REGULAR MEETING OF THE
CITY OF ALVARADO CITY COUNCIL
104 W. COLLEGE
JUNE 16, 2025
6:30 PM
AGENDA

The City Council of the City of Alvarado will meet in a Regular Called Session on Monday, June 16, 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.

EMPLOYEE RECOGNITION:

Jake Brownlow and Brad Hargrove

INTRODUCTION OF NEW EMPLOYEES:

CONSENT AGENDA:

1. Consideration and action to approve the minutes of the May 19, 2025 Regular City Council Meeting. (Walls)

2. Consideration and action to authorize the City Manager to execute an Interlocal Agreement for participation in the Alliance for Innovation (AFI) Purchasing Cooperative. (Suber)
3. Consideration and action to approve Resolution No. R2025-0021 and to authorize the City Manager to execute an Interlocal Agreement regarding participation in the Texas Share Cooperative Purchasing Program. (Suber)
4. Consideration and action to authorize the City Manager to execute an Interlocal Agreement with OMNIA Partners for participation in the OMNIA Partners Cooperative Purchasing Program. (Suber)
5. Consideration and action to authorize the City Manager to execute an Interlocal Agreement with Region 8 Education Service Center for participation in the Texas Interlocal Purchasing System (TIPS) Cooperative Purchasing Program. (Suber)
6. Consideration and action to authorize the City Manager to execute a five-year rental agreement with UBEO Enterprise Printing Solutions for multifunctional printing equipment and managed print services. (Suber)

NEW BUSINESS:

7. Presentation by Heath Haigood representing HUB International regarding recommendations for 2025-26 benefit plans. (Walls)
8. Consideration and action to approve authorizing the City Manager to enter into an agreement with HUB International for 2025-26 benefit plans. (Walls)
9. Presentation by Birkhoff, Hendricks & Carter, L.L.P. for the Water, Wastewater and Stormwater Master Plan update. (Chavarria)
10. Consideration and action to award the bid for 2024 Street and Waterline Improvements Project (Chris Ct., Janis St., Helen St., and Lorie St.) for construction and authorize the City Manager to negotiate and execute a contract. (Chavarria)
11. Consideration and possible action on a resolution of the City of Alvarado, accepting the petition for annexation of a portion of a tract of land out of the McKinney & Williams Survey, approximately addressed at 6565 CR 604, being 60.575 acres, more or less, located in the extraterritorial jurisdiction of the City of Alvarado in Johnson County, Texas, and setting an annexation schedule and public hearing. (French) (Millis Transfer)

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:

- Any item on the agenda.
- Negotiations and potential eminent domain action for the acquisition of real property for the construction and maintenance of public roadway and utility improvements for 100 N. Parkway to serve existing and new development in the City and for other public purposes permitted by law; and
- Negotiations and potential eminent domain action for the acquisition of real property for the construction and maintenance of public roadway and utility improvements for 210 S. Parkway to serve existing and new development in the City and for other public purposes permitted by law; and
- Negotiations and potential eminent domain action for the acquisition of real property for the construction and maintenance of public roadway and utility improvements for 580 S. Parkway to serve existing and new development in the City and for other public purposes permitted by law; and
- Project Green-E-2

- Project Green-S-1

2. § 551.072. Deliberation regarding real property. The City Council may convene in Executive Session to 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 to be acquired for the construction and maintenance of public roadway and utility improvements for the 100 N. Parkway Project to serve existing and new development in the City.
- deliberation regarding the purchase, exchange, lease, or value of real property to be acquired for the construction and maintenance of public roadway and utility improvements for the 210 S. Parkway Project to serve existing and new development in the City.
- deliberation regarding the purchase, exchange, lease, or value of real property to be acquired for the construction and maintenance of public roadway and utility improvements for the 580 S. Parkway Project to serve existing and new development in the City.
- Project Red-C-05
- Project Orange-S-04

RECONVENE TO REGULAR SESSION:

12. Consideration and any action necessary as a result of items legally discussed in Executive Session.
13. Consider the use of eminent domain to condemn property and consider Resolution No. R2025-0023, authorizing the filing of eminent domain proceedings for the purpose of obtaining the necessary real property interests for 100 N. Parkway to serve existing and new development in the City and for other public purposes permitted by law. (DeBuff)
14. Consider the use of eminent domain to condemn property and consider Resolution No. R2025-0024, authorizing the filing of eminent domain proceedings for the purpose of obtaining the necessary real property interests for 210 S. Parkway to serve existing and new development in the City and for other public purposes permitted by law. (DeBuff)
15. Consider the use of eminent domain to condemn property and consider Resolution No. R2025-0025, authorizing the filing of eminent domain proceedings for the purpose of obtaining the necessary real property interests for 580 N. Parkway to serve existing and new development in the City and for other public purposes permitted by law. (DeBuff)
16. Consideration and action to authorize the Economic Development Director and the City Manager to negotiate and execute the purchase of Project Red-C-05 based on terms discussed in Executive Session. (Cromer)
17. Consideration and action to authorize the Economic Development Director and the City Manager to negotiate and execute the purchase of Project Orange-C-04 based on terms discussed in Executive Session. (Cromer)

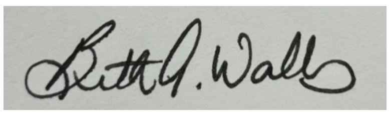
ACCESSIBILITY STATEMENT

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 June 13, 2025 at 6:30 p.m. and remained so posted continuously for at least 72 hours preceding the scheduled time of said meeting.



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

CITY OF ALVARADO
County of Johnson
State of Texas
05/19/2025
City Council Minutes

The City Council of the City of Alvarado met in Regular Called Session on Monday, May 19, 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
Ashley Dierker	City Attorney
Donielle Suber	Director of Administrative Services
Justin French	Community Development Director
Hillary Cromer	Economic Development Director
John Rodgers	Fire Chief
Teddy May	Police Chief
Mike Dwiggins	Public Works Director
Gus Chavarria	City Engineer
Anthony Tucker	Parks Superintendent
Mikaela Hall	Communications Manager

Mayor Jacob Wheat called the meeting to order at 6:30 p.m. and Chief John Rodgers gave the invocation.

PLEDGE OF ALLEGIANCE

PUBLIC COMMENTS:

Jameye Jones – Johnson County Pioneer and Old Settlers Reunion Events: 8/27 Parade at 6:00 p.m. and the Queen Contest at 8:00 p.m. 8/28 Baby Contest at 6:45 p.m. 8/29 Fiddle Contest, registration at 6:00 p.m. 8/30 Honor Ceremony at 4:00 p.m. 8/30 Free Concert.

Marrissa Wheat – Dance Fusion Event: 5/31 at 10:00 a.m. at Alvarado High School.

COUNCIL COMMENTS:

Mayor Jacob Wheat – 3 council members attended the inauguration service of the Shekinah Haitian Seventh day Adventist Church.

Carrie Keeton – 5/17 Alvarado Senior Apartments caught fire and are in need of donations, specifically personal hygiene items, which can be dropped off in the laundry room on site.

INTRODUCTION OF NEW EMPLOYEES:

None.

ANNOUNCEMENTS:

NextGen - Young Professionals Group Presentation by Communications Manager, Mikaela Hall. NextGen is an extension of the Chamber of Commerce that is a group designed for young professionals in the area. The first meeting of NextGen was Tuesday, 5/13. The next meeting will be 6/20, place and time to be determined.

CONSENT AGENDA:

1. **Consideration and action to approve minutes from the 04/21/2025 Special City Council Meeting.**
3. **Consideration and action to install stop signs, establishing a three-way stop at the intersection of N. Friou and E. Patton.**
5. **Consideration and action to approve Resolution No. R2025-0017, authorizing the submission of the Motor Vehicle Crime Prevention Authority Senate Bill 224 grant application to the Texas Motor Vehicle Crime Prevention Authority.**

Lydia Moon pulled items 2 & 4 from the Consent Agenda.

Motion was made by Lydia Moon and seconded by Beverly Short to approve items 1, 3, and 5 of the consent agenda.

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

2. **Discussion, consideration and action on the appointment of board members to the City of Alvarado P&Z Board.**

Nominations: Barbara Fuller, David Gray, Lisa Deese

Motion was made by Lydia Moon and seconded by Carrie Keeton to appoint Barbara Fuller and Lisa Deese as members, and David Gray as an alternate member to the Alvarado P&Z Board.

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

4. **Consideration and action to approve an amendment to the Interlocal Agreement between the City of Alvarado, Texas and Johnson County for the Operation of the Stop the Offender Program (S.T.O.P.) Special Crimes Unit 2024.**

   The STOP Task Force, established in 2006, is a collaborative effort among Johnson County, Alvarado, Burleson, Cleburne, and Joshua to investigate and prosecute major criminal activities, including homicide, sexual assault, and drug-related offenses. While the agreement requires each agency to contribute at least one full-time officer, Alvarado instead provides annual funding of $4,854 due to staffing limitations. The primary change in the updated agreement is the method of selecting the Chairman of the Board, shifting from an automatic appointment of the Johnson County District Attorney to a majority vote by Board members.

   Motion was made by Lydia Moon and seconded by Kevin Thomas to approve an amendment to the Interlocal Agreement between the City of Alvarado, Texas and Johnson County for the Operation of the Stop the Offender Program (S.T.O.P.) Special Crimes Unit 2024.

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

REGULAR BUSINESS:

6. **Swearing in of newly elected Council Members.**
   City staff swore in Council Members Beverly Short and Kevin Thomas.

7. **Consideration and action to appoint one Council Member as Mayor Pro Tem who shall hold office for one (1) year as set forth in section 3.08 of the Alvarado City Charter.**
   Mayor Jacob Wheat nominated Kevin Thomas.

   Motion was made by Lydia Moon and seconded by Cherry Bryant to appoint Council Member Kevin Thomas as Mayor Pro Tem.

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

8. **Consideration and action to approve Resolution No. R2025-0018, affirming the nomination(s) for candidate(s) for the Board of Directors for the Central Appraisal District of Johnson County, Texas.**

Mayor Jacob Wheat nominated David Karney. Lydia Moon nominated Mary Sarver.

Motion was made by Lydia Moon and seconded by Carrie Keeton to approve Resolution No. R2025-0018, affirming the nominations of David Karney and Mary Sarver as candidates for the Board of Directors for the Central Appraisal District of Johnson County, Texas. Nominations:

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

9. **Public hearing, consideration and action on the application of Darryl Tucker on behalf of 275 Alvarado LLC represented Ron Welborn for approval of a zoning change from Agricultural (A) District and Light Manufacturing/Industrial (M-1) District with portions in the Floodplain (FP) Overlay District to Planned Development (PD) District for Garden Home (GH) District uses with portions in the Floodplain (FP) Overlay on approximately 49.85 acres known as a portion of Tracts 20, 21, 22, and 34 of the A. Spiva Survey, A-770, approximately addressed at 804 E. Davis Avenue, with an amendment to the Future Land Use map in the Alvarado Comprehensive Plan and with development plan approval and deviations. (Hillcrest Addition)**

On May 15, 2025, the Planning and Zoning Commission by a vote 3-0 recommended City Council approve the applicant's request to amend the Future Land Use map in the Comprehensive Plan in favor of Medium Density Residential and rezone the subject site to the PD District for GH District uses with portions in the FP Overlay District, and with concept plan approval that deviates the minimum lot width to 35 feet, the minimum lot depth to 90 feet, the minimum side yard setback to 5 feet opposite a zero setback, and the minimum principal dwelling size to 1,200 square feet.

Daryl Tucker, a representative for the development, presented to council.
A resident that owns two homes near the development wanted to know how close the development will be to his property and how the smaller size lots will affect the value of his homes. Daryl assured the resident that the space in between properties would stay untouched, as it is in a floodplain. The lot sizes should not affect his property value.

Motion was made by Cherry Bryant and seconded by Carrie Keeton to approve item #9 and the mailing of notices to residents within 200 feet.

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

MAYOR JACOB WHEAT OPENED THE PUBLIC HEARING AT 7:35 P.M. AND CLOSED THE PUBLIC HEARING AT 7:45 P.M.

10. **Public Hearing on the Recreation of the Whisper Park Public Improvement District.**
The developer has submitted a petition for updates to the previously approved Whisper Park PID. A resolution accepting the filing of an amended and restated petition for the creation of the Whisper Park PID is attached. In July 2022, the developer originally submitted the request and City Council approved the creation of the PID. Recently, city staff received a petition requesting an updated petition to cover additional infrastructure improvements within the specified PID area. The additional improvements include water and sewer improvements. The total estimated cost for all improvements and related expenses is $35,000,000. City Council approved the resolution for filing the amended and restated petition for creation of the Whisper Park PID within the City of Alvarado, during their meeting on April 21, 2025.

Jeff Goulbas and Zackary Little, representatives of the developer, addressed the council.

MAYOR JACOB WHEAT OPENED THE PUBLIC HEARING AT 7:50 P.M. AND CLOSED THE PUBLIC HEARING AT 7:51 P.M.

11. **Consider a resolution regarding the Recreation of the Whisper Park Public Improvement District and ordering public improvements to be made for the benefit of such district; providing for a severability clause; providing an effective date; and containing other matters relating to the subject.**

Motion was made by Lydia Moon and seconded by Kevin Thomas to approve Resolution No. R2025-0020.
This motion supported 6 votes in approval and 0 votes opposed. Motion carried.

12. **Public Hearing on levying assessments for the costs of certain improvements to be provided in the Lone Oak Public Improvement District Improvement Area # 1 project.**
MuniCap, the City's PID Administrator, prepared the Final Service and Assessment Plan for the Lone Oak Public Improvement District, as required by Chapter 372 of the Texas Local Government Code. This plan outlines the development of the district, including the levy of assessments on Improvement Area #1 and the methodology used. Improvement Area #1 includes 253 lots with an estimated buildout value of $315,000 per lot, and a total improvement cost of $11,238,442, of which $5,640,000 will be assessed to property owners. Following Council approval,

PID Bonds will be issued to reimburse the Developer, with the remaining costs funded directly by the Developer and Annual Installments collected like property taxes.

Zackary Little, representatives of the developer, addressed the council.

MAYOR JACOB WHEAT OPENED THE PUBLIC HEARING AT 7:57 P.M. AND CLOSED THE PUBLIC HEARING AT 8:00 P.M.

13. **Consider an ordinance levying assessments for the costs of certain improvements to be provided in the Lone Oak Public Improvement District Improvement Area # 1 Project; fixing a charge and lien against all properties within Improvement Area # 1 of the district, and the owners thereof; providing for the manner and method of collection of such assessments; making a finding of special benefit to property in improvement area # 1 of the district; approving a service and assessment plan; providing a severability clause; and providing an effective date.**

Motion was made by Lydia Moon and seconded by Kevin Thonmas to approve Ordinance No. R2025-0010.

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

14. **Consider an ordinance authorizing the issuance of the "City of Alvarado, Texas, Special Assessment Revenue Bonds, Series 2025 (Lone Oak Public Improvement District Improvement Area # 1 Project)"; approving and authorizing an indenture of trust, a bond purchase agreement, a continuing disclosure agreement and other agreements and documents in connection therewith; making findings with respect to the issuance of such bonds; and providing an effective date.**

Zachary Little with MuniCap, the City's PID and TIRZ Administrator, prepared the Final Service and Assessment Plan for the Lone Oak Public Improvement District, as required by Chapter 372 of the Texas Property Code. This plan, which must be approved by City Ordinance, will serve as the governing document for the PID and will levy Assessments on Improvement Area #1. In conjunction with the levy, the City will issue PID Bonds to reimburse the Developer for a portion of the Improvement Area #1 Improvements, with repayment occurring over 30 years through Annual Installments. The Bond Ordinance also authorizes related documents, including the indenture of trust, bond purchase agreement, offering memorandum, and continuing disclosure agreement.

Motion was made by Lydia Moon and seconded by Kevin Thomas to approve Ordinance No. 2025-0011.

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

15. **Consider approval of a Phase Two Reimbursement Agreement for the Lone Oak Public Improvement District with GRBK Edgewood LLC and Century Land Holdings of Texas, LLC.**

Motion was made by Lydia Moon and seconded by Kevin Thomas to approve the Phase Two Reimbursement Agreement.

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

MAYOR JACOB WHEAT CALLED FOR A RECESS AT 8:03 P.M. AND CLOSED THE PUBLIC HEARING AT 8:19 P.M.

16. **Presentation on Cooperative Agreements.**
City staff is actively exploring opportunities to expand participation in cooperative purchasing programs/platforms, including TXShare, Alliance for Innovation (AFI), OMNIA Partners and The Interlocal Purchasing System (TIPS). These platforms provide government entities with access to competitively sourced contracts, shared best practices, and cost-saving opportunities while promoting transparency and legal compliance with Chapter 791 of the Texas Local Government Code.

17. **Presentation from Code Enforcement.**
City staff presented on the Code Compliance Program, the importance of rebranding to Neighborhood Services, progress made so far, and current projects underway.

18. **Consideration and action to adopt the process to be used for involving and receiving public input in the 2025 council ward redistricting.**
City Staff presented, asking Council to determine how they would like to move forward regarding the next steps of the ward redistricting.

Motion was made by Lydia Moon and seconded by Kevin Thomas to direct staff to hold townhall meetings.

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

19. **Consideration and action to authorize the City Manager to execute an Interlocal Cooperation Agreement regarding participation in a Cooperative Purchasing Program with Ellis County.**
Staff presented the Interlocal Agreement will allow the City of Alvarado and Ellis County to enter a cooperative purchasing program. Under this program, each party can purchase goods and services under the other's competitively bid contracts.

Motion was made by Carrie Keeton and seconded by Beverly Short authorize the City Manager to execute an Interlocal Cooperation Agreement regarding participation in a Cooperative Purchasing Program with Ellis County.

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

20. Consideration and action to approve street repairs on S. Baugh Street and S. Spears Street.

Staff presented regarding Baugh and Spears Street. They have been evaluated for reconstruction, which will involve full-depth reclamation with 8 inches of cement-stabilized subgrade and 4 inches of type D asphalt, aligning with the City's new quality standards. Texas Materials Group, Inc. will provide all labor, materials, and equipment, along with an 18-month warranty on the asphalt. The estimated cost is $187,647.68 for Baugh Street and $175,751.96 for Spears Street. Funding for the project will come from the $750,000 Street Reconstruction Fund.

Motion was made by Lydia Moon and seconded by Kevin Thomas to approve street repairs on S. Baugh Street and S. Spears Street, not to exceed $187,647.68 for Baugh Street and $175,7751.96 for S. Spears Street.

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

21. Discussion, consideration, and possible action on awarding bid for N. Cummings Overlay.

North Cummings (Hwy 67 to CR 508/CR 604) is currently in the design phase, with a TxDOT bid projected for May 2027. Due to its deteriorating condition, a temporary solution is needed to last at least 24 months. Bids were solicited for various asphalt overlay options, with Texas Materials Group quoting $430,777.90 and JC and Sons Construction Group quoting $392,832.00 for a 1-inch level-up plus 2-inch overlay—both with a life expectancy over 24 months. JC and Sons also submitted a lower-cost option of a 2-inch overlay without level-up for $270,000, expected to last up to 18 months.

Motion was made by Kevin Thomas and seconded by Lydia Moon to authorize city staff to enter into a Cooperative Agreement

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

22. Consideration and action to approve Ordinance No. 2025-0009 providing for a residential homestead ad valorem (property tax) exemption from City ad valorem taxation.

At the April 21, 2025 meeting, staff presented an overview of the local option general homestead exemption in preparation for the FY 2025-2026 budget. Texas Property Tax Code 11.13(n) discusses the local option general homestead exemption for residential homes. The exemption is offered as a percentage of a property's residential appraised value (with a minimum of $5,000) and cannot exceed 20%. The exemption needs to be approved by City Council prior to July 1st and submitted to the Central Appraisal District of Johnson County no later than July 1st.

Motion was made by Lydia Moon and seconded by Carrie Keeton Ordinance No. 2025-0009 providing for a residential homestead ad valorem (property tax) exemption from City ad valorem taxation of 1%.

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

23. **Consideration and action to approve Resolution R2025-0019, adopting the City of Alvarado, Texas investment policy, and providing an effective date.**
The Public Funds Investment Act, Texas Government Code Chapter 2256, requires a governing body to review and adopt an investment policy no less than annually. There are no recommended changes from staff to this policy since it was last approved.

Motion was made by Lydia Moon and seconded by Beverly Short Resolution R2025-0019, adopting the City of Alvarado, Texas investment policy, and providing an effective date.

