ALVARADO CITY COUNCIL AGENDA
REGULAR MEETING - AUGUST 18, 2025- 6:30 PM
CITY COUNCIL CHAMBERS - 104 W COLLEGE AVE. - ALVARADO, TEXAS 76009

CALL TO ORDER
Roll Call

INVOCATION

PLEDGE OF ALLEGIANCE

PROCLAMATIONS

1. Gun Safety Awareness

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.

INTRODUCTION OF NEW EMPLOYEES

CONSENT AGENDA

2. July 10, 2025, Special Called City Council Minutes. (Taylor)
3. July 21, 2025, City Council Minutes. (Taylor)
4. July 31, 2025, Special Called City Council Minutes. (Taylor)
5. City of Alvarado - Ordinance 2025-0016: An Ordinance of the City of Alvarado, Texas, approving a Negotiated Settlement between the Atmos Cities Steering Committee ("ACSC") and Atmos Energy Corp., Mid-Tex Division regarding the company's 2025 Rate Review Mechanism Filing; declaring existing rates to be unreasonable; adopting tariffs that reflect rate

adjustments consistent with The Negotiated Settlement; finding the rates to be set by the attached settlement tariffs to be just and reasonable and In the public interest; approving an attachment establishing a benchmark for pensions and retiree medical benefits; requiring the company to reimburse ACSC's reasonable ratemaking expenses; and determining that this ordinance was passed in accordance with the requirements of The Texas Open Meetings Act. (Taylor)

6. City of Alvarado - Ordinance 2025-0017; an Ordinance of the City of Alvarado, Texas amending its fee schedule related to garbage collection fees. (Taylor)
7. Approval of a letter of engagement with Waters, Vollmering, Beavers and Adams, L.L.P. to perform the Annual Audit for Fiscal Year 2025, and authorizing the City Manager to execute any documents in connection therewith. (Cox)
8. City of Alvarado - Ordinance 2025-0014: An Ordinance of the City of Alvarado, Texas, a Fair Housing Ordinance prohibiting discrimination in housing in the City, and designating the month of April a Fair Housing Month, to reflect civil rights requirements by the General Land Office of the State of Texas. (French)
9. City of Alvarado - Resolution R2025-0033: A Resolution of the City of Alvarado, Texas, a Resolution adopting a Civil Rights and Citizen Participation Policy for the City, including a citizen participation plan and compliant and grievance procedures; providing for the appointment of a Civil Rights Officer; implementing and ratifying a nondiscrimination/EEO policy; including a self-evaluation review form and grievance procedures under Section 504 of the Rehabilitation Act of 1973; and including requirements for civil rights public notices. (French)
10. City of Alvarado - Resolution R2025-0034; a Resolution adopting an amendment to Section 431.7 of Alvarado Police Department Policy 431, "First Amendment Assemblies," to reflect the General Land Office of the State of Texas requirement that law enforcement not obstruct the public from entering or exiting a facility housing a non-violent civil rights demonstration. (French)
11. Approval of the yearly Interlocal Cooperation Agreement for Dispatching Service between the City of Alvarado and Johnson County. (Alvarado Police Dispatching Services) (May)
12. Approval of the yearly Interlocal Cooperation Agreement for Dispatching Service between the Alvarado Marshal and Johnson County. (Alvarado City Marshall Dispatching Services) (May)
13. Approval of a yearly Amendment to Communications System Agreement with Johnson County. (Annual Subscriber Unit Fee for Police Radio Equipment) (May)
14. Approval of a yearly Interlocal Agreement for Housing City's Class C Misdemeanor Prisoners for Budget Year 2025-2026. (Johnson County Jail Services) (May)
15. Accept the Resignation of Parks Board Member, Lisa Deese. (Tucker)

<u>NEW BUSINESS</u>

16. Consider, discuss and take a roll call vote to propose a not to exceed ad valorem tax rate \$0.886967 per \$100 valuation; set a public hearing for Monday, September 15, 2025, to receive comments concerning said proposed City of Alvarado 2025 tax rate; and set the time, date and place of the meeting at which the City Council will vote on said proposed tax rate not to exceed \$0.886967 per \$100 valuation as Monday, September 15, 2025, at 6:30 p.m., in the Council Chambers located at 104 W. College Street, Alvarado, Texas, and further authorizing the required public notices. (Ad Valorem Tax) (Cox)

17. Consideration and action relating to the authorization of a Change Order to the Rock Solid, LLC. Contract for the construction of North Cummings Drive Rehabilitation Project (From Hwy. 67 to the City Limits) and authorize the City Manager to execute the change order. (Chavarria)
18. Consideration and action related to an Interlocal Agreement with Johnson County for Public Improvement District Assessment Collections. (Suber)
19. Consideration and action related to City of Alvarado - Ordinance No. 2025-0018; an Ordinance of the City of Alvarado, Texas, approving the 2025-2026 Annual Service and Assessment Plan and Assessment Update for the Lone Oak Public Improvement District. (Suber)
20. First reading of City of Alvarado - Resolution R2025-0035; A Resolution of the City of Alvarado, Texas, approving the Alvarado Economic Development Corporation's authorization of a $150,000 economic development incentive for United Southwest Components and ratifying the Board's direction for the Economic Development Director and/or City Manager to negotiate and execute the agreement. (Cromer)
21. Consideration and action related to the application of HMH Eagle Glen Land, LLC for approval of the Eagle Glen North Addition Phase 1b final plat on 21.133 acres known as tracts and portions of tracts out of the Andrew Spiva Survey, A-770, approximately addressed at 347 Rock Sparrow Lane and 1200 E. Hwy 67. (French)
22. Consideration and action related to the appointment of members to the Economic Development Corporation. (Wheat)
23. Consideration and action related to the appointment of members to the Library Advisory Board. (Wheat)
24. Consideration and action related to the appointment of members to the Parks Board. (Wheat)

EXECUTIVE SESSION

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:

25. § 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.

26. Pursuant to §551.074, Texas Government Code - Personnel Matters, to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee.

    - City Manager Contract Update

27. Pursuant to Section § 551.072, Texas Government Code - deliberation regarding the purchase, exchange, lease, or value of real property to be acquired as right-of-way to serve existing and new development in the City.

- Project Yellow C-2

28. §551.087. Deliberation Regarding Economic Development Negotiations. To discuss or deliberate regarding commercial or financial information that the governmental body has received from a business prospect that the governmental body seeks to have locate, stay, or expand in or near the territory of the governmental body and with which the governmental body is conducting economic development negotiations; or to deliberate the offer of a financial or other incentive to a business prospect described by Subdivision (1).

    - Millis Transfer

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.

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 August 15, 2025, by 5:00 p.m. and remained so posted continuously for at least 72 hours preceding the scheduled time of said meeting.

B Taylor

Bobbie Jo Taylor, TRMC, MMC
City Secretary

Proclamation

WHEREAS, Unsecured guns pose clear safety risks, particularly to children. And when guns are not stored safely or securely and they are accessible to unsupervised minors, the risk of death or injury significantly increases; and

WHEREAS, In the United States, 350 children a year get access to a loaded firearm and accidentally shoot themselves or someone else; and since 2015 there were at least 314 unintentional shootings by children, resulting in 149 deaths and 177 injuries in Texas; and

WHEREAS, When children unintentionally shoot another person, the victim is most often another child, sibling or a friend; and.

WHEREAS, 4.6 million minors in the US live in homes with at least one loaded, unlocked firearm. And studies show that between 70 and 90% of guns used in youth suicides, unintentional shootings among children, and school shootings perpetrated by shooters under the age of 18 are acquired from the home or the homes of relatives or friends; and

WHEREAS, Between 2020 and 2024, Cook Children's Fort Worth Medical Center treated 303 gun related injuries; and

WHEREAS, Estimates suggest that even modest increases in the number of American homes safely storing firearms could prevent almost a third of youth gun deaths due to suicide and unintentional firearm injury; and

WHEREAS, Educating and resourcing communities to practice safe gun handling and storage is a proven, actionable, and meaningful way to create safer homes and neighborhoods across our city, state and country.

NOW, THEREFORE, I, Mayor Jacob Wheat, of the City of Alvarado, Texas do hereby proclaim August 2025 as

Gun Safety Awareness Month

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Alvarado to be affixed this 18th of August 2025.

____

Jacob Wheat, Mayor

CITY OF ALVARADO
County of Johnson
State of Texas
07/10/2025
City Council Minutes

The City Council of the City of Alvarado met in a Special Called Session on Thursday, July 10, 2025, at 5:00 p.m. The following were present for roll call:

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

Others Present:

Paul DeBuff	City Manager
Bobbie Jo Taylor	City Secretary
Teddy May	Police Chief
Ben Moore	Assistant Police Chief
Ashley Dierker	City Attorney

Mayor Jacob Wheat called the meeting to order at 5:00 p.m. and gave the invocation.

PLEDGE OF ALLEGIANCE

PUBLIC COMMENTS- None

Mayor Wheat adjourned into Executive Session at 5:05 p.m.

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:

- July 4, 2025, incident at the Prairieland Detention Center

Council Member Arthur entered the Executive Session at 5:15 p.m.

Council Member Keeton exited the Executive Session at 5:29 p.m.

Mayor Wheat adjourned from Executive Session at 5:58 p.m.

ADJOURNMENT

There being no further business, Mayor Wheat adjourned the meeting at 5:59 p.m.

Approved:

____
Mayor Jacob Wheat

____
Bobbie Jo Taylor, City Secretary

CITY OF ALVARADO
County of Johnson
State of Texas
07/21/2025
City Council Minutes

The City Council of the City of Alvarado met in a Regular Called Session on Monday, June 21, 2025, at 6:30 p.m. The following were present for roll call:

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

Others Present:

Paul DeBuff	City Manager
Bobbie Jo Taylor	City Secretary
Beth Walls	Director Human Resources
Ashley Dierker	City Attorney
Donielle Suber	Director of Administrative Services
Laura Cox	Chief Financial Officer
Hillary Cromer	Director of Economic Development
Justin French	Community Development Director
John Rodgers	Fire Chief
Anthony Tucker	Park Superintendent
Ben Moore	Assistant Police Chief
Michael Dwiggins	Public Works Director
Gus Chavarria	City Engineer

Mayor Jacob Wheat called the meeting to order at 6:30 p.m. Mayor Pro Tem Thomas led the invocation.

PLEDGE OF ALLEGIANCE

CITIZEN PARTICIPATION AND PUBLIC INPUT

- Marissa Wheat – Upcoming Personal Branding Event to be held September 18th, Water Safety Day, and an Expression of Gratitude for the Fire Department.
- Pam Jones - Concerns arising from the Planning Advisory Committee regarding the layout of future planning in the downtown area.
- Mike Percival – Concerns arising from the Planning Advisory Committee regarding the layout of future planning in the downtown area.
- Jameye Jones- Upcoming Events

COUNCIL COMMENTS

- Councilmember Keeton expressed gratitude to area Police Agencies who responded to the attack at the Prairieland Detention Center on July 4, 2025. Ms. Keeton stated that the city should have been more transparent with the citizens regarding the incident.

- Councilmember Moon sent condolences to the Officer who was injured in the attack and wished him well on his road to recovery. Ms. Moon also addressed upcoming events.

INTRODUCTION OF NEW EMPLOYEES

- Jeb Baxley was introduced by Chief Rodgers as a City of Alvarado Firefighter.
- Laura Cox introduced a new Court Administrator, Jennifer Chesnut.

CONSENT AGENDA

1. **June 16, 2025, City Council Minutes. (Walls)**
2. **June 30, 2025, Special Called City Council Minutes. (Taylor)**
3. **City of Alvarado - Resolution 2025-0027: A resolution of the City Council suspending the July 30, 2025, Effective Date of Oncor Electronic Delivery Company's requested rate change to permit the city time to study the request and establish reasonable rates. (Taylor)**
4. **City of Alvarado - Resolution 2025-0028: A resolution of the City Council designating certain positions as authorized signatories for all city accounts maintained by First Financial Bank of Alvarado. (Cox)**

5. **City of Alvarado Resolution R2025-0029: A resolution of the City Council, authorizing authorized signatories for the Community Development Block Grant-Mitigation (CDBG-MIT) Resilient Communities Program through the Texas General Land Office (GLO). (French)**

6. **City of Alvarado Ordinance No. 2025-0015: An ordinance of the City Council amending Section 38-129 of the City of Alvarado Code providing an update to the School Zone on N. Cummings Drive. (DeBuff)**

Councilmember Moon requested Item 6 be removed from the Consent Agenda for discussion.

Councilmember Moon motioned to approve Consent Agenda Items 1-5.

Councilmember Short seconded the motion.
No opposition, No abstentions
Vote: Motion passed unanimously

The Council discussed Ordinance No. 2025-0015 with City Manager Paul DeBuff. Mr. DeBuff provided more details to the council including the need for the update to the School Zone.

Councilmember Moon motioned to approve Consent Agenda Item 6.

Councilmember Arthur seconded the motion.
No opposition, No abstentions
Vote: Motion passed unanimously

NEW BUSINESS

7. **Public Hearing, consideration, and action related to approving Ordinance 2025-0013, of the Alvarado City Council annexing by voluntary petition approximately 60.575 acres in the McKinney & Williams Survey, Abstract 971, generally located north of CR 604 and east of IH 35W, with the approximate address of 6565 CR 604, into the corporate limits of the City of Alvarado, Texas. (Millis Annexation) (French)**

Mayor Wheat opened the Public Hearing at 6:52 p.m.

Community Development Director Justin French presented Ordinance 2025-0013 to the City Council advising of the voluntary annexation and the location of the property.

Mayor Wheat closed the Public Hearing at 6:54 p.m.

Councilmember Bryant motioned to approve Ordinance 2025-0013, of the Alvarado City Council annexing by voluntary petition approximately 60.575 acres in the McKinney & Williams Survey, Abstract 971, generally located north of CR 604 and east of IH 35W, with the approximate address of 6565 CR 604, into the corporate limits of the City of Alvarado, Texas.

Councilmember Arthur seconded the motion.
No opposition, No abstentions
Vote: Motion passed unanimously

8. **Presentation and discussion related to elements of the Comprehensive Plan, a project of the Community Development Block Grant-Mitigation (CDBG-MIT) Resilient Communities Program through the Texas General Land Office (GLO). (French)**

Representatives from LJA Engineering presented the City Council with a draft version of the Vision Guiding Principles and Downtown Square Layout Possibilities, developed through a series of engagements with the Alvarado community, city leadership, stakeholders, and the advisory committee.

During the presentation, the representatives and Council members discussed community feedback, project goals and objectives, and the next steps ahead of the implementation phase.

Following the discussion, the Council reached a consensus in favor of Design 3, which features the redevelopment of the small west building edge and enhancements to the square itself.

Council members were also informed that a joint Planning and Zoning and City Council Workshop will be held on November 6th to review further details and gather additional feedback on the project.

9. **Presentation and discussion related to a fair housing ordinance, a civil rights policy resolution, and other associated documents, which are federal requirements of the Community Development Block Grant-Mitigation (CDBG-MIT) Resilient Communities Program through the Texas General Land Office (GLO). (French)**

Community Development Director Justin French presented the Council with a fair housing ordinance, a civil rights policy resolution, and other documents that would soon be coming before the council for approval.

10. **Consideration and action related to the application of HMH Eagle Glen, LLC for approval of the Eagle Glen North Addition Phase 1a final plat on 43.514**

acres known as tracts and portions of tracts out of the Andrew Spiva Survey, A-770, approximately addressed at 347 Rock Sparrow Lane and 1200 E. Hwy 67. (French)

Community Development Director French presented the council the Eagle Glen North Additional Phase 1a final plat. Mr. French advised the council of the location and lot count specified by the plat.

Councilmember Moon motioned to approve the application of HMH Eagle Glen, LLC of the Eagle Glen North Addition Phase 1a final plat on 43.514 acres known as tracts and portions of tracts out of the Andrew Spiva Survey, A-770, approximately addressed at 347 Rock Sparrow Lane and 1200 E. Hwy 67.

Mayor Pro Tem Thomas seconded the motion.
No opposition, No abstentions
Vote: Motion passed unanimously

11. **Consideration and action related to the application of HMH Eagle Glen Land, LLC for approval of the Eagle Glen North Addition Phase 1c final plat on 11.306 acres known as tracts and portions of tracts out of the Andrew Spiva Survey, A-770, approximately addressed at 347 Rock Sparrow Lane. (French)**

Community Development Director French presented the council the Eagle Glen North Additional Phase 1c final plat. Mr. French advised the council of the location and lot count specified by the plat.

Councilmember Moon motioned to approve the application of HMH Eagle Glen Land, LLC of the Eagle Glen North Addition Phase 1c final plat on 11.306 acres known as tracts and portions of tracts out of the Andrew Spiva Survey, A-770, approximately addressed at 347 Rock Sparrow Lane.

Councilmember Arthur seconded the motion.
No opposition, No abstentions
Vote: Motion passed unanimously

12. **Consideration and action related to the application of Chris Wall with JBI Partners, Inc. on behalf of GRBK Edgewood LLC & Century Land Holdings of Texas, LLC for approval of the Lone Oak Addition Phase 2 final plat on 68.838 acres known as tracts and portions of tracts out of the James B. Conger Survey, A-150, and the George S. McIntosh Survey, A-625, approximately addressed at 825 and 1029 CR 607. (Lone Oak Phase 2 Final) (French)**

Community Development Director French presented the council the application for approval of the Lone Oak Addition Phase 2 final plat. Mr. French advised the council of the location and lot count specified by the plat.

Councilmember Moon motioned to approve the application of Chris Wall with JBI Partners, Inc. on behalf of GRBK Edgewood LLC & Century Land Holdings of Texas, LLC for the Lone Oak Addition Phase 2 final plat on 68.838 acres known as tracts and portions of tracts out of the James B. Conger Survey, A-150, and the George S. McIntosh Survey, A-625, approximately addressed at 825 and 1029 CR 607.

Councilmember Short seconded the motion.
No opposition, No abstentions
Vote: Motion passed unanimously

13. **Consideration and action related to Resolution R2025-30: A resolution of the City of Alvarado, Texas, designating the City Manager as the applicant for the Texas Parks and Wildlife Department Non-Urban Outdoor Recreation Grant; certifying the eligibility to receive program assistance; certifying that the applicant matching share is readily available; and dedicating the proposed site for permanent public park and recreational uses. (1 of 2 Parks Grant Applications) (Suber)**

Administrative Services Director Donielle Suber presented a resolution to the City Council that would designate the City Manager as the official applicant for a grant from Texas Parks and Wildlife.

Ms. Suber informed the Council that the grant application deadline is August 1st, and that the funding would support the acquisition or development of public recreation areas and facilities within the City of Alvarado.

She noted that the grant requires a 50% matching contribution from the City, with the potential to receive up to $750,000 in funding.

Councilmember Keeton motioned to approve Resolution R2025-30: A resolution of the City of Alvarado, Texas, designating the City Manager as the applicant for the Texas Parks and Wildlife Department Non-Urban Outdoor Recreation Grant; certifying the eligibility to receive program assistance; certifying that the applicant matching share is readily available; and dedicating the proposed site for permanent public park and recreational uses.

Mayor Pro Tem Thomas seconded the motion.
No opposition, No abstentions
Vote: Motion passed unanimously

14. Consideration and Action related to Resolution R2025-0031: A Resolution of the City of Alvarado, Texas, designating certain officials as being responsible for, acting for, and on behalf of the City of Alvarado with the Texas Parks and Wildlife Department, for the purpose of participating in the Local Park Grant Program. (2 of 2 Parks Grant Applications) (Tucker)

Parks Superintendent Anthony Tucker presented Resolution R225-0031 to the City Council, requesting approval to designate an official to act on behalf of the City of Alvarado in submitting a grant application to the Texas Parks and Wildlife Department.

Mr. Tucker explained that the grant offers a maximum funding amount of $150,000, with a required 50% match from the City. If awarded, the funds would be used to support the development or enhancement of public recreation areas and facilities.

Councilmember Moon motioned to approve Resolution R2025-0031: A Resolution of the City of Alvarado, Texas, designating the City Manager as being responsible for, acting for, and on behalf of the City of Alvarado with the Texas Parks and Wildlife Department, for the purpose of participating in the Local Park Grant Program.

Mayor Pro Tem Thomas seconded the motion.
No opposition, No abstentions
Vote: Motion passed unanimously

15. Consideration of and action related to rescheduling the Regular City Council Meetings to the third Tuesday of each month. (Wheat)

The consensus of the council was not favorable to rescheduling the Regular City Council meetings.

No action was taken at this time.

Mayor Wheat adjourned into Executive Session at 9:04 p.m.

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:

16. § 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 listed agenda item.
- Indie Catch Parcel of land on County Road 508, Alvarado, Texas - potential eminent domain acquisition for public improvements.
- Amendment to the Grade Crossing Construction and Maintenance Agreement with BNSF Railway Company.
- Amendment to the Eagle Glen North Development Agreement.
- Pipeline License Agreement with BNSF Railway Company.
- Memorandum of Agreement with Quikrete regarding the acquisition and abandonment of certain easement rights and construction obligations for property generally located at or around 1008 US 67 N.

17. **§ 551.072. Deliberation Regarding Real Property. The City Council may convene in executive session to 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 City in negotiations with a third person.**

- Indie Catch Parcel of land on County Road 508, Alvarado, Texas
- Amendment to the Grade Crossing Construction and Maintenance Agreement with BNSF Railway Company.
- Amendment to the Eagle Glen North Development Agreement.
- Pipeline License Agreement with BNSF Railway Company.
- Memorandum of Agreement with Quikrete regarding the acquisition and abandonment of certain easement rights and construction obligations for property generally located at or around 1008 US 67 N.

18. **§ 551.087. Deliberation Regarding Economic Development Negotiations. To discuss or deliberate regarding commercial or financial information that the governmental body has received from a business prospect that the governmental body seeks to have locate, stay, or expand in or near the territory of the governmental body and with which the governmental body is conducting economic development negotiations; or to deliberate the offer of a financial or other incentive to a business prospect described by Subdivision (1).**

- Millis Transfer Developer Agreement.
- Project Silver.

Mayor Wheat adjourned back into Open Session at 10:05 p.m.

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

Councilmember Moon motioned to approve the amendment to the Grade Crossing Construction and Maintenance Agreement with BNSF Railway Company, the Amendment to the Eagle Glen North Development Agreement, the Pipeline License Agreement with BNSF Railway Company, a memorandum of agreement with Quikrete regarding the acquisition and abandonment of certain easement rights and construction obligations for property generally located at or around 1008 US 67 N as presented in Executive Session and to be executed by the City Manager.

Mayor Pro Tem Kevin Thomas seconded the motion.
No opposition, No abstentions
Vote: Motion passed unanimously

Councilmember Moon motioned to approve an amendment to the Millis Transfer Developer Agreement as presented in Executive Session and to allow the City Manager to execute said agreement.

Councilmember Short seconded the motion.
Councilmember Keeton opposed, No abstentions
Vote: Motion passed 5-1

ADJOURNMENT

There being no further business Mayor Wheat adjourned the meeting at 10:06 p.m.

Approved:

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Mayor Jacob Wheat

____
Bobbie Jo Taylor, City Secretary

CITY OF ALVARADO
County of Johnson
State of Texas
07/31/2025
City Council Minutes

The City Council of the City of Alvarado met in a Special Session on Thursday, July 31, 2025, at 6:30 p.m. for the purpose of holding a Special Called Meeting and a Town Hall. The following were present for roll call:

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

Others Present:

Paul DeBuff	City Manager
Bobbie Jo Taylor	City Secretary
Ashely Dierker	City Attorney
Beth Walls	Director Human Resources
Donielle Suber	Director of Administrative Services
Hillary Cromer	Economic Development Director
Laura Cox	Chief Financial Officer
Ryan Edgar	Finance Manager
Justin French	Community Dev. Director
John Rodgers	Fire Chief

Mayor Jacob Wheat called the meeting to order at 6:30 p.m. Councilmember Scott Arthur gave the invocation.

Councilmember Bryant entered the meeting at 6:37 p.m.

PLEDGE OF ALLEGIANCE

PUBLIC COMMENTS- None

CITY COUNCIL COMMENTS-

- Mayor Wheat announced that a Back to School Bash was being held by the Alvarado School District.
- Councilmember Beverly Short stated that the improvements made to Cummings Dr. look nice.

NEW BUSINESS –

1. **Presentation of the City of Alvarado's financial audit for Fiscal Year 2023-2024 by representatives of Waters, Vollmering, Beavers & Adams, LLP.**

   Carrie Adams, representing the accounting firm Waters, Vollmering, Beavers & Adams, LLP, presented the annual financial audit to the City Council. Ms. Adams reported that the city administration has taken several steps over the past year to strengthen the city's financial position. These efforts include facility renovations at both the Fire Department and Police Department, investments in Street and Road Infrastructure, the acquisition of a new Fire Truck, and the purchase of additional property.

   Ms. Adams also noted a positive trend in sales tax revenue. In response to questions from the Council, she agreed to provide a detailed breakdown of the "Other" expenditures and revenue categories included in the audit report.

2. **Consideration and action related to the approval of the City of Alvarado's financial audit for Fiscal Year 2023-2024.**

   Councilmember Arthur motioned to approve the City of Alvarado's financial audit for Fiscal Year 2023-2024.

   Councilmember Short seconded the motion.
   No opposition, No abstentions
   Vote: Motion passed unanimously

Mayor Wheat adjourned into Executive Session at 6:53 p.m.

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:

3. **Pursuant to § 551.071, Texas Government Code – Consultation with the City's Attorneys to seek advice on the following matters:**

   - Any item on the agenda.

- Negotiations and potential eminent domain action for the acquisition of real property as right-of-way to serve existing and new development in the City and for other public purposes permitted by law; and

4. **Pursuant to Section § 551.072, Texas Government Code - deliberation regarding the purchase, exchange, lease, or value of real property to be acquired as right-of-way to serve existing and new development in the City.**

    - Negotiations and potential eminent domain action for the acquisition of real property as right-of-way to serve existing and new development in the City and for other public purposes permitted by law.

Mayor Wheat adjourned from Executive Session at 7:00 p.m.

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

5. **Consider the use of eminent domain to condemn property and consider Resolution No. R2025-0032 authorizing the filing of eminent domain proceedings for the purpose of obtaining the necessary real property interests as right-of-way to serve existing and new development in the City and for other public purposes permitted by law.**

    Councilmember Keeton moved that the City Council of the City of Alvarado authorize the use of the power of eminent domain to acquire the real property described in Resolution Number R2025-0032, as presented, specifically:

    - 0.756 acre (32,912 sq. ft) and 0.012 acre (541 sq. ft) right-of-way on property described in Instrument Number 2022-36624 in the Official Records, Johnson County, Texas, as more fully described in Exhibit A to said Resolution; and,

    For the public use as right-of-way and other public purposes permitted by law, and I further move to adopt Resolution Number R2025-0032, as presented.

    Mayor Pro Tem Thomas seconded the motion.
    No opposition, No abstentions
    Vote: Motion passed unanimously

TOWN HALL MEETING

6. **City of Alvarado 2025 Redistricting Project Presented by Dan Santee and Jon James, Denton Navarro Rodriguez Bernal Santee & Zech, PC. to include discussion with the City Council and Citizens.**

Dan Santee and Jon James attended the City Council meeting to present an overview of the 2025 Redistricting Project to both the Council and the citizens of Alvarado. Mr. Santee emphasized the necessity of redistricting to ensure balanced population representation across the city's districts. The presentation outlined the legal standards required during the redistricting process, including contiguity of districts, adherence to political unit boundaries, consideration of geographical boundaries, and preservation of communities of interest.

Following their review of the city's demographic data and legal obligations, Mr. Santee and Mr. James made the following recommendations for Council consideration:

- Adopt Option 2 of the redistricting maps, as it offers the most balanced population distribution while preserving a majority-minority ward.
- Amend Section 3.02 of the City Charter to divide the city into four wards, with one councilmember elected at-large.
- Amend Section 1.02 of the City Charter to use voter population as the basis for population distribution among districts rather than total population.

7. **Possible Action related to the 2025 Redistricting Project.**

The consensus of the City Council was to move forward with the Presented Option 2 Redistricting map.

ADJOURNMENT

There being no further business, Mayor Wheat adjourned the meeting at 7:46 p.m.

Approved:

____
Mayor Jacob Wheat

____
Bobbie Jo Taylor, City Secretary

City Council Meeting Management Report

Meeting Date: August 18, 2025
Contact: Bobbie Jo Taylor, City Secretary/Assistant to the City Manager

AGENDA ITEM: City of Alvarado - Ordinance 2025-0016: An Ordinance of the City of Alvarado, Texas, approving a Negotiated Settlement between the Atmos Cities Steering Committee (“ACSC”) and Atmos Energy Corp., Mid-Tex Division regarding the company’s 2025 Rate Review Mechanism Filing; declaring existing rates to be unreasonable; adopting tariffs that reflect rate adjustments consistent with The Negotiated Settlement; finding the rates to be set by the attached settlement tariffs to be just and reasonable and In the public interest; approving an attachment establishing a benchmark for pensions and retiree medical benefits; requiring the company to reimburse ACSC’s reasonable ratemaking expenses; and determining that this ordinance was passed in accordance with the requirements of The Texas Open Meetings Act. (Taylor)

BACKGROUND AND FINDINGS: The city is a member of the Atmos Cities Steering Committee (“ACSC”). In 2007, ACSC and Atmos Mid-Tex settled a rate application filed by the Company pursuant to Section 104.301 of the Texas Utilities Code for an interim rate adjustment commonly referred to as a GRIP filing (arising out of the Gas Reliability Infrastructure Program legislation). That settlement created a substitute rate review process, referred to as Rate Review Mechanism (“RRM”), as a substitute for future filings under the GRIP statute.

On or about April 1, 2025, the Company filed a rate request pursuant to the RRM Tariff adopted by ACSC members. The Company claimed that it is entitled to additional system-wide revenues of $245.2 million.

After several settlement meetings, the parties have agreed to settle the case for $205.6 million. This is a reduction of $20 million to the Company’s initial request. This includes payment of ACSC’s expenses. The Effective Date for new rates is October 1, 2025. The deadline for the city to act is October 1, 2025.

FINANCIAL IMPACT

None

MANAGEMENT REVIEW:

Paul DeBuff, City Manager

ATTACHMENTS:

Ordinance 2025-0016

Attachment 1 - The new Rate Tariffs
Attachment 2 Pension and Retiree Medical Benefits Benchmarks
Average Bill Impacts (CY24 MTX RRM – Average Bill).

