 2026.

FINANCIAL IMPACT

The City earned $2,054,743 across all funds in the fourth quarter of the fiscal year, resulting in investment income earnings for the fiscal year of $8,945,623.

SUGGESTED ACTION

Staff recommends acceptance of the report.

ATTACHMENTS

- FY26 Q4 Investment Report

City of Weatherford Investment Report

FY26 - Fiscal Year Ending September 30, 2026

Summary of Investment Policy

- Adopted by City Council Resolution No. R2026-16 on August 25, 2026
- Objectives: Safety, Liquidity, Diversification & Yield
- Benchmark: 12-month U.S. Treasury Bill
- Weighted Average Maturity (WAM): maximum of 18 months
- Maximum maturity: 5 years
- Diversification parameters:

Market Sector	Maximum % of Portfolio
US Treasuries and Agencies	80%
Depository CD	90%
Brokered CD	35%
Commercial Paper	20%

Portfolio Summary

Investment Type	Market Value @ 9/30/2026	Market Value @ 6/30/2026	Change	% of Portfolio
Bank Deposits	$ 16,372,122	$ 9,296,033	$ 7,076,089	7.29%
TexPool Investment Pool	5,046,796	5,000,092	46,703	2.25%
TexSTAR Investment Pool	56,205,435	74,626,267	(18,420,832)	25.03%
TexCLASS Investment Pool	70,064,290	69,389,387	674,903	31.20%
Depository Certificates of Deposits	8,506,329	8,423,608	82,720	3.79%
US Securities	68,357,775	69,404,200	(1,046,425)	30.44%
Total Cash & Investments	$ 224,552,746	$ 236,139,587	$ (11,586,841)	100%

Portfolio Details

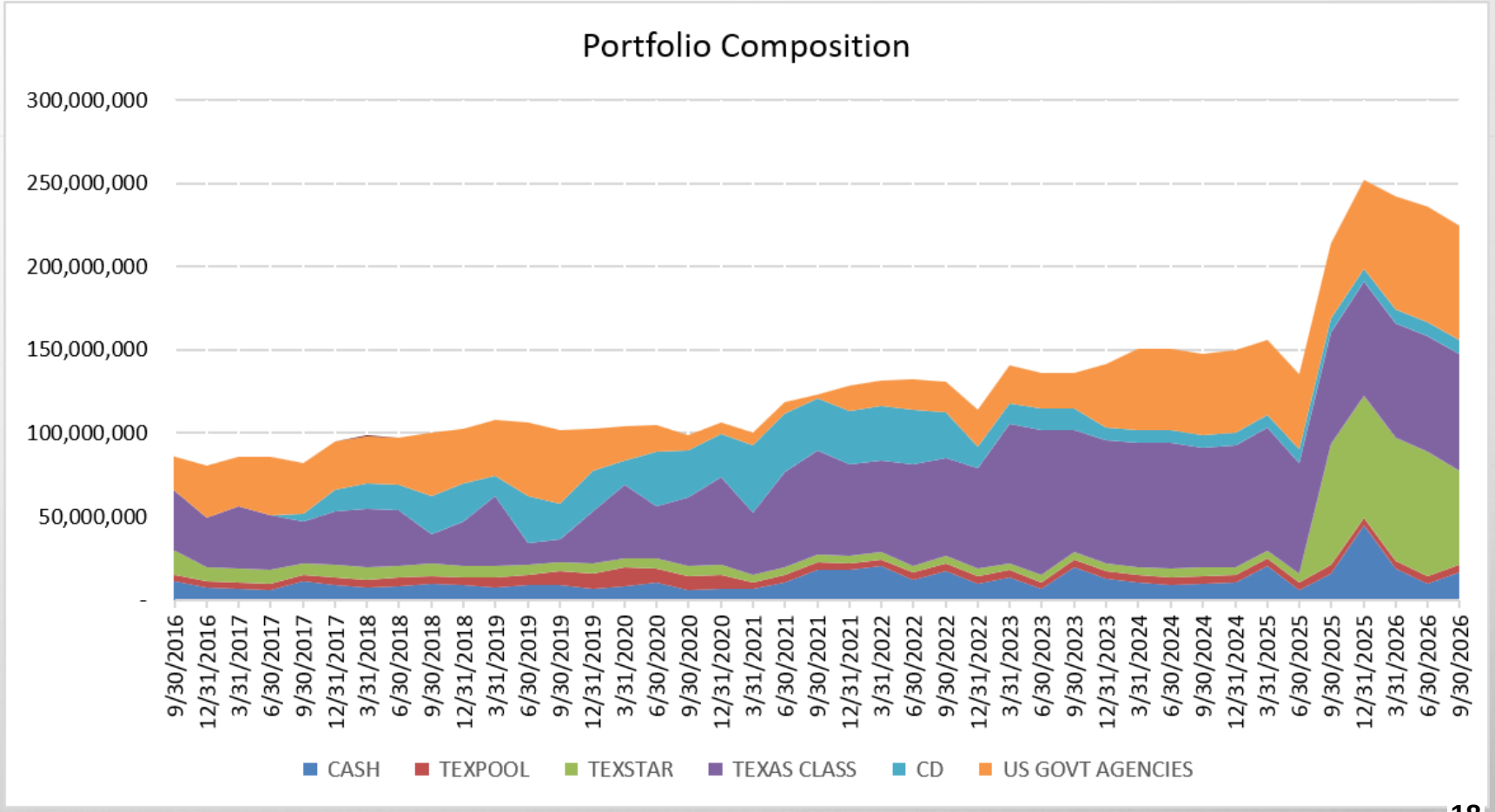
Investment	Purchase Date	Maturity Date	Interest Rate	Fair Market Value	Yield to Maturity	Purchase Cost	Par Value	Market Value	Weighted Average Maturity	% of Portfolio
Bank Deposit										
PlainsCapital Bank			3.750%	100.00	3.750%	$ 16,372,122	$ 16,372,122	16,372,122	0.07	7.29%
Investment Pools										
TexPool			3.870%	100.00	3.870%	5,046,796	5,046,796	5,046,796	0.02	2.25%
TexSTAR			3.745%	100.00	3.745%	56,205,435	56,205,435	56,205,435	0.25	25.03%
TexCLASS			3.908%	100.00	3.908%	70,064,290	70,064,290	70,064,290	0.31	31.20%
Total Investment Pools						131,316,520	131,316,520	131,316,520	0.58	58.48%
Certificate of Deposits - Depository										
Texas Bank	12/19/23	06/19/26	4.000%	100.00	4.000%	4,000,000	4,000,000	4,538,612	(2.08)	2.02%
Texas Bank	12/19/23	12/19/26	3.750%	100.00	3.750%	3,500,000	3,500,000	3,967,717	1.41	1.77%
Total Depository CD's						7,500,000	7,500,000	8,506,329	(0.67)	3.79%
US Securities										
FFCB 3133EPX91	01/25/24	01/25/27	4.125%	99.91	4.157%	9,987,000	10,000,000	9,991,000	5.21	4.45%
FAMCA 31424WRD6	11/18/24	11/18/27	4.250%	99.42	4.456%	10,000,000	10,000,000	9,942,000	18.33	4.43%
FNMA 3136GC5C5	11/13/25	11/13/28	3.915%	97.61	5.101%	10,000,000	10,000,000	9,761,000	33.69	4.35%
FAMCM 31425W2U5	11/13/25	11/13/28	3.850%	97.79	4.945%	5,000,000	5,000,000	4,889,500	16.88	2.18%
FAMCA 31424W3H3	11/21/25	11/21/28	3.560%	96.87	5.099%	10,000,000	10,000,000	9,687,000	33.78	4.31%
FAMCA 31424WZ39	10/22/25	01/22/29	3.800%	97.11	5.122%	5,250,000	5,250,000	5,098,275	19.18	2.27%
FHLB 3130B9AR1	01/29/26	01/29/31	4.090%	95.11	5.354%	15,000,000	15,000,000	14,266,500	100.51	6.35%
FMNA 3136GD4Y6	04/21/26	04/21/31	4.100%	94.45	5.475%	5,000,000	5,000,000	4,722,500	35.00	2.10%
Total US Securities						70,237,000	70,250,000	68,357,775	262.57	30.44%
Total Cash & Investments						$ 225,425,642	$ 225,438,642	$ 224,552,746	262.56	100%

Portfolio Changes

Investment	Purchase Price	Matured/Calls during Quarter	Market Value @ 9/30/2026	Unrealized Gain (Loss)	Market Value @ 6/30/2026	Change in Value
Bank Deposits	$ 16,372,122	$ -	$ 16,372,122	$ -	$ 9,296,033	$ 7,076,089
TexPool Investment Pool	5,046,796	-	5,046,796	-	5,000,092	46,703
TexStar Investment Pool	56,205,435	-	56,205,435	-	74,626,267	(18,420,832)
TexClass Investment Pool	70,064,290	-	70,064,290	-	69,389,387	674,903
Depository CD's						
Texas Bank	4,000,000	-	4,538,612	-	4,493,160	45,452
Texas Bank	3,500,000	-	3,967,717	-	3,930,449	37,268
U.S. Securities						
FFCB 3133EPX91	9,987,000	-	9,991,000	4,000	9,997,000	(6,000)
FAMCA 31424WRD6	10,000,000	-	9,942,000	(58,000)	9,987,000	(45,000)
FNMA 3136GC5C5	10,000,000	-	9,761,000	(239,000)	9,879,000	(118,000)
FAMCM 31425W2U5	5,000,000	-	4,889,500	(110,500)	4,946,000	(56,500)
FAMCA 31424W3H3	10,000,000	-	9,687,000	(313,000)	9,802,000	(115,000)
FAMCA 31424WZ39	5,250,000	-	5,098,275	(151,725)	5,170,200	(71,925)
FHLB 3130B9AR1	15,000,000	-	14,266,500	(733,500)	14,716,500	(450,000)
FMNA 3136GD4Y6	5,000,000	-	4,722,500	(277,500)	4,906,500	(184,000)
Total Investments	$ 225,425,642	$ -	$ 224,552,746	$ (1,879,225)	$ 236,139,587	$ (11,586,841)

Our portfolio composition is based on our direct liquidity needs and maintains compliance with the diversification requirements of the investment policy.

Investment Type	Maximum % of Portfolio	Current % of Portfolio
Bank Deposits	N/A	7%
Investment Pools	N/A	58%
Depository CD	90%	4%
US Treasuries and Agencies	80%	30%



Portfolio Performance

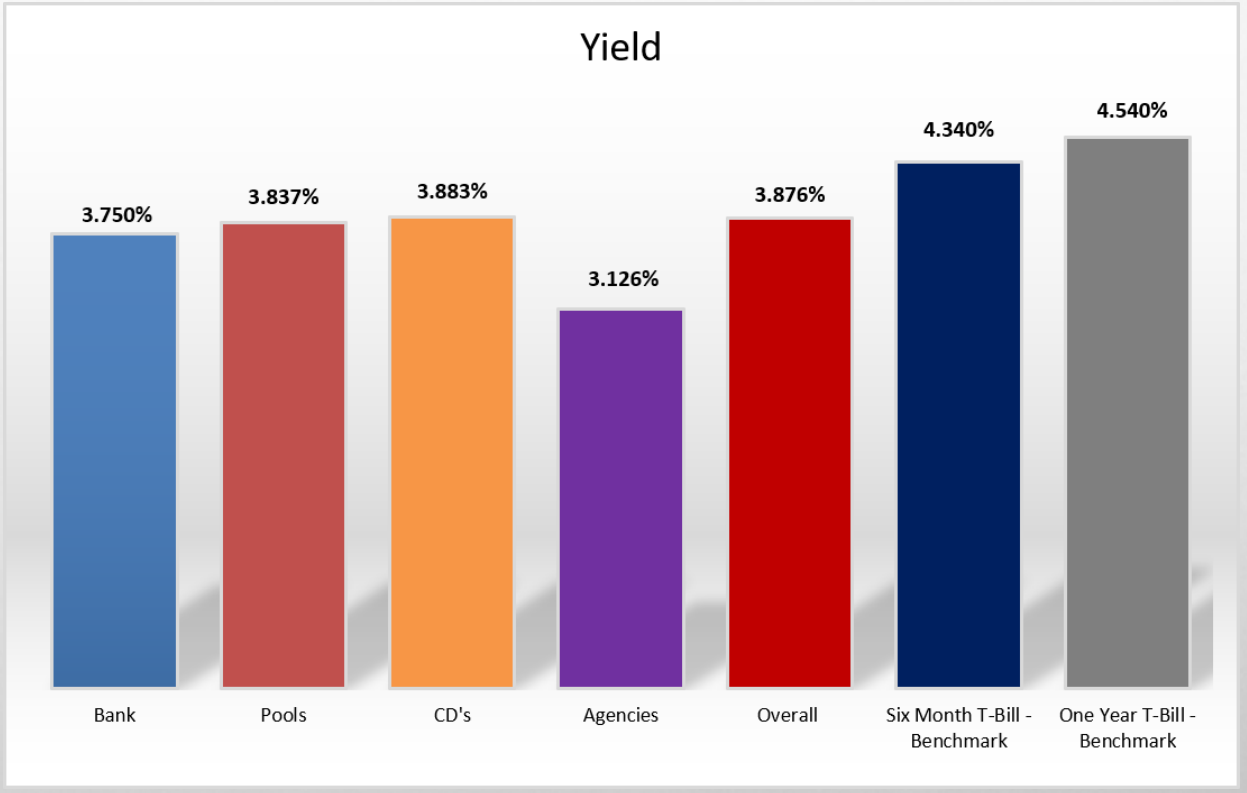
Interest Earnings:

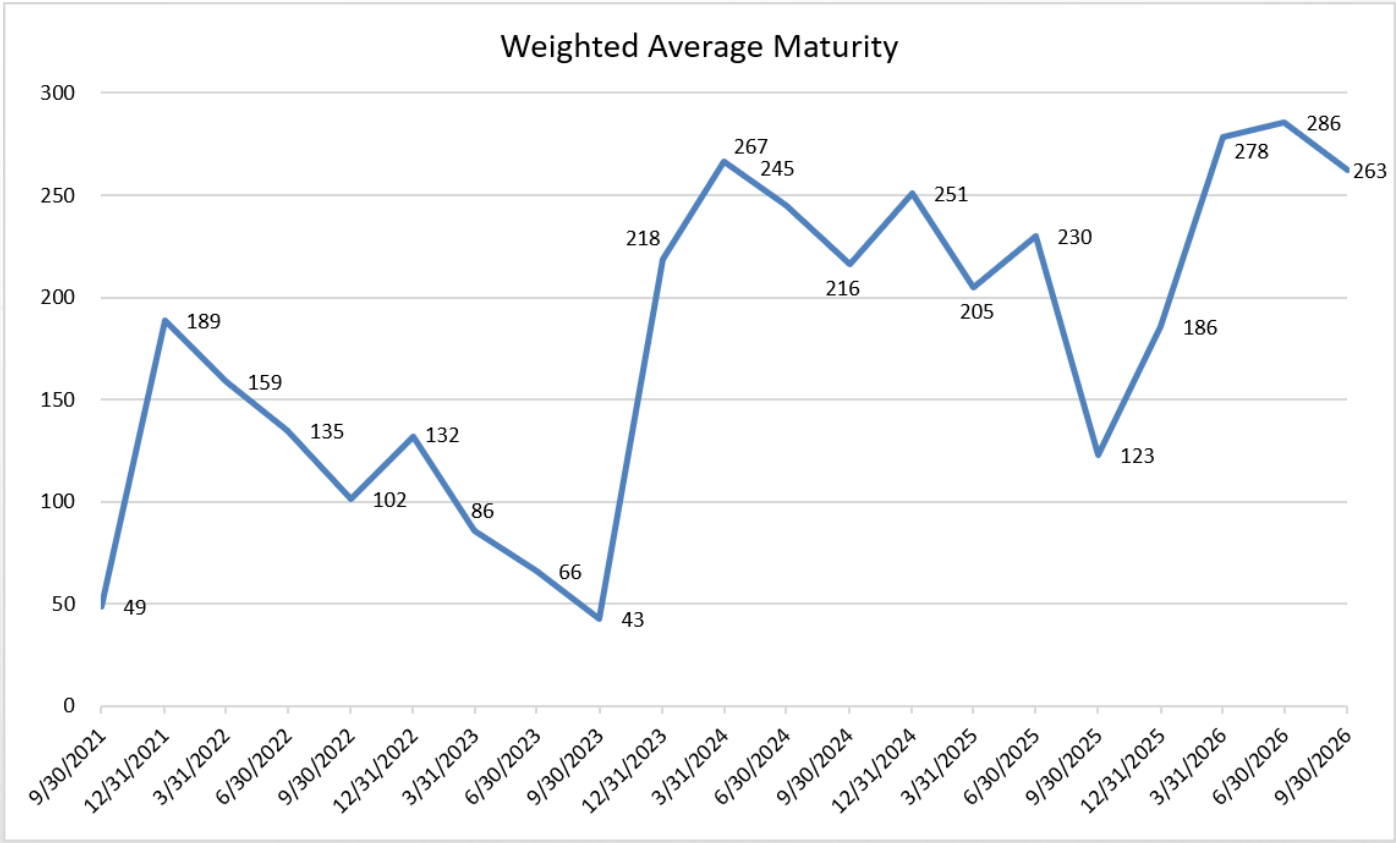
For the quarter ending September 30, 2026, the City has generated $2,054,743 in interest earnings, bringing the fiscal year total to $8,945,623.

Fiscal Year	4th Quarter Earnings	Total Fiscal Year Earnings
2026	$2,054,743	$8,945,623
2025	$1,938,282	$7,153,671
2024	$2,000,080	$7,182,750
2023	$1,527,405	$5,129,744
2022	$442,864	$791,407

Benchmark:

The benchmark for the portfolio is the 12-month US Treasury bill. On September 30, 2026, the 12-month T-bill rate was 4.54%, up 0.73% from the previous quarter. The portfolio's overall yield for the quarter was 3.876%, under performing the benchmark by 0.66%.





Weighted Average Maturity (WAM):

This quarter WAM decreased from 286 days to 263 days, remaining well within the maximum 18-month WAM requirement of the investment policy. With no purchases, maturities, or calls during the quarter, the decrease reflects existing securities moving closer to maturity.

Impact Investments

Land as Investments:

The City has acquired several parcels of land to hold as impact investments. These parcels may be utilized in the future as part of a city project or may be sold for a financial gain.

Impact Investment	Purchase Price
Clearlake Property	$15,906,528
Old Brock Road Properties	$11,883,880
Bankhead Property	$14,964,854

Compliance

This report reflects all cash and investments managed by the Finance Department and is in conformity with the Investment Policy of the City of Weatherford as approved by the City Council on August 25, 2026. The investment program herein shown provides sufficient cash flow liquidity to meet City liabilities for the next 12 months.



Dawn Brooks
Assistant City Manager/
Chief Financial Officer

Weatherford City Council

AGENDA REPORT

Meeting Date:	October 27, 2026	**Staff Contact:**	Kiason Turner, IT Director
Item Number:	2026-1108-AR	**Phone:**	817-598-4295

SUBJECT: Consider authorizing the City Manager to purchase hardware, software, and services from SHI Government Solutions using applicable cooperative agreements and state bid contracts in an amount not to exceed $424,000 for FY27.

BACKGROUND/DISCUSSION

The City of Weatherford utilizes SHI Government Solutions to procure a wide range of software, hardware, and service solutions essential to daily operations across all departments. Purchases include products and services from vendors such as Adobe, Autodesk, Canon, Dell, HP, Microsoft, Vaison Print, VMware, and others.

SHI Government Solutions is a certified State of Texas HUB (Historically Underutilized Business) vendor, ensuring compliance with state diversity procurement guidelines.

All purchases are made through cooperative purchasing programs in which the City participates, including:
Texas DIR contract DIR-CPO-5237
Texas DIR contract DIR-CPO-5241
Texas DIR contract DIR-CPO-5854
TIPS Interlocal Purchasing System contract # 230105
OMNIA Partners contract # 2024056-02

These cooperative purchasing agreements ensure competitive pricing and compliance with state purchasing requirements.

The not-to-exceed amount includes $385,461 for planned FY27 purchases, such as annual software licensing and subscription renewals, and $38,539 (approximately 10%) for variable cloud usage and unplanned hardware, software, or service needs that arise during the year.

FINANCIAL IMPACT

Planned purchases are included in the FY27 Adopted Budget. Unplanned purchases will be funded within existing departmental appropriations. No additional appropriation is requested.

SUGGESTED ACTION

Staff recommends approval.

Weatherford City Council

AGENDA REPORT

Meeting Date:	October 27, 2026	**Staff Contact:**	Jaycob Kirkpatrick, Director of Parks, Recreation and Special Events
Item Number:	2026-1116-AR	**Phone:**	817-598-4248

SUBJECT: Consider authorizing the City Manager to execute a change order with DRI Construction for the Service Center Restroom and Crew Facilities Renovation Project, via The Interlocal Purchasing System (TIPS) Contract Number 23010402, in the amount of $11,846.12.

BACKGROUND/DISCUSSION

Staff is requesting a change order with DRI Construction for the Service Center Restroom and Crew Facilities Renovation Project, utilizing The Interlocal Purchasing System (TIPS) Contract No. 23010402, in the amount of $11,846.12.

On June 9, 2026, City Council approved the Service Center restroom remodel project. As work on the project progressed, staff identified an opportunity to utilize remaining budget from the project to retain and renovate the shower in the women's restroom and bring it into compliance with ADA accessibility standards. The proposed change order will allow the City to complete these additional improvements as part of the current renovation effort while making effective use of available project funds.

DRI Construction has successfully completed numerous projects for the City and has consistently demonstrated a high level of professionalism, reliability, and quality workmanship. Staff is confident in DRI Construction's ability to complete the additional work in a timely and professional manner.

Staff recommends approval of the change order in the amount of $11,846.12 to complete the shower renovation and accessibility improvements using available project budget savings.

FINANCIAL IMPACT

Funds are available from savings within the Service Center Restroom and Crew Facilities Renovation Project, budgeted in FY26. The remaining project balance will be carried forward to FY27 with the first quarter budget amendment.

SUGGESTED ACTION

Staff recommends approving the change order in the amount of $11,846.12.

ATTACHMENTS

- DRI - Service Center Shower quote

Client:	Weatherford Service Center - Jaycob Kirkpatrick
Property:	917 Eureka St Weatherford, TX 76086
Operator:	DEREKDAV
Estimator:	Derek Davidson
Type of Estimate:	Remodel
Date Entered:	9/19/2026
Date Assigned:	
Date Est. Completed:	9/19/2026
Date Job Completed:	
Price List:	TXDF8X_MAY15
Labor Efficiency:	Restoration/Service/Remodel
Estimate:	WFD_SC_WMN_SHWR

This estimate is for the Weatherford Service Center Womens existing fiberglass shower location to be converted into a Tile shower to match the Mens bathroom shower.

This estimate is based on Tips/Taps Contract # 23010402

WFD_SC_WMN_SHWR

Main Level

Bathroom	**Height: 8'**
DESCRIPTION	**QTY**
1. Demolition of the existing fiberglass shower location	1.00 EA
2. Carpenter - Frame in ceiling joists	8.00 HR
3. Drywall Install and texture on ceiling - paint the ceiling	8.00 HR
4. Shower drain - for use with waterproof membrane	1.00 EA
5. Waterproofing - sheet membrane	1.00 SF
6. Mortar bed for tile	1.00 EA
7. Waterproofing - Red Guard	1.00 EA
8. Rough in plumbing for shower faucet supply lines and new shower valve install	1.00 EA
9. Tile shower walls and floor - Install the shower door	1.00 EA
10. Soap holder - recessed	1.00 EA
11. Shower bench	1.00 EA
12. Recessed light fixture - 277 volt	1.00 EA
13. Switch	1.00 EA
14. Electrician - run wire and conduit for new light	8.00 HR

Grand Total $11,846.12

Derek Davidson

Grand Total Areas:

384.00	SF Walls	144.00	SF Ceiling	528.00	SF Walls and Ceiling
144.00	SF Floor	16.00	SY Flooring	48.00	LF Floor Perimeter
0.00	SF Long Wall	0.00	SF Short Wall	48.00	LF Ceil. Perimeter
144.00	Floor Area	160.44	Total Area	384.00	Interior Wall Area
456.00	Exterior Wall Area	50.67	Exterior Perimeter of Walls		
0.00	Surface Area	0.00	Number of Squares	0.00	Total Perimeter Length
0.00	Total Ridge Length	0.00	Total Hip Length		

Weatherford City Council

AGENDA REPORT

Meeting Date:	October 27, 2026	**Staff Contact:**	Scott McDonald, Director of Development Services
Item Number:	2026-1087-AR	**Phone:**	817-598-4284

SUBJECT: Consider a request for final plat approval for North Weatherford Business Park Addition, being 1 lot on approximately 9.434 acres of land being located at 1726 North Main, City of Weatherford, Parker County, Texas. SBD-26-0004.

CASE NUMBER SBD-26-0004

GENERAL INFORMATION

Applicant:	Kellan Black
Request Action:	Plat Approval
Project Description:	Commercial Development
Site Address/Location:	1726 North Main
Land Area:	+/- 9.434
General Plan:	Manufacturing & Warehouse and Suburban Living
Existing Zoning:	AG Agriculture
Surrounding Zoning:	
North:	AG Agriculture
South:	C1 General Commercial / R1 One Family Residential
East:	AG Agriculture
West:	C1 General Commercial

BACKGROUND/DISCUSSION

The applicant is requesting approval of the Final Plat for North Weatherford Business Park Addition, consisting of one lot on approximately 9.434 acres located at 1726 North Main.

If approved, the plat will establish one legal lot to facilitate future development in accordance with the proposed zoning and City requirements.

The Final Plat was previously considered by City Council and was denied. As a result of the denial, the Final Plat is required to return to the City Council for reconsideration.

The annexation and the zoning request for this subject property was approved by City Council at their October 13th regularly scheduled meeting.

At their October 14th, 2026, regularly scheduled meeting, the Planning & Zoning Commission voted (6-0) to recommend approval of the final plat.

ALTERNATIVES

1. The City Council may approve the plat as proposed.
2. The City Council may disapprove the plat for specified reasons.

SUGGESTED ACTION/RECOMMENDATION

Staff recommends approval of the final plat subject to all requirements of the subdivision ordinance.

ATTACHMENTS

- Presentation
- Final Plat

1858 WEATHERFORD TRUE TEXAS
DEVELOPMENT SERVICES

Final Plat

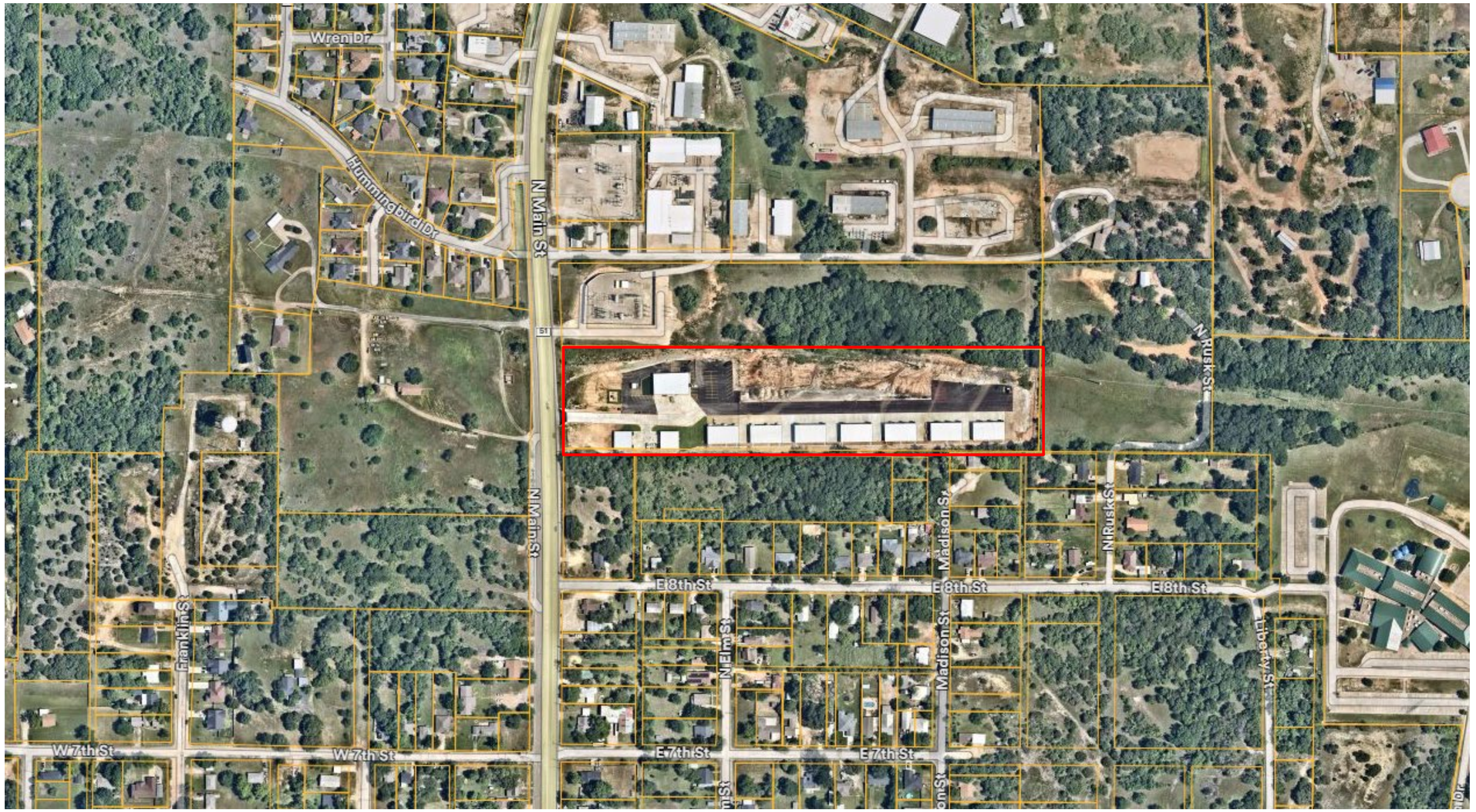
North Weatherford Business Park

1726 North Main

CITY COUNCIL

10/27/2026

General Location Map

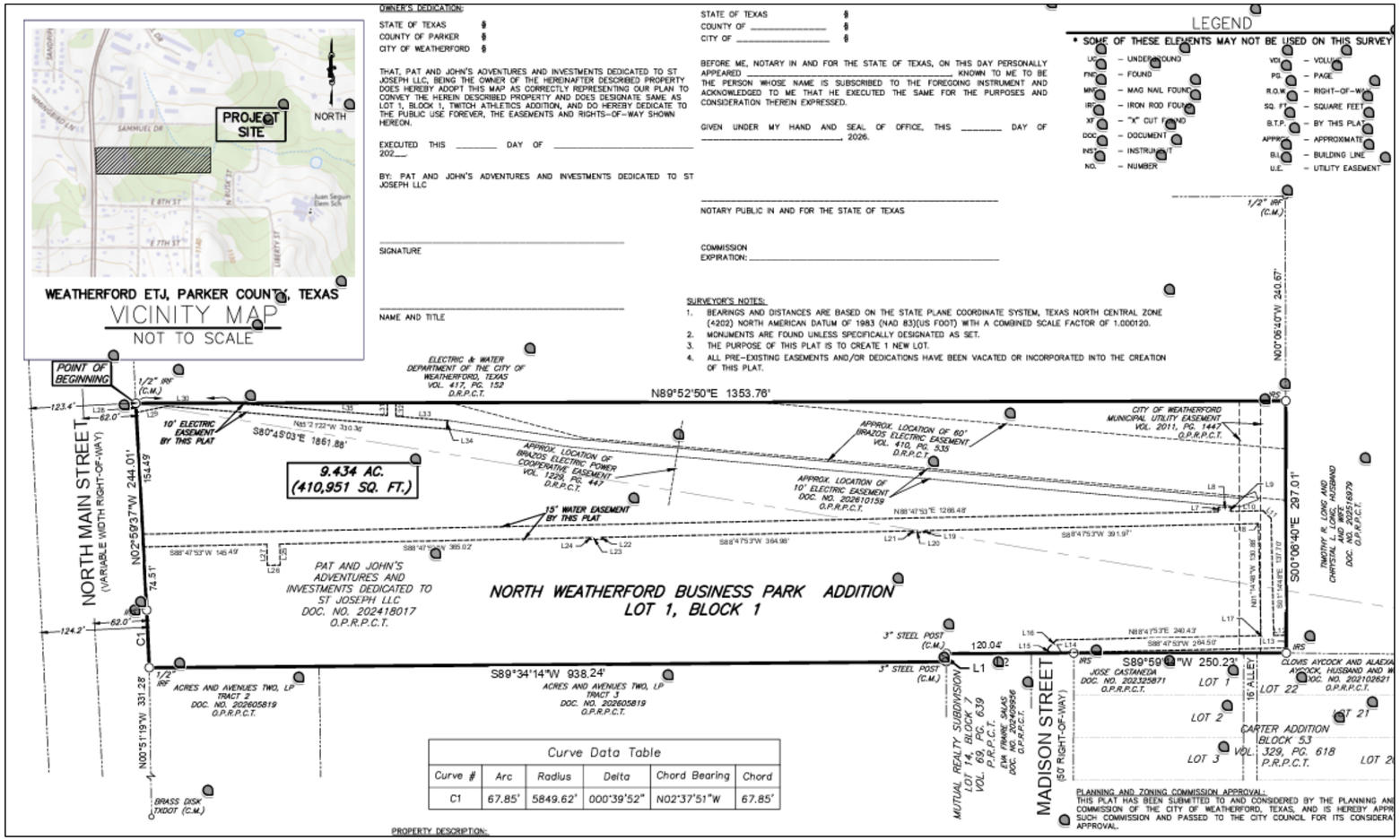


Applicant Request

Zoning: C1 General Commercial

FINAL PLAT APPROVAL

- 1 Commercial Lot
- 9.434 acres



Options

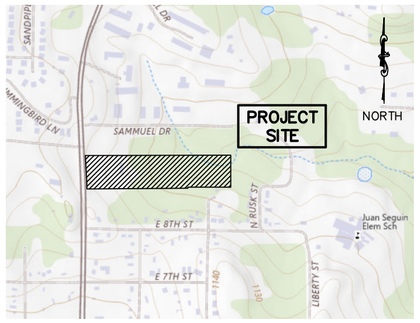
☑ **Approve**

☐ **Disapprove**

Staff recommends approval of the final plat subject to all requirements of the subdivision ordinance.

All required public improvements must be completed and formally accepted by the City prior to the recording of the final plat

At their October 14th, regularly scheduled meeting, the Planning & Zoning Commission voted (6-0) to recommend approval.



WEATHERFORD ETJ, PARKER COUNTY, TEXAS

VICINITY MAP

NOT TO SCALE

OWNER'S DEDICATION:

STATE OF TEXAS §
COUNTY OF PARKER §
CITY OF WEATHERFORD §

THAT, PAT AND JOHN'S ADVENTURES AND INVESTMENTS DEDICATED TO ST JOSEPH LLC, BEING THE OWNER OF THE HEREINAFTER DESCRIBED PROPERTY DOES HEREBY ADOPT THIS MAP AS CORRECTLY REPRESENTING OUR PLAN TO CONVEY THE HEREIN DESCRIBED PROPERTY AND DOES DESIGNATE SAME AS LOT 1, BLOCK 1, TWITCH ATHLETICS ADDITION, AND DO HEREBY DEDICATE TO THE PUBLIC USE FOREVER, THE EASEMENTS AND RIGHTS–OF–WAY SHOWN HEREON.

EXECUTED THIS _____ DAY OF _____ 202__.

BY: PAT AND JOHN'S ADVENTURES AND INVESTMENTS DEDICATED TO ST JOSEPH LLC

_____
SIGNATURE

_____
NAME AND TITLE

STATE OF TEXAS §
COUNTY OF _____ §
CITY OF _____ §

BEFORE ME, NOTARY IN AND FOR THE STATE OF TEXAS, ON THIS DAY PERSONALLY APPEARED _____, 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 CONSIDERATION THEREIN EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS _____ DAY OF _____, 2026.

_____
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

COMMISSION
EXPIRATION: _____

SURVEYOR'S NOTES:

1. BEARINGS AND DISTANCES ARE BASED ON THE STATE PLANE COORDINATE SYSTEM, TEXAS NORTH CENTRAL ZONE (4202) NORTH AMERICAN DATUM OF 1983 (NAD 83)(US FOOT) WITH A COMBINED SCALE FACTOR OF 1.000120.
2. MONUMENTS ARE FOUND UNLESS SPECIFICALLY DESIGNATED AS SET.
3. THE PURPOSE OF THIS PLAT IS TO CREATE 1 NEW LOT.
4. ALL PRE–EXISTING EASEMENTS AND/OR DEDICATIONS HAVE BEEN VACATED OR INCORPORATED INTO THE CREATION OF THIS PLAT.

LEGEND

*** SOME OF THESE ELEMENTS MAY NOT BE USED ON THIS SURVEY**

UG	– UNDERGROUND	VOL.	– VOLUME
FND	– FOUND	PG.	– PAGE
MNF	– MAG NAIL FOUND	R.O.W.	– RIGHT–OF–WAY
IRF	– IRON ROD FOUND	SQ. FT.	– SQUARE FEET
XF	– "X" CUT FOUND	B.T.P.	– BY THIS PLAT
DOC.	– DOCUMENT	APPROX.	– APPROXIMATE
INST.	– INSTRUMENT	B.L.	– BUILDING LINE
NO.	– NUMBER	U.E.	– UTILITY EASEMENT

NORTH
100 0 100
SCALE: 1" = 100'

SURVEYOR'S CERTIFICATE:

THE UNDERSIGNED DOES HEREBY CERTIFY THAT THIS SURVEY WAS THIS DAY MADE ON THE GROUND OF THE PROPERTY LEGALLY DESCRIBED HEREON AND IS CORRECT, AND TO THE BEST OF MY KNOWLEDGE, THERE ARE NO VISIBLE DISCREPANCIES, CONFLICTS, SHORTAGES IN AREA, BOUNDARY LINE CONFLICTS, ENCROACHMENTS, OVERLAPPING OF IMPROVEMENTS, EASEMENTS OR RIGHTS OF WAY THAT I HAVE BEEN ADVISED OF EXCEPT AS SHOWN HEREON.

DATE OF PLAT OR MAP: _____

_____
MARK N. PEEPLES
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 6443
STATE OF TEXAS

PRELIMINARY

THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE AND SHALL NOT BE VIEWED OR RELIED UPON AS A FINAL SURVEY DOCUMENT DATED 8/3/2026

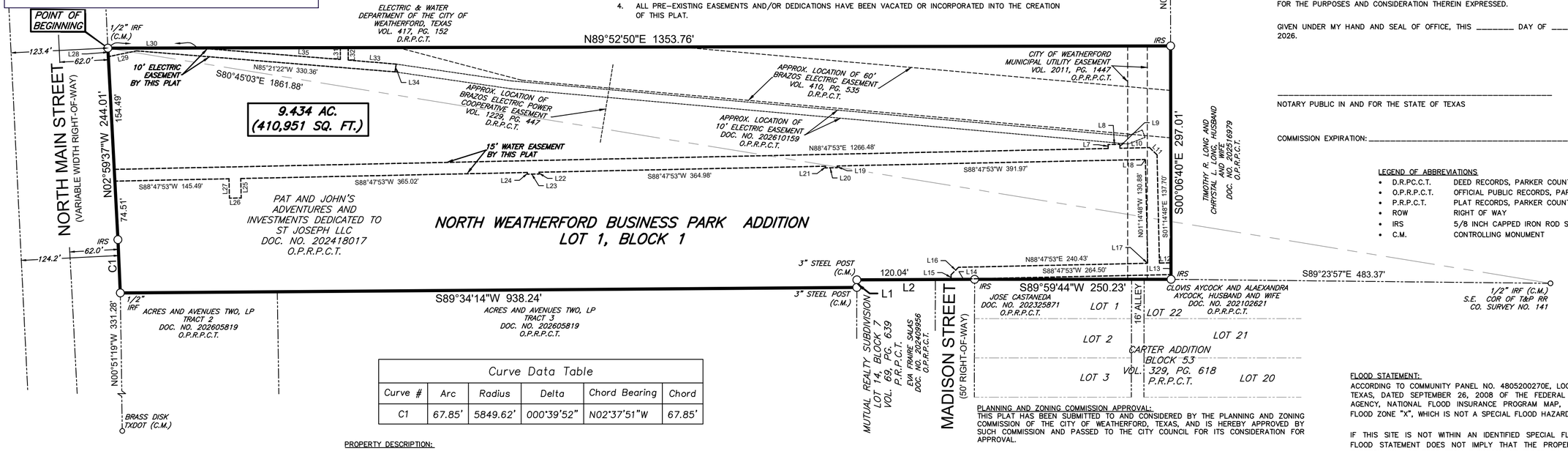
STATE OF TEXAS §
COUNTY OF _____ §
CITY OF _____ §

BEFORE ME, NOTARY IN AND FOR THE STATE OF TEXAS, ON THIS DAY PERSONALLY APPEARED _____, 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 CONSIDERATION THEREIN EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS _____ DAY OF _____, 2026.

_____
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

COMMISSION EXPIRATION: _____



Curve Data Table					
Curve #	Arc	Radius	Delta	Chord Bearing	Chord
C1	67.85'	5849.62'	000°39'52"	N02°37'51"W	67.85'

Line Data Table		
Line #	Bearing	Distance
L1	S00°08'23"W	9.61'
L2	S89°46'05"W	150.01'
L7	S01°12'07"E	5.00'
L8	N88°47'53"E	15.00'
L9	S01°12'07"E	5.00'
L10	N88°47'53"E	37.67'
L11	S46°13'28"E	13.28'
L12	N88°47'53"E	14.79'
L13	S00°06'40"E	15.00'
L14	S00°26'28"E	0.54'
L15	N00°26'28"W	6.02'
L16	N44°56'21"E	13.37'
L17	N43°46'32"E	0.85'
L18	S46°13'28"E	0.86'
L19	S01°12'07"E	2.19'
L20	S88°47'53"W	15.00'
L21	N01°12'07"W	2.19'
L22	S01°12'07"E	2.20'
L23	S88°47'53"W	15.00'
L24	N01°12'07"W	2.19'

Line Data Table		
Line #	Bearing	Distance
L25	S01°12'07"E	24.73'
L26	N88°47'53"E	15.00'
L27	S01°12'07"E	24.73'
L28	S02°59'37"E	10.94'
L29	N78°19'12"E	36.70'
L30	S89°52'50"W	114.36'
L31	N00°00'00"E	15.07'
L32	N00°00'00"E	15.92'
L33	N85°15'19"W	61.36'
L34	S08°16'35"W	10.00'
L35	S85°22'31"E	182.32'

PROPERTY DESCRIPTION:

BEING A 9.434 ACRE TRACT OF LAND SITUATED IN THE T&P RR CO. SURVEY NO. 141, ABSTRACT NO. 1447, PARKER COUNTY, TEXAS, AND BEING THAT SAME TRACT OF LAND DESCRIBED TO PAT AND JOHN'S ADVENTURES AND INVESTMENTS DEDICATED TO ST JOSEPH LLC IN SPECIAL WARRANTY DEED WITH VENDOR'S LIEN RECORDED IN DOCUMENT NUMBER (DOC. NO.) 202418017, OFFICIAL PUBLIC RECORDS, PARKER COUNTY, TEXAS (O.P.R.P.C.T.) AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 1/2–INCH IRON ROD FOUND FOR THE NORHTWEST CORNER OF SAID PAT AND JOHN'S ADVENTURES TRACT, SAID POINT BEING THE SOUTHWEST CORNER OF THAT SAME TRACT OF LAND DESCRIBED TO ELECTRIC & WATER DEPARTMENT OF THE CITY OF WEATHERFORD IN WARRANTY DEED RECORDED IN VOLUME (VOL.) 417, PAGE (PG.) 152, DEED RECORDS, PARKER COUNTY, TEXAS (D.R.P.C.T.) AND LYING ON THE WEST RIGHT–OF–WAY LINE OF NORTH MAIN STREET (A VARIABLE WIDTH PUBLIC RIGHT–OF–WAY), FROM WHICH A 1/2–INCH IRON ROD FOUND FOR THE SOUTHEAST CORNER OF SAID T&P RR CO. SURVEY NO. 141 BEARS SOUTH 80 DEGREES 45 MINUTES 03 SECONDS EAST, A DISTANCE OF 1861.88 FEET;

THENCE NORTH 89 DEGREES 52 MINUTES 50 SECONDS EAST, DEPARTING THE EAST RIGHT–OF–WAY LINE OF SAID NORTH MAIN STREET, WITH THE SOUTH LINE OF SAID CITY OF WEATHERFORD TRACT, A DISTANCE OF 1353.76 FEET TO A 5/8–INCH IRON ROD SET WITH CAP STAMPED FLANAGAN 6443 SET FOR THE NORTHEAST CORNER OF SAID PAT AND JOHN'S ADVENTURES TRACT, SAID POINT BEING THE SOUTHEAST CORNER OF SAID CITY OF WEATHERFORD TRACT AND LYING ON THE WEST LINE OF THAT SAME TRACT OF LAND DESCRIBED TO TIMOTHY R. LONG AND CHRYSTAL L. LONG, HUSBAND IN WIFE, IN GENERAL WARRANTY DEED RECORDED IN DOC. NO. 202516979, O.P.R.P.C.T.;

THENCE SOUTH 00 DEGREES 06 MINUTES 40 SECONDS EAST, WITH THE WEST LINE OF SAID TIMOTHY R. LONG AND CHRYSTAL L. LONG TRACT, A DISTANCE OF 297.01 FEET TO A 5/8–INCH IRON ROD WITH CAP STAMPED FLANAGAN 6443 SET FOR THE SOUTHEAST CORNER OF SAID PAT AND JOHN'S ADVENTURES TRACT, SAID POINT BEING THE SOUTHWEST CORNER OF SAID TIMOTHY R. LONG AND CHRYSTAL L. LONG TRACT, AND LYING ON THE NORTH LINE OF CARTER'S ADDITION, AN ADDITION TO THE CITY OF WEATHERFORD ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOL. 329, PG. 618, PLAT RECORDS, PARKER COUNTY, TEXAS (P.R.P.C.T.);

THENCE SOUTH 89 DEGREES 59 MINUTES 44 SECONDS WEST, WITH THE NORTH LINE OF SAID CARTER'S ADDITION, A DISTANCE OF 250.23 FEET TO A 5/8–INCH IRON ROD WITH CAP STAMPED FLANAGAN 6443 SET FOR AN ANGLE POINT OF SAID PAT AND JOHN'S ADVENTURES TRACT, SAID POINT BEING THE NORTHEAST CORNER OF MADISON STREET (A 50–FOOT PUBLIC RIGHT–OF–WAY) AS DEPICTED IN SAID CARTER'S ADDITION PLAT;

THENCE SOUTH 89 DEGREES 46 MINUTES 05 SECONDS WEST, WITH THE NORTH RIGHT–OF–WAY LINE OF SAID MADISON STREET AND THE NORTH LINE OF MUTUAL REALTY SUBDIVISION, AN ADDITION TO THE CITY OF WEATHERFORD ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOL. 69, PG. 639, P.R.P.C.T., A DISTANCE OF 150.01 FEET TO A 3" STEEL FENCE POST FOUND FOR AN INTERIOR ELL CORNER OF SAID PAT AND JOHN'S ADVENTURES TRACT, SAID POINT BEING THE NORTHWEST CORNER OF LOT 14, BLOCK 7, OF SAID MUTUAL REALTY SUBDIVISION;

THENCE SOUTH 00 DEGREES 08 MINUTES 23 SECONDS WEST, WITH THE WEST LINE OF SAID LOT 14, A DISTANCE OF 9.61 FEET TO A 3" STEEL FENCE POST FOUND FOR AN INTERIOR ELL CORNER OF SAID PAT AND JOHN'S ADVENTURE TRACT, SAID POINT BEING THE NORTHEAST CORNER TO THAT SAME TRACT OF LAND DESCRIBED TO ACRES AND AVENUES TWO, LP AS TRACT 3 IN SPECIAL WARRANTY DEED RECORDED IN DOC. NO. 202605819, O.P.R.P.C.T.;

THENCE SOUTH 89 DEGREES 34 MINUTES 14 SECONDS WEST, DEPARTING THE WEST LINE OF SAID LOT 14, WITH THE NORTH LINE OF SAID TRACT 3 AND THE NORTH LINE OF THAT SAME TRACT OF LAND DESCRIBED TO ACRES AND AVENUES TWO, LP AS TRACT 2, AS RECORDED IN SPECIAL WARRANTY DEED RECORDED IN DOC. NO. 202605819, O.P.R.P.C.T., A DISTANCE OF 938.24 FEET TO A 1/2–INCH IRON ROD FOUND FOR THE SOUTHWEST CORNER OF SAID PAT AND JOHN'S ADVENTURES TRACT, SAID POINT BEING THE NORTHWEST CORNER OF SAID TRACT 2, LYING ON THE EAST RIGHT–OF–WAY LINE OF SAID NORTH MAIN STREET, AND BEING THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 5,849.62 FEET, A CENTRAL ANGLE OF 00 DEGREES 39 MINUTES 52 SECONDS, AND A CHORD BEARING & DISTANCE OF NORTH 02 DEGREES 37 MINUTES 51 SECONDS WEST, 67.85 FEET;

THENCE IN A NORTHWESTERLY DIRECTION WITH THE CURVING EAST RIGHT–OF–WAY LINE OF SAID NORTH MAIN STREET AND ALONG SAID CURVE TO THE LEFT AN ARC DISTANCE OF 67.85 FEET TO A 5/8–INCH IRON ROD WITH CAP STAMPED FLANAGAN 6443 SET FOR AN ANGLE POINT OF SAID PAT AND JOHN'S ADVENTURES TRACT;

THENCE NORTH 02 DEGREES 59 MINUTES 37 SECONDS WEST, WITH THE EAST RIGHT–OF–WAY LINE OF SAID NORTH MAIN STREET, A DISTANCE OF 244.01 FEET TO THE POINT OF BEGINNING AND CONTAINING 9.434 ACRES OR 410,951 SQUARE FEET OF LAND, MORE OR LESS.

PLANNING AND ZONING COMMISSION APPROVAL:
THIS PLAT HAS BEEN SUBMITTED TO AND CONSIDERED BY THE PLANNING AND ZONING COMMISSION OF THE CITY OF WEATHERFORD, TEXAS, AND IS HEREBY APPROVED BY SUCH COMMISSION AND PASSED TO THE CITY COUNCIL FOR ITS CONSIDERATION FOR APPROVAL.

DATED THIS THE ____DAY OF _____, 20____.

BY: _____
CHAIRMAN

ATTEST:

_____
SECRETARY

CITY COUNCIL APPROVAL:
THIS PLAT HAS BEEN SUBMITTED TO AND CONSIDERED BY THE CITY COUNCIL OF THE CITY OF WEATHERFORD, TEXAS, AND IS HEREBY APPROVED BY SUCH CITY COUNCIL.

DATED THIS THE ____DAY OF _____, 20____.

BY: _____
MAYOR

ATTEST:

_____
SECRETARY

SURVEYOR:
FLANAGAN LAND SURVEYING
CONTACT: MARK PEEPLES, RPLS
PHONE: 817–704–0480
306 W 7TH ST., STE. 303
FORT WORTH, TEXAS 76102

OWNER/DEVELOPER:
PAT AND JOHN'S ADVENTURES AND INVESTMENTS DEDICATED TO ST JOSEPH LLC
714 BELLA ITALIA DRIVE
BENBROOK, TEXAS 76126

LEGEND OF ABBREVIATIONS

- D.R.P.C.C.T. DEED RECORDS, PARKER COUNTY, TEXAS
- O.P.R.P.C.T. OFFICIAL PUBLIC RECORDS, PARKER COUNTY, TEXAS
- P.R.P.C.T. PLAT RECORDS, PARKER COUNTY, TEXAS
- ROW RIGHT OF WAY
- IRS 5/8 INCH CAPPED IRON ROD STAMPED "FLANAGAN 6443" SET
- C.M. CONTROLLING MONUMENT

FLOOD STATEMENT:
ACCORDING TO COMMUNITY PANEL NO. 48052002706, LOCATED IN PARKER COUNTY, TEXAS, DATED SEPTEMBER 26, 2008 OF THE FEDERAL EMERGENCY MANAGEMENT AGENCY, NATIONAL FLOOD INSURANCE PROGRAM MAP, THIS PROPERTY IS WITHIN FLOOD ZONE "X", WHICH IS NOT A SPECIAL FLOOD HAZARD AREA.

IF THIS SITE IS NOT WITHIN AN IDENTIFIED SPECIAL FLOOD HAZARD AREA, THIS FLOOD STATEMENT DOES NOT IMPLY THAT THE PROPERTY AND/OR STRUCTURES THEREON WILL BE FREE FROM FLOODING OR FLOOD DAMAGE. ON RARE OCCASIONS, GREATER FLOODS CAN AND WILL OCCUR AND FLOOD HEIGHTS MAY BE INCREASED BY MAN–MADE OR NATURAL CAUSES. THIS STATEMENT SHALL NOT CREATE LIABILITY ON THE PART OF THE SURVEYOR.

FLANAGAN SURVEYING
Fort Worth, Texas | P:817.704.0480 | flanagan-ls.com | TBPELS Firm No. 10194766
Contact: Mark Peeples, R.P.L.S.

FINAL PLAT OF NORTH WEATHERFORD BUSINESS PARK ADDITION

LOT 1, BLOCK 1
A 9.434 ACRE ADDITION
TO THE CITY OF WEATHERFORD, TEXAS
SITUATED IN THE
T&P RR CO. SURVEY NO. 141
ABSTRACT NO. 1447
PARKER COUNTY, TEXAS

FIELDED BY:	WAR	CHECKED BY:	MNP	JOB NO.	6136
DRAWN BY:	NCR	DATE:	07/10/2026	SHEET NO.	1 OF 1

Weatherford City Council

AGENDA REPORT

Meeting Date:	October 27, 2026	**Staff Contact:**	Scott McDonald, Director of Development Services
Item Number:	2026-1088-AR	**Phone:**	817-598-4284

SUBJECT: Consider a request for final plat approval for Hook'em Subdivision, being 1 residential lot on approximately 0.336 acres of land being generally located along the Northwest corner of East Simmons and Bois D Arc Street, City of Weatherford, Parker County, Texas. SBD-26-0007.

CASE NUMBER SBD-26-0007

GENERAL INFORMATION

Applicant:	John-Erik Johnson & Marci Deering-Johnson
Request Action:	Final Plat Approval
Project Description:	1 Single Family Lot
Site Address/Location:	Northwest corner of East Simmons and Bois D Arc Street
Land Area:	+/- 0.336 Acres
General Plan:	Suburban living
Existing Zoning:	R2 Two Family Residential
Surrounding Zoning:	
North:	R2 Two Family Residential
South:	R2 Two Family Residential
East:	R2 Two Family Residential
West:	R2 two Family Residential

BACKGROUND/DISCUSSION

The applicant is requesting approval of a final plat for Hook'em Subdivision, consisting of 1 residential lot on approximately 0.336 acres of land generally located along the Northwest corner of East Simmons and Bios D Arc Street in the City of Weatherford, Parker County, Texas.

The purpose of the final plat is to combine two residential lots into one. Right of way dedication is required along Bois D Arc street.

Staff has reviewed the Final Plat and determined that it complies with the applicable subdivision regulations, zoning requirements, and other City development standards.

At their October 14th, 2026, regularly scheduled meeting, the Planning & Zoning Commission voted (6-0) to recommend approval of the final plat.

ALTERNATIVES

1. The City Council may approve the plat as proposed.
2. The City Council may disapprove the plat for specified reasons.

SUGGESTED ACTION/RECOMMENDATION

Staff recommends approval of the final plat subject to all requirements of the subdivision ordinance.

ATTACHMENTS

- Final Plat
- Presentation

SHEET 1 OF 1
ARCH C (18" X 24")

Line Table		
Line #	Bearing	Length
L1	S 89°20'24" E	3.92'
L2	S 00°03'06" E	41.96'

Curve Table					
Curve #	Length	Radius	Delta	Chord Bearing	Chord Length
C1	15.84'	10.00'	90°44'53"	S 45°19'21" W	14.23'

METES AND BOUNDS DESCRIPTION OF:

A 0.336 ACRE TRACT OUT OF LOT 3, BLOCK 16, YEOMAN SURVEY ADDITION, PARKER COUNTY, TEXAS, CONSISTING OF CALLED TRACT 1 A 0.157 ACRE TRACT OF LAND, AND CALLED TRACT 2 A 0.179 ACRE TRACT OF LAND BOTH BEING DESCRIBED IN DEED RECORDED IN DOCUMENT NO. 202624211, OFFICIAL PUBLIC RECORDS, PARKER COUNTY, TEXAS; BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS;

BEGINNING AT A 1/2-INCH IRON ROD FOUND IN THE WEST RIGHT-OF-WAY LINE OF BOIS D ARC STREET, MARKING THE NORTHEAST CORNER OF A CALLED 0.157 ACRE TRACT AS DESCRIBED IN DEED RECORDED IN DOCUMENT NO. 202624211, OFFICIAL PUBLIC RECORDS, PARKER COUNTY, TEXAS, AND MARKING THE NORTHEAST CORNER OF THIS TRACT;

THENCE S00°59'51"W A DISTANCE OF 48.08 FEET TO A IRON ROD WITH CAP STAMPED "TEXAS SURVEYING" FOUND, MARKING THE SOUTHEAST CORNER OF THE AFOREMENTIONED 0.157 ACRE TRACT;

THENCE S89°20'24"E A DISTANCE OF 3.92 FEET TO A 1/2-INCH IRON ROD WITH CAP STAMPED "MBC" SET;

THENCE S00°03'06"E A DISTANCE OF 41.96 FEET TO A 1/2-INCH IRON ROD WITH CAP STAMPED "MBC" SET;

THENCE A CURVE TO THE RIGHT WITH A RADIUS OF 10.00 FEET, A ARC LENGTH OF 15.84 FEET, A CHORD BEARING OF S45°19'21"W, AND A CHORD LENGTH OF 14.23 FEET TO A 1/2-INCH IRON ROD WITH CAP STAMPED "MBC" SET;

THENCE N89°18'13"W A DISTANCE OF 135.46 FEET TO A 1/2-INCH IRON ROD WITH CAP STAMPED "MBC" SET, MARKING THE SOUTHWEST CORNER OF A CALLED 0.179 ACRE TRACT DESCRIBED IN DEED RECORDED IN DOCUMENT NO. 202624211, OFFICIAL PUBLIC RECORDS, PARKER COUNTY, TEXAS, AND MARKING THE SOUTHWEST CORNER OF THIS TRACT;

THENCE N00°35'50"E A DISTANCE OF 52.00 FEET TO A IRON ROD WITH CAP STAMPED "TEXAS SURVEYING" FOUND, MARKING THE NORTHWEST CORNER OF THE AFOREMENTIONED 0.179 ACRE TRACT, AND MARKING THE SOUTHWEST CORNER OF THE AFOREMENTIONED 0.157 ACRE TRACT;

THENCE N00°10'09"W A DISTANCE OF 48.12 FEET TO A 1/2-INCH IRON ROD FOUND, MARKING THE NORTHWEST CORNER OF THE AFOREMENTIONED 0.157 ACRE TRACT, AND MARKING THE NORTHWEST CORNER OF THIS TRACT;

THENCE S89°19'40"E A DISTANCE OF 142.06 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.336 ACRES OF LAND, MORE OR LESS.

SURVEYOR'S NOTES:

1) NO ABSTRACT OF TITLE OR TITLE COMMITMENT WAS PROVIDED TO THIS SURVEYOR. RECORD RESEARCH DONE BY THIS SURVEYOR WAS MADE ONLY FOR THE PURPOSE OF DETERMINING THE BOUNDARY OF THIS PROPERTY AND OF THE ADJOINING PARCELS. RECORD DOCUMENTS OTHER THAN THOSE SHOWN ON THIS SURVEY MAY EXIST AND ENCUMBER THIS PROPERTY.

2) CURRENTLY THIS TRACT APPEARS TO BE LOCATED WITHIN THE FOLLOWING AREA(S):

OTHER AREAS OF FLOOD HAZARD, ZONE "X" - AREAS OF MINIMAL FLOOD HAZARD

ACCORDING TO THE F.I.R.M. COMMUNITY PANEL MAP NO. 48367C0270E, DATED SEPTEMBER 26, 2008: FOR UP TO DATE FLOOD HAZARD INFORMATION ALWAYS VISIT THE OFFICIAL F.E.M.A. WEBSITE AT FEMA.GOV.

3) BEARINGS, DISTANCES, AND/OR AREAS DERIVED FROM GNSS OBSERVATIONS AND REFLECT N.A.D. 1983, TEXAS STATE PLANE COORDINATE SYSTEM, NORTH CENTRAL ZONE 4202 (GRID - US SURVEY FEET).

4) UNDERGROUND UTILITIES WERE NOT LOCATED DURING THIS SURVEY. CALL 811 AND/OR UTILITY PROVIDERS BEFORE EXCAVATION OR CONSTRUCTION.

5) BEFORE CONSTRUCTION, PLEASE CONSULT ALL APPLICABLE GOVERNING ENTITIES REGARDING RULES AND REGULATIONS THAT MAY AFFECT CONSTRUCTION ON THIS PROPERTY (I.E. ARCHITECTURAL CONTROL COMMITTEE, MUNICIPAL DEPARTMENTS, HOME OWNERS ASSOC., ETC.).

CITY OF WEATHERFORD NOTES:

A) UTILITY EASEMENTS MAY BE USED FOR THE MUTUAL USE AND ACCOMMODATION OF ALL PUBLIC UTILITIES, SAID USE BY PUBLIC UTILITIES BEING SUBORDINATE TO THE PUBLIC'S AND THE CITY OF WEATHERFORD'S USE THEREOF. THE CITY OF WEATHERFORD AND PUBLIC UTILITY ENTITIES SHALL HAVE THE RIGHT TO REMOVE AND KEEP REMOVED ALL OR PARTS OF ANY BUILDING, FENCES, TREES, SHRUBS, OR OTHER IMPROVEMENTS OR GROWTHS WHICH MAY IN ANY WAY ENDANGER OR INTERFERE WITH THE CONSTRUCTION, MAINTENANCE, OR EFFICIENCY OF THEIR RESPECTIVE SYSTEMS IN SAID EASEMENT. THE CITY OF WEATHERFORD AND PUBLIC UTILITY ENTITIES SHALL AT ALL TIMES HAVE THE FULL RIGHT OF INGRESS AND EGRESS TO OR FROM THEIR RESPECTIVE EASEMENTS, WITHOUT THE NECESSITY AT ANY TIME PROCURING PERMISSION FROM ANYONE.

B) BEFORE CONSTRUCTION PLEASE CONSULT ALL APPLICABLE GOVERNING ENTITIES REGARDING RULES & REGULATIONS, THAT MAY AFFECT CONSTRUCTION ON THIS PROPERTY (I.E ARCHITECTURAL CONTROL COMMITTEE, MUNICIPAL DEPARTMENTS, HOME OWNERS ASSOC., ETC.).

C) SPECIAL NOTICE: SELLING A PORTION OF THIS ADDITION BY METES AND BOUNDS IS A VIOLATION OF CITY ORDINANCE AND IS SUBJECT TO FINES, WITHHOLDING OF UTILITIES AND BUILDING PERMITS.

D) ALL BUILDING SETBACK LINES SHALL CONFORM TO CURRENT ZONING ORDINANCES OF THE CITY OF WEATHERFORD.

E) THE OWNER/DEVELOPER DOES HEREBY WAIVE ALL CLAIMS FOR DAMAGES AGAINST THE CITY OF WEATHERFORD OCCASIONED BY THE ESTABLISHMENT OF GRADES OR THE ALTERATIONS OF THE SURFACE OF ANY PORTION OF THE EXISTING STREETS AND ALLEYS, OR NATURAL CONTOURS, TO CONFORM TO THE GRADES ESTABLISHED IN THE SUBDIVISION.

F) ALL KNOWN PRE-EXISTING EASEMENTS AND/OR DEDICATIONS HAVE BEEN VACATED OR INCORPORATED INTO THE CREATION OF THIS PLAT.

G) WATER SERVICES TO BE PROVIDED BY THE CITY OF WEATHERFORD.

H) SANITARY SEWER SERVICES TO BE PROVIDED BY THE CITY OF WEATHERFORD.

STATE OF TEXAS
COUNTY OF BEXAR

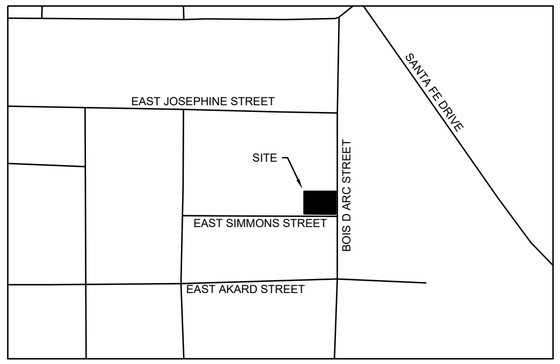
I, THE UNDERSIGNED, REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT AND WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION.

PRELIMINARY
THIS DOCUMENT IS RELEASED FOR THE PURPOSE OF INTERIM REVIEW AND IT IS NOT INTENDED FOR OFFICIAL FILING OR RECORDING.

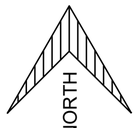
REGISTERED PROFESSIONAL LAND SURVEYOR
JOEL CHRISTIAN JOHNSON, R.P.L.S. NO. 5578
JJOHNSON@MBCENGINEERS.COM
PHONE (210) 545-1122

STATE OF TEXAS · REGISTERED · JOEL CHRISTIAN JOHNSON · 5578 · PROFESSIONAL LAND SURVEYOR

MACINA • BOSE • COPELAND & ASSOC., INC.
CONSULTING ENGINEERS AND LAND SURVEYORS
1035 Central Parkway North, San Antonio, Texas 78232
(210) 545-1122 www.mbcengineers.com
TBPE FIRM REGISTRATION #784 TBPLS FIRM REGISTRATION #10011700



LOCATION MAP
NOT TO SCALE



SCALE: 1" = 30'

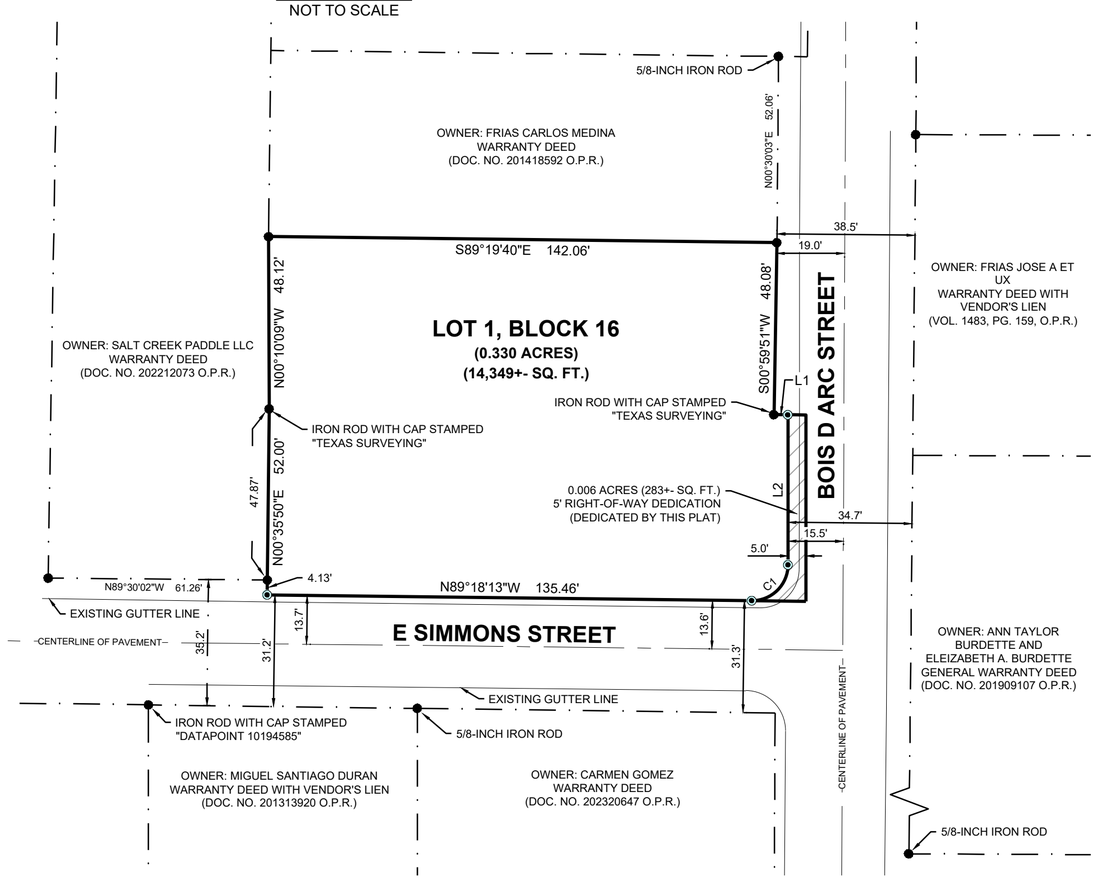
30 0 15 30 60

LEGEND:

◉ ----- 1/2" IRON ROD WITH 1" CAP STAMPED "MBC ENGINEERS" SET

● ----- 1/2" IRON ROD FOUND (UNLESS OTHERWISE NOTED)

O.P.R. ----- OFFICIAL PUBLIC RECORDS



STATE OF TEXAS
COUNTY OF PARKER

DATE_____, 2026

I (WE), THE UNDERSIGNED, OWNER(S) OF THE LAND SHOWN ON THIS PLAT, AND DESIGNATED HEREIN AS THE HOOK'EM SUBDIVISION TO THE CITY OF WEATHERFORD, TEXAS, AND WHOSE NAME IS SUBSCRIBED HERETO, HEREBY DEDICATE TO THE USE OF THE PUBLIC FOREVER ALL STREETS, ALLEYS, PARKS, WATER COURSES, DRAINS, EASEMENTS, AND PUBLIC PLACES THEREON SHOWN FOR THE PURPOSE AND CONSIDERATION THEREIN EXPRESSED.

