

**SPECIAL CALLED MEETING OF
THE CITY OF ALVARADO CITY COUNCIL
104 W. COLLEGE
JUNE 30, 2025
6:30 PM
AGENDA**

The City Council of the City of Alvarado will meet in a Special Called Session on Monday, June 30, 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 salutory 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 salutory 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.

INTRODUCTION OF NEW EMPLOYEES

CONSENT AGENDA:

NEW BUSINESS:

1. Consideration and action related to an amendment to the Development Agreement with History Maker Homes. (DeBuff)
2. Consideration and action related to an Easement Agreement for constructing a new at grade crossing to be located at Sunflower Lane. Department of Transportation (DOT) No. 021853T

("Easement Agreement") (DeBuff)

3. Presentation, consideration and possible action related to Resolution R2025-0026, a resolution authorizing the Advanced Funding Agreement between the City of Alvarado and the State of Texas for the Cummings Drive Project from US 67 to CR 604. (Chavarria)
4. Presentation, consideration and possible action related to information provided by Birkhoff, Hendricks & Carter, L.L.P. for the Water, Wastewater and Stormwater Master Plan update. (Chavarria)
5. Consideration and action related to awarding a contract for the Cummings Drive Overlay Project. (Chavarria)

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.
- History Maker Homes Development Agreement
- Sunflower Lane Easement Agreement
- Millis Transfer Agreement

RECONVENE INTO OPEN SESSION, AND TAKE ANY ACTION NECESSARY PURSUANT TO EXECUTIVE SESSION

ADJOURNMENT

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: taylorb@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.

SPECIAL CALLED City Council Meeting Agenda

June 30, 2025

Page 3

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 Friday, June 27, 2025 at 4:30 p.m. and remained so posted continuously for at least 72 hours preceding the scheduled time of said meeting.



Bobbie Jo Taylor

City Secretary



City Council Meeting Management Report

Meeting Date: June 30, 2025

Contact: Paul DeBuff, City Manager

AGENDA ITEM: Consideration and action related to an amendment to the Development Agreement with History Maker Homes. (DeBuff)

BACKGROUND AND FINDINGS: City Manager DeBuff requests that this item be moved into Executive Pursuant to Government Code 551.071 Discussion with City Attorney.

FINANCIAL IMPACT N/A

MANAGEMENT REVIEW: Paul DeBuff, City Manager

ATTACHMENTS: None



City Council Meeting Management Report

Meeting Date: June 30, 2025

Contact: Paul DeBuff, City Manager

AGENDA ITEM: Consideration and action related to an Easement Agreement for constructing a new at grade crossing to be located at Sunflower Lane. Department of Transportation (DOT) No. 021853T ("Easement Agreement") (DeBuff)

BACKGROUND AND FINDINGS: City Manager DeBuff requests that this item be moved into Executive Pursuant to Government Code 551.071 Discussion with City Attorney.

FINANCIAL IMPACT N/A

MANAGEMENT REVIEW: Paul DeBuff, City Manager

ATTACHMENTS: Easement Agreement

**EASEMENT AGREEMENT
FOR SUNFLOWER LANE – BF10015475
(C&M Agreement)**

THIS EASEMENT AGREEMENT FOR CONSTRUCTING A NEW AT GRADE CROSSING AT SUNFLOWER LANE – DOT NO. 021853T ("Easement Agreement") is made and entered into as of the _____ day of _____ 20__ ("Effective Date"), by and between **BNSF RAILWAY COMPANY**, a Delaware corporation ("**Grantor**"), and **CITY OF ALVARADO** a Political Subdivision of the State of Texas ("**Grantee**").

A. Grantor owns or controls certain real property situated at or near the vicinity of Alvarado, County of Johnson, State of Texas, at Railroad Line Segment 7509 Mile Post 13.70 Agency Project # 021853T, as described or depicted on **Exhibit "A"** attached hereto and made a part hereof (the "**Premises**").a

B. Grantor and Grantee have entered into that certain Construction and Maintenance Agreement dated as of June 10, 2020 concerning improvements on or near the Premises (the "**C&M Agreement**").

C. Grantee has requested that Grantor grant to Grantee an easement over the Premises for the Easement Purpose (as defined below).

D. Grantor has agreed to grant Grantee such easement, subject to the terms and conditions set forth in this Easement and in the C&M Agreement incorporated herein as if fully set forth in this instrument which terms shall be in full force and effect for purposes of this Easement even if the C&M Agreement is, for whatever reason, no longer in effect.

NOW, THEREFORE, for and in consideration of the foregoing recitals which are incorporated herein, the mutual promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

Section 1 Granting of Easement.

1.1 Easement Purpose. The "**Easement Purpose**" shall be for the purposes set forth in the C&M Agreement. Any improvements to be constructed in connection with the Easement Purpose are referred to herein as "**Improvements**" and shall be constructed, located, configured and maintained by Grantee in strict accordance with the terms of this Easement Agreement and the C&M Agreement.

1.2 Grant. Grantor does hereby grant unto Grantee a non-exclusive easement ("**Easement**") over the Premises for the Easement Purpose and for no other purpose. The Easement is granted subject to any and all restrictions, covenants, easements, licenses, permits, leases and other encumbrances of whatsoever nature whether or not of record, if any, relating to the Premises and subject to all with all applicable federal, state and local laws, regulations, ordinances, restrictions, covenants and court or administrative decisions and orders, including Environmental Laws (defined below) and zoning laws (collectively, "**Laws**"). Grantor may not make any alterations or improvements or perform any maintenance or repair activities within the Premises except in accordance with the terms and conditions of the C&M Agreement.

