



ALVARADO CITY COUNCIL AGENDA
REGULAR - DECEMBER 15, 2025- 6:30 PM
CITY COUNCIL CHAMBERS - 104 W COLLEGE AVE. - ALVARADO, TEXAS 76009

CALL TO ORDER

Roll Call

INVOCATION

PLEDGE OF ALLEGIANCE

CITIZEN PARTICIPATION AND PUBLIC INPUT

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

COUNCIL COMMENTS

Pursuant to LGC Section 551.0415, City Council Members may make a report about items of community interest during a meeting of the governing body without having given notice of the report. Items of community interest include:

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

EMPLOYEE RECOGNITION

1. Presentation of the Lifesaving Award by the City of Alvarado Police Department.
2. Presentation of the Meritorious Conduct Award by the City of Alvarado Police Department.
3. Presentation of the Purple Heart Award by the City of Alvarado Police Department.

INTRODUCTION OF NEW EMPLOYEES

CONSENT AGENDA

4. Acceptance of a donation to the Alvarado Fire Department from Pogue Construction to

- replace exterior doors at the Fire Department. (Rodgers)
5. Accept a donation from the Texas Forest Service for a new tanker truck and skid unit. (Rodgers)
 6. Approving 2026 City Council Meeting Dates for Regular Scheduled Meetings. (Taylor)
 7. November 6, 2025, Special Called Joint City Council and Planning and Zoning Commission Minutes. (Taylor)
 8. November 17, 2025, City Council Minutes. (Taylor)

NEW BUSINESS

9. Consideration and action related to Ordinance 2025-0029; An Ordinance of the City of Alvarado, Texas, amending Division 5, "Speed Limits," of Article II, "Traffic Regulations," of Chapter 38, "Traffic and Vehicles," of the Code of Ordinances, by amending Section 38-129, "School Zones," by modifying the school zones along a portion of FM1807/Davis Avenue and a portion of Cummings Drive. (Suber)
10. First reading of Resolution No. R2025-0043; A Resolution of the City of Alvarado, Texas, authorizing the Alvarado Economic Development Corporation to negotiate and execute an Economic Development Agreement with Massey's BBQ and Grill on the Square for the relocation of the business to 105 S. Friou Street; providing an effective date; and establishing that this project is a business retention and downtown revitalization effort. (Cromer)
11. First Reading Resolution R2025-0045 - A Resolution of the City Council of the City of Alvarado, Texas, approving a contract of sale between The Alvarado Economic Development Corporation (AEDC) and AKS Car Wash, LLC for the purchase of 908 N. Cummings Drive by the AEDC; and authorizing The AEDC president to execute all necessary documents; and providing an effective date. (Cromer)
12. Consideration and Action related to the second reading of Resolution R2025-0041; A Resolution of the City of Alvarado, Texas, approving the use of the Alvarado Economic Development Corporation funds, not to exceed \$20,000, for the demolition of the structure located at 201 N. Spears Street and authorizing the AEDC President to execute all necessary documents for the same. (Cromer)
13. Consideration and action directing the City Manager to execute a Master Professional Services Agreement Task Authorization Amendment #2 with Freese and Nichols, Inc. for the Alvarado Wastewater Treatment Plant Expansion. (Fain)
14. Consideration and action related to a North Central Texas Public Works Mutual Aid Agreement. (Fain)
15. Public hearing, consideration and action on Ordinance 2025-0030; annexing by voluntary petition approximately 13.41 acres in the John Dixon Survey, Abstract 214, generally located north of U.S. Hwy 67 and west of IH 35W, with the approximate addresses of 602 Percifield Trail and 6881 E. Hwy 67, into the corporate limits of the City of Alvarado, Texas. (French)
16. Public Hearing, Consideration and Action on Ordinance No. 2025-0031; An Ordinance of the City Of Alvarado, Texas, Rezoning from Agricultural (A) District with a portion in the Floodplain (FP) Overlay District to General Commercial (C-2) District, on a tract in the John Spiva Survey, A-214, being 24.69 acres approximately addressed at 6881 E. Hwy 67 and 602 Percifield Trail, in the City Of Alvarado, Johnson County, Texas; providing that this Ordinance shall be cumulative of all Ordinances; providing a severability clause; providing for publication in the official newspaper; and providing an effective date. (French)
17. Consideration and action related to the application of Christian Delgado with Lennar Homes of Texas Land and Construction, LTD, on behalf of 215 67 Alvarado LP, for approval of the

Valor Addition Phase 2 final plat on 54.098 acres known as a treat out of the William Hickman Survey, A-327, approximately addressed at 8951 E. Hwy 67. - (French)

18. Consideration and action related to approving a Professional Engineering Services Agreement with Birkhoff, Hendricks, & Carter, L.L.P. for the Alvarado Hills Paving and Drainage Improvement Project. (Chavarria)
19. Consideration and Action relating to the appointment of members to the Alvarado EDC Board. (Wheat)

EXECUTIVE SESSION

20. § 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.
- Chamber Creek by Avalon Development.
- Negotiations and potential eminent domain action for the acquisition of real property for the Green Sanitary Sewer Line Project to serve existing and new development in the City and for other public purposes permitted by law.
- Green Wastewater Line Oversizing.

21. § 551.072. Deliberation Regarding Real Property; Closed Meeting. A governmental body may conduct a closed meeting 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 governmental body in negotiations with a third person.

- Deliberation regarding the purchase, exchange, lease, or value of real property to be acquired for the Green Sanitary Sewer Line Project to serve existing and new development in the City
- Project Green-C-3

22. §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).

- Project Inspire

RECONVENE INTO OPEN SESSION

23. Consider the use of eminent domain to condemn property and consider Resolution No. R2025-0047 authorizing the filing of eminent domain proceedings for the purpose of obtaining the necessary real property interests for the Green Sanitary Sewer Line Project to serve existing and new development in the City and for other public purposes permitted by law.

24. Any other action that is necessary as a result of the Executive Session.

ADJOURNMENT

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 December 9th, 2025, and remained posted continuously for three (3) business days prior to the date of the meeting.



Bobbie Jo Taylor, TRMC, MMC
City Secretary

If, during the course of the meeting and discussion of any items covered by this notice, City Council determines that a Closed or Executive Session of the Council is required, then such closed meeting will be held as authorized by Texas Government Code, Chapter 551, Section 551.071 consultation with counsel on legal matters; Section 551.072 - deliberation regarding purchase, exchange, lease or value of real property; Section 551.073 - deliberation regarding a prospective gift; Section 551.074 - personnel matters regarding the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee; Section 551.076 - implementation of security personnel or devices; Section 551.087 - deliberation regarding economic development negotiation; Section 551.089 - deliberation regarding security devices or security audits, and/or other matters as authorized under the Texas Government Code.

If a Closed or Executive Session is held in accordance with the Texas Government Code as set out above, the City Council will reconvene in Open Session in order to take action, if necessary, on the items addressed during Executive Session.

Pursuant to Texas Government Code Sec. 551.127, on a regular, non-emergency basis, members may attend and participate in the meeting remotely by video conference. Should that occur, a quorum of the members will be physically present at the location noted above on this agenda.

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.

**City Council Meeting Management Report**

Meeting Date: 12/15/2025

Contact: John Rodgers, Fire Chief

Phone: 972-814-8845

AGENDA ITEM:

Acceptance of a donation to the Alvarado Fire Department from Pogue Construction to replace exterior doors at the Fire Department. (Rodgers)

BACKGROUND & FINDINGS:

The COA Fire Station needs four metal “man doors” replaced. Upon asking Pogue Construction for a contractor who does this kind of work, they offered to do it themselves as a turnkey donation to the AFD. They have asked for nothing in return. Our City Attorney has been consulted, and all legal safety measures have been covered.

FINANCIAL IMPACT:

The value of this donation is approximately \$5,000.00

RECOMMENDATION:

Accept the donation.

MANAGEMENT REVIEW :

Paul DeBuff, City Manager



City Council Meeting Management Report

Meeting Date: 12/15/2025

Contact: John Rodgers, Fire Chief

Phone: 972-814-8845

AGENDA ITEM:

Accept a donation from the Texas Forest Service for a new tanker truck and skid unit. (Rodgers)

BACKGROUND & FINDINGS:

The COA Fire Department applied for a Texas Forest Service grant for a new Tanker Truck and a "Skid Unit" for our new brush truck. The grant was for a maximum of \$300,000.00 for the tanker truck, leaving a balance of \$220,000.00 to complete the purchase. The ESD has graciously stepped up to cover the balance of \$220,000.00. In addition, we were awarded \$47,500.00 for said "skid unit" that completes our 2026 budgeted brush truck project.

Both grant items were awarded and need to be formally accepted.

FINANCIAL IMPACT:

The value of this donation and cost share MOU is approximately \$567,500.00

RECOMMENDATION:

Accept the Texas Forest Service donation and MOU with the ESD as presented.

MANAGEMENT REVIEW :

Paul DeBuff, City Manager



2026

REGULAR CITY COUNCIL MEETING DATES

JANUARY	Monday, January 26, 2026 6:30 P.M.
FEBRUARY	Monday, February 16, 2026 6:30 P.M.
MARCH	Monday, March 16, 2026 6:30 P.M.
APRIL	Monday, April 20, 2026 6:30 P.M.
MAY	Monday, May 18, 2026 6:30 P.M.
JUNE	Monday, June 15, 2026 6:30 P.M.
JULY	Monday, July 20, 2026 6:30 P.M.
AUGUST	Monday, August 17, 2026 6:30 P.M.
SEPTEMBER	Monday, September 21, 2026 6:30 P.M.
OCTOBER	Monday, October 19, 2026 6:30 P.M.
NOVEMBER	Monday, November 16, 2026 6:30 P.M.
DECEMBER	Monday, December 21, 2026 6:30 P.M.
JANUARY	Monday, January 25, 2027 6:30 P.M.



CITY OF ALVARADO

County of Johnson

State of Texas

11/06/2025

**Planning and Zoning Commission and City Council
Special Called Meeting Minutes**

The City Council and the Planning and Zoning Commission of the City of Alvarado met in a Special Called Session on Thursday, November 6th, 2025, at 6:30 p.m. The following were present:

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	✓		
Kelly Richardson	P&Z Place 1		✓	✓
Barbara Fuller	P&Z Place 2	✓		
Joshua Rendon	P&Z Place 3	✓		
Ryan Banister	P&Z Place 4	✓		
Lisa Deese	P&Z Place 5	✓		
Coleman Reed	Alternate	✓		
David Garay	Alternate	✓		

Others Present:

Teddy May
Bobbie Jo Taylor
Donielle Suber
Laura Cox
Hillary Cromer
Justin French
John Rodgers
Ben Moore

Acting City Manager/Chief of Police
City Secretary
Director of Administrative Services
Chief Financial Officer
Director of Economic Development
Community Development Director
Fire Chief
Assistant Police Chief

Mayor Jacob Wheat called the meeting to order at 6:30 p.m.

CITIZEN PARTICIPATION AND PUBLIC INPUT

- None

NEW BUSINESS

6. Discussion, review, and recommendation of the draft concepts and highlights for the City of Alvarado's Master Plan Set with City Staff and LJA. (French)

Abra Nusser with LJA held discussions with both boards stating that 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).

Ms. Nusser continued with the presentation, reviewing a draft of Concepts and Highlights for the Master Plan Set, which includes the Comprehensive Plan, Downtown Study, and the Parks and Recreation Study. Specifically, a draft Future Land Use Plan (FLUP), draft Master Thoroughfare Plan (MTP), and related information were presented, and feedback was provided from the City Council and the Planning and Zoning Commission.

ADJOURNMENT

There being no future business, Mayor Wheat adjourned the meeting.



CITY OF ALVARADO
County of Johnson
State of Texas
11/17/2025
City Council Minutes

The City Council of the City of Alvarado met in a Regular Called Session on Monday, November 17th, 2025, at 6:30 p.m. The following were present:

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:

Teddy May	Acting City Manager/Chief of Police
Bobbie Jo Taylor	City Secretary
Sarah Licitra	Human Resources Manager
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
Ben Moore	Assistant Police Chief
Gus Chavarria	City Engineer
Tom Griffith	Deputy City Marshal
David Fain	Interim Director of Public Services

Mayor Jacob Wheat called the meeting to order at 6:30 p.m. Marty Douglas led the invocation.

CITIZEN PARTICIPATION AND PUBLIC INPUT

- Jameye Jones - Upcoming community events.

COUNCIL COMMENTS

- Councilmember Moon — upcoming Thanksgiving and Christmas events.

COMMUNITY RECOGNITION

1. Presentation of the 2025 Alvarado Citizen of the Year.

Administrative Services Director Donielle Suber announced that the 2025 Alvarado Citizen of the Year Award was presented posthumously to Ms. Linda Neely. Ms. Neely's niece, Ms. Kristina Brouard, was in attendance to accept the award on her behalf.

EMPLOYEE RECOGNITION

2. Service Recognition of Retired Volunteer Firefighter, Pete Weber.

Former Volunteer Fire Service member Pete Weber was honored upon his retirement from the Fire Service. Chief Rodgers and Former Chief VanWinkle both commended Firefighter Weber for his dedicated service to the City of Alvarado Fire Department.

CONSENT AGENDA

- 3. October 20, 2025, City Council Minutes. (Taylor)**
- 4. Ordinance No. 2025-0026; An Ordinance of The City Of Alvarado, Texas, Amending Section 9-22, "Permit or License Required," of Article II, "Alcoholic Beverage Establishments," of Chapter 9, "Business Regulations," of the Code of Ordinances, City of Alvarado, Texas, by amending the regulations to align with changes in state law; providing that this ordinance is cumulative; providing a severability clause; and providing an effective date. (Taylor)**
- 5. Ordinance No. 2025-0027; An Ordinance of the City of Alvarado, Texas, amending Section 22-27, "Office Created; Appointment; Compensation; Oath," and deleting Section 22-30, "Term Of Office," of Article II, "Municipal Court Judge," of "Chapter 22, "Municipal Court," of The Alvarado Code, by providing that the term of office for the Municipal Court Judge shall be three (3) years and shall run concurrently with the term of the Office of the Mayor;**

providing that this ordinance shall be cumulative of all ordinances; providing a severability clause; and providing an effective date. (Cox)

Councilmember Moon requested item #4 be removed from the consent agenda.

Councilmember Keeton requested item #5 be removed from the consent agenda.

Councilmember Moon motioned to approve all other consent agenda items.

Councilmember Keeton seconded the motion.

No opposition, No abstentions

Vote: Motion passed unanimously.

The following items were discussed and considered individually:

4. **Ordinance No. 2025-0026; An Ordinance of The City Of Alvarado, Texas, Amending Section 9-22, "Permit or License Required," of Article II, "Alcoholic Beverage Establishments," of Chapter 9, "Business Regulations," of the Code of Ordinances, City of Alvarado, Texas, by amending the regulations to align with changes in state law; providing that this ordinance is cumulative; providing a severability clause; and providing an effective date. (Taylor)**

City Secretary Bobbie Jo Taylor presented Ordinance No. 2025-0026 to the City Council. Ms. Taylor explained that SB 1008 amended Section 437.01235 of the Texas Health and Safety Code, prohibiting cities from charging additional fees under the Alcoholic Beverage Code when a business has already paid a required operational fee. She stated that the adoption of this ordinance brings the City of Alvarado into compliance with state law.

Councilmember Moon motioned to approve Ordinance No. 2025-0026; An Ordinance of The City Of Alvarado, Texas, Amending Section 9-22, "Permit or License Required," of Article II, "Alcoholic Beverage Establishments," of Chapter 9, "Business Regulations," of the Code of Ordinances, City of Alvarado, Texas, by amending the regulations to align with changes in state law; providing that this ordinance is cumulative; providing a severability clause; and providing an effective date.

Councilmember Short seconded the motion.

No opposition, No abstentions

Vote: Motion passed unanimously

5. **Ordinance No. 2025-0027; An Ordinance of the City of Alvarado, Texas, amending Section 22-27, "Office Created; Appointment; Compensation; Oath," and deleting Section 22-30, "Term Of Office," of Article II, "Municipal**

Court Judge,” of “Chapter 22, “Municipal Court,” of The Alvarado Code, by providing that the term of office for the Municipal Court Judge shall be three (3) years and shall run concurrently with the term of the Office of the Mayor; providing that this ordinance shall be cumulative of all ordinances; providing a severability clause; and providing an effective date. (Cox)

Chief Financial Officer Laura Cox presented the updated ordinance to the City Council, noting that revisions were necessary due to conflicts with the City Charter. Ms. Cox explained that the updated ordinance will clarify that the Municipal Court Judge’s contract will run concurrently with the Mayor’s term, as required by the City Charter.

Councilmember Moon motioned to approve Ordinance No. 2025-0027; An Ordinance of the City of Alvarado, Texas, amending Section 22-27, “Office Created; Appointment; Compensation; Oath,” and deleting Section 22-30, “Term Of Office,” of Article II, “Municipal Court Judge,” of “Chapter 22, “Municipal Court,” of The Alvarado Code, by providing that the term of office for the Municipal Court Judge shall be three (3) years and shall run concurrently with the term of the Office of the Mayor; providing that this ordinance shall be cumulative of all ordinances; providing a severability clause; and providing an effective date.

Mayor Pro Tem Thomas seconded the motion.

No opposition, No abstentions

Vote: Motion passed unanimously

NEW BUSINESS

- 6. Consideration and action related to Ordinance 2025-0028; An Ordinance of the City of Alvarado, Texas, providing for the abandonment and release of the city's interest in a portion of Sunflower Lane to the abutting property owner; authorizing the mayor to sign all documents necessary to accomplish the abandonment; providing for the recording of this ordinance; providing an effective date. (Chavarria)**

City Engineer Gus Chavarria explained that Sunflower Lane extends from Highway 67 and terminates just west of the detention center. For safety reasons, the detention center has installed a gate at the south entrance of its property. If approved, the City will abandon any public right-of-way from the gate north to the end of Sunflower Lane.

Councilmember Moon motioned to approve Ordinance 2025-0028; An Ordinance of the City of Alvarado, Texas, providing for the abandonment and release of the city's interest in a portion of Sunflower Lane to the abutting property owner; authorizing the mayor to sign all documents necessary to accomplish the

abandonment; providing for the recording of this ordinance; providing an effective date.

Councilmember Keeton seconded the motion

No opposition, No abstentions

Vote; Motion passed unanimously

7. Discussion regarding the prioritization of street rehabilitation projects for Fiscal Year 2025–2026. (Chavarria)

The Council and staff discussed previously identified street repairs outlined in the City's prioritization schedule. Staff noted that additional roads are now in need of repair, with some projects requiring full utility replacement and upgraded drainage infrastructure. City Engineer Gus Chavarria asked the Council to consider further updates to the original plan, which was last indexed in 2022.