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

There being no further business, Mayor Wheat adjourned the meeting at 9:53 P.M.

Passed and approved this the 19th day of May, 2025.

____

Jacob Wheat, Mayor

Respectfully Submitted,

____

Beth A. Walls, City Secretary/HRD

CITY COUNCIL MEETING MANAGEMENT REPORT

Meeting Date: June 16, 2025
Contact: Donielle Suber, Administrative Services Director

AGENDA ITEM:
Consideration and action to authorize the City Manager to execute an Interlocal Agreement for participation in the Alliance for Innovation (AFI) Purchasing Cooperative

BACKGROUND & FINDINGS:
During the May 2025 City Council meeting, Christal Tristan with Civic Marketplace and City staff presented four cooperative programs and platforms for consideration: TxShare, Alliance for Innovation (AFI), OMNIA Partners, and the Texas Interlocal Purchasing System (TIPS). While all were introduced as opportunities to support government operations, it is important to clarify that Alliance for Innovation is not a traditional cooperative purchasing program. Instead, AFI is a national organization that supports innovation, leadership development, and best practice sharing among local governments. Its focus is on professional development and transformative strategies rather than direct access to pre-competed contracts for procurement.

City staff is requesting Council approval to authorize the City Manager to execute a membership resolution with the Alliance for Innovation. This partnership will provide the City with access to a national network of government professionals, case studies, pilot programs, research tools, and collaborative learning opportunities that support strategic planning and operational innovation. While AFI does not function as a purchasing cooperative, its resources and programming are designed to help public agencies modernize service delivery, adopt data-driven practices, and remain responsive to community needs.

FINANCIAL IMPACT:
Participation in the Alliance for Innovation Purchasing Cooperative poses no financial impact to the City of Alvarado.

RECOMMENDATION:
Staff recommends Council authorize the City Manager to execute an Interlocal Agreement for participation in the Alliance for Innovation (AFI) Purchasing Cooperative.

MANAGEMENT REVIEW:
Paul DeBuff, City Manager

ATTACHMENTS:
- Alliance for Innovation Purchasing Cooperative Interlocal Agreement

ALLIANCE FOR INNOVATION PURCHASING COOPERATIVE

MASTER COOPERATIVE PURCHASING AGREEMENT

This **MASTER COOPERATIVE PURCHASING AGREEMENT** is hereby established this 16th day of June 2025, and administered by the **ALLIANCE FOR INNOVATION** (hereinafter called the "ALLIANCE") a non-profit association of local governments, together with an accompanying **PARTICIPATING ADDENDUM** (collectively called the "AGREEMENT") executed by their duly authorized representative, between those **LOCAL GOVERNMENTS** ("MEMBERS") listed herein, for the purpose of participating in cooperative procurement opportunities and is to be known hereinafter as the "**ALLIANCE FOR INNOVATION PURCHASING COOPERATIVE**" (hereinafter called the "PURCHASING COOPERATIVE").

RECITALS

WHEREAS, voluntary purchasing cooperatives between and among local government entities in the State of Texas have been shown to improve competition, quality, and services, provide lower prices for materials and services, and avoid duplication of efforts; and

WHEREAS, Chapter 791 of the Texas Government Code, the Interlocal Cooperation Act, authorizes local governments to contract, to the greatest possible extent, with one another and agencies of the state; and

WHEREAS, Chapter 271 of the Texas Local Government Code, permits local governments to form purchasing cooperatives, engage in cooperative purchasing for the benefit of all parties; and

WHEREAS, the parties hereto desire the free exchange of information, technology, and other services that may assist in improving the efficiency or economy of the procurement of necessary goods and services; and

WHEREAS, cooperative purchasing results when a lead government establishes cooperative contracts, through required competition or as otherwise legally allowed, and makes these contracts available for use by participating governments that have entered into a cooperative agreement with the lead local government; and

WHEREAS, each participating government is independently responsible for executing its own contract based on the lead local government's cooperative contract; issuing, receiving, inspecting, and accepting its own orders; resolving its own contractual disputes, and making its own timely payment for invoiced amounts; and

WHEREAS, the goods and services purchased under this Agreement will serve a government function as defined by Texas Government Code Section 791.003(3); and

WHEREAS, this Agreement will serve these ends;

TERMS AND CONDITIONS

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, and for the mutual benefits to result therefrom, the "Members" agree as follows:

1. Purpose:
The purpose of the Agreement is to streamline and simplify compliance with Texas Local Government Code, Ch. 791, by establishing a collective or master cooperative purchasing agreement, under Texas Government Code Ch. 271, in which parties, "Members," may leverage the combined purchasing power to obtain goods and services at competitive prices, under Texas Local Government Code § 271.101, and authorize and access one another's cooperative contracts, without needing to execute and maintain multiple interlocal agreements with each "Member" individually.

2. Name.
This "Purchasing Cooperative" shall be known as the Alliance For Innovation Purchasing Cooperative.

3. Administrator.
This "Purchasing Cooperative" shall be administered by the Alliance For Innovation Board, a nonprofit association of local governments, its Chairman, the Purchasing Officer, or duly authorized delegate.

A. The "Purchasing Cooperative" agrees to leverage the combined purchasing power of "Member" agencies for the procurement of various goods and services commonly utilized by all participants, where available and applicable. Under such program, the "Purchasing Cooperative" or the "Members" of the "Purchasing Cooperative" may purchase goods and services from vendors, under present and future contracts, and enter into individual contracts with vendors as provided for under this Agreement.

B. Vendors that have been selected, awarded, and contracted through a competitive solicitation process, such as a Request for Proposals (RFP) or other formal procurement method, are available to provide their products or services to "Members" of the "Purchasing Cooperative."

4. Members.
A. In accordance with Texas Local Government Code, Ch. 271.102, Local Governments may participate in this "Purchasing Cooperative" without any joining fees to the Agency. "Members" agree that other Local Governments may, at their discretion, join this Agreement and become "Members" of this "Purchasing Cooperative."

B. The list of current "Members" of this Agreement is included herein and shall be periodically updated by the Administrator. See Appendix A.

C. To join this "Purchasing Cooperative," Local Governments must complete and authorize a Participating Addendum, the same or substantially similar to the Form included herein, and submit it to the Administrator. See Appendix B.

D. Each "Member" represents and warrants that its governing body has duly authorized its participation, has designated the "Purchasing Cooperative" to act on its behalf in all matters relating to the program, including the purchase of items from the vendor under any contract, in compliance with all state and local laws and policies pertaining to purchasing goods and services.

5. <u>Effective Date of Memberships.</u>
The Agreement shall take effect upon the execution of the Participating Addendum by both parties.

6. <u>Lead Cooperative Contracts.</u>

A. As requested, "Members" shall provide information and access to those contracts in which they have included cooperative language, and thereby making these lead cooperative contracts available for use by other "Members."

B. "Members" making their lead cooperative contracts available to other "Members," shall have no obligation or liability for any participating cooperative contracts established by other "Members."

C. Administrative Fee Revenue: Administrative Fee Revenue percentages by contract will be determined between the "ALLIANCE" and the "Member" when Lead Cooperative Contracts become available. "Administrative Fee Revenue" is defined as gross revenue received from sales on awarded contracts agreed to as disclosed in each bid conducted by a member agency. These fees may be used to administer the "ALLIANCE's" responsibilities under this agreement for the benefit of its "Members," including technology and services required to support the program.

D. Per-Purchase Rebate Fee: The "Purchasing Cooperative" and the "Member" may agree to implement a Per-Purchase Rebate Fee for Lead Cooperative Contracts submitted for use. A Per-Purchase Rebate Fee of the total purchase price may be rebated back for each purchase made through the "Purchasing Cooperative." The "Member" shall only receive remuneration for individually bid and initiated contracts only. The per-purchase fee shall be invoiced at the time of the transaction and payable within 30 days of the invoice date.

7. <u>Participating Cooperative Contracts.</u>

A. "Members" shall be solely responsible for the legal compliance, administration, interpretation, ordering, payments, liabilities, enforcement, and remediation of their participating cooperative contracts.

B. Each "Member" shall pay for the performance of their cooperative contracts from current revenues available to the "Member."

C. "Members" shall not create participating cooperative contracts to procure professional services as defined by Texas Government Code Ch. 791.011 (h) and (j).

8. Fees.

The Vendor shall pay a Fee Percentage for the total lifetime contract value of any award received, or contract entered into, between a "Member" and the Vendor as a result of participating, and for the avoidance of doubt, shall apply to all renewals or modification to contracts and awards.

9. Term and Termination.

A. This Agreement shall remain in effect until participation has been terminated by all but two of the parties.

B. Upon providing 60 days' notice to the Administrator, "Members" may terminate their participation in this Agreement and with it their membership at any time.

C. Upon providing 60 days' notice to the "Member," the Administrator may terminate a "Member's" participation in this Agreement for any material violations of this Agreement.

10. Amendment by Notice.

The Administrator may amend this Agreement, in accordance with statutorily adopted procedures, provided that prior written notice is sent to the "Members" at least 60 days prior to the effective date of any change described in such amendment and provided that the "Member" does not terminate its participation in the "Purchasing Cooperative" before the expiration of the 60 days.

11. Jurisdiction/Venue.

This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and, to the extent permitted by law, venue for all disputes arising under this Agreement shall lie in Tarrant County, Texas.

12. Limitation of Liability.

A. By entering this Agreement, "Members" do not waive their governmental or sovereign immunity from liability afforded under law.

B. In regard to any lawsuit or formal adjudication arising out of this Agreement, "Members" shall not be liable to the other "Members" for any special, incidental, consequential, or exemplary damages.

13. Notice.

Any written notice to the "Purchasing Cooperative" shall be addressed to the following:

Alliance For Innovation
ATTN: Executive Director
PO Box 1662
Keller, TX 76244

troyriggs@governmentresource.com

14. Entire Agreement.
This is the complete and entire Agreement, including Appendix A - B, between the "Members" with respect to the matters herein and supersedes all prior agreements and negotiations, if any.

APPENDIX – A

The following **LOCAL GOVERNMENTS** have submitted completed **PARTICIPATING ADDENDA** and are recognized as Members of the **ALLIANCE FOR INNOVATION PURCHASING COOPERATIVE**.

LOCAL GOVERNMENT	EFFECTIVE DATE

APPENDIX – B

With this **PARTICIPATING ADDENDUM**, as of the effective date and as executed by their duly authorized representative, the **LOCAL GOVERNMENT** identified below hereby indicates itself as a party to the Agreement and a Member of the **ALLIANCE FOR INNOVATION PURCHASING COOPERATIVE**.

LOCAL GOVERNMENT	**EFFECTIVE DATE**
______________________________	______________________________
(Local Government)	(Date)

AUTHORIZED REPRESENTATIVE AND/OR DESIGNEE

______________________________	______________________________
(Signature)	(Address)
______________________________	______________________________
(Name)	(E-mail)
______________________________	______________________________
(Title)	(Phone)
______________________________	______________________________
(Signature) Department Director, if applicable	
______________________________	______________________________
(Name)	(E-mail)
______________________________	______________________________
(Title)	(Phone)

CITY COUNCIL MEETING MANAGEMENT REPORT

Meeting Date: June 16, 2025
Contact: Donielle Suber, Administrative Services Director

AGENDA ITEM:
Consideration and action to approve Resolution No. R2025-0021 and to authorize the City Manager to execute an Interlocal Agreement regarding participation in the Texas Share Cooperative Purchasing Program.

BACKGROUND & FINDINGS:
During the May 2025 City Council meeting, Christal Tristan with Civic Marketplace, along with City staff, presented four cooperative purchasing programs for consideration: Texas Share (TxShare), Alliance for Innovation (AFI), OMNIA Partners, and the Texas Interlocal Purchasing System (TIPS). As discussed, these programs provide government entities with access to competitively sourced contracts, shared best practices, and meaningful cost-saving opportunities, all while promoting transparency and ensuring compliance with Chapter 791 of the Texas Local Government Code.

City staff is requesting Council to authorize the City Manager to execute a membership resolution with the TxShare Cooperative Purchasing Program. TxShare is a statewide cooperative that enables local governments to access a broad range of pre-competed contracts, reducing the need for separate solicitations and streamlining the procurement process. Membership in the program will improve operational efficiency, reduce administrative burden, and support fiscal responsibility by leveraging the purchasing power of multiple public entities.

FINANCIAL IMPACT:
Participation in TxShare Cooperative Purchasing Program poses no financial impact to the City of Alvarado.

RECOMMENDATION:
Staff recommends Council to approve Resolution No. R2025-0021 and to authorize the City Manager to execute an Interlocal Agreement regarding participation in the Texas Share Cooperative Purchasing Program.

MANAGEMENT REVIEW:
Paul DeBuff, City Manager

ATTACHMENTS:
- TxShare Resolution No. 2025-0021
- TxShare Interlocal Purchasing Agreement

North Texas SHARE
Your Public Sector Solutions Center

RESOLUTION AUTHORIZING PARTICIPATION IN NORTH CENTRAL TEXAS COUNCIL OF GOVERNMENTS' NORTH TEXAS SHARE PROGRAM

WHEREAS, the North Central Texas Council of Governments, hereinafter referred to as NCTCOG, is a voluntary association of, by and for local governments organized under Chapter 391 of the Texas Local Government Code and was established to assist local governments in the planning for common needs, cooperating for the mutual benefit, and coordinating for sound regional development; and,

WHEREAS, the NCTCOG established North Texas SHARE as a public sector solution center which includes a cooperative purchasing program for goods and services; and,

WHEREAS, North Texas SHARE procures goods and services in accordance with applicable State laws and regulations regarding contract and procurement proceedings; and,

WHEREAS, the City of Alvarado, pursuant to the authority granted under Sections 271.101 to 271.102 of the Local Government Code and Chapter 791 of the Government Code, desires to participate in the North Texas SHARE cooperative purchasing program.

NOW, THEREFORE, BE IT RESOLVED BY the City Council of the City of Alvarado, Texas as follows:

The City of Alvarado shall be authorized to execute an Interlocal Agreement with NCTCOG to participate in the North Texas SHARE Program and utilize any contracts for goods and services available thereunder.

DULY PASSED AND APPROVED THIS 16th DAY OF June 2025.

ATTEST:

APPROVED:

____

____

____

____
(Title)

FOR NCTCOG Use Only

ILA No: ____

MASTER INTERLOCAL PURCHASING AGREEMENT

THIS MASTER INTERLOCAL AGREEMENT ("ILA"). made and entered into pursuant to the Texas Interlocal Cooperation Act, Chapter 791, Texas Government Code (the "Act"), by and between the North Central Texas Council of Governments, hereinafter referred to as "NCTCOG," having its principal place of business at 616 Six Flags Drive, Arlington, TX 76011, and City of Alvarado, a local government, a state agency, or a non-profit corporation created and operated to provide one or more governmental functions and services, hereinafter referred to as "Participant," having its principal place of business at 104 W. College Street, Alvarado, Texas 76009.

WHEREAS, NCTCOG is a regional planning commission and political subdivision of the State of Texas operating under Chapter 391, Texas Local Government Code; and

WHEREAS, pursuant to the Act, NCTCOG is authorized to contract with eligible entities to perform governmental functions and services, including the purchase of goods and services; and

WHEREAS, in reliance on such authority, NCTCOG has instituted a cooperative purchasing program under which it contracts with eligible entities under the Act; and

WHEREAS, Participant has represented that it is an eligible entity under the Act, that is authorized to enter into this Agreement on June 16, 2025, and that it desires to contract with NCTCOG on the terms set forth below;

NOW, THEREFORE, NCTCOG and the Participant do hereby agree as follows:

ARTICLE 1: LEGAL AUTHORITY

The Participant represents and warrants to NCTCOG that (1) it is eligible to contract with NCTCOG under the Act for the purposes recited herein because it is one of the following: a local government, as defined in the Act (a county, a municipality, a special district, or other political subdivision of the State of Texas or any other state), or a combination of two or more of those entities, a state agency (an agency that the State of Texas as defined in Section 771.002 of the Texas Government Code, or a similar agency of another state), or a non-profit corporation created and operated to provide one or more governmental functions and services, and (2) it possesses adequate legal authority to enter into this Agreement.

ARTICLE 2: SCOPE OF SERVICES

The Participant appoints NCTCOG its true and lawful purchasing agent for the purpose of certain products and services ("Products" or "Services") through the **TXShare** Program. Participants will access the Program through **www.TXShare.org**. All purchases under this Agreement shall comply with applicable Texas competitive bidding statutes as well as the specifications, contract terms and pricing applicable to such purchases. NCTCOG may also serve as a coordinating agent to administer the use of eligible Participant contracts to other participants of TXShare. The eligibility of such contracts will be determined by incorporation of coordinating agent authorization in Participant's solicitation documents. Title to all products purchased under the TXShare Program shall be held by Participant unless otherwise agreed. Nothing in this Agreement shall preclude the Participant for purchasing Products and/or Services offered in the TXShare Program directly from the vendor/supplier.

ARTICLE 3: PAYMENTS

Upon delivery of goods or services purchased and presentation of property documented invoice, the Participant shall promptly, and in any case within thirty (30) days, pay the contracted provider the full amount of the invoice. All payments for goods or services will be made from current revenues available to the paying party. In no event shall NCTCOG have any financial liability in the Participant for any goods or services Participant purchase through the TXShare Program.

ARTICLE 4: PERFORMANCE PERIOD

This Agreement shall be effective when signed by the last party whose signing makes the Agreement fully executed and will remain in full force and effect for one (1) year. This Agreement shall automatically renew for successive one-year terms unless sooner terminated in accordance with Article 6 below. Any modifications of this Agreement must comply with the requirements of Article 5 below.

ARTICLE 5: CHANGES AND AMENDMENTS

This Agreement may be amended only by a written amendment executed by both parties, except that any alterations, additions, or deletions to the terms of this Agreement which are required by changes in Federal and State law or regulations are automatically incorporated into this Agreement without written amendment hereto and shall become effective on the date designated by such law or regulation. NCTCOG reserves the right from time to time to make changes in the scope of products and services offered through the TXShare Program.

ARTICLE 6: TERMINATION PROCEDURES

NCTCOG or the Participant may cancel this Agreement for any reason and at any time upon thirty (30) days written notice by certified mail to the other party to this Agreement. The obligation of the Participant to pay for any Service and/or Products purchased under this Agreement, shall survive cancellation, as well as any other Participant costs incurred prior to the effective date of cancellation.

ARTICLE 7: APPLICABLE LAWS

NCTCOG and the Participant agree to conduct all activities under this Agreement in accordance with all applicable rules, regulations, and ordinances and laws in effect or promulgated during the term of this Agreement.

ARTICLE 8: DISPUTE RESOLUTION

The parties to this Agreement agree to the extent possible and not in contravention of any applicable state or federal law or procedure established for dispute resolution, to attempt to resolve any dispute between them regarding this Agreement informally through voluntary mediation, arbitration, or any other local dispute mediation process before resorting to litigation.

ARTICLE 9: MISCELLANEOUS

a. This Agreement has been made under and shall be governed by the laws of the State of Texas. Venue and jurisdiction of any suit or cause of action arising under, or in connection with, this Agreement shall lie exclusively in Tarrant County, Texas.

b. The persons executing this Agreement hereby represent that they have authorization to sign on behalf of their respective entities.

c. This Agreement and the rights and obligations contained herein may not be assigned by either party without the prior written approval of the other party to this Agreement.

FOR NCTCOG Use Only

ILA No: _____

d. All parties agree that should any provision of this Agreement be determined to be invalid or unenforceable, such determination shall not affect any other term of this Agreement, which shall continue in full force and effect.

e. To the extent that either party to this Agreement shall be wholly or partially prevented from the performance within the term specified of any obligation or duty placed on such party by reason of or through strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident, order of any court, act of God, or specific cause reasonably beyond the party's control and not attributable to its neglect or nonfeasance. In such event, the time for performance of such obligation or duty shall be suspended until such disability to perform is removed; provided, however, force majeure shall not excuse an obligation to solely pay funds.

f. This Agreement and any attachments/addendums, as provided herein, constitute the complete agreement between the parties hereto, and supersede any and all oral and written agreements between the parties relating to matters herein.