ORDINANCE NO. 2025-0016

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ALVARADO, TEXAS, APPROVING A NEGOTIATED SETTLEMENT BETWEEN THE ATMOS CITIES STEERING COMMITTEE ("ACSC") AND ATMOS ENERGY CORP., MID-TEX DIVISION REGARDING THE COMPANY'S 2025 RATE REVIEW MECHANISM FILING; DECLARING EXISTING RATES TO BE UNREASONABLE; ADOPTING TARIFFS THAT REFLECT RATE ADJUSTMENTS CONSISTENT WITH THE NEGOTIATED SETTLEMENT; FINDING THE RATES TO BE SET BY THE ATTACHED SETTLEMENT TARIFFS TO BE JUST AND REASONABLE AND IN THE PUBLIC INTEREST; APPROVING AN ATTACHMENT ESTABLISHING A BENCHMARK FOR PENSIONS AND RETIREE MEDICAL BENEFITS; REQUIRING THE COMPANY TO REIMBURSE ACSC'S REASONABLE RATEMAKING EXPENSES; DETERMINING THAT THIS ORDINANCE WAS PASSED IN ACCORDANCE WITH THE REQUIREMENTS OF THE TEXAS OPEN MEETINGS ACT; ADOPTING A SAVINGS CLAUSE; DECLARING AN EFFECTIVE DATE; AND REQUIRING DELIVERY OF THIS ORDINANCE TO THE COMPANY AND THE ACSC'S LEGAL COUNSEL.

WHEREAS, the City of Alvardo, Texas ("City") is a gas utility customer of Atmos Energy Corp., Mid-Tex Division ("Atmos Mid-Tex" or "Company"), and a regulatory authority with an interest in the rates, charges, and services of Atmos Mid-Tex; and

WHEREAS, the City is a member of the Atmos Cities Steering Committee ("ACSC"), a coalition of similarly-situated cities served by Atmos Mid-Tex ("ACSC Cities") that have joined together to facilitate the review of, and response to, natural gas issues affecting rates charged in the Atmos Mid-Tex service area; and

WHEREAS, ACSC and the Company worked collaboratively to develop a Rate Review Mechanism ("RRM") tariff that allows for an expedited rate review process by ACSC Cities as a substitute to the Gas Reliability Infrastructure Program ("GRIP") process instituted by the

Legislature, and that will establish rates for the ACSC Cities based on the system-wide cost of serving the Atmos Mid-Tex Division; and

WHEREAS, the current RRM tariff was adopted by the City in a rate ordinance in 2018; and

WHEREAS, on about April 1, 2025 Atmos Mid-Tex filed its 2025 RRM rate request with ACSC Cities based on a test year ending December 31, 2024; and

WHEREAS, ACSC coordinated its review of the Atmos Mid-Tex 2025 RRM filing through its Executive Committee, assisted by ACSC's attorneys and consultants, to resolve issues identified in the Company's RRM filing; and

WHEREAS, the Executive Committee, as well as ACSC's counsel and consultants, recommend that ACSC Cities approve an increase in base rates for Atmos Mid-Tex of $205.6 million on a system-wide basis with an Effective Date of October 1, 2025; and

WHEREAS, ACSC agrees that Atmos plant-in-service is reasonable; and

WHEREAS, with the exception of approved plant-in-service, ACSC is not foreclosed from future reasonableness evaluation of costs associated with incidents related to gas leaks; and

WHEREAS, the attached tariffs (Attachment 1) implementing new rates are consistent with the recommendation of the ACSC Executive Committee, are agreed to by the Company, and are just, reasonable, and in the public interest; and

WHEREAS, the settlement agreement sets a new benchmark for pensions and retiree medical benefits (Attachment 2); and

WHEREAS, the RRM Tariff contemplates reimbursement of ACSC's reasonable expenses associated with RRM applications.

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

Section 1. That the findings set forth in this Ordinance are hereby in all things approved.

Section 2. That, without prejudice to future litigation of any issue identified by ACSC, the City Council finds that the settled amount of an increase in revenues of $205.6 million on a system-wide basis represents a comprehensive settlement of gas utility rate issues affecting the rates, operations, and services offered by Atmos Mid-Tex within the municipal limits arising from Atmos Mid-Tex's 2025 RRM filing, is in the public interest, and is consistent with the City's authority under Section 103.001 of the Texas Utilities Code.

Section 3. That despite finding Atmos Mid-Tex's plant-in-service to be reasonable, ACSC is not foreclosed in future cases from evaluating the reasonableness of costs associated with incidents involving leaks of natural gas.

Section 4. That the existing rates for natural gas service provided by Atmos Mid-Tex are unreasonable. The new tariffs attached hereto and incorporated herein as Attachment 1, are just and reasonable, and are designed to allow Atmos Mid-Tex to recover annually an additional $205.6 million on a system-wide basis, over the amount allowed under currently approved rates. Such tariffs are hereby adopted.

Section 5. That the ratemaking treatment for pensions and retiree medical benefits in Atmos Mid-Tex's next RRM filing shall be as set forth on Attachment 2, attached hereto and incorporated herein.

Section 6. That Atmos Mid-Tex shall reimburse the reasonable ratemaking expenses of ACSC in processing the Company's 2025 RRM filing.

Section 7. That to the extent any resolution or ordinance previously adopted by the Council is inconsistent with this Ordinance, it is hereby repealed.

Section 8. That the meeting at which this Ordinance was approved was in all things conducted in strict compliance with the Texas Open Meetings Act, Texas Government Code, Chapter 551.

Section 9. That if any one or more sections or clauses of this Ordinance is adjudged to be unconstitutional or invalid, such judgment shall not affect, impair, or invalidate the remaining provisions of this Ordinance, and the remaining provisions of the Ordinance shall be interpreted as if the offending section or clause never existed.

Section 10. That consistent with the City Ordinance that established the RRM process, this Ordinance shall become effective from and after its passage with rates authorized by attached tariffs to be effective for bills rendered on or after October 1, 2025.

Section 11. That a copy of this Ordinance shall be sent to Atmos Mid-Tex, care of Chris Felan, Vice President of Rates and Regulatory Affairs Mid-Tex Division, Atmos Energy Corporation, 5420 LBJ Freeway, Suite 1862, Dallas, Texas 75240, and to Thomas Brocato, General Counsel to ACSC, at Lloyd Gosselink Rochelle & Townsend, P.C., 816 Congress Avenue, Suite 1900, Austin, Texas 78701.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF ALVARADO, TEXAS, BY A VOTE OF ____ TO ____, ON THIS THE 18TH DAY OF AUGUST 2025.

____
Mayor

ATTEST:

____
City Secretary

RATE SCHEDULE:	**R – RESIDENTIAL SALES**	
APPLICABLE TO:	**ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF**	
EFFECTIVE DATE:	**Bills Rendered on or after 10/01/2025**	

Application
Applicable to Residential Customers for all natural gas provided at one Point of Delivery and measured through one meter.

Type of Service
Where service of the type desired by Customer is not already available at the Point of Delivery, additional charges and special contract arrangements between Company and Customer may be required prior to service being furnished.

Monthly Rate
Customer's monthly bill will be calculated by adding the following Customer and Ccf charges to the amounts due under the riders listed below:

Charge	Amount
Customer Charge per Bill	$ 23.65 per month
Rider CEE Surcharge	$ 0.03 per month[1]
Total Customer Charge	$ 23.68 per month
Commodity Charge – All Ccf	$ 0.74748 per Ccf

Gas Cost Recovery: Plus an amount for gas costs and upstream transportation costs calculated in accordance with Part (a) and Part (b), respectively, of Rider GCR.

Weather Normalization Adjustment: Plus or Minus an amount for weather normalization calculated in accordance with Rider WNA.

Franchise Fee Adjustment: Plus an amount for franchise fees calculated in accordance with Rider FF. Rider FF is only applicable to customers inside the corporate limits of any incorporated municipality.

Tax Adjustment: Plus an amount for tax calculated in accordance with Rider TAX.

Surcharges: Plus an amount for surcharges calculated in accordance with the applicable rider(s).

Agreement
An Agreement for Gas Service may be required.

Notice
Service hereunder and the rates for services provided are subject to the orders of regulatory bodies having jurisdiction and to the Company's Tariff for Gas Service.

[1]Reference Rider CEE - Conservation and Energy Efficiency as approved in GUD 10170. Surcharge billing effective July 1, 2025.

RATE SCHEDULE:	**C – COMMERCIAL SALES**	
APPLICABLE TO:	**ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF**	
EFFECTIVE DATE:	**Bills Rendered on or after 10/01/2025**	

Application
Applicable to Commercial Customers for all natural gas provided at one Point of Delivery and measured through one meter and to Industrial Customers with an average annual usage of less than 30,000 Ccf.

Type of Service
Where service of the type desired by Customer is not already available at the Point of Delivery, additional charges and special contract arrangements between Company and Customer may be required prior to service being furnished.

Monthly Rate
Customer's monthly bill will be calculated by adding the following Customer and Ccf charges to the amounts due under the riders listed below:

Charge	Amount
Customer Charge per Bill	$ 94.00 per month
Rider CEE Surcharge	$ 0.01 per month[1]
Total Customer Charge	$ 94.01 per month
Commodity Charge – All Ccf	$ 0.22261 per Ccf

Gas Cost Recovery: Plus an amount for gas costs and upstream transportation costs calculated in accordance with Part (a) and Part (b), respectively, of Rider GCR.

Weather Normalization Adjustment: Plus or Minus an amount for weather normalization calculated in accordance with Rider WNA.

Franchise Fee Adjustment: Plus an amount for franchise fees calculated in accordance with Rider FF. Rider FF is only applicable to customers inside the corporate limits of any incorporated municipality.

Tax Adjustment: Plus an amount for tax calculated in accordance with Rider TAX.

Surcharges: Plus an amount for surcharges calculated in accordance with the applicable rider(s).

Agreement
An Agreement for Gas Service may be required.

Notice
Service hereunder and the rates for services provided are subject to the orders of regulatory bodies having jurisdiction and to the Company's Tariff for Gas Service.

Presumption of Plant Protection Level
For service under this Rate Schedule, plant protection volumes are presumed to be 10% of normal, regular, historical usage as reasonably calculated by the Company in its sole discretion. If a customer believes it needs to be modeled at an alternative plant protection volume, it should contact the company at mdtx-div-plantprotection@atmosenergy.com.

[1] Reference Rider CEE - Conservation and Energy Efficiency as approved in GUD 10170. Surcharge billing effective July 1, 2025.

RATE SCHEDULE:	**I – INDUSTRIAL SALES**	
APPLICABLE TO:	**ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF**	
EFFECTIVE DATE:	**Bills Rendered on or after 10/01/2025**	

Application
Applicable to Industrial Customers with a maximum daily usage (MDU) of less than 200 MMBtu per day for all natural gas provided at one Point of Delivery and measured through one meter. Service for Industrial Customers with an MDU equal to or greater than 200 MMBtu per day will be provided at Company's sole option and will require special contract arrangements between Company and Customer.

Type of Service
Where service of the type desired by Customer is not already available at the Point of Delivery, additional charges and special contract arrangements between Company and Customer may be required prior to service being furnished.

Monthly Rate
Customer's monthly bill will be calculated by adding the following Customer and MMBtu charges to the amounts due under the riders listed below:

Charge	Amount
Customer Charge per Meter	$ 1,848.75 per month
First 0 MMBtu to 1,500 MMBtu	$ 0.7678 per MMBtu
Next 3,500 MMBtu	$ 0.5623 per MMBtu
All MMBtu over 5,000 MMBtu	$ 0.1206 per MMBtu

Gas Cost Recovery: Plus an amount for gas costs and upstream transportation costs calculated in accordance with Part (a) and Part (b), respectively, of Rider GCR.

Franchise Fee Adjustment: Plus an amount for franchise fees calculated in accordance with Rider FF. Rider FF is only applicable to customers inside the corporate limits of any incorporated municipality.

Tax Adjustment: Plus an amount for tax calculated in accordance with Rider TAX.

Surcharges: Plus an amount for surcharges calculated in accordance with the applicable rider(s).

Curtailment Overpull Fee
Upon notification by Company of an event of curtailment or interruption of Customer's deliveries, Customer will, for each MMBtu delivered in excess of the stated level of curtailment or interruption, pay Company 200% of the midpoint price for the Katy point listed in *Platts Gas Daily* published for the applicable Gas Day in the table entitled "Daily Price Survey."

Replacement Index
In the event the "midpoint" or "common" price for the Katy point listed in *Platts Gas Daily* in the table entitled "Daily Price Survey" is no longer published, Company will calculate the applicable imbalance fees utilizing a daily price index recognized as authoritative by the natural gas industry and most closely approximating the applicable index.

RATE SCHEDULE:	**I – INDUSTRIAL SALES**	
APPLICABLE TO:	**ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF**	
EFFECTIVE DATE:	**Bills Rendered on or after 10/01/2025**	

Agreement
An Agreement for Gas Service may be required.

Notice
Service hereunder and the rates for services provided are subject to the orders of regulatory bodies having jurisdiction and to the Company's Tariff for Gas Service.

Special Conditions
In order to receive service under Rate I, Customer must have the type of meter required by Company. Customer must pay Company all costs associated with the acquisition and installation of the meter.

Presumption of Plant Protection Level
For service under this Rate Schedule, plant protection volumes are presumed to be 10% of normal, regular, historical usage as reasonably calculated by the Company in its sole discretion. If a customer believes it needs to be modeled at an alternative plant protection volume, it should contact the company at mdtx-div-plantprotection@atmosenergy.com.

RATE SCHEDULE:	**T – TRANSPORTATION**	
APPLICABLE TO:	**ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF**	
EFFECTIVE DATE:	**Bills Rendered on or after 10/01/2025**	

Application
Applicable, in the event that Company has entered into a Transportation Agreement, to a customer directly connected to the Atmos Energy Corp., Mid-Tex Division Distribution System (Customer) for the transportation of all natural gas supplied by Customer or Customer's agent at one Point of Delivery for use in Customer's facility.

This tariff is not available to customers with a maximum daily demand of 1,000 MMBtu or greater and a daily/annual load factor of 10% or less. Load factor is calculated as follows: annual usage / (maximum daily connected demand X 365). Load factors will be recalculated once each year to determine appropriate eligibility for Rate T.

Type of Service
Company's receipt and delivery of all gas quantities under the applicable Transportation Agreement will be on a wholly interruptible basis subject to the Terms and Conditions incorporated in the Transportation Agreement. If Customer is an Industrial Customer, then Customer may elect, at the reasonable discretion of Company, to contract for Plant Protection transportation quantities defined as the minimum natural gas required to prevent physical harm and/or protect critical safety to the plant facilities, plant personnel, or the public when such protection cannot be achieved through the use of an alternate fuel. Where service of the type desired by Customer is not already available at the Point of Delivery, additional charges and special contract arrangements between Company and Customer may be required prior to service being furnished.

Monthly Rate
Customer's bill will be calculated by adding the following Customer and MMBtu charges to the amounts and quantities due under the riders listed below:

Charge	Amount
Customer Charge per Meter	$ 1,848.75 per month
First 0 MMBtu to 1,500 MMBtu	$ 0.7678 per MMBtu
Next 3,500 MMBtu	$ 0.5623 per MMBtu
All MMBtu over 5,000 MMBtu	$ 0.1206 per MMBtu

Upstream Transportation Cost Recovery: Plus an amount for upstream transportation costs in accordance with Part (b) of Rider GCR.

Retention Adjustment: Plus a quantity of gas as calculated in accordance with Rider RA.

Franchise Fee Adjustment: Plus an amount for franchise fees calculated in accordance with Rider FF. Rider FF is only applicable to customers inside the corporate limits of any incorporated municipality.

Tax Adjustment: Plus an amount for tax calculated in accordance with Rider TAX.

Surcharges: Plus an amount for surcharges calculated in accordance with the applicable rider(s).

RATE SCHEDULE:	**T – TRANSPORTATION**	
APPLICABLE TO:	**ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF**	
EFFECTIVE DATE:	**Bills Rendered on or after 10/01/2025**	

Imbalance Fees
All fees charged to Customer under this Rate Schedule will be charged based on the quantities determined under the applicable Transportation Agreement and quantities will not be aggregated for any Customer with multiple Transportation Agreements for the purposes of such fees.

Monthly Imbalance Fees
Customer shall pay Company the greater of (i) $0.10 per MMBtu, or (ii) 150% of the difference per MMBtu between the highest and lowest “midpoint” price for the Katy point listed in *Platts Gas Daily* in the table entitled “Daily Price Survey” during such month, for the MMBtu of Customer’s monthly Cumulative Imbalance, as defined in the applicable Transportation Agreement, at the end of each month that exceeds 10% of Customer’s receipt quantities for the month.

Overpull Fee
Upon notification by Company of an event of interruption of Customer’s deliveries, Customer will, for each MMBtu delivered in excess of the stated level of interruption, pay Company 200% of the midpoint price for the Katy point listed in *Platts Gas Daily* published for the applicable Gas Day in the table entitled “Daily Price Survey.”

Replacement Index
In the event the “midpoint” or “common” price for the Katy point listed in *Platts Gas Daily* in the table entitled “Daily Price Survey” is no longer published, Company will calculate the applicable imbalance fees utilizing a daily price index recognized as authoritative by the natural gas industry and most closely approximating the applicable index.

Agreement
A transportation agreement is required.

Notice
Service hereunder and the rates for services provided are subject to the orders of regulatory bodies having jurisdiction and to the Company’s Tariff for Gas Service.

Special Conditions
In order to receive service under Rate T, customer must have the type of meter required by Company. Customer must pay Company all costs associated with the acquisition and installation of the meter.

MID-TEX DIVISION
ATMOS ENERGY CORPORATION

RIDER:	**SUR – SURCHARGES**	
APPLICABLE TO:	**ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF**	
EFFECTIVE DATE:	**Bills Rendered on or after 10/01/2025**	

Application

This Rider is applicable to customer classes in the incorporated areas under the RRM tariff as authorized by the state or any governmental entity, a municipality, or a regulatory authority pursuant to any statute, ordinance, order, rule, contract, or agreement.

Monthly Calculation

Surcharges will be calculated in accordance with the applicable statute, ordinance, order, rule, contract, or agreement.

FASB ASC 740-10 (Fin48) Refund

Applicable to Customers taking service under Rate Schedules R – Residential, C – Commercial, I – Industrial and T – Transportation.

To ensure that gas utility customers receive the benefit associated with the changes in the Company's Uncertain Tax Positions ("UTPs") arising from recognition of Texas Margin Tax returns.

The decrease shall be calculated as follows:

Beginning with implementation of rates from the negotiated RRM Tariff, and annually thereafter, the portion of UTP liabilities identified in Schedule FIN48-1.1 for the prior fiscal year shall be allocated based on the final class allocations of GUD No. 10170 as per the RRM Tariff, divided by the annual bill count to derive rates to be refunded through Rider SUR in the subsequent fiscal year. Each year's calculation will include a true-up (+ or -) due to account for over/under collections. Amounts identified in Schedule FIN48-1 shall be adjusted to reflect any audit adjustments received from the Texas Comptroller of Public Accounts.

No action on the part of the Regulatory Authority is required to give effect to the amount to be refunded to customers. However, any amount refunded to customers shall be fully subject to review for reasonableness and accuracy in the gas utility's next statement of intent proceeding with the Railroad Commission of Texas, and if applicable, the gas utility shall be required to reconcile any discrepancies.

The following refund as authorized in the most recent negotiated RRM Tariff shall be refunded to each Rate Schedules R – Residential, C – Commercial, I – Industrial and T – Transportation customer's monthly bill in each month for a 12-month period. The refund amount by month by Rate Schedule is shown in the table below:

Rate Schedules	Rate
Rate R – Residential Sales	$ (0.12)
Rate C – Commercial Sales	$ (0.41)
Rate I – Industrial Sales	$ (8.68)
Rate T – Transportation	$ (8.68)

RIDER:	TAX – TAX ADJUSTMENT	
APPLICABLE TO:	Entire Division as Set Forth Below	
EFFECTIVE DATE:	Bills Rendered on or after 10/01/2025	PAGE:

Application

Applicable to Customers taking service under Rate R, Rate C, Rate I, and Rate T, except for exempt State Agency Customers, to the extent of state gross receipts taxes only.

1. **State Gross Receipts Taxes**

Applicability - Entire Division except for Unincorporated Areas

Each monthly bill shall be adjusted for Miscellaneous state gross receipts taxes imposed by Sections 182-021 - 182-025 of the Texas Tax Code.

Entire Division

Each monthly bill shall also be adjusted by an amount equivalent to the amount of all applicable taxes and any other governmental impositions, rentals, fees, or charges (except state, county, city, and special district ad valorem taxes and taxes on net income) levied, assessed, or imposed upon or allocated to Company with respect to the Gas Service provided to Customer by Company, and any associated facilities involved in the performance of such Gas Service. Each monthly bill shall also be adjusted by an amount equivalent to the proportionate part of any increase or decrease of any tax and any other governmental imposition, rental, fee, or charge (except state, county, city, and special district ad valorem taxes and taxes on net income) levied, assessed, or imposed subsequent to the effective date of this tariff, upon or allocated to Company's operations, by any new or amended law, ordinance, or contract.

2. **Federal or State Tax Law or Rate Changes:**

Applicability – All Customers in the Mid-Tex Division ("MTX") Under the RRM Tariff

Applicable to Customers taking service under Rate R, Rate C, Rate I, and Rate T.

To ensure that gas utility customers receive the benefits or costs associated with the changes in tax rates at a federal or state level, MTX shall establish and accrue on its books and records, as of the effective date of the federal or state tax law or rate change: 1) regulatory liabilities to reflect the impact of a decrease in federal corporate income tax rates or state margin tax rates; or, 2) regulatory assets to reflect the impact of an increase in federal corporate income tax rates or state margin tax rates.

The gas utility may not change rates to give effect to a change in Federal or State Tax law or rates through the Rider TAX unless and until the city issues final authorization, an Accounting Order, or other express guidance authorizing such recovery through the RRM process.

Company may also not change rates to capture the impacts associated with the effects of Public Law 117-169, 136 STAT. 1818 of August 16, 2022 ("Tax Act 2022") and certain other tax-related costs that will change from the amounts included in the most recent base revenue requirement established through an RRM filing unless and until the city issues a final authorization, an Accounting Order, or other express guidance authorizing such recovery.

Upon receipt of authorization from the city through an Accounting Order, final authorization or other express guidance, the calculation applicable to the aforementioned federal or state tax rate or law changes are as follows; however, to the extent there is a conflict between the calculation or methodology prescribed by an Accounting Order, final authorization, or other express guidance, and those contained in this rate schedule, the Accounting Order, final authorization, or other express guidance controls:

Calculations

1. With regard to changes in the tax rates at a federal or state level, the increase or decrease shall be calculated as follows:

   a. A portion of the gas utility's revenue representing the difference between: 1) the cost of service as approved by the Commission or the applicable regulatory authority in the gas utility's most recent statement of intent or other rate proceeding, and 2) the cost of service that would have resulted had the rates been based on the new federal income tax rate (increase or decrease) or state margin taxes (increase or decrease), as of the effective date of the change;
   b. If applicable, the portion of the gas utility's revenue representing the difference between: 1) each Interim Rate Adjustment surcharge approved by the regulatory authority since the gas utility's most recent statement of intent or other rate proceeding, and 2) each Interim Rate Adjustment surcharge that would have resulted had the surcharges been based on the new federal income tax rate (increase or decrease) or state margin taxes (increase or decrease), as of the effective date of the change; and
   c. The excess or deficient deferred tax reserve, including any associated gross up in taxes, caused by the reduction or increase in the federal corporate income tax rate or state related tax increases, as of the effective date of the change.

Upon the receipt of authorization from the Commission or applicable regulatory authority, the gas utility shall separately refund to customers based on a decrease in federal or state tax rates or separately collect from customers based on an increase in federal or state tax rates within twelve (12) months or, pursuant to applicable Internal Revenue Code ("IRC") rules and regulations, as follows:

   d. The amount collected/refunded by the gas utility that reflects the difference in base rates between: 1) the cost of service approved by the regulatory authority in the gas utility's most recent statement of intent rate proceeding, and 2) the cost of service that would have resulted had the rates been based upon the new federal or state tax rates, between the effective date of this order and the effective date of the changes.
   e. If applicable, the amount collected/refunded by the gas utility that reflects the difference between: 1) each Interim Rate Adjustment surcharge approved by the Commission or the regulatory authority since the gas utility's most recent statement of intent rate proceeding, and 2) each Interim Rate Adjustment surcharge that would have resulted had the rates been based upon the new federal or state tax rates, between the effective date of this order and the effective date of the changes.
   f. The amount collected/refunded by the gas utility that reflects the difference in the excess or deficient deferred tax reserve included in base rates between: 1) the cost of service approved by the Commission or the regulatory authority in the gas utility's most recent statement of intent rate proceeding, and 2) the cost of service that would have resulted had the rates been based upon the new federal or state tax rates, between the effective date of this order and the effective date of the changes. These amounts shall be refunded or collected from customers based upon IRC rules and regulations if applicable.

RIDER:	**TAX – TAX ADJUSTMENT**	
APPLICABLE TO:	**Entire Division as Set Forth Below**	
EFFECTIVE DATE:	**Bills Rendered on or after 10/01/2025**	**PAGE:**

2. With regard to the Tax Act 2022 and certain other tax-related costs that will change from the amounts included in the base revenue requirement established through an RRM filing, any change in rates shall be calculated as follows:

   (a) The amount shall be calculated as the product of Company's grossed-up rate of return authorized in the cost of service as approved by the Commission or the applicable regulatory authority in the gas utility's most recent statement of intent or other rate proceeding times the Corporate Alternative Minimum Tax deferred tax asset ("CAMT DTA") estimated at September 30 of the fiscal year or applicable quarter-end within a fiscal year prior to the annual change in the rates pursuant to this tariff, less the income tax credits received in accordance with IRC requirements applicable to the Tax Act 2022 grossed-up for income taxes to a revenue equivalent.

   (b) The estimated CAMT DTA and the related effects on the rider revenue requirements shall be trued up to the actual effects in the following year and the over/under recovery amortized over the twelve months that each year's recalculated tariff rates are in effect. The over/under recovery shall include a grossed-up rate of return as authorized in Company's most recent statement of intent or other rate proceeding.

   (c) The methodology for computing Company's CAMT is as follows:

      i. Confirm when Atmos Energy Corporation and its affiliates are subject to CAMT as an "applicable corporation" as defined the Tax Act 2022, then there will be MTX's CAMT DTA in the tariff.

      ii. Calculate the Mid-Tex Division's (MTX) contribution to Adjusted Financial Statement Income ("AFSI") on a stand-alone basis. MTX's AFSI is calculated by adjusting MTX's applicable financial statement income by adjustments to depreciation, pension costs and federal income tax to arrive at AFSI. AFSI is intended to be computed consistent with applicable IRC requirements.

      iii. Compare MTX's CAMT stand-alone amount with MTX's regular stand-alone tax liability. If the stand alone CAMT is in excess of the stand-alone regular tax, the CAMT DTA is recorded to MTX.

If the Internal Revenue Service issues new guidance related to the Tax Act 2022, Company shall have the right to make additional filings to recognize such adjustments.

Any Commission filing made to give effect to Federal or State Tax Law or Rate Changes shall be filed within 12-months following the enactment of a tax rate change with the Commission's Oversight and Safety Division or as part of a Statement of Intent.

Any city filing made to give effect to Federal or State Tax Law or Rate Changes shall be filed within 12-months following the enactment of a tax rate change and addressed to the city official at the address of record with the Mid-Tex Division.

With the exception of the authorization required from the Commission to allow the gas utility to recognize the new federal income tax rate (increase or decrease) or state taxes (increase or decrease) or the impacts associated with the effects of the Tax Act 2022 and certain other tax-related costs that will change from the amounts included in the base revenue requirement in the last approved RRM Tariff filing, no action on the part of the regulatory authority is required to give effect to the amount to be refunded or

RIDER:	**TAX – TAX ADJUSTMENT**	
APPLICABLE TO:	**Entire Division as Set Forth Below**	
EFFECTIVE DATE:	**Bills Rendered on or after 10/01/2025**	**PAGE:**

collected from customers. However, any amount refunded or collected from customers shall be fully subject to review for reasonableness and accuracy in the gas utility's next statement of intent proceeding, and if applicable, the gas utility shall be required to reconcile any discrepancies.

Regulatory orders issued pursuant to this mechanism are ratemaking orders and shall be subject to appeal under Sections 102.001(b) and 103.021, et seq., of the Texas Utilities Code (Vernon 2007). Rate changes subject to the provisions of this tariff may be implemented upon the filing of an appeal to the relevant authority.

RIDER:	WNA – WEATHER NORMALIZATION ADJUSTMENT	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF	
EFFECTIVE DATE:	Bills Rendered on or after 10/01/2025	

Provisions for Adjustment

The Commodity Charge per Ccf (100 cubic feet) for gas service set forth in any Rate Schedules utilized by the cities of the Mid-Tex Division service area for determining normalized winter period revenues shall be adjusted by an amount hereinafter described, which amount is referred to as the "Weather Normalization Adjustment." The Weather Normalization Adjustment shall apply to all temperature sensitive residential and commercial bills based on meters read during the revenue months of November through April. The five regional weather stations are Abilene, Austin, Dallas, Waco, and Wichita Falls.

Computation of Weather Normalization Adjustment

The Weather Normalization Adjustment Factor shall be computed to the nearest one-hundredth cent per Ccf by the following formula:

$$WNAF_i = R_i \quad \frac{(HSF_i \times (NDD-ADD))}{(BL_i + (HSF_i \times ADD))}$$

Where

i = any particular Rate Schedule or billing classification within any such particular Rate Schedule that contains more than one billing classification

$WNAF_i$ = Weather Normalization Adjustment Factor for the i^{th} rate schedule or classification expressed in cents per Ccf

R_i = Commodity Charge rate of temperature sensitive sales for the i^{th} schedule or classification.

HSF_i = heat sensitive factor for the i^{th} schedule or classification divided by the average bill count in that class

NDD = billing cycle normal heating degree days calculated as the simple ten-year average of actual heating degree days.

ADD = billing cycle actual heating degree days.

Bl_i = base load sales for the i^{th} schedule or classification divided by the average bill count in that class

The Weather Normalization Adjustment for the jth customer in ith rate schedule is computed as:

WNA_i = $WNAF_i \times q_{ij}$

Where q_{ij} is the relevant sales quantity for the jth customer in ith rate schedule.

RIDER:	**WNA – WEATHER NORMALIZATION ADJUSTMENT**	
APPLICABLE TO:	**ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF**	
EFFECTIVE DATE:	**Bills Rendered on or after 10/01/2025**	

Base Use/Heat Use Factors

	Residential		Commercial	
Weather Station	Base use Ccf	Heat use Ccf/HDD	Base use Ccf	Heat use Ccf/HDD
Abilene	9.61	0.1476	91.65	0.7406
Austin	8.19	0.1394	183.99	1.1581
Dallas	12.74	0.2017	193.53	1.1001
Waco	9.23	0.1277	148.26	0.7631
Wichita Falls	10.43	0.1387	122.94	0.7038

Weather Normalization Adjustment (WNA) Report

On or before June 1 of each year, the company posts on its website at www.atmosenergy.com/MTXtariffs, in Excel format, a *Weather Normalization Adjustment (WNA) Report* to show how the company calculated its WNAs factor during the preceding winter season. Additionally, on or before June 1 of each year, the company files one hard copy and an Excel version of the *WNA Report* with the Railroad Commission of Texas' Gas Services Division, addressed to the Director of that Division.