_____
OWNER: JON ERIK JOHNSON
107 FOXWOOD TRL, MARBLE FALLS, TEXAS 78654
TEL. NO. (210) 842-2329

_____
OWNER: MARCI DEERING-JOHNSON
107 FOXWOOD TRL, MARBLE FALLS, TEXAS 78654
TEL. NO. (469) 235-1517

STATE OF TEXAS
COUNTY OF _____
BEFORE ME, THE UNDERSIGNED AUTHORITY, A NOTARY PUBLIC IN AND FOR THE STATE OF _____, ON THIS DAY PERSONALLY APPEARED _____, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE ABOVE AND FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS_____DAY OF _____, 2026.

_____
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

THIS PLAT HAS BEEN SUBMITTED TO AND CONSIDERED BY THE CITY COUNCIL OF WEATHERFORD,TEXAS, AND IS HEREBY APPROVED BY SUCH CITY COUNCIL.

DATED THIS_____DAY OF_____, A.D., 2026.

BY:_____
MAYOR

ATTEST:_____
SECRETARY

THIS PLAT HAS BEEN SUBMITTED TO AND CONSIDERED BY THE PLANNING & ZONING COMMISSION OF THE CITY OF WEATHERFORD, TEXAS, AND IS HEREBY APPROVED BY SUCH COMMISSION AND PASSED TO THE CITY COUNCIL FOR ITS CONSIDERATION FOR APPROVAL.

DATED THIS_____DAY OF_____, A.D., 2026.

BY:_____
CHAIRMAN

ATTEST:_____
SECRETARY

THIS PLAT HAS BEEN SUBMITTED TO AND CONSIDERED BY THE DEVELOPMENT & NEIGHBORHOOD SERVICES DEPARTMENT OF THE CITY OF WEATHERFORD, TEXAS AS DELEGATED BY THE CITY COUNCIL, AND IS HEREBY APPROVED BY SUCH DEPARTMENT.

DATED THIS_____DAY OF_____, A.D., 2026.

BY:_____
DEVELOPMENT & NEIGHBORHOOD SERVICES STAFF

ATTEST:_____
SECRETARY

FINAL PLAT
LOT 1, BLOCK 16

HOOK'EM SUBDIVISION

AN ADDITION TO THE CITY OF WEATHERFORD, PARKER COUNTY, TEXAS

BEING A 0.336 ACRE TRACT OUT OF LOT 3, BLOCK 16, YEOMAN SURVEY ADDITION, PARKER COUNTY, TEXAS, CONSISTING OF CALLED TRACT 1 A 0.157 ACRE TRACT OF LAND, AND CALLED TRACT 2 A 0.179 ACRE TRACT OF LAND BOTH BEING DESCRIBED IN DEED RECORDED IN DOCUMENT NO. 202624211, OFFICIAL PUBLIC RECORDS, PARKER COUNTY, TEXAS.

DATE: 09/14/2026 JOB NO.: 34219-PARKER

PLAT CABINET _____ SLIDE _____

1858 WEATHERFORD TRUE TEXAS
DEVELOPMENT SERVICES

Final Plat

518 Bois D Arc

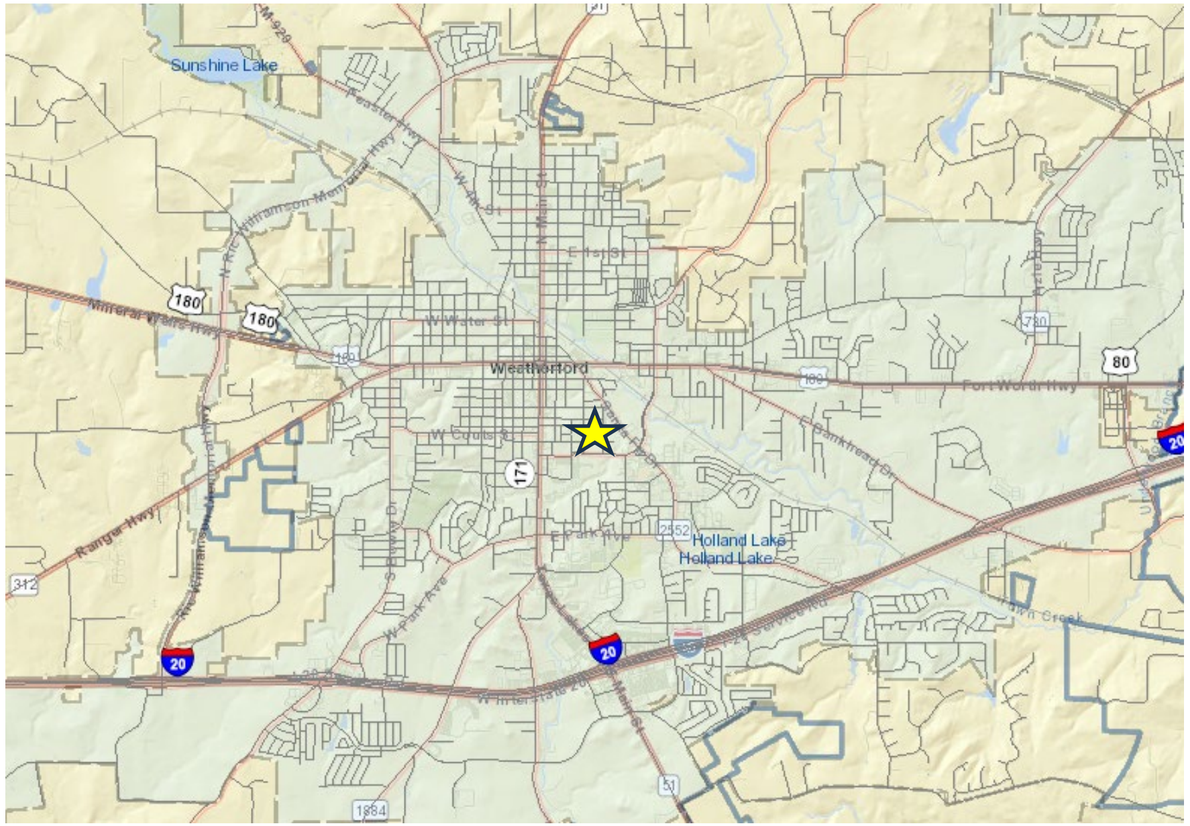
Hook’em Subdivision

City Council

10/27/2026

General Location Map

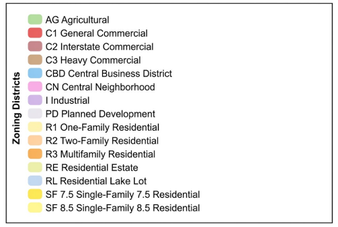
General Location Map



Zoning: Two Family Residential “R2”



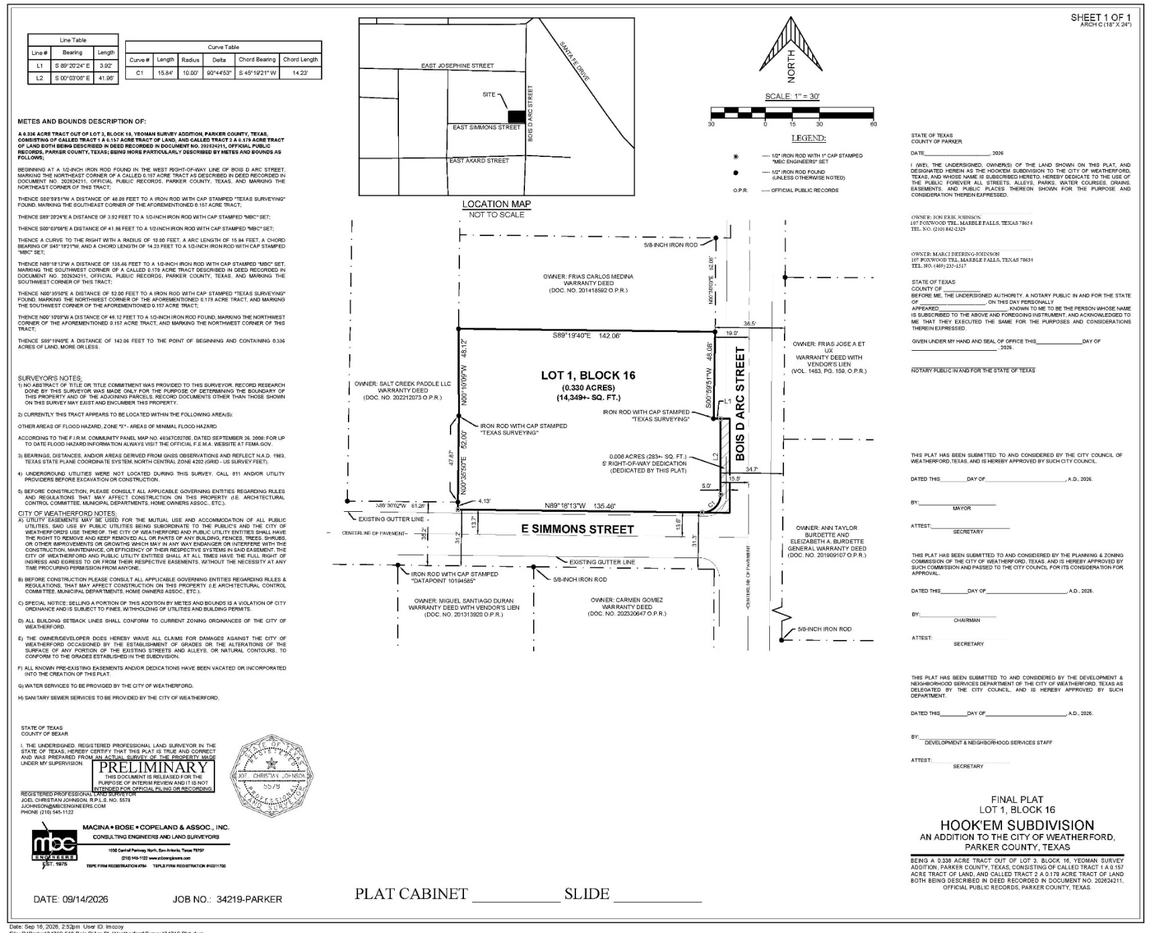




Applicant Request

Final Plat Approval

- 1 Residential Lot
- 0.336 acres
- 5’ Right Of way dedication along Bois D Arc



Options



Recommend Approval

☐ **Recommend Disapproval**

Staff Recommends approval of the final plat subject to all requirements of the subdivision ordinance

At their October 14th, regularly scheduled meeting, the Planning & Zoning Commission voted unanimously (6-0) to recommend approval of the final plat.

Weatherford City Council

AGENDA REPORT

Meeting Date:	October 27, 2026	**Staff Contact:**	Michael Baldwin, Emergency Management Coordinator and Division Chief
Item Number:	2026-1131-AR	**Phone:**	817-598-4293

SUBJECT: Consider authorizing the City Manager to approve expenditures with Motorola Solutions for public safety radio system maintenance and software upgrades, WatchGuard camera systems, radio repairs, and equipment and accessories during FY27, in an aggregate amount not to exceed $400,314.

BACKGROUND/DISCUSSION

This request seeks approval for FY27 expenditures with Motorola Solutions supporting the City's public safety radio communications system, subscriber radio equipment, and Police Department in-car and body-worn camera systems. These expenditures include annual maintenance agreements, subscription services, equipment repairs, and planned purchases throughout the fiscal year under Houston-Galveston Area Council (H-GAC) Contract RA05-21.

The City's Annual Maintenance and Software Upgrade Agreement (SUA) provides 24/7 monitoring of critical radio network infrastructure and the Public Safety Dispatch Center, along with prioritized technician response for service issues. It also includes periodic software and hardware upgrades and ongoing network security updates to maintain system reliability and cybersecurity.

The FY27 expenditure represents the fourth and final year of the four-year Lifecycle Management Agreement executed on December 29, 2021, as part of the 2022 Radio System Enhancement Project. Radio system maintenance and software upgrades are recurring annual operational expenses that will continue beyond the existing agreement. Staff anticipates renegotiating these services with Motorola Solutions for FY28 and subsequent years.

The request also includes annual WatchGuard services supporting the Weatherford Police Department's in-car and body-worn camera systems, including cloud-based video storage, software, and technical support. These services are provided under the five-year agreement approved by City Council on December 17, 2024.

Additionally, the request includes manufacturer depot repairs of portable and mobile radios and planned purchases of radio equipment and accessories for City departments throughout the fiscal year.

The requested authorization establishes an aggregate spending limit for FY27, including purchases already made during the fiscal year and anticipated expenditures through September 30, 2027.

Anticipated FY27 expenditures are as follows:

Description	Amount

Radio System Maintenance and SUA	$187,104
WatchGuard Camera Systems	$167,817
Radio Equipment and Accessories	$28,610
Radio Depot Repairs	$16,000
Other FY27 Purchases Already Made	$783
Total FY27 Expenditures	**$400,314**

FINANCIAL IMPACT

All expenditures are fully funded within the approved FY27 budget. No additional funding or budget appropriation is requested.

SUGGESTED ACTION

Staff recommends approval.

ATTACHMENTS

- Maintenance Agreement

SECTION 6

CONTRACTUAL DOCUMENTATION

Use or disclosure of this proposal is subject
to the restrictions on the cover page.

H-GAC Communications System and Services Agreement

Motorola Solutions, Inc. ("Motorola") and City of Weatherford ("Customer") enter into this "Agreement," pursuant to which Customer will purchase and Motorola will sell the System and Services, as described below. Motorola and Customer may be referred to individually as a "Party" and collectively as the "Parties."

WHEREAS, the Customer desires to purchase a Communications System; and

WHEREAS, Motorola desires to sell a Communications System to Customer; and

WHEREAS, Houston-Galveston Area Council ("H-GAC"), acting as the agent for various local governmental entities who are "End Users" under interlocal agreements (including the Customer) has solicited proposals for radio communications equipment and conducted discussions with Motorola concerning its proposal and, where applicable, in accordance with the competitive procurement procedures of Texas law; and

WHEREAS, H-GAC and Motorola entered into that certain Contract No. RA05-21 executed on September 28, 2021, (the "H-GAC Contract"), which provided that End Users may purchase communications and related equipment and services from Motorola pursuant to certain terms contained therein; and

WHEREAS, pursuant to Special Provisions, Articles 2 and 6 of the H-GAC Contract, Motorola and Customer now wish to enter into this Agreement to delineate the specific terms of the purchase of communications and related equipment and services from Motorola by the Customer. For good and valuable consideration, the Parties agree as follows:

Section 1 ATTACHMENTS

1.1. EXHIBITS. The Exhibits listed below are exhibits related to the System sale and implementation. These Exhibits are incorporated into and made a part of this Agreement.

Exhibit A "Motorola Software License Agreement"
Exhibit B "Payment"
Exhibit C Technical and Implementation Documents
- C-1 "System Description" dated October 05, 2021
- C-2 "Pricing Summary & Equipment List" dated October 05, 2021
- C-3 "Implementation Statement of Work" dated October 05, 2021
- C-4 "Acceptance Test Plan" or "ATP" dated October 05, 2021
- C-5 "Performance Schedule" dated October 05, 2021

Exhibit D "System Acceptance Certificate"
Exhibit E H-GAC Contract No. RA05-21

1.2. ADDENDUM (ADDENDA). Customer may elect to purchase professional or subscription services in addition to the System and related services. Any such services will be governed by the terms in the main body of the Agreement and an applicable Addendum containing terms specific to such service. Such Addenda will be labeled with the name of the service being purchased.

1.3 ORDER OF PRECEDENCE. In interpreting this Agreement and resolving any ambiguities: 1) the main body of this Agreement takes precedence over the exhibits (unless otherwise specified in an exhibit), and any inconsistency between Exhibits A through E will be resolved in their listed order, except that Exhibit E shall prevail over this entire Agreement in the event of a conflict, and 2) The applicable service Addendum will take precedence over the main body of the Agreement and the Exhibits.

Section 2 DEFINITIONS

Capitalized terms used in this Agreement have the following meanings:

"Acceptance Tests" means those tests described in the Acceptance Test Plan.

"Addendum (Addenda)" is the title of the document(s) containing a specific set of terms and conditions applicable to a particular service or other offering beyond the Communication System and System implementation services. The terms in the Addendum are applicable only to the specific service or offering described therein.

"Administrative User Credentials" means an account that has total access over the operating system, files, end user accounts and passwords at either the System level or box level. Customer's personnel with access to the Administrative User Credentials may be referred to as the Administrative User.

"Beneficial Use" means when Customer first uses the System or a Subsystem for operational purposes (excluding training or testing).

"Confidential Information" means all information consistent with the fulfillment of this Agreement that is (i) disclosed under this Agreement in oral, written, graphic, machine recognizable, and/or sample form, being clearly designated, labeled or marked as confidential or its equivalent or (ii) obtained by examination, testing or analysis of any hardware, software or any component part thereof provided by discloser to recipient. The nature and existence of this Agreement are considered Confidential Information. Confidential Information that is disclosed orally must be identified as confidential at the time of disclosure and confirmed by the discloser by submitting a written document to the recipient within thirty (30) days after such disclosure. The written document must contain a summary of the Confidential Information disclosed with enough specificity for identification purpose and must be labeled or marked as confidential or its equivalent.

"Contract Price" means the price for the System and implementation Services, including the H-GAC administrative fee, but excluding applicable sales or similar taxes and freight charges. Further, unless otherwise stated in Exhibit B, "Payment" or the pricing pages of the proposal, recurring fees for maintenance, SUA, or subscription services are not included in the Contract Price.

"Deliverables" means all written information (such as reports, specifications, designs, plans, drawings, analytics, Solution Data, or other technical or business information) that Motorola prepares for Customer in the performance of the Services and is obligated to provide to Customer under this Agreement. The Deliverables, if any, are more fully described in the Statement of Work.

"**Derivative Proprietary Materials**" means derivatives of the Proprietary Materials that Motorola may from time to time, including during the course of providing the Services, develop and/or use and/or to which Motorola provides Customer access.

"Effective Date" means that date upon which the last Party executes this Agreement.

"Equipment" means the hardware components of the Solution that Customer purchases from Motorola under this Agreement. Equipment that is part of the System is described in the Equipment List.

"**Feedback"** means comments or information, in oral or written form, given to Motorola by Customer in connection with or relating to Equipment or Services, during the term of this Agreement.

"Force Majeure" means an event, circumstance, or act that is beyond a Party's reasonable control, such as an act of God, an act of the public enemy, an act of a government entity, strikes, other labor disturbances, supplier performance, hurricanes, earthquakes, fires, floods, epidemics, embargoes, war,

riots, or any other similar cause.

"Motorola Software" means software that Motorola or its affiliated companies owns.

"Non-Motorola Software" means software that a party other than Motorola or its affiliated companies owns.

"Open Source Software" (also called "freeware" or "shareware") means software with either freely obtainable source code, license for modification, or permission for free distribution.

"Proprietary Materials" means certain software tools and/or other technical materials, including, but not limited to, data, modules, components, designs, utilities, subsets, objects, program listings, models, methodologies, programs, systems, analysis frameworks, leading practices and specifications which Motorola has developed prior to, or independently from, the provision of the Services and/or which Motorola licenses from third parties.

"Proprietary Rights" means the patents, patent applications, inventions, copyrights, trade secrets, trademarks, trade names, mask works, know-how, and other intellectual property rights in and to the Equipment and Software, including those created or produced by Motorola under this Agreement and any corrections, bug fixes, enhancements, updates or modifications to or derivative works from the Software whether made by Motorola or another party.

"Services" means system implementation, maintenance, support, subscription, or other professional services provided under this Agreement, which may be further described in the applicable Addendum and/or SOW.

"Software" (i) means proprietary software in object code format, and adaptations, translations, de-compilations, disassemblies, emulations, or derivative works of such software; (ii) means any modifications, enhancements, new versions and new releases of the software provided by Motorola; and (iii) may contain one or more items of software owned by a third party supplier. The term "Software" does not include any third party software provided under separate license or third party software not licensable under the terms of this Agreement.

"Software License Agreement" means the Motorola Software License Agreement (Exhibit A).

"Software Support Policy" ("SwSP") means the policy set forth at https://www.motorolasolutions.com/content/dam/msi/secure/services/software_policy.pdf describing the specific technical support that will be provided to Customers under the Warranty Period and during any paid maintenance support period for Motorola Software. This policy may be modified from time to time at Motorola's discretion.

"Solution" means the combination of the System(s) and Services provided by Motorola under this Agreement.

"Solution Data" means Customer data that is transformed, altered, processed, aggregated, correlated or operated on by Motorola, its vendors or other data sources and data that has been manipulated or retrieved using Motorola know-how to produce value-added content to data consumers, including customers or citizens which is made available to Customer with the Solution and Services.

"Specifications" means the functionality and performance requirements that are described in the Technical and Implementation Documents.

"SUA" or "SUA II" means Motorola's Software Upgrade Agreement program.

"Subsystem" means a major part of the System that performs specific functions or operations.

Subsystems are described in the Technical and Implementation Documents.

"System" means the Equipment, including incidental hardware and materials, Software, and design, installation and implementation services that are combined together into an integrated system; the System(s) is (are) described in the Technical and Implementation Documents.

"System Acceptance" means the Acceptance Tests have been successfully completed.

"**System Data**" means data created by, in connection with or in relation to Equipment or the performance of Services under this Agreement.

"Warranty Period" for System Hardware, Software, or services related to system implementation means one (1) year from the date of System Acceptance or Beneficial Use, whichever occurs first. Unless otherwise stated in the applicable Addendum, Warranty Period for other Services means ninety (90) days from performance of the Service.

Section 3 SCOPE OF AGREEMENT AND TERM

3.1. SCOPE OF WORK. Motorola will provide, install and test the System(s), and perform its other contractual responsibilities to provide the Solution, all in accordance with this Agreement. Customer will perform its contractual responsibilities in accordance with this Agreement.

3.2. CHANGE ORDERS. Either Party may request changes within the general scope of this Agreement. If a requested change causes an increase or decrease in the cost or time required to perform this Agreement, the Parties will agree to an equitable adjustment of the Contract Price or applicable subscription fees, Performance Schedule, or both, and will reflect the adjustment in a change order or Addendum. Neither Party is obligated to perform requested changes unless both Parties execute a written change order.

3.3. TERM. Unless terminated in accordance with other provisions of this Agreement or extended by mutual agreement of the Parties, the term of this Agreement begins on the Effective Date and continues until the date of Final Project Acceptance or expiration of the Warranty Period, or completion of the Services, whichever occurs last. The term and the effective date of recurring Services will be set forth in the applicable Addendum.

3.4. ADDITIONAL EQUIPMENT OR SOFTWARE. For three (3) years after the expiration date of the Agreement, Customer may order additional Equipment or Software, if it is then available. Each purchase order must refer to this Agreement, the expiration date of the Agreement, and must specify the pricing and delivery terms. The Parties agree that, notwithstanding expiration of the Agreement, the applicable provisions of this Agreement (except for pricing, delivery, passage of title and risk of loss to Equipment, warranty commencement, and payment terms) will govern the purchase and sale of the additional Equipment or Software. Additional or contrary terms in the purchase order will be inapplicable, unless signed by both parties. Title and risk of loss to additional Equipment will pass at shipment, warranty will commence upon delivery, and payment is due within thirty (30) days after the invoice date. Motorola will send Customer an invoice as the additional Equipment is shipped or Software is licensed. Alternatively, Customer may register with and place orders through the Motorola Solutions Customer Portal eCommerce Shop, and this Agreement will be the "Underlying Agreement" for those eCommerce transactions rather than the eCommerce Shop Terms and Conditions of Sale. eCommerce Shop registration and other information may be found at https://www.motorolasolutions.com/en_us/registration and the shop support telephone number is (800) 814-0601.

3.5. MOTOROLA SOFTWARE. Any Motorola Software, including subsequent releases, is licensed to Customer solely in accordance with the Software License Agreement. Customer hereby accepts and agrees to abide by all of the terms and restrictions of the Software License Agreement.

3.6. NON-MOTOROLA SOFTWARE. Any Non-Motorola Software is licensed to Customer in accordance with the standard license, terms, and restrictions of the copyright owner on the Effective Date unless the copyright owner has granted to Motorola the right to sublicense the Non-Motorola Software pursuant to the Software License Agreement, in which case it applies and the copyright owner will have all of Licensor's rights and protections under the Software License Agreement. Motorola makes no representations or warranties of any kind regarding Non-Motorola Software. Non-Motorola Software may include Open Source Software.

3.7. SUBSTITUTIONS. At no additional cost to Customer, Motorola may substitute any Equipment, Software, or services to be provided by Motorola, if the substitute meets or exceeds the Specifications and is of equivalent or better quality to the Customer. Any substitution will be reflected in a change order.

3.8. OPTIONAL EQUIPMENT OR SOFTWARE. This paragraph applies only if a "Priced Options" exhibit is shown in Section 1, or if the parties amend this Agreement to add a Priced Options exhibit. During the term of the option as stated in the Priced Options exhibit (or if no term is stated, then for one (1) year after the Effective Date), Customer has the right and option to purchase the equipment, software, and related services that are described in the Priced Options exhibit. Customer may exercise this option by giving written notice to Seller which must designate what equipment, software, and related services Customer is selecting (including quantities, if applicable). To the extent they apply, the terms and conditions of this Agreement will govern the transaction; however, the parties acknowledge that certain provisions must be agreed upon, and they agree to negotiate those in good faith promptly after Customer delivers the option exercise notice. Examples of provisions that may need to be negotiated are: specific lists of deliverables, statements of work, acceptance test plans, delivery and implementation schedules, payment terms, maintenance and support provisions, additions to or modifications of the Software License Agreement, hosting terms, and modifications to the acceptance and warranty provisions.

Section 4 SERVICES

4.1. If Customer desires and Motorola agrees to continue Services beyond the Term, Customer's issuance and Motorola's acceptance of a purchase order for Services will serve as an automatic extension of the Agreement for purposes of the continuing Services. Only the terms and conditions applicable to the performance of Services will apply to the extended Agreement.

4.2. During the Warranty Period, in addition to warranty services, Motorola will provide maintenance Services for the Equipment and support for the Motorola Software pursuant to the applicable maintenance and support Statements of Work. Support for the Motorola Software will be in accordance with Motorola's established Software Support Policy. Copies of the SwSP can be found at https://www.motorolasolutions.com/content/dam/msi/secure/services/software_policy.pdf and will be sent by mail, email or fax to Customer upon written request. Maintenance Services and support during the Warranty Period are included in the Contract Price. Unless already included in the Contract Price, if Customer wishes to purchase 1) additional maintenance or software support services during the Warranty Period; or 2) continue or expand maintenance, software support, installation, and/or SUA services after the Warranty Period, Motorola will provide the description of and pricing for such services in a separate proposal document. Unless otherwise agreed by the parties in writing, the terms and conditions in this Agreement applicable to maintenance, support, installation, and/or SUA Services, will be included in the Maintenance and Support Addendum, SUA Addendum, the applicable Statements of Work, and the proposal, (if applicable). These collective terms will govern the provision of such Services.

To obtain any such additional Services, Customer will issue a purchase order referring to this Agreement and the separate proposal document. Omission of reference to this Agreement in Customer's purchase order will not affect the applicability of this Agreement. Motorola's proposal may include a cover page entitled "Service Agreement" or "Installation Agreement", as applicable, and other attachments. These cover pages and other attachments are incorporated into this Agreement by this reference

4.3. PROFESSIONAL AND SUBSCRIPTION SERVICES. If Customer purchases professional or subscription Services as part of the Solution, additional or different terms specific to such Service will be included in the applicable Addendum and will apply to those Services. Customer may purchase additional professional or subscription services by issuing a purchase order referencing this Agreement and Motorola's proposal for such additional services.

4.4. Any information in the form of specifications, drawings, reprints, technical information or otherwise furnished to Customer in providing Services under this Agreement or Motorola data viewed, accessed, will remain Motorola's property, will be deemed proprietary, Confidential Information. This Confidential Information will be promptly returned at Motorola's request.

4.5. TOOLS. All tools, equipment, dies, gauges, models, drawings or other materials paid for or furnished by Motorola for the purpose of providing Services under this Agreement will be and remain the sole property of Motorola. Customer will safeguard all such property while it is in Customer's custody or control, be liable for any loss or damage to this property, and return it to Motorola upon request. This property will be held by Customer for Motorola's use without charge and may be removed from Customer's premises by Motorola at any time without restriction. Upon termination of the contract for any reason, Customer shall return to Motorola all equipment delivered to Customer.

4.6. COVENANT NOT TO EMPLOY. During the term of this Agreement and continuing for a period of two (2) years thereafter, Customer will not hire, engage on contract, solicit the employment of, or recommend employment to any third party of any employee of Motorola or its subcontractors without the prior written authorization of Motorola. This provision applies only to those employees of Motorola or its subcontractors who are responsible for rendering Services under this Agreement. If this provision is found to be overly broad under applicable law, it will be modified as necessary to conform to applicable law.

4.7. CUSTOMER OBLIGATIONS. If the applicable Statement of Work or Addendum contains assumptions that affect the Services or Deliverables, Customer will verify that they are accurate and complete. Any information that Customer provides to Motorola concerning the Services or Deliverables will be accurate and complete in all material respects. Customer will make timely decisions and obtain any required management approvals that are reasonably necessary for Motorola to perform the Services and its other duties under this Agreement. Unless the Statement of Work states the contrary, Motorola may rely upon and is not required to evaluate, confirm, reject, modify, or provide advice concerning any assumptions and Customer-provided information, decisions and approvals described in this paragraph.

4.8. ASSUMPTIONS. If any assumptions or conditions contained in this Agreement, applicable Addenda or Statements of Work prove to be incorrect or if Customer's obligations are not performed, Motorola's ability to perform under this Agreement may be impacted and changes to the Contract Price, subscription fees, project schedule, Deliverables, or other changes may be necessary.

4.9. NON-PRECLUSION. If, as a result of the Services performed under this Agreement, Motorola recommends that Customer purchase products or other services, nothing in this Agreement precludes Motorola from participating in a future competitive bidding process or otherwise offering or selling the recommended products or other services to Customer. Customer represents that this paragraph does not violate its procurement or other laws, regulations, or policies.

4.10. PROPRIETARY MATERIALS. Customer acknowledges that Motorola may use and/or provide Customer with access to Proprietary Materials and Derivative Proprietary Materials. The Proprietary Materials and the Derivative Proprietary Materials are the sole and exclusive property of Motorola and Motorola retains all right, title and interest in and to the Proprietary Materials and Derivative Proprietary Materials.

4.11. ADDITIONAL SERVICES. Any services performed by Motorola outside the scope of this Agreement at the direction of Customer will be considered to be additional Services which are subject to additional charges. Any agreement to perform additional Services will be reflected in a written and executed change order, Addendum or amendment to this Agreement.

Section 5 PERFORMANCE SCHEDULE

The Parties will perform their respective responsibilities in accordance with the Performance Schedule. By executing this Agreement, Customer authorizes Motorola to proceed with contract performance.

Section 6 CONTRACT PRICE, PAYMENT AND INVOICING

6.1. Customer affirms that a purchase order or notice to proceed is not required for contract performance or for subsequent years of service, if any, and that sufficient funds have been appropriated in accordance with applicable law. The Customer will pay all invoices as received from Motorola and any changes in scope will be subject to the change order process as described in this Agreement. At the time of execution of this Agreement, the Customer will provide all necessary reference information to include on invoices for payment in accordance with this Agreement.

6.2. CONTRACT PRICE. The Contract Price in U.S. dollars is $4,820,594.00, which includes the H-GAC administrative fee. Motorola will pay H-GAC's administrative fee in accordance with the payment terms of the Motorola/H-GAC Contract No. RA05-21. If applicable, a pricing summary is included with the Payment schedule in Exhibit B. Motorola has priced the Services, Software, and Equipment as an integrated System. A change in Software or Equipment quantities, or Services, may affect the overall Contract Price, including discounts if applicable. Fees for professional, SUA, and/or subscription services which are not included in the Contract Price may be listed in Exhibit B, the pricing pages of the proposal, or the applicable Addendum.

6.3. INVOICING AND PAYMENT. Motorola will submit invoices to Customer according to the Payment schedule in Exhibit B. Invoices will be mailed or emailed to Customer pursuant to Section 6.5, Invoicing and Shipping Addresses. Except for a payment that is due on the Effective Date, Customer will make payments to Motorola within thirty (30) days after the date of each invoice. Customer will make payments when due in the form of a wire transfer, check, or cashier's check from a U.S. financial institution. Overdue invoices will bear simple interest at the maximum allowable rate. For reference, the Federal Tax Identification Number for Motorola is 36-1115800.

6.4. FREIGHT, TITLE, AND RISK OF LOSS. Motorola will pre-pay and add all freight charges to the invoices. Title and risk of loss to the Equipment will pass to Customer upon shipment. Title to Software will not pass to Customer at any time. Motorola will pack and ship all Equipment in accordance with good commercial practices.

6.5. INVOICING AND SHIPPING ADDRESSES. Invoices will be sent to the Customer at the following address:
Name:_____
Address:_____
Phone:_____

E-INVOICE. To receive invoices via email:
Customer Account Number:_____
Customer Accounts Payable Email:_____
Customer CC(optional) Email: _____

The address which is the ultimate destination where the Equipment will be delivered to Customer is:
Name:_____
Address:_____

The Equipment will be shipped to the Customer at the following address (insert if this information is known):
Name:_____
Address:_____
Phone:_____

Customer may change this information by giving written notice to Motorola.

Section 7 SITES AND SITE CONDITIONS

7.1. ACCESS TO SITES. In addition to its responsibilities described elsewhere in this Agreement, Customer will provide a designated project manager; all necessary construction and building permits, zoning variances, licenses, and any other approvals that are necessary to develop or use the sites and mounting locations; and access to the worksites or vehicles identified in the Technical and Implementation Documents as reasonably requested by Motorola so that it may perform its duties in accordance with the Performance Schedule and Statement of Work. If the Statement of Work so indicates, Motorola may assist Customer in the local building permit process.

7.2. SITE CONDITIONS. Customer will ensure that all work sites it provides will be safe, secure, and in compliance with all applicable industry and OSHA standards. To the extent applicable and unless the Statement of Work states to the contrary, Customer will ensure that these work sites have adequate: physical space; air conditioning and other environmental conditions; adequate and appropriate electrical power outlets, distribution, equipment and connections; and adequate telephone or other communication lines (including modem access and adequate interfacing networking capabilities), all for the installation, use and maintenance of the System. Before installing the Equipment or Software at a work site, Motorola may inspect the work site and advise Customer of any apparent deficiencies or non-conformities with the requirements of this Section. This Agreement is predicated upon normal soil conditions as defined by the version of E.I.A. standard RS-222 in effect on the Effective Date.

7.3. SITE ISSUES. If a Party determines that the sites identified in the Technical and Implementation Documents are no longer available or desired, or if subsurface, structural, adverse environmental or latent conditions at any site differ from those indicated in the Technical and Implementation Documents, the Parties will promptly investigate the conditions and will select replacement sites or adjust the installation plans and specifications as necessary. If change in sites or adjustment to the installation plans and specifications causes a change in the cost or time to perform, the Parties will equitably amend the Contract Price, Performance Schedule, or both, by a change order.

Section 8 TRAINING

Any training to be provided by Motorola to Customer will be described in the applicable Statement of Work. Customer will notify Motorola immediately if a date change for a scheduled training program is required. If Motorola incurs additional costs because Customer reschedules a training program less than thirty (30) days before its scheduled start date, Motorola may recover these additional costs.

Section 9 SYSTEM ACCEPTANCE

9.1. COMMENCEMENT OF ACCEPTANCE TESTING. Motorola will provide to Customer at least ten (10) days notice before the Acceptance Tests commence. System testing will occur only in accordance with the Acceptance Test Plan.

9.2. SYSTEM ACCEPTANCE. System Acceptance will occur upon successful completion of the Acceptance Tests. Upon System Acceptance, the Parties will memorialize this event by promptly executing a System Acceptance Certificate. If the Acceptance Test Plan includes separate tests for individual Subsystems or phases of the System, acceptance of the individual Subsystem or phase will

occur upon the successful completion of the Acceptance Tests for the Subsystem or phase, and the Parties will promptly execute an acceptance certificate for the Subsystem or phase. If Customer believes the System has failed the completed Acceptance Tests, Customer will provide to Motorola a written notice that includes the specific details of the failure. If Customer does not provide to Motorola a failure notice within thirty (30) days after completion of the Acceptance Tests, System Acceptance will be deemed to have occurred as of the completion of the Acceptance Tests. Minor omissions or variances in the System that do not materially impair the operation of the System as a whole will not postpone System Acceptance or Subsystem acceptance, but will be corrected according to a mutually agreed schedule.

9.3. BENEFICIAL USE. Customer acknowledges that Motorola's ability to perform its implementation and testing responsibilities may be impeded if Customer begins using the System before System Acceptance. Therefore, Customer will not commence Beneficial Use before System Acceptance without Motorola's prior written authorization, which will not be unreasonably withheld. Motorola is not responsible for System performance deficiencies that occur during unauthorized Beneficial Use. Upon commencement of Beneficial Use, Customer assumes responsibility for the use and operation of the System.

9.4. FINAL PROJECT ACCEPTANCE. Final Project Acceptance will occur after System Acceptance when all deliverables and other work have been completed. When Final Project Acceptance occurs, the parties will promptly memorialize this final event by so indicating on the System Acceptance Certificate.

Section 10 REPRESENTATIONS AND WARRANTIES

10.1. SYSTEM FUNCTIONALITY. Motorola represents that the System will perform in accordance with the Specifications in all material respects. Upon System Acceptance or Beneficial Use, whichever occurs first, this System functionality representation is fulfilled. Motorola is not responsible for System performance deficiencies that are caused by ancillary equipment not furnished by Motorola which is attached to or used in connection with the System or for reasons or parties beyond Motorola's control, such as natural causes; the construction of a building that adversely affects the microwave path reliability or radio frequency (RF) coverage; the addition of frequencies at System sites that cause RF interference or intermodulation; or Customer changes to load usage or configuration outside the Specifications.

10.2. EQUIPMENT WARRANTY. During the Warranty Period, Motorola warrants that the Equipment under normal use and service will be free from material defects in materials and workmanship. If System Acceptance is delayed beyond six (6) months after shipment of the Equipment by events or causes beyond Motorola's control, this warranty expires eighteen (18) months after the shipment of the Equipment.

10.3. SOFTWARE WARRANTY. Except as described in the SwSP and unless otherwise stated in the Software License Agreement, during the Warranty Period, Motorola warrants the Software in accordance with the warranty terms set forth in the Software License Agreement and the provisions of this Section that are applicable to the Software. If System Acceptance is delayed beyond six (6) months after shipment of the Motorola Software by events or causes beyond Motorola's control, this warranty expires eighteen (18) months after the shipment of the Motorola Software. **Nothing in this Warranty provision is intended to conflict or modify the Software Support Policy. In the event of an ambiguity or conflict between the Software Warranty and Software Support Policy, the Software Support Policy governs.**

10.4. EXCLUSIONS TO EQUIPMENT AND SOFTWARE WARRANTIES. These warranties do not apply to: (i) defects or damage resulting from: use of the Equipment or Software in other than its normal, customary, and authorized manner; accident, liquids, neglect, or acts of God; testing, maintenance, disassembly, repair, installation, alteration, modification, or adjustment not provided or authorized in writing by Motorola; Customer's failure to comply with all applicable industry and OSHA standards; (ii) breakage of or damage to antennas unless caused directly by defects in material or workmanship; (iii) Equipment that has had the serial number removed or made illegible; (iv) batteries (because they carry

their own separate limited warranty) or consumables; (v) freight costs to ship Equipment to the repair depot; (vi) scratches or other cosmetic damage to Equipment surfaces that does not affect the operation of the Equipment; and (vii) normal or customary wear and tear.

10.5. SERVICE WARRANTY. During the Warranty Period, Motorola warrants that the Services will be provided in a good and workmanlike manner and will conform in all material respects to the applicable Statement of Work. Services will be free of defects in materials and workmanship for a period of ninety (90) days from the date the performance of the Services are completed. Customer acknowledges that the Deliverables may contain recommendations, suggestions or advice from Motorola to Customer (collectively, "recommendations"). Motorola makes no warranties concerning those recommendations, and Customer alone accepts responsibility for choosing whether and how to implement the recommendations and the results to be realized from implementing them.

10.6. WARRANTY CLAIMS. To assert a warranty claim, Customer must notify Motorola in writing of the claim before the expiration of the Warranty Period. Upon receipt of this notice, Motorola will investigate the warranty claim. If this investigation confirms a valid Equipment or Software warranty claim, Motorola will (at its option and at no additional charge to Customer) repair the defective Equipment or Motorola Software, replace it with the same or equivalent product, or refund the price of the defective Equipment or Motorola Software. These actions will be the full extent of Motorola's liability for the warranty claim. In the event of a valid Services warranty claim, Customer's sole remedy is to require Motorola to re-perform the non-conforming Service or to refund, on a pro-rata basis, the fees paid for the non-conforming Service. If this investigation indicates the warranty claim is not valid, then Motorola may invoice Customer for responding to the claim on a time and materials basis using Motorola's then current labor rates. Repaired or replaced product is warranted for the balance of the original applicable warranty period. All replaced products or parts will become the property of Motorola.

10.7. ORIGINAL END USER IS COVERED. These express limited warranties are extended by Motorola to the original user purchasing the System or Services for commercial, industrial, or governmental use only, and are not assignable or transferable.

10.8. DISCLAIMER OF OTHER WARRANTIES. THESE WARRANTIES ARE THE COMPLETE WARRANTIES FOR THE EQUIPMENT AND MOTOROLA SOFTWARE PROVIDED UNDER THIS AGREEMENT AND ARE GIVEN IN LIEU OF ALL OTHER WARRANTIES. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE.

Section 11 DELAYS

11.1. FORCE MAJEURE. Neither Party will be liable for its non-performance or delayed performance if caused by a Force Majeure. A Party that becomes aware of a Force Majeure that will significantly delay performance will notify the other Party promptly (but in no event later than fifteen days) after it discovers the Force Majeure. If a Force Majeure occurs, the Parties will execute a change order to extend the Performance Schedule or applicable Addenda for a time period that is reasonable under the circumstances.

11.2. PERFORMANCE SCHEDULE DELAYS CAUSED BY CUSTOMER. If Customer (including its other contractors) delays the Performance Schedule, it will make the promised payments according to the Payment schedule as if no delay occurred; and the Parties will execute a change order to extend the Performance Schedule and, if requested, compensate Motorola for all reasonable charges incurred because of the delay. Delay charges may include costs incurred by Motorola or its subcontractors for additional freight, warehousing and handling of Equipment; extension of the warranties; travel; suspending and re-mobilizing the work; additional engineering, project management, and standby time calculated at then current rates; and preparing and implementing an alternative implementation plan.

Section 12 DISPUTES

The Parties will use the following procedure to address any dispute arising under this Agreement (a "Dispute").

12.1. GOVERNING LAW. This Agreement will be governed by and construed in accordance with the laws of the State in which the System is installed.

12.2. NEGOTIATION. Either Party may initiate the Dispute resolution procedures by sending a notice of Dispute ("Notice of Dispute"). The Parties will attempt to resolve the Dispute promptly through good faith negotiations including 1) timely escalation of the Dispute to executives who have authority to settle the Dispute and who are at a higher level of management than the persons with direct responsibility for the matter and 2) direct communication between the executives. If the Dispute has not been resolved within ten (10) days from the Notice of Dispute, the Parties will proceed to mediation.

12.3. MEDIATION. The Parties will choose an independent mediator within thirty (30) days of a notice to mediate from either Party ("Notice of Mediation"). Neither Party may unreasonably withhold consent to the selection of a mediator. If the Parties are unable to agree upon a mediator, either Party may request that American Arbitration Association nominate a mediator. Each Party will bear its own costs of mediation, but the Parties will share the cost of the mediator equally. Each Party will participate in the mediation in good faith and will be represented at the mediation by a business executive with authority to settle the Dispute.

12.4. LITIGATION, VENUE and JURISDICTION. If a Dispute remains unresolved for sixty (60) days after receipt of the Notice of Mediation, either Party may then submit the Dispute to a court of competent jurisdiction in the state in which the System is installed. Each Party irrevocably agrees to submit to the exclusive jurisdiction of the courts in such state over any claim or matter arising under or in connection with this Agreement.

12.5. CONFIDENTIALITY. All communications pursuant to subsections 12.2 and 12.3 will be treated as compromise and settlement negotiations for purposes of applicable rules of evidence and any additional confidentiality protections provided by applicable law. The use of these Dispute resolution procedures will not be construed under the doctrines of laches, waiver or estoppel to affect adversely the rights of either Party.

Section 13 DEFAULT AND TERMINATION

13.1. DEFAULT BY A PARTY. If either Party fails to perform a material obligation under this Agreement, the other Party may consider the non-performing Party to be in default (unless a Force Majeure causes the failure) and may assert a default claim by giving the non-performing Party a written and detailed notice of default. Except for a default by Customer for failing to pay any amount when due under this Agreement which must be cured immediately, the defaulting Party will have thirty (30) days after receipt of the notice of default to either cure the default or, if the default is not curable within thirty (30) days, provide a written cure plan. The defaulting Party will begin implementing the cure plan immediately after receipt of notice by the other Party that it approves the plan. If Customer is the defaulting Party, Motorola may stop work on the project until it approves the Customer's cure plan.

13.2. FAILURE TO CURE. If a defaulting Party fails to cure the default as provided above in Section 13.1, unless otherwise agreed in writing, the non-defaulting Party may terminate any unfulfilled portion of this Agreement. In the event of termination for default, the defaulting Party will promptly return to the non-defaulting Party any of its Confidential Information. If Customer is the non-defaulting Party, terminates this Agreement as permitted by this Section, and completes the System through a third Party, Customer may as its exclusive remedy recover from Motorola reasonable costs incurred to complete the System to a capability not exceeding that specified in this Agreement less the unpaid portion of the Contract Price. Customer will mitigate damages and provide Motorola with detailed invoices substantiating the charges.

In the event Customer elects to terminate this Agreement for any reason other than default, Customer shall pay Motorola for the conforming Equipment and/or Software delivered and all services performed.

Section 14 INDEMNIFICATION

14.1. GENERAL INDEMNITY BY Motorola. Motorola will indemnify and hold Customer harmless from any and all liability, expense, judgment, suit, cause of action, or demand for personal injury, death, or direct damage to tangible property which may accrue against Customer to the extent it is caused by the negligence of Motorola, its subcontractors, or their employees or agents, while performing their duties under this Agreement, if Customer gives Motorola prompt, written notice of any claim or suit. Customer will cooperate with Motorola in its defense or settlement of the claim or suit. This Section sets forth the full extent of Motorola's general indemnification of Customer from liabilities that are in any way related to Motorola's performance under this Agreement.

14.2. GENERAL INDEMNITY BY CUSTOMER. Customer will indemnify and hold Motorola harmless from any and all liability, expense, judgment, suit, cause of action, or demand for personal injury, death, or direct damage to tangible property which may accrue against Motorola to the extent it is caused by the negligence of Customer, its other contractors, or their employees or agents, while performing their duties under this Agreement, if Motorola gives Customer prompt, written notice of any the claim or suit. Motorola will cooperate with Customer in its defense or settlement of the claim or suit. This Section sets forth the full extent of Customer's general indemnification of Motorola from liabilities that are in any way related to Customer's performance under this Agreement.

14.3. PATENT AND COPYRIGHT INFRINGEMENT.

14.3.1. Motorola will defend at its expense any suit brought against Customer to the extent it is based on a third-party claim alleging that the Equipment manufactured by Motorola or the Motorola Software ("Motorola Product") directly infringes a United States patent or copyright ("Infringement Claim"). Motorola's duties to defend and indemnify are conditioned upon: Customer promptly notifying Motorola in writing of the Infringement Claim; Motorola having sole control of the defense of the suit and all negotiations for its settlement or compromise; and Customer providing to Motorola cooperation and, if requested by Motorola, reasonable assistance in the defense of the Infringement Claim. In addition to Motorola's obligation to defend, and subject to the same conditions, Motorola will pay all damages finally awarded against Customer by a court of competent jurisdiction for an Infringement Claim or agreed to, in writing, by Motorola in settlement of an Infringement Claim.

14.3.2 If an Infringement Claim occurs, or in Motorola's opinion is likely to occur, Motorola may at its option and expense: (a) procure for Customer the right to continue using the Motorola Product; (b) replace or modify the Motorola Product so that it becomes non-infringing while providing functionally equivalent performance; or (c) accept the return of the Motorola Product and grant Customer a credit for the Motorola Product, less a reasonable charge for depreciation. The depreciation amount will be calculated based upon generally accepted accounting standards.

14.3.3 Motorola will have no duty to defend or indemnify for any Infringement Claim that is based upon: (a) the combination of the Motorola Product with any software, apparatus or device not furnished by Motorola; (b) the use of ancillary equipment or software not furnished by Motorola and that is attached to or used in connection with the Motorola Product; (c) Motorola Product designed or manufactured in accordance with Customer's designs, specifications, guidelines or instructions, if the alleged infringement would not have occurred without such designs, specifications, guidelines or instructions; (d) a modification of the Motorola Product by a party other than Motorola; (e) use of the Motorola Product in a manner for which the Motorola Product was not designed or that is inconsistent with the terms of this Agreement; or (f) the failure by Customer to install an enhancement release to the Motorola Software that is intended to correct the claimed infringement. In no event will Motorola's liability resulting from its indemnity obligation to Customer extend in any way to royalties payable on a per use basis or the Customer's revenues, or any royalty basis other than a reasonable royalty based upon revenue derived

by Motorola from Customer from sales or license of the infringing Motorola Product.

14.3.4. This Section 14 provides Customer's sole and exclusive remedies and Motorola's entire liability in the event of an Infringement Claim. Customer has no right to recover and Motorola has no obligation to provide any other or further remedies, whether under another provision of this Agreement or any other legal theory or principle, in connection with an Infringement Claim. In addition, the rights and remedies provided in this Section 14 are subject to and limited by the restrictions set forth in Section 15.

Section 15 LIMITATION OF LIABILITY

Except for personal injury or death, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, indemnification, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of the Equipment, Software, or implementation and other one-time Services with respect to which losses or damages are claimed. With respect to all subscription or other ongoing Services and unless as otherwise provided under the applicable Addenda, Motorola's total liability will be limited to the direct damages recoverable under law, but not to exceed the price of twelve (12) months of Services preceding the incident giving rise to the claim. ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS, INCONVENIENCE, LOSS OF USE, LOSS TIME, DATA, GOODWILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT, THE SALE OR USE OF THE EQUIPMENT OR SOFTWARE, OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT. This limitation of liability provision survives the expiration or termination of the Agreement and applies notwithstanding any contrary provision. No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than one (1) year after the accrual of the cause of action, except for money due upon an open account.

Section 16 CONFIDENTIALITY AND PROPRIETARY RIGHTS

16.1. CONFIDENTIAL INFORMATION.

16.1.1. Each party is a disclosing party ("Discloser") and a receiving party ("Recipient") under this Agreement. All Deliverables will be deemed to be Motorola's Confidential Information. During the term of this Agreement and for a period of three (3) years from the expiration or termination of this Agreement, Recipient will (i) not disclose Confidential Information to any third party; (ii) restrict disclosure of Confidential Information to only those employees (including, but not limited to, employees of any wholly owned subsidiary, a parent company, any other wholly owned subsidiaries of the same parent company), agents or consultants who must be directly involved with the Confidential Information for the purpose and who are bound by confidentiality terms substantially similar to those in this Agreement; (iii) not copy, reproduce, reverse engineer, decompile, or disassemble any Confidential Information; (iv) use the same degree of care as for its own information of like importance, but at least use reasonable care, in safeguarding against disclosure of Confidential Information; (v) promptly notify Discloser upon discovery of any unauthorized use or disclosure of the Confidential Information and take reasonable steps to regain possession of the Confidential Information and prevent further unauthorized actions or other breach of this Agreement; and (vi) only use the Confidential Information as needed to fulfill this Agreement.

16.1.2. Recipient is not obligated to maintain as confidential, Confidential Information that Recipient can demonstrate by documentation (i) is now available or becomes available to the public without breach of this agreement; (ii) is explicitly approved for release by written authorization of Discloser; (iii) is lawfully obtained from a third party or parties without a duty of confidentiality; (iv) is known to the Recipient prior to such disclosure; or (v) is independently developed by Recipient without the use of any of Discloser's Confidential Information or any breach of this Agreement.

16.1.3. All Confidential Information remains the property of the Discloser and will not be copied or reproduced without the express written permission of the Discloser, except for copies that are absolutely necessary in order to fulfill this Agreement. Within ten (10) days of receipt of Discloser's written request, Recipient will return all Confidential Information to Discloser along with all copies and portions thereof, or certify in writing that all such Confidential Information has been destroyed. However, Recipient may retain one (1) archival copy of the Confidential Information that it may use only in case of a dispute concerning this Agreement. No license, express or implied, in the Confidential Information is granted other than to use the Confidential Information in the manner and to the extent authorized by this Agreement. The Discloser warrants that it is authorized to disclose any Confidential Information it discloses pursuant to this Agreement.

16.2. PRESERVATION OF MOTOROLA'S PROPRIETARY RIGHTS. Motorola, the third party manufacturer of any Equipment, and the copyright owner of any Non-Motorola Software own and retain all of their respective Proprietary Rights in the Equipment and Software, and nothing in this Agreement is intended to restrict their Proprietary Rights. All intellectual property developed, originated, or prepared by Motorola in connection with providing to Customer the Equipment, Software, or related services remain vested exclusively in Motorola, and this Agreement does not grant to Customer any shared development rights of intellectual property. Except as explicitly provided in the Software License Agreement, Motorola does not grant to Customer, either directly or by implication, estoppel, or otherwise, any right, title or interest in Motorola's Proprietary Rights. Customer will not modify, disassemble, peel components, decompile, otherwise reverse engineer or attempt to reverse engineer, derive source code or create derivative works from, adapt, translate, merge with other software, reproduce, distribute, sublicense, sell or export the Software, or permit or encourage any third party to do so. The preceding sentence does not apply to Open Source Software which is governed by the standard license of the copyright owner.

16.3 VOLUNTARY DISCLOSURE. Except as required to fulfill its obligations under this Agreement, Motorola will have no obligation to provide Customer with access to its Confidential Information and/or proprietary information. Under no circumstances will Motorola be required to provide any data related to cost and pricing.

16.4 DATA AND FEEDBACK.

16.4.1 To the extent permitted by law, Customer owns all right, title and interest in System Data created solely by it or its agents (hereafter, "Customer Data"), and grants to Motorola the right to use, host, cache, store, reproduce, copy, modify, combine, analyze, create derivatives from, communicate, transmit, publish, display, and distribute such Customer Data.

16.4.2 Motorola owns all right, title and interest in data resulting from System Data that is or has been transformed, altered, processed, aggregated, correlated or operated on (hereafter, "Derivative Data").

16.4.3 Any Feedback given by Customer is and will be entirely voluntary and, even if designated as confidential, will not create any confidentiality obligation for Motorola. Motorola will be free to use, reproduce, license or otherwise distribute and exploit the Feedback without any obligation to Customer. Customer acknowledges that Motorola's receipt of the Feedback does not imply or create recognition by Motorola of either the novelty or originality of any idea. The parties further agree that all fixes, modifications and improvements made to Motorola products or services conceived of or made by Motorola that are based, either in whole or in part, on the Feedback are the exclusive property of Motorola and all right, title and interest in and to such fixes, modifications or improvements to the Motorola product or service will vest solely in Motorola.

Section 17 GENERAL

17.1. TAXES. The Contract Price does not include any excise, sales, lease, use, property, or other taxes, assessments or duties, all of which will be paid by Customer except as exempt by law. If Motorola

is required to pay any of these taxes, Motorola will send an invoice to Customer and Customer will pay to Motorola the amount of the taxes (including any interest and penalties) within thirty (30) days after the date of the invoice. Customer will be solely responsible for reporting the Equipment for personal property tax purposes, and Motorola will be solely responsible for reporting taxes on its income or net worth.

17.2. ASSIGNABILITY AND SUBCONTRACTING. Except as provided herein, neither Party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party, which consent will not be unreasonably withheld. Any attempted assignment, delegation, or transfer without the necessary consent will be void. Notwithstanding the foregoing, Motorola may assign this Agreement to any of its affiliates or its right to receive payment without the prior consent of Customer. In addition, in the event Motorola separates one or more of its businesses (each a "Separated Business"), whether by way of a sale, establishment of a joint venture, spin-off or otherwise (each a "Separation Event"), Motorola may, without the prior written consent of the other Party and at no additional cost to Motorola, assign this Agreement such that it will continue to benefit the Separated Business and its affiliates (and Motorola and its affiliates, to the extent applicable) following the Separation Event. Motorola may subcontract any of the work, but subcontracting will not relieve Motorola of its duties under this Agreement.

17.3. WAIVER. Failure or delay by either Party to exercise a right or power under this Agreement will not be a waiver of the right or power. For a waiver of a right or power to be effective, it must be in a writing signed by the waiving Party. An effective waiver of a right or power will not be construed as either a future or continuing waiver of that same right or power, or the waiver of any other right or power.

17.4. SEVERABILITY. If a court of competent jurisdiction renders any part of this Agreement invalid or unenforceable, that part will be severed and the remainder of this Agreement will continue in full force and effect.

17.5. INDEPENDENT CONTRACTORS. Each Party will perform its duties under this Agreement as an independent contractor. The Parties and their personnel will not be considered to be employees or agents of the other Party. Nothing in this Agreement will be interpreted as granting either Party the right or authority to make commitments of any kind for the other. This Agreement will not constitute, create, or be interpreted as a joint venture, partnership or formal business organization of any kind.

17.6. HEADINGS AND SECTION REFERENCES. The section headings in this Agreement are inserted only for convenience and are not to be construed as part of this Agreement or as a limitation of the scope of the particular section to which the heading refers. This Agreement will be fairly interpreted in accordance with its terms and conditions and not for or against either Party.

17.7. NOTICES. Notices required under this Agreement to be given by one Party to the other must be in writing and either personally delivered or sent to the address provided by the other Party by certified mail, return receipt requested and postage prepaid (or by a recognized courier service, such as Federal Express, UPS, or DHL), or by facsimile with correct answerback received, and will be effective upon receipt.

17.8. COMPLIANCE WITH APPLICABLE LAWS. Each Party will comply with all applicable federal, state, and local laws, regulations and rules concerning the performance of this Agreement or use of the System. Customer will obtain and comply with all Federal Communications Commission ("FCC") licenses and authorizations required for the installation, operation and use of the System before the scheduled

installation of the Equipment. Although Motorola might assist Customer in the preparation of its FCC license applications, neither Motorola nor any of its employees is an agent or representative of Customer in FCC or other matters.

17.9 FUTURE REGULATORY REQUIREMENTS. The Parties acknowledge and agree that this is an evolving technological area and therefore, laws and regulations regarding Services and use of Solution may change. Changes to existing Services or the Solution required to achieve regulatory compliance may be available for an additional fee. Any required changes may also impact the price for Services.

17.10. AUTHORITY TO EXECUTE AGREEMENT. Each Party represents that it has obtained all necessary approvals, consents and authorizations to enter into this Agreement and to perform its duties under this Agreement; the person executing this Agreement on its behalf has the authority to do so; upon execution and delivery of this Agreement by the Parties, it is a valid and binding contract, enforceable in accordance with its terms; and the execution, delivery, and performance of this Agreement does not violate any bylaw, charter, regulation, law or any other governing authority of the Party.

17.11. ADMINISTRATOR LEVEL ACCOUNT ACCESS. If applicable to the type of System purchased by Customer, Motorola will provide Customer with Administrative User Credentials. Customer agrees to only grant access to the Administrative User Credentials to those personnel with the training and experience to correctly use them. Customer is responsible for protecting Administrative User Credentials from disclosure and maintaining Credential validity by, among other things, updating passwords when required. Customer may be asked to provide valid Administrative User Credentials when in contact with Motorola System support personnel. Customer understands that changes made as the Administrative User can significantly impact the performance of the System. Customer agrees that it will be solely responsible for any negative impact on the System or its users by any such changes. System issues occurring as a result of changes made using the Administrative User Credentials may impact Motorola's ability to perform Services or other obligations under the Agreement. In such cases, a revision to the appropriate provisions of the Agreement, including the Statement of Work, may be necessary. To the extent Motorola provides assistance to correct any issues caused by or arising out of the use of or failure to maintain Administrative User Credentials, Motorola will be entitled to bill Customer and Customer will pay Motorola on a time and materials basis for resolving the issue.

17.12. SURVIVAL OF TERMS. The following provisions will survive the expiration or termination of this Agreement for any reason: Section 3.5 (Motorola Software); Section 3.6 (Non-Motorola Software); if any payment obligations exist, Sections 6.2 and 6.3 (Contract Price and Invoicing and Payment); Subsection 10.8 (Disclaimer of Implied Warranties); Section 12 (Disputes); Section 15 (Limitation of Liability); and Section 16 (Confidentiality and Proprietary Rights); and all of the General provisions in Section 17.

17.13. ENTIRE AGREEMENT. This Agreement, including all Exhibits, constitutes the entire agreement of the Parties regarding the subject matter of the Agreement and supersedes all previous agreements, proposals, and understandings, whether written or oral, relating to this subject matter. This Agreement may be executed in multiple counterparts, and shall have the same legal force and effect as if the Parties had executed it as a single document. The Parties may sign in writing, or by electronic signature, including by email. An electronic signature, or a facsimile copy or computer image, such as a PDF or tiff image, of a signature, shall be treated as and shall have the same effect as an original signature. In addition, an electronic signature, a true and correct facsimile copy or computer image of this Agreement shall be treated as and shall have the same effect as an original signed copy of this document. This Agreement may be amended or modified only by a written instrument signed by authorized

representatives of both Parties. The preprinted terms and conditions found on any Customer purchase or purchase order, acknowledgment or other form will not be considered an amendment or modification of this Agreement, even if a representative of each Party signs that document.

The Parties hereby enter into this Agreement as of the Effective Date.

Motorola Solutions, Inc.	**Customer**
By: _____	By: _____
Name: Clay Cassard	Name: James Hotopp
Title: MSSSI Vice President	Title: City Manager
Date: October 05, 2021	Date: December 29, 2021

Exhibit A

MOTOROLA SOFTWARE LICENSE AGREEMENT

This Exhibit A Motorola Software License Agreement ("Agreement") is between Motorola Solutions, Inc., (“Motorola"), and City of Weatherford (“Licensee”).

For good and valuable consideration, the parties agree as follows:

Section 1 DEFINITIONS

1.1 “Designated Products” means products provided by Motorola to Licensee with which or for which the Software and Documentation is licensed for use.

1.2 “Documentation” means product and software documentation that specifies technical and performance features and capabilities, and the user, operation and training manuals for the Software (including all physical or electronic media upon which such information is provided).

1.3 “Open Source Software” means software with either freely obtainable source code, license for modification, or permission for free distribution.

1.4 “Open Source Software License” means the terms or conditions under which the Open Source Software is licensed.

1.5 “Primary Agreement” means the agreement to which this exhibit is attached.

1.6 “Security Vulnerability” means a flaw or weakness in system security procedures, design, implementation, or internal controls that could be exercised (accidentally triggered or intentionally exploited) and result in a security breach such that data is compromised, manipulated or stolen or the system damaged.

1.7 “Software” (i) means proprietary software in object code format, and adaptations, translations, de-compilations, disassemblies, emulations, or derivative works of such software; (ii) means any modifications, enhancements, new versions and new releases of the software provided by Motorola; and (iii) may contain one or more items of software owned by a third party supplier. The term "Software" does not include any third party software provided under separate license or third party software not licensable under the terms of this Agreement.

Section 2 SCOPE

Motorola and Licensee enter into this Agreement in connection with Motorola's delivery of certain proprietary software or products containing embedded or pre-loaded proprietary software, or both. This Agreement contains the terms and conditions of the license Motorola is providing to Licensee, and Licensee’s use of the proprietary software and affiliated documentation.

Section 3 GRANT OF LICENSE

3.1. Subject to the provisions of this Agreement and the payment of applicable license fees, Motorola grants to Licensee a personal, limited, non-transferable (except as permitted in Section 7) and non-exclusive license under Motorola’s copyrights and Confidential Information (as defined in the Primary Agreement) embodied in the Software to use the Software, in object code form, and the Documentation solely in connection with Licensee's use of the Designated Products. This Agreement does not grant any rights to source code.

3.2. If the Software licensed under this Agreement contains or is derived from Open Source Software, the terms and conditions governing the use of such Open Source Software are in the Open Source Software Licenses of the copyright owner and not this Agreement. If there is a conflict between the terms and conditions of this Agreement and the terms and conditions of the Open Source Software Licenses governing Licensee's use of the Open Source Software, the terms and conditions of the license grant of the applicable Open Source Software Licenses will take precedence over the license grants in this Agreement. If requested by Licensee, Motorola will use commercially reasonable efforts to: (i) determine whether any Open Source Software is provided under this Agreement; and (ii) identify the Open Source Software (or specify where that license may be found).

3.3 TO THE EXTENT, IF ANY, THAT THERE IS A SEPARATE LICENSE AGREEMENT PACKAGED WITH, OR PROVIDED ELECTRONICALLY WITH, A PARTICULAR PRODUCT THAT BECOMES EFFECTIVE ON AN ACT OF ACCEPTANCE BY THE END USER, THEN THAT AGREEMENT SUPERSEDES THE SOFTWARE LICENSE AGREEMENT AS TO THE END USER OF EACH SUCH PRODUCT.

Section 4 LIMITATIONS ON USE

4.1. Licensee may use the Software only for Licensee's internal business purposes and only in accordance with the Documentation. Any other use of the Software is strictly prohibited. Without limiting the general nature of these restrictions, Licensee will not make the Software available for use by third parties on a "time sharing," "application service provider," or "service bureau" basis or for any other similar commercial rental or sharing arrangement.

