

**REGULAR MEETING OF THE
CITY OF ALVARADO CITY COUNCIL
104 W. COLLEGE
FEBRUARY 17, 2025
6:30 PM
AGENDA**

The City Council of the City of Alvarado will meet in a Regular Called Session on Monday, February 17, 2025, at 6:30 p.m. in the Council Chambers at City Hall for the following agenda items.

CALL TO ORDER

- Roll Call

INVOCATION

PLEDGE OF ALLEGIANCE

CITIZEN PARTICIPATION AND PUBLIC INPUT:

This is an opportunity for citizens to address the convened City Council of this meeting on any matter. The presiding officer may ask for the citizen to hold his or her comment on an agenda item until that agenda item is reached. Any response from a member of the convened City Council to comments related to items not on the agenda is limited to a statement of specific factual information, a recitation of existing policy, or direction to staff to place the subject on the agenda for a future meeting. Citizens may obtain a form to speak by requesting it from the City Secretary or the City Marshal prior to the start of the meeting.

COUNCIL COMMENTS:

Pursuant to LGC Section 551.0415, City Council Members may make a report about items of Community interest during a meeting of the governing body without having given notice of the report. Items of community interest may include, but not necessarily limited to any of the following:

- Expressions of thanks, congratulations, or condolence;
- Information regarding holiday schedules;
- An honorary or salutary recognition of a public official, public employee, or other citizen, except that a discussion regarding a change in the status of the person's public office of public employment is not an honorary or salutary recognition for purposes of this subdivision;
- A reminder about an upcoming event organized or sponsored by the governing body;
- Information regarding a social, ceremonial, or community event organized or sponsored by an entity other than the governing body that was attended or is scheduled to be attended by a member of the governing body or an official or employee of the municipality; and
- Announcements involving an imminent threat to the public health and safety of people in the municipality that has arisen after the posting of the agenda.

RECOGNITION:

2024 Employees of the 3rd and 4th Quarter
Government Communicators Day

CONSENT AGENDA:

1. Consideration and action to approve minutes from the 01/22/2025 Regular City Council Meeting. (Walls)
2. Consideration and action to approve minutes from the 02/03/2025 Special City Council

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Meeting. (Walls)

3. Consideration and action to approve Resolution R2025-0006 for the 2025 Atmos Cities Steering Committee payment. (Walls)
4. Consideration and action to approve an amendment to the 2024-25 Interlocal Cooperation Agreement for Dispatching Services between the City of Alvarado Police Department and Johnson County, Texas. (May)
5. Consideration and action to approve an amendment to the 2024-25 Interlocal Cooperation Agreement for Dispatching Services between the City of Alvarado Marshal and Johnson County, Texas. (May)
6. Consideration and action to authorize the City Manager to execute an Interlocal Agreement regarding shared Chambers Creek Regional Wastewater System Study. (Dwiggins)

NEW BUSINESS:

7. Consideration and action to approve Ordinance No. 2025-0005, establishing the creation of Alvarado's Downtown District. (French)
8. Consideration and action to approve Ordinance No. 2025-0006, rezoning property to Alvarado's Downtown District. (French)
9. Workshop and discussion on policies and guidelines for mobile vendors. (French)
10. Consideration and guidance on the Alvarado Downtown Square Planting Project. (Tucker)
11. Presentation, consideration and guidance on Council Chamber Seal design. (Suber)
12. Consideration and action to approve Resolution No. R2025-0007, affirming the nomination(s) for candidate(s) for the board of directors for the Central Appraisal District of Johnson County, Texas. (Walls)
13. Presentation on Public Improvement Districts (PIDs) from McCall, Parkhurst, & Horton. (DeBuff)
14. Consideration and action to approve the Second Amendment to the Municipal Materials Management Agreement with Republic Services. (Cromer)
15. Consideration and action to authorize the City of Alvarado to proceed with necessary environmental and structural remediation efforts, including the abatement of asbestos, remediation of mold, and demolition, for the Economic Development Corporation's (EDC) property located at 201 E. College Avenue; and to authorize the expenditure of the City funds for the cost of the work and for the City to accept reimbursement from the EDC for fifty percent (50%) of the cost of the work, up to a maximum amount of \$30,000. (Cromer)

EXECUTIVE SESSION:

Pursuant to the Texas Open Meetings Act, Chapter 551 of the Texas Government Code, the City Council may convene in executive session to deliberate regarding the following matters:

1. § 551.071. Consultation with Attorney. The City Council may convene in executive session to conduct a private consultation with its attorney on any legally posted agenda item, when the City Council seeks the advice of its attorney about pending or contemplated litigation, a settlement offer, or on a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with the provisions of Chapter 551, including the following items:
 - o Any item on the agenda.
 - o Eminent domain action for the acquisition of real property north of the intersection of Highway 67 and CR 209 for the construction and maintenance of public roadway and utility improvements and for other public purposes permitted by law; and
2. § 551.072. Deliberation regarding real property. The City Council may convene in Executive Session to

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discuss or deliberate the purchase, exchange, lease, or value of real property if deliberation in an open meeting would have a detrimental effect on the position of the governmental body in negotiations with a third person.

- Deliberation regarding the purchase, exchange, lease, or value of real property north of Highway 67 and CR 209 to be acquired for the construction and maintenance of public roadway and utility improvements.

3.§ 551.087. Deliberation regarding economic development negotiations. The City Council may convene in Executive Session to discuss or deliberate regarding commercial or financial information that the city has received from a business prospect that the city seeks to have locate, stay, or expand in or near the city and with which the city is conducting economic development negotiations; or to deliberate the offer of a financial or other incentive to a business prospect as described above.

- Millis Transfer Agreement
- Project Meatball
- Project S. Parkway 2024 A
- Project Horizon

RECONVENE TO REGULAR SESSION:

16. Consideration and any action necessary as a result of items legally discussed in Executive Session.
17. Consider the use of eminent domain to condemn property and consider Resolution No. R2025-0009, authorizing the filing of eminent domain proceedings for the purpose of obtaining the necessary real property north of the intersection of Highway 67 and CR 209 for construction and maintenance of public roadway and utility improvements and for other public purposes permitted by law. (DeBuff)
18. Consideration and action to revise agreements with Millis Transfer based on terms discussed in Executive Session. (Cromer)
19. Consideration and action to revise the Project S Parkway 2024 A agreement based on terms discussed in Executive Session. (Cromer)

ACCESSIBILITY STATEMENT

The Alvarado City Hall and Council Chamber are wheelchair accessible. The exit and parking ramps are located in the front of the building. Persons with disabilities who plan to attend this meeting and who may need auxiliary aids or services such as interpreters for persons who are deaf or hearing impaired, readers, or large print, are requested to contact the City Secretary's Office at 817-790-3351, FAX: 817-783-7925, e-mail: wallsb@cityofalvarado.org Please call at least two (2) working days prior to the meeting so that appropriate arrangements can be made.

NON-DISCRIMINATION STATEMENT

The City of Alvarado does not discriminate on the basis of race, color, national origin, sex, religion, or disability in the employment or the provision of services.

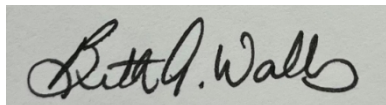
I, the undersigned authority, do hereby certify that the above Agenda was posted on the bulletin board in the City Hall of the City of Alvarado, Texas, a place convenient and readily accessible to the general public at all times, and said Agenda was posted on February 14, 2025, at 6:30 p.m. and remained so posted continuously for at least

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72 hours preceding the scheduled time of said meeting.

A handwritten signature in black ink, reading "Beth A. Walls", is displayed within a light gray rectangular box.

Beth A Walls, TRMC, IPMA-SCP, CPM
City SecretaryHRD

CITY OF ALVARADO
County of Johnson
State of Texas
01/22/2025
City Council Minutes

The City Council of the City of Alvarado met in Regular Called Session on Wednesday, January 22, 2025, at 6:30 p.m. The following were present for roll call:

Name	Title	Present	Absent	Excused
Jacob Wheat	Mayor	X		
Carrie Keeton	Council Ward 1	X		
Beverly Short	Council Ward 1	X		
Lydia Moon	Mayor Pro-Tem Ward 2	X		
Cherry Bryant	Council Ward 2	X		
Scott Arthur	Council Ward 3	X		
Kevin Thomas	Council Ward 3	X		

Others Present:

Paul DeBuff	City Manager
Beth A Walls	City Secretary
Laura Cox	Chief Financial Officer
Ashley Dierker	City Attorney
Donielle Suber	Director of Administrative Services
Justin French	Community Development Director
Hillary Cromer	Economic Development Director
John Rodgers	Fire Chief
Brad Hargrove	Assistant Fire Chief
Teddy May	Police Chief
Mike Dwigins	Public Works Director
Gus Chavarria	City Engineer

Mayor Jacob Wheat called the meeting to order at 6:36 p.m. and Council Member Kevin Thomas gave the invocation.

PLEDGE OF ALLEGIANCE

PUBLIC COMMENTS:

Jameye Jones- Upcoming events.

COUNCIL COMMENTS:

None.

INTRODUCTION TO NEW EMPLOYEES:

Brayden Mercer- PTO Police Officer

Jason Spears- Police Officer

Gus Chavarria – City Engineer

Anthony Tucker- Park Superintendent

CONSENT AGENDA:

- 1. Consideration and action to approve minutes from the 12/16/2024 Regular City Council Meeting.**
- 2. Consideration and action to approve Resolution No. R2025-0002, authorizing continued participation with the Oncor Cities Steering Committee and authorizing payment.**
- 3. Consideration and action to approve designation of Chief Teddy May to perform the duties of the City Manager in the event of the absence or disability of the City Manager per Section 5.06 of the City Charter.**

Motion was made by Lydia Moon and seconded by Carrie Keeton to approve the consent agenda as amended.

This motion supported 6 votes in approval and 0 votes opposed. Motion carried.

ITEMS PULLED FROM CONSENT:

- 4. Consideration and action to approve Resolution No. R2025-0001, calling the May 2025 General Election and approving the Election Agreement between the City of Alvarado, Texas, and Johnson County, Texas.**

In odd-numbered years, the Johnson County Elections Administration Office oversees the City of Alvarado's election. The contract with the County outlines potential costs, but the amount paid after the election is typically lower.

In 2023, the estimated cost was \$22,228, but the final cost was \$9,440 due to the Charter Election, which involved both ward and at-large elections, leading to higher ballot printing costs. In 2024, the cost was just over \$10,000 for an election with one ward and a Street Maintenance Sales Tax. For the 2025 election, only two wards are up for election, and the cost is expected to be much lower than the \$10,000 approved in the 2024-25 budget.

Motion was made by Beverly Short and seconded by Cherry Bryant to approve Resolution R2025-0001, calling the May 2025 General Election and approving the Election Agreement between the City of Alvarado, Texas, and Johnson County, Texas.

This motion supported 4 votes in approval and 2 votes in opposition. Motion carried.

5. Consideration and action to approve Resolution No. R2025-0003, authorizing the City Manager to act on behalf of the City of Alvarado and approving the City's participation in the Recreational Trails Grant Program.

The TPWD grant offers up to \$300,000 with a 20% match requirement for constructing new recreational trails, improving existing trails, developing trailheads or trailside facilities, and acquiring trail corridors. Applications are due by February 3, 2025, with award announcements in May 2025. If the City of Alvarado is awarded the grant, funds will be used primarily for designing and constructing a trail system in Pecan Orchard. Council approval is required to apply for the grant. The financial impact depends on the awarded amount, with the City needing to match 20% of the grant (up to \$60,000 if the full \$300,000 is awarded).

Motion was made by Lydia Moon and seconded by Beverly Short to approve Resolution 2025-0003, authorizing the City Manager to act on behalf of the City of Alvarado and approving the City's participation in the Recreational Trails Grant Program.

This motion supported 6 votes in approval and 0 votes opposed. Motion carried.

REGULAR BUSINESS:

6. Consideration and action to approve Ordinance No. 2025-0001, authorizing restrictive prior service credit for employees who are members of the Texas Municipal Retirement System.

Mr. Anthony Mills, Director of Education Services for the Texas Municipal Retirement System, presented information to the City Council about Restricted Prior Service Credit (RPSC) and its impact on employees and the city. RPSC helps employees reach vesting and retirement eligibility sooner by counting their service time without providing any monetary credit (no buyback). To be eligible for RPSC, the City of Alvarado must adopt an ordinance, which it currently has not done.

Employees can qualify for RPSC if they have previous full-time employment with certain entities, including federal or state agencies, public authorities, law enforcement, and certain statewide retirement systems.

Motion was made by Lydia Moon and seconded by Scott Arthur to approve Ordinance No. 2025-0001, authorizing restrictive prior service credit for employees who are members of the Texas Municipal Retirement System.

This motion supported 6 votes in approval and 0 votes opposed. Motion carried.

7. Consideration and action to award the bid for Davis Avenue wastewater gravity line construction and authorize the City Manager to negotiate and execute a contract.

No action taken.

8. Consideration and action to authorize the City Manager to enter into a License Agreement with BNSF Railway Company for the installation, maintenance, and use of a 24-inch sanitary sewer pipeline.

No action taken.

9. Consideration Workshop and discussion on the Downtown Alvarado TIRZ #3.

Joanne Sloan from MuniCap, Inc. provided Council an explanation of the purpose of a TIRZ and what area of City the proposed TIRZ #3 would include.

No action required.

10. Public Hearing, consideration, and action to approve Ordinance No. 2025-0003, establishing the Downtown Alvarado TIRZ #3, including its boundaries, termination date, and other terms as presented.

MAYOR WHEAT OPENED THE PUBLIC HEARING AT 7:26 P.M. AND CLOSED THE PUBLIC HEARING AT 7:42 P.M.

- Barron Blakney, responding to comments made by Council during the TIRZ workshop, expressed his concern that if Council did not approve the TIRZ there would be no way to hold the City accountable to be putting tax dollars aside for downtown revitalization and infrastructure. He feels in talking to citizens that there is a desire to see something happening and so he favors the TIRZ being created.
- Jameye Jones also felt that by having a TIRZ, it provides accountability.
- Council Member Kevin Thomas stated that he has lived in Alvarado his whole life and that one of his goals in serving the community is to improve the downtown.

Motion was made by Cherry Bryant and seconded by Kevin Thomas to approve Ordinance No. 2025-0003, establishing the Downtown Alvarado TIRZ #3

This motion supported 5 votes in approval, 2 members (Wheat and Keeton) abstaining and 0 votes opposed. Motion carried.

11. Workshop and discussion on Alvarado's temporary downtown overlay.

regarding recommendations from the Alvarado Planning and Zoning Commission on a proposed temporary downtown overlay during their January 16, 2025 workshop. The recommendations include waiving Special Use Permit (SUP) fees in the downtown area and prohibiting the use of shipping containers in the downtown, with an exception. The exception allows stores that receive delivery containers for inventory to use shipping containers for up to 3 days per month within a 30-day period.

No Action Taken.

12. Workshop and discussion on amending Chapter 8, “Buildings and Building Regulations,” of the Alvarado Code.

City Council goals for fiscal years 2024 and 2025 include downtown revitalization and increased code enforcement. A consultant has recommended a vacant buildings ordinance and a modified version of this ordinance for comparison that omits an annual registration fee and proof of insurance. Council directed staff to present the ordinance with the modification.

No Action Required

13. Consideration and action to approve Ordinance No. 2025-0004, amending Chapter 8, “Buildings and Building Regulations,” of the Alvarado Code by adopting a new Article VI, “Vacant Buildings,” defining terms; providing requirements, procedures, and fees for the registration and inspection of vacant buildings in the City of Alvarado, Texas.

Motion was made by Lydia Moon and seconded by Kevin Thomas to approve the modified version of Ordinance No. 2025-0004, amending Chapter 8, “Buildings and Building Regulations,” of the Alvarado Code by adopting a new Article VI, “Vacant Buildings.”

This motion supported 6 votes in approval and 0 votes opposed. Motion carried.

14. Consideration and action to approve Ordinance No. 2025-0002, amending the City's Master Fee Schedule.

On December 16, 2024, the City Council tabled action on proposed fee schedule changes to allow more time for reviewing specific fees. On June 17, 2024, the Council approved site development user fees prepared by Willdan Financial Services to address immediate needs, with the understanding that Willdan would return to update all other fees using the same methodology. Many of the City's fees, as analyzed in Willdan's study, have not been updated in a long time and need revision, except for building permit fees, which staff proposes to base on market rates rather than cost recovery alone. Building permit fees are not mandated by the State of Texas to only recover costs and can generate additional revenue for the City's general fund. The Council also requested amendments to the fee schedule, including removing fees for pet registration and voluntary animal surrender and clarifying that fees for temporary signs only apply if the sign is off-premise.

Motion was made by Lydia Moon and seconded by Carrie Keeton to approve Ordinance No. 2025-0002 as amended.

This motion supported 5 votes in approval and 1 vote opposed. Motion carried.

MAYOR WHEAT DECLARED COUNCIL TO BE IN EXECUTIVE SESSION AT 9:03 P.M. AND RECONVENED TO REGULAR SESSION AT 9:09 P.M.

15. Discussion, consideration, and action to approve an Interlocal Agreement between the City of Alvarado, Texas, and Valor Homes, and to authorize the City Manager to negotiate and execute the agreement based on terms discussed in Executive Session.

Motion was made by Lydia Moon and seconded by Beverly Short to approve an Interlocal Agreement between the City of Alvarado, Texas, and Valor Homes, and to authorize the City Manager to negotiate as discussed in executive session.

This motion supported 6 votes in approval and 0 votes opposed. Motion carried.

There being no further business, Mayor Wheat adjourned the meeting at 9:10 P.M.

Passed and approved this the 17th day of February, 2025.

Jacob Wheat, Mayor

Respectfully Submitted,

Beth A. Walls, City Secretary/HRD

CITY OF ALVARADO
County of Johnson
State of Texas
02/03/2025
City Council Minutes

The City Council of the City of Alvarado met in Special Called Session on Monday, February 3, 2025, at 6:30 p.m. The following were present for roll call:

Name	Title	Present	Absent	Excused
Jacob Wheat	Mayor	X		
Carrie Keeton	Council Ward 1	X		
Beverly Short	Council Ward 1			X
Lydia Moon	Mayor Pro-Tem Ward 2	X		
Cherry Bryant	Council Ward 2	X		
Scott Arthur	Council Ward 3	X		
Kevin Thomas	Council Ward 3	X		

Others Present:

Paul DeBuff	City Manager
Beth A Walls	City Secretary
Jessica Hill	Deputy City Secretary
Laura Cox	Chief Financial Officer
Jennifer Drysdale	City Attorney
Donielle Suber	Director of Administrative Services
Gus Chavarria	Engineer
Justin French	Community Development Director
Hillary Cromer	Economic Development Director
John Rodgers	Fire Chief
Teddy May	Police Chief
Mike Dwiggins	Public Works Director
Dennis Stewart	Public Works Supervisor

Mayor Jacob Wheat called the meeting to order at 6:32 p.m., and Jacob Wheat gave the invocation.

PLEDGE OF ALLEGIANCE

PUBLIC COMMENTS:

None.

COUNCIL COMMENTS:

Lydia Moon: Expressed gratitude to the community for raising \$5,000.00 to support a citizen of Alvarado in need.

CONSENT AGENDA:

1. Consideration and action to approve Resolution No. R2025-0004 regarding accepting a grant for body armor.

The Rifle-Resistant Body Armor Grant Program aims to provide body armor for all full-time sworn officers of the Alvarado Police Department. The grant is for \$61,052.40 and is fully funded. Staff recommends approval of the grant.

Motion was made by Cherry Bryant and seconded by Lydia Moon to approve the consent agenda.

This motion supported 5 votes in approval and 0 votes opposed. Motion carried.

REGULAR BUSINESS:

2. Consideration and action to approve Resolution No. R2025-0005, consenting to the assignment of the Agave Trail Development Agreement to Brightland Homes, Ltd.

Agave trail Development, LLC is requesting to invoke section 9.1 of the Development Agreement. Although the agreement was originally planned for a sale to DR Horton, Agave is electing to change the buyer to Brightland Homes, Ltd. Staff recommends approval of the assignment. No financial impact on the City is expected.

Motion was made by Lydia Moon and seconded by Carrie Keeton to approve Resolution No. R2025-00005.

This motion supported 5 votes in approval and 0 votes opposed. Motion carried.

3. Consideration and action to award the bid for Davis Avenue wastewater gravity line construction and authorize the City Manager to negotiate and execute a contract.

After re-bidding the Davis Street sanitary sewer line project, staff and the city engineer evaluated all seven bidders based on price and experience. They recommend awarding the contract to Day Services. The project cost is \$3,458,878.00, which the developers will cover. Staff recommends approving the bid and allowing the City Manager to negotiate and execute the contract.

Motion was made by Lydia Moon and seconded by Kevin Thomas to award the bid for Davis Ave. wastewater gravity line construction to Day Services, LLC. in the amount of \$3,458,878.00, and to authorize the City Manager to negotiate and execute the contract.

This motion supported 5 votes in approval and 0 votes opposed. Motion carried.

MAYOR WHEAT DECLARED COUNCIL TO BE IN EXECUTIVE SESSION AT 6:43 P.M. AND RECONVENED TO REGULAR SESSION AT 6:55 P.M.

4. Consideration and action to authorize the City Manager to negotiate and enter into an agreement with BNSF Railway Company based on terms discussed in Executive Session.

Motion was made by Lydia Moon and seconded by Carrie Keeton to authorize the City Manager to negotiate and enter into an agreement with BNSF Railway Company based on terms discussed in Executive Session.

This motion supported 5 votes in approval and 0 votes opposed. Motion carried.

There being no further business, Mayor Wheat adjourned the meeting at 6:56 P.M.

Passed and approved this on the 17th day of February 2025.

Jacob Wheat, Mayor

Respectfully Submitted,

Beth A. Walls, City Secretary/HRD

MEMORANDUM

TO: Atmos Cities Steering Committee
FROM: Meg Jakubik, Chair, Atmos Cities Steering Committee
DATE: January 13, 2025
RE: **Action Needed - 2025 Atmos Cities Steering Committee Membership Assessment Invoice**

On December 12, 2025, the Atmos Cities Steering Committee (“ACSC”) held a quarterly meeting with representatives from Atmos Energy. During the meeting, the group held a discussion of upcoming natural gas issues and approved the assessment for ACSC membership. Using the population-based assessment protocol previously adopted by ACSC, the assessment for 2025 is a per capita fee of \$0.05. This is the same amount as was adopted for 2019-2024.

ACSC protects the authority of municipalities over the monopoly natural gas provider and defends the interests of the residential and small commercial customers within the cities. Cities are the only consumer advocates that work to keep natural gas rates reasonable. The work undertaken by ACSC has saved ratepayers millions of dollars in unreasonable charges. In order to continue to be an effective voice at the Railroad Commission, at the Legislature, and in the courts, ACSC must have your support. Please take action to pay the membership assessment as soon as possible. Payment of the membership assessment fee shall be deemed to be in agreement with the terms of the ACSC participation agreement.

Although ACSC does not require that your city take action by resolution to approve the assessment, some members have requested a model resolution authorizing payment of the 2025 membership assessment. To assist you in the assessment process, we have provided the following documents for your use:

- ACSC 2024 Year in Review
- Model resolution approving the 2025 assessment (optional, provided for those cities that have requested a resolution to authorize payment)
- Model staff report supporting the resolution
- List of Atmos Cities Steering Committee members
- 2025 Assessment invoice
- 2024 Assessment invoice and statement (only included if not yet paid)
- Blank member contact form to update the distribution lists

Please forward the membership assessment fee and, if applicable, the signed resolution to City of Arlington, Brandi Stigler, PO Box 90231, Arlington, Texas 76004. Checks should be made payable to: *“City of Arlington, c/o Atmos Cities Steering Committee.”*

If you have any questions, please contact ACSC Chairperson, Meg Jakubik ((972) 874-6082). ACSC’s counsel, Thomas Brocato (tbrocato@lglawfirm.com) at 512/322-5857 is also available to assist you.

Atmos Cities Steering Committee
 C/O City of Arlington
 Attn: Brandi Stigler
 PO Box 90231
 Arlington, TX 76004

Invoice

Date	Invoice #
1/27/2025	25-07

Bill To
City of Alvarado

Item	Population	Per Capita	Amount
2025 Membership Assessment	6,225	0.05	311.25
Please make check payable to: Atmos Cities Steering Committee and mail to Atmos Cities Steering Committee,C/O City of Arlington, Attn: Brandi Stigler, PO Box 90231, Arlington, Texas 76004		Total	\$311.25

RESOLUTION NO. R2025-0006

**A RESOLUTION AUTHORIZING MEMBERSHIP IN THE
ATMOS CITIES STEERING COMMITTEE; AND
AUTHORIZING THE PAYMENT OF FIVE CENTS PER
CAPITA TO THE ATMOS CITIES STEERING
COMMITTEE TO FUND REGULATORY AND RELATED
ACTIVITIES RELATED TO ATMOS ENERGY
CORPORATION**

WHEREAS, the City of Alvarado, Texas is a regulatory authority under the Gas Utility Regulatory Act (GURA) and has exclusive original jurisdiction over the rates and services of Atmos Energy Corporation, Mid-Tex Division (Atmos) within the municipal boundaries of the city; and

WHEREAS, the Atmos Cities Steering Committee (ACSC) has historically intervened in Atmos rate proceedings and gas utility related rulemakings to protect the interests of municipalities and gas customers residing within municipal boundaries; and

WHEREAS, ACSC is participating in Railroad Commission dockets and projects, as well as court proceedings and legislative activities, affecting gas utility rates; and

WHEREAS, the City would like to become a member of ACSC; and

WHEREAS, in order for ACSC to continue its participation in these activities which affects the provision of gas utility service and the rates to be charged, it must assess its members for such costs; NOW THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ALVARADO, TEXAS:

I.

That the City is authorized to become a member in the Atmos Cities Steering Committee to protect the interests of the City of Alvarado, Texas and protect the interests of the customers of Atmos Energy Corporation, Mid-Tex Division residing and conducting business within the City limits.

II.

The City is further authorized to pay its 2025 assessment to the ACSC in the amount of five cents (\$0.05) per capita.

III.

A copy of this Resolution and approved assessment fee payable to “City of Arlington, c/o *Atmos Cities Steering Committee*,” shall be sent to:

City of Arlington
Brandi Stigler
PO Box 90231
Arlington, Texas 76004

PRESENTED AND PASSED on this the 17th day of February 2025, by a vote of _____ ayes and _____ nays at a regular meeting of the City Council of the City of Alvarado, Texas.

CITY OF ALVARADO:

By: _____
Jacob Wheat, Mayor

ATTEST:

Beth A. Walls, City Secretary/HRD

APPROVED AS TO FORM:

City Attorney



City Council Meeting Management Report

Meeting Date: 17 February 2025

Contact: Teddy May, Chief of Police

Phone: 972-921-4412

AGENDA ITEM:

Consent to amend Dispatch Services Agreement with Johnson County Sheriff's Department for the Alvarado Police Department and Alvarado Marshall's Office.

BACKGROUND & FINDINGS:

The original agreement was signed in September 2024 for the FY 25/26 budget year. The County made a mistake in the calculation of charges. The mistake was updated and reflected in the approved budget, but the amended agreement was not signed by council.

The original agreement approved in September 2024 was \$104,052.61 for the PD. It was increased and amended to \$107,780.30.

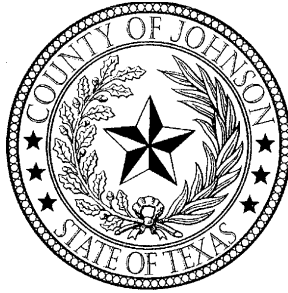
The original agreement approved in September 2024 was \$66.63 for the Marshall's Service. It was decreased and amended to \$54.63.

RECOMMENDATION:

Recommend approval

MANAGEMENT REVIEW:

Teddy May, Chief of Police



STATE OF TEXAS §
 §
COUNTY OF JOHNSON §

**INTERLOCAL COOPERATION AGREEMENT
FOR DISPATCHING SERVICES FOR BUDGET YEAR 2024-2025**

This Interlocal Cooperation Agreement For Dispatching Services (hereinafter "Agreement") is made by and entered into between Johnson County, Texas (hereinafter "County") a duly organized political subdivision of the State of Texas engaged in the administration of County Government and related services for the benefit of the citizens of the County, and Alvarado Police Department, (hereinafter "Entity") being either a municipal corporation or an independent school district, operating pursuant to the laws of the State of Texas and located in Johnson County, Texas.

WHEREAS, County and Entity desire to improve the efficiency and effectiveness of local governments by authorizing the intergovernmental contracting authority at the local level for all or part of the functions and services of police protection and dispatching services; and

WHEREAS, the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, authorizes political subdivisions within the State of Texas to contract with one another for the provision of various governmental functions and the delivery of various governmental services; and

WHEREAS, County and Entity mutually desire to enter into an agreement for County to the dispatch calls for the Entity's Police Department or Marshal's Office.

NOW THEREFORE, for the mutual consideration herein stated, County and Entity agree as follows:

ARTICLE I – SCOPE OF SERVICES

A. Definitions:

1. *Radio*- Any device capable of two-way communication by use of radio waves.
2. *Teletype* – Any electro-mechanical device using telephone lines connected to Area State and National Crime Information Facilities and other Law Enforcement Agencies capable of two-way communication through exchange of written messages.