ATMOS ENERGY CORP., MID-TEX DIVISION
MID-TEX RATE REVIEW MECHANISM
PENSIONS AND RETIREE MEDICAL BENEFITS FOR CITIES APPROVAL
TEST YEAR ENDING DECEMBER 31, 2024

		Shared Services		Mid-Tex Direct			
Line No.	Description	Pension Account Plan	Post-Employment Benefit Plan	Pension Account Plan	Post-Employment Benefit Plan	Supplemental Executive Benefit Plan	Adjustment Total
	(a)	(b)	(c)	(d)	(e)	(f)	(g)
1	Proposed Benefits Benchmark - Fiscal Year 2025 Willis Towers Watson Report as adjusted	$ 572,372	$ (649,253)	$ 882,931	$ (3,920,499)	$ 65,943	
2	Allocation Factor	46.27%	46.27%	84.14%	84.14%	100.00%	
3	Proposed Benefits Benchmark Costs Allocated to Mid-Tex (Ln 1 x Ln 2)	$ 264,856	$ (300,432)	$ 742,888	$ (3,298,664)	$ 65,943	
4	O&M and Capital Allocation Factor	100.00%	100.00%	100.00%	100.00%	100.00%	
5	Proposed Benefits Benchmark Costs to Approve (Ln 3 x Ln 4)	$ 264,856	$ (300,432)	$ 742,888	$ (3,298,664)	$ 65,943	$ (2,525,408)
6							
7	O&M Expense Factor	76.41%	76.41%	39.54%	39.54%	10.97%	
8							
9	Summary of Costs to Approve:						
10	Total Pension Account Plan	$ 202,374		$ 293,727			$ 496,101
11	Total Post-Employment Benefit Plan		$ (229,557)		$ (1,304,242)		(1,533,799)
12	Total Supplemental Executive Benefit Plan					$ 7,231	7,231
13	Total (Ln 10 + Ln 11 + Ln 12)	$ 202,374	$ (229,557)	$ 293,727	$ (1,304,242)	$ 7,231	$ (1,030,467)

ATMOS ENERGY CORP., MID-TEX DIVISION
MID-TEX RATE REVIEW MECHANISM
AVERAGE BILL COMPARISON - BASE RATES
TEST YEAR ENDING DECEMBER 31, 2024

Line No.	Description	Average Volumes	Current Rates	Proposed Rates	Current Average Bill	Proposed Average Bill	Amount Change	Percent Change
	(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)
1	**Rate R @ 42.1 Ccf**							
2	Base Rates:							
3	Customer Charge		$ 22.95	$ 23.65	$ 22.95	$ 23.65	$ 0.70	
4	Consumption Charge (Ccf)	42.1	$ 0.58974	$ 0.74748	24.80	31.44	6.64	
5	Total Base Rates				$ 47.75	$ 55.09	$ 7.34	15.37%
6								
7	Gas Cost:							
8	Rider GCR Part A (Ccf)	42.1	$ 0.20875	$ 0.20875	$ 8.78	$ 8.78	$ -	
9	Rider GCR Part B (Ccf)	42.1	$ 0.53838	$ 0.53838	22.64	22.64	-	
10	Total Gas Cost				$ 31.42	$ 31.42	$ -	0.00%
11								
12	Total Base with Gas Cost				$ 79.17	$ 86.51	$ 7.34	
13	Rider FF & Rider TAX		0.06725	0.06725	5.32	5.82	0.49	9.27%
14								
15	**Total Residential Average Bill**				**$ 84.49**	**$ 92.33**	**$ 7.83**	**9.27%**
16								
17	**Rate C @ 367.6 Ccf**							
18	Base Rates:							
19	Customer Charge		$ 81.75	$ 94.00	$ 81.75	$ 94.00	$ 12.25	
20	Consumption Charge (Ccf)	367.6	$ 0.19033	$ 0.22261	69.97	81.83	11.86	
21	Total Base Rates				$ 151.72	$ 175.83	$ 24.11	15.89%
22								
23	Gas Cost:							
24	Rider GCR Part A	367.6	$ 0.20875	$ 0.20875	$ 76.74	$ 76.74	$ -	
25	Rider GCR Part B	367.6	$ 0.37860	$ 0.37860	139.18	139.18	-	
26	Total Gas Cost				$ 215.92	$ 215.92	$ -	0.00%
27								
28	Total Base with Gas Cost				$ 367.64	$ 391.75	$ 24.11	
29	Rider FF & Rider TAX		0.06725	0.06725	24.72	26.35	1.62	6.56%
30								
31	**Total Commercial Average Bill**				**$ 392.36**	**$ 418.10**	**$ 25.73**	**6.56%**
32								

ATMOS ENERGY CORP., MID-TEX DIVISION
MID-TEX RATE REVIEW MECHANISM
AVERAGE BILL COMPARISON - BASE RATES
TEST YEAR ENDING DECEMBER 31, 2024

Line No.	Description	Average Volumes	Current Rates	Proposed Rates	Current Average Bill	Proposed Average Bill	Amount Change	Percent Change
	(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)
33	**Rate I at 1277 MMBTU**							
34	Base Rates:							
35	Customer Charge		$1,587.75	$ 1,848.75	$ 1,587.75	$ 1,848.75	$ 261.00	
36	Block 1 - Consumption Charge (MMBtu)	1,277	$ 0.6553	$ 0.7678	836.99	980.69	143.69	
37	Block 2 - Consumption Charge (MMBtu)	-	$ 0.4799	$ 0.5623	-	-	-	
38	Block 3 - Consumption Charge (MMBtu)	-	$ 0.1029	$ 0.1206	-	-	-	
39	Total Base Rates	1,277			$ 2,424.74	$ 2,829.44	$ 404.69	16.69%
40								
41	Gas Cost:							
42	Rider GCR Part A (MMBtu)	1,277	$ 2.07711	$ 2.07711	$ 2,653.03	$ 2,653.03	$ -	
43	Rider GCR Part B (MMBtu)	1,277	$ 0.88986	$ 0.88986	1,136.59	1,136.59	-	
44	Total Gas Cost				$ 3,789.63	$ 3,789.63	$ -	0.00%
45								
46	Total Base with Gas Cost				$ 6,214.37	$ 6,619.07	$ 404.69	
47	Rider FF and Rider TAX		0.06725	0.06725	417.92	445.14	27.22	6.51%
48								
49	**Total Industrial Average Bill**				**$ 6,632.29**	**$ 7,064.20**	**$ 431.91**	**6.51%**
50								
51	**Rate T at 4534 MMBTU**							
52	Base Rates:							
53	Customer Charge		$1,587.75	$ 1,848.75	$ 1,587.75	$ 1,848.75	$ 261.00	
54	Block 1 - Consumption Charge (MMBtu)	1,500	$ 0.6553	$ 0.7678	982.95	1,151.70	168.75	
55	Block 2 - Consumption Charge (MMBtu)	3,034	$ 0.4799	$ 0.5623	1,456.19	1,706.22	250.03	
56	Block 3 - Consumption Charge (MMBtu)	-	$ 0.1029	$ 0.1206	-	-	-	
57	Total Base Rates	4,534			$ 4,026.89	$ 4,706.67	$ 679.78	16.88%
58								
59	Gas Cost:							
60	Rider GCR Part B (MMBtu)	4,534	$ 0.88986	$ 0.88986	$ 4,034.96	$ 4,034.96	$ -	
61	Total Gas Cost				$ 4,034.96	$ 4,034.96	$ -	0.00%
62								
63	Total Base with Gas Cost				$ 8,061.85	$ 8,741.63	$ 679.78	
64	Rider FF and Rider TAX		0.06725	0.06725	542.17	587.88	45.72	8.43%
65								
66	**Total Transportation Average Bill**				**$ 8,604.01**	**$ 9,329.51**	**$ 725.50**	**8.43%**

City Council Meeting Management Report

Meeting Date: August 18, 2025
Contact: Bobbie Jo Taylor, City Secretary, Assistant to the City Manager

AGENDA ITEM: City of Alvarado - Ordinance 2025-0017; an Ordinance of the City of Alvarado, Texas amending its fee schedule related to garbage collection fees.

BACKGROUND AND FINDINGS: The City entered a new Municipal Materials Management Agreement (Garbage Contract) with Allied Waste Systems, Inc. effective July 1, 2025. As the council is aware, garbage rates did change upon acceptance of the negotiated agreement. Ordinance 2025-0017 is required to update the City of Alvardo's existing Fee Schedule to reflect the correct garbage rates.

FINANCIAL IMPACT

N/A

MANAGEMENT REVIEW:

Paul DeBuff, City Manager

ATTACHMENTS:

Draft – Ordinance 2025-0017

ORDINANCE NO. 2025-0017

AN ORDINANCE OF THE CITY OF ALVARADO, TEXAS, AMENDING ITS FEE SCHEDULE RELATED TO GARBAGE COLLECTION FEES; PROVIDING THAT THIS ORDINANCE IS CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Alvarado, Texas (the "City"), is a home-rule municipality located in Johnson County, created in accordance with the provisions of Chapter 9 of the Local Government Code and operating pursuant to the provisions of, and subject only to the limitations imposed by the State Constitutions, State Laws and the City Charter; and

WHEREAS, the City desires to amend its Fee Schedule, which is kept on file with the City Secretary, to amend its garbage collection fees; and

WHEREAS, the City Council has determined that it is in the best interest of the health, safety, and welfare of the citizens of Alvarado to amend its Fee Schedule as set forth herein.

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

SECTION 1.

Section 2.00, "Garbage Collection Charges," of the Fee Schedule is amended to read as follows:

"2.00 Garbage Collection Charges

The monthly rate for City garbage, trash, and refuse collection services shall be as follows:

(1) Residential Curbside Rates:

Residential Trash Collection (1 cart, once per week)	$ 11.55
Monthly On-Call Bulk Collection (up to 3 cubic yards)	included
*Residential Recycle Collection (1 cart, every other week)	$ 4.46
Quarterly Landfill Access (1st Saturday of January, April, July, October)	included
Total	**$ 16.01**

Additional polycart (maximum 3 each of garbage and recycle per home) $ 8.99

* Senior citizens have the privilege to opt-out of residential recycle collection and the fee associated with this service. Application for qualification to opt-out of service must be made at Alvarado City Hall. Resident must be at least 65 years old, the homeowner and must reside at the address.

*Additional assistance is available for collection to those that are mobility impaired.

Optional Service – Off-schedule bulk collection is available for fee. Residents must make arrangements directly with Republic Services, and service will be quoted and pre-paid prior to collection. Minimum fee for this service is $50.00 per collection for two (2) cubic yards of waste. Republic will not collect items that are too heavy to be safely loaded into collection vehicle, items that may damage collection vehicle, or items that are not accepted at the landfill.

(2) Commercial Curbside Rates (includes industrial, institutional, multi-family, and church customers):

Commercial Curbside Trash (2 carts, once per week)		$ 44.06
Commercial Recycle Collection (1 cart, every other week)		$ 5.00
Commercial Recycle Processing		$ 1.00
	Total	**$ 50.06**

Additional polycart/per month $ 11.24

(3) Commercial Front Load Service:

(a) Rates:

Container Size	1X week	2X week	3X week	4X week	5X week	Extra Lift
2 yard	$100.25	$158.72	$271.19	$275.69	$331.33	$47.99
3 yard	$130.60	$228.51	$328.84	$378.69	$465.01	$49.41
4 yard	$165.75	$283.75	$406.81	$456.71	$559.69	$61.75
6 yard	$205.92	$364.11	$519.78	$610.66	$746.25	$98.74
8 yard	$273.69	$457.04	$640.33	$770.24	$941.15	$121.04
Temporary Front Load Service Includes one-time Delivery, Removal, and Disposal Costs. No construction material allowed.						
6 yards: $180.00 per service				8 yards: $200.00 per service		

(b) Casters $ 10.58 per month
(c) Locking Container $ 2.10 per service
(d) Extra Yardage $ 37.45 per yard
(e) Removal/Delivery $ 37.45
(f) Damaged/Burned Can $200.00

(4) Industrial Roll Containers:

(a) Rates:

Size	Type	Delivery/ Relocate	Monthly Rental	Daily Rental	Haul Rate Inc 4 tons	Deposit/Container
20 yard	Open Top	$130.49	$157.28	$5.36	$524.21	$681.49
30 yard	Open Top	$130.49	$157.28	$5.36	$636.54	$681.49
40 yard	Open Top	$130.49	$157.28	$5.36	$748.88	$681.49
30 yard	Compactor	Negotiable	Negotiated		$769.84	Negotiated
35 yard	Compactor	Negotiable			$868.69	
40 yard	Compactor	Negotiable			$957.88	
42 yard	Compactor	Negotiable			$957.88	

(b) Dry Run Fee $130.49
(c) Removal Fee $130.49
(d) Relocate $130.49
(e) Washout $230.67 (must be scheduled with a haul)"

SECTION 2.

This Ordinance shall be cumulative of all provisions and ordinances of the Code of Ordinances, City of Alvarado, Texas, as amended, except where the provisions of this Ordinance are in direct conflict with the provisions of such ordinances and such code, in which event the conflicting provisions of such ordinances and such Code are hereby repealed.

SECTION 3.

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

SECTION 4.

This Ordinance shall be in full force and effect from and after its passage.

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APPROVED THIS 18th DAY OF AUGUST, 2025 BY THE CITY COUNCIL OF THE CITY OF ALVARADO, TEXAS.

____
Jacob White, Mayor

____
Bobbie Jo, Taylor, City Secretary

City Council Meeting Management Report
Meeting Date: August 18, 2025
Contact: Laura Cox, CFO

AGENDA ITEM:
Approval a letter of engagement with Waters, Vollmering, Beavers and Adams, L.L.P. to perform the annual audit for fiscal year 2025, and authorizing the Mayor and/or City Manager to execute any documents in connection therewith.

BACKGROUND & FINDINGS:
An engagement letter will be executed with the firm for the audit.

FINANCIAL IMPACT:
Funds for this expenditure will be proposed in the fiscal year 2026 budget.

MANAGEMENT REVIEW:
Paul DeBuff, City Manager

ATTACHMENTS:
1. Letter of engagement with Waters, Vollmering & Associates, L.L.P.

WATERS, VOLLMERING
BEAVERS & ADAMS, LLP

August 14, 2025

Honorable Mayor and City Council
City of Alvarado, Texas
104 W. College
Alvarado, TX 76009

We are pleased to confirm our understanding of the services we are to provide the City of Alvarado, Texas for the year ended September 30, 2025.

Audit Scope and Objectives

We will audit the financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information, and the disclosures, which collectively comprise the basic financial statements of the City of Alvarado, Texas as of and for the year ended September 30, 2025. Accounting standards generally accepted in the United States of America (GAAP) provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the City of Alvarado's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the City of Alvarado's RSI in accordance with auditing standards generally accepted in the United States of America (GAAS). These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient appropriate evidence to express an opinion or provide any assurance. The following RSI is required GAAP and will be subjected to certain limited procedures, but will not be audited:

1) Management's Discussion and Analysis
2) Schedule of Revenues, Expenditures, and Changes in Fund Balances – Budget to Actual – General Fund
3) Schedule of Changes in Net Pension Liability and Related Ratios

4) Schedule of Contributions
5) Notes to Required Supplementary Information

We have also been engaged to report on supplementary information other than RSI that accompanies the City of Alvarado's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with GAAS, and we will provide an opinion on it in relation to the financial statements as a whole in a report combined with our auditor's report on the financial statements:

1) Combining Balance Sheet – Other Governmental Funds
2) Combining Statement of Revenues, Expenditures and Changes in Fund Balance - Other Governmental Funds

The objectives of our audit are to obtain reasonable assurance as to whether the financial statements as a whole are free from material misstatements, whether due to fraud or error; issue an auditor's report that includes our opinion about whether your financial statements are fairly presented, in all material respects, in conformity with GAAP and report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Reasonable assurance is a high level of assurance but is not absolute assurance therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements.

The objectives also include reporting on internal control over financial reporting and compliance with provisions of law, regulations, contracts and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards.*

Auditor's Responsibilities for the Audit of the Financial Statements

We will conduct our audit in accordance with GAAS and the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and will include tests of your accounting records and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with GAAS and *Government Auditing Standards*, we exercise professional judgment and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not expect auditors to perform specific procedures to detect was or abuse in financial audits nor do they expect auditors to provided reasonable assurance of detecting waste or abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk exists that some material misstatements may not be detected by us, even though the audit is properly planned and performed in accordance with GAAS and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors, fraudulent financial reporting, or misappropriation of assets that comes to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. Our responsibility as auditors is limited to the period covered by our audit and does not extend to later periods for which we are not engaged as auditors.

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the government's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected customers, creditors, and financial institutions. We will also request written representations from your attorneys as part of the engagement and they may bill you for responding to this inquiry.

We may, from time to time and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

Our audit of the financial statements does not relieve you of your responsibilities.

Audit Procedures – Internal Controls

We will obtain an understanding of the government and its environment, including the system of internal control, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors or fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional, omissions, misrepresentation, or the override of internal control. An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards and *Government Auditing Standards*.

We have identified the following significant risk(s) of material misstatement as part of our audit planning:

According to GAAS, significant risks include management override of controls, and GAAS presumes that revenue recognition is a significant risk. Accordingly, we have considered these as significant risks.

Audit Procedures – Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the City of Alvarado's compliance with the provisions of applicable laws, regulations, contracts, agreements, and grants. However, the objective of our audit will not be to provide an opinion on overall compliance, and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

Responsibilities of Management for the Financial Statements

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met; following laws and regulations; and ensuring that management and financial information is reliable and properly reported. Management is also responsible implementing systems designed to achieve compliance with applicable laws, regulations, contracts and grant agreements. You are also responsible for the selection and application of accounting principles, for the preparation and fair presentation of the financial statements and all accompanying information in conformity with accounting principles generally accepted in the United States of America, and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is responsible for making drafts of financial statements, all financial records and related information available to us; for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers); and for the evaluation of whether there are any conditions or events, considered in the aggregate, that raise doubt about the government's ability to continue as a going concern for the 12 months after the financial statements date or shortly thereafter (for example, within an additional three months if currently known). You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence. At the end of the conclusion of the our audit, we will require certain written representations from you about your responsibilities for the financial statements; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by GAAS and *Government Auditing Standards.*

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the written representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements of each opinion unit taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants and for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, or contracts or grant agreements that we report.

You are responsible for the preparation of the supplementary information, which we have been engaged to report on, in conformity with accounting principles generally accepted in the United States of America (GAAP). You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon OR make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits or other studies related to the objectives discussed in the Audit Scope and Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

Other Services

We will also assist in preparing the financial statements and related notes, required supplementary information and other supplementary information of the City of Alvarado in conformity with accounting principles generally accepted in the United States of America based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statement services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

You agree to assume all management responsibilities for the financial statement preparation services and related notes and any other nonaudit services we provide; oversee the services by designating an individual, preferably from senior management with suitable skill, knowledge, or experience; evaluate the adequacy and results of the services; and accept responsibility for them. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements and related notes, required supplementary information and other supplementary information and that you have reviewed and approved the financial statements and related notes, required supplementary information and other supplementary information prior to their issuance and have accepted responsibility for them.

Engagement Administration, Fees and Other

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

We will provide copies of our reports to the City of Alvarado; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Waters, Vollmering & Associates, L.L.P. and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to GAO or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Waters, Vollmering & Associates, L.L.P. personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by GAO. If we are aware that a federal awarding agency or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Gil Vollmering is the engagement partner and is responsible for supervising the engagement and signing the report of authorizing another individual to sign it. We expect to begin our audit in October 2025.

Our base fee for these services will be at our standard hourly rates plus out of pocket costs (such as report reproduction, word processing, postage, travel, copies, telephone, etc.)

except that we agree that our gross fee, including expenses will not exceed $47,000 As we have discussed an additional charge of $1,500 – $2,000 will be added per new fund to cover the cost of additional work that we expect will be performed. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. You may engage us to assist your staff in preparing accounting entries outside the scope of the audit. These accounting services performed outside of the audit will be billed at our standard hourly rates and will be billed separately. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. Your cooperation is measured by your timely response to our requests and communication. Timely response is 10 days from the date of request or communication. Lack of cooperation by the entity personnel could render our fee estimate void and convert this understanding to our standard rates of the actual hours committed to performing the engagement. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

Notwithstanding anything to the contrary herein, the City may terminate our employment at any time by notifying us in writing. Upon termination of our representation, you will be obligated to pay us for all services rendered and expenses incurred as of the date of receipt of the letter of termination.

Reporting

We will issue a written report upon completion of our audit of The City of Alvarado, Texas' financial statements. Our report will be addressed to those charged with governance of The City of Alvarado, Texas. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add a separate section, or add an emphasis-of-matter or other-matter paragraph to our auditor's report, or if necessary, withdraw from this engagement. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or withdraw from this engagement. Timely notice will be provided to the City as soon as practicable if we anticipate withdrawal from the engagement.

We will also provide a report (that does not include an opinion) on internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements as required by *Government Auditing Standards*. The report on internal control and on compliance and other matters will state (1) that the purpose of the report is solely to describe the scope of testing of internal control and compliance, and the results of that testing, and not provide an opinion on the effectiveness of the entity's internal control on compliance, and (2) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The report will also state that the report is not suitable for any other purpose. If during our audit we become aware that The City of Alvarado, Texas is subject to an audit requirement that is not encompassed in the terms of this engagement, we will communicate to management and those charged with governance that an audit in accordance with U.S. generally accepted auditing standards and the standards for financial audits contained in *Government Auditing Standards* may not satisfy the relevant legal, regulatory, or contractual requirements.

We appreciate the opportunity to be of service to the City of Alvarado and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy, and return it to us.

Very truly yours,

Waters, Vollmering, Beavers & Adams, LLP

Waters, Vollmering, Beavers & Adams, LLP

This letter correctly sets forth the understanding of the City of Alvarado, Texas.

Management signature::______________________

Title:______________________

Date:______________________

Governance signature:______________________

Title:______________________

Date:______________________

City Council Meeting Management Report

Meeting Date: August 18, 2025

Contact: Justin French, Community Development Director

AGENDA ITEM:

City of Alvarado - Ordinance 2025-0014: An Ordinance of the City of Alvarado, Texas, a Fair Housing Ordinance prohibiting discrimination in housing in the City, and designating the month of April a Fair Housing Month, to reflect civil rights requirements by the General Land Office of the State of Texas.

BACKGROUND & FINDINGS:

On October 16, 2023, the City Council authorized the City Manager to enter into an agreement with the General Land Office of the State of Texas (GLO) for the awarding of a Resilient Communities Program grant not to exceed $300,000, payable as reimbursements of allowable expenses, under the U.S. Department of Housing and Urban Development's Community Development Block Grant-Mitigation (CDBG-MIT).

The Resilient Communities Program funds CDBG-MIT activities that work to increase a community's resilience to disasters and reduce or eliminate the impact of future disasters. These funds will result in the development and formal adoption of a Comprehensive Plan update, Downtown Master Plan, Zoning Ordinance rewrite, and more as funding is available.

On June 2, 2026, the City of Alvarado and the City's grant administrator, LJA, where notified by the GLO that among the items needed to be submitted to be reimbursed eligible expenses for this grant project is the adoption of a Fair Housing Ordinance. This requirement was not in the Resilient Communities Program grant guide and not previously requested by the GLO. The GLO team assigned to this grant stated they were not initially aware of this requirement.

FINANCIAL IMPACT:

None.

RECOMMENDATION:

Approve Ordinance No. 25-0014 known as the Fair Housing Ordinance for the City of Alvarado.

MANAGEMENT REVIEW:

Paul DeBuff, City Manager

ATTACHMENTS:

Fair Housing Ordinance No. 25-0014

ORDINANCE NO. 2025-0014

AN ORDINANCE OF THE CITY OF ALVARADO, TEXAS, PROHIBITING DISCRIMINATION IN HOUSING; PROVIDING FOR COMPLAINT PROCEDURES; PROVIDING THAT THIS ORDINANCE IS CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY FOR VIOLATIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING A PUBLICATION CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Alvarado, Texas (the "City"), is a home rule municipality located in Johnson County, created in accordance with the provisions of Chapter 9 of the Local Government Code and operating pursuant to the enabling legislation of the State of Texas; and

WHEREAS, the City finds it in the public interest to ensure that all individuals have equal access to housing opportunities; and

WHEREAS, the federal Fair Housing Act prohibits discrimination in housing on the basis of race, color, religion, sex, disability, familial status, or national origin; and

WHEREAS, the City formally prohibits discrimination in housing on the basis of race, color, religion, sex, disability, familial status, or national origin; and

WHEREAS, April marks the anniversary of the enactment of the Fair Housing Act of 1968; and

WHEREAS, the City supports equal housing opportunities for all residents; and

WHEREAS, the City desires to designate April as Fair Housing Month.

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

SECTION 1.

It is the policy of the City of Alvarado to promote fair housing practices throughout the City and to ensure that all persons, regardless of race, color, religion, sex, national origin, disability, or familial status, have the same rights to reside in, purchase, lease, sell, or finance housing in the City.

SECTION 2.

No person shall:

a) Refuse to sell or rent housing to any person because of race, color, religion, sex, disability, familial status, or national origin.

b) Discriminate in terms, conditions, or privileges of sale or rental.

c) Falsely represent the availability of housing.

d) Engage in intimidation or interference related to a person's housing rights.

SECTION 3.

Any person who believes they have been a victim of housing discrimination may file a complaint with:

- The City Manager's Office or designee, and/or
- The U.S. Department of Housing and Urban Development (HUD).

Complaints to the City must be filed within one hundred and eighty (180) days of the alleged act of discrimination. The City will acknowledge receipt within ten (10) days and conduct a review within thirty (30) days.

SECTION 4.

This Ordinance shall be cumulative of all provisions of ordinances and of the Alvarado Code, as amended, except where the provisions of this Ordinance are in direct conflict with the provisions of such ordinances and such Code, in which event the conflicting provisions of such ordinances and such Code are hereby repealed.

SECTION 5.

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

SECTION 6.

All rights or remedies of the City of Alvarado, Texas are expressly saved as to any and all violations of any ordinance affecting fair housing standards that have accrued at the time of the effective date of this Ordinance; and, as to such accrued violations and all pending litigation, both civil and criminal, whether pending in court or not, same shall not be affected by this Ordinance but may be prosecuted until final disposition by the courts.

SECTION 7.

Any person, firm, or corporation who violates any provision of this Ordinance as adopted by the City Council of the City of Alvarado shall be deemed guilty of a misdemeanor and, upon conviction thereof, shall be punished by a fine as provided in Section 9-67 of the Code of Ordinances, City of Alvarado, Texas. Each day any such violation or violations exist shall constitute a separate offense and shall be punishable as such.

SECTION 8.

The City Secretary is hereby directed to publish the caption and penalty clause of this Ordinance as required by law.

SECTION 9.

Violations of this Ordinance may be referred to HUD or appropriate legal authorities. The City will support all state and federal investigations regarding fair housing.

SECTION 10.

The City hereby designates the month of April as Fair Housing Month.

SECTION 11.

The City authorizes the City Manager to enforce this Ordinance prohibiting discriminatory practices in housing on the City's behalf.

SECTION 12.

This Ordinance shall take effect upon its passage and publication as required by law, and it is so Ordained.

PASSED AND APPROVED on this the 18th day of August, 2025.

____
Jacob Wheat, Mayor

ATTEST:

____
Bobbie Jo Taylor, City Secretary

City Council Meeting Management Report

Meeting Date: August 18, 2025

Contact: Justin French, Community Development Director

AGENDA ITEM:

City of Alvarado - Resolution R2025-0033: A Resolution of the City of Alvarado, Texas, a Resolution adopting a Civil Rights and Citizen Participation Policy for the City, including a citizen participation plan and compliant and grievance procedures; providing for the appointment of a Civil Rights Officer; implementing and ratifying a nondiscrimination/EEO policy; including a self-evaluation review form and grievance procedures under Section 504 of the Rehabilitation Act of 1973; and including requirements for civil rights public notices. (French)

BACKGROUND & FINDINGS:

On October 16, 2023, the City Council authorized the City Manager to enter into an agreement with the General Land Office of the State of Texas (GLO) for the awarding of a Resilient Communities Program grant not to exceed $300,000, payable as reimbursements of allowable expenses, under the U.S. Department of Housing and Urban Development's Community Development Block Grant-Mitigation (CDBG-MIT).

The Resilient Communities Program funds CDBG-MIT activities that work to increase a community's resilience to disasters and reduce or eliminate the impact of future disasters. These funds will result in the development and formal adoption of a Comprehensive Plan update, Downtown Master Plan, Zoning Ordinance rewrite, and more as funding is available.

On June 2, 2026, the City of Alvarado and the City's grant administrator, LJA, where notified by the GLO that among the items needed to be submitted to be reimbursed eligible expenses for this grant project are civil rights policy and a citizen participation plan. This requirement was not in the Resilient Communities Program grant guide and not previously requested by the GLO. The GLO team assigned to this grant stated they were not initially aware of this requirement.

FINANCIAL IMPACT:

None.

RECOMMENDATION:

Approve resolution adopting the Civil Rights and Citizen Participation Plan Policy of the City of Alvarado.

MANAGEMENT REVIEW:

Paul DeBuff, City Manager

ATTACHMENTS:

Civil Rights & Citizen Action Plan Policy Resolution No. R2025-0033

RESOLUTION NO. 2025-0033

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ALVARADO, TEXAS, ADOPTING CIVIL RIGHTS AND CITIZEN PARTICIPATION PLAN POLICY; PROVIDING THAT THE CITY MANAGER WILL BE RESPONSIBLE FOR IMPLEMENTING AND MONITORING COMPLIANCE OF THE PLAN; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the City recognizes its responsibilities under federal and state civil rights laws, including Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act, and the Americans with Disabilities Act; and

WHEREAS, to the extent the City has previously recognized its responsibilities under federal and state civil rights laws, including Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act, and the Americans with Disabilities Act, in its personnel policies, the City hereby ratifies all previous recognitions pursuant to this Resolution; and

WHEREAS, the City is adopting its own Civil Rights and Citizen Participation Plan Policy to ensure open and inclusive civic engagement; and

WHEREAS, the Civil Rights and Citizen Participation Plan Policy does not discriminate on the basis of race, color, national origin, sex, age, religion, disability, or familial status in its programs or activities in compliance with the requirements of the Equal Employment Opportunity Act of 1972; and

WHEREAS, to ensure compliance with the Americans with Disabilities Act (ADA), the City will provide reasonable accommodations for any known physical or mental impairments of an otherwise qualified individual with a disability if such reasonable accommodations will enable the individual to perform the essential functions of the position at issue; and

WHEREAS, the City will prepare a self-evaluation form to ensure any municipal entity receiving federal funds will maintain a policy of nondiscrimination in compliance with Section 504 of the Rehabilitation Act of 1973; and

WHEREAS, in the event any municipal entity shall violate Section 504 of the Rehabilitation Act of 1973, the City shall maintain grievance procedures for the aggrieved individual to pursue; and

WHEREAS, the Civil Rights and Citizen Participation Plan Policy will ensure equal access to employment, housing, public services, and participation in public programs for all individuals.

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

SECTION 1.

The City does not discriminate on the basis of race, color, national origin, sex, age, religion, disability, or familial status in its programs or activities.