THIS INSTRUMENT HAS BEEN EXECUTED IN TWO ORIGINALS BY THE PARTIES HERETO AS FOLLOWS:

North Central Texas Council of Governments TXShare 616 Six Flags Drive, Arlington, TX 76011	____________________ Name of Participating Agency
____________________ NCTCOG Executive Director or Designee	____________________ Mailing Address
____________________ Signature of Executive Director or Designee	____________________ City State Zip
____________________ Date	____________________ Name and Title of Authorized Official or Designee
	____________________ Signature
	____________________ Date

CITY COUNCIL MEETING MANAGEMENT REPORT

Meeting Date: June 16, 2025
Contact: Donielle Suber, Administrative Services Director

AGENDA ITEM:
Consideration and action to authorize the City Manager to execute an Interlocal Agreement with OMNIA Partners for participation in the OMNIA Partners Cooperative Purchasing Program

BACKGROUND & FINDINGS:
During the May 2025 City Council meeting, Christal Tristan with Civic Marketplace and City staff presented four cooperative purchasing platforms for Council's consideration: TxShare, Alliance for Innovation (AFI), OMNIA Partners, and the Texas Interlocal Purchasing System (TIPS). These programs offer government entities access to competitively sourced contracts, shared best practices, and cost-saving opportunities while promoting transparency and ensuring compliance with Chapter 791 of the Texas Local Government Code. While OMNIA Partners serves both public and private sectors nationwide, it operates a dedicated public sector division that provides procurement solutions specifically for cities, counties, school districts, and other governmental entities, using contracts that are publicly solicited and awarded by lead public agencies.
City staff is requesting Council approval to authorize the City Manager to execute a membership resolution with OMNIA Partners Cooperative Purchasing Program. Through this membership, the City will gain access to a broad range of pre-competed contracts covering essential goods and services, reducing the need for time-consuming individual solicitations. Participation in OMNIA's public sector cooperative will help ensure legal compliance, enhance procurement efficiency, and support fiscal responsibility by leveraging the combined purchasing power of public agencies nationwide.

FINANCIAL IMPACT:
Participation in OMNIA Partners Cooperative Purchasing Program poses no financial impact to the City of Alvarado.

RECOMMENDATION:
Staff recommends Council authorize the City Manager to execute an Interlocal Agreement with OMNIA Partners for participation in the OMNIA Partners Cooperative Purchasing Program.

MANAGEMENT REVIEW:
Paul DeBuff, City Manager

ATTACHMENTS:
- OMNIA Partners Interlocal Agreement

MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT

This Master Intergovernmental Cooperative Purchasing Agreement (this "**Agreement**") is entered into by and between those certain government agencies that execute a Principal Procurement Agency Certificate ("**Principal Procurement Agencies**") with OMNIA Partners, Public Sector, Inc., a Delaware corporation f/k/a National Intergovernmental Purchasing Alliance Company; Communities Program Management, LLC, a California limited liability company d/b/a U.S. Communities, and/or NCPA LLC, a Texas limited liability company d/b/a National Cooperative Purchasing Alliance (collectively, "**OMNIA Partners**"), in its capacity as the cooperative administrator, to be appended and made a part hereof and such other agencies ("**Participating Public Agencies**"), as defined in each Master Agreement (as defined below), who register to participate in the cooperative purchasing programs administered by OMNIA Partners and its affiliates and subsidiaries (collectively, the "**OMNIA Partners Parties**") by either registering on the OMNIA Partners website (www.omniapartners.com/publicsector or any successor website), or by executing a copy of this Agreement.

RECITALS

WHEREAS, after a competitive solicitation and selection process by Principal Procurement Agencies, in compliance with their own policies, procedures, rules and regulations, a number of suppliers have entered into "**Master Agreements**" (herein so called) to provide a variety of goods, products and services ("**Products**") to the applicable Principal Procurement Agency and the Participating Public Agencies;

WHEREAS, Master Agreements are made available by Principal Procurement Agencies through the OMNIA Partners Parties and provide that Participating Public Agencies may purchase Products on the same terms, conditions and pricing as the Principal Procurement Agency, subject to any applicable federal and/or local purchasing ordinances and the laws of the State of purchase; and

WHEREAS, in addition to Master Agreements, the OMNIA Partners Parties may from time to time offer Participating Public Agencies the opportunity to acquire Products through other group purchasing agreements.

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, and of the mutual benefits to result, the parties hereby agree as follows:

1. Each party will facilitate the cooperative procurement of Products.

2. The Participating Public Agencies shall procure Products in accordance with and subject to the relevant federal, state and local statutes, ordinances, rules and regulations that govern Participating Public Agency's procurement practices. The Participating Public Agencies hereby acknowledge and agree that it is the intent of the parties that all provisions of this Agreement and that Principal Procurement Agencies' participation in the program described herein comply with all applicable laws, including but not limited to the requirements of 42 C.F.R. § 1001.952(j), as may be amended from time to time. The Participating Public Agencies further acknowledge and agree that they are solely responsible for their compliance with all applicable "safe harbor" regulations, including but not limited to any and all obligations to fully and accurately report discounts and incentives.

3. The Participating Public Agency represents and warrants that the Participating Public Agency is not a hospital or other healthcare provider and is not purchasing Products on behalf of a hospital or healthcare provider; provided that the foregoing shall not prohibit Participating Public Agency from furnishing health care services so long as the furnishing of health care services is not in furtherance of a primary purpose of the Participating Public Agency.

4. The cooperative use of Master Agreements shall be in accordance with the terms and conditions of the Master Agreements, except as modification of those terms and conditions is otherwise required by applicable federal, state or local law, policies or procedures.

5. The Principal Procurement Agencies will make available, upon reasonable request, Master Agreement information which may assist in improving the procurement of Products by the Participating Public Agencies.

6. The Participating Public Agency agrees the OMNIA Partners Parties may provide access to group purchasing organization ("**GPO**") agreements directly or indirectly by enrolling the Participating Public Agency in another GPO's purchasing program, provided that the purchase of Products through the OMNIA Partners Parties or any other GPO shall be at the Participating Public Agency's sole discretion.

7. The Participating Public Agencies (each a "**Procuring Party**") that procure Products through any Master Agreement or GPO Product supply agreement (each a "**GPO Contract**") will make timely payments to the distributor, manufacturer or other vendor (collectively, "**Supplier**") for Products received in accordance with the terms and conditions of the Master Agreement or GPO Contract, as applicable. Payment for Products and inspections and acceptance of Products ordered by the Procuring Party shall be the exclusive obligation of such Procuring Party. Disputes between Procuring Party and any Supplier shall be resolved in accordance with the law and venue rules of the State of purchase unless otherwise agreed to by the Procuring Party and Supplier. The Participating Public Agency acknowledges and agrees that the OMNIA Partners Parties may market all Master Agreements available through Principal Procurement Agencies to such Participating Public Agency and its employees and representatives.

8. The Procuring Party shall not use this Agreement as a method for obtaining additional concessions or reduced prices for purchase of similar products or services outside of the Master Agreement. Master Agreements may be structured with not-to-exceed pricing, in which cases the Supplier may offer the Procuring Party and the Procuring Party may accept lower pricing or additional concessions for purchase of Products through a Master Agreement.

9. The Procuring Party shall be responsible for the ordering of Products under this

Agreement. A non-procuring party shall not be liable in any fashion for any violation by a Procuring Party, and, to the extent permitted by applicable law, the Procuring Party shall hold non-procuring party harmless from any liability that may arise from the acts or omissions of the Procuring Party.

10. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE OMNIA PARTNERS PARTIES EXPRESSLY DISCLAIM ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES REGARDING ANY PRODUCT, MASTER AGREEMENT AND GPO CONTRACT. THE OMNIA PARTNERS PARTIES SHALL NOT BE LIABLE IN ANY WAY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR RELIANCE DAMAGES, EVEN IF THE OMNIA PARTNERS PARTIES ARE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, THE PROCURING PARTY ACKNOWLEDGES AND AGREES THAT THE OMNIA PARTNERS PARTIES SHALL HAVE NO LIABILITY FOR ANY ACT OR OMISSION BY A SUPPLIER OR OTHER PARTY UNDER A MASTER AGREEMENT OR GPO CONTRACT.

11. This Agreement shall remain in effect until termination by either party giving thirty (30) days' written notice to the other party. The provisions of Paragraphs 6 - 10 hereof shall survive any such termination.

12. This Agreement shall take effect upon (i) execution of the Principal Procurement Agency Certificate, or (ii) registration on the OMNIA Partners website or the execution of this Agreement by a Participating Public Agency, as applicable.

13. This Agreement may be executed in counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same Agreement. The exchange of copies of this Agreement and of signature pages by facsimile, or by .pdf or similar electronic transmission, will constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original Agreement for all purposes. Signatures of the parties transmitted by facsimile, or by .pdf or similar electronic transmission, will be deemed to be their original signatures for any purpose whatsoever.

Participating Public Agency: **[________________________]**	**OMNIA Partners, as the cooperative administrator on behalf of Principal Procurement Agencies:** **OMNIA PARTNERS, PUBLIC SECTOR, INC.**
Authorized Signature	Signature
	Sarah E. Vavra
Name	Name
	Sr. Vice President, Public Sector Contracting
Title and Agency Name	Title
Date	Date

CITY COUNCIL MEETING MANAGEMENT REPORT

Meeting Date: June 16, 2025
Contact: Donielle Suber, Administrative Services Director

AGENDA ITEM:
Consideration and action to authorize the City Manager to execute an Interlocal Agreement with Region 8 Education Service Center for participation in the Texas Interlocal Purchasing System (TIPS) Cooperative Purchasing Program.

BACKGROUND & FINDINGS:
During the May 2025 City Council meeting, Christal Tristan with Civic Marketplace and City staff presented four cooperative purchasing platforms for Council's consideration: TxShare, Alliance for Innovation (AFI), OMNIA Partners, and the Texas Interlocal Purchasing System (TIPS). These programs offer government entities the ability to access competitively sourced contracts, share best practices, and realize cost-saving opportunities while maintaining transparency and legal compliance with Chapter 791 of the Texas Local Government Code. TIPS, in particular, is a widely used program that supports public sector procurement through contracts that are competitively solicited and awarded in accordance with state purchasing laws.

City staff is requesting Council approval to authorize the City Manager to execute a membership resolution with the Texas-based but nationally available Texas Interlocal Purchasing System (TIPS) Cooperative Purchasing Program. Although administered through Region 8 Education Service Center in Texas, TIPS serves government entities, educational institutions, and eligible nonprofit organizations across the United States. The program offers a broad range of pre-competed contracts that reduce the need for individual solicitations and streamline procurement processes. Membership in TIPS will enable the City to more efficiently and legally acquire goods and services at favorable pricing while reducing administrative workload.

FINANCIAL IMPACT:
Participation in TIPS Cooperative Purchasing Program poses no financial impact to the City of Alvarado.

RECOMMENDATION:
Staff recommends Council authorize the City Manager to execute an Interlocal Agreement with Region 8 Education Service Center for participation in the Texas Interlocal Purchasing System (TIPS) Cooperative Purchasing Program.

MANAGEMENT REVIEW:
Paul DeBuff, City Manager

ATTACHMENTS:
- TIPS Interlocal Agreement

AN INTERLOCAL AGREEMENT Between
Region 8 Education Service Center and a
TEXAS PUBLIC ENTITY OR LOCAL GOVERNMENT
(School, College, University, State, City, County, or Other Political Subdivision)

____________________________________ _________-__________

TEXAS PUBLIC ENTITY NAME — Control Number (TIPS will Assign)
Schools enter County-District Number

Region 8 Education Service Center — 225 - 950
Pittsburg, Texas — County-District Number

Texas Education Code §8.002 permits regional education service centers, at the direction of the Commissioner of Education, to provide services to assist school districts, colleges and universities in improving student performance and increasing the efficiency and effectiveness of school, college and university operations. Authority for an Interlocal agreement to provide such services is granted under Texas Government Code § 791 *et seq* as amended. Cooperative Purchasing Services under this agreement are extended to all Texas State, City or County Government Agencies, or any other legally eligible Local Government Entity as defined in the Texas Government Code § 791.003.

This Interlocal Agreement (hereinafter the "Agreement") is effective______________________and shall be automatically renewed unless either party gives sixty (60) days prior written notice of non-renewal. This Agreement may be terminated without cause by either party upon (60) days prior written notice, or may also be determined for cause at any time upon written notice stating the reason for and effective date of such terminations and after giving the affected party a thirty (30) day period to cure any breach.

Statement of Services to be Performed:
Region 8 Education Service Center, by this Agreement, agrees to provide cooperative purchasing services to the above-named public entity through a Program known as The Interlocal Purchasing System (TIPS) Program.

The purpose of the TIPS Program shall be to improve procurement process efficiencies and assist in achieving best value for participating School District, University, College, Community College, City, County or Other Public Agencies through cooperative purchasing.

Roles of the TIPS Purchasing Cooperative:
- Provide for the organizational structure of the program.
- Provide staff for efficient operation of the program.
- Promote marketing of the TIPS Program.
- Coordinate the Competitively Bid Process for all Vendor Awarded Contracts.
- Provide members with procedures for placing orders through TIPS PO System.
- Maintain filing system for Due Diligence Documentation.
- Collect fees from vendors to support the costs of operations of TIPS.

Role of the Public Entity:
- Commit to participate in the program by an authorized signature on membership forms.
- Designate a Primary Contact and Secondary Contact for entity.

- Commit to purchase products and services from TIPS Vendors when in the best interest of the entity.
- Submit Purchase Orders and/or Vendor Contracts through the TIPS PO System by emailing the pdf document to tipspo@tips-usa.com.
- Accept shipments of products ordered from Awarded Vendors.
- Process Payments to Awarded Vendors in a timely manner.

General Provisions:

The Parties agree to comply fully with all applicable federal, state, and local statutes, ordinances, rules, and regulations in connection with the programs contemplated under this Agreement. This Agreement is subject to all applicable present and future valid laws governing such programs.

This Agreement shall be governed by the law of the State of Texas and venue shall be in the county in which the administrative offices of RESC 8 are located which is Camp County, Texas.

This Agreement contains the entire agreement of the Parties hereto with respect to the matters covered by its terms, and it may not be modified in any manner without the express written consent of the Parties.

If any term(s) or provision(s) of this Agreement are held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions of this Agreement shall remain in full force and effect.

The Parties to this Agreement expressly acknowledge and agree that all monies paid pursuant to this Agreement shall be paid from legally appropriated and budgeted available funds for the current fiscal year of each such entity.

No jointly owned property shall be created by this agreement and, therefore, no provision to dispose of jointly held property is required.

Before any party may resort to litigation, any claims, disputes or other matters in question between the Parties to this Agreement shall be submitted to nonbinding mediation. The site of the mediation shall be in Camp County, Texas or a site mutually agreed by the parties. The selection of the mediator shall be mutually agreed. The cost of mediation shall be shared equally.

No Party to this Agreement waives or relinquishes any immunity or defense on behalf of themselves, their directors, officers, employees, and agents as a result of its execution of this Agreement and performance of the functions and obligations described herein.

This Agreement may be negotiated and transmitted between the Parties by electronic means and the terms and conditions agreed to are binding upon the Parties.

Authorization:

Region 8 Education Service Center and The Interlocal Purchasing System (TIPS) Program have entered

into an Agreement to provide cooperative purchasing opportunities to public agencies.
This Agreement was approved by the governing boards of the respective parties at meetings that were posted and held in accordance with the Texas Open Meetings Act, Texas Government Code Chapter 551. (If required by the entity.)

The individuals signing below are authorized to do so by the respective parties to this Agreement.

Member Entity:

____
Entity or District Name

By: ____________________________________
Authorized Signature

Print Name: ____________________________

Title: ________________________________

____
Date

Purchasing Cooperative Lead Agency:

Region 8 Education Service Center

By: ____________________________________
Authorized Signature

Dr. David Fitts
Title: Executive Director Region 8 ESC

____
Date

<u>Public Entity Contact Information</u>

____
Primary Purchasing Person Name

____
Street Address

____
City, State Zip

____
Telephone Number

____
Fax Number

____
Primary Person Email Address

____
Secondary Person Name

____
Secondary Person Email Address

The state of Texas requires an Interlocal Agreement be approved by the respective entities governing board. You may email completed Interlocal Agreement to tips@tips-usa.com.

CITY COUNCIL MEETING MANAGEMENT REPORT

Meeting Date: June 16, 2025
Contact: Donielle Suber, Administrative Services Director

AGENDA ITEM:
Consideration and action to authorize the City Manager to execute a five-year rental agreement with UBEO Enterprise Printing Solutions for multifunctional printing equipment and managed print services.

BACKGROUND & FINDINGS:

Staff is requesting Council approval authorizing the City Manager to execute a five-year rental agreement with UBEO Enterprise Printing Solutions for multifunction printing equipment and managed print services. This agreement will be established through the Texas Department of Information Resources (DIR) cooperative purchasing program, which allows municipalities to procure goods and services at competitive rates through pre-negotiated state contracts. Utilizing the DIR agreement ensures compliance with state procurement regulations while eliminating the need for a separate bidding process, resulting in significant administrative efficiency and cost savings.

The proposed agreement will provide the City with upgraded print technology, full-service maintenance, automated supply replenishment, and technical support, all under a fixed monthly pricing structure based on anticipated usage. This initiative is part of an ongoing effort to modernize the City's print environment, improve reliability, and reduce long-term operating costs. UBEO's services will streamline internal operations, reduce IT support demands, and enhance document security.

FINANCIAL IMPACT:
The City's financial obligation is approximately $168,600 (over the life of a five-year rental agreement; the equivalent of $33,720 annually or $2,810 per month).

RECOMMENDATION:
Staff recommends Council approval to authorize the City Manager to execute a five-year lease/ rental agreement with UBEO Enterprise Printing Solutions for multifunction printing equipment and managed print services.

MANAGEMENT REVIEW:
Paul DeBuff, City Manager

ATTACHMENT:
UBEO Rental Agreement
Alvarado Printer Fleet Replacement Summary

ubeo BUSINESS SERVICES

MANAGE RENTAL AGREEMENT

Owner: UBEO, LLC

CUSTOMER INFORMATION

Bill To Full Customer Legal Name			Contact Person	Installation Site Key Operator
City of Alvarado			Donielle Suber	Donielle Suber
Street Address			**Title**	**Title**
104 W College St.			Director of Administrative Services	Director of Administrative Services
Box/Suite/Routing			**Telephone #**	**Telephone #**
			(817) 790-3351	(817) 790-3351
City	**State**	**Zip Code**	**Facsimile #**	**Facsimile #**
Alvarado	TX	76009		
Installation Address (if different from above)			**e-mail**	**e-mail**
			suberd@cityofalvarado.org	suberd@cityofalvarado.org

EQUIPMENT INFORMATION

	Quantity	Make	Item	Description (or Accessories)
1	6	Ricoh	419331	IM C4510
2	6	Lexmark	47C9900	XC4352
3	1	Lexmark	38S0520	M3350
4				
5				
6				

Payment	$ 2,810.00	**Term (months)**	60
Payment Frequency	Monthly	**Image Meter Reading Frequency** (QUARTERLY unless otherwise indicated)	Quarterly
B&W Image Monthly Allowance	40000	**Excess Per Image Charge (B&W)**	$0.009
Color Image Monthly Allowance	10000	**Excess Per Image Charge (Color)**	$0.057
Square Ft. Monthly Allowance		**Excess Per Image Charge (Square Ft.)**	
xMedius Page/DID Monthly Allowance		**xMedius Excess Per Page/DID Charge**	

Supplies (toner and developer in colors, black, cyan, magenta and yellow) and waste toner bottles are included at no additional charge, unless otherwise indicated. Throughput materials (paper stocks, staples, etc.) and toner and developer in colors clear, gold, silver, white, and fluorescent pink are NOT included.

BLACK Supplies Included ☐ NO **COLOR Supplies Included** ☐ NO

AGREEMENT NUMBER	All amounts exclusive of applicable taxes	SALES REPRESENTATIVE
	THIS AGREEMENT CANNOT BE TERMINATED EARLY.	Tri Nguyen

Additional Terms and Conditions on Second Page. Other Agreed Upon Addendum(s) include:

A B C

Meters	☑ UBEO DCA ☐ Fax ☐ e-Mail	**Meter Contact**	Donielle Suber	**e-mail**	suberd@cityofalvarado.org	**Fax #**

During the term of this Agreement, Owner may substitute and/or change the tools and equipment that it uses in providing the images and other solutions being provided to Customer. In these situations, Owner will explain the changes to Customer and Customer will sign an updated schedule incorporating the changes to the equipment and related products in the Customer's possession and/or being used to provide the solution. In addition, if customer's needs and/or the available technology changes dramatically, either party may initiate discussions to revise this Agreement; provided that any such change must be mutually agreed to in a new agreement or amendment signed by authorized individuals on behalf of both Customer and Owner.