3. *Radio Log* – Record of Radio Communication between base station and mobile units as required by federal Communications Commission.
 4. *Radio License* – A license or permit issued by the Federal Communications commission for the operation of a two-way radio capable of both receiving and transmitting.
 5. *Wrecker Call List* – A master list in alphabetical order of all wrecker companies which are authorized to be included on such list under the ordinances of JOHNSON COUNTY or JOHNSON COUNTY SHERIFF’S OFFICE.
- B. Services to be performed by JOHNSON COUNTY SHERIFF’S OFFICE:
1. JOHNSON COUNTY SHERIFF’S OFFICE will provide Police/EMS Dispatching Services to include answering of telephone complaints received over Entity’s Police Department/EMS Department Number.
 2. JOHNSON COUNTY SHERIFF’S OFFICE will record all complaints on Telephone Complaints Record and maintain same in normal system commingled with JOHNSON COUNTY SHERIFF’S OFFICE Telephone complaints.
 3. JOHNSON COUNTY SHERIFF’S OFFICE will upon receipt of a telephone complaint notify, according to the information and belief of the JOHNSON COUNTY SHERIFF’S OFFICE, the proper Police Department Unit of Entity of complaint citing such information as may be required, if known, using one of the radio talk groups specified below in Article 1 C 2.
 4. JOHNSON COUNTY SHERIFF’S OFFICE will receive and record radio transmissions from Entity’s Police Department units using one of such talk groups as may be required in the conduct of normal operation, i.e.: logging units in and out of service, transmitting complaints and other messages relative to law enforcement activities, but not necessarily other Police Department business or personal calls.
 5. JOHNSON COUNTY SHERIFF’S OFFICE will provide and make available its teletype service to the Entity’s Police Department units as may be required; provided however, JOHNSON COUNTY SHERIFF’S OFFICE will use the Entity’s Police Department Number CDC or TX numbers on all messages for Entity’s Police Department.
 6. JOHNSON COUNTY SHERIFF’S OFFICE will maintain wrecker call lists and shall dispatch wreckers thereon at the request of Entity’s Police Department units. The Entity’s Police Departments shall not be responsible or have any liability for the designation of wrecker units dispatched to the scene of any accident nor be held liable for the response or lack thereof of any ambulance and/or wrecker dispatched to such scene.
 7. JOHNSON COUNTY SHERIFF’S OFFICE will make available to the Entity’s Police Department all records pertaining to dispatching and communications during reasonable hours and at reasonable times. Records shall be maintained at the JOHNSON COUNTY SHERIFF’S OFFICE and copies made for Entity if necessary.

C. Scope of Service:

1. Each Entity may “forward” its main police department telephone number to the Johnson County Sheriff’s Office Dispatch center after 5:00 p.m. on weekdays and terminate the “forward” before 8:00 a.m. on the following work day. The Entity’s main police department telephone number may also be “forwarded” on weekends and holidays that are officially recognized by the Entity. The telephone number “forwarded” must be one used by the Entity’s police department and should not be a telephone number used by the Entity for other business or functions. “Forwarding” of a telephone number will be allowed under certain emergency situations without regard to the day or time, such as a major weather event or other major incidents requiring all of Entity’s police department personnel to respond. The request for the emergency “forward” must be made to the Sheriff or a Chief Deputy. Lunch breaks, training, and/or limited manpower do not constitute an emergency.
2. Radio Licenses have been issued by the FCC for all mobile and base transmitters and receivers owned and utilized by the Entity’s Police Department and such licenses will be maintained in good standing. The Entity’s Police Department is authorized to use the 700 megahertz talk groups for its Police Department.
3. The Entity or its Police Department shall be responsible for any and all license, annual maintenance fees and required updates needed to support their compatibility with JOHNSON COUNTY SHERIFF’S OFFICE radio system.

ARTICLE II – PAYMENTS

- A. Amount of Payment by Entity. Entity shall pay to County the dispatch fees for dispatch services as set forth on Exhibit “A,” which is attached hereto and made a part of this Agreement as though set forth verbatim herein. Invoicing by County will be sent to Entity at the beginning of County’s fiscal year which is October 1 and Entity agrees to pay the invoice amount within thirty (30) days of receipt of said invoice. The Parties understand and agree that prior to October 1 of each year, the County will re-calculate the amount of the dispatch fees to be paid by Entity for the next budget year and the proposed dispatch fees will be attached as an exhibit to the Agreement for the next budget year.
- B. Place of Payment. Entity shall make payment to County and payment shall be in the name of Johnson County, Texas, and shall be remitted to:
Kathy Blackwell (or her successor)
Johnson County Treasurer
Johnson County Courthouse
2 North Main Street
Cleburne, TX 76033

Amounts which are not timely paid in accordance with the above procedure shall bear interest at the lesser of the annual percentage rate of ten percent (10%) or the maximum legal rate applicable thereto which shall be a contractual obligation of the Entity under this Agreement.

ARTICLE III – COMPLAINTS AND/OR LEVEL OF SERVICE; AMENDMENTS

- A. Any complaints regarding the level of service provided by JOHNSON COUNTY SHERIFF’S OFFICE to the Entity or its Police Department shall be directed to the Sheriff and any complaint regarding Entity or its Police Department shall be referred to its Chief who, in either case, shall take appropriate action as necessary. However, in the event a conflict or complaint arises that the Chief or the Sheriff are not able to resolve, then the complaints and/or questions of service or other matters shall be referred to the Entity’s Council or Board and the Johnson County Commissioners Court to seek a resolution. This provision does not limit the statutory and constitutional rights of the parties to seek the relief to which either party might be entitled by law or equity.
- B. This Agreement shall be amended only through written agreement duly authorized by the Johnson County Commissioners Court and such Entity’s Council or Board that are parties to this Agreement.

ARTICLE IV – INDEMNIFICATION

The Entity and its Police Department, subject to the Texas Constitution and the Texas Tort Claims Act, agrees to hold harmless, save and indemnify JOHNSON COUNTY, the JOHNSON COUNTY SHERIFF, and his dispatchers and all other officials, officers and employees of JOHNSON COUNTY for any and all claims, causes of actions and judgments for damages, personal injuries, deaths, false arrests, false imprisonments, abuses or failures to act or attorney’s fees incurred in defense of the foregoing on the part of any officer, employee or volunteer of JOHNSON COUNTY or JOHNSON COUNTY SHERIFF or of Entity or its Police Department for any court costs, or attorney’s fees, claims or judgments or other expenses arising from JOHNSON COUNTY or JOHNSON COUNTY SHERIFF performing the acts and functions described in or associated with this Agreement.

ARTICLE V – FORCE MAJEURE

- A. If by reason of force majeure either party hereto shall be rendered unable wholly or in part, to carry out the obligations under this Agreement, then such party shall give notice and full details of such force majeure in writing to the other party. The duties of the party giving such notice, so far as it is affected by such force majeure, shall be suspended during the continuance of the inability claimed, as herein after provided, but not a longer period, and any such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

- B. The term “force majeure” as employed herein shall mean acts of God, strikes, lockouts, other industrial disturbances, acts of public enemy, orders of any kind of the government of the United States, or the State of Texas, or any civil or military authority, insurrection, riots, epidemics, landslides, lightning, earthquake, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraint of government and people, civil disturbances explosions, breakage or accidents to machinery, pipelines or canals, or other causes not reasonably within the control of the party claiming such inability.
- C. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having difficulty, and that the above requirements that any force majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or acceding to the demands of the opposing party or parties which such settlement is unfavorable to it in the judgment of the party having the difficulty.
- D. It is specifically expected and provided, however, that in no event shall any force majeure relieve the Entity or its Police Department from its indemnity obligations under Article IV.

ARTICLE VI – TERM

- A. This Agreement shall be in full force and effect from the date of the last party to sign this Agreement and shall terminate on September 30, 2025. Either Party may terminate this Agreement upon giving written notice sixty (60) days prior to the date of termination.
- B. Duties to make payment for services performed and any duties to defend, indemnify and hold harmless shall survive the termination of this Agreement and shall not expire until the resolution and disposition of any claims made or liability incurred or potentially incurred by JOHNSON COUNTY as a result of this Agreement. In no event shall an Entity’s duty to defend, indemnify and hold harmless JOHNSON COUNTY expire prior to the running of any statute of limitations related to claims that might be asserted against JOHNSON COUNTY because of JOHNSON COUNTY’S performance or failure to perform pursuant to this Agreement.

ARTICLE VII – VESTED RIGHTS

The Entity or its Police Department shall not accrue any vested rights to any facilities, equipment or real or personal property of JOHNSON COUNTY or the JOHNSON COUNTY SHERIFF’S OFFICE.

ARTICLE VIII - MISCELLANEOUS PROVISIONS

- A. Amendments. This Agreement shall not be modified or amended except by a written instrument executed by the duly authorized representatives of both parties approved by the County Commissioners Court and the Entity’s Council or Board.

- B. Prior Agreements. This Agreement contains all of the agreements and undertakings, either oral or written, of the parties with respect to any matter mentioned herein. No prior agreement or understanding pertaining to any such matter shall be effective.
- C. Choice of Law and Venue. The law which shall govern this Agreement is the law of the State of Texas. All consideration to be paid and matters to be performed under this Agreement are payable and to be performed in Cleburne, Johnson County, Texas, and venue of any dispute or matter arising under this Agreement shall lie in the District Court of Johnson County, Texas.
- D. Approvals. The Entity's Council or Board and the Commissioners Court of Johnson County in accordance with the Interlocal Cooperation Act must approve this Agreement.
- E. Funding Source. In accordance with the Interlocal Cooperation Act, all amounts due under the Agreement are to be paid from current revenues of Entity. The signature of the Entity's representative below certifies that there are sufficient funds from the current revenues available to the Entity to meet its obligations under this Agreement.
- F. Heading. Headings herein are for convenience of reference only and shall not be considered in any interpretation of this Agreement.
- G. Binding Nature of Agreement. This Agreement is contractual and is binding upon the parties hereto and their successors, assigns and representatives.
- H. Severability. In the event that any portion this Agreement shall be found to be contrary to law it is the intent of the parties hereto that the remaining portions shall remain valid and in full force and effect to the extent possible.
- I. Authority. The undersigned officers and/or agents of the parties hereto are the properly authorized officials and have the necessary authority to execute this Agreement on behalf of the parties hereto, and each party hereby certifies to the other that any necessary resolutions extending said authority have been duly passed and are now in full force and effect.

For the faithful performance of the terms of this Agreement, the parties hereto in their capacities as stated, execute this Agreement, affix their signatures and bind themselves.

Executed in duplicate originals, each of which shall have the full force and effect of an original.

JOHNSON COUNTY

Christopher Boedeker
County Judge

Date

Adam King
County Sheriff

Date

Attest:

April Long
County Clerk

Date

ENTITY

Signature

Date

Printed Name

Title

Chief of Police

Date

Attest:

Signature

Date

Printed Name

Title

EXHIBIT "A"
DISPATCH FEES BEGINNING OCTOBER 1, 2024

Total Personal Cost for Dispatch 07-01-2023 - 06-30-2024
25% of total personnel cost:

\$1,697,389.45
\$424,347.36

Calls for Service 07-01-2023 00:00:00 - 06-30-2024 23:59:59

Agency	All Console Calls	All Console Calls W/out Assist Calls	Total Assist Calls
Alvarado PD	6129	5919	210
Alvarado Marshal	3	3	0
Alvarado ISD	142	140	2
Joshua PD	2109	2021	88
Godley PD	4269	4195	74
Grandview PD	2213	2132	81
Rio Vista PD	1241	1166	75
Venus PD	5120	4954	166
Keene PD	2274	2145	129
Joshua ISD PD	345	334	11
Joshua Fire Marshal	22	22	0
Rio Vista ISD	25	25	0
Venus ISD PD	58	57	1
Keene ISD PD	123	119	4
Godley ISD PD	73	72	1
Total		23304	

Formual Amount= 100/ 23304

0.004291109

Percentage of Calls For Service

Multiply the calls for service for each agency by the formula amount to arrive at the percentage as follows:

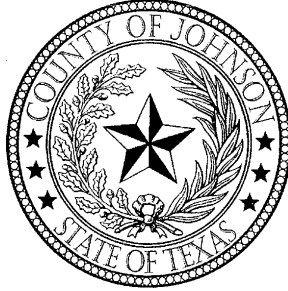
Alvarado PD	25.3991
Alvarado Marshal	0.0129
Alvarado ISD	0.6008
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Godley PD	18.0012
Grandview PD	9.1486
Rio Vista PD	5.0034
Venus PD	21.2582
Keene PD	9.2044
Joshua ISD PD	1.4332
Joshua Fire Marshal	0.0944
Rio Vista ISD	0.1073
Venus ISD PD	0.2446
Keene ISD PD	0.5106
Godley ISD PD	0.3090

EXHIBIT "A"
DISPATCH FEES BEGINNING OCTOBER 1, 2024

Total Cost to Agency

Multiply the percentage of each agency by the 25 percent of the total personnel cost as follows:

Alvarado PD	\$107,780.30
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Venus PD	\$90,208.41
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Rio Vista ISD	\$455.23
Venus ISD PD	\$1,037.92
Keene ISD PD	\$2,166.90
Godley ISD PD	\$1,311.06
Total	\$424,347.36



STATE OF TEXAS §
 §
COUNTY OF JOHNSON §

**INTERLOCAL COOPERATION AGREEMENT
FOR DISPATCHING SERVICES FOR BUDGET YEAR 2024-2025**

This Interlocal Cooperation Agreement For Dispatching Services (hereinafter "Agreement") is made by and entered into between Johnson County, Texas (hereinafter "County") a duly organized political subdivision of the State of Texas engaged in the administration of County Government and related services for the benefit of the citizens of the County, and Alvarado Marshal, (hereinafter "Entity") being either a municipal corporation or an independent school district, operating pursuant to the laws of the State of Texas and located in Johnson County, Texas.

WHEREAS, County and Entity desire to improve the efficiency and effectiveness of local governments by authorizing the intergovernmental contracting authority at the local level for all or part of the functions and services of police protection and dispatching services; and

WHEREAS, the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, authorizes political subdivisions within the State of Texas to contract with one another for the provision of various governmental functions and the delivery of various governmental services; and

WHEREAS, County and Entity mutually desire to enter into an agreement for County to the dispatch calls for the Entity's Police Department or Marshal's Office.

NOW THEREFORE, for the mutual consideration herein stated, County and Entity agree as follows:

ARTICLE I – SCOPE OF SERVICES

A. Definitions:

1. *Radio*- Any device capable of two-way communication by use of radio waves.
2. *Teletype* – Any electro-mechanical device using telephone lines connected to Area State and National Crime Information Facilities and other Law Enforcement Agencies capable of two-way communication through exchange of written messages.

3. *Radio Log* – Record of Radio Communication between base station and mobile units as required by federal Communications Commission.
 4. *Radio License* – A license or permit issued by the Federal Communications commission for the operation of a two-way radio capable of both receiving and transmitting.
 5. *Wrecker Call List* – A master list in alphabetical order of all wrecker companies which are authorized to be included on such list under the ordinances of JOHNSON COUNTY or JOHNSON COUNTY SHERIFF’S OFFICE.
- B. Services to be performed by JOHNSON COUNTY SHERIFF’S OFFICE:
1. JOHNSON COUNTY SHERIFF’S OFFICE will provide Police/EMS Dispatching Services to include answering of telephone complaints received over Entity’s Police Department/EMS Department Number.
 2. JOHNSON COUNTY SHERIFF’S OFFICE will record all complaints on Telephone Complaints Record and maintain same in normal system commingled with JOHNSON COUNTY SHERIFF’S OFFICE Telephone complaints.
 3. JOHNSON COUNTY SHERIFF’S OFFICE will upon receipt of a telephone complaint notify, according to the information and belief of the JOHNSON COUNTY SHERIFF’S OFFICE, the proper Police Department Unit of Entity of complaint citing such information as may be required, if known, using one of the radio talk groups specified below in Article 1 C 2.
 4. JOHNSON COUNTY SHERIFF’S OFFICE will receive and record radio transmissions from Entity’s Police Department units using one of such talk groups as may be required in the conduct of normal operation, i.e.: logging units in and out of service, transmitting complaints and other messages relative to law enforcement activities, but not necessarily other Police Department business or personal calls.
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 6. JOHNSON COUNTY SHERIFF’S OFFICE will maintain wrecker call lists and shall dispatch wreckers thereon at the request of Entity’s Police Department units. The Entity’s Police Departments shall not be responsible or have any liability for the designation of wrecker units dispatched to the scene of any accident nor be held liable for the response or lack thereof of any ambulance and/or wrecker dispatched to such scene.
 7. JOHNSON COUNTY SHERIFF’S OFFICE will make available to the Entity’s Police Department all records pertaining to dispatching and communications during reasonable hours and at reasonable times. Records shall be maintained at the JOHNSON COUNTY SHERIFF’S OFFICE and copies made for Entity if necessary.

C. Scope of Service:

1. Each Entity may “forward” its main police department telephone number to the Johnson County Sheriff’s Office Dispatch center after 5:00 p.m. on weekdays and terminate the “forward” before 8:00 a.m. on the following work day. The Entity’s main police department telephone number may also be “forwarded” on weekends and holidays that are officially recognized by the Entity. The telephone number “forwarded” must be one used by the Entity’s police department and should not be a telephone number used by the Entity for other business or functions. “Forwarding” of a telephone number will be allowed under certain emergency situations without regard to the day or time, such as a major weather event or other major incidents requiring all of Entity’s police department personnel to respond. The request for the emergency “forward” must be made to the Sheriff or a Chief Deputy. Lunch breaks, training, and/or limited manpower do not constitute an emergency.
2. Radio Licenses have been issued by the FCC for all mobile and base transmitters and receivers owned and utilized by the Entity’s Police Department and such licenses will be maintained in good standing. The Entity’s Police Department is authorized to use the 700 megahertz talk groups for its Police Department.
3. The Entity or its Police Department shall be responsible for any and all license, annual maintenance fees and required updates needed to support their compatibility with JOHNSON COUNTY SHERIFF’S OFFICE radio system.

ARTICLE II – PAYMENTS

- A. Amount of Payment by Entity. Entity shall pay to County the dispatch fees for dispatch services as set forth on Exhibit “A,” which is attached hereto and made a part of this Agreement as though set forth verbatim herein. Invoicing by County will be sent to Entity at the beginning of County’s fiscal year which is October 1 and Entity agrees to pay the invoice amount within thirty (30) days of receipt of said invoice. The Parties understand and agree that prior to October 1 of each year, the County will re-calculate the amount of the dispatch fees to be paid by Entity for the next budget year and the proposed dispatch fees will be attached as an exhibit to the Agreement for the next budget year.
- B. Place of Payment. Entity shall make payment to County and payment shall be in the name of Johnson County, Texas, and shall be remitted to:
Kathy Blackwell (or her successor)
Johnson County Treasurer
Johnson County Courthouse
2 North Main Street
Cleburne, TX 76033

Amounts which are not timely paid in accordance with the above procedure shall bear interest at the lesser of the annual percentage rate of ten percent (10%) or the maximum legal rate applicable thereto which shall be a contractual obligation of the Entity under this Agreement.

ARTICLE III – COMPLAINTS AND/OR LEVEL OF SERVICE; AMENDMENTS

- A. Any complaints regarding the level of service provided by JOHNSON COUNTY SHERIFF’S OFFICE to the Entity or its Police Department shall be directed to the Sheriff and any complaint regarding Entity or its Police Department shall be referred to its Chief who, in either case, shall take appropriate action as necessary. However, in the event a conflict or complaint arises that the Chief or the Sheriff are not able to resolve, then the complaints and/or questions of service or other matters shall be referred to the Entity’s Council or Board and the Johnson County Commissioners Court to seek a resolution. This provision does not limit the statutory and constitutional rights of the parties to seek the relief to which either party might be entitled by law or equity.
- B. This Agreement shall be amended only through written agreement duly authorized by the Johnson County Commissioners Court and such Entity’s Council or Board that are parties to this Agreement.

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- A. If by reason of force majeure either party hereto shall be rendered unable wholly or in part, to carry out the obligations under this Agreement, then such party shall give notice and full details of such force majeure in writing to the other party. The duties of the party giving such notice, so far as it is affected by such force majeure, shall be suspended during the continuance of the inability claimed, as herein after provided, but not a longer period, and any such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

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- D. It is specifically expected and provided, however, that in no event shall any force majeure relieve the Entity or its Police Department from its indemnity obligations under Article IV.

ARTICLE VI – TERM

- A. This Agreement shall be in full force and effect from the date of the last party to sign this Agreement and shall terminate on September 30, 2025. Either Party may terminate this Agreement upon giving written notice sixty (60) days prior to the date of termination.
- B. Duties to make payment for services performed and any duties to defend, indemnify and hold harmless shall survive the termination of this Agreement and shall not expire until the resolution and disposition of any claims made or liability incurred or potentially incurred by JOHNSON COUNTY as a result of this Agreement. In no event shall an Entity’s duty to defend, indemnify and hold harmless JOHNSON COUNTY expire prior to the running of any statute of limitations related to claims that might be asserted against JOHNSON COUNTY because of JOHNSON COUNTY’S performance or failure to perform pursuant to this Agreement.

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For the faithful performance of the terms of this Agreement, the parties hereto in their capacities as stated, execute this Agreement, affix their signatures and bind themselves.

Executed in duplicate originals, each of which shall have the full force and effect of an original.

JOHNSON COUNTY

Christopher Boedeker
County Judge

Date

Adam King
County Sheriff

Date

Attest:

April Long
County Clerk

Date

ENTITY

Signature

Date

Printed Name

Title

Chief of Police

Date

Attest:

Signature

Date

Printed Name

Title

EXHIBIT "A"
DISPATCH FEES BEGINNING OCTOBER 1, 2024

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25% of total personnel cost:

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Rio Vista ISD	25	25	0
Venus ISD PD	58	57	1
Keene ISD PD	123	119	4
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Total		23304	

Formual Amount= 100/ 23304

0.004291109

Percentage of Calls For Service

Multiply the calls for service for each agency by the formula amount to arrive at the percentage as follows:

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Alvarado Marshal	0.0129
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Joshua PD	8.6723
Godley PD	18.0012
Grandview PD	9.1486
Rio Vista PD	5.0034
Venus PD	21.2582
Keene PD	9.2044
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Joshua Fire Marshal	0.0944
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Venus ISD PD	0.2446
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Venus ISD PD	\$1,037.92
Keene ISD PD	\$2,166.90
Godley ISD PD	\$1,311.06
Total	\$424,347.36



City Council Meeting Management Report

Meeting Date: February 17, 2025

Contact: Michael Dwiggin

AGENDA ITEM:

Consideration and action to authorize the City Manager to execute an interlocal agreement regarding shared Chambers Creek Regional Wastewater System Study.

BACKGROUND & FINDINGS:

The T.R.A. is conducting the Chambers Creek Regional Wastewater Study to evaluate the feasibility of a regional wastewater treatment facility to serve multiple jurisdictions in the future to lessen the environmental impacts of multiple smaller treatment plants into one large treatment facility.

FINANCIAL IMPACT

They are asking the city to participate at a cost of \$10,000, which was previously agreed upon by the council.

RECOMMENDATION:

Staff recommends approving

MANAGEMENT REVIEW:

Paul DeBuff, City Manager

ATTACHMENTS:

Exhibit A - Interlocal Agreement - Chambers Creek Regional WW System Study

EXHIBIT A

INTERLOCAL AGREEMENT BY AND BETWEEN
THE CITIES OF ALVARADO, GRANDVIEW, AND MIDLOTHIAN,
THE TARRANT REGIONAL WATER DISTRICT, AND
THE TRINITY RIVER AUTHORITY OF TEXAS FOR THE
CHAMBERS CREEK REGIONAL WASTEWATER SYSTEM STUDY

STATE OF TEXAS §
COUNTY OF TARRANT §

This Interlocal Agreement (Agreement) is made and entered into as of February 17th, 2025, by and between the Trinity River Authority of Texas, with its principal office at 5300 South Collins Street, Arlington, Tarrant County, Texas 76018, a conservation and reclamation district of the State of Texas (Authority); the City of Alvarado, a municipal corporation of the State of Texas; the City of Grandview, a municipal corporation of the State of Texas; the City of Midlothian, a municipal corporation of the State of Texas; and the Tarrant Regional Water District, a water control and improvement district and a political subdivision of the State of Texas; singularly and collectively referred to as “Party” and “Parties” respectively.

WITNESSETH:

WHEREAS, the Texas Legislature has authorized the execution of Interlocal Cooperation Agreements between and among governmental entities pursuant to the Interlocal Cooperation Act, Texas Government Code Chapter 791; and

WHEREAS, the Chambers Creek watershed includes the Cities of Alvarado, Grandview, and Maypearl; Buena Vista Bethel Special Utility District (SUD); Mountain Peak SUD; and Midlothian and Venus extraterritorial jurisdictions; and

WHEREAS, the Chambers Creek watershed flows into the Richland-Chambers Reservoir, which is owned by the Tarrant Regional Water District; and

WHEREAS, the Authority owns and operates the Mountain Creek Regional Wastewater System (MCRWS) treatment plant, which serves part of the Chambers Creek watershed; and

WHEREAS, the Chambers Creek watershed is experiencing significant growth and requires additional wastewater treatment services beyond MCRWS' capacity; and

WHEREAS, the Parties desire to conduct a study to evaluate the feasibility of constructing a new regional wastewater collection and treatment system to meet these demands; and

WHEREAS, the study will evaluate the present sanitary sewer collection systems that feed the 12 existing and one new proposed package wastewater treatment plant and the on-site sewage facilities within the watershed; and

WHEREAS, the study will identify whether these existing facilities can be connected to reduce the amount of wastewater outfalls and trunk sewers; and

WHEREAS, the Authority desires to obtain engineering services in connection with the Project; and

WHEREAS, it is deemed to be in the best interest of the Parties that said Parties enter into a mutually satisfactory agreement to conduct the Chambers Creek Regional Wastewater Study (Project); and

WHEREAS, the governing bodies of the Parties believe that this Agreement is necessary for the benefit of the public, and that each party has the legal authority to provide governmental function as described in this Agreement.

NOW, THEREFORE, in consideration of the foregoing premises and mutual covenants contained herein, the Parties agree as follows:

ARTICLE I

PURPOSE

The purpose of this Agreement is to facilitate a study to evaluate the feasibility of a regional wastewater collection and treatment system to meet current and anticipated future wastewater treatment and water quality needs in the Chambers Creek watershed, located in Johnson, Ellis, and Hill Counties. Obligations under this Agreement do not extend to the implementation of the findings of the feasibility study.

ARTICLE II

AGREEMENT TERM

This Agreement shall become effective on the day and year first written above (the "Effective Date") and shall continue in force and effect until the completion of the obligations under Article II. Provided that said Agreement shall terminate no later than 15 months after issuance of the Notice to Proceed.

ARTICLE III

TERMS OF AGREEMENT

- (A) No separate legal or administrative entity is created by this Agreement.
- (B) Each Party shall be responsible for reporting to their respective governing body.
- (C) Parties do not anticipate acquiring jointly-owned personal or real property under this Agreement.
- (D) No separate budget or financing method is created by this Agreement.
- (E) Parties acknowledge that each Party has reviewed and revised this Agreement and agree to interpret any ambiguities or unclear language fairly without favor to any one Party.

- (F) This Agreement shall inure only to the benefit of the Parties hereto and third persons that are not privy hereto shall not, in any form or manner, be considered a third-party beneficiary of this Agreement. Each Party hereto shall be solely responsible for the fulfillment of its own contracts or commitments.
- (G) This Agreement will not be construed in any form or manner to establish a partnership, joint venture, or agency, express or implied, nor any employer-employee, borrowed servant or joint enterprise relationship by and among the Participating Entities.
- (H) The Project shall consider the economic value of temporarily located package plants and potential opportunities to partner with planned developments to eliminate or reduce independently owned package plants. The Project shall emphasize the lowest long-term cost alternatives. The Project shall consider alternative technologies such as: small diameter pressure and vacuum sewers; small diameter gravity sewers carrying partially or fully treated wastewater; and the removal of plant outfalls associated with existing package wastewater treatment plants.

ARTICLE IV

FINANCIAL OBLIGATIONS

- (A) The Parties authorize the Authority to conduct the Project. Parties agree to share a portion of the cost in the following amounts. Any excess funds at the conclusion of the Project shall be refunded to the Parties according to the proportion of funds provided from each, as follows.

Participating Entity	Maximum Contribution	Percent
City of Alvarado	\$ 10,000	3.64
City of Grandview	\$ 10,000	3.64
City of Midlothian	\$ 25,000	9.08
Tarrant Regional Water District	\$ 115,000	41.82
Trinity River Authority of Texas	\$ 115,000	41.82
Total	\$ 275,000	100.00

- (B) The cost sharing limitations set forth in this article shall not be exceeded without the written authorization of all Parties.
- (C) The Authority shall either invoice each Party for the full amount up front or in monthly installments over the term of this Agreement. Parties shall pay their established share within 30 days of invoice.
- (D) The Authority shall be responsible for making payments to any Project consultants.
- (E) The Authority shall never have the right to demand payment by any Party of any obligations assumed by it or imposed on it under and by virtue of this Agreement from funds raised or to be raised by taxes, and the obligations under this Agreement shall never be construed to be a debt of such kind as to require any of the Parties to levy and collect a tax to discharge such obligation.

- (F) The Parties hereto shall make payments called for hereunder only from current revenues legally available to each Party.

ARTICLE V

NOTICES

All notices or communications provided for herein shall be delivered to Parties or, if mailed, shall be sent to Authority and City at their respective addresses. For the purpose of notices, the addresses of the Parties, until changed by written notice, shall be as follows:

City of Alvarado:

City Manager
City of Alvarado
104 West College Street
Alvarado, Texas 76009
Telephone: 817-790-3351

Tarrant Regional Water District:

Chief Water Resources Officer
Tarrant Regional Water District
800 E. Northside Drive
Fort Worth, Texas 76102
Telephone: 817-613-6797

City of Grandview:

City Manager
City of Grandview
1100 McDuff Avenue
P.O. Box 425
Grandview, TX 76050
Telephone: 817-240-0656

Trinity River Authority of Texas:

Executive Manager, Northern Region
Trinity River Authority
P.O. Box 60
Arlington, Texas 76004
Telephone: 817-493-5100

City of Midlothian:

Director of Engineering and Utilities
City of Midlothian
104 West Avenue E.
Midlothian, Texas 76065
Telephone: 972-775-7105

ARTICLE VI

DEFAULT

In the event that either City or the Authority shall breach or fail to perform any of the provisions of this Agreement, the aggrieved Party shall promptly notify the other Party of the breach or failure to perform ("Default Notice"). In the event such breach or failure to perform is not cured within 30 days after the receipt of such notice, the Party sending the notice, at its discretion, may notify the other Party of its intention to declare this Agreement terminated. Upon receipt of such notice the violating Party shall have 30 days to cure such violation or if the violation cannot reasonably be cured in 30 days, such longer time as is reasonably required not to exceed 90 days if within 15 days of receiving the notice the defaulting Party commences to

cure the default and thereafter continuously and diligently pursues the cure prior to final action by the other Party declaring this Agreement terminated.