8. Consideration and action related to Resolution No. R2025-0039; A Resolution of the City of Alvarado, Texas, accepting the petition for annexation of a tract of 13.41 acres, more or less, of land located in the Extraterritorial Jurisdiction of the City of Alvarado, Johnson County, Texas, approximately addressed at 602 Percifield Trail; setting an annexation schedule; providing for open meetings and other related matters. (French)

Community Development Director Justin French presented Resolution No. R2025-0039 to the Council, noting that the resolution sets a date for a public hearing regarding an upcoming annexation requested by the property owner. Mr. French explained that on October 1, 2025, the City of Alvarado received a petition from Mary H. Percifield seeking the voluntary annexation of 13.41 acres into the city limits. He stated that approval of the resolution establishes the required service plan and sets the public hearing for the annexation ordinance at the regularly scheduled Council meeting on December 15, 2025.

Councilmember Moon motioned to approve Resolution No. R2025-0039; A Resolution of the City of Alvarado, Texas, accepting the petition for annexation of a tract of 13.41 acres, more or less, of land located in the Extraterritorial Jurisdiction of the City of Alvarado, Johnson County, Texas, approximately addressed at 602 Percifield Trail; setting an annexation schedule; providing for open meetings and other related matters.

Mayor Pro Tem Thomas seconded the motion.

No opposition, No abstentions

Vote: Motion passed unanimously

- 9. First Reading of Resolution R2025-0041; A Resolution of the City of Alvarado, Texas, approving the use of the Alvarado Economic Development Corporation funds, not to exceed \$20,000, for the demolition of the City-owned structure located at 201 N. Spears Street. (Cromer)**

Economic Development Director Hillary Cromer presented the first reading of Resolution No. R2025-0041 to the City Council. Ms. Cromer explained that the EDC Board is considering funding, an amount not to exceed \$20,000, for the demolition of the structure located at 201 N. Spears Street. She noted that, should the EDC approve the funding, a stipulation would require the property to be used exclusively for downtown parking. No action was required at this time.

- 10. First Reading of Resolution No. R2025-0042; A Resolution of the City of Alvarado, Texas, approving the Alvarado Economic Development Corporation's authorization of an Economic Development Project with Lambert & Green, LLC for the Redevelopment of 105 S. Friou Street; Ratifying the board's direction for the Economic Development Director and/or City Manager to negotiate and execute an agreement consistent with the terms approved by the Boards of Directors; and providing an effective date. (Cromer)**

No action.

- 11. First Reading of Resolution No. R2025-0043; A Resolution of the City of Alvarado, Texas, authorizing the Alvarado Economic Development Corporation to negotiate and execute an Economic Development Agreement with Massey's BBQ and Grill on the Square for the relocation of the business to 105 S. Friou Street; providing an effective date; and establishing that this project is a business retention and downtown revitalization effort. (Cromer)**

Agenda item moved for any action to take place after the Executive Session.

- 12. Consideration and action related to Resolution No. R2025-0044; A Resolution to the City of Alvarado, Texas, affirming the nomination(s) for candidates for the Board of Directors for the Central Appraisal District of Johnson County, Texas. (Wheat)**

Councilmember Moon motioned to approve Resolution No. R2025-0044, which awards 9 votes to Mr. Ignacio Hernaiz, 9 votes to Mr. Jason Marbut, and 9 votes to Peter Svendsen.

Councilmember Short seconded the motion.

No opposition, Councilmember Keeton abstained
Vote: Motion carried 5-0-1

EXECUTIVE SESSION

13. § 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.

14. §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).

- Project Inspire
- Project Ascend
- Yellow C-5
- Yellow C-6

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

No action was taken at this time.

11. First Reading of Resolution No. R2025-0042; A Resolution of the City of Alvarado, Texas, approving the Alvarado Economic Development Corporation's authorization of an Economic Development Project with Lambert & Green, LLC for the Redevelopment of 105 S. Friou Street; Ratifying the board's direction for the Economic Development Director and/or City Manager to negotiate and execute an agreement consistent with the terms approved by the Boards of Directors; and providing an effective date. (Cromer)

No action was taken at this time. However, staff was directed to make changes to the agreement as discussed in Executive Session.

ADJOURNMENT

Mayor Wheat adjourned the meeting at 8:33 p.m.



City Council Meeting Management Report

Meeting Date: December 15, 2025

Contact: Donielle Suber, Administrative Services Director

AGENDA ITEM:

Consideration and action related to Ordinance 2025-0029; An Ordinance of the City of Alvarado, Texas, amending Division 5, "Speed Limits," of Article II, "Traffic Regulations," of Chapter 38, "Traffic and Vehicles," of the Code of Ordinances, by amending Section 38-129, "School Zones," by modifying the school zones along a portion of FM1807/Davis Avenue and a portion of Cummings Drive. (Suber)

BACKGROUND & FINDINGS:

In recent years, the school zone ordinance has been amended to address changes to school zone boundaries and the closure or relocation of various school facilities. These amendments have necessitated a comprehensive update.

To ensure the ordinance accurately reflects all recent changes, staff recommends revising the established school zones along portions of Davis Avenue/FM 1807 and Cummings Drive to account for the closure of the elementary school on Davis Avenue/FM1807 and the opening of the new elementary school on Cummings Drive. In addition, recent changes to posted school zone times demand an update to the designated school zone time periods referenced in the ordinance.

Since school zones on City streets must be established and modified by ordinance, staff recommends adoption of an updated, consolidated ordinance that incorporates all current school zone boundaries, associated time schedules, and recent facility changes.

FINANCIAL IMPACT:

N/A

RECOMMENDATION:

Staff recommends approval of Ordinance No. 2025-0028, an ordinance of the City Council amending Section 38-129 of the City of Alvarado Code, which updates the School Zone ordinance.

MANAGEMENT REVIEW:

Paul DeBuff, City Manager

ATTACHMENTS:

- Ordinance No. 2025-0029

ORDINANCE NO. 2025-0029

AN ORDINANCE AMENDING DIVISION 5, “SPEED LIMITS,” OF ARTICLE II, “TRAFFIC REGULATIONS,” OF CHAPTER 38, “TRAFFIC AND VEHICLES,” OF THE CODE OF ORDINANCES, CITY OF ALVARADO, TEXAS, BY AMENDING SECTION 38-129, “SCHOOL ZONES,” BY MODIFYING THE SCHOOL ZONES ALONG A PORTION OF FM 1807/DAVIS AVENUE AND A PORTION OF CUMMINGS DRIVE; DIRECTING THE CITY MANAGER TO INDICATE THE SCHOOL ZONE LOCATION AND TIMES WITH APPROPRIATE SIGNAGE; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION IN THE OFFICIAL NEWSPAPER; 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 has adopted school zone speed regulations to provide for traffic safety adjacent to school locations; and

WHEREAS, the City Council desires to amend the established school zones along a portion of FM 1807 (Davis Avenue) and along a portion of Cummings Drive to account for the closure of an elementary school on FM 1807 and for the opening of a new location of an elementary school on Cummings Drive and to account for modification of school start times as requested by Alvarado Independent School District.

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

SECTION 1.

Section 38-129 of Division 5, “Speed Limits,” of Article II, “Traffic Regulations,” of Chapter 38, “Traffic and Vehicles,” of the Code of Ordinances, City of Alvarado, Texas, is hereby amended to read as follows:

- “(a) The maximum prima facie limit on the following parts of streets within the city and during the following times is hereby declared to be 20 miles per hour on school days:
- (1) E Davis Ave. (FM 1807) beginning at a point 0.14 miles north of County Road 109 and extending south on E Davis Ave. (FM 1807) to a point 0.33 miles south of County Road 109 between the hours of 6:45 a.m. to 8:45 a.m. and 12:45 p.m. to 4:45 p.m. when lights are flashing.

- (2) Cummings between U.S. 67 and a point 0.61 miles north of U.S. 67 between the hours of 6:45 a.m. to 8:45 a.m. and 12:45 p.m. to 4:45 p.m. when lights are flashing.
 - (3) Maple Street from a point 0.15 miles eastbound from the intersection with Parkway to a point 0.57 miles westbound from the intersection with CR 1807 between the hours of 7:30 a.m. to 9:00 a.m. and 1:30 p.m. to 5:00 p.m..
- (b) The maximum prima facie limit on the following parts of streets within the city hereby is declared to be 35 miles per hour when signed for school crossing and lights are flashing:
- (1) U.S. Highway 67 from approximately 0.12 miles west of Cummings Road easterly to a point approximately 0.17 miles east of Cummings Road.”

SECTION 2.

The City Manager is hereby directed to post signage along those portions of roadways described above indicating to the public the applicable school zone speed limit.

SECTION 3.

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 4.

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 5.

Any person, firm or corporation who violates, disobeys, omits, neglects or refuses to comply with or who resists the enforcement of any of the provisions of this Ordinance shall be fined not more than Two Hundred Dollars (\$200.00). Each day that a violation is permitted to exist shall constitute a separate offense.

SECTION 6.

All rights and remedies of the City are expressly saved as to any and all violations of the provisions of this Ordinance or any other ordinances governing the matters regulated herein which

have accrued at the time of the effective date of this Ordinance; and, as to such accrued violations and all pending litigation, both civil and criminal, whether pending in court or not, under such ordinances, same shall not be affected by this Ordinance but may be prosecuted until final disposition by the courts.

SECTION 7.

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

SECTION 8.

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

PASSED AND APPROVED by the City Council of the City of Alvarado on this the 15th day of December, 2025.

Jacob Wheat, Mayor

ATTEST:

Bobbie Jo Taylor, City Secretary



City Council Meeting Management Report

Meeting Date: December 15, 2025

Contact: Hillary Cromer, Economic Development Director

AGENDA ITEM: First Reading of Resolution No. R2025-0043; A Resolution of the City of Alvarado, Texas, authorizing the Alvarado Economic Development Corporation (AEDC) to negotiate and execute an Economic Development Agreement with Massey's BBQ and Grill on the Square for the relocation of the business to 105 S. Friou Street; providing an effective date; and establishing that this project is a business retention and downtown revitalization effort. (Cromer)

INFORMATION: Massey's BBQ & Grill on the Square plans to relocate to 105 S. Friou Street in Historic Downtown Alvarado. The building has been vacant for many years, and the relocation represents a significant step toward activating a key site on the square while retaining a well-established local business.

At the board meeting on November 17, 2025, the AEDC Board approved a \$50,000 reimbursement grant to assist with eligible relocation and build-out expenses for Massey's BBQ.

The Board further authorized the Economic Development Director and/or City Manager to negotiate and execute the agreement in accordance with the parameters they established for the project.

Next Steps: The December 15, 2025, Council meeting presentation serves as the first reading of the resolution. Final action and execution of the agreement are anticipated at the next Council meeting.

FINANCIAL IMPACT: The incentive associated with this project will be funded solely through the AEDC's Type B sales tax revenues, which are designated for business retention and expansion efforts.

MANAGEMENT REVIEW: Paul DeBuff, City Manager

ATTACHMENTS:

None

RESOLUTION NO. R2025-0043

A RESOLUTION OF THE CITY OF ALVARADO, TEXAS, AUTHORIZING THE ALVARADO ECONOMIC DEVELOPMENT CORPORATION TO NEGOTIATE AND EXECUTE AN ECONOMIC DEVELOPMENT AGREEMENT WITH MASSEY'S BBQ AND GRILL ON THE SQUARE FOR THE RELOCATION OF THE BUSINESS TO 105 S. FRIOU STREET; PROVIDING AN EFFECTIVE DATE; AND ESTABLISHING THAT THIS PROJECT IS A BUSINESS RETENTION AND DOWNTOWN REVITALIZATION EFFORT.

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

WHEREAS, the Alvarado Economic Development Corporation ("AEDC"), a Type B corporation established under the Texas Development Corporation Act, promotes and develops new and expanded business enterprises to create and retain jobs and strengthen the City's economy; and

WHEREAS, Massey's BBQ and Grill on the Square ("Massey's BBQ"), a long-time Alvarado business, has proposed relocating from its current location within the City to 105 S. Friou Street in Historic Downtown Alvarado; and

WHEREAS, the AEDC Board of Directors, at its special meeting on November 17, 2025, determined that this project constitutes both a business retention and downtown revitalization effort that will fill a long-vacant building, enhance the City's historic core, and contribute to local sales tax revenue; and

WHEREAS, the AEDC Board approved an allocation of economic development funds to assist with eligible relocation and build-out expenses, finding the project to be consistent with the goals set forth under Texas Local Government Code Chapter 505; and

WHEREAS, pursuant to Chapter 505, the City Council must authorize such projects by resolution prior to execution of any formal agreements or expenditure of Type B funds.

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

SECTION 1.

The above recitals are true and correct and are incorporated herein as findings of the City Council.

SECTION 2.

The City Council hereby authorizes the Alvarado Economic Development Corporation to negotiate and execute an economic development agreement with Massey's BBQ consistent with the scope of assistance approved by the AEDC Board of Directors.

SECTION 3.

The project is hereby designated as a Business Retention and Downtown Revitalization Initiative, intended to stimulate economic activity and fill a long-vacant downtown building.

SECTION 4.

This Resolution shall take effect immediately upon its passage.

PASSED AND APPROVED ON FIRST READING THIS THE 17th DAY OF NOVEMBER 2025.

PASSED AND APPROVED ON SECOND READING THIS THE 15th DAY OF DECEMBER 2025.

Jacob Wheat, Mayor

ATTEST:

Bobbie Jo Taylor, City Secretary



City Council Meeting Management Report

Meeting Date: December 15, 2025

Contact: Hillary Cromer, Economic Development Director

AGENDA ITEM: First Reading Resolution R2025-0045 - A Resolution of the City Council of the City of Alvarado, Texas, approving a contract of sale between The Alvarado Economic Development Corporation (AEDC) and AKS Car Wash, LLC for the purchase of 908 N. Cummings Drive by the AEDC; and authorizing The AEDC president to execute all necessary documents; and providing an effective date.

INFORMATION: The AEDC Board of Directors has approved the purchase of 908 N. Cummings Drive, the self-service car wash situated on a prime commercial site. This site offers strong redevelopment potential. The agreed purchase price is \$300,000.

Staff will present the resolution and draft purchase agreement at the December 15, 2025, City Council meeting. Because this is the first reading, Council will not be able to take action until the next City Council meeting.

FINANCIAL IMPACT: Purchase is to be funded by Alvarado EDC's portion of sales tax revenue totaling \$300,000.

MANAGEMENT REVIEW: Paul DeBuff, City Manager

ATTACHMENTS:

None



City Council Meeting Management Report

Meeting Date: December 15, 2025

Contact: Hillary Cromer, Economic Development Director

AGENDA ITEM: Consideration and Action related to the second reading of Resolution R2025-0041; A Resolution of the City of Alvarado, Texas, approving the use of the Alvarado Economic Development Corporation funds, not to exceed \$20,000, for the demolition of the structure located at 201 N. Spears Street and authorizing the AEDC President to execute all necessary documents for the same. (Cromer)

INFORMATION: The AEDC Board of Directors has approved allocating up to \$20,000 in economic development funds to assist with the demolition of the structures at 210 N. Spears Street. The project supports downtown revitalization, business retention, and improved quality of life for nearby businesses and visitors. Once cleared, the AEDC board believes the property should serve as a public parking area to support surrounding commercial activity.

The board's approval is conditional: the AEDC will only fund the demolition if and when the City acquires the property and only if the site is used as a parking lot for local commercial activity. Should the City later change the use of the property, the AEDC would require reimbursement of \$20,000.

Although the City intends to acquire the property, the purchase has not yet been finalized. Staff is continuing to work through the necessary steps with the Receiver and legal counsel.

AEDC BOARD RECOMMENDED:

The AEDC board of directors asks that the City Council approve the AEDC's allocation of up to \$20,000 for the demolition of structures on 201 N Spears, as long as the acquisition is completed and the property is used as a parking lot.

FINANCIAL IMPACT: No financial impact to the City. The demolition grant will be funded through AEDC sales tax revenue dedicated to economic development purposes.

MANAGEMENT REVIEW: Paul DeBuff, City Manager

ATTACHMENTS:

None

RESOLUTION NO. R2025-0041

A RESOLUTION OF THE CITY OF ALVARADO, TEXAS, APPROVING AN ECONOMIC DEVELOPMENT GRANT AGREEMENT BETWEEN THE CITY OF ALVARADO AND THE ALVARADO ECONOMIC DEVELOPMENT CORPORATION FOR THE DEMOLITION OF 210 N. SPEARS STREET; AUTHORIZING THE MAYOR AND THE AEDC PRESIDENT TO NEGOTIATE AND EXECUTE THE AGREEMENT; 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 Alvarado Economic Development Corporation (“AEDC”), a Type B corporation established under the Texas Development Corporation Act, promotes and develops new and expanded business enterprises to create and retain jobs and strengthen the City’s economy; and

WHEREAS, the City plans to demolish the structures on 201 N. Spears Street, Alvarado Texas 76009 and construct a parking lot (the “Project”); and

WHEREAS, the AEDC Board of Directors, at its special meeting on October 27, 2025, determined that this Project constitutes both a business retention and downtown revitalization effort that will encourage businesses to relocate to downtown that will fill a long-vacant building(s), enhance the City’s historic core, and contribute to local sales tax revenue; and

WHEREAS, the AEDC Board approved an allocation of economic development funds to assist with certain demolition and construction expenses, finding the Project to be consistent with the goals set forth under Texas Local Government Code Chapter 505; and

WHEREAS, the incentive will be funded through the AEDC’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 AEDC 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:

SECTION 1

All the above premises are true and correct findings of the City Council, and they are hereby approved, ratified, and incorporated into the body of this Resolution as if copied in their entirety.

SECTION 2.

The City Council hereby authorizes the Alvarado Economic Development Corporation to negotiate and execute an economic development grant agreement between the City and the AEDC to provide for the grant of up to \$20,000.00 for the Project.

SECTION 3.

The Mayor and the President of the AEDC are hereby authorized to negotiate and execute an agreement for the Project.

SECTION 4.

This Resolution shall become effective from and after its passage.

PASSED AND APPROVED ON FIRST READING THIS THE 17th DAY OF NOVEMBER, 2025.

PASSED AND APPROVED ON SECOND READING THIS THE 15TH DAY OF DECEMBER, 2025.

Jacob Wheat, Mayor

ATTEST:

Bobbie Jo Taylor, City Secretary



City Council Meeting Management Report

Meeting Date: December 15, 2025

Contact: David Fain, Interim Director of Public Services

AGENDA ITEM: Consideration and action directing the City Manager to execute a Master Professional Services Agreement Task Authorization Amendment #2 with Freese and Nichols, Inc. for the Alvarado Wastewater Treatment Plant Expansion. (Fain)

BACKGROUND AND FINDINGS: Amendment #2 provides the City with:

- 14 months of additional construction phase services support
- Preparation of the Supplementary Environmental Project (SEP) application and subsequent progress reports to TCEQ.
- Development of a Wastewater Treatment Plant (WWTP) sampling plan and process optimization spreadsheet.