CUSTOMER ACCEPTANCE | OWNER ACCEPTANCE

By signing below customer certifies that all conditions and terms of this agreement on the first and second page have been reviewed and acknowledged. By providing a telephone number for a cellular phone or other wireless device, you are expressly consenting to receiving communications (for NON-marketing or solicitation purposes) at that number, including, but not limited to, prerecorded or artificial message calls, text messages, and calls made by an automatic telephone dialing system from Owner and its affiliates and agents. This Express Consent applies to each such telephone number that customer provides to us now or in the future and permits such calls. These calls and messages may incur access fees from your cellular provider.

Company Name: **City of Alvarado**	Federal Tax ID:	Owner: **UBEO, LLC**	
By (Please Print):		By:	
Signature:		Signature:	
Title:	Date:	Title:	Date:

DELIVERY AND ACCEPTANCE

The Customer hereby certifies that all the Equipment: 1) has been received, installed, and inspected, and 2) is fully operational and unconditionally accepted. All conditions and terms of this agreement have been reviewed, acknowledged and are now irrevocable and unconditional.

By (Please Print):	Title:
Signature:	Date:

UMANAGE RENTAL AGREEMENT

TERMS and CONDITIONS

1. Ownership and Use of System: Owner is the sole owner and title holder to the “System”. The “System” shall mean all hardware (and, except as limited by section 10 below, software) included on the UMANAGE Rental Agreement. Customer agrees to keep the System and associated products free and clear of all liens and claims. Customer agrees that the System and associated products will be used solely for business purposes and not for consumer purposes or personal use and that the Customer’s location is a business address.

2. Payment: Monthly payments will begin on the Commencement date. The Customer agrees to pay Owner the base payment which includes the minimum base image allowance when due. The Customer also agrees to pay a charge for each image in excess of the image allowance. The base payment and the charge for overages are as indicated on the first page of this Agreement. If any payment is more than ten days late, the Customer agrees to pay a fee of up to 15% or $29 (whichever is greater) on the overdue amount, but not to exceed the maximum amount allowed by law. The Customer also agrees to pay $35 for each check that the bank returns for insufficient funds or any other reason. At the end of the first year of this Agreement, and once each successive twelve month period thereafter, Owner may increase the base payment and the Excess Per Image charges by an amount not to exceed 6% of the then current payment and charges. The Customer’s obligation to pay the base payments and its other obligations hereunder is absolute and unconditional and is not subject to cancellation, reduction, setoff or counterclaim. THIS AGREEMENT IS NON-CANCELABLE.

3. Excess Images: Customer will submit true and accurate System meter readings to Owner for the System by the end of the second workday of each billing period in any reasonable manner requested by Owner, including an automated collection system. If Customer fails to submit meter readings, Owner may estimate meters and generate invoicing based upon the estimated meter readings.

4. Term and Transition Billing: This Agreement is binding upon Customer on the date Customer signs the Agreement. The Agreement is effective on the date Customer signs the Delivery and Acceptance (“Effective Date”). The term of the Agreement begins on date designated by us after receipt of all required documentation and acceptance by us (“Commencement Date”) and continues for the number of months designated as “Term” on the first page of this Agreement. Customer agrees to pay an interim base payment in the amount of 1/30 of the monthly base payment, for each day from and including the Effective Date until the day preceding the Commencement Date.

5. Upgrade and Downgrade Provision: Owner may review your image volume and, in its discretion, propose options for upgrading or downgrading to accommodate your needs.

6. Taxes and Fees: This is a net agreement. In addition to rent, the Customer agrees to pay all taxes, fees, and filing costs related to the use of the System, even billed after the end of the Agreement. Owner will file property tax returns and bill the Customer as soon as an invoice from the local jurisdiction is received. Owner has the option to estimate any taxes due for the year and bill the Customer periodically in advance on the basis of that estimate. The Customer agrees that if Owner pays any taxes or charges on the Customer’s behalf, Customer will reimburse Owner for all such payments and will pay Owner a fee for collecting and administering any taxes, assessments or fees and remitting them to the appropriate authorities. The Customer will indemnify Owner on an after-tax basis against the loss of any tax benefits anticipated at the Commencement Date arising out of the Customer’s acts or omissions. Owner may charge Customer a reasonable fee to cover documentation and investigation costs. Any amount charged under this agreement may include a profit.

7. UCC Filing: The Customer authorizes Owner or its assignee to sign any documents in connection with the Uniform Commercial Code (“UCC”) on the Customer's behalf. The Customer authorizes Owner to insert the serial number(s) of the System in this Agreement (including any schedules) and in any filings. In order to protect our rights in the System, Customer grants the Owner a security interest in the System if this Agreement is deemed a secured transaction and Customer authorizes Owner to record a UCC-1 financing statement or similar instrument, and appoint Owner as its attorney-in-fact to execute and deliver such instrument, in order to show Owner’s interest in the System.

8. Collateral Protection, Liability and Insurance: The Customer is responsible for any damage to or loss of the System and any losses or injury caused by the System. The Customer promises to keep the System fully insured against loss until the Agreement is paid in full and maintain insurance that protects Owner from liability for any damage or injury caused by the System or its use. The Customer promises to provide Owner with evidence of the insurance, showing Owner as the loss payee for the full replacement value of the System and additional insured for public liability and third party property insurance, upon request. If Customer fails to provide such evidence within 30 days after the commencement of this Agreement, Owner has the option, but not the obligation to do as provided in either (A) or (B) as follows, as determined in Owner’s discretion: (A) Owner may secure property loss insurance on the System from a carrier of Owner’s choosing in such forms and amounts as Owner deems reasonable to protect Owner’s interests. If Owner secures insurance on the System, Customer will not be named as an insured party, Customer’s interests may not be fully protected, and Customer will reimburse Owner the premium which may be higher than the premium Customer would pay if Customer obtained insurance, and which may result in a profit to Owner through an investment in reinsurance. If Customer is current in all of its obligations under the Agreement at the time of loss, any insurance proceeds received relating to insurance Owner obtains pursuant to this subsection (A) will be applied, at Owner’s option, to repair or replace the System, or to pay Owner the remaining payments due or to become due under this Agreement, discounted at 2% per annum; or (B) Owner may charge Customer a monthly damage surcharge of up to .0035 of the System cost as a result of Owner’s credit risk and administrative and other costs, as would be further described on a letter from Owner to Customer. We may make a profit on this program. NOTHING IN THIS PROVISION WILL RELIEVE CUSTOMER OF THE RESPONSIBILITY FOR LIABILITY INSURANCE ON THE SYSTEM. Owner may file claims and endorse insurance checks on the Customer’s behalf.

9. Indemnity: After installation, Owner is not responsible for any losses or injuries caused by the use or possession of the System. Customer agrees to hold Owner harmless and reimburse Owner for loss and to defend Owner against any claim for losses or injury caused by the System. This indemnity obligation will continue after the termination of this Agreement if the loss or injury occurred during the term of the Agreement. The Customer agrees to reimburse Owner for and defend Owner against any claims, for losses or injuries caused by the System, unless such losses or injuries are caused by the gross negligence or willful misconduct of Owner. IN NO EVENT SHALL OWNER BE RESPONSIBLE FOR ANY CONSEQUENTIAL OR INDIRECT DAMAGES.

10. Maintenance and Care of Owner’s System: The Customer agrees to install, use and maintain the System in accordance with the dealer specifications and use only those supplies supplied or approved by UBEO, LLC which meet manufacturer specifications. Customer agrees to maintain the System in good working condition, eligible for manufacturer’s certification, normal wear and tear excepted. Maintenance provided by UBEO, LLC is non-cancellable for the term of the agreement for the listed System. Maintenance includes and is limited to; parts repair or replacement and associated labor, for service required as a result of normal wear and tear. Supplies (toner and developer in colors, black, cyan, magenta and yellow) and waste toner bottles are included at no additional charge. Toner usage is based on manufacturer’s suggested yields. Excess usage can be billed when suggested yields are exceeded. Throughput materials (paper stocks, staples, etc.) and toner and developer in colors clear, gold, silver, white and fluorescent pink are NOT included. Work associated with Customer’s Information Technologies not listed on this Agreement, including but not limited to Software, Computers, Data Files and Network is not covered by the Owner, and is billable to Customer. Owner is not responsible for any damage to Customer’s Information Technology Systems. Customer is responsible for all Software Agreements and Owner is not a party to any such licensing but will include such software as part of the Agreement. Owner does not own any software and cannot transfer any interest in it to Customer. In Accordance with this agreement, within 10 days of the expiration or earlier termination, for whatever reason, of the Agreement, Customer will deliver the System to Owner in good condition and repair, except for normal wear and tear. UBEO, LLC agrees not to disclose any customer information to manufacturers or competitors that is not required by law.

11. Location of System: The Customer will keep the System at the location specified in this Agreement. The Customer must obtain Owner’s written permission to move the System. The Customer will allow Owner or its agents to inspect the System at any reasonable time wherever it is located.

12. Assignment: THE CUSTOMER HAS NO RIGHT TO SELL, TRANSFER, ENCUMBER, SUBLET OR ASSIGN THE SYSTEM OR THIS AGREEMENT. Owner may sell, transfer or assign this Agreement without notice and if Owner does, the assignee will have the same rights and benefits Owner has and will not have to perform any of “Owner’s” obligations. UBEO, LLC will retain those obligations and Customer agrees that the rights of the assignee will not be subject to any claims, defenses or setoffs the customer may have against the Owner.

13. Warranty Disclaimer: OWNER MAKES NO WARRANTY EXPRESS OR IMPLIED, INCLUDING THAT THE SYSTEM IS FIT FOR A PARTICULAR PURPOSE OR THAT THE SYSTEM IS MERCHANTABLE. OWNER TRANSFERS TO CUSTOMER ANY WRITTEN WARRANTIES MADE BY THE VARIOUS MANUFACTURERS REPRESENTED IN THIS AGREEMENT. CUSTOMER AGREES CUSTOMER HAS SELECTED THE SUPPLIER AND EACH ITEM OF SYSTEM AND ASSOCIATED PRODUCTS BASED UPON ITS OWN JUDGMENT AND DISCLAIM ANY RELIANCE UPON ANY ORAL STATEMENTS OR REPRESENTATIONS MADE BY OWNERS. CUSTOMER WILL CONTINUE TO MAKE ALL PAYMENTS UNDER THIS AGREEMENT REGARDLESS OF ANY CLAIM OR COMPLAINT AGAINST ANY SUPPLIER, LICENSOR OR MANUFACTURER, AND FAILURE OF A SERVICE PROVIDER TO PROVIDE SERVICES WILL NOT EXCUSE CUSTOMER’S OBLIGATIONS TO OWNER UNDER THIS AGREEMENT.

14. Default and Remedies: The Customer will be in default if any of the following occurs: (i) Customer does not pay any amount under this Agreement or other sum due to Owner or any other entity, (ii) Customer breaches any other term of this Agreement or any other agreement with Owner or any material agreement with any other entity, (iii) Customer or any guarantor dies, dissolves or terminates existence; (iv) Customer makes or has made false statement or misrepresentation to Owner; (v) there has been a material adverse change in Customer or any guarantor’s financial, business or operating condition; (vi) any guarantor defaults under any guaranty for this Agreement; (vii) Customer or any guarantor becomes insolvent or unable to pay its debts when due; Customer stops doing business as going concern; Customer merges, consolidates, or transfers all or substantially all of its assets; or (viii) Customer makes an assignment for the benefit of its creditors or voluntarily file or have filed against it an action under any bankruptcy proceedings. If the Customer defaults, Owner can take the following remedies: a) terminate this Agreement; b) require Customer to pay 1) all past due amounts hereunder and 2) all remaining payments for the unexpired term, discounted to present value at a 2% discount rate; c) require Customer to return the System to Owner at the Customer's expense; or d) exercise any other remedy available at law or equity. The Customer promises to pay Owner’s reasonable attorney fees and any cost associated with enforcement of this Agreement. Customer also agrees to pay interest on all past due amounts, from the due date, at 1.5% per month. This action will not void the Customer's responsibility to maintain and care for the System, nor will Owner be liable for any action taken on any third party’s behalf.

15. Business Agreement and Choice of Law: THE CUSTOMER AGREES THAT THIS AGREEMENT WILL BE GOVERNED UNDER THE APPLICABLE LAW OF THE STATE IN WHICH OWNER (OR, IF ASSIGNED BY OWNER, OWNER’S ASSIGNEE) MAINTAINS ITS PRINCIPAL OFFICES, AND ANY DISPUTE CONCERNING THIS AGREEMENT WILL BE ADJUDICATED IN A FEDERAL OR STATE COURT IN SUCH STATE. OWNER (AND ITS ASSIGNEE) AND CUSTOMER WAIVE THE RIGHT TO A TRIAL BY JURY IN THE EVENT OF A LAWSUIT AND WAIVE ANY RIGHT TO TRANSFER VENUE.

16. Renewal and Return of System: After the Minimum Term, as defined by the Agreement and any written extension thereof, this Agreement will automatically renew on a twelve (12) month basis unless 1) the Customer notifies Owner in writing not less than 90 days prior to the expiration of the Minimum Term or extension of its intention to return the System and 2) the Customer returns the System as provided below. Provided the Customer has given such timely notice, it shall return the System, freight and insurance prepaid, to Owner in good repair condition and working order, ordinary wear and tear excepted, in a manner and to a location designated by Owner. The Customer must pay any additional rents due until the System is received in good working condition by Owner or its agents. Customer is responsible for protecting and removing any confidential data/images stored on the System prior to its return for any reason. Customer may not terminate this Agreement early without Owner’s consent.

17. Other Rights: The Customer agrees that Owner's delay, or failure to exercise any rights, does not prevent Owner from exercising them at a later time. If any part of this Agreement is found to be invalid, then it shall not invalidate any of the other parts and the agreement shall be modified to the minimum extent as permitted by law. The terms of this Agreement supersede any related Purchase order.

18. UCC-2A Provisions: Customer waives any and all rights and remedies granted to Customer under Sections 2A-508 through 2A-522 of the UCC and agrees that this Agreement, in the hands of Owner’s assignee, is, or shall be treated as, an agreement of the type defined in Section 103(1)(g) of Article 2A of the UCC.

19. Entire Agreement: This Agreement represents the entire Agreement between Owner and the Customer regarding the financing of the System. Neither Owner nor the Customer will be bound by any amendment, waiver, or other change unless agreed to in writing and signed by both parties.

20. MISCELLANEOUS: Any change in any of the terms and conditions of this Agreement must be in writing and signed by Owner. Customer agrees, however, that Owner is authorized, without notice to Customer, to supply missing information or correct obvious errors in this Agreement. A fax or electronically transmitted version of Customer’s signature on this Agreement when received by Owner shall be binding upon Customer as if originally signed. The parties agree that this Agreement and any related documents may be authenticated by electronic means. Customer agrees not to raise as a defense to the enforcement of this Agreement or any related documents that Customer executed or authenticated by electronic means. However, this Agreement shall be binding on Owner when signed by Owner. Both Customer and Owner agree that the version of this Agreement with Owner’s original signature shall constitute the original authoritative version. Within 30 days after Owner’s request, Customer will deliver all requested information (including tax returns) which Owner deems reasonably necessary to determine Customer’s current financial condition and faithful performance of the terms hereof.

ADDENDUM "A" TO U-MANAGE RENTAL AGREEMENT

UBEO, LLC is pleased to provide the City of Alvarado with the latest, state-of-the-art digital technology. To ensure 100% satisfaction, below are additional guarantees to complement the U-MANAGE Rental Agreement.

- **Flexibility** – In an effort to eliminate counter-productivity with your document output device, UBEO will work with the City of Alvarado to jointly decide when to exercise the Rental's flexibility clause to upgrade or downgrade device throughout the contracted rental term without financial penalty or buyout.

- **Texas DIR Pricing Compliance -** UBEO U-Manage Rental pricing is in compliance with The Texas DIR Pricing Cooperative Program CPO-4435.

City of Alvarado	**UBEO, LLC**
______________________________	______________________________
By: (Please Print)	By:
____________________________	____________________________
Signature & Title	Signature & Title
____________________________	____________________________
Date	Date

CERTIFICATE OF INTERESTED PARTIES

FORM **1295**

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2025-1286961

Date Filed:
03/26/2025

Date Acknowledged:

1 **Name of business entity filing form, and the city, state and country of the business entity's place of business.**
UBEO LLC
Grapevine , TX United States

2 **Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**
City of Alvarado

3 **Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.**
3183602
Office Equipment

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary

5 **Check only if there is NO Interested Party.** [X]

6 **UNSWORN DECLARATION**

My name is Scott Hanson, and my date of birth is 3-27-1969.

My address is 601 Westport Pkwy #200 (street), Grapevine (city), TX (state), 76051 (zip code), USA (country).

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Tarrant County, State of Texas, on the 26 day of March (month), 2025 (year).

Signature of authorized agent of contracting business entity
(Declarant)

TEXAS ADDENDUM
(STATE AND LOCAL GOVERNMENT)

AGREEMENT
3183602

Addendum to Agreement # 3183602, between City of Alvarado, as Customer and UBEO, LLC, as Owner. The words you and your refer to Customer. The words we, us and our refer to Owner.

The parties wish to amend the above-referenced Agreement by adding the following language:

You represent and warrant pursuant to Texas Government Code Section 2252.908 and Texas Administrative Code Chapter 46 the following (select one of the applicable):

_____ You have received the required "disclosure of interested parties" from us that was submitted by us to the Texas State Ethics Commission.

_____ The Agreement is for less than $1,000,000 and a Customer's Counsel's Opinion has been provided to us confirming the following applies: (a) your governing body has legal authority to delegate to its staff the authority to execute the Agreement; (b) your governing body has delegated to its staff the authority to execute the Agreement; and (c) your governing body did not participate in the selection of the business entity with which the Agreement is entered into.

By signing this Addendum, Customer acknowledges the above changes to the Agreement and authorizes Owner to make such changes. In the event of any conflict between this Addendum and the Agreement, this Addendum shall prevail. In all other respects, the terms and conditions of the Agreement remain in full force and effect and remain binding on Customer.

UBEO, LLC		**City of Alvarado**	
Owner		Customer	
		X	
Signature		Signature	
Title	Date	Title	Date

NOTE: SIGNER OF THIS DOCUMENT MUST BE SAME AS ON THE AGREEMENT. A FACSIMILE OF THIS DOCUMENT WITH SIGNATURE SHALL BE CONSIDERED TO BE AN ORIGINAL. CAPITALIZED TERMS IN THIS DOCUMENT ARE DEFINED AS IN THE AGREEMENT, UNLESS SPECIFICALLY STATED OTHERWISE.

A634 REV 03/17

TEXAS ADDENDUM
(STATE AND LOCAL GOVERNMENT)

AGREEMENT
3183602

Addendum to Agreement # 3183602 and any future supplements/schedules thereto, between City of Alvarado, as Customer and UBEO, LLC, as Owner. The words "you" and "your" refer to Customer. The words "we," "us" and "our" refer to Owner.

The parties wish to amend the above-referenced Agreement by adding the following language:

> In accordance with Subtitle F, Title 10, Chapter 2274 of the Texas Government Code (the "Firearms Non-Discrimination Act"), we hereby verify that (a) neither we nor any of our affiliates that are included in the definition of "Company" contained in the Firearms Non-Discrimination Act (each, an "Affiliate") have a practice, policy, guidance or other directive that discriminates against a firearm entity or firearm trade association, and (b) neither we nor any of our Affiliates will discriminate during the term of the Agreement against a firearm entity or firearm trade association. Terms used without definition in this paragraph have the meanings given in the Firearms Non-Discrimination Act.
>
> We represent that, to the extent the Agreement constitutes a contract for goods or services having a value of $100,000 or more that is to be paid wholly or partly from your public funds and for which a written verification is required under Section 2274.002 (as added by Senate Bill 13 in the 87th Texas Legislature, Regular Session), Texas Government Code, as amended, we hereby verify that we and our parent company, wholly or majority-owned subsidiaries, and other affiliates, if any, do not boycott energy companies and will not boycott energy companies during the term of the Agreement. The foregoing verification is made solely to enable you to comply with such Section. As used in the foregoing verification, "boycott energy companies" shall have the meaning set forth in Section 809.001, Texas Government Code.

By signing this Addendum, Customer acknowledges the applicable changes noted above are incorporated by reference into the Agreement. In all other respects, the terms and conditions of the Agreement remain in full force and effect and remain binding on Customer. In the event of any conflict between the terms and conditions of the Agreement and this Addendum, the terms and conditions of this Addendum shall control. Customer has caused this Addendum to be executed by its duly authorized officer as of the date below.