4.2. Licensee will not, and will not allow or enable any third party to: (i) reverse engineer, disassemble, peel components, decompile, reprogram or otherwise reduce the Software or any portion to a human perceptible form or otherwise attempt to recreate the source code; (ii) modify, adapt, create derivative works of, or merge the Software; (iii) copy, reproduce, distribute, lend, or lease the Software or Documentation to any third party, grant any sublicense or other rights in the Software or Documentation to any third party, or take any action that would cause the Software or Documentation to be placed in the public domain; (iv) remove, or in any way alter or obscure, any copyright notice or other notice of Motorola's proprietary rights; (v) provide, copy, transmit, disclose, divulge or make the Software or Documentation available to, or permit the use of the Software by any third party or on any machine except as expressly authorized by this Agreement; or (vi) use, or permit the use of, the Software in a manner that would result in the production of a copy of the Software solely by activating a machine containing the Software. Licensee may make one copy of Software to be used solely for archival, back-up, or disaster recovery purposes; *provided* that Licensee may not operate that copy of the Software at the same time as the original Software is being operated. Licensee may make as many copies of the Documentation as it may reasonably require for the internal use of the Software.

4.3. Unless otherwise authorized by Motorola in writing, Licensee will not, and will not enable or allow any third party to: (i) install a licensed copy of the Software on more than one unit of a Designated Product; or (ii) copy onto or transfer Software installed in one unit of a Designated Product onto one other device. Licensee may temporarily transfer Software installed on a Designated Product to another device if the Designated Product is inoperable or malfunctioning, if Licensee provides written notice to Motorola of the temporary transfer and identifies the device on which the Software is transferred. Temporary transfer of the Software to another device must be discontinued when the original Designated Product is returned to operation and the Software must be removed from the other device. Licensee must provide prompt written notice to Motorola at the time temporary transfer is discontinued.

4.4 Licensee will maintain, during the term of this Agreement and for a period of two years thereafter, accurate records relating to this license grant to verify compliance with this Agreement. Motorola or an independent third party ("Auditor") may inspect Licensee's premises, books and records, upon reasonable prior notice to Licensee, during Licensee's normal business hours and subject to Licensee's facility and

security regulations. Motorola is responsible for the payment of all expenses and costs of the Auditor. Any information obtained by Motorola and the Auditor will be kept in strict confidence by Motorola and the Auditor and used solely for the purpose of verifying Licensee's compliance with the terms of this Agreement.

Section 5 OWNERSHIP AND TITLE

Motorola, its licensors, and its suppliers retain all of their proprietary rights in any form in and to the Software and Documentation, including, but not limited to, all rights in patents, patent applications, inventions, copyrights, trademarks, trade secrets, trade names, and other proprietary rights in or relating to the Software and Documentation (including any corrections, bug fixes, enhancements, updates, modifications, adaptations, translations, de-compilations, disassemblies, emulations to or derivative works from the Software or Documentation, whether made by Motorola or another party, or any improvements that result from Motorola's processes or, provision of information services). No rights are granted to Licensee under this Agreement by implication, estoppel or otherwise, except for those rights which are expressly granted to Licensee in this Agreement. All intellectual property developed, originated, or prepared by Motorola in connection with providing the Software, Designated Products, Documentation or related services, remains vested exclusively in Motorola, and Licensee will not have any shared development or other intellectual property rights.

Section 6 LIMITED WARRANTY; DISCLAIMER OF WARRANTY

6.1. Unless otherwise stated in the Primary Agreement, the commencement date and the term of the Software warranty will be a period of ninety (90) days from Motorola's shipment of the Software (the "Warranty Period"). If Licensee is not in breach of any of its obligations under this Agreement, Motorola warrants that the unmodified Software, when used properly and in accordance with the Documentation and this Agreement, will be free from a reproducible defect that eliminates the functionality or successful operation of a feature critical to the primary functionality or successful operation of the Software. Whether a defect occurs will be determined by Motorola solely with reference to the Documentation. Motorola does not warrant that Licensee's use of the Software or the Designated Products will be uninterrupted, error-free, completely free of Security Vulnerabilities, or that the Software or the Designated Products will meet Licensee's particular requirements. Motorola makes no representations or warranties with respect to any third party software included in the Software. Notwithstanding, any warranty provided by a copyright owner in its standard license terms will flow through to Licensee for third party software provided by Motorola.

6.2 Motorola's sole obligation to Licensee and Licensee's exclusive remedy under this warranty is to use reasonable efforts to remedy any material Software defect covered by this warranty. These efforts will involve either replacing the media or attempting to correct significant, demonstrable program or documentation errors or Security Vulnerabilities. If Motorola cannot correct the defect within a reasonable time, then at Motorola's option, Motorola will replace the defective Software with functionally-equivalent Software, license to Licensee substitute Software which will accomplish the same objective, or terminate the license and refund the Licensee's paid license fee.

6.3. Warranty claims are described in the Primary Agreement.

6.4. The express warranties set forth in this Section 6 are in lieu of, and Motorola disclaims, any and all other warranties (express or implied, oral or written) with respect to the Software or Documentation, including, without limitation, any and all implied warranties of condition, title, non-infringement, merchantability, or fitness for a particular purpose or use by Licensee (whether or not Motorola knows, has reason to know, has been advised, or is otherwise aware of any such purpose or use), whether arising by law, by reason of custom or usage of trade, or by course of dealing. In addition, Motorola disclaims any warranty to any person other than Licensee with respect to the Software or Documentation.

Section 7 TRANSFERS

Licensee will not transfer the Software or Documentation to any third party without Motorola's prior written consent. Motorola's consent may be withheld at its discretion and may be conditioned upon transferee paying all applicable license fees and agreeing to be bound by this Agreement. If the Designated Products are Motorola's radio products and Licensee transfers ownership of the Motorola radio products to a third party, Licensee may assign its right to use the Software (other than CPS and Motorola's FLASHport® software) which is embedded in or furnished for use with the radio products and the related Documentation; *provided* that Licensee transfers all copies of the Software and Documentation to the transferee, and Licensee and the transferee sign a transfer form to be provided by Motorola upon request, obligating the transferee to be bound by this Agreement.

Section 8 TERM AND TERMINATION

8.1 Licensee's right to use the Software and Documentation will begin when the Primary Agreement is signed by both parties and will continue for the life of the Designated Products with which or for which the Software and Documentation have been provided by Motorola, unless Licensee breaches this Agreement, in which case this Agreement and Licensee's right to use the Software and Documentation may be terminated immediately upon notice by Motorola.

8.2 Within thirty (30) days after termination of this Agreement, Licensee must certify in writing to Motorola that all copies of the Software have been removed or deleted from the Designated Products and that all copies of the Software and Documentation have been returned to Motorola or destroyed by Licensee and are no longer in use by Licensee.

8.3 Licensee acknowledges that Motorola made a considerable investment of resources in the development, marketing, and distribution of the Software and Documentation and that Licensee's breach of this Agreement will result in irreparable harm to Motorola for which monetary damages would be inadequate. If Licensee breaches this Agreement, Motorola may terminate this Agreement and be entitled to all available remedies at law or in equity (including immediate injunctive relief and repossession of all non-embedded Software and associated Documentation unless Licensee is a Federal agency of the United States Government).

Section 9 Commercial Computer Software

9.1 *This Section 9 only applies to U.S. Government end users.* The Software, Documentation and updates are commercial items as that term is defined at 48 C.F.R. Part 2.101, consisting of "commercial computer software" and "computer software documentation" as such terms are defined in 48 C.F.R. Part 252.227-7014(a)(1) and 48 C.F.R. Part 252.227-7014(a)(5), and used in 48 C.F.R. Part 12.212 and 48 C.F.R. Part 227.7202, as applicable. Consistent with 48 C.F.R. Part 12.212, 48 C.F.R. Part 252.227-7015, 48 C.F.R. Part 227.7202-1 through 227.7202-4, 48 C.F.R. Part 52.227-19, and other relevant sections of the Code of Federal Regulations, as applicable, the Software, Documentation and Updates are distributed and licensed to U.S. Government end users: (i) only as commercial items, and (ii) with only those rights as are granted to all other end users pursuant to the terms and conditions contained herein.

9.2 If Licensee is licensing Software for end use by the United States Government or a United States Government agency, Licensee may transfer such Software license, but only if: (i) Licensee transfers all copies of such Software and Documentation to such United States Government entity or interim transferee, and (ii) Licensee has first obtained from the transferee (if applicable) and ultimate end user an enforceable end user license agreement containing restrictions substantially identical to the ones contained in this Agreement. Except as stated in the foregoing, Licensee and any transferee(s) authorized by this subsection 9.2 may not otherwise use or transfer or make available any Motorola software to any third party nor permit any party to do so.

Section 10 CONFIDENTIALITY

Licensee acknowledges that the Software and Documentation contain Motorola's valuable proprietary and Confidential Information and are Motorola's trade secrets, and that the provisions in the Primary Agreement concerning Confidential Information apply.

Section 11 LIMITATION OF LIABILITY

The Limitation of Liability provision is described in the Primary Agreement.

Section 12 NOTICES

Notices are described in the Primary Agreement.

Section 13 GENERAL

13.1. COPYRIGHT NOTICES. The existence of a copyright notice on the Software will not be construed as an admission or presumption of publication of the Software or public disclosure of any trade secrets associated with the Software.

13.2. COMPLIANCE WITH LAWS. Licensee acknowledges that the Software is subject to the laws and regulations of the United States and Licensee will comply with all applicable laws and regulations, including export laws and regulations of the United States. Licensee will not, without the prior authorization of Motorola and the appropriate governmental authority of the United States, in any form export or re-export, sell or resell, ship or reship, or divert, through direct or indirect means, any item or technical data or direct or indirect products sold or otherwise furnished to any person within any territory for which the United States Government or any of its agencies at the time of the action, requires an export license or other governmental approval. Violation of this provision is a material breach of this Agreement.

13.3 FUTURE REGULATORY REQUIREMENTS. The Parties acknowledge and agree that this is an evolving technological area and therefore, laws and regulations regarding Services and use of Solution may change. Changes to existing Services or the Solution required to achieve regulatory compliance may be available for an additional fee. Any required changes may also impact the price for Services.

13.4. ASSIGNMENTS AND SUBCONTRACTING. Motorola may assign its rights or subcontract its obligations under this Agreement, or encumber or sell its rights in any Software, without prior notice to or consent of Licensee.

13.5. GOVERNING LAW. This Agreement is governed by the laws of the United States to the extent that they apply and otherwise by the internal substantive laws of the State to which the Software is shipped if Licensee is a sovereign government entity, or the internal substantive laws of the State of Illinois if Licensee is not a sovereign government entity. The terms of the U.N. Convention on Contracts for the International Sale of Goods do not apply. In the event that the Uniform Computer Information Transaction Act, any version of this Act, or a substantially similar law (collectively "UCITA") becomes applicable to a party's performance under this Agreement, UCITA does not govern any aspect of this Agreement or any license granted under this Agreement, or any of the parties' rights or obligations under this Agreement. The governing law will be that in effect prior to the applicability of UCITA.

13.6. THIRD PARTY BENEFICIARIES. This Agreement is entered into solely for the benefit of

Motorola and Licensee. No third party has the right to make any claim or assert any right under this Agreement, and no third party is deemed a beneficiary of this Agreement. Notwithstanding the foregoing, any licensor or supplier of third party software included in the Software will be a direct and intended third party beneficiary of this Agreement.

13.7. SURVIVAL. Sections 4, 5, 6.4, 7, 8, 9, 10, 11 and 13 survive the termination of this Agreement.

13.8. ORDER OF PRECEDENCE. In the event of inconsistencies between this Exhibit and the Primary Agreement, the parties agree that this Exhibit prevails, only with respect to the specific subject matter of this Exhibit, and not the Primary Agreement or any other exhibit as it applies to any other subject matter.

13.9. SECURITY. Motorola uses reasonable means in the design and writing of its own Software and the acquisition of third party Software to limit Security Vulnerabilities. While no software can be guaranteed to be free from Security Vulnerabilities, if a Security Vulnerability is discovered, Motorola will take the steps set forth in Section 6 of this Agreement.

Exhibit B

PAYMENT

Except for a payment that is due on the Effective Date, Customer will make payments to Motorola within thirty (30) days after the date of each invoice. Customer will make payments when due in the form of a check, cashier's check, or wire transfer drawn on a U.S. financial institution. If Customer has purchased additional Professional or Subscription services, payment will be in accordance with the applicable addenda. Payment for the System purchase will be in accordance with the following milestones.

System Purchase (excluding Subscribers, if applicable)

1. **25% of the Contract Price due upon contract execution (due upon effective date);**

2. **60% of the Contract Price due upon shipment of equipment from Staging;**

3. **10% of the Contract Price due upon installation of equipment; and**

4. **5% of the Contract Price due upon Final Acceptance.**

If Subscribers are purchased, 100% of the Subscriber Contract Price will be invoiced upon shipment (as shipped).

Motorola shall make partial shipments of equipment and will request payment upon shipment of such equipment. In addition, Motorola shall invoice for installations completed on a site-by-site basis or when professional services are completed, when applicable. The value of the equipment shipped/services performed will be determined by the value shipped/services performed as a percentage of the total milestone value. Unless otherwise specified, contract discounts are based upon all items proposed and overall system package. For invoicing purposes only, discounts will be applied proportionately to the FNE and Subscriber equipment values to total contract price. Overdue invoices will bear simple interest at the maximum allowable rate by state law.

For Lifecycle Support Plan and Subscription Based Services:
Motorola will invoice Customer annually in advance of each year of the plan.
The chart below outlines the hourly labor rates for Motorola System Integration resources to be used. The staffing requirements shall be multiplied by the appropriate rate per resource in the table below. The hourly labor rates are fully burdened. The hourly rates per resource type and level are listed in Table 1.

	Resource Types			
Levels	Project Management	System Engineering	System Technologist	Project Administration
4	$ 290.00	$ 300.00	$ 280.00	$ 200.00
3	$ 240.00	$ 250.00	$ 240.00	$ 180.00
2	$ 220.00	$ 220.00	$ 220.00	$ 170.00
1	$ 190.00	$ 210.00	$ 210.00	$ 160.00

Table 1 - Hourly Rates

These rates apply to ordinary days and times (Monday to Friday during the hours 8am to 5pm). Additional surcharges may apply to work done outside these timeframes. The minimum charge for any resource will be 4 hours. Travel expenses are not included in these rates and may be charged separately. The qualifications of each type and level of resource are defined in the tables found at https://www.motorolasolutions.com/content/dam/msi/secure/services/labor-rates-exhibit-160408.pdf. All Motorola System Integration personnel assigned to this project will be classified according these levels. Project Administrative roles are varied and their specific duties and qualifications will be determined by the complexity and requirements of each project.

EXHIBIT C

Technical and Implementation Documents

See proposal titled “City of Weatherford P25 System Expansion” dated October 05, 2021

EXHIBIT D

System Acceptance Certificate

Customer Name: _____

Project Name: _____

This System Acceptance Certificate memorializes the occurrence of System Acceptance. Motorola and Customer acknowledge that:

1. The Acceptance Tests set forth in the Acceptance Test Plan have been successfully completed.

2. The System is accepted.

Customer Representative:	Motorola Representative:
Signature: _____	Signature: _____
Print Name: _____	Print Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

FINAL PROJECT ACCEPTANCE:
Motorola has provided and Customer has received all deliverables, and Motorola has performed all other work required for Final Project Acceptance.

Customer Representative:	Motorola Representative:
Signature: _____	Signature: _____
Print Name: _____	Print Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

Exhibit E

H-GAC Contract No. RA05-21

DocuSign Envelope ID: B37FC13E-031F-495B-9226-EE37DAAD442B

MOTOROLA GENERAL PROVISIONS

This Master Agreement is made and entered into, by and between the Houston-Galveston Area Council hereinafter referred to as H-GAC having its principal place of business at 3555 Timmons Lane, Suite 120, Houston, Texas 77027 and Motorola Solutions, Inc., hereinafter referred to as the Contractor, having its principal place of business at 500 West Monroe Street, Chicago, IL 60661.

WITNESSETH:

WHEREAS, H-GAC hereby engages the Contractor to perform certain services in accordance with the specifications of the Master Agreement; and

WHEREAS, the Contractor has agreed to perform such services in accordance with the specifications of the Master Agreement;

NOW, THEREFORE, H-GAC and the Contractor do hereby agree as follows:

ARTICLE 1: LEGAL AUTHORITY

The Contractor warrants and assures H-GAC that it possesses adequate legal authority to enter into this Master Agreement. The Contractor's governing body, where applicable, has authorized the signatory official(s) to enter into this Master Agreement and bind the Contractor to the terms of this Master Agreement and any subsequent amendments hereto.

ARTICLE 2: APPLICABLE LAWS

The Contractor agrees to conduct all activities under this Master Agreement in accordance with all federal laws, executive orders, policies, procedures, applicable rules, regulations, directives, standards, ordinances, and laws, in effect or promulgated during the term of this Master Agreement, including without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, and licensing laws and regulations. When required, the Contractor shall furnish H-GAC with satisfactory proof of its compliance therewith.

ARTICLE 3: PUBLIC INFORMATION

Except as stated below, all materials submitted to H-GAC, including any attachments, appendices, or other information submitted as a part of a submission or Master Agreement, are considered public information, and become the property of H-GAC upon submission and may be reprinted, published, or distributed in any manner by H-GAC according to open records laws, requirements of the US Department of Labor and the State of Texas, and H-GAC policies and procedures. In the event the Contractor wishes to claim portions of the response are not subject to the Texas Public Information Act, it shall so; however, the determination of the Texas Attorney General as to whether such information must be disclosed upon a public request shall be binding on the Contractor. H-GAC will request such a determination only if Contractor bears all costs for preparation of the submission. H-GAC is not responsible for the return of creative examples of work submitted. H-GAC will not be held accountable if material from submissions is obtained without the written consent of the contractor by parties other than H-GAC, at any time during the evaluation process.

DocuSign Envelope ID: B37FC13E-031F-495B-9226-EE37DAAD442B

ARTICLE 4: INDEPENDENT CONTRACTOR

The execution of this Master Agreement and the rendering of services prescribed by this Master Agreement do not change the independent status of H-GAC or the Contractor. No provision of this Master Agreement or act of H-GAC in performance of the Master Agreement shall be construed as making the Contractor the agent, servant, or employee of H-GAC, the State of Texas, or the United States Government. Employees of the Contractor are subject to the exclusive control and supervision of the Contractor. The Contractor is solely responsible for employee related disputes and discrepancies, including employee payrolls and any claims arising therefrom.

ARTICLE 5: ANTI-COMPETITIVE BEHAVIOR

Contractor will not collude, in any manner, or engage in any practice which may restrict or eliminate competition or otherwise restrain trade.

ARTICLE 6: SUSPENSION AND DEBARMENT

Debarment and Suspension (Executive Orders 12549 and 12689) – A contract award (2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1966 Comp. p. 189) and 12689 (3 CFR Part 1989 Comp. p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Pursuant to the Federal Rule above, Respondent certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency or by the State of Texas and at all times during the term of the Contract neither it nor its principals will be debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency or by the State of Texas Respondent shall immediately provide the written notice to H-GAC if at any time the Respondent learns that this certification was erroneous when submitted or has become erroneous by reason of changed circumstances. H-GAC may rely upon a certification of the Respondent that the Respondent is not debarred, suspended, ineligible, or voluntarily excluded from the covered contract, unless the H-GAC knows the certification is erroneous.

ARTICLE 7: GOAL FOR CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS (if subcontracts are to be let)

H-GAC's goal is to assure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible in providing services under a contract. In accordance with federal procurements requirements of 2 CFR §200.321, if subcontracts are to be let, the prime contractor must take the affirmative steps listed below:

1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
2. Assuring that small and minority businesses and women's business enterprises are solicited whenever they are potential sources;
3. Dividing total requirements, when economically feasible, into smaller task or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
5. Using the services and assistance as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

Nothing in this provision will be construed to require the utilization of any firm that is either unqualified or unavailable. The Small Business Administration (SBA) is the primary reference and database for information on requirements related to Federal Subcontracting https://www.sba.gov/federal-contracting/contracting-guide/prime-subcontracting

DocuSign Envelope ID: B37FC13E-031F-495B-9226-EE37DAAD442B

NOTE: The term DBE as used in this solicitation is understood to encompass all programs/business enterprises such as: Small Disadvantaged Business (SDB), Historically Underutilized Business (HUB), Minority Owned Business Enterprise (MBE), Women Owned Business Enterprise (WBE) and Disabled Veteran Business Enterprise (DVBE) or other designation as issued by a certifying agency.

Contractor agrees to work with and assist HGACBuy customer in meeting any DBE targets and goals, as may be required by any rules, processes, or programs they might have in place. Assistance may include compliance with reporting requirements, provision of documentation, consideration of Certified/Listed subcontractors, provision of documented evidence that an active participatory role for a DBE entity was considered in a procurement transaction, etc.

ARTICLE 8: SCOPE OF SERVICES

The services to be performed by the Contractor are outlined in an Attachment to this Agreement.

ARTICLE 9: PERFORMANCE PERIOD

This Master Agreement shall be performed during the period which begins 08/01/21 and ends 07/31/23. All services under this Master Agreement must be rendered within this performance period, unless directly specified under a written change or extension provisioned under Article 21, which shall be fully executed by both parties to this Master Agreement.

ARTICLE 10: PAYMENT OR FUNDING

Payment provisions under this Master Agreement are outlined in the Special Provisions. H-GAC will not pay for any expenses incurred prior to the execution date of a contract, or any expenses incurred after the termination date of the contract.

ARTICLE 11: PAYMENT FOR WORK

The H-GAC Customer is responsible for making payment to the Contractor upon delivery and acceptance of the goods or completion of the services and submission of the subsequent invoice.

ARTICLE 12: PAYMENT TERMS/PRE-PAYMENT/QUANTITY DISOUNTS

If discounts for accelerated payment, pre-payment, progress payment, or quantity discounts are offered, they must be clearly indicated in the Contractor's submission prior to contract award. The applicability or acceptance of these terms is at the discretion of the Customer.

ARTICLE 13: REPORTING REQUIREMENTS

If the Contractor fails to submit to H-GAC in a timely and satisfactory manner any report required by this Agreement, or otherwise fails to satisfactorily render performances hereunder, H-GAC may terminate this agreement with notice as identified in Article 29 of these General Provisions. H-GAC has final determination of the adequacy of performance and reporting by Contractor. Termination of this agreement for failure to perform may affect Contractor's ability to participate in future opportunities with H-GAC. The Contractor's failure to timely submit any report may also be considered cause for termination of this Agreement.

Any additional reporting requirements shall be set forth in the Special Provisions of this Agreement.

ARTICLE 14: INSURANCE

Contractor shall maintain insurance coverage for work performed or services rendered under this Master Agreement as outlined and defined in the attached Special Provisions.

DocuSign Envelope ID: B37FC13E-031F-495B-9226-EE37DAAD442B

ARTICLE 15: SUBCONTRACTS AND ASSIGNMENTS

Except as may be set forth in the Special Provisions, the Contractor agrees not to assign, transfer, convey, sublet, or otherwise dispose of this Master Agreement or any right, title, obligation, or interest it may have therein to any third party without prior written approval of H-GAC, which will not be unreasonably withheld. The Contractor acknowledges that H-GAC is not liable to any subcontractor or assignee of the Contractor. The Contractor shall ensure that the performance rendered under all subcontracts shall result in compliance with all the terms and provisions of this Master Agreement as if the performance rendered was rendered by the Contractor. Contractor shall give all required notices, and comply with all laws and regulations applicable to furnishing and performance of the work. Except where otherwise expressly required by applicable law or regulation, H-GAC shall not be responsible for monitoring Contractor's compliance, or that of Contractor's subcontractors, with any laws or regulations.

ARTICLE 16: AUDIT

Notwithstanding any other audit requirement, H-GAC reserves the right to conduct or cause to be conducted an independent audit of any transaction under this Master Agreement, such audit may be performed by the H-GAC local government audit staff, a certified public accountant firm, or other auditors designated by H-GAC and will be conducted in accordance with applicable professional standards and practices. The Contractor understands and agrees that the Contractor shall be liable to the H-GAC for any findings that result in monetary obligations to H-GAC.

In no circumstances will Contractor be required to create or maintain documents not kept in the ordinary course of its business operations, nor will Contractor be required to disclose any information, including but not limited to product cost data, which it considers confidential or proprietary.

ARTICLE 17: TAX EXEMPT STATUS

H-GAC and Customer members are either units of government or qualified non-profit agencies, and are generally exempt from Federal and State sales, excise or use taxes. Respondent must not include taxes in its Response. It is the responsibility of Contractor to determine the applicability of any taxes to an order and act accordingly. Exemption certificates will be provided upon request.

ARTICLE 18: EXAMINATION OF RECORDS

The Contractor shall maintain during the course of the work complete and accurate records of all of the Contractor's invoices and pertinent documentation of items which are chargeable to H-GAC under this Master Agreement. H-GAC, through its staff or designated public accounting firm, the State of Texas, and United States Government, shall have the right at any reasonable time to inspect, copy and audit those pertinent records on or off the premises by authorized representatives of its own or any public accounting firm selected by H-GAC. The right of access to records is not limited to the required retention period, but shall last as long as the records are retained. Failure to provide access to records may be cause for termination of the Master Agreement.

The Contractor further agrees that the examination of records outlined in this article shall be included in all subcontractor or third-party agreements.

ARTICLE 19: RETENTION OF RECORDS

The Contractor and its subcontractors shall maintain all records pertinent to this Master Agreement, for a period of seven (7) years from the later of the date of acceptance of the final payment or until all audit findings have been resolved. If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the retention period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the seven (7) years, whichever is later, and until any outstanding litigation, audit, or claim has been fully resolved.

DocuSign Envelope ID: B37FC13E-031F-495B-9226-EE37DAAD442B

ARTICLE 20: DISTRIBUTORS, VENDORS, RESELLERS

Contractor agrees and acknowledges that any such designations of distributors, vendors, resellers or the like are for the convenience of the Contractor only and the awarded Contractor will remain responsible and liable for all obligations under the Contract and the performance of any designated distributor, vendor, reseller, etc. Contractor is also responsible for receiving and processing any Customer purchase order in accordance with the Contract and forwarding of the Purchase Order to the designated distributor, vendor, reseller, etc. to complete the sale or service. H-GAC reserves the right to reject any entity acting on the Contractor's behalf or refuse to add entities after a contract is awarded.

ARTICLE 21: CHANGE ORDERS AND AMENDMENTS

A. Any alterations, additions, or deletions to the terms of this Master Agreement, which are required by changes in federal or state law or by regulations, are automatically incorporated without written amendment hereto, and shall become effective on the date designated by such law or by regulation.

B. To ensure the legal and effective performance of this Master Agreement, both parties agree that any amendment that affects the performance under this Master Agreement must be mutually agreed upon and that all such amendments must be in writing. After a period of no less than 30 days subsequent to written notice, unless sooner implementation is required by law, such amendments shall have the effect of qualifying the terms of this Master Agreement and shall be binding upon the parties as if written herein.

C. Customers have the right to issue a change order to any purchase orders issued to the Contractor for the purposes of clarification or inclusion of additional specifications, qualifications, conditions, etc. The change order must be in writing and agreed upon by Contractor and the Customer agency prior to issuance of any Change Order. A copy of the Change Order must be provided by the Contractor to, and acknowledged by, H-GAC.

ARTICLE 22: CONTRACT ITEM CHANGES

A. If a manufacturer discontinues a contracted item, that item will automatically be considered deleted from the contract with no penalty to Contractor. However, H-GAC may at its sole discretion elect to make a contract award to the next lowest Respondent for the item, or take any other action deemed by H-GAC, at its sole discretion, to be in the best interests of its Customers.

B. If a manufacturer makes any kind of change in a contracted item which affects the contract price, Contractor must advise H-GAC of the details. H-GAC may allow or reject the change at its sole discretion. If the change is rejected, H-GAC will remove the item from its program and there will be no penalty to Contractor. However, H-GAC may at its sole discretion elect to make a contract award to the next lowest Respondent for the item, or take any other action deemed by H-GAC, at its sole discretion, to be in the best interests of its Customers.

C. If a manufacturer makes any change in a contracted item which does not affect the contract price, Contractor shall advise H-GAC of the details. If the 'new' item is equal to or better than the originally contracted item, the 'new' item shall be approved as a replacement. If the change is rejected H-GAC will remove the item from its program and there will be no penalty to Contractor. However, H-GAC may at its sole discretion elect to make a contract award to the next lowest Respondent for the item or may take any other action deemed by H-GAC at its sole discretion, to be in the best interests of its Customers.

D. In the case of specifically identified catalogs or price sheets which have been contracted as base bid items or as published options, routine published changes to products and pricing will be automatically incorporated into the contract. However, Contractor must still provide thirty (30) calendar days written

DocuSign Envelope ID: B37FC13E-031F-495B-9226-EE37DAAD442B

notice and an explanation of the changes to products and pricing. H-GAC will respond with written approval.

ARTICLE 23: CONTRACT PRICE ADJUSTMENTS

Price Decreases
If Contractor's Direct Cost decreases at any time during the full term of this award, Contractor must immediately pass the decrease on to H-GAC and lower its prices by the amount of the decrease in Direct Cost. (Direct Cost means Contractor's cost from the manufacturer of any item or if Contractor is the manufacturer, the cost of raw materials required to manufacture the item, plus costs of transportation from manufacturer to Contractor and Contractor to H-GAC. Contractor must notify H-GAC of price decreases in the same way as for price increases set out below. The price decrease shall become effective upon H-GAC's receipt of Contractor's notice. If Contractor routinely offers discounted contract pricing, H-GAC may request Contractor accept amended contract pricing equivalent to the routinely discounted pricing

Price Increases
Contractors may request a price increase for items priced as Base Bid items and Published Options after twelve (12) months from the bid opening date of the bid received by H-GAC. The amount of any increase will not exceed actual documented increase in Contractor's Direct Cost and will not exceed 10% of the previous bid price. Considerations on the percentage limit will be given if the price increase is the result of increased tariff charges, or other economic factors.

Price Changes
Any permanent increase or decrease in offered pricing for a base contract item or published option is considered a price change. Temporary increases in pricing by whatever name (e.g. 'surcharge', 'adjustment', 'equalization charge', 'compliance charge', 'recovery charge', etc.), are also considered to be price changes. For published catalogs and price sheets as part of an H-GAC contract, requests to amend the contract to reflect any new published catalog or price sheet must be submitted whenever the manufacturer publishes a new document. The request must include the new catalog or price sheet.

All Products shall, at time of sale, be equipped as required under any then current applicable local, state, and federal government requirements. If, during the course of any contract, changes are made to any government requirements which cause a manufacturer's costs of production to increase, Contractor may increase pricing to the extent of Contractor's actual cost increase. The increase must be substantiated with support documentation acceptable to H-GAC prior to taking effect. Modifications to a Product required to comply with such requirements which become effective after the date of any sale are the responsibility of the Customer.

Requesting Price Increase/Required Documentation
Contractor must submit a written notification at least thirty (30) calendar days prior to the requested effective date of the change, setting the amount of the increase, along with an itemized list of any increased prices, showing the Contractor's current price, revised price, the actual dollar difference and the percentage of the price increase by line item. Price change requests must include H-GAC Forms D Offered Item Pricing and E Options Pricing, or the documentation used to submit pricing in the original Response and be supported with substantive documentation (e.g. manufacturer's price increase notices, copies of invoices from suppliers, etc.) clearly showing that Contractor's actual costs have increased per the applicable line-item bid. The Producer Price Index (PPI) may be used as partial justification, subject to approval by H-GAC, but no price increase based solely on an increase in the PPI will be allowed. This documentation should be submitted in Excel format to facilitate analysis and updating of the website. The letter and documentation must be sent to the Bids and Specifications manager, William Burton, at William.Burton@h-gac.com

DocuSign Envelope ID: B37FC13E-031F-495B-9226-EE37DAAD442B

Review/Approval of Requests
If H-GAC approves the price increase, Contractor will be notified in writing; no price increase will be effective until Contractor receives this notice. If H-GAC does not approve Contractor's price increase, Contractor may terminate its performance upon sixty (60) days advance written notice to H-GAC, however Contractor must fulfill any outstanding Purchase Orders. Termination of performance is Contractor's only remedy if H-GAC does not approve the price increase. H-GAC reserves the right to accept or reject any price change request.

ARTICLE 24: DELIVERIES AND SHIPPING TERMS

The Contractor agrees to make deliveries only upon receipt of authorized Customer Purchase Order acknowledged by H-GAC. Delivery made without such Purchase Order will be at Contractor's risk and will leave H-GAC the option of canceling any contract awarded to the Contractor. The Contractor must secure and deliver any item within five (5) working days, or as agreed to on any corresponding customer Purchase Order.

Shipping must be Freight On Board Destination to the delivery location designated on the Customer purchase order. The Contractor will retain title and control of all goods until delivery is completed and the Customer has accepted the delivery. All risk of transportation and all related charges are the responsibility of the Contractor. The Customer will notify the Contractor and H-GAC promptly of any damaged goods and will assist the Contractor in arranging for inspection. The Contractor must file all claims for visible or concealed damage. Unless otherwise stated in the Master Agreement, deliveries must consist only of new and unused merchandise.

ARTICLE 25: RESTOCKING (EXCHANGES AND RETURNS)

There will be no restocking charge to the Customer for return or exchange of any item purchased under the terms of any award. If the Customer wishes to return items purchased under an awarded contract, the Contractor agrees to exchange, these items for other items, with no additional charge incurred. Items must be returned to Contractor within thirty (30) days from date of delivery. If there is a difference in price in the items exchanged, the Contractor must notify H-GAC and invoice Customer for increase price or provide the Customer with a credit or refund for any decrease in price per Customer's preference. On items returned, a credit or cash refund will be issued by the Contractor to Customer. This return and exchange option will extend for thirty (30) days following the expiration of the term of the Contract. All items returned by the Customer must be unused and in the same merchantable condition as when received. Items that are special ordered may be returned only upon approval of the Contractor.

ARTICLE 26: MANUALS

Each product delivered under contract to any Customer must be delivered with at least one (1) copy of a safety and operating manual and any other technical or maintenance manual. The cost of the manual(s) must be included in the price for the Product offered.

ARTICLE 27: OUT OF STOCK, PRODUCT RECALLS, AND DISCONTINUED PRODUCTS

H-GAC does NOT purchase the products sold pursuant to a Solicitation or Master Agreement. Contractor is responsible for ensuring that notices and mailings, such as Out of Stock or Discontinued Notices, Safety Alerts, Safety Recall Notices, and customer surveys, are sent directly to the Customer with a copy sent to H-GAC. Customer will have the option of accepting any equivalent product or canceling the item from Customer's Purchase Order. Contractor is not authorized to make substitutions without prior Customer approval.

ARTICLE 28: WARRANTIES, SALES, AND SERVICE

Warranties must be the manufacturer's standard and inclusive of any other warranty requirements stated in the Master Agreement; any warranties offered by a dealer will be in addition to the manufacturer's standard warranty and will not be a substitute for such. Pricing for any product must be inclusive of the standard warranty.

DocuSign Envelope ID: B37FC13E-031F-495B-9226-EE37DAAD442B

Contractor is responsible for the execution and effectiveness of all product warranty requests and any claims, Contractor agrees to respond directly to correct warranty claims and to ensure reconciliation of warranty claims that have been assigned to a third party.

ARTICLE 29: TERMINATION PROCEDURES

The Contractor acknowledges that this Master Agreement may be terminated for Convenience or Default. H-GAC will not pay for any expenses incurred after the termination date of the contract.

A. *Convenience*

H-GAC may terminate this Master Agreement at any time, in whole or in part, with or without cause, whenever H-GAC determines that for any reason such termination is in the best interest of H-GAC, by providing thirty (30) days written notice by certified mail to the Contractor. Upon receipt of notice of termination, all services hereunder of the Contractor and its employees and subcontractors shall cease to the extent specified in the notice of termination.

The Contractor may cancel or terminate this Master Agreement upon submission of thirty (30) days written notice, presented to H-GAC via certified mail. The Contractor may not give notice of cancellation after it has received notice of default from H-GAC.

B. *Default*

H-GAC may, by written notice of default to the Contractor, terminate the whole or any part of the Master Agreement, in any one of the following circumstances:

(1) If the Contractor fails to perform the services herein specified within the time specified herein or any extension thereof; or

(2) If the Contractor fails to perform any of the other provisions of this Agreement for any reason whatsoever, or so fails to make progress or otherwise violates the Agreements that completion of services herein specified within the Agreement term is significantly endangered, and in either of these two instances does not cure such failure within a period of fifteen (15) days (or such longer period of time as may be authorized by H-GAC in writing) after receiving written notice by certified mail of default from H-GAC.

(3) In the event of such termination, Contractor will notify H-GAC of any outstanding Purchase Orders and H-GAC will consult with the End User and notify the Contractor to what extent the End User wishes the Contractor to complete the Purchase Order. If Contractor is unable to do so, Contractor may be subject to a claim for damages from H-GAC and/or the End User.

ARTICLE 30: SEVERABILITY

H-GAC and Contractor agree that should any provision of this Master Agreement be determined to be invalid or unenforceable, such determination shall not affect any other term of this Master Agreement, which shall continue in full force and effect.

ARTICLE 31: FORCE MAJEURE

To the extent that either party to this Master Agreement shall be wholly or partially prevented from the performance of any obligation or duty placed on such party by reason of or through strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident, order of any court, act of God, or specific cause reasonably beyond the party's control and not attributable to its neglect or nonfeasance, in such event, the time for the performance of such obligation or duty shall be suspended until such disability to perform is removed. The party affected by the Force Majeure will notify the other within fifteen (15) days. Determination of force majeure shall rest solely with H-GAC.

DocuSign Envelope ID: B37FC13E-031F-495B-9226-EE37DAAD442B

ARTICLE 32: CONFLICT OF INTEREST

No officer, member or employee of the Contractor or Contractors subcontractor, no member of the governing body of the Contractor, and no other public officials of the Contractor who exercise any functions or responsibilities in the review or Contractor approval of this Master Agreement, shall participate in any decision relating to this Master Agreement which affects his or her personal interest, or shall have any personal or pecuniary interest, direct or indirect, in this Master Agreement.

A. **Conflict of Interest Questionnaire:** Chapter 176 of the Texas Local Government Code requires contractors contracting or seeking to contract with H-GAC to file a conflict-of-interest questionnaire (CIQ) if they have an employment or other business relationship with an H-GAC officer or an officer's close family member. The required questionnaire and instructions are located on the H-GAC website or at the Texas Ethics Commission website https://www.ethics.state.tx.us/forms/CIQ.pdf. H-GAC officers include its Board of Directors and Executive Director, who are listed on this website. Respondent must complete and file a CIQ with the Texas Ethics Commission if an employment or business relationship with H-GAC office or an officer's close family member as defined in the law exists.

B. **Certificate of Interested Parties Form – Form 1295:** As required by Section 2252.908 of the Texas Government Code. H-GAC will not enter a Contract with Contractor unless (i) the Contractor submits a disclosure of interested parties form to H-GAC at the time the Contractor submits the contract H-GAC, or (ii) the Contractor is exempt from such requirement. The required form and instructions are located at the Texas Ethics Commission website https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm. Respondents who are awarded a Contract must submit their Form 1295 with the signed Contract to H-GAC.

ARTICLE 33: FEDERAL COMPLIANCE

Contractor agrees to comply with all applicable federal statutes relating to nondiscrimination, labor standards, and environmental compliance. With regards to "Rights to Inventions Made Under a Contract or Master Agreement," If the Federal award meets the definition of "funding Master Agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding Master Agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Master Agreements," and any implementing regulations issued by the awarding agency. Contractor agrees to be wholly compliant with the provisions of 2 CFR 200, Appendix II. Additionally, for work to be performed under the Master Agreement or subcontract thereof, including procurement of materials or leases of equipment, Contractor shall notify each potential subcontractor or supplier of the Contractor's federal compliance obligations. These may include, but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) the Fair Labor Standards Act of 1938 (29 USC 676 et. seq.), (d) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps and the Americans with Disabilities Act of 1990; (e) the Age Discrimination in Employment Act of 1967 (29 USC 621 et. seq.) and the Age Discrimination Act of 1974, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age; (f) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (g) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to the nondiscrimination on the basis of alcohol abuse or alcoholism; (h) §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (i) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (j) any other nondiscrimination provisions in any specific statute(s) applicable to any Federal funding for this Master Agreement; (k) the requirements of any other nondiscrimination statute(s) which may apply to this Master

DocuSign Envelope ID: B37FC13E-031F-495B-9226-EE37DAAD442B

Agreement; (l) applicable provisions of the Clean Air Act (42 U.S.C. §7401 et seq.), the Federal Water Pollution Control Act, as amended (33 U.S.C. §1251 et seq.), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and the Environmental Protection Agency regulations at 40 CPR Part 15; (m) applicable provisions of the Davis- Bacon Act (40 U.S.C. 276a - 276a-7), the Copeland Act (40 U.S.C. 276c), and the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-332), as set forth in Department of Labor Regulations at 20 CPR 5.5a; (n) the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).

ARTICLE 34: PROHIBITION ON CONTRACTING WITH ENTITIES USING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE EQUIPMENT (EFFECTIVE AUG. 13, 2020 AND AS AMENDED OCTOBER 26, 2020)

Pursuant to 2 CFR 200.216, Contractor shall not offer equipment, services, or system that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Covered telecommunications equipment or services means 1) telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities); 2) for the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities); 3) telecommunications or video surveillance services provided by such entities or using such equipment; or 4) telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country. Respondent must comply with requirements for certifications. The provision at 48 C.F.R Section 52.204-26 requires that offerors review SAM prior to completing their required representations. This rule applies to all acquisitions, including acquisitions at or below the simplified acquisition threshold and to acquisitions of commercial items, including commercially available off the-shelf items.

ARTICLE 35: DOMESTIC PREFERENCE

In accordance with 2 CFR 200.322, as appropriate and to the extent consistent with law, when using federal grant award funds H-GAC should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). H-GAC must include this requirement in all subawards including all contracts and purchase orders for work or products under the federal grant award. If Contractor intends to qualify for Purchase Orders using federal grant money, then it shall work with H-GAC to provide all required certifications and other documentation needed to show compliance.

ARTICLE 36: CRIMINAL PROVISIONS AND SANCTIONS

The Contractor agrees to perform the Master Agreement in conformance with safeguards against fraud and abuse as set forth by the H-GAC, the State of Texas, and the acts and regulations of any related state or federal agency. The Contractor agrees to promptly notify H-GAC of any actual or suspected fraud, abuse, or other criminal activity through the filing of a written report within twenty-four (24) hours of knowledge thereof. Contractor shall notify H-GAC of any serious accident or incident requiring medical attention arising from its activities under this Master Agreement within twenty-four (24) hours of such occurrence. Theft or willful damage to property on loan to the Contractor from H-GAC, if any, shall be reported to local law enforcement agencies and H-GAC within two (2) hours of discovery of any such act.

The Contractor further agrees to cooperate fully with H-GAC, local law enforcement agencies, the State of Texas, the Federal Bureau of Investigation, and any other duly authorized investigative unit, in carrying out a full investigation of all such incidents.

DocuSign Envelope ID: B37FC13E-031F-495B-9226-EE37DAAD442B

The Contractor shall notify H-GAC of the threat of lawsuit or of any actual suit filed against the Contractor pertaining to this Master Agreement or which would adversely affect the Contractor's ability to perform services under this Master Agreement.

ARTICLE 37: INDEMNIFICATION AND RECOVERY

H-GAC's liability under this Master Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, is limited to its order processing charge. In no event will H-GAC be liable for any loss of use, loss of time, inconvenience, commercial loss, lost profits, or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. Contractor agrees, to the extent permitted by law, to defend and hold harmless H-GAC, its board members, officers, agents, officials, employees, and indemnities from any and all claims, costs, expenses (including reasonable attorney fees), actions, causes of action, judgements, and liens arising as a result of Contractor's negligent act or omission under this Master Agreement. Contractor shall notify H-GAC of the threat of lawsuit or of any actual suit filed against Contractor relating to this Master Agreement.

ARTICLE 38: LIMITATION OF CONTRACTOR'S LIABILITY

Except as specified in any separate writing between the Contractor and an END USER, Contractor's total liability under this Master Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, but excluding its obligation to indemnify H-GAC, is limited to the price of the particular products/services sold hereunder, and Contractor agrees either to refund the purchase price or to repair or replace product(s) that are not as warranted. In no event will Contractor be liable for any loss of use, loss of time, inconvenience, commercial loss, loss of profits or savings or other incidental, special, or consequential damages to the full extent such use may be disclaimed by law. Contractor understands and agrees that it shall be liable to repay and shall repay upon demand to END USER any amounts determined by H-GAC, its independent auditors, or any agency of State or Federal government to have been paid in violation of the terms of this Master Agreement.

ARTICLE 39: TITLES NOT RESTRICTIVE

The titles assigned to the various Articles of this Master Agreement are for convenience only. Titles shall not be considered restrictive of the subject matter of any Article, or part of this Master Agreement.

ARTICLE 40: JOINT WORK PRODUCT

This Master Agreement is the joint work product of H-GAC and the Contractor. This Master Agreement has been negotiated by H-GAC and the Contractor and their respective counsel and shall be fairly interpreted in accordance with its terms and, in the event of any ambiguities, no inferences shall be drawn against any party.

ARTICLE 41: PROCUREMENT OF RECOVERED MATERIAL

H-GAC and the Respondent must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include: (1) procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; (2) procuring solid waste management services in a manner that maximizes energy and resource recovery; and (3) establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. Pursuant to the Federal Rule above, as required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. § 6962(c)(3)(A)(i)), Respondent certifies that the percentage of recovered materials content for EPA-designated items to be delivered or used in the performance of the Contract will be at least the amount required by the applicable contract specifications or other contractual requirements.

DocuSign Envelope ID: B37FC13E-031F-495B-9226-EE37DAAD442B

ARTICLE 42: COPELAND "ANTI-KICKBACK" ACT

Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into the contract. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as appropriate agency instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses. A breach of the contract clauses above may be grounds for termination of the Contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

ARTICLE 43: DISCRIMINATION

Respondent and any potential subcontractors shall comply with all Federal statutes relating to nondiscrimination. These include, but are not limited to:

a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color, or national origin;
b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex;
c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps;
d) The Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101- 6107), which prohibits discrimination on the basis of age;
e) The Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse;
f) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
g) Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;
h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental, or financing of housing;
i) Any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and
j) The requirements of any other nondiscrimination statute(s) that may apply to the application.

ARTICLE 44: DRUG FREE WORKPLACE

Contractor must provide a drug-free workplace in accordance with the Drug-Free Workplace Act, as applicable. For the purposes of this Section, "drug-free" means a worksite at which employees are prohibited from engaging in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance. H-GAC may request a copy of this policy.

ARTICLE 45: APPLICABILITY TO SUBCONTRACTORS

Respondent agrees that all contracts it awards pursuant to the contract awarded as a result of this Master Agreement will be bound by the foregoing terms and conditions.

ARTICLE 46: WARRANTY AND COPYRIGHT

Submissions must include all warranty information, including items covered, items excluded, duration, and renewability. Submissions must include proof of licensing if using third party code for programming.

ARTICLE 47: DATA HANDLING AND SECURITY

Unless otherwise agreed upon between Contractor and the End User, it will always be the responsibility of the selected Contractor to manage data transfer and to secure all data appropriately during the project to prevent

DocuSign Envelope ID: B37FC13E-031F-495B-9226-EE37DAAD442B

unauthorized access to all data, products, and deliverables.

ARTICLE 48: DISPUTES

All disputes concerning questions of fact or of law arising under this Master Agreement, which are not addressed within the Whole Master Agreement as defined pursuant to Article 4 hereof, shall be decided by the Executive Director of H-GAC or his designee, who shall reduce his decision to writing and provide notice thereof to the Contractor. The decision of the Executive Director or his designee shall be final and conclusive unless, within thirty (30) days from the date of receipt of such notice, the Contractor requests a rehearing from the Executive Director of H-GAC. In connection with any rehearing under this Article, the Contractor shall be afforded an opportunity to be heard and offer evidence in support of its position. The decision of the Executive Director after any such rehearing shall be final and conclusive. The Contractor may, if it elects to do so, appeal the final and conclusive decision of the Executive Director to a court of competent jurisdiction. Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of the Master Agreement and in accordance with H-GAC's final decision.

ARTICLE 49: CHOICE OF LAW: VENUE

This Master Agreement shall be governed by the laws of the State of Texas. Venue and jurisdiction of any suit or cause of action arising under or in connection with the Master Agreement shall lie exclusively in Harris County, Texas. Disputes between END USER and Contractor are to be resolved in accordance with the law and venue rules of the state of purchase. Contractor shall immediately notify H-GAC of such disputes.

ARTICLE 50: ORDER OF PRIORITY

In the case of any conflict between or within this Master Agreement, the following order of priority shall be utilized: 1) General Provisions, 2) Special Provisions, 3) Scope of Work, and 4) Other Attachments.

ARTICLE 51: WHOLE MASTER AGREEMENT

Please note, this is an H-GAC Master Agreement template and is used for all products and services offered in H-GAC Cooperative Purchasing. Any redlines to this Master Agreement may not be reviewed. If this Master Agreement has not been signed by the Contractor within 30 calendar days, this Master Agreement will be automatically voided. The Master General Provisions, Master Special Provisions, and Attachments, as provided herein, constitute the complete Master Agreement between the parties hereto, and supersede any and all oral and written Master Agreements between the parties relating to matters herein. Except as otherwise provided herein, this Master Agreement cannot be modified without written consent of the parties.

DocuSign Envelope ID: B37FC13E-031F-495B-9226-EE37DAAD442B

SIGNATURES:
H-GAC and the Contractor have read, agreed, and executed the whole Master Agreement as of the date first written above, as accepted by:

Motorola Solutions, Inc.		**H-GAC**	
Signature	DocuSigned by: Neil Thomas 5735C8DA453B4A1...	Signature	DocuSigned by: 82EC270D5D61423...
Name	Neil Thomas	Name	Chuck Wemple
Title	Vice President, Western Region	Title	Executive Director
Date	9/28/2021	Date	9/27/2021

DocuSign Envelope ID: B37FC13E-031F-495B-9226-EE37DAAD442B

MOTOROLA SPECIAL PROVISIONS

Please note, this is an H-GAC Master Agreement template and is used for all products and services offered in H-GAC Cooperative Purchasing. Any redlines to this Master Agreement may not be reviewed. Incorporated by attachment, as part of the whole Master Agreement, H-GAC and the Contractor do, hereby agree to the Master Special Provisions as follows:

ARTICLE 1: BIDS/PROPOSALS INCORPORATED

In addition to the whole Master Agreement, the following documents listed in order of priority are incorporated into the Master Agreement by reference: Bid/Proposal Specifications and Contractor's Response to the Bid/Proposal.

ARTICLE 2: END USER AGREEMENTS ("EUA")

H-GAC acknowledges that the END USER may choose to enter into an End User Master Agreement (EUA) with the Contractor through this Master Agreement, and that the term of the EUA may exceed the term of the current H-GAC Master Agreement. H-GAC's acknowledgement is not an endorsement or approval of the End User Master Agreement's terms and conditions. Contractor agrees not to offer, agree to or accept from the END USER, any terms or conditions that conflict with those in Contractor's Master Agreement with H-GAC. Contractor affirms that termination of its Master Agreement with H-GAC for any reason shall not result in the termination of any underlying EUA, which shall in each instance, continue pursuant to the EUA's stated terms and duration. Pursuant to the terms of this Master Agreement, termination of this Master Agreement will disallow the Contractor from entering into any new EUA with END USERS. Applicable H-GAC order processing charges will be due and payable to H-GAC on any EUAs, surviving termination of this Master Agreement between H-GAC and Contractor.

ARTICLE 3: MOST FAVORED CUSTOMER CLAUSE

Contractor shall provide its most favorable pricing and terms to H-GAC. If at any time during this Master Agreement, Contractor develops a regularly followed standard procedure of entering into Master Agreements with other governmental customers within the State of Texas, and offers the same or substantially the same products/services offered to H-GAC on a basis that provides prices, warranties, benefits, and or terms more favorable than those provided to H-GAC, Contractor shall notify H-GAC within ten (10) business days thereafter, and this Master Agreement shall be deemed to be automatically retroactively amended, to the effective date of Contractor's most favorable past Master Agreement with another entity. Contractor shall provide the same prices, warranties, benefits, or terms to H-GAC and its END USER as provided in its most favorable past Master Agreement. H-GAC shall have the right and option at any time to decline to accept any such change, in which case the amendment shall be deemed null and void. If Contractor claims that a more favorable price, warranty, benefit, or term that was charged or offered to another entity during the term of this Master Agreement, does not constitute more favorable treatment, than Contractor shall, within ten (10) business days, notify H-GAC in writing, setting forth the detailed reasons Contractor believes the aforesaid offer is not in fact most favored treatment. H-GAC, after due consideration of Contractor's written explanation, may decline to accept such explanation and thereupon this Master Agreement between H-GAC and Contractor shall be automatically amended, effective retroactively, to the effective date of the most favored Master Agreement, to

DocuSign Envelope ID: B37FC13E-031F-495B-9226-EE37DAAD442B

provide the same prices, warranties, benefits, or terms to H-GAC and the END USER. This clause shall not be applicable to prices and price adjustments offered by a bidder, proposer, or contractor, which are not within bidder's/proposer's control [example; a manufacturer's bid concession], or to any prices offered to the Federal Government and its agencies

EXCEPTION: *This clause shall not be applicable to the sale of large communications systems (one million dollars ($1,000,000.00) and above). The term "Communication Systems" shall refer to a project that includes the sale of infrastructure hardware and/or software, user devices, and Contractor engineering and installation service. The contract for a "Communication System" will always have a Statement of Work and an Acceptance Test Plan. This clause shall also not be applicable to pre-existing contracts Contractor has in the State of Texas. The term "pre-existing" shall refer to contracts in existence as of the effective date of this Agreement.*

ARTICLE 4: PARTY LIABILITY

Contractor's total liability under this Master Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, is limited to the price of the particular products/services sold hereunder. Contractor agrees either to refund the purchase price or to repair or replace product(s) that are not as warranted. Contractor accepts liability to repay, and shall repay upon demand to END USER, any amounts determined by H-GAC, its independent auditors, or any state or federal agency, to have been paid in violation of the terms of this Master Agreement.

ARTICLE 5: GOVERNING LAW & VENUE

Contractor and H-GAC agree that Contractor will make every reasonable effort to resolve disputes with the END USER in accord with the law and venue rules of the state of purchase. Contractor shall immediately notify H-GAC of such disputes.

ARTICLE 6: SALES AND ORDER PROCESSING CHARGE

Contractor shall sell its products to END USERS based on the pricing and terms of this Master Agreement. H-GAC will invoice Contractor for the applicable order processing charge, which is listed and detailed in the attached "Addendum A" to this contract, when H-GAC receives notification of an END USER order. Contractor shall remit to H-GAC the full amount of the applicable order processing charge, after delivery of any product or service and subsequent END USER acceptance. Payment of the Order Processing Charge shall be remitted from Contractor to H-GAC, within thirty (30) calendar days or ten (10) business days after receipt of an END USER's payment, whichever comes first, notwithstanding Contractor's receipt of invoice. For sales made by Contractor based on this Master Agreement, including sales to entities without Interlocal Master Agreements, Contractor shall pay the applicable order processing charges to H-GAC. Further, Contractor agrees to encourage entities who are not members of H-GAC's Cooperative Purchasing Program to execute an H-GAC Interlocal Master Agreement. H-GAC reserves the right to take appropriate actions including, but not limited to, Master Agreement termination if Contractor fails to promptly remit the appropriate order processing charge to H-GAC. In no event shall H-GAC have any liability to Contractor for any goods or services an END USER procures from Contractor. At all times, Contractor shall remain liable to pay to H-GAC any order processing charges on any portion of the Master Agreement actually performed, and for which compensation was received by Contractor.

ARTICLE 7: LIQUIDATED DAMAGES

DocuSign Envelope ID: B37FC13E-031F-495B-9226-EE37DAAD442B

Any liquidated damage terms will be determined between Contractor and END USER at the time an END USER purchase order is placed.

ARTICLE 8: INSURANCE

Unless otherwise stipulated in Section B of the Bid/Proposal Specifications, Contractor must have the following insurance and coverage:

a. General liability insurance with a Single Occurrence limit of $1,000,000.00, and a General Aggregate limit of two times the Single Occurrence limit, including:
    i. Product liability insurance with a Single Occurrence limit of $1,000,000.00, and a General Aggregate limit of two times the Single Occurrence limit for all Products except Automotive Fire Apparatus. For Automotive Fire Apparatus, see Section B of the Bid/Proposal Specifications.
b. Property Damage or Destruction insurance is required for coverage of End User owned equipment while in Contractor's possession, custody, or control. The Single Occurrence limit is $500,000.00 and the General Aggregate limit must be two times the Single Occurrence limit. This insurance may be carried in several ways, e.g. under an Inland Marine policy, as art of Automobile coverage, or under a Garage Keepers policy. In any event, this coverage must be specifically and clearly listed on insurance certificate(s) submitted to H-GAC.
c. Insurance coverage shall be in effect for the length of any contract made pursuant to the Bid/Proposal, and for any extensions thereof, plus the number of days/months required to deliver any outstanding order after the close of the contract period.
d. PDF Insurance Certificates must be furnished to H-GAC after contract execution and at policy renewal during term of contract, showing Contractor as the insured and showing coverage and limits for the insurances listed above.
e. If any Product(s) or Service(s) will be provided by parties other than Contractor, all such parties are required to carry the insurance coverages specified herein, and if requested by H-GAC, a separate insurance certificate must be submitted for each such party.
f. H-GAC reserves the right to contact insurance underwriters to confirm policy and certificate issuance and document accuracy.

ARTICLE 9: PERFORMANCE AND PAYMENT BONDS FOR INDIVIDUAL ORDERS

H-GAC's contractual requirements DO NOT include a Performance & Payment Bond (PPB); therefore, Contractor shall offer pricing that reflects this cost savings. Contractor shall remain prepared to offer a PPB to cover any order if so requested by the END USER. Contractor shall quote a price to END USER for provision of any requested PPB, and agrees to furnish the PPB within ten business (10) days of receipt of END USER's purchase order.

ARTICLE 10: ORDER PROCESSING CHARGE

H-GAC will apply an Order Processing Charge, listed in Addendum A to this contract, for each sale done through the H-GAC contract, with the exception of orders for motor vehicles. Any pricing submitted must include this charge amount per the most current H-GAC schedule. For motor vehicle orders, the Processing Charge is paid by the Customer.

ARTICLE 11: CHANGE OF STATUS

Contractor shall immediately notify H-GAC, in writing, of ANY change in ownership, control, dealership/franchisee status, Motor Vehicle license status, or name. Contractor shall offer written

DocuSign Envelope ID: B37FC13E-031F-495B-9226-EE37DAAD442B

guidance to advise H-GAC if this Master Agreement shall be affected in any way by such change. H-GAC shall have the right to determine whether or not such change is acceptable, and to determine what action shall be warranted, up to and including cancellation of Master Agreement.

ARTICLE 12: REQUIREMENTS TO APPLICABLE PHYSICAL GOODS

In the case of physical goods (e.g. equipment, material, supplies, as opposed to services), all Products offered must comply with any applicable provisions of the Texas Business and Commerce Code, Title 1, Chapter 2 and with at least the following:

a. Be new, unused, and not refurbished.
b. Not be a prototype as the general design, operation and performance. This requirement is NOT meant to preclude the Contractor from offering new models or configurations which incorporate improvements in a current design or add functionality, but in which new model or configuration may be new to the marketplace.
c. Include all accessories which may or may not be specifically mentioned in the Master Agreement, but which are normally furnished or necessary to make the Product ready for its intended use upon delivery. Such accessories shall be assembled, installed and adjusted to allow continuous operation of Product at time of delivery.
d. Have assemblies, sub-assemblies and component parts that are standard and interchangeable throughout the entire quantity of a Product as may be purchased simultaneously by any Customer.
e. Be designed and constructed using current industry accepted engineering and safety practices, and materials.
f. Be available for inspection at any time prior to or after procurement.

ARTICLE 13: TEXAS MOTOR VEHICLE BOARD LICENSING

All Contractors that deal in motor vehicles shall maintain current licenses that are required by the Texas Motor Vehicle Commission Code. If at any time during this Master Agreement term, any required Contractor license is denied, revoked, or not renewed, Contractor shall be in default of this Master Agreement, unless the Texas Motor Vehicle Board issues a stay or waiver. Contractor shall promptly provide copies of all current applicable Texas Motor Vehicle Board documentation to H-GAC upon request.

ARTICLE 14: INSPECTION/TESTING

All Products sold pursuant to this Master Agreement will be subject to inspection/testing by or at the direction of H-GAC and/or the ordering Customer, either at the delivery destination or the place of manufacture. In the event a Product fails to meet or exceed all requirements of this Master Agreement, and unless otherwise agreed in advance, the cost of any inspection and/or testing, will be the responsibility of the Contractor.

ARTICLE 15: ADDITIONAL REPORTING REQUIREMENTS

Contractor agrees to submit written quarterly reports to H-GAC detailing all transactions during the previous three (3) month period. Reports must include, but are not limited, to the following information:

a. Customer Name
b. Product/Service purchased, including Product Code if applicable
c. Customer Purchase Order Number
d. Purchase Order Date
e. Product/Service dollar amount

DocuSign Envelope ID: B37FC13E-031F-495B-9226-EE37DAAD442B

f. HGACBuy Order Processing Charge amount

ARTICLE 16: BACKGROUND CHECKS

Cooperative customers may request background checks on any awarded contractor's employees who will have direct contact with students, or for any other reason they so choose, any may require contractor to pay the cost of obtaining any background information requested by the Customer.

ARTICLE 17: PROHIBITION ON CONTRACTS WITH COMPANIES BOYCOTTING ISRAEL CERTIFICATION

As required by Chapter 2271 of the Texas Local Government Code the Contractor must verify that it 1) does not boycott Israel; and 2) will not boycott Israel during the term of the Contract. Pursuant to Section 2271.001, Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and
2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

ARTICLE 18: NO EXCLUDED NATION OR TERRORIST ORGANIZATION CERTIFICATION

As required by Chapter 2252 of the Texas Government Code the Contractor must certify that it is not a company engaged in active business operations with Sudan, Iran, or a foreign terrorist organization – specifically, any company identified on a list prepared and maintained by the Texas Comptroller under Texas Government Code §§806.051, 807.051, or 2252.153. (A company that the U.S. Government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, Iran, or any federal sanctions regime relating to a foreign terrorist organization is not subject to the contract prohibition.)

ARTICLE 19: BUY AMERICA ACT (National School Lunch Program and Breakfast Program)

With respect to products purchased by Customers for use in the National School Lunch Program and/or National School Breakfast Program, Contractor shall comply with all federal procurement laws and regulations with respect to such programs, including the Buy American provisions set forth in 7 C.F.R. Part 210.21(d), to the extent applicable. Contractor agrees to provide all certifications required by Customer regarding such programs.

In the event Contractor or Contractor's supplier(s) are unable or unwilling to certify compliance with the Buy American Provision, or the applicability of an exception to the Buy American provision, H-GAC Customers may decide not to purchase from Contractor. Additionally, H-GAC Customers may require country of origin on all products and invoices submitted for payment by Contractor, and Contractor agrees to comply with any such requirement.

DocuSign Envelope ID: B37FC13E-031F-495B-9226-EE37DAAD442B

ARTICLE 20: BUY AMERICA REQUIREMENT (Applies only to Federally Funded Highway and Transit Projects)

With respect to products purchased by Customer for use in federally funded highway projects, Contractor shall comply with all federal procurement laws and regulations with respect to such projects, including the Buy American provisions set forth in 23 U.S.C. Section 313, 23 C.F.R. Section 635.410, as amended, and the Steel and Iron Preference provisions of Texas Transportation Code Section 223.045, to the extent applicable. Contractor agrees to provide all certifications required by Customer regarding such programs. With respect to products purchased by Customer for use in federally funded transit projects, Contractor shall comply with all federal procurement laws and regulations with respect to such projects, including the Buy American provisions set forth in 49 U.S.C. Section 5323(j)(1), 49 C.F.R. Sections 661.6 or 661.12, to the extent applicable. Contractor agrees to provide all certifications required by Customer regarding such programs. Contractor agrees that the provisions in this Article may be applicable in an End User Agreement.

ARTICLE 21: TITLE VI REQUIREMENTS

H-GAC in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any disadvantaged business enterprises will be afforded full and fair opportunity to submit in response to this Master Agreement and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

ARTICLE 22: EQUAL EMPLOYMENT OPPORTUNITY

Except as otherwise provided under 41 CFR Part 60, all Contracts and Customer Purchase Orders that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 shall be deemed to include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., pg.339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41CFR Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

The equal opportunity clause provided under 41 CFR 60-1.4(b) is hereby incorporated by reference. Contractor agrees that such provision applies to any contract that meets the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 and agrees that it will comply with such provision.

ARTICLE 23: CLEAN AIR AND WATER POLLUTION CONTROL ACT

Customer Purchase Orders using federal funds must contain a provision that requires the Contractor to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Pursuant to the Federal Rule above, Contractor certifies that it is in compliance with all applicable provisions of the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387) and will remain in compliance during the term of the Contract.

ARTICLE 24: PREVAILING WAGE

DocuSign Envelope ID: B37FC13E-031F-495B-9226-EE37DAAD442B

Contractor and any potential subcontractors have a duty to and shall pay the prevailing wage rate under the Davis-Bacon Act, 40 U.S.C. 276a – 276a-5, as amended, and the regulations adopted thereunder contained in 29 C.F.R. pt. 1 and 5.

ARTICLE 25: CONTRACT WORK HOURS AND SAFETY STANDARDS

As per the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708), where applicable, all Customer Purchase Orders in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

ARTICLE 26: PROFIT AS A SEPARATE ELEMENT OF PRICE

For purchases using federal funds in excess of $150,000, a Customer may be required to negotiate profit as a separate element of the price. See, 2 CFR 200.323(b). Contractor agrees to provide information and negotiate with the Customer regarding profit as a separate element of the price for the purchase. Contractor also agrees that the total price, including profit, charged by Contractor to Customer will not exceed the awarded pricing, including any applicable discount, under any awarded contract. Contractor agrees that the provisions in this Article may be applicable in an End User Agreement.

ARTICLE 27: BYRD ANTI-LOBBYING AMENDMENT

Byrd Anti-Lobbying Amendment (31U.S.C. 1352) – Contractors that apply or bid for an award exceeding $100,000 must file the required anti-lobbying certification. Each tier must certify to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier, up to the Customer. As applicable, Contractor agrees to file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 USC 1352).Contractor certifies that it is currently in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) and will continue to be in compliance throughout the term of the Contract and further certifies that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal Grant, the making of a Federal Loan, the entering into a cooperative Master Agreement, and the extension,

DocuSign Envelope ID: B37FC13E-031F-495B-9226-EE37DAAD442B

continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative Master Agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing, or attempting to influence, an officer or employee of a Member of Congress in connection with a Federal contract, grant, loan, or cooperative Master Agreement, Contractor shall complete and submit Standard Form – LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
3. Contractor shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative Master Agreements) and that all subcontractors shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certificate is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

ARTICLE 28: COMPLIANCE WITH EPA REGULATIONS APPLICABLE TO GRANTS, SUBGRANTS, COOPERATIVE MASTER AGREEMENTS, AND CONTRACTS

Contractor agrees to comply with all applicable standards, orders, regulations, and/or requirements issued pursuant to the Clean Air Act of 1970, as amended (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act, as amended (13 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15.