FINANCIAL IMPACT: The Utility Capital Projects Budget recognizes the funds for the WWTP expansion project. Funds are available to execute amendment #2.

RECOMMENDATION: Staff recommend the City Council authorize the City Manager to execute Freese and Nichols, Inc.'s master professional services agreement amendment #2 for the Alvarado WWTP expansion project

MANAGEMENT REVIEW: Paul Debuff, City Manager

ATTACHMENTS: Amendment #2



MASTER PROFESSIONAL SERVICES AGREEMENT
TASK AUTHORIZATION
AMENDMENT #2

CITY OF ALVARADO
104 W. College
Alvarado, Texas 76009

FNI PROJECT NO. AVR21572

DATE: 10/29/2025

Project Name: Alvarado WWTP Expansion

Description of Services: Please refer to the Attachment SC

Deliverables: Please refer to the Attachment SC

Schedule: Please refer to the Attachment SC

Compensation shall be amended as follows: A time and materials not to exceed fee amount of One Hundred Seventy-Five Thousand Dollars in addition to the current contract amount.

Current Contract Amount:	\$2,768,068.00
Amount of this Amendment:	\$175,000.00
Revised Total Amount Authorized:	\$2,943,068.00

The above described services shall proceed upon execution of this amendment. All other provisions, terms and conditions of the Master Professional Services Agreement which are not expressly amended shall remain in full force and effect.

FREESE AND NICHOLS, INC.

CITY OF ALVARADO, TEXAS

BY: _____

BY: _____

Chad Simmons

Print Name

Print Name

TITLE: Vice President

TITLE: _____

DATE: _____

DATE: _____

AMENDMENT NO. 2
CITY OF ALVARADO
WASTEWATER TREATMENT PLANT EXPANSION
SCOPE OF SERVICES

PROJECT UNDERSTANDING: The CITY of Alvarado's Wastewater Treatment Plant (WWTP) is rated for 0.6 million gallons per day (MGD) annual average daily flow. FNI was originally retained to develop a Preliminary Design Report for the WWTP's expansion up to 2.2 MGD. During the development of the design report, the CITY moved forward with an intermediate expansion to 1.4 MGD to accommodate proposed housing developments and associated cost sharing agreements with the developers. In Amendment No. 1, FNI is providing design and construction phase services for a new 0.8 MGD package plant, bringing the total plant capacity to 1.4 MGD, with final completion anticipated in April 2026. The construction phase services efforts in Amendment No. 1 were based on a 16 month construction duration. The actual construction duration is anticipated to be 30 months.

The CITY is under a TCEQ Agreed Order for WWTP effluent violations. FNI assisted the CITY in preparation of a Supplementary Environmental Project (SEP) application for offsetting of the fines associated with the Agreed Order. As part of this process, FNI has prepared extension requests and progress reports for TCEQ's litigation and enforcement divisions. To address ongoing effluent violations, FNI is assisting the CITY in the development of a plant wide sampling plan and spreadsheet tool for process optimization.

This Amendment No. 2 is to provide:

- 14 months of additional construction phase services support
- Preparation of the SEP application and subsequent progress reports to TCEQ
- Development of a WWTP sampling plan and process optimization spreadsheet

ARTICLE I

BASIC SERVICES: FNI shall render the following professional services in connection with the development of the Project:

1. Construction Phase Services

- a. Maintain a project documentation system using ENGINEER's FNIManager Project Document System, consistent with the requirements of the construction contract documents. Monitor the processing of contractor's submittals and provide for filing and retrieval of project documentation. Produce monthly reports indicating the status of submittals in the review process.
- b. Based on ENGINEER's observations as an experienced and qualified design professional and review of the Payment Requests and supporting documentation submitted by CMAR, determine the amount that ENGINEER recommends CMAR be paid on monthly estimates.

- c. Participate in up to fourteen (14) monthly onsite construction progress meetings with the CITY. Visits to the construction site (as distinguished from the services of a Resident Project Representative) are to observe the progress and the quality of work and to attempt to determine in general if the work is proceeding in accordance with the Construction Contract Documents. In this effort, the ENGINEER will endeavor to protect the CITY against defects and deficiencies in the work of CMAR and will report any observed deficiencies to the CITY.
- d. Provide the services of a Resident Project Representative for up to 16 hours per week for 14 months.

2. Supplementary Environmental Project

- a. Assist the CITY in development of the TCEQ SEP Application for offsetting the Agreed Order fines due to effluent violations.
- b. Develop and submit SEP progress reports and project extensions on behalf of the CITY to TCEQ's litigation division. Develop and submit Agreed Order technical extensions to TCEQ's enforcement division.
- c. Upon project completion, submit a Final SEP Report to TCEQ's litigation division per requirements of the Agreed Order.

3. Sampling Plan / Optimization Tool

- a. Develop a plant wide (SBRs and Package Plant) sampling plan that includes sampling constituents, locations, and frequency of sampling. Coordinate sampling plan with the CITY's laboratory.
- b. Develop an excel based process optimization tool for the plant to enter sampling data into. The tool will trend and graph sampling data as well as calculate process control data such as Sludge Volume Index (SVI), Solids Retention Time (SRT), Food-to-Microorganism (F/M) Ratio, and target mixed liquor suspended solids (MLSS).
- c. Provide up to two 3-hour in-person training sessions to the CITY on how to use the tool for plant process optimization.
- d. It is assumed the optimization tool will be delivered to the CITY within 6 weeks from receiving authorization to proceed.

City of Alvarado WWTP Expansion 10/24/2025 Detailed Cost Breakdown - Amendment No. 2	Project Fee Summary	
	Basic Services	\$ 175,000
	Special Services	\$ -
	Additional Services	\$ -
	Total Project	\$ 175,000

	Labor					Expenses			Total	
Task Description	Chad Simmons	John Lopez	Alan Cossabone	Nick Landes	Total Hours	Total Labor Effort	Tech Charge	Miles	Total Expense Effort	Total Effort
	PM	APM	RPR	Process / Mech						
Construction Phase Services						\$ -	-		\$ -	\$ -
Monthly Reports and Pay Applications	7	28			35	\$ 8,085	35		\$ 298	\$ 8,383
Monthly Progress Meetings	25	84			109	\$ 25,531	109	840	\$ 1,515	\$ 27,046
Resident Project Representative			513		513	\$ 91,366	513		\$ 4,363	\$ 95,729
						\$ -	-		\$ -	\$ -
Supplementary Environmental Project						\$ -	-		\$ -	\$ -
Develop Application	4	8			12	\$ 2,948	12		\$ 102	\$ 3,050
Develop Progress Reports and Extension Requests	12				12	\$ 3,828	12		\$ 102	\$ 3,930
Develop Final Report	6	4			10	\$ 2,750	10		\$ 85	\$ 2,835
						\$ -	-		\$ -	\$ -
Sampling Plan / Optimization Tool						\$ -	-		\$ -	\$ -
Develop Sampling Plan	2	2		4	8	\$ 2,172	8		\$ 68	\$ 2,240
Meet with Plant Staff / EML		6		4	10	\$ 2,370	10	60	\$ 127	\$ 2,497
Develop Optimization Tool	4	12		12	28	\$ 7,132	28		\$ 238	\$ 7,370
Develop and Facilitate Training to City Staff	5	40		40	85	\$ 21,115	85	120	\$ 807	\$ 21,922
						\$ -	-		\$ -	\$ -
	65	184	513	60	822		822	1,020		
						\$ 167,297	\$ 6,989	\$ 714	\$ 7,703	\$ 175,000



City Council Meeting Management Report

Meeting Date: December 15, 2025

Contact: David Fain, Interim Director of Public Services

AGENDA ITEM: Consideration and action related to a North Central Texas Public Works Mutual Aid Agreement.

BACKGROUND AND FINDINGS: In the event of natural disaster, major infrastructure failures, or other emergencies, the Public Works Department may require additional personnel, equipment, or resources to restore essential services. A Public Works Mutual Aid Agreement allows participating cities, counties, and special districts to voluntarily assist one another during such events.

The agreement establishes procedures for requesting and providing aid, cost reimbursement, liability coverage, and coordination among participating agencies. Participation is voluntary, and each agency retains discretion to respond to requests for assistance.

The mutual aid agreement:

- Promotes regional cooperation and resource sharing during emergencies.
- Request for assistance is outlined in section 7 of the mutual aid agreement.
- Minimizes response time and supports faster recovery for affected communities.
- An “operational period” begins at the time of the request for mutual aid and lasting no longer than thirty-six (36) hours. It is the intention of mutual aid to be for assistance in the initial response to the emergency and not part of the long-term recovery. If assistance is requested beyond 36 hours, the requesting party will work with the responding party directly and put in place a mutual agreeable contract and payment for services rendered.

FINANCIAL IMPACT: None

RECOMMENDATION: Staff recommend the City Council approve the North Central Texas Public Works and authorize the City Manager to execute the Mutual Aid Agreement as presented.

MANAGEMENT REVIEW: Paul Debuff, City Manager

ATTACHMENTS: Mutual Aid Agreement

NORTH CENTRAL TEXAS PUBLIC WORKS MUTUAL AID AGREEMENT

This mutual aid agreement ("Agreement") is entered into by, between, and among the North Central Texas Participating Local Governments and/or Public/Political Sub-Divisions located wholly or partially within the State of Texas acting by and through their duly authorized officials. The undersigned Participating Local Governments and any and/or Public/Political Sub-Divisions of the State of Texas adopting this agreement upon a formal order of their respective governing bodies as provided therein may be referred to in this Agreement individually as "Party" and collectively as "Parties." By signing this document, and sending it to the Public Works Emergency Response Team, at an address maintained by the NCTCOG, the agency has indicated that it consents to be a party to this emergency mutual aid agreement, and acknowledges that it is not necessary to receive copies of the agreement from other agencies that are party to such agreement.

RECITALS

WHEREAS, the Parties recognize the vulnerability of the people and communities located within local governments and public subdivisions to damage, injury, and loss of life and property resulting in emergencies, disasters or civil emergencies and recognize that such incidents may present equipment and personnel requirements beyond the capacity of each individual (governmental entity) (Party); and

WHEREAS, the governing officials of the Parties desire to secure for each Party the benefits of Mutual Aid for the protection of life and property in the event of an emergency, disaster or civil emergency or public works emergency; and

WHEREAS, the Parties *that* wish to make suitable arrangements to provide Mutual Aid are so authorized, and make this Agreement pursuant to *all governmental power inherent in home rule and other municipalities and all statutory authority, including, but not limited to, the Interlocal Cooperation Act Chapter 791 of the Texas Government Code*; *the Texas Disaster Act of 1975 as amended Chapter 418 of the Texas Government Code including the Texas Statewide Mutual Aid System of the Emergency Management Chapter, set out in Subchapter E-1 of Texas Government Code, Section 418.111 et seq, and any amendments to that authority or other authority that may be set out in the constitution of laws of the State of Texas*;

WHEREAS, it is understood that the creation of this Agreement and the Texas Statewide Mutual Aid System (SB11) under Chapter 418 E-1 does not replace or supersede existing mutual aid agreements or interfere with the ability of municipalities to enter into written mutual aid agreements in the future. It is understood that if a written agreement is entered into by governmental entities or municipalities requesting resources, then the terms of that agreement control the rights and responsibilities of the participating parties to the extent the agreement provides terms that differ from the Texas Statewide Mutual Aid System.

WHEREAS, it is expressly understood that any mutual aid extended under this Agreement and the operational plan adopted pursuant thereto, is furnished in accordance with the "Texas Disaster Act" and other applicable provision of law and except as otherwise provided by law, that the responsible local official in whose jurisdiction an incident requiring Mutual Aid has occurred shall remain in charge at such incident including the direction of such personnel and equipment provided him/her through the operation of such Mutual Aid Plans;

**NORTH CENTRAL TEXAS PUBLIC WORKS
MUTUAL AID AGREEMENT**

NOW, THEREFORE, the Parties agree as follows:

Section 1: Incorporation: The above whereas provisions and statements are incorporated as if written word for word below.

Section 2: Purpose: This Agreement is hereby established to provide planning and operating procedures whereby public works related Agencies may request aid and assistance in the form of personnel, equipment, materials and/or other associated services from other public works related agencies. This agreement allows for better coordination of efforts, identifies available resources and helps ensure that timely aid can be provided.

Section 3: Definitions

- A. "Agency" means any municipal public works agency, township road district, county highway departments, or any Public/Political sub-division that performs a public works function that abides by the provisions as found in this Agreement.
- B. "Administrative Agency" means the entity designated by the Parties to be responsible for maintaining the documents associated with this Agreement including distributing Point of Contact and Resource Inventory information.
- C. "Assisting Party" or "Responding Party" means the agency or organization which has received a request to furnish aid and assistance from another Party and has agreed to provide the same.
- D. "Civil Emergency" means an unforeseen combination of circumstances or the resulting consequences thereof within the geographic limits of a given jurisdiction that calls for immediate action or for which there is an urgent need for assistance or relief to protect the general citizenry.
- E. "Disaster" means the occurrence or imminent threat of widespread or severe damage, injury, or loss of life or property resulting from any natural or manmade cause, including but not limited to fire, flood, earthquake, wind, storm, wave action, winter storm, biological or health hazards, dam or levee break, drought, explosion, riot,, acts of terrorism and other public calamity requiring emergency action or requiring homeland security activity (as that term is defined in Chapter 421 of the Texas Government Code entitled Homeland Security) that is or likely to be, beyond the control of the services personnel equipment and facilities of a Party that requires assistance under this Agreement, but must be coordinated through the appropriate local accredited/certified Emergency Management Agency coordinator.
- F. "Emergency" means any occurrence or threat thereof, whether natural or caused by man, in war or in peace, which results in substantial injury or harm to the population, or substantial damage to or loss of property.
- G. "Homeland security activity" means any activity related to the prevention or discovery of, response to, or recovery from a terrorist attack, natural or man-made disaster, hostile military or paramilitary action, or extraordinary law enforcement emergency.
- H. "Mutual Aid" means providing resources such as personnel, equipment, services and supplies. These resources support typical public works missions or tasks such as: removal of debris, restoration of water/wastewater operations, flood control, infrastructure system repairs, standby power, and damage assessment.

**NORTH CENTRAL TEXAS PUBLIC WORKS
MUTUAL AID AGREEMENT**

- I. "National Incident Management System (NIMS)" means a Presidential directive that provides a consistent nationwide approach that allows federal, state, local and tribal governments as well as private sector and nongovernmental organizations to work together to manage incidents and disasters of all kinds.
- J. "Operational Period" shall mean a period of time beginning at the time of the request for Mutual Aid and lasting no longer than thirty six (36) hours. Typically assistance would be given in Twelve (12) hour shifts for operational efficiencies. It is the intention of this mutual aid to be for assistance in the initial response to the emergency and not part of the long term recovery. If assistance is requested beyond the initial 36 hours, then the Requesting Party must work with the Responding Party directly and put in place a mutual agreeable contract and payment for services rendered. It is also understood that any agency responding under this mutual aid agreement will not receive any reimbursement for their mutual aid assistance up to the first 36 hours, even if the event becomes a declared emergency by the President. After the first 36 hours repayment shall be provided. It is also understood that any agency for any reason may decline to assist or recall their mutual aid at any time.
- K. "Point of Contact" means a person and/or an agency's department/office serving as the coordinator or focal point of information dealing with public works emergency response activities.
- L. "Public Works Emergency Response Team" (PWERT) means a working group of Public Works Officials representing their agencies; whose mission is to develop and maintain a region wide network of public works' related agencies. This teams' principal purpose is to provide mutual aid response and recovery assistance, to each other, when confronted with natural or man-made emergencies or disasters. This Group is designated as the Administrative Agency to manage this Agreement.
- M. "Requesting Party" means the agency or organization receiving aid and assistance from an Assisting Party.
- N. Public/Political Sub-Division means a basic level of independent local government or quasi-government authorized by Section 52 of the Texas Constitution that typically have a specific or limited purpose including Dallas Fort Worth International Airport, Toll Authorities, independent school districts, water or wastewater districts and improvement and economic development districts and exist separately from general purpose local governments such as county, city or townships.

Section 4: Term

This Agreement shall become effective as to each Party on date of adoption as indicated on the signature page for each Party and shall continue in force and remaining binding on each and every Party for twelve (12) months from the effective date. This Agreement shall renew automatically for a period of one year upon the completion of the initial term and each subsequent term unless such time as the governing body of a Party terminates its participation in this Agreement pursuant to Section 5 of this Agreement. Termination of participation in this Agreement by a Party or Parties shall not affect the continued operation of this Agreement between and among the remaining Parties

NORTH CENTRAL TEXAS PUBLIC WORKS MUTUAL AID AGREEMENT

Section 5: Termination

Any Party may at any time by resolution or notice given to all the other Parties decline to participate in the provision of Public Works Mutual Aid. The Governing Body of a Party shall, by Resolution, give notice of termination of participation in this Agreement and submit a copy of such resolution to the Administrative Agency and all other Parties. Such termination shall become effective thirty (30) days after filing of such notice. The termination by one or more of the Parties of its participation in this Agreement shall not affect the operation of this Agreement as between the other Parties hereto.

Section 6: Responsibility of Parties

Provision of Aid: Each Party recognizes that it may be requested to provide aid and assistance at a time when it is necessary to provide similar aid and assistance to the Party's own constituents. This Agreement shall not be construed to impose any unconditional obligation on any Party to provide aid and assistance. A Party may choose not to render aid and assistance at any time for any reason, or to recall aid that has been deployed at any time.

Section 7: Request for Assistance: The request for assistance will:

- A. Be made only with a Declaration of a state of Local Civil Emergency or Declaration of Disaster by a Requesting Party pursuant to Section 418.108, Texas Government Code or after a proclamation of a State of Emergency under Section 433.001, Texas Government Code,
- B. Be made only without a Declaration of a state of Local Civil Emergency or Declaration of Disaster if the Requesting Party expects to use the resource(s) for less than one Operational Period or if the declaration of emergency is expected to be issued during the first Operational Period.
- C. Be made by the highest ranking authority of Requesting Party available at the time of need,
- D. Be made to the highest ranking authority of the Responding Party available at the time of need, and
- E. Specify to the greatest extent possible the nature of the problem requiring assistance and the resources requested.

Section 8: Procedures for Requests and Provision of Mutual Aid: See Attachment 1

Section 9: Cost Limitation

A Requesting Party shall not be required to reimburse a Responding Party for costs incurred during the first Operational Period as defined in Section 3 of this Agreement. A Requesting Party shall be required to reimburse a Responding Party for costs incurred after the first Operational Period.

**NORTH CENTRAL TEXAS PUBLIC WORKS
MUTUAL AID AGREEMENT**

Section 10: Expending Funds:

A Responding Party that performs services or furnishes aid pursuant to this Agreement shall do so with their own current funds. No Party shall have any liability for the failure to expend funds to provide aid hereunder.