UBEO, LLC		**City of Alvarado**	
Owner		Customer	
		X	
Signature		Signature	
Title	Date	Title	Date

NOTE: CAPITALIZED TERMS IN THIS DOCUMENT ARE DEFINED AS IN THE AGREEMENT, UNLESS SPECIFICALLY STATED OTHERWISE.

11576 REV 10/21

Addendum to Agreement # 3183602 and any future supplements/schedules thereto, between CITY OF ALVARADO, as Customer and UBEO, LLC, as Owner. The words "you" and "your" refer to Customer. The words "we" and "us" refer to Owner.

1. The parties wish to amend the above-referenced Agreement by adding the following language:

REPRESENTATIONS AND WARRANTIES OF CUSTOMER: You hereby represent and warrant to us that: (i) you have been duly authorized under the Constitution and laws of the applicable jurisdiction and by a resolution or other authority of your governing body to execute and deliver this Agreement and to carry out your obligations hereunder; (ii) all legal requirements have been met, and procedures have been followed, including public bidding, in order to ensure the enforceability of this Agreement; (iii) this Agreement is in compliance with all laws applicable to you, including any debt limitations or limitations on interest rates or finance charges; (iv) the Equipment will be used by you only for essential governmental or proprietary functions of you consistent with the scope of your authority, will not be used in a trade or business of any person or entity, by the federal government or for any personal, family or household use, and your need for the Equipment is not expected to diminish during the term of this Agreement; (v) you have funds available to pay Payments until the end of your current appropriation period, and you intend to request funds to make Payments in each appropriation period, from now until the end of the term of this Agreement; and (vi) your exact legal name is as set forth on page one of this Agreement.

INITIAL TERM AND RENEWAL TERM(S): The term of the Agreement consists of an initial term beginning on the date we pay Supplier and ending at the end of your fiscal year in which we pay Supplier, and a series of renewal terms, each co-extensive with your fiscal year. Except to the extent required by applicable law, if you do not exercise your right to terminate the Agreement under the Non-Appropriation or Renewal paragraph as of the end of any fiscal year, the Agreement will be deemed automatically renewed for the next succeeding renewal term.

An election by you to terminate the Agreement under the Non-Appropriation or Renewal paragraph is not a default.

Notwithstanding anything to the contrary set forth in the Agreement, if we cancel the Agreement following a default by you, we may require that you pay the unpaid balance of Payments under the Agreement through the end of your then-current fiscal year, but we may not require you to pay future Payments due beyond that fiscal year or the anticipated residual value of the Equipment. If we sell the Equipment following a default by you, you will not be responsible for a deficiency, except to the extent of our costs of repossession, moving, storage, repair and sale, and our attorneys' fees and costs.

NON-APPROPRIATION OR RENEWAL: If either sufficient funds are not appropriated to make Payments or any other amounts due under this Agreement or (to the extent required by applicable law) this Agreement is not renewed either automatically or by mutual ratification, this Agreement shall terminate and you shall not be obligated to make Payments under this Agreement beyond the then-current fiscal year for which funds have been appropriated. Upon such an event, you shall, no later than the end of the fiscal year for which Payments have been appropriated or the term of this Agreement has been renewed, deliver possession of the Equipment to us. If you fail to deliver possession of the Equipment to us, the termination shall nevertheless be effective but you shall be responsible, to the extent permitted by law and legally available funds, for the payment of damages in an amount equal to the portion of Payments thereafter coming due that is attributable to the number of days after the termination during which you fail to deliver possession and for any other loss suffered by us as a result of your failure to deliver possession as required. You shall notify us in writing within seven days after (i) your failure to appropriate funds sufficient for the payment of the Payments or (ii) to the extent required by applicable law, (a) this Agreement is not renewed or (b) this Agreement is renewed by you (in which event this Agreement shall be mutually ratified and renewed), provided that your failure to give any such notice under clause (i) or (ii) of this sentence shall not operate to extend this Agreement or result in any liability to you.

SUPPLEMENTS; SEPARATE FINANCINGS: To the extent applicable, in the event that the parties hereafter mutually agree to execute and deliver any supplement or schedule ("Supplement") under the above-referenced Agreement, such Supplement, as it incorporates the terms and conditions of the Agreement, shall be a separate financing distinct from the Agreement or other Supplements thereto. Without limiting the foregoing, upon the occurrence of an event of default or a non-appropriation event with respect to the Agreement or a Supplement (each, a separate "Contract"), as applicable, we shall have the rights and remedies specified in the Agreement with respect to the Equipment financed and the Payments payable under such Contract, and we shall have no rights or remedies with respect to Equipment financed or Payments payable under any other Contract unless an event of default or non-appropriation event has also occurred under such other Contract.

2. The parties wish to amend the above-referenced Agreement by restating certain language as follows:

Any provision in the Agreement stating that you shall indemnify and hold us harmless is hereby amended and restated as follows: "You shall not be required to indemnify or hold us harmless against liabilities arising from this Agreement. However, as between you and us, and to the extent permitted by law and legally available funds, you are responsible for and shall bear the risk of loss for, shall pay directly, and shall defend against any and all claims, liabilities, proceedings, actions, expenses, damages or losses arising under or related to the Equipment, including, but not limited to, the possession, ownership, lease, use or operation thereof, except that you shall not bear the risk of loss of, nor pay for, any claims, liabilities, proceedings, actions, expenses, damages or losses that arise directly from events occurring after you have surrendered possession of the Equipment in accordance with the terms of this Agreement to us or that arise directly from our gross negligence or willful misconduct."

Any provision in the Agreement stating that the Agreement is governed by a particular state's laws and you consent to such jurisdiction and venue is hereby amended and restated as follows: "This Agreement will be governed by and construed in accordance with the laws of the state of Texas. You consent to jurisdiction and venue of any state or federal court in Johnson County, Texas and waive the defense of inconvenient forum."

Any provision in the Agreement stating this Agreement supersedes any invoice and/or purchase order is hereby amended and restated as follows: "You agree that the terms and conditions contained in this Agreement, which, with the acceptance certification, is the entire agreement between you and us regarding the Equipment and which supersedes any purchase order, invoice, request for proposal, response or other related document."

Any provision in the Agreement stating that this Agreement shall automatically renew unless the Equipment is purchased, returned or a notice requirement is satisfied is hereby amended and restated as follows: "Unless the purchase option is $1.00 or $101.00, you agree to send us written notice at least 30 days before the end of the final renewal term that you want to purchase or return the Equipment, and you agree to so purchase or return the Equipment not later than the end of the final renewal term. If you fail to so purchase or return the Equipment at or before the end of the final renewal term, you shall be a holdover tenant with respect to this Agreement and the Equipment, and this Agreement shall renew on a month-to-month basis under the same terms hereof until the Equipment has been purchased or returned."

Any provision in the Agreement stating that we may assign this Agreement is hereby amended and restated as follows: "We may sell, assign, or transfer this Agreement without notice to or consent from you, and you waive any right you may have to such notice or consent."

Any provision in the Agreement stating that you grant us a security interest in the Equipment to secure all amounts owed to us under any agreement is hereby amended and restated as follows: "To the extent permitted by law, you grant us a security interest in the Equipment to secure all amounts you owe us under this Agreement and any supplements hereto. You authorize and ratify our filing of any financing statement(s) and the naming of us on any vehicle title(s) to show our interest."

Any provision in the Agreement stating that a default by you under any agreement with our affiliates or other lenders shall be an event of default under the Agreement is hereby amended and restated as follows: "You will be in default if: (i) you do not pay any Payment or other sum due to us under this Agreement when due or you fail to perform in accordance with the covenants, terms and conditions of this Agreement; (ii) you make or have made any false statement or misrepresentation to us; or (iii) you dissolve, liquidate, terminate your existence or are in bankruptcy.

NOTE: CAPITALIZED TERMS IN THIS DOCUMENT ARE DEFINED AS IN THE AGREEMENT, UNLESS SPECIFICALLY STATED OTHERWISE.

Any provision in the Agreement stating that you shall pay our attorneys' fees is hereby amended and restated as follows: "In the event of any dispute or enforcement of rights under this Agreement or any related agreement, you agree to pay, to the extent permitted by law and to the extent of legally available funds, our reasonable attorneys' fees (including any incurred before or at trial, on appeal or in any other proceeding), actual court costs and any other collection costs, including any collection agency fee."

Any provision in the Agreement requiring you to pay amounts due under the Agreement upon the occurrence of a default, failure to appropriate funds or failure to renew the Agreement is hereby amended to limit such requirement to the extent permitted by law and legally available funds.

3. If your end-of-term option is the purchase of all Equipment for $1.00 or $101.00, the following applies: Unless otherwise required by law, upon your acceptance of the Equipment, title to the Equipment shall be in your name, subject to our interest under this Agreement.

4. With respect to any "Financed Items," the following provisions shall be applicable to such Financed Items:

This Addendum concerns the granting to you of certain software and/or software license(s) ("Licensed Software"), the purchase by you of certain software components, including but not limited to, software maintenance and/or support ("Products") and/or the purchase by you of certain implementation, integration, training, technical consulting and/or professional services in connection with software ("Services") (collectively, the "Financed Items") from software licensor(s) and/or supplier(s) (collectively, the "Supplier"), all as further described in the agreement(s) between you and Supplier (collectively, the "Product Agreement"). For essential governmental purposes only, you have requested and we have agreed that instead of you paying the fees pursuant to the Product Agreement to Supplier for the Financed Items, we will satisfy your obligation to pay such fees to Supplier, and in consideration thereof, you shall repay the sums advanced by us to Supplier by promptly making certain installment payments to us, which are included in the Payments set forth in the Agreement.

To the extent permitted by law, you grant us a security interest in the license(s), including without limitation, all of your rights in the Licensed Software granted thereunder, the Products, all rights to payment under the Product Agreement, the Financed Items, and all proceeds of the foregoing to secure all amounts you owe us under this Agreement. You authorize and ratify our filing of any financing statement(s) to show our interest.

Ownership of any Licensed Software shall remain with Supplier thereof. All Financed Items shall be provided by a Supplier unrelated to us, and your rights with respect to such Financed Items shall be governed by the Product Agreement between you and Supplier, which shall not be affected by this Agreement. IN NO EVENT SHALL WE HAVE ANY OBLIGATION TO PROVIDE ANY FINANCED ITEMS, AND ANY FAILURE OF SUPPLIER TO PROVIDE ANY FINANCED ITEMS SHALL NOT EXCUSE YOUR OBLIGATIONS TO US IN ANY WAY. YOU HAVE SELECTED SUPPLIER AND THE FINANCED ITEMS BASED UPON YOUR OWN JUDGMENT. WE DO NOT TAKE RESPONSIBILITY FOR THE INSTALLATION OR PERFORMANCE OF THE FINANCED ITEMS. SUPPLIER IS NOT AN AGENT OF OURS AND WE ARE NOT AN AGENT OF SUPPLIER, AND NOTHING SUPPLIER STATES OR DOES CAN AFFECT YOUR OBLIGATIONS HEREUNDER. **YOU WILL MAKE ALL PAYMENTS UNDER THIS AGREEMENT REGARDLESS OF ANY CLAIM OR COMPLAINT AGAINST ANY SUPPLIER, LICENSOR OR MANUFACTURER, AND ANY FAILURE OF A SERVICE PROVIDER TO PROVIDE SERVICES WILL NOT EXCUSE YOUR OBLIGATIONS TO US UNDER THIS AGREEMENT. WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, AS TO THE FINANCED ITEMS COVERED BY THE PRODUCT AGREEMENT AND TAKE ABSOLUTELY NO RESPONSIBILITY FOR MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR AS TO ANY PATENT, TRADEMARK OR COPYRIGHT INFRINGEMENT, CONDITION, QUALITY, ADEQUACY, TITLE, DATA ACCURACY, SYSTEM INTEGRATION, FUNCTION, DEFECTS OR ANY OTHER ISSUE IN REGARD TO THE FINANCED ITEMS.** YOU HEREBY WAIVE ANY CLAIM (INCLUDING ANY CLAIM BASED ON STRICT LIABILITY OR ABSOLUTE LIABILITY IN TORT) THAT YOU MAY HAVE AGAINST US FOR ANY LOSS, DAMAGE (INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS, LOSS OF DATA OR ANY OTHER DAMAGES) OR EXPENSE CAUSED BY THE FINANCED ITEMS COVERED BY THE PRODUCT AGREEMENT OR A TERMINATION OF THE FINANCED ITEMS PURSUANT TO AN EVENT OF DEFAULT, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE, LOSS, EXPENSE OR COST.

The following shall be additional events of default under the Agreement: (i) you fail to perform in accordance with the covenants, terms and conditions of the Product Agreement, or (ii) the Product Agreement is terminated, suspended, materially restricted or limited.

The following shall be additional remedies we have for your default under the Agreement: We shall have the right to: (a) cause the termination of the Financed Items and you irrevocably consent to such termination of the Financed Items by Supplier; and (b) require you to immediately stop using the Financed Items (regardless of whether you are in default under the Product Agreement) and you shall, at our option, either deliver to us a certification executed by a duly authorized officer certifying that you have ceased use of the Financed Items or deliver the Financed Items to a location designated by us. In the event you are entitled to transfer the right to use the Financed Items to any third party, you hereby agree to transfer any such right to use the Financed Items to any third party selected by us and acknowledge that you shall have no right to fees payable by any third party in connection with such transfer. However, we shall not be required to mitigate our damages caused by a default by transferring any Financed Items to a third party.

The parties wish to amend the above-referenced Agreement as follows:

The following language on page 1, "THIS AGREEMENT CANNOT BE TERMINATED EARLY." has been replaced in its entirety with the following language:

"THIS AGREEMENT IS NONCANCELABLE, IRREVOCABLE AND CANNOT BE TERMINATED, EXCEPT BY NON-APPROPRIATION, AS PROVIDED IN THE STATE AND LOCAL GOVERNMENT ADDENDUM TO THIS AGREEMENT."

Section 2. Payment:

Sentence 5, as stated below, has been removed in its entirety:

"If any payment is more than ten days late, the Customer agrees to pay a fee of up to 15% or $29 (whichever is greater) on the overdue amount, but not to exceed the maximum amount allowed by law."

By signing this Addendum, Customer acknowledges the applicable changes noted above are incorporated by reference into the Agreement. In all other respects, the terms and conditions of the Agreement remain in full force and effect and remain binding on Customer. In the event of any conflict between the terms and conditions of the Agreement and this Addendum, the terms and conditions of this Addendum shall control. Customer has caused this Addendum to be executed by its duly authorized officer as of the date below.

UBEO, LLC	**CITY OF ALVARADO**
Owner	Customer
	X
Signature	Signature
Title Date	Title Date

NOTE: CAPITALIZED TERMS IN THIS DOCUMENT ARE DEFINED AS IN THE AGREEMENT, UNLESS SPECIFICALLY STATED OTHERWISE.

Service Level Agreement Between
UBEO Business Services and City of Alvarado (Customer)

SERVICES – UBEO, LLC, dba Ubeo Business Services ("Ubeo") agrees to service and maintain all equipment listed in uManage Rental and any additional supplements for the term of this associated uManage Rental except as follows: use of supplies, spare parts or paper that do not meet manufacturer's specifications and cause abnormal service problems; and fire, accident, theft, or damage to the machine due to repairs or movement by someone other than an authorized Ubeo representative. A service call is defined when a customer notifies Ubeo of a mechanical failure. Operator errors and preventative maintenance calls are not considered service calls.

a) If replacement of consumable items recommended by Ubeo service representative is not complied with and results in additional service calls, customer will be charged at Ubeo's normal hourly rates. These consumable items are to include, but not be limited to toner, developer, drums, and supply modules.
b) Ubeo shall not be responsible for repairs or maintenance resulting from the use of supplies or parts not obtained from Ubeo. Any repairs resulting from the use of supplies or parts not obtained through Ubeo will be charged to customer at current Ubeo rates.
c) Ubeo shall not be responsible for delays, inability to provide service calls due to strikes, accidents, Acts of God or any other event beyond its control. All Service under this agreement shall be rendered during normal working hours of 8:00am to 5:00pm. (Customer's local time), Monday through Friday, exclusive of customer's business hours, unless otherwise agreed upon by the parties.

SERVICE LEVEL AGREEMENTS ("SLAs") - Customer requires that certain SLA targets are used to measure the performance of the program. From time to time, these SLA targets may change, but only by the mutual agreement of the parties in writing. Any and all changes to these SLA target will be documented and attached to this Work Order as an addendum. Under the terms of this Work Order, Ubeo agrees to the following SLAs:

a) Uptime: Ubeo will maintain an overall uptime percentage of the technology fleet at Customer site(s) of 95%. Uptime is measured quarterly, Monday through Friday 8:00am – 5:00pm excluding recognized holidays.
b) Service Response Time: Ubeo will respond to the end user on all customer service requests for the equipment with an average 4-hour response time. Average Response Time will be measured quarterly.
c) Protection Clause **:** If UBEO assigns agreement to a person or entity that is not legally authorized to perform work for the Customer, customer can provide UBEO a written notice of their intent to cancel the maintenance and supply portion of the agreement. Customer would be responsible for all remaining equipment Rental payment but would be relieved of any future service and supply expenditures.

UBEO Business Services	**City of Alvarado**
Signature: ____________________	Signature: ____________________
Name: ______________________	Name: ______________________
Title: _______________________	Title: _______________________
Date: _______________________	Date: _______________________

UBEO BUSINESS SERVICES

EQUIPMENT REMOVAL & BUYOUT AUTHORIZATION

Sales Order # ________

Date: ____________________

Customer Name: City of Alvarado
Customer Address: 104 W College St.
City: Alvarado State: TX Zip: 76009
Customer Phone: (817) 790-3351
Customer Contact: Donielle Suber

This letter will confirm that you have requested that UBEO, LLC remove the items of equipment identified on the UBEO, LLC Customer Work Order and/or its Attachment/Supplements to this Authorization ("Equipment").

X 3rd Party Buyout-Attach appropriate documentation (copy of 3rd buyout, contract, 3rd party invoice)

Payable to: City of Alvarado $ Amount: $15,123.05
Address: 104 W Colleg St.
City: Alvarado State: TX Zip: 76009

Model: Canon iR-ADV C5840	Serial: 2YJ14974
Model: Ricoh IM C6000	Serial: 3141RA10741

X Return shipping and / or removal fee paid for by Customer $ Amount: Included / $0

You have requested that UBEO remove the items of equipment identified below and ship back to the finance partner as applicable. You agree to pay UBEO for the removal and applicable return shipping charges on the equipment referenced below to its designated party.

Model: Canon iR-ADV C5550 III	Serial: 2JG01589
Model: Canon iR-ADV C5535 III	Serial: 2KJ02341
Model: Canon iR-ADV C5535 III	Serial: 2KJ02339
Model: Canon iR-ADV C256 III	Serial: 2MV02594

By signing below, you confirm and agree that (1) you have requested that UBEO, LLC remove the Equipment, (2) you have good, valid and marketable title to the Equipment and/or have satisfied all payment and other obligations relating to the Equipment which may be owing to any third party under any applicable financing, sale or other agreements, (3) you have obtained any and all necessary consents and approvals required to authorize UBEO, LLC to remove such items of Equipment and/or take title thereto, (4) by this Authorization, you hereby transfer good and valuable title and ownership to UBEO, LLC to the Equipment, free and clear of any and all liens and encumbrances of any nature whatsoever, or to act as your agent to return the Equipment and (5) customer affirms that any and all private or confidential information has been removed from the unit's data storage devices to include internal hard drives and RAM memory and that the unit described above is ready for possible 3rd party disposition.

UBEO, LLC does not assume any obligation, payments or otherwise, under any financing, sale or other agreements relating to the Equipment. Such agreements shall remain your sole responsibility. As a material condition to the performance by UBEO, LLC, you hereby release UBEO from and shall indemnify, defend and hold UBEO, LLC harmless from and against, any and all claims, liabilities, costs, expenses and fees arising from or relating to any breach of your representations or obligations in this Authorization or of any obligation owing by you to any third party in respect of the Equipment.

Customer Name:		**UBEO, LLC**
Signature:		
Title:		
Date:		

EQUIPMENT REMOVAL & BUYOUT AUTHORIZATION

Sales Order # ________

Date: ________

Customer Name: City of Alvarado
Customer Address: 104 W College St.
City: Alvarado State: TX Zip: 76009
Customer Phone: (817) 790-3351
Customer Contact: Donielle Suber

This letter will confirm that you have requested that UBEO, LLC remove the items of equipment identified on the UBEO, LLC Customer Work Order and/or its Attachment/Supplements to this Authorization ("Equipment").