1.3 Reservations by Grantor. Grantor excepts and reserves the right, to be exercised by Grantor and any other parties who may obtain written permission or authority from Grantor:

- (a) to install, construct, maintain, renew, repair, replace, use, operate, change, modify and relocate any existing pipe, power, communication, cable, or utility lines and appurtenances and other facilities or structures of like character (collectively, "**Lines**") upon, over, under or across the Premises;
- (b) to install, construct, maintain, renew, repair, replace, use, operate, change, modify and relocate any tracks or additional facilities or structures upon, over, under or across the Premises; and

- (c) to use the Premises in any manner as the Grantor in its sole discretion deems appropriate, provided Grantor uses all commercially reasonable efforts to avoid material interference with the use of the Premises by Grantee for the Easement Purpose.

Section 2 **Term of Easement.** The term of the Easement, unless sooner terminated under provisions of this Easement Agreement, shall be perpetual.

Section 3 **No Warranty of Any Conditions of the Premises.** Grantee acknowledges that Grantor has made no representation whatsoever to Grantee concerning the state or condition of the Premises, or any personal property located thereon, or the nature or extent of Grantor's ownership interest in the Premises. Grantee has not relied on any statement or declaration of Grantor, oral or in writing, as an inducement to entering into this Easement Agreement, other than as set forth herein. GRANTOR HEREBY DISCLAIMS ANY REPRESENTATION OR WARRANTY, WHETHER EXPRESS OR IMPLIED, AS TO THE DESIGN OR CONDITION OF ANY PROPERTY PRESENT ON OR CONSTITUTING THE PREMISES, ITS MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, THE QUALITY OF THE MATERIAL OR WORKMANSHIP OF ANY SUCH PROPERTY, OR THE CONFORMITY OF ANY SUCH PROPERTY TO ITS INTENDED USES. GRANTOR SHALL NOT BE RESPONSIBLE TO GRANTEE OR ANY OF GRANTEE'S CONTRACTORS FOR ANY DAMAGES RELATING TO THE DESIGN, CONDITION, QUALITY, SAFETY, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OF ANY PROPERTY PRESENT ON OR CONSTITUTING THE PREMISES, OR THE CONFORMITY OF ANY SUCH PROPERTY TO ITS INTENDED USES. GRANTEE ACCEPTS ALL RIGHTS GRANTED UNDER THIS EASEMENT AGREEMENT IN THE PREMISES IN AN "AS IS, WHERE IS" AND "WITH ALL FAULTS" CONDITION, AND SUBJECT TO ALL LIMITATIONS ON GRANTOR'S RIGHTS, INTERESTS AND TITLE TO THE PREMISES. Grantee has inspected or will inspect the Premises, and enters upon Grantor's rail corridor and property with knowledge of its physical condition and the danger inherent in Grantor's rail operations on or near the Premises. Grantee acknowledges that this Easement Agreement does not contain any implied warranties that Grantee or Grantee's Contractors (as hereinafter defined) can successfully construct or operate the Improvements.

Section 4 **Nature of Grantor's Interest in the Premises.** GRANTOR DOES NOT WARRANT ITS TITLE TO THE PREMISES NOR UNDERTAKE TO DEFEND GRANTEE IN THE PEACEABLE POSSESSION OR USE THEREOF. NO COVENANT OF QUIET ENJOYMENT IS MADE. In case of the eviction of Grantee by anyone owning or claiming title to or any interest in the Premises, or by the abandonment by Grantor of the affected rail corridor, Grantor shall not be liable to refund Grantee any compensation paid hereunder.

Section 5 **Improvements.** Grantee shall take, in a timely manner, all actions necessary and proper to the lawful establishment, construction, operation, and maintenance of the Improvements, including such actions as may be necessary to obtain any required permits, approvals or authorizations from applicable governmental authorities. Any and all cuts and fills, excavations or embankments necessary in the construction, maintenance, or future alteration of the Improvements shall be made and maintained in such manner, form and extent as will provide adequate drainage of and from the adjoining lands and premises of the Grantor; and wherever any such fill or embankment shall or may obstruct the natural and pre-existing drainage from such lands and premises of the Grantor, the Grantee shall construct and maintain such culverts or drains as may be requisite to preserve such natural and pre-existing drainage, and shall also wherever necessary, construct extensions of existing drains, culverts or ditches through or along the premises of the Grantor, such extensions to be of adequate sectional dimensions to preserve the present flowage of drainage or other waters, and of materials and workmanship equally as good as those now existing. In the event any construction, repair, maintenance, work or other use of the Premises by Grantee will affect any Lines, fences, buildings, improvements or other facilities (collectively, "**Other Improvements**"), Grantee will be responsible at Grantee's sole risk to locate and make any adjustments necessary to such Other Improvements. Grantee must contact the owner(s) of the Other Improvements notifying them of any work that may damage these Other Improvements and/or interfere with their service and obtain the owner's written approval prior to so affecting the Other Improvements. Grantee must mark all Other Improvements on the Plans and Specifications and mark such Other Improvements in the field in order to verify their locations. Grantee must also use all reasonable methods when working on or near Grantor property to determine if any Other Improvements (fiber optic, cable, communication or otherwise) may exist. The Grantee agrees to keep the above-described premises free and clear from combustible materials and to cut and remove or cause to be cut and removed at its sole expense all weeds and vegetation on said premises, said work of cutting and removal to

be done at such times and with such frequency as to comply with Grantee and local laws and regulations and abate any and all hazard of fire.