No failure on the part of either Party to this Agreement to require the performance by the other Party of any provision of this Agreement shall in any way affect either Party's right to enforce such provision, nor shall any waiver by either Party be held to be a waiver of any other provision. No rights under this Agreement may be waived and no modification or amendment to this Agreement may be made except by written amendment executed by the Parties.

ARTICLE VII

CAPTION

The captions to the various clauses of this Agreement are for informational purposes only and in no way alter the substance of the terms and conditions of this Agreement.

ARTICLE VIII

IMMUNITY

It is expressly understood and agreed that, in the execution of this Agreement, no Party waives, nor shall be deemed hereby to waive, any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions. By entering into this Agreement, the parties do not create any obligations, express or implied other than those set forth herein, and this Agreement shall not create any rights in parties not signatories hereto.

ARTICLE IX

INDEMNIFICATION

To the extent allowed by law and subject to and without waiving any defenses or immunities under Texas law, the Authority and City do hereby release, indemnify, and hold each other and their respective officials, agents, and employees, in both their public and private capacities, harmless from any and all liability, claims, costs and expenses arising out of the performance of this Agreement due to their own respective negligence or that of their officials, officers or employees.

ARTICLE X

SEVERABILITY

If any of the terms, sections, subsections, sentences, clauses, phrases, provisions, covenants, or conditions of this Agreement are for any reason held to be invalid, void, or unenforceable, the remainder of the terms, sections, subsections, sentences, clauses, phrases, provisions, covenants, or conditions in this Agreement shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

ARTICLE XI

GOVERNING LAW

The validity of the Agreement and of any of its terms or provisions, as well as the rights and duties hereunder, shall be governed by the laws of the State of Texas.

ARTICLE XII

ASSIGNMENT

The Parties understand and agree that this Agreement may not be assigned without the express written consent of other Party except to a successor entity created by law to take over substantially all of the functions for which a Party now has responsibility.

ARTICLE XIII

PLACE OF PERFORMANCE

All amounts due under this Agreement, including damages for its breach, shall be paid in Tarrant County, Texas, said Tarrant County, Texas, being the place of performance as agreed to by the Parties to this Agreement. In the event that any legal proceeding is brought to enforce this Agreement or any provision hereof, the same shall be brought in Tarrant County, Texas.

ARTICLE XIV

FORCE MAJEURE

In the event that the performance by the Parties hereto of any of the Parties' obligations or undertakings hereunder shall be interrupted or delayed by an occurrence beyond the reasonable control of that Party (the "Affected Party") and not occasioned by the conduct of or the failure to take action by either Party hereto, whether such occurrence be an act of God or the common enemy or the result of war, riot, civil commotion, sovereign conduct or the act or conduct of any person or persons not party or privy hereto ("Force Majeure Event"), then the Parties shall be excused from such performance for such period of time as is reasonably necessary after such occurrence to remedy the effects thereof. Notwithstanding the preceding sentence, economic conditions that render a Party's performance of this Agreement unprofitable or otherwise uneconomic will not be a Force Majeure Event. Additionally, the Affected Party:

- (A) shall give prompt notice to the other Party of any Force Majeure Event;
- (B) use its best efforts to mitigate the effects of such Force Majeure Event as promptly as reasonably practicable;
- (C) furnish weekly reports to the other Party regarding the progress in overcoming the adverse effects of such event or circumstance of the Force Majeure Event; and
- (D) resume the performance of its obligations under this Agreement as soon as is reasonably practicable after the Force Majeure Event is remedied or ceases to exist.

ARTICLE XV

STATE OR FEDERAL LAWS, RULES, ORDERS, OR REGULATIONS

This Agreement is subject to all applicable federal, state, and local laws and any applicable ordinances, rules, orders, and regulations of any local, state, or federal governmental authority having or asserting jurisdiction. Nothing contained herein shall be construed as a waiver of any right to question or contest any such law, ordinance, order, rule, or regulation in any forum having jurisdiction, and each Party agrees to make a good faith effort to support such proposed laws and regulations which would be consonant with the performance of this Agreement in accordance with its terms.

ARTICLE XVI

REMEDIES

All remedies provided for in this Agreement are in addition to, not in substitution of, all remedies of the Parties at law or in equity. All remedies are intended to be cumulative, and a Party to this Agreement may pursue the remedies provided for in this Agreement and all remedies at law or in equity at the same time.

ARTICLE XVII

ENTIRE AGREEMENT

This Agreement contains all the terms, commitments, and covenants of the Parties pursuant to this Agreement. Any verbal or written commitment not contained in this Agreement or expressly referred to in this Agreement and incorporated by reference shall have no force or effect. No amendment, modification, or alteration of the terms hereof shall be binding unless the same is in writing, dated subsequent to the date hereof and duly executed by the Parties.

[SIGNATURES ON THE FOLLOWING PAGE]

CITY OF ALVARADO, TEXAS

CITY OF GRANDVIEW, TEXAS

JACOB WHEAT
Mayor, City of Alvarado, Texas

BILL HOUSTON
Mayor, City of Grandview, Texas

ATTEST:

ATTEST:

BETH A. WALLS
City Secretary, City of Alvarado

SHANNON PRUITT
City Secretary, City of Grandview

APPROVED BY ALVARADO CITY
COUNCIL:

02/17/2025

Date

APPROVED BY GRANDVIEW CITY
COUNCIL:

Date

(CITY'S SEAL)

(CITY'S SEAL)

APPROVED AS TO FORM AND
LEGALITY:

APPROVED AS TO FORM AND
LEGALITY:

CITY ATTORNEY

CITY ATTORNEY

CITY OF MIDLOTHIAN, TEXAS

TARRANT REGIONAL WATER DISTRICT

JUSTIN COFFMAN
Mayor, City of Midlothian

DAN BUHMAN
General Manager

ATTEST:

ATTEST:

TAMMY VARNER
City Secretary, City of Midlothian

MARY KELLEHER
Secretary, Board of Directors

APPROVED BY MIDLOTHIAN CITY
COUNCIL:

APPROVED BY TRWD BOARD:

Date

Date

(CITY'S SEAL)

(TRWD'S SEAL)

APPROVED AS TO FORM AND
LEGALITY:

APPROVED AS TO FORM AND
LEGALITY:

CITY ATTORNEY

STEPHEN L. TATUM, JR.
General Counsel

TRINITY RIVER AUTHORITY OF TEXAS

J. KEVIN WARD
General Manager

ATTEST:

ALEXIS S. LONG
Secretary, Board of Directors

APPROVED BY AUTHORITY BOARD:

Date

(AUTHORITY'S SEAL)

APPROVED AS TO FORM AND
LEGALITY:

ALEXIS S. LONG
Deputy General Counsel



City Council Meeting Management Report

Meeting Date: February 17, 2025

Contact: Justin French, Community Development Director

AGENDA ITEM:

Public Hearing, consideration, and possible action on an ordinance amending Article I, "Applicability of Ordinance" and Article II, "Districts and Land Uses," of Chapter 42, "Zoning," of the Code of Ordinances, City of Alvarado, Texas by creating the DT Downtown Overlay District and providing for its regulations; providing that this ordinance shall be cumulative of all ordinances; providing a severability clause; providing for a penalty for violations hereof; providing a savings clause; providing for publication; and providing an effective date.

BACKGROUND & FINDINGS:

On October 23, 2024, the City Council approved a professional services agreement with LJA Engineering, Inc. to proposal a Downtown Overlay District, and revision to the agreement was approved by City Council on November 18, 2024. On January 16, 2025, the Planning and Zoning Commission workshopped and discussed the proposed Downtown Overlay District, and on January 22, 2025, the City Council workshopped and discussed the proposed Downtown Overlay District.

The purpose of the Downtown Overlay District is to establish safeguards for the core of Downtown Alvarado and ensure that any new development reflects a historic character, is functional, and has organized design. This zoning overlay provides a framework for thoughtful development and redevelopment while preserving the downtown area's unique assets and character. Any regulations not mentioned within this overlay default to the underlying zoning district. In cases of conflict, the most restrictive regulations shall apply.

The Downtown Overlay District is designed to manage development through the use of Specific Use Permits (SUPs), with waived fees for property owners and businesses within the downtown area (pending City Council approval). This approach provides flexibility and adaptability during the interim period while the City of Alvarado completes its new comprehensive plan. The comprehensive plan will guide future zoning changes based on the community's collective wants and desires. Once the plan is finalized, permanent zoning regulations tailored to the Downtown will replace the overlay.

Key Highlights:

- Design Standards:
 - New developments must harmonize with the historic architectural style and integrate features from the 1800s and early 1900s.
 - Masonry requirements apply to maintain visual cohesion.
- Permitted Uses and Parking:
 - A wide range of uses is allowed, with parking requirements outlined for each.
 - Shared parking and parking reductions are encouraged where applicable.
- Signage and Transparency:
 - Signage size, placement, and design must align with historic aesthetics.
 - Transparency standards for building facades ensure street-level engagement.

- Future Transition:
 - The overlay ensures downtown remains functional and appealing until comprehensive community-driven zoning is implemented.

The proposed framework emphasizes preserving the historic character of Downtown Alvarado while accommodating responsible growth and preparing for a future alignment with community input.

FINANCIAL IMPACT:

None.

RECOMMENDATION:

The proposed Downtown Overlay District is consistent with the 2017 Comprehensive Plan. On February 13, 2025, the Planning and Zoning Commission recommended the City Council approved the creation of the Downtown Overlay District with the following changes:

1. Limit shipping containers to three days within any 30-day period rather than require SUP approval;
2. Remove the SUP requirement for single-family residential;
3. Limit masonry requirements to front facades only; and
4. Remove parking requirements.

MANAGEMENT REVIEW:

Paul DeBuff, City Manager

ATTACHMENT:

Proposed Downtown Overlay District Ordinance (without P&Z recommendations)

Proposed Downtown Overlay District Ordinance (with P&Z recommendations)

ORDINANCE NO. 2025-0005

AN ORDINANCE AMENDING ARTICLE I, “APPLICABILITY OF ORDINANCE” AND ARTICLE II, “DISTRICTS AND LAND USES,” OF CHAPTER 42, “ZONING” OF THE CODE OF ORDINANCES, CITY OF ALVARADO, TEXAS, BY CREATING THE DT DOWNTOWN OVERLAY DISTRICT AND PROVIDING FOR ITS REGULATIONS; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR A PENALTY FOR VIOLATIONS HEREOF; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Alvarado, Texas (“City”), is a home rule city acting under its charter adopted by the electorate pursuant of Article XI, Section 5 of the Texas Constitution and Chapter 9 of the Local Government Code; and

WHEREAS, the City Council has previously adopted zoning regulations that regulate the location and use of buildings, other structures and land for business, industrial, residential, or other purposes, for the purpose of promoting the public health, safety, morals, and general welfare, all in accordance with a comprehensive plan and that otherwise regulates the development and use of properties within the city limits of the City; and

WHEREAS, the City Council deems it necessary and in the best interest of the public health, safety, and welfare to adopt a Downtown Overlay zoning district to ensure that new development is compatible with existing development and to reflect and maintain the City’s historic character; and

WHEREAS, the Planning and Zoning Commission held a public hearing on February 13, 2025, and the City Council held a public hearing on February 17, 2025, with respect to the amendments described herein; and

WHEREAS, the City has complied with all requirements of Chapter 211 of the Local Government Code, the Code of Ordinances, City of Alvarado, Texas (the “Code”), and all other laws dealing with notice, publication, and procedural requirements for amending the zoning regulations.

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

SECTION 1.

Section 42-4, “Zoning Districts,” of Article I, “Applicability of Ordinance” of Chapter 42, “Zoning,” of the Code is hereby amended by amending subsection (a) by adding “DT Downtown Overlay District” to the list of uses to be inserted alphabetically.

SECTION 2.

Section 42-4, “Zoning Districts,” of Article I, “Applicability of Ordinance” of Chapter 42, “Zoning,” of the Code is hereby amended by amending subsection (c) by adding a new section (18) to read as follows:

“(18) DT---Downtown overlay district. The Downtown Overlay District is established to safeguard the core of Downtown Alvarado and ensure that any new development is compatible with existing development and also reflects a historic character, is functional, and has organized design. See section 42-38 for DT downtown overlay district regulations.”

SECTION 3.

Article II, “Districts and Land Uses,” of Chapter 42, “Zoning,” of the Code is hereby amended by adding a new Section 42-38, “DT downtown overlay district” to read as follows:

“§ 42-38 **DT downtown overlay district.**

- (a) Purpose. The Downtown Overlay District is established to safeguard the core of Downtown Alvarado and ensure that any new development is compatible with existing development and also reflects a historic character, is functional, and has organized design. The overlay district is intended to provide a framework for the thoughtful consideration of development and redevelopment, while preserving the Downtown Area’s unique assets and character. Any regulations not mentioned within the overlay district shall default to the underlying zoning district. When there is a conflict, the most restrictive regulations shall apply.
- (b) Permitted uses and parking regulations. Within the overlay district encompassing the core of Downtown Alvarado, the use and development of buildings and land shall adhere to standards contained herein. No buildings or land shall be used, and no buildings shall be erected, placed, reconstructed, altered, or enlarged, unless otherwise provided herein. Permitted uses include those as specified in the Permitted Uses and Parking Requirements Table below. Minimum residential unit sizes shall be controlled only by the Building Code (outside any dimensional standards for lots and structures for any use contained herein). All buildings within the overlay district must harmonize with the downtown character through thoughtful design and architectural features that integrate development harmoniously. In cases where regulations from the underlying zoning districts conflict, the most restrictive requirement shall apply to ensure consistency and preserve the cohesive character of the area. Any land use within the below table that requires a specific use permit (S) shall only be permitted under the provisions of Articles III and V of Alvarado’s zoning ordinance, as applicable; except that the specific use permit application fee shall be waived for such requests within the Downtown Overlay District.

Use	Downtown Overlay	Parking Regulations
Accessory building to main use (including shipping, cargo, Conex, and like containers)	S	1 space per employee to be occupying the building
Amusement, commercial (indoor or outdoor)	S	1 space per 150 sq. ft. for uses not otherwise listed below Bowling, miniature golf, axe-throwing or similar use: 2 spaces per lane or hole Stadiums, outdoor theaters, or similar uses: 1 space per 4 seats in assembly areas or 1 space per 8 linear feet of seating Playing fields: 40 spaces per field. If fixed seating is provided the ratio shall be 1 space per 4 seats or 1 space per 8 linear feet of seating Golf course: 5 spaces per hole Miniature golf or driving range: 3 spaces per hole; or 1.5 spaces per driving bay Sports courts: 4 spaces per court; or if fixed seating is provided the ratio shall be 1 space per 4 seats or 1 space per 8 linear feet of seating
Antique shop	P	1/200 sq. ft.
Arcade	S	1/200 sq. ft.
Arts, crafts store (inside sales)	P	1/200 sq. ft.
Arts, crafts store (outdoor sales)	S	1/200 sq. ft.
Assisted living facility		
Auto laundry		
Auto parts sales (inside)		
Auto repair, minor		

Use	Downtown Overlay	Parking Regulations
Automobile and trailer sales area, new or used		
Automobile service station (no garage or automobile repair facilities)	S	3 spaces per service bay, plus 1 space per employee (maximum shift), plus 1 space per tow truck or other service vehicle
Bakery and confectionary, commercial	S	1/300 sq. ft.
Bakery and confectionary, retail sales	P	1/300 sq. ft.
Bank, savings and loan, credit union	S	1/200 sq. ft.
Bar, tavern, nightclub	S	1/300 sq. ft.
Barber school or college		
Barbershop	P	1/200 sq. ft.
Beauty culture school; cosmetology spec. shop		
Beauty shop	P	1/200 sq. ft.
Bed and breakfast inn	S	One (1) space per guest room in addition to the requirements for a normal residential use
Boarding home facility	S	1 space per employee, plus 1 space for each 6 beds
Boat sales and storage		
Bowling alley	S	6 spaces for each lane
Building materials, hardware (inside storage)	S	2 spaces plus 1 additional parking space for each 500 square feet of gross floor area over 1,000 sq. ft.
Building materials, hardware (outside storage)		
Business service	P	1/300 sq. ft.
Cabinet and upholstery shop		
Candle manufacturing	S	1 space for each 2 employees on the maximum working shift, plus space to accommodate all vehicles used in connection therewith, but not less than 1 space per 1,000 square feet of gross floor area, whichever is greater

Use	Downtown Overlay	Parking Regulations
Carport	P	0 spaces
Carwash		
Cemetery or mausoleum	S	1 space per employee plus 1 space for every 1,000 square feet of gross floor area
Child care center	S	1/300 sq. ft.
Church, rectory, place of worship	P	1 space for every 4 seats in the main auditorium
Civic center	P	10 spaces plus 1 space for each 300 square feet of floor area in excess of 2,000 square feet. In an auditorium is included as part of the building, its floor area shall be deducted from the total and additional parking provided on the basis of 1 space for each 4 seats that it contains
Cleaning and dyeing, small shop		
Clinic, medical or dental	S	1/200 sq. ft.
College or university		
Community center, private	S	10 spaces plus 1 additional space for each 300 square feet of gross floor area in excess of 2,000 square feet. If an auditorium is included as a part of the building, its floor area shall be deducted from the total and additional parking provided on the basis of 1 space for each 4 seats that it contains
Community center, public	S	10 spaces plus 1 additional space for each 300 square feet of gross floor area in excess of 2,000 square feet. If an auditorium is included as a part of the building, its floor area shall be deducted from the total and additional parking provided on the basis of 1 space for each 4 seats that it contains
Community home	S	1 space per employee, plus 1 space for each 6 beds

Use	Downtown Overlay	Parking Regulations
Concrete, asphalt batching plant (allowed only on a temporary basis in a new subdivision composed of no less than 100 lots, to cease upon completion and dedication of the streets)		
Concrete, asphalt batching plant (temporary)		
Construction yard (temporary)		
Convenience store	S	1 space per 300 square feet of gross floor area or 32 [sic]
Country club (private)		
Custom personal service shop	P	1/200 sq. ft.
Dance hall	S	1/100 sq. ft.
Discount, variety, or department store of not greater than 20,000 square feet floor space	S	1/200 sq. ft.
Dormitory		
Drapery, needlework, or weaving shop	P	1/300 sq. ft.
Electrical substation	S	1 space per employee
Electrical transmission line	S	0 spaces
Exhibition area	S	1 space per employee, plus 1 space for each 2 patrons based on maximum patron load
Fairgrounds	S	1 space per employee, plus 1 space for each 2 patrons based on maximum patron load
Farm, ranch, or orchard		
Feed and farm supply (inside sales/storage)		
Field or sales office, temporary	S	1 space per employee
Florist	P	1/300 sq. ft.
Food store; grocery store with floor space not greater than 20,000 square feet	S	1/300 sq. ft.

Use	Downtown Overlay	Parking Regulations
Forge plant		
Foundry (iron, steel, brass or copper)		
Fraternal organization, lodge		
Fraternal organization, lodge or civic club		
Furniture, appliance store	S	2 spaces plus 1 additional parking space for each 500 square feet of gross floor area over 1,000 sq. ft.
Garage, private		1 space per employee to be occupying the garage
Garden center (retail sales)	S	1/200 sq. ft.
Gas metering station	S	1 space per employee
General merchandise indoor auction		
General merchandise store	P	1/200 sq. ft.
Glass products		
Golf course		
Golf driving range		
Greenhouse or plant nursery, commercial		
Greenhouse or plant nursery, noncommercial		
Guest house	S	1 space per unit
Gymnastic or dance studio	S	1/200 sp. Ft
Handcraft shop	P	1/300 sq. ft.
Health club; gymnasium	S	1 space per employee plus 1 space per 100 square feet of floor area
Heliport or helistop		
Home occupation	P	0 spaces
Hospital (acute care)		
Hospital (chronic care); long term health care facility		

Use	Downtown Overlay	Parking Regulations
Hotel, motel, motor hotel, or motor lodge	S	1 space for each sleeping room, unit or guest accommodation, plus 1 space for each 300 square feet of commercial floor area
Household care facility		
Household care institution		
Kennel (no outside pens)		
Laboratory, medical or dental		
Laundry and cleaning, commercial		
Library	P	10 spaces plus 1 additional space for each 300 square feet of gross floor area in excess of 2,000 square feet. If an auditorium is included as a part of the building, its floor area shall be deducted from the total and additional parking provided on the basis of 1 space for each 4 seats that it contains
Local utility distribution lines	P	0 spaces
Medical supplies, sales and service		
Metal dealer, crafted precious	S	1/300 sq. ft.
Metal fabrication		
Mobile food vendor	S	0 spaces
Mortuary or funeral home		
Motorcycle sales and service		
Museum or art gallery	P	10 spaces plus 1 additional space for each 300 square feet of gross floor area in excess of 2,000 square feet. If an auditorium is included as a part of the building, its floor area shall be deducted from the total and additional parking provided on the basis of 1 space for each 4 seats that it contains
Musical instrument manufacturing		
Nonprofit animal shelter		

Use	Downtown Overlay	Parking Regulations
Nursery school, kindergarten	S	1 space per 10 pupils/clients (design capacity)
Office center	S	1/300 sq. ft.
Office, professional or general administrative	S	1/300 sq. ft.
Office-showroom/warehouse		
Oil, gas, other mineral extraction		
Park, playground or recreation center (private)	S	1 space per acre plus additional parking per facility constructed as herein provided
Park, playground or recreation center (public)	S	1 space per acre plus additional parking per facility constructed as herein provided
Parking lot or parking garage, automobile	S	1 space per employee, plus 1 space per vehicle to be parked
Personal service shop	S	1/200 sq. ft.
Pet shop		
Pharmacy		
Post office, government and private		
Print shop	S	1/300 sq. ft.
Prison, jail or place of incarceration		
Private open space as a part of a planned residential development	P	0 spaces required
Public or private franchised utility, excluding office buildings, garages, shops, railroad yards, loading yards, and warehouses	S	1 space per employee
Racetrack		
Racquetball facilities		
Radio, TV or microwave operation, amateur. (See further regulations in section 42-55(i))	S	1 space per employee
Railroad track and right-of-way	S	1 space per employee
Registered family home	S	1 space per employee

Use	Downtown Overlay	Parking Regulations
Residence hotel		
Restaurant or cafeteria, with drive-in or drive-through service		
Restaurant or cafeteria, without drive-in or drive-through service	P	1/100 sq. ft.
Retirement housing	s	1 per dwelling unit
Rodeo arena and grounds		
School, commercial		1 space for each 2 students, plus 1 space for each classroom, laboratory or instruction area
School, private (primary and/or secondary)		1 space for each four seats in the main auditorium or 1 space for each classroom plus 1 space for each 2 students, whichever is greater
School, public (primary and/or secondary)		1 space for each four seats in the main auditorium or 1 space for each classroom plus 1 space for each 2 students, whichever is greater
School, trade	S	
School, trade or commercial	S	1 space for each 2 students, plus 1 space for each classroom, laboratory or instruction area
Second hand store, furniture/clothing	S	1/200 sq. ft.
Servant's, caretaker's or guard's residence	S	1 space per unit
Service yards of government agency	S	1 space per employee
Service, retail	S	1/200 sq. ft.
Sewage pumping station	S	0 spaces
Sewage treatment plant		
Shooting range, target range		

Use	Downtown Overlay	Parking Regulations
Shopping center	S	1 space per 200 square feet of gross floor area. The total floor area used for restaurants and cafeterias (but not including private clubs) which exceeds 10 percent of the shopping center floor area, shall require an additional 1 parking space per 100 square feet of gross floor area
Single-family dwelling, attached		
Single-family dwelling, detached	S	2 spaces per unit
Stadium or playfield		
Studio (photographer, musician, artist)	P	1/200 sq. ft.
Studio for radio and television		
Swimming pool, commercial	S	1 space for each 100 square feet of gross water surface and deck area
Swimming pool, private	S	1 space for each 100 square feet of gross water surface and deck area
Tanning salon		
Tattoo parlor/body piercing studio	S	1/200 sq. ft.
Taxidermist		
Telephone exchange		
Telephone line	P	0 spaces
Theater (indoor)	S	1 parking space for each 4 seats
Tire dealer (with outside storage)		
Tobacco sales		
Tool rental shop		
Townhouse or row dwelling	S	2 spaces per unit, 1 covered
Transit station or turnaround	S	1 space per intended user
Two-family dwelling	S	2 spaces per unit, 1 covered
Vendor, stationary	S	1/200 sq. ft.
Veterinarian clinic (no outside pens)		
Washateria		

Use	Downtown Overlay	Parking Regulations
Water pumping station or well	S	0 spaces
Water storage, elevated	S	0 spaces
Water storage, ground		
Water treatment plant	S	1 space per employee
Zero lot line house		

- (c) Parking requirement reduction. Developments seeking a parking reduction shall submit a formal request, with justification and explanation, as part of the site plan review process. Eligibility for a reduction is based on compliance with one or more of the parking reduction criteria established below. Approval of any parking reduction request is discretionary and shall be considered on a case-by-case basis to ensure the request aligns with the purpose of the Downtown Overlay District and to ensure that adequate provision of parking is provided. Final approval shall be subject to review and determination by city council.

(1) Shared parking.

- a. Review criteria. Under specific circumstances listed below, some off-street parking spaces may be shared between different uses and properties. Reductions can be for up to 50 percent of the parking spaces required, as outlined below.
 1. For any shared parking arrangement or off-site parking arrangement described above, a written parking agreement ensuring retention of parking spaces for such purposes, shall be properly drawn and executed by the parties concerned, approved as to form by the city attorney and shall be filed with the County as part of the Site Plan approval process. The agreement shall meet the following:
 - i. A permanent easement for shared or off-site parking facilities shall be dedicated and recorded as a condition of such use.
 - ii. The city shall be made a party to any shared parking agreement necessary for meeting parking requirements.

Option	Requirements
Off-Peak Shared Parking	Parking spaces may be shared if the peak business hours do not overlap for the businesses that propose to share. Businesses sharing parking shall be within 500 feet of one another.
Surplus Shared Parking	Parking spaces may be shared if they exceed a use's minimum requirements and are located on non-residential property within 500 feet of the other use to share parking. Parking spaces may also be utilized from an off-site parking lot within 500 feet as long as they are not being utilized by another use.
Parking Reductions for Developments with Parking Garages	A reduction of up to 20 percent in the minimum parking requirements, based on land use, may be considered for developments that incorporate a parking garage as part of the project.

- b. Application requirements. The applicant shall submit a formal Parking Reduction Request as part of the site plan review process. The Request shall include data, studies, or other supporting documentation sufficient to demonstrate that the proposed reduction will not negatively affect parking availability, site functionality, or surrounding properties.
- c. Final determination. All parking reduction requests within the overlay district shall be subject to review by city staff and shall require final approval by city council.

(d) Dimensional standards.

Minimum Lot Area:	1600'
Minimum Lot Width:	20'
Minimum Lot Depth:	80'
Minimum Front Yard:	Setback Averaging ¹
Minimum Side Yard for Interior Unit:	0'
Minimum Side Yard not abutting street:	5'
Minimum Side Yard abutting residential street:	10'
Minimum Side Yard abutting collector or major street:	15'
Minimum Rear Yard Setback adjacent to Overlay boundary properties:	10'
Minimum Rear Yard Setback adjacent to Overlay boundary properties:	25'
Max Imperious Coverage:	90%
Max Density/Acre:	8 DU/A
Max Height:	35'

¹The proposed building shall be located within the range of existing primary street setbacks, no closer than the smallest setback in the range and no further than the largest setback in the range. On an interior lot, the range of setbacks is measured on the basis of the two closest lots in either direction along the block face. On a corner lot, the range of setbacks is measured on the basis of the three closest lots along the block face.

(e) Masonry requirements.

- (1) Masonry shall mean and include that form of construction defined below and composed of brick, stone, granite, marble, stucco (three-step hard coat), and exterior insulation finish systems (EIFS).
- (2) All single-story buildings hereafter constructed or placed in the overlay district shall have at least 75 percent of their exterior wall surface constructed of masonry and/or glass pane.
- (3) All buildings having more than a single-story hereafter constructed or placed in the overlay district shall have at least 50 percent of their exterior wall surface constructed of masonry and/or glass pane.
- (4) All additions hereafter constructed to buildings in the overlay district shall have at least 50 percent of their exterior wall surface constructed of masonry and/or glass pane.

(f) Architectural guidelines.

- (1) New development sites, signage, and other structural elements within the overlay district shall not be permitted unless architecturally consistent with other historic buildings within the area to maintain the functional and visual appearance of the historic architectural style.
- (2) Buildings within the overlay district shall be oriented toward the street in order to create a cohesive, pedestrian-oriented development plan. Front building facades and sidewalks may be utilized for outdoor uses such as cafes, restaurant seating, street side seating, etc., provided these uses do not obstruct pedestrian movement or disrupt the streetscape's aesthetic continuity. Parking areas shall be located primarily in the rear of buildings to preserve the visual integrity of the streetscape and minimize disruptions to the pedestrian environment.
- (3) New development/renovation in the overlay district shall incorporate design elements dating from the 1800's and early 1900's. Retail uses are preferred with parking in common areas. Roof lines featuring parapets, articulated cornice line, articulated ground floor levels, and strong corner treatments are a few of the design options. Exterior finishes should utilize the classic base colors of the natural environment, e.g., tan, ochre, beige, and terra cotta.