ARTICLE 29: COMPLIANCE WITH ENERGY POLICY AND CONSERVATION ACT

Contractor agrees to comply with applicable mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

DocuSign Envelope ID: B37FC13E-031F-495B-9226-EE37DAAD442B

Addendum A- Applicable Order Processing Charge

Excerpt from page 6 of RFP #RA05-21:

5. **Dealer/Reseller as Respondent**

   If the Respondent is a dealer or reseller of the products and/or services being proposed, the response will be evaluated based on the Respondent's authorization to provide those products and services from their manufacturer.

6. **Approval by Manufacturer**

   Any awarded contractor must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Respondents to this solicitation must submit an approval letter from each manufacturer; authorization letters must include the regions in which equipment may be sold or serviced.

7. **Administrative Fee**

   For each purchase order processed under an awarded contract, H GAC will directly invoice contractor a 1.5% Order Processing Charge applicable to the price of all equipment/services submitted in contractor's response. The Fee is calculated from awarded bid pricing before additional discounts (if any) have been applied. It is the contractor's responsibility to remit the administrative fee within thirty (30) days of processing any Customer purchase order, even if an invoice is not received from H-GAC.

   Contractor agrees that H-GAC will have the right, with reasonable notice, to inspect its records pertaining to purchase orders processed and the accuracy of the fees payable to H-GAC.

8. **Contractor Status**

   Contractor is required to provide a status form, which is not part of any evaluation, but may be relevant to other state or local procurement requirements that apply to HGACBuy Customers. The following information will need to be captured:

   a) Contractor's status as a minority/woman-owned business enterprise, historically underutilized business, or service-disabled veteran;
   b) Whether Contractor or its ultimate parent or majority owner has its principal place of business in Texas or employs at least 500 persons in Texas; and
   c) Whether Respondent is a Texas resident or a non-resident business.

DocuSign Envelope ID: B37FC13E-031F-495B-9226-EE37DAAD442B

HOUSTON-GALVESTON AREA COUNCIL COOPERATIVE PURCHASING PROGRAM

FORM-H -- MARKETING & SERVICE PLAN

Respondent:	Motorola Solutions, Inc.

H-GAC expects proposer to have the capability and willingness to serve any H-GAC Customers across the nation, and to promote any contract to the best of its ability. Respondent must submit a completed marketing and service plan form and include a detailed written narrative explaining in detail activities that will be undertaken to actively market and promote the awarded contract to H-GAC Customers and provide information on applicable items listed below:

1. Describe types of media to be used, frequency and method of outreach campaigns (social media, ads, sales tools, newsletters, etc.)
2. A description of the dedicated staff resources anticipated in serving and in promoting any contract.
3. Anticipated marketing strategies to increase sales in awarded service areas or categories
4. Anticipated employee representative trainings and frequency
5. Dedicated webpages or other online presence
6. Use of dealer or distributor networks
7. Use of existing company marketing teams and coordination with H-GAC's marketing team
8. Metrics employed to measure outreach and marketing success and measurement of sales

Motorola has marketed to local government customers the use of the H-GAC contract nationally to its direct representatives in addition to our partner network both in traditional land mobile radio and our video solutions group. Your local point of contact, George Ebelt provides nationwide training for both direct representatives and Manufacture Resellers each year, and as requested across the country. As reported of the last fourteen years, we have made significant progress in many States with both quotes and successful sales totaling well over the $10M mark outside of the State of Texas. This compliments the $60M plus in sales that Motorola has made over the last 3-5 years utilizing the H-GAC contract as its and users preferred method of sale. We are committed to training nationally on the parameters of the H-GAC contract and continue to educate both internal Motorola resources and H-GAC end users.

1. Describe types of media to be used, frequency and method of outreach campaigns (social media, ads, sales tools, newsletters, etc.)

Motorola's vast marketing efforts to promote the H-GAC buying experience along with our technologies, consists of a presence via Twitter, Facebook, and many internal Chat pages (i.e. "Bat Chat"). Additionally, we will enhance our efforts with ads where we deem most effective to promote the use of the H-GAC contract as a partner process in procuring our technologies.

2. A description of the dedicated staff resources anticipated in serving and in promoting any contract.

Motorola marketing and sales team is unmatched nationally in regards to using the H-GAC contract. Our marketing team stretches across every division nationwide along with additional support personnel in Chicago, IL at our corporate headquarters. Our national sales force consisting of more than 300 people are complimented with both an internal inside sales team and a large network of Manufacturer Resellers (MR's) doubling the number of in-person representation offering the H-GAC procurement vehicle as an option and in many cases the lead procurement vehicle for technical solutions.

3. Anticipated marketing strategies to increase sales in awarded service areas or categories

As we have for over 20+ years as a H-GAC partner, Motorola will use the H-GAC procurement vehicle (contract) for each category. We are hopeful to gain approval in all four categories as we did as the only four category partner in contract RA05-18. Our strategic approach includes signage at national conference (as they began opening) along with continued education on our virtual events. Our approach has always been to lead with the H-GAC contract in Texas and as the H-GAC presence grew nationally, we have many states doing the same.

4. Anticipated employee representative trainings and frequency

Our training for use of the H-GAC contract is an on-going dynamic plan. We have one local person in Texas who has

DocuSign Envelope ID: B37FC13E-031F-495B-9226-EE37DAAD442B

Attachment A

Motorola Solutions Inc.

Radio Communications/Emergency Response Equipment

Contract No.: RA05-21

Line Item Reference Number	Product Code	Product Summary (detailing the items, equipment and/or services being offered for the specific product code)	Manufacturer	Vendor	Item Description	Bid Price
1	**PA**	Mobile and Portable radios and accessories Base Stations and accessories Radio Trunked Systems Dispatch Consoles Mobile Data Systems Mobile Data Subscribers Mobile Computing Devices Broadband Wireless Mesh Infrastructure and Subscribers Video and Biometrics Radio Infrastructure (Towers, Shelters, UPSs and Generators) Broadband and LTE Equipment/Services Next Gen 911 Equipment/Services Intelligent Led Policing Real Time Crime Center/ Video Solutions CAD and Records Management Biometrics Applications	**Motorola Solutions, Inc.**	Motorola Solutions, Inc. and Partners	***Per the RFP Motorola has included an Electronics Catalogue (PCAT file of .pdf's) file in lieu of listing each individual product and its options. In addition, a discount APC sheet is attached in the pricing section and used to calculate all individual prices within the PCAT file.***	APC Summary Provided Below.
					Motorola also offers an extensive on-line program called My View Portal that allows each H-GAC end user to check specific contract pricing, place orders, and check shipping estimates in addition to invoice history. The on-line tool is the most advanced of its kind in the Communications Industry.	
2	**PB**	Integrated Command Control Equipment System Integration Services	**Motorola Solutions, Inc.**	Motorola Solutions, Inc. and Partners	***Per the RFP Motorola has included an Electronics Catalogue (PCAT file of .pdf's) file in lieu of listing each individual product and its options. In addition, a discount APC sheet is attached in the pricing section and used to calculate all individual prices within the PCAT file.***	APC Summary Provided Below.
					Motorola also offers an extensive on-line program called My View Portal that allows each H-GAC end user to check specific contract pricing, place orders, and check shipping estimates in addition to invoice history. The on-line tool is the most advanced of its kind in the Communications Industry.	

DocuSign Envelope ID: B37FC13E-031F-495B-9226-EE37DAAD442B

3	**PC**	Emergency Trailers System Integration Services Command Vehicles Integrated Emergency Operations Center Incident Command Systems	**Motorola Solutions, Inc.**	Motorola Solutions, Inc. and Partners	***Per the RFP Motorola has included an Electronics Catalogue (PCAT file of .pdf's) file in lieu of listing each individual product and its options. In addition, a discount APC sheet is attached in the pricing section and used to calculate all individual prices within the PCAT file***	APC Summary Provided Below.
					Motorola also offers an extensive on-line program called My View Portal that allows each H-GAC end user to check specific contract pricing, place orders, and check shipping estimates in addition to invoice history. The on-line tool is the most advanced of its kind in the Communications Industry.	
4	**PD**	Project Management System Technologist Training Advanced Services Video and Network Management Testing Civil Work (Soil grading, fencing, grub work, etc...) Tower Services (concrete/foundation work, documentation, civil work, etc..) Network Services for all category technologies Cloud Services and Associated Integration	**Motorola Solutions, Inc.**	Motorola Solutions, Inc. and Partners	***Motorola offers wide range of services including Integration, Installation and Training. The cost of these services is regional in nature. Samples below are listed for reference only.***	APC Summary Provided Below.
MOTOROLA INTEGRATION SERVICES - LMR **Motorola offers wide range of services including Integration, Installation and Training. The cost of these services is regional in nature. Samples below are listed for reference only.**						
			Motorola Solutions, Inc.	Motorola Solutions, Inc. and Partners	Project Management Daily Rate*	$2,072
			Motorola Solutions, Inc.	Motorola Solutions, Inc. and Partners	System Technologist Daily Rate*	$2,072
			Motorola Solutions, Inc.	Motorola Solutions, Inc. and Partners	Standard Shop Installation: Hourly Rate*	$150
			Motorola Solutions, Inc.	Motorola Solutions, Inc. and Partners	Standard Shop Installation: Daily Rate*	$1,200
			Motorola Solutions, Inc.	Motorola Solutions, Inc. and Partners	Mobile Radio Installation*	$180-$600
			Motorola Solutions, Inc.	Motorola Solutions, Inc. and Partners	Radio Programming*	$55-$125
			Motorola Solutions, Inc.	Motorola Solutions, Inc. and Partners	Data Installation*	$180-$600
					*Prices may vary by Region and Stated Scope. Travel Not Included.	
MOTOROLA INTEGRATION SERVICES - ADVANCED SERVICES						
			Motorola Solutions, Inc.	Motorola Solutions, Inc. and Partners	NG9-1-1 Consulting Services-Daily Rate*	$1,900
			Motorola Solutions, Inc.	Motorola Solutions, Inc. and Partners	Security Project/Program Management-Daily Rate*	$1,900
			Motorola Solutions, Inc.	Motorola Solutions, Inc. and Partners	Wireless Security Technician-Daily Rate*	$1,900

DocuSign Envelope ID: B37FC13E-031F-495B-9226-EE37DAAD442B

			Motorola Solutions, Inc.	Motorola Solutions, Inc. and Partners	Security Penetration Tester (Wired Network)-Daily Rate*	$1,900
			Motorola Solutions, Inc.	Motorola Solutions, Inc. and Partners	Security Trainer-Daily Rate*	$1,650
			Motorola Solutions, Inc.	Motorola Solutions, Inc. and Partners	Application Security Code Reviewer-Daily Rate*	$2,100
			Motorola Solutions, Inc.	Motorola Solutions, Inc. and Partners	IT Incident Response and E-Discovery Assistance-Daily Rate*	$1,900
			Motorola Solutions, Inc.	Motorola Solutions, Inc. and Partners	IT Disaster Recovery Planner-Daily Rate*	$1,900
			Motorola Solutions, Inc.	Motorola Solutions, Inc. and Partners	IT Disaster Recovery Plan Tester-Daily Rate*	$1,900
			Motorola Solutions, Inc.	Motorola Solutions, Inc. and Partners	Business Continuity/Continuity of Government Planner-Daily Rate*	$1,900
			Motorola Solutions, Inc.	Motorola Solutions, Inc. and Partners	Business Continuity/Continuity of Government Plan Tester-Daily Rate*	$1,900
			Motorola Solutions, Inc.	Motorola Solutions, Inc. and Partners	Mobile Application Services Project Management-Daily Rate*	$750
			Motorola Solutions, Inc.	Motorola Solutions, Inc. and Partners	Mobile Application Services Solution Achitech-Daily Rate*	$2,100
			Motorola Solutions, Inc.	Motorola Solutions, Inc. and Partners	Mobile Application Services Application and Solution Design-Daily Rate*	$2,100
			Motorola Solutions, Inc.	Motorola Solutions, Inc. and Partners	Mobile Application Services Application and Solution Implementation-Daily Rate*	$2,100
			Motorola Solutions, Inc.	Motorola Solutions, Inc. and Partners	Application Integration and Customization Services Project Management-Daily Rate*	$1,694
			Motorola Solutions, Inc.	Motorola Solutions, Inc. and Partners	Application Integration and Customization Services Solution Achitech-Daily Rate*	$2,100
			Motorola Solutions, Inc.	Motorola Solutions, Inc. and Partners	Application Integration and Customization Services Application and Solution Design-Daily Rate*	$2,100
			Motorola Solutions, Inc.	Motorola Solutions, Inc. and Partners	Application Integration and Customization Services Application and Solution Implementation-Daily Rate*	$1,694
			Motorola Solutions, Inc.	Motorola Solutions, Inc. and Partners	Unified Communications Services Project Management-Daily Rate*	$1,900
			Motorola Solutions, Inc.	Motorola Solutions, Inc. and Partners	Unified Communications Services Application and Solution Design-Daily Rate*	$2,100
			Motorola Solutions, Inc.	Motorola Solutions, Inc. and Partners	Unified Communications Services Application and Solution Implementation-Daily Rate*	$1,900
			Motorola Solutions, Inc.	Motorola Solutions, Inc. and Partners	Consulting Services Project Management-Daily Rate*	$1,900
			Motorola Solutions, Inc.	Motorola Solutions, Inc. and Partners	Consulting Services Internet Protocol Network Assessment-Daily Rate*	$2,100
			Motorola Solutions, Inc.	Motorola Solutions, Inc. and Partners	Consulting Services IP Network Design and Integration-Daily Rate*	$2,033
			Motorola Solutions, Inc.	Motorola Solutions, Inc. and Partners	Consulting Services IP Wide Area Network Backhaul Design and Integration-Daily Rate*	$2,100
			Motorola Solutions, Inc.	Motorola Solutions, Inc. and Partners	Consulting Services Customer Network Interface Design and Integration-Daily Rate*	$2,100
APC SUMMARY						
	6	System Integration & Support Services	**Motorola Solutions, Inc.**	Motorola Solutions, Inc. and Partners	ASTRO Dispatch Support	
	42	System Integration & Support Services	**Motorola Solutions, Inc.**	Motorola Solutions, Inc. and Partners	ASTRO SUA Upgrade Operations Support	
	43	System Integration & Support Services	**Motorola Solutions, Inc.**	Motorola Solutions, Inc. and Partners	ASTRO SUA Field Service Support	

DocuSign Envelope ID: B37FC13E-031F-495B-9226-EE37DAAD442B

	127	System Integration & Support Services	**Motorola Solutions, Inc.**	Motorola Solutions, Inc. and Partners	Motorola Shop Services	
	135	System Integration & Support Services	**Motorola Solutions, Inc.**	Motorola Solutions, Inc. and Partners	Drop Ship Freight	
	185	System Integration & Support Services	**Motorola Solutions, Inc.**	Motorola Solutions, Inc. and Partners	Motorola Subscriber Services	
	208	System Integration & Support Services	**Motorola Solutions, Inc.**	Motorola Solutions, Inc. and Partners	Motorola Project Management Services	
	231	System Integration & Support Services	**Motorola Solutions, Inc.**	Motorola Solutions, Inc. and Partners	Motorola Partner Maintenance Support	
	290	System Integration & Support Services	**Motorola Solutions, Inc.**	Motorola Solutions, Inc. and Partners	Motorola Warranty Services	
	298	System Integration & Support Services	**Motorola Solutions, Inc.**	Motorola Solutions, Inc. and Partners	ASTRO System Essential Support	
	306	System Integration & Support Services	**Motorola Solutions, Inc.**	Motorola Solutions, Inc. and Partners	Site Development Services	
	348	System Integration & Support Services	**Motorola Solutions, Inc.**	Motorola Solutions, Inc. and Partners	ASTRO System Premier Support	
	373	System Integration & Support Services	**Motorola Solutions, Inc.**	Motorola Solutions, Inc. and Partners	ASTRO System Advanced Support	
	390	System Integration & Support Services	**Motorola Solutions, Inc.**	Motorola Solutions, Inc. and Partners	ASTRO System Manager Support	
	427	System Integration & Support Services	**Motorola Solutions, Inc.**	Motorola Solutions, Inc. and Partners	3rd Party Services	
	431	System Integration & Support Services	**Motorola Solutions, Inc.**	Motorola Solutions, Inc. and Partners	Motorola Device Management Support - Essential	
	519	System Integration & Support Services	**Motorola Solutions, Inc.**	Motorola Solutions, Inc. and Partners	ASTRO Security Monitoring Support	
	560	System Integration & Support Services	**Motorola Solutions, Inc.**	Motorola Solutions, Inc. and Partners	ASTRO System Update Service Remote Patching Support	
	561	System Integration & Support Services	**Motorola Solutions, Inc.**	Motorola Solutions, Inc. and Partners	ASTRO Network Monitoring Support	
	670	System Integration & Support Services	**Motorola Solutions, Inc.**	Motorola Solutions, Inc. and Partners	Asset Management Service	
	700	System Integration & Support Services	**Motorola Solutions, Inc.**	Motorola Solutions, Inc. and Partners	Motorola Device Management Support - Advanced	
	701	System Integration & Support Services	**Motorola Solutions, Inc.**	Motorola Solutions, Inc. and Partners	Motorola Device Management Support - Premier	
	724	System Integration & Support Services	**Motorola Solutions, Inc.**	Motorola Solutions, Inc. and Partners	Motorola APX Next Management Support - Advanced	
	769	System Integration & Support Services	**Motorola Solutions, Inc.**	Motorola Solutions, Inc. and Partners	ASTRO Preventative Maintenance Support	
	772	System Integration & Support Services	**Motorola Solutions, Inc.**	Motorola Solutions, Inc. and Partners	ASTRO Technical Support	
	814	System Integration & Support Services	**Motorola Solutions, Inc.**	Motorola Solutions, Inc. and Partners	ASTRO Cyber Security Assessment Support	
	823	System Integration & Support Services	**Motorola Solutions, Inc.**	Motorola Solutions, Inc. and Partners	ASTRO SUA Hardware & Software Support	
	847	System Integration & Support Services	**Motorola Solutions, Inc.**	Motorola Solutions, Inc. and Partners	Lunarline Cyber Security Services	
	848	System Integration & Support Services	**Motorola Solutions, Inc.**	Motorola Solutions, Inc. and Partners	Lunarline Cyber Security Monitoring	
	859	System Integration & Support Services	**Motorola Solutions, Inc.**	Motorola Solutions, Inc. and Partners	Delta Risk Cyber Security Services	
	882	System Integration & Support Services	**Motorola Solutions, Inc.**	Motorola Solutions, Inc. and Partners	ASTRO On-Site Support	
	929	System Integration & Support Services	**Motorola Solutions, Inc.**	Motorola Solutions, Inc. and Partners	ASTRO Infrastructure Repair Support	

DocuSign Envelope ID: B37FC13E-031F-495B-9226-EE37DAAD442B

	943	System Integration & Support Services	**Motorola Solutions, Inc.**	Motorola Solutions, Inc. and Partners	ASTRO SUA Training Service Support	
	948	System Integration & Support Services	**Motorola Solutions, Inc.**	Motorola Solutions, Inc. and Partners	3rd Party Maintenance Support	
	969	System Integration & Support Services	**Motorola Solutions, Inc.**	Motorola Solutions, Inc. and Partners	ASTRO System Update Service Local Patching Support	
	901	Lifecycle Services	**Motorola Solutions, Inc.**	Motorola Solutions, Inc. and Partners	Migration Assurance Program	
	902	Lifecycle Services	**Motorola Solutions, Inc.**	Motorola Solutions, Inc. and Partners	SMA	
	903	Lifecycle Services	**Motorola Solutions, Inc.**	Motorola Solutions, Inc. and Partners	SUA, SUA II	
	904	Lifecycle Services	**Motorola Solutions, Inc.**	Motorola Solutions, Inc. and Partners	SUS	
	905	Lifecycle Services	**Motorola Solutions, Inc.**	Motorola Solutions, Inc. and Partners	SA	
	390	Professional Services	**Motorola Solutions, Inc.**	Motorola Solutions, Inc. and Partners	Performance Management Reports	
	659	Professional Services	**Motorola Solutions, Inc.**	Motorola Solutions, Inc. and Partners	NG-911	
	659	Professional Services	**Motorola Solutions, Inc.**	Motorola Solutions, Inc. and Partners	Security, IP Networking	
	670	Professional Services	**Motorola Solutions, Inc.**	Motorola Solutions, Inc. and Partners	SI	
	842	Professional Services	**Motorola Solutions, Inc.**	Motorola Solutions, Inc. and Partners	311 Software	
	561	Service/Maintenance	**Motorola Solutions, Inc.**	Motorola Solutions, Inc. and Partners	Network Monitoring	
	769	Service/Maintenance	**Motorola Solutions, Inc.**	Motorola Solutions, Inc. and Partners	Network Preventive Maintenance & Onsite Infrastructure Response	
	769	Service/Maintenance	**Motorola Solutions, Inc.**	Motorola Solutions, Inc. and Partners	SUAII	
	772	Service/Maintenance	**Motorola Solutions, Inc.**	Motorola Solutions, Inc. and Partners	Technical Support	
	929	Service/Maintenance	**Motorola Solutions, Inc.**	Motorola Solutions, Inc. and Partners	Services	
	206	Service/Maintenance	**Motorola Solutions, Inc.**	Motorola Solutions, Inc. and Partners	Subscriber Repair	
	293	Service/Maintenance	**Motorola Solutions, Inc.**	Motorola Solutions, Inc. and Partners	Services/Training	
	17	Software SI Delivery Services	**Motorola Solutions, Inc.**	Motorola Solutions, Inc. and Partners	PremierOne CAD Delivery Services	
	30	Software SI Delivery Services	**Motorola Solutions, Inc.**	Motorola Solutions, Inc. and Partners	Flex CAD Delivery Services	
	79	Software SI Delivery Services	**Motorola Solutions, Inc.**	Motorola Solutions, Inc. and Partners	Situational Awareness Delivery Services	
	86	Software SI Delivery Services	**Motorola Solutions, Inc.**	Motorola Solutions, Inc. and Partners	Emergency Notification Delivery Services	
	90	Software SI Delivery Services	**Motorola Solutions, Inc.**	Motorola Solutions, Inc. and Partners	PremierOne Records Delivery Services	
	97	Software SI Delivery Services	**Motorola Solutions, Inc.**	Motorola Solutions, Inc. and Partners	Flex Records Delivery Services	
	99	Software SI Delivery Services	**Motorola Solutions, Inc.**	Motorola Solutions, Inc. and Partners	Flex Jail Delivery Services	
	141	Software SI Delivery Services	**Motorola Solutions, Inc.**	Motorola Solutions, Inc. and Partners	Digital Evidence Delivery Services	
	168	Software SI Delivery Services	**Motorola Solutions, Inc.**	Motorola Solutions, Inc. and Partners	Kodiak Delivery Services	

DocuSign Envelope ID: B37FC13E-031F-495B-9226-EE37DAAD442B

	327	Software SI Delivery Services	**Motorola Solutions, Inc.**	Motorola Solutions, Inc. and Partners	CAD Mobile Delivery Services	
	331	Software SI Delivery Services	**Motorola Solutions, Inc.**	Motorola Solutions, Inc. and Partners	CAD Suite Deployment	
	473	Software SI Delivery Services	**Motorola Solutions, Inc.**	Motorola Solutions, Inc. and Partners	Spillman Delivery Services	
	586	Software SI Delivery Services	**Motorola Solutions, Inc.**	Motorola Solutions, Inc. and Partners	CallWorks Delivery Services	
	639	Software SI Delivery Services	**Motorola Solutions, Inc.**	Motorola Solutions, Inc. and Partners	Critical Connect Delivery Services	
	634	Software SI Delivery Services	**Motorola Solutions, Inc.**	Motorola Solutions, Inc. and Partners	Situational Awareness 3rd Party HW and SW or just HW	
	572	Software SI Delivery Services	**Motorola Solutions, Inc.**	Motorola Solutions, Inc. and Partners	Situational Awareness 3rd Party HW and SW or just HW	
	141	Software SI Delivery Services	**Motorola Solutions, Inc.**	Motorola Solutions, Inc. and Partners	Interface SA	
	144	Software SI Delivery Services	**Motorola Solutions, Inc.**	Motorola Solutions, Inc. and Partners	Professional Services, Training Analytics Plus Only	

LIFECYCLE MANAGEMENT **ADDENDUM**

This Addendum to the Communications System and Services Agreement or other previously executed Agreement currently in force, as applicable ("Primary Agreement") provides additional or different terms and conditions to govern the sale of Lifecycle Management services. The terms in this Addendum are integral to and incorporated into the Primary Agreement signed by the Parties.

1. DEFINITIONS

All capitalized terms not otherwise defined herein shall have the same meaning as defined in the Agreement.

"Lifecycle Management Services" means the upgrade services as defined in the applicable Statement(s) of Work.

"MUA" means Microwave Upgrade Agreement (MUA).

"NUA" means Network Upgrade Agreement (NUA).

"SUA" or "SUA II" means Motorola's Software Upgrade Agreement program (which may include MUA or NUA).

2. SCOPE

Motorola will provide Services as further described in the applicable Statement of Work, or attachment to Motorola's proposal for additional services.

3. TERMS AND CONDITIONS

The terms of the Primary Agreement combined with the terms of this Addendum will govern the products and services offered pursuant to this Addendum. To the extent there is a conflict between the terms and conditions of the Primary Agreement and the terms and conditions of this Addendum, this Addendum takes precedence.

3.2 **LIFECYCLE MANAGEMENT SERVICES**

3.2.1 PURCHASE ORDER ACCEPTANCE. Purchase orders for SUA, NUA or MUA services and software support, during the Warranty Period or after the Warranty Period, become binding only when accepted in writing by Motorola.

3.2.2 The Software License Agreement included as Exhibit A to the Agreement applies to any Motorola Software provided as part of the Lifecycle Management transactions.

3.2.3 The term of this Addendum is 4 years, commencing on December 01, 2023. The Lifecycle Management Price for the 4 years of services is $735,377.00 excluding applicable sales or use taxes but including discounts as more fully set forth in the pricing pages. Because

the Lifecycle Management services are subscription services as more fully described in the applicable Statement of Work, payment from Customer is due in advance and will not be in accordance with any Payment Milestone Schedule.

3.2.4 The System upgrade will be scheduled during the subscription period and will be performed when Motorola's system upgrade operation resources are available. Because there might be a significant time frame between when this Amendment is executed and when a System upgrade transaction is performed, Motorola may substitute any of the promised Equipment or Software so long as the substitute is equivalent or superior to the initially promised Equipment or Software.

3.2.5 Acceptance of a Lifecycle Management transaction occurs when the Equipment (if any) and Software are delivered and the Lifecycle Management services are fully performed; there is no Acceptance Testing with a Lifecycle Management transaction.

3.2.6 The Warranty Period for any Equipment or Motorola Software provided under a Lifecycle Management transaction will commence upon shipment and not on System Acceptance or Beneficial Use, and is for a period of ninety (90) days rather than one (1) year. The ninety (90) day warranty for Lifecycle Management services is set forth in the applicable Statement of Work.

3.2.7 In addition to the description of the services and exclusions provided in the Statement of Work, the following apply:

a) Upon reasonable request by Motorola, Customer will provide a complete serial and model number list of the Equipment.

b) services exclude the repair or replacement of Equipment that has become defective or damaged from use in other than the normal, customary, intended, and authorized manner; use not in compliance with applicable industry standards; excessive wear and tear; or accident, liquids, power surges, neglect, acts of God or other force majeure events.

c) Unless specifically included in this Addendum or the Statement of Work, services exclude items that are consumed in the normal operation of the Equipment; accessories; and repair or maintenance of any transmission line, antenna, microwave equipment, tower or tower lighting, duplexer, combiner, or multicoupler. Motorola has no obligations for any transmission medium, such as telephone lines, computer networks, the internet or the worldwide web, or for Equipment malfunction caused by the transmission medium.

d) Customer will provide Motorola with designated points of contact (list of names and phone numbers) that will be available during the performance of the services.

3.2.8 The annualized price is based on the fulfillment of the two year cycle. If Customer terminates this service during a two year cycle, except for Motorola's default, then Customer will be required to pay for the balance of payments owed for the two year cycle if a major system release has been implemented before the point of termination.

3.2.9 If Customer terminates this service and contractual commitment before the end of the 4 year term, for any reason other than Motorola's default, then the Customer will pay to Motorola a termination fee equal to the discount applied to the last three years of service payments related to the 4 year commitment.

3.2.10 INFLATION ADJUSTMENT. For multi-year agreements, at the end of the first year of the Agreement and each year thereafter, a CPI percentage change calculation shall be performed using the U.S. Department of Labor, Consumer Price Index, all Items, Unadjusted Urban Areas (CPI-U). Should the annual inflation rate increase greater than 3% during the previous year, Motorola shall have the right to increase all future maintenance prices by the CPI increase amount exceeding 3%. All items, not seasonally adjusted shall be used as the measure of CPI for this price adjustment. Measurement will take place once the annual average for the new year has been posted by the Bureau of Labor Statistics. For purposes of illustration, if in year 5 the CPI reported an increase of 8%, Motorola may increase the Year 6 price by 5% (8%-3% base).

4. ENTIRE AGREEMENT. This Addendum, any related attachments, and the Agreement, constitutes the entire agreement of the Parties regarding the subject matter of this Addendum and supersedes all previous agreements, proposals, and understandings, whether written or oral, relating to this subject matter. This Addendum may be amended or modified only by a written instrument signed by authorized representatives of both Parties. The preprinted terms and conditions found on any Customer purchase or purchase order, acknowledgment or other form will not be considered an amendment or modification of this Addendum, even if a representative of each Party signs that document.

END

ADDENDUM NO. 1

This Addendum No. 1 is entered into as of December 29, 2021 ("**Addendum Effective Date**"), by and between Motorola Solutions, Inc. and Client and is hereby incorporated into the terms and conditions of the HGAC Communication Systems and Services Agreement (CSSA), together with its exhibits and applicable Addenda ("**Agreement**") by reference and made a part thereof. If there is any conflict between a provision of the Agreement and this Addendum, this Addendum will control. Any capitalized terms not otherwise defined herein shall have the meaning set forth in the Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Addendum No. 1 to be executed by their respective duly authorized representatives as of the Addendum Effective Date.

Motorola Solutions, Inc.	**CITY OF WEATHERFORD, TEXAS ("Client")**
Signed:	Signed:
Name: Clay Cassard	Name: James Hotopp
Title: MSSSI Vice President	Title: City Manager
Date: 12/29/2021	Date: December 29, 2021

1. Equipment Warranty. The second sentence of Section 10.2 is hereby deleted in its entirety from the Agreement and replaced with the following:

   "If System Acceptance is delayed beyond six (6) months after shipment of the Equipment by Customer due to events or causes within its control, then this warranty expires eighteen (18) months after the shipment of the Equipment."

2. Performance Schedule Delays Caused by Customer. The following is added to the beginning of Section 11.2 of the Agreement:

   "Subject to Section 11.1 (Force Majeure), …"

3. General Indemnity. The first sentence of Section 14.1 of the Agreement is hereby deleted in its entirety and replaced with the following:

   "14.1. GENERAL INDEMNITY BY Motorola. Motorola will indemnify, defend and hold Customer, its officers, directors, and employees harmless from any and all liability, expense, judgment, suit, cause of action, or demand for personal injury, death or direct damage to tangible property which may accrue against Customer to the extent it is caused by negligence of Motorola, its subcontractors, or their employees or agents, if Customer if gives Motorola prompt, written notice of any claim or suit."

4. General Indemnity By Customer. The following is hereby added to the beginning of the first sentence of Section 14.2:

   "To the extent allowed by law, "

5. Limitation of Liability. Section 15 of the Agreement is hereby deleted in its entirety and replaced with the following:

> "Except for personal injury or death, or gross negligence of Motorola or its employees or subcontractors, Motorola's total liability to Customer, whether for breach of contract, warranty, negligence, strict liability in tort, indemnification, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the amounts paid by Customer to Motorola under this Agreement in the twelve (12) months preceding the incident giving rise to the claim. ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE TO CUSTOMER FOR ANY COMMERCIAL LOSS, INCONVENIENCE, LOSS OF USE, LOSS TIME, DATA, GOODWILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT. This limitation of liability provision survives the expiration or termination of the Agreement and applies notwithstanding any contrary provision. No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought the latter of more than two (1) years after the accrual of the cause of action or termination of this Agreement, except for money due upon an open account."

6. Subcontractors. The following is hereby added to the end of Section 17.2 of the Agreement:

> "Motorola is responsible and liable for the acts and omissions of any subcontractor or agent that Motorola instructs to perform Motorola obligations under this Agreement."

7. Survival of Terms. The following is hereby added to the end of Section 17.12 of the Agreement:

> "In addition, the following terms and conditions shall survive termination or expiration of this Agreement: Section 10 (Warranty) and Section 14 (Indemnity)."

8. Software Warranty. The first sentence of Section 6 of Exhibit A of the Agreement is hereby deleted in its entirety and replaced with the following:

> "Unless otherwise stated in the Primary Agreement, the commencement date and the term of the Software warranty will be a period of 12 months from Motorola's shipment of the Software."

9. Defective Software Warranty Remedy. The last sentence of Section 6.2 of Exhibit A of the Agreement is hereby deleted in its entirety and replaced with the following:

> "If Motorola cannot correct the defect within a reasonable time, not to exceed 30 days from notice, in accordance with Section 17.7, then at Motorola's option, Motorola will replace the defective Software with functionally-equivalent Software, license to Licensee substitute Software which will accomplish the same objective, or terminate the license and refund the Licensee's paid license."

10. Cure for Customer Breach. The following is hereby added as a new Section 8.4 to Exhibit A of the Agreement:

> "Notwithstanding anything to the contrary in this Agreement, Customer shall have the right to attempt to cure any alleged breach of this Agreement for a period of 30 days after receipt of notice from Motorola thereof that provides sufficient details for Customer to cure."

11. Payment Schedule. The payment schedule for the System Purchase as set forth in Exhibit B of the Agreement is hereby deleted and replaced with the following:

"System Purchase (excluding Subscribers, if applicable)

1. 25% of the Contract Price due within 30 days of the full execution of the Agreement.
2. 45% of the Contract Price due upon receipt of invoice, to be sent upon shipment of Equipment from Staging.
3. 10% of the Contract Price due upon receipt of invoice, to be sent upon installation and acceptance of Equipment.
4. 20% of the Contract Price due upon receipt of invoice, to be sent upon Final Acceptance by Customer."

Weatherford City Council

AGENDA REPORT

Meeting Date:	October 27, 2026	**Staff Contact:**	Jaycob Kirkpatrick, Director Parks, Recreation and Special Events
Item Number:	2026-1119-AR	**Phone:**	817-598-4248

SUBJECT: Consider approval of an agreement between the City of Weatherford and the Weatherford Mountain Bike Club for a new five-year term.

BACKGROUND/DISCUSSION

Quanah Hill is a 100-acre property managed through an agreement with the City of Weatherford and Weatherford Parks Department. Located in Parker County north of Interstate 20 and west of Lake Weatherford, the 7.1 mile trail climbs from a low elevation of 900 near the trailhead to 1040 at its highest point. The five trail names pay tribute to the people and places of Parker County. Quanah Hill has a beginner level Green Trail called Lost Boys Loop that is kid and beginner friendly. The Yellow Trail (1886), Blue Trail (Good Night, Good Luck) and Orange Trail (Bankhead Highway) are considered Intermediate level trails. The Red Trail (El Bandito) is considered an advanced level trail. MTB Project rates Quanah Hill as one of the Top 20 trails in Texas in overall satisfaction.

The Quanah Hill trailhead has parking available for approximately 45 vehicles, a bathroom and water. People on foot traverse the trail clockwise and bikers counterclockwise.

The Weatherford Mountain Bike Club have been our trail stewards of the Quanah Hill trails from the day the trails were opened. The continued partnership between WMBC and the City of Weatherford has been very beneficial and staff recommends approval of this renewed contract. The WMBC continues to maintain the trails at a high level and exceeds our expectations.

FINANCIAL IMPACT

None.

SUGGESTED ACTION

Staff recommends approval.

ATTACHMENTS

- 2026 Weatherford Mountain Bike Club Agreement
- Quanah Hill Trail Map-Exhibit A

USER AGREEMENT

THIS USER AGREEMENT ('User Agreement") is made by and between the **CITY OF WEATHERFORD,** a municipality situated in the State of Texas (hereinafter referred to as "City") acting by and through its duly authorized **City Council** or appointees, and **WEATHERFORD MOUNTAIN BIKE CLUB**, a Texas non-profit organization (hereinafter referred to as "WMBC"), acting by and through its duly authorized President.

SECTION 1
DESCRIPTION OF PROPERTY

1.01 The **City** hereby engages the **WMBC,** and the **WMBC** hereby agrees to construct and maintain mountain bike trails ("Trails") in the **City of Weatherford** hereafter called ("City Property") in this Agreement and also known as Utility Property located at the 2722 White Settlement Road, Weatherford, Texas 76086 as further described in Exhibit A, attached into this Agreement.

SECTION 2
DUTIES AND RESPONSIBILITIES

2.01 **WMBC** shall, at is sole cost and expense, construct and maintain the **Trails** in accordance with this Agreement. Any construction and maintenance of the **Trails** shall be subject to the following:

1. WMBC shall take such steps as are appropriate to ensure that the work involved is properly coordinated with any related work performed by the **City**.

a. Prior to beginning construction of any new **Trails** within the **City**, the **WMBC** must first obtain the advance written approval of the **City's Director of the Parks, Recreation and Special Events Department** ("Director") or that person's designee.
b. **City** and **WMBC** agree that **WMBC** will construct the **Trails**:
    i. In accordance with a set of plans and specifications pre-approved by **Director** prior to beginning any construction;
    ii. In accordance with all applicable laws, ordinance, rules, regulations, and specifications of all federal, state, county, city, and other governmental agencies applicable to the **City** now or hereafter in effect;
    iii. In a good and workman-like manner;
    iv. In accordance with the industry standards of care, skill, and diligence.
c. **WMBC** shall be solely responsible for initiating, maintaining, and supervising all safety precautions in connection with construction or material alteration of the **City Property** and **WMBC's** use thereof.

d. Any work by **WMBC** prior to approval by the **Director** may be ordered stopped at the discretion of the **Director** and subject to removal and replacement by **WMBC** at **WMBC's** own expense.
e. **Trail** maintenance shall include, but not be limited to: repairing and/or replacing that which is considered eroded or in disrepair; pruning of trees; removal of brush; and litter control.
f. **WMBC** may mow and trim the **City Property** on a more frequent basis than current mowing schedules set by the **Director**, at its sole cost and expense. Mowing will be conducted in a manner to comply with set guidelines used for general mowing on any city property with the written permission of the **Director**. **WMBC** may prune trees and clear brush and all debris resulting from said work shall be removed by **WMBC,** at its sole cost and expense.
g. **WMBC** shall keep the **City** informed of any modification planned for the **City Property** and shall not conduct any modifications including, but not limited to any trimming and/or pruning or tree removal, until written approval is obtained from the **Director**.
h. **WMBC** shall provide the **City** with any maintenance schedules deemed necessary.
i. **WMBC** shall not permit motorized vehicles, excluding mowing equipment, onto improved areas within the **City Property** without advance written permission by the **Director.**
j. **WMBC** shall have the right to erect signs in compliance with all federal, state, and local statues, ordinance, rules, regulations and specifications, displaying the **Trails** and the sponsorship of the activities by the **WMBC**, subject to the prior approval of the **Director**. **WMBC** shall post safety guidelines for the **Trails** in all areas of construction.

2.02 **2.** The **City** will perform the following:
a. Make inspections to determine compliance with this Agreement.
b. City will mow or cause to be mowed the **City Property** in accordance with the City's most current mowing practices.

2.03 Damage to any city-owned property shall be investigated by proper authorities and determined cause will be submitted in a timely manner.

1. In the event that any city-owned property should be damaged or destroyed by the **WMBC** during the performance of the **Trail** services hereunder, including, but not limited to, construction and maintenance of the **Trails**, the **WMBC** shall be solely responsible for all repairs or replacements. The **City** shall determine whether any damage has been done, the amount of the damage, the reasonable costs of repairing the damage, and whether **WMBC** is responsible. The City shall be the sole judge of the damage to the **City Property** in which judgment shall be exercised reasonably. Any damage by **WMBC** shall be repaired or replaced by **WMBC** to the reasonable satisfaction of the **City**

within thirty (30) calendar days of receipt of written notification from the **City**, unless agreed to otherwise by the parties in writing.

SECTION 3
TERMS OF AGREEMENT

3.01 Unless terminated earlier pursuant to the terms hereof, this **User Agreement** shall be for a term of **five (5) years beginning the (28th) twenty eighth day of October 2026 and ending on the (28th) twenty eighth day of October 2031.** This **Term** may be renewed every **five (5) years** under the same conditions and terms only by mutual, written agreement of the parties. **WMBC** must advise the **City** in writing of its intent to renew this **User Agreement** at least 30 days prior, but no earlier than 90 days prior, to the termination date of the **Term**.

SECTION 4
ALTERNATIONS AND ADDITIONS

4.01 **WMBC** shall not make or cause to be made any alterations, additions, or improvements to the **City Property** without the prior written consent of the **Director** as set forth above in SECTION 2. The **Director** reserves the right to either approve or disapprove of any plans, either in whole or in part, as may be necessary in its sole and absolute discretion.

4.02 All alterations, additions, and improvements, including, but not limited to, the **Trails**, located on the described **City Property** mentioned in SECTION 1, made with the written consent of the **Director** shall, upon completion and acceptance by the **City**, become the property of the **City**.

SECTION 5
RIGHT OF ACCESS

5.01 The **City** does not relinquish the right to control the management of the **City Property**, **Trails** or any designated area mentioned in SECTION 1, or the right to enforce all necessary and proper rules for the management and operation of the same. The **City** through its City Manager, Director, Utility personnel, Police personnel, and Fire personnel, and any other designated representative, has the right at any time to enter any portion of the **City Property** without causing or constituting a termination of the use or any interference of the use of the **City Property** by **WMBC** for the purpose of inspecting and maintaining the same and doing any and all activities necessary for the proper conduct and operation of public property; provided this shall not authorize or empower **City** to direct the activities of **WMBC** or assume liability for **WMBC's** activities.

5.02 The **City** reserves the right to modify or remove any improvements made by **WMBC**, including but not limited to, the **Trails**, at the **City Property** as deemed necessary by the **Director**, in its sole discretion, for situations that include, without limitation, the following:

a. **WMBC** ceases to maintain the **City Property** according to this Agreement.

b. The **City Property** becomes a hazard to the general public.

c. The **City** determines, in its sole discretion that another beneficial use for the **City Property** exists, to include, without limitations, street relocation; street alignment; and the installation of public utilities or improvements.

SECTION 6
INDEMNIFICATION, LIABILITY, AND WAIVERS

6.01 **WMBC** agrees to and does hereby defend, indemnify, and hold the **City,** its officers, agents, representative, and employees harmless against any and all claims, lawsuits, actions, costs, and expenses of any kind, including, but not limited to, those for property damage or loss (including alleged damage or loss to owner's business and any resulting lost profits) and/or personal injury, including death, that my related to, arise out of or be occasioned by: *(i)* **WMBC's** breach of any of the terms or provisions of this agreement or *(ii)* any act or omission or intentional misconduct of **WMBC,** its officers, agents, associates, employees, contractors, (other than the **City**), volunteers, or subcontractors, related to installation and maintenance of improvements in or to the medians, rights-of-ways, designated areas, waterways or creek beds located within the **City Property**, or the performance of this Agreement; except that the indemnity provided for in this paragraph shall not apply to any liability resulting from the sole negligence or willful acts of the **City** or its officers, agents, employees, or separate contractors, and in the event of joint and concurrent negligence or will acts of both **WMBC** and **City** or its officers, agents, employees, or separate contractors, responsibility, if any, shall be apportioned comparatively in accordance with the laws of the State of Texas.

6.02 **WMBC** covenants and agrees that the **City** shall in no way nor under any circumstances be responsible for any property belonging to **WMBC**, its members, employees, agents, contractors, subcontractors, invitees, licensees, volunteers or trespassers, which may be stolen, destroyed, or in any way damaged, and **WMBC hereby indemnifies and hold harmless the City from and against any and all such claims**. The **City** does not guarantee police protection and will not be liable for any loss of damage sustained by **WMBC**, its members, employees, agents, contractors, subcontractors, invitees, licensees, or trespassers on any of the **City Property**.

6.03 **WMBC** agrees to forever release and waive all claims against the **City**, its departments, officers, agents, employees, and representative for any and all claims, lawsuits, damages, and liabilities, including, but not limited to, personal injury (including death) and property

damage or loss, from any act or omission of **WMBC**, its employees, officers, agents, representative, and volunteers in connection with this Agreement.

6.04 It is further agreed that the acceptance of this release shall not constitute a waiver by the **City of Weatherford** of any defense of governmental immunity, where applicable, or any other defense recognized by the Statutes and Court decisions of the State of Texas.

SECTION 7
INSURANCE

7.01 **The City of Weatherford** will not require insurance under this Agreement unless the fulfillment of any obligations hereunder requires the use of a contractor or riding equipment, which may include, without limitation a riding lawnmower or bulldozer. If the fulfillment of any obligations requires the use of a contractor, then the contractor must have, at a minimum, insurance coverage as detailed below. Likewise, if the **WMBC** desires to use riding equipment to fulfill any obligation under this Agreement, then the **WMBC** must have at a minimum, insurance coverage as detailed below. Prior to commencing any work, the **WMBC** and/or its contractor (as applicable) shall deliver to **City** certificates documenting a $1,000,000-dollar minimum liability insurance coverage listing the City of Weatherford as a certificate holder and/or additional insured as City of Weatherford, 303 Palo Pinto Street, Weatherford, TX 76086 as its interest may appear. The **City** may elect to have the **WMBC** or its contractor submit its entire policy for inspection. All insurance must be maintained through the term that such activities shall take place on the **City Property**. The **City** requires **WMBC** to provide additional automobile insurance certificates for any use of contractual equipment to include, but not limited to riding lawnmower or bulldozer which will be used on **City Property**.

a. Insurance coverage and limits:
    i. Commercial General Liability Insurance $1,000,000 each occurrence
    ii. $2,000,000 aggregate
b. Automobile Liability Insurance:
    i. Coverage on vehicles involved in the work performed under this contract: $1,000,000 per accident on a combined single limit basis or: $500,000 bodily injury each person: $1,000,000 bodily injury each accident: and $250,000 property damage.
    ii. The named insured and employees of **WMBC** or its contractor shall be covered under this policy.
    iii. The **City of Weatherford** shall be named as a certificate holder and/or additional insured as City of Weatherford, 303 Palo Pinto Street, Weatherford, TX 76086 as its interests may appear.
    iv. Liability for damages occurring while loading, unloading and transporting materials collected under the Agreement shall be included under this policy.

c. Worker's Compensation:
    i. Coverage A: Statutory limits
    ii. Coverage B: $100,000 each accident
    iii. $500,000 disease-policy limit
    iv. $100,000 disease-each employee
d. Miscellaneous
    i. Applicable policies shall be endorsed to name the City of Weatherford as a certificate holder and/or additional insured as City of Weatherford, 303 Palo Pinto Street, Weatherford, TX 76086, as its interests may appear. The term **City** shall include its employees, officers, officials, agents, and volunteers as respect to services.
    ii. Certificate(s) of Insurance shall document that insurance coverage specified herein are provided under applicable policies documented thereon.
    iii. Any failure on part of the **City** to request required insurance documentation shall not constitute a waiver of the insurance requirements.
    iv. Any failure on the part of the **WMBC** to maintain the required insurance as so stated will result in immediate termination of this **User Agreement.**
    v. **WMBC** will be required to submit a Special Event Application to the Parks, Recreation & Special Event Department, City of Weatherford, for any organized event on **City Property** no later than (30) days prior to the special event including any additional insurance or other requirements as necessary.
    vi. **WMBC** will provide a minimum of a thirty (30) day notice of cancellation or material change in coverage to the **City**. A ten (10) day notice shall be acceptable in the event of non-payment of premium. Such terms shall be endorsed onto **WMBC's** or its contractor's insurance policies. Notice shall be sent to Department of Risk Management, City of Weatherford, 303 Palo Pinto Street, Weatherford, Texas 76086.
    vii. Insurers for all policies must be authorized to do business in the State of Texas or be otherwise approved by the **City**; and such insurers shall be acceptable to the **City** in terms of their financial strength and solvency.
    viii. Deductible limits, or self-insured retentions, affecting insurance required herein shall be acceptable to the **City** in its sole discretion; and, in lieu of traditional insurance, any alternative coverage maintained through insurance pools or risk retention groups also must be approved. Dedicated financial resources or Letter of Credit may also be acceptable to the **City**.
    ix. Applicable policies shall each be endorsed with a waiver of subrogation in favor of the **City** as respects to the **User Agreement**.
    x. The **City** shall be entitled, upon its request and without incurring expense, to review the **WMBC's** or its contractor's insurance policies including endorsements thereto and at the **City's** discretion, the **WMBC** or its

contractor may be required to provide proof of insurance premium payments.

xi. The Commercial General Liability insurance policy shall have no exclusions by endorsements unless the **City** approves such exclusions.

xii. The **City** shall not be responsible for the direct payment of any insurance premiums required by the contract. It is understood that insurance cost is an allowable component of contractor's overhead.

xiii. All insurance required above shall be written on an occurrence basis in order to be approved by the **City**.

xiv. If **WMBC** does not have employees or automobiles, **WMBC** will not be required to obtain Auto Liability or Worker's Compensation insurance.

7.02 In the case of hosting a Special Event on said **City Property, WMBC** will abide by Special Event insurance requirements when submitting a request to the **City** on a special event application along with any other requirements needed during the Special Event timeframe.

SECTION 8
CHARITABLE ORGANIZATION

8.01 **WMBC** agrees that if it is a charitable organization, corporation, entity or individual enterprise have, claiming or entitled to any immunity, exemption (statutory or otherwise) or limitation from and against liability for damage or injury to property or person under the provisions of the Charitable Immunity and Liability Act of 1987, C.P.R.C., et seq., or other applicable law, that **WMBC** hereby expressly waives its right to assert or plead defensively any such immunity or limitation of liability as against the **City**. If applicable, **WMBC** annually shall submit proof of a 501 (c) (3) certificate of eligibility to the **City**.

SECTION 9
INDEPENDENT CONTRACTOR

9.01 **WMBC** shall perform all work and services hereunder as an independent contractor, and not as an officer, agent, servant or employee of the **City**. **WMBC** shall have exclusive control of, and the exclusive right to control the details of the work performed hereunder, and all persons performing same, and shall be solely responsible for the acts and omissions of its officers, agents, employees and subconsultants (or subcontractors). Nothing herein shall be construed as creating a partnership or joint venture between the **City** and **WMBC,** its officer, agents, employees and subconsultants (or subcontractors), and doctrine of respondent superior has no application as between the **City** and **WMBC.**

SECTION 10
COMPLIANCE WITH LAWS; LICENSES AND PERMITS

10.01 This **User Agreement** will be subject to all applicable federal, state and local laws, ordinances, rules and regulations, including, but not limited to all provisions of the **City's** Charter and ordinances, as amended.

10.02 **WMBC** shall obtain and keep in effect at its own cost and expense all licenses and permits, and pay all taxes incurred or required in connection with this **User Agreement** and its operations hereunder.

SECTION 11
LIENS

11.01 **WMBC** agrees not to take any action that would result in the creation of any lien on **City Property.** In the event that a lien is filed, as a result of any action of **WMBC**, **WMBC** will take all necessary steps to bond around or remove the lien within 10 days of filing.

SECTION 12
TERMINATION AND DEFAULT

12.01 Either party may terminate this **User Agreement** without cause by the giving of a thirty (30) day notice in writing to the other party.

12.02 **WMBC** shall be in default under this **User Agreement** if **WMBC** breaches any term or conditions of this **User Agreement** and such breach remain uncured after thirty (30) calendar days following receipt of written notice from the **City** referencing this **User Agreement** (or, if **WMBC** has diligently and continuously attempted to cure following receipt of such written notice but reasonably requires more than thirty (30) calendar days to cure, then such additional amount of time as is reasonably necessary to effect cure, as determined by both parties mutually and in good faith). After notice and opportunity to cure as provided in the **User Agreement**, the **City** shall have the right, and without further notice, to declare this **User Agreement** immediately terminated and to enter into and take full possession of the **City Property** save and except such personal property and equipment as may be owned by **WMBC**.

SECTION 13
NON-DISCRIMINATION/DISABILITIES

13.01 **WMBC,** in its construction, maintenance, occupancy, or use of said **City Property** shall not discriminate against any person or persons because of race, age, gender, religion,

color national origin, sexual orientation, disability or any other legally protected class of individuals.

SECTION 14
NOTICES

14.01 All notices required or permitted under this **User Agreement** shall be conclusively determined to have been delivered when:
a. Hand-delivered to the other party, its agent, employee, servant, or representative or

b. Received by the other party by reliable overnight courier or United States Mail, postage prepaid, return receipt requested, at the address stated below or to such other address as one party may from time to time notify the other in writing.

CITY:
City of Weatherford
Parks, Recreation & Special Events Director
303 Palo Pinto Street
Weatherford, TX 76086

WMBC:
Weatherford Mountain Bike Club
President - Lawrence Colvin
819 South Alamo Street
Weatherford, Texas 76086

SECTION 15
VENUE AND JURISDICTION

15.01 This **User Agreement** shall be governed by the laws of the State of Texas. Venue for any action brought to interpret or enforce, or arising out of or incident to, the terms of this **User Agreement** shall be in Parker County 43rd District Court, 117 Fort Worth Highway, Weatherford, Texas 76086.

SECTION 16
SUBLETTING, ASSIGNING, MORTGAGING

16.01 **WMBC** agrees that it will not subcontract or assign all or any part of its rights, privileges or duties hereunder without the prior written consent of the **Director**, and any attempted subcontract or assignment of same without such prior consent of the **Director,** shall be void. Consent shall not be unreasonably withheld.

16.02 Subject to the limitations contained herein, the covenants, conditions, and agreements made and entered into by the parties hereunder are declared to be for the benefit of and binding on their respective successors, representatives, and permitted assigns, if any.

SECTION 17
WAIVER, SECTION HEADINGS, SEVERABILITY, AND AMENDMENTS

17.01 It is agreed that in the event any covenant, condition, or provision herein contained is held to be invalid by any court of competent jurisdiction, the invalidity of such covenant, condition or provision shall in no way affect any other covenant, condition, or provision herein contained, provided however, that the invalidity of any such covenant, condition, or provision does not materially prejudice either **WMBC** or the **City** in connection with the rights and obligations contained in the valid covenants, conditions, or provisions of this **User Agreement**.

17.02 The waiver by the **City** of any default or breach of a term, covenant, or condition of this **User Agreement** shall not be deemed to be a waiver of any other breach of that term, covenant or condition or any other term, covenant, or condition of this **User Agreement**, regardless of when the breach occurred.

17.03 The headings in this **User Agreement** are inserted for reference only, and shall not define or limit the provisions hereof.

17.04 Except as otherwise provided in this **User Agreement**, the terms and provisions of this **User Agreement** may not be modified or amended except upon the written consent of both the **City** and **WMBC.**

SECTION 18
FORCE MAJEURE

18.01 If either Party is unable, either in whole or part, to fulfill its obligations under this **User Agreement** due to acts of God; strikes, lockouts, or other industrial disturbances; acts of public enemies; wars; blockades; insurrections; riots; epidemics; public health crises; earthquakes; fires; floods; restraints or prohibitions by any court, board, department, commission, or agency of the United States or of any state; declaration of a state of disaster or of emergency by the federal, state, county or City government in accordance with applicable law; issuance of an Imminent Threat Alert or Elevated Threat Alert by the United States Department of Homeland Security or any equivalent alert system that may be instituted by any agency of the United States; any arrests and restraints; civil disturbances; or explosions; or some other reason beyond the Party's reasonable control (collective, "Force Majeure Event"), the obligations so affected by such Force Majeure Event will be suspended only during the continuance of such event. If a Force Majeure Event occurs, the **City** may in its sole discretion, close or postpone the opening of its community centers, parks, or other City-owned and operated properties and facilities in the interest of public safety and operate them as the **City** sees fit. **WMBC** hereby waives any and all claims it may have against the **City** for damages resulting from any such Force Majeure Events.

SECTION 19
CONDITION OF THE CITY PROPERTY

19.01 **WMBC** accepts the **City Property** in its present condition, finds it suitable for the purposes intended, and further acknowledges that it is thoroughly familiar with such condition by reason of a personal inspection and does not rely on any representations by **City** as to the condition of the **City Property** or its suitability for the purposes intended.

19.02 **WMBC** accepts the **City Property** herein described subject to all previous recorded easements, if any, that may have been granted on, along, over, under or across said **City Property**, and releases **City** from any and all damages, claims for damages, loss or liabilities that may be caused to all invitees, licensees, or trespassers by reason of the exercise of such rights or privileges granted in said easements.

SECTION 20
GOVERNMENTAL POWERS AND AUTHORIZATION

20.01 It is understood that by execution of this **User Agreement**, the **City** does not waive or surrender any of it governmental powers.

20.02 By executing this **User Agreement**, **WMBC's** agent affirms that he or she is authorized by **WMBC** to execute this **User Agreement** and that all representations made herein with regard to **WMBC's** identity, address and legal status (corporation, partnership, individual, etc.) are true and correct.

SECTION 21
COUNTERPARTS AND ELECTRONIC SIGNATURES

21.01 This **User Agreement** may be executed in several counter parts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. A signature received via facsimile or electronically via email shall be as legally binding for all purposes as an original signature.

SECTION 22
AUDIT

22.01 **WMBC** agrees that **City** and its internal auditor will have the right to audit, which shall include, but not be limited to, the right to complete access to and the right to examine, the financial and business records of **WMBC** that relate to this **User Agreement**, including, but not limited to, all necessary books, papers, documents, records, and personnel, (collectively "Records") in order to determine compliance with this **User Agreement**. **WMBC** shall make all **Records** available to **City** at a location in City of Weatherford offices acceptable to both parties within thirty (30) days after written notice by **City** and

shall otherwise cooperate fully with **City** during any audit. Notwithstanding anything to the contrary herein, this section shall survive expiration or earlier termination of this **User Agreement** for a period of three (3) years.

SECTION 23
ENTIRE UNDERSTANDING, BINDING COVENANTS, AND CONSTRUCTION

23.01 This **User Agreement** including all exhibits attached hereto constitutes the final, entire, and complete agreement between **WMBC** and the **City** and supersedes any prior and contemporaneous negotiations, understandings, representation, and/or agreement between the parties. Any prior of contemporaneous oral or written agreement that purports to vary from the terms hereof shall be void.

EXECUTED on this date to be effective on date set forth in Section 3

CITY OF WEATHERFORD

Recommended for approval by: Jaycob Kirkpatrick Date: 10-15-26___

Jaycob Kirkpatrick, Director of Parks, Recreation & Special Events Department

WEATHERFORD MOUNTAIN BIKE CLUB

Represented by: (Print Name) LAWRENCE COLVIN (Title) PRESIDENT

Signature: LAWRENCE COLVIN Date: 10.15.2026

APPROVED: _____ _____ Date: __
James Hotopp, City Manager

ATTEST: _____ Date: _____
Andrea McDonald, City Secretary

Quanah Hill

LEGEND Exhibit A

- 1886 (3.01 miles)
- LOST BOYS LOOP (0.30 miles)
- GOOD NIGHT GOOD LUCK (0.55 miles)
- BANKHEAD (1.51 miles)
- EL BANDITO (1.70 miles)
- 911 Emergency Location Point A+

WEATHERFORD MOUNTAIN BIKE CLUB — EST. 2014 — BLOOD • SWEAT • GEARS

a chapter of IMBA

INTERNATIONAL MOUNTAIN BICYCLING ASSOCIATION

Quanah Hill Trailhead: 810 West Lake Drive, Weatherford, Texas

FOUNDED IN OCTOBER 2014, THE WEATHERFORD MOUNTAIN BIKE CLUB (WMBC), AN IMBA CHAPTER, IS AN ORGANIZATION OF CITIZEN VOLUNTEERS DEDICATED TO BUILDING SUSTAINABLE, MULTI-USE NATURE TRAILS IN CITY OF WEATHERFORD PARKS AND THE PARKER COUNTY REGION.

White Settlement Road

West Lake Drive

LOW POINT
EL. 903

BIKE

TRAILHEAD PARKING

HIKE

HIGH POINT
EL. 1039

A+ B+ C+ D+ E+ F+ G+ H+ I+ J+ K+ L+ M+ N+ O+ P+ Q+ R+ S+ T+ U+ V+ W+ X+

1858 WEATHERFORD TRUE TEXAS
PARKS REC AND SPECIAL EVENTS

F:\JOB\2015\830\WEATHERFORD UTILITY PROPERTY\CAD\EXHIBIT\2016-09-30 QUANAH HILL.DWG 4/5/2018 3:14 PM

Weatherford City Council

AGENDA REPORT

Meeting Date:	October 27, 2026	**Staff Contact:**	Jaycob Kirkpatrick, Director of Parks, Recreation, Special Events and Facilities
Item Number:	2026-1120-AR	**Phone:**	817-598-4248

SUBJECT: Consider authorizing the purchase of furniture for the Development Services and Parks Administrative Office Building, from Wilson Bauhaus Interiors, LLC. under the Omnia Cooperative Purchasing Program, in the amount of $277,655.91.

BACKGROUND/DISCUSSION

Staff recommends authorizing the purchase of furniture for the Development Services and Parks Administrative Office Building from Wilson Bauhaus Interiors, LLC, through the OMNIA Partners Cooperative Purchasing Program, in the amount of $277,655.91.

This purchase will provide the furnishings necessary to equip the renovated facility for daily operations and accommodate staff, visitors, and public meetings. The purchase includes office furniture, kitchen furniture, cubicles, desks, chairs, lobby furniture, and conference room seating. Utilizing the cooperative purchasing program allows the City to obtain the necessary furnishings through an established purchasing contract while supporting the continued progress toward completion and occupancy of the facility.

Approval of this purchase will allow staff to coordinate furniture delivery and installation in alignment with the project schedule and the anticipated January 2027 completion of the Development Services and Parks Administrative Office Building renovation.

FINANCIAL IMPACT

Funds are available for this purchase in the FY27 budget.

SUGGESTED ACTION

Staff recommends approval.