Section 11: Insurance

- A. Worker's Compensation Coverage: Each Party shall be responsible for its own actions and those of its employees and is responsible for complying with the Texas Workers' Compensation Act.
- B. Automobile Liability Coverage: Each Party shall be responsible for its own actions and is responsible for complying with the Texas motor vehicle financial responsibility laws.
- C. To the extent permitted by law and without waiving sovereign immunity, each Party shall be responsible for any and all claims, demands, suits, actions, damages, and causes of action related to or arising out of or in any way connected with its own actions and the actions of its personnel in providing Mutual Aid assistance rendered or performed pursuant to the terms and conditions of this Agreement. Each party agrees to obtain general liability and public official's liability insurance, if applicable, or maintain a comparable self-insurance program.

Section 12: Miscellaneous

- A. Entirety: This Agreement contains all commitments and agreements of the Parties with respect to the Mutual Aid to be rendered hereunder during or in connection with an Emergency, Disaster and/or Civil Emergency. No other oral or written commitments of the Parties with respect to mutual aid under this Agreement shall have any force or effect if not contained herein, except as provided in Section 12E below.
- B. Other Mutual Aid Agreements: This Agreement is not intended to replace or conflict with - local mutual aid agreements for other emergency response needs such as fire and police or for the other purposes
- C. Severability: If a provision contained in this Agreement is held invalid for any reason, the invalidity does not affect other provision of the Agreement that can be given effect without the invalid provision, and to this end the provisions of the Agreement are severable.
- D. Validity and Enforceability: If any current or future legal limitations affect the validity or enforceability of a provision of this Agreement, then the legal limitations are made as part of the Agreement and shall operate to amend this Agreement to the minimum extent necessary to bring this Agreement into conformity with the requirement of the limitations, and so modified, this Agreement shall continue in full force and affect.
- E. Amendment: This Agreement may be amended only by the mutual written consent of the Parties.
- F. Governing Law and Venue: The Laws of the State of Texas shall govern this Agreement. In the event of an Emergency or Disaster physically occurring within the geographical limits of only one county that is a Party hereto, venue shall lie in the county in which the Emergency or Disaster occurred. In the event an Emergency or Disaster physically occurring in more

**NORTH CENTRAL TEXAS PUBLIC WORKS
MUTUAL AID AGREEMENT**

than one county that is a Party thereto, venue shall be determined in accordance with the Texas Rules of Civil Procedure.

- G. Signatories: The PWERT shall be the official repository of original pages of the Parties to this Agreement and will maintain an up-to-date list of those Parties. Each Party will retain a copy of their own originally signed document with an additional individual signature page from their Agency to be filed with the PWERT under this Agreement. *PWERT will maintain contact information from all of the parties and provide for a means of communication whenever there is a need to call for mutual aid. This agreement may be signed in multiple copies, and it is only necessary for the agencies to notify the PWERT and keep them informed of the contact information.*
- H. PWERT – the Administrative Agency, managing this agreement, provides for one membership seat for each participating agency and one alternate seat. The primary seat should be held by a Public Works Official or designee. The alternate seat should be held by a member of the jurisdiction of the Emergency Management Division or designee. The jurisdiction is not required to fill the seats, but, it is strongly recommended, in order to receive information and training for emergency response.

EXECUTED this _____ day of _____, 20__

_____, Texas
(Local Jurisdiction)

By: _____

Printed Name: _____

Title: _____

**PROCEDURES TO USE FOR THE NORTH CENTRAL TEXAS
PUBLIC WORKS MUTUAL AID AGREEMENT**

Here are the suggested steps for your agency to follow when using the Agreement. Generally if the Emergency Operations Center for your city is activated follow the incident command system and associated communications operations plan to request resources.

1. Requesting Party Steps to Follow:

- A. Assess the situation and determine the resources needed.
- B. Fill out the REQUESTING PARTY Checklist (Form 1).
- C. Locate agencies included in the agreement **OR** Contact the Public Works Emergency Response Team (PWERT) standby point of contact for assistance to complete the remaining steps.
- D. Call one or more agencies that may have the resources you need.
- E. Fill out a REQUESTING PARTY MUTUAL AID INFORMATION Form (Form 2).
- F. Send copy of the form to the RESPONDING PARTY as soon as possible.

2. Responding Party Steps to Follow:

- A. Make sure you can fulfill the request before providing an answer. Notes: 1) obtain required local authority to deploy the resources 2) providing assistance is voluntary and an agency is not required to fulfill the request if you determine the resources are critical to your operational needs.
- B. Analyze the risk level of the request.
- C. Complete the RESPONDING PARTY Checklist (Form 3) with the information given by the REQUESTING PARTY.
- D. Brief your employees and prepare the equipment.
- E. Complete the Employee & Equipment Information Form (Form 4). Provide copies to your responding staff and to the REQUESTING PARTY.
- F. Dispatch staff to the REQUESTING PARTY for assistance.

3. Supervision and Control: The responding personnel, equipment and other resources will be under the operational control of the Requesting Party. These response operations shall be NIMS compliant as well as organized and functioning within an Incident Command System (ICS), Unified Control System (UCS). Direct supervision and control of responding party's resources shall remain with their designated supervisor(s). The designated supervisor(s) shall: maintain personnel time records, material records and a log of equipment hours and report work progress to the Requesting Party. The Responding Party's personnel and other resources remain subject to recall by the Responding Party's authority at any time, subject to reasonable notice to the Requesting Party.

4. Food, Housing and Self Sufficiency: Unless specifically instructed otherwise, the Responding Party will have the ability to be self-sufficient as practicable from the time of arrival to their designated staging area location to the time of their arrival back at the Responding Party's home department. However, the requesting agency may need to provide resources for tasks extending normal supplies. For example, if the required tasks require significant mobile activities and fuel, the Requesting Party should be prepared to augment their gas/diesel supplies.

**PROCEDURES TO USE FOR THE NORTH CENTRAL TEXAS
PUBLIC WORKS MUTUAL AID AGREEMENT**

5. Communications: Unless specifically instructed otherwise, the Requesting Party shall have the responsibility for coordinating communications between the personnel of the Responding Party and the Requesting Party. Responding Party should be prepared to furnish their own internal communications equipment sufficient to only maintain communications among their respective operating units.



City Council Meeting Management Report

Meeting Date: December 15, 2025

Contact: Justin French, Community Development Director

AGENDA ITEM:

Public hearing, consideration and action on Ordinance 2025-0030; annexing by voluntary petition approximately 13.41 acres in the John Dixon Survey, Abstract 214, generally located north of U.S. Hwy 67 and west of IH 35W, with the approximate addresses of 602 Percifield Trail and 6881 E. Hwy 67, into the corporate limits of the City of Alvarado, Texas. (French)

BACKGROUND & FINDINGS:

On October 1, 2025, the City of Alvarado received a petition from Mary H. Percifield requesting voluntary annexation of 13.41 acres into Alvarado city limits.

On November 17, 2025, the City Council established a service plan and set this public hearing of the annexation ordinance. Proper public notice was published in the Cleburne Times Review and on the City website in accordance with state statutes.

FINANCIAL IMPACT:

None.

RECOMMENDATION:

Staff recommends City Council approve Ordinance 2025-0030.

MANAGEMENT REVIEW:

Paul DeBuff, City Manager

ATTACHMENT:

Ordinance 2025-0030

ORDINANCE NO. 2025-0030

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ALVARADO, TEXAS APPROVING A PETITION FOR THE VOLUNTARY ANNEXATION OF APPROXIMATELY 13.41 ACRES OF LAND LOCATED WITHIN THE JOHN DIXON SURVEY, ABSTRACT NO. 214, AS REQUESTED BY MARY H. PERCIFIELD; PROVIDING FOR THE ANNEXATION INTO THE CITY OF ALVARADO SAID PROPERTY FOR ALL MUNICIPAL PURPOSES; EXTENDING THE BOUNDARY LIMITS OF THE CITY TO INCLUDE THE DESCRIBED PROPERTY IN THE CITY LIMITS; AND GRANTING TO ALL THE INHABITANTS OF SAID PROPERTY ALL THE RIGHTS AND PRIVILEGES OF OTHER CITIZENS AND BINDING SAID INHABITANTS BY ALL OF THE ACTS, ORDINANCES, RESOLUTIONS, AND REGULATIONS OF THE CITY; PROVIDING FOR AMENDMENT TO THE OFFICIAL MAP; DIRECTING THE CITY SECRETARY TO FILE COPY WITH COUNTY CLERK AND APPRAISAL DISTRICT; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Alvarado, Texas 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 Constitution, State Laws, and the City Charter; and

WHEREAS, the Texas Local Government Code and the laws of the State authorize the annexation of territory by the City, subject to the requirements therein and the laws of this State; and

WHEREAS, the property owner, Texas A&M Trust Etal Mary H. Percifield Trustee, submitted a petition for voluntary annexation of approximately 13.41 acres of land in accordance with Section 43.0671 of the Texas Local Government Code; and

WHEREAS, after proper notice was provided in accordance with Chapter 43 of the Texas Local Government Code, a public hearing on the proposed annexation was held before the Alvarado City Council at their regular meeting on December 15, 2025 after due notice in the manner provided by law; and

WHEREAS, all of the property described herein is contiguous to and within the exclusive extraterritorial jurisdiction of the City of Alvarado; and

WHEREAS, a Service Agreement has been negotiated and approved and is attached to this Ordinance by reference;

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

SECTION 1. ANNEXATION

That all portions of the following parcel (the "Territory") located in Johnson County, Texas, being comprised of approximately 13.41 acres of territory described as a tract in the John Dixon Survey, Abstract No. 214, Johnson County, Texas, is hereby annexed to the City of Alvarado as a part of the city for all municipal purposes, and the city limits are extended to include such Territory, being more particularly described on Exhibit "A" and shown in Exhibit "B" attached to and incorporated in this Ordinance for all purposes.

SECTION 2. RIGHTS AND DUTIES OF OWNERS AND INHABITANTS IN NEWLY ANNEXED AREA

The owners and inhabitants of the Territory are entitled to all of the rights and privileges of all other citizens and property owners of the City of Alvarado, and are bound by all acts, ordinances, and all other legal action now in full force and effect and all those which may be subsequently adopted.

SECTION 3. OFFICIAL MAP

The official map and boundaries of the City, previously adopted, are amended to include the Territory as a part of the City of Alvarado, Texas. The City Secretary is directed and authorized to perform or cause to be performed all acts necessary to correct the official map of the City to add the territory annexed as required by law.

SECTION 4. FILING CERTIFIED COPY

The City Secretary is directed to file or cause to be filed a certified copy of this ordinance in the office of the county clerk of Johnson County, Texas and with the Johnson County Appraisal District. The City Secretary is authorized to file all other notices of this ordinance as required under any law of the State.

SECTION 5. SERVICE PLAN

The Service Plan prepared in accordance with applicable provisions of state law pertaining to annexation, as previously set forth in Resolution No. R2025-0039 approved on November 17, 2025, by Alvarado City Council, and is incorporated herein for all intent and purposes.

SECTION 6. CUMULATIVE CLAUSE

This ordinance shall be cumulative of all provisions of ordinances of the City of Alvarado, Texas, except where the provisions of this ordinance are in direct conflict with the provisions of such ordinances, in which event the conflicting provisions of such ordinances are hereby repealed.

SECTION 7. SEVERABILITY CLAUSE

Should any section or part of this ordinance be held unconstitutional, illegal or invalid, or the application thereof, the unconstitutionality, illegality, invalidity or ineffectiveness of such section or part shall in no way affect, impair or invalidate the remaining portion or portions thereof, but as to such remaining portions, the same shall be and remain in full force and effect.

SECTION 8. AREAS EXCEPTED FROM ANNEXATION

Should this ordinance for any reason be ineffective as to any part of the area hereby annexed to the City of Alvarado, such ineffectiveness of this ordinance as to any such part or parts of any such area shall not affect the effectiveness of this ordinance as to the remainder of such area. The City Council hereby declares it to be its purpose to annex to the City of Alvarado every part of the area described in Section 1 of this ordinance, regardless of whether any part of such described area is hereby not effectively annexed to the City. Provided, further, that if there is included within the general description of territory set out in Section 1 of this ordinance to be hereby annexed to the City of Alvarado any lands or area which are presently part of and included within the limits of any other City, Town or Village, or which are not within the City of Alvarado's jurisdiction to annex, the same is hereby excluded and excepted from the territory to be annexed hereby as fully as if such excluded and excepted area were expressly described herein.

SECTION 9. EFFECTIVE CLAUSE

This ordinance shall be in full force and effect from and after its passage,

AND IT IS SO ORDAINED.

PASSED by a vote of _____ to _____ this 15th day of December, 2025.

CITY OF ALVARADO

By: _____
Jacob Wheat, Mayor

ATTEST:

Bobbie Jo Taylor, City Secretary

PROPERTY DESCRIPTION FOR ETJ LAND ANNEXED BY THE CITY

BEING a tract of land situated in the John Dixon Survey, Abstract No. 214, Johnson County, Texas, being a portion of that called 41.36 acre tract of land conveyed to Texas A&M Trust by deed recorded in Document No. 2018-24127, Official Public Records of Johnson County, Texas (O.P.R.J.C.T.) and being more particularly described as follows:

BEGINNING at a 1-inch iron rod found for an east corner of said 41.36 acre tract and a west corner of Lot 2R, Block A of CVS Alvarado Addition, a plat recorded in Document No. 2021-190, Plat Records Johnson County, Texas (P.R.J.C.T.);

THENCE South 18°43'15" East, with an east line of said 41.36 acre tract and a west line of said Lot 2R, 95.55 feet to a point for corner, from which a 1-inch iron rod found for an east corner of said 41.36 acre tract and a west corner of said Lot 2R bears, South 18°43'15" East, 263.06 feet;

THENCE over said 41.36 acre tract the following courses:

South 89°13'40" West, 886.80 feet to a point for corner;

North 00°46'07" West, 313.23 feet to a point for corner;

North 45°52'10" East, 282.67 feet to a point for corner;

North 28°11'08" East, 185.33 feet to a point for corner;

North 07°47'08" East, 300.58 feet to a point for corner, from which a north corner of said 41.36 acre tract and the northeast corner of a called 9 acre tract of land conveyed to Texas A&M Trust by deed recorded in Document No. 2013-24123 bears North 77°22'44" West, 244.71 feet;

South 80°01'13" East, 82.30 feet to a point for corner;

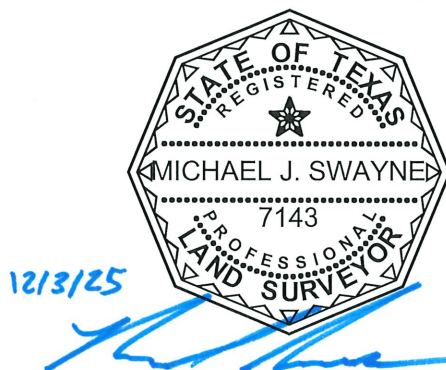
South 88°01'47" East, 59.02 feet to a point for corner;

North 87°11'13" East, 283.89 feet to a point for corner in the northeast line of said 41.36 acre tract and in the west line of I-35W, from which a 1/2-inch iron rod found for the northeast corner of said 41.36 acre tract bears, North 27°59'47" West, 37.47 feet;

THENCE South 27°59'47" East, with the northeast line of said 41.36 acre tract, 168.95 feet to a 1-inch iron rod found for the northeast corner of said Lot 2R;

THENCE South 65°42'03" West, with the north line of said Lot 2R, 272.37 feet to a 1-inch iron rod found for the northwest corner of said Lot 2R;

THENCE South 24°23'46" East, with an east line of said 41.36 acre tract and a west line of said Lot 2R, 664.44 feet to the **POINT OF BEGINNING** and containing 12.96 acres of land.







City Council Meeting Management Report

Meeting Date: December 15, 2025

Contact: Justin French, Community Development Director

AGENDA ITEM:

Public Hearing, Consideration and Action on Ordinance No. 2025-0031; An Ordinance of the City Of Alvarado, Texas, Rezoning from Agricultural (A) District with a portion in the Floodplain (FP) Overlay District to General Commercial (C-2) District, on a tract in the John Spiva Survey, A-214, being 24.69 acres approximately addressed at 6881 E. Hwy 67 and 602 Percifield Trail, in the City Of Alvarado, Johnson County, Texas; providing that this Ordinance shall be cumulative of all Ordinances; providing a severability clause; providing for publication in the official newspaper; and providing an effective date. (French)

BACKGROUND & FINDINGS:

The Future Land Use (FLU) map within the Alvarado Comprehensive Plan designates the subject site for Interstate Business with exception of a small portion along the west property line which is designated Floodplain. The Interstate Business land use category is intended for big box retail and lifestyle shopping centers. These uses are best suited along the IH-35W corridor. This type of development will increase the non-residential tax revenue for the City and will attract residents and visitors.

A portion of the subject site is currently located outside Alvarado city limits and in Alvarado's extraterritorial jurisdiction (ETJ). The property owner has petitioned the Alvarado City Council to consider annexation of this portion, which is scheduled for the December 15th Council meeting along with this rezoning request.

FINANCIAL IMPACT:

None.

RECOMMENDATION:

The requested rezoning is consistent with the Interstate Business designation on the Future Land Use map in the Comprehensive Plan. It is also consistent with the Regional Mixed-Use designation in the drafted Future Land Use map in the new comprehensive plan currently being developed and tentatively scheduled for consideration of adoption in January 2026.

On November 13, 2025, the Planning and Zoning Commission recommended approval by a vote of 4-0.

MANAGEMENT REVIEW:

Paul DeBuff, City Manager

ATTACHMENTS: Application, Location Map, Zoning Map, C-2 Quick Reference, Notices, Future Land Use Map, Owner Notice map and listing, Drafted Ordinance 2025-0031,

CITY OF ALVARADO

APPLICATION FOR ZONING CHANGES

DATE: 9/30/25 CLERK: _____ FEE: _____ CASE NO: _____

NAME OF APPLICANT: _____ PH: () _____

MAILING ADDRESS: _____

APPLICANT IS THE: OWNER / LEASER / PURCHASER OF THE PROPERTY.

circle one

NAME OF OWNER: TEXAS A&M TRUST ETAL MARY H PERCIFIELD TRUSTEE PH: () _____

MAILING ADDRESS: 602 PERCIFIELD TRL ALVARADO, TX 76009-0673

STREET ADDRESS OF PROPERTY: NWC of I-35W and US 67 ACREAGE: 22.3

LEGAL DESCRIPTION: Refer to Metes and Bounds Exhibit

PRESENT ZONE OF PROPERTY: AG PRESENT USE: Vacant

REQUESTED ZONE: C-2 PROPOSED USE: Big Box Retail

REASON FOR CHANGE: Re-zoning to match adjacent zoning to allow for use of big box retail

USAGE OF ADJACENT PROPERTY NORTH: ETJ/AG

SOUTH: Retail

EAST: Retail

WEST: ETJ/AG

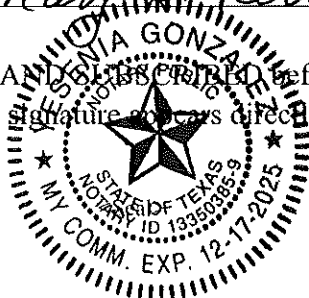
NOTE: If the property can be identified by the subdivision or addition please include that with the lot and block numbers as the legal description. You must also attach a copy of the appropriate portion of the subdivision or addition plat with the subject property clearly indicated on it. If property is not part of a subdivision or addition plat, give the complete metes and bounds description of the property and indicate the location of said property by identifying one or more adjacent tracts and/or rights-of-way or attach a surveyor's plat of the property.