- (4) A high quality durable base material, such as terra cotta, natural stone, cast stone, clay fired tile, or other approved masonry material is suggested for building facades abutting the sidewalk. The base should be a minimum of 18 inches in height and appropriately proportioned and detailed for the facade of the building.
- (g) Design. A minimum of three of the following elements must be incorporated in the design of a new or refurbished building in the overlay district:
- (1) Overhangs
 - (2) Cornices
 - (3) String courses
 - (4) Peaked roof forms
 - (5) Arches
 - (6) Lintels
 - (7) Pilasters
 - (8) Rustication
 - (9) Canopies
 - (10) Awnings or porticos
 - (11) Outdoor patios
- (h) Window transparency. The following transparency standards apply to building façades to ensure visibility and engagement at the street level:
- (1) Transparency percentages refer to the area of clear, unobstructed glass that allows views into the building interior.
 - (2) Reflective, mirrored, or opaque treatments that obstruct visibility shall not qualify as transparent.
 - (3) The remaining window area may be used for signage, decorative elements, or illustrative graphics, provided they do not obstruct transparency minimums.
- | Level | Minimum Transparency Requirement |
|---------|----------------------------------|
| Floor 1 | 65% |
| Floor 2 | 30% |
- (i) Signage. The types of signage listed in the table below shall be permitted within the overlay district, provided all applicable requirements of this section are met.
- (1) Any permanent signage not explicitly listed herein shall be prohibited within the overlay district.
 - (2) All permitted signage shall comply with the size, placement, design, and operational standards established by this section.

- (3) Any sign authorized by this section is allowed to contain a noncommercial message in place of any other authorized message.

Sign regulation/ Sign Type	Permit Required	Maximum Gross Surface Area (sq.ft.)	Sign Height	Number of Signs	Setback	Spacing of Signs
Wall	Yes	25% of wall	Attached to structure and not to exceed the roofline	One sign for each exterior wall; not to exceed four in total.	---	---
Ground	Yes	Off-premises 150' On-premises 300'	Off-premises 20' On-premises 25' 10' from bottom of sign to ground. On-premises signs on property with I-35 or Hwy 67 frontage 70'	One for each premises, or for each street frontage	10' (any portion of the sign)	100' separation from adjacent ground sign on each premises. Minimum of 50' on adjacent premises
Wall— Residential	Yes	1'	Attached to structure and not to exceed the roofline	One sign for each exterior wall; not to exceed four in total.	---	---
Canopy, marquee or projection	Yes	50% of canopy, marquee or projection	---	One for each premises, or for each street frontage	---	---
Window	No	See window transparency standard listed in (g) above.	---	---	---	---

Sign regulation/ Sign Type	Permit Required	Maximum Gross Surface Area (sq.ft.)	Sign Height	Number of Signs	Setback	Spacing of Signs
Monument	Yes	Off-premises 150' On- premises 300'	8 feet	One for each premises (multitenant sites see § 30-12)	10' (any portion of the sign)	No restrictions
Nameplate	No	5 sf in SF-1, -2, -3, MH-1, MH-2, MF, TF 10 sf in C-1, C-2, M- 1, M-2	10' from top of roof, not to exceed a total distance of 40' from ground	One for each premises, or for each street frontage	---	---
Roof	Yes	200 sf in C- 1, C-2, CBD, M-1, M-2	10' from top of roof, not to exceed a total distance of 40' from ground	One for each main structure	---	---

§ 42-39 through § 42-44. (Reserved)”

SECTION 4.

This Ordinance shall be cumulative of all provisions and ordinances of the Code, as amended, except where 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 5.

It is hereby declared to be the intention of the City Council that the phrases, clauses, sentences, paragraphs, and sections of this Ordinance are severable, and if any phrase, clause, sentence, paragraph, or section 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 phrases, clauses, sentences, paragraphs, and section of this Ordinance, since the same would have been enacted by the City Council without the incorporation in this Ordinance of any such unconstitutional phrase, clause, sentence, paragraph, or section.

SECTION 6.

Any person, firm or corporation violating any of the terms and provisions of this ordinance shall be deemed guilty of a misdemeanor and, upon conviction thereof, shall be fined in accordance with Section 1-12, of the Code. Each such violation shall be deemed a separate offense and shall be punishable as such hereunder.

SECTION 7.

The City Secretary is hereby directed to publish the caption and penalty clause of this Ordinance as provided by the City's Charter.

SECTION 8.

This Ordinance shall be in full force and effect from and after its passage and publication as required by law, and it is so ordained.

PASSED AND APPROVED by the City Council of the City of Alvarado on this the ____ day of _____, 2025.

Jacob Wheat, Mayor

ATTEST:

Beth A. Walls, City Secretary

ORDINANCE NO. 2025-0005

AN ORDINANCE AMENDING ARTICLE I, “APPLICABILITY OF ORDINANCE” AND ARTICLE II, “DISTRICTS AND LAND USES,” OF CHAPTER 42, “ZONING” OF THE CODE OF ORDINANCES, CITY OF ALVARADO, TEXAS, BY CREATING THE DT DOWNTOWN OVERLAY DISTRICT AND PROVIDING FOR ITS REGULATIONS; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR A PENALTY FOR VIOLATIONS HEREOF; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION; AND PROVIDING AND EFFECTIVE DATE.

WHEREAS, the City of Alvarado, Texas (“City”), is a home rule city acting under its charter adopted by the electorate pursuant of Article XI, Section 5 of the Texas Constitution and Chapter 9 of the Local Government Code; and

WHEREAS, the City Council has previously adopted zoning regulations that regulate the location and use of buildings, other structures and land for business, industrial, residential, or other purposes, for the purpose of promoting the public health, safety, morals, and general welfare, all in accordance with a comprehensive plan and that otherwise regulates the development and use of properties within the city limits of the City; and

WHEREAS, the City Council deems it necessary and in the best interest of the public health, safety, and welfare to adopt a Downtown Overlay zoning district to ensure that new development is compatible with existing development and to reflect and maintain the City’s historic character; and

WHEREAS, the Planning and Zoning Commission held a public hearing on February 13, 2025, and the City Council held a public hearing on February 17, 2025, with respect to the amendments described herein; and

WHEREAS, the City has complied with all requirements of Chapter 211 of the Local Government Code, the Code of Ordinances, City of Alvarado, Texas (the “Code”), and all other laws dealing with notice, publication, and procedural requirements for amending the zoning regulations.

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

SECTION 1.

Section 42-4, “Zoning Districts,” of Article I, “Applicability of Ordinance” of Chapter 42, “Zoning,” of the Code is hereby amended by amending subsection (a) by adding “DT Downtown Overlay District” to the list of uses to be inserted alphabetically.

SECTION 2.

Section 42-4, “Zoning Districts,” of Article I, “Applicability of Ordinance” of Chapter 42, “Zoning,” of the Code is hereby amended by amending subsection (c) by adding a new section (18) to read as follows:

“(18) DT---Downtown overlay district. The Downtown Overlay District is established to safeguard the core of Downtown Alvarado and ensure that any new development is compatible with existing development and also reflects a historic character, is functional, and has organized design. See section 42-38 for DT downtown overlay district regulations.”

SECTION 3.

Article II, “Districts and Land Uses,” of Chapter 42, “Zoning,” of the Code is hereby amended by adding a new Section 42-38, “DT downtown overlay district” to read as follows:

“§ 42-38 **DT downtown overlay district.**

- (a) Purpose. The Downtown Overlay District is established to safeguard the core of Downtown Alvarado and ensure that any new development is compatible with existing development and also reflects a historic character, is functional, and has organized design. The overlay district is intended to provide a framework for the thoughtful consideration of development and redevelopment, while preserving the Downtown Area’s unique assets and character. Any regulations not mentioned within the overlay district shall default to the underlying zoning district. When there is a conflict, the most restrictive regulations shall apply.
- (b) Permitted uses and parking regulations. Within the overlay district encompassing the core of Downtown Alvarado, the use and development of buildings and land shall adhere to standards contained herein. No buildings or land shall be used, and no buildings shall be erected, placed, reconstructed, altered, or enlarged, unless otherwise provided herein. Permitted uses include those as specified in the Permitted Uses and Parking Requirements Table below. Minimum residential unit sizes shall be controlled only by the Building Code (outside any dimensional standards for lots and structures for any use contained herein). All buildings within the overlay district must harmonize with the downtown character through thoughtful design and architectural features that integrate development harmoniously. In cases where regulations from the underlying zoning districts conflict, the most restrictive requirement shall apply to ensure consistency and preserve the cohesive character of the area. Any land use within the below table that requires a specific use permit (S) shall only be permitted under the provisions of Articles III and V of Alvarado’s zoning ordinance, as applicable; except that the specific use permit application fee shall be waived for such requests within the Downtown Overlay District.

Use	Downtown Overlay	Minimum Parking Spaces Required
Accessory building to main use	S	
Amusement, commercial (indoor or outdoor)	S	None
Antique shop	P	None
Arcade	S	None
Arts, crafts store (inside sales)	P	None
Arts, crafts store (outdoor sales)	S	None
Assisted living facility		
Auto laundry		
Auto parts sales (inside)		
Auto repair, minor		
Automobile and trailer sales area, new or used		

Use	Downtown Overlay	Minimum Parking Spaces Required
Automobile service station (no garage or automobile repair facilities)	S	None
Bakery and confectionary, commercial	S	None
Bakery and confectionary, retail sales	P	None
Bank, savings and loan, credit union	S	None
Bar, tavern, nightclub	S	None
Barber school or college		
Barbershop	P	None
Beauty culture school; cosmetology spec. shop		
Beauty shop	P	None
Bed and breakfast inn	S	None
Boarding home facility	S	None
Boat sales and storage		
Bowling alley	S	None
Building materials, hardware (inside storage)	S	None
Building materials, hardware (outside storage)		
Business service	P	None
Cabinet and upholstery shop		
Candle manufacturing	S	None
Carport	P	None
Carwash		
Cemetery or mausoleum	S	None
Child care center	S	None

Use	Downtown Overlay	Minimum Parking Spaces Required
Church, rectory, place of worship	P	None
Civic center	P	None
Cleaning and dyeing, small shop		
Clinic, medical or dental	S	None
College or university		
Community center, private	S	None
Community center, public	S	None
Community home	S	None
Concrete, asphalt batching plant (allowed only on a temporary basis in a new subdivision composed of no less than 100 lots, to cease upon completion and dedication of the streets)		
Concrete, asphalt batching plant (temporary)		
Construction yard (temporary)		
Convenience store	S	None
Country club (private)		
Custom personal service shop	P	None
Dance hall	S	None
Discount, variety, or department store of not greater than 20,000 square feet floor space	S	None
Dormitory		

Use	Downtown Overlay	Minimum Parking Spaces Required
Drapery, needlework, or weaving shop	P	None
Electrical substation	S	None
Electrical transmission line	S	None
Exhibition area	S	None
Fairgrounds	S	None
Farm, ranch, or orchard		
Feed and farm supply (inside sales/storage)		
Field or sales office, temporary	S	None
Florist	P	None
Food store; grocery store with floor space not greater than 20,000 square feet	S	None
Forge plant		
Foundry (iron, steel, brass or copper)		
Fraternal organization, lodge		
Fraternal organization, lodge or civic club		
Furniture, appliance store	S	None
Garage, private		
Garden center (retail sales)	S	None
Gas metering station	S	None
General merchandise indoor auction		
General merchandise store	P	None
Glass products		
Golf course		
Golf driving range		

Use	Downtown Overlay	Minimum Parking Spaces Required
Greenhouse or plant nursery, commercial		
Greenhouse or plant nursery, noncommercial		
Guest house	S	None
Gymnastic or dance studio	S	None
Handcraft shop	P	None
Health club; gymnasium	S	None
Heliport or helistop		
Home occupation	P	None
Hospital (acute care)		
Hospital (chronic care); long term health care facility		
Hotel, motel, motor hotel, or motor lodge	S	None
Household care facility		
Household care institution		
Kennel (no outside pens)		
Laboratory, medical or dental		
Laundry and cleaning, commercial		
Library	P	None
Local utility distribution lines	P	None
Medical supplies, sales and service		
Metal dealer, crafted precious	S	None
Metal fabrication		
Mobile food vendor	S	None
Mortuary or funeral home		

Use	Downtown Overlay	Minimum Parking Spaces Required
Motorcycle sales and service		
Museum or art gallery	P	None
Musical instrument manufacturing		
Nonprofit animal shelter		
Nursery school, kindergarten	S	None
Office center	S	None
Office, professional or general administrative	S	None
Office-showroom/warehouse		
Oil, gas, other mineral extraction		
Park, playground or recreation center (private)	S	None
Park, playground or recreation center (public)	S	None
Parking lot or parking garage, automobile	S	None
Personal service shop	S	None
Pet shop		
Pharmacy		
Post office, government and private		
Print shop	S	None
Prison, jail or place of incarceration		
Private open space as a part of a planned residential development	P	None
Public or private franchised utility, excluding office buildings, garages, shops, railroad yards, loading yards, and warehouses	S	None
Racetrack		

Use	Downtown Overlay	Minimum Parking Spaces Required
Racquetball facilities		
Radio, TV or microwave operation, amateur. (See further regulations in section 42-55(i))	S	None
Railroad track and right-of-way	S	None
Registered family home	S	None
Residence hotel		
Restaurant or cafeteria, with drive-in or drive-through service		
Restaurant or cafeteria, without drive-in or drive-through service	P	None
Retirement housing	S	None
Rodeo arena and grounds		
School, commercial		
School, private (primary and/or secondary)		
School, public (primary and/or secondary)		
School, trade	S	None
School, trade or commercial	S	None
Second hand store, furniture/clothing	S	None
Servant's, caretaker's or guard's residence	S	None
Service yards of government agency	S	None
Service, retail	S	None
Sewage pumping station	S	None
Sewage treatment plant		
Shooting range, target range		

Use	Downtown Overlay	Minimum Parking Spaces Required
Shopping center	S	None
Single-family dwelling, attached		
Single-family dwelling, detached	S	None
Stadium or playfield		
Studio (photographer, musician, artist)	P	None
Studio for radio and television		
Swimming pool, commercial	S	None
Swimming pool, private	S	None
Tanning salon		
Tattoo parlor/body piercing studio	S	None
Taxidermist		
Telephone exchange		
Telephone line	P	None
Theater (indoor)	S	None
Tire dealer (with outside storage)		
Tobacco sales		
Tool rental shop		
Townhouse or row dwelling	S	None
Transit station or turnaround	S	None
Two-family dwelling	S	None
Vendor, stationary	S	None
Veterinarian clinic (no outside pens)		
Washateria		
Water pumping station or well	S	None
Water storage, elevated	S	None

Use	Downtown Overlay	Minimum Parking Spaces Required
Water storage, ground		
Water treatment plant	S	None
Zero lot line house		

- (c) Shipping, Conex, and cargo containers. Shipping containers, Conex boxes, cargo containers, and like containers are limited to three days within any 30-day period throughout the Downtown Overlay District.

- (d) Dimensional standards.

Minimum Lot Area:	1600'
Minimum Lot Width:	20'
Minimum Lot Depth:	80'
Minimum Front Yard:	Setback Averaging ¹
Minimum Side Yard for Interior Unit:	0'
Minimum Side Yard not abutting street:	5'
Minimum Side Yard abutting residential street:	10'
Minimum Side Yard abutting collector or major street:	15'
Minimum Rear Yard Setback adjacent to Overlay boundary properties:	10'
Minimum Rear Yard Setback adjacent to Overlay boundary properties:	25'
Max Imperious Coverage:	90%
Max Density/Acre:	8 DU/A
Max Height:	35'

¹The proposed building shall be located within the range of existing primary street setbacks, no closer than the smallest setback in the range and no further than the largest setback in the range. On an interior lot, the range of setbacks is measured on the basis of the two closest lots in either direction along the block face. On a corner lot, the range of setbacks is measured on the basis of the three closest lots along the block face.

- (e) Masonry requirements.

- (1) Masonry shall mean and include that form of construction defined below and composed of brick, stone, granite, marble, stucco (three-step hard coat), and exterior insulation finish systems (EIFS).
- (2) All single-story buildings hereafter constructed or placed in the overlay district shall have at least 75 percent of their front exterior wall surface constructed of masonry and/or glass pane.

- (3) All buildings having more than a single-story hereafter constructed or placed in the overlay district shall have at least 50 percent of their front exterior wall surface constructed of masonry and/or glass pane.
- (4) All additions hereafter constructed to buildings in the overlay district shall have at least 50 percent of their front exterior wall surface, if any, constructed of masonry and/or glass pane.

(f) Architectural guidelines.

- (1) New development sites, signage, and other structural elements within the overlay district shall not be permitted unless architecturally consistent with other historic buildings within the area to maintain the functional and visual appearance of the historic architectural style.
- (2) Buildings within the overlay district shall be oriented toward the street in order to create a cohesive, pedestrian-oriented development plan. Front building facades and sidewalks may be utilized for outdoor uses such as cafes, restaurant seating, street side seating, etc., provided these uses do not obstruct pedestrian movement or disrupt the streetscape's aesthetic continuity. Parking areas shall be located primarily in the rear of buildings to preserve the visual integrity of the streetscape and minimize disruptions to the pedestrian environment.
- (3) New development/renovation in the overlay district shall incorporate design elements dating from the 1800's and early 1900's. Retail uses are preferred with parking in common areas. Roof lines featuring parapets, articulated cornice line, articulated ground floor levels, and strong corner treatments are a few of the design options. Exterior finishes should utilize the classic base colors of the natural environment, e.g., tan, ochre, beige, and terra cotta.
- (4) A high quality durable base material, such as terra cotta, natural stone, cast stone, clay fired tile, or other approved masonry material is suggested for front building facades abutting the sidewalk. The base should be a minimum of 18 inches in height and appropriately proportioned and detailed for the front facade of the building.

(g) Design. A minimum of three of the following elements must be incorporated in the design of a new or refurbished building in the overlay district:

- (1) Overhangs
- (2) Cornices
- (3) String courses
- (4) Peaked roof forms
- (5) Arches
- (6) Lintels

- (7) Pilasters
- (8) Rustication
- (9) Canopies
- (10) Awnings or porticos
- (11) Outdoor patios

(h) Window transparency. The following transparency standards apply to building façades to ensure visibility and engagement at the street level:

- (1) Transparency percentages refer to the area of clear, unobstructed glass that allows views into the building interior.
- (2) Reflective, mirrored, or opaque treatments that obstruct visibility shall not qualify as transparent.
- (3) The remaining window area may be used for signage, decorative elements, or illustrative graphics, provided they do not obstruct transparency minimums.

Level	Minimum Transparency Requirement
Floor 1	65%
Floor 2	30%

(i) Signage. The types of signage listed in the table below shall be permitted within the overlay district, provided all applicable requirements of this section are met.

- (1) Any permanent signage not explicitly listed herein shall be prohibited within the overlay district.
- (2) All permitted signage shall comply with the size, placement, design, and operational standards established by this section.
- (3) Any sign authorized by this section is allowed to contain a noncommercial message in place of any other authorized message.

Sign regulation/ Sign Type	Permit Required	Maximum Gross Surface Area (sq.ft.)	Sign Height	Number of Signs	Setback	Spacing of Signs
Wall	Yes	25% of wall	Attached to structure and not to exceed the roofline	One sign for each exterior wall; not to exceed four	---	---

Sign regulation/ Sign Type	Permit Required	Maximum Gross Surface Area (sq.ft.)	Sign Height	Number of Signs	Setback	Spacing of Signs
				in total.		
Ground	Yes	Off-premises 150' On- premises 300'	Off-premises 20' On- premises 25' 10' from bottom of sign to ground. On- premises signs on property with I-35 or Hwy 67 frontage 70'	One for each premises, or for each street frontage	10' (any portion of the sign)	100' separation from adjacent ground sign on each premises. Minimum of 50' on adjacent premises
Wall— Residential	Yes	1'	Attached to structure and not to exceed the roofline	One sign for each exterior wall; not to exceed four in total.	---	---
Canopy, marquee or projection	Yes	50% of canopy, marquee or projection	---	One for each premises, or for each street frontage	---	---
Window	No	See window transparency standard listed in (g) above.	---	---	---	---
Monument	Yes	Off-premises 150' On- premises 300'	8 feet	One for each premises (multitenant sites see § 30-12)	10' (any portion of the sign)	No restrictions

Sign regulation/ Sign Type	Permit Required	Maximum Gross Surface Area (sq.ft.)	Sign Height	Number of Signs	Setback	Spacing of Signs
Nameplate	No	5 sf in SF-1, -2, -3, MH-1, MH-2, MF, TF 10 sf in C-1, C-2, M-1, M-2	10' from top of roof, not to exceed a total distance of 40' from ground	One for each premises, or for each street frontage	---	---
Roof	Yes	200 sf in C-1, C-2, CBD, M-1, M-2	10' from top of roof, not to exceed a total distance of 40' from ground	One for each main structure	---	---

§ 42-39 through § 42-44. (Reserved)”

SECTION 4.

This Ordinance shall be cumulative of all provisions and ordinances of the Code, as amended, except where 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 5.

It is hereby declared to be the intention of the City Council that the phrases, clauses, sentences, paragraphs, and sections of this Ordinance are severable, and if any phrase, clause, sentence, paragraph, or section 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 phrases, clauses, sentences, paragraphs, and section of this Ordinance, since the same would have been enacted by the City Council without the incorporation in this Ordinance of any such unconstitutional phrase, clause, sentence, paragraph, or section.

SECTION 6.

Any person, firm or corporation violating any of the terms and provisions of this ordinance shall be deemed guilty of a misdemeanor and, upon conviction thereof, shall be fined in accordance with Section 1-12, of the Code. Each such violation shall be deemed a separate offense and shall be punishable as such hereunder.

SECTION 7.

The City Secretary is hereby directed to publish the caption and penalty clause of this Ordinance as provided by the City's Charter.

SECTION 8.

This Ordinance shall be in full force and effect from and after its passage and publication as required by law, and it is so ordained.

PASSED AND APPROVED by the City Council of the City of Alvarado on this the ____ day of _____, 2025.

Jacob Wheat, Mayor

ATTEST:

Beth A. Walls, City Secretary



City Council Meeting Management Report

Meeting Date: February 17, 2025

Contact: Justin French, Community Development Director

AGENDA ITEM:

Public Hearing, consideration, and possible action on an ordinance rezoning approximately 17.14 acres of land located in the A.J. Patton Survey, A-684, Johnson County, Texas, being known as a portion of Tract 2, Lots 1-10 of Block 1, Lots 3, 4, & Russell Street (Closed) of Block 21, Lots 1A, 3, 4A, 3A, 4, 4B, & Russell Street (Closed) of Block 22, Lots 1, 1R, 2 aka Lots 7, 3, 4, 4A, 5B, 5A, 6A, 5, 7B, & 8A of Block 23, Lots 3, 3A, 3B, 3C, 4, & 4A of Block 24, Lots 1, 2PT, 3PT, 4, 4PT 5PT, 6PT, 6A, 7, 7A, & 8 of Block 29, Lots 1-8 & 2A of Block 31, Lots 1, 3WPT, & 4EPT of Block 33, Lots 1,1A,1B, 2, 3A, 4A, 4B, & 4C of Block 34, Lots 1, 2, 1A, 2D, 2A, 2B, 2C, 3, 3A, 4, 5, 5A, 6B, 6, 6A, 7, & 8 of Block 35, and Lots 1, 2, 2B, 3, 4, 4A, & 4B of Block 36 of the Original Town of Alvarado Plat, a subdivision recorded in volume 26, page 640 of the Deed Records of Johnson County, Texas (M.R.T.C.T.) to "DT" (Downtown Overlay) Zoning District, City of Alvarado, Johnson County, Texas: providing that this ordinance shall be cumulative of all ordinances; providing a severability clause; providing for publication in the official newspaper; and providing an effective date.

BACKGROUND & FINDINGS:

On October 23, 2024, the City Council approved a professional services agreement with LJA Engineering, Inc. to proposal a Downtown Overlay District, and revision to the agreement was approved by City Council on November 18, 2024. On January 16, 2025, the Planning and Zoning Commission workshopped and discussed the proposed Downtown Overlay District, and on January 22, 2025, the City Council workshopped and discussed the proposed Downtown Overlay District.

The previous agenda item was an ordinance placing the Downtown Overlay District in the zoning ordinance and this agenda item is an ordinance to rezone property to the Downtown Overlay District. Numerous efforts to notify occupants within the subject area, property owners within the subject area, property owners within 200 feet of the subject area, and the general public were conducted by mailings, conversations by email, phone, and in person, and by publications to the Cleburne Times Review, the City website, and the bulletin outside City Hall.

FINANCIAL IMPACT: None.

RECOMMENDATION:

The proposed rezoning of the subject site to the Downtown Overlay District is consistent with the Future Land Use map within the 2017 Comprehensive Plan. On February 13, the Planning and Zoning Commission recommended City Council disapproved the rezoning of the subject site as presented.

MANAGEMENT REVIEW:

Paul DeBuff, City Manager

ATTACHMENT:

Location Map

Future Land Use Map

Zoning Map

Notice in Cleburne Times Review

Notice to Occupants w/in Proposed DT Overlay

Occupant Notice List

Draft Ordinance

Notice to Property Owners within Proposed DT Overlay

Property Owner Notice List

Notice to Property Owners w/in 200 ft of Proposed DT

Overlay Property Owner within 200 feet Notice List

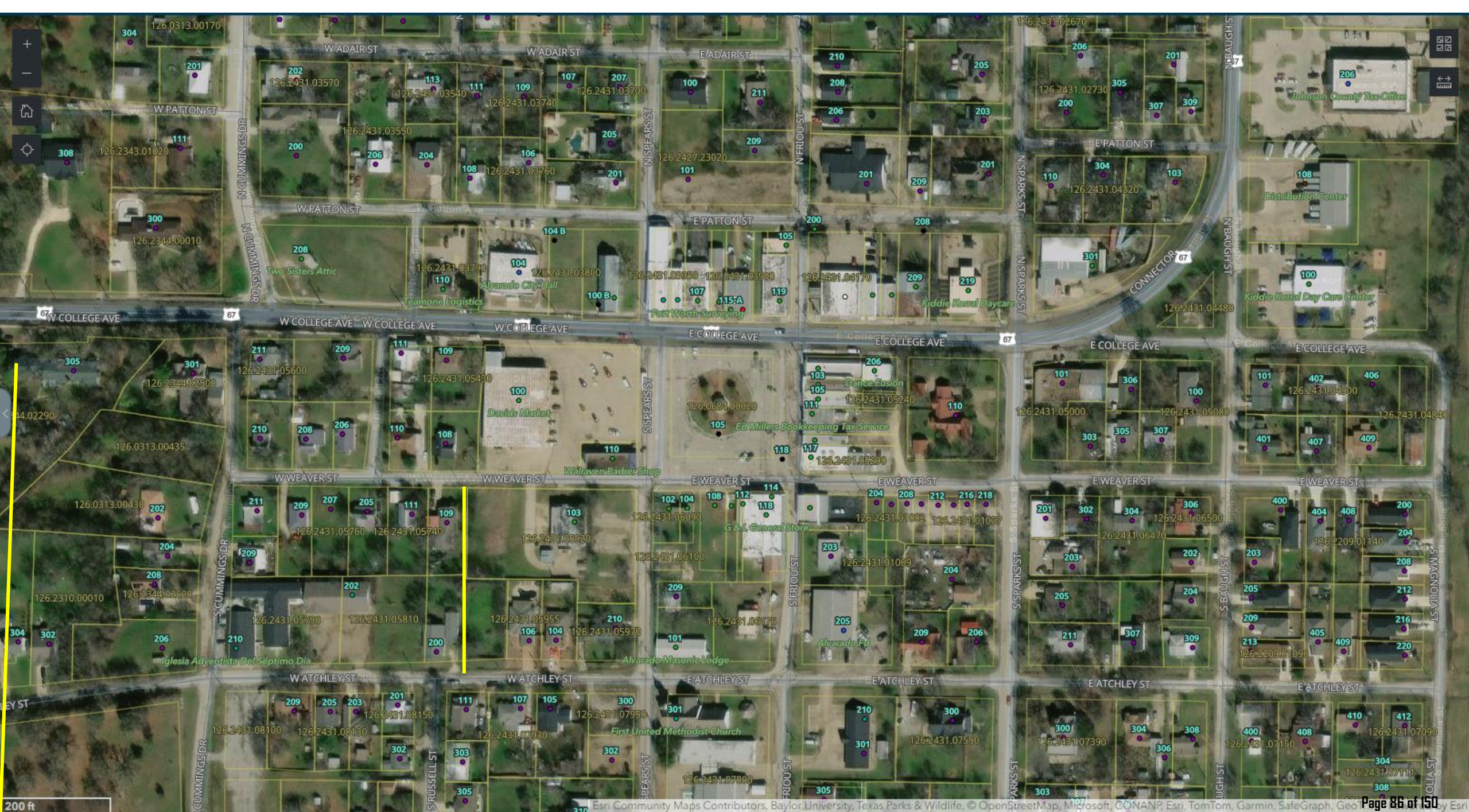
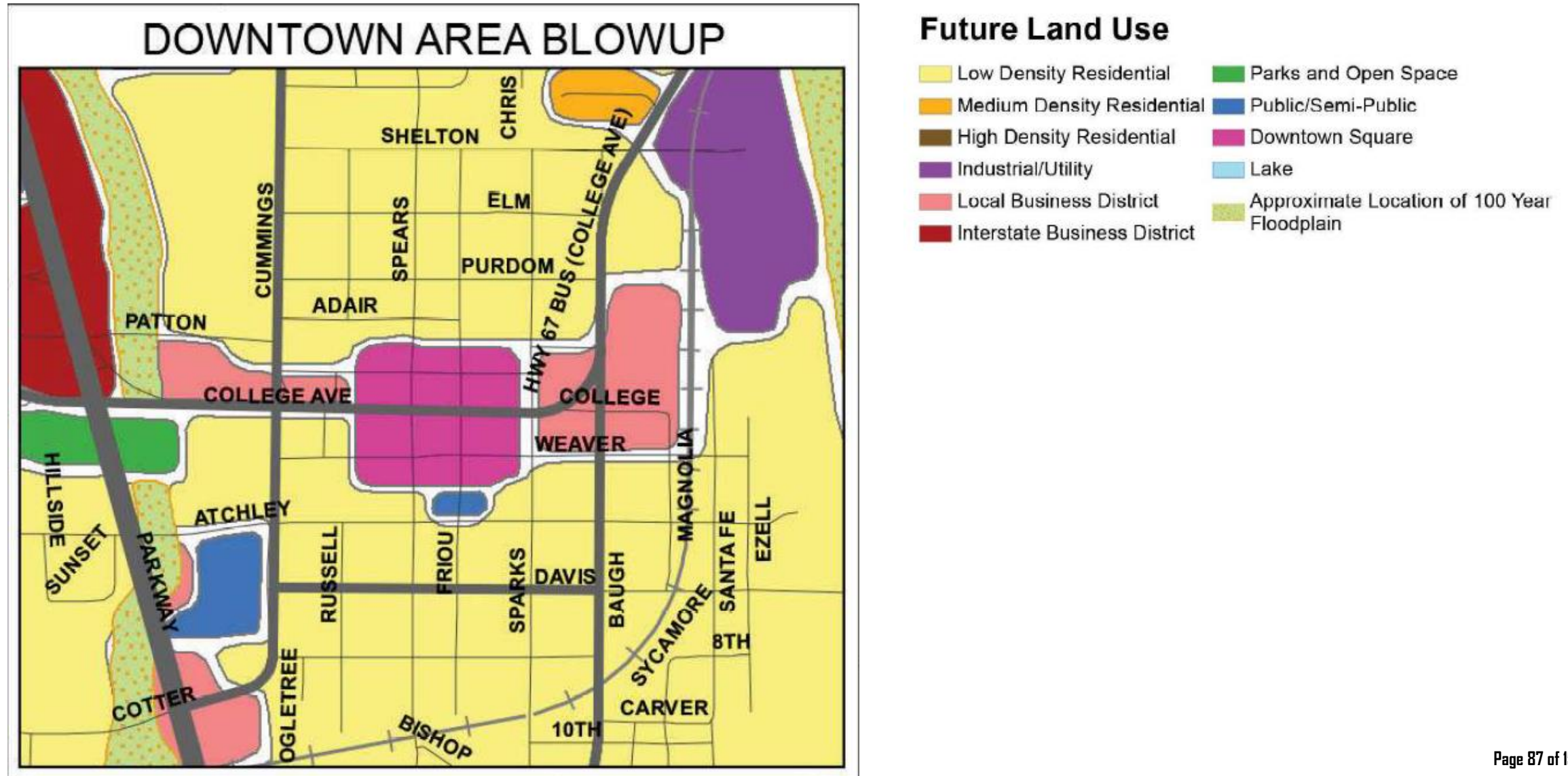