ATTACHMENTS

- Wilson Bauhaus_DS-Parks Admin Office Furniture quote

REVISED FINAL PROPOSAL

051 - FF&E DALLAS
2343 WALNUT HILL LANE
DALLAS, TX 75229
Phone: (972) 488-4100
Fax: (972) 488-8815
www.wilsonbauhaus.com

Order Number	12451
Date	10/14/2026
Customer PO No	BUDGET
Customer Name	City of Weatherford
Salesperson	A - KAIYAN CHEN
Project Number	
Terms	100% PRE PAY
Page	1 of 22

TO
City of Weatherford
PO Box 255
Weatherford, TX 76086

ATTN: Scott McDonald

SHIP TO
City of Weatherford Development Services
118 W. Columbia Street
Weatherford, TX 76086

ATTN: Scott McDonald

Prepared for : A - KAIYAN CHEN

****
****

REVISED - FINAL QUOTE: 10/14/26

OMNIA CONTRACT #'S MUST BE REFERENCED ON END USER PURCHASE ORDER
ALLSTEEL OMNIA CONTRACT #R240102
HON OMNIA CONTRACT #R240117
WORKRITE OMNIA CONTRACT #R221005

QUOTE VALID FOR 20 DAYS

****
****

Group	Quantity	Description	Unit Price	Extended Amount
1 - BENCH	1.0		1,369.96	1,369.96

Line	Quantity	Description	List	Unit Price	Extended Amount
1	1.00 Each	HON INDUSTRIES HASB2--$(2)-.WP-04-.PM-P8X Astir Two Seat Bench $(2):Grade 2 Uph .WP:Whisper Vinyl 04:Slate .PM:Post Metal P8X:Solar Black Mark Line For: Tag TG: Bench % Off List: 59.60	3,391.00	1,369.96	1,369.96

Group	Quantity	Description	Unit Price	Extended Amount
10 - WS-O1	1.0		43,350.85	43,350.85

Line	Quantity	Description	List	Unit Price	Extended Amount
57	8.00 Each	ALLSTEEL AABPWRMOD--.AC-.S-.DGY Desktop/Undermount Combo Power Mod .AC:USB - A/C .S:Straight .DGY:Gray Mark Line For: Tag TG: WS-01 % Off List: 71.00	1,323.00	383.67	3,069.36
58	3.00	ALLSTEEL	254.00	73.66	220.98

wilson bauhaus INTERIORS

REVISED FINAL PROPOSAL

051 - FF&E DALLAS
2343 WALNUT HILL LANE
DALLAS, TX 75229
Phone: (972) 488-4100
Fax: (972) 488-8815
www.wilsonbauhaus.com

Order Number	12451
Date	10/14/2026
Customer PO No	BUDGET
Customer Name	City of Weatherford
Salesperson	A - KAIYAN CHEN
Project Number	
Terms	100% PRE PAY
Page	2 of 22

	Each	A871042--.P Pass-Thru Cable w/o Power Block 42W .P:Black Mark Line For: Tag TG: WS-01 % Off List: 71.00			
59	1.00 Each	ALLSTEEL A871136--.P Pass-Thru Harness w/Power Block 36W .P:Black Mark Line For: Tag TG: WS-01 % Off List: 71.00	265.00	76.85	76.85
60	4.00 Each	ALLSTEEL A871236--.P Power Harness 36W .P:Black Mark Line For: Tag TG: WS-01 % Off List: 71.00	433.00	125.57	502.28
61	4.00 Each	ALLSTEEL A873501--.E4 Ter/2.6/Align Duplex Receptacle Circuit 1 .E4:Black Mark Line For: Tag TG: WS-01 % Off List: 71.00	81.00	23.49	93.96
62	4.00 Each	ALLSTEEL A873502--.E4 Ter/2.6/Align Duplex Receptacle Circuit 2 .E4:Black Mark Line For: Tag TG: WS-01 % Off List: 71.00	81.00	23.49	93.96
63	8.00 Each	ALLSTEEL A873504--.E4 Ter/2.6/Align Duplex Receptacle Circuit 4 .E4:Black Mark Line For: Tag TG: WS-01 % Off List: 71.00	81.00	23.49	187.92
64	1.00 Each	ALLSTEEL A876072--.P Base Infeed 6'Sealtight Cable .P:Black Mark Line For: Tag TG: WS-01 % Off List: 71.00	487.00	141.23	141.23
65	8.00 Each	ALLSTEEL ATADF3--.E4 Three-Port Flex-Mode Faceplate .E4:Black Mark Line For: Tag TG: WS-01 % Off List: 71.00	48.00	13.92	111.36
66	10.00 Each	ALLSTEEL TK03536WR--$(P1)-.P27 Structural Raceway Panel Frame-No Top Trim 35Hx36W $(P1):P1 Paint Opts .P27:Black Mark Line For: Tag TG: WS-01	463.00	134.27	1,342.70

		% Off List: 71.00			
67	4.00 Each	ALLSTEEL TK05036WR--$(P1)-.P27 Structural Raceway Pnl Fr-No Top Trim 50Hx36W $(P1):P1 Paint Opts .P27:Black Mark Line For: Tag TG: WS-01 % Off List: 71.00	520.00	150.80	603.20
68	4.00 Each	ALLSTEEL TK05042WR--$(P1)-.P27 Structural Raceway Pnl Fr-No Top Trim 50Hx42W $(P1):P1 Paint Opts .P27:Black Mark Line For: Tag TG: WS-01 % Off List: 71.00	538.00	156.02	624.08
69	2.00 Each	ALLSTEEL TK315HF--$(P1)-.P27 High/Low Flat Connector Kit - 15"H $(P1):P1 Paint Opts .P27:Black Mark Line For: Tag TG: WS-01 % Off List: 71.00	108.00	31.32	62.64
70	3.00 Each	ALLSTEEL TK315SF--$(P1)-.P27 S Extend StraightFlat ConnKit 15H stack/segment $(P1):P1 Paint Opts .P27:Black Mark Line For: Tag TG: WS-01 % Off List: 71.00	221.00	64.09	192.27
71	10.00 Each	ALLSTEEL TK335EF--$(P1)-.P27 E End Trim Flat ConnKit - 35"H base panel $(P1):P1 Paint Opts .P27:Black Mark Line For: Tag TG: WS-01 % Off List: 71.00	132.00	38.28	382.80
72	2.00 Each	ALLSTEEL TK335TF--$(P1)-.P27 T 3-way Flat Connector Kit - 35"H base panel $(P1):P1 Paint Opts .P27:Black Mark Line For: Tag TG: WS-01 % Off List: 71.00	235.00	68.15	136.30
73	3.00 Each	ALLSTEEL TK335XF--$(P1)-.P27 X4-way Flat Connector Kit - 35"H base panel $(P1):P1 Paint Opts .P27:Black Mark Line For: Tag TG: WS-01 % Off List: 71.00	184.00	53.36	160.08
74	10.00 Each	ALLSTEEL TK336PTFK--$(P1)-.P27 Flat Top Trim 36W w/clips $(P1):P1 Paint Opts .P27:Black	95.00	27.55	275.50

		Mark Line For: Tag TG: WS-01 % Off List: 71.00			
75	4.00 Each	ALLSTEEL TK41578TGSF--.GSM1-$(P1)-.P27 15H x 78 W Flat Glass Panel Mntd Screen .GSM1:Smoked Glass $(P1):P1 Paint Opts .P27:Black Mark Line For: Tag TG: WS-01 % Off List: 71.00	2,025.00	587.25	2,349.00
76	20.00 Each	ALLSTEEL TKG43036T--$(A)-.APN-928 Ter Tackable Acoustic Tile 30H x 36W $(A):Grd A FAB .APN:Appoint 928:Carbon Mark Line For: Tag TG: WS-01 % Off List: 71.00	213.00	61.77	1,235.40
77	8.00 Each	ALLSTEEL TKG45036T--$(A)-.APN-928 Ter Tackable Acoustic Tile 50H x 36W $(A):Grd A FAB .APN:Appoint 928:Carbon Mark Line For: Tag TG: WS-01 % Off List: 71.00	352.00	102.08	816.64
78	8.00 Each	ALLSTEEL TKG45042T--$(A)-.APN-928 Ter Tackable Acoustic Tile 50H x 42W $(A):Grd A FAB .APN:Appoint 928:Carbon Mark Line For: Tag TG: WS-01 % Off List: 71.00	392.00	113.68	909.44
79	8.00 Each	ALLSTEEL YPPA1815SC--$(1)-.UR-50 Seat Cushion for metal mobile pedestal 18"D $(1):Grd 1 Uph .UR:Contourett 50:Trunk Mark Line For: Tag TG: WS-01 % Off List: 71.00	291.00	84.39	675.12
80	8.00 Each	ALLSTEEL YPPM211518BFM--.S-P8X-$(P1)-.P27-$(MATCH)-.NA-.X Align Ped 21x15x18 BF MetFront Mobile .S:Square P8X:Solar Black $(P1):P1 Paint Opts .P27:Black $(MATCH):Match Case .NA:Match Case .X:Omit Lock Mark Line For: Tag TG: WS-01 % Off List: 71.00	1,107.00	321.03	2,568.24
81	1.00	ALLSTEEL	210.00	60.90	60.90

051 - FF&E DALLAS
2343 WALNUT HILL LANE
DALLAS, TX 75229
Phone: (972) 488-4100
Fax: (972) 488-8815
www.wilsonbauhaus.com

Order Number	12451
Date	10/14/2026
Customer PO No	BUDGET
Customer Name	City of Weatherford
Salesperson	A - KAIYAN CHEN
Project Number	
Terms	100% PRE PAY
Page	5 of 22

	Each	LKFE1BLK--$(KEYNUM)-.SEQ/-112-.8 Lock Core Kit Black - 1 Core 2 Keys $(KEYNUM):Key Number .SEQ/:Key Number Sequence Start 112:Key Number 112 .8:8 Mark Line For: Tag TG: WS-01 % Off List: 71.00			
82	8.00 Each	ALLSTEEL A6REC3S2LTF--$(P1)-.P71-.X-.MEM A6 3 Stage 2 Leg Rectangle T Foot $(P1):P1 Paint Opts .P71:Black .X:Standard Glide .MEM:Memory Preset Mark Line For: Tag TG: WS-01 % Off List: 68.50	2,586.00	814.59	6,516.72
83	8.00 Each	ALLSTEEL AF5RS7230D--$(L2STD)-.LPE1-.PE-.GC-P 72Wx30D Rect Lam Flat Edge Single Surface $(L2STD):Grd L2 Standard Laminates .LPE1:Phantom Ecru .PE:Phantom Ecru .GC:Center Grommet P:Plastic Grommet Mark Line For: Tag TG: WS-01 % Off List: 68.50	1,139.00	358.78	2,870.24
84	8.00 Each	ALLSTEEL AW2VMPCB--$(P1)-.P27-.B Aware 24-30D Fixed V-Leg CSTR Pnt (Pair) $(P1):P1 Paint Opts .P27:Black .B:Black Mark Line For: Tag TG: WS-01 % Off List: 64.00	1,179.00	424.44	3,395.52
85	8.00 Each	ALLSTEEL AW3LF2442V--.X-$(L2STD)-.LPE1-.PE-.AGO 24Dx42W Aware Top Lam FlatEdg for V-Fixed/Nest .X:Standard Wood $(L2STD):Grd L2 Standard Laminates .LPE1:Phantom Ecru .PE:Phantom Ecru .AGO:No Cutouts Mark Line For: Tag TG: WS-01 % Off List: 64.00	648.00	233.28	1,866.24
86	8.00 Each	ALLSTEEL FDSC72U--$(A)-.NBLE-17-$(P1)-.P71 A8 72" U Screen $(A):Grd A Fab .NBLE:Noble 17:Knight $(P1):P1 Paint Grade .P71:Black Mark Line For: Tag TG: WS-01 % Off List: 68.50	2,719.00	856.48	6,851.84
87	8.00	HON INDUSTRIES	966.00	390.26	3,122.08

	Each	HIWMM--.Y1-.V-.H-.IM-$(1)-.UR-50-.BL-.SB-.T Ignition 2 Task Mid-back .Y1:Synchro-Tilt W Seat Slider .V:All-Adjustable Arm .H:Hard Caster .IM:4-Way Black $(1):Grade 1 Uph .UR:Contourett 50:Trunk .BL:Black Adjustable Lumbar .SB:Standard Base .T:Black Mark Line For: Tag TG: WS-01 % Off List: 59.60			
88	8.00 Each	WORK-RITE ERGONOMIC ACC-WM-MCC---B Magnetic Cable Manager, Vertical, 47" -B:Black Mark Line For: Tag TG: WS-01 % Off List: 50.00	198.00	99.00	792.00
89	8.00 Each	WORK-RITE ERGONOMIC ACC-WM-MT34-G Mesh Cable Trough, 34", Gray Mark Line For: Tag TG: WS-01 % Off List: 50.00	261.00	130.50	1,044.00

Group	Quantity	Description	Unit Price	Extended Amount
11 - WS-02	1.0		51,951.60	51,951.60

Line	Quantity	Description	List	Unit Price	Extended Amount
90	13.00 Each	ALLSTEEL AABPWRMOD--.AC-.S-.DGY Desktop/Undermount Combo Power Mod .AC:USB - A/C .S:Straight .DGY:Gray Mark Line For: Tag TG: WS-02 % Off List: 71.00	1,323.00	383.67	4,987.71
91	13.00 Each	ALLSTEEL YPPA1815SC--$(1)-.UR-50 Seat Cushion for metal mobile pedestal 18"D $(1):Grd 1 Uph .UR:Contourett 50:Trunk Mark Line For: Tag TG: WS-02 % Off List: 71.00	291.00	84.39	1,097.07
92	1.00 Each	ALLSTEEL LKFE1BLK--$(KEYNUM)-.SEQ/-120-.13 Lock Core Kit Black - 1 Core 2 Keys $(KEYNUM):Key Number .SEQ/:Key Number Sequence Start 120:Key Number 120 .13:13 Mark Line For: Tag TG: WS-02	334.00	96.86	96.86

		% Off List: 71.00			
93	13.00 Each	ALLSTEEL YPPM211518BFM--.S-P8X-$(P1)-.P27-$(MATCH)-.NA-.X Align Ped 21x15x18 BF MetFront Mobile .S:Square P8X:Solar Black $(P1):P1 Paint Opts .P27:Black $(MATCH):Match Case .NA:Match Case .X:Omit Lock Mark Line For: Tag TG: WS-02 % Off List: 71.00	1,107.00	321.03	4,173.39
94	4.00 Each	ALLSTEEL T612FB Flat Bkt for 12D W/S Mark Line For: Tag TG: WS-02 % Off List: 71.00	79.00	22.91	91.64
95	2.00 Each	ALLSTEEL A5722ELS--$(L2STD)-.LPE1-.PE-.GB-P Corner Cove 72x48-24L/24R Extd LH Flat Ext Sup $(L2STD):Grd L2 Standard Laminates .LPE1:Phantom Ecru .PE:Phantom Ecru .GB:Grommet LH-RH P:Plastic Grommet Mark Line For: Tag TG: WS-02 % Off List: 68.50	1,743.00	549.04	1,098.08
96	2.00 Each	ALLSTEEL A5722ERS--$(L2STD)-.LPE1-.PE-.GB-P Corner Cove 48x72-24L/24R Extd RH Flat Ext Sup $(L2STD):Grd L2 Standard Laminates .LPE1:Phantom Ecru .PE:Phantom Ecru .GB:Grommet LH-RH P:Plastic Grommet Mark Line For: Tag TG: WS-02 % Off List: 68.50	1,743.00	549.04	1,098.08
97	9.00 Each	ALLSTEEL A6REC3S2LTF--$(P1)-.P71-.X-.MEM A6 3 Stage 2 Leg Rectangle T Foot $(P1):P1 Paint Opts .P71:Black .X:Standard Glide .MEM:Memory Preset Mark Line For: Tag TG: WS-02 % Off List: 68.50	2,586.00	814.59	7,331.31
98	4.00 Each	ALLSTEEL A6REC3S3LTF--$(P1)-.P71-.X-.MEM A6 3 Stage 3 Leg Rectangle T Foot $(P1):P1 Paint Opts .P71:Black .X:Standard Glide .MEM:Memory Preset Mark Line For: Tag TG: WS-02	4,063.00	1,279.84	5,119.36

		% Off List: 68.50			
99	9.00 Each	ALLSTEEL AF5RS7230D--$(L2STD)-.LPE1-.PE-.GC-P 72Wx30D Rect Lam Flat Edge Single Surface $(L2STD):Grd L2 Standard Laminates .LPE1:Phantom Ecru .PE:Phantom Ecru .GC:Center Grommet P:Plastic Grommet Mark Line For: Tag TG: WS-02 % Off List: 68.50	1,139.00	358.78	3,229.02
100	4.00 Each	ALLSTEEL ALS1366MPD--.X-$(L2STD)-.LPE1-.PE-.VLG-.P 13" H x 66" W Modesty Lam .X:Non-FSC Wood $(L2STD):Grd L2 Standard Laminates .LPE1:Phantom Ecru .PE:Phantom Ecru .VLG:HorizntlGrain and SolidLamOnly .P:Black Mark Line For: Tag TG: WS-02 % Off List: 68.50	768.00	241.92	967.68
101	9.00 Each	ALLSTEEL AW2VMPCB--$(P1)-.P27-.B Aware 24-30D Fixed V-Leg CSTR Pnt (Pair) $(P1):P1 Paint Opts .P27:Black .B:Black Mark Line For: Tag TG: WS-02 % Off List: 64.00	1,179.00	424.44	3,819.96
102	9.00 Each	ALLSTEEL AW3LF2442V--.X-$(L2STD)-.LPE1-.PE-.AGO 24Dx42W Aware Top Lam FlatEdg for V-Fixed/Nest .X:Standard Wood $(L2STD):Grd L2 Standard Laminates .LPE1:Phantom Ecru .PE:Phantom Ecru .AGO:No Cutouts Mark Line For: Tag TG: WS-02 % Off List: 64.00	648.00	233.28	2,099.52
103	9.00 Each	ALLSTEEL FDSC72U--$(A)-.NBLE-17-$(P1)-.P71 A8 72" U Screen $(A):Grd A Fab .NBLE:Noble 17:Knight $(P1):P1 Paint Grade .P71:Black Mark Line For: Tag TG: WS-02 % Off List: 68.50	2,719.00	856.48	7,708.32
104	4.00 Each	ALLSTEEL 9120R2424--.G0-$(L2STD)-.LPE1-.PE-.230W-X240D Spcl Size 18-1/8-24Wx18-1/8-24D Flat Eg .G0:No grom $(L2STD):Grd L2 Standard Laminates .LPE1:Phantom Ecru .PE:Phantom Ecru	612.00	177.48	709.92

		.230W:23" W X240D:24" Depth Mark Line For: Tag TG: WS-02 % Off List: 71.00			
105	8.00 Each	ALLSTEEL Z5SC54 42W External Supt Channel for 54W W/S Mark Line For: Tag TG: WS-02 % Off List: 71.00	115.00	33.35	266.80
106	13.00 Each	HON INDUSTRIES HIWMM--.Y1-.V-.H-.IM-$(1)-.UR-50-.BL-.SB-.T Ignition 2 Task Mid-back .Y1:Synchro-Tilt W Seat Slider .V:All-Adjustable Arm .H:Hard Caster .IM:4-Way Black $(1):Grade 1 Uph .UR:Contourett 50:Trunk .BL:Black Adjustable Lumbar .SB:Standard Base .T:Black Mark Line For: Tag TG: WS-02 % Off List: 59.60	966.00	390.26	5,073.38
107	13.00 Each	WORK-RITE ERGONOMIC ACC-WM-MCC---B Magnetic Cable Manager, Vertical, 47" -B:Black Mark Line For: Tag TG: WS-02 % Off List: 50.00	198.00	99.00	1,287.00
108	13.00 Each	WORK-RITE ERGONOMIC ACC-WM-MT34-G Mesh Cable Trough, 34", Gray Mark Line For: Tag TG: WS-02 % Off List: 50.00	261.00	130.50	1,696.50

Group	Quantity	Description	Unit Price	Extended Amount
12 - ADD TASK CHAIRS	1.0		1,763.46	1,763.46

Line	Quantity	Description	List	Unit Price	Extended Amount
109	3.00 Each	HON INDUSTRIES HIWMBT--.Y4-.V-.A-.IM-$(1)-.UR-50-.BL-.SB-.T-.N Ign 2.0 Big & Tall .Y4:Synchro-Tilt .V:All-Adjustable Arm .A:All Surface Caster .IM:4-Way Black $(1):Grade 1 Uph .UR:Contourett 50:Trunk .BL:Black Adjustable Lumbar .SB:Standard Base .T:Black	1,455.00	587.82	1,763.46

		.N:No Headrest Mark Line For: Tag TG: Add. Task % Off List: 59.60			

Group	Quantity	Description	Unit Price	Extended Amount
2 - BREAK ROOM	1.0		10,039.00	10,039.00

Line	Quantity	Description	List	Unit Price	Extended Amount
2	8.00 Each	HON INDUSTRIES HCFEU--.Y0-.STC-.P-.H-$(1)-.UR-50-.SLB-TC04-.PA Cofi Executive Height Chair .Y0:Synchro-Tilt .STC:Standard Cylinder .P:Fixed Polished Aluminum .H:Black Hard Caster $(1):Grade 1 Uph .UR:Contourett 50:Trunk .SLB:Solid Stitch TC04:Black .PA:Polished Aluminum Mark Line For: Tag TG: Break Out Room % Off List: 59.60	1,555.00	628.22	5,025.76
3	12.00 Each	ALLSTEEL CSG-PGANO--.0-$(P1)-.P71-.WT Vicinity Four Leg Polymer Glides Armless .0:Nylon $(P1):P1 Grd Frame .P71:Black .WT:White Mark Line For: Tag TG: Break Room % Off List: 54.00	611.00	281.06	3,372.72
4	3.00 Each	ALLSTEEL AMPTLF36SQR--.X-$(L2STD)-.LPE1-.PE Structure 36" X 36" Square Top Lam Square Edge .X:Standard Wood $(L2STD):Grd L2 Standard Laminates .LPE1:Phantom Ecru .PE:Phantom Ecru Mark Line For: Tag TG: Break Room % Off List: 64.00	641.00	230.76	692.28
5	3.00 Each	ALLSTEEL AMPTPLG--$(P1)-.CBK Structure Post Leg Pair Fixed Height with Glides $(P1):P1 Paint Grade .CBK:Charblack Mark Line For: Tag TG: Break Room % Off List: 64.00	878.00	316.08	948.24

wilson bauhaus INTERIORS

REVISED FINAL PROPOSAL

051 - FF&E DALLAS
2343 WALNUT HILL LANE
DALLAS, TX 75229
Phone: (972) 488-4100
Fax: (972) 488-8815
www.wilsonbauhaus.com

Order Number	12451
Date	10/14/2026
Customer PO No	BUDGET
Customer Name	City of Weatherford
Salesperson	A - KAIYAN CHEN
Project Number	
Terms	100% PRE PAY
Page	11 of 22

Group	Quantity	Description	Unit Price	Extended Amount
3 - CONFERENCE ROOM	1.0		6,282.20	6,282.20

Line	Quantity	Description	List	Unit Price	Extended Amount
6	10.00 Each	HON INDUSTRIES HCFEU--.Y0-.STC-.P-.H-$(1)-.UR-50-.SLB-TC04-.PA Cofi Executive Height Chair .Y0:Synchro-Tilt .STC:Standard Cylinder .P:Fixed Polished Aluminum .H:Black Hard Caster $(1):Grade 1 Uph .UR:Contourett 50:Trunk .SLB:Solid Stitch TC04:Black .PA:Polished Aluminum Mark Line For: Tag TG: Conference Room % Off List: 59.60	1,555.00	628.22	6,282.20

Group	Quantity	Description	Unit Price	Extended Amount
4 - LOBBY	1.0		7,473.61	7,473.61

Line	Quantity	Description	List	Unit Price	Extended Amount
7	4.00 Each	HON INDUSTRIES HWH1SS--.B-$(2)-.WP-04-.SM-P7A West Hill Single Seat Lounge-Std Cushion .B:Both Arms $(2):Grade 2 Uph .WP:Whisper 04:Slate .SM:Square Metal P7A:Textured Charcoal Mark Line For: Tag TG: Lobby % Off List: 59.60	3,079.00	1,243.92	4,975.68
8	1.00 Each	HON INDUSTRIES HWH2SS--.B-$(2)-.WP-04-.SM-P7A West Hill Two Seat Lounge-Std Cushion .B:Both Arms $(2):Grade 2 Uph .WP:Whisper 04:Slate .SM:Square Metal P7A:Textured Charcoal Mark Line For: Tag TG: Lobby % Off List: 59.60	4,610.00	1,862.44	1,862.44
9	1.00 Each	HON INDUSTRIES HTLSCUSQRT20HML--.N-$(L2STD)-.LPE1-$(P1)-.P7A-.G Sculpt 20.25" Sq. Tray Tbl -High Mtl Legs .N:No Cutout	1,573.00	635.49	635.49

		$(L2STD):Grd L2 Standard Laminates .LPE1:Phantom Ecru $(P1):P1 Paint Opts .P7A:Textured Charcoal .G:Glide Mark Line For: Tag TG: Lobby % Off List: 59.60			

Group	Quantity	Description	Unit Price	Extended Amount
5 - OPEN OFFICE #111	1.0		8,215.90	8,215.90

Line	Quantity	Description	List	Unit Price	Extended Amount
10	2.00 Each	ALLSTEEL MLM3S--.FSC-.N-$(2)-.WP-04 Recharge Double No Bolster Matching Welt .FSC:FSC Wood .N:No Power Cutout $(2):Grd 2 UPH .WP:Whisper Vinyl 04:Slate Mark Line For: Tag TG: Open Office 111 % Off List: 54.00	2,870.00	1,320.20	2,640.40
11	1.00 Each	ALLSTEEL MLML15--$(L1STD)-.LM16 Recharge Straight connector power LH $(L1STD):Grd L1 Standard Laminates .LM16:Flint Mark Line For: Tag TG: Open Office 111 % Off List: 54.00	2,915.00	1,340.90	1,340.90
12	1.00 Each	ALLSTEEL ABPWRMOD--.AC-.S-.STRM Bezel Mount Power Mod .AC:USB - A/C .S:Straight .STRM:Storm Mark Line For: Tag TG: Open Office 111 % Off List: 71.00	816.00	236.64	236.64
13	1.00 Each	ALLSTEEL AMPTLF3072RE--.X-$(L2STD)-.LPE1-.PE-.C0 Structure 30" X 72" Rectangle Top Lam SqrEdge .X:Standard Wood $(L2STD):Grd L2 Standard Laminates .LPE1:Phantom Ecru .PE:Phantom Ecru .C0:No Cutout Mark Line For: Tag TG: Open Office 111 % Off List: 64.00	951.00	342.36	342.36
14	1.00 Each	ALLSTEEL AMPTLF48RND--.X-$(L2STD)-.LPE1-.PE Structure 48" Diameter Round Top Lam SqrEdge .X:Standard Wood $(L2STD):Grd L2 Standard Laminates .LPE1:Phantom Ecru	1,040.00	374.40	374.40

		.PE:Phantom Ecru Mark Line For: Tag TG: Open Office 111 % Off List: 64.00			
15	3.00 Each	ALLSTEEL AMPTXL29G--$(P1)-.P71 Structure X Base Large Seated Height with Glides $(P1):P1 Paint Grade .P71:Black Mark Line For: Tag TG: Open Office 111 % Off List: 64.00	1,066.00	383.76	1,151.28
16	8.00 Each	HON INDUSTRIES HIGCL--.E-.U-$(1)-.UR-50-.T Ignition Guest Chair Four Leg Frame Arms .E:Glide .U:Upholstered $(1):Grade 1 Uph .UR:Contourett 50:Trunk .T:Black Mark Line For: Tag TG: Open Office 111 % Off List: 59.60	659.00	266.24	2,129.92

Group	Quantity	Description	Unit Price	Extended Amount
6 - PO-01	1.0		40,597.58	40,597.58

Line	Quantity	Description	List	Unit Price	Extended Amount
17	1.00 Each	ALLSTEEL LKFE1BLK--$(KEYNUM)-.SEQ/-101-.9 Lock Core Kit Black - 1 Core 2 Keys $(KEYNUM):Key Number .SEQ/:Key Number Sequence Start 101:Key Number 101 .9:9 Mark Line For: Tag TG: PO-01 % Off List: 71.00	235.00	68.15	68.15
18	9.00 Each	ALLSTEEL WKBKFN2H3015--.X-$(L2STD)-.LPE1-PE-$(L2STD)-.LPE1-PE Approach Bookcase 29H 30Wx15D with Top Fin Back .X:Standard Wood $(L2STD):Grd L2 Standard Laminates .LPE1:Phantom Ecru PE:Phantom Ecru $(L2STD):Grd L2 Standard Laminates .LPE1:Phantom Ecru PE:Phantom Ecru Mark Line For: Tag TG: PO-01 % Off List: 68.50	1,661.00	523.21	4,708.89
19	4.00 Each	ALLSTEEL WKFPFN281218LH--.X-$(L2STD)-.LPE1-PE Approach False Ped 12Wx18D LH .X:Standard Wood $(L2STD):Grd L2 Standard Laminates .LPE1:Phantom Ecru PE:Phantom Ecru	1,155.00	363.82	1,455.28

		Mark Line For: Tag TG: PO-01 % Off List: 68.50			
20	5.00 Each	ALLSTEEL WKFPFN281218RH--.X-$(L2STD)-.LPE1-PE Approach False Ped 12Wx18D RH .X:Standard Wood $(L2STD):Grd L2 Standard Laminates .LPE1:Phantom Ecru PE:Phantom Ecru Mark Line For: Tag TG: PO-01 % Off List: 68.50	1,155.00	363.82	1,819.10
21	9.00 Each	ALLSTEEL WKNSP281524-BBF--.X-$(L2STD)-.LPE1-PE-$(L2STD)-.LPE1-PE-.SP-P8X-.OMT Approach 15W SupportPed 28 1/8"H 24D BBF No Feet .X:Standard Wood $(L2STD):Grd L2 Standard Laminates .LPE1:Phantom Ecru PE:Phantom Ecru $(L2STD):Grd L2 Standard Laminates .LPE1:Phantom Ecru PE:Phantom Ecru .SP:Square P8X:Solar Black .OMT:OMT Core to Ord key Alike Mark Line For: Tag TG: PO-01 % Off List: 68.50	1,822.00	573.93	5,165.37
22	9.00 Each	ALLSTEEL WKWSCWFD4824--.X-$(L2STD)-.LPE1-PE-.C-P Approach Cred Top True 48"W x 24"D .X:Standard Wood $(L2STD):Grd L2 Standard Laminates .LPE1:Phantom Ecru PE:Phantom Ecru .C:Center P:Plastic Grommet Mark Line For: Tag TG: PO-01 % Off List: 68.50	756.00	238.14	2,143.26
23	9.00 Each	ALLSTEEL A6REC3S2LTF--$(P1)-.P71-.X-.MEM A6 3 Stage 2 Leg Rectangle T Foot $(P1):P1 Paint Opts .P71:Black .X:Standard Glide .MEM:Memory Preset Mark Line For: Tag TG: PO-01 % Off List: 68.50	2,586.00	814.59	7,331.31
24	9.00 Each	ALLSTEEL AF5RS7230D--$(L2STD)-.LPE1-.PE-.GC-P 72Wx30D Rect Lam Flat Edge Single Surface $(L2STD):Grd L2 Standard Laminates .LPE1:Phantom Ecru .PE:Phantom Ecru .GC:Center Grommet P:Plastic Grommet Mark Line For: Tag TG: PO-01	1,139.00	358.78	3,229.02

		% Off List: 68.50			
25	9.00 Each	ALLSTEEL ALS1366MPD--.X-$(L2STD)-.LPE1-.PE-.VLG-.P 13" H x 66" W Modesty Lam .X:Non-FSC Wood $(L2STD):Grd L2 Standard Laminates .LPE1:Phantom Ecru .PE:Phantom Ecru .VLG:HorizntlGrain and SolidLamOnly .P:Black Mark Line For: Tag TG: PO-01 % Off List: 68.50	768.00	241.92	2,177.28
26	9.00 Each	ALLSTEEL APWRMOD--.AC-.S-.STRM Desktop Power Mod Rectangular .AC:USB-A/C .S:Straight .STRM:Storm Mark Line For: Tag TG: PO-01 % Off List: 71.00	816.00	236.64	2,129.76
27	18.00 Each	HON INDUSTRIES HIGCL--.E-.U-$(1)-.UR-50-.T Ignition Guest Chair Four Leg Frame Arms .E:Glide .U:Upholstered $(1):Grade 1 Uph .UR:Contourett 50:Trunk .T:Black Mark Line For: Tag TG: PO-01 % Off List: 59.60	659.00	266.24	4,792.32
28	9.00 Each	HON INDUSTRIES HIWMM--.Y1-.V-.H-.IM-$(1)-.UR-50-.BL-.SB-.T Ignition 2 Task Mid-back .Y1:Synchro-Tilt W Seat Slider .V:All-Adjustable Arm .H:Hard Caster .IM:4-Way Black $(1):Grade 1 Uph .UR:Contourett 50:Trunk .BL:Black Adjustable Lumbar .SB:Standard Base .T:Black Mark Line For: Tag TG: PO-01 % Off List: 59.60	966.00	390.26	3,512.34
29	9.00 Each	WORK-RITE ERGONOMIC ACC-WM-MT34-G Mesh Cable Trough, 34", Gray Mark Line For: Tag TG: PO-01 % Off List: 50.00	261.00	130.50	1,174.50
30	9.00 Each	WORK-RITE ERGONOMIC ACC-WM-MCC---S Magnetic Cable Manager, Vertical, 47" -S:Silver Mark Line For: Tag TG: PO-01	198.00	99.00	891.00

wilson bauhaus INTERIORS

REVISED FINAL PROPOSAL

051 - FF&E DALLAS
2343 WALNUT HILL LANE
DALLAS, TX 75229
Phone: (972) 488-4100
Fax: (972) 488-8815
www.wilsonbauhaus.com

Order Number	12451
Date	10/14/2026
Customer PO No	BUDGET
Customer Name	City of Weatherford
Salesperson	A - KAIYAN CHEN
Project Number	
Terms	100% PRE PAY
Page	16 of 22

		% Off List: 50.00			

Group	Quantity	Description	Unit Price	Extended Amount
7 - PO-02	1.0		14,488.36	14,488.36

Line	Quantity	Description	List	Unit Price	Extended Amount
31	1.00 Each	ALLSTEEL LKFE2BLK--$(KEYNUM)-.X110-.2 Lock Core Kit Black - 2 Cores 2 Keys $(KEYNUM):Key Number .X110:Key Number 110 .2:2 Mark Line For: Tag TG: PO-02 % Off List: 71.00	120.00	34.80	34.80
32	1.00 Each	ALLSTEEL WKCUTN287218-LFOS--.X-$(L2STD)-.LPE1-PE-$(L2STD)-.LPE1-PE-.SP-P8X-.OMT Approach Lat File/Open 28H 72W 18D .X:Standard Wood $(L2STD):Grd L2 Standard Laminates .LPE1:Phantom Ecru PE:Phantom Ecru $(L2STD):Grd L2 Standard Laminates .LPE1:Phantom Ecru PE:Phantom Ecru .SP:Square P8X:Solar Black .OMT:OMT Core to Ord key Alike Mark Line For: Tag TG: PO-02 % Off List: 68.50	4,759.00	1,499.08	1,499.08
33	1.00 Each	ALLSTEEL WKCUTN287218-OSLF--.X-$(L2STD)-.LPE1-PE-$(L2STD)-.LPE1-PE-.SP-P8X-.OMT Approach Open/Lat File 28H 72W 18D .X:Standard Wood $(L2STD):Grd L2 Standard Laminates .LPE1:Phantom Ecru PE:Phantom Ecru $(L2STD):Grd L2 Standard Laminates .LPE1:Phantom Ecru PE:Phantom Ecru .SP:Square P8X:Solar Black .OMT:OMT Core to Ord key Alike Mark Line For: Tag TG: PO-02 % Off List: 68.50	4,759.00	1,499.08	1,499.08
34	2.00 Each	ALLSTEEL WKPMFN241620-BF--.X-$(L2STD)-.LPE1-PE-$(L2STD)-.LPE1-PE-.SP-P8X-.OMT Approach Mobile Ped 16Wx20D .X:Standard Wood $(L2STD):Grd L2 Standard Laminates .LPE1:Phantom Ecru PE:Phantom Ecru $(L2STD):Grd L2 Standard Laminates .LPE1:Phantom Ecru	2,308.00	727.02	1,454.04

		PE:Phantom Ecru .SP:Square P8X:Solar Black .OMT:OMT Core to Ord key Alike Mark Line For: Tag TG: PO-02 % Off List: 68.50			
35	2.00 Each	ALLSTEEL WKTTRD36--.X-$(L2STD)-.LPE1-PE Approach Table Top Round 36Dia .X:Standard Wood $(L2STD):Grd L2 Standard Laminates .LPE1:Phantom Ecru PE:Phantom Ecru Mark Line For: Tag TG: PO-02 % Off List: 68.50	1,108.00	349.02	698.04
36	4.00 Each	ALLSTEEL A6REC3S2LCF--$(P1)-.P71-.X-.MEM A6 3 Stage 2 Leg Rectangle C Foot $(P1):P1 Paint Opts .P71:Black .X:Standard Glide .MEM:Memory Preset Mark Line For: Tag TG: PO-02 % Off List: 68.50	2,586.00	814.59	3,258.36
37	2.00 Each	ALLSTEEL AF5RS4824--$(L2STD)-.LPE1-.PE-.GC-P 48Wx24D Rect Lam Flat Edge Single Surface $(L2STD):Grd L2 Standard Laminates .LPE1:Phantom Ecru .PE:Phantom Ecru .GC:Center Grommet P:Plastic Grommet Mark Line For: Tag TG: PO-02 % Off List: 68.50	700.00	220.50	441.00
38	2.00 Each	ALLSTEEL AF5RS7230D--$(L2STD)-.LPE1-.PE-.GC-P 72Wx30D Rect Lam Flat Edge Single Surface $(L2STD):Grd L2 Standard Laminates .LPE1:Phantom Ecru .PE:Phantom Ecru .GC:Center Grommet P:Plastic Grommet Mark Line For: Tag TG: PO-02 % Off List: 68.50	1,139.00	358.78	717.56
39	2.00 Each	ALLSTEEL ALS1366MPD--.X-$(L2STD)-.LPE1-.PE-.VLG-.P 13" H x 66" W Modesty Lam .X:Non-FSC Wood $(L2STD):Grd L2 Standard Laminates .LPE1:Phantom Ecru .PE:Phantom Ecru .VLG:HorizntlGrain and SolidLamOnly .P:Black Mark Line For: Tag TG: PO-02 % Off List: 68.50	768.00	241.92	483.84
40	2.00	ALLSTEEL	797.00	286.92	573.84

	Each	AMPTXM29G--$(P1)-.P71 Structure X Base Med. Seated Height with Glides $(P1):P1 Paint Grade .P71:Black Mark Line For: Tag TG: PO-02 % Off List: 64.00			
41	2.00 Each	ALLSTEEL APWRMOD--.AC-.S-.STRM Desktop Power Mod Rectangular .AC:USB-A/C .S:Straight .STRM:Storm Mark Line For: Tag TG: PO-02 % Off List: 71.00	816.00	236.64	473.28
42	8.00 Each	HON INDUSTRIES HIGCL--.E-.U-$(1)-.UR-50-.T Ignition Guest Chair Four Leg Frame Arms .E:Glide .U:Upholstered $(1):Grade 1 Uph .UR:Contourett 50:Trunk .T:Black Mark Line For: Tag TG: PO-02 % Off List: 59.60	659.00	266.24	2,129.92
43	2.00 Each	HON INDUSTRIES HIWMM--.Y1-.V-.H-.IM-$(1)-.UR-50-.BL-.SB-.T Ignition 2 Task Mid-back .Y1:Synchro-Tilt W Seat Slider .V:All-Adjustable Arm .H:Hard Caster .IM:4-Way Black $(1):Grade 1 Uph .UR:Contourett 50:Trunk .BL:Black Adjustable Lumbar .SB:Standard Base .T:Black Mark Line For: Tag TG: PO-02 % Off List: 59.60	966.00	390.26	780.52
44	2.00 Each	WORK-RITE ERGONOMIC ACC-WM-MCC---B Magnetic Cable Manager, Vertical, 47" -B:Black Mark Line For: Tag TG: PO-02 % Off List: 50.00	198.00	99.00	198.00
45	2.00 Each	WORK-RITE ERGONOMIC ACC-WM-MT34-G Mesh Cable Trough, 34", Gray Mark Line For: Tag TG: PO-02 % Off List: 50.00	247.00	123.50	247.00

wilson bauhaus INTERIORS

REVISED FINAL PROPOSAL

051 - FF&E DALLAS
2343 WALNUT HILL LANE
DALLAS, TX 75229
Phone: (972) 488-4100
Fax: (972) 488-8815
www.wilsonbauhaus.com

Order Number	12451
Date	10/14/2026
Customer PO No	BUDGET
Customer Name	City of Weatherford
Salesperson	A - KAIYAN CHEN
Project Number	
Terms	100% PRE PAY
Page	19 of 22

Group	Quantity	Description	Unit Price	Extended Amount
8 - RECEPTION STOOLS	1.0		837.90	837.90

Line	Quantity	Description	List	Unit Price	Extended Amount
46	2.00 Each	HON INDUSTRIES HITSM--.S1-.V-.H-.IM-$(1)-.UR-50-.BL-.SB-.T Ignition 2 Task Low-back Stool .S1:Limited Synchro Tilt SeatSlidr .V:All-Adjustable Arm .H:Hard Caster .IM:4-Way Black $(1):Grade 1 Uph .UR:Contourett 50:Trunk .BL:Black Adjustable Lumbar .SB:Standard Base .T:Black Mark Line For: Tag TG: Reception Stools % Off List: 59.60	1,037.00	418.95	837.90

Group	Quantity	Description	Unit Price	Extended Amount
9 - TRAINING	1.0		44,231.28	44,231.28

Line	Quantity	Description	List	Unit Price	Extended Amount
47	30.00 Each	ALLSTEEL K-MUCOBNO--.BLK-.3-$(1)-.UR-10 Seek Work Fxd Arm Mesh Bk Uph Seat Blk Fr Cstr .BLK:Black .3:Multi-surface Caster $(1):GRD 1 UPH .UR:Contourett 10:Black Mark Line For: Tag TG: Training % Off List: 60.00	1,388.00	555.20	16,656.00
48	15.00 Each	ALLSTEEL AW2VM24N72CB--$(P1)-.P27-.B Aware 24D x 72W NestingV-Leg CSTR Pnt(Kit) $(P1):P1 Paint Opts .P27:Black .B:Black Mark Line For: Tag TG: Training % Off List: 64.00	2,007.00	722.52	10,837.80
49	15.00 Each	ALLSTEEL AW3LF2472V--.X-$(L2STD)-.LPE1-.PE-.ATE 24Dx72W Aware Top Lam FlatEdg for V-Fixed/Nest .X:Standard Wood $(L2STD):Grd L2 Standard Laminates .LPE1:Phantom Ecru .PE:Phantom Ecru .ATE:One Cutout for Popup Pwr 2inbk	933.00	335.88	5,038.20

		Mark Line For: Tag TG: Training % Off List: 64.00			
50	15.00 Each	ALLSTEEL AW4GANG Ganging Hardware Mark Line For: Tag TG: Training % Off List: 64.00	114.00	41.04	615.60
51	15.00 Each	ALLSTEEL AW4HM66--$(P1)-.P27 Hinged Modesty Panel 66" $(P1):P1 Paint Opts .P27:Black Mark Line For: Tag TG: Training % Off List: 64.00	524.00	188.64	2,829.60
52	1.00 Each	ALLSTEEL AW4LECT--.X-$(L2STD)-.LPE1-PE-$(P1)-.P02 43.8 X 19.7 X2 6 Technology Ready Lectern .X:Standard Wood $(L2STD):Grd L2 Standard Laminates .LPE1:Phantom Ecru PE:Phantom Ecru $(P1):P1 Paint Opts .P02:Flint Mark Line For: Tag TG: Training % Off List: 64.00	6,064.00	2,183.04	2,183.04
53	1.00 Each	ALLSTEEL AW4LECTPWR--.BLK Single AC Power Unit .BLK:Black Mark Line For: Tag TG: Training % Off List: 64.00	189.00	68.04	68.04
54	5.00 Each	ALLSTEEL AW4QBI Interlink IQ Power Base Infeed Mark Line For: Tag TG: Training % Off List: 64.00	943.00	339.48	1,697.40
55	15.00 Each	ALLSTEEL AW4QH60P Interlink IQ Power Harness 60" w/Pop-up 3 AC/1Open Mark Line For: Tag TG: Training % Off List: 64.00	670.00	241.20	3,618.00
56	10.00 Each	ALLSTEEL AW4QJ36 Interlink IQ Power Jumper 36" Mark Line For: Tag TG: Training % Off List: 64.00	191.00	68.76	687.60
Individual Items					47,054.21

Line	Quantity	Description	List	Unit Price	Extended Amount
110	1.00 Each	ALLSTEEL SURCHARGE	0.00	11,633.64	11,633.64

wilson bauhaus INTERIORS

REVISED FINAL PROPOSAL

051 - FF&E DALLAS
2343 WALNUT HILL LANE
DALLAS, TX 75229
Phone: (972) 488-4100
Fax: (972) 488-8815
www.wilsonbauhaus.com

Order Number	12451
Date	10/14/2026
Customer PO No	BUDGET
Customer Name	City of Weatherford
Salesperson	A - KAIYAN CHEN
Project Number	
Terms	100% PRE PAY
Page	21 of 22

		SURCHARGE % Off List: 0.00			
111	1.00 Each	HON INDUSTRIES SURCHARGE SURCHARGE % Off List: 0.00	0.00	2,879.07	2,879.07
112	1.00 Each	WORK-RITE ERGONOMIC SURCHARGE SURCHARGE % Off List: 0.00	0.00	366.50	366.50
113	15.00 Hours	WBI - PROJECT MGMT SERVICES PROJECT MANAGEMENT SERVICES FEES TO COVER ADMINISTRATIVE TASKS, COMMUNICATION WITH INTERNAL AND EXTERNAL RECEIPT, PROVIDING SCHEDULE AND PUNCH Mark Line For: Tag TG: Z % Off List: 0.00	0.00	65.00	975.00
114	30.00 Hours	WBI - DESIGN SERVICES DESIGN SERVICES WILSONBAUHAUS INTERIORS HAS PROVIDED 24 HOURS OF DESIGN SERVICES AT NO-CHARGE. THESE SERVICES INCLUDE THE INITIAL DRAWING, ONE MINOR REVISION, AND THE SELECTION OF ONE FINISH PALLET WITH TWO TEXTILES, LAMINATE AND PAINT OPTIONS. A MINOR CHANGE IS DEFINED AS: A SMALL BUT NONTRIVIAL TYPE OF CHANGE REQUEST WITH LOW IMPACT AND RISK. IT IS A CHANGE THAT DOES NOT AFFECT THE FORM, FIT, FUNCTION, OR RELIABILITY OF THE PRODUCT. ALL DESIGN SERVICES PROVIDED AFTER THOSE NOTED ABOVE ARE BILLABLE. ALL PRODUCT RECONFIGURATIONS UTILIZING EXISTING CLIENT INVENTORY IS BILLABLE FROM HOUR ONE. BILLABLE HOURS FOR DESIGN SERVICES, IF ANY, ARE SHOWN HERE. Mark Line For: Tag TG: Z % Off List: 0.00	0.00	75.00	2,250.00
115	1.00 Each	WILSON BAUHAUS INSTALLATION TEAM QUOTED LABOR LABOR TO RECEIVE, DELIVER AND INSTALL NEW PRODUCT PER APPROVED DRAWING. WORK TO BE DONE DURING NORMAL BUSINESS HOURS. % Off List: 0.00	0.00	28,950.00	28,950.00

Order Sub-Total :	$277,655.91
TOTAL ORDER :	**$277,655.91**
Required Deposit 25.00% :	$69,413.98

PLEASE REVIEW THIS QUOTATION AND NOTIFY US PROMPTLY OF ANY CORRECTIONS REQUIRED THANK YOU FOR THE OPPORTUNITY TO BE OF SERVICE

A FINANCE CHARGE OF 1-1/2% PER MONTH WHICH IS AN ANNUAL PERCENTAGE RATE OF 18% WILL BE CHARGED ON ACCOUNTS PAST DUE.

Signature: _____Name:_____ Title:_____ Date: _____

wilson bauhaus INTERIORS

REVISED FINAL PROPOSAL

051 - FF&E DALLAS
2343 WALNUT HILL LANE
DALLAS, TX 75229
Phone: (972) 488-4100
Fax: (972) 488-8815
www.wilsonbauhaus.com

Order Number	12451
Date	10/14/2026
Customer PO No	BUDGET
Customer Name	City of Weatherford
Salesperson	A - KAIYAN CHEN
Project Number	
Terms	100% PRE PAY
Page	22 of 22

Terms & Conditions

Company/Buyer/Title:_____ **Quote/PO#/Date:**_____

Address:_____ **Signature:**_____

Seller: wilson bauhaus interiors, LLC ("Seller") 2343 Walnut Hill Lane, Dallas, TX 75229

1. ORDERS: Buyer's order will not be processed until Seller has approved and received:
_____ Signed Terms & Conditions
_____ Signed quote or binding purchase order
_____ Approved and signed drawings and specifications, if applicable
_____ Completed and signed credit application and Buyer's good credit rating and standing with Seller, if Buyer is requesting credit terms

2. PAYMENT: Unless and until Buyer's credit application has been processed and approved by Seller, all orders will be processed on 100% upfront payment terms. Upon Seller's approval of Buyer's credit application, standard payment terms are 70% Progress Payment at order and 30% Net 30 upon substantial completion of order. A 70% progress payment is required for all orders processed under approved credit terms and covers initial project design and planning time as well as reservation of materials. If a project installation date is delayed for reasons outside the control of Seller, 100% of product will be invoiced and labor charges will be billed upon substantial completion. Please note that a 4% fee will be charged for 3rd party payments when using credit/debit cards for payment of invoices. Unpaid invoices past the due date will accrue interest at 1.5% per month or the maximum amount allowed by law. All fees, including reasonable attorneys fees, incurred in collection of monies due to the Seller will be paid by Buyer. Buyer may reject and withhold payment only for furniture noted on a delivery ticket or punch list as rejected, but in no event may Buyer withhold payment for more than 10% of an invoice.

3. CANCELLATIONS: Once executed, a furniture order cannot be cancelled without prior written approval by Seller. If Buyer would like to cancel after an order is executed, Seller will make reasonable efforts to cancel orders with manufacturers. Buyer will pay all charges incurred through cancellation date including any applicable restocking fees. These charges vary based on specific manufacturer policies. CANCELLATION OF LABOR + SERVICES: Service and labor must be cancelled a minimum of 24 hours prior to start time/date. Failure to so cancel will subject Buyer to a minimum fee equal to four (4) hours times the number of men scheduled in the crew times the hourly bill rate of each crew member; direct ship reconsignment; double handling fees; storage; and redelivery. Design costs accrued up to time of cancellation are payable by Buyer.

4. RETURNS: Manufacturers do not accept the return of furnishings. Merchandise may not be returned or replaced, credit or deduction taken, or refund requested without prior written authorization from Seller and payment by Buyer of restocking, pick-up, uninstall and freight fees. Damaged or defective items will be repaired or replaced at the manufacturer's discretion.

5. PRICES: Prices quoted are valid for 30 days. Quotes may not include all applicable taxes. Taxes will be added to invoice.

6. TITLE AND RISK OF LOSS: Title and risk of loss pass to Buyer (a) on delivery to Buyer's dock, or (b) if product is shipped directly from manufacturer at FOB manufacturer's factory, or (c) if Buyer is unable to take delivery of product and requests that Seller store product, on earlier of date of storage or initial delivery date. Seller has a security interest in the product until all invoices have been paid in full and Buyer will execute documents to perfect that security interest.

7. DELIVERY AND INSTALLATION:

a. Business Hours: Normal working hours are from 8:00am – 4:00pm, Monday through Friday unless otherwise noted and agreed to, excluding holidays. Overtime labor costs will be added when overtime work is performed at the Buyer's request or if Seller incurs additional labor costs due to unfavorable building conditions.

b. Condition of Job Site: The job site will be clean and free of debris prior to delivery and installation. If other trades on the job site delay the installation, the Buyer shall pay any additional fees. It is the Buyer's responsibility to clear the area prior to the start of the installation. Buyer is responsible for moving computers and all related equipment.

c. Building Electrical Connections: It is the responsibility of the Buyer to make electrical connections from the building power supply to the furniture and/or panel systems unless otherwise agreed to. Data and telephone cabling is also the responsibility of the Buyer.

d. Protection of Delivered Goods: Property damage/replacement insurance costs are the responsibility of the Buyer. Buyer is responsible for all loss or damage by trades such as painting or plastering, electrical or telephone installation, fire or other elements.

e. Job Site Services: Electric current, HVAC and elevator services will be furnished without charge to Seller. Adequate facilities for off-loading, staging and handling of merchandise will be provided by the Buyer without charge to Seller. For any services or conditions outside the norm, which incur additional costs, the Buyer will pay the fees.

f. Storage: If Buyer is unable to take delivery of product processed through Seller's distribution center, at the agreed upon date, Seller, at Buyer's request, will store the product for the Buyer for a 30 day period at no charge to the Buyer. After 30 days, storage and handling fees will apply and will be paid by Buyer. Delay of direct deliveries to the Buyer's site will incur storage and handling fees and will be paid by the Buyer.

g. Scope: Any services requested outside the original scope of work will be considered as a change order and will be subject to billing at the current hourly rate.

8. INDUSTRY STANDARDS: All merchandise, including veneers, are subject to reasonable variations in color, pattern, grain and finish according to the trade customs of the industry. These variations, or any subtle changes over time, are not considered defects.

9. CLAIMS AND SHIPPING DAMAGE: Seller shall make reasonable efforts to inspect all third-party products at the time of receipt for transportation damage to packaging and potential product damage. In the event of obvious damage, Seller will file claims with the applicable shipment company and third-party manufacturer and make reasonable efforts to obtain repairs or replacement of goods on behalf of Buyer. In the event of concealed damage that is uncovered at the time of installation, Seller shall make reasonable efforts to obtain replacement goods from such third-party. Buyer understands that customer service for retail-grade products is often different than business-to-business service expected for contract goods; and as such Buyer will allow a reasonable period of time for Seller to contact provider on Buyer's behalf. Other than the obligations expressly set forth in these Terms and Conditions, Seller assumes no responsibility whatsoever for any defective third-party products, or the repair or replacement of any third-party products, and such third-party products will be delivered to Buyer as received by Seller from such third-party manufacturer.

10. DELAY: Seller is not liable for failure, delay or interruption in performance which is beyond Seller's control including strikes, lockouts, work stoppages, accidents, manufacturers' production schedule and acts of God including weather, war and terrorism.

11. LIMITATION OF LIABILITY: Seller is not liable to Buyer for any indirect, incidental, consequential or punitive damages. Seller's maximum liability for breach of these Terms and Conditions is the amount received from Buyer hereunder.

12. LOSS: Buyer agrees to hold Seller harmless from all claims, expenses, fees and losses related to its breach of these Terms and Conditions and any related document.

13. AGREEMENT. These Terms and Conditions supersede all prior oral and written agreements related hereof. These Terms and Conditions can only be amended in a writing signed by Seller and Buyer's authorized officers. If these Terms and Conditions conflict with the documents in section 1, these Terms and Conditions control. These Terms and Conditions are governed by the laws of the State of Texas, without regard to its conflict of laws provisions. Buyer waives application of Article 2 of the Uniform Commercial Code. If any term of these Terms and Conditions is invalid, illegal or unenforceable it will not apply but the remaining terms will continue to apply. Headings are for reference only and are not to be used in interpreting these Terms and Conditions.

14. WARRANTY: Seller will honor the warranty terms of the Third-Party Product, if one exists, and will reasonably assist Buyer in making warranty claims on Third-Party Products, if applicable, but will not separately warrant that any Third-Party Product will be of good quality or workmanship or free from defect. Buyer is responsible for careful examination and understanding of any Third-Party Product warranty (available upon request). Buyer acknowledges and understands that Third-Party Products often have no warranty coverage, or a short period wherein returns are allowed. Buyer assumes responsibility for notifying Wilson Bauhaus in a timely fashion should activation of a Third-Party Product warranty be necessary. Buyer understands and acknowledges that its sole and exclusive remedy for any defective Third-Party Products shall be with the third party retailer that provided such product.

Name/Signature: _____ **Date:** _____

Payee: Wilson Bauhaus Interiors, LLC.
Account Type: Business Checking
Account: 0377491424
Routing: 111900785

Weatherford City Council

AGENDA REPORT

Meeting Date:	October 27, 2026	**Staff Contact:**	Chad Marbut, Assistant City Manager
Item Number:	2026-1138-AR	**Phone:**	817-598-4006

SUBJECT: Consider authorizing the City Manager to execute a License Agreement for the use of a portion of the public sidewalk at 114 Austin Avenue.

BACKGROUND/DISCUSSION

The property at 114 Austin Avenue is currently under renovation. Included in the proposed work is reconstruction of the existing parklet area. As with the previous owner, an agreement formalizing the use of that public space is required. The proposed License Agreement grants a revocable, nonexclusive license to an approximately 12-foot by 50-foot area of public sidewalk directly in front of the restaurant for patio dining and food and beverage service, in compliance with the restaurant's Certificate of Occupancy, zoning, and state and City alcoholic beverage regulations.

The parklet area is proposed to be reconstructed and maintained at the Licensee's expense using the materials approved in the agreement and the corresponding construction permit. The agreement also establishes maintenance standards for each material type. All improvements will adhere to City ordinances and building codes, and a minimum four-foot pedestrian pathway meeting ADA requirements must remain clear at all times.

Through this agreement, the City retains its superior right to use the area for utilities and public purposes, including public events with 14 days' notice, and remains responsible for the underlying public sidewalk. The Licensee must carry $1,000,000 in general liability insurance naming the City as an additional insured and will indemnify the City for claims arising from its use of the area.

The initial term is ten years, with two additional ten-year renewal terms at the Licensee's option. The City may terminate for an uncured default after 60 days' notice, or by Council action for a bona fide public project with 180 days' notice and reimbursement of the unamortized cost of the approved improvements.

FINANCIAL IMPACT

The Licensee will pay an annual license fee of $200, deposited into a City account dedicated to downtown improvements.

SUGGESTED ACTION

Staff recommends approval.

ATTACHMENTS

- Sidewalk License Agreement_114 Austin Avenue

LICENSE AGREEMENT

(114 AUSTIN AVENUE)

STATE OF TEXAS §

§ KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF PARKER §

THIS LICENSE AGREEMENT is made and entered into by and between the CITY OF WEATHERFORD, TEXAS, a home-rule municipal corporation, hereinafter called Licensor, and Goodrich Hospitality Trust, hereinafter called Licensee. In consideration of the mutual covenants and agreements set forth herein, and other good and valuable consideration, Licensor does hereby grant to Licensee a revocable nonexclusive license to use an approximate 12' x 50' area of the sidewalk directly in front of Licensee's restaurant, located at 114 Austin Avenue, as shown in Exhibit "A" which is attached hereto and made a part hereof for all intents and purposes (hereinafter called "Premises").

This License is granted in furtherance of a public purpose, including the economic revitalization and activation of the City's downtown, the encouragement of pedestrian activity and commerce, and the generation of sales and related tax revenues for the public benefit. Licensor retains control of the Premises as public right-of-way through its Superior Right under Section 5 and its termination rights under Section 6, and all License Fees paid hereunder are dedicated to a City account for downtown improvements. The parties intend that this instrument be, and be construed as, a revocable license, and not a lease, easement, or a conveyance of any estate or interest in real property.

This License is granted subject to the terms and conditions set out below:

1. License Term. The term of this License shall be an initial term of ten (10) years commencing on the date of execution of this Agreement, subject to termination only as provided in Section 6 herein. This License may thereafter be renewed and extended, at Licensee's election, for two (2) additional successive renewal terms of ten (10) years each, on the same terms and conditions, subject only to Licensee not then being in an uncured default under this Agreement.

2. Permitted Use. Licensee's use of the Premises is limited to patio dining, the serving of food and beverages in compliance with Licensee's Certificate of Occupancy, applicable zoning regulations, applicable City ordinances and permits and all State and Federal laws and regulations including State and City alcoholic beverage regulations for on-premise sales. All improvements to the Premises must be approved by the City Manager or his designee, and Licensee is responsible for all construction, maintenance, and operation costs/expenses associated with such improvements. The agreed scope of the approved improvements, including building materials, finishes, maintenance standards, and the cost of construction for such improvements, is set forth in Exhibit "B" attached hereto and made a part hereof, and Licensee's obligations with respect to such improvements shall be governed by that agreed scope. In addition, the Licensee shall obtain all plan approvals required by the City's Zoning Ordinance, Building Codes and all other applicable City Ordinances. In no event shall Licensee obstruct or interfere with the public's use of any sidewalk or public right-of-way, and shall at all times allow sufficient unobstructed area

for passage of pedestrians through the licensed Premises. At a minimum, a four-foot-wide pathway clear of obstructions and meeting Americans with Disabilities Act requirements shall be maintained.

3. Hours of Operation/Use. The Licensee shall be allowed to use and consider a part of Licensee's premises the sidewalk described in Exhibit A at their premises anytime the Licensee's restaurant is open for business.

4. Nonexclusive License. This License is nonexclusive and is subject to (i) any existing utility, drainage, or communication facility located in, under, or upon the Premises; (ii) to any existing license, easement or other similar interest in the Premises granted by Licensor to any individual, corporation or other entity, public or private; and (iii) to all other matters of record.

5. Superior Right. This License is subject and subordinate to the prior and continuing right of Licensor, its successors and assigns to use all of the public property for the public benefit. Licensor, for itself and other permitted users, reserves full rights, consistent with the rights herein granted, to construct, reconstruct, locate, relocate, maintain and operate existing and additional facilities upon, across, over and beneath the Premises. Notwithstanding the foregoing, except in the event of a genuine emergency, Licensor shall provide Licensee not less than fourteen (14) days' prior written notice before any closure of, or interference with, Licensee's use of the Premises for a public event, and Licensee's license to use the Premises shall resume automatically upon the conclusion of such event.

6. Revocable. This License is a revocable, nonexclusive license. Notwithstanding the revocable nature of this License, and except as expressly provided in this Section 6, Licensor shall have no right to terminate this License for convenience. Licensor may terminate this License only as follows: (a) For Cause. Upon a default by Licensee that continues for a period of sixty (60) days after Licensor notifies Licensee in writing of such default and Licensee fails to cure the same within that sixty (60) day period; or (b) For Public Necessity. Upon Licensor's good-faith determination, by action of its governing body, that it requires the Premises for a bona fide public project or public purpose that is incompatible with the continued licensed use, provided that Licensor (i) gives Licensee not less than one hundred eighty (180) days' prior written notice, and (ii) pays Licensee, on or before the effective date of termination, an amount equal to Licensee's then-unamortized cost of the improvements approved under Section 2 and Exhibit "B," amortized on a straight-line basis over the initial ten-year term. Licensee may terminate this License for convenience upon thirty (30) days' prior written notice to Licensor. Nothing in this Section 6 limits Licensor's reserved rights under Section 5 (Superior Right) to the temporary use of the Premises for public purposes.

7. License Fee. Licensee shall pay Licensor the sum of TWO HUNDRED DOLLARS ($200.00) upon the execution of this agreement for the balance of 2026. Thereafter, Licensee shall pay Licensor the sum of TWO HUNDRED DOLLARS ($200.00) on October 1st of each year beginning October 1, 2026. All payments of the License Fee shall be deposited into a specific city account for downtown improvements.

All annual license payments shall reference this License Agreement on the check and shall be paid to Licensor at the following address:

City of Weatherford, Texas

Attention: Accounting Department

P. O. Box 255

Weatherford, TX 76086

Annual License payments unpaid for thirty (30) days after their due date shall bear interest at the rate of 15 percent (15%) per annum.

8. Liability Insurance. During the license term Licensee shall maintain a policy of general liability insurance at Licensee's expense insuring Licensee against liability assumed by Licensee hereunder and insuring Licensee and Licensor against liability arising out of or in any way incident to ownership, use, occupancy or maintenance of the Premises made the subject of this License. Such policy or policies shall also provide that the policy is primary and shall apply without regard to other policies separately carried. The initial amount of required insurance shall be at least $1,000,000.00 Combined Single Limit for Personal Injury, Bodily Injury including death and Property Damage and shall be subject to periodic increases based upon inflation, recommendation of professional insurance advisors, and other relevant factors.

Licensor, its elected officials, officers, agents and employees must be named as an additional insured under all liability insurance policies required by this Agreement. All policies shall be endorsed to provide a waiver of subrogation in favor of the Licensor. All policies shall be endorsed to include the following provision: "It is agreed that this policy is not subject to cancellation, nonrenewal, material change, or reduction in coverage until ten (10) days prior written notice has been given to the City Manager of the City of Weatherford." The insurance carrier must be authorized to do business in the State of Texas and the City prefers that the insurance company be rated B VII or better by AM Best rating. A certificate of insurance reflecting the required coverage shall be presented to Licensor prior to Licensor's approval and execution of this Agreement. Subsequent certificates of insurance shall be provided to Licensor whenever Licensee renews, changes or amends their insurance policies or upon request by Licensor.

9. Indemnity. Licensee shall defend, indemnify, protect and hold Licensor, its officers, directors, parents, subsidiaries, affiliates, agents, servants and employees harmless from and against any and all claims, expenses (including but not limited to attorney's fees), demands, judgments and causes of action of every kind and character, including but not limited to claims in contract, tort, including negligence, or strict liability arising in favor of any person (including but not limited to employees, servants, agents, customers or invitees of Licensee) or entity for personal injury, bodily injury, including death, or damage to or loss of property whether or not arising from the sole or concurrent negligence or fault of Licensor or employees or independent contractors directly responsible to Licensor arising out of, incident to, or in anyway connected with Licensee's exercise of rights herein granted or obligations pursuant thereto, including but not limited to separate operations being performed on Licensee's property or any condition of Licensee's property.

10. Compliance With Law. Licensee shall, at its own cost and expense, comply with all applicable laws, including but not limited to existing zoning ordinances, governmental rules and regulations enacted or promulgated by any governmental authority and shall promptly execute and fulfill all orders and

requirements imposed by such governmental authorities for the correction, prevention and abatement of nuisances in or upon or connected with said Premises because of Licensee's use thereof. Licensee shall also comply with all laws and regulations pertaining to hazardous waste, hazardous materials and the environment.

11. Condition Upon Termination. Upon termination or revocation of this Agreement, Licensee shall immediately vacate the subject Premises, removing all improvements and personal property so as to return the Premises to the condition in which they existed prior to Licensee's occupation of the Premises. All personal property not removed at Licensor's request shall become Licensor's property at no cost or expense to Licensor. Notwithstanding the foregoing, in the event of a termination by Licensor for Public Necessity under Section 6(b), the removal of improvements and restoration of the Premises shall be performed at Licensor's cost and expense.

12. Assignment and Subletting. This Agreement is personal to Licensee and may not be sold, transferred, assigned or sublet without prior written approval by an authorized representative of Licensor, which approval shall not be unreasonably withheld, conditioned, or delayed.

13. Lien on Property. During the period that this Agreement is in effect, Licensee shall take whatever steps are necessary to prevent any liens, including but not limited to, mechanics and materialmen's liens, from attaching to the Premises. Licensee shall immediately pay such sums as may be necessary to discharge liens and encumbrances filed with respect to all or any portion of the Premises resulting from the construction, maintenance or presence of any of Licensee's property.

14. Maintenance of Property. Licensee, at its own cost and expense, shall at all times during the term of this Agreement keep clean and maintain or cause to be kept clean and maintained, the Premises and all property which may be placed on the Premises by Licensee with Licensor's consent, in a good state of appearance and repair. The Licensor reserves the right to make periodic inspections to insure that the Premises are being maintained and used as allowed by this License. Notwithstanding the foregoing, Licensor shall remain responsible, at its sole cost and expense, for the structural repair, replacement, and maintenance of the underlying public sidewalk and right-of-way, and nothing in this Section shall be construed to shift that obligation to Licensee.

15. Notices. All written notices required under this License must be hand delivered or sent by certified mail, return receipt requested, and addressed to the proper party at the following addresses:

LICENSOR

City of Weatherford, Texas

Attention: City Manager

P.O. Box 255

Weatherford, TX 76086

LICENSEE

_____

Each party may change the address to which notices are to be sent by giving the other party notice, within ten (10) days, of the new address in the manner provided by this paragraph.

16. Default. It is understood and agreed that, in case of default by Licensee in any of the terms and conditions herein stated and such default continues for a period of sixty (60) calendar days after Licensor notifies Licensee of such default, Licensor may, at its election, terminate this Agreement in accordance with Section 6 and upon such termination all rights of the Licensee hereunder shall cease and come to an end. If such termination results from Licensee's default there shall be no prorated refund to Licensee of the unearned portion of the license fee for the then current term.

17. Prior Agreements. This Agreement constitutes the sole and only Agreement of the parties to the License and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter of this License.

18. Texas Law. This Agreement shall be construed under, and in accordance with, the laws of the State of Texas. Venue shall lie in Parker County, Texas.

19. Amendment. No amendment, modification, or alteration of the terms of this License shall be binding unless it is in writing, dated subsequent to this License, and duly executed by the parties to this License.

20. No Waiver of Governmental Immunity. Nothing in this Agreement shall be construed as a waiver of the Licensor's governmental immunity, or of any applicable limitation on damages, or any other legal protection or defense or privilege of the Licensor, except to the extent expressly provided otherwise herein. Licensor and Licensee agree that this License is not an agreement providing goods or services as provided in Subchapter I, Chapter 271, Local Government Code.

EXECUTED as of the _____ day of _____, 20____.

LICENSOR

CITY OF WEATHERFORD, TEXAS

A home-rule municipal corporation

By: _____

James Hotopp, City Manager

Approved as to form:

_____

City Attorney

LICENSEE

GOODRICH HOSPITALITY TRUST

By: _____

Owner

Exhibit A

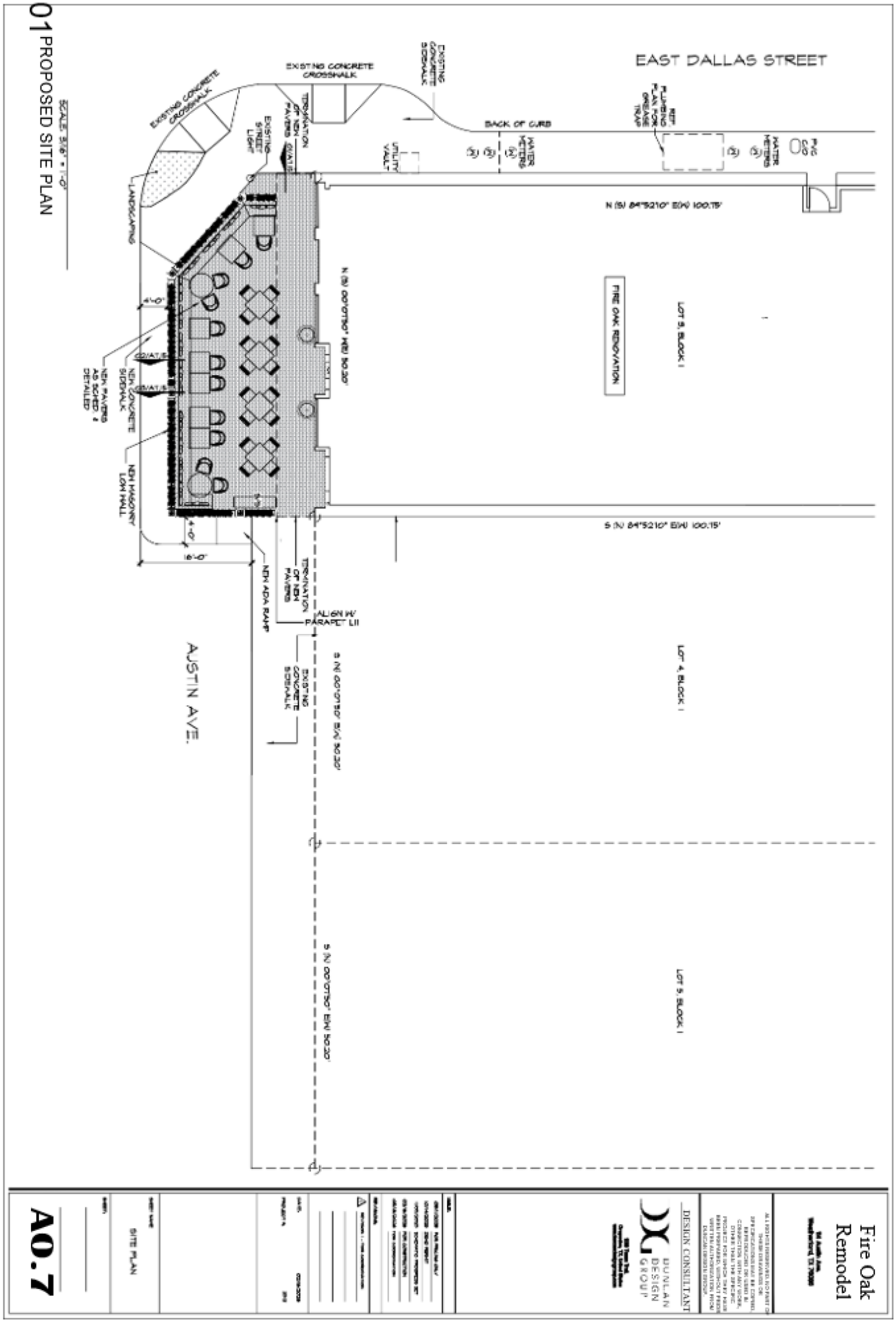

01 PROPOSED SITE PLAN
SCALE: 3/16" = 1'-0"
EAST DALLAS STREET
AUSTIN AVE.
EXISTING CONCRETE CROSSWALK
EXISTING CONCRETE SIDEWALK
BACK OF CURB
REF. PLUMBING PLAN FOR GREASE TRAP
WATER METERS
EXISTING STREET LIGHT
TERMINATION OF NEW PAVERS
UTILITY VAULT
LANDSCAPING
NEW PAVERS AS SCHED. & DETAILED
NEW CONCRETE SIDEWALK
NEW MASONRY LOW WALL
NEW ADA RAMP
ALIGN W/ PARAPET LII
FIRE OAK RENOVATION
LOT 5, BLOCK I
LOT 4, BLOCK I
LOT 3, BLOCK I
N (S) 84°52'10" E(W) 100.15'
S (N) 84°52'10" E(W) 100.15'
S (N) 00°07'50" E(W) 50.30'
4'-0"
6'-0"
Fire Oak Remodel
DESIGN CONSULTANT
BUNLAN DESIGN GROUP
SITE PLAN
A0.7

EXHIBIT "B"

SCOPE OF APPROVED IMPROVEMENTS

Building Materials, Finishes, Construction Details, and Maintenance Standards

Sidewalk License Agreement

114 Austin Avenue, Weatherford, Texas

EXHIBIT "B" | PART 1: APPROVED BUILDING MATERIALS AND FINISHES

The following building materials and finishes are approved for the improvements to the Premises. Substitutions require the prior written approval of the City Manager or his designee.