Section 6 Taxes and Recording Fees. Grantee shall pay when due any taxes, assessments or other charges (collectively, "**Taxes**") levied or assessed upon the Improvements by any governmental or quasi-governmental body or any Taxes levied or assessed against Grantor or the Premises that are attributable to the Improvements. Grantee agrees to purchase, affix and cancel any and all documentary stamps in the amount prescribed by statute, and to pay any and all required transfer taxes, excise taxes and any and all fees incidental to recordation of the Memorandum of Easement. In the event of Grantee's failure to do so, if Grantor shall become obligated to do so, Grantee shall be liable for all costs, expenses and judgments to or against Grantor, including all of Grantor's legal fees and expenses.

Section 7 Environmental.

7.1 Compliance with Environmental Laws. Grantee shall strictly comply with all Environmental Laws (as defined below). Grantee shall not maintain a "treatment," "storage," "transfer" or "disposal" facility, or "underground storage tank," as those terms are defined by Environmental Laws, on the Premises. Grantee shall not handle, transport, release or suffer the release of Hazardous Materials (as defined below) on or about the Premises.

7.2 Notice of Release. Grantee shall give Grantor immediate notice to Grantor's Resource Operations Center at (800) 832-5452 of any release of Hazardous Materials on, from, or affecting the Premises that Grantee becomes aware of. Grantee shall use its best efforts to immediately respond to any release on or from the Premises. Any violation of Environmental Laws that Grantee becomes aware of or any inspection or inquiry by governmental authorities charged with enforcing Environmental Laws with respect to Grantee's use of the Premises must be immediately reported to Grantor at EnvironmentalLeases@bnsf.com. Grantee also shall give Grantor prompt notice of all measures undertaken on behalf of Grantee to investigate, remediate, respond to, or otherwise cure a release or violation.

7.3 Remediation of Release. In the event that Grantor has notice from Grantee or otherwise of a release or violation of Environmental Laws which occurred or may occur during the term of this Easement Agreement, Grantor may require Grantee, at Grantee's sole risk and expense, to take timely measures to investigate, remediate, respond to or otherwise cure such release or violation affecting the Premises.

7.4 Preventative Measures. Grantee shall promptly report to Grantor in writing any conditions or activities upon the Premises known to Grantee which create a risk of harm to persons, property, or the environment and shall take all reasonable actions necessary to prevent injury to persons or property arising out of such conditions or activities; provided, however, that Grantee's reporting to Grantor shall not relieve Grantee of any obligation whatsoever imposed on it by this Easement Agreement. Grantee shall promptly respond to Grantor's request for information regarding said conditions or activities.

7.5 Evidence of Compliance. Upon request by Grantor, Grantee agrees to furnish Grantor with proof satisfactory to Grantor that Grantee is in compliance with this **Section 7**. Should Grantee not comply fully with obligations of this **Section 7**, notwithstanding anything contained in any other provision hereof, Grantor may, at its option, terminate this Easement Agreement by serving five (5) days' notice of termination upon Grantee. Upon termination, Grantee shall remove the Improvements and restore the Premises as provided in **Section 9**.

7.6 "Environmental Law(s)" shall mean any applicable federal, state, local, or tribal law, statute, ordinance, code, rule, regulation, policy, license, authorization, decision, order, or injunction which governs the health, safety, any Hazardous Material, or the environment to the extent applicable to the Grantee's use or occupation of the Premises (including but not limited to ground, air, water, or noise pollution or contamination, and underground or above-ground tanks) and shall include, without limitation, CERCLA 42 U.S.C. §9601 et seq.; the Resource Conservation and Recovery Act, 42 U.S.C. §6901 et seq.; CERCLA; the Hazardous Materials Transportation Act, 49 U.S.C. §5101 et seq.; the Federal Water Pollution Control Act, 33 U.S.C. §1251 et seq.; the Clean Air Act, 42 U.S.C. §7401 et seq.; the Toxic Substances Control Act, 15 U.S.C. §2601 et seq.; the Safe Drinking Water Act, 42 U.S.C. §300f et seq.; the Emergency Planning and Community Right-to-Know Act, 42

U.S.C. 11001 et seq.; the Federal Insecticide, Fungicide and Rodenticide Act, 7 U.S.C. 136 to 136y; the Oil Pollution Act, 33 U.S.C. 2701 et seq.; and the Occupational Safety and Health Act, 29 U.S.C. 651 et seq..

7.7 "Hazardous Material(s)" shall include but shall not be limited to any substance, material, or waste that is regulated by any Environmental Law or otherwise regulated by any applicable federal, state, local, or tribal governmental authority because of toxic, flammable, explosive, corrosive, reactive, radioactive or other properties that may be hazardous to human health or the environment to the extent applicable to the Grantee's use or occupation of the Premises, including without limitation asbestos and asbestos-containing materials, radon, petroleum and petroleum products, urea formaldehyde foam insulation, methane, lead-based paint, polychlorinated biphenyl compounds, hydrocarbons or like substances and their additives or constituents, pesticides, agricultural chemicals, and any other special, toxic, or hazardous (i) substances, (ii) materials, or (iii) wastes of any kind, including without limitation those now or hereafter defined, determined, or identified as "hazardous chemicals", "hazardous substances," "hazardous materials," "toxic substances," or "hazardous wastes" in any Environmental Law.