APPLICANT'S SIGNATURE: _____

The undersigned hereby, on oath, states that he or she is the record owner of the property for which this application is made.

OWNER: Mary H. Percifield

SWORN TO AND SUBSCRIBED before me this 1st day of October, 2025, by the person whose signature appears directly above.



Meseri AG 20
Notary Public in and for The State of Texas.
My Commission expires 12.17.25

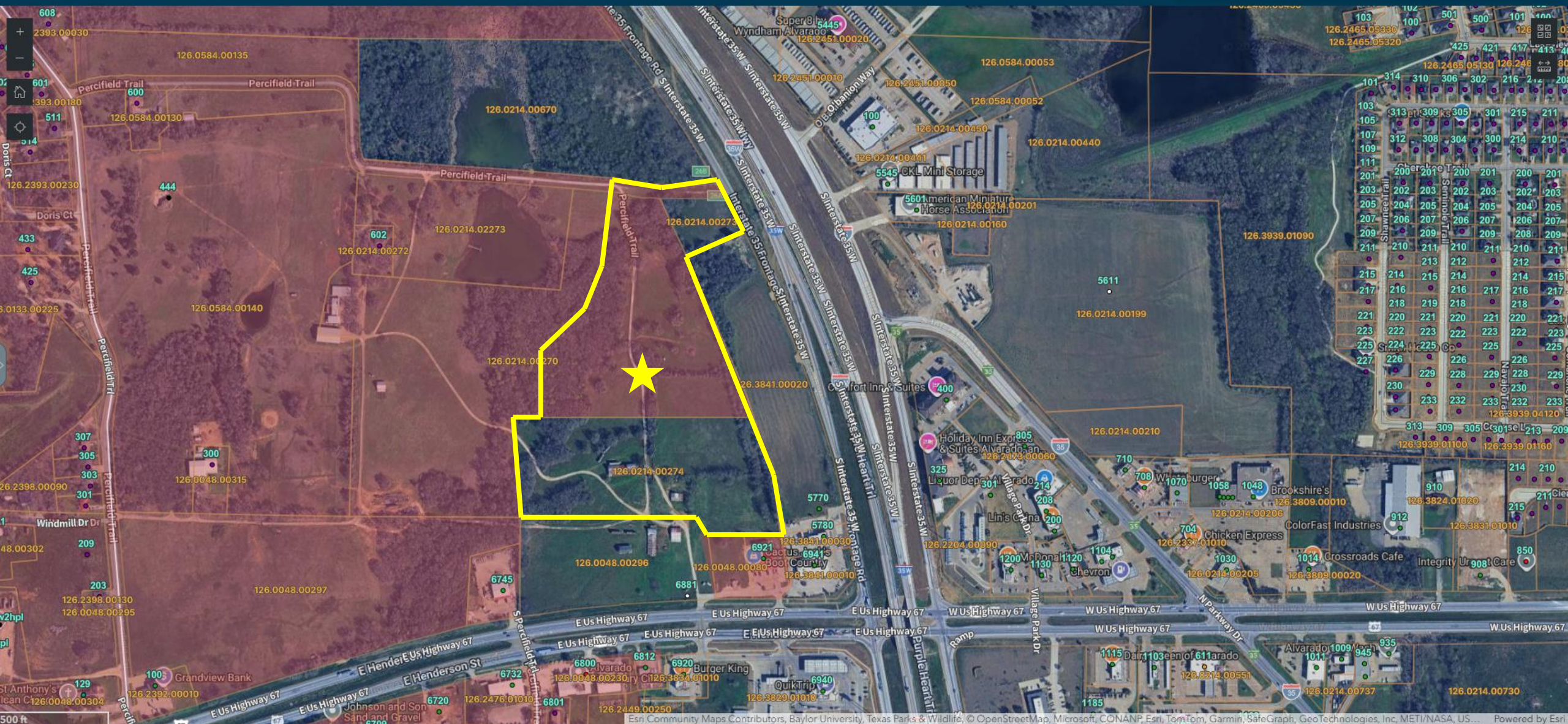
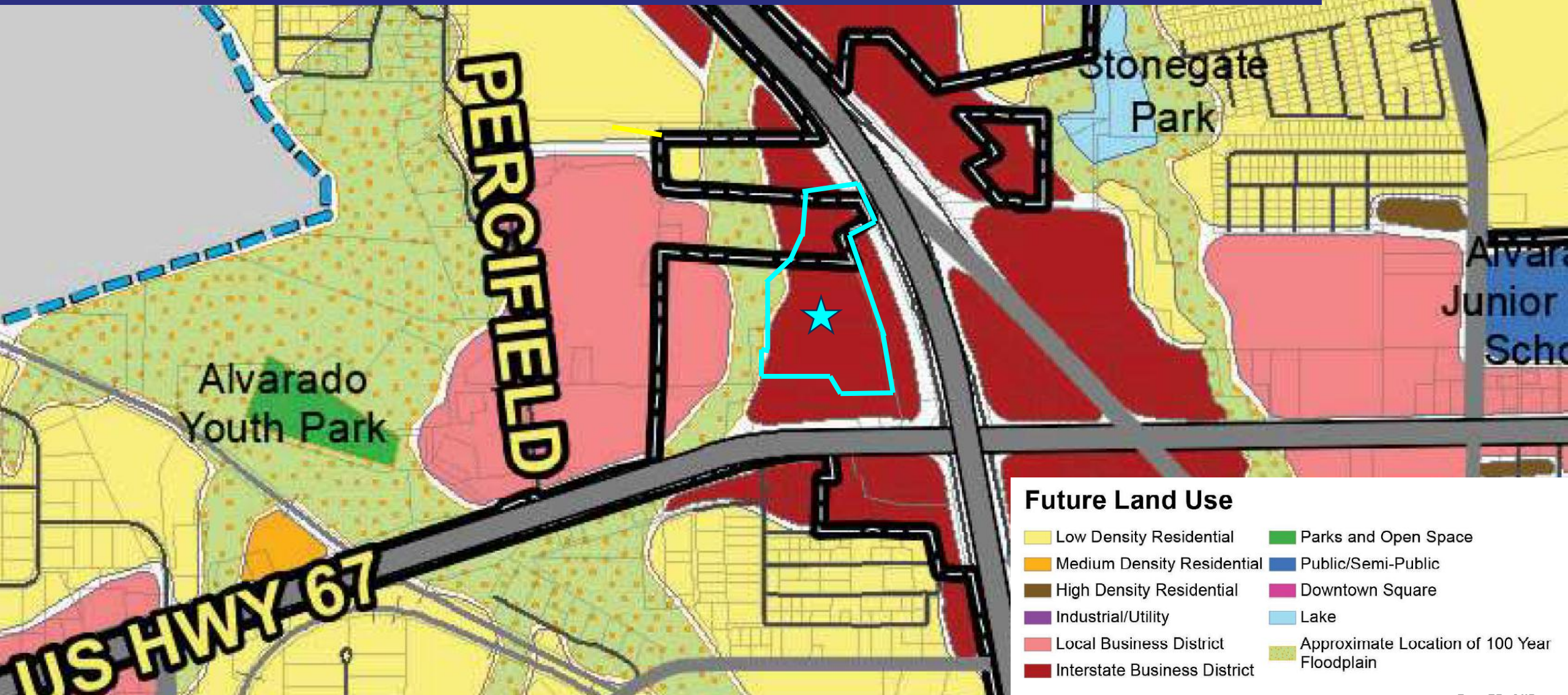


Figure 18. Future Land Use

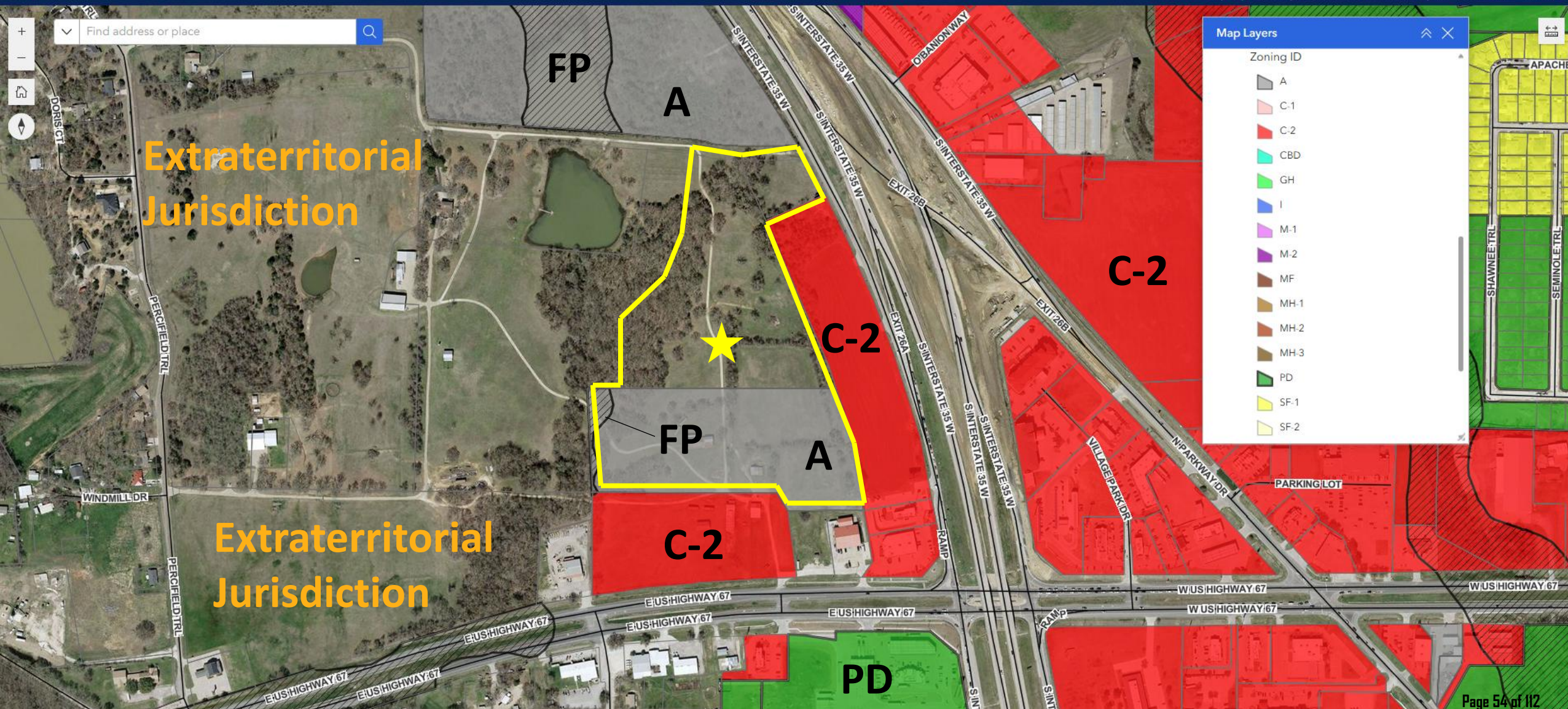


Current Zoning Map



All In One Interactive Map

Map Layers Legend Print Basemap ... Bookmark Select





Notification Map

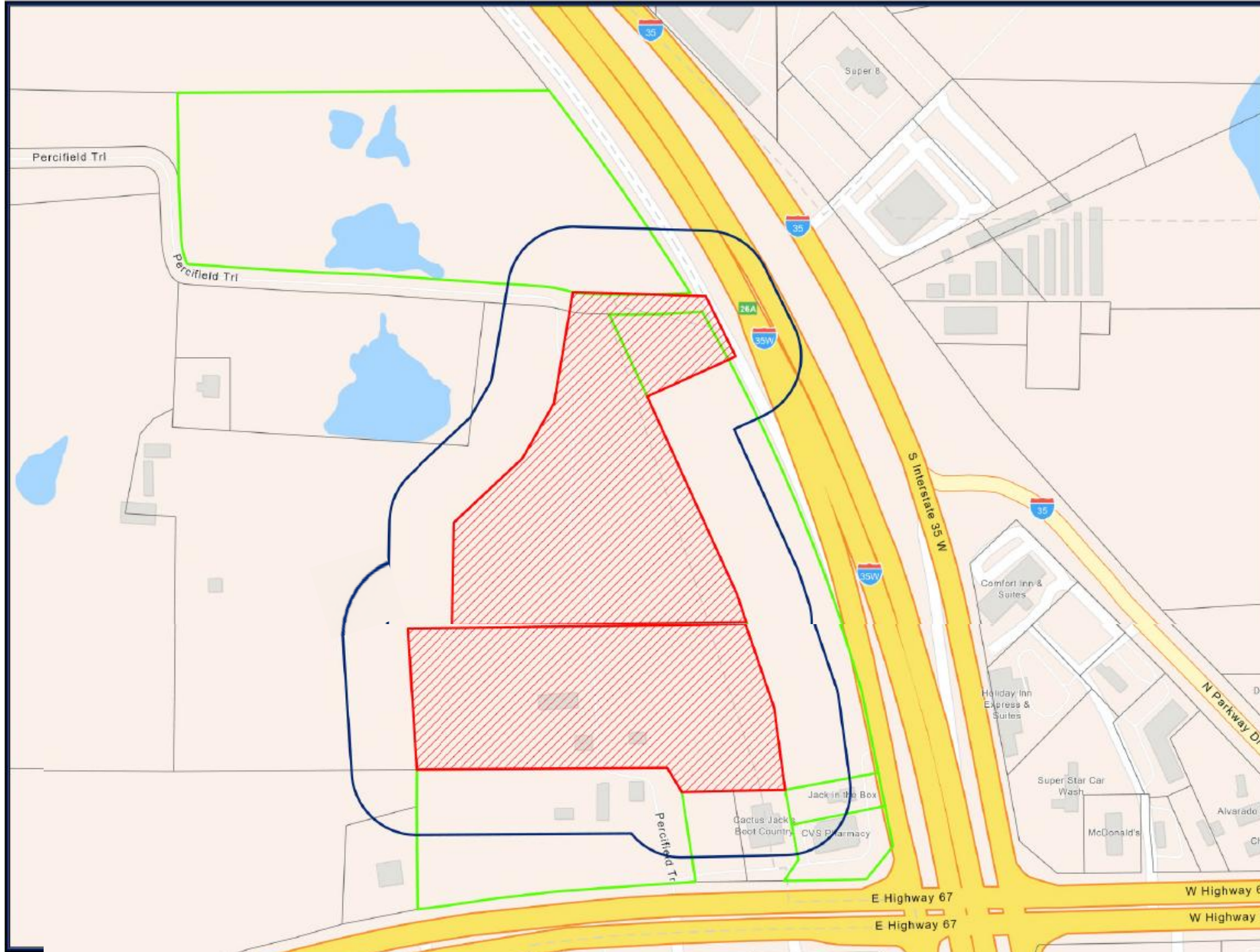
Legend

- Johnson County Parcels
- Subject Property
- 200 FT Buffer
- Notifications



0 205 410 Feet

10/15/2025



ACCOUNT_NU	NAME	OWNER ADDRESS
R000094317	TEXAS A&M TRUST ETAL	602 PERCIFIELD TRL, ALVARADO, TX 76009-0673
R000006601	RUSSELL E R EST	30571 LOS ALTOS DR, REDLANDS, CA 92374-7423
R000095282	VALDEZ STREET PROPERTIES LLC	1 CVS DR #MC2320, WOONSOCKET, RI 02895-6146
R000095283	ALVARADO 35/67 LLC	1845 PRECINCT LINE RD, STE 108, HURST, TX 76054
R000111204	5780 SOUTH I35 W LLC	1915 WESTRIDGE DR, IRVING, TX 75038-0000

PUBLIC NOTICE

Notice is hereby given that the Alvarado Planning and Zoning Commission will conduct a public hearing at their regularly scheduled meeting in the Council Chambers at Alvarado City Hall on Thursday, November 13, 2025 at 6:30 P.M. to consider and act on the items below.

Application of Mary H. Percifield on behalf of Texas A&M Trust Etal Mary H. Percifield Trustee represented by Kimley Horn for a zoning change from Agricultural (A) District with a portion in the Floodplain (FP) Overlay District to General Commercial (C-2) District on approximately 24.69 acres known as a tract in the John Dixon Survey, A-214, approximately addressed at 6881 E. Hwy 67 and 602 Percifield Trail.

The Alvarado City Council will also conduct a public hearing and consider the recommendations of the Planning and Zoning Commission regarding the above matter on Monday, December 15, 2025 at 6:30 p.m. in the Council Chambers at Alvarado City Hall, 104 W. College Avenue.



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

October 20, 2025

Texas A&M Trust Etal Mary H. Percifield Trustee
Attn: Mary H. Percifield
602 Percifield Trail
Alvarado, TX 76009-0673

The City of Alvarado has received your request for a zoning change from Agricultural (A) District with portion in the Floodplain (FP) Overlay to General Commercial (C-2) District on 24.69 acres known as a tract in the John Dixon Survey, A-214, approximately addressed at 6881 E. Hwy 67 and 602 Percifield Trail.

NOTICE OF HEARING BEFORE PLANNING AND ZONING COMMISSION

Notice is hereby given that a public hearing will be held before the Planning and Zoning Commission of the City of Alvarado on Thursday, the 13th day of November 2025, in the Council Chambers, 104 W. College Avenue, at 6:30p.m. regarding this request. The Planning and Zoning Commission will forward a recommendation to the City Council.

NOTICE OF HEARING BEFORE CITY COUNCIL

Notice is hereby given that a public hearing will be held by the City Council of the City of Alvarado on Monday, the 15th day of December 2025, in the Council Chambers, 104 W. College Avenue, at 6:30 p.m., regarding this request.

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

Sincerely,

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



City of Alvarado

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

October 20, 2025

Dear Property Owner,

The City of Alvarado has received the request made by Mary H. Percifield on behalf of Texas A&M Trust Etal Mary H. Percifield Trustee represented by Kimley Horn for a zoning change from Agricultural (A) District with a portion in the Floodplain (FP) Overlay to General Commercial District (C-2) District on 24.69 acres known as a tract in the John Dixon Survey, A-214, approximately addressed at 6881 E. Hwy 67 and 602 Percifield Trail.