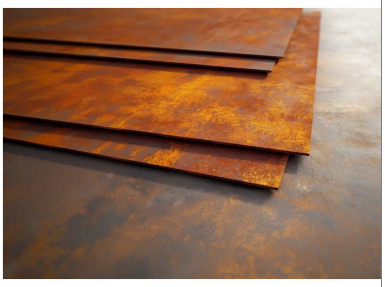
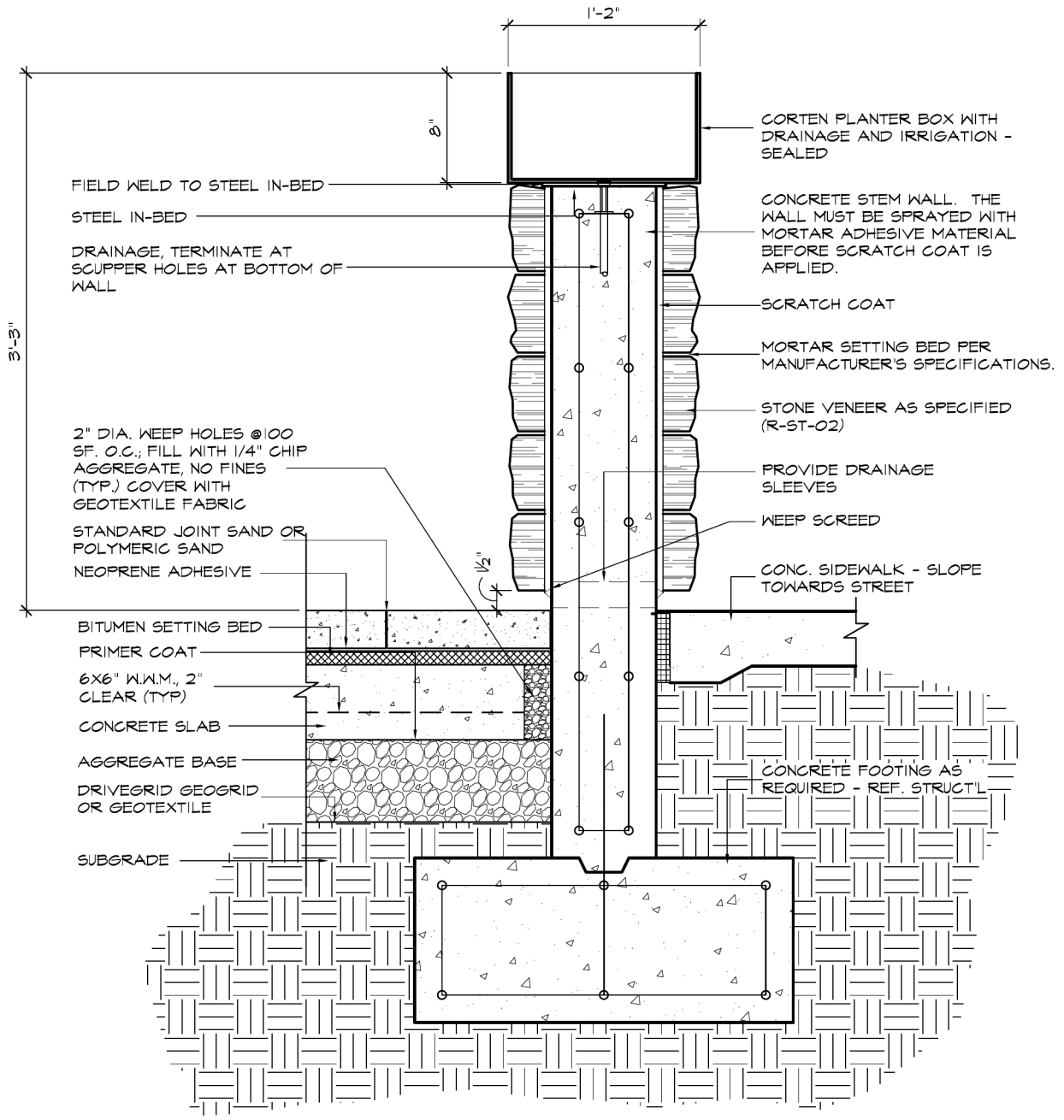
Element	Specification	Representative Image
Stone Wall Veneer	Weathered Hickory Builders natural stone Color: Multi Mortar: Off White Installed over concrete stem wall per Patio Wall Detail (Part 2)	
Brick Pavers	Glen-Gery Brick, Molded style Color: Danish (red) Size: 4" x 8" Pattern: Double basket weave Installed on bitumen setting bed over concrete slab per Paver Detail (Part 2)	
Corten / Weathering Steel	Corten steel planter boxes with drainage and irrigation, sealed Corten steel pilasters at gas torch locations, with Corten returned at panel ends Finish: Natural weathered patina	
Gas Torches	Lantern-style gas torch, black finish Post: 30" tall x 3" diameter Gas turn ball valve, black Gas pipe, low voltage wire, and irrigation concealed behind Corten per Patio Wall Detail at Torch (Part 2)	

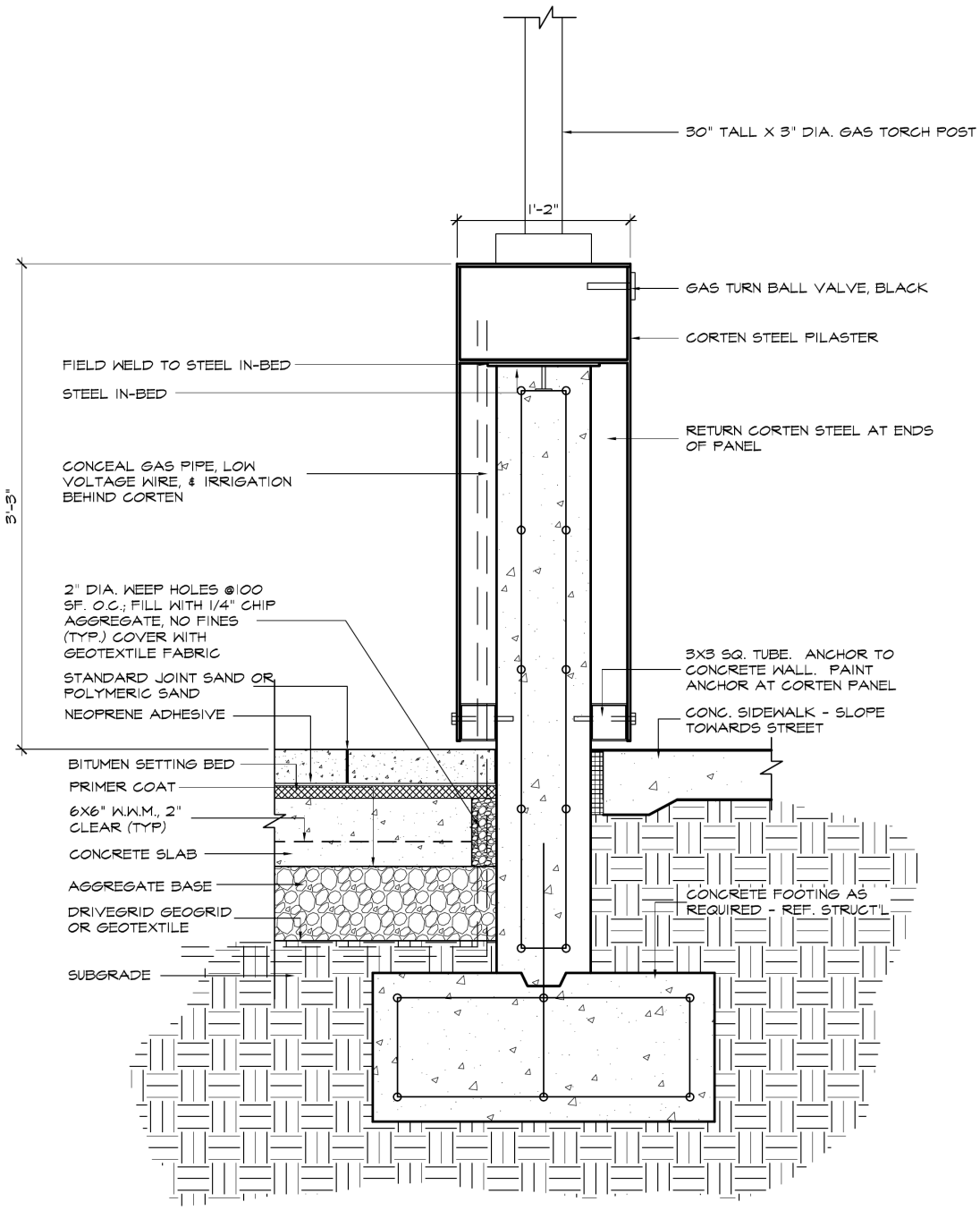
EXHIBIT "B" | PART 2: CONSTRUCTION DETAILS (1 of 3)



PATIO WALL DETAIL
SCALE: 1 ½"=1'-0"

Patio Wall Detail

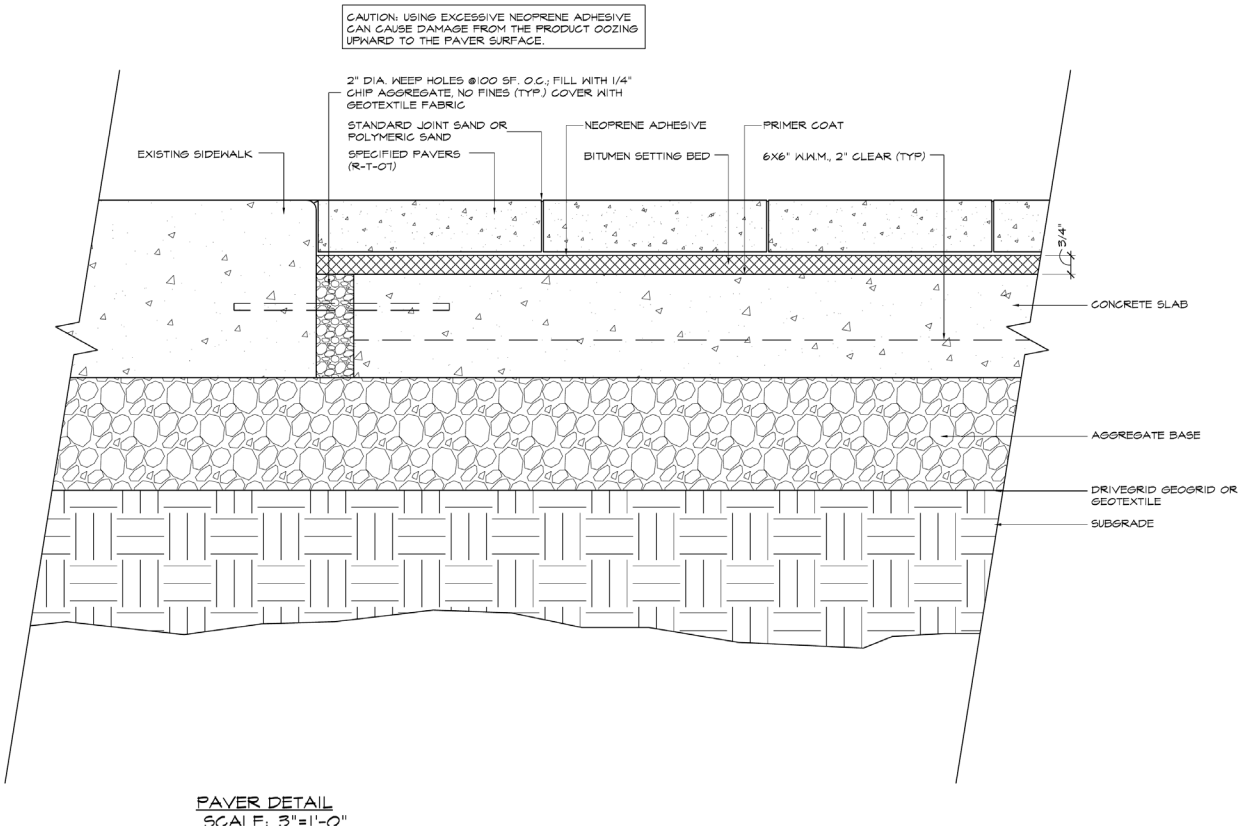
EXHIBIT "B" | PART 2: CONSTRUCTION DETAILS (2 of 3)



PATIO WALL DETAIL AT TORCH
SCALE: 1 ½"=1'-0"

Patio Wall Detail at Torch

EXHIBIT "B" | PART 2: CONSTRUCTION DETAILS (3 of 3)



Paver Detail

EXHIBIT "B" | PART 3: BRICK PAVER, STONE WALL & CORTEN MAINTENANCE STANDARDS

Purpose: Establish routine cleaning, inspection, repair, and record-keeping practices for restaurant brick pavers, stone wall surfaces, and Corten/weathering steel, with special attention to grease, food spills, pedestrian traffic, moisture, runoff staining, patina development, and exterior exposure.

1. GENERAL REQUIREMENTS

The Owner shall maintain all brick paver paving, stone wall surfaces, and Corten/weathering steel in a clean, structurally sound, and visually consistent condition throughout the life of the facility.

Maintenance procedures shall use cleaning products and methods compatible with the installed masonry and weathering steel. Avoid products or methods that may discolor, etch, weaken, remove the intended patina, accelerate corrosion, or otherwise damage masonry units, mortar joints, metal panels, fasteners, sealants, or adjacent finishes.

Follow the specific cleaning and maintenance recommendations of the brick, paver, stone, mortar, grout, Corten/weathering steel, fastener, coating/sealer, and sealant manufacturers whenever available.

2. BRICK PAVER MAINTENANCE

2.1 Routine Cleaning - Daily / Weekly

Exterior and interior brick paver areas shall be routinely swept or vacuumed to remove dirt, sand, food debris, leaves, trash, abrasive particles, and other loose contaminants.

High-traffic restaurant entrances, patios, outdoor dining areas, and service areas shall be inspected daily. Food, beverage, oil, and grease spills shall be cleaned promptly to minimize staining and slip hazards.

Do not allow grease, cooking oils, sauces, beverages, or cleaning chemicals to remain on paver surfaces for extended periods.

2.2 General Washing

Wash brick pavers periodically using clean water and a mild, pH-neutral masonry cleaner. Cleaning frequency shall be adjusted based on traffic and exposure.

- Dining patios and primary entrances: Monthly or as required.
- Service areas and locations exposed to grease: Weekly to monthly depending upon conditions.
- Low-traffic exterior areas: Quarterly or as required.

Use soft-bristle brushes, rotary surface cleaners, or other non-abrasive cleaning equipment.

2.3 Pressure Washing

Pressure washing may be used when necessary; however, excessive pressure shall be avoided. Use the lowest pressure capable of cleaning the surface.

- Keep spray nozzles a safe distance from the paver surface.
- Do not concentrate pressure directly into joints.

- Avoid zero-degree or highly concentrated pressure-washing tips.
- Do not pressure wash deteriorated mortar or unstable paver joints.
- Test cleaning procedures in an inconspicuous area before cleaning large areas.

Excessive pressure can damage the face of brick pavers and remove jointing material. After pressure washing, inspect joints and replenish joint sand or polymeric jointing material where necessary.

2.4 Grease and Oil Stains

Grease and oil contamination shall be addressed immediately. Fresh spills should first be absorbed using an appropriate absorbent material. After removal of excess material, clean the affected area with a masonry-compatible degreasing cleaner.

Do not use harsh solvents, acids, or chemicals unless specifically approved by the paver manufacturer. For persistent stains, use a manufacturer-approved masonry poultice or specialty stain-removal product.

2.5 Joint Maintenance

Inspect joints between pavers at least twice annually. Check for missing joint sand, erosion, cracking, weed growth, ant activity, settlement, and paver movement. Replace missing jointing material as necessary.

Where polymeric sand is used, replacement material shall be compatible with the original installation. Loose or displaced pavers shall be reset promptly to prevent trip hazards.

2.6 Settlement and Trip Hazards

Paved areas shall be inspected periodically for differential settlement. Any vertical displacement that creates a potential trip hazard shall be corrected promptly.

Repairs shall include removal and resetting of affected pavers and correction of the underlying base condition as required. Do not simply grind down individual pavers unless specifically approved by the Architect or paver manufacturer.

2.7 Weed and Organic Growth

Remove weeds, moss, algae, and other organic growth promptly. Avoid herbicides or chemicals that may stain or discolor masonry. Where algae or mildew occurs, particularly in shaded or damp locations, use a masonry-compatible biological cleaner.

Correct drainage or irrigation conditions that result in excessive moisture whenever possible.

2.8 Efflorescence

White crystalline deposits occasionally appearing on masonry surfaces are generally caused by soluble salts migrating through the masonry. Light efflorescence may be removed by dry brushing.

Persistent efflorescence may be treated with a manufacturer-approved masonry cleaner. Do not use muriatic acid for routine maintenance. Recurring efflorescence may indicate excessive moisture infiltration and should be investigated.

2.9 Paver Sealing

If the original installation utilizes a sealer, inspect the sealed surface annually. Reapply sealer in accordance with the sealer manufacturer's recommendations.

Typical resealing intervals may range from approximately 2 to 5 years depending upon exposure, traffic, cleaning frequency, weather, type of sealer, and restaurant grease exposure.

Do not apply additional sealer until compatibility with the existing sealer has been verified. Avoid high-gloss sealers in pedestrian areas where they may increase slip potential.

2.10 Winter Maintenance

Where freezing conditions occur, avoid deicing salts containing harsh chlorides whenever possible. Use deicing materials approved by the paver manufacturer. Do not use metal snow-removal equipment that can chip or scratch masonry surfaces.

3. STONE WALL MAINTENANCE

3.1 Routine Inspection

Stone wall surfaces shall be visually inspected at least twice annually. Inspect for loose stone, cracked stone, spalling, mortar deterioration, open joints, missing mortar, discoloration, efflorescence, biological growth, water staining, sealant failure, and evidence of moisture infiltration.

Exterior walls should also be inspected following significant storms or freeze/thaw events.

3.2 Routine Cleaning

Loose dirt and debris shall be removed using soft brushes or low-pressure water. When additional cleaning is required, use a mild pH-neutral cleaner formulated for masonry or natural stone. Always test cleaners on a small, inconspicuous area before proceeding.

Do not use muriatic acid, hydrochloric acid, highly acidic cleaners, highly alkaline cleaners, wire brushes, abrasive grinding pads, sandblasting, or unapproved chemical cleaners. These methods may permanently damage stone and mortar.

3.3 Grease and Food Contamination

Stone walls adjacent to restaurant patios, trash areas, loading areas, cooking exhaust, or food-service operations shall be monitored for grease buildup. Grease deposits shall be removed promptly using a stone-compatible degreaser.

Heavy grease deposits shall not be allowed to accumulate, as prolonged exposure can permanently discolor porous stone.

3.4 Pressure Washing Stone

Pressure washing shall only be performed using low-pressure methods appropriate for the specific stone. Excessive water pressure can erode mortar joints, damage soft stone, open pores in the stone surface, drive moisture deeper into the wall assembly, and accelerate deterioration.

Maintain adequate distance between the spray nozzle and wall surface. Do not direct concentrated spray into mortar joints.

3.5 Mortar Joint Maintenance

Inspect mortar joints annually. Repair deteriorated, loose, cracked, or missing mortar. Repointing mortar shall match the original mortar in composition, strength, texture, color, and joint profile.

Replacement mortar should generally not be harder or less permeable than the original masonry system. Do not use surface-applied mortar patches over deteriorated joints without removing defective material.

3.6 Cracked or Loose Stone

Cracked, displaced, or loose stone shall be evaluated promptly. Loose pieces presenting a falling-object hazard shall be secured or removed immediately.

Replacement stone shall match the existing material as closely as practical in type, color, texture, size, finish, and installation pattern. Recurring cracking or displacement may indicate structural movement or moisture problems and should be evaluated by a qualified professional.

3.7 Sealants and Movement Joints

Inspect sealant joints annually. Replace sealant exhibiting cracking, separation, shrinkage, loss of adhesion, hardening, or missing material. Replacement sealants shall be compatible with the stone and adjacent materials.

Sealant staining of natural stone shall be avoided by using products specifically formulated and tested for use with the installed stone.

3.8 Water Management

Water shall not be allowed to continuously discharge onto or behind stone wall systems. Periodically inspect roof drainage, downspouts, flashings, copings, weep openings, irrigation systems, adjacent landscaping, and wall penetrations.

Correct conditions that allow persistent moisture accumulation. Do not cover or block masonry weep openings.

3.9 Stone Sealing

Natural stone shall not automatically be sealed unless sealing is recommended for the specific stone and installation. Where penetrating sealer has been installed, inspect performance annually.

Reapply only when testing indicates the original treatment is no longer effective. New sealers shall be breathable, vapor-permeable, non-yellowing, and compatible with the specific stone. Film-forming coatings shall generally be avoided unless specifically required by the original design.

4. CORTEN / WEATHERING STEEL MAINTENANCE

4.1 General Maintenance

Corten/weathering steel is intended to develop a protective oxide patina when exposed to alternating wet and dry conditions. Normal color variation, darkening, and gradual patina development are inherent characteristics of the material and are not, by themselves, considered defects.

Maintenance shall preserve the intended weathering process while preventing conditions that keep the steel continuously wet, trap debris, expose the steel to concentrated chlorides, or allow damaging corrosion to progress unnoticed.

4.2 Patina Development and Appearance

Allow exposed weathering steel to weather naturally unless the project documents or manufacturer specifically require a pre-weathering treatment, stabilizer, or clear sealer. Do not attempt to create a uniform color by sanding, wire brushing, acids, or aggressive chemical treatments unless specifically approved for the installed product.

Areas sheltered from rain or air movement may weather differently than fully exposed areas. Variations in color and patina are expected. Investigate localized areas that remain persistently wet, develop loose/flaking scale, or show unusually rapid material loss.

4.3 Routine Cleaning

Remove loose dirt, leaves, food debris, bird droppings, and other deposits with a soft-bristle brush, clean water, or other non-abrasive methods. Where additional cleaning is required, use a mild pH-neutral cleaner that is confirmed compatible with weathering steel and adjacent finishes.

Do not use muriatic acid, hydrochloric acid, bleach/chlorine cleaners, abrasive blasting, grinding, aggressive wire brushing, or unapproved rust removers on exposed Corten/weathering steel. Cleaning methods shall not intentionally strip the established protective patina.

4.4 Grease and Food Contamination

Corten/weathering steel located near outdoor cooking, kitchen exhaust, service yards, trash enclosures, or dining patios shall be monitored for grease and food deposits. Remove contamination promptly using a cleaner approved for weathering steel, and test the cleaning method in an inconspicuous area before broad application.

Do not allow grease films or organic debris to remain on horizontal ledges, joints, or sheltered surfaces where they can retain moisture and interfere with normal wet/dry weathering cycles.

4.5 Water Management and Runoff Staining

Maintain positive drainage so water can run off weathering steel freely. Keep scuppers, drip edges, joints, weeps, drainage paths, and adjacent gutters clear of debris. Standing water, continuously damp conditions, and trapped moisture shall be corrected promptly.

Rust-colored runoff from weathering steel can stain adjacent brick, stone, concrete, paving, sealants, and other finishes, particularly during initial patina development. Inspect adjacent surfaces and drainage paths regularly. Clean runoff staining promptly using methods compatible with the affected material, and correct drainage or detailing conditions that concentrate runoff onto visible surfaces.

4.6 Corrosion and Section-Loss Inspection

Inspect weathering steel at least semi-annually for areas of persistent moisture, heavy scale, deep pitting, perforation, delamination, section loss, or other corrosion that appears substantially different from the surrounding stable patina. Pay particular attention to horizontal surfaces, lower edges, base conditions, concealed laps, panel returns, welds, penetrations, and locations where debris can accumulate.

Loose surface oxide that is part of normal patina development may occur; however, heavy layered scale, significant pitting, holes, deformation, or measurable section loss shall be evaluated by a qualified architect, structural engineer, metal fabricator, or weathering-steel specialist as appropriate.

4.7 Fasteners, Joints, and Dissimilar Metals

Inspect exposed fasteners, clips, anchors, welds, sealant joints, flashings, and panel connections annually. Replace failed or incompatible components with materials specified or approved for use with the weathering steel system.

Watch for accelerated corrosion or staining at contact points with dissimilar metals. Do not introduce replacement fasteners, flashings, or accessories that may create galvanic corrosion or otherwise conflict with the original weathering-steel detailing.

4.8 Chlorides and Deicing Salts

Avoid routine exposure of weathering steel to deicing salts, salt spray, concentrated chlorides, or chloride-bearing cleaning chemicals. Where incidental salt exposure occurs, rinse affected surfaces with clean water when conditions permit and verify that runoff is directed away from susceptible adjacent finishes.

4.9 Coatings, Sealers, and Repairs

Do not apply paint, clear coatings, waxes, oils, or sealers to exposed weathering steel unless the original design or manufacturer specifically requires them. If the steel was originally supplied with a coating, stabilizer, or sealer, inspect and maintain that treatment in accordance with the product manufacturer's written instructions.

Repairs, replacement panels, weld repairs, and touch-up work shall use compatible weathering steel and detailing. New or repaired areas may initially differ in color from the surrounding patina and should be allowed to weather naturally unless an approved pre-weathering process is specified.

5. RESTAURANT-SPECIFIC REQUIREMENTS

Because restaurant environments are subject to increased grease, food, beverage, and cleaning chemical exposure, the following areas require increased maintenance:

- Main entrances

- Outdoor dining patios
- Bar patios
- Kitchen exits
- Service yards
- Dumpster and trash enclosure areas
- Loading areas
- Outdoor cooking areas
- Areas beneath cooking exhaust discharge
- Walkways between kitchen/service areas and trash facilities

Spills shall be addressed as soon as reasonably practical. Grease accumulation shall not be allowed to create slippery walking surfaces, permanently stain masonry, or accumulate on Corten/weathering steel surfaces.

Cleaning chemicals used by restaurant staff or third-party cleaning contractors shall be verified as compatible with the brick, stone, mortar, sealants, Corten/weathering steel, and adjacent finishes.

6. RECOMMENDED INSPECTION SCHEDULE

Frequency	Minimum Standard
Daily	Remove trash and food debris; clean food, beverage, grease, and oil spills; check primary walking surfaces for immediate trip or slip hazards.
Weekly	Clean high-traffic paver areas; inspect kitchen/service areas and exposed weathering steel near food or grease sources for contamination.
Monthly	Inspect paver joints and settlement; check exposed stone for staining; review weathering-steel drainage paths and adjacent surfaces for concentrated runoff staining.
Semi-Annually	Inspect brick paving, stone walls, and weathering steel; check masonry joints, settlement, cracking, moisture conditions, persistent wetting, heavy scale, deep pitting, and unusual corrosion.
Annually	Inspect masonry/metal sealants, weathering-steel fasteners, clips, anchors, welds, flashings, and connections; review drainage; complete necessary minor repairs.
Every 2-5 Years	Reapply masonry/paver sealers where originally used and manufacturer-recommended. Maintain any specified weathering-steel treatment only at its manufacturer-recommended interval.

7. REPAIR STANDARDS

All repair work shall match the original installation as closely as practical. Masonry repairs shall maintain the original material type, color, texture, pattern, joint width, mortar color, mortar profile, and paver

layout. Weathering-steel repairs shall maintain the specified steel type, thickness, panel profile, jointing, fastening, weld treatment, drainage, and intended exposed patina appearance.

Visible masonry patch repairs that substantially differ from the surrounding material shall not be acceptable. New or repaired weathering steel may temporarily vary in color while the replacement area develops its patina.

Major cracking, repeated settlement, significant water infiltration, widespread mortar deterioration, recurring stone displacement, or weathering steel exhibiting deep pitting, perforation, deformation, or significant section loss should be evaluated by a qualified architect, engineer, masonry consultant, metal fabricator, or other appropriate specialist before repairs are performed.

8. RECORD KEEPING

The Owner or facility manager should maintain records of significant maintenance including cleaning products used, dates of cleaning, pressure-washing procedures, sealer/coating products and application dates, paver repairs, mortar repairs, stone replacement, sealant replacement, Corten/weathering steel inspections and repairs, runoff-staining conditions, significant cracking or settlement, and water infiltration investigations.

Product data and maintenance instructions for the original brick, stone, mortar, grout, jointing sand, sealant, sealer, Corten/weathering steel, fasteners, flashings, and any specified metal coating or patina treatment should remain with the facility's Operations and Maintenance records.

IMPORTANT: These are general maintenance standards. Where manufacturer requirements are more restrictive, the manufacturer's written instructions shall govern.

CSI Full Breakdown

Division			Notes
Division 1 - General Conditions			**$43,324**
	General Conditions	$37,824	
	Building Permit	$0	
	Tap & Meter Fees	$0	
	Builder's Risk Insurance	$0	
	Builder's Contingency	$0	
	Temporary Roads / Parking	$0	
	Clean Paving	$2,500	
	Temporary Fencing	$3,000	
Division 2 - Site Work & Demo			**$32,250**
	Exterior Demolition	$6,900	
	Unit Pavers	$25,350	
Division 3 - Concrete			**$8,455**
	Concrete at Pavers	$4,900	
	Concrete Foundation for Awning	$3,555	
Division 4 - Masonry			**$44,300**
	Masonry Stem Walls	$44,300	
Division 5 - Metals			**$43,598**
	Structural Steel for Awning	$24,348	
	Corten Planters	$19,250	
Division 8 - Doors & Windows			**$105,322**
	Custom Entry Wood Doors	$27,800	
	Transom Windows	$26,322	
	Historic-Look Windows	$51,200	
Division 15 - Mechanical & Fire Systems			**$4,250**
	Plumbing/Gas for Lanterns	$4,250	
Division 16 - Electrical			**$6,785**
	Canopy Lighting	$6,785	
CSI Subtotal		$288,284	
Overhead & Profit		$28,828	
Insurance		$3,964	
Remodel Tax		$26,489	
Performance & Payment Bond		$0	
2 Yr Maintenance Bond		$0	
Total Bid		**$347,565**	

Weatherford City Council

AGENDA REPORT

Meeting Date:	October 27, 2026	**Staff Contact:**	Scott McDonald, Director of Development Services
Item Number:	2026-1077-AR	**Phone:**	817-598-4284

SUBJECT: Hold a PUBLIC HEARING and consider adoption of ordinance O2026-36 regarding a request for a Conditional Use Permit for Fueling Station use on an approximate 7.341-acre tract located at 1802 Old Brock Road, City of Weatherford, Parker County, Texas. CUP-26-0007.

CASE NUMBER CUP-26-0007

GENERAL INFORMATION

Applicant:	Tony Rutigliano
Request Action:	Conditional Use Permit
Project Description:	Fueling Station Use
Site Address/Location:	1802 Old Brock Rd
Land Area:	+/- 7.341 acres
General Plan:	Regional Activity Center and Manufacturing and Warehouse
Existing Zoning:	C2 Interstate Commercial
Surrounding Zoning:	
North:	AG Agriculture
South:	AG Agriculture
East:	AG Agriculture
West:	AG Agriculture

BACKGROUND/DISCUSSION

The applicant is requesting a Conditional Use Permit for Fueling Station Use on a 7.341-acre tract located at 1802 Old Brock Road, City of Weatherford, Parker County, Texas.

The Original Conditional Use Permit request was presented to the Planning and Zoning Commission on August 13th of 2025, where it received a recommendation of approval. The request was subsequently approved by the City Council on August 26th, 2025. The current request remains consistent with the previously approved Conditional Use Permit. The building dimensions, site configuration, and number of fuel pumps remain unchanged, with the only modification being the removal of one drive approach on the southeast corner of the property.

Staff is recommending approval of the Zoning Map amendment and the Conditional Use permit with the following conditions:

1. Temporary signs, banners, and other advertisements shall not be permitted on the property.

2. This conditional use permit will be void if construction has not been started withing 6 months of ordinance approval. Additionally, this conditional use permit will be void if the certificate of occupancy has not been issued within 30 months of ordinance approval.

3. No diesel advertising for this location on billboards, with an exception for one price sign.

4. No advertising diesel for this location on trailblazers.

5. Signage that stipulates "No Overnight Parking" shall be placed in and around the property.

At their October 14, 2026, regularly scheduled meeting, the Planning and Zoning Commission voted (6- 0) to recommend approval of the conditional use permit.

ALTERNATIVES

1. The City Council may approve of the request with no conditions.
2. The City Council may approve with conditions.
3. The City Council may disapprove of the request.

SUGGESTED ACTION/RECOMMENDATION

Staff recommends approval of ordinance O2026-36.

ATTACHMENTS

- Presentation
- O2026-36

1858 WEATHERFORD TRUE TEXAS
DEVELOPMENT SERVICES

Conditional Use Permit

RaceTrac

1802 Old Brock Road

CITY COUNCIL

10/27/2026

Applicant Request

CONDITIONAL USE PERMIT

- **Fueling Station Use**
- **Original CUP was recommended for approval by P&Z on August 13, 2025, and Approved by the CC on August 26, 2025.**
- **Original CUP Expired on August 26, 2026.**

Zoning Map

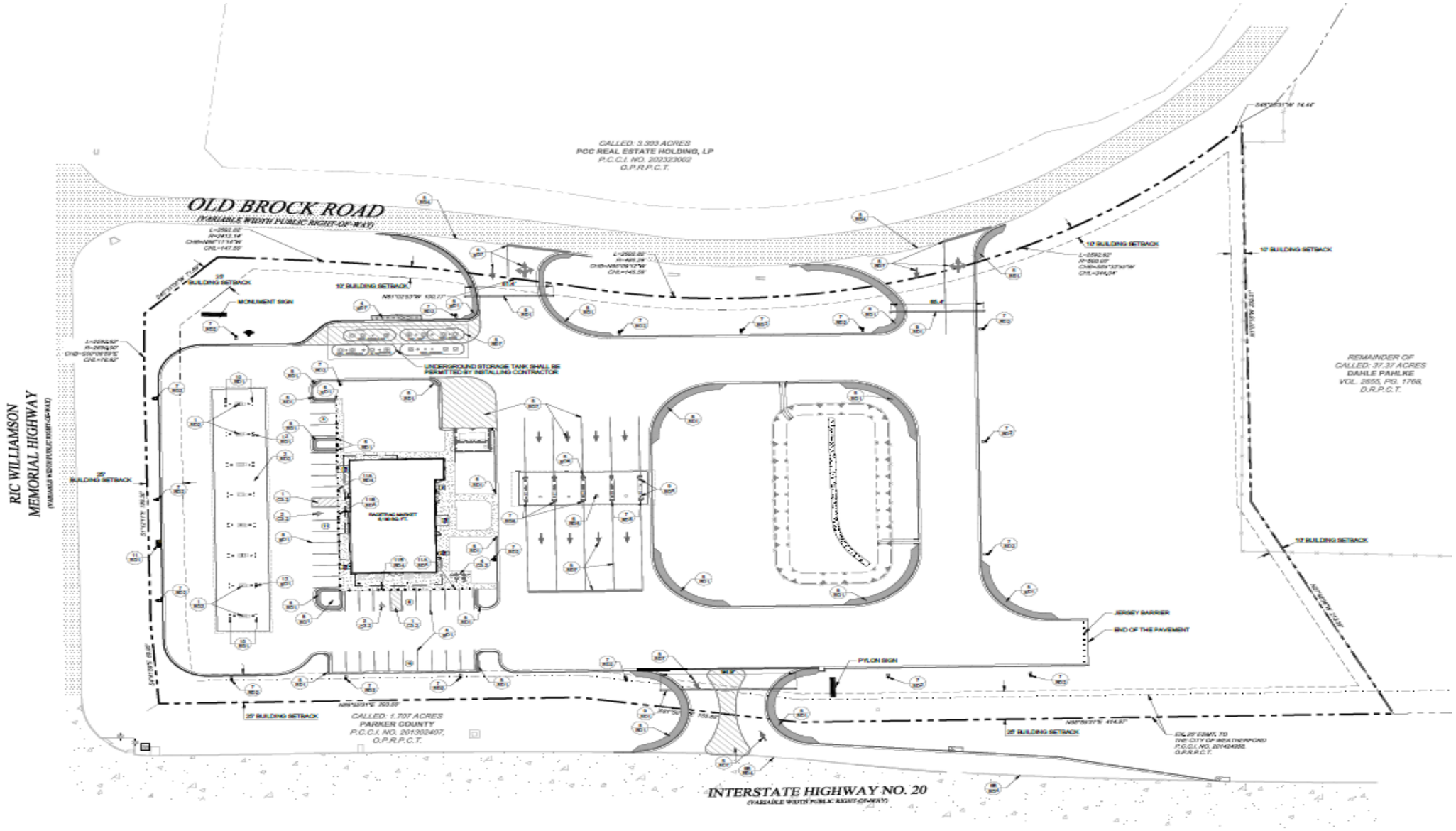


1802 Old Brock Road





Site Plan


OLD BROCK ROAD
(VARIABLE WIDTH PUBLIC RIGHT-OF-WAY)
CALLED: 3.393 ACRES
PCC REAL ESTATE HOLDING, LP
P.C.C.I. NO. 202323002
O.P.R.P.C.T.
RIC WILLIAMSON
MEMORIAL HIGHWAY
(VARIABLE WIDTH PUBLIC RIGHT-OF-WAY)
12' BUILDING SETBACK
25' BUILDING SETBACK
MONUMENT SIGN
UNDERGROUND STORAGE TANK SHALL BE PERMITTED BY INSTALLING CONTRACTOR
RETAIL/MART 4,180 SQ. FT.
JERSEY BARRIER
END OF THE PAVEMENT
PYLON SIGN
REMAINDER OF
CALLED: 37.37 ACRES
DAHLE PAHLKE
VOL. 2655, PG. 1768,
D.R.P.C.T.
CALLED: 1.707 ACRES
PARKER COUNTY
P.C.C.I. NO. 201302407,
O.P.R.P.C.T.
INTERSTATE HIGHWAY NO. 20
(VARIABLE WIDTH PUBLIC RIGHT-OF-WAY)

Elevations





Conditions of Approval

1. Temporary signs, banners, and other temporary advertisements shall not be permitted on the property.
2. This Conditional Use Permit will be void if construction has not been started within 12 months of ordinance approval. Additionally, this conditional use permit will be void if the certificate of occupancy has not been issued within 30 months of ordinance approval.
3. No diesel advertising for this location on billboards, with the exception of one price sign.
4. No advertising for diesel for this location on trailblazers.
5. Signage that stipulates “No Overnight Parking” shall be placed in and around the property.

Options

☑ Approve

☐ Disapprove

Staff recommends approval of the Conditional Use Permit based on conditions.

At their October 14th, 2026, regularly scheduled meeting, the Planning and Zoning Commission voted (6-0) to recommend approval of the conditional use permit.

ORDINANCE O2026-36

AN ORDINANCE AMENDING THE ZONING DISTRICT BOUNDARIES OF THE ZONING DISTRICT MAP OF THE CITY OF WEATHERFORD, TEXAS, CONCERNING CERTAIN PARCELS OR TRACTS OF LAND AT 1802 OLD BROCK ROAD IDENTIFIED AS BEING AN APPROXIMATE 7.3410 ACRE TRACT OF LAND SITUATED WITHIN THE CORPORATE LIMITS OF THE CITY OF WEATHERFORD, TEXAS; HERETOFORE ZONED C2 INTERSTATE COMMERCIAL SHALL HENCEFORTH BE ZONED C2 INTERSTATE COMMERCIAL WITH A CONDITIONAL USE PERMIT FOR A FUELING STATION USE; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY FOR VIOLATIONS HEREOF; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION IN THE OFFICIAL NEWSPAPER; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Weatherford, Texas, ("City") is a home rule city acting under its charter adopted by the electorate pursuant to Article XI, Section 5 of the Texas Constitution and Chapter 9 of the Local Government Code; and

WHEREAS, the City Council adopted the Zoning Ordinance of the City, codified as Chapter 12 of the Official Code of the City of Weatherford (the "City Code"), which Zoning Ordinance regulates and restricts the location and use of buildings, structures, and land for trade, industry, residence, and other purposes, and provides for the establishment of zoning districts of such number, shape and area as may be best suited to carry out these regulations; and

WHEREAS, Section 12-2-104 of the Zoning Ordinance requires the issuance of a conditional use permit to use or develop property within the City for any use designated as a conditional use in the zoning district which the property is located; and

WHEREAS, the owner of the property described herein (the "Property") filed an application seeking a conditional use permit as reflected herein; and

WHEREAS, the Planning and Zoning Commission held a public hearing on October 14, 2026, and the City Council held a public hearing October 27, 2026, with respect to the conditional use permit described herein; and

WHEREAS, the City has complied with all requirements of Chapter 211 of the Local Government Code and all other laws dealing with notice, publication and procedural requirements for the rezoning of the Property; and

WHEREAS, the City Council, after thorough study, has determined that the Zoning District Map of the City and the Zoning District Boundaries shown thereon should be changed and amended as described herein; and

WHEREAS, the City Council now desires to record said authorized changes in the Zoning District Map by passage of this Ordinance amending said map and directing the Department of Development Services to make appropriate changes in the one (1) copy of the original Zoning District Map on file in the office of the City Secretary and all other copies of maps purporting to be copies of the current Zoning District Map of the City, as provided for in Title XII, Chapter 2, Section 12-2-101, of the City Code.

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

SECTION 1: The Zoning District Map of the City, is hereby amended by changing the zoning district boundaries as herein indicated on the hereinafter described tracts or parcels of land within the corporate limits of the City:

PREVIOUS ZONING DISTRICT DESIGNATION	AMENDED ZONING DISTRICT DESIGNATION
C2 Interstate Commercial	**C2 Interstate Commercial with a Conditional Use Permit for Fueling Station**

for the approximate 7.3410- acre tract of land more particularly described in the attached **Exhibit 'A' Property Description**, incorporated herein.

SECTION 2: The conditional use permit as herein established has been made in accordance with a comprehensive plan for the purpose of promoting the health, safety, morals and general welfare of the community.

SECTION 3: The proposed elevations and site plan for the Property, attached hereto as Exhibits "B" and "C" respectively, and incorporated herein, are hereby approved.

SECTION 4: The use of the Property described above shall be subject to the restrictions, terms and conditions set forth in the proposed elevations and the proposed site plan attached as Exhibits "B" and "C". The use of the Property shall be governed by the Base Zoning regulations attached hereto as Exhibit "D," as modified by the conditions of approval for the conditional use permit attached hereto as Exhibit "E" and incorporated herein, and all other applicable regulations and ordinances of the City. Any further amendments to the permitted standards and regulations regarding the Property or conditional use permit shall require public hearings and approval by the Planning and Zoning Commission and the City Council in compliance with all requirements of Texas Local Government Code Chapter 211.

SECTION 5: The Department of Development Services is hereby instructed to change the one (1) copy of the Zoning District Map on file in the office of the City Secretary and all other copies of maps purporting to be copies of the current Zoning District Map of the City of Weatherford, Texas, to show the changes set forth herein.

SECTION 6: This Ordinance shall be cumulative of all provisions of ordinances and of the City Code, as amended, except when the provisions of this Ordinance are in direct conflict with the provisions of such ordinances and such Code, in which event the conflicting provisions of such ordinances and such Code are hereby repealed.

SECTION 7: It is hereby declared to be the intention of the City Council that the sections, paragraphs, sentences, clauses, and phrases of this Ordinance are severable, and if any section, paragraph, sentence, clause, or phrase of this Ordinance 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 sections, paragraphs, sentences, clauses, and phrases of this Ordinance, since the same would have been enacted by the City Council without the incorporation in this Ordinance of any such unconstitutional section, paragraph, sentence, clause or phrase.

SECTION 8: Any person, firm or corporation who violates, disobeys, omits, neglects or refuses to comply with or who resists the enforcement of any of the provisions of this Ordinance

shall be fined not more than Two Thousand Dollars ($2,000.00). Each day that a violation is permitted to exist shall constitute a separate offense.

SECTION 9: All rights and remedies of the City are expressly saved as to any and all violations of the provisions of any ordinances governing zoning that have accrued at the time of the effective date of this Ordinance; and, as to such accrued violations and all pending litigation, both civil and criminal, whether pending in court or not, under such ordinances, same shall not be affected by this Ordinance but may be prosecuted until final disposition by the courts.

SECTION 10: The City Secretary is hereby directed to publish the caption and penalty clause of this Ordinance in the official newspaper of the City as required by Section 52.011 of the Local Government Code.

SECTION 11: This Ordinance shall be in full force and effect from and after the date of its passage and publication as required by law, and it is so ordained.

PASSED AND APPROVED ON THIS 27TH DAY OF OCTOBER 2026.

CITY OF WEATHERFORD, TEXAS

_____
Paul Paschall, Mayor

ATTEST:

_____
Andrea McDonald, City Secretary

APPROVED AS TO FORM:

_____
Rob Allibon, City Attorney

Zoning Map



1802 Old Brock Road







Exhibit ‘A’ Property Description

BEING a 7.3410 acre tract of land located in the Clarence A. Lovejoy Survey, Abstract No. 837, City of Weatherford, Parker County, Texas, said 7.3410 acre tract of land being all of a called 5.0527 acre tract of land described as "Tract 1" and all of a called 1.487 acre tract of land described as "Tract 2", conveyed to OLD BROCK ROAD, LLC, by deed thereof filed for record in Parker County Clerk's Instrument No. 2021-31393, Official Public Records, Parker County, Texas (O.P.R.P.C.T.), said 7.3410 acre tract of land also being a portion of Old Brock Road (being a variable width public right-of-way);

BEGINNING at a 5/8 inch iron rod with a cap stamped "KHA" found (Controlling Monument) at the west property corner of said Tract 1, same being at the most northerly northwest property corner of a called 1.707 acre tract of land conveyed to Parker County, by deed thereof filed for record in Parker County Clerk's Instrument No. 201302407, O.P.R.P.C.T., said iron rod found also being at the intersection of the north right-of-way line of Interstate Highway No. 20 with the east right-of-way of Ric Williamson Memorial Highway and the southeast right-of-way line of Old Brock Road (all being variable width public rights-of-way), said beginning point also being North 52°18'08" East, a distance of 10.69 feet from a Texas Department of Transportation aluminum monument found (Controlling Monument) at the most westerly property corner of the said 1.707 acre tract;

THENCE North 04°41'59" West, departing the said property lines and the said right-of-way line, over and across the said public right-of-way of Old Brock Road, a distance of 69.90 feet to a 5/8 inch iron rod with a cap stamped "SPOONER 5922" set at the most southerly property corner of said Tract 2, same being at the intersection of the northwest right-of-way line of said Old Brock Road with the east right-of-way line of Ric Williamson Memorial Highway (being a variable width public right-of-way);

THENCE along the west property lines of said Tract 2 and along the said east right-of-way line the following courses and distances:

North 01°12'11" West, a distance of 199.36 feet to a 5/8-inch iron rod with a cap stamped "KHA" found (Controlling Monument) at the beginning of a non-tangent curve to the right having a radius of 2690.00 feet;

With said curve to the right, an arc length of 78.83 feet, and across a chord which bears North 00°08'59" West, a chord length of 78.82 feet to a 1/2 inch iron rod with a cap stamped "HARLAN 2074" found (Controlling Monument) at a northwest property corner of said Tract 2, same being at the southerly end of a corner clip located at the intersection of the said east right-of-way line of Ric Williamson Memorial Highway with the south right-of-way line of Old Brock Road;

THENCE North 45°31'00" East, along a northwest property line of said Tract 2 and along the said corner clip, a distance of 71.69 feet to a 1/2-inch iron rod with a cap stamped "HARLAN 2074" found at the most northerly northwest property corner of said Tract 2, same being at the northerly end of the said corner clip;

THENCE along the north property lines of said Tract 2 and along the said south right-of-way line of Old Brock Road the following courses and distances:

South 87°27'30" East, a distance of 83.04 feet to a mag nail found at the beginning of a non-tangent curve to the right having a radius of 960.00 feet;

With said curve to the right, an arc length of 165.41 feet, and across a chord which bears South 82°24'55" East, a chord length of 165.21 feet to a 1/2-inch iron rod with a cap stamped "BRITTAIN & CRAWFORD" found (Controlling Monument) at the beginning of a non-tangent curve to the left having a radius of 490.00 feet;

With said curve to the left, at an arc length of 67.69 feet passing a 5/8 inch iron rod found at the most easterly northeast property corner of said tract two, and continuing over and across the said public right-of-way Old Brock Road, in all a total an arc length of 271.95 feet, and across a chord which bears North 86°29'50" East, a chord length of 268.47 feet to the intersection of the southeast right-of-way line of said Old Brock Road with the northwest property line of aforementioned Tract 1;

THENCE North 57°42'18" East, along a northwest property line of said Tract 1 and along the said southeast right-of-way line of Old Brock Road, a distance of 233.71 feet to an iron rod set;

THENCE North 45°50'20" East, continuing along the said property line and the said right-of-way line a distance of 4.42 feet to a 5/8 inch iron rod with a cap stamped "KHA" found (Controlling Monument) at the most northerly property corner of said Tract 1, same being a northwest property corner of the remainder of a called 37.37 acre tract of land conveyed to Dahle Pahlke, by deed thereof filed for record in Volume 2655, Page 1768, Deed Records, Parker County, Texas;

THENCE South 01°07'16" East, departing the said right-of-way line, and along the east property line of said Tract 1, a distance of 337.08 feet (336.96 feet - Called) to an iron rod set at an easterly property corner of said Tract 1;

THENCE South 27°46'36" East, along the southeast property line of said Tract 1, a distance of 213.29 feet (213.21 feet - Called) to a 5/8 inch iron rod with a cap stamped "KHA" found (Controlling Monument) at the most southerly southeast property corner of said Tract 1, same being on the north property line of the aforementioned 1.707 acre tract;

THENCE along the southerly property lines of said Tract 1 and along the northerly property line of the said 1.707 acre tract (said northerly property lines of the 1.707 acre tract being the existing north right-of-way line of said Interstate Highway No. 20) the following courses and distances:

South 88°55'31" West, a distance of 414.97 feet to a 5/8-inch iron rod with a cap stamped "KHA" found (Controlling Monument);

North 81°50'02" West, a distance of 155.68 feet to an iron rod set;

South 88°55'31" West, a distance of 293.50 feet to the **POINT OF BEGINNING**.

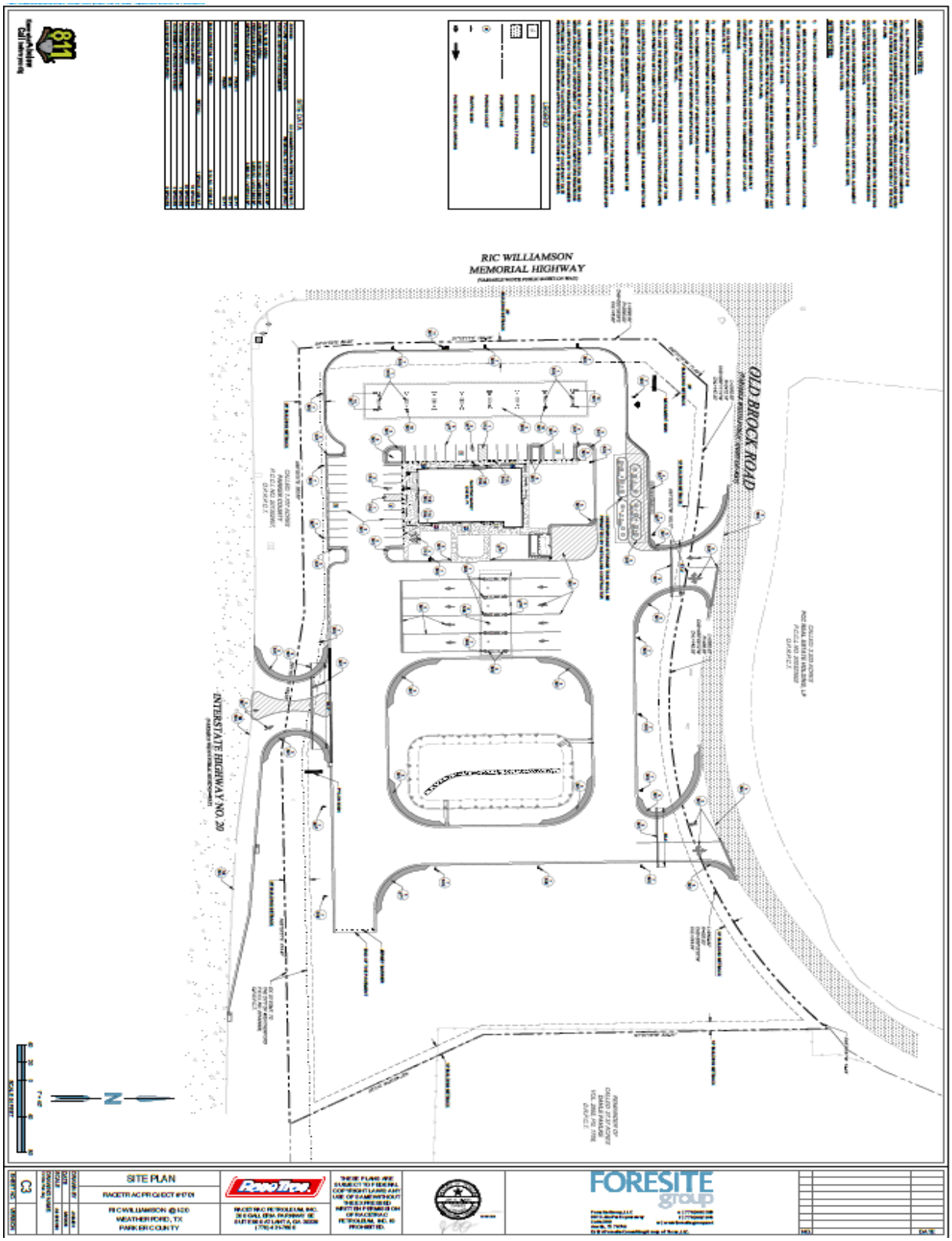
The hereinabove described tract of land contains a computed area of **7.3410 acres (319,772 square feet)** of land, of which 0.7975 acres (34,739 square feet) is located within the limits of Old Brock Road (a variable width public right-of-way).

Exhibit ‘B’ Conceptual Elevations





Exhibit ‘C’ Site Plan



SEC. 12-3-303 "C2" INTERSTATE COMMERCIAL

Contents of Section:

A. Purpose.
B. Permitted Uses.
C. Special Uses.
D. Conditional Uses.
E. Design Standards.

A. Purpose. The Interstate Commercial (C2) district is intended to accommodate commercial uses with a regionwide trade area along the Interstate 20 freeway corridor. Uses within the C2 district are typically within multitenant or big-box developments. Access to and from the Interstate for shoppers, travelers, and freight vehicles may be prioritized. Limited building trades or heavy truck uses may be approved with a conditional use permit. In the Interstate Commercial district, no building or premises shall be used, configured, erected, or altered except in conformity with the following use, area, and height regulations. This district is predominantly used in areas designated in the General Plan as Regional Activity Center (RAC).

B. Permitted Uses.

Permitted Uses		
A-C	*D-L*	*M-Z*
Accessory Building/Structure	***Day Care***	***Medical Office***
Accessory Outside Display – against or within 15 feet of building	***Domestic Animal Services*** – indoor only	***Office***
Amusement, Commercial - *indoor*	***Drinking Establishment***	***Other Accessory Outside Display*** – not on right of way or in required parking, less than 36 sq. ft. in area
Appliance Repair/Small Engine, Saw Filing, Mower Sharpening – no outside storage	***Eating Establishment/ Restaurant*** – with drive-in or thru service	***Religious Institution***
Artisan Manufacturing/Small-scale Production	***Electric Vehicle Charging Station***	***School*** – college or university
Assisted Living/Nursing Facility	***Emergency/Urgent Care, Ambulance Services/EMS***	***School*** – K-12
Catering Service	***Exhibition Hall***	***Scientific and Industrial Research Laboratories*** – non-hazardous
Civic Center – municipal	***Feed & Grain Store/Farm Supply Store***	
Civic Club, Halls and Lodges	***Financial Institution***	
Community Center	***Food Truck***	
	General Retail	
	Governmental Building or Use	

Exhibit 'D' Base C2 Zoning Regulations

Permitted Uses (continued)		
A-C	*D-L*	*M-Z*
Containers (shipping) or Metal/Modular Pods – for accessory storage for an allowed use, not occupying required parking or encroaching on required setbacks and screened or not visible from any adjacent right of way ***Contractor Office/Facility*** – no outside storage including vehicles	***Greenhouse, Plant Farm Nursery*** ***Gym/Health Club/Martial Arts*** ***Hospital*** ***Library***	

C. **Special Uses.**

Special Uses		
A-B	*C-E*	*F-Z*
	Concrete or Asphalt Mixing/Batching Plant – temporary	***Food Truck Court*** – more than one (1) ***Wholesale Trade***

D. **Conditional Uses.**

Conditional Uses		
A-E	*F-N*	*O-Z*
Alternative Financial Institution ***Amusement, Commercial*** – *outdoor* ***Auction House*** ***Auto Wash*** *(ref. Section E.3 below)* ***Auto Repair*** ***Auto Accessories/Auto Parts Store*** **Auto Quick Lube/Oil Change/State Vehicle Inspection**	***Fueling Station*** ***Home Improvement Center*** – with hardware, building materials, outside storage ***Hotel/Motel*** *(ref. Section E.3 below)* ***Institution for Alcoholic, Narcotic, or Psychiatric Patients*** ***Kiosk*** ***Liquor Store greater than 5,000 sq.ft***	***Off-highway Vehicle (OHV) Sales/Service*** ***Outdoor Sales as a Primary Use*** ***Pawn Shop*** ***Parking Lot or Garage*** ***Recreational Vehicle (RV) Display or Sales – new or used, or repair*** ***Recreational Vehicle (RV) Storage*** ***Recreational Vehicle (RV) Park/Campground***

Exhibit 'D' Base C2 Zoning Regulations

Conditional Uses (continued)		
A-E	***F-N***	***O-Z***
Auto Rental	***Livestock and Large Animal Services***	***Rehabilitation Care Facility*** – halfway house
Auto Sales and Service	***Manufactured Home Display or Sales*** – new or used	***Shelter/Care Facility***
Auto Wrecker Service	***Market, Open Air***	***Taxidermist***
Bail Bonds	***Mini-Warehouse/Self Storage*** *(ref. Section E.3 below)*	***Tool and Machinery Rental*** – with outdoor storage
Building Material Sales/Lumber Yard	***Motorcycle, Boat, or Personal Watercraft Sales and Repair***	***Tower*** – radio, television, and communications towers
Bulk Grain and/or Feed Storage	***Moving and Storage Company***	***Transfer Station*** – refuse/pick-up
Caretaker's/Security Guard Residence	***Natural Gas Compressor Station***	***Truck Stop***
Contractor Office/Facility – w/outside storage including vehicles		***Truck Wash*** (ref. Section E.3 below)
Dance Hall/Dancing Facility		***Truck Sales, Repairs, and Services***
Distribution Center		***Truck/Bus Parking, Storage, Leasing***
Domestic Animal Services – indoor kennels, outdoor activity		***Utility Use except as allowed by State Law.***
Drilling and Production of Natural Gas and/or Oil – *and activities related thereto*		***Warehouse***

E. Design Standards

1. *Height Regulations.*
   a. No structure shall exceed 45 feet in height for the main building, except as approved by conditional use permit.
2. *Area Regulations.*
   a. *Front Yard.*
      1. In all locations where building lines, setback lines, or front yard lines are shown on recorded plats, the minimum setback or front yard shall be as shown on the plat.
      2. In all other locations, the minimum front yard setback shall be 25 feet.
      3. No accessory structures shall be located in front yards.

b. *Side Yard.*

1. In all locations where building lines, or side lines on corner lots, are shown on recorded plats, the minimum side yard shall be as shown on the plat.
2. In all other locations there shall be a side yard on each side of the structures (interior) of no less than ten feet in width. Except, when retail uses are platted adjacent to other retail uses and integrated into an overall shopping center site (i.e., lots/lease spaces abutting one another), no side yard is required provided it complies with the City's Building Code.
3. For corner lots, there shall be a side yard on the street side of the structure of no less than 20 feet.

c. *Rear Yard.*

1. There shall be a rear yard having a depth of not less than 10 feet for the main building.

d. *Lot Area.*

1. Lot area—None specified.
2. Minimum lot width—None specified.
3. Minimum lot depth—None specified.

3. Supplemental Conditional Use Standards

a. *Auto or Truck Wash*. Shall not be authorized within a two (2) mile radius of a pre-existing auto or truck wash.

b. Mini-Warehouse/Self Storage

1. Shall not be authorized within a three (3) mile radius of a pre-existing Mini-Warehouse/Self storage facility

2. Sixty (60) percent of the units must be temperature controlled with air-conditioning and heating

3. Shall have a minimum lot size of two (2) acres.

c. Hotel/Motel

1. All rooms shall have internal entry only, no individual outside entry into rooms.

2. Shall be a minimum of two (2) stories in height.

d. Alternative Financial Institution. Due consideration should be given to prevent the over-proliferation of such uses.

Exhibit ‘E’ Conditions of Approval for the Conditional Use Permit

1. Temporary signs, banners, and other advertisements shall not be permitted on the property.

2. This conditional use permit will be void if construction has not been started withing 12 months of ordinance approval. Additionally, this conditional use permit will be void if the certificate of occupancy has not been issued within 30 months of ordinance approval.

3. No diesel advertising for this location on billboards, with an exception for one price sign.

4. No advertising diesel for this location on trailblazers.

5. Signage that stipulates "No Overnight Parking" shall be placed around the property.

Weatherford City Council

AGENDA REPORT

Meeting Date:	October 27, 2026	**Staff Contact:**	Scott McDonald, Director of Development Services
Item Number:	2026-1083-AR	**Phone:**	(817) 598-4284

SUBJECT: Hold a PUBLIC HEARING and consider adoption of Ordinance O2026-37 , regarding a voluntary annexation of a 48-acre tract of land owned by Westoplex Development Group LLC., into the City of Weatherford, Texas. ANX-26-0002.

BACKGROUND/DISCUSSION

The property owner has submitted a voluntary annexation request for approximately 48 acres, commonly known as Heritage Park Estates, located in Parker County. The property is currently outside of the City of Weatherford's extraterritorial jurisdiction (ETJ), is contiguous to the existing City limits. Through the associated Development Agreement and this annexation request, the property owner is requesting that the property be brought back into the City's ETJ and subsequently annexed into the City of Weatherford for all municipal purposes.

The proposed annexation was reviewed by the Utility Service Committee, which recommended approval of the request.

As required by Chapter 43 of the Texas Local Government Code, an Agreement Regarding Services After Annexation has been prepared for the property and is included as Exhibit "C" of the annexation ordinance. The agreement identifies the municipal services that will be provided following annexation, including police, fire and emergency medical services, solid waste collection, maintenance of applicable public infrastructure, and utility services.

If the ordinance is approved, the approximately 48-acre tract will be incorporated into the City limits. Upon annexation, the property will receive the default zoning classification of (AG) Agriculture.

The proposed annexation also includes portions of the adjacent county road rights-of-way, specifically Causbie Road and Old Airport Road. As part of the annexation process, the City is required to include the adjacent county road rights-of-way associated with the property being annexed. These areas consist of approximately 0.62 acres along Causbie Road and 0.84 acres along Old Airport Road, as illustrated in the annexation exhibit.

FINANCIAL IMPACT

None.

SUGGESTED ACTION

Staff recommends approval of the annexation request.