SECTION 2.

The City will ensure equal access to employment, housing, public services, and participation in public programs for all individuals.

SECTION 3.

To ensure open and inclusive civic engagement, the City adopts the following Civil Rights and Citizen Participation Plan:

a) **Public Notice.**
All public meetings will be advertised in advance via City website, local postings, and/or newspapers. Notices will be made in English and Spanish where applicable.

b) **Public Hearings.**
At least one public hearing will be held before any major community development or housing-related action. A second hearing will be held after the action is completed to allow feedback.

c) **Access & Inclusion.**
Meetings will be held in accessible locations and accommodations for persons with disabilities or Limited English Proficiency will be provided upon request.

d) **Participation Encouragement.**
Special efforts will be made to engage low- and moderate-income residents, people with disabilities, and underrepresented groups through outreach, surveys, and targeted invitations.

e) **Section 504 Self-Evaluation.**
An appointed Section 504 Coordinator shall evaluate current policies and practices for accessibility to persons with disabilities using the Section 504 Self-Evaluation Form.

f) **Section 504 Grievance/Complaint Procedure.**
Residents may submit written complaints to the attention of the City Manager's Office at 104 W. College Avenue, Alvarado, Texas, within thirty (30) days of alleged discrimination. A civil rights officer will investigate and provide written

response within fifteen (15) business days of receipt. Appeals may be filed with the City Manager.

SECTION 4.

The City Manager, or their designee, shall be responsible for implementing and monitoring compliance with this Civil Rights and Citizen Participation Plan Policy/Resolution.

SECTION 5.

The City Manager shall be responsible for appointing a Civil Rights Officer on the City's behalf, as appropriate to comply with the City's expectations.

SECTION 6.

This Resolution shall be effective immediately from and after its adoption.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of Alvarado on this the 18th day of August, 2025.

____
Jacob Wheat, Mayor

ATTEST:

____
Bobbie Jo Taylor, City Secretary

City Council Meeting Management Report
Meeting Date: August 18, 2025
Contact: Justin French, Community Development Director

AGENDA ITEM:
City of Alvarado - Resolution R2025-0034; a Resolution adopting an amendment to Section 431.7 of Alvarado Police Department Policy 431, "First Amendment Assemblies," to reflect the General Land Office of the State of Texas requirement that law enforcement not obstruct the public from entering or exiting a facility housing a non-violent civil rights demonstration.

BACKGROUND & FINDINGS:
On October 16, 2023, the City Council authorized the City Manager to enter into an agreement with the General Land Office of the State of Texas (GLO) for the awarding of a Resilient Communities Program grant not to exceed $300,000, payable as reimbursements of allowable expenses, under the U.S. Department of Housing and Urban Development's Community Development Block Grant-Mitigation (CDBG-MIT).

The Resilient Communities Program funds CDBG-MIT activities that work to increase a community's resilience to disasters and reduce or eliminate the impact of future disasters. These funds will result in the development and formal adoption of a Comprehensive Plan update, Downtown Master Plan, Zoning Ordinance rewrite, and more as funding is available.

On June 2, 2026, the City of Alvarado and the City's grant administrator, LJA, where notified by the GLO that among the items needed to be submitted to be reimbursed eligible expenses for this grant project is an amendment to the City's current Use of Force Policy. This requirement was not in the Resilient Communities Program grant guide and not previously requested by the GLO. The GLO team assigned to this grant stated they were not initially aware of this requirement.

FINANCIAL IMPACT:
None.

RECOMMENDATION:
Approve resolution amending the Use of Force Policy of the City of Alvarado Police Department.

MANAGEMENT REVIEW:
Paul DeBuff, City Manager

ATTACHMENTS:
Excessive Force Policy Resolution R2025-0034

RESOLUTION NO. 2025-0034

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ALVARADO, TEXAS, AMENDING SECTION 431.7 OF ALVARADO POLICE DEPARTMENT POLICY 431, "FIRST AMENDMENT ASSEMBLIES"; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the City wishes to amend Section 431.7 of Alvarado Police Department Policy 431, "First Amendment Assemblies."

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

SECTION 1.

Section 431.7 of Alvarado Police Department Policy 431 "First Amendment Assemblies" is hereby amended to read as follows:

"431.7 USE OF FORCE

Use of force is governed by current department policy and applicable law (see the Use of Force, Handcuffing and Restraints, Control Devices, and Conducted Energy Device policies).

Individuals refusing to comply with lawful orders (e.g., nonviolent refusal to disperse) should be given a clear verbal warning and a reasonable response opportunity to comply. If an individual refuses to comply with lawful orders, the Incident Commander shall evaluate the type of resistance and adopt a reasonable response in order to accomplish the law enforcement mission (such as dispersal or arrest of those acting in violation of the law). Control devices and conducted energy devices should be considered only when the participants' conduct reasonably appears to present the potential to harm officers, themselves, or others, or will result in substantial property loss or damage (see the Control Devices and Conducted Energy Device policies).

Force or control devices, including oleoresin capsicum (OC), should be directed toward individuals and not toward groups or crowds, unless specific individuals cannot reasonably be targeted due to extreme circumstances, such as a riotous crowd.

Any use of force by a member of this department shall be documented promptly, completely, and accurately in an appropriate report. The type of report required may depend on the nature of the incident.

Pursuant to Article 1, Section 27 of the Texas Constitution, all citizens shall have the right, in a peaceable manner, to assemble together for their common good. The City interprets this provision of the Texas Constitution to bar law enforcement from physically barring entrance to, or exit from, any facility or location that is the site of a non-violent civil rights demonstration."

SECTION 2.

This Resolution shall be effective immediately from and after its adoption.

PASSED, APPROVED, AND ADOPTED on this the 18th day of August, 2025.

____
Jacob Wheat, Mayor

ATTEST:

____
Bobbie Jo Taylor, City Secretary

City Council Meeting Management Report

Meeting Date: August 18, 2025
Contact: Teddy May, Chief of Police

AGENDA ITEM: Approval of the yearly Interlocal Cooperation Agreement for Dispatching Service between the City of Alvarado and Johnson County. (Alvarado Police Dispatching Services) (May)

BACKGROUND AND FINDINGS: Yearly, the City of Alvarado and other Johnson County cities such as Godley, Venus, Joshua, and others enter an Interlocal Cooperation Agreement for Dispatching Services with Johnson County. This agreement is for the upcoming 2025-2026 budget year and was approved by the Commissioners Court on August 7th, 2025.

FINANCIAL IMPACT

$123,747.34 – Included with upcoming budget

MANAGEMENT REVIEW:

Paul DeBuff, City Manager

ATTACHMENTS:

Interlocal Agreement

STATE OF TEXAS §
§
COUNTY OF JOHNSON §

INTERLOCAL COOPERATION AGREEMENT FOR DISPATCHING SERVICES FOR BUDGET YEAR 2025-2026

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

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

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

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

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

ARTICLE I – SCOPE OF SERVICES

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

3. *Radio Log* – Record of Radio Communication between base station and mobile units as required by federal Communications Commission.
4. *Radio License* – A license or permit issued by the Federal Communications commission for the operation of a two-way radio capable of both receiving and transmitting.
5. *Wrecker Call List* – A master list in alphabetical order of all wrecker companies which are authorized to be included on such list under the ordinances of JOHNSON COUNTY or JOHNSON COUNTY SHERIFF'S OFFICE.

B. Services to be performed by JOHNSON COUNTY SHERIFF'S OFFICE:

1. JOHNSON COUNTY SHERIFF'S OFFICE will provide Police/EMS Dispatching Services to include answering of telephone complaints received over Entity's Police Department/EMS Department Number.
2. JOHNSON COUNTY SHERIFF'S OFFICE will record all complaints on Telephone Complaints Record and maintain same in normal system commingled with JOHNSON COUNTY SHERIFF'S OFFICE Telephone complaints.
3. JOHNSON COUNTY SHERIFF'S OFFICE will upon receipt of a telephone complaint notify, <u>according to the information and belief of the JOHNSON COUNTY SHERIFF'S OFFICE</u>, the proper Police Department Unit of Entity of complaint citing such information as may be required, if known, using one of the radio talk groups specified below in Article 1 C 2.
4. JOHNSON COUNTY SHERIFF'S OFFICE will receive and record radio transmissions from Entity's Police Department units using one of such talk groups as may be required in the conduct of normal operation, i.e.: logging units in and out of service, transmitting complaints and other messages relative to law enforcement activities, but not necessarily other Police Department business or personal calls.
5. JOHNSON COUNTY SHERIFF'S OFFICE will provide and make available its teletype service to the Entity's Police Department units as may be required; provided however, JOHNSON COUNTY SHERIFF'S OFFICE will use the Entity's Police Department Number CDC or TX numbers on all messages for Entity's Police Department.
6. JOHNSON COUNTY SHERIFF'S OFFICE will maintain wrecker call lists and shall dispatch wreckers thereon at the request of Entity's Police Department units. The Entity's Police Departments shall not be responsible or have any liability for the designation of wrecker units dispatched to the scene of any accident nor be held liable for the response or lack thereof of any ambulance and/or wrecker dispatched to such scene.
7. JOHNSON COUNTY SHERIFF'S OFFICE will make available to the Entity's Police Department all records pertaining to dispatching and communications during reasonable hours and at reasonable times. Records shall be maintained at the JOHNSON COUNTY SHERIFF'S OFFICE and copies made for Entity if necessary.

C. Scope of Service:

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

ARTICLE II – PAYMENTS

A. Amount of Payment by Entity. Entity shall pay to County the dispatch fees for dispatch services as set forth on Exhibit "A," which is attached hereto and made a part of this Agreement as though set forth verbatim herein. Invoicing by County will be sent to Entity at the beginning of County's fiscal year which is October 1 and Entity agrees to pay the invoice amount within thirty (30) days of receipt of said invoice. The Parties understand and agree that prior to October 1 of each year, the County will re-calculate the amount of the dispatch fees to be paid by Entity for the next budget year and the proposed dispatch fees will be attached as an exhibit to the Agreement for the next budget year.

B. Place of Payment. Entity shall make payment to County and payment shall be in the name of Johnson County, Texas, and shall be remitted to:
Kathy Blackwell (or her successor)
Johnson County Treasurer
Johnson County Courthouse
2 North Main Street
Cleburne, TX 76033

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

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

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

ARTICLE IV – INDEMNIFICATION

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

ARTICLE V – FORCE MAJEURE

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

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

ARTICLE VI – TERM

A. This Agreement shall be in full force and effect from the date of the last party to sign this Agreement and shall terminate on September 30, 2026. Either Party may terminate this Agreement upon giving written notice sixty (60) days prior to the date of termination.
B. Duties to make payment for services performed and any duties to defend, indemnify and hold harmless shall survive the termination of this Agreement and shall not expire until the resolution and disposition of any claims made or liability incurred or potentially incurred by JOHNSON COUNTY as a result of this Agreement. In no event shall an Entity’s duty to defend, indemnify and hold harmless JOHNSON COUNTY expire prior to the running of any statute of limitations related to claims that might be asserted against JOHNSON COUNTY because of JOHNSON COUNTY’S performance or failure to perform pursuant to this Agreement.

ARTICLE VII – VESTED RIGHTS

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

ARTICLE VIII - MISCELLANEOUS PROVISIONS

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

B. Prior Agreements. This Agreement contains all of the agreements and undertakings, either oral or written, of the parties with respect to any matter mentioned herein. No prior agreement or understanding pertaining to any such matter shall be effective.

C. Choice of Law and Venue. The law which shall govern this Agreement is the law of the State of Texas. All consideration to be paid and matters to be performed under this Agreement are payable and to be performed in Cleburne, Johnson County, Texas, and venue of any dispute or matter arising under this Agreement shall lie in the District Court of Johnson County, Texas.

D. Approvals. The Entity's Council or Board and the Commissioners Court of Johnson County in accordance with the Interlocal Cooperation Act must approve this Agreement.

E. Funding Source. In accordance with the Interlocal Cooperation Act, all amounts due under the Agreement are to be paid from current revenues of Entity. The signature of the Entity's representative below certifies that there are sufficient funds from the current revenues available to the Entity to meet its obligations under this Agreement.

F. Heading. Headings herein are for convenience of reference only and shall not be considered in any interpretation of this Agreement.

G. Binding Nature of Agreement. This Agreement is contractual and is binding upon the parties hereto and their successors, assigns and representatives.

H. Severability. In the event that any portion this Agreement shall be found to be contrary to law it is the intent of the parties hereto that the remaining portions shall remain valid and in full force and effect to the extent possible.

I. Authority. The undersigned officers and/or agents of the parties hereto are the properly authorized officials and have the necessary authority to execute this Agreement on behalf of the parties hereto, and each party hereby certifies to the other that any necessary resolutions extending said authority have been duly passed and are now in full force and effect.

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

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

JOHNSON COUNTY

______________________________	________________________
Christopher Boedeker County Judge	Date
______________________________	________________________
Adam King County Sheriff	Date

Attest:

______________________________	________________________
April Long County Clerk	Date

ENTITY

______________________________	________________________
Signature	Date

____
Printed Name

____
Title

______________________________	________________________
Chief of Police	Date

Attest:

______________________________	________________________
Signature	Date

____
Printed Name

____
Title

EXHIBIT "A"
DISPATCH FEES BEGINNING OCTOBER 1, 2025

Total Personal Cost for Dispatch 07-01-24 - 06-30-25	$1,846,941.58
25% of total personnel cost:	$461,735.40

Calls for Service 07-01-20 00:00:00 - 06-30-20 23:59:59

Agency	All Console Calls	All Console Calls W/out Assist Calls	Total Assist Calls
Alvarado PD	8389	8131	258
Alvarado Marshal	1	1	0
Alvarado ISD	168	167	1
Joshua PD	3638	3533	105
Godley PD	4984	4898	86
Grandview PD	2801	2680	121
Rio Vista PD	1184	1094	90
Venus PD	6653	6441	212
Keene PD	2919	2782	137
Joshua ISD PD	298	292	6
Joshua Fire Marshal	0	0	0
Rio Vista ISD	50	49	1
Venus ISD PD	85	84	1
Keene ISD PD	90	89	1
Godley ISD PD	98	98	0
Total		30339	

Formual Amount= 100/ 30339 0.003296088

Percentage of Calls For Service

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

Alvarado PD	26.8005
Alvarado Marshal	0.0033
Alvarado ISD	0.5504
Joshua PD	11.6451
Godley PD	16.1442
Grandview PD	8.8335
Rio Vista PD	3.6059
Venus PD	21.2301
Keene PD	9.1697
Joshua ISD PD	0.9625
Joshua Fire Marshal	0.0000
Rio Vista ISD	0.1615
Venus ISD PD	0.2769
Keene ISD PD	0.2934
Godley ISD PD	0.3230

EXHIBIT "A"
DISPATCH FEES BEGINNING OCTOBER 1, 2025

Total Cost to Agency

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

Alvarado PD	$123,747.34
Alvarado Marshal	$15.22
Alvarado ISD	$2,541.61
Joshua PD	$53,769.44
Godley PD	$74,543.66
Grandview PD	$40,787.46
Rio Vista PD	$16,649.81
Venus PD	$98,026.89
Keene PD	$42,339.82
Joshua ISD PD	$4,444.01
Joshua Fire Marshal	$0.00
Rio Vista ISD	$745.74
Venus ISD PD	$1,278.41
Keene ISD PD	$1,354.51
Godley ISD PD	$1,491.48
Total	$461,735.40

City Council Meeting Management Report

Meeting Date: August 18, 2025
Contact: Teddy May, Chief of Police

AGENDA ITEM: Approval of the yearly Interlocal Cooperation Agreement for Dispatching Service between the Alvarado Marshal and Johnson County. (Alvarado City Marshall Dispatching Services) (May)

BACKGROUND AND FINDINGS: Yearly, the City of Alvarado City Marshal and other Johnson County cities such as Godley, Venus, Joshua, and others enter an Interlocal Cooperation Agreement for Dispatching Services with Johnson County. This agreement is for the upcoming 2025-2026 budget year and was approved by the Commissioners Court on August 7th, 2025.

FINANCIAL IMPACT

$15.22 – Included with upcoming budget

MANAGEMENT REVIEW:

Paul DeBuff, City Manager

ATTACHMENTS:

Interlocal Agreement

STATE OF TEXAS §
§
COUNTY OF JOHNSON §

INTERLOCAL COOPERATION AGREEMENT FOR DISPATCHING SERVICES FOR BUDGET YEAR 2025-2026

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

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3. The Entity or its Police Department shall be responsible for any and all license, annual maintenance fees and required updates needed to support their compatibility with JOHNSON COUNTY SHERIFF'S OFFICE radio system.

ARTICLE II – PAYMENTS

A. Amount of Payment by Entity. Entity shall pay to County the dispatch fees for dispatch services as set forth on Exhibit "A," which is attached hereto and made a part of this Agreement as though set forth verbatim herein. Invoicing by County will be sent to Entity at the beginning of County's fiscal year which is October 1 and Entity agrees to pay the invoice amount within thirty (30) days of receipt of said invoice. The Parties understand and agree that prior to October 1 of each year, the County will re-calculate the amount of the dispatch fees to be paid by Entity for the next budget year and the proposed dispatch fees will be attached as an exhibit to the Agreement for the next budget year.

B. Place of Payment. Entity shall make payment to County and payment shall be in the name of Johnson County, Texas, and shall be remitted to:
Kathy Blackwell (or her successor)
Johnson County Treasurer
Johnson County Courthouse
2 North Main Street
Cleburne, TX 76033

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

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

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

ARTICLE V – FORCE MAJEURE

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

B. The term "force majeure" as employed herein shall mean acts of God, strikes, lockouts, other industrial disturbances, acts of public enemy, orders of any kind of the government of the United States, or the State of Texas, or any civil or military authority, insurrection, riots, epidemics, landslides, lightning, earthquake, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraint of government and people, civil disturbances explosions, breakage or accidents to machinery, pipelines or canals, or other causes not reasonably within the control of the party claiming such inability.

C. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having difficulty, and that the above requirements that any force majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or acceding to the demands of the opposing party or parties which such settlement is unfavorable to it in the judgment of the party having the difficulty.

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

ARTICLE VI – TERM

A. This Agreement shall be in full force and effect from the date of the last party to sign this Agreement and shall terminate on September 30, 2025. Either Party may terminate this Agreement upon giving written notice sixty (60) days prior to the date of termination.

B. Duties to make payment for services performed and any duties to defend, indemnify and hold harmless shall survive the termination of this Agreement and shall not expire until the resolution and disposition of any claims made or liability incurred or potentially incurred by JOHNSON COUNTY as a result of this Agreement. In no event shall an Entity's duty to defend, indemnify and hold harmless JOHNSON COUNTY expire prior to the running of any statute of limitations related to claims that might be asserted against JOHNSON COUNTY because of JOHNSON COUNTY'S performance or failure to perform pursuant to this Agreement.

ARTICLE VII – VESTED RIGHTS

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

ARTICLE VIII - MISCELLANEOUS PROVISIONS

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

B. Prior Agreements. This Agreement contains all of the agreements and undertakings, either oral or written, of the parties with respect to any matter mentioned herein. No prior agreement or understanding pertaining to any such matter shall be effective.

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

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

JOHNSON COUNTY

Christopher Boedeker
County Judge

Date

Adam King
County Sheriff

Date

Attest:

April Long
County Clerk

Date

ENTITY

Signature

Date

Printed Name

Title

Chief of Police

Date

Attest:

Signature

Date

Printed Name

Title

EXHIBIT "A"

DISPATCH FEES BEGINNING OCTOBER 1, 2025

Total Personal Cost for Dispatch 07-01-24 - 06-30-25	$1,846,941.58
25% of total personnel cost:	$461,735.40

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Total		30339	

Formual Amount= 100/ 30339 0.003296088

Percentage of Calls For Service

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

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Godley PD	16.1442
Grandview PD	8.8335
Rio Vista PD	3.6059
Venus PD	21.2301
Keene PD	9.1697
Joshua ISD PD	0.9625
Joshua Fire Marshal	0.0000
Rio Vista ISD	0.1615
Venus ISD PD	0.2769
Keene ISD PD	0.2934
Godley ISD PD	0.3230

EXHIBIT "A"
DISPATCH FEES BEGINNING OCTOBER 1, 2025

Total Cost to Agency

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

Alvarado PD	$123,747.34
Alvarado Marshal	$15.22
Alvarado ISD	$2,541.61
Joshua PD	$53,769.44
Godley PD	$74,543.66
Grandview PD	$40,787.46
Rio Vista PD	$16,649.81
Venus PD	$98,026.89
Keene PD	$42,339.82
Joshua ISD PD	$4,444.01
Joshua Fire Marshal	$0.00
Rio Vista ISD	$745.74
Venus ISD PD	$1,278.41
Keene ISD PD	$1,354.51
Godley ISD PD	$1,491.48
Total	$461,735.40

City Council Meeting Management Report

Meeting Date: August 18, 2025
Contact: Teddy May, Chief of Police

AGENDA ITEM: Approval of an Amendment to Communications System Agreement with Johnson County. (Annual Subscriber Unit Fee for Police Radio Equipment) (May)

BACKGROUND AND FINDINGS: The Communications System Agreement is effective October 1, 2025, and is a yearly agreement in which the City pays the County an Annual Subscriber Unit Fee, per month, per radio subscription. We will be billed on an annual basis beginning at the beginning of the fiscal year. The fee for the 2025/2026 fiscal year is $30.54 per month, per subscriber radio.

FINANCIAL IMPACT

$10,994.40 – Included with upcoming budget

MANAGEMENT REVIEW:

Paul DeBuff, City Manager

ATTACHMENTS:

Interlocal Agreement

THE STATE OF TEXAS §

§ KNOW ALL BY THESE PRESENTS

COUNTY OF JOHNSON §

AMENDMENT TO COMMUNICATIONS SYSTEM AGREEMENT EFFECTIVE OCTOBER 1, 2025

This Amendment to Communications System Agreement Effective October 1, 2025 (the “Amendment”) is made and entered into by and between Johnson County, Texas, a political subdivision of the State of Texas ("County") acting herein by and through its duly authorized Commissioners Court, and the City of Alvarado ("USER"), a municipal corporation, acting herein by and through its duly authorized City Council, individually referred to as a "Party," collectively referred to herein as the "Parties" and is an amendment to the Communications System Agreement (the “Agreement”) between County and User currently in effect. The term County shall include all employees, directors, officials, agents, and authorized representatives of County. The term USER shall include all employees, directors, officials, agents, and authorized representatives of USER.

WHEREAS, Paragraph 14, Applicable Fees, of Exhibit A to the Agreement provides that effective October 1 of each year as long as the Agreement is in effect, USER shall pay the County an Annual Subscriber Unit Fee in a specific amount per month, per subscriber radio, payable in advance on an annual basis for all active radio IDs issued to USER at the time of the annual billing. Invoicing will occur when new Radio IDs are issued on a pro-rata basis, and thereafter, at the beginning of each County fiscal year (which is October 1). Further, at the beginning of each fiscal year of the Agreement, the County may increase the Annual Subscriber Unit Fee to offset any actual increased costs incurred by the County in the operation and maintenance of the System. There will be no refunds or credits for radios removed from service during the fiscal year; and

WHEREAS, County has determined that the Annual Subscriber Unit Fee needs to be increased to offset increases by County in the operation and management of the System.

NOW THEREFORE, COUNTY AND USER agree as follows:

1. Effective October 1, 2025, USER shall pay the County an Annual Subscriber Unit Fee in the amount of $30.54 per month, per subscriber radio, payable in advance on an annual basis for all active radio IDs issued to USER at the time of the annual billing.
2. The person signing this agreement hereby warrants that he/she has the legal authority to execute this Amendment on behalf of the respective Party, and that such binding authority has been granted by proper order, resolution, ordinance or other authorization of the entity. The other Party is fully entitled to rely on this warranty and representation in entering into this Amendment.
3. This Amendment shall in no way affect or modify any other terms and conditions of the aforementioned Agreement.

EXECUTED IN MULTIPLE ORIGINALS as of the dates below.

COUNTY:

By: ______________________________ Date: ____________________
Christopher Boedeker, County Judge

Attest:

______________________________ Date: ____________________
April Long, County Clerk

USER:

By: ______________________________ Date: ____________________
Printed Name: ______________________
Title: ____________________________

Attest:

By: ______________________________ Date: ____________________
Printed Name: ______________________
City Secretary

City Council Meeting Management Report

Meeting Date: August 18, 2025
Contact: Teddy May, Chief of Police

AGENDA ITEM: Approval of an Amendment to Communications System Agreement with Johnson County. (Annual Subscriber Unit Fee for Police Radio Equipment) (May)

BACKGROUND AND FINDINGS: The Communications System Agreement is effective October 1, 2025, and is a yearly agreement in which the City pays the County an Annual Subscriber Unit Fee, per month, per radio subscription. We will be billed on an annual basis beginning at the beginning of the fiscal year. The fee for the 2025/2026 fiscal year is $30.54 per month, per subscriber radio.

FINANCIAL IMPACT

$10,994.40 – Included with upcoming budget

MANAGEMENT REVIEW:

Paul DeBuff, City Manager

ATTACHMENTS:

Interlocal Agreement

THE STATE OF TEXAS §

§ KNOW ALL BY THESE PRESENTS

COUNTY OF JOHNSON §

AMENDMENT TO COMMUNICATIONS SYSTEM AGREEMENT EFFECTIVE OCTOBER 1, 2025

This Amendment to Communications System Agreement Effective October 1, 2025 (the "Amendment") is made and entered into by and between Johnson County, Texas, a political subdivision of the State of Texas ("County") acting herein by and through its duly authorized Commissioners Court, and the City of Alvarado ("USER"), a municipal corporation, acting herein by and through its duly authorized City Council, individually referred to as a "Party," collectively referred to herein as the "Parties" and is an amendment to the Communications System Agreement (the "Agreement") between County and User currently in effect. The term County shall include all employees, directors, officials, agents, and authorized representatives of County. The term USER shall include all employees, directors, officials, agents, and authorized representatives of USER.

WHEREAS, Paragraph 14, Applicable Fees, of Exhibit A to the Agreement provides that effective October 1 of each year as long as the Agreement is in effect, USER shall pay the County an Annual Subscriber Unit Fee in a specific amount per month, per subscriber radio, payable in advance on an annual basis for all active radio IDs issued to USER at the time of the annual billing. Invoicing will occur when new Radio IDs are issued on a pro-rata basis, and thereafter, at the beginning of each County fiscal year (which is October 1). Further, at the beginning of each fiscal year of the Agreement, the County may increase the Annual Subscriber Unit Fee to offset any actual increased costs incurred by the County in the operation and maintenance of the System. There will be no refunds or credits for radios removed from service during the fiscal year; and

WHEREAS, County has determined that the Annual Subscriber Unit Fee needs to be increased to offset increases by County in the operation and management of the System.

NOW THEREFORE, COUNTY AND USER agree as follows:

1. Effective October 1, 2025, USER shall pay the County an Annual Subscriber Unit Fee in the amount of $30.54 per month, per subscriber radio, payable in advance on an annual basis for all active radio IDs issued to USER at the time of the annual billing.
2. The person signing this agreement hereby warrants that he/she has the legal authority to execute this Amendment on behalf of the respective Party, and that such binding authority has been granted by proper order, resolution, ordinance or other authorization of the entity. The other Party is fully entitled to rely on this warranty and representation in entering into this Amendment.
3. This Amendment shall in no way affect or modify any other terms and conditions of the aforementioned Agreement.

EXECUTED IN MULTIPLE ORIGINALS as of the dates below.

COUNTY:

By: ______________________________________ Date: _________________________
Christopher Boedeker, County Judge

Attest:

____ Date: _________________________
April Long, County Clerk

USER:

By: ______________________________________ Date: _________________________
Printed Name: ______________________________
Title: ______________________________________

Attest:

By: ______________________________________ Date: _________________________
Printed Name: ______________________________
City Secretary

City Council Meeting Management Report

Meeting Date: August 18, 2025
Contact: Bobbie Jo Taylor, City Secretary/Assistant to the City Manager

AGENDA ITEM: Accept the Resignation of Parks Board Member, Lisa Deese.

BACKGROUND AND FINDINGS: Parks Superintendent, Anthony Tucker, received notice via email on June 23rd from Ms. Lisa Deese stating that she was officially resigning from the Parks Board.

FINANCIAL IMPACT

None

MANAGEMENT REVIEW:

Paul DeBuff, City Manager

ATTACHMENTS:

Copy of Emailed Resignation

Bobbie Jo Taylor

From: Anthony Tucker
Sent: Monday, August 11, 2025 10:35 AM
To: Bobbie Jo Taylor
Subject: Fw: Parks Advisory Board Meeting

See email below

Get Outlook for iOS

From: [redacted]
Sent: Monday, June 23, 2025 1:25 PM
To: Anthony Tucker <tuckera@cityofalvarado.org>
Subject: Re: Parks Advisory Board Meeting

Good afternoon Anthony,

I have been asked to serve on the EDC Board and will need to resign from the Parks Board.

I've enjoyed serving and look forward to the watching all of your teams' accomplishments!

You're doing a great job!
Lisa

On Fri, Jun 20, 2025, 1:00 PM Anthony Tucker <tuckera@cityofalvarado.org> wrote:

> Good afternoon all,
>
> I have scheduled a Regular Parks Advisory Board Meeting for Thursday, June 26th, 2025 at 6:00 pm, to be held in The Council Chambers at City Hall. Please let me know if you are able or unable to make this. This will be the 3rd month since our last meeting. I currently have 4 agenda items.
>
> Thank you.
>
> Respectfully,
>
> Anthony Tucker CPSI, NCPPA
>
> Parks Superintendent
>
> 104 W College Street

City Council Meeting Management Report
Meeting Date: August 18, 2025
Contact: Laura Cox, CFO

AGENDA ITEM:
Consider, discuss and take a roll call vote to propose a not to exceed ad valorem tax rate $0.886967 per $100 valuation; set a public hearing for Monday, September 15, 2025 to receive comments concerning said proposed City of Alvarado 2025 tax rate; and set the time, date and place of the meeting at which the City Council will vote on said proposed tax rate not to exceed $0.886967 per $100 valuation as Monday, September 15, 2025 at 6:30 p.m., in the Council Chambers located at 104 W. College Street, Alvarado, Texas, and further authorizing the required public notices.

BACKGROUND & FINDINGS:
Certified Taxable Value
The City's total adjusted taxable value has been certified at $751,649,865 making each penny worth $75,165.

Ad Valorem Tax Rates

Proposed total tax rate:	$0.886967/$100
Proposed Maintenance & Operations (M&O) tax rate:	$0.689356/$100
Proposed Interest & Sinking (I&S) tax rate (debt):	$0.197611/$100
No-New-Revenue tax rate	$0.806010/$100
Voter-approval tax rate	$0.886967/$100
De minimis rate	$0.931293/$100

Discuss an Ad Valorem Tax Rate and Take a Record Vote
The City Council must formally propose and take a record vote to establish the tax rate it is proposing. *This is not the adopted tax rate, but is only a proposed rate, as required by state law. The adopted tax rate cannot be higher than this proposed tax rate approved tonight.*

Schedule Meeting
The City Council must set the public hearing on the proposed tax rate and schedule a meeting to adopt the proposed tax rate. The recommended date for this meeting is the regularly scheduled City Council meeting, Monday, September 15, 2025, at 6:30 p.m. in the Council Chambers located at 104 W. College Street, Alvarado, Texas.