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NOTICE OF HEARING BEFORE CITY COUNCIL

Notice is hereby given that a public hearing will be held by the City Council of the City of Alvarado on Monday, the 15th day of December 2025, in the Council Chambers, 104 W. College Avenue, at 6:30 p.m., regarding this request.

According to City and County Tax Records, you are the owner of property which is located within two hundred (200) feet of the area of the requested zoning change. This is notice of the public hearings, at which any interested persons will be given an opportunity to be heard. In hearing this matter, the Planning and Zoning Commission and City Council may approve the request as submitted, may approve an amended request, or may deny the request. For more information on the Comprehensive Plan, its land use classifications and its role in the planning and zoning process, you may contact the Community Development Director at 817.240.9585, or via email below.

Sincerely,

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

Sec. 42-30. C-2 general commercial district.

- (a) *Purpose.* The C-2 district is intended to allow the development of areas that provide a greater number and mix of retail and commercial uses. The uses permitted in the C-2 district are not generally carried on completely within a building or structure and an expanded range of service and repair uses is permitted. This district is reserved for areas of adequate size and location so that its broad range of high intensity land uses will not cause or create nuisances to adjoining zoning districts.
- (b) *Permitted uses and parking regulations.* In the C-2 district, no building or land shall be used and no building shall be hereinafter erected, placed, reconstructed, altered or enlarged, unless otherwise provided in this chapter, except for the following uses:

USE	PARKING REGULATIONS
Accessory building to main use	1 space per employee to be occupying the building
Amusement, commercial (indoor or outdoor)	1 space for every 1,000 square feet of gross floor area
Antique shop	1 space for every 200 square feet of floor area
Arts, crafts store (indoor or outdoor sales)	1 space for every 200 square feet of floor area
Assisted living facility	1 space per employee, plus 1 space for each 6 beds
Auto laundry	1 space per 200 square feet of floor space
Auto parts sales (inside)	1 space for every 200 square feet of floor area
Auto repair, minor	3 spaces per service bay, plus 1 space per employee (maximum shift), plus 1 space per tow truck or other service vehicle
Automobile and trailer sales area, new or used	1 space per employee, plus 1 space per stored vehicle, plus 1 space for each 500 square feet of indoor floor area or 1 space for each 1,000 square feet of outdoor area, whichever is greater
Automobile service station	3 spaces per service bay, plus 1 space per employee (maximum shift), plus 1 space per tow truck or other service vehicle
Bakery and confectionary, retail sales	1 space per 300 square feet of gross floor area
Bank, savings and loan, credit union	1 space per 200 square feet of gross floor area
Bar, tavern, nightclub	1 space per 300 square feet of gross floor area
Barber school or college	1 space for each 2 students, plus 1 space for each classroom, laboratory or instruction area
Barbershop	1 space per 200 square feet of gross floor area
Beauty culture school; cosmetology spec. shop	6 or 1 space per 300 square feet of gross floor area
Beauty shop	1 space per 200 square feet of gross floor area
Bed and breakfast inn	2 enclosed spaces per unit, must be attached to main structure
Boat sales and storage	1 space per 300 square feet of gross floor area
Bowling alley	Six spaces for each lane
Building materials, hardware (inside storage)	2 spaces plus 1 additional parking space for each 500 square feet of gross floor area over 1,000 square feet
Bus terminal	1 space per intended user
Business service	1 space per 300 square feet of gross floor area
Candle manufacturing	1 space for each 2 employees on the maximum working shift, plus space to accommodate all vehicles used in connection therewith, but not less than 1

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	space per 1,000 square feet of gross floor area, whichever is greater
Carwash	1 space per employee
Child care center	1 space per ten pupils/clients (design capacity)
Civic center	10 spaces plus 1 space for each 300 square feet of floor area in excess of 2,000 square feet. In an auditorium is included as part of the building, its floor area shall be deducted from the total and additional parking provided on the basis of 1 space for each 4 seats that it contains
Clinic, medical or dental	1 space per 200 square feet of gross floor area
Community center, private	10 spaces plus 1 additional space for each 300 square feet of gross floor area in excess of 2,000 square feet. If an auditorium is included as a part of the building, its floor area shall be deducted from the total and additional parking provided on the basis of 1 space for each 4 seats that it contains
Community center, public	10 spaces plus 1 additional space for each 300 square feet of gross floor area in excess of 2,000 square feet. If an auditorium is included as a part of the building, its floor area shall be deducted from the total and additional parking provided on the basis of 1 space for each 4 seats that it contains
Concrete, asphalt batching plant (temporary)	1 space for each 2 employees on the maximum working shift, plus space to accommodate all vehicles used in connection therewith, but not less than 1 space for each 1,000 square feet of gross floor area, whichever is greater
Construction yard (temporary)	1 space per employee to be occupying the area
Convenience store	1 space per 300 square feet of gross floor area or 32
Custom personal service shop	1 space per 200 square feet of gross floor area
Dance hall	1 space per 100 square feet of gross floor area
Discount, variety, or department store	1 space per 200 square feet of gross floor area
Drapery, needlework, or weaving shop	1 space per 300 square feet of gross floor area
Electrical substation	1 space per employee
Electrical transmission line	0 spaces
Engine and motor repair	3 spaces per service bay, plus 1 space per employee (maximum shift), plus 1 space per tow truck or other service vehicle
Exhibition area	1 space per employee, plus 1 space for each 2 patrons based on maximum patron load
Farm equipment, sales and service	2 spaces plus 1 additional parking space for each 500 square feet of gross floor area over 1,000 square feet
Feed and farm supply (inside sales/storage)	1 space per 300 square feet of gross floor area
Feed and farm supply (outside sales/storage)	1 space per 300 square feet of gross floor area
Field or sales office, temporary	1 space per employee
Florist	1 space per 300 square feet of gross floor area
Food store; grocery store	1 space per 300 square feet of gross floor area

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Fraternal organization, lodge or civic club	1.25 spaces per 200 square feet
Furniture and appliance repair and storage	2 spaces plus 1 additional parking space for each 500 square feet of gross floor area over 1,000 square feet
Furniture, appliance store	2 spaces plus 1 additional parking space for each 500 square feet of gross floor area over 1,000 square feet
Garage, private	1 space per employee to be occupying the garage
Garden center (retail sales)	1 space per 200 square feet of gross floor area
Gas metering station	1 space per employee
General merchandise indoor auction	1 space per 300 square feet of gross floor area
General merchandise store	1 space per 200 square feet of gross floor area
Greenhouse or plant nursery, commercial	1 space per 200 square feet of floor area
Greenhouse or plant nursery, noncommercial	1 space per employee
Gymnastic or dance studio	1 space for each three seats at maximum seating capacity, plus 1 space for each 200 square feet
Handcraft shop	1 space per 300 square feet of gross floor area
Health club; gymnasium	1 space per employee plus 1 space per 100 square feet of floor area
Heliport or heli-atop	1 space if located on the ground
Hospital (acute care)	1 space for every 2 beds
Hospital (chronic care); long term health care facility	1 space for each 2 beds
Laboratory, medical or dental	1 space per 300 square feet of gross floor area or 1 of the clinics
Laundry and cleaning, commercial	1 space per 300 square feet of gross floor area
Library	10 spaces plus 1 additional space for each 300 square feet of gross floor area in excess of 2,000 square feet. If an auditorium is included as a part of the building, its floor area shall be deducted from the total and additional parking provided on the basis of 1 space for each 4 seats that it contains
Liquefied petroleum gas, storage and sale (no bulk plants)	1 space per employee plus 1 space for every 2,000 square feet of floor area
Local utility distribution lines	0 spaces
Medical supplies, sales and service	1 space per 300 square feet of gross floor area
Metal dealer, crafted precious	1 space per 300 square feet of gross floor area
Mobile food vendor	0 spaces
Mortuary or funeral home	1 space per 500 square feet of gross floor space in slumber rooms, parlors, or individual funeral service rooms
Motorcycle sales and service	1 space per employee, plus 1 space per stored vehicle, plus 1 space for each 500 square feet of indoor floor area or 1 space for each 1,000 square feet of outdoor area, whichever is greater
Museum or art gallery	10 spaces plus 1 additional space for each 300 square feet of gross floor area in excess of 2,000 square feet. If an auditorium is included as a part of the building, its floor area shall be deducted from the total and

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	additional parking provided on the basis of 1 space for each 4 seats that it contains
Nonprofit animal shelter	1 space per 200 square feet of floor area
Nursery school, kindergarten	1 space per 10 pupils/clients (design capacity)
Office center	1 space per 300 square feet of gross floor area
Office, professional or general administrative	1 space per 300 square feet of gross floor area
Office-showroom/warehouse	1 space per 1,000 square feet of gross floor area for storage and warehousing, plus 1 space for each 100 square feet of office, sales or display area
Oil, gas, other mineral extraction	1 space for each 2 employees on the maximum working shift, plus space to accommodate all vehicles used in connection therewith, but not less than 1 space for each 1,000 square feet of gross floor area, whichever is greater
Park, playground or recreation center (public)	1 space per acre plus additional parking per facility constructed as herein provided
Parking lot or parking garage, automobile	1 space per employee, plus 1 space per vehicle to be parked
Pawn shop	1 space per 300 square feet of gross floor area
Personal service shop	1 space per 200 square feet of gross floor area
Pet shop	1 space per 300 square feet of gross floor area
Pharmacy	1 space per 300 square feet of gross floor area
Plumbing service	1 space per 300 square feet of gross floor area
Plumbing, heating, refrigeration or air conditioning business	1 space per 300 square feet of gross floor area
Post office, government and private	1 space per 300 square feet of gross floor area
Public or private franchised utility, excluding office buildings, garages, shops, railroad yards, loading yards, and warehouses	1 space per employee
Quick oil change facility	1 space per employee
Quick tune-up facility	1 space per employee
Racquetball facilities	4 spaces for each court
Radio, TV or microwave operation, amateur or commercial. (See further regulations in section 42-55(i))	1 space per employee
Railroad station	1 space per employee, and if station is for public travel, 1 space for every 1,000 square feet of areas meant for public travel
Railroad Team track and right-of-way	1 space per employee
Railroad track and right-of-way	1 space per employee
Residence hotel	1 space for each sleeping room per unit, plus 1 space for each 300 square feet of commercial floor area
Restaurant or cafeteria, with drive-in or drive-through service	1 parking space per 100 square feet of gross floor area
Restaurant or cafeteria, without drive-in or drive-through service	1 parking space per 100 square feet of gross floor area
School, commercial	1 space for each 2 students, plus 1 space for each classroom, laboratory or instruction area

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School, private (primary and/or secondary)	1 space for each four seats in the main auditorium or 1 space for each classroom plus 1 space for each 2 students, whichever is greater
School, public (primary and/or secondary)	1 space for each four seats in the main auditorium or 1 space for each classroom plus 1 space for each 2 students, whichever is greater
School, trade	1 space for each 2 students, plus 1 space for each classroom, laboratory or instruction area
Second hand store, furniture/clothing	1 space per 200 square feet of gross floor area
Service, retail	1 space per 200 square feet of gross floor area
Sewage pumping station	0 spaces
Shopping center	1 space per 200 square feet of gross floor area. The total floor area used for restaurants and cafeterias (but not including private clubs) which exceeds 10 percent of the shopping center floor area, shall require an additional 1 parking space per 100 square feet of gross floor area
Shops, office and/or storage area of public or private utility	1 space per employee
Stadium or playfield	1 parking space for each 4 seats or bench seating spaces
Studio (photographer, musician, artist)	1 space per 200 square feet of gross floor area
Studio for radio and television	1 space per 200 square feet of gross floor area
Swimming pool, commercial	1 space for each 100 square feet of gross water surface and deck area
Tanning salon	1 space per 200 square feet of gross floor area
Tattoo parlor/body piercing studio	1 space per 200 square feet of gross floor area
Taxidermist	1 space per 200 square feet of gross floor area
Teen club	1 space for every 1,000 square feet of floor area
Telephone exchange	1 space per employee
Telephone line	0 spaces
Theater (indoor)	1 space for each 4 seats or bench seating spaces
Tire dealer (with outside storage)	1 space for every 200 square feet of floor area
Tool rental shop	1 space per 200 square feet of gross floor area
Transit station or turnaround	1 space per intended user
Truck sales	1 space per employee, plus 1 space per stored vehicle, plus 1 space for each 500 square feet of indoor floor area or 1 space for each 1,000 square feet of outdoor area, whichever is greater
Washateria	1 space per 200 square feet of gross floor area
Water pumping station or well	0 spaces
Water storage, elevated or ground	0 spaces
Water treatment plant	1 space per employee

(c) *District restrictions.* The following restrictions shall apply to uses in the C-2 district.

(1) The business shall be conducted wholly within an enclosed building;

- (2) Required yards shall not be used for display, sale, or storage of merchandise or for the storage of vehicles, equipment, containers, or refuse facilities;
 - (3) All merchandise shall be sold at retail on the premises; and
 - (4) Such use shall not be objectionable because of odor, excessive light, smoke, dust, noise, vibration, or similar nuisance.
- (d) *Development criteria.* Unless otherwise specifically provided in this section, the following development criteria shall apply to this district:
- (1) Every use, or any part thereof, that is not conducted within a building completely enclosed on all sides shall be enclosed within a wall or fence a minimum of six feet and a maximum of ten feet in height. Such wall or fence shall completely screen all operations conducted within such wall or fence from observation. No exterior storage area shall encroach into any of the required yards. All outside storage shall be placed upon an all-weather hard surface. The screening requirements set forth above shall not apply to:
 - a. Off-street parking of motor vehicles in operable condition;
 - b. Off-street loading;
 - c. Permitted display of merchandise for sale to the public; and
 - d. Establishments of the drive-in type.
 - (2) The first ten feet of the required front yard setback, measured from the property line shall be landscaped with trees, grass and shrubs, provided with pedestrian walks to the front of the building and maintained in a neat and attractive condition. The balance of said required setback may be utilized for off-street parking.
 - (3) No loading or storage of material or products shall be permitted in the required front yard.
- (e) *Specific uses.* The following specific uses are allowed in the C-2 district when authorized under the provisions of section 42-45:

USE	PARKING REGULATIONS
Air conditioning and refrigeration contractor	1 space for every 200 square feet of floor area
Airport, landing field	1 space per employee, plus 1 space per stored vehicle
Arcade	1 space for every 200 square feet of floor area
Assisted living facility	1 space per employee to be occupying the building
Auto leasing	1 space per employee, plus 1 space per stored vehicle, plus 1 space for each 500 square feet of indoor floor area or 1 space for each 1,000 square feet of outdoor area, whichever is greater
Brew pub	1 space per 100 square feet of gross floor area
Building materials, hardware (outside storage)	2 spaces plus 1 additional parking space for each 500 square feet of gross floor area over 1,000 square feet
Cabinet and upholstery shop	1 space per 300 square feet of gross floor area
Cemetery or mausoleum	1 space per employee plus 1 space for every 1,000 square feet of gross floor area
Church, rectory, place of worship	1 space for every 4 seats in the main auditorium
Cleaning and dyeing, small shop	1 space per 300 square feet of gross floor area
College or university	1 space for each 2 students, plus 1 space for each classroom, laboratory or instruction area

Community home	1 space per employee to be occupying the building
Electric power generating plant	1 space per employee
Fairgrounds	1 space per employee, plus 1 space for each 2 patrons based on maximum patron load
Farm seed and/or fertilizer sales/storage (inside)	1 space for each 2 employees on the maximum working shift, plus space to accommodate all vehicles used in connection therewith, but not less than 1 space per 1,000 square feet of gross floor area, whichever is greater
Flea market	1.5 spaces for each 200 square feet of gross floor area or market area
Food products processing	1 space for each 2 employees on the maximum working shift, plus space to accommodate all vehicles used in connection therewith, but not less than 1 space per 1,000 square feet of gross floor area, whichever is greater
Golf driving range	1 space per employee plus 1 space per 5,000 square feet of floor area
Heavy machinery sales	2 spaces plus 1 additional parking space for each 500 square feet of gross floor area over 1,000 square feet
Hotel, motel, motor hotel, or motor lodge	1 space for each sleeping room, unit or guest accommodation, plus 1 space for each 300 square feet of commercial floor area
Kennel (with or without outside pens)	1 space per 200 square feet of floor area
Microbrewery	1 space per 200 square feet of floor area
Microdistillery	1 space per 200 square feet of floor area
Newspaper printing	1 space per 300 square feet of gross floor area
Parking lot or parking garage, truck parking	1 space per employee, plus 1 space per vehicle to be parked
Pipe sales and supply	1 space for each 2 employees on the maximum working shift, plus space to accommodate all vehicles used in connection therewith, but not less than 1 space per 1,000 square feet of gross floor area, whichever is greater
Print shop	1 space per 300 square feet of gross floor area
Prison, jail or place of incarceration	1 space per employee plus 1 space for every 200 square feet of visitor floor area
Pump sales, repair and maintenance	1 space for each 2 employees on the maximum working shift, plus space to accommodate all vehicles used in connection therewith, but not less than 1 space per 1,000 square feet of gross floor area, whichever is greater
Registered family home	1 space per employee
Retirement housing	1 space for each 6 beds per unit
Sand, gravel, stone or earth sales	1 space per 300 square feet of gross floor area
School, trade or commercial	1 space for each 2 students, plus 1 space for each classroom, laboratory or instruction area
Self storage; mini-warehouse	4 spaces per complex, plus 1 space per 5,000 square feet of storage area

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Servant's, caretaker's or guard's residence	1 space per unit
Service yards of government agency	1 space per employee
Sewage treatment plant	1 space per employee
Shooting range, target range	1 space per employee plus 1 space for every 5,000 square feet of floor area
Solid waste transfer station	1 space per employee
Storage/wholesale warehouse, light	1 space for each 2 employees, or 1 space per 1,000 square feet of total gross floor area, whichever is greater
Swimming pool, private	1 space for each 100 square feet of gross water surface and deck area
Theater (outdoor)	1 space for each 4 seats or bench seating spaces
Tire dealer (no outside storage)	1 space for every 200 square feet of floor area
Tire retreading and recapping	1 space per employee
Tobacco sales	1 space per 200 square feet of gross floor area
Trailer rental	1 space per 200 square feet of gross floor area
Travel trailer, manufactured housing or manufactured home display and sales	1 space per 200 square feet of gross floor area
Truck and bus leasing	1 space per employee, plus 1 space per stored vehicle, plus 1 space for each 500 square feet of indoor floor area or 1 space for each 1,000 square feet of outdoor area, whichever is greater
Truck or motor freight terminal	1 space per employee plus one space for each intended vehicle to be accommodated
Vendor, stationary	1 space per 200 square feet of gross floor area
Veterinarian clinic (with or without outside pens)	1 space per 200 square feet of gross floor area

(f) *Development requirements.*

Minimum lot area:	None
Minimum lot width:	None
Minimum lot depth:	80 linear feet
Minimum front yard:	25/35 linear feet ¹
Minimum side yard:	No side yard is required except that a side yard of not less than 15 feet shall be provided on the side of a lot abutting a residential district even when separated by an alley.
Minimum rear yard:	No rear yard is required except that a rear yard of not less than 25 feet or 20 percent of the depth of the lot, whichever is lesser, shall be provided upon that portion of a lot abutting or across a rear alley or street from a residential district.
Maximum ground coverage:	None
Maximum density per acre:	NA
Height:	45 linear feet ²

¹ The first number in the column is the required setback for a front yard abutting a residential street; the second number in the column is the required setback for a front yard abutting a collector or major street.