ATTACHMENTS

- Presentation
- Map
- O2026-37

1858 WEATHERFORD TRUE TEXAS
DEVELOPMENT SERVICES

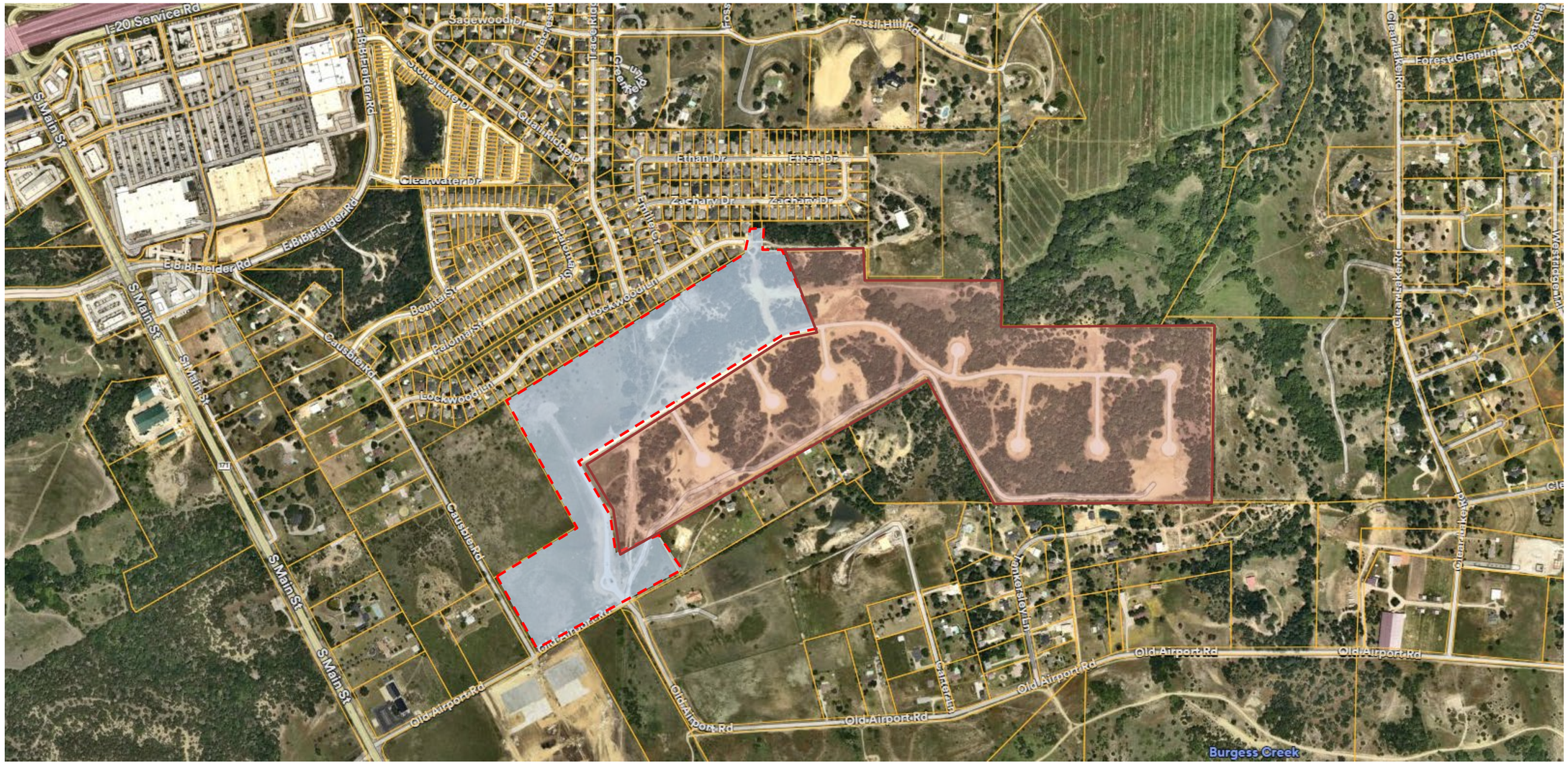
Voluntary Annexation

Heritage Park Estates

CITY COUNCIL

10/27/2026

Location Map



Voluntary Annexation

✓Voluntary Annexation Request

✓First and only public hearing

✓Effective immediately upon adoption of Ordinance

✓Default zoning district assigned is Agriculture

✓Service Plan for the property is included in the ordinance

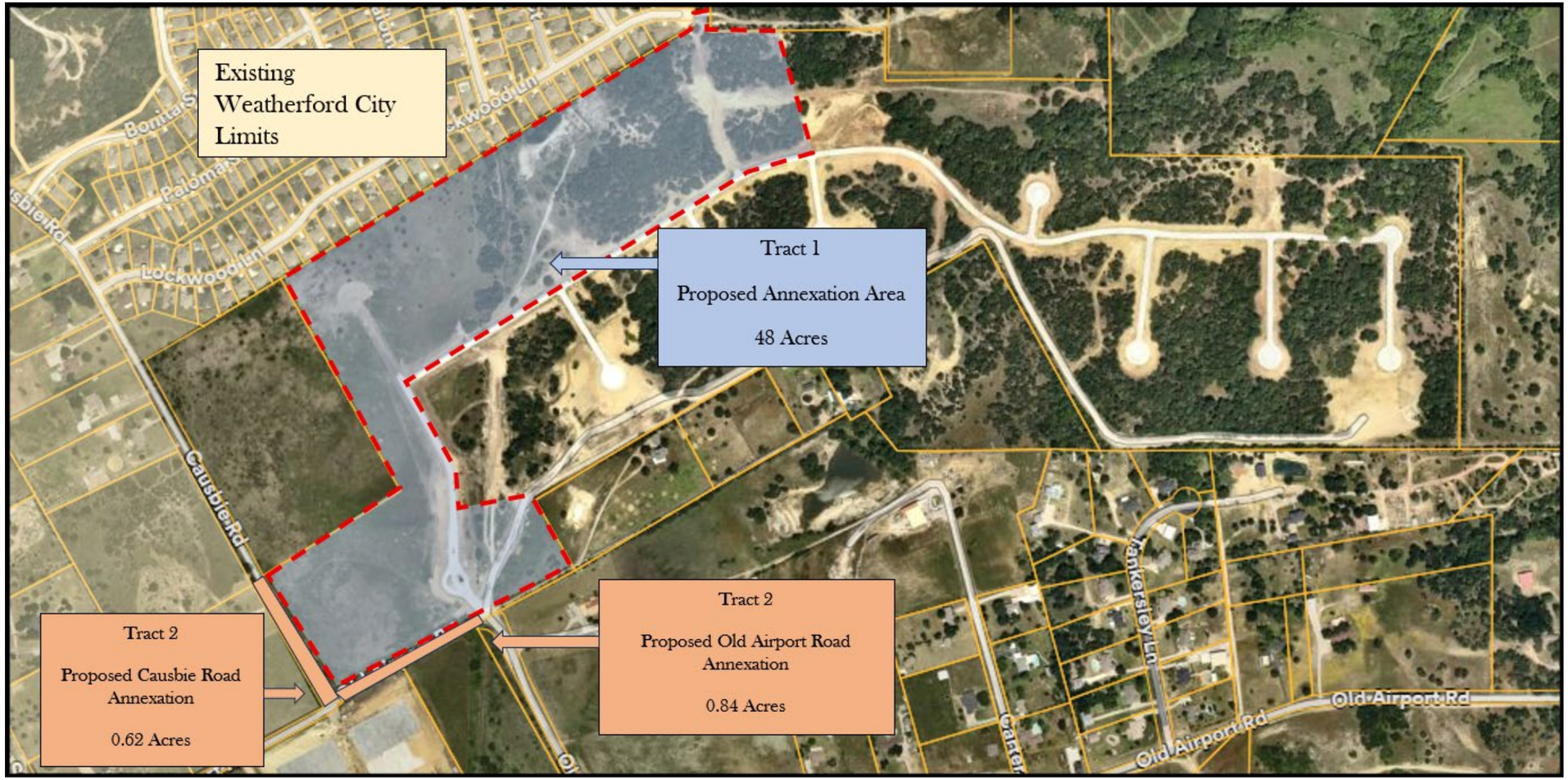
Voluntary Annexation

Tract 1: Land Annexation

- 48 Acres

Tract 2: Right-of-Way Annexation

- Old Airport Road: 0.84 Acres
- Causbie Road: 0.62 Acres



Consideration

✓ Staff recommends approval of the requests.

Planning & Zoning Commission voted (6-0) to recommend approval of the General Plan, Zoning Map Amendment at their October 14th, 2026 meeting.

Options

✓ Approve

Disapprove


Existing
Weatherford City
Limits
Proposed Annexation Area
48 Acres
Proposed Causbie Road
Annexation
0.62 Acres
Proposed Old Airport Road
Annexation
0.84 Acres
Causbie Rd
Lockwood Ln
Old Airport Rd

ORDINANCE O2026-37

AN ORDINANCE ANNEXING AN APPROXIMATE 48 ACRE TRACT OF LAND OWNED BY THE WESTOPLEX DEVELOPMENT GROUP, LLC, AND AN APPROXIMATE 0.84 ACRE ABUTTING PORTION OF OLD AIRPORT ROAD AND AN APPROXIMATE 0.62 ACRE ABUTTING PORTION OF CAUSBIE ROAD RIGHT-OF-WAY INTO THE CITY OF WEATHERFORD, TEXAS, FOR ALL MUNICIPAL PURPOSES; APPROVING THE AGREEMENT REGARDING SERVICES AFTER ANNEXATION FOR SUCH TERRITORY; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Weatherford ("City") is a home rule city acting under its charter adopted by the electorate pursuant to Article XI, Section 5 of the Texas Constitution and Chapter 9 of the Local Government Code; and

WHEREAS, The Westoplex Development Group, LLC ("Property Owner") owns the approximate 48-acre tract of land more fully described below in Exhibit "A" ("Tract 1"), and Parker County owns or maintains an approximate 0.84-acre abutting portion of Old Airport Road right-of-way and an approximate 0.62-acre abutting portion of Causbie Road right-of-way more fully collectively described in Exhibit "B" ("Tract 2"); and

WHEREAS, the Property Owner submitted a request for voluntary annexation of Tract 1, in accordance with Subchapter C-3 of Chapter 43, Texas Local Government Code; and

WHEREAS, Old Airport Road and Causbie Road, which are county roadways, abut Tract 1; and

WHEREAS, Section 43.106 of the Texas Local Government Code requires that when a municipality annexes any territory that abuts a county road, the municipality must also annex the entire width of the county road and adjacent right-of-way on both sides of the county road that abuts the territory being annexed; and

WHEREAS, pursuant to Section 43.106 of the Texas Local Government Code, the City is required to additionally annex the approximate 0.84-acre portion of Old Airport Road right-of-way and the approximate 0.62-acre portion of Causbie Road right-of-way abutting Tract 1, as more fully described below in Exhibit "B" (Tract 2); and

WHEREAS, the City Council desires to annex Tract 1 and Tract 2 into the City for all municipal purposes; and

WHEREAS, after proper notice was provided in accordance with Chapter 43 of the Texas Local Government Code, a public hearing on the proposed annexation of Tract 1 and Tract 2 was held before the Weatherford City Council on October 27, 2026; and

WHEREAS, Tract 1 and Tract 2 are contiguous to the City and are within the exclusive extraterritorial jurisdiction of the City; and

WHEREAS, Agreements Regarding Services After Annexation for both Tract 1 and Tract 2 have been prepared and are attached to and adopted with this Ordinance; and

WHEREAS, all requirements of law have been met for the annexation of Tract 1 and Tract 2 in compliance with Chapter 43 of the Texas Local Government Code.

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

SECTION 1.

The approximate 48-acre Tract 1 located in Parker County, Texas, is hereby annexed to the City as a part of the City for all municipal purposes, and the City limits are extended to include the Tract 1 more particularly described and depicted on Exhibit "A", attached to and incorporated in this Ordinance for all purposes. In the event of any discrepancy in the written description above and the depiction on the Exhibit "A", the depiction on Exhibit "A" shall control.

SECTION 2.

The approximate 0.84-acre portion of Old Airport Road right-of-way and the approximate 0.62-acre portion of Causbie Road right-of-way, being Tract 2 located in Parker County, Texas, is hereby annexed to the City as a part of the City for all municipal purposes, and the City limits are extended to include the Tract 2 more particularly described and depicted on Exhibit "B", attached to and incorporated in this Ordinance for all purposes. In the event of any discrepancy in the written description above and the depiction on the Exhibit "B", the depiction on Exhibit "B" shall control.

SECTION 3.

The owners and inhabitants of Tract 1 and Tract 2 are entitled to all of the rights and privileges of all other citizens and property owners of the City, and are bound by all acts, ordinances, and all other legal action now in full force and effect and all those which may be subsequently adopted.

SECTION 4.

The official map and boundaries of the City, previously adopted, are amended to include Tract 1 and Tract 2 as a part of the City. The City Secretary is directed and authorized to perform or cause to be performed all acts necessary to correct the official map of the City to add the annexed Tract 1 and Tract 2 as required by law.

SECTION 5.

The City Secretary is directed to file or cause to be filed a certified copy of this Ordinance in the offices of the County Clerk of Parker County, Texas and with the Parker County Appraisal District.

SECTION 6.

The Agreement Regarding Services After Annexation for both Tract 1 and Tract 2, attached as Exhibits "C" and "D," respectively, and incorporated in this Ordinance, are approved in all things, and made a part of this Ordinance for all purposes.

SECTION 7.

This Ordinance shall be cumulative of all provisions of ordinances of the City of Weatherford, Texas, except where the provisions of this Ordinance are in direct conflict with the provisions of such ordinances, in which event the conflicting provisions of such ordinances are hereby repealed.

SECTION 8.

Should any section or part of this Ordinance be held unconstitutional, illegal or invalid, or the application thereof, the unconstitutionality, illegality, invalidity or ineffectiveness of such section or part shall in no way affect, impair or invalidate the remaining portion or portions thereof, but as to such remaining portions, the same shall be and remain in full force and effect.

SECTION 9.

Should this Ordinance for any reason be ineffective as to any part of the area hereby annexed to the City, such ineffectiveness of this Ordinance as to any such part or parts of any such area shall not affect the effectiveness of this Ordinance as to the remainder of such area. The City Council hereby declares it to be its purpose to annex to the City every part of Tract 1 and Tract 2 described in Sections 1 and 2 of this Ordinance, regardless of whether any part of such described area is hereby not effectively annexed to the City. Provided, further, that if there is included within the general description of Tract 1 or Tract 2 set out in Sections 1 and 2 of this Ordinance to be hereby annexed to the City any lands or area which are presently part of and included within the limits of any other city, town or village, or which are not within the City's jurisdiction to annex, the same is hereby excluded and excepted from the area to be annexed hereby as fully as if such excluded and excepted area were expressly described herein.

SECTION 10.

This Ordinance shall be in full force and effect from and after its passage, and it is so ordained.

PASSED AND APPROVED ON THIS 27TH DAY OF OCTOBER, 2026.

CITY OF WEATHERFORD, TEXAS

_____
Paul Paschall, Mayor

ATTEST:

_____
Andrea McDonald, City Secretary

APPROVED AS TO FORM:

_____
Rob Allibon, City Attorney

EXHIBIT “A”

TRACT 1 PROPERTY DESCRIPTION

BEING a 47.990 acres tract of land; being all of Lots 49, 52 through 70 and 71X, and portions of Lots 50 & 51, Heritage Park Estates, as recorded in Plat Cabinet G, Slide 224, Plat Records, Parker County, Texas; being a portion of that certain tract conveyed to Westoplex Development Group, LLC in CF# 202525130, Real Property Records, Parker County, Texas; and being further described by metes and bounds as follows:

The following Bearings, Distances, and/or Areas derived from GNSS observations performed by Texas Surveying & Engineering, Inc. and reflect N.A.D. 1983, Texas State Plane Coordinate System, North Central Zone 4202 (Grid - US Survey Feet).

BEGINNING at a set mag nail, within Old Airport Road, same being at the southwest corner of said Lot 71X, for the southwest and beginning corner of this tract.

THENCE N 30°12'42" W, at 46.7 feet, pass a steel fence post, in the occupied north line of said Old Airport Road, in all 600.92 feet, to a found 1/2" iron rod, at the southwest corner of that certain tract conveyed to Weatherford ISD in Volume 1842, Page 393, for the westerly northwest corner of this tract.

THENCE N 58°01'52" E, 660.00 feet, to a found 1/2" iron rod, at the southeast corner of said Weatherford ISD tract, for an ell corner of this tract.

THENCE N 29°56'58" W, 988.91 feet, to a found 1/2" iron rod, at the northeast corner of said Weatherford ISD tract, same being in the south line of Lockwood Estates, as recorded in Plat Cabinet C, Slide 339, for the northerly northwest corner of this tract.

THENCE N 58°02'08" E, 1989.20 feet, to a found 1/2" iron rod, at a corner in the south line of Lockwood Estates, Phase II, as recorded in Plat Cabinet C, Slide 793, for a corner of this tract.

THENCE N 89°28'00" E, 2.45 feet, to a found 1/2" iron rod, at a corner in the south line of said Lockwood Estates, Phase II, for a corner of this tract.

THENCE N 00°23'48" W, 69.54 feet, to a point, for a corner of this tract. WHENCE a found 1/2" iron rod, at a corner in the north line of said Heritage Park Estates bears N 00°23'48" W, 110.68 feet.

THENCE EAST, 60.24 feet, to a point, in the west line of that certain tract conveyed to Lance Family Trust in CF# 202519456, for the northerly northeast corner of this tract.

THENCE S 00°31'11" E, 98.62 feet, to a set 1/2" iron rod with plastic cap stamped "TEXAS SURVEYING INC", at the westerly southwest corner of said Lance Family Trust tract, for a corner of this tract.

THENCE N 88°47'21" E, 235.20 feet, to a set 1/2" iron rod with plastic cap stamped "TEXAS SURVEYING INC", at the northeast corner of said Lot 50, for the easterly northeast corner of this tract.

THENCE over and across said Heritage Park Estates, to points in roadways, as follows:

S 15°09'32" E, 254.80 feet, to a point in Heritage Boulevard, for a corner of this tract.

S 14°44'44" E, 280.37 feet, to a point in the centerline of Heritage Park Drive, for the easterly southeast corner of this tract.

along the arc of a curve to the left, having a radius of 2000.00 feet, an arc length of 37.30 feet, and whose chord bears S 78°19'55" W, 37.30 feet, to a point in the centerline of Heritage Park Drive, for a corner of this tract.

along the arc of a curve to the left, having a radius of 800.00 feet, an arc length of 275.93 feet, and whose chord bears S 67°55'00" W, 274.57 feet, to a point in the centerline of Heritage Park Drive, for a corner of this tract.

S 58°02'08" W, 1559.36 feet, to a point at the intersection of Heritage Park Drive and Heritage Boulevard, for a corner of this tract.

S 29°56'58" E, 344.39 feet, to a point in the centerline of Heritage Boulevard, for a corner of this tract.

along the arc of a curve to the right, having a radius of 200.00 feet, an arc length of 90.41 feet, and whose chord bears S 16°59'57" E, 89.64 feet, to a point in the centerline of Heritage Boulevard, for a corner of this tract.

S 04°02'56" E, 72.30 feet, to a point in the centerline of Heritage Boulevard, for a corner of this tract.

S 88°21'24" E, 333.68 feet, to a steel fence post, at the northwest corner of that certain Tract 1 described in CF# 202117552, for a corner of this tract.

THENCE S 29°47'12" E, 329.94 feet, to a found cut-off t-post, at the southwest corner of said Tract 1, for the southerly southeast corner of this tract

THENCE S 60°36'06" W, at 327.50 feet, pass a steel fence post, in the occupied east line of said Airport Road, in all 1118.51 feet, to the POINT OF BEGINNING.


Existing Weatherford City Limits
Proposed Annexation Area
48 Acres
Gausbierd
Old Airport Rd
Old Airport Rd
Old Airport Rd
Yankeetown Ln

EXHIBIT “B”

TRACT 2 PROPERTY DESCRIPTION
(Commonly known as a portion of Old Airport Road)

BEING a 0.84 acre tract, a southerly portion of Old Airport Road (a prescriptive roadway) part of the T. Wooley Survey Abstract No. 1674 and the J. Higgins Survey, Abstract No. 1762, Parker County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at a found 4” steel post for the northeast corner of the intersection of Old Airport Drive and the east fence line for Causbie Road (both being variable width prescriptive roadway);

THENCE N 60°36’47” E, a distance of 775.87 feet to a point for corner;

THENCE S 68°05’25" E, a distance of 28.59 feet to a steel fence corner post in the occupied east line of Old Airport Road;

THENCE S 25°12’43” E with an east line of Old Airport Road, same being the west line of that parcel described in deed to Invision Southwest, LP as recorded in Instrument No. 201317031, OPRPCT, a distance of 36.73 feet to a point for corner;

THENCE S 65°12’25” E, a distance of 207.02 feet to a point for corner;

THENCE S 60°31’10” W , a distance of 488.45 feet to a point for corner;

THENCE S 47°07’56” E, a distance of 98.08 feet to a point for corner

THENCE N 30°09’36” E, a distance of 66.09 feet to the POINT OF BEGINNING, containing 0.084 acre of land, more or less

EXHIBIT "B" Continued

TRACT 2 PROPERTY DESCRIPTION
(Commonly known as a portion of Causbie Road)

BEING a 0.62 acre tract of land, part of Causbie Road located in the V.A. Holmes Survey Abstract No. 658 and the T. Wooley Survey, Abstract No. 1674, Parker County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at a found 4" steel fence post for the northeast corner of the intersection of Old Airport Drive and the east line of Causbie Road (both being variable width prescriptive roadways);

THENCE S 30°09'36" E with the projected fence line for the east line of Causbie Road, a distance of 66.09 feet to an existing fence line, the south line of Old Airport Road;

THENCE S 47°45'17" W with said south line, a distance of 43.17 feet to a point for corner;

THENCE N 47°45'17" W with the projected fenced west line of Causbie Road, the east line of the Joseph & Linda Wright tracts as described in Volume 1575, Page 1331 and Volume 1443, Page 785, Deed Records Parker County Texas, a distance of 629.29 feet to a point for corner'

THENCE N 59°42'00" E. a distance of 43.87 feet to a found ½ inch iron rod for the northwest corner of that called 145 acres described in deed to MOMBO Trust, recorded in Instrument No. 20226057, Official Public Records Parker County Texas, same being the southwest corner of that Weatherford ISD, as recorded in Volume 1842, Page 393, DRPCT;

THENCE S 30°09'36" E with the east line of said Causbie Road, and the west line of said 145 acre tract, a distance of 554.27 feet to the POINT OF BEGINNING, containing 0.62 acre of land, more or less.


Existing Weatherford City Limits
Proposed Causbie Road Annexation
0.62 Acres
Proposed Annexation Area
48 Acres
Proposed Old Airport Road Annexation
0.84 Acres
Causbie Rd
Old Airport Rd
Old Airport Rd
Tankersley Ln

EXHIBIT "C"

AGREEMENT REGARDING SERVICES AFTER ANNEXATION FOR TRACT 1

WHEREAS, Westoplex Development Group, LLC, owns an approximate 48-acre tract of land, more particularly described and depicted on Exhibit "A" to the attached annexation ordinance, and has requested the voluntary annexation of such property into the City for all municipal purposes; and

WHEREAS, Section 43.0672 of the Texas Local Government Code requires that the City and the owner of the land being annexed enter into a written agreement regarding the provisions of services in the areas being annexed.

NOW, THEREFORE, in consideration of the mutual benefits and promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City agrees to provide the following services to the areas after annexation:

1. Upon the effective date of annexation, the City will provide the following services to the newly annexed area:

A. **Police Protection.** The City will provide police protection to the newly annexed area at the same or similar level of service now being provided to other areas of the City with similar topography, land use and population.

B. **Fire Protection and Emergency Medical Service.** The City will provide fire protection to the newly annexed areas at the same or similar level of service now being provided to other areas of the City with similar topography, land use, and population. The City will respond to all dispatched calls and requests for service or assistance within the newly annexed areas.

C. **Solid Waste Collection.** The City will provide for the collection of solid waste and refuse in the newly annexed area at the same fee as paid by other citizens within the city limits for the same service by the franchised solid waste provider.

D. **Maintenance of Water and Wastewater Facilities.** Any and all water or wastewater facilities owned or maintained by the City within the annexed area at the time of the proposed annexation shall continue to be maintained by the City. Any and all water or wastewater facilities which may be acquired subsequent to the annexation of the proposed area shall be maintained by the City to the extent of its ownership.

E. **Maintenance of Parks, Playgrounds and Swimming Pools.** The City Council is not aware of the existence of any parks, playgrounds or swimming pools now located in the area proposed for annexation. If parks, playgrounds, or swimming pools do exist and are public facilities, the City will maintain the areas to the same extent and degree that it maintains parks, playgrounds, swimming pools, and other similar areas of the City.

G. **Maintenance of Publicly-Owned Facility, Building, or Municipal Service.** The City Council is not aware of the existence of any publicly-owned facility, building, or municipal service now located in or serving the area proposed for annexation. If publicly-owned facilities, buildings, or municipal services do exist, the City will maintain the facilities and services to the same extent and degree that it maintains similar facilities and services in other similar areas of the City.

H. **Electric.** The City Council is aware of the existence of City-owned electric facilities now located in the area proposed for annexation. The City-owned electric facilities that exist in the area at the time of the proposed annexation shall continue to be maintained by the City to the same extent and degree that it maintains similar facilities and services in other similar areas of the City.

2. Program for construction or acquisition of any capital improvements necessary for providing municipal service for the area:

A. **In General.**

1. The City policy for extending water and wastewater service is to extend service on an as-required basis when development applications or subdivision plats are submitted to the City in accordance with the City's subdivision and development ordinances and utility extension regulations.

2. Landowners may be required to fund capital improvements necessary to provide service in a manner consistent with Chapter 395, Texas Local Government Code. Nothing in this Agreement shall be interpreted to require a landowner within the newly annexed area to fund capital improvements necessary to provide municipal services in a manner inconsistent with Chapter 395 of the Local Government Code, unless otherwise agreed to by the landowner.

B. **Police and Fire Protection Services.** The City Council finds and determines it to be unnecessary to acquire or construct any capital improvements for the purposes of providing police or fire protection services to the newly annexed area and that it has at the present time adequate facilities to provide the same type, kind, and level of protection and service which is presently being administered to other areas already incorporated in the City with the same or similar topography, land use, and population density, without reducing by more than a negligible amount the level of police or fire services provided within the corporate limits of the City.

C. **Water Facilities and Services.** Municipal water service is available through a 12-inch water main located in the public right-of-way on the east side of Causbie Road, near its intersection with Lockwood Lane, approximately 700 linear feet west of the area proposed for annexation; and also through an 8-inch water main located in the public right-of-way on the north side of Lockwood Lane, immediately adjacent to north side of the area proposed for annexation. Future development in and around the newly annexed areas will be required to extend water facilities from said water main and/or other existing facilities pursuant to the ordinances and utility policies of the City. Upon connection to existing mains, water will be provided at the rates established by the City.

D. **Wastewater Facilities and Service.** Municipal wastewater service is available through a 12-inch wastewater main located in the public right-of-way of Fossil Hill Road, approximately 4,200 linear feet northeast of the area proposed for annexation. Future development in and around the newly annexed areas will be required to extend wastewater facilities from said wastewater main and/or other existing facilities pursuant to the ordinances and utility policies of the City, including gravity mains, force mains, and lift stations, as may be required. Upon connection to existing facilities, wastewater will be provided at the rates established by the City.

E. **Electric.** The City of Weatherford Municipal Utility System has the ability to serve electric to the newly annexed area determined by its certified electric service territory as granted by the Public Utility Commission of Texas. Any electric service provided would be according to the City's most current Electric Service Policy.

SPECIFIC FINDINGS

Because of the differing characteristics of topography, land utilization and population density, the service levels which may ultimately be provided in the newly annexed area may differ somewhat from services provided to other areas of the City of Weatherford, Texas. These differences are specifically dictated because of differing characteristics of the property and the City of Weatherford, Texas will undertake to perform consistent with this Agreement so as to provide the newly annexed area with the same type, kind and quality of service presently enjoyed by the citizens of the City of Weatherford, Texas who reside in areas of similar topography, land utilization and population.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by its undersigned duly authorized representative as of the date indicated below.

CITY OF WEATHERFORD, TEXAS

By: _____
Its: Paul Paschall, Mayor
Date: October 27, 2026

ATTEST:

_____
Andrea McDonald, City Secretary

WESTOPLEX DEVELOPMENT GROUP LLC

By: _____
Richard Green, Manager

Date: _____

ATTEST:

_____

EXHIBIT "D"

AGREEMENT REGARDING SERVICES AFTER ANNEXATION FOR TRACT 2

WHEREAS, the City of Weatherford, Texas ("City") previously annexed the approximate 48-acre Westoplex Development Group LLC, property into the City; and

WHEREAS, Old Airport Road and Causbie Road are county roads which abut the Westoplex Development Group LLC, property; and

WHEREAS, Section 43.106, Texas Local Government Code, provides that a municipality which annexes territory that abuts a county road must also annex the entire width of the county road; and

WHEREAS, by letter dated September 28, 2026, Parker County Judge Pat Deen confirmed that the Parker County Commissioners Court voted unanimously on September 28th, 2026, to approve the City's request to annex the portion of Old Airport Road and Causbie Road adjacent to the Wesoplex Development Group LLC, property; and

WHEREAS, Chapter 43, Texas Local Government Code, requires the City to enter into a written agreement regarding the provision of services in the area to be annexed.

NOW, THEREFORE, in consideration of the mutual benefits and promises contained herein, and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City agrees to provide the following services to the area after annexation:

3. Upon the effective date of annexation, the City will provide the following services to the newly annexed area:

A. **Police Protection.** The City will provide police protection to the newly annexed area at the same or similar level of service now being provided to other areas of the City with similar topography, land use and population.

B. **Fire Protection and Emergency Medical Service.** The City will provide fire protection to the newly annexed areas at the same or similar level of service now being provided to other areas of the City with similar topography, land use, and population. The City will respond to all dispatched calls and requests for service or assistance within the newly annexed areas.

C. **Maintenance of Water and Wastewater Facilities.** Any and all water or wastewater facilities owned or maintained by the City within the annexed area at the time of the proposed annexation shall continue to be maintained by the City. Any and all water or wastewater facilities which may be acquired subsequent to the annexation of the proposed area shall be maintained by the City to the extent of its ownership.

D. **Maintenance of Roads and Streets.** Roads and streets which have been dedicated to the City or which are owned by the City shall be maintained to the same degree and extent that other roads and streets are maintained in areas with similar topography, land use, and population density. Lighting of roads and streets

which may be positioned in a right-of-way, roadway, or utility company easement shall be maintained by the applicable utility company servicing the City pursuant to the rules, regulations, and fees of the utility.

4. Program for construction or acquisition of any capital improvements necessary for providing municipal service for the area:

A. <u>In General</u>

1. The City policy for extending water and wastewater service is to extend service on an as-required basis when development applications or subdivision plats are submitted to the City in accordance with the City's subdivision and development ordinances.

2. Landowners may be required to fund capital improvements necessary to provide service in a manner consistent with Chapter 395, Texas Local Government Code. Nothing in this plan shall be interpreted to require a landowner within the newly annexed area to fund capital improvements necessary to provide municipal services in a manner inconsistent with Chapter 395 of the Local Government Code, unless otherwise agreed to by the landowner.

3. The City Council has determined that the area to be annexed consists entirely of road right-of-way; consequently, no capital improvements are necessary for providing municipal services to the area.

B. <u>Police and Fire Protection Services.</u> The City Council finds and determines it to be unnecessary to acquire or construct any capital improvements for the purposes of providing police or fire protection services to the newly annexed area and that it has at the present time adequate facilities to provide the same type, kind, and level of protection and service which is presently being administered to other areas already incorporated in the City with the same or similar topography, land use, and population density, without reducing by more than a negligible amount the level of police or fire services provided within the corporate limits of the City.

C. <u>Water Facilities and Services.</u> The City Council has determined that the area to be annexed consists entirely of road right-of-way. Therefore, it is unnecessary to acquire or construct any capital improvements for providing water services.

D. <u>Wastewater Facilities and Service.</u> The City Council has determined that the area to be annexed consists entirely of road right-of-way. Therefore, it is unnecessary to acquire or construct any capital improvements for providing sanitary sewer services.

SPECIFIC FINDINGS

Because of the differing characteristics of topography, land utilization and population density, the service levels which may ultimately be provided in the newly annexed area may differ somewhat from services provided in other areas of the City. These differences are specifically dictated because of differing characteristics of the property and the City will undertake to perform consistent with this contract so as to provide the newly annexed area with the same type, kind

and quality of service presently enjoyed by the citizens of the City who reside in areas of similar topography, land utilization and population.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by its undersigned duly authorized representative as of the date indicated below.

CITY OF WEATHERFORD, TEXAS

By: _____
Its: Paul Paschall, Mayor
Date: October 27, 2026

ATTEST:

_____
Andrea McDonald, City Secretary

Weatherford City Council

AGENDA REPORT

Meeting Date:	October 27, 2026	**Staff Contact:**	Scott McDonald, Director of Development Services
Item Number:	2026-1082-AR	**Phone:**	817-598-4284

SUBJECT: Hold a PUBLIC HEARING and authorize the City Manager to execute a Development Agreement for Heritage Park Estates and consider adoption of Ordinance O2026-38 concerning a request for a Zoning Map Amendment from (AG) Agriculture to (SF 7.5) Single Family 7.5 with a (P) Planned Unit Development Overlay on an approximate 48-acre tract being located at the northeast corner of Causbie Road and Old Airport Road, City of Weatherford, Parker County, Texas. ZCH-26-0014.

CASE NUMBER ZCH-26-0014

GENERAL INFORMATION

Applicant:	Richard Green
Request Action:	Approval of a Zoning Map Amendment
Project Description:	Residential Development
Site Address/Location:	Northeast corner of Causbie Road and Old Airport Road
Land Area:	+/- 48 Acres
General Plan:	Suburban Living
Existing Zoning:	AG Agriculture
Surrounding Zoning:	
North:	R1 One Family Residential
South:	None -ETJ
East:	None - ETJ
West:	AG Agriculture

BACKGROUND/DISCUSSION

The applicant is requesting a zoning amendment for a portion of the Heritage Park Estates development, a proposed single-family residential development located generally at the northeast corner of Causbie Road and Old Airport Road. The overall Heritage Park property consists of approximately 145 acres and is currently being developed as a residential subdivision in Parker County.

The proposed zoning amendment is associated with the voluntary annexation of a portion of the development into the City of Weatherford. The annexation area includes approximately 68 residential lots, consisting of approximately 34 lots ranging from 9,000 to 12,000 square feet and 34 one-acre lots, all of which exceed the minimum 7,500-square-foot lot size required under the SF 7.5 zoning district. The remaining portion of Heritage Park, consisting of approximately 48 two-acre residential lots, will remain outside the City limits and is not included in the zoning request.

The applicant is requesting Single-Family 7.5 (SF 7.5) zoning with a Planned Unit Development (P) Overlay for the annexation area. The Planned Unit Development Overlay establishes development standards specific to Heritage Park and incorporates the proposed concept plan.

The Heritage Park property has previously been platted through Parker County. If the annexation and zoning requests are approved, the portion brought into the City will be required to be replatted through the City of Weatherford in accordance with the City's subdivision and development requirements.

The proposed development will include gated private streets, private drainage facilities, and a private trail system that will be owned and maintained by a homeowners' association rather than the City. The PUD also establishes residential architectural standards requiring each home to incorporate a minimum of five specified architectural features.

Access to the development is proposed primarily from Old Airport Road, with Lockwood Lane serving as gated emergency access only. A future street stub-out is also proposed to accommodate future phases. Streets within the development will be private and maintained by the homeowners' association.

The zoning amendment is being considered concurrently with the voluntary annexation and associated Developmen Agreement for Heritage Park. The Development Agreement establishes the development standards, public improvement responsibilities, utility provisions, and other requirements applicable to the portion of the development proposed for incorporation into the City.

At their October 14th, regularly scheduled meeting, the Planning & Zoning Commission voted (6-0) to recommend approval of the request.

ALTERNATIVES

1. The City Council may approve the request.
2. The City Council may disapprove the request.

SUGGESTED ACTION/RECOMMENDATION

Staff recommends approval of the Zoning Map Amendment.

ATTACHMENTS

- Presentation
- Development Agreement
- O2026-38

1858 WEATHERFORD TRUE TEXAS
DEVELOPMENT SERVICES

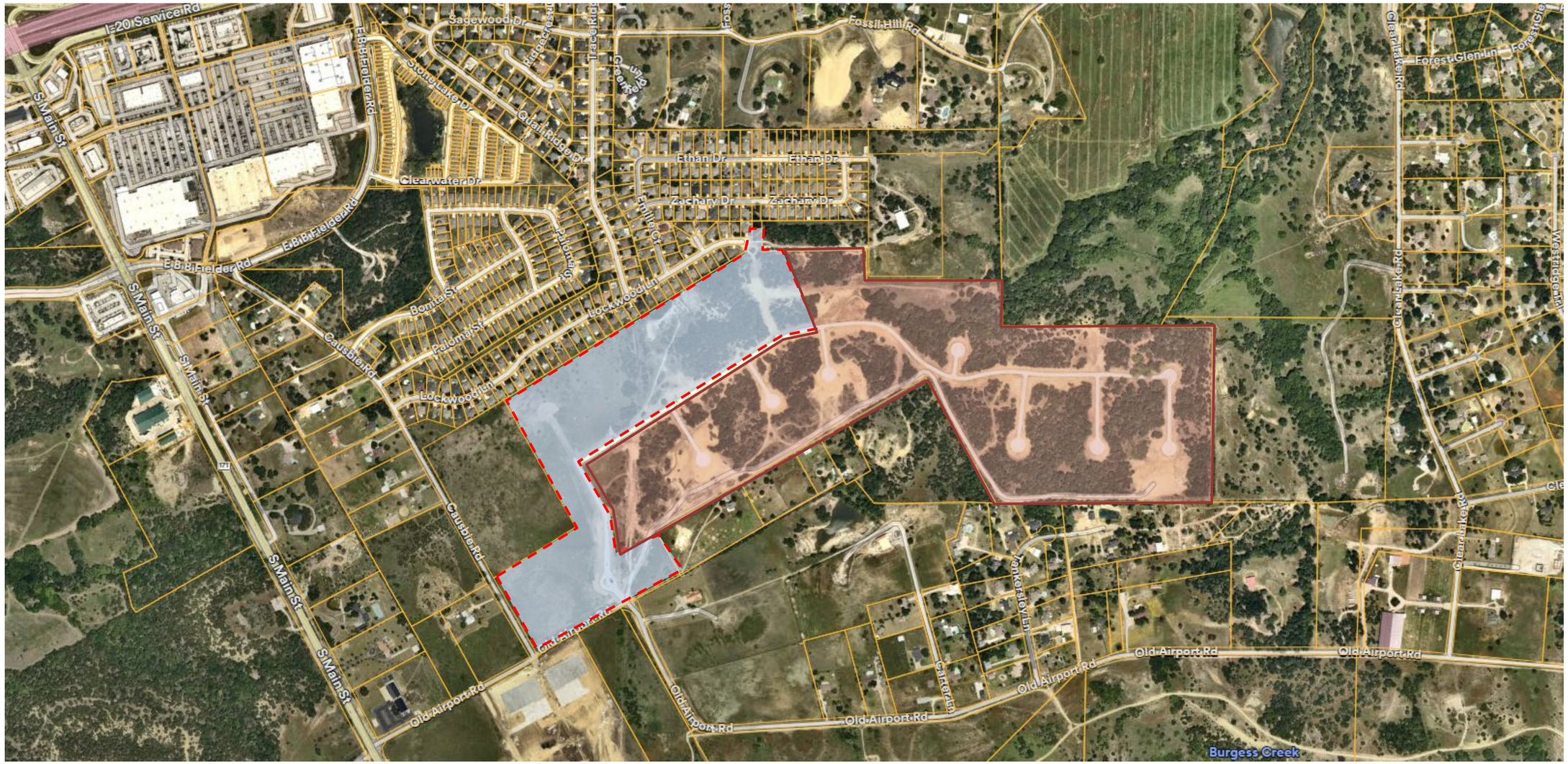
Zoning Amendment

Heritage Park Estates

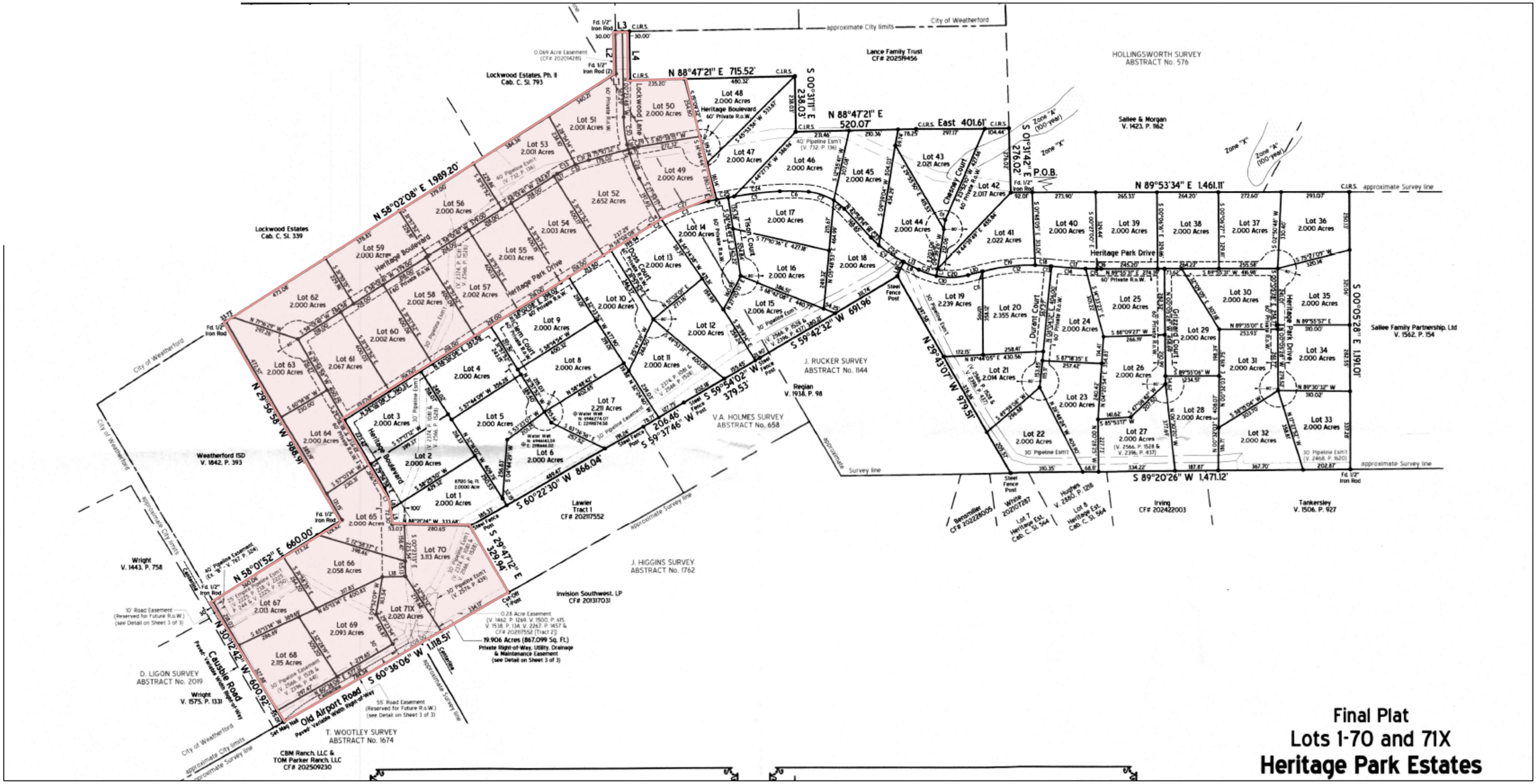
City Council

10/27/2026

Location Map



Existing Plat



Project Background

47 Acres of Land

Base zoning district upon annexation is AG.

Proposal is for 68 single family lots

Applicant Request

ZONING AMENDMENT

(AG) Agriculture → (SF 7.5) with a Planned Unit Development Overlay

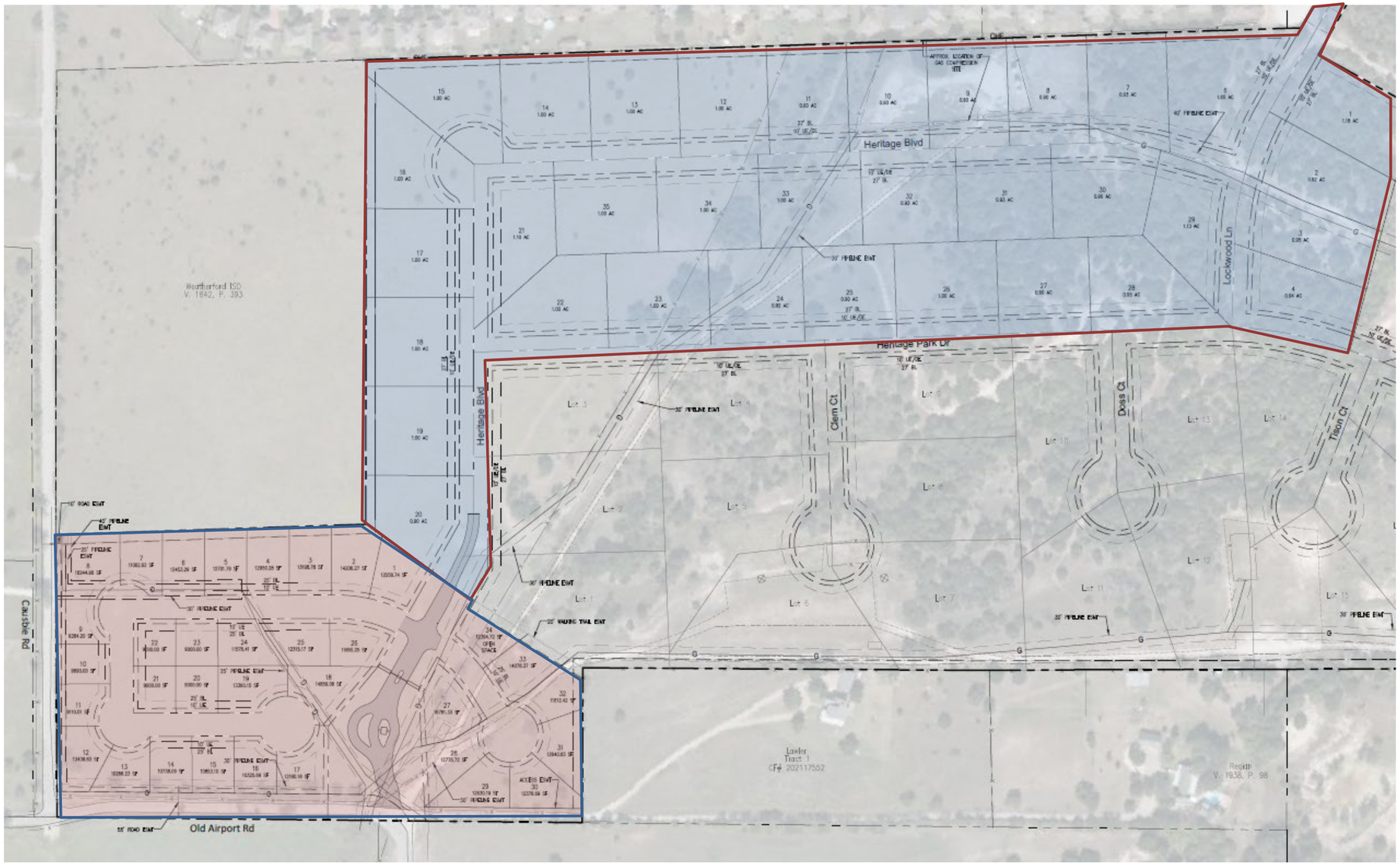
GENERAL PLAN AMENDMENT

✓ Suburban Living

Layout

Avg One-Acre Lots (blue)

Lots over 9,000 SF (red)



Development Features

- Thirty-four (34) lots ranging from 9,000 to 12,000 square feet
- Thirty-four (34) one-acre lots
- Private interior streets
- Gated community
- Trail System
- Developer's CCRs prohibit privacy fencing and chain-link fencing





Residential Architectural Standards

Permitted architectural styles include:

- Tudor
- Mediterranean
- French Country
- Texas Vernacular
- Colonial Revival
- Craftsman
- Mid-Century Modern
- Transitional
- Modern Farmhouse





Residential Architectural Standards

Each home must incorporate at least 5 architectural design features



Features must be located on the front facade or visible from a front or side street

1. Garage Orientation. Primary garage doors that do not face the street.
2. Enhanced Masonry and Wood Detailing. Elevated masonry detailing, including multi-tonal patterns, stone accents, and ornamental woodwork, including gothic or gingerbread treatments.
3. Architectural Columns and Arches. Architectural pillars, posts, or masonry arches.
4. Architectural Windows. Bay or box-out windows facing the street.
5. Chimneys. Brick or stone chimney located on an exterior wall.
6. Covered Front Porches. Covered front porch containing a minimum of sixty (60) square feet, covered by the main roof, with a minimum depth of five (5) feet, or an architectural extension.
7. Roof and Architectural Features. Cupolas, turrets, dormers, or gables.
8. Roof Accent Materials. Upgraded roof accent materials, including metal, tile, or slate.
9. Recessed Entries. A recessed entry located a minimum of three (3) feet behind the main front facade.
10. Decorative Attic or Gable Features. A decorative attic or gable feature containing a minimum of two (2) square feet, including a decorative vent, window, or brick detail.



Residential Architectural Examples







Options

☑ **Approve**

☐ **Disapprove**

Staff recommends approval of the zoning map amendment.

At their October 14th, regularly scheduled meeting, the Planning & Zoning Commission voted (6-0) to recommend approval of the zoning map amendment request.

DEVELOPMENT AGREEMENT

This Development Agreement ("Agreement") is entered into by and between the City of Weatherford, Texas (the "City"), and Westoplex Development Group LLC (the "Developer"). For convenience, the City and the Developer may be referred to individually as a "party" or collectively as the "parties."

WHEREAS, the Developer acquired and is developing a 145-acre parcel of property known as Heritage Park, located generally at the northeast corner of Causbie Road and Old Airport Road in Parker County as more particularly described in Exhibit "A" which is attached hereto and incorporated herein (the "Property"); and

WHEREAS, the Developer previously petitioned the City to release the Property from the City's extraterritorial jurisdiction ("ETJ") pursuant to Subchapter D, Chapter 42, Texas Local Government Code; and

WHEREAS, the Developer has begun development of a single family residential development on the Property, a portion of which will remain outside of the City limits and ETJ, and a portion of which the Developer seeks to have annexed into the City limits; and

WHEREAS, the portion of the Property to be annexed into the City will consist of approximately sixty-eight (68) residential lots, each being approximately one (1) acre or less in size, as more particularly depicted and or/described in the attached Exhibit "B" (the "Annexation Area"); and

WHEREAS, the Annexation Area is contiguous and adjacent to the ETJ of the City, and is not in the ETJ of another municipality, and the Developer requests that the Annexation Area be included in the City's ETJ pursuant to Section 42.022(b), Texas Local Government Code; and

WHEREAS, the Developer desires to voluntarily annex only the Annexation Area into the corporate limits of the City and to retain the remainder of the Property outside of corporate limits of the City; and

WHEREAS, the Developer is developing the remainder of the Property with approximately forty-eight (48) lots, each being approximately two (2) acres in size, as more particularly described and/or depicted in the attached Exhibit "A;" and

WHEREAS, the Developer desires to zone only the Annexation Area in accordance with the zoning and development standards established by this Agreement, and no zoning change or annexation of the remainder of the Property is requested or authorized by this Agreement; and

WHEREAS, the Developer shall have the ability to continue construction and complete all building improvements concurrently with the Annexation Petition; and

WHEREAS, upon approval of the requested zoning of the Annexation Area, the Developer has requested that the City permit the improvement of the Annexation Area as more particularly described and depicted in the Development Standards and Concept Plans attached hereto as Exhibit "D" and incorporated herein; and

WHEREAS, the Developer desires to participate in an agreement whereby the City will provide certain incentives to the Developer to ensure the design of the Annexation Area conforms to minimum standards as set forth in this Agreement; and

WHEREAS, the City desires that the Annexation Area be built as represented by the Developer in the attached and incorporated exhibits and is willing to provide incentives to ensure the Annexation Area is built to such standards; and

WHEREAS, the parties voluntarily enter into this Agreement with the intent of applying more stringent building product regulations, material standards, and/or aesthetic methods than otherwise required by the City's Zoning Ordinance, or any applicable national model code as otherwise required by Chapter 3000, Texas Government Code; and

WHEREAS, the parties intend that this Agreement is a development agreement as provided for by state law, including Section 212.172 of the Texas Local Government Code; and

WHEREAS, the Developer intends to design, construct, and install certain on-site public improvements (the "Public Improvements") to serve the development as described herein; and Developer recognizes and agrees that Developer may be required to dedicate right-of-way and construct a driveway entrance in accordance with the City regulations; and

WHEREAS, the parties intend that this Agreement shall constitute a permit under Chapter 245 of the Texas Local Government Code; and

WHEREAS, the City recognizes that the construction and installation of the Public Improvements will: (a) bring a positive impact to the City; (b) promote state and local economic development; (c) stimulate business and commercial activity in the municipality; (d) promote the development and diversification of the economy of the state; (e) promote the development and expansion of commerce in the state; and (f) eliminate some unemployment or underemployment in the state; and

WHEREAS, the City Council finds and determines that this Agreement requiring certain development standards complies with the City's long-term planning policies and will promote local economic development and stimulate business and commercial activity in the City; and

WHEREAS, this Agreement shall operate as a covenant running with the Annexation Area and be binding upon the Developer and its representatives, officers, agents, servants, employees, successors, and assigns.

NOW, THEREFORE, in consideration of the covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

ARTICLE I. AUTHORIZATION

The City Council finds and determines that this Agreement is authorized and governed by Section 380.001 of the Texas Local Government Code.

ARTICLE II. TERM

The Effective Date of this Agreement shall be October 27, 2026. This Agreement shall continue until all obligations under this Agreement are fulfilled, unless otherwise terminated as provided for in this Agreement. In the event that the City fails to annex and zone the Annexation Area as requested by the Developer on or before October 27, 2026, this Agreement shall automatically terminate; neither party shall have any further obligation to the other under this Agreement; any project deemed created by this Agreement under Chapter 245 of the Texas Local Government Code, and any permits or applications for permits therefor, shall be deemed expired; and this Agreement will not constitute a covenant that runs with the Annexation Area.

ARTICLE III. ANNEXATION, PLATTING, AND ZONING

1. **Annexation of Land into City.** This Agreement, upon execution by all parties hereto, constitutes a request by the Developer for inclusion of the Annexation Area into the City's ETJ and for voluntary annexation of the Annexation Area into the corporate limits of the City (the "Annexation Petition"). The Annexation Petition shall apply solely to the Annexation Area consisting of the approximately sixty-eight (68) residential lots, each being approximately one (1) acre or less in size, as identified in Exhibit "B." The remainder of the Property shall not be annexed into the corporate limits of the City pursuant to this Agreement and shall remain outside the corporate limits unless subsequently annexed in accordance with applicable law.

   The Developer agrees that, upon annexation of the Annexation Area into the City, no request for disannexation of the Annexation Area shall be made.

   Any county roads adjacent to the Property shall be included in the annexation to the extent required by the Texas Local Government Code. Upon annexation, the City shall provide water and/or wastewater service in accordance with Article VI of this Agreement, the municipal services agreement, and applicable City regulations. The municipal services agreement in the form set forth in Exhibit "C" attached hereto and incorporated herein is acceptable to the Developer and the City and shall be submitted to the City Council for approval along with the annexation ordinance.

2. **Annexation Disclosure.** The Developer expressly acknowledges that the Developer is not required to enter into this Agreement and that annexation proceedings are subject to the Developer's consent. This consensual annexation is authorized and governed by

Subchapter C-3 of Chapter 43 of the Texas Local Government Code. Under Subchapter C-3, the City must conduct one (1) public hearing, provide notice of this public hearing between ten (10) and twenty (20) days prior to the hearing, and enter into a municipal services agreement (service plan) with Developer. The annexation ordinance may be adopted at the conclusion of the public hearing. In accordance with Section 212.l72(i) of the Texas Local Government Code, immunity from suit for the purpose of adjudicating a claim for breach of this Agreement is waived. The parties acknowledge that this Section complies with Section 212.172(b-1) of the Texas Local Government Code.

3. **Platting.** The Property has previously been platted through Parker County. A final plat of the Annexation Area shall be submitted to and processed through the City of Weatherford in accordance with the City's applicable subdivision regulations and development requirements.

4. **Zoning.** This Agreement constitutes a request by the Developer to zone only the Annexation Area consistent with the Development Standards set forth in this Agreement. The City shall process the zoning application concurrently with the annexation petition and shall set votes on the approval of the annexation and zoning ordinance at the same City Council meeting, if practical. The City agrees, in accordance with Chapter 211, Texas Local Government Code, to conduct a public hearing to consider establishing Single Family 7.5 ("SF 7.5") with a Planned Unit Development ("P") overlay zoning for the Annexation Area incorporating the Development Standards and the concept plans attached hereto and incorporated herein as Exhibit 'D', as well as the terms of this Agreement. The SF 7.5 base zoning district standards are attached hereto as Exhibit "E", which are incorporated herein by reference.

The total development on the Property shall consist of approximately one hundred sixteen (116) single-family residential lots, consisting of approximately thirty-four (34) lots ranging from 9,000 to 12,000 square feet and thirty-four (34) one-acre lots in the Annexation Area, and forty-eight (48) two-acre lots in the remainder of the Property. Notwithstanding the foregoing, only the approximately sixty-eight (68) one-acre or smaller lots comprising the Annexation Area are subject to annexation and zoning pursuant to this Agreement.

ARTICLE IV. ECONOMIC DEVELOPMENT INCENTIVES

1. **Covenants of the Developer.** The Developer agrees to construct and operate the development of the Annexed Area in accordance with the Development Standards and Concept Plan set forth in Exhibit "D."

2. **Covenants of the City.** As an economic development incentive and to assist the Developer with the development of the Annexed Area, the City agrees to provide the following incentives relating to the Annexation Area only:

a. **Development Plan Review.** Development plan review shall be performed by the City Staff at no cost to the Developer.

b. **Development Construction Inspection.** Development construction inspections shall be performed by City Staff at no cost to the Developer.

c. **Development Permit Fees.** The City shall waive applicable development permit fees associated with platting, zoning, and site development permit.

d. **Building Permit and Inspection Fees.** The City shall waive applicable building permit and inspection fees.

e. **Roadway Impact Fees.** Roadway impact fees shall not be applicable.

f. **Water Model and Wastewater Capacity Analysis.** The water model and wastewater capacity analysis shall be performed by City Staff at no cost to the Developer.

g. **Traffic Impact Analysis.** The Traffic Impact Analysis assessment shall be performed by the City Engineer at no cost to the Developer.

h. **Electric Infrastructure.** Weatherford Electric shall provide and install the electric infrastructure at no installation cost to the Developer, subject to applicable City standards and Weatherford Electric requirements.

ARTICLE V. IMPACT FEES AND PARK DEDICATION FEES FOR THE ANNEXATION AREA

1. **Assessment and Collection of Impact Fees.** Impact Fees shall be assessed on the Annexation Area upon approval of this Agreement and shall be collected by the City from the Annexation Area at the time building permits are issued, unless otherwise provided in this Agreement. Such fees shall be held and accounted for separate from all other fees and revenues of the City.

2. **Water Impact Fees.** Applicable water impact fees for the Annexation Area are estimated at ($158,576.00) and shall be paid at the time of building permit issuance.

3. **Wastewater Impact Fees.** Applicable wastewater impact fees for the Annexation Area are estimated at ($151,436.00) and shall be paid at the time of building permit issuance.

4. **Park Dedication Fees.** The Developer shall pay applicable park dedication fees for the Annexation Area in the amount of ($137,352.00) at the time of final plat approval.

ARTICLE VI. PUBLIC IMPROVEMENTS

1. **Water and Wastewater Infrastructure.** All lots of one (1) acre or less shall receive City water and wastewater service. Water and wastewater service for lots greater than one (1) acre may be optional, subject to the approved utility plans, available capacity, and applicable City requirements.

The Developer shall, at its sole cost and expense, design and construct all onsite and offsite water and wastewater infrastructure necessary to serve the Annexation Area. All water and wastewater infrastructure shall be designed and constructed in accordance with applicable City of Weatherford standards and pursuant to the City's standard Subdivision Improvements Agreement. The water and wastewater public improvements shall be dedicated to the City and upon acceptance by the City shall be maintained by the City, subject to any applicable maintenance bonds.

2. **Transportation Improvements.** Streets serving lots ranging from 9,000 to 12,000 square feet shall be constructed of concrete with curb, with laydown curb permitted. Streets serving lots of one (1) acre or greater shall be constructed of concrete with bar ditches.

   The Development shall provide two (2) points of access. Old Airport Road shall serve as the primary access through the Development, with no on-street parking permitted. Lockwood Lane shall provide gated emergency access only. A future street stub-out shall also be provided for connection to future phases, as generally depicted on the Concept Plan.

   The Developer shall contribute up to ($125,000.00) toward improvements to Old Airport Road, as approved by the City Engineer.

   All streets in the Annexation Area and the remaining Property shall be private streets, and shall be owned and maintained by the required homeowners' association in accordance with Exhibit "D."

3. **Drainage and Detention Improvements.** All drainage infrastructure within the Annexation Area and the remaining Property shall be private and shall be owned and maintained by the required homeowners' association, and shall not be maintained by the City in accordance with Exhibit "D".

   Polypropylene pipe may be utilized as an acceptable alternative to reinforced concrete pipe (RCP), subject to review and approval by the City Engineer.

4. **Development and Maintenance Standards.** The Annexation Area shall include gated private streets and a private trail system as generally depicted on the Concept Plan. The private streets and trail system shall be owned and maintained by the homeowners' association (HOA) and shall not be maintained by the City.

5. **Electric Infrastructure.** Weatherford Electric shall provide electric service to the Annexation Area in accordance with applicable City standards and Weatherford Electric requirements.

   Electric infrastructure necessary to serve the Annexation Area shall be installed at no cost to the Developer.

6. **Permitting and Review.** The City shall assign a Development Specialist to the Annexation Area who will serve as the single point of contact for building permits and inspection coordination.

The City shall provide a building "hotline" for builders within the Annexation Area to assist with building permit and inspection needs.

The City shall review and return comments on complete building permit applications within five (5) business days or less following a complete submittal. For any complete resubmittal made in response to City comments, the City shall review and return additional comments within five (5) business days or less.

The Civil Engineering Plans shall be submitted for the Annexation Area, the City's review shall be limited to the public water and wastewater improvements. All other site improvements shall be considered private improvements and shall not be subject to the City review or approval as part of the Civil Engineering Plans.

All construction and improvements completed prior to the Effective Date of this Agreement shall be subject to review, inspection, and acceptance by City Inspectors for compliance with applicable City requirements.

Builder's Risk Insurance requirements for the Development shall be coordinated between the Developer and the City prior to commencement of applicable construction activities.

7. **Solid Waste.** Solid waste service shall be provided by the City to the lots within the Annexation Area, and may be provided to the remaining lots on the Property at the City's published rates.

ARTICLE VII. DEFAULT

1. **Events of Default.** No party shall be in default under this Agreement until notice of the alleged failure of such party to perform, the nature of which is reasonably detailed, has been given in writing; however, that party shall be given a reasonable time to cure the alleged failure (such reasonable time to be determined based on the nature of the alleged failure, but, unless otherwise stated in this Agreement or agreed to in writing by the parties, in no event more than thirty (30) days after written notice of the alleged failure has been received). Notwithstanding the foregoing, no party shall be in default under this Agreement if, within the applicable cure period, the party in receipt of the notice begins performance and thereafter diligently and continuously pursues performance until the alleged failure has been cured.

2. **Remedies.** If a party should default, and fail to cure such default as provided herein, the non-defaulting party may, at its option and without prejudice to any other right or remedy under this Agreement, seek any relief available at law or in equity against such breaching party (but not any other party), including, but not limited to, terminating this Agreement, an action under the Uniform Declaratory Judgment Act, or actions for specific

performance, mandamus, or injunctive relief. In addition, the non-defaulting party may terminate this Agreement, and by action or proceeding at law or in equity, may be awarded its damages. In addition, the Developer agrees that the City may withhold issuance of further certificates of occupancy or building permits and other approvals necessary for construction on the Property should the Developer fail to comply with any covenants or obligations set forth in this Agreement.

ARTICLE VIII. GENERAL PROVISIONS

1. **Termination.** This Agreement may be terminated as follows:

a. by mutual written agreement by the parties.

b. by the City upon the failure of the Developer to fulfill its obligations or covenants under this Agreement after expiration of the applicable notice and cure provisions as set forth herein; or

c. by the Developer upon the failure of the City to fulfill its obligations or covenants under this Agreement after expiration of the applicable notice and cure provisions as set forth herein.

2. **Mutual Assistance.** The Developer and the City shall do all things necessary or appropriate to carry out the terms and provisions of this Agreement and to aid and assist each other in carrying out the terms and provisions hereof.

3. **Attorney's Fees.** In the event any legal action or process is commenced to enforce or interpret provisions of this Agreement, the prevailing party in any such legal action shall be entitled to recover its necessary and reasonable attorney's fees and expenses incurred by reason of such action.

4. **Law Compliance.** The Developer agrees to comply with all federal, state, and local laws and all development regulations that are applicable to the Development.

5. **Waiver.** The Developer expressly acknowledges that by entering into this Agreement, the Developer, its successors, assigns, vendors, grantees, and/or trustees, shall never construe this Agreement as waiving any of the requirements of the City's Zoning or Subdivision regulations or any other development regulation or ordinance of the City, except as herein agreed upon.

6. **Indemnity. The Developer, its engineer, its officers, agents, employees, successors and assigns do hereby fully release and agree to indemnify and hold harmless the City, its officers, agents, servants, and employees, from all claims, suits, judgments, and demands of any nature whatsoever, for property damage or personal injury, including death, resulting from or in any way connected with this Agreement, or the construction or operations of the Development on the Property.**

7. **Entire Agreement.** This Agreement contains the entire agreement between the parties with respect to the transaction contemplated herein.

8. **Amendment.** This Agreement may only be amended, altered, or revoked by a written instrument signed by the Developer and the City.

9. **Successors and Assigns.** The Developer may assign any part of its rights or obligations under this Agreement to a wholly owned subsidiary or affiliated party without prior written approval of the City, but with written notice to the City. Any purported assignment shall not be deemed effective until such written notice occurs, and all rights and responsibilities shall remain vested in Developer until such time. The Developer may not otherwise assign its rights or obligations under this Agreement without the prior written consent of the City, which consent shall not be unreasonably withheld, conditioned, or delayed.

10. **Regulations Regarding Building Products, Materials, or Methods.** The parties hereto find that the area described herein constitutes an area of architectural importance and significance for purposes of Chapter 3000 of the Texas Government Code. In consideration of the mutual covenants and conditions contained herein and pursuant to Section 3000.002(d) of the Texas Government Code, the Developer voluntarily consents to the application of the PUD Ordinance in addition to all City rules, charter provisions, ordinances, orders, building codes, and other regulations existing as of the Effective Date hereof (the "Regulations") that govern the use or installation of a building product or material in the construction, renovation, maintenance, or other alteration of a residential or commercial building on the Property, regardless of whether a different building product or material is approved for use by a national model code published within the last three code cycles that applies to the construction, renovation, maintenance, or other alteration of the building. In addition, the Developer voluntarily consents to the application of the Regulations that establish a standard for a building product, material, or aesthetic method in construction, renovation, maintenance, or other alteration of a residential or commercial building regardless of whether the standard is more stringent than a standard for the product, material, or aesthetic method under a national model code published within the last three code cycles that applies to the construction, renovation, maintenance, or other alteration of the building. The parties agree that: (a) the City will not issue any permits for the Property in violation of this Section; (b) the covenants contained within Article IV and this Section constitute material terms of this Agreement; (c) the Developer's voluntary consent to the application of the Regulations to the Property, as described in Article IV and this Section, constitutes a material inducement for the City to authorize the Incentives described herein; and (d) the covenants contained herein shall run with the land and shall bind the Developer and all his successors and assigns unless and until the Agreement is terminated as provided herein.

11. **Hold Harmless Agreement. Approval by the City Engineer or other City employee of any plans, designs, or specifications submitted by the Developer pursuant to this Agreement shall not constitute or be deemed to be an assumption of responsibility and liability by the City or a release of the responsibility and liability of Developer,**

its engineer, its officers, agents, employees, successors and assigns for the accuracy and competency of such plans, designs, and specifications.

12. **Notice.** Any notice and/or statement required and permitted to be delivered shall be deemed delivered by depositing same in the United States mail, certified with return receipt requested, postage prepaid, addressed to the appropriate party at the following addresses, or at such other addresses provided by the parties in writing:

Developer: Westoplex Development Group LLC
5100 NE Ric Williamson Memorial Hwy
Weatherford, TX 76085 - 1706
Attn:
Joel Taylor
Richard Green
Email:
joel@westoplexliving.com
rbhomes@gmx.com

City: City of Weatherford
Attention: City Manager
303 Palo Pinto Street
Weatherford, Texas 76086

With copy to: Smcdonald@weatherordtx.gov

13. **Interpretation.** Regardless of the actual drafter of this Agreement, this Agreement shall, in the event of any dispute over its meaning or application, be interpreted fairly and reasonably, and neither more strongly for or against either party.

14. **Applicable Law.** This Agreement is made and shall be construed and interpreted under the laws of the State of Texas and venue for any dispute arising out of this Agreement shall lie in Parker County, Texas.

15. **Severability.** In the event that any provision of this Agreement is illegal, invalid, or unenforceable under present or future laws, then, and in that event, it is the intention of the parties that the remainder of this Agreement shall not be affected thereby, and it is also the intention of the parties that in lieu of each clause or provision that is found to be illegal, invalid, or unenforceable, a provision shall be added to this Agreement which is legal, valid and enforceable and is as similar in terms as possible to the provision found to be illegal, invalid or unenforceable.

16. **Continuity.** Unless terminated pursuant to the provisions in this Agreement, this Agreement shall be a covenant running with the land and shall be binding upon the Developer, its successors, heirs, assigns, grantees, trustees and/or representatives.

17. **Governmental Powers; Waiver of Immunity.** It is understood that by execution of this Agreement, the City does not waive or surrender any of its governmental powers, immunities or rights, except as specifically waived pursuant to this Section. The City waives its governmental immunity from suit and liability only as to any action brought by a party to pursue the remedies available under this Agreement, and only to the extent necessary to pursue such remedies. Nothing in this Section shall waive any claims, defenses, or immunities that the City has with respect to suits against the City by persons or entities not a party to this Agreement.