Publish Newspaper Ad
State law requires that taxing units publish a notice of the meeting at which the governing body will vote to adopt the proposed tax rate.

ATTACHMENTS:
1. Draft 2025 Tax Rate Calculation Worksheet
2. Certification of Additional Sales and Use Tax to Pay Debt Services

MANAGEMENT REVIEW:
Paul DeBuff, City Manager

Certification of Additional Sales and Use Tax to Pay Debt Services

THE STATE OF TEXAS,
County of Johnson

Chief Financial Officer or Auditor: Laura Cox

For the taxing unit: City of Alvarado

Hereby certifies that the amount of additional sales and use tax revenue collected to pay debt service has been deducted from the total amount described by Tax Code Section 26.05(e-1), 26.04(e)(3)(C) and 26.05(a)(1).

This certification is submitted to the governing body of City of Alvarado, Texas on 8/18/25.

Laura E. Cox
Digitally signed by Laura Cox
Date: 2025.08.14 11:06:09 -05'00'
Signature of Financial Officer or Auditor

2025 Tax Rate Calculation Worksheet
Taxing Units Other Than School Districts or Water Districts

Form 50-856

City of Alvarado	817-790-3351
Taxing Unit Name	Phone *(area code and number)*
104 W. College St, Alvarado, Texas 76009	https://www.cityofalvarado.org
Taxing Unit's Address, City, State, ZIP Code	Taxing Unit's Website Address

GENERAL INFORMATION: Tax Code Section 26.04(c) requires an officer or employee designated by the governing body to calculate the no-new-revenue (NNR) tax rate and voter-approval tax rate for the taxing unit. These tax rates are expressed in dollars per $100 of taxable value calculated. The calculation process starts after the chief appraiser delivers to the taxing unit the certified appraisal roll and the estimated values of properties under protest. The designated officer or employee shall certify that the officer or employee has accurately calculated the tax rates and used values shown for the certified appraisal roll or certified estimate. The officer or employee submits the rates to the governing body by Aug. 7 or as soon thereafter as practicable.

School districts do not use this form, but instead use Comptroller Form 50-859 *Tax Rate Calculation Worksheet, School District without Chapter 313 Agreements* or Comptroller Form 50-884 *Tax Rate Calculation Worksheet, School District with Chapter 313 Agreements.*

Water districts as defined under Water Code Section 49.001(1) do not use this form, but instead use Comptroller Form 50-858 *Water District Voter-Approval Tax Rate Worksheet for Low Tax Rate and Developing Districts* or Comptroller Form 50-860 *Developed Water District Voter-Approval Tax Rate Worksheet.*

The Comptroller's office provides this worksheet to assist taxing units in determining tax rates. The information provided in this worksheet is offered as technical assistance and not legal advice. Taxing units should consult legal counsel for interpretations of law regarding tax rate preparation and adoption.

SECTION 1: No-New-Revenue Tax Rate

The NNR tax rate enables the public to evaluate the relationship between taxes for the prior year and for the current year based on a tax rate that would produce the same amount of taxes (no new taxes) if applied to the same properties that are taxed in both years. When appraisal values increase, the NNR tax rate should decrease.

The NNR tax rate for a county is the sum of the NNR tax rates calculated for each type of tax the county levies.

While uncommon, it is possible for a taxing unit to provide an exemption for only maintenance and operations taxes. In this case, the taxing unit will need to calculate the NNR tax rate separately for the maintenance and operations tax and the debt tax, then add the two components together.

Line	No-New-Revenue Tax Rate Worksheet	Amount/Rate
1.	**Prior year total taxable value.** Enter the amount of the prior year taxable value on the prior year tax roll today. Include any adjustments since last year's certification; exclude Tax Code Section 25.25(d) one-fourth and one-third over-appraisal corrections from these adjustments. Exclude any property value subject to an appeal under Chapter 42 as of July 25 (will add undisputed value in Line 6). This total includes the taxable value of homesteads with tax ceilings (will deduct in Line 2) and the captured value for tax increment financing (adjustment is made by deducting TIF taxes, as reflected in Line 17).[1]	$ 742,588,168
2.	**Prior year tax ceilings.** Counties, cities and junior college districts. Enter the prior year total taxable value of homesteads with tax ceilings. These include the homesteads of homeowners age 65 or older or disabled. Other taxing units enter 0. If your taxing unit adopted the tax ceiling provision last year or a prior year for homeowners age 65 or older or disabled, use this step.[2]	$ 47,800
3.	**Preliminary prior year adjusted taxable value.** Subtract Line 2 from Line 1.	$ 742,540,368
4.	**Prior year total adopted tax rate.**	$ 0.782572 /$100
5.	**Prior year taxable value lost because court appeals of ARB decisions reduced the prior year's appraised value.** A. **Original prior year ARB values:** .... $ 1,231,659 B. **Prior year values resulting from final court decisions:** .... - $ 1,059,627 C. **Prior year value loss.** Subtract B from A.[3]	$ 172,032
6.	**Prior year taxable value subject to an appeal under Chapter 42, as of July 25.** A. **Prior year ARB certified value:** .... $ 0 B. **Prior year disputed value:** .... - $ 0 C. **Prior year undisputed value.** Subtract B from A.[4]	$ 0
7.	**Prior year Chapter 42 related adjusted values.** Add Line 5C and Line 6C.	$ 172,032

[1] Tex. Tax Code §26.012(14)
[2] Tex. Tax Code §26.012(14)
[3] Tex. Tax Code §26.012(13)
[4] Tex. Tax Code §26.012(13)

Line	No-New-Revenue Tax Rate Worksheet	Amount/Rate
8.	**Prior year taxable value, adjusted for actual and potential court-ordered adjustments.** Add Line 3 and Line 7.	$ 742,712,400
9.	**Prior year taxable value of property in territory the taxing unit deannexed after Jan. 1, 2024.** Enter the prior year value of property in deannexed territory.[5]	$ 0
10.	**Prior year taxable value lost because property first qualified for an exemption in the current year.** If the taxing unit increased an original exemption, use the difference between the original exempted amount and the increased exempted amount. Do not include value lost due to freeport, goods-in-transit, temporary disaster exemptions. Note that lowering the amount or percentage of an existing exemption in the current year does not create a new exemption or reduce taxable value.	
	A. **Absolute exemptions.** Use prior year market value: $ 11,915,703	
	B. **Partial exemptions.** Current year exemption amount or current year percentage exemption times prior year value: + $ 1,728,044	
	C. **Value loss.** Add A and B.[6]	$ 13,643,747
11.	**Prior year taxable value lost because property first qualified for agricultural appraisal (1-d or 1-d-1), timber appraisal, recreational/ scenic appraisal or public access airport special appraisal in the current year.** Use only properties that qualified for the first time in the current year; do not use properties that qualified in the prior year.	
	A. **Prior year market value:** $ 0	
	B. **Current year productivity or special appraised value:** - $ 0	
	C. **Value loss.** Subtract B from A.[7]	$ 0
12.	**Total adjustments for lost value.** Add Lines 9, 10C and 11C.	$ 13,643,747
13.	**Prior year captured value of property in a TIF.** Enter the total value of the prior year captured appraised value of property taxable by a taxing unit in a tax increment financing zone for which the prior year taxes were deposited into the tax increment fund.[8] If the taxing unit has no captured appraised value in line 18D, enter 0.	$ 0
14.	**Prior year total value.** Subtract Line 12 and Line 13 from Line 8.	$ 729,068,653
15.	**Adjusted prior year total levy.** Multiply Line 4 by Line 14 and divide by $100.	$ 5,705,487
16.	**Taxes refunded for years preceding the prior tax year.** Enter the amount of taxes refunded by the taxing unit for tax years preceding the prior tax year. Types of refunds include court decisions, Tax Code Section 25.25(b) and (c) corrections and Tax Code Section 31.11 payment errors. Do not include refunds for the prior tax year. This line applies only to tax years preceding the prior tax year.[9]	$ 15,962
17.	**Adjusted prior year levy with refunds and TIF adjustment.** Add Lines 15 and 16.[10]	$ 5,721,449
18.	**Total current year taxable value on the current year certified appraisal roll today.** This value includes only certified values or certified estimate of values and includes the total taxable value of homesteads with tax ceilings (will deduct in Line 20). These homesteads include homeowners age 65 or older or disabled.[11]	
	A. **Certified values:** $ 781,343,195	
	B. **Counties:** Include railroad rolling stock values certified by the Comptroller's office: + $	
	C. **Pollution control and energy storage system exemption:** Deduct the value of property exempted for the current tax year for the first time as pollution control or energy storage system property: - $ 0	
	D. **Tax increment financing:** Deduct the current year captured appraised value of property taxable by a taxing unit in a tax increment financing zone for which the current year taxes will be deposited into the tax increment fund. Do not include any new property value that will be included in Line 24 below.[12] - $ 0	
	E. **Total current year value.** Add A and B, then subtract C and D.	$ 781,343,195

[5] Tex. Tax Code §26.012(15)
[6] Tex. Tax Code §26.012(15)
[7] Tex. Tax Code §26.012(15)
[8] Tex. Tax Code §26.03(c)
[9] Tex. Tax Code §26.012(13)
[10] Tex. Tax Code §26.012(13)
[11] Tex. Tax Code §26.012, 26.04(c-2)
[12] Tex. Tax Code §26.03(c)

Line	No-New-Revenue Tax Rate Worksheet	Amount/Rate
19.	**Total value of properties under protest or not included on certified appraisal roll.** [13]	
	A. Current year taxable value of properties under protest. The chief appraiser certifies a list of properties still under ARB protest. The list shows the appraisal district's value and the taxpayer's claimed value, if any, or an estimate of the value if the taxpayer wins. For each of the properties under protest, use the lowest of these values. Enter the total value under protest. [14] .... $ 29,745,563	
	B. Current year value of properties not under protest or included on certified appraisal roll. The chief appraiser gives taxing units a list of those taxable properties that the chief appraiser knows about but are not included in the appraisal roll certification. These properties also are not on the list of properties that are still under protest. On this list of properties, the chief appraiser includes the market value, appraised value and exemptions for the preceding year and a reasonable estimate of the market value, appraised value and exemptions for the current year. Use the lower market, appraised or taxable value (as appropriate). Enter the total value of property not on the certified roll. [15] .... + $ 0	
	C. Total value under protest or not certified. Add A and B.	$ 29,745,563
20.	**Current year tax ceilings.** Counties, cities and junior colleges enter current year total taxable value of homesteads with tax ceilings. These include the homesteads of homeowners age 65 or older or disabled. Other taxing units enter 0. If your taxing unit adopted the tax ceiling provision in the prior year or a previous year for homeowners age 65 or older or disabled, use this step.[16]	$ 59,438,893
21.	**Anticipated contested value.** Affected taxing units enter the contested taxable value for all property that is subject to anticipated substantial litigation. [17] An affected taxing unit is wholly or partly located in a county that has a population of less than 500,000 and is located on the Gulf of Mexico.[18] If completing this section, the taxing unit must include supporting documentation in Section 9.[19] Taxing units that are not affected, enter 0.	$ 0
22.	**Current year total taxable value.** Add Lines 18E and 19C, then subtract Lines 20 and 21.[20]	$ 751,649,865
23.	**Total current year taxable value of properties in territory annexed after Jan. 1, of the prior year.** Include both real and personal property. Enter the current year value of property in territory annexed. [21]	$ 14,925
24.	**Total current year taxable value of new improvements and new personal property located in new improvements.** New means the item was not on the appraisal roll in the prior year. An improvement is a building, structure, fixture or fence erected on or affixed to land. New additions to existing improvements may be included if the appraised value can be determined. New personal property in a new improvement must have been brought into the taxing unit after Jan. 1, of the prior year and be located in a new improvement. New improvements **do** include property on which a tax abatement agreement has expired for the current year. [22]	$ 41,787,282
25.	**Total adjustments to the current year taxable value.** Add Lines 23 and 24.	$ 41,802,207
26.	**Adjusted current year taxable value.** Subtract Line 25 from Line 22.	$ 709,847,658
27.	**Current year NNR tax rate.** Divide Line 17 by Line 26 and multiply by $100. [23]	$ 0.806010 /$100
28.	**COUNTIES ONLY.** Add together the NNR tax rates for each type of tax the county levies. The total is the current year county NNR tax rate. [24]	$ ______ /$100

SECTION 2: Voter Approval Tax Rate

The voter-approval tax rate is the highest tax rate that a taxing unit may adopt without holding an election to seek voter approval of the rate. The voter-approval tax rate is split into two separate rates:

1. **Maintenance and Operations (M&O) Tax Rate:** The M&O portion is the tax rate that is needed to raise the same amount of taxes that the taxing unit levied in the prior year plus the applicable percentage allowed by law. This rate accounts for such things as salaries, utilities and day-to-day operations.
2. **Debt Rate:** The debt rate includes the debt service necessary to pay the taxing unit's debt payments in the coming year. This rate accounts for principal and interest on bonds and other debt secured by property tax revenue.

The voter-approval tax rate for a county is the sum of the voter-approval tax rates calculated for each type of tax the county levies. In most cases the voter-approval tax rate exceeds the no-new-revenue tax rate, but occasionally decreases in a taxing unit's debt service will cause the NNR tax rate to be higher than the voter-approval tax rate.

[13] Tex. Tax Code §26.01(c) and (d)
[14] Tex. Tax Code §26.01(c)
[15] Tex. Tax Code §26.01(d)
[16] Tex. Tax Code §26.012(6)(B)
[17] Tex. Tax Code §§26.012(6)(C) and 26.012(1-b)
[18] Tex. Tax Code §26.012(1-a)
[19] Tex. Tax Code §26.04(d-3)
[20] Tex. Tax Code §26.012(6)
[21] Tex. Tax Code §26.012(17)
[22] Tex. Tax Code §26.012(17)
[23] Tex. Tax Code §26.04(c)
[24] Tex. Tax Code §26.04(d)

Line	Voter-Approval Tax Rate Worksheet	Amount/Rate
29.	**Prior year M&O tax rate.** Enter the prior year M&O tax rate.	$ 0.636018 /$100
30.	**Prior year taxable value, adjusted for actual and potential court-ordered adjustments.** Enter the amount in Line 8 of the *No-New-Revenue Tax Rate Worksheet.*	$ 742,712,400
31.	**Total prior year M&O levy.** Multiply Line 29 by Line 30 and divide by $100.	$ 4,723,784
32.	**Adjusted prior year levy for calculating NNR M&O rate.**	
	A. M&O taxes refunded for years preceding the prior tax year. Enter the amount of M&O taxes refunded in the preceding year for taxes before that year. Types of refunds include court decisions, Tax Code Section 25.25(b) and (c) corrections and Tax Code Section 31.11 payment errors. Do not include refunds for tax year 2024. This line applies only to tax years preceding the prior tax year. .... + $ 12,052	
	B. Prior year taxes in TIF. Enter the amount of taxes paid into the tax increment fund for a reinvestment zone as agreed by the taxing unit. If the taxing unit has no current year captured appraised value in Line 18D, enter 0. .... – $ 0	
	C. Prior year transferred function. If discontinuing all of a department, function or activity and transferring it to another taxing unit by written contract, enter the amount spent by the taxing unit discontinuing the function in the 12 months preceding the month of this calculation. If the taxing unit did not operate this function for this 12-month period, use the amount spent in the last full fiscal year in which the taxing unit operated the function. The taxing unit discontinuing the function will subtract this amount in D below. The taxing unit receiving the function will add this amount in D below. Other taxing units enter 0. .... +/- $ 0	
	D. Prior year M&O levy adjustments. Subtract B from A. For taxing unit with C, subtract if discontinuing function and add if receiving function. .... $ 12,052	
	E. Add Line 31 to 32D.	$ 4,735,836
33.	**Adjusted current year taxable value.** Enter the amount in Line 26 of the *No-New-Revenue Tax Rate Worksheet.*	$ 709,847,658
34.	**Current year NNR M&O rate (unadjusted).** Divide Line 32E by Line 33 and multiply by $100.	$ 0.667162 /$100
35.	**Rate adjustment for state criminal justice mandate.** [26]	
	A. Current year state criminal justice mandate. Enter the amount spent by a county in the previous 12 months providing for the maintenance and operation cost of keeping inmates in county-paid facilities after they have been sentenced. Do not include any state reimbursement received by the county for the same purpose. $ 0	
	B. Prior year state criminal justice mandate. Enter the amount spent by a county in the 12 months prior to the previous 12 months providing for the maintenance and operation cost of keeping inmates in county-paid facilities after they have been sentenced. Do not include any state reimbursement received by the county for the same purpose. Enter zero if this is the first time the mandate applies. .... – $ 0	
	C. Subtract B from A and divide by Line 33 and multiply by $100. .... $ 0.000000 /$100	
	D. Enter the rate calculated in C. If not applicable, enter 0.	$ 0.000000 /$100
36.	**Rate adjustment for indigent health care expenditures.** [27]	
	A. Current year indigent health care expenditures. Enter the amount paid by a taxing unit providing for the maintenance and operation cost of providing indigent health care for the period beginning on July 1, of the prior tax year and ending on June 30, of the current tax year, less any state assistance received for the same purpose. .... $ 0	
	B. Prior year indigent health care expenditures. Enter the amount paid by a taxing unit providing for the maintenance and operation cost of providing indigent health care for the period beginning on July 1, 2023 and ending on June 30, 2024, less any state assistance received for the same purpose. .... – $ 0	
	C. Subtract B from A and divide by Line 33 and multiply by $100. .... $ 0.000000 /$100	
	D. Enter the rate calculated in C. If not applicable, enter 0.	$ 0.000000 /$100

[25] [Reserved for expansion]
[26] Tex. Tax Code §26.044
[27] Tex. Tax Code §26.0441

Line	Voter-Approval Tax Rate Worksheet		Amount/Rate
37.	**Rate adjustment for county indigent defense compensation.** [28]		
	A. Current year indigent defense compensation expenditures. Enter the amount paid by a county to provide appointed counsel for indigent individuals and fund the operations of a public defender's office under Article 26.044, Code of Criminal Procedure for the period beginning on July 1, of the prior tax year and ending on June 30,of the current tax year, less any state grants received by the county for the same purpose..........	$ 0	
	B. Prior year indigent defense compensation expenditures. Enter the amount paid by a county to provide appointed counsel for indigent individuals and fund the operations of a public defender's office under Article 26.044, Code of Criminal Procedure for the period beginning on July 1, 2023 and ending on June 30, 2024, less any state grants received by the county for the same purpose..........................	$ 0	
	C. Subtract B from A and divide by Line 33 and multiply by $100...	$ 0.000000 /$100	
	D. Multiply B by 0.05 and divide by Line 33 and multiply by $100...	$ 0.000000 /$100	
	E. Enter the lesser of C and D. If not applicable, enter 0.		$ 0.000000 /$100
38.	**Rate adjustment for county hospital expenditures.** [29]		
	A. Current year eligible county hospital expenditures. Enter the amount paid by the county or municipality to maintain and operate an eligible county hospital for the period beginning on July 1, of the prior tax year and ending on June 30, of the current tax year...	$ 0	
	B. Prior year eligible county hospital expenditures. Enter the amount paid by the county or municipality to maintain and operate an eligible county hospital for the period beginning on July 1, 2023 and ending on June 30, 2024.	$ 0	
	C. Subtract B from A and divide by Line 33 and multiply by $100...	$ 0.000000 /$100	
	D. Multiply B by 0.08 and divide by Line 33 and multiply by $100...	$ 0.000000 /$100	
	E. Enter the lesser of C and D, if applicable. If not applicable, enter 0.		$ 0.000000 /$100
39.	**Rate adjustment for defunding municipality.** This adjustment only applies to a municipality that is considered to be a defunding municipality for the current tax year under Chapter 109, Local Government Code. Chapter 109, Local Government Code only applies to municipalities with a population of more than 250,000 and includes a written determination by the Office of the Governor. See Tax Code Section 26.0444 for more information.		
	A. Amount appropriated for public safety in the prior year. Enter the amount of money appropriated for public safety in the budget adopted by the municipality for the preceding fiscal year......................	$ 0	
	B. Expenditures for public safety in the prior year. Enter the amount of money spent by the municipality for public safety during the preceding fiscal year	$ 0	
	C. Subtract B from A and divide by Line 33 and multiply by $100	$ 0.000000 /$100	
	D. Enter the rate calculated in C. If not applicable, enter 0.		$ 0.000000 /$100
40.	**Adjusted current year NNR M&O rate.** Add Lines 34, 35D, 36D, 37E, and 38E. Subtract Line 39D.		$ 0.667162 /$100
41.	**Adjustment for prior year sales tax specifically to reduce property taxes.** Cities, counties and hospital districts that collected and spent additional sales tax on M&O expenses in the prior year should complete this line. These entities will deduct the sales tax gain rate for the current year in Section 3. Other taxing units, enter zero.		
	A. Enter the amount of additional sales tax collected and spent on M&O expenses in the prior year, if any. Counties must exclude any amount that was spent for economic development grants from the amount of sales tax spent	$ 784,757	
	B. Divide Line 41A by Line 33 and multiply by $100	$ 0.110552 /$100	
	C. Add Line 41B to Line 40.		$ 0.777714 /$100
42.	**Current year voter-approval M&O rate.** Enter the rate as calculated by the appropriate scenario below. **Special Taxing Unit.** If the taxing unit qualifies as a special taxing unit, multiply Line 41C by 1.08. **- or -** **Other Taxing Unit.** If the taxing unit does not qualify as a special taxing unit, multiply Line 41C by 1.035.		$ 0.804933 /$100

[28] Tex. Tax Code §26.0442
[29] Tex. Tax Code §26.0443

Line	Voter-Approval Tax Rate Worksheet	Amount/Rate
D42.	***Disaster Line 42 (D42):* Current year voter-approval M&O rate for taxing unit affected by disaster declaration.** If the taxing unit is located in an area declared a disaster area and at least one person is granted an exemption under Tax Code Section 11.35 for property located in the taxing unit, the governing body may direct the person calculating the voter-approval tax rate to calculate in the manner provided for a special taxing unit. The taxing unit shall continue to calculate the voter-approval tax rate in this manner until the earlier of: 1) the first year in which total taxable value on the certified appraisal roll exceeds the total taxable value of the tax year in which the disaster occurred; or 2) the third tax year after the tax year in which the disaster occurred. If the taxing unit qualifies under this scenario, multiply Line 41C by 1.08. [30] If the taxing unit does not qualify, do not complete Disaster Line 42 (Line D42).	$ 0.000000 /$100
43.	**Total current year debt to be paid with property taxes and additional sales tax revenue.** Debt means the interest and principal that will be paid on debts that: **(1)** are paid by property taxes; **(2)** are secured by property taxes; **(3)** are scheduled for payment over a period longer than one year; and **(4)** are not classified in the taxing unit's budget as M&O expenses. **A. Debt** also includes contractual payments to other taxing units that have incurred debts on behalf of this taxing unit, if those debts meet the four conditions above. Include only amounts that will be paid from property tax revenue. Do not include appraisal district budget payments. If the governing body of a taxing unit authorized or agreed to authorize a bond, warrant, certificate of obligation, or other evidence of indebtedness on or after Sept. 1, 2021, verify if it meets the amended definition of debt before including it here. [31] Enter debt amount .... $ 1,522,169 **B.** Subtract **unencumbered fund amount** used to reduce total debt. .... – $ 0 **C.** Subtract **certified amount spent from sales tax to reduce debt** (enter zero if none) .... – $ 0 **D.** Subtract **amount paid** from other resources .... – $ 0 **E. Adjusted debt.** Subtract B, C and D from A.	$ 1,522,169
44.	**Certified prior year excess debt collections.** Enter the amount certified by the collector. [32]	$ 21,966
45.	**Adjusted current year debt.** Subtract Line 44 from Line 43E.	$ 1,500,203
46.	**Current year anticipated collection rate.** **A.** Enter the current year anticipated collection rate certified by the collector. [33] .... 101.00 % **B.** Enter the prior year actual collection rate. .... 102.00 % **C.** Enter the 2023 actual collection rate. .... 101.00 % **D.** Enter the 2022 actual collection rate. .... 101.00 % **E.** If the anticipated collection rate in A is lower than actual collection rates in B, C and D, enter the lowest collection rate from B, C and D. If the anticipated rate in A is higher than at least one of the rates in the prior three years, enter the rate from A. Note that the rate can be greater than 100%. [34]	101.00 %
47.	**Current year debt adjusted for collections.** Divide Line 45 by Line 46E.	$ 1,485,349
48.	**Current year total taxable value.** Enter the amount on Line 22 of the *No-New-Revenue Tax Rate Worksheet.*	$ 751,649,865
49.	**Current year debt rate.** Divide Line 47 by Line 48 and multiply by $100.	$ 0.197611 /$100
50.	**Current year voter-approval M&O rate plus current year debt rate.** Add Lines 42 and 49.	$ 1.002544 /$100
D50.	***Disaster Line 50 (D50):* Current year voter-approval tax rate for taxing unit affected by disaster declaration.** Complete this line if the taxing unit calculated the voter-approval tax rate in the manner provided for a special taxing unit on Line D42. Add Line D42 and 49.	$ 0.000000 /$100

[30] Tex. Tax Code §26.042(a)
[31] Tex. Tax Code §26.012(7)
[32] Tex. Tax Code §26.012(10) and 26.04(b)
[33] Tex. Tax Code §26.04(b)
[34] Tex. Tax Code §§26.04(h), (h-1) and (h-2)

Line	Voter-Approval Tax Rate Worksheet	Amount/Rate
51.	**COUNTIES ONLY.** Add together the voter-approval tax rates for each type of tax the county levies. The total is the current year county voter-approval tax rate.	$ 0.000000 /$100

SECTION 3: NNR Tax Rate and Voter Approval Tax Rate Adjustments for Additional Sales Tax to Reduce Property Taxes

Cities, counties and hospital districts may levy a sales tax specifically to reduce property taxes. Local voters by election must approve imposing or abolishing the additional sales tax. If approved, the taxing unit must reduce its NNR and voter-approval tax rates to offset the expected sales tax revenue.

This section should only be completed by a county, city or hospital district that is required to adjust its NNR tax rate and/or voter-approval tax rate because it adopted the additional sales tax.

Line	Additional Sales and Use Tax Worksheet	Amount/Rate
52.	**Taxable Sales.** For taxing units that adopted the sales tax in November of the prior tax year or May of the current tax year, enter the Comptroller's estimate of taxable sales for the previous four quarters. [35] Estimates of taxable sales may be obtained through the Comptroller's Allocation Historical Summary webpage. Taxing units that adopted the sales tax before November of the prior year, enter 0.	$ 0
53.	**Estimated sales tax revenue.** Counties exclude any amount that is or will be spent for economic development grants from the amount of estimated sales tax revenue. [36] **Taxing units that adopted the sales tax in November of the prior tax year or in May of the current tax year.** Multiply the amount on Line 52 by the sales tax rate (.01, .005 or .0025, as applicable) and multiply the result by .95. [37] **- or -** **Taxing units that adopted the sales tax before November of the prior year.** Enter the sales tax revenue for the previous four quarters. Do not multiply by .95.	$ 868,737
54.	**Current year total taxable value.** Enter the amount from Line 22 of the *No-New-Revenue Tax Rate Worksheet.*	$ 751,649,865
55.	**Sales tax adjustment rate.** Divide Line 53 by Line 54 and multiply by $100.	$ 0.115577 /$100
56.	**Current year NNR tax rate, unadjusted for sales tax.**[38] Enter the rate from Line 27 or 28, as applicable, on the *No-New-Revenue Tax Rate Worksheet*.	$ 0.806010 /$100
57.	**Current year NNR tax rate, adjusted for sales tax.** **Taxing units that adopted the sales tax in November the prior tax year or in May of the current tax year.** Subtract Line 55 from Line 56. Skip to Line 58 if you adopted the additional sales tax before November of the prior tax year.	$ 0.806010 /$100
58.	**Current year voter-approval tax rate, unadjusted for sales tax.**[39] Enter the rate from Line 50, Line D50 (disaster) or Line 51 (counties) as applicable, of the *Voter-Approval Tax Rate Worksheet*.	$ 1.002544 /$100
59.	**Current year voter-approval tax rate, adjusted for sales tax.** Subtract Line 55 from Line 58.	$ 0.886967 /$100

SECTION 4: Voter Approval Tax Rate Adjustment for Pollution Control

A taxing unit may raise its rate for M&O funds used to pay for a facility, device or method for the control of air, water or land pollution. This includes any land, structure, building, installation, excavation, machinery, equipment or device that is used, constructed, acquired or installed wholly or partly to meet or exceed pollution control requirements. The taxing unit's expenses are those necessary to meet the requirements of a permit issued by the Texas Commission on Environmental Quality (TCEQ). The taxing unit must provide the tax assessor with a copy of the TCEQ letter of determination that states the portion of the cost of the installation for pollution control.

This section should only be completed by a taxing unit that uses M&O funds to pay for a facility, device or method for the control of air, water or land pollution.