Figure 18. Future Land Use



Zoning Map



All In One Interactive Map



Map Layers



Legend

Legend





City of Alvarado

104 W. College Ave. Alvarado, TX 76009
817-790-3351 ♦ www.cityofalvarado.org

CITY OF ALVARADO, TEXAS - NOTICE OF PUBLIC HEARINGS – ZONING AND CODE OF ORDINANCES AMENDMENT

Notice is hereby given that the Planning and Zoning Commission will hold public hearings at a meeting starting at 6:30 PM on January 16th, 2025 at in the Council Chambers, 104 W. College Avenue, Alvarado, Texas. Further notice is given that the City Council will hold public hearings at 6:30 PM on January 22nd, 2025 in the Council Chambers. At such times and place, the Commission and the Council will receive testimony and consider the following two items: (1) The City of Alvarado has initiated a Code of Ordinances amendment to add a Downtown Overlay District to Chapter 42 Zoning, Article II Districts and Land Uses, and to establish land use permissions, parking requirements, dimensional standards, architectural controls, design standards, and signage requirements within the Downtown Overlay District; (2) the City of Alvarado has also initiated a zoning district change to apply the proposed Downtown Overlay District to properties located within the proposed Overlay boundary. The underlying zoning districts affected include the central business district (CBD), commercial district—Office, light retail and neighborhood services (C-1), institutional district (I), single family—Attached dwelling district (SFA), single-family residential district (SF-2), and two-family residential (duplex) district (TF) on approximately 17.14 acres of land located in the AJ Patton Survey, A-684, Johnson County, Texas, being known as a portion of Tract 2, Lots 1-10 of Block 1, Lots 3, 4, & RUSSEL ST (CLOSED) of Block 21, Lots 1A, 3, 4A, 3A, 4, 4B, & RUSSEL ST (CLOSED) of Block 22, Lots 1, 1R, 2 AKA LT 7, 3, 4, 4A, 5B, 5A, 6A, 5, 7B, & 8A of Block 23, Lots 3, 3A, 3B, 3C, 4, & 4A of Block 24, Lots 1, 2 PT, 3PT, 4, 4PT 5 PT, 6 PT, 6A, 7, 7A, & 8 of Block 29, Lots 1-8 & 2A of Block 31, Lots 1, 3 WPT, & 4EPT of Block 33, Lots 1,1A,1B, 2, 3A, 4A, 4B, & 4C of Block 34, Lots 1, 2, 1A, 2D, 2A, 2B, 2C, 3, 3A, 4, 5, 5A, 6B, 6, 6A, 7, & 8 of Block 35, and Lots 1, 2, 2B, 3, 4, 4A, & 4B of Block 36 of the Original Town of Alvarado plat, a subdivision recorded in Vol, 26, Pg. 640 of the Deed Records of Johnson County, Texas (M.R.T.C.T.). Information regarding the application may be obtained at 817.240.9585, or at frenchj@cityofalvarado.org. A public hearing may be continued should an applicant so request. Interested citizens are invited to attend the public hearing and participate in the same.



City of Alvarado
104 W. College Ave. Alvarado, TX 76009
817-790-3351 ♦ www.cityofalvarado.org

January 10, 2025

Dear Occupant:

NOTICE OF HEARING BEFORE PLANNING AND ZONING COMMISSION

Notice is hereby given that public hearings will be held before the Planning and Zoning Commission of the City of Alvarado on Thursday, the 13th day of February 2025, in the Council Chambers, 104 W. College Avenue, at 6:30 p.m. The City of Alvarado has initiated a Code of Ordinances amendment to add a Downtown Overlay District to Chapter 42 Zoning, Article II Districts and Land Uses, and to establish land use permissions, parking requirements, dimensional standards, architectural controls, design standards, and signage requirements within the Downtown Overlay District. The City of Alvarado has also initiated a zoning district change to apply the proposed Downtown Overlay District to properties located within the boundary of the attached subject property map. The Planning and Zoning Commission will forward a recommendation to the City Council on both items.

The underlying zoning districts affected include the central business district (CBD), commercial district—Office, light retail and neighborhood services (C-1), institutional district (I), single family—Attached dwelling district (SFA), single-family residential district (SF-2), and two-family residential (duplex) district (TF) on approximately 17.14 acres of land located in the AJ Patton Survey, A-684, Johnson County, Texas, being known as a portion of Tract 2, Lots 1-10 of Block 1, Lots 3, 4, & RUSSEL ST (CLOSED) of Block 21, Lots 1A, 3, 4A, 3A, 4, 4B, & RUSSEL ST (CLOSED) of Block 22, Lots 1, 1R, 2 AKA LT 7, 3, 4, 4A, 5B, 5A, 6A, 5, 7B, & 8A of Block 23, Lots 3, 3A, 3B, 3C, 4, & 4A of Block 24, Lots 1, 2 PT, 3PT, 4, 4PT 5 PT, 6 PT, 6A, 7, 7A, & 8 of Block 29, Lots 1-8 & 2A of Block 31, Lots 1, 3 WPT, & 4EPT of Block 33, Lots 1, 1A, 1B, 2, 3A, 4A, 4B, & 4C of Block 34, Lots 1, 2, 1A, 2D, 2A, 2B, 2C, 3, 3A, 4, 5, 5A, 6B, 6, 6A, 7, & 8 of Block 35, and Lots 1, 2, 2B, 3, 4, 4A, & 4B of Block 36 of the Original Town of Alvarado plat, a subdivision recorded in Vol, 26, Pg. 640 of the Deed Records of Johnson County, Texas (M.R.T.C.T.).

NOTICE OF HEARING BEFORE CITY COUNCIL

Notice is hereby given that a public hearing will be held by the City Council of the City of Alvarado on Monday, the 17th day of February 2025, in the Council Chambers, 104 W. College Avenue, at 6:30 p.m. The City of Alvarado has initiated a Code of Ordinances amendment to add a Downtown Overlay District to Chapter 42 Zoning, Article II Districts and Land Uses, and to establish land use permissions, parking requirements, dimensional standards, architectural controls, design standards, and signage requirements within the Downtown Overlay District. The City of Alvarado has also initiated a zoning district change to apply the proposed Downtown Overlay District to

properties located within the boundary of the attached subject property map. The Planning and Zoning Commission will forward a recommendation to the City Council on both items.

The underlying zoning districts affected include the central business district (CBD), commercial district—Office, light retail and neighborhood services (C-1), institutional district (I), single family—Attached dwelling district (SFA), single-family residential district (SF-2), and two-family residential (duplex) district (TF) on approximately 17.14 acres of land located in the AJ Patton Survey, A-684, Johnson County, Texas, being known as a portion of Tract 2, Lots 1-10 of Block 1, Lots 3, 4, & RUSSEL ST (CLOSED) of Block 21, Lots 1A, 3, 4A, 3A, 4, 4B, & RUSSEL ST (CLOSED) of Block 22, Lots 1, 1R, 2 AKA LT 7, 3, 4, 4A, 5B, 5A, 6A, 5, 7B, & 8A of Block 23, Lots 3, 3A, 3B, 3C, 4, & 4A of Block 24, Lots 1, 2 PT, 3PT, 4, 4PT 5 PT, 6 PT, 6A, 7, 7A, & 8 of Block 29, Lots 1-8 & 2A of Block 31, Lots 1, 3 WPT, & 4EPT of Block 33, Lots 1, 1A, 1B, 2, 3A, 4A, 4B, & 4C of Block 34, Lots 1, 2, 1A, 2D, 2A, 2B, 2C, 3, 3A, 4, 5, 5A, 6B, 6, 6A, 7, & 8 of Block 35, and Lots 1, 2, 2B, 3, 4, 4A, & 4B of Block 36 of the Original Town of Alvarado plat, a subdivision recorded in Vol, 26, Pg. 640 of the Deed Records of Johnson County, Texas (M.R.T.C.T.).

For more information on the Comprehensive Plan, its land use classifications and its role in the planning and zoning process, you may contact the Community Development Director at 817.240.9585, or at frenchj@cityofalvarado.org.

THE CITY OF ALVARADO IS HOLDING A HEARING THAT WILL DETERMINE WHETHER YOU MAY LOSE THE RIGHT TO CONTINUE USING THE ABOVE-REFERENCED PROPERTY FOR ITS CURRENT USE. PLEASE READ THIS NOTICE CAREFULLY.

Sincerely,



Justin French, AICP
Community Development Director
City of Alvarado
frenchj@cityofalvarado.org

SUBJECT PROPERTY MAP:



Name	Street Address		City	State	Zip Code	Returned to Sender
G & L ENTERPRISES	102	E WEAVER ST	CITY OF ALVARADO	TX	76009	
LAFOUNTAIN GREG	207	S SPEARS ST	CITY OF ALVARADO	TX	76009	
WALRAVEN TIM	110	S SPEARS ST	CITY OF ALVARADO	TX	76009	
DAVIDS SUPERMARKETS INC	100	S SPEARS ST	CITY OF ALVARADO	TX	76009	
G & L ENTERPRISES	110	E WEAVER ST	CITY OF ALVARADO	TX	76009	
SOUTHWESTERN BELL	103	W WEAVER ST	CITY OF ALVARADO	TX	76009	
SWINDLE KENNETH M	209	E COLLEGE AVE	CITY OF ALVARADO	TX	76009	Returned to Sender
STANLEY ROGER	207	E COLLEGE AVE	CITY OF ALVARADO	TX	76009	
ALVARADO ECONOMIC	201	E COLLEGE AVE	CITY OF ALVARADO	TX	76009	
WELBORN RONALD TRUSTEE	205	E COLLEGE AVE	CITY OF ALVARADO	TX	76009	
HANKS DEBORA K	219	E COLLEGE AVE	CITY OF ALVARADO	TX	76009	Returned to Sender
STEEL CITY HOLDINGS LLC	208	W COLLEGE AVE	CITY OF ALVARADO	TX	76009	Returned to Sender
STEEL CITY HOLDINGS LLC	110	W COLLEGE AVE	CITY OF ALVARADO	TX	76009	
CITY OF ALVARADO	100	W COLLEGE AVE	CITY OF ALVARADO	TX	76009	
CITY OF ALVARADO	104	W COLLEGE AVE	CITY OF ALVARADO	TX	76009	
CITY OF ALVARADO	104	W COLLEGE AVE	CITY OF ALVARADO	TX	76009	
FALK JOHN F TRUST	203	S FRIOU ST	CITY OF ALVARADO	TX	76009	Returned to Sender
SOHI ARSHDEEP & RUPINDER SINGH	202	E WEAVER ST	CITY OF ALVARADO	TX	76009	Returned to Sender
LOPER ROBERT E SR ETUX	204	S SPARKS ST	CITY OF ALVARADO	TX	76009	
NEATHERY JAMES C ETUX JANA KAYE	117	S FRIOU ST	CITY OF ALVARADO	TX	76009	Returned to Sender
NEATHERY JAMES C ETUX JANA KAYE	115	S FRIOU ST	CITY OF ALVARADO	TX	76009	
NEELEY LINDA	109	S FRIOU ST	CITY OF ALVARADO	TX	76009	Returned to Sender
COSTANZA MIKE ETUX MARY	101	S FRIOU ST	CITY OF ALVARADO	TX	76009	
LAMBERT & GREEN LLC	105	S FRIOU ST	CITY OF ALVARADO	TX	76009	Returned to Sender
PATTERSON FAMILY TRUST	209	S SPEARS ST	CITY OF ALVARADO	TX	76009	
ALVARADO CENTRAL BAPTIST CHURCH INC	101	E COLLEGE AVE	CITY OF ALVARADO	TX	76009	Returned to Sender
ALVARADO CENTRAL BAPTIST CHURCH INC	103	E COLLEGE AVE	CITY OF ALVARADO	TX	76009	
CITY OF ALVARADO	107	E COLLEGE AVE	CITY OF ALVARADO	TX	76009	
SPENCER JAMES MARK ETUX	111	E COLLEGE AVE	CITY OF ALVARADO	TX	76009	Returned to Sender
DAVIS BARBARA ALINE	115	E COLLEGE AVE	CITY OF ALVARADO	TX	76009	
RIDER VIRGINIA K	105	N FRIOU ST	CITY OF ALVARADO	TX	76009	
LAFOUNTAIN LANNA	112	E WEAVER ST	CITY OF ALVARADO	TX	76009	
G & L ENTERPRISES	118	E WEAVER ST	CITY OF ALVARADO	TX	76009	
G & L ENTERPRISES LLC	104	E WEAVER ST	CITY OF ALVARADO	TX	76009	
G & L ENTERPRISES	108	E WEAVER ST	CITY OF ALVARADO	TX	76009	
THORNTON BRYAN	119	E COLLEGE AVE	CITY OF ALVARADO	TX	76009	Returned to Sender
CITY OF ALVARADO	105	E WEAVER ST	CITY OF ALVARADO	TX	76009	

KEETON WILL & CARRIE	103	S FRIOU ST	CITY OF ALVARADO TX	76009	Returned to Sender
LAMBERT & GREEN LLC	105	S FRIOU ST	CITY OF ALVARADO TX	76009	
DANCE FUSION LLC	206	E COLLEGE AVE	CITY OF ALVARADO TX	76009	
ALVARADO RENTALS LLC	110	S SPARKS ST	CITY OF ALVARADO TX	76009	
GIPSON JERRON	106	W ATCHLEY ST	CITY OF ALVARADO TX	76009	
WETHERBY MARTHA	200	W ATCHLEY ST	CITY OF ALVARADO TX	76009	
HARDEGREE JAMES S	210	S SPEARS ST	CITY OF ALVARADO TX	76009	
CITY OF ALVARADO	205	S FRIOU ST	CITY OF ALVARADO TX	76009	
ALVARADO MASONIC LODGE	101	E ATCHLEY ST	CITY OF ALVARADO TX	76009	
CITY OF ALVARADO	204	S FRIOU ST	CITY OF ALVARADO TX	76009	
TEAFATILLER MICHAEL	206	S SPARKS ST	CITY OF ALVARADO TX	76009	
CALHOUN JAMES ETUX DETTA K	209	E ATCHLEY ST	CITY OF ALVARADO TX	76009	
BARMONT LP	206	E WEAVER ST	CITY OF ALVARADO TX	76009	Returned to Sender
BARMONT LP	208	E WEAVER ST	CITY OF ALVARADO TX	76009	
BARMONT LP	210	E WEAVER ST	CITY OF ALVARADO TX	76009	
BARMONT LP	212	E WEAVER ST	CITY OF ALVARADO TX	76009	
BARMONT LP	214	E WEAVER ST	CITY OF ALVARADO TX	76009	
BARMONT LP	216	E WEAVER ST	CITY OF ALVARADO TX	76009	
BARMONT LP	218	E WEAVER ST	CITY OF ALVARADO TX	76009	
BARMONT LP	204	E WEAVER ST	CITY OF ALVARADO TX	76009	
BARMONT LP	206	E WEAVER ST	CITY OF ALVARADO TX	76009	
BARMONT LP	204	E WEAVER ST	CITY OF ALVARADO TX	76009	
CRUZ RAFAEL ETUX MARTHA Y	104	W ATCHLEY ST	CITY OF ALVARADO TX	76009	
SW BELL TELEPHONE CO	103	W WEAVER ST	CITY OF ALVARADO TX	76009	
DORAN LARRY	110	W COLLEGE AVE	CITY OF ALVARADO TX	76009	Returned to Sender



City of Alvarado
104 W. College Ave. Alvarado, TX 76009
817-790-3351 ♦ www.cityofalvarado.org

January 10, 2025

Dear Property Owner:

NOTICE OF HEARING BEFORE PLANNING AND ZONING COMMISSION

Notice is hereby given that public hearings will be held before the Planning and Zoning Commission of the City of Alvarado on Thursday, the 13th day of February 2025, in the Council Chambers, 104 W. College Avenue, at 6:30 p.m. The City of Alvarado has initiated a Code of Ordinances amendment to add a Downtown Overlay District to Chapter 42 Zoning, Article II Districts and Land Uses, and to establish land use permissions, parking requirements, dimensional standards, architectural controls, design standards, and signage requirements within the Downtown Overlay District. The City of Alvarado has also initiated a zoning district change to apply the proposed Downtown Overlay District to properties located within the boundary of the attached subject property map. The Planning and Zoning Commission will forward a recommendation to the City Council on both items.

The underlying zoning districts affected include the central business district (CBD), commercial district—Office, light retail and neighborhood services (C-1), institutional district (I), single family—Attached dwelling district (SFA), single-family residential district (SF-2), and two-family residential (duplex) district (TF) on approximately 17.14 acres of land located in the AJ Patton Survey, A-684, Johnson County, Texas, being known as a portion of Tract 2, Lots 1-10 of Block 1, Lots 3, 4, & RUSSEL ST (CLOSED) of Block 21, Lots 1A, 3, 4A, 3A, 4, 4B, & RUSSEL ST (CLOSED) of Block 22, Lots 1, 1R, 2 AKA LT 7, 3, 4, 4A, 5B, 5A, 6A, 5, 7B, & 8A of Block 23, Lots 3, 3A, 3B, 3C, 4, & 4A of Block 24, Lots 1, 2 PT, 3PT, 4, 4PT 5 PT, 6 PT, 6A, 7, 7A, & 8 of Block 29, Lots 1-8 & 2A of Block 31, Lots 1, 3 WPT, & 4EPT of Block 33, Lots 1, 1A, 1B, 2, 3A, 4A, 4B, & 4C of Block 34, Lots 1, 2, 1A, 2D, 2A, 2B, 2C, 3, 3A, 4, 5, 5A, 6B, 6, 6A, 7, & 8 of Block 35, and Lots 1, 2, 2B, 3, 4, 4A, & 4B of Block 36 of the Original Town of Alvarado plat, a subdivision recorded in Vol, 26, Pg. 640 of the Deed Records of Johnson County, Texas (M.R.T.C.T.).

NOTICE OF HEARING BEFORE CITY COUNCIL

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For more information on the Comprehensive Plan, its land use classifications and its role in the planning and zoning process, you may contact the Community Development Director at 817.240.9585, or at frenchj@cityofalvarado.org.

THE CITY OF ALVARADO IS HOLDING A HEARING THAT WILL DETERMINE WHETHER YOU MAY LOSE THE RIGHT TO CONTINUE USING YOUR PROPERTY FOR ITS CURRENT USE. PLEASE READ THIS NOTICE CAREFULLY.

Sincerely,



Justin French, AICP
Community Development Director
City of Alvarado
frenchj@cityofalvarado.org

SUBJECT PROPERTY MAP:



Name	Street Address	City	State	Zip Code
G & L ENTERPRISES	P O BOX 1829	ALVARADO	TX	760090000
LAFOUNTAIN GREG	PO BOX 1829	ALVARADO	TX	760090000
WALRAVEN TIM	6633 E CR 405	ALVARADO	TX	760095495
DAVIDS SUPERMARKETS INC	1201 ELLEN TROUT DR	LUFKIN	TX	759040000
G & L ENTERPRISES	P O BOX 1829	ALVARADO	TX	760090000
SOUTHWESTERN BELL	ONE SBC CENTER 36 M 1	ST LOUIS	MO	631013002
SWINDLE KENNETH M	106 E JESSUP ST	ALVARADO	TX	760090000
STANLEY ROGER	207 E COLLEGE AVE	ALVARADO	TX	76009
ALVARADO ECONOMIC	104 W COLLEGE AVE	ALVARADO	TX	760090000
WELBORN RONALD TRUSTEE	11701 S FREEWAY	BURLESON	TX	760280000
HANKS DEBORA K	2900 WHISPERING CREEK LN	BURLESON	TX	760281522
STEEL CITY HOLDINGS LLC	100 HIGH VIEW CT	OVILLA	TX	75154
STEEL CITY HOLDINGS LLC	100 HIGH VIEW CT	OVILLA	TX	751540000
CITY OF ALVARADO	104 W COLLEGE ST	ALVARADO	TX	760090000
CITY OF ALVARADO	104 W COLLEGE ST	ALVARADO	TX	760090000
CITY OF ALVARADO	104 W COLLEGE AVE	ALVARADO	TX	760090000
FALK JOHN F TRUST	P O BOX 1878	ALVARADO	TX	760090000
SOHI ARSHDEEP & RUPINDER SINGH	5808 BAY CLUB DR	ARLINGTON	TX	760130000
LOPER ROBERT E SR ETUX	204 S SPARKS	ALVARADO	TX	760090000
NEATHERY JAMES C ETUX JANA KAYE	P.O.BOX 1879	ALVARADO	TX	760090000
NEATHERY JAMES C ETUX JANA KAYE	P.O.BOX 1879	ALVARADO	TX	760090000
NEELEY LINDA	BOX 325	ALVARADO	TX	760090000
COSTANZA MIKE ETUX MARY	9366 TRANQUIL ACRE RD	FORT WORTH	TX	761790000
LAMBERT & GREEN LLC	100 HIGH VIEW CT	OVILLA	TX	751540000
PATTERSON FAMILY TRUST	310 S SPEARS	ALVARADO	TX	760090000
ALVARADO CENTRAL BAPTIST CHURCH INC	P O BOX 832	ALVARADO	TX	760090832
ALVARADO CENTRAL BAPTIST CHURCH INC	P O BOX 832	ALVARADO	TX	760090000
CITY OF ALVARADO	104 W COLLEGE ST	ALVARADO	TX	760090000
SPENCER JAMES MARK ETUX	2320 N CUMMINGS DR	ALVARADO	TX	760090000
DAVIS BARBARA ALINE	3609 CR 607	ALVARADO	TX	760096585
RIDER VIRGINIA K	PO BOX 553	ALVARADO	TX	760090553
LAFOUNTAIN LANNA	2308 COUNTY ROAD 401	ALVARADO	TX	760095492
G & L ENTERPRISES	PO BOX 1829	ALVARADO	TX	760090000
G & L ENTERPRISES LLC	PO BOX 1829	ALVARADO	TX	760091829
G & L ENTERPRISES	P O BOX 1829	ALVARADO	TX	760090000
THORNTON BRYAN	103 SHAWNEE TR	ALVARADO	TX	760090000
CITY OF ALVARADO	104 W COLLEGE ST	ALVARADO	TX	760090000
KEETON WILL & CARRIE	11824 C R 502	VENUS	TX	760840000
LAMBERT & GREEN LLC	100 HIGH VIEW CT	OVILLA	TX	751540000

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DANCE FUSION LLC	206 E COLLEGE AVE	ALVARADO	TX	760094309
ALVARADO RENTALS LLC	6701 FM 2415	ALVARADO	TX	760090000
GIPSON JERRON	106 W ATCHLEY AVE	ALVARADO	TX	760090000
WETHERBY MARTHA	200 W ATCHLEY AVE	ALVARADO	TX	760090000
HARDEGREE JAMES S	210 S SPEARS ST	ALVARADO	TX	760094355
CITY OF ALVARADO	104 W COLLEGE ST	ALVARADO	TX	760090000
ALVARADO MASONIC LODGE	P O BOX 1384	ALVARADO	TX	760090000
CITY OF ALVARADO	104 W COLLEGE ST	ALVARADO	TX	760090000
TEAFATILLER MICHAEL	206 S SPARKS	ALVARADO	TX	760090000
CALHOUN JAMES ETUX DETTA K	209 E ATCHLEY AVE	ALVARADO	TX	760090000
BARMONT LP	2363 HWY 287 N NO 105	MANSFIELD	TX	760630000
BARMONT LP	2363 HWY 287 N NO 105	MANSFIELD	TX	760630000
BARMONT LP	2363 HWY 287 N NO 105	MANSFIELD	TX	760630000
BARMONT LP	2363 HWY 287 N NO 105	MANSFIELD	TX	760630000
BARMONT LP	2363 HWY 287 N NO 105	MANSFIELD	TX	760630000
BARMONT LP	2363 HWY 287 N NO 105	MANSFIELD	TX	760630000
BARMONT LP	2363 HWY 287 N NO 105	MANSFIELD	TX	760630000
BARMONT LP	2363 HWY 287 N NO 105	MANSFIELD	TX	760630000
BARMONT LP	2363 HWY 287 N NO 105	MANSFIELD	TX	760630000
CRUZ RAFAEL ETUX MARTHA Y	104 W ATCHLEY AVE	ALVARADO	TX	760090000
SW BELL TELEPHONE CO	PROPERTY TAX DEPT ONE SBC CENTER	SAINT LOUIS	MO	63101
DORAN LARRY	100 HIGHVIEW CT	OVILLA	TX	751540000



City of Alvarado
104 W. College Ave. Alvarado, TX 76009
817-790-3351 ♦ www.cityofalvarado.org

January 10, 2025

Dear Property Owner:

NOTICE OF HEARING BEFORE PLANNING AND ZONING COMMISSION

According to City and County Tax Records, you are the owner of property which is located within two hundred (200) feet of the area of the below-referenced zoning change request. This is notice of the public hearings, at which any interested persons will be given an opportunity to be heard. In hearing this matter, the Planning and Zoning Commission and City Council may approve the request as submitted, may approve an amended request, or may deny the request.

Notice is hereby given that public hearings will be held before the Planning and Zoning Commission of the City of Alvarado on Thursday, the 13th day of February 2025, in the Council Chambers, 104 W. College Avenue, at 6:30 p.m. The City of Alvarado has initiated a Code of Ordinances amendment to add a Downtown Overlay District to Chapter 42 Zoning, Article II Districts and Land Uses, and to establish land use permissions, parking requirements, dimensional standards, architectural controls, design standards, and signage requirements within the Downtown Overlay District. The City of Alvarado has also initiated a zoning district change to apply the proposed Downtown Overlay District to properties located within the boundary of the attached subject property map. The Planning and Zoning Commission will forward a recommendation to the City Council on both items.

The underlying zoning districts affected include the central business district (CBD), commercial district—Office, light retail and neighborhood services (C-1), institutional district (I), single family—Attached dwelling district (SFA), single-family residential district (SF-2), and two-family residential (duplex) district (TF) on approximately 17.14 acres of land located in the AJ Patton Survey, A-684, Johnson County, Texas, being known as a portion of Tract 2, Lots 1-10 of Block 1, Lots 3, 4, & RUSSEL ST (CLOSED) of Block 21, Lots 1A, 3, 4A, 3A, 4, 4B, & RUSSEL ST (CLOSED) of Block 22, Lots 1, 1R, 2 AKA LT 7, 3, 4, 4A, 5B, 5A, 6A, 5, 7B, & 8A of Block 23, Lots 3, 3A, 3B, 3C, 4, & 4A of Block 24, Lots 1, 2 PT, 3PT, 4, 4PT 5 PT, 6 PT, 6A, 7, 7A, & 8 of Block 29, Lots 1-8 & 2A of Block 31, Lots 1, 3 WPT, & 4EPT of Block 33, Lots 1, 1A, 1B, 2, 3A, 4A, 4B, & 4C of Block 34, Lots 1, 2, 1A, 2D, 2A, 2B, 2C, 3, 3A, 4, 5, 5A, 6B, 6, 6A, 7, & 8 of Block 35, and Lots 1, 2, 2B, 3, 4, 4A, & 4B of Block 36 of the Original Town of Alvarado plat, a subdivision recorded in Vol, 26, Pg. 640 of the Deed Records of Johnson County, Texas (M.R.T.C.T.).

NOTICE OF HEARING BEFORE CITY COUNCIL

Notice is hereby given that a public hearing will be held by the City Council of the City of Alvarado on Monday, the 17th day of February 2025, in the Council Chambers, 104 W. College Avenue, at 6:30 p.m. The City of Alvarado has initiated a Code of Ordinances amendment to add a Downtown Overlay District to Chapter 42 Zoning, Article II Districts and Land Uses, and to establish land

use permissions, parking requirements, dimensional standards, architectural controls, design standards, and signage requirements within the Downtown Overlay District. The City of Alvarado has also initiated a zoning district change to apply the proposed Downtown Overlay District to properties located within the boundary of the attached subject property map. The Planning and Zoning Commission will forward a recommendation to the City Council on both items.