18. **Texas Government Code Verifications.** The Developer verifies and certifies that it does not and during the duration of this Agreement will not:

a. boycott Israel as that term is defined in Texas Government Code Section 808.001 and Chapter 2271, as amended;

b. do business with Iran, Sudan, or a foreign terrorist organization, as defined in Texas Government Code Chapter 2252, Subsection F, and Chapter 2270, as amended;

c. boycott energy companies as defined in Texas Government Code Section 809.001 and Chapter 2276, as amended;

d. discriminate against a firearm trade association as defined in Texas Government Code Chapter 2274, as amended; or

e. operate as a foreign owned or controlled company in connection with a critical infrastructure project as defined in Texas Government Code Chapter 2275, as amended.

19. **Approval by City of Weatherford, Texas.** This Agreement was approved by the City Council at its meeting on October 27, 2026.

WESTOPLEX DEVELOPMENT GROUP LLC

By: _____
Richard Green, Manager

By: _____
Joel Taylor, Manager

CITY OF WEATHERFORD

By: _____
James Hotopp, City Manager

ATTEST:

_____
City Secretary

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF PARKER §

BEFORE ME, the undersigned authority in and for Parker County, Texas, on this day personally appeared Richard Green, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that he is a Manager for Westoplex Development Group LLC, and that he is authorized by said entity to execute the foregoing instrument as the act of such entity for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the _____ day of _____, 2026.

_____
Notary Public in and for the State of Texas

_____
Type or Print Notary's Name

My Commission Expires:

_____

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF PARKER §

BEFORE ME, the undersigned authority in and for Parker County, Texas, on this day personally appeared Joel Taylor, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that he is a Manager for Westoplex Development Group LLC, and that he is authorized by said entity to execute the foregoing instrument as the act of such entity for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the _____ day of _____, 2026.

_____
Notary Public in and for the State of Texas

_____
Type or Print Notary's Name

My Commission Expires:
_____

EXHIBIT A

OVERALL PROPERTY DESCRIPTION/ DEPICTION

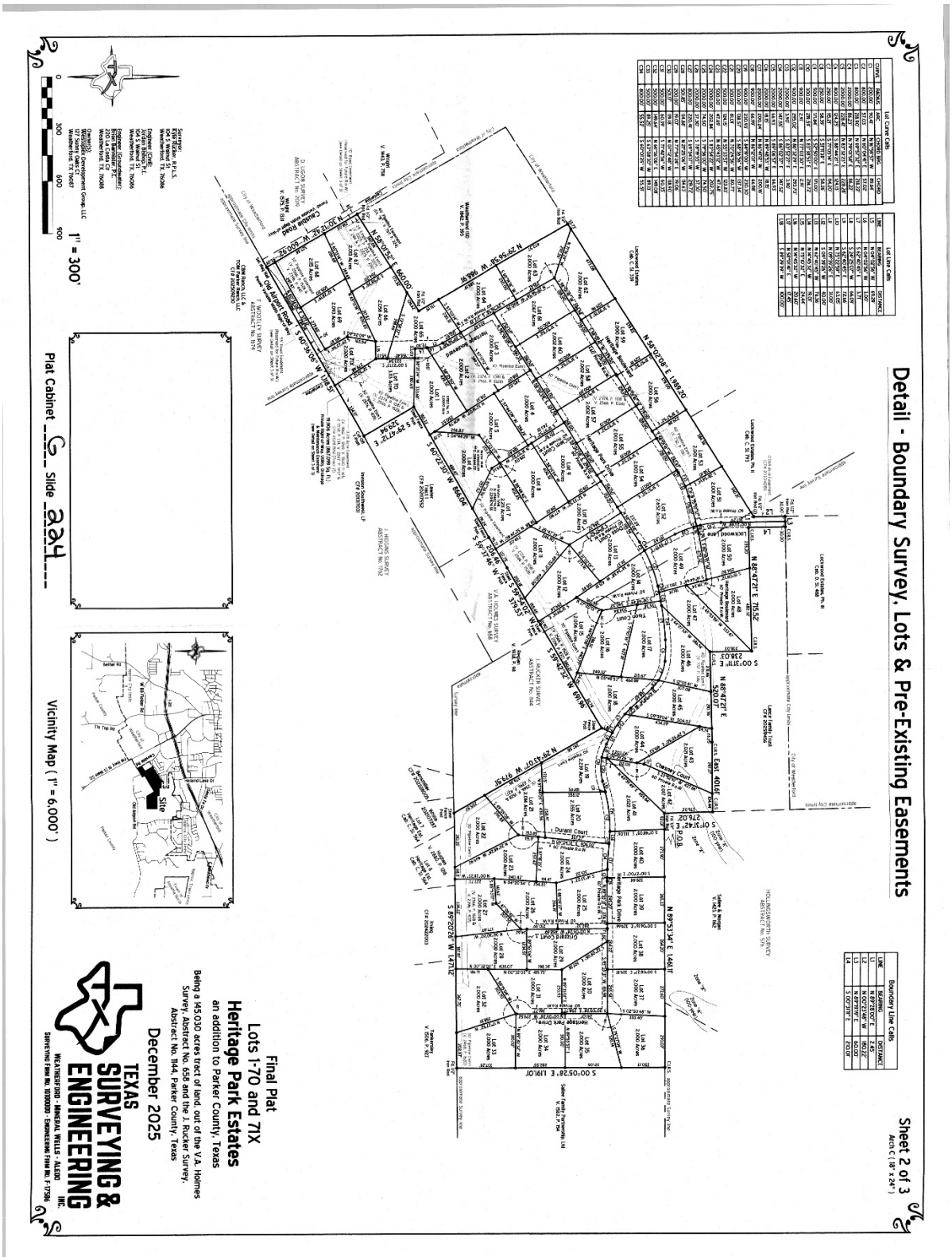


EXHIBIT B

ANNEXATION AREA / ONE-ACRE AND SMALLER LOTS

BEING a 47.990 acres tract of land; being all of Lots 49, 52 through 70 and 71X, and portions of Lots 50 & 51, Heritage Park Estates, as recorded in Plat Cabinet G, Slide 224, Plat Records, Parker County, Texas; being a portion of that certain tract conveyed to Westoplex Development Group, LLC in CF# 202525130, Real Property Records, Parker County, Texas; and being further described by metes and bounds as follows:

The following Bearings, Distances, and/or Areas derived from GNSS observations performed by Texas Surveying & Engineering, Inc. and reflect N.A.D. 1983, Texas State Plane Coordinate System, North Central Zone 4202 (Grid - US Survey Feet).

BEGINNING at a set mag nail, within Old Airport Road, same being at the southwest corner of said Lot 71X, for the southwest and beginning corner of this tract.

THENCE N 30°12'42" W, at 46.7 feet, pass a steel fence post, in the occupied north line of said Old Airport Road, in all 600.92 feet, to a found 1/2" iron rod, at the southwest corner of that certain tract conveyed to Weatherford ISD in Volume 1842, Page 393, for the westerly northwest corner of this tract.

THENCE N 58°01'52" E, 660.00 feet, to a found 1/2" iron rod, at the southeast corner of said Weatherford ISD tract, for an ell corner of this tract.

THENCE N 29°56'58" W, 988.91 feet, to a found 1/2" iron rod, at the northeast corner of said Weatherford ISD tract, same being in the south line of Lockwood Estates, as recorded in Plat Cabinet C, Slide 339, for the northerly northwest corner of this tract.

THENCE N 58°02'08" E, 1989.20 feet, to a found 1/2" iron rod, at a corner in the south line of Lockwood Estates, Phase II, as recorded in Plat Cabinet C, Slide 793, for a corner of this tract.

THENCE N 89°28'00" E, 2.45 feet, to a found 1/2" iron rod, at a corner in the south line of said Lockwood Estates, Phase II, for a corner of this tract.

THENCE N 00°23'48" W, 69.54 feet, to a point, for a corner of this tract. WHENCE a found 1/2" iron rod, at a corner in the north line of said Heritage Park Estates bears N 00°23'48" W, 110.68 feet.

THENCE EAST, 60.24 feet, to a point, in the west line of that certain tract conveyed to Lance Family Trust in CF# 202519456, for the northerly northeast corner of this tract.

THENCE S 00°31'11" E, 98.62 feet, to a set 1/2" iron rod with plastic cap stamped "TEXAS SURVEYING INC", at the westerly southwest corner of said Lance Family Trust tract, for a corner of this tract.

THENCE N 88°47'21" E, 235.20 feet, to a set 1/2" iron rod with plastic cap stamped "TEXAS SURVEYING INC", at the northeast corner of said Lot 50, for the easterly northeast corner of this tract.

THENCE over and across said Heritage Park Estates, to points in roadways, as follows:

S 15°09'32" E, 254.80 feet, to a point in Heritage Boulevard, for a corner of this tract.

S 14°44'44" E, 280.37 feet, to a point in the centerline of Heritage Park Drive, for the easterly southeast corner of this tract.

along the arc of a curve to the left, having a radius of 2000.00 feet, an arc length of 37.30 feet, and whose chord bears S 78°19'55" W, 37.30 feet, to a point in the centerline of Heritage Park Drive, for a corner of this tract.

along the arc of a curve to the left, having a radius of 800.00 feet, an arc length of 275.93 feet, and whose chord bears S 67°55'00" W, 274.57 feet, to a point in the centerline of Heritage Park Drive, for a corner of this tract.

S 58°02'08" W, 1559.36 feet, to a point at the intersection of Heritage Park Drive and Heritage Boulevard, for a corner of this tract.

S 29°56'58" E, 344.39 feet, to a point in the centerline of Heritage Boulevard, for a corner of this tract.

along the arc of a curve to the right, having a radius of 200.00 feet, an arc length of 90.41 feet, and whose chord bears S 16°59'57" E, 89.64 feet, to a point in the centerline of Heritage Boulevard, for a corner of this tract.

S 04°02'56" E, 72.30 feet, to a point in the centerline of Heritage Boulevard, for a corner of this tract.

S 88°21'24" E, 333.68 feet, to a steel fence post, at the northwest corner of that certain Tract 1 described in CF# 202117552, for a corner of this tract.

THENCE S 29°47'12" E, 329.94 feet, to a found cut-off t-post, at the southwest corner of said Tract 1, for the southerly southeast corner of this tract

THENCE S 60°36'06" W, at 327.50 feet, pass a steel fence post, in the occupied east line of said Airport Road, in all 1118.51 feet, to the POINT OF BEGINNING.

Custer Rd
Old Airport Rd
Heritage Blvd
Olom Ct
Duss Ct
Lockwood Ln
Neon Ct
Clear Water
GRAPHIC SCALE
1" = 120'
120 0 120 240
TEXAS SURVEYING & ENGINEERING INC.
NO
REVISIONS
DESCRIPTION
DATE
PRELIMINARY
FOR REVIEW ONLY
HORIZONTAL & VERTICAL CONTROL
DRAWN BY:
JOB #: 2604
DATE: 10/07/2026
HERITAGE PARK ESTATES
WEATHERFORD, TEXAS
PARKER COUNTY
HIGH DENSITY
CONCEPT LAYOUT
SHEET NO.
1 of 2

EXHIBIT C

AGREEMENT REGARDING SERVICES AFTER ANNEXATION

WHEREAS, Westoplex Development Group, LLC, owns an approximate 48-acre tract of land, more particularly described and depicted on Exhibits "A" to the attached annexation ordinance, and has requested the voluntary annexation of such property into the City for all municipal purposes; and

WHEREAS, Section 43.0672 Texas Local Government Code requires that the City and the owner of the land being annexed enter into a written agreement regarding the provisions of services in the areas being annexed.

NOW, THEREFORE, in consideration of the mutual benefits and promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City agrees to provide the following services to the areas after annexation:

1. Upon the effective date of annexation, the City will provide the following services to the newly annexed area:

A. **Police Protection.** The City will provide police protection to the newly annexed area at the same or similar level of service now being provided to other areas of the City with similar topography, land use and population.

B. **Fire Protection and Emergency Medical Service.** The City will provide fire protection to the newly annexed areas at the same or similar level of service now being provided to other areas of the City with similar topography, land use, and population. The City will respond to all dispatched calls and requests for service or assistance within the newly annexed areas.

C. **Solid Waste Collection.** The City will provide for the collection of solid waste and refuse in the newly annexed area at the same fee as paid by other citizens within the city limits for the same service by the franchised solid waste provider.

D. **Maintenance of Water and Wastewater Facilities.** Any and all water or wastewater facilities owned or maintained by the City within the annexed area at the time of the proposed annexation shall continue to be maintained by the City. Any and all water or wastewater facilities which may be acquired subsequent to the annexation of the proposed area shall be maintained by the City to the extent of its ownership.

E. **Maintenance of Parks, Playgrounds and Swimming Pools.** The City Council is not aware of the existence of any parks, playgrounds or swimming pools now located in the area proposed for annexation. If parks, playgrounds, or swimming pools do exist and are public facilities, the City will maintain the areas to the same extent and degree that it maintains parks, playgrounds, swimming pools, and other similar areas of the City.

G. **Maintenance of Publicly-Owned Facility, Building, or Municipal Service.** The City Council is not aware of the existence of any publicly-owned facility, building, or municipal service now located in or serving the area proposed for annexation. If publicly-owned facilities, buildings, or municipal services do exist, the City will maintain the facilities and services to the same extent and degree that it maintains similar facilities and services in other similar areas of the City.

H. **Electric.** The City Council is aware of the existence of City-owned electric facilities now located in the area proposed for annexation. The City-owned electric facilities that exist in the area at the time of the proposed annexation shall continue to be maintained by the City to the same extent and degree that it maintains similar facilities and services in other similar areas of the City.

2. Program for construction or acquisition of any capital improvements necessary for providing municipal service for the area:

A. **In General.**

1. The City policy for extending water and wastewater service is to extend service on an as-required basis when development applications or subdivision plats are submitted to the City in accordance with the City's subdivision and development ordinances and utility extension regulations.

2. Landowners may be required to fund capital improvements necessary to provide service in a manner consistent with Chapter 395, Texas Local Government Code. Nothing in this Agreement shall be interpreted to require a landowner within the newly annexed area to fund capital improvements necessary to provide municipal services in a manner inconsistent with Chapter 395 of the Local Government Code, unless otherwise agreed to by the landowner.

B. **Police and Fire Protection Services.** The City Council finds and determines it to be unnecessary to acquire or construct any capital improvements for the purposes of providing police or fire protection services to the newly annexed area and that it has at the present time adequate facilities to provide the same type, kind, and level of protection and service which is presently being administered to other areas already incorporated in the City with the same or similar topography, land use, and population density, without reducing by more than a negligible amount the level of police or fire services provided within the corporate limits of the City.

C. **Water Facilities and Services.** Municipal water service is available through a 12-inch water main located in the public right-of-way on the east side of Causbie Road, near its intersection with Lockwood Lane, approximately 700 linear feet west of the area proposed for annexation; and also through an 8-inch water main located in the public right-of-way on the north side of Lockwood Lane, immediately adjacent to north side of the area proposed for annexation. Future development in and around the newly annexed areas will be required to extend water facilities from said water main and/or other existing facilities pursuant to the ordinances and utility policies of the City. Upon connection to existing mains, water will be provided at the rates established by the City.

D. **Wastewater Facilities and Service.** Municipal wastewater service is available through a 12-inch wastewater main located in the public right-of-way of Fossil Hill Road, approximately 4,200 linear feet northeast of the area proposed for annexation. Future development in and around the newly annexed areas will be required to extend wastewater facilities from said wastewater main and/or other existing facilities pursuant to the ordinances and utility policies of the City, including gravity mains, force mains, and lift stations, as may be required. Upon connection to existing facilities, wastewater will be provided at the rates established by the City.

E. **Electric.** The City of Weatherford Municipal Utility System has the ability to serve electric to the newly annexed area determined by its certified electric service territory as granted by the Public Utility Commission of Texas. Any electric service provided would be according to the City's most current Electric Service Policy.

SPECIFIC FINDINGS

Because of the differing characteristics of topography, land utilization and population density, the service levels which may ultimately be provided in the newly annexed area may differ somewhat from services provided to other areas of the City of Weatherford, Texas. These differences are specifically dictated because of differing characteristics of the property and the City of Weatherford, Texas will undertake to perform consistent with this Agreement so as to provide the newly annexed area with the same type, kind and quality of service presently enjoyed by the citizens of the City of Weatherford, Texas who reside in areas of similar topography, land utilization and population.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by its undersigned duly authorized representative as of the date indicated below.

CITY OF WEATHERFORD, TEXAS

By: _____
Its: Paul Paschall, Mayor
Date: October 27, 2026

ATTEST:

_____
Andrea McDonald, City Secretary

WESTOPLEX DEVELOPMENT GROUP LLC

By: _____
Richard Green, [Manager]

Date: _____

ATTEST:

_____

EXHIBIT D

DEVELOPMENT STANDARDS AND CONCEPT PLAN

The Developer shall establish and maintain a homeowners' or property owners' association (HOA) for the Annexation Area. The Annexation Area shall include gated private streets, private drainage facilities, and a private trail system as generally depicted on the Concept Plan. The private streets, drainage facilities, and trail system shall be owned and maintained by the HOA and shall not be the maintenance responsibility of the City.

A. Residential Architecture.

Architectural styles that are considered suitable in the community are Tudor, Mediterranean, French Country, Texas Vernacular, Colonial Revival, Craftsman, Mid-Century Modern, Transitional and Modern Farmhouse, as shown in **Exhibit 'F'.**

In addition to the applicable City of Weatherford development requirements and the Design Guidelines for the Development, the following residential architectural standards shall apply.

Each residential structure shall incorporate a minimum of five (5) of the following design features on the front facade or on a facade visible from a front or side street:

1. Garage Orientation. Primary garage doors that do not face the street.
2. Enhanced Masonry and Wood Detailing. Elevated masonry detailing, including multi-tonal patterns, stone accents, and ornamental woodwork, including gothic or gingerbread treatments.
3. Architectural Columns and Arches. Architectural pillars, posts, or masonry arches.
4. Architectural Windows. Bay or box-out windows facing the street.
5. Chimneys. Brick or stone chimney located on an exterior wall.
6. Covered Front Porches. Covered front porch containing a minimum of sixty (60) square feet, covered by the main roof, with a minimum depth of five (5) feet, or an architectural extension.
7. Roof and Architectural Features. Cupolas, turrets, dormers, or gables.
8. Roof Accent Materials. Upgraded roof accent materials, including metal, tile, or slate.
9. Recessed Entries. A recessed entry located a minimum of three (3) feet behind the main front facade.
10. Decorative Attic or Gable Features. A decorative attic or gable feature containing a minimum of two (2) square feet, including a decorative vent, window, or brick detail.
11. Roof Pitch Variation. A primary roof pitch greater than 8:12 or the incorporation of variable roof pitches.

12. Window Enhancements. Transom windows or shutters.

13. Carriage-Style Garage Doors. Carriage-style garage doors incorporating decorative hardware.

The required five (5) design features may consist of any combination of the features listed above, provided the features are incorporated into the front facade or are visible from a front or side street.

B. Fencing

Welded wire fencing, including welded wire panels installed with metal posts and/or framing, shall be permitted.

C. Concept Plan

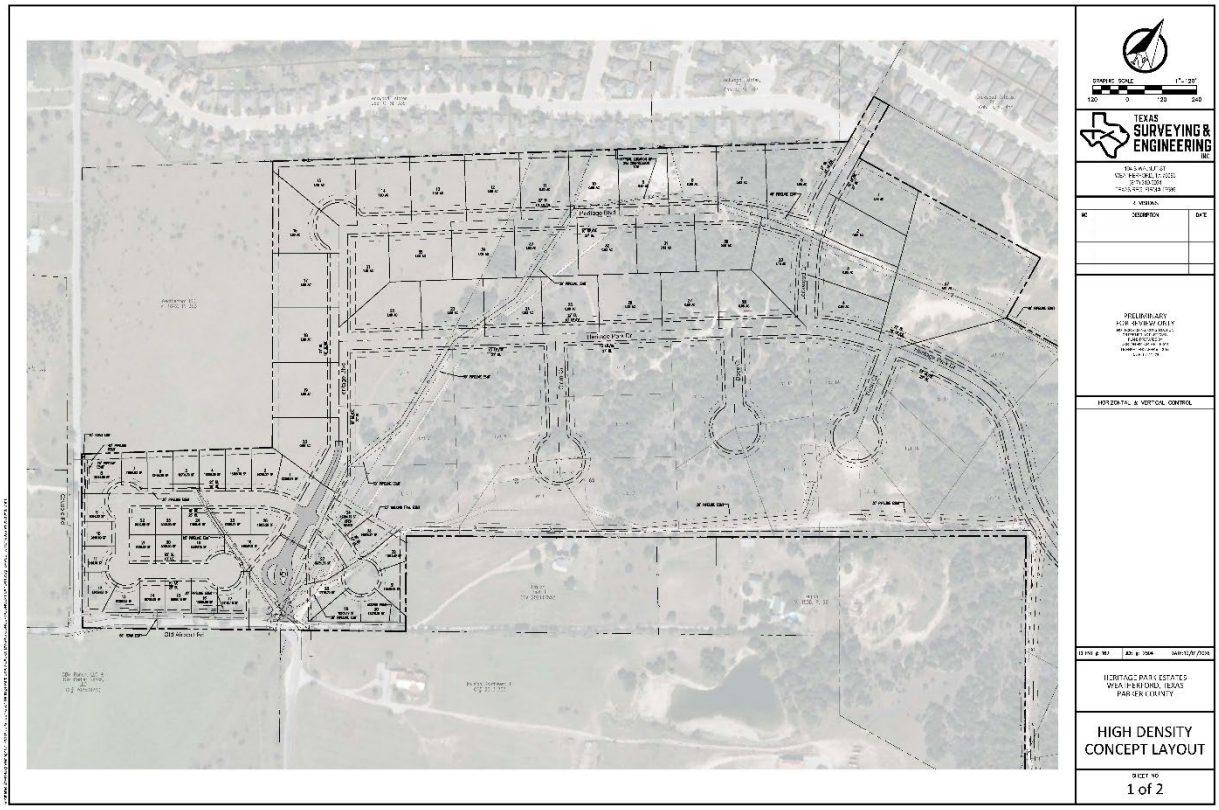


EXHIBIT E

"SF 7.5" SINGLE FAMILY 7.5 ZONING

1858 WEATHERFORD TRUE TEXAS

City of Weatherford

Title XII. Zoning Ordinance

Exhibit 'D' Base SF 7.5 Zoning Regulations

SEC. 12-3-202 "SF 7.5" SINGLE-FAMILY 7.5 RESIDENTIAL

Contents of Section:

A. Purpose.
B. Permitted Uses.
C. Special Uses.
D. Conditional Uses.
E. Design Standards.

A. **Purpose.** The Single-Family 7.5 Residential (SF 7.5) district is established for the purpose of new single-family subdivision developments of one-family detached dwellings and compatible accessory uses, certain public facilities, and specific conditional and special uses. This district is also designed to protect and preserve the existing development and character of a neighborhood. In the SF 7.5 district, no building or premises shall be used, configured, erected or altered except in conformity with the following use, area, and height regulations. This district is used in areas designated in the General Plan as Suburban Living and Cluster Residential.

B. **Permitted Uses.**

Permitted Uses		
A-B	*C-F*	*G-Z*
Accessory Residential Use Building/Structure – subordinate in height, size, and area to the primary structure	***Childcare Home*** – licensed and registered ***Church/Temple/Place of Worship/Rectory/Parsonage*** ***Community Home*** ***Customary Accessory Uses*** – located on the same lot with a principle use and which do not include activity or use unrelated to the principle use	***Government Building or Use*** ***Group Home*** – with four (4) or less residents living as one (1) housekeeping unit ***Park and/or Playground*** ***School*** – college or university ***School*** – K-12 ***Swimming Pool*** – private, use by membership

C. **Special Uses.**

Special Uses		
A-B	*C-N*	*O-Z*
Accessory Dwelling Unit – subordinate in height, size, and area to the primary structure	***Cemetery and/or Mausoleum*** ***Golf Course***	***Telephone Exchange/Switching Station***

Exhibit 'D' Base SF 7.5 Zoning Regulations (continued)

D. **Conditional Uses.**

Conditional Uses		
A-B	*C-N*	*O-Z*
Bed and Breakfast Inn/ Boarding/Rooming House	*Civic/Community Center* *Country Club*	

E. **Design Standards.**

1. *Height Regulations.*
    1. 40 feet in height for main building/house.
2. *Area and Yard Regulations.*
    a. *Front Yard.*
        1. The front yard is determined as the yard that has the front door facing the street right-of-way, whether a public or private street.
        2. In all locations where setback lines are shown on a recorded plat, the minimum setback or front yard shall be as shown on the plat, however the minimum setback shall be no less than 20 feet.
        3. No accessory structures shall be located in front yards.
    b. *Side Yard.*
        1. In all locations where setback lines are shown on a recorded plat, the minimum side yard shall be as shown on the plat, however the minimum setback shall be no less than 5 feet.
        2. There shall be a side yard on the street side of the structure of no less than 20 feet.
    c. *Rear Yard.*
        1. There shall be a rear yard with a depth of not less than 20 feet from the main building.
3. *Lot Area.*
    a. The lot area shall be no less than 7,500 square feet.
    b. The minimum lot width shall be 75 feet. Corner lots shall provide an additional 15 feet in width.
    c. The minimum lot depth shall be 100 feet.
4. *Front Entrance.*
    a. The front entrance of the home must be forward of any garage door.
5. *Garage Criteria.* A two (2) car garage is required.
    a. Front Entry Garages.
        1. Front loading garages shall have a minimum driveway depth of 36 feet.
        2. Front loading garages shall have a minimum driveway width of 20 feet.

b. Side Entry Garages.

1. Side entry garages shall have a minimum driveway depth of 24 feet.
2. Side entry garages shall have a minimum driveway width of 20 feet.
3. There shall a side yard between the outside edge of the driveway and the property line of no less than 5 feet in width.
4. There shall be a minimum driveway width of 30 feet from the outside edge of the driveway to garage entrance to allow for sufficient turning radius and safe ingress/egress (Ref. Figure C).
5. Side entry garages may be single car garages.

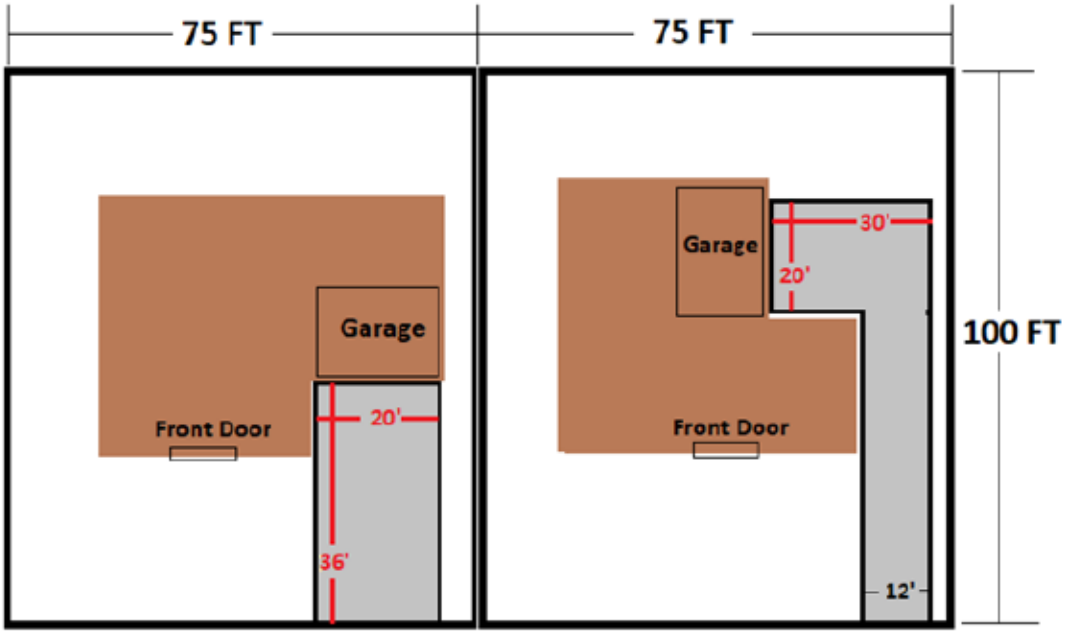


Figure C. Front Entry Garage example (left) and Side Entry Garage example (right)

c. Rear Entry Garages.

1. Rear entry garage shall have a minimum driveway depth of 24 feet.
2. Side entry garages shall have a minimum driveway width of 20 feet.
3. Rear entry garages should typically be associated with an alley entrance.

EXHIBIT F

RENDERINGS



Tudor



Mediterranean



French Country



Texas Vernacular



Colonial Revival



Craftsman



Mid-Century Modern



Transitional



Modern Farmhouse

ORDINANCE O2026-38

AN ORDINANCE AMENDING THE ZONING DISTRICT BOUNDARIES OF THE ZONING DISTRICT MAP OF THE CITY OF WEATHERFORD, TEXAS, CONCERNING CERTAIN PARCELS OR TRACTS OF LAND AT THE NORTHEAST CORNER OF CAUSBIE ROAD AND OLD AIRPORT ROAD, IDENTIFIED AS A 48 ACRE TRACT OF LAND SITUATED IN THE V.A. HOLMES SURVEY, ABSTRACT NO. 658 AND THE J. RUCKER SURVEY, ABSTRACT NO. 1144 IN THE CITY OF WEATHERFORD, PARKER COUNTY, TEXAS, WITHIN THE CORPORATE LIMITS OF THE CITY OF WEATHERFORD, TEXAS; HERETOFORE ZONED AG AGRICULTURE SHALL HENCEFORTH BE ZONED SF 7.5 SINGLE FAMILY 7.5 WITH A P PLANNED UNIT DEVELOPMENT OVERLAY; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY FOR VIOLATIONS HEREOF; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION IN THE OFFICIAL NEWSPAPER; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Weatherford, Texas, ("City") is a home rule city acting under its charter adopted by the electorate pursuant to Article XI, Section 5 of the Texas Constitution and Chapter 9 of the Local Government Code; and

WHEREAS, the City Council adopted the Zoning Ordinance of the City, codified as Chapter 12 of the Official Code of the City of Weatherford (the "City Code"), which Zoning Ordinance regulates and restricts the location and use of buildings, structures, and land for trade, industry, residence, and other purposes, and provides for the establishment of zoning districts of such number, shape and area as may be best suited to carry out these regulations; and

WHEREAS, the owner of the property described herein (the "Property") filed an application seeking a zoning change as reflected herein; and

WHEREAS, the Planning and Zoning Commission held a public hearing on October 14, 2026, and the City Council held a public hearing on October 27, 2026, with respect to the zoning change described herein; and

WHEREAS, the City has complied with all requirements of Chapter 211 of the Local Government Code and all other laws dealing with notice, publication and procedural requirements for the rezoning of the Property; and

WHEREAS, the City Council, after thorough study, has determined that the Zoning District Map of the City and the Zoning District Boundaries shown thereon should be changed and amended as described herein; and

WHEREAS, the City Council now desires to record said authorized changes in the Zoning District Map by passage of this Ordinance amending said map and directing the Department of Development Services to make appropriate changes in the one (1) copy of the original Zoning District Map on file in the office of the City Secretary and all other copies of maps purporting to be copies of the current Zoning District Map of the City, as provided for in Title XII, Chapter 2, Section 12-2-101, of the City Code.

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

SECTION 1: The Zoning District Map of the City is hereby amended by changing the zoning district boundaries as herein indicated on the hereinafter described tracts or parcels of land within the corporate limits of the City of Weatherford, Texas:

PREVIOUS ZONING DISTRICT DESIGNATION	AMENDED ZONING DISTRICT DESIGNATION
AG Agriculture	**SF 7.5 Single Family 7.5 with P Planned Unit Development Overlay**

for the approximate 48-acre tract of land more particularly described in the attached **Exhibit 'A' Property Description**, incorporated herein.

SECTION 2: The zoning change as herein established have been made in accordance with a comprehensive plan for the purpose of promoting the health, safety, morals and general welfare of the community.

SECTION 3: The Conceptual Site Plan, and the Conceptual Elevations attached hereto as Exhibits "B," and "C," respectively, and incorporated herein, are hereby approved.

SECTION 4: The use of the Property described above shall be subject to the restrictions, terms and conditions set forth in the Conceptual Site Plan, and the Conceptual Elevations attached as Exhibits "B," and "C,". The use of the Property shall be governed by the Base Zoning regulations attached hereto as Exhibit "D" as modified by the Development Standards attached hereto as Exhibits "E", respectively, and incorporated herein, and all other applicable regulations and ordinances of the City. Any further amendments to the permitted standards and regulations regarding the Property shall require public hearings and approval by the Planning and Zoning Commission and the City Council in compliance with all requirements of Texas Local Government Code Chapter 211.

SECTION 5: The Department of Development Services is hereby instructed to change the one (1) copy of the Zoning District Map on file in the office of the City Secretary and all other copies of maps purporting to be copies of the current Zoning District Map of the City of Weatherford, Texas, to show the changes set forth herein.

SECTION 6: This Ordinance shall be cumulative of all provisions of ordinances and of the City Code, as amended, except when the provisions of this Ordinance are in direct conflict with the provisions of such ordinances and such Code, in which event the conflicting provisions of such ordinances and such Code are hereby repealed.

SECTION 7: It is hereby declared to be the intention of the City Council that the sections, paragraphs, sentences, clauses, and phrases of this Ordinance are severable, and if any section, paragraph, sentence, clause, or phrase of this Ordinance 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 sections, paragraphs, sentences, clauses, and phrases of this Ordinance, since the same would have been enacted by the City Council without the incorporation in this Ordinance of any such unconstitutional section, paragraph, sentence, clause or phrase.

SECTION 8: Any person, firm or corporation who violates, disobeys, omits, neglects or refuses to comply with or who resists the enforcement of any of the provisions of this Ordinance shall be fined not more than Two Thousand Dollars ($2,000.00). Each day that a violation is permitted to exist shall constitute a separate offense.

SECTION 9: All rights and remedies of the City are expressly saved as to any and all violations of the provisions of any ordinances governing zoning that have accrued at the time of the effective date of this Ordinance; and, as to such accrued violations and all pending litigation, both civil and criminal, whether pending in court or not, under such ordinances, same shall not be affected by this Ordinance but may be prosecuted until final disposition by the courts.

SECTION 10: The City Secretary is hereby directed to publish the caption and penalty clause of this Ordinance in the official newspaper of the City as required by Section 52.011 of the Local Government Code.

SECTION 11: This Ordinance shall be in full force and effect from and after the date of its passage and publication as required by law, and it is so ordained.

PASSED AND APPROVED ON THIS 27TH DAY OF OCTOBER, 2026.

CITY OF WEATHERFORD, TEXAS

_____
Paul Paschall, Mayor

ATTEST:

_____
Andrea McDonald, City Secretary

APPROVED AS TO FORM:

_____
Rob Allibon, City Attorney

Exhibit ‘A’ Property Description

BEING a 47.990 acres tract of land; being all of Lots 49, 52 through 70 and 71X, and portions of Lots 50 & 51, Heritage Park Estates, as recorded in Plat Cabinet G, Slide 224, Plat Records, Parker County, Texas; being a portion of that certain tract conveyed to Westoplex Development Group, LLC in CF# 202525130, Real Property Records, Parker County, Texas; and being further described by metes and bounds as follows:

The following Bearings, Distances, and/or Areas derived from GNSS observations performed by Texas Surveying & Engineering, Inc. and reflect N.A.D. 1983, Texas State Plane Coordinate System, North Central Zone 4202 (Grid - US Survey Feet).

BEGINNING at a set mag nail, within Old Airport Road, same being at the southwest corner of said Lot 71X, for the southwest and beginning corner of this tract.

THENCE N 30°12'42" W, at 46.7 feet, pass a steel fence post, in the occupied north line of said Old Airport Road, in all 600.92 feet, to a found 1/2" iron rod, at the southwest corner of that certain tract conveyed to Weatherford ISD in Volume 1842, Page 393, for the westerly northwest corner of this tract.

THENCE N 58°01'52" E, 660.00 feet, to a found 1/2" iron rod, at the southeast corner of said Weatherford ISD tract, for an ell corner of this tract.

THENCE N 29°56'58" W, 988.91 feet, to a found 1/2" iron rod, at the northeast corner of said Weatherford ISD tract, same being in the south line of Lockwood Estates, as recorded in Plat Cabinet C, Slide 339, for the northerly northwest corner of this tract.

THENCE N 58°02'08" E, 1989.20 feet, to a found 1/2" iron rod, at a corner in the south line of Lockwood Estates, Phase II, as recorded in Plat Cabinet C, Slide 793, for a corner of this tract.

THENCE N 89°28'00" E, 2.45 feet, to a found 1/2" iron rod, at a corner in the south line of said Lockwood Estates, Phase II, for a corner of this tract.

THENCE N 00°23'48" W, 69.54 feet, to a point, for a corner of this tract. WHENCE a found 1/2" iron rod, at a corner in the north line of said Heritage Park Estates bears N 00°23'48" W, 110.68 feet.

THENCE EAST, 60.24 feet, to a point, in the west line of that certain tract conveyed to Lance Family Trust in CF# 202519456, for the northerly northeast corner of this tract.

THENCE S 00°31'11" E, 98.62 feet, to a set 1/2" iron rod with plastic cap stamped "TEXAS SURVEYING INC", at the westerly southwest corner of said Lance Family Trust tract, for a corner of this tract.

THENCE N 88°47'21" E, 235.20 feet, to a set 1/2" iron rod with plastic cap stamped "TEXAS SURVEYING INC", at the northeast corner of said Lot 50, for the easterly northeast corner of this tract.

THENCE over and across said Heritage Park Estates, to points in roadways, as follows:

S 15°09'32" E, 254.80 feet, to a point in Heritage Boulevard, for a corner of this tract.

S 14°44'44" E, 280.37 feet, to a point in the centerline of Heritage Park Drive, for the easterly southeast corner of this tract.

along the arc of a curve to the left, having a radius of 2000.00 feet, an arc length of 37.30 feet, and whose chord bears S 78°19'55" W, 37.30 feet, to a point in the centerline of Heritage Park Drive, for a corner of this tract.

along the arc of a curve to the left, having a radius of 800.00 feet, an arc length of 275.93 feet, and whose chord bears S 67°55'00" W, 274.57 feet, to a point in the centerline of Heritage Park Drive, for a corner of this tract.

S 58°02'08" W, 1559.36 feet, to a point at the intersection of Heritage Park Drive and Heritage Boulevard,
for a corner of this tract.

S 29°56'58" E, 344.39 feet, to a point in the centerline of Heritage Boulevard, for a corner of this tract.

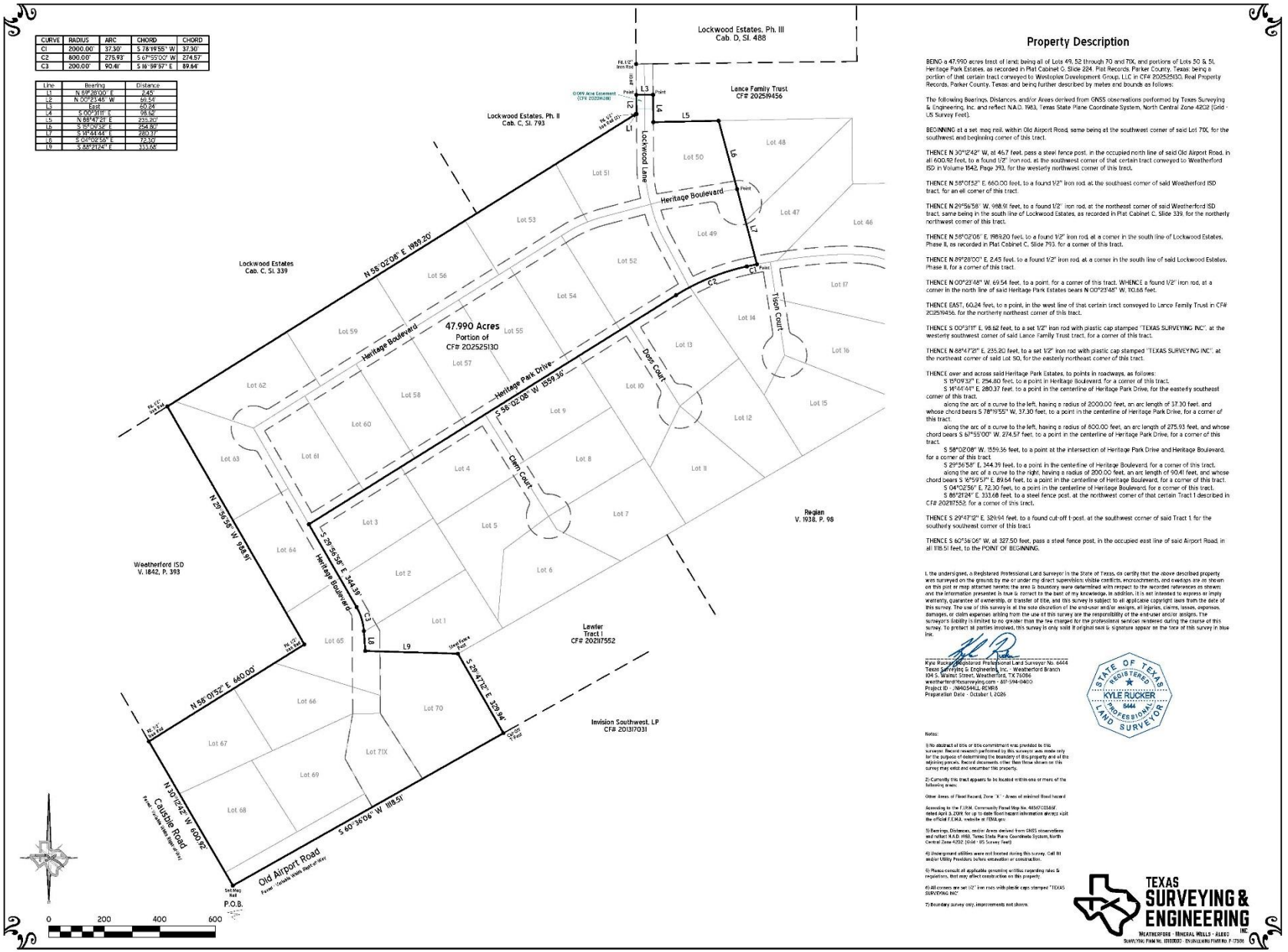
along the arc of a curve to the right, having a radius of 200.00 feet, an arc length of 90.41 feet, and whose chord bears S 16°59'57" E, 89.64 feet, to a point in the centerline of Heritage Boulevard, for a corner of this tract.

S 04°02'56" E, 72.30 feet, to a point in the centerline of Heritage Boulevard, for a corner of this tract.

S 88°21'24" E, 333.68 feet, to a steel fence post, at the northwest corner of that certain Tract 1 described in CF# 202117552, for a corner of this tract.

THENCE S 29°47'12" E, 329.94 feet, to a found cut-off t-post, at the southwest corner of said Tract 1, for the southerly southeast corner of this tract

THENCE S 60°36'06" W, at 327.50 feet, pass a steel fence post, in the occupied east line of said Airport Road, in all 1118.51 feet, to the POINT OF BEGINNING.



CURVE	RADIUS	ARC	CHORD	CHORD
C1	2000.00'	37.30'	S 78°19'55" W	37.30'
C2	800.00'	275.93'	S 67°55'00" W	274.57'
C3	200.00'	90.41'	S 16°59'57" E	89.64'

Line	Bearing	Distance
L1	N 59°28'00" E	2.45'
L2	N 00°23'48" W	69.54'
L3	East	60.24'
L4	S 00°37'11" E	98.62'
L5	N 88°47'21" E	235.20'
L6	S 15°09'32" E	254.80'
L7	S 16°44'44" E	280.37'
L8	S 04°02'56" E	72.30'
L9	S 85°21'24" E	333.68'

Property Description

BEING a 47.990 acres tract of land; being all of Lots 49, 52 through 70 and 71X, and portions of Lots 50 & 51, Heritage Park Estates, as recorded in Plat Cabinet G, Slide 224, Plat Records, Parker County, Texas; being a portion of that certain tract conveyed to Westoplex Development Group, LLC in CF# 202525130, Real Property Records, Parker County, Texas; and being further described by metes and bounds as follows:

The following Bearings, Distances, and/or Areas derived from GNSS observations performed by Texas Surveying & Engineering, Inc. and reflect N.A.D. 1983, Texas State Plane Coordinate System, North Central Zone 4202 (Grid - US Survey Feet).

BEGINNING at a set mag nail, within Old Airport Road, same being at the southwest corner of said Lot 71X, for the southwest and beginning corner of this tract.

THENCE N 30°12'42" W, at 46.7 feet, pass a steel fence post, in the occupied north line of said Old Airport Road, in all 600.92 feet, to a found 1/2" iron rod, at the southwest corner of that certain tract conveyed to Weatherford ISD in Volume 1842, Page 393, for the westerly northwest corner of this tract,

THENCE N 58°01'52" E, 660.00 feet, to a found 1/2" iron rod, at the southeast corner of said Weatherford ISD tract, for an ell corner of this tract.

THENCE N 29°56'58" W, 988.91 feet, to a found 1/2" iron rod, at the northeast corner of said Weatherford ISD tract, same being in the south line of Lockwood Estates, as recorded in Plat Cabinet C, Slide 339, for the northerly northwest corner of this tract.

THENCE N 58°02'08" E, 1859.20 feet, to a found 1/2" iron rod, at a corner in the south line of Lockwood Estates, Phase II, as recorded in Plat Cabinet C, Slide 793, for a corner of this tract.

THENCE N 89°28'00" E, 2.45 feet, to a found 1/2" iron rod, at a corner in the south line of said Lockwood Estates, Phase II, for a corner of this tract.

THENCE N 00°23'48" W, 69.54 feet, to a point, for a corner of this tract. WHENCE a found 1/2" iron rod, at a corner in the north line of said Heritage Park Estates bears N 00°23'48" W, 110.68 feet.

THENCE EAST, 60.24 feet, to a point, in the west line of that certain tract conveyed to Lance Family Trust in CF# 202519456, for the northerly northeast corner of this tract.

THENCE S 00°37'11" E, 98.62 feet, to a set 1/2" iron rod with plastic cap stamped "TEXAS SURVEYING INC", at the westerly southwest corner of said Lance Family Trust tract, for a corner of this tract.

THENCE N 88°47'21" E, 235.20 feet, to a set 1/2" iron rod with plastic cap stamped "TEXAS SURVEYING INC", at the northeast corner of said Lot 50, for the easterly northeast corner of this tract.

THENCE over and across said Heritage Park Estates, to points in roadways, as follows:
S 15°09'32" E, 254.80 feet, to a point in Heritage Boulevard, for a corner of this tract,
S 16°44'44" E, 280.37 feet, to a point in the centerline of Heritage Park Drive, for the easterly southeast corner of this tract,
along the arc of a curve to the left, having a radius of 2000.00 feet, an arc length of 37.30 feet, and whose chord bears S 78°19'55" W, 37.30 feet, to a point in the centerline of Heritage Park Drive, for a corner of this tract,
along the arc of a curve to the left, having a radius of 800.00 feet, an arc length of 275.93 feet, and whose chord bears S 67°55'00" W, 274.57 feet, to a point in the centerline of Heritage Park Drive, for a corner of this tract,
S 58°02'08" W, 1559.36 feet, to a point at the intersection of Heritage Park Drive and Heritage Boulevard, for a corner of this tract,
S 29°56'58" E, 344.39 feet, to a point in the centerline of Heritage Boulevard, for a corner of this tract,
along the arc of a curve to the right, having a radius of 200.00 feet, an arc length of 90.41 feet, and whose chord bears S 16°59'57" E, 89.64 feet, to a point in the centerline of Heritage Boulevard, for a corner of this tract,
S 04°02'56" E, 72.30 feet, to a point in the centerline of Heritage Boulevard, for a corner of this tract,
S 85°21'24" E, 333.68 feet, to a steel fence post, at the northwest corner of that certain Tract 1 described in CF# 202117552, for a corner of this tract,

THENCE S 29°47'12" E, 329.94 feet, to a found cut-off t-post, at the southwest corner of said Tract 1, for the southerly southeast corner of this tract,

THENCE S 60°36'06" W, at 327.50 feet, pass a steel fence post, in the occupied east line of said Airport Road, in all 1118.51 feet, to the POINT OF BEGINNING.

I, the undersigned, a Registered Professional Land Surveyor in the State of Texas, do certify that the above described property was surveyed on the ground by me or under my direct supervision; visible conflicts, encroachments, and overlaps are as shown on this plat or map; attached hereto; the area & boundary were determined with respect to the recorded references as shown; and the information presented is true & correct to the best of my knowledge. In addition, it is not intended to express or imply warranty, guarantee of ownership, or transfer of title, and this survey is subject to all applicable copyright laws from the date of this survey. The use of this survey is at the sole discretion of the end-user and/or assigns, all injuries, claims, losses, expenses, damages, or claim expenses arising from the use of this survey are the responsibility of the end-user and/or assigns. The surveyor's liability is limited to no greater than the fee charged for the professional services rendered during the course of this survey. To protect all parties involved, this survey is only valid if original seal & signature appear on the face of this survey in blue ink.

Kyle Rucker, Registered Professional Land Surveyor No. 6444
Texas Surveying & Engineering, Inc. - Weatherford Branch
104 S. Walnut Street, Weatherford, TX 76086
weatherford@txsurveying.com - 817-594-0400
Project ID - _NH0344LL_RCMRS
Preparation Date - October 1, 2025

STATE OF TEXAS
REGISTERED
KYLE RUCKER
6444
PROFESSIONAL
LAND SURVEYOR

Notes:

1) No abstract of title or title commitment was provided to this surveyor. Record research performed by this surveyor was made only for the purpose of determining the boundary of this property and of the adjoining parcels. Record documents other than those shown on this survey may exist and encumber this property.

2) Currently this tract appears to be located within one or more of the following areas:

Other Areas of Flood Hazard, Zone "X" - Areas of minimal flood hazard

According to the F.I.R.M. Community Panel Map No. 48367C0365F, dated April 3, 2009, for up to date flood hazard information always visit the official F.E.M.A. website at FEMA.gov.

3) Bearings, Distances, and/or Areas derived from GNSS observations and reflect N.A.D. 1983, Texas State Plane Coordinate System, North Central Zone 4202, (Grid - US Survey Feet)

4) Underground utilities were not located during this survey. Call 811 and/or Utility Providers before excavation or construction.

5) Please consult all applicable governing entities regarding rules & regulations, that may affect construction on this property.

6) All corners are set 1/2" iron rods with plastic caps stamped "TEXAS SURVEYING INC"

7) Boundary survey only, improvements not shown.

TEXAS SURVEYING & ENGINEERING INC
WEATHERFORD - MINERAL WELLS - ALEDO
SURVEYING FIRM NO. 10100300 - ENGINEERING FIRM NO. F-17596

Exhibit ‘B’ Conceptual Site Plan

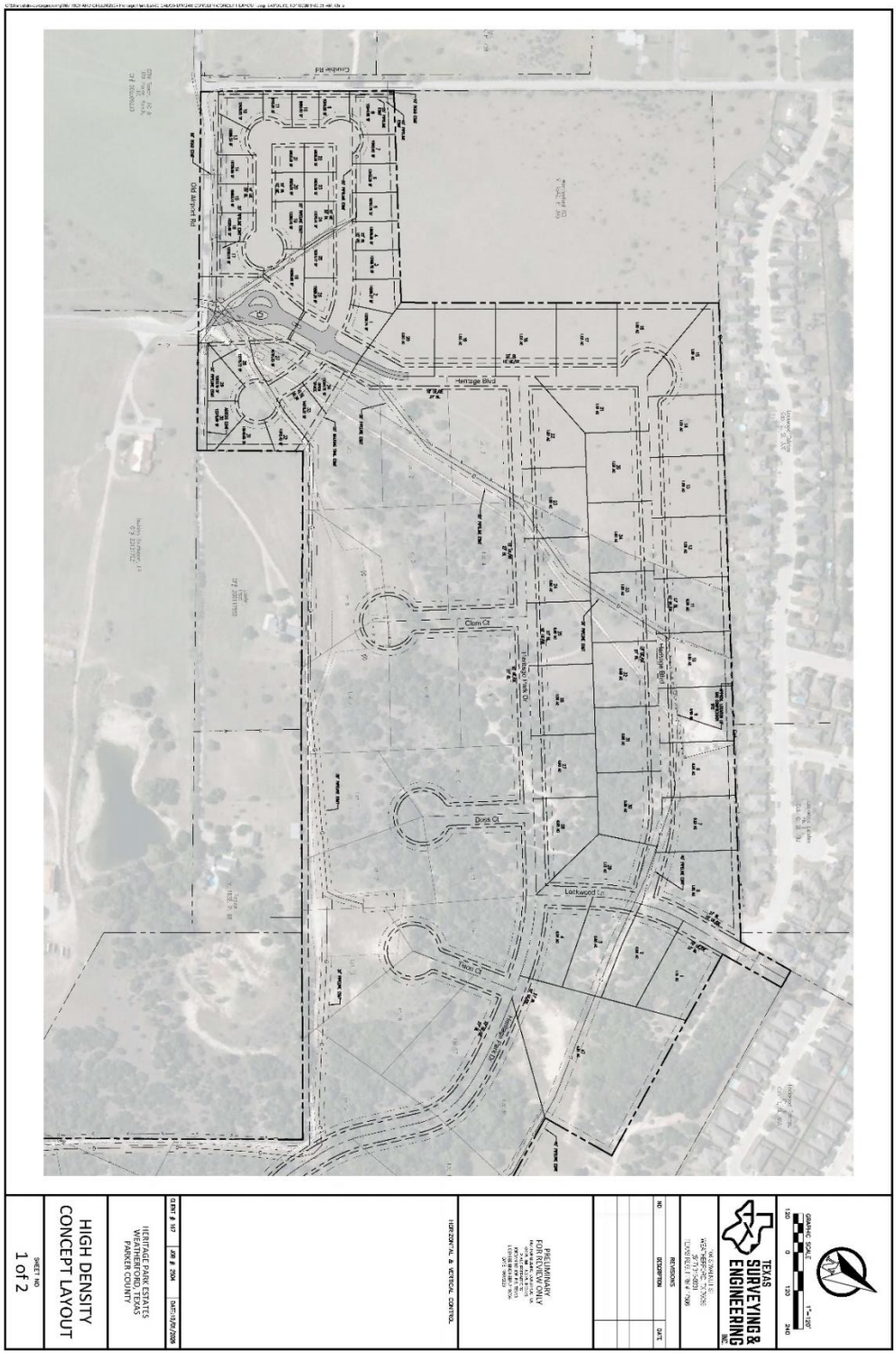


Exhibit ‘C’ Conceptual Elevations



Tudor



Mediterranean



French Country



Texas Vernacular



Colonial Revival



Craftsman



Mid Century Modern



Transitional



Modern Farmhouse

Exhibit ‘D’ Base SF 7.5 Zoning Regulations

1858 WEATHERFORD®
TRUE TEXAS

City of Weatherford

Title XII. Zoning Ordinance

SEC. 12-3-202 "SF 7.5" SINGLE-FAMILY 7.5 RESIDENTIAL

Contents of Section:

A. Purpose.
B. Permitted Uses.
C. Special Uses.
D. Conditional Uses.
E. Design Standards.

A. **Purpose.** The Single-Family 7.5 Residential (SF 7.5) district is established for the purpose of new single-family subdivision developments of one-family detached dwellings and compatible accessory uses, certain public facilities, and specific conditional and special uses. This district is also designed to protect and preserve the existing development and character of a neighborhood. In the SF 7.5 district, no building or premises shall be used, configured, erected or altered except in conformity with the following use, area, and height regulations. This district is used in areas designated in the General Plan as Suburban Living and Cluster Residential.

B. **Permitted Uses.**

Permitted Uses		
A-B	*C-F*	*G-Z*
Accessory Residential Use Building/Structure – subordinate in height, size, and area to the primary structure	***Childcare Home*** – licensed and registered ***Church/Temple/Place of Worship/Rectory/Parsonage*** ***Community Home*** ***Customary Accessory Uses*** – located on the same lot with a principle use and which do not include activity or use unrelated to the principle use	***Government Building or Use*** ***Group Home*** – with four (4) or less residents living as one (1) housekeeping unit ***Park and/or Playground*** ***School*** – college or university ***School*** – K-12 ***Swimming Pool*** – private, use by membership

C. **Special Uses.**

Special Uses		
A-B	*C-N*	*O-Z*
Accessory Dwelling Unit – subordinate in height, size, and area to the primary structure	***Cemetery and/or Mausoleum*** ***Golf Course***	***Telephone Exchange/Switching Station***

Exhibit 'D' Base SF 7.5 Zoning Regulations (continued)

D. **Conditional Uses.**

Conditional Uses		
A-B	*C-N*	*O-Z*
Bed and Breakfast Inn/ Boarding/Rooming House	*Civic/Community Center* *Country Club*	

E. **Design Standards.**

1. *Height Regulations.*
    1. 40 feet in height for main building/house.
2. *Area and Yard Regulations.*
    a. *Front Yard.*
        1. The front yard is determined as the yard that has the front door facing the street right-of-way, whether a public or private street.
        2. In all locations where setback lines are shown on a recorded plat, the minimum setback or front yard shall be as shown on the plat, however the minimum setback shall be no less than 20 feet.
        3. No accessory structures shall be located in front yards.
    b. *Side Yard.*
        1. In all locations where setback lines are shown on a recorded plat, the minimum side yard shall be as shown on the plat, however the minimum setback shall be no less than 5 feet.
        2. There shall be a side yard on the street side of the structure of no less than 20 feet.
    c. *Rear Yard.*
        1. There shall be a rear yard with a depth of not less than 20 feet from the main building.
3. *Lot Area.*
    a. The lot area shall be no less than 7,500 square feet.
    b. The minimum lot width shall be 75 feet. Corner lots shall provide an additional 15 feet in width.
    c. The minimum lot depth shall be 100 feet.
4. *Front Entrance.*
    a. The front entrance of the home must be forward of any garage door.
5. *Garage Criteria.* A two (2) car garage is required.
    a. Front Entry Garages.
        1. Front loading garages shall have a minimum driveway depth of 36 feet.
        2. Front loading garages shall have a minimum driveway width of 20 feet.

b. Side Entry Garages.

1. Side entry garages shall have a minimum driveway depth of 24 feet.
2. Side entry garages shall have a minimum driveway width of 20 feet.
3. There shall a side yard between the outside edge of the driveway and the property line of no less than 5 feet in width.
4. There shall be a minimum driveway width of 30 feet from the outside edge of the driveway to garage entrance to allow for sufficient turning radius and safe ingress/egress (Ref. Figure C).
5. Side entry garages may be single car garages.

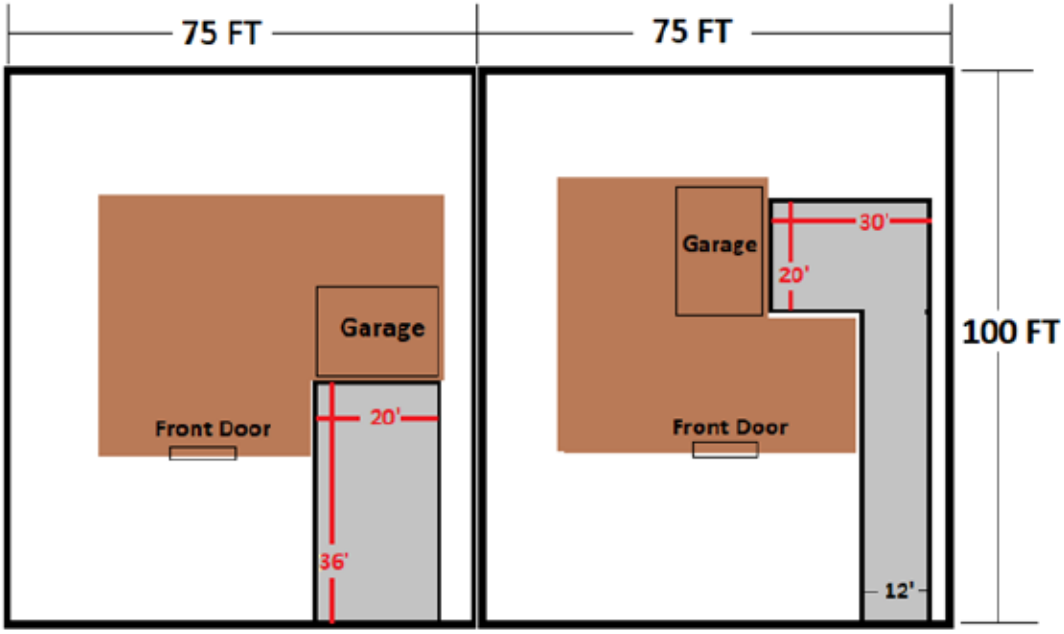


Figure C. Front Entry Garage example (left) and Side Entry Garage example (right)

c. Rear Entry Garages.

1. Rear entry garage shall have a minimum driveway depth of 24 feet.
2. Side entry garages shall have a minimum driveway width of 20 feet.
3. Rear entry garages should typically be associated with an alley entrance.

Exhibit 'E' Development Standards and Conditions

The Developer shall establish and maintain a homeowners' or property owners' association (HOA) for the Annexation Area. The Annexation Area shall include gated private streets, private drainage facilities, and a private trail system as generally depicted on the Concept Plan. The private streets, drainage facilities, and trail system shall be owned and maintained by the HOA and shall not be the maintenance responsibility of the City.

A. Residential Architecture.

Architectural styles that are considered suitable in the community are Tudor, Mediterranean, French Country, Texas Vernacular, Colonial Revival, Craftsman, Mid-Century Modern, Transitional and Modern Farmhouse, as shown in **Exhibit 'C' Conceptual Elevations.**

In addition to the applicable City of Weatherford development requirements and the Design Guidelines for the Development, the following residential architectural standards shall apply.

Each residential structure shall incorporate a minimum of five (5) of the following design features on the front facade or on a facade visible from a front or side street:

1. Garage Orientation. Primary garage doors that do not face the street.

2. Enhanced Masonry and Wood Detailing. Elevated masonry detailing, including multi-tonal patterns, stone accents, and ornamental woodwork, including gothic or gingerbread treatments.

3. Architectural Columns and Arches. Architectural pillars, posts, or masonry arches.

4. Architectural Windows. Bay or box-out windows facing the street.

5. Chimneys. Brick or stone chimney located on an exterior wall.

6. Covered Front Porches. Covered front porch containing a minimum of sixty (60) square feet, covered by the main roof, with a minimum depth of five (5) feet, or an architectural extension.

7. Roof and Architectural Features. Cupolas, turrets, dormers, or gables.

8. Roof Accent Materials. Upgraded roof accent materials, including metal, tile, or slate.

9. Recessed Entries. A recessed entry located a minimum of three (3) feet behind the main front facade.

10. Decorative Attic or Gable Features. A decorative attic or gable feature containing a minimum of two (2) square feet, including a decorative vent, window, or brick detail.

11. Roof Pitch Variation. A primary roof pitch greater than 8:12 or the incorporation of variable roof pitches.

12. Window Enhancements. Transom windows or shutters.

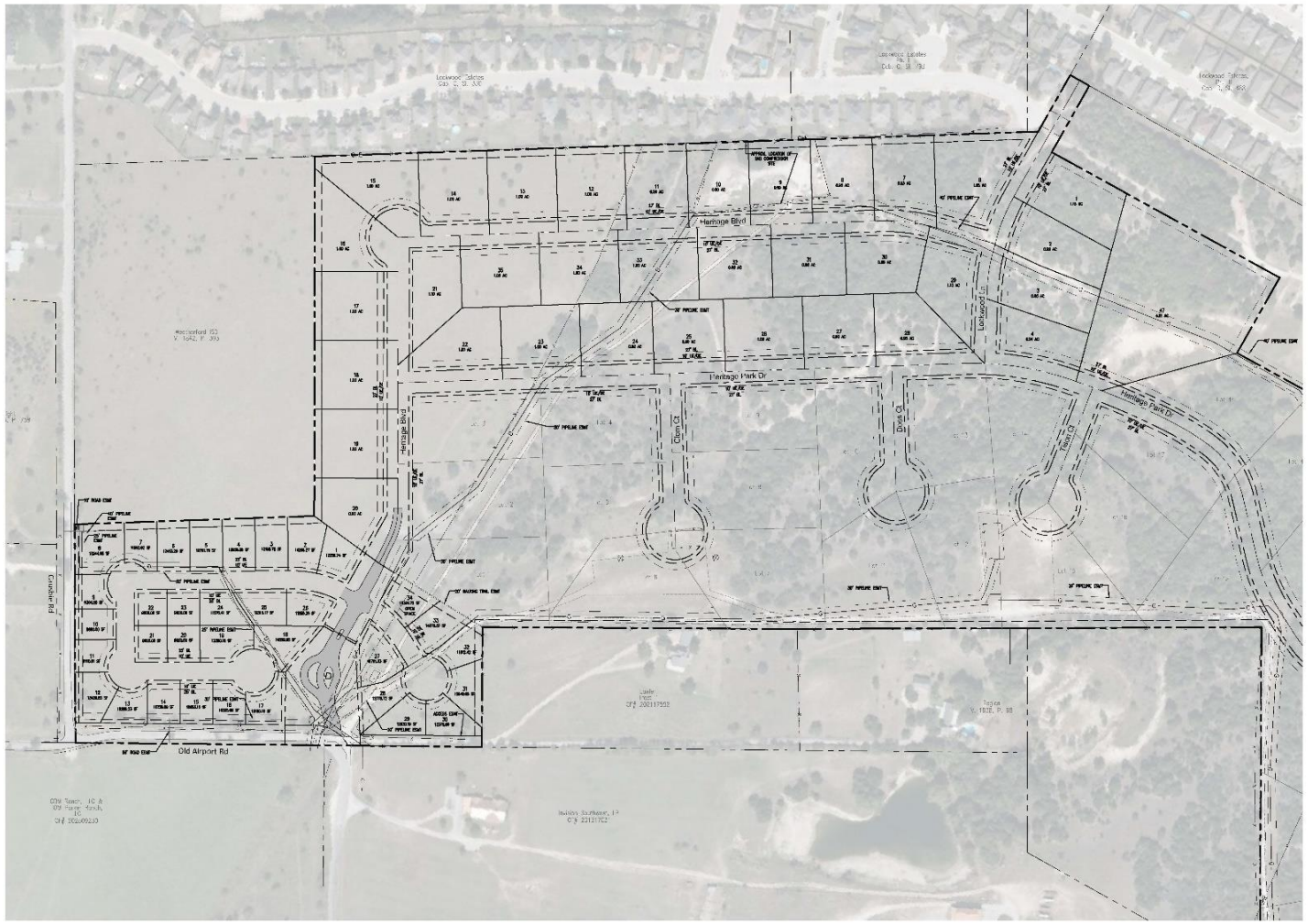
13. Carriage-Style Garage Doors. Carriage-style garage doors incorporating decorative hardware.

The required five (5) design features may consist of any combination of the features listed above, provided the features are incorporated into the front facade or are visible from a front or side street.

B. Fencing

Welded wire fencing, including welded wire panels installed with metal posts and/or framing, shall be permitted.

C. Concept Plan



GRAPHIC SCALE 1" = 120'
120 0 120 240

TEXAS SURVEYING & ENGINEERING INC

106 S TAMAULIPAS
WEATHERFORD, TX 76086
(817) 510-0031
TEXAS REG. F-3814 / 10088

REVISIONS

NO	DESCRIPTION	DATE

PRELIMINARY
FOR REVIEW ONLY

HORIZONTAL & VERTICAL CONTROL

CLIENT # 167	JOB # 2504	DATE:10/01/2026

HERITAGE PARK ESTATES
WEATHERFORD, TEXAS
PARKER COUNTY

HIGH DENSITY CONCEPT LAYOUT

SHEET NO
1 of 2