Section 8 Default and Termination.

8.1 Grantor's Performance Rights. If at any time Grantee, or Grantee's Contractors, fails to properly perform its obligations under this Easement Agreement, Grantor, in its sole discretion, may: (i) seek specific performance of the unperformed obligations, or (ii) at Grantee's sole cost, may arrange for the performance of such work as Grantor deems necessary for the safety of its rail operations, activities and property, or to avoid or remove any interference with the activities or property of Grantor, or anyone or anything present on the rail corridor or property with the authority or permission of Grantor. Grantee shall promptly reimburse Grantor for all costs of work performed on Grantee's behalf upon receipt of an invoice for such costs. Grantor's failure to perform any obligations of Grantee or Grantee's Contractors shall not alter the liability allocation set forth in this Easement Agreement. Notwithstanding anything contained herein to the contrary, Grantee shall not be considered in default of this Easement Agreement due to any actual or perceived violation of any Environmental Laws, and Grantee shall take timely measures to remediate, in coordination with Grantor, or otherwise cure such violation of Environmental Laws, as provided herein.

8.2 Abandonment. Grantor may, at its option, terminate this Easement Agreement by serving five (5) days' notice in writing upon Grantee if Grantee should abandon or cease to use the Premises for the Easement Purpose. Any waiver by Grantor of any default or defaults shall not constitute a waiver of the right to terminate this Easement Agreement for any subsequent default or defaults, nor shall any such waiver in any way affect Grantor's ability to enforce any section of this Easement Agreement.

8.3 Effect of Termination or Expiration. Neither termination nor expiration will release Grantee from any liability or obligation under this Easement, whether of indemnity or otherwise, resulting from any acts, omissions or events happening prior to the date of termination or expiration, or, if later, the date the Premises are restored as required by **Section 9**.

8.4 Non-exclusive Remedies. The remedies set forth in this **Section 8** shall be in addition to, and not in limitation of, any other remedies that Grantor may have under the C&M Agreement, at law or in equity.

Section 9 Surrender of Premises.

9.1 Removal of Improvements and Restoration. Upon termination of this Easement Agreement, whether by abandonment of the Easement or by the exercise of Grantor's termination rights hereunder, Grantee shall, at its sole cost and expense, immediately perform the following:

- (a) remove all or such portion of Grantee's Improvements and all appurtenances thereto from the Premises, as Grantor directs at Grantor's sole discretion;
- (b) repair and restore any damage to the Premises arising from, growing out of, or connected with Grantee's use of the Premises;

- (c) remedy any unsafe conditions on the Premises created or aggravated by Grantee; and
- (d) leave the Premises in the condition which existed as of the Effective Date.

9.2 **Limited License for Entry.** If this Easement Agreement is terminated, Grantor may direct Grantee to undertake one or more of the actions set forth above, at Grantee's sole cost, in which case Grantee shall have a limited license to enter upon the Premises to the extent necessary to undertake the actions directed by Grantor. The terms of this limited license include all of Grantee's obligations under this Easement Agreement. Termination will not release Grantee from any liability or obligation under this Easement Agreement, whether of indemnity or otherwise, resulting from any acts, omissions or events happening prior to the date of termination, or, if later, the date when Grantee's Improvements are removed and the Premises are restored to the condition that existed as of the Effective Date. If Grantee fails to surrender the Premises to Grantor upon any termination of the Easement, all liabilities and obligations of Grantee hereunder shall continue in effect until the Premises are surrendered.

Section 10 Liens. Grantee shall promptly pay and discharge any and all liens arising out of any construction, alterations or repairs done, suffered or permitted to be done by Grantee on the Premises or attributable to Taxes that are the responsibility of Grantee pursuant to **Section 6**. Grantor is hereby authorized to post any notices or take any other action upon or with respect to the Premises that is or may be permitted by Law to prevent the attachment of any such liens to any portion of the Premises; provided, however, that failure of Grantor to take any such action shall not relieve Grantee of any obligation or liability under this **Section 10** or any other section of this Easement Agreement.

Section 11 Tax Exchange. Grantor may assign its rights (but not its obligations) under this Easement Agreement to Goldfinch Exchange Company LLC, an exchange intermediary, in order for Grantor to effect an exchange under Section 1031 of the Internal Revenue Code. In such event, Grantor shall provide Grantee with a Notice of Assignment, attached as Exhibit C, and Grantee shall execute an acknowledgement of receipt of such notice.

Section 12 Notices. Any notice required or permitted to be given hereunder by one party to the other shall be delivered in the manner set forth in the C&M Agreement. Notices to Grantor under this Easement shall be delivered to the following address: BNSF Railway Company, Real Estate Department, 2500 Lou Menk Drive, Ft. Worth, TX 76131, Attn: Permits, or such other address as Grantor may from time to time direct by notice to Grantee.

Section 13 Recordation. It is understood and agreed that this Easement Agreement shall not be in recordable form and shall not be placed on public record and any such recording shall be a breach of this Easement Agreement. Grantor and Grantee shall execute a Memorandum of Easement in the form attached hereto as Exhibit "B" (the "**Memorandum of Easement**") subject to changes required, if any, to conform such form to local recording requirements. The Memorandum of Easement shall be recorded in the real estate records in the county where the Premises are located. If a Memorandum of Easement is not executed by the parties and recorded as described above within 30 days of the Effective Date, Grantor shall have the right to terminate this Easement Agreement upon notice to Grantee.