X Return shipping and / or removal fee paid for by Customer $ Amount: Included / $0

You have requested that UBEO remove the items of equipment identified below and ship back to the finance partner as applicable. You agree to pay UBEO for the removal and applicable return shipping charges on the equipment referenced below to its designated party.

Model	Serial
HP Smarttank 7300	
HP Smarttank 7300	
HP LaserJet Pro M102w	
HP OfficeJet Pro 7740	
Xerox Phaser 3260	
Canon ImageClass 632	
Canon ImageClass 632	
HP LaserJet Pro M404n	
HP Color LaserJet Pro 3301	

By signing below, you confirm and agree that (1) you have requested that UBEO, LLC remove the Equipment, (2) you have good, valid and marketable title to the Equipment and/or have satisfied all payment and other obligations relating to the Equipment which may be owing to any third party under any applicable financing, sale or other agreements, (3) you have obtained any and all necessary consents and approvals required to authorize UBEO, LLC to remove such items of Equipment and/or take title thereto, (4) by this Authorization, you hereby transfer good and valuable title and ownership to UBEO, LLC to the Equipment, free and clear of any and all liens and encumbrances of any nature whatsoever, or to act as your agent to return the Equipment and (5) customer affirms that any and all private or confidential information has been removed from the unit's data storage devices to include internal hard drives and RAM memory and that the unit described above is ready for possible 3rd party disposition.

UBEO, LLC does not assume any obligation, payments or otherwise, under any financing, sale or other agreements relating to the Equipment. Such agreements shall remain your sole responsibility. As a material condition to the performance by UBEO, LLC, you hereby release UBEO from and shall indemnify, defend and hold UBEO, LLC harmless from and against, any and all claims, liabilities, costs, expenses and fees arising from or relating to any breach of your representations or obligations in this Authorization or of any obligation owing by you to any third party in respect of the Equipment.

Customer Name:		**UBEO, LLC**
Signature:		
Title:		
Date:		

Summary of UBEO's Proposal for City's Copiers

Executive Summary:

Our goal with the City of Alvarado is to provide an in-depth analysis of the entire city's print fleet, uncovering all weaknesses, challenges, security risks, and expenses. Through this in-depth evaluation, UBEO Business Services and the City of Alvarado were able to co-author a customized solution based on our findings and the city's specific needs.

Current Situation Summary:

21 Existing Equipment - 5 on lease with Canon, 1 on lease with Ricoh, and 15 unmanaged desktop printers. With 23,069 B/W and 26,295 Color pages used per month.

Current Expense Breakdown

Current Monthly Lease Expense	$1,343.59
Current Monthly Average B&W Overage Expense	$109.25
Current Monthly Average Color Overage Expense	$1,208.52
Insurance Charges	$27.49
Unmanaged Devices Depreciation	$79.76
Unmanaged Devices Toner Expenditures	$153.00
Total Current Monthly Expenses:	**$2,921.61**

Proposed Co-Authored Solution:

13 Proposed Devices - 6 Ricoh Multi-Function Copiers, 6 Lexmark Multi-Function Desktop Printers, 1 Lexmark Desktop Printer for placement in the following locations/departments:

- City Hall
- Municipal Court
- Administration
- Public Library
- Police Department
- Public Works
- Animal Services

Ubeo Business Services' Proposed Pricing Breakdown

Equipment	Monthly Page Allotment	Pricing
(6) Ricoh C4510 Multi-Function Copiers (6) Lexmark XC4352 Multi-Function Desktop Printers (1) Lexmark M3350 Desktop Printer	40,000 B/W Pages Included Overages at $0.009 / Page 10,000 Color Pages Included Overages at $0.057 / Page	**$2,810.00 / Mo.** **60 Month Term** **State of Texas DIR CO-OP Contract**

- The proposed solution is fully compliant with the State of Texas DIR Cooperative Contract.
- UBEO will cut a check to cover all remaining payments of current leases, and handle shipping/return logistics for existing devices.
- UBEO Rental allows flexibility to change technology or volume commitments as needs change with no financial penalty
- Includes Equipment, Service, and Toners & Supply Coverage (excluding paper & staples)
- Includes Delivery, Network Cable & Installation and Unlimited Training
- Overages are Billed Quarterly
- Property Tax inclusive.

Summary of Benefits for Proposed Solution

- The rental program provides the City with the flexibility to upgrade or downgrade devices throughout the term of the agreement, aligning with evolving business needs.
- A single vendor will manage all devices, streamlining support and service.
- All equipment is in compliance with the State of Texas DIR CO-OP Contract. (CPO-4435)
- All proposed devices are fully compatible with the city's **Incode** software.
- Devices will be configured to default to black and white printing, with color printing available as needed.
- Toner costs and administrative overhead associated with expense management will be reduced.
- Devices will be standardized across all city departments for greater efficiency and consistency.
- An additional device will be added at City Hall to alleviate workflow bottlenecks.
- Security risks will be mitigated by removing vulnerable devices and ensuring continuous firmware updates.
- Nine unmanaged personal devices will be removed, reducing unbudgeted operational expenses.
- Two additional workgroup devices will be added, while still providing cost savings.

City Council Meeting Management Report
Meeting Date: 06/16/2025
Contact: Beth A Walls, Director, Human Resources

AGENDA ITEM:
7. Presentation by Heath Haigood representing HUB International regarding recommendations for 2025-26 benefit plans. (Walls)

8. Consideration and action to approve authorizing the City Manager to enter into an agreement with HUB International for 2025-26 benefit plans. (Walls)

BACKGROUND & FINDINGS:

We are finishing up our first year with HUB International as our benefits broker. Last year we changed our medical/dental benefits to Cigna and our life benefits to MetLife.

CIGNA Medical/Dental:
The change to Cigna has been very positive and our employees have expressed satisfaction with this new coverage. However, due to a large increase in the number of high dollar claims this year, we will be seeing an increase in the premiums.

We are currently paying 50% of the annual premium for dependent coverage on medical. That was approved by Council starting with the 2023-24 benefit year. With the increase in the premiums for 2025, we will be asking Council to consider a change to that percentage. We received the following information from HUB regarding what our surrounding cities have elected to do:

- **Alvarado:** Funds 84% of the total cost of healthcare. 100% for employees / 50% for dependents
- **Cleburne:** Funds 88% of the total cost of healthcare. 98% for employees / 65% for dependents
- **Joshua:** Funds 74% of the total cost of healthcare. 89% for employees / 28% for dependents
- **Venus:** Funds 83% of the total cost of healthcare. 100% for employees/ 50% for dependents.
- **Burleson:** Funds 87% of the total cost of healthcare. 98% for employees / 76% for dependents
- **Midlothian:** Funds 82% of the total cost of healthcare. 100% for employees / 65% for dependents

For reference, HUB's municipal benchmark for all of their cities is: 85% of the total cost of healthcare. 96% for employees / 66% for dependents.

METLIFE:
MetLife has been difficult to administer. Their enrollment portal makes it hard to get new employees enrolled and there have been many errors that had to be fixed causing a lot of extra work for hr, payroll and finance. An employee who applied for short-term disability and long-term disability found the process for them was horrible which is unacceptable.

In addition, we are moving to an on-line process which will speed up the enrollment process for our employees which will make that process easier for them and should save the HR department time and minimize the opportunity for mistakes that can happen in a manual process. MetLife would not work with HUB to become part of that process.

For these reasons, we asked HUB to look at other potential providers.

FLEXIBLE SPENDING ACCOUNT:
We also have had American Fidelity administering our flexible spending account for some time. The information demanded from an employee each time they have used their card was very frustrating and when the information wasn't provided, American Fidelity turned off the flex card until they received it, in essence not allowing the employee access to their own money. We had about 25% of our subscribers in 2024 cancel their account in 2025 because of this and I knew that if we didn't make a change, we would have even more drop with the next enrollment period. So, we asked HUB to get quotes from several other providers for us to consider.

AMERITAS VISION/HEARING:
Ameritas has been our provider for vision and hearing for many years. They are easy to administer and the coverage is good. They are increasing the premium by 3% which is the first increase in the time I've been here. I have asked to get the cost to change our plan so that employees are covered for new frames every 12 months instead of the current 24 months which may increase the premium a bit more. We will have that information on Monday night.

EMPLOYEE ASSISTANCE PROGRAM
Some of the high dollar claims were a result of employees seeking mental health assistance. We had a very limited EAP coverage with MetLife but it took a long time to get the information from MetLife to provide it to employees. I have seen the value of a free-standing EAP program so Hub was asked to provide us with information on plans we could consider. The plan we are looking at costs $4500 for the year which covers every employee and every family member. An employee and/or their family member can get 5 visits for each event they experience. We will do a broad campaign to educate our folks about this plan and how it works.

RECOMMENDATION:

1) Continue with CIGNA Medical/Dental
   a. Adjust the Dependent Coverage to 100% Employee Paid by City/ 60% Dependent Premium Paid by City
2) Replace MetLife with Guardian Life
3) Replace the American Fidelity FSA Administration with Surency.
4) Continue with Ameritas Vision and Hearing benefit.
5) Add an Employee Assistance Program to the benefits the city provides to all employees.

MANAGEMENT REVIEW: Paul DeBuff, City Manager

Motion Language:

> I make a motion to authorize the City Manager to enter into an agreement with HUB International as our agent to approve selected 2025-26 benefit plans.

City Council Meeting Management Report
Meeting Date: June 16, 2025
Contact: Gus Chavarria

AGENDA ITEM:
Presentation by Birkhoff, Hendricks & Carter, L.L.P. for the Water, Wastewater and Stormwater Master Plan update.

BACKGROUND & FINDINGS:
The Water Master Plan was last revised in 2018 and requires another update because of significant population growth. It is advisable to update the Water Master Plan every five years at a minimum.

Similarly, the Wastewater Collection System Master Plan was last revised in 2018.

Additionally, a Stormwater Master Plan has yet to be established, but it is essential for guiding the City in managing future development.

FINANCIAL IMPACT
The cost of each of these Master Plans is as follows:
- The Water Master Plan, $49,000
- The Wastewater Collection System Master Plan, $47,000
- The Stormwater Master Plan, $35,000

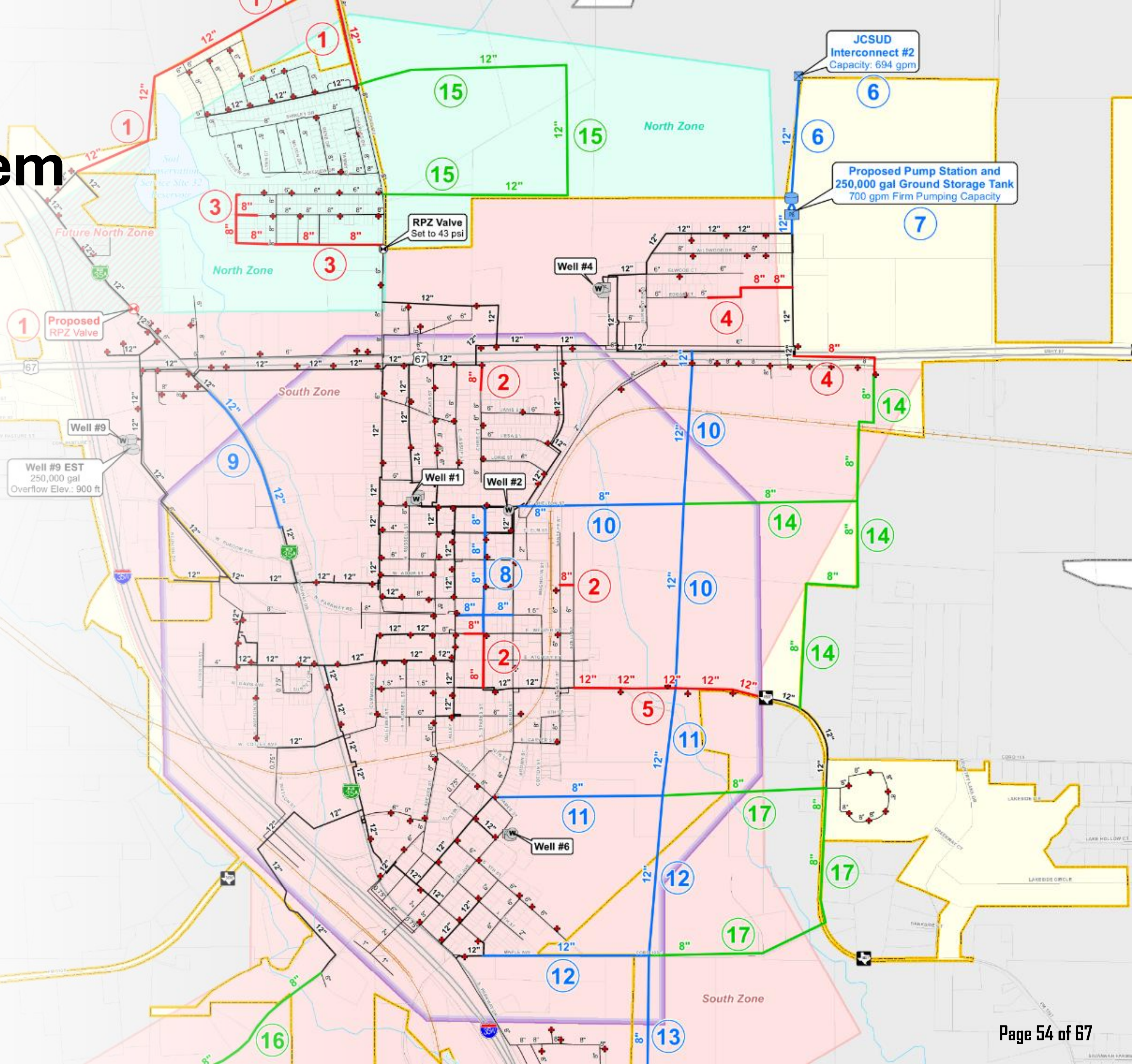
RECOMMENDATION:
Staff recommends allowing City Manager to sign the contracts with Birkhoff, Hendricks & Carter, L.L.P.

MANAGEMENT REVIEW:
Paul DeBuff, City Manager

ATTACHMENT:
Water, Wastewater & Storm Master Plan_Alvarado CC_06.16.2025

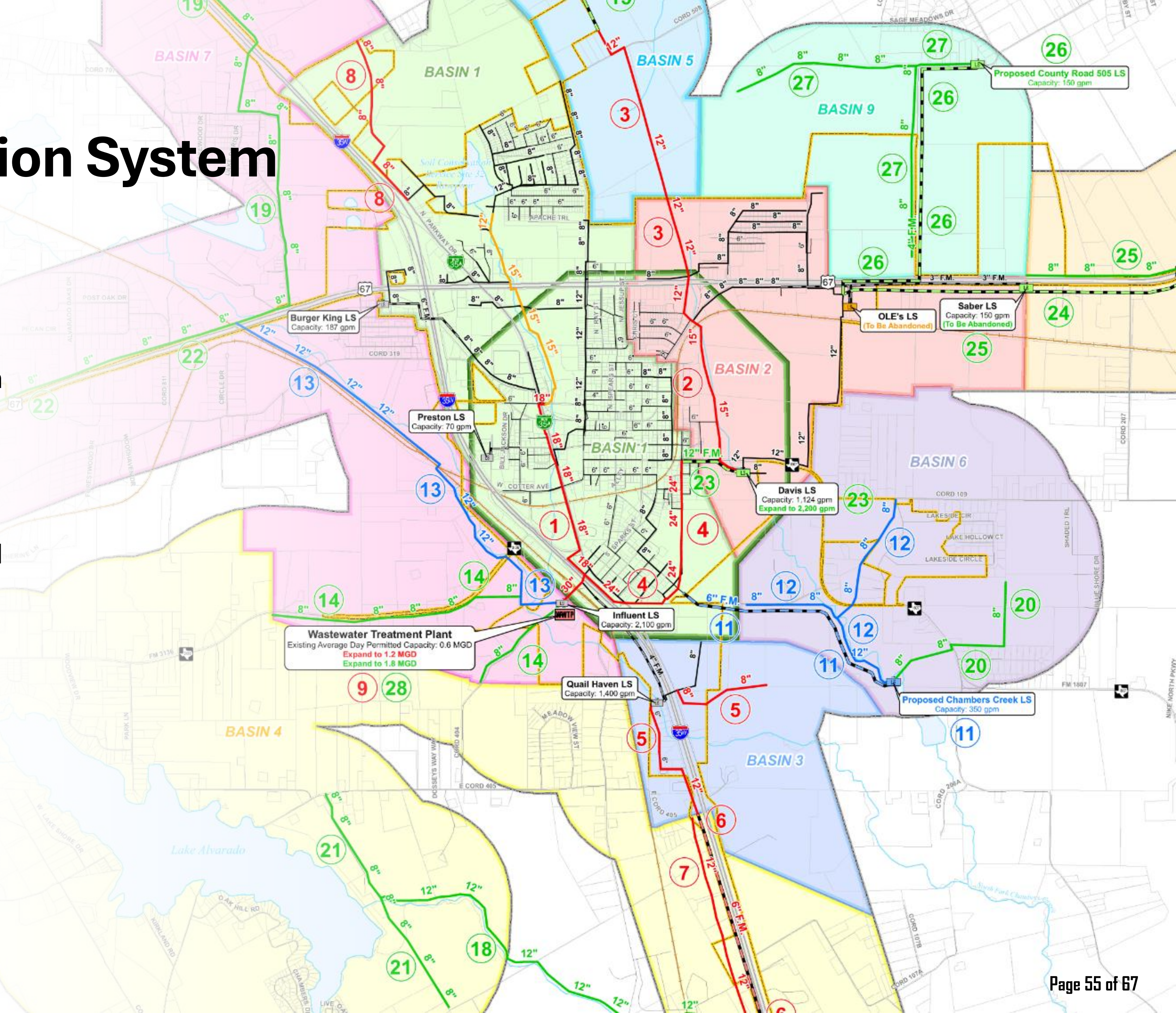
Water Distribution System Master Plan Update

- Master plan most recently updated in 2018.
- Recommended to update every 5 years.
- Allows City to plan for short-term and long-term improvements.
- Includes update of City’s water distribution system model.
- Published report details recommended improvements with projected timelines.
- Report includes update of the City’s 10-year Capital Improvements Plan.



Wastewater Collection System Master Plan Update

- Master plan most recently updated in 2018.
- Recommended to update every 5 years.
- Allows City to plan for short-term and long-term improvements.
- Includes update of City's hydraulic wastewater model.
- Published report details recommended improvements with projected timelines.
- Report includes update of the City's 10-year Capital Improvements Plan.



Stormwater Master Plan

- City does not currently have a stormwater master plan.
- Stormwater master plan serves as a general guide to infrastructure sizing at major roadway crossings.
- Allows City to plan for short-term and long-term improvements.
- Published report detailing recommended improvements and projected timeline.
- 10-year Stormwater Capital Improvements Plan to be developed and included in report.

Utility District Rate Study

- Utility District Rate Study serves as a financial instrument for the City.
- Establishes monthly rates which are applied to residential and commercial properties.
- Enables City to generate funds to support its stormwater system without increasing taxes.
- Funds are utilized in two ways:
    - Operation and maintenance of existing drainage facilities throughout the City.
    - Future stormwater improvements established in the 10-year CIP.

City Council Meeting Management Report
Meeting Date: June 16, 2025
Contact: Gus Chavarria

AGENDA ITEM:
Consideration and action to award the bid for 2024 Street and Waterline Improvements Project (Chris St., Janis St., Helen St., and Lorie St.) for construction and authorize the City Manager to negotiate and execute a contract.

BACKGROUND & FINDINGS:
The 2024 Street & Water Line Improvements project includes pavement removal, subgrade preparation, asphalt overlay, curb and gutter, and water line replacement on the streets of Helen St., Chris St., Janis St., and Lorie St.

The project was bid on June 12, 2025, and there were five bidders. The lowest qualified bidder was 2R Construction Services. Bids ranged from a low bid of $2,014,973.15 to a high bid of $3,090,208.00. The contract time for this project is two hundred ten (210) calendar days, or approximately seven months.

FINANCIAL IMPACT
The cost of this project's construction is a total bid of $2,014,973.15, which is funded by the Series 2024 Bond.

RECOMMENDATION:
The Staff feels that 2R Construction Services has the necessary staff and equipment to complete a job of this size and scope within the contract time. Staff recommends awarding this bid to 2R Construction Services and allowing the City Manager to sign the contract with them.