The underlying zoning districts affected include the central business district (CBD), commercial district—Office, light retail and neighborhood services (C-1), institutional district (I), single family—Attached dwelling district (SFA), single-family residential district (SF-2), and two-family residential (duplex) district (TF) on approximately 17.14 acres of land located in the AJ Patton Survey, A-684, Johnson County, Texas, being known as a portion of Tract 2, Lots 1-10 of Block 1, Lots 3, 4, & RUSSEL ST (CLOSED) of Block 21, Lots 1A, 3, 4A, 3A, 4, 4B, & RUSSEL ST (CLOSED) of Block 22, Lots 1, 1R, 2 AKA LT 7, 3, 4, 4A, 5B, 5A, 6A, 5, 7B, & 8A of Block 23, Lots 3, 3A, 3B, 3C, 4, & 4A of Block 24, Lots 1, 2 PT, 3PT, 4, 4PT 5 PT, 6 PT, 6A, 7, 7A, & 8 of Block 29, Lots 1-8 & 2A of Block 31, Lots 1, 3 WPT, & 4EPT of Block 33, Lots 1,1A,1B, 2, 3A, 4A, 4B, & 4C of Block 34, Lots 1, 2, 1A, 2D, 2A, 2B, 2C, 3, 3A, 4, 5, 5A, 6B, 6, 6A, 7, & 8 of Block 35, and Lots 1, 2, 2B, 3, 4, 4A, & 4B of Block 36 of the Original Town of Alvarado plat, a subdivision recorded in Vol, 26, Pg. 640 of the Deed Records of Johnson County, Texas (M.R.T.C.T.).

For more information on the Comprehensive Plan, its land use classifications and its role in the planning and zoning process, you may contact the Community Development Director at 817.240.9585, or at frenchj@cityofalvarado.org.

Sincerely,



Justin French, AICP
Community Development Director
City of Alvarado
frenchj@cityofalvarado.org

SUBJECT PROPERTY MAP:



Name	Street Address	City	State	Zip Code	Returned to Sender
SANCHEZ BEATRIZ ADRIANA	P O BOX 184	ALVARADO	TX	760090000	
LOPEZ BEATRIZ	P O BOX 184	ALVARADO	TX	760090000	
G & L ENTERPRISES	P O BOX 1829	ALVARADO	TX	760090000	
LAFOUNTAIN GREG	PO BOX 1829	ALVARADO	TX	760090000	
HOLMES CHARLES C	305 W COLLEGE AVE	ALVARADO	TX	760090000	
EPPERS PAUL M ETUX JAMIE A	300 W COLLEGE AVE	ALVARADO	TX	760090000	
SCARBERRY DOUGLAS	5333 CR 703	ALVARADO	TX	760090000	
LOPEZ BEATRIZ	201 N CUMMINGS	ALVARADO	TX	760090000	
SINGLETON ARIELLA ETVIR AUSTIN GETER	209 E DAVIS AVE	ALVARADO	TX	760090000	
MEZA ADRIAN MICHAEL & KYRA DANIELLE ORMES	310 S SPARKS ST	ALVARADO	TX	76009	
ALVARADO RENTALS LLC	6701 FM 2415	ALVARADO	TX	760090000	
VAUGHAN FAMILY REV LVG TRUST	1 BOUNTY RD W	BENBROOK	TX	76132	
JASTER JEFFREY ANDREW	210 W WEAVER AVE	ALVARADO	TX	76009	
MC CHESNEY BRENNAN	211 W COLLEGE	ALVARADO	TX	760090000	
JORDAN KADE HASTIN & MOLLY MOORE	209 W COLLEGE AVE	ALVARADO	TX	760090000	
GARCIA ROBERT ETUX SULEMA V	2809 MAVERICK	DALLAS	TX	752280000	
WALRAVEN TIM	6633 E CR 405	ALVARADO	TX	760095495	
DAVIDS SUPERMARKETS INC	1201 ELLEN TROUT DR	LUFKIN	TX	759040000	
GALLOWAY DEBRA ETVIR GORDON CARLSON III	306 ERIE ST	CLEBURNE	TX	760310000	
CASTILLO ROBERT ETUX VERONICA	108 W WEAVER AVE	ALVARADO	TX	760094362	
ESPINOZA LUIS	110 W WEAVER	ALVARADO	TX	760090000	
STEEL CITY HOLDINGS LLC	100 HIGH VIEW CT	OVILLA	TX	75154	
STEEL CITY HOLDINGS LLC	100 HIGH VIEW CT	OVILLA	TX	751540000	
WOODALL JAMES	1035 WILLOW CREEK DR	BURLESON	TX	760280000	
G & L ENTERPRISES	P O BOX 1829	ALVARADO	TX	760090000	
SOUTHWESTERN BELL	ONE SBC CENTER 36 M 1	ST LOUIS	MO	631013002	
SWINDLE KENNETH	6146 BELZ RD	SANGER	TX	762660000	
HERNANDEZ SHARLIN ETVIR MIGUEL A	304 E PATTON AVE	ALVARADO	TX	76009	
HICKMAN JOANN ESTATE OF	110 N SPARKS	ALVARADO	TX	760090000	
SWINDLE KENNETH M	106 E JESSUP ST	ALVARADO	TX	760090000	
STANLEY ROGER	207 E COLLEGE AVE	ALVARADO	TX	76009	
ALVARADO ECONOMIC	104 W COLLEGE AVE	ALVARADO	TX	760090000	
WELBORN RONALD TRUSTEE	11701 S FREEWAY	BURLESON	TX	760280000	
HANKS DEBORA K	2900 WHISPERING CREEK LN	BURLESON	TX	760281522	
GILLASPIE LARRY DON	201 N SPARKS	ALVARADO	TX	760090000	
FARMER RUSSELL W ETUX KATHERINE	205 N SPARKS	ALVARADO	TX	760090000	
MC KINLEY SEAN & TAYLOR GRESHAM	5310 WILD WEST DR	ARLINGTON	TX	76017	
ROBLES GILBERT M ETUX LUE ANN	301 W COLLEGE AVE	ALVARADO	TX	760090000	
VALENZUELA RAMON ALEJANDRO	109 W ADAIR ST	ALVARADO	TX	76009	

POWELL DAL ETUX LOLA FAYE	106 W PATTON AVE	ALVARADO	TX	760090000
WININGHAM SKYLAR M	207 N SPEARS ST	ALVARADO	TX	760090000
STACKS SHERRY LYNN	107 W ADAIR ST	ALVARADO	TX	760090000
LEGACY RENOVATIONS DFW LLC	3206 CR 530B	BURLESON	TX	760280000
SANTILLAN MELISSA CHAPARRO &	3500 ROBBIE JO RD	ALVARADO	TX	760090000
FIRST UNITED METHODIST CHURCH	P O BOX 364	ALVARADO	TX	760090000
PATTERSON JOE J & GENEVA A	310 S SPEARS	ALVARADO	TX	760090000
PATTERSON FAMILY TRUST	310 S SPEARS ST	ALVARADO	TX	760094356
HARRIS LARRY L	305 S RUSSELL ST	ALVARADO	TX	760090000
STEEL CITY HOLDINGS LLC	100 HIGH VIEW CT	OVILLA	TX	75154
ALVAREZ VIRGINIA	204 W PATTON AVE	ALVARADO	TX	760090000
CLARK DONALD R ETUX KATE H	200 N CUMMINGS	ALVARADO	TX	760090000
STEPHENS RABIN DEAN &	3800 N CUMMINGS DR	ALVARADO	TX	76009
GOMEZ FIDEL & CAROLINA	206 W PATTON AVE	ALVARADO	TX	76009
STEEL CITY HOLDINGS LLC	100 HIGH VIEW CT	OVILLA	TX	751540000
CITY OF ALVARADO	104 W COLLEGE ST	ALVARADO	TX	760090000
CITY OF ALVARADO	104 W COLLEGE ST	ALVARADO	TX	760090000
CITY OF ALVARADO	104 W COLLEGE AVE	ALVARADO	TX	760090000
LOVE JAMES LOVAN	111 W ADAIR	ALVARADO	TX	760090000
GARZA LILIANA VAQUERA	108 W PATTON AVE	ALVARADO	TX	760093842
FALK JOHN F TRUST	P O BOX 1878	ALVARADO	TX	760090000
SOHI ARSHDEEP & RUPINDER SINGH	5808 BAY CLUB DR	ARLINGTON	TX	760130000
LOPER ROBERT E SR ETUX	204 S SPARKS	ALVARADO	TX	760090000
NEATHERY JAMES C ETUX JANA KAYE	P.O.BOX 1879	ALVARADO	TX	760090000
NEATHERY JAMES C ETUX JANA KAYE	P.O.BOX 1879	ALVARADO	TX	760090000
NEELEY LINDA	BOX 325	ALVARADO	TX	760090000
COSTANZA MIKE ETUX MARY	9366 TRANQUIL ACRE RD	FORT WORTH	TX	761790000
LAMBERT & GREEN LLC	100 HIGH VIEW CT	OVILLA	TX	751540000
VAUGHN FAMILY INVESTMENTS LLC	P O BOX 808	ALVARADO	TX	760090808
LAX ANNA JEAN	P O BOX 808	ALVARADO	TX	760090000
FANNON CONNIE LIFE ESTATE	304 E WEAVER	ALVARADO	TX	760090000
JANNAHS REAL ESTATE LLC	7808 PIRATE POINT CIR	ARLINGTON	TX	760160000
TRIANA PEDRO	302 E WEAVER ST	ALVARADO	TX	76009
GARCIA SIOMARA C	203 S SPARKS ST	ALVARADO	TX	760090000
MARTINEZ MARCO	205 S SPARKS ST	ALVARADO	TX	760094352
PATTERSON FAMILY TRUST	310 S SPEARS	ALVARADO	TX	760090000
TORRES LETICIA	205 W WEAVER AVE	ALVARADO	TX	760094364
SHELFER KENNETH ETUX JOYCE ANN	205 N SPEARS	ALVARADO	TX	760090000
CARRIER RESIDENTIAL PROPERTIES INC	13465 MIDWAY RD STE 102	DALLAS	TX	752445191
PAULA RAYBURN MINISTRIES INC	PO BOX 12	ALVARADO	TX	760090000

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ALVARADO CENTRAL BAPTIST CHURCH INC	P O BOX 832	ALVARADO	TX	760090832
ALVARADO CENTRAL BAPTIST CHURCH INC	P O BOX 832	ALVARADO	TX	760090000
CITY OF ALVARADO	104 W COLLEGE ST	ALVARADO	TX	760090000
SPENCER JAMES MARK ETUX	2320 N CUMMINGS DR	ALVARADO	TX	760090000
DAVIS BARBARA ALINE	3609 CR 607	ALVARADO	TX	760096585
RIDER VIRGINIA K	PO BOX 553	ALVARADO	TX	760090553
SCARBERRY DOUGLAS	5333 CR 703	ALVARADO	TX	760090000
LAFOUNTAIN LANNA	2308 COUNTY ROAD 401	ALVARADO	TX	760095492
G & L ENTERPRISES	PO BOX 1829	ALVARADO	TX	760090000
PAULA RAYBURN MINISTRIES INC	PO BOX 12	ALVARADO	TX	760090000
CRUZ RAFAEL	106 W ATCHLEY AVE	ALVARADO	TX	760090000
MEARS WALTER R	111 W COLLEGE ST	ALVARADO	TX	760094314
G & L ENTERPRISES LLC	PO BOX 1829	ALVARADO	TX	760091829
G & L ENTERPRISES	P O BOX 1829	ALVARADO	TX	760090000
GARCIA ROBERT	2809 MAVERICK	DALLAS	TX	752280000
PAULA RAYBURN MINISTRIES INC	PO BOX 12	ALVARADO	TX	760090000
DAVILA ADRIAN L	211 FRIOU ST	ALVARADO	TX	760090000
THORNTON BRYAN	103 SHAWNEE TR	ALVARADO	TX	760090000
CITY OF ALVARADO	104 W COLLEGE ST	ALVARADO	TX	760090000
KEETON WILL & CARRIE	11824 C R 502	VENUS	TX	760840000
LAMBERT & GREEN LLC	100 HIGH VIEW CT	OVILLA	TX	751540000
DANCE FUSION LLC	206 E COLLEGE AVE	ALVARADO	TX	760094309
ALVARADO RENTALS LLC	6701 FM 2415	ALVARADO	TX	760090000
GIPSON JERRON	106 W ATCHLEY AVE	ALVARADO	TX	760090000
DEAN BARBARA	300 S SPARKS ST	ALVARADO	TX	760090000
TRUSTEES OF CHRISTIAN TEMPLE	301 S FRIOU	ALVARADO	TX	760090000
VAUGHAN FAMILY REV LVG TRUST	1 BOUNTY RD W	BENBROOK	TX	761320000
KUHN DOUGLAS ETUX SONYA	306 E ATCHLEY	ALVARADO	TX	760090000
FIRST UNITED METHODIST CHURCH	P O BOX 364	ALVARADO	TX	760090000
WETHERBY MARTHA	200 W ATCHLEY AVE	ALVARADO	TX	760090000
HARDEGREE JAMES S	210 S SPEARS ST	ALVARADO	TX	760094355
ALVAREZ MIA KIM	203 W ATCHLEY AVE	ALVARADO	TX	760090000
CLOSE KEVIN & LANNA	7308 TALL RD	ALVARADO	TX	760097191
MARC TREE INVESTMENTS LLC	8108 CARLOS ST	WHITE SETTLEMENT	TX	76108
ROSARIO MARIA DEL	107 W ATCHLEY ST	ALVARADO	TX	760090000
OROCIO ERIK	PO BOX 107	ALVARADO	TX	760090000
FIRST UNITED METHODIST CHURCH	P O BOX 364	ALVARADO	TX	760090000
CITY OF ALVARADO	104 W COLLEGE ST	ALVARADO	TX	760090000
BARTULA BRIAN ETUX DEBORAH	201 E COTTER AVE	ALVARADO	TX	760090000
THOMAS FRANCES	211 S SPARKS ST	ALVARADO	TX	760090000

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ALVARADO MASONIC LODGE	P O BOX 1384	ALVARADO	TX	760090000
CITY OF ALVARADO	104 W COLLEGE ST	ALVARADO	TX	760090000
A CHANGE FOR CHRIST	205 E CARVER ST	ALVARADO	TX	760090000
TEAFATILLER MICHAEL	206 S SPARKS	ALVARADO	TX	760090000
CALHOUN JAMES ETUX DETTA K	209 E ATCHLEY AVE	ALVARADO	TX	760090000
CROWELL JAMES ANDREW	113 W ADAIR ST	ALVARADO	TX	760093803
BARMONT LP	2363 HWY 287 N NO 105	MANSFIELD	TX	760630000
BARMONT LP	2363 HWY 287 N NO 105	MANSFIELD	TX	760630000
BARMONT LP	2363 HWY 287 N NO 105	MANSFIELD	TX	760630000
BARMONT LP	2363 HWY 287 N NO 105	MANSFIELD	TX	760630000
BARMONT LP	2363 HWY 287 N NO 105	MANSFIELD	TX	760630000
BARMONT LP	2363 HWY 287 N NO 105	MANSFIELD	TX	760630000
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BARMONT LP	2363 HWY 287 N NO 105	MANSFIELD	TX	760630000
CRUZ RAFAEL ETUX MARTHA Y	104 W ATCHLEY AVE	ALVARADO	TX	760090000
WOODALL JAMES	1035 WILLOW CREEK DR	BURLESON	TX	760280000
DHW HOLDINGS LLC	5420 CR 707	ALVARADO	TX	760090000
DHW HOLDINGS LLC	5420 CR 707	ALVARADO	TX	760090000
SW BELL TELEPHONE CO	PROPERTY TAX DEPT ONE SBC CENTER	SAINT LOUIS	MO	63101
DORAN LARRY	100 HIGHVIEW CT	OVILLA	TX	751540000
CHAVEZ LEONARDO AARON	200 N SPARKS ST	ALVARADO	TX	76009
RIVERA RACHEL A & ANGEL P GONZALEZ	103 N BAUGH ST	ALVARADO	TX	760090000
SOTO JORGE L & MELISSA CHAPARRO SANTILLAN	3500 ROBBIE JO RD	ALVARADO	TX	760090000
WININGHAM LAURISSA D ETVIR DONALD H LUCAS	207 N SPEARS ST	ALVARADO	TX	760090000
GONZALES ANGEL P & RACHEL A RIVERA	103 N BAUGH ST	ALVARADO	TX	760090000

Returned to Sender

ORDINANCE NO. 2025-0006

AN ORDINANCE OF THE CITY OF ALVARADO, TEXAS, REZONING APPROXIMATELY 17.14 ACRES OF LAND LOCATED IN THE AJ PATTON SURVEY, A-684, JOHNSON COUNTY, TEXAS, BEING KNOWN AS A PORTION OF TRACT 2, LOTS 1-10 OF BLOCK 1, LOTS 3, 4, & RUSSEL ST (CLOSED) OF BLOCK 21, LOTS 1A, 3, 4A, 3A, 4, 4B, & RUSSEL ST (CLOSED) OF BLOCK 22, LOTS 1, 1R, 2 AKA LT 7, 3, 4, 4A, 5B, 5A, 6A, 5, 7B, & 8A OF BLOCK 23, LOTS 3, 3A, 3B, 3C, 4, & 4A OF BLOCK 24, LOTS 1, 2 PT, 3PT, 4, 4PT 5 PT, 6 PT, 6A, 7, 7A, & 8 OF BLOCK 29, LOTS 1-8 & 2A OF BLOCK 31, LOTS 1, 3 WPT, & 4EPT OF BLOCK 33, LOTS 1,1A,1B, 2, 3A, 4A, 4B, & 4C OF BLOCK 34, LOTS 1, 2, 1A, 2D, 2A, 2B, 2C, 3, 3A, 4, 5, 5A, 6B, 6, 6A, 7, & 8 OF BLOCK 35, AND LOTS 1, 2, 2B, 3, 4, 4A, & 4B OF BLOCK 36 OF THE ORIGINAL TOWN OF ALVARADO PLAT, A SUBDIVISION RECORDED IN VOL. 26, PG. 640 OF THE DEED RECORDS OF JOHNSON COUNTY, TEXAS (M.R.T.C.T.) TO “DT” (DOWNTOWN OVERLAY) ZONING DISTRICT, CITY OF ALVARADO, JOHNSON COUNTY, TEXAS: PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR PUBLICATION IN THE OFFICIAL NEWSPAPER; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Alvarado, Texas (“City”), is a home rule city acting under its charter adopted by the electorate pursuant of Article XI, Section 5 of the Texas Constitution and Chapter 9 of the Local Government Code; and

WHEREAS, notice of a hearing before the Planning and Zoning Commission was sent to real property owners within 200 feet of the property herein described at least 11 days before such hearing; and

WHEREAS, notice of a public hearing before the City Council was published in a newspaper of general circulation in Alvarado, Texas at least 16 days before such hearing; and

WHEREAS, public hearings to change the zoning on the property herein described were held before both the Planning and Zoning Commission and the City Council, and the Planning and Zoning Commission has heretofore made a recommendation concerning the zoning change; and

WHEREAS, the City Council is of the opinion that the zoning change herein effectuated furthers the purpose of zoning as set forth in the Comprehensive Zoning Ordinance and is in the best interest of the citizens of the City of Alvarado;

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

SECTION 1.

The Comprehensive Zoning Ordinance and the Zoning Map of the City of Alvarado are hereby amended to change the land use designation on the hereinafter described property and area as shown below:

Approximately 17.14 acres of land located in the AJ Patton Survey, A-684, Johnson County, Texas, being known as a portion of Tract 2, Lots 1-10 of Block 1, Lots 3, 4, & RUSSEL ST (CLOSED) of Block 21, Lots 1A, 3, 4A, 3A, 4, 4B, & RUSSEL ST (CLOSED) of Block 22, Lots 1, 1R, 2 AKA LT 7, 3, 4, 4A, 5B, 5A, 6A, 5, 7B, & 8A of Block 23, Lots 3, 3A, 3B, 3C, 4, & 4A of Block 24, Lots 1, 2 PT, 3PT, 4, 4PT 5 PT, 6 PT, 6A, 7, 7A, & 8 of Block 29, Lots 1-8 & 2A of Block 31, Lots 1, 3 WPT, & 4EPT of Block 33, Lots 1,1A,1B, 2, 3A, 4A, 4B, & 4C of Block 34, Lots 1, 2, 1A, 2D, 2A, 2B, 2C, 3, 3A, 4, 5, 5A, 6B, 6, 6A, 7, & 8 of Block 35, and Lots 1, 2, 2B, 3, 4, 4A, & 4B of Block 36 of the Original Town of Alvarado plat, a subdivision recorded in Vol, 26, Pg. 640 of the Deed Records of Johnson County, Texas (M.R.T.C.T.) to “DT” (Downtown Overlay) zoning district, City of Alvarado, Johnson County, Texas, and more fully described in Exhibit “A” hereto.

SECTION 2.

This Ordinance shall be cumulative of all provisions and ordinances of the Code of Ordinances, City of Alvarado, Texas, as amended, except where 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 3.

It is hereby declared to be the intention of the City Council that the phrases, clauses, sentences, paragraphs, and sections of this Ordinance are severable, and if any phrase, clause, sentence, paragraph, or section 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 phrases, clauses, sentences, paragraphs, and section of this Ordinance, since the same would have been enacted by the City Council without the incorporation in this Ordinance of any such unconstitutional phrase, clause, sentence, paragraph, or section.

SECTION 4.

Any person, firm or corporation violating any of the terms and provisions of this ordinance shall be deemed guilty of a misdemeanor and, upon conviction thereof, shall be fined in accordance with Section 1-12, of the Code. Each such violation shall be deemed a separate offense and shall be punishable as such hereunder.

SECTION 5.

The City Secretary is hereby directed to publish the caption and penalty clause of this Ordinance as provided by the City's Charter.

SECTION 6.

This Ordinance shall be in full force and effect from and after its passage and publication as required by law, and it is so ordained.

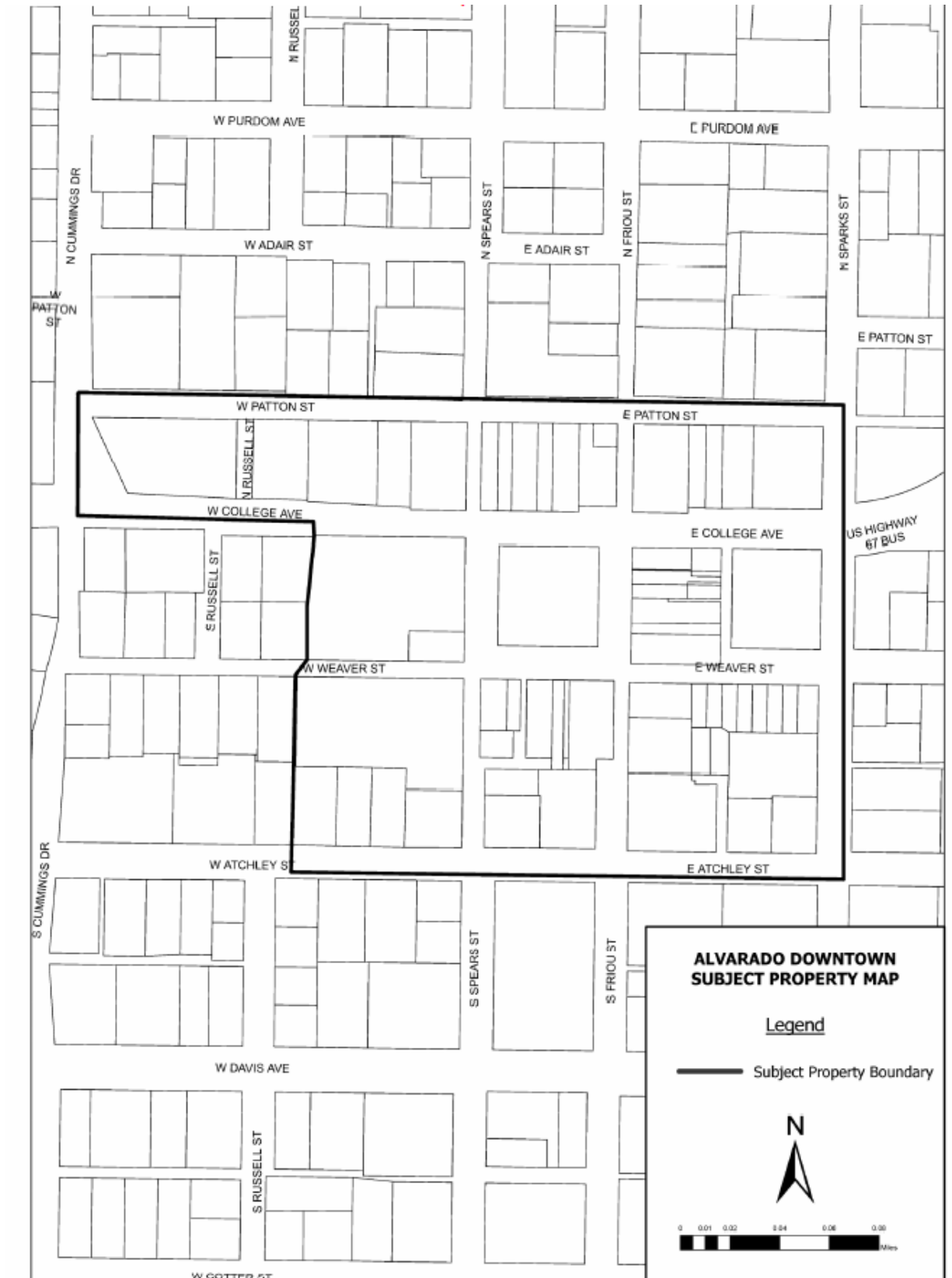
PASSED AND APPROVED by the City Council of the City of Alvarado on this the ____ day of _____, 2025.

Jacob Wheat, Mayor

ATTEST:

Beth A. Walls, City Secretary

Exhibit "A"





City Council Meeting Management Report

Meeting Date: February 17, 2025

Contact: Justin French, Community Development Director

AGENDA ITEM:

Workshop and discussion on policies and guidelines for mobile vendors.

BACKGROUND & FINDINGS:

Itinerant vendor or hawker means a person who sets up and operates a temporary business on privately owned property, whether improved or unimproved, in the city, soliciting, selling, or taking orders for, or offering to sell or take orders for any goods or services. A temporary business is one that continues for 45 days or less; and exists whether solicitation is from a stand, vehicle, or freestanding.

Vendor, stationary means a vendor who sets up a temporary building, vehicle, trailer, or other mobile unit on private property to engage in the sale of food items, merchandise or services. (Only allowed by SUP in C-1, C-2, M-1, & M-2)

Mobile food unit means a vehicle-mounted food establishment, designed to be readily moveable, typically constructed in a truck or trailer. Mobile food units may not be permanently parked in one location.

Mobile food vendor means any person who sells food products or takes food product orders from house to house or from place to place in the city, and who sells such food out of a vehicle, wagon, cart or other conveyance used in the transportation of such food on premises where there is no related business building. (Only allowed by-right in CBD, C-1, C-2, M-1, & M-2)

FINANCIAL IMPACT:

N/A

RECOMMENDATION:

N/A

MANAGEMENT REVIEW:

Paul DeBuff, City Manager

ATTACHMENTS:

City Code of Ordinances Chapter 4 Amusements and Entertainments (Special Events)

City Code of Ordinances Chapter 28 Peddlers, Solicitors and Itinerant Merchants (Itinerant Merchants)

City Code of Ordinances Chapter 32 Streets, Sidewalks and Other Public Places, Section 32-7 (ROW Sales)

City Code of Ordinances Chapter 42 Zoning, Section 42-45(i) Mobile Food Vendors

Fee Schedule Sections 19, 19A, and 20

Chapter 4

AMUSEMENTS AND ENTERTAINMENTS

	ARTICLE I	§ 4-21.	Application for special event.
	IN GENERAL	§ 4-22.	Consideration of application.
§ 4-1.	through § 4-18. (Reserved)	§ 4-23.	Approval or denial of special event permit.
	ARTICLE II	§ 4-24.	Appeal of denial of special event permit.
	SPECIAL EVENTS	§ 4-25.	Indemnification.
§ 4-19.	Definitions.	§ 4-26.	Offenses.
§ 4-20.	Permit required; exemptions.		

**ARTICLE I
IN GENERAL**

§ 4-1. through § 4-18. (Reserved)

ARTICLE II SPECIAL EVENTS

§ 4-19. Definitions.

The following words and phrases, when used in this article, shall, for the purpose of this article, have the meanings respectively ascribed to them in this section:

Applicant means the person or organization seeking to hold the special event, including the applicant's employees, agents, affiliates, successors, permitted assigns, and other persons controlled by the applicant.

City-sponsored special event means a special event that the city, under direction of the acting city manager, has:

- (1) Declared itself as a sponsor or cosponsor of the event; and
- (2) Committed to significantly sharing in planning, initiating, financing, supporting, and conducting the event.

Committee review means the process by which a special event application is discussed and approved by the special event review committee, whose members are designated by the acting events manager. The committee review may be used to determine if city services, permits and follow-up inspections will be required.

Licensee means any party or entity involved in a special event to whom a license or permit regarding the special event has been granted.

Nonprofit means not maintained or organized for profit, as recognized by the state and the federal tax code.

Permit means the city's agreement giving the applicant permission to hold the special event, on the terms and conditions stated in the permit and subject to the rules, regulations, and requirements of this article.

Person means any individual, assumed name entity, partnership, association, corporation or other organization.

Reimbursable costs means all costs and expenses incurred by the city for activities associated with staging of the event, including, without limitation, the following:

- (1) Utilities services provided to the special event, including all of the costs of installation, maintenance, and connection.
- (2) Barricades and cones.
- (3) Special event parking.
- (4) Food services inspection.
- (5) Repair, maintenance and removal of facilities in the event of a failure of the applicant.
- (6) Repair of streets, alleys, sidewalks, parks and other public property.
- (7) Police protection.
- (8) Fire protection.
- (9) Emergency medical service.