Section 14 Miscellaneous.

14.1 All questions concerning the interpretation or application of provisions of this Easement Agreement shall be decided according to the substantive Laws of the State of **[Texas]** without regard to conflicts of law provisions.

14.2 In the event that Grantee consists of two or more parties, all the covenants and agreements of Grantee herein contained shall be the joint and several covenants and agreements of such parties. This instrument and all of the terms, covenants and provisions hereof shall inure to the benefit of and be binding upon each of the parties hereto and their respective legal representatives, successors and assigns and shall run with and be binding upon the Premises.

14.3 If any action at law or in equity is necessary to enforce or interpret the terms of this Easement Agreement, the prevailing party or parties shall be entitled to reasonable attorneys' fees, costs and necessary disbursements in addition to any other relief to which such party or parties may be entitled.

14.4 If any provision of this Easement Agreement is held to be illegal, invalid or unenforceable under present or future Laws, such provision will be fully severable and this Easement Agreement will be construed and enforced as if such illegal, invalid or unenforceable provision is not a part hereof, and the remaining provisions hereof will remain in full force and effect. In lieu of any illegal, invalid or unenforceable provision herein, there will be added automatically as a part of this Easement Agreement a provision as similar in its terms to such illegal, invalid or unenforceable provision as may be possible and be legal, valid and enforceable.

14.5 This Easement Agreement is the full and complete agreement between Grantor and Grantee with respect to all matters relating to Grantee's use of the Premises, and supersedes any and all other agreements between the parties hereto relating to Grantee's use of the Premises as described herein. However, nothing herein is intended to terminate any surviving obligation of Grantee or Grantee's obligation to defend and hold Grantor harmless in any prior written agreement between the parties.

14.6 Time is of the essence for the performance of this Easement Agreement.

Section 15. Administrative Fee. Grantee and Grantor acknowledge that a material consideration for this agreement, without which it would not be made, is Grantee's payment of a processing fee in the amount of \$2,000.00 over and above the agreed upon acquisition price. Said fee was made payable to BNSF Railway Company by a separate check numbered ____ on _____, 2025.

Witness the execution of this Easement Agreement as of the date first set forth above.

GRANTOR:

BNSF RAILWAY COMPANY, a Delaware corporation

By: _____
Name: _____
Title: _____

GRANTEE:

CITY OF ALVARADO
a Political Subdivision of the State of Texas

By: _____
Name: _____
Title: _____

EXHIBIT "A"

Premises

EXHIBIT "B"

MEMORANDUM OF EASEMENT

THIS MEMORANDUM OF EASEMENT is hereby executed this _____ day of _____, 2024, by and between **BNSF RAILWAY COMPANY**, a Delaware corporation ("**Grantor**"), whose address for purposes of this instrument is 2500 Lou Menk Drive, Fort Worth, Texas 76131, and **CITY OF ALVARDAO**, a Political Subdivision of the State of Texas ("**Grantee**"), whose address for purposes of this instrument is _____, which terms "Grantor" and "Grantee" shall include, wherever the context permits or requires, singular or plural, and the heirs, legal representatives, successors and assigns of the respective parties:

WITNESSETH:

WHEREAS, Grantor owns or controls certain real property situated in Johnson County, as described on **Exhibit "A"** attached hereto and incorporated herein by reference (the "**Premises**");

WHEREAS, Grantor and Grantee entered into an Easement Agreement, dated _____, 2024 (the "**Easement Agreement**") which set forth, among other things, the terms of an easement granted by Grantor to Grantee over and across the Premises (the "**Easement**"); and

WHEREAS, Grantor and Grantee desire to memorialize the terms and conditions of the Easement Agreement of record.

For valuable consideration the receipt and sufficiency of which are hereby acknowledged, Grantor does grant unto Grantee and Grantee does hereby accept from Grantor the Easement over and across the Premises.

The term of the Easement, unless sooner terminated under provisions of the Easement Agreement, shall be perpetual.

All the terms, conditions, provisions and covenants of the Easement Agreement are incorporated herein by this reference for all purposes as though written out at length herein, and both the Easement Agreement and this Memorandum of Easement shall be deemed to constitute a single instrument or document. This Memorandum of Easement is not intended to amend, modify, supplement, or supersede any of the provisions of the Easement Agreement and, to the extent there may be any conflict or inconsistency between the Easement Agreement or this Memorandum of Easement, the Easement Agreement shall control.

END OF PAGE – SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, Grantor and Grantee have executed this Memorandum of Easement to as of the date and year first above written.

GRANTOR:

BNSF RAILWAY COMPANY, a Delaware corporation

By: _____
Name: _____
Title: _____

STATE OF TEXAS §
§
COUNTY OF TARRANT §

This instrument was acknowledged before me on the _____ day of _____, 2024, by _____ (name) as _____ (title) of **BNSF RAILWAY COMPANY**, a Delaware corporation.

Notary Public

My appointment expires: _____

(Seal)

GRANTEE:
CITY OF ALVARADO
A Political Subdivision of the State of Texas

By: _____
Name: _____
Title: _____

STATE OF _____ §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____,
2024, by _____ (name) as
_____(title) of _____, a
_____.