MANAGEMENT REVIEW:
Paul DeBuff, City Manager

ATTACHMENTS:
2024 Street & Water Improvements Bid Tab

TABULATION OF BIDS

Date: June 12, 2025

Project: CITY OF ALVARADO
2024 STREET & WATER LINE IMPROVEMENTS

BIRKHOFF, HENDRICKS & CARTER, L.L.P.
PROFESSIONAL ENGINEERS
Dallas, Texas

RED TEXT IS CORRECTED AMOUNT BASE ON PROPOSAL

				BID OF 2R CONSTRUCTION SERVICES, 3009 HATHAN DR, WYLIE, TEXAS, 817-690-8392		BID OF BLACKROCK CONSTRUCTION, 2400 HWY 287, STE 100, MANSFIELD, TEXAS, 512-738-6700		BID OF TEXAS MATERIALS GROUP, 420 DECKER, STE 200, IRVING, TEXAS, 214-751-3531		BID OF PAVECON PUBLIC WORKS, 3022 ROY ORR BLVD, GRAND PRAIRIE, TEXAS, 972-863-3223		BID OF JAY MILLS CONTRACTING, PO BOX 1669, STEPHENVILLE, TEXAS, 254-965-6657	
Item No.	Approximate Quantities	Unit	Description	Unit Bid Price	Extension	Unit Bid Price	Extension	Unit Bid Price	Extension	Unit Bid Price	Extension	Unit Bid Price	Extension
1	2,831	S.Y.	Sawcut, Remove & Dispose of Existing Concrete Pavement including driveways, curb & gutter, slope protection and flumes	$25.00	$ 70,775.00	$15.00	$ 42,465.00	$33.85	$ 95,829.35	$137.19	$ 388,384.89	$75.00	$ 212,325.00
2	11,988	S.Y.	Pulverize & Remix Existing Asphalt & Base Material to a depth of 8-inches of Cement Treated Material (45 lbs/SY) NCTCOG Item 301.3 including under Curb & Gutter	$28.45	$ 341,058.60	$26.00	$ 311,688.00	$24.00	$ 287,712.00	$24.46	$ 293,226.48	$20.00	$ 239,760.00
3	11,165	S.Y.	Furnish & Install 2.5-Inch Type D Asphalt Pavement (TxDOT Item 340)	$31.81	$ 355,158.65	$29.00	$ 323,785.00	$36.35	$ 405,847.75	$31.98	$ 357,056.70	$90.00	$ 1,004,850.00
4	4,939	L.F.	Construct 18-inch Wide 3600 PSI Class C Concrete Curb & Gutter	$27.50	$ 135,822.50	$42.00	$ 207,438.00	$45.75	$ 225,959.25	$65.02	$ 321,133.78	$50.00	$ 246,950.00
5	1,923	S.Y.	Construct 6-inch 3600 PSI Class C Concrete Driveway w/#3 Rebar on 18-inch Centers	$158.00	$ 303,834.00	$95.00	$ 182,685.00	$83.15	$ 159,897.45	$120.49	$ 231,702.27	$130.00	$ 249,990.00
6	39	S.Y.	Construct 6-inch 3600 PSI Class C Concrete Flume, & Valley Gutter with #3 Rebar on 18-inch Centers	$135.00	$ 5,265.00	$90.00	$ 3,510.00	$95.40	$ 3,720.60	$416.48	$ 16,242.72	$160.00	$ 6,240.00
7	45	S.Y.	Construct 4-inch 3600 PSI Class C Concrete Slope Protection over Drainage Structure with #3 Rebar on 18-inch Centers	$122.00	$ 5,490.00	$90.00	$ 4,050.00	$164.70	$ 7,411.50	$416.48	$ 18,741.60	$200.00	$ 9,000.00
8	30	L.F.	Furnish & Install Permanent Type III Barricade with Reflective Tape including Removal of Existing Guard Rail	$100.00	$ 3,000.00	$235.00	$ 7,050.00	$125.30	$ 3,759.00	$61.48	$ 1,844.40	$175.00	$ 5,250.00
9	8	Ea.	Adjust Manhole Ring & Cover to Grade	$1,500.00	$ 12,000.00	$750.00	$ 6,000.00	$1,902.30	$ 15,218.40	$1,487.41	$ 11,899.28	$1,000.00	$ 8,000.00
10	1	Ea.	Adjust Meter Box to Grade in Driveway	$560.00	$ 560.00	$800.00	$ 800.00	$379.40	$ 379.40	$3,236.83	$ 3,236.83	$650.00	$ 650.00
11	3,863	L.F.	Furnish & Install 8-inch PVC C-900 DR18 Water Pipe with B-3 Embedment	$95.00	$ 366,985.00	$133.50	$ 515,710.50	$114.55	$ 442,506.65	$54.74	$ 211,460.62	$160.00	$ 618,080.00
12	25	L.F.	Furnish & Install 8-inch PVC C-900 DR18 Water Pipe by Bore	$560.00	$ 14,000.00	$685.00	$ 17,125.00	$537.45	$ 13,436.25	$446.22	$ 11,155.50	$350.00	$ 8,750.00
13	12	Ea.	Furnish & Install 8-inch Gate Valve	$2,260.00	$ 27,120.00	$2,605.00	$ 31,260.00	$3,920.25	$ 47,043.00	$4,759.72	$ 57,116.64	$3,500.00	$ 42,000.00
14	1	Ea.	Furnish & Install 6-inch Gate Valve	$1,525.00	$ 1,525.00	$1,960.00	$ 1,960.00	$2,908.55	$ 2,908.55	$2,379.86	$ 2,379.86	$3,300.00	$ 3,300.00
15	6	Ea.	Furnish & Install Fire Hydrant Assembly including 6-inch Gate Valve and 6-inch C900 DR18 Lead Pipe.	$6,015.00	$ 36,090.00	$9,590.00	$ 57,540.00	$9,360.00	$ 56,160.00	$8,805.48	$ 52,832.88	$8,800.00	$ 52,800.00
16	1	Ea.	Furnish & Install 12-inch x 8-inch Tapping Sleeve & 8-inch Gate Valve	$8,400.00	$ 8,400.00	$8,890.00	$ 8,890.00	$15,428.00	$ 15,428.00	$10,947.35	$ 10,947.35	$10,000.00	$ 10,000.00
17	1	Ea.	Furnish & Install 12-inch x 8-inch Tee & 8-inch Gate Valve Cut In on Existing Water Line	$7,850.00	$ 7,850.00	$6,325.00	$ 6,325.00	$15,681.00	$ 15,681.00	$8,329.51	$ 8,329.51	$9,000.00	$ 9,000.00
18	1	Ea.	Furnish & Install 2-inch HDPE C901 Water Service w/4" Sch. 40 PVC Sleeve (Long Side)	$4,450.00	$ 4,450.00	$3,335.00	$ 3,335.00	$7,590.00	$ 7,590.00	$3,867.27	$ 3,867.27	$3,500.00	$ 3,500.00
19	6	Ea.	Furnish & Install 1-inch HDPE C901 Water Service with Bull Head Tee (Short Side)	$2,350.00	$ 14,100.00	$2,690.00	$ 16,140.00	$3,795.00	$ 22,770.00	$1,166.13	$ 6,996.78	$2,100.00	$ 12,600.00
20	17	Ea.	Furnish & Install 1-inch HDPE C901 Water Service w/2" Sch. 40 PVC Sleeve & Bullhead Tee(Long Side)	$2,880.00	$ 48,960.00	$3,100.00	$ 52,700.00	$5,060.00	$ 86,020.00	$1,368.42	$ 23,263.14	$1,800.00	$ 30,600.00
21	17	Ea.	Furnish & Install 3/4-inch HDPE C901 Single Water Service (Short Side)	$1,855.00	$ 31,535.00	$1,875.00	$ 31,875.00	$3,290.00	$ 55,930.00	$892.45	$ 15,171.65	$1,400.00	$ 23,800.00
22	8	Ea.	Furnish & Install 3/4-inch HDPE C901 Single Water Service w/2" Sch. 40 PVC Sleeve(Long Side)	$2,400.00	$ 19,200.00	$2,310.00	$ 18,480.00	$4,299.65	$ 34,397.20	$178.49	$ 1,427.92	$2,100.00	$ 16,800.00
23	1	Ea.	Furnish & Install 2" Flush Valve	$11,550.00	$ 11,550.00	$8,900.00	$ 8,900.00	$8,093.45	$ 8,093.45	$10,709.36	$ 10,709.36	$6,400.00	$ 6,400.00
24	4	Ea.	Connect to Existing Water Line	$3,750.00	$ 15,000.00	$2,620.00	$ 10,480.00	$9,105.10	$ 36,420.40	$4,997.71	$ 19,990.84	$10,000.00	$ 40,000.00
25	1	Ea.	Furnish & Install 6-inch x 6-inch Tee & 6-inch Gate Valve Cut In on Existing Water Line	$6,600.00	$ 6,600.00	$4,055.00	$ 4,055.00	$12,014.00	$ 12,014.00	$6,782.60	$ 6,782.60	$6,500.00	$ 6,500.00
26	11	S.Y.	Remove & Replace Existing Asphalt Pavement with 2-inch Type D HMAC & 6-inch Flex Base	$100.00	$ 1,100.00	$115.00	$ 1,265.00	$221.30	$ 2,434.30	$698.70	$ 7,685.70	$600.00	$ 6,600.00

TABULATION OF BIDS

Date: June 12, 2025

Project: CITY OF ALVARADO
2024 STREET & WATER LINE IMPROVEMENTS

BIRKHOFF, HENDRICKS & CARTER, L.L.P.
PROFESSIONAL ENGINEERS
Dallas, Texas

RED TEXT IS CORRECTED AMOUNT BASE ON PROPOSAL

Item No.	Approximate Quantities	Unit	Description	BID OF		BID OF		BID OF		BID OF		BID OF	
				2R CONSTRUCTION SERVICES 3009 HATHAN DR WYLIE, TEXAS 817-690-8392		BLACKROCK CONSTRUCTION 2400 HWY 287, STE 100 MANSFIELD, TEXAS 512-738-6700		TEXAS MATERIALS GROUP 420 DECKER, STE 200 IRVING, TEXAS 214-751-3531		PAVECON PUBLIC WORKS 3022 ROY ORR BLVD GRAND PRAIRIE, TEXAS 972-863-3223		JAY MILLS CONTRACTING PO BOX 1669 STEPHENVILLE, TEXAS 254-965-6657	
				Unit Bid Price	**Extension**	**Unit Bid Price**	**Extension**	**Unit Bid Price**	**Extension**	**Unit Bid Price**	**Extension**	**Unit Bid Price**	**Extension**
27	4,270	S.Y.	Furnish & Install Grass Hydromulch	$2.50	$ 10,675.00	$12.00	$ 51,240.00	$2.30	$ 9,821.00	$2.85	$ 12,169.50	$7.00	$ 29,890.00
28	3,888	L.F.	Prepare & Implement Trench Safety Plan	$2.50	$ 9,720.00	$0.50	$ 1,944.00	$2.55	$ 9,914.40	$1.19	$ 4,626.72	$1.00	$ 3,888.00
29	1	L.S.	Furnish Traffic Control Plan	$1,000.00	$ 1,000.00	$5,000.00	$ 5,000.00	$6,995.00	$ 6,995.00	$2,082.38	$ 2,082.38	$3,500.00	$ 3,500.00
30	1	L.S.	Furnish, Implement, Maintain and Remove Traffic Control and Barricades	$20,000.00	$ 20,000.00	$25,000.00	$ 25,000.00	$15,175.00	$ 15,175.00	$35,973.16	$ 35,973.16	$100,000.00	$ 100,000.00
31	1	L.S.	Furnish Erosion Control Plan	$2,500.00	$ 2,500.00	$3,000.00	$ 3,000.00	$1,896.90	$ 1,896.90	$5,354.68	$ 5,354.68	$3,000.00	$ 3,000.00
32	1	L.S.	Furnish, Install, Maintain & Remove Erosion Control Measures	$12,000.00	$ 12,000.00	$7,000.00	$ 7,000.00	$1,760.00	$ 1,760.00	$23,798.59	$ 23,798.59	$75,000.00	$ 75,000.00
			TOTAL BASE BID		**$ 1,903,323.75**		**$ 1,968,695.50**		**$ 2,110,129.80**		**$ 2,177,591.60**		**$ 3,089,023.00**
			ADDITIVE ALTERNATE										
33	11,165	S.Y.	Glasspav 25 pavement system	$10.00	$ 111,650.00	$10.00	$ 111,650.00	$8.60	$ 96,019.00	$12.79	$ 142,800.35	NO BID	NO BID
			TOTAL BASE BID + ADDITIVE ALTERNATE		**$ 2,014,973.75**		**$ 2,080,345.50**		**$ 2,206,148.80**		**$ 2,320,391.95**		**NO BID**

City Council Meeting Management Report
Meeting Date: June 16, 2024
Contact: Justin French, Community Development Director

AGENDA ITEM:
Consideration and possible action on a resolution of the City of Alvarado, accepting the petition for annexation of a portion of a tract of land out of the McKinney & Williams Survey, approximately addressed at 6565 CR 604, being 60.575 acres, more or less, located in the extraterritorial jurisdiction of the City of Alvarado in Johnson County, Texas, and setting an annexation schedule and public hearing.

BACKGROUND & FINDINGS:
On April 3, 2025, the City of Alvarado and Millis Transfer LLC executed a development agreement that includes a provision that the Millis Transfer site be annexed into Alvarado city limits. Therefore, in accordance with this agreement, Millis Transfer LLC now petitions the Alvarado City Council for consideration of voluntary annexation. Approval of the attached resolution sets the public hearing of the annexation ordinance for July 21, 2025, regularly scheduled Council meeting after proper notice.

FINANCIAL IMPACT:
None.

RECOMMENDATION:
Staff recommends City Council approve resolution R2025-0022.

MANAGEMENT REVIEW:
Paul DeBuff, City Manager

ATTACHMENTS:
Petition Requesting Annexation
Location Map
Resolution No. 2025-0022 to Accept Petition for Annexation and Public Hearing Schedule

P. O. BOX 550
BLACK RIVER FALLS, WI. 54615
dmillis@millistransfer.com

ANNEXATION PETITION TO THE CITY OF ALVARADO, TEXAS

WHEREAS, Millis Transfer, LLC, a Wisconsin limited liability company ("Owner"), is the sole owner of that certain 60.575 acres of land situated within Denton County, Texas, being part of the McKinney & Williams Survey, Abstract No. 971, and as more particularly described in Exhibit A attached hereto (the "Property"); and

WHEREAS, the Property is located within the extraterritorial jurisdiction of the City of Alvarado, Texas (the "City"), is contiguous to the City's corporate limits, and is identified as the "Millis Tract" in that certain Development Agreement Between the City and Owner dated April 2, 2025 (the "Development Agreement"); and

WHEREAS, it is the intent of Owner and the City that all of the Property be within the City's corporate limits; and

WHEREAS, pursuant to the Development Agreement the City shall not adopt an ordinance annexing the Property no later than August 30, 2025; and

WHEREAS, Code of Ordinances § 42-7 provides that the Property shall be temporarily classified in the A Agriculture District with the intent of maintaining status quo until a zoning change application is approved in accordance with the Development Agreement Code of Ordinances § 42-96 and under no circumstances should this petition for annexation be deemed an application for a permanent zoning change to A Agriculture; and

NOW, THEREFORE, Owner petitions the City to annex the Property into the City's corporate limits, in accordance with Section 43.0671, et seq., Texas Local Government Code, and the Development Agreement.

SIGNATURE APPEARS ON FOLLOWING PAGE

Millis Transfer, LLC,
a Wisconsin limited liability company

By:______________________________
Dave Millis
President

STATE OF WISCONSIN §
§
COUNTY OF JACKSON §

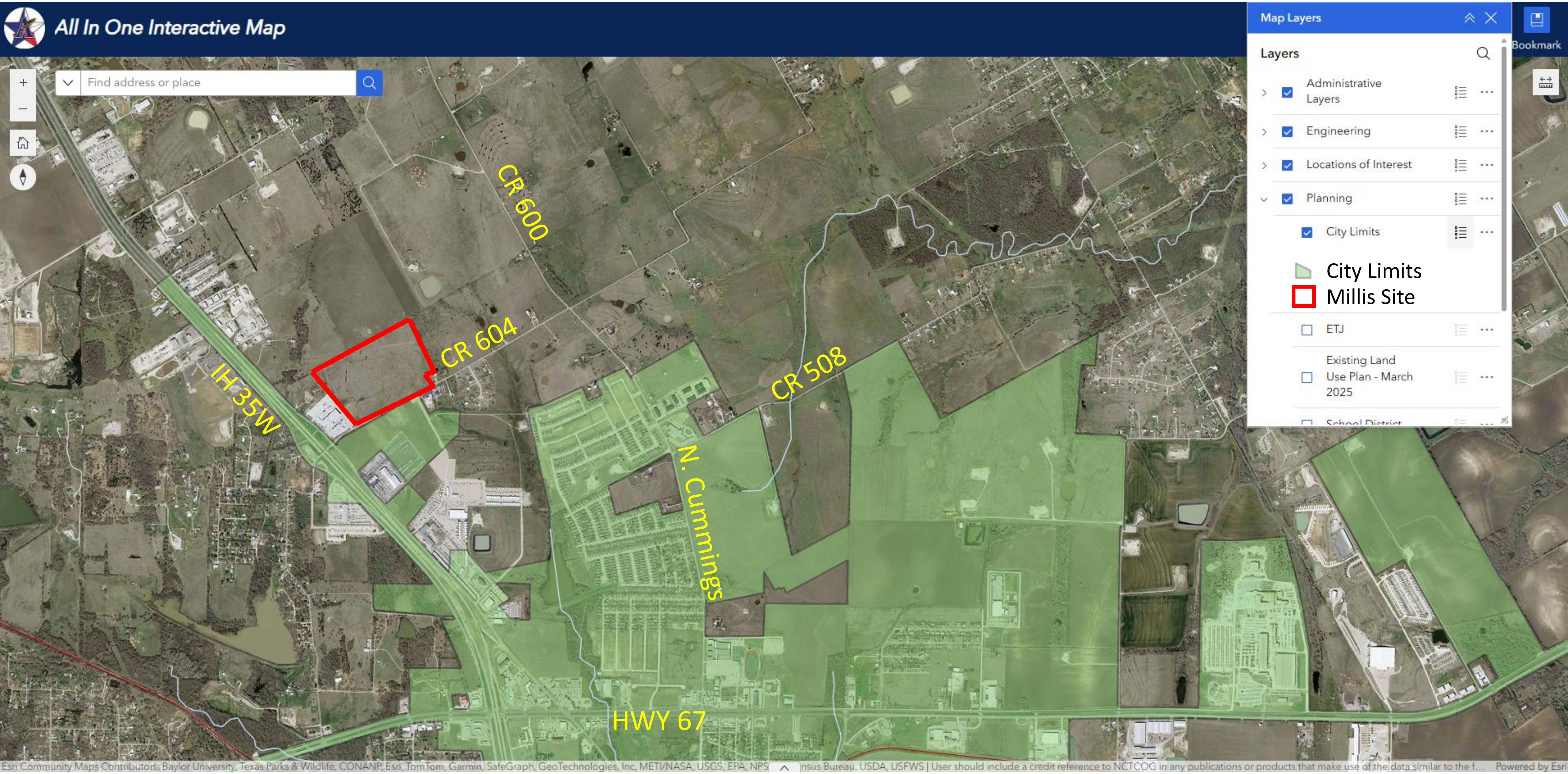
This instrument was acknowledged before me on the 21st day of May, 2025 by Dave Millis, known to me to be the person and officer whose name is subscribed to the foregoing instrument and who acknowledged to me that he is the President of Millis Transfer, LLC, a Wisconsin limited liability company, and that he is authorized by said company to execute the foregoing instrument as the act of such company for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 21st day of May, 2025.