Line	Voter-Approval Rate Adjustment for Pollution Control Requirements Worksheet	Amount/Rate
60.	**Certified expenses from the Texas Commission on Environmental Quality (TCEQ).** Enter the amount certified in the determination letter from TCEQ. [40] The taxing unit shall provide its tax assessor-collector with a copy of the letter. [41]	$ 0
61.	**Current year total taxable value.** Enter the amount from Line 22 of the *No-New-Revenue Tax Rate Worksheet.*	$ 751,649,865
62.	**Additional rate for pollution control.** Divide Line 60 by Line 61 and multiply by $100.	$ 0.000000 /$100

[35] Tex. Tax Code §26.041(d)
[36] Tex. Tax Code §26.041(i)
[37] Tex. Tax Code §26.041(d)
[38] Tex. Tax Code §26.04(c)
[39] Tex. Tax Code §26.04(c)
[40] Tex. Tax Code §26.045(d)
[41] Tex. Tax Code §26.045(i)

Line	Voter-Approval Rate Adjustment for Pollution Control Requirements Worksheet	Amount/Rate
63.	**Current year voter-approval tax rate, adjusted for pollution control.** Add Line 62 to one of the following lines (as applicable): Line 50, Line D50 (disaster), Line 51 (counties) or Line 59 (taxing units with the additional sales tax).	$ 0.886967 /$100

SECTION 5: Voter Approval Tax Rate Adjustment for Unused Increment Rate

The unused increment rate is the rate equal to the sum of the prior 3 years Foregone Revenue Amounts divided by the current taxable value. [42] The Foregone Revenue Amount for each year is equal to that year's adopted tax rate subtracted from that year's voter-approval tax rate adjusted to remove the unused increment rate multiplied by that year's current total value. [43]

The difference between the adopted tax rate and adjusted voter-approval tax rate is considered zero in the following scenarios:

- a tax year in which a taxing unit affected by a disaster declaration calculates the tax rate under Tax Code Section 26.042; [44]
- a tax year in which the municipality is a defunding municipality, as defined by Tax Code Section 26.0501(a); [45] or
- after Jan. 1, 2022, a tax year in which the comptroller determines that the county implemented a budget reduction or reallocation described by Local Government Code Section 120.002(a) without the required voter approval. [46]

This section should only be completed by a taxing unit that does not meet the definition of a special taxing unit. [47]

Line	Unused Increment Rate Worksheet	Amount/Rate
64.	**Year 3 Foregone Revenue Amount. Subtract the 2024 unused increment rate and 2024 actual tax rate from the 2024 voter-approval tax rate. Multiply the result by the 2024 current total value**	
	A. Voter-approval tax rate (Line 68)	$ 0.778689 /$100
	B. Unused increment rate (Line 67)	$ 0.000000 /$100
	C. Subtract B from A	$ 0.778689 /$100
	D. Adopted Tax Rate	$ 0.782572 /$100
	E. Subtract D from C	$ -0.003883 /$100
	F. 2024 Total Taxable Value (Line 60)	$ 734,165,110
	G. Multiply E by F and divide the results by $100. If the number is less than zero, enter zero.	$ 0
65.	**Year 2 Foregone Revenue Amount. Subtract the 2023 unused increment rate and 2023 actual tax rate from the 2023 voter-approval tax rate. Multiply the result by the 2023 current total value**	
	A. Voter-approval tax rate (Line 67)	$ 0.757217 /$100
	B. Unused increment rate (Line 66)	$ 0.000000 /$100
	C. Subtract B from A	$ 0.757217 /$100
	D. Adopted Tax Rate	$ 0.811895 /$100
	E. Subtract D from C	$ -0.054678 /$100
	F. 2023 Total Taxable Value (Line 60)	$ 623,717,969
	G. Multiply E by F and divide the results by $100. If the number is less than zero, enter zero.	$ 0
66.	**Year 1 Foregone Revenue Amount. Subtract the 2022 unused increment rate and 2022 actual tax rate from the 2022 voter-approval tax rate. Multiply the result by the 2022 current total value**	
	A. Voter-approval tax rate (Line 67)	$ 0.750406 /$100
	B. Unused increment rate (Line 66)	$ 0.000000 /$100
	C. Subtract B from A	$ 0.750406 /$100
	D. Adopted Tax Rate	$ 0.812696 /$100
	E. Subtract D from C	$ -0.062290 /$100
	F. 2022 Total Taxable Value (Line 60)	$ 491,975,232
	G. Multiply E by F and divide the results by $100. If the number is less than zero, enter zero.	$ 0
67.	**Total Foregone Revenue Amount.** Add Lines 64G, 65G and 66G	$ 0 /$100
68.	**2025 Unused Increment Rate.** Divide Line 67 by Line 22 of the *No-New-Revenue Rate Worksheet*. Multiply the result by 100	$ 0.000000 /$100
69.	**Total 2025 voter-approval tax rate, including the unused increment rate.** Add Line 68 to one of the following lines (as applicable): Line 50, Line 51 (counties), Line 59 (taxing units with additional sales tax) or Line 63 (taxing units with pollution)	$ 0.886967 /$100

[42] Tex. Tax Code §26.013(b)
[43] Tex. Tax Code §§26.013(a)(1-a), (1-b), and (2)
[44] Tex. Tax Code §§26.04(c)(2)(A) and 26.042(a)
[45] Tex. Tax Code §§26.0501(a) and (c)
[46] Tex. Local Gov't Code §120.007(d)
[47] Tex. Local Gov't Code §26.04(c)(2)(B)

SECTION 6: De Minimis Rate

The de minimis rate is the rate equal to the sum of the no-new-revenue maintenance and operations rate, the rate that will raise $500,000, and the current debt rate for a taxing unit. [48]

This section should only be completed by a taxing unit that is a municipality of less than 30,000 or a taxing unit that does not meet the definition of a special taxing unit. [49]

Line	De Minimis Rate Worksheet	Amount/Rate
70.	**Adjusted current year NNR M&O tax rate.** Enter the rate from Line 40 of the *Voter-Approval Tax Rate Worksheet.*	$ 0.667162 /$100
71.	**Current year total taxable value.** Enter the amount on Line 22 of the *No-New-Revenue Tax Rate Worksheet.*	$ 751,649,865
72.	**Rate necessary to impose $500,000 in taxes.** Divide $500,000 by Line 71 and multiply by $100.	$ 0.066520 /$100
73.	**Current year debt rate.** Enter the rate from Line 49 of the *Voter-Approval Tax Rate Worksheet.*	$ 0.197611 /$100
74.	**De minimis rate.** Add Lines 70, 72 and 73.	$ 0.931293 /$100

SECTION 7: Voter Approval Tax Rate Adjustment for Emergency Revenue Rate

In the tax year after the end of the disaster calculation time period detailed in Tax Code Section 26.042(a), a taxing unit that calculated its voter-approval tax rate in the manner provided for a special taxing unit due to a disaster must calculate its emergency revenue rate and reduce its voter-approval tax rate for that year.[50]

Similarly, if a taxing unit adopted a tax rate that exceeded its voter-approval tax rate, calculated normally, without holding an election to respond to a disaster, as allowed by Tax Code Section 26.042(d), in the prior year, it must also reduce its voter-approval tax rate for the current tax year. [51]

This section will apply to a taxing unit other than a special taxing unit that:

- directed the designated officer or employee to calculate the voter-approval tax rate of the taxing unit in the manner provided for a special taxing unit in the prior year; and
- the current year is the first tax year in which the total taxable value of property taxable by the taxing unit as shown on the appraisal roll for the taxing unit submitted by the assessor for the taxing unit to the governing body exceeds the total taxable value of property taxable by the taxing unit on January 1 of the tax year in which the disaster occurred or the disaster occurred four years ago.This section will apply to a taxing unit in a disaster area that adopted a tax rate greater than its voter-approval tax rate without holding an election in the prior year.

Note: This section does not apply if a taxing unit is continuing to calculate its voter-approval tax rate in the manner provided for a special taxing unit because it is still within the disaster calculation time period detailed in Tax Code Section 26.042(a) because it has not met the conditions in Tax Code Section 26.042(a)(1) or (2).

Line	Emergency Revenue Rate Worksheet	Amount/Rate
75.	**2024 adopted tax rate.** Enter the rate in Line 4 of the *No-New-Revenue Tax Rate Worksheet.*	$ 0.782572 /$100
76.	**Adjusted 2024 voter-approval tax rate.** Use the taxing unit's Tax Rate Calculation Worksheets from the prior year(s) to complete this line. [52] If a disaster occurred in 2024 and the taxing unit calculated its 2024 voter-approval tax rate using a multiplier of 1.08 on Disaster Line 41 (D41) of the 2024 worksheet due to a disaster, complete the applicable sections or lines of *Form 50-856-a, Adjusted Voter-Approval Tax Rate for Taxing Units in Disaster Area Calculation Worksheet.* **- or -** If a disaster occurred prior to 2024 for which the taxing unit continued to calculate its voter-approval tax rate using a multiplier of 1.08 on Disaster Line 41 (D41) in 2024, complete form 50-856-a, *Adjusted Voter-Approval Tax Rate for Taxing Units in Disaster Area Calculation Worksheet* to recalculate the voter-approval tax rate the taxing unit would have calculated in 2024 if it had generated revenue based on an adopted tax rate using a multiplier of 1.035 in the years following the disaster. [53] Enter the final adjusted 2024 voter-approval tax rate from the worksheet. **- or -** If the taxing unit adopted a tax rate above the 2024 voter-approval tax rate without calculating a disaster tax rate or holding an election due to a disaster, no recalculation is necessary. Enter the voter-approval tax rate from the prior year's worksheet.	$ 0.000000 /$100
77.	**Increase in 2024 tax rate due to disaster.** Subtract Line 76 from Line 75.	$ 0.000000 /$100
78.	**Adjusted 2024 taxable value.** Enter the amount in Line 14 of the *No-New-Revenue Tax Rate Worksheet.*	$ 729,068,653
79.	**Emergency revenue.** Multiply Line 77 by Line 78 and divide by $100.	$ 0
80.	**Adjusted 2024 taxable value.** Enter the amount in Line 26 of the *No-New-Revenue Tax Rate Worksheet.*	$ 709,847,658
81.	**Emergency revenue rate.** Divide Line 79 by Line 80 and multiply by $100. [53]	$ 0.000000 /$100

[48] Tex. Tax Code §26.012(8-a)
[49] Tex. Tax Code §26.063(a)(1)
[50] Tex. Tax Code §26.042(b)
[51] Tex. Tax Code §26.042(f)
[52] Tex. Tax Code §26.042(c)
[53] Tex. Tax Code §26.042(b)

Line	Emergency Revenue Rate Worksheet	Amount/Rate
82.	**Current year voter-approval tax rate, adjusted for emergency revenue.** Subtract Line 81 from one of the following lines (as applicable): Line 50, Line D50 (disaster), Line 51 (counties), Line 59 (taxing units with the additional sales tax), Line 63 (taxing units with pollution control) or Line 69 (taxing units with the unused increment rate).	$ 0.886967 /$100

SECTION 8: Total Tax Rate

Indicate the applicable total tax rates as calculated above.

No-new-revenue tax rate. .... $ 0.806010 /$100
As applicable, enter the current year NNR tax rate from: Line 27, Line 28 (counties), or Line 57 (adjusted for sales tax).
Indicate the line number used: 27

Voter-approval tax rate.......... $ 0.886967 /$100
As applicable, enter the current year voter-approval tax rate from: Line 50, Line D50 (disaster), Line 51 (counties), Line 59 (adjusted for sales tax), Line 63 (adjusted for pollution control), Line 69 (adjusted for unused increment), or Line 82 (adjusted for emergency revenue).
Indicate the line number used: 59

De minimis rate........... $ 0.931293 /$100
If applicable, enter the current year de minimis rate from Line 74.

SECTION 9: Addendum

An affected taxing unit that enters an amount described by Tax Code Section 26.012(6)(C) in line 21 must include the following as an addendum:

1. Documentation that supports the exclusion of value under Tax Code Section 26.012(6)(C); and
2. Each statement submitted to the designated officer or employee by the property owner or entity as required by Tax Code Section 41.48(c)(2) for that tax year.

Insert hyperlinks to supporting documentation:

SECTION 10: Taxing Unit Representative Name and Signature

Enter the name of the person preparing the tax rate as authorized by the governing body of the taxing unit. By signing below, you certify that you are the designated officer or employee of the taxing unit and have accurately calculated the tax rates using values that are the same as the values shown in the taxing unit's certified appraisal roll or certified estimate of taxable value, in accordance with requirements in the Tax Code. [54]

print here Scott Porter
Printed Name of Taxing Unit Representative

sign here
Taxing Unit Representative

Date

[54] Tex. Tax Code §§26.04(c-2) and (d-2)

City Council Meeting Management Report

Meeting Date: August 18, 2025

Contact: Gus Chavarria

AGENDA ITEM:

Consideration and action relating to the authorization of a Change Order to the Rock Solid, LLC. Contract for the construction of North Cummings Drive Rehabilitation Project (From Hwy. 67 to the City Limits) and authorize the City Manager to execute the change order.

BACKGROUND & FINDINGS:

The North Cummings Drive Rehabilitation Project (From Hwy. 67 to City Limits) is complete and includes a one-inch level-up plus a 2-inch overlay from Hwy. 67 to the city limits for an amount of $504,254.

Two areas exceeded the original contract quantities. The wedge millings increased from 1,928 LF to 1,965 LF for two driveways not originally on the aerial plans at bid. In the effort to design, advertise, and bid this project within a few days, two driveways were missed on the aerial. Typically, this is surveyed, and we would not rely on the aerial.

Wedge Milling is the process of milling the area where the driveway ties into the roadway so that when the contractor places the level-up and final asphalt, they are level with the adjoining driveway, ensuring a smoother transition from the driveway to the roadway.

The 1-inch level up increased from 983 Tons to 1,106 Tons due to the unlevel base portion of the roadway plus the two additional wedge millings.

N. Cummings is not perfectly flat, so when the contractor performs the level-up, there will be stretches where the roadway will be depressed in elevation. For the contractor to level up these areas, it required more than 1 inch of level-up asphalt to ensure the final roadway is level and properly shaped. This level-up helps shape the roadway and provides a crown for drainage. The total change order is approximately 3.6% of the total contract or $19,350.

FINANCIAL IMPACT

The final cost of this project's construction is $523,604.

RECOMMENDATION:

Staff recommends authorizing the change order and allowing the City Manager to execute the change order.

MANAGEMENT REVIEW:

Paul DeBuff, City Manager

ATTACHMENTS:

None

City Council Meeting Management Report
Meeting Date: August 18, 2025
Contact: Donielle Suber, Administrative Services Director

AGENDA ITEM:
Consideration and action related to an Interlocal Agreement with Johnson County for Public Improvement District Assessment Collections.

BACKGROUND & FINDINGS:
The City of Alvarado is proposing to enter into an Interlocal Cooperative Agreement with Johnson County establishing the terms under which the County will assist the City in billing and collecting Public Improvement District (PID) assessments. As part of this agreement, the County agrees to collect PID assessments on behalf of the City through its existing property tax collection system. This cooperation will ensure accurate and timely collection while streamlining operations and reducing administrative costs for both entities.

Additionally, this agreement establishes compliance with applicable state laws, particularly Texas Local Government Code Chapter 791, which governs interlocal cooperation. By establishing this partnership, Johnson County and the City aim to enhance service delivery, improve financial management, and support infrastructure development within the Public Improvement Districts (PIDs).

RECOMMENDATION:
Staff recommends City Council approve the Interlocal Agreement with Johnson County for Public Improvement District Assessment Collections.

FINANCIAL COST:
Fees associated with this agreement will be paid from PID annual installment revenues and will not impact the City's general fund.

MANAGEMENT REVIEW:
Paul DeBuff, City Manager

ATTACHMENTS:
Interlocal Agreement between Johnson County and the City of Alvarado

THE STATE OF TEXAS §

COUNTY OF JOHNSON §

INTERLOCAL COOPERATION AGREEMENT FOR PUBLIC IMPROVEMENT DISTRICT ASSESSMENT COLLECTION BETWEEN JOHNSON COUNTY, TEXAS AND THE CITY OF ALVARADO

THIS AGREEMENT is made and entered into this _____________ day of _________, 2025, by and between **JOHNSON COUNTY**, a political subdivision of the State of Texas, hereinafter referred to as "**COUNTY**," and the City of Alvarado, JOHNSON County, Texas**,** also a political subdivision of the State of Texas, hereinafter referred to as "**CITY."**

WHEREAS, COUNTY and **CITY** mutually desire to be subject to the provisions of V.T.C.A. Government Code, Chapter 791, the Interlocal Cooperation Act; and

WHEREAS, pursuant to Chapter 372 of the Texas Local Government Code, Subchapter A, **CITY** has created and may create in the future Public Improvement Districts, hereinafter all referred to collectively as "**DISTRICT**," and has levied and will levy special assessments on properties within the boundaries of the **CITY,** and;

WHEREAS, pursuant to § 372.0175 of the Texas Local Government Code**, CITY** has the authority to contract with the **COUNTY** to perform the duties of **CITY** relating to collection of special assessments levied by **DISTRICT** under Chapter 372, Subchapter A; and

NOW THEREFORE, COUNTY and **CITY,** for and in consideration of the mutual promises, covenants, and agreements herein contained, do agree as follows:

I.

The effective date of this Agreement shall be the 1st day of _______________, 2025. The term of this Agreement shall be for a period of one year, from ___________________, to and through _______________________. This Agreement shall be automatically renewed for additional one (1) year terms at the discretion of the COUNTY and CITY, unless written notice of termination is provided each year by the terminating party prior to one hundred-fifty (150) days of the anniversary date of this Agreement. CITY agrees to deliver this agreement no later than September 17, 2025, in a manner required by COUNTY to fully execute said collection services by COUNTY.

II.

For the purposes and consideration herein stated and contemplated, **COUNTY** shall provide the following necessary and appropriate services for **CITY** to the maximum extent authorized by this Agreement, without regard to race, sex, religion, color, age, disability, or national origin:

1. **COUNTY**, by and through its duly qualified tax assessor-collector, shall collect **DISTRICT** assessments. **CITY** does hereby expressly authorize **COUNTY** and **COUNTY** agrees to do and perform for **CITY** all acts necessary and proper to collect said **DISTRICT** assessments**. COUNTY** agrees to collect base assessments, penalties, interest, and attorney's fees.

2. **COUNTY** agrees to prepare and mail all assessment statements (included on the tax statement for each parcel, provide monthly collection reports to **CITY,** maintain both current and delinquent assessment rolls, disburse assessment monies to **CITY** weekly (business day) based on assessment postings, and to develop and maintain such other records and forms as are necessary or required by State law, rules or regulations.

3. If **COUNTY** determines, based on **DISTRICT** assessment roll, that a person erred in paying a **DISTRICT** assessment by making a duplicate payment or payment on the wrong account, **COUNTY** agrees to refund the payment to the person who erred in making it from current **DISTRICT** assessment collections. **COUNTY** agrees that such refund will be made as soon as practicable after **COUNTY** discovers the erroneous payment. The refund shall be accompanied by a description of the property subject to the assessment sufficient to identify the property. If the property is assigned an account number, **COUNTY** shall include that number.

4. If **COUNTY** determines, based on **DISTRICT** assessment roll, that there has

been an overpayment of a **DISTRICT** assessment, **COUNTY** will issue to the owner, from current **DISTRICT** assessment collections, a refund of the overpayment.

5. **COUNTY** further agrees to furnish written reports monthly to keep **CITY** informed of collections.

6. **CITY** agrees to promptly deliver to **COUNTY** all records that it has accumulated and developed in the collection of assessments, and to cooperate in furnishing or locating any other information and records needed by **COUNTY** to perform its duties under the terms and conditions of this Agreement.

7. **COUNTY** agrees to allow an audit of the assessment collection records of **CITY** in **COUNTY'S** possession during normal working hours with at least 48 hours advance, written notice to **COUNTY**. The expense of any and all such audits shall be paid by **CITY**. A copy of any and all such audits shall be furnished to **COUNTY.**

III.

COUNTY hereby designates the Johnson County Tax Assessor/ Collector to act on behalf of the County Tax Office and to serve as Liaison for **COUNTY** with **CITY.** The County Tax Assessor/Collector, and/or his/her designee, shall ensure the performance of all duties and obligations of **COUNTY**; shall devote sufficient time and attention to the execution of said duties on behalf of **COUNTY** in full compliance with the terms and conditions of this Agreement; and shall provide immediate and direct supervision of the County Tax Office employees, agents, contractors, subcontractors, and/or laborers, if any, in the furtherance of the purposes, terms and conditions of this Agreement for the mutual benefit of **COUNTY** and **CITY.**

IV.

It is understood and agreed between **COUNTY** and **CITY** that the **CITY**, in performing its obligations hereunder, is acting independently, and the **COUNTY** assumes no responsibility or liabilities in connection therewith to third parties. It is further understood and agreed between **COUNTY** and **CITY** that the **COUNTY**, in performing its obligations hereunder, is acting independently, and the **CITY** assumes no responsibilities in connection therewith to third parties. Nothing in this **AGREEMENT** is intended to benefit any third party beneficiary. **CITY** agrees that it will protect, defend, indemnify, and hold harmless **COUNTY** and all of its officers, agents, and employees from and against all claims, demands, causes of action, damages, judgments, losses and expenses, including attorney's fees, of whatsoever nature, character, or description that any person or entity has or may have arising from or on account of any injuries or damages received or sustained by person, persons, or property, on account of or arising out of, or in connection with the performance of the services, including without limiting the generality of the foregoing, any negligent act or omission of the **CITY** or any employee, officer, agent, subcontractor, servant, invitee, or assignee of the **CITY** in the execution or performance of this **AGREEMENT**. This provision shall survive the termination of this **AGREEMENT**.

COUNTY accepts responsibility for the acts, negligence, and/or omissions of all **COUNTY** employees and agents, sub-contractors and /or contract laborers, and for those actions of other persons doing work under a contract or agreement with **COUNTY** to the extent allowed by law.

V.

CITY accepts responsibility for the acts, negligence, and/or omissions of all **CITY** employees and agents, sub-contractors and/or contract laborers, and for those of all other persons doing work under a contract or agreement with **CITY** to the extent allowed by law**.**

VI.

CITY understands and agrees that **CITY,** its employees, servants, agents, and representatives shall at no time represent themselves to be employees, servants, agents, and/or representatives of **COUNTY. COUNTY** understands and agrees that **COUNTY**, its employees, servants, agents, and representatives shall at no time represent themselves to be employees, servants, agents, and/or representatives of **CITY.**

VII.

For the services rendered during the assessment year, **CITY** agrees to pay **COUNTY** for the receipting, bookkeeping, issuing, and mailing of assessment statements as follows:

1. The current assessment statements will be mailed in October or as soon thereafter as practical. If **CITY** does not provide **COUNTY** with an assessment roll identifying the assessments levied by **CITY's** governing body under Local Government Code Section 372.017 on or before September 10, of each year, **COUNTY** may charge $2.00 per tract, in addition to the other charges listed below. The assessment roll is to be in the form of a spreadsheet as required by the Tax Assessor/Collector and delivered to the Tax Assessor/Collector; delivery may be by email attachment, or File Transfer Protocol**.** All assessments become due on receipt of the tax statement each year. **Assessment roll is to be accompanied by the governing body resolution for each assessment year.** If the assessment roll is timely, the fee for this service and for the notices listed below will be a rate not to exceed $1.20 per tract for properties on the Johnson County tax roll and $2.00 per tract for accounts outside the county. The **CITY** will also pay an annual $2,500 administrative fee to cover costs of administering these processes.

2. All collections will be collected under the provisions of the Tax Code as if the assessment were an ad valorem tax.

3. All unpaid assessments become delinquent on February 1st of the year following the assessment year. Penalty and interest fees accrue at the same rate and time schedule as the same year's ad valorem property tax. (Tax Code, Section 31.02(a), and 33.01(a))**.**

4. Delinquent assessment collection will be handled by the **CITY'S** delinquent tax attorney and subject to the **CITY's** contract with said attorney as are delinquent taxes. (Tax Code, Sections 6.30, 33.07, 33.08, 33.11, and 33.48)

5. An additional notice will be sent during the month of March following the initial mailing for delinquent accounts.

6. At least 30 days, but no more than 60 days, prior to July 1st, and following the initial mailing, a delinquent assessment statement meeting the requirements of Section 33.07 of the Texas Property Tax Code will be mailed to the owner of each parcel having delinquent assessments.

7. For accounts which become delinquent on or after June 1st and in which a 33.07 notice was not mailed, **COUNTY** shall mail a delinquent tax statement meeting the requirements of Section 33.08 of the Texas Property Tax Code to the owner of each parcel having delinquent assessments.

8. In the event **DISTRICT** levies a supplemental assessment by order of its governing body after the assessment statements have already been mailed, **CITY** shall provide **COUNTY** with an updated assessment roll identifying the assessments levied by **DISTRICT'S** governing body under Local Government Code Section 372.017, as corrected by any supplemental assessments levied by its governing body under Section 372.019. **COUNTY** will mail corrected statements to the owner of each affected parcel. County will charge a fee for preparing and mailing corrected statements and said fee will be at a rate not to exceed $1.20 per tract for properties on the Johnson County tax roll and $2.00 per tract for accounts outside the county. **Supplemental Assessment Roll will be accompanied by a resolution passed by the governing body authorizing the supplemental assessment(s).**

9. **CITY** understands and agrees that **COUNTY** will, no later than May 31, invoice the City for the services provided. If any supplemental assessments are made they will be invoiced within 60 days of receipt of the assessments.

CITY further understands and agrees that **COUNTY** (at its sole discretion) may increase or decrease the amounts charged to **CITY** for any renewal year of this Agreement as a result of changes in postage, printing or other unforeseen cost, provided that **COUNTY** gives written notice to **CITY** sixty (60) days prior to the expiration date of any term of the Agreement.

VIII.

COUNTY agrees to remit all assessments, incurred collection penalties, and incurred collection interest collected on behalf of **CITY** and to deposit such funds into the **CITY** depositories, as designated:

1. For deposits of assessments and any penalties and interest accrued thereon by Tax Code 33.01, payment shall be by ACH to **CITY** depository accounts only. Only in the event of failure of electronic transfer protocol will a check for deposits of assessments, penalty and interest be sent by mail to **CITY.**

2. In anticipation of renewal of this Agreement, **COUNTY** further agrees that deposits will be made weekly. It is expressly understood, however, that this obligation of **COUNTY** shall not survive termination of this Agreement, whether by termination by either party or by failure of the parties to renew this Agreement.

3. In event that **COUNTY** experiences shortage in collections as a result of an outstanding refund, the **CITY** agrees a payment in the amount of shortage shall be made by check or ACH to **COUNTY** within 15 days after notification of such shortage.

IX.

In the event of termination, the withdrawing party shall be obligated to make such payments as are required by this Agreement through the balance of the assessment year in which notice is given. **COUNTY** shall be obligated to provide services pursuant to this Agreement, during such period.

X.

This Agreement represents the entire agreement between **CITY** and **COUNTY** and supersedes all prior negotiations, representations, and/or agreements, either written or oral. This Agreement may be amended only by written instrument signed by the governing bodies of both **CITY** and **COUNTY** or those authorized to sign on behalf of those governing bodies. This agreement supersedes any previous agreement between the parties as to collections for Public Improvement Districts.

XI.

Any and all written notices required to be given under this Agreement shall be delivered or mailed to the listed addresses:

COUNTY:

County Judge
Johnson County Courthouse
2 Main Street
Cleburne, Texas 76033
Telephone 817-556-6360

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

XII.

CITY hereby designates its City Manager to act on behalf of **CITY**, and to serve as Liaison for **CITY** to ensure the performance of all duties and obligations of **CITY** as stated in this Agreement. **CITY** designee shall devote sufficient time and attention to the execution of said duties on behalf of **CITY** in full compliance with the terms and conditions of this Agreement; shall provide immediate and direct supervision of the **CITY** employees, agents, contractors, subcontractors, and/or laborers, if any, in the furtherance of the purposes, terms and conditions of this Agreement for the mutual benefit of **CITY** and **COUNTY.**

XIII.

In the event that any portion of this Agreement shall be found to be contrary to law, it is the intent of the parties that the remaining portions shall remain valid and in full force and effect to the extent possible.

XIV.

The undersigned officers and/or agents of the parties are the properly authorized officials and have the necessary authority to execute this agreement on behalf of the parties. Each party hereby certifies to the other that any resolutions necessary for this Agreement have been duly passed and are now in full force and effect.

Executed in duplicate originals this ________ day of _____________________ 2025.

COUNTY	**CITY**
BY: ____________________________________	BY: __________________________
Honorable Christopher Boedeker	Honorable
JOHNSON County Judge	Mayor, City of Alvarado
ATTEST:	ATTEST:
BY: ____________________________________	BY: __________________________
April Long	
Johnson County Clerk	Alvarado City Secretary

APPROVED AS TO FORM AND CONTENT:

____
Scott Porter
Johnson County
Tax Assessor-Collector

City Council Meeting Management Report
Meeting Date: August 18, 2025
Contact: Donielle Suber, Administrative Services Director

AGENDA ITEM:
Consideration and action related to City of Alvarado - Ordinance No. 2025-0018; an Ordinance of the City of Alvarado, Texas, approving the 2025-2026 Annual Service and Assessment Plan and Assessment Update for the Lone Oak Public Improvement District.

BACKGROUND & FINDINGS:
Under Chapter 372 of the Texas Local Government Code the PID Act, the City is authorized to establish Public Improvement Districts (PIDs) to fund infrastructure and improvements benefiting specific areas. In response to a petition, received from the Lone Oak property owners, the City held a public hearing and adopted Resolution R2021-008, on October 18, 2021, creating the PID. Additionally, on May 19, 2025, Council approved Ordinance 2025-0010, establishing the Service and Assessment Plan (SAP) for Improvement Area #1 with the Lone Oak PID.

Staff is now seeking Council approval for the 2025-26 Annual Service Plan Update, which outlines the updated assessment roll and ongoing service and improvement obligations for the PID. The update ensures continued compliance with the PID Act and reflects the City's commitment to transparency, proper funding, and administration of the district. Upon approval, the ordinance will take immediate effect and be filed with Johnson County.

FINANCIAL IMPACT:
N/A

RECOMMENDATION:
Staff recommends City Council approve Ordinance No. 2025-0018, approving the 2025-2026 annual service plan to the Service and Assessment Plan for the Lone Oak Public Improvement District Improvement Area #1 Project and providing an effective date.

MANAGEMENT REVIEW:
Paul DeBuff, City Manager

ATTACHMENTS:
Ordinance No. 2025-0018

ORDINANCE NO. 2025-0018

AN ORDINANCE APPROVING THE 2025-26 ANNUAL SERVICE AND ASSESSMENT PLAN UPDATE FOR THE LONE OAK PUBLIC IMPROVEMENT DISTRICT

WHEREAS, the City of Alvarado (the "City") is authorized pursuant to Texas Local Government Code, Chapter 372, as amended (the "PID Act") to create public improvement districts for the purposes described therein; and

WHEREAS, the City received a petition (the "Petition") requesting the creation of the Lone Oak Public Improvement District (the "PID); and

WHEREAS, on October 18, 2021, the City held a public hearing then passed and adopted Resolution R2021-008 establishing the Lone Oak Public Improvement District in accordance with the PID Act; and

WHEREAS, on May 19, 2025, the City passed and adopted Ordinance 2025-0010 approving a Service and Assessment Plan (the "SAP") for Improvement Area #1 of the PID;

WHEREAS, the City Council of the City wishes to approve the 2025-26 Annual Update of the SAP (the "Annual Service Plan Update") for the PID.

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

Section 1. The facts recited in the preamble hereto are found to be true and correct.

Section 2. The Lone Oak Public Improvement District Annual Service Plan Update (Assessment Year 9/1/2025-8/31/2026), attached to this Ordinance as Exhibit A, is hereby approved and adopted on behalf of the PID.

Section 3. All Ordinances, and agreements and parts of Ordinances and agreements in conflict herewith are hereby repealed to the extent of the conflict only.

Section 4. It is hereby found and determined that the meeting at which this Ordinance was passed was open to the public and that advance public notice of the time, place and purpose of said meeting was given as required by law. The Ordinance shall become effective immediately upon passage. The City Secretary shall cause this Ordinance to be filed with the City clerk in each City in which all or a part of the PID is located not later than seven (7) days after the date the governing body of the City approves this Annual Service Plan Update.

PASSED AND ADOPTED on the ______________ day of _____________________, 2025.