Notary Public

My appointment expires: _____

(Seal)



City Council Meeting Management Report

Meeting Date: June 30, 2025

Contact: Gus Chavarria

AGENDA ITEM:

Presentation, consideration and possible action related to Resolution R2025-0026, a resolution authorizing the Advanced Funding Agreement between the City of Alvarado and the State of Texas for the Cummings Drive Project from US 67 to CR 604. (Chavarria)

BACKGROUND & FINDINGS:

In 2023, the Council approved an AFA (Advance Funding Agreement) with TxDOT for the first half of North Cummings Dr. from Hwy. 67 to CR 508. The scope of the project has been broadened to include two additional lanes on North Cummings Dr. from Hwy. 67 to CR 508 and the extension of North Cummings Dr. to CR 604.

Due to this additional scope, the funding agreement with TxDot has to be updated, and local participation increased.

FINANCIAL IMPACT

The local contribution is now approximately \$9 million.

RECOMMENDATION:

Staff recommends passing the resolution to update the AFA and continuing to design the remainder of the project.

MANAGEMENT REVIEW:

Paul DeBuff, City Manager

ATTACHMENT:

Resolution

STATE OF TEXAS §
COUNTY OF JOHNSON §

Page 17 of 24

roadway with new sidewalks and operational improvements on Cummings Drive in the City of Alvarado.

SECTION 2. The City of Alvarado will pay for the cost associated with this Agreement from current revenues available to the paying party. The City of Alvarado is responsible for 20% of the overall project cost until federal funding reaches the maximum obligated amount and is then responsible for 100% of overruns, if any.

SECTION 3. The City Manager or their designee is designated, delegated, and authorized to sign agreements on behalf of the City.

SECTION 4. This resolution is effective immediately upon its passage.

The motion to approve this resolution was made by _____ and seconded by _____. The resolution was passed and approved by the following vote: _____-_____.

PASSED AND APPROVED this the _____ day of _____, 2025.

By: Paul DeBuff, City Manager

ATTEST:

By: City Secretary



City Council Meeting Management Report

Meeting Date: June 30, 2025

Contact: Gus Chavarria

AGENDA ITEM:

Presentation, consideration and possible action related to information provided by Birkhoff, Hendricks & Carter, L.L.P. for the Water, Wastewater and Stormwater Master Plan update. (Chavarria)

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 authorizing City Manager to sign the contracts with Birkhoff, Hendricks & Carter, L.L.P.

MANAGEMENT REVIEW:

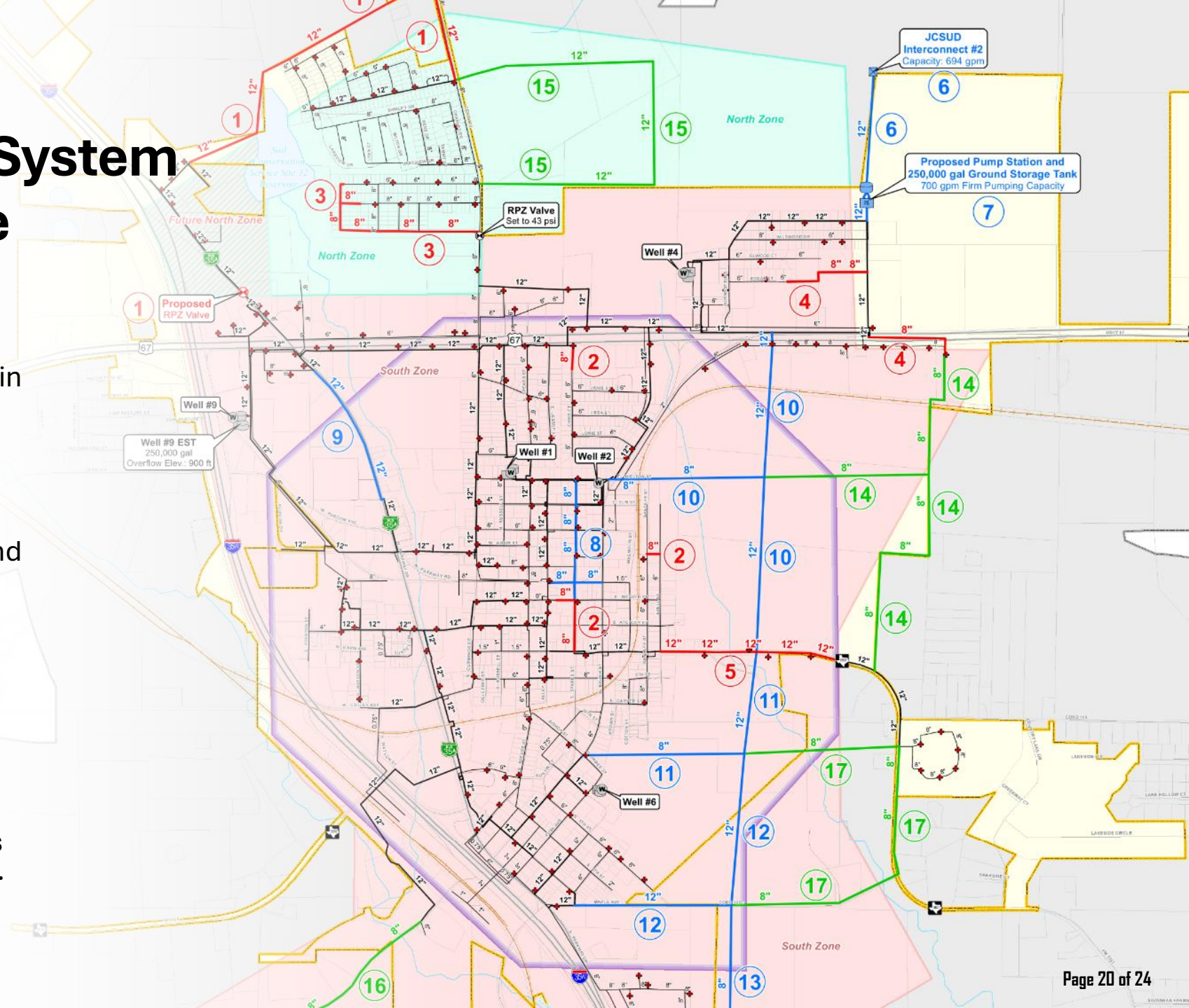
Paul DeBuff, City Manager

ATTACHMENT:

Water, Wastewater & Storm Master Plan Alvarado CC_06.16.2025

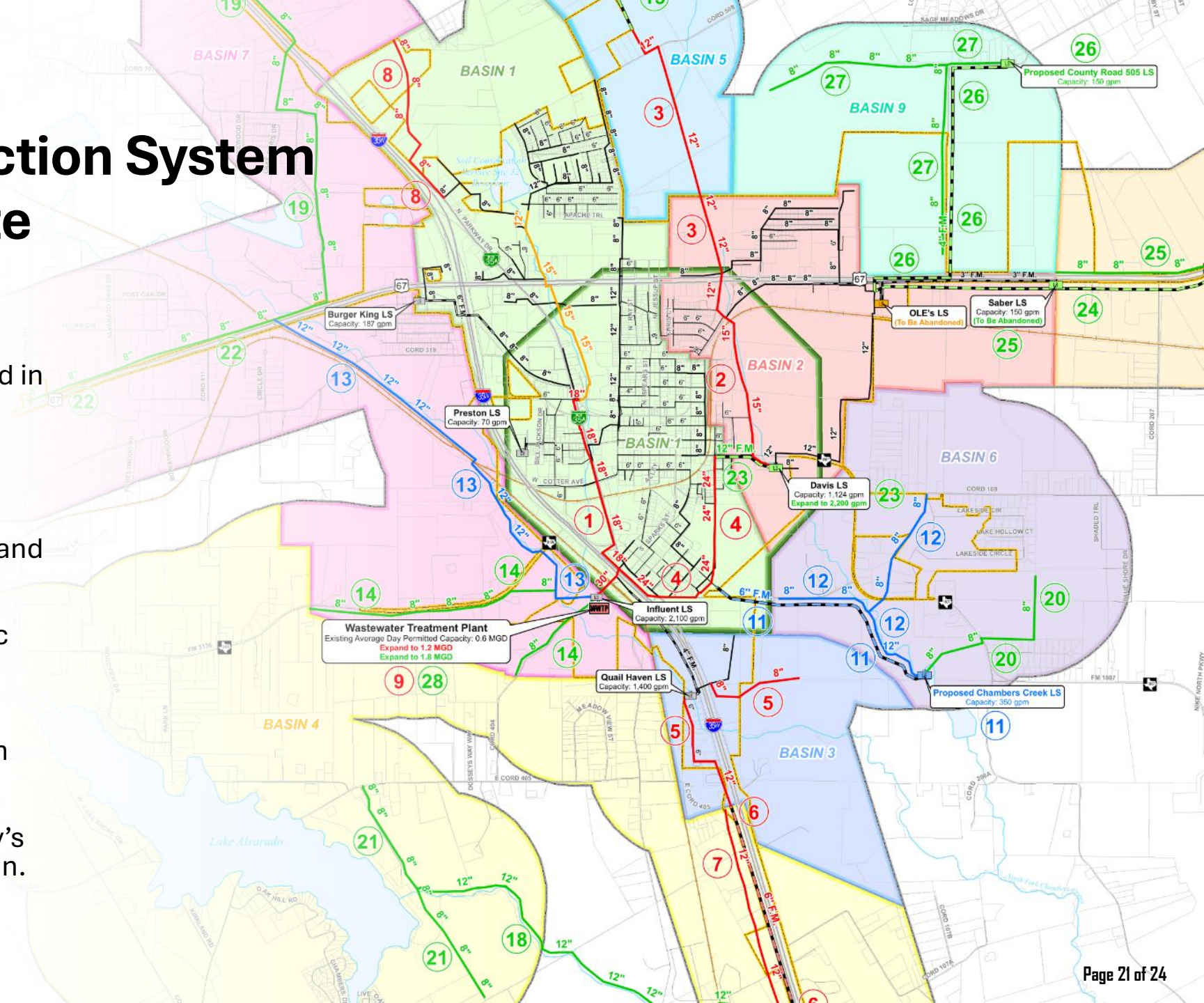
Water Distribution System Master Plan Update

- 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 30, 2025

Contact: Gus Chavarria

AGENDA ITEM:

Consideration and action related to awarding a contract for the Cummings Drive Overlay Project. (Chavarria)

BACKGROUND & FINDINGS:

The North Cummings Drive Rehabilitation Project (From Hwy. 67 to City Limits) includes a one-inch level-up plus a 2-inch overlay from Hwy.67 to CR 508 and a possible overlay from CR 508 to the city limits.

The project was bid on June 23, 2025, by four bidders. Peachtree Construction and Rocksolid were the two lowest qualified bidders. Bids ranged from \$372,157 to \$600,949. The contract time for this project is to be completed before July 31, 2025.

There were two bidders who qualified as the lowest bidder, depending on the chosen method of construction.