² No building shall exceed 45 feet in height, except cooling towers, roof gables, chimneys, vent stacks, or mechanical equipment rooms, which may project not more than 12 feet beyond maximum building height. The height restrictions of this district shall not apply to church steeples.

(g) *Screening devices.* In the event that the C-2 district abuts or is adjacent to a lot zoned SF-1, SF-2, GH, MH-1, MH-2, MH-3, TF, or MF, no windows shall be permitted above ten feet on the building sides facing such residential district. In addition, a masonry or wood wall shall be constructed on the nonresidential property adjacent to the common property line. Except as provided by section 42-59, the wall shall have a minimum height of six feet above the average grade and shall taper to a height of three feet at the front building setback. Screening located exclusively along the front building set back must be an irrigated earthen berm, hedge, or decorative fencing only. This screening shall be maintained throughout the existence of the commercial use by the owner of the property.

(h) *Masonry requirements.*

(1) All single-story buildings hereafter constructed or placed in the C-2 district shall have at least 75 percent of their exterior wall surface constructed of masonry and/or glass pane.

(2) All buildings having more than a single story hereafter constructed or placed in the C-2 district shall have at least 50 percent of their exterior wall surface constructed of masonry and/or glass pane.

(3) All additions hereafter constructed to buildings in the C-2 district shall have at least 50 percent of their exterior wall surface constructed of masonry and/or glass pane.

(Ord. No. 2015-005, § 1, 4-20-2015)

ORDINANCE NO. 2025-0031

AN ORDINANCE OF THE CITY OF ALVARADO, TEXAS, REZONING FROM AGRICULTURAL (A) DISTRICT WITH A PORTION IN THE FLOODPLAIN (FP) OVERLAY DISTRICT TO GENERAL COMMERCIAL (C-2) DISTRICT, ON A TRACT IN THE JOHN SPIVA SURVEY, A-214, BEING 24.69 ACRES APPROXIMATELY ADDRESSED AT 6881 E. HWY 67 AND 602 PERCIFIELD TRAIL, IN THE CITY OF ALVARADO, JOHNSON COUNTY, TEXAS; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR PUBLICATION IN THE OFFICIAL NEWSPAPER; AND PROVIDING AN EFFECTIVE DATE.

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

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

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

WHEREAS, The City Council finds the proposed zoning is consistent with the Interstate Business land use category of the Future Land Use Plan; and

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

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

SECTION 1. That the Comprehensive Zoning Ordinance and the Zoning Map of the City of Alvarado are hereby amended to change the zoning designation on the herein described property and area known as Tracts 1 and 2 in Exhibit “A” of this ordinance.

SECTION 2. This ordinance shall be cumulative of all provisions and ordinances of the Code of Ordinances of the 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 5. It is hereby declared to be the intention of the City Council that the phrases, clauses, sentences, paragraphs and sections of this ordinance are severable, and if any phrase, clause, sentence, paragraph or section of this ordinance shall be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs and section of this ordinance, since the same would have been enacted by the City Council without the incorporation in this ordinance of any such unconstitutional phrase, clause, sentence, paragraph or section.

SECTION 6. Any person, firm or corporation who violates, disobeys, omits, neglects or refuses to comply with or who resists the enforcement of any of the provisions of this ordinance involving zoning, fire safety, or public health and sanitation shall be fined not more than Two Thousand Dollars (\$2,000.00). Each day that a violation is permitted to exist shall constitute a separate offense.

SECTION 7. The City Secretary of the City of Alvarado is hereby directed to publish the caption, penalty clause, publication clause and effective date clause of this ordinance one time for two days in the official newspaper of the City, as authorized by Section 52.011 of the Local Government Code.

SECTION 8. This ordinance shall be in full force and effect from and after its passage and publication as required by law.

AND SO IT IS ORDAINED.

Passed on this the 15th day of December, 2025 by a vote of ____ to ____.

ATTEST:

CITY OF ALVARADO

Bobbie Jo Taylor, City Secretary

By: _____
Jacob Wheat, Mayor

Exhibit "A"

TRACT 1

BEING a tract of land situated in the John Dixon Survey, Abstract No. 214, Johnson County, Texas, being a portion of that called 41.36 acre tract of land conveyed to Texas A&M Trust by deed recorded in Document No. 2018-24127, Official Public Records of Johnson County, Texas (O.P.R.J.C.T.) and being more particularly described as follows:

BEGINNING at a 1-inch iron rod found for an east corner of said 41.36 acre tract and a west corner of Lot 2R, Block A of CVS Alvarado Addition, a plat recorded in Document No. 2021-190, Plat Records Johnson County, Texas (P.R.J.C.T.);

THENCE South 18°43'15" East, with an east line of said 41.36 acre tract and a west line of said Lot 2R, 95.55 feet to a point for corner, from which a 1-inch iron rod found for an east corner of said 41.36 acre tract and a west corner of said Lot 2R bears, South 18°43'15" East, 263.06 feet;

THENCE over said 41.36 acre tract the following courses:

South 89°13'40" West, 886.80 feet to a point for corner;

North 00°46'07" West, 313.23 feet to a point for corner;

North 45°52'10" East, 282.67 feet to a point for corner;

North 28°11'08" East, 185.33 feet to a point for corner;

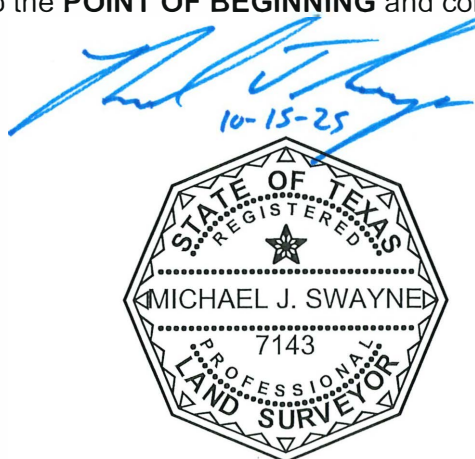
North 07°47'08" East, 345.82 feet to a point for corner in the north line of said 41.36 acre tract, from which a north corner of said 41.36 acre tract and the northeast corner of a called 9 acre tract of land conveyed to Texas A&M Trust by deed recorded in Document No. 2013-24123 bears North 87°58'47" West, 245.07 feet;

THENCE South 87°58'47" East, with the north line of said 41.36 acre tract, 400.13 feet to a 1/2-inch iron rod found for the northeast corner of said 41.36 acre tract, and in the west line of I-35W;

THENCE South 27°59'47" East, with the northeast line of said 41.36 acre tract, 206.42 feet to a 1-inch iron rod found for the northeast corner of said Lot 2R;

THENCE South 65°42'03" West, with the north line of said Lot 2R, 272.37 feet to a 1-inch iron rod found for the northwest corner of said Lot 2R;

THENCE South 24°23'46" East, with an east line of said 41.36 acre tract and a west line of said Lot 2R, 664.44 feet to the **POINT OF BEGINNING** and containing 13.41 acres of land.



TRACT 2

BEING a tract of land situated in the John Dixon Survey, Abstract No. 214, and the William M. Bach Survey, Abstract No. 48, Johnson County, Texas, being a portion of that called 41.36 acre tract of land conveyed to Texas A&M Trust by deed recorded in Document No. 2018-24127, Official Public Records of Johnson County, Texas (O.P.R.J.C.T.) and being more particularly described as follows:

BEGINNING at a 5/8-inch iron rod found capped (stamped "Fort Worth Surveying LLC") at a south corner of said 41.36 acre tract, at a north corner of a called 29.563 acre tract of land conveyed to Texas A&M Trust by deed recorded in Document No. 2013-24130, O.P.R.J.C.T., and for the northwest corner of a called 1.00 acre tract of land conveyed to Kelly Anna Morton by deed recorded in Document No. 2022-29714, O.P.R.J.C.T.;

THENCE North 31°06'34" West, along a south line of said 41.36 acre tract and a north line of said 29.563 acre tract, 87.00 feet to a point for corner;

THENCE South 89°34'07" West, continuing along a south line of said 41.36 acre tract and a north line of said 29.563 acre tract, 769.16 feet to a point for corner;

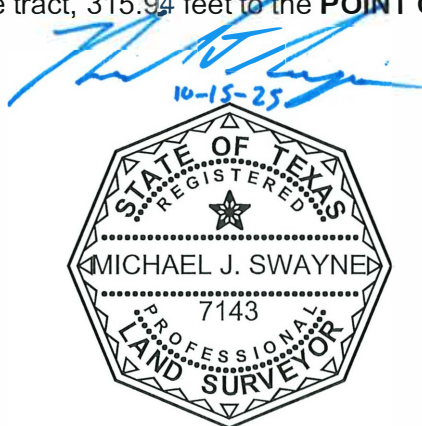
THENCE North 03°41'05" West, over said 41.36 acre tract, 432.06 feet to a point for corner;

THENCE North 89°13'40" East, continuing over said 41.36 acre tract, 1,021.73 feet to a point for corner in the east line of said 41.36 acre tract and the west line of Lot 2R, Block A of CVS Alvarado Addition, a plat recorded in Document No. 2021-190, Plat Records Johnson County, Texas (P.R.J.C.T.), from which a 1-inch iron rod found for an east corner of said 41.36 acre tract and a west corner of said Lot 2R bears, North 18°43'15" West, 95.55 feet;

THENCE South 18°43'15" East, with an east line of said 41.36 acre tract and a west line of said Lot 2R, 263.06 feet to a 1-inch iron rod found for an east corner of said 41.36 acre tract and a west corner of said Lot 2R;

THENCE South 11°30'07" East, continuing with an east line of said 41.36 acre tract and a west line of said Lot 2R, passing at 214.90 feet a 1/2-inch iron rod found capped (stamped "Beasley RPLS 5066") for the northwest corner of Lot 3, Block A of CVS Alvarado Addition, a plat recorded in Document No. 2021-190, P.R.J.C.T., continuing for a total of 258.37 feet to a 1/2-inch iron rod found capped (stamped "Beasley RPLS 5066") at a southeast corner of said 41.36 acre tract and for the northeast corner of a called 1.0 acre tract of land conveyed to Kelly Ann Morton by deed recorded in Document No. 2022-29715, O.P.R.J.C.T.;

THENCE South 87°56'56" West, along a south line of said 41.36 acre tract and with the north line of said 1.0 and 1.00 acre tract, 315.94 feet to the **POINT OF BEGINNING** and containing 11.28 acres of land.





City Council Meeting Management Report

Meeting Date: December 15, 2025

Contact: Justin French, Community Development Director

AGENDA ITEM:

Consideration and action on the application of Christian Delgado with Lennar Homes of Texas Land and Construction, LTD on behalf of 215 67 Alvarado LP for approval of the Valor Addition Phase 2 final plat on 54.098 acres known a tract out of the William Hickman Survey, A-327, approximately addressed at 8951 E. Hwy 67.

BACKGROUND & FINDINGS:

The final plat application was submitted and deemed administratively complete on November 21, 2025. Per Section 34-36.c of the Alvarado subdivision ordinance, the City Council shall:

- (1) Act within 30 days after the filing of plat,
- (2) Submit one of the following recommendations to the City Council.
 - a. Approve.
 - b. Approve with conditions.
 - c. Disapprove with legally allowed reasons. *

* Per Sec. 212.0091 of the Texas Local Government Code, disapproval must clearly articulate the specific legally allowed reason for the disapproval, which must include a direction citation of the law, statute or city ordinance that is the basis for the disapproval.

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 Lennar, and the Valor Planned Development District zoning.

FINANCIAL IMPACT:

None.

RECOMMENDATION:

On December 11, 2025, the Planning and Zoning Commission recommended Council _____ the Valor Addition Phase 2 final plat by a vote of _____.

MANAGEMENT REVIEW:

Paul DeBuff, City Manager

ATTACHMENTS:

Application
Draft Letter Recommending Approval
Engineering Plans (Available Upon Request)

Location Map
Final Plat



PLAT APPLICATION

Office Use Only

Clerk: _____ Project#: _____

Fee: \$ _____

Date Pd: _____ Check# or Cash: _____

Receipt#: _____ Received by: _____

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 Valor Phase 2

Total Lots 276 Total Acres 54.098 Current Zoning PD 2022-010

Subdivision Name Valor Lots _____ Block(s) _____

Survey Name(s) William Hickman Survey Abstract No.(s) 327 Tract(s) _____

Address/Location North of Hwy 67 between CR 207 and CR 209

Applicant

Company or Name Lennar Homes of Texas Land and Construction, LTD

Contact Name Christian Delgado

Address 1231 Greenway Drive City Irving State Tx Zip 75038

Telephone 214-531-9626 Email christian.delgado@lennar.com

Owner (If Different)

Company or Name 215 / 67 / Alvarado, LLC

Contact Name Nina Cash

Address 11701 South Freeway City Burelson State Tx Zip 76028

Telephone 817-996-6885 Email globalurw@gmail.com

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.

Chitan Defeo
Signature of Applicant, Owner, or Authorized Agent

11-20-25
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



Map Layers Legend

Parcels



Road Centerlines

Maint Auth

- County Maintenance
- Other Maintenance
- Other Maintenance

ETJ

NAME

- ALVARADO
- BRIAROAKS
- BURLESON
- CLEBURNE
- COYOTE FLATS
- CRESSON
- CROSS TIMBER
- CROWLEY
- FORT WORTH
- GODLEY
- GRAND PRAIRIE
- GRANDVIEW
- JOSHUA
- KEENE
- MANSFIELD
- MIDLOTHIAN





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

December 15, 2025

LENNAR

Attn: Christian Delgado, Project Manager
1231 Greenway Dr., Suite 800
Irving, TX 75038
christian.delgado@lennar.com

Re: Valor Addition Phase 2 Final Plat

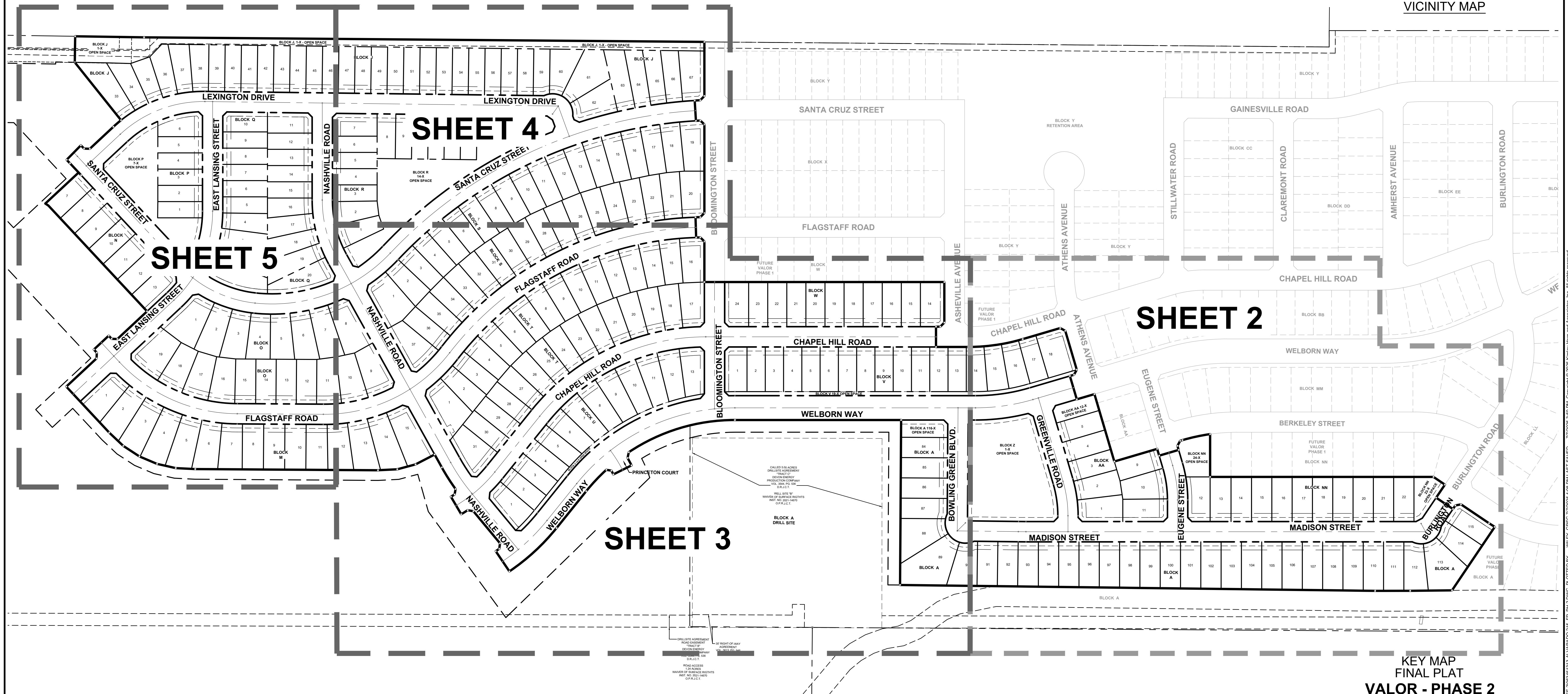
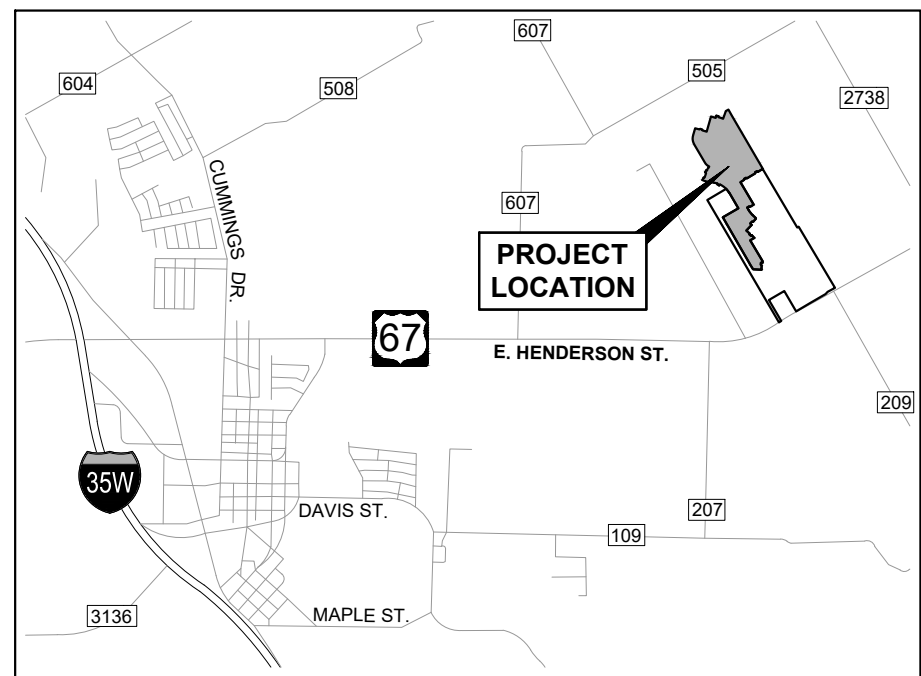
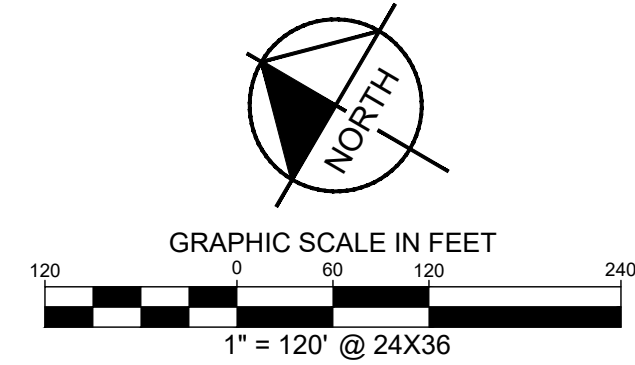
This letter is to inform you that on December 15, 2025, the Alvarado City Council conditional approved the final plat for Valor Addition Phase 2 with the following conditions.