- (10) Garbage disposal and cleanup.
- (11) Traffic control.
- (12) Other direct costs associated with the special event.

Special event means a temporary event or gathering, using either private or public property, which involves one or more of the following activities, except when the activity is for construction or house moving purposes only:

- (1) Closing of a public street;
- (2) Blocking or restriction of public property, including limiting the use of parks and/or streets by the general public;
- (3) Installation of a stage, band shell, trailer, van, portable building, grandstand, inflatable play structure, tent larger than 10'x10', or bleachers on public property, or on private property where otherwise prohibited by ordinance;
- (4) Placement of portable toilets on public property, or on private property where otherwise prohibited by ordinance;
- (5) Placement of temporary no parking signs in a public right-of-way; or
- (6) Charging of a fee or donation for attendance or participation.

Special event application means a specific city-sanctioned application detailing a proposed or planned special event.

Special event permit means a document issued by the city and signed by the acting city manager certifying in writing the city's approval for the special event.

Special event permit coordinator. The special event permit coordinator is responsible for reviewing the initial special event application, coordinating meetings between the applicant and city representatives, and collecting special event permit fees. The special event permit coordinator shall chair the special event review committee.

Special event review committee means a committee designated by the acting events manager which may include, but is not limited to, representatives from internal city departments. The special event review committee shall review the special event application and procure from the applicant clarifications and additional information necessary for the approval, denial or revocation of the special event permit using the outlines within this article.

(Ordinance adopting 2024 Code)

§ 4-20. Permit required; exemptions.

- (a) A person commits an offense if he engages in, participates in, aids, or commences a special event within the city without first making written application for and receiving a special event permit from the city.
- (b) No permits shall be required under this section for the following:
 - (1) The armed forces of the United States of America, the military forces of the state, political subdivisions of the state, and the forces of the police and fire departments acting within the scope of their duties.

- (2) A city-sponsored special event.
- (3) A funeral procession proceeding by a vehicle under the most reasonable route from a funeral home, church, or residence to the place of service or place of interment. Any funeral procession traversing through the city limits that wishes to remain together without regard to traffic controls must be led by a funeral escort, whose vehicle shall have and use emergency flashers or lights in accordance with the Texas Transportation Code.

(Ordinance 2018-012, sec. 1, adopted 7/16/2018; Ordinance adopting 2024 Code)

§ 4-21. Application for special event.

- (a) A person desiring to hold a special event shall apply for a permit by filing with the special event permit coordinator a written application upon a form provided for that purpose. Each special event permit application shall be accompanied by a permit fee as currently established or as hereafter adopted by resolution of the city council from time to time before its consideration. The fee shall be nonrefundable regardless of whether the permit is granted or denied. An application for a special event regulated under this article shall be made not less than 30 calendar days prior to the date and time of the commencement of the special event. The special event permit coordinator and/or the special event review committee may waive the 30 calendar day filing requirements for a special event if the special event permit coordinator and/or the special event review committee determines that the application can be processed in less than 30 calendar days, taking into consideration the type of special event.
- (b) An application for a special event permit must contain the following information:
 - (1) The name, address, telephone number, and email address of the applicant and of any other persons responsible for the conduct of the special event;
 - (2) A description of the special event and the requested dates and hours of operation of the event;
 - (3) The estimated number of persons participating in the special event and a set of detailed plans showing the area or route to be used during the special event including proposed structures, tents, fences, barricades, signs, banners, and restroom facilities;
 - (4) The time and location of street closings, if any;
 - (5) Details of the offer of merchandise or serving of food or alcoholic beverages at the special event;
 - (6) Details of how the applicant will clean up the area used after the event;
 - (7) If there is to be movement associated with the special event, as in the case of a parade, marathon, triathlon, bike race, procession, or another special event that involves participants journeying through the city in ways not covered by standard commute or parking, then the special event's commencement and termination time, the specific route to be traveled, and the starting and termination points;
 - (8) The estimated number, if any, of animals, animals and riders, animal-drawn vehicles, floats, motor vehicles, motorized displays, and marching units or organizations such as, but not limited to bands, color guards, and drill teams;
 - (9) Application fees required by the city;
 - (10) Documentation of prior approval by the city to use park facilities for a special event, if

applicable;

(11) Proof of nonprofit status, if applicable.
(Ordinance adopting 2024 Code)

§ 4-22. Consideration of application.

- (a) When considering approval of a special event application, the special event review committee may consider (without limitation) the following factors:
- (1) The proposed special event will not substantially interrupt the safe and orderly movement of traffic, both vehicular and pedestrian;
 - (2) The proposed special event will not require the diversion of so great a number of police officers of the city to properly police the event that customary protection to the city will not be available;
 - (3) The concentration of persons, animals and vehicles will not unduly interfere with proper fire and ambulance service to all portions of the city;
 - (4) The conduct of the special event is not reasonably likely to cause injury to persons or property or to provoke disorderly conduct or create a disturbance;
 - (5) The special event is for a meaningful purpose and is of sufficient interest to the general public to justify the inconvenience it may cause;
 - (6) The special event has been planned to ensure general safety, health, and welfare of all persons is provided as is reasonably possible.
- (b) No person shall be discriminated against on the grounds of race, color, national origin or disability.
- (c) The special event permit shall be subject to approval from the special event review committee prior to the start of the special event for (without limitations) the plans described below.
- (d) The city, by approving such plans, assumes no liability or responsibility therefor.
- (e) In addition to the application, each applicant shall submit the following detailed plans:
- (1) Facilities. A comprehensive set of plans and specifications relating to all temporary facilities to be constructed or utilized for the special event. All required permits relating to the temporary use of real property, buildings and structures must be obtained from the building inspections department.
 - (2) Fire protection. A comprehensive plan for prevention of fires and for adequate protection of persons and property in the event of a fire, including, without limitation, adequate exits, fire extinguishers, and adequate access for fire trucks and emergency vehicles. The fire protection plan shall be coordinated through and approved by the city fire department.
 - (3) Food and beverage service. A comprehensive plan to provide food and beverage concessions. The city's code enforcement department shall approve the plan.
 - (4) Emergency medical service. A comprehensive plan to provide adequate emergency medical services at the event.
 - (5) Parking, assembly or disassembly of parade participants. A comprehensive plan to provide adequate parking for the proposed event, including written permission by all of the owners of

land to be used for the event.

- (6) Police protection. A comprehensive plan providing for adequate safety, security, traffic and crowd control in connection with the event. The plan shall be coordinated through and approved by the city police department.
- (7) Promotional. If applicable, a comprehensive plan to promote, market, and advertise the event. Signs and banners shall be permitted through the building inspection department.
- (8) Sanitation plan. A comprehensive plan to ensure that the highest standards of cleanliness and sanitation are maintained at the event including adequate restroom facilities and appropriate refuse containers to accommodate refuse generated by its patrons and operations and a plan to empty the containers frequently so as to prevent overflow.
- (9) Emergency services staffing plan. Emergency medical service, police protection, and fire protection levels as deemed necessary to ensure safety for the event by the police chief, the fire chief, or their designee, at the applicant's expense.

(Ordinance adopting 2024 Code)

§ 4-23. Approval or denial of special event permit.

The special event permit coordinator shall make a recommendation to the acting city manager regarding the approval of the special event permit. The acting city manager shall then approve or disapprove the special event permit. If approved, the special event permit coordinator shall issue the special event permit to the applicant.

(Ordinance adopting 2024 Code)

§ 4-24. Appeal of denial of special event permit.

If the special event permit is disapproved, the applicant may appeal such decision to the city council. An appeal fee as currently established or as hereafter adopted by resolution of the city council from time to time shall be paid to the city prior to the city council hearing the appeal to partially defer the administrative costs of handling the appeal. If the city council approves the application for the special event permit, the special event permit coordinator shall then issue the special event permit to the applicant.

(Ordinance adopting 2024 Code)

§ 4-25. Indemnification.

An applicant for a special event permit must execute a written agreement to indemnify the city and its officers and employees against all claims of injury or damage to persons or property, whether public or private, arising out of the special event. This indemnification shall include the following statement:

"Licensee shall defend, protect and keep city forever harmless and indemnified against and from any penalty, or any damage, or charge, imposed for any violation of any law, ordinance, rule or regulations arising out of the use of the property by the licensee, whether occasioned by the neglect of licensee, its employees, officers, agents, contractors, or assigns or those holding under licensee. Licensee shall at all times defend, protect, and indemnify and it is the intention of the parties hereto that licensee hold city harmless against and from any and all loss, cost, damage, or expense, including attorney's fees, arising out of or from any accident or other occurrence on or about the property causing personal injury, death or property damage resulting from use of property by licensee, its agents, employees, customers and invitees, except when caused by the negligence or willful misconduct of the city, its officers, employees or agents, and only then to the extent of the proportion of any fault determined against city for its willful misconduct. Licensee shall at all times defend, protect, indemnify and hold city harmless against and from any and all loss, cost, damage, or expense, including attorney's fees, arising out of or from any and all claims or causes of action resulting from any failure of licensee, its officers, employees, agents, contractors or assigns in any respect to comply with and perform all the requirements and provisions hereof."

(Ordinance adopting 2024 Code)

§ 4-26. Offenses.

A person commits an offense if he or she knowingly:

- (1) Commences or conducts a special event without the appropriate permits or fails to comply with all directions and conditions of such permit and all applicable laws and ordinances;
- (2) Conducts a special event without the appropriate permits or fails to comply with any requirement or condition of a permit or this article.

(Ordinance adopting 2024 Code)

Chapter 28

PEDDLERS, SOLICITORS AND ITINERANT MERCHANTS

	ARTICLE I	§ 28-25.	Bond.
	IN GENERAL	§ 28-26.	Fee.
§ 28-1.	Definitions.	§ 28-27.	Revocation of permit.
§ 28-2.	through § 28-20. (Reserved)	§ 28-28.	Appeals.
		§ 28-29.	Permit must be displayed.
	ARTICLE II	§ 28-30.	General regulations.
	PERMIT	§ 28-31.	Peddling or solicitation from vehicle.
§ 28-21.	Required.	§ 28-32.	Authority of municipal court judge.
§ 28-22.	Permit application.		
§ 28-23.	Contents of application.	§ 28-33.	Penalty.
§ 28-24.	Investigation of applicant.	§ 28-34.	Exemptions.

ARTICLE I IN GENERAL

§ 28-1. Definitions.

The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where context clearly indicates a different meaning:

Canvasser means a person who attempts to make personal contact with a resident at his/her residence without prior specific invitation or appointment from the resident, for the primary purpose of:

- (1) Attempting to enlist support for or against a particular religion, philosophy, ideology, political party, issue or candidate, even if incidental to such purpose the canvasser accepts the donation of money for or against such cause; or
- (2) Distributing a handbill or flyer advertising a noncommercial event or service.

Handbill means any printed or written matter, any sample or device, dodger, circular, leaflet, pamphlet, paper, booklet, or any other printed or otherwise reproduced original or copies of any manner.

Itinerant vendor or hawker means a person who sets up and operates a temporary business on privately owned property, whether improved or unimproved, in the city, soliciting, selling, or taking orders for, or offering to sell or take orders for any goods or services. A temporary business is one that continues for 45 days or less; and exists whether solicitation is from a stand, vehicle, or freestanding.

Peddler means a person who attempts to make personal contact with a resident at his/her residence without prior specific invitation or appointment from the resident, for the primary purpose of attempting to sell a good or service. A "peddler" does not include a person who distributes handbills or flyers for a commercial purpose, advertising an event, activity, good or service that is offered to the resident for purchase at a location away from the residence or at a time different from the time of visit. Such a person is a "solicitor."

Solicitor means a person who attempts to make personal contact with a resident at his or her residence without prior specific invitation or appointment from the resident, for the primary purpose of:

- (1) Attempting to obtain a donation to a particular patriotic, philanthropic, social service, welfare, benevolent, educational, civic, fraternal, charitable, political or religious purpose, even if incidental to such purpose there is the sale of some good or service; or
 - (2) Distributing a handbill or flyer advertising a commercial event or service.
- (2008 Code, sec. 112.01; Ordinance 2013-015, sec. 1, adopted 2/18/2013)

§ 28-2. through § 28-20. (Reserved)

ARTICLE II PERMIT

§ 28-21. Required.

No person shall act as a peddler, hawker, or solicitor within the city without first obtaining a permit in accordance with this chapter. A canvasser is not required to have a permit but any canvasser wanting a permit for the purpose of reassuring city residents of the canvasser's good faith shall be issued one upon request.

(Ordinance 2013-015, sec. 2, adopted 2/18/2013)

§ 28-22. Permit application.

- (a) Any person or organization (formal or informal) required or permitted to obtain a permit pursuant to section 28-21 may apply for one or more permits by completing an application form at the office of the city secretary containing the information detailed in section 28-23, during regular office hours.
- (b) The permit shall be issued promptly after application but in all cases within 30 days of completion of an application, unless it is determined within that time that:
 - (1) An investigation reveals that the applicant or the applicant's employer, principal or organization falsified information on the application;
 - (2) Within ten years preceding the date of application, the applicant or the applicant's employer, principal or organization has pleaded guilty or nolo contendere to, or has been convicted of, a felony or misdemeanor involving fraud, deceit, theft, embezzlement, burglary, larceny, fraudulent conversion, misrepresentation, or misappropriation of property;
 - (3) Within ten years preceding the date of application, a civil judgment or administrative decision involving fraud, deceit, theft, embezzlement, burglary, larceny, fraudulent conversion, misrepresentation, or misappropriation of property has been entered or ordered against the applicant or the applicant's employer, principal or organization;
 - (4) The applicant provided no proof of authority to act on behalf of the employer, principal or organization;
 - (5) The type of activity requires a bond, and the applicant or the applicant's employer, principal or organization has not complied with the bond requirements; or
 - (6) The application does not contain the information or documents required by section 28-23.
- (c) The denial and the reasons for the denial shall be noted on the application, and the applicant shall be notified of the denial by notice mailed to the applicant and the applicant's employer, principal or organization at the address shown on the application or the last known address. The notice of denial shall be mailed within 30 days of the receipt of the application.

(Ordinance 2013-015, sec. 2, adopted 2/18/2013)

§ 28-23. Contents of application.

- (a) The applicant (person or organization) shall provide the following information for each permit requested:
 - (1) Name of applicant;

- (2) Number of permits required;
 - (3) The name, physical description and photograph of each person for which a permit is requested. In lieu of this information, a driver's license, state identification card, passport, or other government-issued identification card (issued by a government within the United States) containing this information may be provided, and a photocopy taken. If a photograph is not supplied, the city will take an instant photograph of each person for which a permit is requested at the application site. The actual cost of the instant photograph will be paid by the applicant;
 - (4) The permanent and (if any) local address of the applicant;
 - (5) The permanent and (if any) local address of each person for whom a permit is requested;
 - (6) A brief description of the proposed activity related to this permit. (Copies of literature to be distributed may be substituted for this description at the option of the applicant);
 - (7) Date and place of birth for each person for whom a permit is requested;
 - (8) The motor vehicle make, model, year, color, and state license plate number of any vehicle which will be used by each person for whom a permit is requested;
 - (9) The name of the immediate last preceding three municipalities in which the applicant conducted similar activities;
 - (10) The approximate time period within which the activity is to be made, stating the date of the beginning of the activity, its projected conclusion and the proposed dates and times of the activity;
 - (11) Whether the applicant, upon any order obtained, will demand, accept or receive payment or the deposit of money in advance of final delivery, and if so, a copy of the bond required by section 28-25;
 - (12) If the applicant, or the applicant's employer or principal, has pleaded guilty, or nolo contendere to, or has been convicted of a felony or misdemeanor involving fraud, deceit, theft, embezzlement, burglary, larceny, fraudulent conversion, misrepresentation, or misappropriation of property within ten years preceding the date of application, a description of each such conviction or plea, the name of the court and jurisdiction in which the complaint or indictment was filed and the date of the offense;
 - (13) If the applicant, or the applicant's employer or principal is a person against whom a civil judgment or administrative decision based upon fraud, deceit, theft, embezzlement, burglary, larceny, fraudulent conversion, misrepresentation, or misappropriation of property has been entered or ordered within ten years preceding the date of application, a description of any judgment or action, the case or cause number, if any, and the court or administrative agency that rendered the judgment or decision; and
 - (14) If the activity is to be conducted on behalf of a nonprofit organization, proof of such status shall be attached to the application.
- (b) If a permit is requested for a peddler:
- (1) The name and permanent address of the business offering the event, activity, good or service (i.e., the peddler's principal);

- (2) A copy of the principal's sales tax license as issued by the state, provided that no copy of a sales tax license shall be required of any business which appears on the city's annual report of sales tax payees as provided by the state comptroller's office; and
 - (3) The location where books and records are kept of sales which occur within the city and which are available for city inspection to determine that all city sales taxes have been paid.
- (c) If a permit is requested for a solicitor or canvasser:
- (1) The name and permanent address of the organization, person, or group for whom donations (or proceeds) are accepted; and
 - (2) The web address for this organization, person, or group (or other address) where residents having subsequent questions can go for more information.
- (Ordinance 2013-015, sec. 2, adopted 2/18/2013)

§ 28-24. Investigation of applicant.

- (a) It shall be the duty of the city secretary to investigate each person that has made an application for a permit.
 - (b) Upon completion of the investigation, the city secretary shall issue or refuse to issue a permit. All permits issued shall be valid for a period of one year, unless revoked sooner.
- (Ordinance 2013-015, sec. 2, adopted 2/18/2013)

§ 28-25. Bond.

- (a) Applicants who require cash deposits or advance payments for future delivery of goods or for services to be performed in the future or who require an agreement to finance the sale of goods for future delivery or for services to be performed in the future, shall furnish to the city a bond with the application in the amount determined in subsection (b), signed by the applicant and a surety company authorized to do business in the state:
 - (1) Conditioned upon the final delivery of goods or services in accordance with the terms of any order obtained;
 - (2) To indemnify purchasers for defects in material or workmanship that may exist in the goods sold and that are discovered within 30 days after delivery; and
 - (3) For the use and benefit of persons, firms, or corporations that may make a purchase or give an order to the principal of the bond or to the agent or employee of the principal of the bond.
 - (b) Such bond shall be in the sum as currently established or as hereafter adopted by resolution of the city council from time to time and shall remain in full force and effect for the entire duration of the permit.
- (Ordinance 2013-015, sec. 2, adopted 2/18/2013)

§ 28-26. Fee.

- (a) The fee for the issuance of each permit shall be:
 - (1) For a peddler acting on behalf of a merchant a fee of \$75.00 with more agents, in addition will be \$10.00 for each agent.

(2) For a canvasser requesting a permit, no fee shall be charged.

(b) A nonprofit organization or a solicitor acting on behalf of a nonprofit organization is exempt from payment of the application fee and the bond requirement set forth in section 28-25.

(Ordinance 2013-015, sec. 2, adopted 2/18/2013)

§ 28-27. Revocation of permit.

A permit issued pursuant to this chapter may be revoked or suspended by the city secretary, after notice and hearing, for any of the following reasons:

(1) Fraud, misrepresentation, or false statement contained in the application for a permit;

(2) Fraud, misrepresentation, or false statement made by a peddler, hawker, or solicitor in the course of conducting his activities;

(3) A plea or conviction of a crime described in section 28-23(a)(12);

(4) A judgment involving a matter described in section 28-23(a)(13);

(5) The type of activity requires a bond, and the bond requirements have not been complied with or the bond has expired or is no longer valid; or

(6) A violation of any of the regulations set forth in this chapter.

(Ordinance 2013-015, sec. 2, adopted 2/18/2013)

§ 28-28. Appeals.

(a) A person who is denied a permit or whose permit is revoked or suspended by the city secretary may appeal the decision to the municipal court by filing notice of appeal with the clerk of the municipal court within ten days after the notice of the decision is mailed to the address indicated on the application or the last known address.

(b) Within ten days of the receipt of the notice of appeal, the clerk of the municipal court shall set a time and place for a hearing on the appeal which shall be not later than 40 days from the date of receipt of the notice of appeal.

(c) Notice of the time and place of the hearing shall be delivered to the person by mail, sent to the address indicated on the application or the last known address of the appellant.

(d) The decision of the municipal court on the appeal is final. No other administrative procedures are provided by the city.

(Ordinance 2013-015, sec. 2, adopted 2/18/2013)

§ 28-29. Permit must be displayed.

(a) The permit shall be worn constantly in a conspicuous place by the permit holder while conducting peddler, hawker, or solicitor activities in the city. A person commits an offense if the person engages in peddler, hawker, or solicitor activities and fails or refuses to show or display the permit upon the request of any person.

(b) A permit shall be used only by the peddler, hawker, solicitor, or canvasser for whom it was issued and may not be transferred to another person. A person commits an offense if the person wears or

displays a permit issued to another person.

- (c) A person who uses a vehicle in conducting peddler or solicitor activities shall post a sign located in a conspicuous place on or in the window of the vehicle, identifying the name of the person, company or organization that the person represents. If the name is an individual person, it must be followed by the word "solicitor." The lettering on the sign must be at least two and one-half inches high. A person commits an offense if the person violates this subsection.

(Ordinance 2013-015, sec. 2, adopted 2/18/2013)

§ 28-30. General regulations.

- (a) A person commits an offense if the person acts as a peddler, hawker, or solicitor at a residence:
- (1) Before 8:00 a.m. or 30 minutes after sunrise, whichever is later; or
 - (2) After dark or 8:00 p.m., whichever is earlier on a given day.
- (b) A person commits an offense if the person acts as a peddler, hawker, solicitor, or canvasser at a premises with a posted notice that such activity is not welcomed or invited. It shall be presumed that there is notice that peddler, hawker, solicitor or canvasser activity is not welcomed or invited when there is exhibited in a conspicuous place on or near the main entrance of the premises, a sign, not less than four inches by three inches in size, containing the words "NO SOLICITORS," "NO TRESPASSING," or words of similar meaning in letters not less than two-thirds of one inch in height.
- (c) A person who is not the owner or tenant of a premises commits an offense if the person removes, defaces or otherwise renders illegible a sign placed by the owner or tenant of the premises pursuant to subsection (b).
- (d) A person commits an offense if the person acts as a peddler, hawker, solicitor, or canvasser and remains or lingers on premises after being informed by the owner or tenant that they are not welcome.
- (e) A person commits an offense if the person acts as a peddler, hawker, solicitor, or canvasser in an aggressive or intimidating manner. The term "aggressive or intimidating manner" means:
- (1) Blocking the path of a person who is the object of the activity; or
 - (2) Following behind, ahead of or alongside a person who walks away from the solicitor after being solicited, approached, accosted or offered a handbill, leaflet or any other item.
- (f) A person commits an offense if the person acts as a peddler, hawker, solicitor, or canvasser and distributes, deposits, places, throws, scatters, or casts a handbill at a residence except by:
- (1) Handing or transmitting the handbill directly to the owner or occupant then present in or upon the premises; or
 - (2) Without using adhesive or tape, placing or depositing the handbill in a manner that secures the handbill and prevents it from being blown away, except that mailboxes may not be used when the use is prohibited by federal postal laws or regulations.
- (g) A person commits an offense if the person secures a handbill at a residence in the manner described by subsection (f)(2):
- (1) In a place that is more than five feet from the front door of the residence; or

- (2) When another handbill has already been left or secured at the residence and has not been removed from the outside of the residence.

(Ordinance 2013-015, sec. 2, adopted 2/18/2013)

§ 28-31. Peddling or solicitation from vehicle.

- (a) A person commits an offense if the person acts as a peddler, hawker, or solicitor using a vehicle and:
 - (1) The peddling, hawking, or solicitation is conducted at a location within the right-of-way of any street or highway in the city which is designated as a highway or freeway, major or minor arterial on the city's thoroughfare plan; or
 - (2) The person stops the vehicle within a roadway to conduct business before the vehicle has been approached, called, or waived down by a prospective customer.
- (b) A person commits an offense if the person acts as a peddler, hawker, or solicitor using a vehicle upon any street or highway within the city in a manner that blocks or impedes access to or from any alley, street or driveway, or impedes the flow of traffic on any public street or highway.

(Ordinance 2013-015, sec. 2, adopted 2/18/2013)

§ 28-32. Authority of municipal court judge.

A municipal court judge, in addition to imposing a fine for violation of any provision of this chapter, may institute proceedings to suspend or revoke the permit of a person if the person is required by law to obtain a permit from the city and the judge finds the person guilty of violating a city ordinance relating to peddlers, solicitors or itinerant merchants.

(Ordinance 2013-015, sec. 2, adopted 2/18/2013)

§ 28-33. Penalty.

- (a) Any person violating any of the provisions of this chapter shall be deemed guilty of a misdemeanor, and upon conviction thereof shall be fined not more than \$500.00 for each offense. Each attempted or completed act as a peddler, hawker, solicitor, or canvasser shall constitute a separate and distinct offense.
- (b) In case of any willful violation of any of the terms and provisions of this chapter, the city, in addition to imposing the penalties provided in subsection (a), may institute any appropriate action or proceeding in any court having proper jurisdiction, to restrain, correct or abate such violations; and the definition of any violation as a misdemeanor shall not preclude the city from invoking the civil remedies given it by the laws of the state.
- (c) The court trying a civil or criminal cause under subsections (a) or (b) shall have the right and power upon judgment or conviction of any person for violation of any of the provisions of this chapter to decree and to make as a part of the judgment or conviction in such cause the forfeiture of the permit required by this chapter. When a permit is forfeited in this manner, no further permit shall be issued to that person for one year from the date of judgment or conviction.

(Ordinance 2013-015, sec. 2, adopted 2/18/2013)

§ 28-34. Exemptions.

- (a) This chapter does not apply to:

- (1) The activity of a person with an appointment calling upon or dealing with manufacturers, wholesalers, distributors, brokers or retailers at their place of business and in the usual course of business;
 - (2) The activity of a person acting at the request or invitation of the owner or occupant of a residence;
 - (3) Sales made under the authority of and by judicial order; or
 - (4) The activity of a government employee acting within the course and scope of their official duties serving, delivering or posting official notices including notices of code violations, water restrictions, utility outages, burn bans, special event impacts or security issues.
- (b) It shall be an affirmative defense to prosecution for any offense under this chapter that the activity of the defendant is listed in subsection (a).
- (Ordinance 2013-015, sec. 2, adopted 2/18/2013)

§ 32-7. Displaying or selling merchandise on street or right-of-way.

No person shall store or display any merchandise or other item or sell any merchandise on or in any public street or public street right-of-way within the city.

(2008 Code, sec. 96.07; Ordinance 99-009 adopted 10/26/1998)

(i) Mobile food vendors.

(1) Vehicle requirements.

- a. All mobile food units shall be readily identifiable by business name, printed in bold letters not less than three inches in height, not less than one and one-half inches in width, permanently affixed, and prominently displayed upon at least two sides of the unit.
- b. All mobile food units shall maintain a current state motor vehicle inspection sticker and a current Texas motor vehicle license plate registration sticker.
- c. All mobile food units must be readily moveable (capable of moving immediately upon the request of the code enforcement officer).
- d. Mobile food vendors who only sell prepackaged goods on their mobile food units shall not remain parked in one location for longer than three hours. No time restriction shall apply for mobile food vendors who prepare food on their mobile food unit.

(2) Restroom access and trash receptacles. Mobile food vendors who prepare food on their mobile food unit shall:

- a. Provide one or more trash receptacles for disposal of waste from customers, and shall provide for the disposal of such waste; and
- b. Provide access to restroom facilities for customers within 300 feet of the mobile food unit.

(Ordinance 2015-005, sec. 1, adopted 4/20/2015)

CITY OF ALVARADO

FEE SCHEDULE

19.00 Peddlers, Vendors, and Itinerant Vendors License

The fee for an itinerant vendor's license shall be twenty-five dollars (\$25.00).

Bond Required

(a) If the application shows the applicant is to take orders for future delivery, he shall give bond signed as surety by some surety company authorized to do business in Texas, conditioned for the final delivery of goods or services in accordance with the terms of such order obtained and also conditioned to indemnify any and all purchases or customers for any and all defects in material or workmanship that may exist in the articles sold by the principal in such bond, at the time of delivery, that may be discovered by such purchaser or customer within thirty (30) days after delivery. Such bond shall be in the sum of not less than one thousand dollars (\$1,000.00) and shall remain in full force and effect for the entire duration of the license permit.

(b) Any bona fide charitable, religious, educational, or philanthropic organization or any person engaged in interstate commerce shall not be required to give a surety bond even though orders may be taken for future delivery.

19A.00 Food Establishments

The following fee schedule applies to permits issued to food establishments:

- | | | |
|----|---|--------------|
| 1. | Cost of service for permanent food establishment permit | \$425.00 yr. |
| 2. | Cost of service for mobile food vendor (hot and cold) truck and seasonal vendor. | \$225.00yr. |
| 3. | Cost of service for public swimming pool inspections | \$225.00 yr. |
| 4. | Cost of service for each temporary event permit | \$120.00 |
| 5. | Cost of service for each complaint investigation | \$100.00 |
| 6. | Hourly cost of service for consultation outside of the aforementioned scope of services: Health Plan review, Health Final and CO inspections and/or for more than one re-inspection | \$150.00 hr. |

20.00 Circus, Parade, Carnival, Tent Show, Special Event Permit

The fee for a permit required under 4-1 thru 4-26 of this Code shall be as follows:

Circus/Carnival/Tent Show	\$500.00
Parade	\$ 25.00
Other event	\$ 25.00
Electrical usage fee	\$ 25.00 per day
Traffic barricades delivery and set-up	\$ 25.00
After hours barricade set-up per city employee	\$ 20.00 per hour
Special Event Sign Permit Fee	\$ 50.00



City Council Meeting Management Report

Meeting Date: February 17, 2025

Contact: Anthony Tucker

AGENDA ITEM:

Consideration and guidance on the Alvarado Downtown Square Planting Project.