FINANCIAL IMPACT

The cost of this project's construction up to \$504,254.00, which is funded by the General Fund.

Contractor	Base Bid	2-in	LU+2in
Peachtree	\$372,157.00	\$356,275.25	\$523,876.75
Rocksolid	\$401,299.00	\$360,736.00	\$504,254.00

RECOMMENDATION:

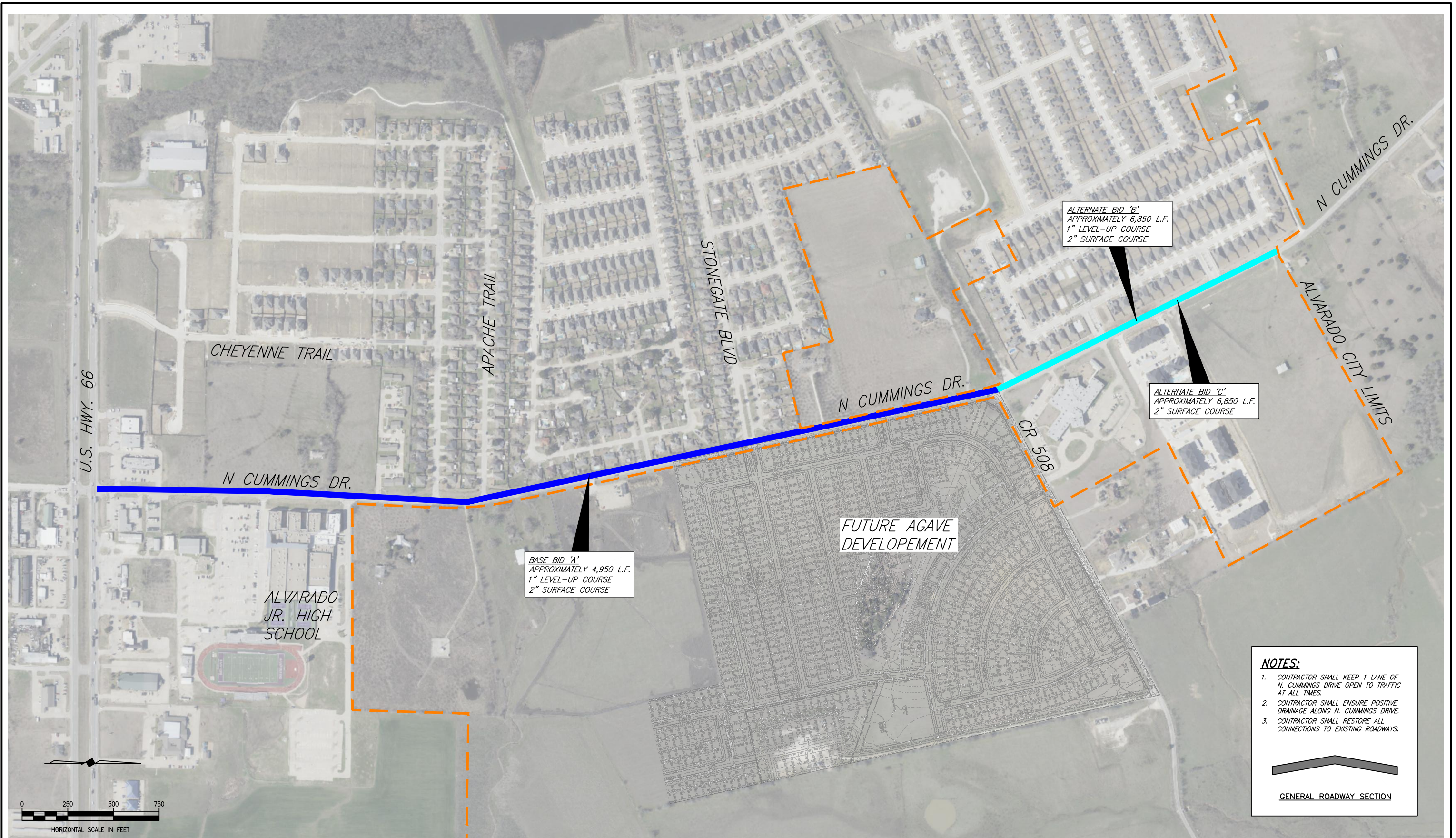
The Staff feels that either Peachtree Construction or Rocksolid Construction has the necessary staff and equipment to complete a job of this size and scope within the contract time. Staff recommends awarding this bid and allowing the City Manager to sign the contract.

MANAGEMENT REVIEW:

Paul DeBuff, City Manager

ATTACHMENTS:

Bid Tabs



	These plans and related specifications were prepared for construction of this specific project only. Reuse of these documents is not permitted without written authorization of Birkhoff, Hendricks & Carter, L.L.P. If this drawing is converted to an electronic file, if any discrepancy occurs between the electronic file and the Birkhoff, Hendricks & Carter, L.L.P. original document, the original document will govern in all cases.	BIRKHOFF, HENDRICKS & CARTER, L.L.P. PROFESSIONAL ENGINEERS TBPE Firm No. 526; TBPLS Firm No. 10031800 11910 Greenville Ave., Suite 600 Dallas, Texas 75243 (214) 361-7900			CITY OF ALVARADO, TEXAS NORTH CUMMINGS DRIVE REHABILITATION	BHC PROJECT NO. 4018-146	EXHIBIT			
										"A"
								PROJECT LOCATION MAP	June 2025	