____
Mayor

ATTEST:

____
City Secretary

LONE OAK
PUBLIC IMPROVEMENT DISTRICT

CITY OF ALVARADO, TEXAS

ANNUAL SERVICE PLAN UPDATE
(ASSESSMENT YEAR 9/1/25 - 8/31/26)

AS APPROVED BY CITY COUNCIL ON:
AUGUST 18, 2025

PREPARED BY:

MUNICAP, INC.
PUBLIC FINANCE

LONE OAK
PUBLIC IMPROVEMENT DISTRICT

ANNUAL SERVICE PLAN UPDATE
(ASSESSMENT YEAR 9/1/25 – 8/31/26)

TABLE OF CONTENTS

I. Introduction

The Lone Oak Public Improvement District (the "PID") was created pursuant to the PID Act and a resolution of the City Council of Alvarado, Texas (the "City" and the "City Council", respectively) on October 18, 2021 to finance certain public improvement projects for the benefit of the property in the PID.

On May 19, 2025, the City approved issuance of the City of Alvarado, Texas Assessment Revenue Bonds, Series 2025 (Lone Oak Public Improvement District Improvement Area #1 Project) (the "Improvement Area #1 Bonds") in the aggregate principal amount of $5,601,000 were issued to finance, refinance, provide or otherwise assist in the acquisition, construction and maintenance of the public improvements provided for the benefit of the property within Improvement Area #1 of the PID.

A service and assessment plan (the "Service and Assessment Plan") was prepared at the direction of the City identifying the public improvements (the "Authorized Improvements") to be provided by the PID, the costs of the Authorized Improvements, the indebtedness to be incurred for the Authorized Improvements, and the manner of assessing the property in the PID for the costs of the Authorized Improvements. Pursuant to the PID Act, the Service and Assessment Plan must be reviewed and updated annually for the purpose of determining the annual budget for the Authorized Improvements. This document is the annual update of the Service and Assessment Plan for 2025-26 (the "Annual Service Plan Update").

The City also adopted an assessment roll (the "Assessment Roll") identifying the Assessments on each Parcel of Assessed Property within the PID, based on the method of assessment identified in the Service and Assessment Plan. This Annual Service Plan Update also updates the Assessment Roll for Annual Installments to be collected for 2025-26.

Effective September 1, 2021, The Texas legislature passed House Bill 1543 as an amendment to the PID Act, requiring, among other things, (i) all Service and Assessment Plans and Annual Service Plan Updates be approved through City ordinance or order to be filed with the county clerk of each county in which all or part of the PID is located within seven days and (ii) include a copy of the notice form required by Section 5.014 of the Texas Property Code (the "PID Assessment Notice") as disclosure of the obligation to pay PID Assessments. In light of these amendments to the PID Act, this Annual Service Plan Update includes a copy of the PID Assessment Notice as Appendix E and a copy of this Annual Service Plan Update will be filed with the county clerk in each county in which all or a part of the PID us located not later than seven (7) days after the date the governing body of the City approves this Annual Service Plan Update.

Section 372.013 of the PID Act, as amended, stipulates that a person who proposes to sell or otherwise convey real property that is located in the PID, except in certain situation described in the PID Act, shall first give to the purchaser of the property a copy of the completed PID Assessment Notice. The PID Assessment Notice shall be given to a prospective purchase before the execution of a binding contract of purchase and sale, either separately or as an addendum or paragraph of a purchase contract. In the event a contract of purchase and sale is entered into without the seller provided the required notice, the purchaser, subject to certain exceptions described in the PID act, is entitled to terminate the contract.

The PID Assessment Notice shall be executed by the seller and must be filed in the real property records of the County in which the property is located at the closing of the purchase and sale of the property.

Capitalized terms shall have the meaning specified in the Service and Assessment Plan unless otherwise defined herein.

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II. UPDATE OF THE SERVICE PLAN

A. UPDATED SOURCES AND USES FOR PUBLIC IMPROVEMENTS

Authorized Improvements Sources and Uses

Pursuant to the Service and Assessment Plan adopted on May 19, 2025, the initial total estimated costs of the Improvement Area #1 Projects were equal to $10,125,542.

Table II-A-1 below summarizes the updated sources and uses of funds required to (1) construct the Improvement Area #1 Projects, (2) establish the PID, and (3) issue the Improvement Area #1 Bonds.

Table II-A-1
Updated Sources and Uses – Improvement Area #1 Projects

Sources of Funds	Initial Estimated Budget[1]	Budget Revisions	Updated Budget	Spent to Date[2]	Remaining to Draw
Par Amount	$5,601,000	$0	$5,601,000	$1,014,563	$4,586,437
Original Issue Discount	($3,535)	$0	($3,535)	$0	($3,535)
Other Funding Sources	$5,555,795	$0	$5,555,795	$0	$5,555,795
Total Sources	**$11,153,261**	**$0**	**$11,153,261**	**$1,014,563**	**$10,138,698**
Uses of Funds					
Major Improvements:					
Roadway Improvements	$86,219	$0	$86,219	$0	$86,219
Sanitary Sewer Improvements	$586,336	$0	$586,336	$0	$586,336
Other Soft and Miscellaneous Costs	$171,069	$0	$171,069	$0	$171,069
Subtotal Major Improvements	*$843,624*	*$0*	*$843,624*	*$0*	*$843,624*
Improvement Area #1 Improvements:					
Roadway Improvements	$3,014,673	$0	$3,014,673	$0	$3,014,673
Water Improvements	$1,412,890	$0	$1,412,890	$0	$1,412,890
Sanitary Sewer Improvements	$1,302,265	$0	$1,302,265	$0	$1,302,265
Drainage Improvements	$1,656,011	$0	$1,656,011	$0	$1,656,011
Other Soft and Miscellaneous Costs	$1,896,080	$0	$1,896,080	$0	$1,896,080
Subtotal Improvement Area #1 Improv.	*$9,281,918*	*$0*	*$9,281,918*	*$0*	*$9,281,918*
Estimated Bond Issuance Costs:					
Debt Service Reserve Fund	$410,893	$0	$410,893	$410,893	$0
Administrative Expenses	$50,000	$0	$50,000	$50,000	$0
Capitalized Interest	$65,756	$0	$65,756	$65,756	$0
Cost of Issuance	$333,040	$0	$333,040	$319,885	$13,155
Underwriter's Discount	$112,020	$0	$112,020	$112,020	$0
Underwriter's Counsel Fee	$56,010	$0	$56,010	$56,010	$0
Subtotal Estimated Bond Issuance Costs	*$1,027,718*	*$0*	*$1,027,718*	*$1,014,563*	*$13,155*
Total Uses	**$11,153,261**	**$0**	**$11,153,261**	**$1,014,563**	**$10,138,698**

1 – According to the Service and Assessment Plan.
2. – Represents Improvement Area #1 Project costs spent to date according to the Trustee's records as of June 30, 2025.

Authorized Improvement Area Cost Variances

As shown in Table II-A-1 on the previous page, there are no significant variances to the Improvement Area #1 Projects aggregate budget as of June 30, 2025.

B. Five Year Service Plan

According to the PID Act, a service plan must cover a period of five years. All of the Authorized Improvements are expected to be built within a period of five years. The anticipated budget for the Improvement Area #1 Projects is shown in Table II-A-1 on the previous page, and the Annual Installments expected to be collected for these costs is shown by Table II-B-1 below.

Table II-B-1
Projected Annual Installments (2025-2031)

Assessment Year Ending 09/01	Projected Annual Installments[1]
2025	$0
2026	$489,898
2027	$490,368
2028	$489,658
2029	$489,819
2030	$489,802
2031	$489,606
Total	**$2,939,149**

1 – Assessment Year ending 2025 represent actual Annual Installments billed. Assessment Year ending 2026 represents projected Annual Installments to be billed and includes projected available fund credits, if any. Assessment Years 2027-2031 represent projected future Annual Installments and do not include any available credits, if any.

C. Status of Development

See Table II-C-1 below for the status of completed single family homes within the PID as of June 30, 2025.

Table II-C-1
Completed Homes[1]

Phase	Lots Anticipated to be Developed	Building Permits Issued	Building Permits Issuance Percentage	Completed Homes	Completed Homes Percentage
Improvement Area #1	253	0	0.00%	0	0.00%
Future Improvement Areas	1,404	0	0.00%	0	0.00%
Total	**1,657**	**0**	**0.00%**	**0**	**0.00%**

1 – According to the City as of June 30, 2025.

See Appendix C for preliminary 2025 assessed values of all Parcels within Improvement Area #1 of the PID.

D. ANNUAL BUDGET

Annual Installments

The Assessment imposed on any Parcel may be paid in full at any time. If not paid in full, the Assessment shall be payable in thirty Annual Installments of principal and interest beginning with the tax year following the issuance of the Improvement Area #1 Bonds, of which twenty-nine (29) Annual Installments remain outstanding.

Pursuant to the Service and Assessment Plan, each Assessment on Assessed Property within the PID shall bear interest at the rate on the Improvement Area #1 Bonds plus 0.5 percent as described below commencing with the issuance of the Improvement Area #1 Bonds. The effective interest rate on the Improvement Area #1 Bonds is 5.71 percent per annum for 2025-26. Pursuant to Section 372.018 of the PID Act, the interest rate for that assessment may not exceed a rate that is one-half of one percent (0.5 percent) higher than the actual interest rate paid on the debt. Accordingly, the effective interest rate on the Improvement Area #1 Bonds plus additional interest of one-half of one percent (6.21 percent) is used to calculate the interests on the Assessments. These payments, the "Annual Installments" of the Assessments, shall be billed by the City in 2025 and will be delinquent on February 1, 2026.

Pursuant to the Service and Assessment Plan, the Annual Service Plan Update shall show the remaining balance of the Assessments, the Annual Installment due for 2025-26 and the Administrative Expenses to be collected from each Parcel (the "Administrative Expenses"). Administrative Expenses shall be allocated to each Parcel pro rata based upon the amount of the Assessments on a Parcel to the total amount of Assessments in the PID that are payable at the time of such allocation. Each Annual Installment shall be reduced by any credits applied under applicable documents including the Service and Assessment Plan and Indenture of Trust, such as capitalized interest and interest earnings on any account balances and by any other funds available to the PID.

Annual Budget for the Repayment of Indebtedness

Debt service will be paid on the Improvement Area #1 Bonds from the collection of the Annual Installments of the Assessments levied against the Assessed Property within the PID. In addition, Administrative Expenses are to be collected with the Annual Installments to pay expenses related to the collection of the Annual Installments. The additional interest collected with the Annual Installments will be used to fund the prepayment and delinquency reserve amounts as described in the Service and Assessment Plan and applicable Indenture of Trust.

Annual Installments to be Collected for 2025-26

The budget for the PID will be paid from the collection of Annual Installments collected for 2025-26 as shown by Table II-D-1 on the following page.

Table II-D-1
Budget for the Annual Installments to be Collected for 2025-26

Description	Improvement Area #1 Bonds
Interest payment on March 1, 2026	$159,946
Interest payment on September 1, 2026	$159,946
Principal payment on September 1, 2026	$91,000
Subtotal debt service on bonds	*$410,893*
Administrative Expenses	$58,000
Additional Interest	$28,005
Subtotal Expenses	*$496,898*
Available Reserve Fund Income	$0
Available Capitalized Interest Funds	$0
Available Administrative Expense Funds	($7,000)
Subtotal funds available	*($7,000)*
Annual Installments	**$489,898**

Debt Service Payments

Annual Installments to be collected for principal and interest include interest due on March 1, 2026 in the amount of $159,946 and on September 1, 2026 in the amount of $159,946, which equal interest on the outstanding Assessments balance of $5,601,000 for six months each and an effective interest rate of 5.71 percent. Annual Installments to be collected include a principal amount of $91,000 due on September 1, 2026. As a result, total principal and interest due for the Improvement Area #1 Bonds in 2025-26 is estimated to be $410,892.

Administrative Expenses

Administrative Expenses include the City, PID audit, Administrator, Trustee, Dissemination Agent, and contingency fees. As shown in Table II-D-2 on the following page, the total administrative expenses to be collected for 2025-26 are estimated to be $58,000.

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Table II-D-2
Administrative Budget Breakdown

Description	2025-26 Estimated Budget (9/1/25-8/31/26)
City	$5,000
PID Audit	$7,500
Administrator	$30,000
Trustee	$4,500
Dissemination Agent	$6,000
Contingency	$5,000
Total	**$58,000**

Additional Interest

Annual Installments to be collected for Additional Interest include the amount of $28,005, which equals 0.5 percent interest on the outstanding Assessments balance of $5,601,000.

Available Reserve Fund Income

As of June 30, 2025, there has been no excess reserve fund income earned above the reserve fund requirement. As a result, there is no excess reserve fund income available to be applied as a credit to reduce the 2025-26 Improvement Area #1 Bonds Annual Installment.

Available Administrative Expense Account

As of June 30, 2025, the balance in the Administrative Expense Fund was $50,000. A portion of the remaining balance is anticipated to be used for current year expenses. As a result, there are $7,000 in funds available in the Administrative Expense Fund to reduce the 2025-26 Annual Installment.

E. Annual Installments per Unit

According to the Service and Assessment Plan, 253 residential units were estimated to be built within Improvement Area #1 of the PID. The Annual Installment due to be collected from each Equivalent Unit within Improvement Area #1 of the PID is shown in Table II-E-1 on the following page.

(remainder of page left intentionally blank)

<u>Table II-E-1</u>
Annual Installment Per Equivalent Unit

Budget Item	Net Budget Amount	Annual Installment per Unit
Principal	$91,000.00	$359.68
Interest	$319,892.50	$1,264.40
Administrative Expenses	$51,000.00	$201.58
Additional Interest	$28,005.00	$110.69
Total	**$489,897.50**	**$1,936.35**

1 – Refer to Table II-D-1 of this report for additional budget details.
2 – Based on the current outstanding 253.00 Equivalent Units.

The list of Parcels within the PID, the number of units to be developed on the current residential Parcels, the corresponding number of Equivalent Units, the total outstanding Assessment, the annual principal and interest, the Administrative Expenses, and the Annual Installment to be collected for 2025-26 are shown in the Assessment Roll Summary attached hereto as Appendix D**.**

F. Bond Refunding Related Updates

The Improvement Area #1 Bonds were issued in June 2025. Pursuant to Section 4.3 of the Indenture of Trust, the City reserves the right and option to redeem the Improvement Area #1 Bonds before their scheduled maturity dates, in whole or in part, on any interest payment date on or after **<u>September 1, 2033</u>**, such redemption date or dates to be fixed by the City, at the redemption prices and dates shown in the Trust Indenture.

The Administrator has conducted a preliminary evaluation of the current refunding market conditions, recent PID bond refunding transactions, and other relevant factors. Based on this preliminary evaluation, the Administrator believes a refunding of the Improvement Area #1 Bonds does not appear viable at this time. The Administrator will continue to monitor the refunding market conditions, applicable PID bond refunding transactions, and other relevant factors to determine if refunding becomes viable in the future and will inform the City accordingly.

(remainder of page left intentionally blank)

III. Update of the Assessment Plan

The Service and Assessment Plan adopted by the City Council provided that the Authorized Improvement Costs shall be allocated to the Assessed Property by spreading the entire Assessment across the Parcels based on the estimated number of units anticipated to be developed within the PID, and that such method of allocation will result in the imposition of equal shares of the Authorized Improvement Costs to Parcels similarly benefited.

This method of assessing property has not been changed and Assessed Property will continue to be assessed as provided for in the Service and Assessment Plan.

(remainder of page is left intentionally blank)

IV. Update of the Assessment Roll

Pursuant to the original Service and Assessment Plan, the Assessment Roll shall be updated each year to reflect:

> (i) the identification of each Parcel (ii) the Assessment for each Parcel of Assessed Property, including any adjustments authorized by this Service and Assessment Plan or in the PID Act; (iii) the Annual Installment for the Assessed Property for the year (if the Assessment is payable in installments); and (iv) payments of the Assessment, if any, as provided by Section VII.C of the Service and Assessment Plan.

The Assessment Roll summary is shown in Appendix D. Each Parcel in the PID is identified, along with the outstanding Assessment on each Parcel, and the Annual Installment to be collected from each Parcel. Assessments are to be reallocated for the subdivision of any Parcels.

A. Parcel Updates

According to the Service and Assessment Plan, upon the subdivision of any Parcel, the Administrator shall reallocate the Assessment for the Parcel prior to the subdivision among the new subdivided Parcels according to the formula shown in the Service and Assessment Plan.

According to the Service and Assessment Plan, upon the subdivision of any Parcel, the Administrator shall reallocate the Assessment for the Parcel prior to the subdivision among the new subdivided Parcels according to the following formula:

$$A = B \times (C \div D)$$

Where the terms have the following meanings:

A = the Assessment for each new subdivided Parcel.

B = the Assessment for the Parcel prior to subdivision.

C = the estimated number of Equivalent Units to be built on each newly subdivided Parcel

D = the sum of the estimated number of Equivalent Units to be built on all of the new subdivided Parcels

The calculation of the estimated number of Equivalent Units to be built on a Parcel shall be performed by the Administrator and confirmed by the City Council based on the information available regarding the use of the Parcel. The estimate as confirmed shall be conclusive. The number of Equivalent Units to be built on a Parcel may be estimated by net land area and reasonable density ratios.

B. Prepayment of Assessments

According to the Trustee, there have been no Assessment prepaid as of June 30, 2025.

See Appendix D for additional details regarding Assessment prepayments.

The complete Assessment Roll is available for review at the Alvarado City Hall, located at 104 W. College Avenue, Alvarado, Texas 76009.

(remainder of page left intentionally blank)

APPENDIX A
PID MAP

NEIGHBORHOOD DATA

LOT SIZE	45' X 120'	50' X 120'	TOTAL
PHASE 1	0	253	253
PHASE 2	182	181	363
PHASE 3	149	169	318
PHASE 4	118	127	245
PHASE 5	244	234	478
TOTAL	693	964	1657

LEGEND

- OPEN SPACE (43.0 ACRES+/-)
- CONCEPTUAL TRAIL LOCATIONS

DATA SOURCES

BOUNDARY:	
ON-THE-GROUND SURVEY (Digital)	
IMAGE OF SURVEY	■
WEB BASED/PUBLIC INFORMATION	
ENCUMBERANCES:	
TITLE REPORT/SCHEDULE B	
WEB BASED/PUBLIC INFORMATION	■
TOPOGRAPHY:	
ON-THE-GROUND SURVEY	
VARGAS AERIAL TOPOGRAPHY	
OTHER SOURCE (USGS, NCTCOG)	■
100 YEAR FLOOD PLAIN:	
FLOOD STUDY	
FEMA MAPS	■
WEB BASED/PUBLIC INFORMATION	
JURISDICTIONAL WATERS:	
ON-THE-GROUND ANALYSIS	
WEB BASED/PUBLIC INFORMATION	■

0 200 400 800
1"=400'
N
JAN 31, 2025
BBC010

LONE OAK

CONCEPT PLAN
ALVARADO, TEXAS
JBI PARTNERS

APPENDIX B
PREPAID PARCELS

Lone Oak Public Improvement District
Prepayments

Parcel ID	Bonds	Date Received
TOTAL	$0.00	

<u>APPENDIX C</u>
ASSESSED VALUE OF THE PID

Lone Oak Public Improvement District
Assessed Value

	Parcel Count	2025 Assessed Value[1]
All Parcels	4	$127,634
Total		**$127,634**

1 - Reflects 2025 preliminary net appraised value per JCAD online records (preliminary values include full acreage of all Parcels listed).

APPENDIX D
ASSESSMENT ROLL SUMMARY – 2025-26

Assessment Roll Summary
2025-26

Parcel	Lot Size	Original Equivalent Unit	Outstanding Equivalent Unit	Outstanding Assessment	Principal	Interest	Additional Interest	Adminstrative Expense	Annual Installment
126.0150.00150 (partial) 126.0150.00152 126.0625.00840 (partial) 126.0625.00841	50 FT	253.00	253.00	$5,601,000.00	$91,000.00	$319,892.50	$28,005.00	$51,000.00	$489,897.50
Total		**253.00**		**$5,601,000.00**	**$91,000.00**	**$319,892.50**	**$28,005.00**	**$51,000.00**	**$489,897.50**

APPENDIX E
PID ASSESSMENT NOTICE

APPENDIX E
Form of Homebuyer Disclosure

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO
CITY OF ALVARADO, TEXAS
CONCERNING THE FOLLOWING PROPERTY

[insert property address]

As the purchaser of the real property described above, you are obligated to pay assessments to the City of Alvarado, Texas (the "City"), for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within the Lone Oak Public Improvement District No.2 Project (the "District") created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from the City. The exact amount of each annual installment will be approved each year by the City Council in the Annual Service Plan Update for the District. More information about the assessments, including the amounts and due dates, may be obtained from the City or MuniCap, Inc., the District Administrator for the City, located at 600 E. John Carpenter Fwy, Suite 150, Irving, Texas 75062 and available by telephone at (469) 490-2800 or (866) 648-8482 (toll free) and email at txpid@municap.com.

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

Date: ___________________

___________________________________	_________________________________
Signature of Purchaser	Signature of Purchaser

STATE OF TEXAS §
§
COUNTY OF ___________ §

The foregoing instrument was acknowledged before me by ______________________ and _________________, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed, in the capacity stated and as the act and deed of the above-referenced entities as an authorized signatory of said entities.

Given under my hand and seal of office on this _________________, 20__.

____
Notary Public, State of Texas

City Council Management Report

Meeting Date: August 18, 2025
Contact: Hillary Cromer

AGENDA ITEM

First reading of City of Alvarado - Resolution R2025-0035; A Resolution of the City of Alvarado, Texas, approving the Alvarado Economic Development Corporation's authorization of a $150,000 economic development incentive for United Southwest Components and ratifying the Board's direction for the Economic Development Director and/or City Manager to negotiate and execute the agreement.

BRIEF PUBLIC OVERVIEW

United Southwest Components (USWC) established operations in Alvarado on September 1, 2025 and currently employs 37 full-time individuals. The company is experiencing rapid growth, and in preparation for its expansion, USWC must construct a new laydown yard. Per City Code requirements, the project must include installation of fencing, landscaping, a topography survey, an engineered drainage plan, and engineered construction plans.

Initially, USWC anticipated spending approximately $150,000 on improvements. However, due to City Code standards and associated design requirements, the total estimated cost has now doubled to about $300,000. This significant cost increase has created budget constraints for the business.

Request for Assistance

USWC approached the Alvarado Economic Development Corporation (EDC) requesting a grant to help offset unanticipated additional project costs. At its August 28 meeting, the EDC Board approved authorizing the Economic Development Director and/or City Manager to negotiate and execute an agreement for a $150,000 incentive. The Board determined the request aligns with the EDC's mission to support existing businesses and promote job creation and retention in Alvarado. The agreement will include a clawback provision if the required jobs are not created, and the incentive will not be disbursed until all improvements have been completed.

Project Impact

This project will:

- Support the continued expansion of a major manufacturing employer in Alvarado.
- Contribute to job retention and job creation of 40 to 55 additional full-time employees by the end of 2027.
- Enhance the visual appearance of a manufacturing property located along U.S. Highway 67.

Next Steps

The EDC Board has approved the project, and City Council authorization is now required to finalize the incentive agreement. In accordance with statutory requirements, a Resolution must be read twice in Public Session before Council may take action.

Funding

The project would be funded by the Alvarado EDC's portion of sales tax revenue dedicated to supporting job growth, business retention, and economic development improvements.

MANAGEMENT REVIEW

Paul DeBuff, City Manager

ATTACHMENTS

Resolution 2025-0035

CITY OF ALVARADO, TEXAS
RESOLUTION NO. R2025-0035

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ALVARADO, TEXAS, AUTHORIZING THE ALVARADO ECONOMIC DEVELOPMENT CORPORATION TO ENTER INTO A PERFORMANCE AGREEMENT WITH USWC; PROVIDING FOR TWO READINGS IN OPEN SESSION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Alvarado Economic Development Corporation ("EDC"), a Type B corporation established under the Texas Development Corporation Act, has as its purpose the promotion and development of new and expanded business enterprises to promote job creation, retention, and economic growth within the City of Alvarado; and

WHEREAS, United Southwest Components, located at 1201 US-67, Alvarado, TX 76009, established operations in Alvarado on September 2024 and currently employs 37 individuals; and

WHEREAS, United Southwest Components is expanding operations and, in preparation for this growth, must construct a new laydown yard requiring, pursuant to City Code, the installation of fencing, landscaping, a topography survey, an engineered drainage plan, and engineered construction plans; and

WHEREAS, the original estimated project cost of approximately $150,000 has increased significantly to approximately $300,000 due to City Code requirements, creating budget constraints for the business; and

WHEREAS, United Southwest Components has requested grant assistance from the EDC to help offset the additional costs; and

WHEREAS, the EDC Board of Directors, at its regular meeting on August 28, 2025, approved an incentive with United Southwest Components, finding that the project supports an existing manufacturing business, promotes job retention and creation, and improves the appearance of a manufacturing property located along U.S. Highway 67; and

WHEREAS, the incentive will be funded through the EDC's portion of sales tax revenue dedicated to economic development purposes; and

WHEREAS, pursuant to Texas Local Government Code Chapter 505, a Resolution of the City Council authorizing the EDC to proceed with this project must be read twice in open session prior to final approval;

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

1. The City Council hereby authorizes the Alvarado Economic Development Corporation to enter into a performance agreement with USWC in an amount not to exceed **$150,000** for the purpose of assisting with the construction of a new laydown yard, including fencing,

landscaping, topography survey, and engineered drainage and construction plans, in accordance with the terms approved by the EDC Board of Directors.

2. This Resolution shall be read twice in open session prior to final adoption, in accordance with Texas Local Government Code Chapter 505.

3. This Resolution shall take effect immediately upon its adoption following the second reading.

READ AND CONSIDERED ON FIRST READING this ___ day of __________, 2025.

READ, CONSIDERED, AND ADOPTED ON SECOND READING this ___ day of __________, 2025.

PASSED AND APPROVED this ___ day of __________, 2025.

CITY OF ALVARADO, TEXAS

By: ________________________________
Mayor Jacob Wheat

ATTEST:

____

Bobbie Jo Taylor, City Secretary

Roof Truss Components

Open web roof trusses for residential and commercial building projects. Designed and engineered to fit the specifications and architectural style and manufactured to provide reliability and durability. Manufactured in our state-of-the-art plant for delivery and installation on site.

LEARN MORE ❯

Floor Truss Components

Our custom designed and expertly manufactured wood floor trusses provide reliable structural support. Engineered, manufactured and installed to bear weight evenly and to meet or exceed the required structural loads for residential, commercial and multifamily construction projects throughout the Southwest.

LEARN MORE ❯

City Council Meeting Management Report
Meeting Date: August 18, 2025
Contact: Justin French, Community Development Director

AGENDA ITEM:
Consideration and action related tothe application of HMH Eagle Glen Land, LLC for approval of the Eagle Glen North Addition Phase 1b final plat on 21.133 acres known as tracts and portions of tracts out of the Andrew Spiva Survey, A-770, approximately addressed at 347 Rock Sparrow Lane and 1200 E. Hwy 67.

BACKGROUND & FINDINGS:
The final plat application was submitted and deemed administratively complete on July 31, 2025. Per Section 34-36.d of the Alvarado subdivision ordinance, the City Council shall:

(1) Act within 30 days after the filing of plat,
(2) Take one of the following actions.
    a. Approve.
    b. Approve with conditions.
    c. Disapprove with reasons.

The Future Lane Use (FLU) map within the Alvarado Comprehensive Plan designates the subject site for Low Density Residential. The proposed plat is consistent with the City's FLU map, the City's development agreement with History Maker Homes, and the Eagle Glen North Planned Development District zoning.

FINANCIAL IMPACT:
None.

RECOMMENDATION:
On August 14, 2025, the Planning and Zoning Commission recommended Council approve the Eagle Glen North Phase 1B final plat as stated in the attached letter.

MANAGEMENT REVIEW:
Paul DeBuff, City Manager

ATTACHMENTS:
Application
Location Map
Draft Letter of Approval
Final Plat
Engineering Plans (Available Upon Request)

City of **Alvarado** Texas

PLAT APPLICATION

Office Use Only

Clerk: Pkay Project#: 2025-0466

Fee: $ 9730.00

Date Pd: 7-31-25 Check# or Cash: 147

Receipt#: 418715 Received by: Pkay

Please submit all plat documents and ensure they are in compliance with the City of Alvarado Subdivision Ordinance.

Type of Plat

☐ **Preliminary Plat** ☑ **Final Plat** ☐ **Plat Revision** ☐ **Administrative Plat**

Title of Plat: Final Plat of Eagle Glen North Phase 1B

Total Lots: 133 Resid. & 1 HOA Total Acres: 21.133 Current Zoning: PD Ordinance No. 2021-0332

Subdivision Name: Eagle Glen North Lots: 133 Block(s): C, D, E, F, G, H, I

Survey Name(s): Andrew Spiva Survey Abstract No.(s): 770 Tract(s): N/A

Address/Location: South of US Hwy 67 at the intersection of CR 503

Applicant

Company or Name: HMH Eagle Glen Land, LLC

Contact Name: Rob McClain

Address: 1038 Texan Trail City: Grapevine State: Texas Zip: 76051

Telephone: (972) 754-2948 Email: rob.mcclain@jabezdevelopment.com

Owner (If Different)

Company or Name: ______

Contact Name: ______

Address: ______ City: ______ State: ______ Zip: ______

Telephone: ______ Email: ______

I further understand that this request will be placed on the appropriate Planning & Zoning Commission and City Council agendas and must meet requirements of the Subdivision Regulations. All plats must be accepted in writing. A plat is not considered filed until accepted by the City Council.