BACKGROUND & FINDINGS:

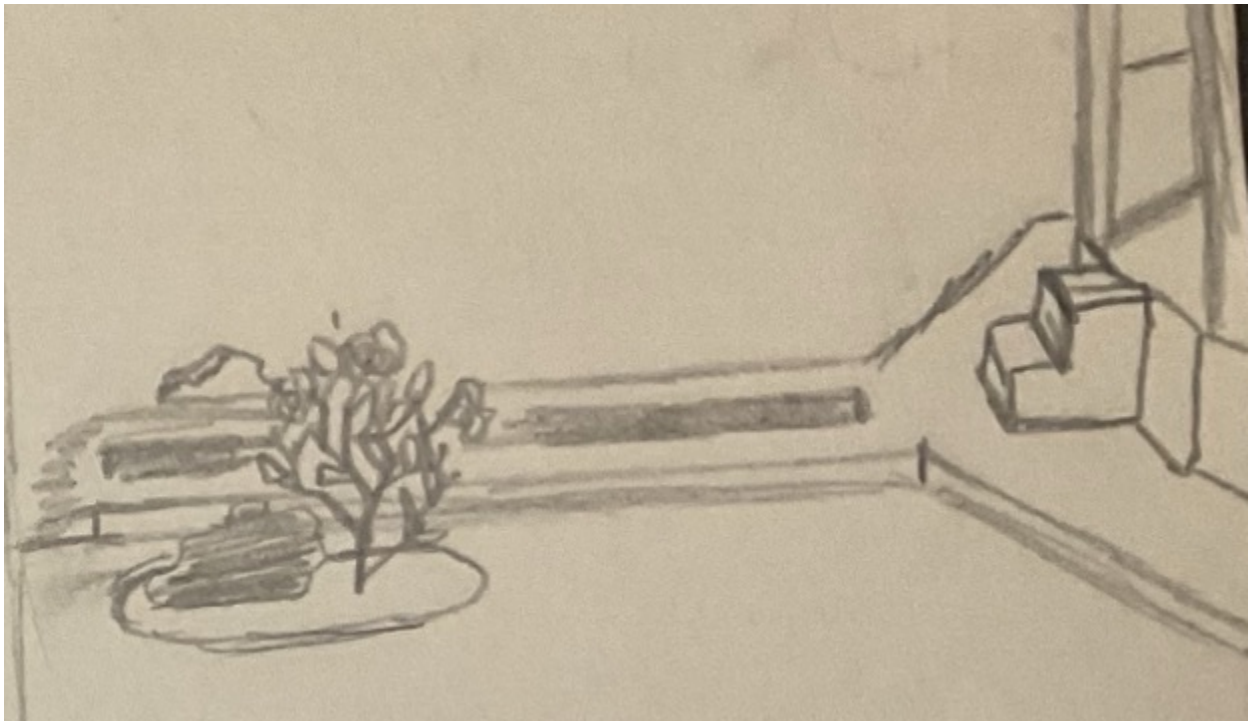
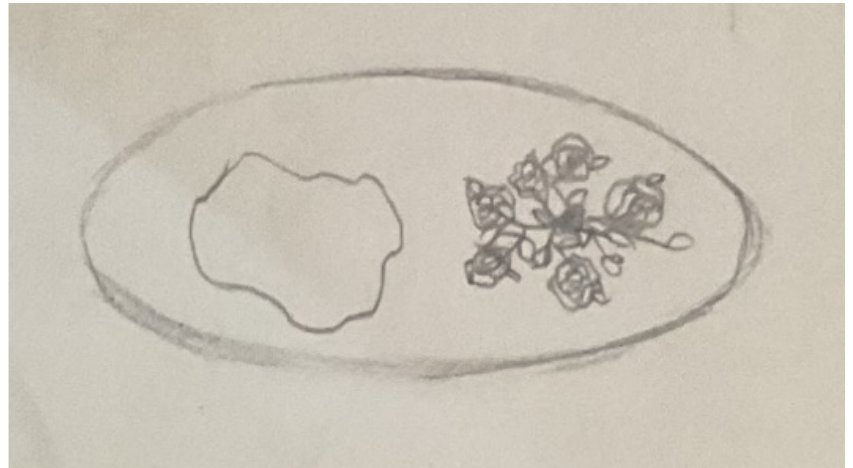
Future plan for The Square planting project. Costs not available yet. Guidance needed to get quotes for materials and/or contractor's costs.

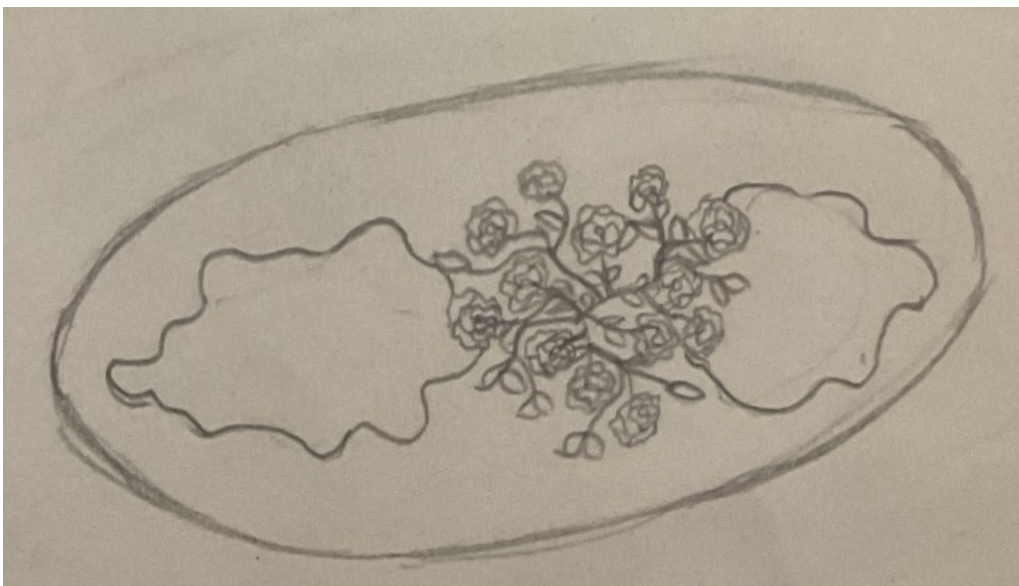
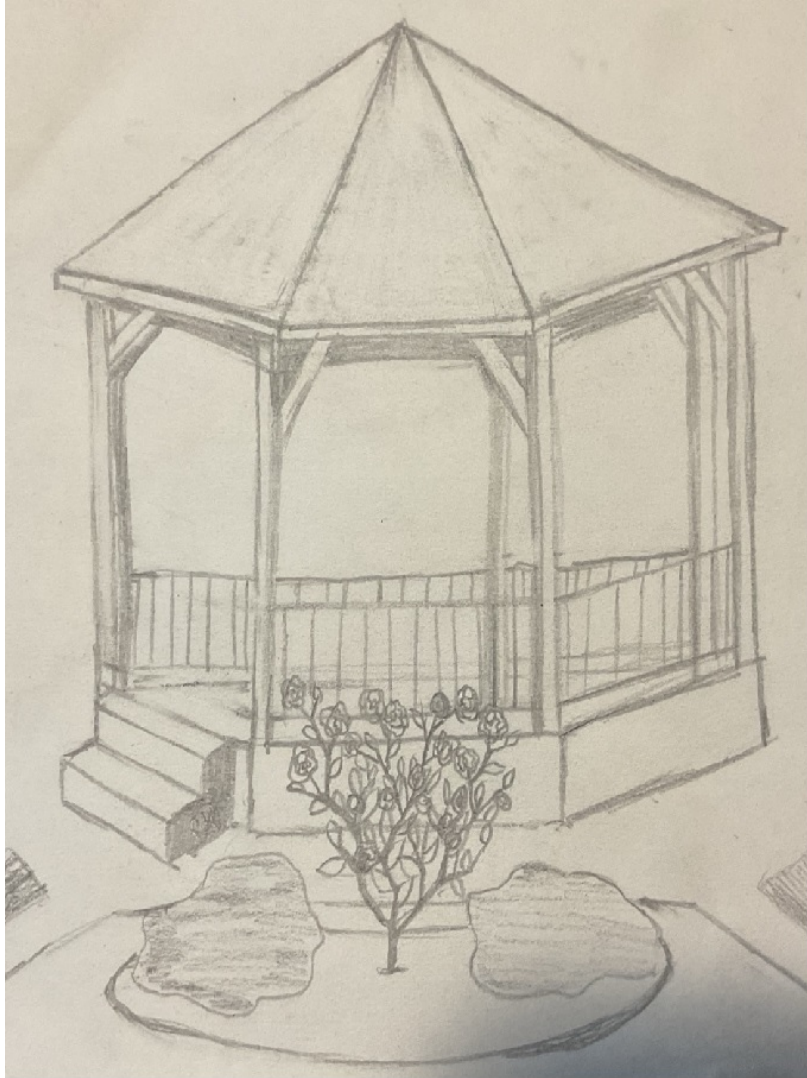
FINANCIAL IMPACT

N/A

MANAGEMENT REVIEW:

Paul DeBuff, City Manager







City Council Meeting Management Report

Meeting Date: February, 17, 2025

Contact: Donielle Suber, Administrative Services Director

AGENDA ITEM:

Presentation and discussion regarding the Council Chamber sign/plaque.

BACKGROUND AND FINDINGS:

In September 2024, the Alvarado City Council approved \$100,000 for upgrades to City Hall and the Council Chamber. From December 2024 through January 2025, City Hall received a refresh consisting of paint, a wood panel accent wall, countertops, and flooring.

As part of this project, the existing plaque (featuring an outdated City of Alvarado logo) was removed to install wood paneling behind the Council Chamber dais, and the plaque was not reinstalled due to the City Council's request for an updated sign/plaque. Therefore, staff proposes updating the Council Chamber plaque with either the current logo or a seal-style sign/plaque (similar to the one featured on the front doors of City Hall). In addition, staff provides five (5) different options, with quotes, for the City Council to consider as a replacement for the existing plaque. These varying options are as follows:

- **Option 1:**
 - *Flat Acrylic Sign*
 - *Most cost-effective option.*
 - *\$413, plus installation fees (\$300).*
 - *Approximately 7-10 weeks for creation and installation.*
- **Option 2:**
 - *Layered Acrylic Sign*
 - *Semi cost-effective option.*
 - *\$863, plus installation fees (\$300).*
 - *Approximately 7-10 weeks for creation and installation.*
- **Option 3:**
 - *High-Density Urethane (HDU) Coated Form Sign*
 - *High-Density Urethane is a foam-like lightweight material, coated in metal.*
 - *\$1,513, plus shipping and installation, as this option is not a local company.*
 - *Approximately 12 weeks for creation and delivery.*

- **Option 4:**
 - *Standard Die-Cast Bronze Plaque*
 - *This is a very heavy, metal material and made to last.*
 - *The artwork would be raised, but it is not sculpted.*
 - *\$3,795, plus installation fees (\$300).*
 - *Approximately 7-10 weeks for creation and installation.*
- **Option 5:**
 - *Sculpted Bronze Plaque*
 - *This is a very heavy metal material with the most detailing.*
 - *This plaque is heavy-duty and made to last.*
 - *The artwork would be raised but rounded.*
 - *\$6,275, plus installation (\$300).*
 - *Approximately 7-10 weeks for creation and installation.*

FINANCIAL IMPACT:

The new sign/plaque will cost between \$413 and \$6275, and up to approximately \$2,000 is budgeted as part of this renovation project.

MANAGEMENT REVIEW:

Paul DeBuff, City Manager

ATTACHMENTS:

Quotes:

- Art SignWorks, Inc. for Option 3
- FastSigns for Options 1,2,4 & 5

Art SignWorks, Inc.
41785 Elm St, Suite 302 Murrieta, CA 92562
info@artsignworks.com
(951) 698-8484

www.artsignworks.com; www.woodmetalplaques.com; www.artsignworks.net



Quote 34464 #1

City Seal

SALES REP INFO
Liz Olson-Skadal
Project Coordinator
elizabeth@artsignworks.com
(951) 698-8484

QUOTE DATE
Mon, 12/30/2024
QUOTE EXPIRY DATE
Wed, 01/29/2025
TERMS
50% Deposit / 50% Shipping

REQUESTED BY
City of Alvarado

CONTACT INFO
Mikaela Hall
hallm@cityofalvarado.org
(817) 790-3351 x 137

#	ITEM	QTY	UOM	U.PRICE	TOTAL (EXCL. TAX)	TAXABLE
1	24" Metal-Coated HDU Seal (1) 24" x 24" x 1.5" HDU **Single-Sided **Carved in 3D Bas-Relief **Brass-Coated, Choice of Painted Background **Z-Clip for Mounting	1	Each	\$1,445.00	\$1,445.00	Y
2	Shipping fee - UPS Crated, Ground Service	1	Each	\$68.00	\$68.00	N

Subtotal:	\$1,513.00
Sales Tax (0%):	\$0.00
Total:	\$1,513.00

Downpayment (50.0 %)

\$756.50

SIGNATURE:

DATE:

Created Date: 1/27/2025

DESCRIPTION: Seal options for interior office wall

Bill To: City of Alvarado
104 W. College Ave
Alvarado, TX 76009
US

Pickup At: Fastsigns of Grand Prairie
524 W Interstate 20
Ste 370
Grand Prairie, TX 75052
US

Requested By: Mikaela Hall
Email: hallm@cityofalvarado.org
Work Phone: (817) 790-3351 x 137

Salesperson: Courtney Hooper
Email: courtneyh.2105@fastsigns.com

NO.	Product Summary	QTY	UNIT PRICE	AMOUNT
1	Option 1: 24x24 Circle Acrylic Stand Off Sign with Graphics and Hardware	1	\$413.00	\$413.00
2	Option 2: 24" Diameter Sculpted Plaque Bronze Cast Plaque-Custom Painted Edges-1.5" deep Cast Circle Raised Copy Sand with Random Orbital Border Per Art 1315-Dark Oxide SATIN Painted Unspecified Style Satin Blind: Standard Stud No Rosettes Required PLANT TO DETERMINE DEPTH - AROUND 1.5"-2" SIZE: 24"DIA QTY: 1 JOB: THE STATE OF TEXAS CENTER ART TO BE SCULPTED WITH HAND RUBBED & HIGHLIGHTED FINISH. BORDERS AND TEXT WILL BE RAISED WITH A RANDOM ORBITAL FINISH. BACKGROUND WILL BE SAND TEXTURE PTD 1315 DARK OXIDE.	1	\$6,275.00	\$6,275.00
3	Option 3: 24" Diameter Die Cast Bronze Plaque Cast Round Bronze Plaque Painted Edges-1.5" deep Cast	1	\$3,795.00	\$3,795.00

	Circle Raised Copy-Horizontal Stroke Unspec Texture-Brushed Finish Border Per Art Unspecified Color Unspecified Style Satin Blind: Standard Stud No Rosettes Required . SIZE: 24"DIA QTY: 1 JOB: THE STATE OF TEXAS			
4	Option 4: 24x24 Circle Acrylic Stand Off Sign with Acrylic Dimensional (Layered Acrylic)	1	\$863.00	\$863.00
5	Installation of choice of Option 1, 2, 3 or 4	1	\$300.00	\$300.00
			Subtotal:	\$11,646.00
			Taxes:	\$0.00
			Grand Total:	\$11,646.00

Signature: _____

Date: _____

RESOLUTION NO. R2025-0007

**RESOLUTION BY THE CITY OF ALVARADO, TEXAS, AFFIRMING THE
NOMINATION(S) FOR CANDIDATE(S) FOR THE BOARD OF DIRECTORS
FOR THE CENTRAL APPRAISAL DISTRICT OF JOHNSON COUNTY,
TEXAS.**

**This is to affirm that the City of Alvarado, Texas, on this the 17th day of February
2025, did move and approve the following nomination(s). Furthermore, said
candidate(s) is(are) eligible for election to the Board of Directors of the Central
Appraisal District of Johnson County for the 2025 term.**

NOMINATION(S) _____

VOTING FOR: _____

VOTING AGAINST: _____

Said resolution was moved and approved on this the 17th day of February 2025.

Certified by:

Attest:

Jacob Wheat, Mayor

Beth A. Walls, City Secretary/HRD



CITY COUNCIL MEETING MANAGEMENT REPORT

Meeting Date: February 17, 2025

AGENDA ITEM:

Presentation on Public Improvement Districts (PIDs) from McCall, Parkhurst, & Horton.

BACKGROUND & FINDINGS:

Public Improvement Districts (PIDs) are tools available to landowners, developers, cities, and counties to fund public improvements that benefit the area within the PID boundaries. Additionally, PIDs can be set up to help with continued maintenance of those public improvements and other public facilities that benefit the PID area. PIDs are regulated by state law under Chapter 372 of the Texas Local Government Code.

Public improvements financed and constructed within the PID boundaries serve to promote the construction of single-family units and provide a special benefit to properties within the PID. These public improvements could potentially include the construction of water lines, wastewater lines, storm sewers, paving, parks, public landscaping, recreational amenities, engineering services, financing costs, and administrative & legal services for the PID.

On October 18, 2021, the City Council approved the resolution that established the Lone Oak PID, which consisted of 352.471 acres, and on April 18, 2022, the City Council approved a second resolution expanding the Lone Oak PID by an additional 76.93 acres. This expansion brought the boundaries of the PID area to 429.401 acres. A third resolution was approved adjusting the Lone Oak PID boundaries to accurately reflect the updated legal description and depiction of the property, totaling 428.755 acres, on January 22, 2024.

SECOND AMENDMENT TO MUNICIPAL MATERIALS MANAGEMENT AGREEMENT

This second Amendment to Municipal Materials Management Agreement (the "Amendment") is entered into as of the 14TH day of February, 2025 (the "Effective Date"), by and between Allied Waste Systems, Inc. dba Republic Services of Itasca ("Company"), and City of Alvarado (the "City") (collectively referred to herein as the "Parties" and individually as a "Party").

WHEREAS, the Parties entered into the Municipal Materials Management Agreement for collection and disposal or recycling services on July 1, 2020, as amended on June 14, 2023 by Amendment to Municipal Materials Management Agreement (collectively, the "Agreement"); and

WHEREAS, the Parties desire to amend the Agreement to adjust the notice date to terminate.

NOW, THEREFORE, in consideration of the above premises and of the mutual covenants herein contained and other consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned Parties agree as follows:

1. Amendment to Agreement. Section 6 "Term" is hereby amended to read as follows:

This Agreement begins on the Effective Date and expires five (5) years thereafter but shall automatically renew for successive five-year periods (the "Term") unless either party provides written notice of non-renewal at least ninety (90) days prior to the expiration of the then current Term, or unless otherwise terminated in accordance with the terms of this Agreement.

2. Effect of Amendment. All other terms and conditions of the Agreement, with the exception of the terms modified by this Amendment, shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have signed these presents for the purposes herein contained the day and year stated above.

Company:

**Allied Waste Systems, Inc.
d/b/a Republic Waste Services of Itasca**

Nick Babcock

Name: Nick Babcock

Title: General Manager

City:

City of Alvarado

Paul DeBuff, City Manager



City Council Meeting Management Report

Meeting Date: February 17, 2025

Contact: Hillary Cromer

AGENDA ITEM

Consideration and action to authorize the City of Alvarado to proceed with necessary environmental and structural remediation efforts, including the abatement of asbestos, remediation of mold, and demolition, for the Economic Development Corporation's (EDC) property located at 201 E. College Avenue; and to authorize the expenditure of the City funds for the cost of the work and for the City to accept reimbursement from the EDC for fifty percent (50%) of the cost of the work, up to a maximum amount of \$30,000.

BACKGROUND & FINDINGS

The property at 201 E. College Avenue, owned by the Alvarado Economic Development Corporation (EDC), has been deemed structurally unsound due to prolonged deferred maintenance. Environmental concerns, including asbestos, mold, and significant water damage, have rendered the building unsafe for occupancy. An engineering and environmental assessment concluded that the cost of renovation would far exceed the property's value.

Following approval from the EDC Board of Directors on February 10, 2025, the City of Alvarado now seeks City Council ratification to manage and oversee the asbestos abatement, mold remediation, and demolition of the structure. The total project cost is estimated at \$59,265, with expenses shared between the EDC fund and the City's general fund

Contracts with Southside Environmental Services for asbestos abatement and Midwest Wrecking for demolition were approved by the City Council on November 6, 2024.

FINANCIAL IMPACT

The project will cost a total of \$59,265.00.

ATTACHMENTS

Release and Agreement for Demolition

Proposals from:

- Midwest Wrecking Company
- Southside Environmental Services, LLC



WELCOME
817-783-8481

Welcome



COMMERCIAL & INDUSTRIAL DEMOLITION

P.O. Box 161819 • Fort Worth, Texas 76161 • Phone: 817-589-7062 • Fax: 817-590-9536

City of Alvarado
104 W College Ave
Alvarado, TX 76009

September 27, 2024

Attention: Ms. Donielle Suber suberd@cityofalvarado.org

Reference: Senior Living Center, 201 E College St, Alvarado, TX

We propose and agree to furnish all labor, material, equipment and insurance necessary to complete subject work, in accordance with the following:

1. Demolish and remove building including slab and foundations. If drilled piers are encountered, we have allowed for removal to three feet below existing elevation.
2. Remove asphalt pavement and sidewalk.
3. Saw cutting.
4. Rough grade disturbed areas with dirt available on site.
5. We have not included disconnection, capping or re-routing of utility services.

The above listed items of work will be completed for the lump sum amount of Twenty-Nine Thousand, Eight Hundred Forty Dollars (\$ 29,840.00).

Alternate:

1. Install silt fence around the perimeter of disturbed areas.
2. Hydromulch disturbed areas.
3. Excluded the watering after hydromulch.

The above listed items of work will be completed for the lump sum amount of Three Thousand, One Hundred Dollars (\$ 3,100.00).

Thank you for allowing Midwest Wrecking Co. of Texas the opportunity to provide a proposal on this project and please do not hesitate to contact the undersigned if we may be of further assistance.

Sincerely,
Midwest Wrecking Co. of Texas

A blue ink signature of Jacob Grace.

Jacob Grace



1230 N. Houston School Road
Lancaster, Texas 75146
Ph. (214) 755-1633 (862) 579-5717

Sent Via Email
suberd@cityofalvarado.org

September 18, 2024

City of Alvarado
104 W. College Street
Alvarado, TX 76009
(817) 790-3351

Re: Senior Center, 201 E. College Street, Alvarado, TX
Proposal No. 2024-076

Ms. Suber,

Southside Environmental Services, LLC is pleased to submit this proposal for asbestos abatement and disposal services at the property referenced above.

Scope of Work:

- ~ 450 ft² of asbestos containing mastic beneath carpet
- ~ 688 ft² of asbestos containing floor tile and mastic
- ~ 4,460 ft² of asbestos containing drywall walls
- ~ 436 ft² of asbestos containing roof flashing
- ~ 4,460 ft² of asbestos containing drywall walls
- ~ 25' of asbestos containing building expansion caulk
- ~ 120 ft² of asbestos containing window glazing/caulking (demo windows)
- Demo to access asbestos materials
- Remove appliances

Schedule:

Duration will be approximately seven to eight (7 - 8) working days to complete.

Pricing:

Lump Sum (per noted scope of work)\$26,325.00

Exclusions / Clarifications:

- Removal and/or disposal of any other regulated waste from the site that is not specifically noted in the above scope of work are excluded.
- Power and water will be provided by the owner.
- Security during off hours is not included in this proposal price.
- Non acm debris generated will be disposed of by Southside Environmental.
- Appliances will be left with in the building
- Weather proofing or boarding up windows is not included in this proposal.

Terms and Conditions:

- This price includes all labor, materials, equipment, and disposal necessary to complete the noted scope of work in accordance with all local, state, and federal regulations.
- Southside Environmental Services, LLC will retain all salvage rights.
- Progress payments equal to the value of the work completed that performance period will be billed on a monthly billing cycle for completed each billing cycle.
- Payment terms are Net 30 upon receipt of invoice. A service charge will be assessed on late payments at the rate of 10% per month (18% per annum) or the maximum permissible rate by applicable law.
- This pricing will remain valid for a period of **90 calendar days** from this proposal.

The following insurance is included with this proposal:

General Liability:	\$1,000,000	Asbestos Pollution Liability:.....	\$1,000,000
Automobile:	\$ 1,000,000	Texas Workers Compensation:.....	\$1,000,000
Excess Liability.....	\$4,000,000	Umbrella Liability.....	\$4,000,000

Thank you for the opportunity to submit this proposal and look for a favorable response. If the terms of this proposal meet approval, please sign, and return it. Southside will proceed upon written authorization.

Respectfully,



Jason Gibbs
Estimator / Project Manager
Southside Environmental Services, LLC
(469) 387-5828 cell

**** Addendum 1 was received on September 16, 2024 ****

An authorized representative must sign for acceptance of this proposal. No work shall commence until client has executed and returned this agreement. Contracts in excess of \$25,000.00 shall require an AIA A107 Contract Document or Equivalent Contract Form.

Accepted By: _____

Title

Date



Texas Historically Underutilized Business



Small Business Enterprise



Minority Business Enterprise



Disadvantage Business Enterprise

**Release and Agreement for Asbestos Abatement, Mold Remediation, and
Demolition**

This Release and Agreement for Demolition ("Agreement") is hereby made and entered into this 17th day of February 2025, by and between the City of Alvarado, Texas, ("City"), and the Alvarado Economic Development Corporation, ("Owner").

RECITALS

WHEREAS, the Alvarado Economic Development Corporation is the sole owner, free and clear of any outstanding liens, mortgages, and encumbrances of the real property located at and described in the following address, hereinafter referred to as the "Property":

201 E. College Ave., Alvarado, Texas 76009; and

WHEREAS, the City has determined that the building located on the Property is substandard and in violation of the Code of Ordinances, City of Alvarado, Texas ("City Code"); and

WHEREAS, Owner acknowledges that it is entitled to public hearings wherein Owner may present proof of compliance with the City Code; and

WHEREAS, Owner waives its right to public hearings with regard to the substandard structure and acknowledges that the building on the Property is substandard, deteriorated, dilapidated, and in violation of the City Code; and

WHEREAS, Owner desires to have the building removed from the Property and acknowledges that removal is for the betterment of the public's health, safety, and welfare; and

WHEREAS, Owner acknowledges that it is the primary responsibility of Owner to demolish the substandard building on the Property; and

WHEREAS, Owner desires for the City to demolish the building, remove all demolition debris, and grade the site at the Property; and

WHEREAS, the City is willing to complete necessary environmental and structural remediation efforts, including asbestos abatement, mold remediation and demolition of the building to be conducted by a contractor chosen by the City.

NOW, THEREFORE, Owner and City agree as follows:

AGREEMENT

1. **Recitals True and Correct.** The parties agree and acknowledge the recitals stated above are true and correct.
2. **Structure Substandard.** The parties agree and acknowledge that:
 - A. the building located on the Property is substandard, a public nuisance, and a danger to health, safety, and welfare of the residents of the City;
 - B. the building is in a deteriorated and dilapidated condition, and that removal of the building benefits the public's health, safety, and welfare; and
 - C. the building on the Property is in violation of the City Code.
3. **City to Remove Hazardous Structure and Remediate Environmental Hazards.** On or after February 17, 2025, the City may :
 - A. remove the building located on the Property by demolition, asbestos abatement, and mold remediation, with this Agreement serving to document the voluntary consent of Owner;
 - B. perform asbestos abatement and mold remediation as necessary to ensure compliance with applicable environmental and safety regulations prior to or in conjunction with the demolition; and
 - C. dispose of any personal property remaining on the Property in any manner it sees fit.

If the City performs this work, the EDC will reimburse the City for the costs associated with the work.
4. **Owner Certifications, Representations, Warranties.** Owner certifies, represents, and warrants that:
 - A. the building on the Property is vacant;
 - B. Owner waives his/her right to any personal property located on or about the Property, including any personal property located in the building on the Property remaining after February 17, 2025;
 - C. any and all insurance policies covering the Property, the building on the Property, and/or any personal contents contained therein, have been cancelled and are, therefore, no longer in force and effect;
 - D. no liens, mortgages, or other ownership(s) exist concerning the Property;

- E. to the best of Owner's knowledge no other person or entity other than Owner is entitled to assert any claims of any kind or character relating to the Property or the personal property; and
- F. there are no hazardous materials located, stored, kept, maintained, or possessed on or about the Property.

Indemnification.

- A. **Owner shall indemnify, release, and hold harmless the City, its officers, employees, and agents, in both their public and private capacities, from any and all claims, suits, liability, demands, judgments, or causes of action, including all expenses, attorney fees, witness fees, cost of defending any such action or claim, or appeals, therefrom, arising in any manner whatsoever from the City's demolition of the building on the Property.**
 - B. **Owner represents that he/she is either the sole owner and interest holder of the Property or has the authority to execute this Agreement on behalf of any other co-owners and/or lienholders of the Property, and agrees to indemnify and defend the City and its officers, employees, and agents from any claims, costs, or damages asserted by any co-owners and/or lienholders of the Property or structure on account of the execution of this Agreement or the enforcement of any of the terms of this Agreement.**
- 5. **Applicable Law.** This Agreement is made and entered into in the State of Texas, and shall be governed by the laws of the State of Texas, with venue in Johnson County.
 - 6. **Agreement Understood, Voluntarily Accepted.** Each party warrants and represents that it has read the terms and conditions of this Agreement, and fully and completely understands and voluntarily accepts such terms and conditions and their final and binding effect.
 - 7. **Entire Agreement.** This Agreement sets forth the entire agreement between the parties, and fully supersedes any and all prior agreements or understandings between the parties pertaining to the subject matter of this Agreement.
 - 8. **Paragraph Headings.** The paragraph headings contained in this Agreement are for convenience only and will in no way enlarge or limit the scope or meaning of the various and several paragraphs.
 - 9. **Severability.** Should any provision of this Agreement be declared or determined to be illegal, invalid, or otherwise unenforceable, the validity of the remaining parts, terms, and provisions hereof will not be affected thereby but such will remain valid

and enforceable, and said illegal or invalid parts, terms, or provisions shall be deemed not to be part of this Agreement.

ALVARADO ECONOMIC DEVELOPMENT CORPORATION

By: _____

Name: _____

Title: _____

Date: _____

CITY OF ALVARADO, TEXAS

By: _____
Jacob Wheat, Mayor

Date: _____

ATTEST:

Beth A. Walls, City Secretary/HRD