____
Notary Public in and for
The State of Wisconsin

My Commission Expires: 12/25/2027

ETHAN ROBERT LEIMER
NOTARY PUBLIC
STATE OF WISCONSIN


All In One Interactive Map
Find address or place
Map Layers
Bookmark
Layers
Administrative Layers
Engineering
Locations of Interest
Planning
City Limits
City Limits
Millis Site
ETJ
Existing Land Use Plan - March 2025
CR 600
CR 604
CR 508
IH 35W
N. Cummings
HWY 67
Esri Community Maps Contributors, Baylor University, Texas Parks & Wildlife, CONANP, Esri, TomTom, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, EPA, NPS ... nsus Bureau, USDA, USFWS | User should include a credit reference to NCTCOG in any publications or products that make use of the data similar to the f...
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RESOLUTION NO. R2025-0022

A RESOLUTION OF THE CITY OF ALVARADO, TEXAS, ACCEPTING THE PETITION FOR ANNEXATION OF A PORTION OF A TRACT OF LAND OUT OF THE MCKINNEY & WILLIAMS SURVEY, A-971, APPROXIMATELY ADDRESSED AT 6565 CR 604, BEING 60.575 ACRES, MORE OR LESS, LOCATED IN THE EXTRATERRITORIAL JURISDICATION OF THE CITY OF ALVARADO IN JOHNSON COUNTY, TEXAS; SETTING AN ANNEXATION SCHEDULE; PROVIDING FOR OPEN MEETINGS AND OTHER RELATED MATTERS.

WHEREAS, the owner of certain property located within the extraterritorial jurisdiction of the City of Alvarado Johnson County, Texas, has petitioned the City of Alvarado, Texas (the "City"), a Home Rule Municipality, for annexation of said property, more particularly described herein (the "subject property"), into the corporate limits of the City; and

WHEREAS, the subject property is adjacent to the corporate limits of the City and the owner(s) has made application for annexation; and

WHEREAS, after review and consideration of such requests and petition of the owner of the subject property for annexation, the City Council finds that the subject property may be annexed pursuant to §43.0671 of the Texas Local Government Code; and

WHEREAS, the petitioner has agreed and consented to the annexation of the subject property by the City and further agrees to be bound by all acts, ordinances, and all other legal action now in force and effect within the corporate limits of the city and all those which may be hereafter adopted.

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

Section 1. Findings. The foregoing recitals are hereby found to be true and correct and are hereby adopted by the City Council and made a part hereof for all purposes as findings of fact.

Section 2. Proceedings. The petition for annexation of the subject property shown in Exhibit "A" and the service plan as set forth in the executed Development Agreement dated April 3, 2025, are hereby accepted:

See next page for Exhibit A.

Exhibit A

LEGAL DESCRIPTION

BEING a lot, tract or parcel of land situated within Johnson County, Texas, being part of the McKinney & Williams Survey, Abstract No. 971, being part of an 80.000 acre tract of land as described in a Quit Claim Deed from Federal Farm Mortgage Corporation to Cleave M. Bourne, et ux as recorded in Volume 415 at Page 5 of the Deed Records of Johnson County, Texas and being further described as follows:

BEGINNING at a 5/8 inch iron rod found for a corner at the northeast corner of said 80.000 acre tract, said Point of Beginning being at the existing interior of a 48.097 acre tract of land as conveyed to Franklin Crawford as recorded in Volume 4372 at Page 795 of the Official Public Records of Johnson County, Texas;

THENCE S 28°57'00” E along a fence, the east line of said 80.000 acre tract and the southernmost west line of said 48.097 acre tract, a distance of 1134.25 feet to a 5/8 inch iron rod found for a corner, said corner being at the existing northeast corner of a 1.000 acre tract as conveyed to Johnson County Rural Water Supply Corporation as recorded in Volume 1212 at Page 115 of the Official Public Records of Johnson County, Texas;

THENCE S 61°02'55” W along a fence and the north line of said 1.000 acre tract, a distance of 207.83 feet to a 1/2 inch iron rod found for a corner at the northwest corner of said 1.000 acre tract;

THENCE S 28°56'34” E along a fence and the north line of said 1.000 acre tract, a distance of 208.75 feet to a 1/2 inch iron rod for a corner at the southwest corner of said 1.000 tract on the north line of Johnson County Road No. 604;

THENCE S 60°33'22” W along a fence, the south line of said to 80.000 acre tract and the north line of Johnson County Street No. 604, a distance of 1642.04 feet to a 1/2 inch iron rod found for a corner, said corner being at the existing southeast comer of a 20.000 acre tract as conveyed to Texas M-H, LLC as recorded in/under Document No. 2021-2375 of the Official Public Records of Johnson County, Texas;

THENCE N 43°25'28” W along a fence and the east line of said 20.000 acre tract, a distance of 1351.61 feet to a 1/2 inch iron rod found for a corner at the northwest corner of said 20.000 acre tract;

THENCE N 59°44’40” E along a fence and the north line of said 80.000 acre tract, a distance of 814.72 feet to a 1/2 inch iron rod found for a corner;

THENCE N 59°48' 13” E along a fence and the north line of said 80.000 acre tract, a distance of 1374.29 feet returning to the Point of Beginning and containing 60.575 acres of land.

SCHEDULE "B"

NOTES:

1. Easement to Johnson County Rural Water Supply Corporation as recorded in Volume 2357 at Page 239 of the Deed Records of Johnson County, Texas ***does affect*** the above described tract of land as shown on the drawing. (10e)
2. Easement to Texas Power & Light Company as recorded in Volume 422 at Page 394 of the Deed Records of Johnson County, Texas ***does affect*** the above described tract of land. (No specific location described in the document.) (10g)
3. Intentionally deleted (10h)
4. Easement to Texas Power & Light Company as recorded in Volume 620 at Page 458 of the Deed Records of Johnson County, Texas ***does affect*** the above described tract of land as shown on the drawing. (10i)
5. Intentionally deleted (10j)
6. Easement to Johnson County Rural Water Supply Corporation as recorded in Volume 1212 at Page 119 of the Deed Records of Johnson County, Texas ***does affect*** the above described tract of land as shown on the drawing. (10k)
7. Easement to Johnson County Rural Water Supply Corporation as recorded in Volume 1544 at Page 434 of the Deed Records of Johnson County, Texas ***does affect*** the above described tract of land as shown on the drawing. (10l)
8. Affidavit executed by Edward L. Bourne as recorded in Volume 1942 at Page 332 of the Deed Records of Johnson County, Texas ***does affect*** the above described tract of land. (No specific location described in the document.) (10m)
9. Intentionally deleted (10n)
10. Easement to Johnson County Rural Water Supply Corporation as recorded in Volume 2357 at Page 239 of the Deed Records of Johnson County, Texas ***does affect*** the above described tract of land as shown on the drawing. (10o)
11. Easement to Southwestern Gas Pipeline, Inc as recorded in Volume 3614 at Page 23 of the Deed Records of Johnson County, Texas ***does affect*** the above described tract of land. (No specific location described in the document.) (10p)
12. Easement to Energy Transfer Fuel, LP as recorded in Volume 3761 at Page 797 of the Deed Records of Johnson County, Texas ***does affect*** the above described tract of land as shown on the drawing. (10q)
13. Easement to Williams Barnett Gathering Systems, L.P. as recorded in Volume 3799 at Page 487, corrected in/under Instrument No. 2012-6742 of the Official Public Records of Johnson County, Texas ***does affect*** the above described tract of land as shown on the drawing. (10r)
14. Easement to Texas Power & Light Company as recorded in Volume 303 at Page 567 of the Deed Records of Johnson County, Texas ***does affect*** the above described tract of land. (No specific location described in the document.) (10s)
15. Easement to Johnson County Rural Water Supply Corporation as recorded in Volume 772 at Page 117 of the Deed Records of Johnson County, Texas ***does affect*** the above described tract of land. (No specific location described in the document.) (10t)
16. Easement to Texas Power & Light Company as recorded in Volume 398 at Page 572 of the Deed Records of Johnson County, Texas ***does affect*** the above described tract of land. (No specific location described in the document.) (10v)
17. Easement to Johnson County Rural Water Supply Corporation as recorded in Volume 1950 at Page 916 of the Deed Records of Johnson County, Texas ***does affect*** the above described tract of land. (No specific location described in the document.) (10w)

GENERAL NOTES

1. No observed evidence of current earth moving work, building construction or building additions performed.
2. Survey performed with benefit of title commitment, Effective Date: June 26, 2023, GF No. 23-1502.
3. No apparent visible encroachments or protrusions except as shown.

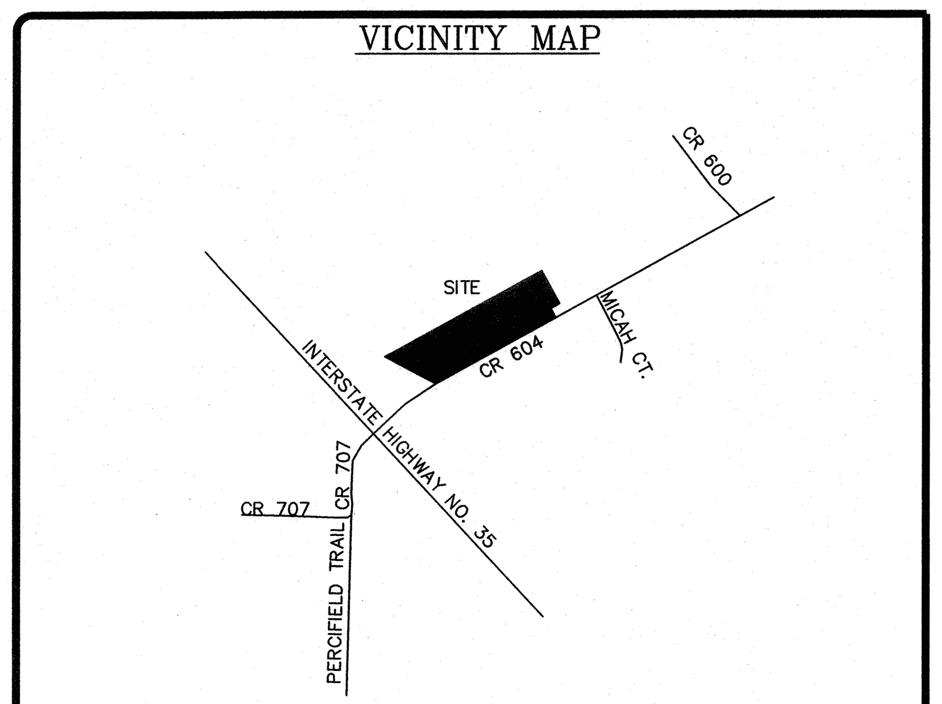
PARKING SPACES

ZONING NOTES

FLOOD NOTE

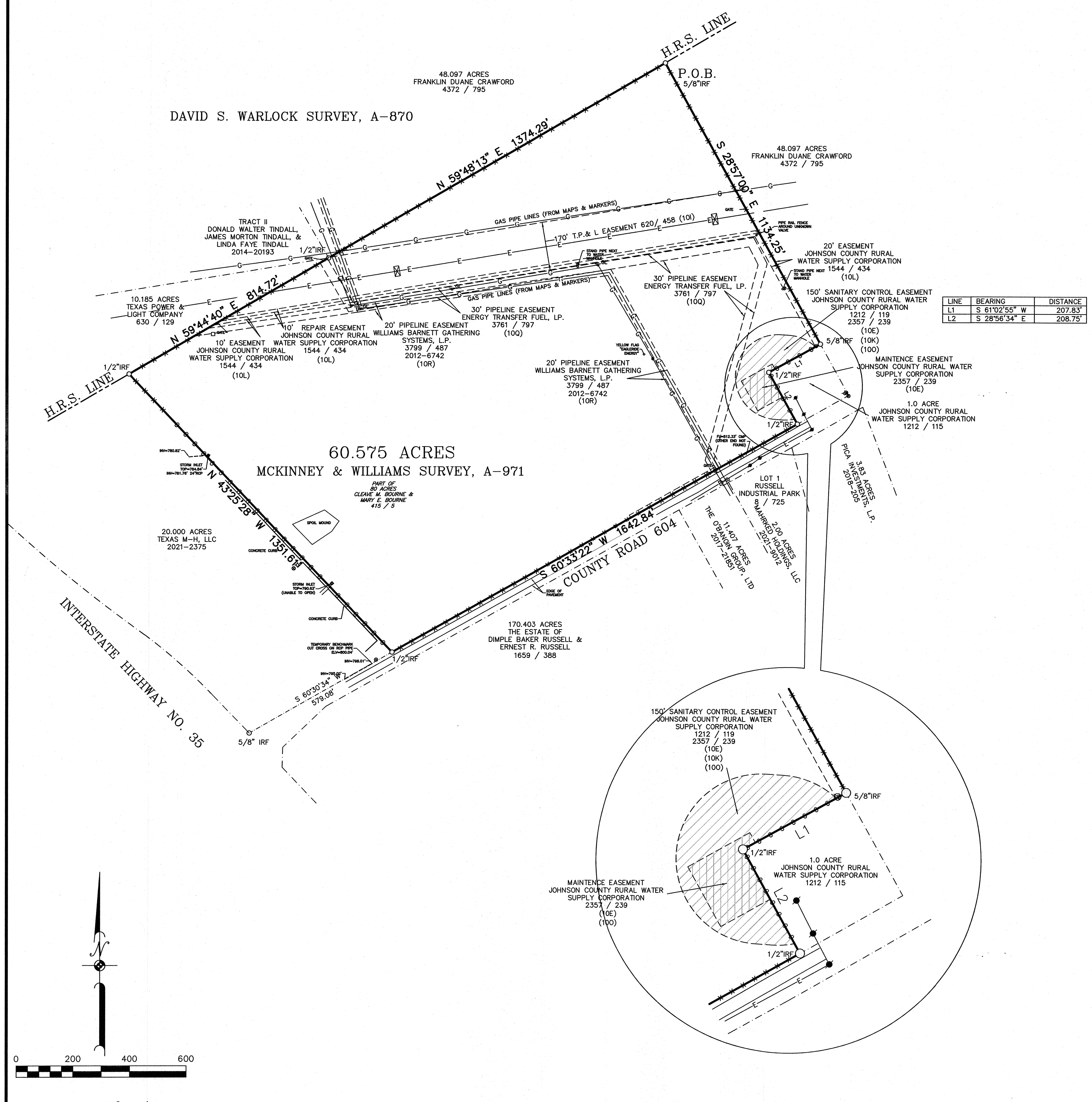
According to the Flood Insurance Rate Map No. 48251C0215J dated December 4, 2012, published by The Federal Emergency Management Agency, the subject property lies within Flood Zone "X" and is not shown to be within a special flood hazard area. This statement does not imply that the property and/or structures thereon will be free from flooding or flood damage. On rare occasions, greater floods can and will occur and flood heights may be increased by man-made or natural causes. This flood statement shall not create liability on the part of the surveyor.

VICINITY MAP



BASIS OF BEARINGS

Unless otherwise shown hereon, bearings and coordinates shown are reference to the Texas Coordinate System, North Central Zone, and are base on the North American Datum 1983.



LINE	BEARING	DISTANCE
L1	S 61°02'55" W	207.83'
L2	S 28°56'34" E	208.75'

LEGEND

- PROPERY CORNER
- POWER POLE
- GUY WIRE
- ELEC. TRANS.
- ELECTRIC METER
- WATER METER
- WATER VALVE
- FIRE HYDRANT
- GAS METER
- GAS LINE MARKER
- GAS VALVE
- PIPELINE MARKER
- TELE. PEDESTAL
- FIBER OPTIC MARKER
- CABLE TV PEDESTAL
- CLEANOUT
- SEPTIC
- AEROBIC
- MAILBOX
- HVAC
- TRAFFIC SIGN
- SAN. SEWER MANHOLE
- STORM SEWER MANHOLE
- LIGHT POLE
- —X— WIRE FENCE
- —O— CHAINLINK FENCE
- —//— WOOD FENCE
- —□— IRON FENCE
- —E— ELECTRIC
- —UGE— UNDERGROUND ELEC.
- —G— GAS
- —W— WATER
- —FO— FIBER OPTIC
- —SS— SANITARY SEWER
- —ST— STORM SEWER

LEGAL DESCRIPTION

BEING a lot, tract or parcel of land situated within Johnson County, Texas, being part of the McKinney & Williams Survey, Abstract No. 971, being part of an 80.000 acre tract of land as described in a Quit Claim Deed from Federal Farm Mortgage Corporation to Cleave M. Bourne, et ux as recorded in Volume 415 at Page 5 of the Deed Records of Johnson County, Texas and being further described as follows:

BEGINNING at a 5/8 inch iron rod found for a corner at the northeast corner of said 80.000 acre tract, said Point of Beginning being at the existing interior corner of a 48.097 acre tract of land as conveyed to Franklin Crawford as recorded in Volume 4372 at Page 795 of the Official Public Records of Johnson County, Texas;
THENCE S 28°57'00" E along a fence, the east line of said 80.000 acre tract and the southernmost west line of said 48.097 acre tract, a distance of 1134.25 feet to a 5/8 inch iron rod found for a corner, said corner being at the existing northeast corner of a 1.000 acre tract as conveyed to Johnson County Rural Water Supply Corporation as recorded in Volume 1212 at Page 115 of the Official Public Records of Johnson County, Texas;
THENCE S 61°02'55" W along a fence and the north line of said 1.000 acre tract, a distance of 207.83 feet to a 1/2 inch iron rod found for a corner at the northwest corner of said 1.000 acre tract;
THENCE S 28°56'34" E along a fence and the north line of said 1.000 acre tract, a distance of 208.75 feet to a 1/2 inch iron rod found for a corner at the southwest corner of said 1.000 acre tract on the north line of Johnson County Road No. 604;
THENCE S 60°33'22" W along a fence, the south line of said 80.000 acre tract and the north line of Johnson County Street No. 604, a distance of 1642.84 feet to a 1/2 inch iron rod found for a corner, said corner being at the existing southeast corner of a 20.000 acre tract as conveyed to Texas M-H, LLC as recorded in/under Document No. 2021-2375 of the Official Public Records of Johnson County, Texas;
THENCE N 43°25'28" W along a fence and the east line of said 20.000 acre tract, a distance of 1351.61 feet to a 1/2 inch iron rod found for a corner at the northwest corner of said 20.000 acre tract;
THENCE N 59°44'40" E along a fence and the north line of said 80.000 acre tract, a distance of 814.72 feet to a 1/2 inch iron rod found for a corner;
THENCE N 59°48'13" E along a fence and the north line of said 80.000 acre tract, a distance of 1374.29 feet returning to the Point of Beginning and containing 60.575 acres of land.

SURVEYOR'S CERTIFICATE

This is to certify to Pivnick Firm, PLLC, Heartland Express, Inc of Iowa and Rattikin Title that this map or plat and the survey on which it is based were made in accordance with the 2021 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS, 3, 4, 8, 13, 14, 16, 17 and 19. The fieldwork was completed on August 21, 2023.

Date of Plat or Map: August 24, 2023

Donald S. Holder

Donald S. Holder
R.P.L.S. No. 5266
P.O. Box 1025
2616 Stonewall Street
Greenville, Texas 75402
903-450-9837

STATE OF TEXAS REGISTERED PROFESSIONAL LAND SURVEYOR DONALD S. HOLDER 5266

Scale: 1" = 200'

ALTA/NSPS Land Title Survey
McKinney & Williams Survey,
Abstract No. 971
60.575 acres

NO.	DATE	REVISION
1.	SEPT. 14, 2023	ADDRESS TITLE WORK, ADDED A DETAIL -D.S.H.-
2.		
3.		
4.		
5.		
6.		

DATE: AUG. 24, 2023	DRAWN BY: S. HOLDER	SCALE: 1" = 200'

Eyncon
ENGINEERING & SURVEYING
P.O. BOX 1025
GRENVILLE, TX 75403
(903) 450-9837
eyncon.com
FIRM REG. CERT. #10022400

JOB. NO.: 10723044

DWG: ALTA

A public hearing has been set for the date of July 21, 2025. Notice of such hearing shall be posted and the hearing shall be open to the public to accept public comment on the annexation request. In the event of a conflict between Exhibit "A" and the subject property description contained herein, **Exhibit "A"** shall control.

Section 3. Severability. Should any section or part of the Resolution be held unconstitutional, illegal, or invalid, or the application to any person or circumstance thereof ineffective or inapplicable, such unconstitutionality, illegality, invalidity, or ineffectiveness of such section or part shall in no way affect, impair or invalidate the remaining portion of portions thereof; but as to such remaining portion or portions, the same shall be and remain in full force and effect and to this end the provisions of the Resolution are declared to be severable.

Section 5. Open Meetings. It is hereby officially found and determined that the meeting at which this Resolution is passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, Chapter 551, Texas Government Code.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of Alvarado on this the 16th day of June, 2025.

ATTEST:	**THE CITY OF ALVARADO, TEXAS**
______________________	______________________________
Beth A Walls, City Secretary	Jacob Wheat, Mayor

SITUATED IN THE MCKINNEY & WILLIAMS SURVEY, ABSTRACT NO. 971, JOHNSON COUNTY, TEXAS