Signature of Applicant, Owner, or Authorized Agent

6/23/25

Date

Planning Official

Fee: $

Date of P&Z Meeting

Date of Council Meeting

Signature of Planning Official

"FOR OFFICE USE ONLY"

Received By

Date Received

Date Approved


Phase 1a
Phase 1c
Phase 1b
Eagle Glen North Addition
E US HIGHWAY 67
W US HIGHWAY 67
Alvarado Seventh-day Adventist Church
Quikrete
Game On Sports Bar
Custom Truck One Source
Tuxedo Distributors
Alvarado Hay & Feed
Locke Solutions
American Film & Printing
Welborn Auto Repair
U-Turn Services
Johnson County Tax Office - Alvarado...
David's
NIGHTHAWK TRL
KINGBIRD LN
SNOWY OWL DR
IMPERIAL EAGLE RD
RAPTOR RD
ROCK SPARROW LN
Bloomfield Homes at Eagle Glen
Alvarado Elementary South
E DAVIS AVE
LOPEZ DR
500 ft
Esri Community Maps Contributors, Baylor University, Texas Parks & Wildlife, © OpenStreetMap, Microsoft, CONANP, Esri, TomTom, Garmin, SafeGraph, Geo

City of Alvarado
104 W. College Alvarado, TX 76009
817-790-3351 ◆Fax 817-783-7925 ◆www.cityofalvarado.org

August 18, 2025

HMH Eagle Glen Land, LLC
Attn: Rob McClain
1038 Texan Trail
Grapevine, TX 76051
972.754.2948
rob.mcclain@jabezdevelopment.com

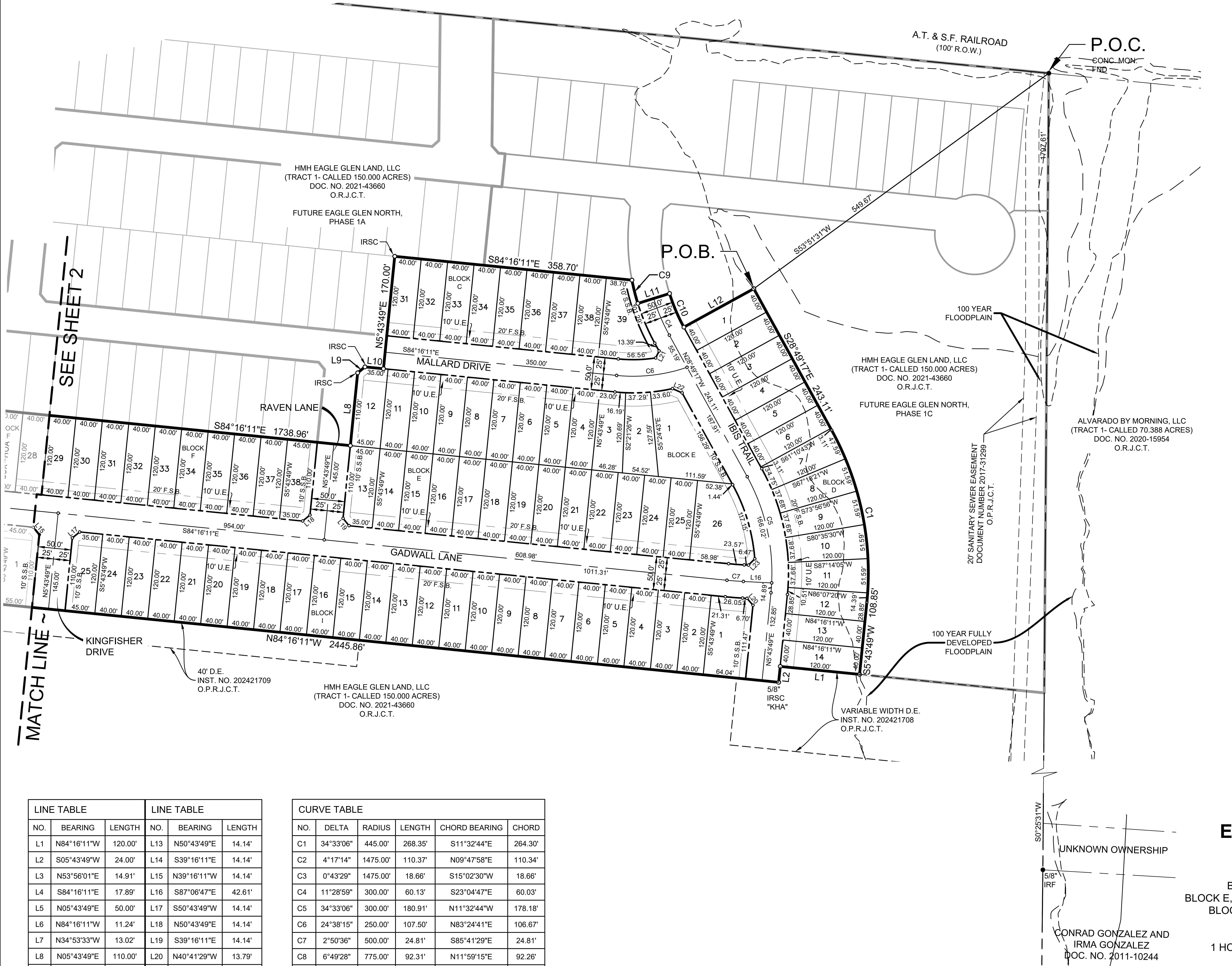
Re: Eagle Glen North Addition Phase 1B Final Plat

This letter is to inform you that on August 18, 2025, the Alvarado City Council at the recommendation of the Alvarado Planning and Zoning Commission approved the final plat for the Eagle Glen North Addition Phase 1B.

Sincerely,

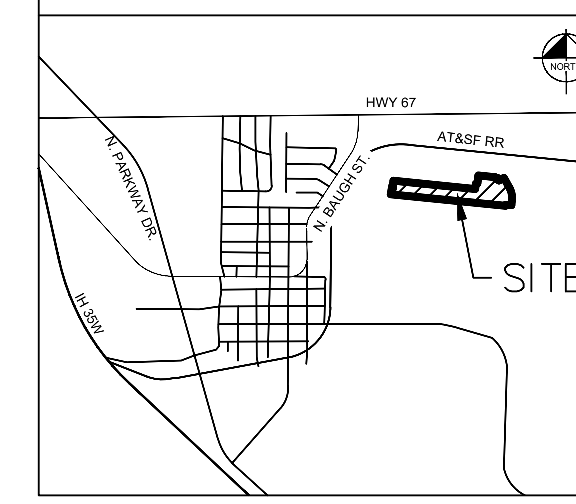
Justin French

Justin French, AICP
Community Development Director
City of Alvarado
104 W. College Ave. | Alvarado, TX 76009
817.790.3351 | 817.240.9585 mobile
frenchj@cityofalvarado.org



VICINITY MAP

N.T.S.



NORTH

GRAPHIC SCALE IN FEET

100 0 50 100 200

1" = 100' @ 24X36

LEGEND

P.O.B.	POINT OF BEGINNING
IRF	IRON ROD FOUND
IRFC	IRON ROD W/ CAP FOUND
IRSC	IRON ROD W/ CAP SET
E.E.	ELECTRIC EASEMENT
U.E.	UTILITY EASEMENT
W.E.	WATER EASEMENT
D.E.	DRAINAGE EASEMENT
S.S.E.	SANITARY SEWER EASEMENT
W.M.E.	WALL MAINTENANCE EASEMENT
F.S.B.	FRONT SETBACK LINE
S.S.B.	SIDE SETBACK LINE
HOA	HOME OWNER'S ASSOCIATION
R.O.W.	RIGHT-OF-WAY
D.R.J.C.T.	DEED RECORDS OF JOHNSON COUNTY, TEXAS
O.R.J.C.T.	OFFICIAL RECORDS JOHNSON COUNTY, TEXAS
	STREET NAME CHANGE

LINE TYPE LEGEND

BOUNDARY LINE
EASEMENT LINE
LOT LINE
ADJOINER LINE
BUILDING SETBACK
ROADWAY CENTERLINE

LINE TABLE

NO.	BEARING	LENGTH
L1	N84°16'11"W	120.00'
L2	S05°43'49"W	24.00'
L3	N53°56'01"E	14.91'
L4	S84°16'11"E	17.89'
L5	N05°43'49"E	50.00'
L6	N84°16'11"W	11.24'
L7	N34°53'33"W	13.02'
L8	N05°43'49"E	110.00'
L9	N50°43'49"E	14.14'
L10	S84°16'11"E	28.00'
L11	N72°39'43"E	50.00'
L12	N61°10'43"E	120.00'

LINE TABLE

NO.	BEARING	LENGTH
L13	N50°43'49"E	14.14'
L14	S39°16'11"E	14.14'
L15	N39°16'11"W	14.14'
L16	S87°06'47"E	42.61'
L17	S50°43'49"W	14.14'
L18	N50°43'49"E	14.14'
L19	S39°16'11"E	14.14'
L20	N40°41'29"W	13.79'
L21	N25°37'00"E	11.63'
L22	N66°08'16"W	15.91'
L23	N44°45'29"E	13.35'

CURVE TABLE

NO.	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD
C1	34°33'06"	445.00'	268.35'	S11°32'44"E	264.30'
C2	4°17'14"	1475.00'	110.37'	N09°47'58"E	110.34'
C3	0°43'29"	1475.00'	18.66'	S15°02'30"W	18.66'
C4	11°28'59"	300.00'	60.13'	S23°04'47"E	60.03'
C5	34°33'06"	300.00'	180.91'	N11°32'44"W	178.18'
C6	24°38'15"	250.00'	107.50'	N83°24'41"E	106.67'
C7	2°50'36"	500.00'	24.81'	S85°41'29"E	24.81'
C8	6°49'28"	775.00'	92.31'	N11°59'15"E	92.26'
C9	6°22'26"	325.00'	36.15'	S14°09'04"E	36.14'
C10	11°28'59"	275.00'	55.12'	S23°04'47"E	55.02'

FINAL PLAT
OF
EAGLE GLEN NORTH PHASE 1B

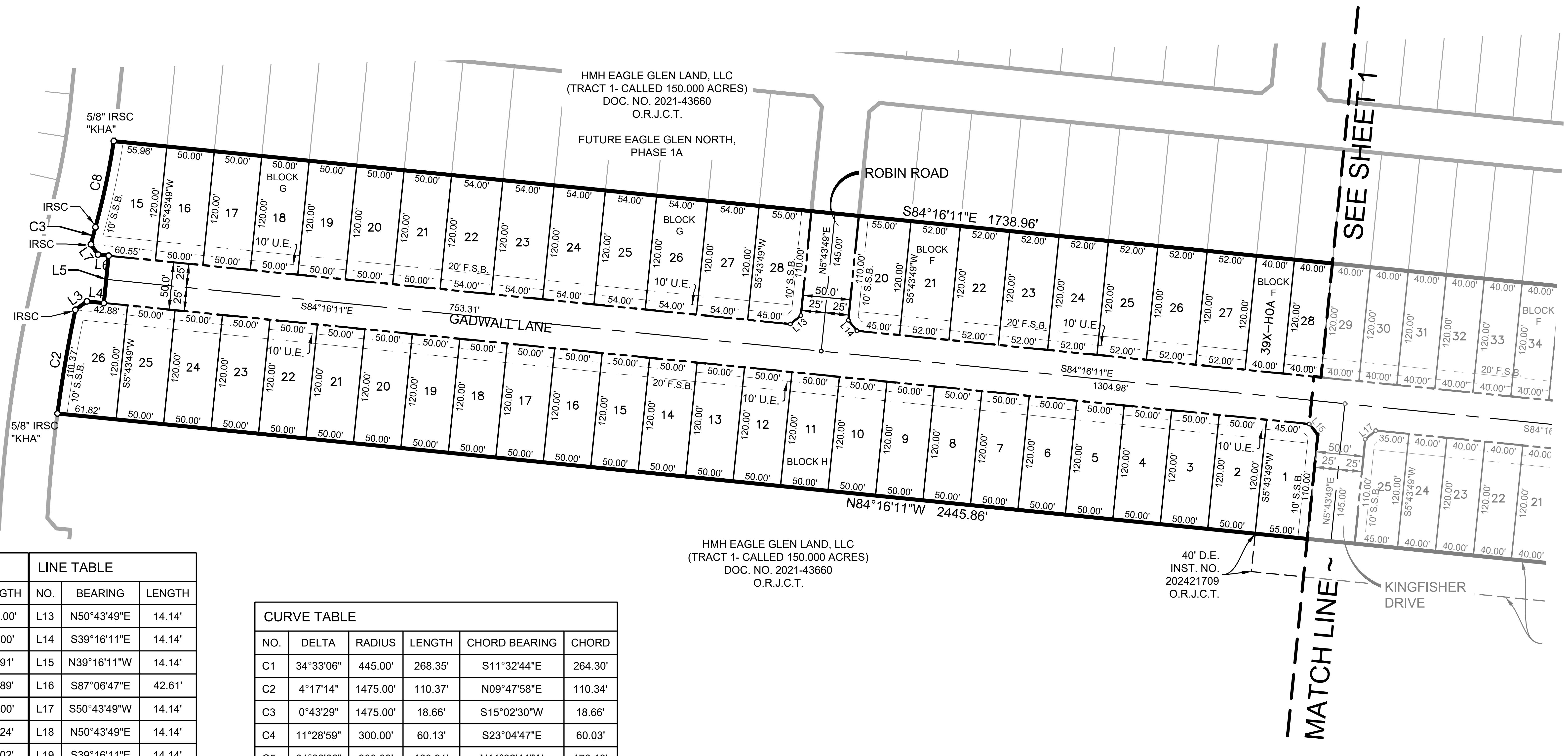
BLOCK C 31-39; BLOCK D, LOTS 1-14;
BLOCK E, LOTS 1-26; BLOCK F, LOTS 20-38, 39X-HOA;
BLOCK G, LOTS 15-28; BLOCK H, LOTS 1-26;
BLOCK I, LOTS 1-25;
133 RESIDENTIAL LOTS
1 HOMEOWNER'S ASSOCIATION LOT(HOA)
BEING 21.133 ACRES IN THE
ANDREW SPIVA SURVEY, ABSTRACT NO. 770
CITY OF ALVARADO, JOHNSON COUNTY, TEXAS

NOTES:

1. All corners are 5/8 inch iron rods with red plastic caps stamped "KHA" unless otherwise noted.
2. All bearings shown are based on grid north of the Texas Coordinate System of 1983, Central Zone (4203), North American Datum of 1983. All dimensions shown are surface distances. To obtain a grid distance, multiply the ground distance by the Project Combined Factor (PCF) of 0.9998800144.
3. All HOA lots are to be owned and maintained by the Homeowner's Association.
4. According to Community Panel No. 48251C0215J, dated December 4, 2012 of the National Flood Insurance Program Map, Flood Insurance Rate Map of Johnson County, Texas, Federal Emergency Management Agency, Federal Insurance Administration, this property is within Zone X, areas determined to be outside the 0.2% annual chance floodplain. This flood statement does not imply that the property and/or the 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.

Kimley»Horn
400 North Oklahoma Dr., Suite 105
Celina, Texas 75009
FIRM # 10194503
Tel. No. (469) 501-2200
www.kimley-horn.com

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 100'	WBD	KHA	07/02/2024	063242411	1 OF 3



LINE TABLE		
NO.	BEARING	LENGTH
L1	N84°16'11"W	120.00'
L2	S05°43'49"W	24.00'
L3	N53°56'01"E	14.91'
L4	S84°16'11"E	17.89'
L5	N05°43'49"E	50.00'
L6	N84°16'11"W	11.24'
L7	N34°53'33"W	13.02'
L8	N05°43'49"E	110.00'
L9	N50°43'49"E	14.14'
L10	S84°16'11"E	28.00'
L11	N72°39'43"E	50.00'
L12	N61°10'43"E	120.00'

LINE TABLE		
NO.	BEARING	LENGTH
L13	N50°43'49"E	14.14'
L14	S39°16'11"E	14.14'
L15	N39°16'11"W	14.14'
L16	S87°06'47"E	42.61'
L17	S50°43'49"W	14.14'
L18	N50°43'49"E	14.14'
L19	S39°16'11"E	14.14'
L20	N40°41'29"W	13.79'
L21	N25°37'00"E	11.63'
L22	N66°08'16"W	15.91'
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CURVE TABLE					
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C3	0°43'29"	1475.00'	18.66'	S15°02'30"W	18.66'
C4	11°28'59"	300.00'	60.13'	S23°04'47"E	60.03'
C5	34°33'06"	300.00'	180.91'	N11°32'44"W	178.18'
C6	24°38'15"	250.00'	107.50'	N83°24'41"E	106.67'
C7	2°50'36"	500.00'	24.81'	S85°41'29"E	24.81'
C8	6°49'28"	775.00'	92.31'	N11°59'15"E	92.26'
C9	6°22'26"	325.00'	36.15'	S14°09'04"E	36.14'
C10	11°28'59"	275.00'	55.12'	S23°04'47"E	55.02'

LOT AREA TABLE

BLOCK	LOT	ACRES	SQ. FT.
C	31	0.110	4,800
C	32	0.110	4,800
C	33	0.110	4,800
C	34	0.110	4,800
C	35	0.110	4,800
C	36	0.110	4,800
C	37	0.110	4,800
C	38	0.110	4,800
C	39	0.175	7,628

LOT AREA TABLE

BLOCK	LOT	ACRES	SQ. FT.
D	1	0.110	4,800
D	2	0.110	4,800
D	3	0.110	4,800
D	4	0.110	4,800
D	5	0.110	4,800
D	7	0.122	5,313
D	8	0.123	5,357
D	9	0.123	5,357
D	10	0.123	5,357
D	11	0.123	5,357
D	12	0.114	4,955
D	13	0.110	4,800
D	14	0.110	4,800

LOT AREA TABLE

BLOCK	LOT	ACRES	SQ. FT.
E	1	0.237	10,338
E	2	0.129	5,640
E	3	0.118	5,132
E	4	0.110	4,800
E	5	0.110	4,800
E	6	0.110	4,800
E	7	0.110	4,800
E	8	0.110	4,800
E	9	0.110	4,800
E	10	0.110	4,800
E	11	0.110	4,800
E	12	0.123	5,350
E	13	0.123	5,350
E	14	0.110	4,800
E	15	0.110	4,800
E	16	0.110	4,800
E	17	0.110	4,800
E	18	0.110	4,800
E	19	0.110	4,800
E	20	0.110	4,800
E	21	0.110	4,800
E	22	0.110	4,800
E	23	0.110	4,800
E	24	0.110	4,800
E	25	0.110	4,800
E	26	0.222	9,681

LOT AREA TABLE

BLOCK	LOT	ACRES	SQ. FT.
F	20	0.150	6,550
F	21	0.143	6,240
F	22	0.143	6,240
F	23	0.143	6,240
F	24	0.143	6,240
F	25	0.143	6,240
F	26	0.143	6,240
F	27	0.143	6,240
F	28	0.110	4,800
F	29	0.110	4,800
F	30	0.110	4,800
F	31	0.110	4,800
F	32	0.110	4,800
F	33	0.110	4,800
F	34	0.110	4,800
F	35	0.110	4,800
F	36	0.110	4,800
F	37	0.110	4,800
F	38	0.123	5,350
F	39X	0.110	4,800

LOT AREA TABLE

BLOCK	LOT	ACRES	SQ. FT.
G	15	0.170	7,392
G	16	0.138	6,000
G	17	0.138	6,000
G	18	0.138	6,000
G	19	0.138	6,000
G	20	0.138	6,000
G	21	0.138	6,000
G	22	0.149	6,480
G	23	0.149	6,480
G	24	0.149	6,480
G	25	0.149	6,480
G	26	0.149	6,480
G	27	0.149	6,480
G	28	0.150	6,550

LOT AREA TABLE

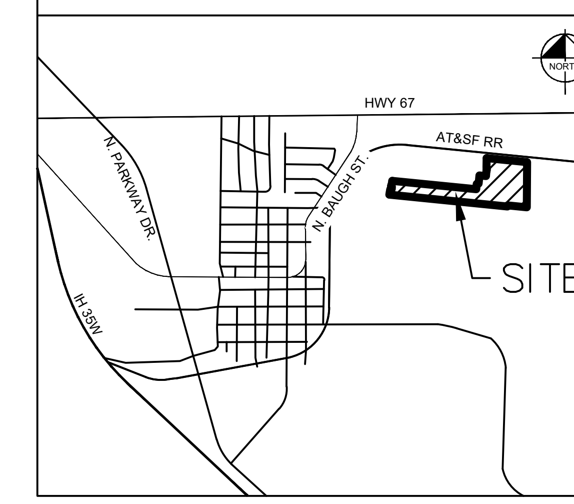
BLOCK	LOT	ACRES	SQ. FT.
H	1	0.150	6,550
H	2	0.138	6,000
H	3	0.138	6,000
H	4	0.138	6,000
H	5	0.138	6,000
H	6	0.138	6,000
H	7	0.138	6,000
H	8	0.138	6,000
H	9	0.138	6,000
H	10	0.138	6,000
H	11	0.138	6,000
H	12	0.138	6,000
H	13	0.138	6,000
H	14	0.138	6,000
H	15	0.138	6,000
H	16	0.138	6,000
H	17	0.138	6,000
H	18	0.138	6,000
H	19	0.138	6,000
H	20	0.138	6,000
H	21	0.138	6,000
H	22	0.138	6,000
H	23	0.138	6,000
H	24	0.138	6,000
H	25	0.138	6,000
H	26	0.159	6,931

LOT AREA TABLE

BLOCK	LOT	ACRES	SQ. FT.
I	1	0.176	7,658
I	2	0.110	4,800
I	3	0.110	4,800
I	4	0.110	4,800
I	5	0.110	4,800
I	6	0.110	4,800
I	7	0.110	4,800
I	8	0.110	4,800
I	9	0.110	4,800
I	10	0.110	4,800
I	11	0.110	4,800
I	12	0.110	4,800
I	13	0.110	4,800
I	14	0.110	4,800
I	15	0.110	4,800
I	16	0.110	4,800
I	17	0.110	4,800
I	18	0.110	4,800
I	19	0.110	4,800
I	20	0.110	4,800
I	21	0.110	4,800
I	22	0.110	4,800
I	23	0.110	4,800
I	24	0.110	4,800
I	25	0.123	5,350

VICINITY MAP

N.T.S.



NORTH

GRAPHIC SCALE IN FEET

100 0 50 100 200

1" = 100' @ 24X36

LEGEND

P.O.B.	POINT OF BEGINNING
IRF	IRON ROD FOUND
IRFC	IRON ROD W/ CAP FOUND
IRSC	IRON ROD W/ CAP SET
E.E.	ELECTRIC EASEMENT
U.E.	UTILITY EASEMENT
W.E.	WATER EASEMENT
D.E.	DRAINAGE EASEMENT
S.S.E.	SANITARY SEWER EASEMENT
W.M.E.	WALL MAINTENANCE EASEMENT
F.S.B.	FRONT SETBACK LINE
S.S.B.	SIDE SETBACK LINE
HOA	HOME OWNER'S ASSOCIATION
R.O.W.	RIGHT-OF-WAY
D.R.J.C.T.	DEED RECORDS OF JOHNSON COUNTY, TEXAS
O.R.J.C.T.	OFFICIAL RECORDS JOHNSON COUNTY, TEXAS
	STREET NAME CHANGE

LINE TYPE LEGEND

- BOUNDARY LINE
- EASEMENT LINE
- LOT LINE
- ADJOINER LINE
- BUILDING SETBACK
- ROADWAY CENTERLINE

FINAL PLAT
OF
EAGLE GLEN NORTH PHASE 1B

BLOCK C 31-39; BLOCK D, LOTS 1-14;
BLOCK E, LOTS 1-26; BLOCK F, LOTS 20-38, 39X-HOA;
BLOCK G, LOTS 15-28; BLOCK H, LOTS 1-26;
BLOCK I, LOTS 1-25;
133 RESIDENTIAL LOTS
1 HOMEOWNER'S ASSOCIATION LOT(HOA)
BEING 21.133 ACRES IN THE
ANDREW SPIVA SURVEY, ABSTRACT NO. 770
CITY OF ALVARADO, JOHNSON COUNTY, TEXAS

Kimley»Horn

400 North Oklahoma Dr., Suite 105
Celina, Texas 75009 FIRM # 10194503
Tel. No. (469) 501-2200
www.kimley-horn.com

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 100'	WBD	KHA	07/02/2024	063242411	2 OF 3

DWG NAME: K:\CEL_SURVEY\063242406-EAGLE GLEN NORTH\DWG\063242406 EGN1B FINAL PLAT.DWG PLOTTED BY ALLEN, STEPHEN 2/5/2025 11:12 AM LAST SAVED 9/27/2024 10:24 AM

STATE OF TEXAS §

COUNTY OF JOHNSON §

21.133 ACRES

WHEREAS HMH Eagle Glen Land, LLC is the owner of a tract of land situated in the Andrew Spiva Survey, Abstract No. 770, City of Alvarado, Johnson County, Texas and being a part of that called 150.000 acre tract of land described in deed to HMH Eagle Glen Land, LLC, as recorded in Document Number 2021-43660, Official Records of Johnson County, Texas and being further described as follows:

COMMENCING at a concrete monument found at the northeast corner of said 150.000 acre tract, said point being the northwest corner of a called 70.388 acre tract of land described in deed to Alvarado By Morning, LLC, as recorded in Document Number 2020-15954, Official Records of Johnson County, Texas, said point also being in the south right-of-way line of the A.T. & S.F. Railroad, a 100 foot right-of-way, from which a 5/8 inch iron rod found in the east line of said 150.000 acre tract, said point also being the northwest corner of a tract of land described in deed to Conrad and Irma Gonzalez as recorded in Document Number 2011-10244, Official Public Records of Johnson County, Texas, bears South 00°25'31" West, 1,797.61 feet;

THENCE South 53°51'31" West, 549.67 feet to the POINT OF BEGINNING;

THENCE over and across said 150.000 acre tract as follows:

South 28°49'17" East, 243.11 feet to a 5/8 inch iron rod with cap stamped "KHA" set for corner, the beginning of a tangent curve to the right with a radius of 445.00 feet, a central angle of 34°33'06", and a chord bearing and distance of South 11°32'44" East, 264.30 feet;

Along said tangent curve to the right, 268.35 feet to a 5/8 inch iron rod with cap stamped "KHA" set for corner;

South 05°43'49" West, 108.85 feet to a 5/8 inch iron rod with cap stamped "KHA" set for corner;

North 84°16'11" West, 120.00 feet to a 5/8 inch iron rod with cap stamped "KHA" set for corner;

South 05°43'49" West, 24.00 feet to a 5/8 inch iron rod with cap stamped "KHA" set for corner;

North 84°16'11" West, 2,445.86 feet to a 5/8 inch iron rod with cap stamped "KHA" set for corner, the beginning of a non-tangent curve to the right with a radius of 1,475.00 feet, a central angle of 04°17'14", and a chord bearing and distance of North 09°47'58" East, 110.34 feet;

Along said non-tangent curve to the right, 110.37 feet to a 5/8 inch iron rod with cap stamped "KHA" set for corner;

North 53°56'01" East, 14.91 feet to a 5/8 inch iron rod with cap stamped "KHA" set for corner;

South 84°16'11" East, 17.89 feet to a 5/8 inch iron rod with cap stamped "KHA" set for corner;

North 05°43'49" East, 50.00 feet to a 5/8 inch iron rod with cap stamped "KHA" set for corner;

North 84°16'11" West, 11.24 feet to a 5/8 inch iron rod with cap stamped "KHA" set for corner;

North 34°53'33" West, 13.02 feet to a 5/8 inch iron rod with cap stamped "KHA" set for corner, the beginning of a non-tangent curve to the right with a radius of 1,475.00 feet, a central angle of 00°43'29", and a chord bearing and distance of North 15°02'30" East, 18.66 feet;

Along said non-tangent curve to the right, 18.66 feet to a 5/8 inch iron rod with cap stamped "KHA" set for corner, the beginning of a reverse curve to the left with a radius of 775.00 feet, a central angle of 06°49'28", and a chord bearing and distance of North 11°59'15" East, 92.26 feet;

Along said reverse curve to the left, 92.31 feet to a 5/8 inch iron rod with cap stamped "KHA" set for corner;

South 84°16'11" East, 1,738.96 feet to a 5/8 inch iron rod with cap stamped "KHA" set for corner;

North 05°43'49" East, 110.00 feet to a 5/8 inch iron rod with cap stamped "KHA" set for corner;

North 50°43'49" East, 14.14 feet to a 5/8 inch iron rod with cap stamped "KHA" set for corner;

South 84°16'11" East, 28.00 feet to a 5/8 inch iron rod with cap stamped "KHA" set for corner;

North 05°43'49" East, 170.00 feet to a 5/8 inch iron rod with cap stamped "KHA" set for corner;

South 84°16'11" East, 358.70 feet to a 5/8 inch iron rod with cap stamped "KHA" set for corner, the beginning of a non-tangent curve to the left with a radius of 325.00 feet, a central angle of 06°22'26", and a chord bearing and distance of South 14°09'04" East, 36.14 feet;

Along said non-tangent curve to the left, 36.15 feet to a 5/8 inch iron rod with cap stamped "KHA" set for corner;

North 72°39'43" East, 50.00 feet to a 5/8 inch iron rod with cap stamped "KHA" set for corner, the beginning of a non-tangent curve to the left with a radius of 362.41 feet, a central angle of 08°42'26", and a chord bearing and distance of South 23°04'47" East, 55.02 feet;

Along said non-tangent curve to the left, 55.08 feet to a 5/8 inch iron rod with cap stamped "KHA" set for corner;

North 61°10'43" East, 120.00 feet to the **POINT OF BEGINNING** and containing 920,571 square feet or 21.133 acres of land.

OWNER'S DEDICATION STATEMENT

STATE OF TEXAS §

COUNTY OF JOHNSON §

NOW, THEREFORE KNOW ALL MEN BY THESE PRESENTS:

THAT, WE, ________________________ do hereby adapt this plat designating the herein above described property as EAGLE GLEN NORTH, PHASE 1B to the City of Alvarado, Johnson County, Texas and do hereby dedicate to the public use forever, the streets, alleys, easements, rights-of-way, parks, school sites and other public places shown on the attached plat to the City of Alvarado, except as noted on this plat. All and any public utility and the City of Alvarado shall have the right to remove and keep removed all or parts of any building, fences, shrubs, trees, or other improvements or growths, which in anyway may interfere with the construction, maintenance or efficiency of its respective systems on said Easements, and the City of Alvarado and all public utilities constructing, reconstructing, inspecting, patrolling maintaining, and adding to or removing all or parts of it's respective systems, without the necessity, at anytime, or procuring the permission of anyone.

This plat approved subject to all platting ordinances, rules and regulations, and resolutions of the City of Alvarado, Texas.

Witness, my hand this the ___________ day of ____________________, 2024.

____

____

STATE OF TEXAS §

COUNTY OF JOHNSON §

This instrument was acknowledged before me on ________________________, 2024, by ______________________________.

________________________ of ________________________.

____
Notary Public, State of Texas

STATE OF TEXAS §

COUNTY OF COLLIN §

KNOW ALL MEN BY THESE PRESENTS

That I, Daniel Arthur, do hereby certify that I prepared this plat and the field notes made a part thereof from an actual and accurate survey of the land and that the corner monuments shown thereon were properly placed under my supervision.

____
Daniel Arthur
Registered Professional Land Surveyor
Texas Registration No. 5933
Kimley-Horn and Associates, Inc.
400 North Oklahoma Drive, Suite 105
Celina, TX 75009
(469) 501-2200
daniel.arthur@kimley-horn.com

PRELIMINARY
THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE AND SHALL NOT BE USED OR VIEWED OR RELIED UPON AS A FINAL SURVEY DOCUMENT

STATE OF TEXAS §

COUNTY OF COLLIN §

Before me, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared Daniel Arthur, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purpose and considerations therein expressed.

Given under my hand and seal of office, this ______________ day of ______________________________, 2024.

____
Notary Public in and for the State of Texas

____
Printed Name

____
My Commission Expires

FINAL PLAT OF EAGLE GLEN NORTH PHASE 1B

BLOCK C 31-39; BLOCK D, LOTS 1-14;
BLOCK E, LOTS 1-26; BLOCK F, LOTS 20-38, 39X-HOA;
BLOCK G, LOTS 15-28; BLOCK H, LOTS 1-26;
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133 RESIDENTIAL LOTS
1 HOMEOWNER'S ASSOCIATION LOT(HOA)
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FIRM # 10194503
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Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
	WBD	KHA	07/02/2024	063242411	3 OF 3

DWG NAME: K:\CEL_SURVEY\063242406-EAGLE GLEN NORTH\DWG\063242406 EGN1B FINAL PLAT.DWG PLOTTED BY ALLEN, STEPHEN 2/5/2025 11:12 AM LAST SAVED 9/27/2024 10:24 AM