1. Prior to any wastewater discharge to the City's offsite wastewater collection system from the Valor Addition Phase 2 residences, the offsite infrastructure must be in place and operational unless the developer at the developer's expense intends to pump and haul wastewater from the onsite lift station per the developer's agreement with the City.
2. Prior to acceptance of the Phase 2 public infrastructure, evidence of TxDOT's approval of the Welborn Way access shall be provided to the City.
3. For a second point of emergency egress, the Bozeman Street extension east to Hwy 67 and CR 209 intersection, including modifications to the traffic signal as required by TxDOT, to be constructed and operational prior to acceptance of Phase 2 public infrastructure.
4. Per Section 34-66 of the Alvarado subdivision ordinance, the developer shall install streetlights prior to final approval of the plat; or prior to the first final building inspection and certificate of occupancy of a residence within Valor Addition Phase 2, streetlights must be installed and operational, and electrical service must be provided to each residence.
5. The developer shall install subdivision landscape and hardscape, such as retaining walls and perimeter subdivision fencing prior to final approval of the plat; or prior to the first final building inspection and certificate of occupancy of a residence within Valor Addition Phase 2, all landscape and hardscape must be provided.
6. The developer shall complete all required HOA amenities in Valor Addition Phase 1 prior to final approval of Valor Addition Phase 2 final plat; or prior to the first final building inspection and certificate of occupancy of a residence within Valor Addition Phase 2, all required HOA amenities must be completed.

Sincerely,

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

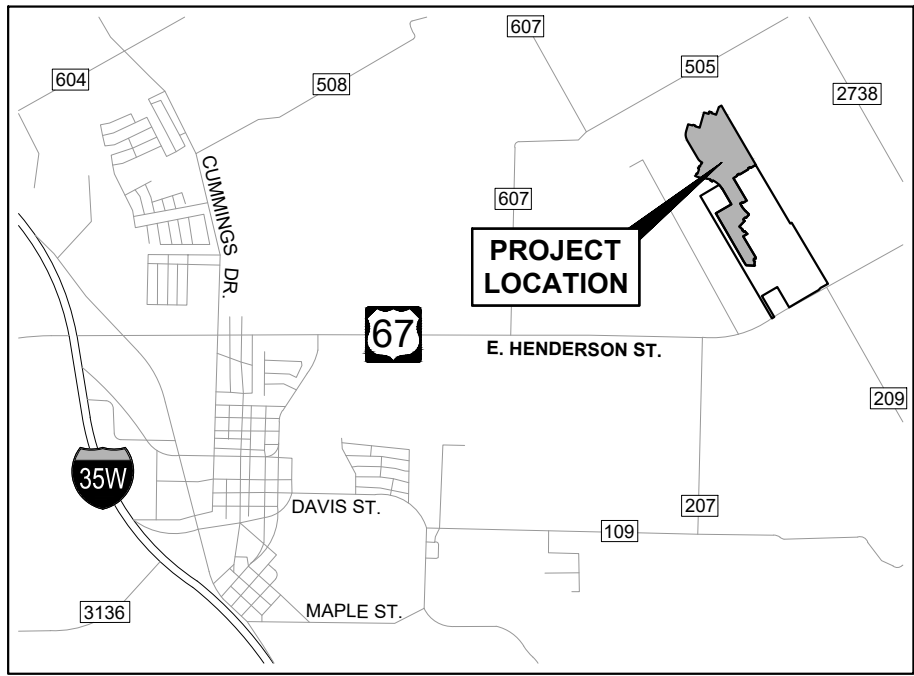
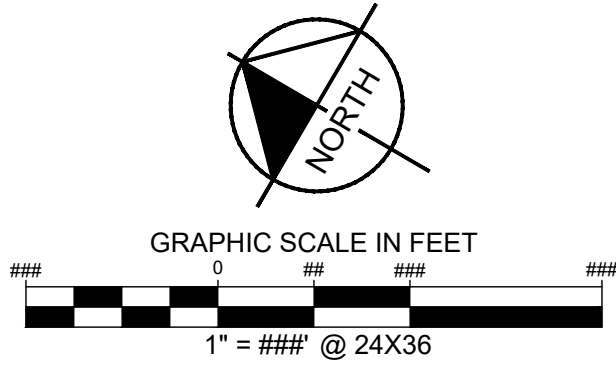
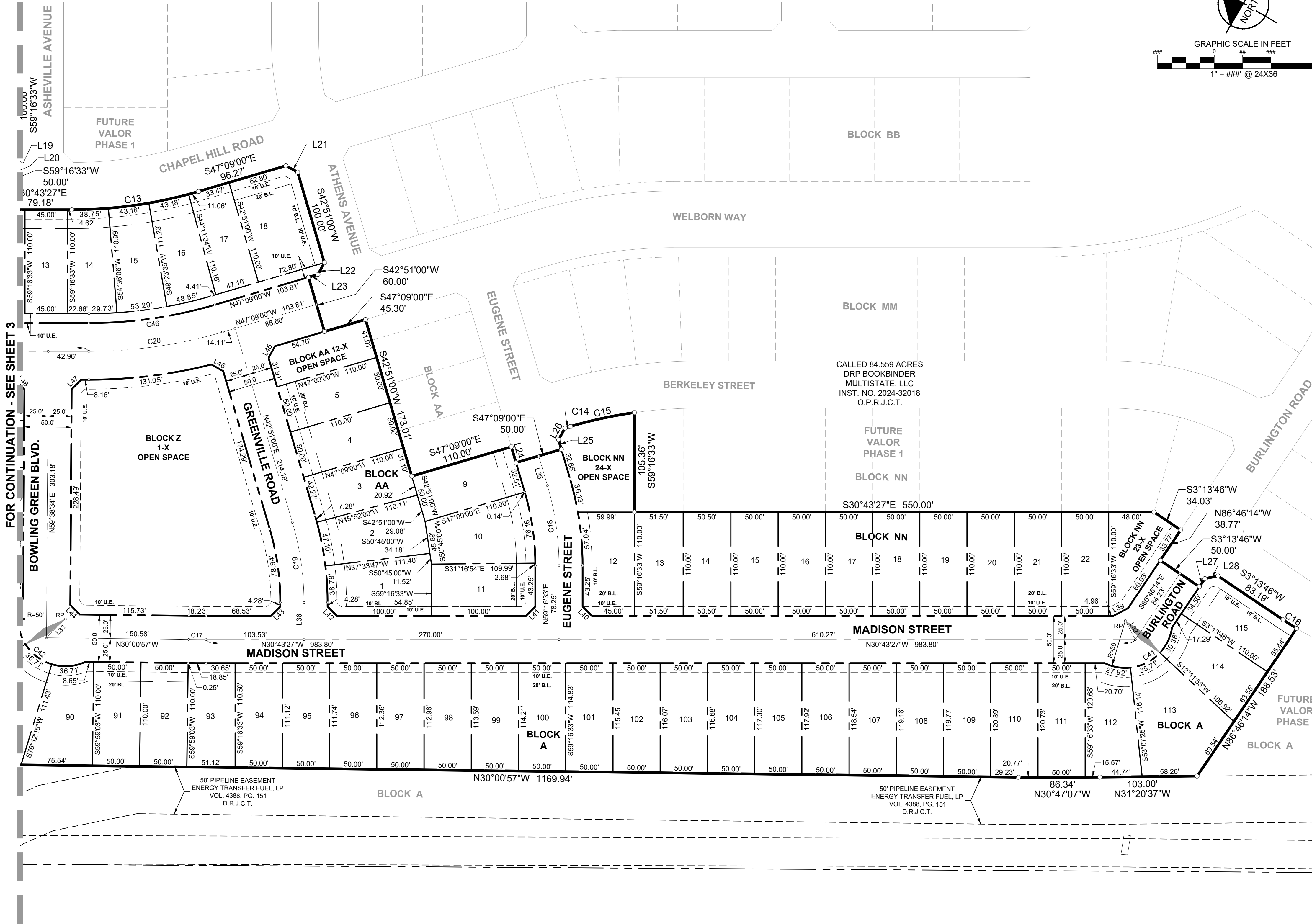


Kimley»Horn

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" = 120'	GDW / MSM	DJD	JULY 2025	063451313	1 OF 7



VICINITY MAP

LEGEND	
Δ	= DELTA ANGLE OR CENTRAL ANGLE
P.O.B.	= POINT OF BEGINNING
XF	= "X" CUT IN CONCRETE FOUND
IRF	= IRON ROD FOUND
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RP	= RADIUS POINT
◆	= STREET NAME CHANGE

NOTES:

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- NOTICE: Selling a portion of this addition by metes and bounds is a violation of city ordinance and state law and is subject to fines and withholding of utilities and building permits.
- All corners will be 5/8-inch iron rods set with a red plastic cap stamped "KHA" unless otherwise noted.
- All HOA (X-Lots) will be owned and maintained by the HOA.
- Lot 24, Block HH** will be dedicated to the City of Alvarado, Texas (fee simple).
- Lennar Homes of Texas Land and Construction, Ltd. will maintain ownership and maintenance of all "X-Lots" indicated on final plat until it is conveyed to the HOA, at that time, it will be the HOA's responsibility for maintenance.
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FLOODPLAIN NOTE:

According to Federal Emergency Management Agency's Flood Insurance Rate Map No. 48251C0220K, for Johnson County, Texas and incorporated areas, dated September 11, 2023, this property is located within Zone X (unshaded) defined as "Areas determined to be outside the 0.2% annual chance floodplain." If this site is not within an identified special flood hazard area, 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.

OWNERS:
215 / 67 / ALVARADO, LLC
11701 SOUTH FREEWAY
BURLESON, TX 765028

DEVELOPER:
LENNAR HOMES OF TEXAS LAND
AND CONSTRUCTION, LTD.
1707 MARKET PLACE BLVD., SUITE 100
IRVING, TEXAS 75063
TEL: 903.821.2188

ENGINEER/SURVEYOR:
KIMLEY-HORN AND ASSOCIATES, INC.
13455 NOEL ROAD, SUITE 700
DALLAS, TX 45240
TEL: 972.770.1300
CONTACT: DANIEL R. ARTHUR

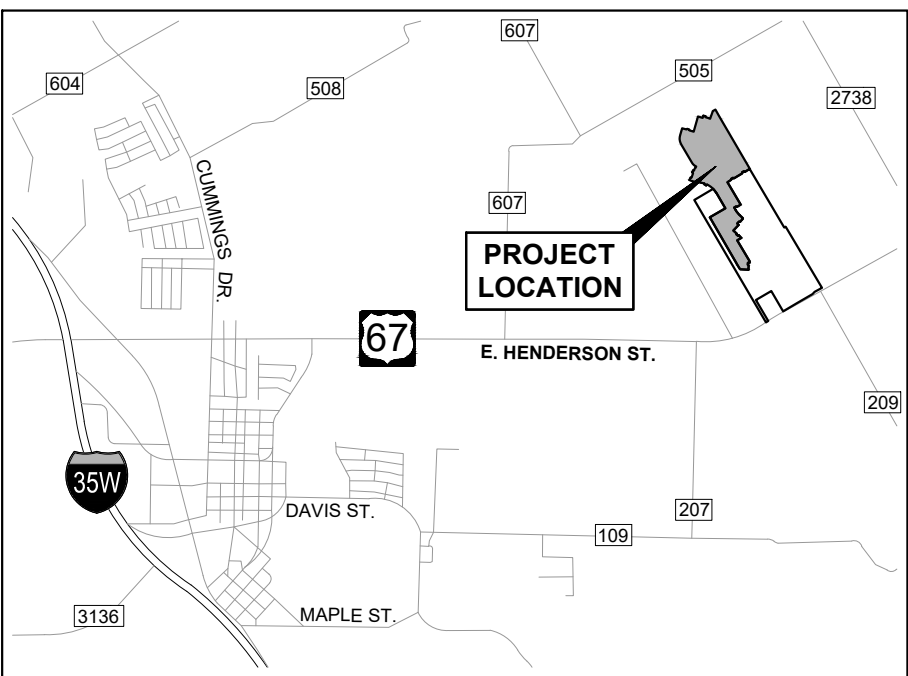
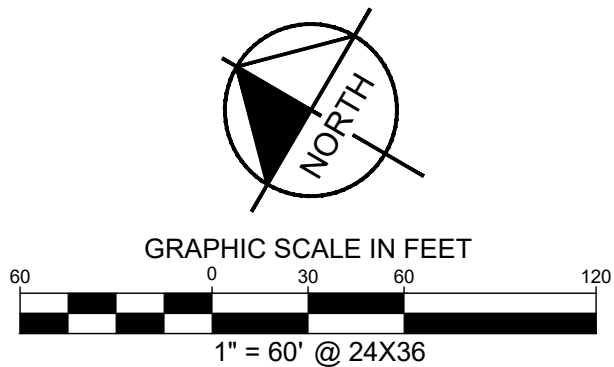
FINAL PLAT
VALOR - PHASE 2

54.075 ACRES
276 - RESIDENTIAL LOTS
10 - OPEN SPACE X-LOTS
WILLIAM HICKMAN SURVEY, ABSTRACT NO. 327
CITY OF ALVARADO, JOHNSON COUNTY, TEXAS

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Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 60'	GDW / MSM	DJD	JULY 2025	063451313	2 OF 7



VICINITY MAP

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- | | |
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Kimley»Horn

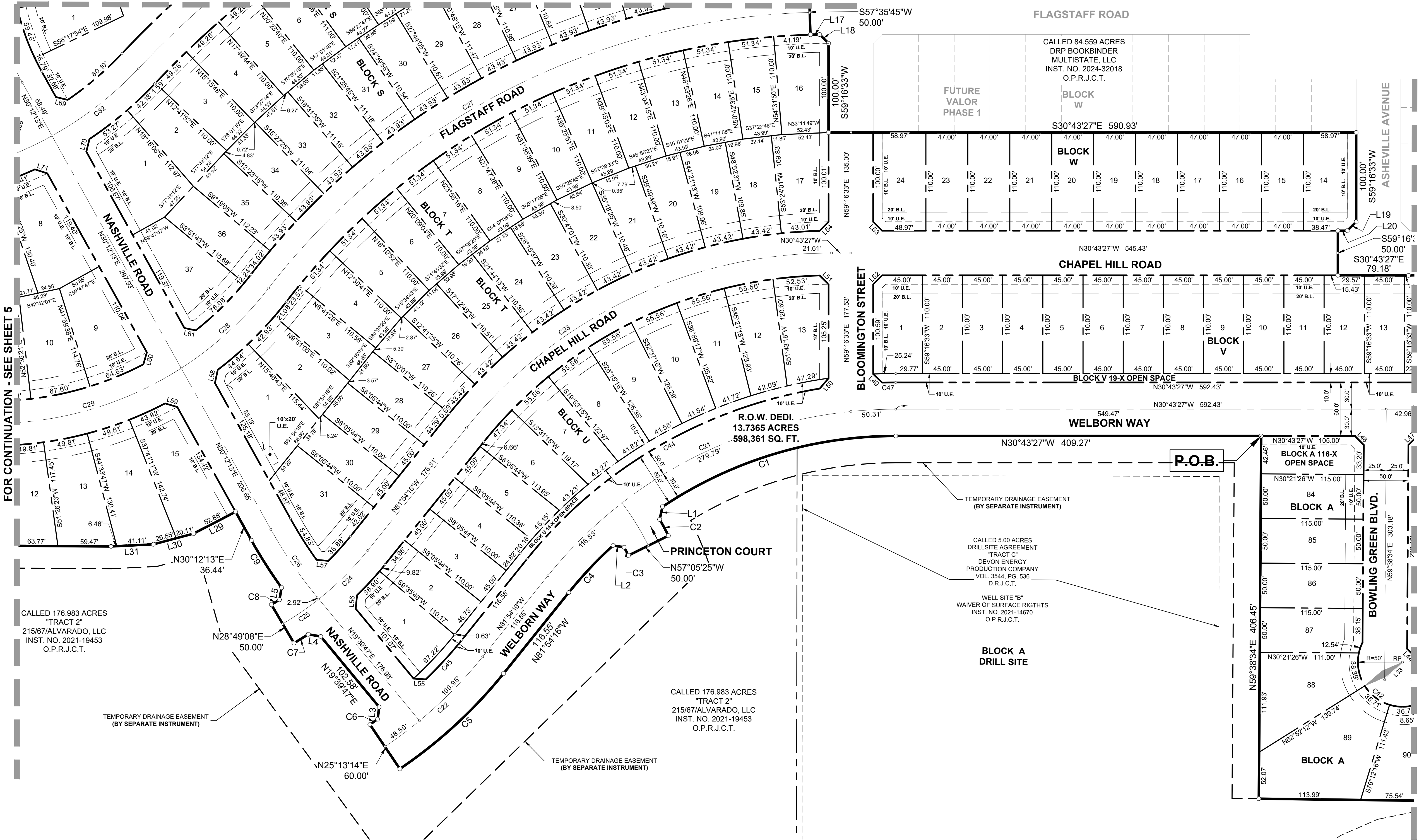
13455 Noel Road, Two Galleria Office Tower, Suite 700, Dallas, Texas 75240		FIRM # 10115500		Tel. No. (972) 770-1300 Fax No. (972) 239-3820	
Scale 1" = 60'	Drawn by GDW / MSM	Checked by DJD	Date JULY 2025	Project No. 063451313	Sheet No. 3 OF 7

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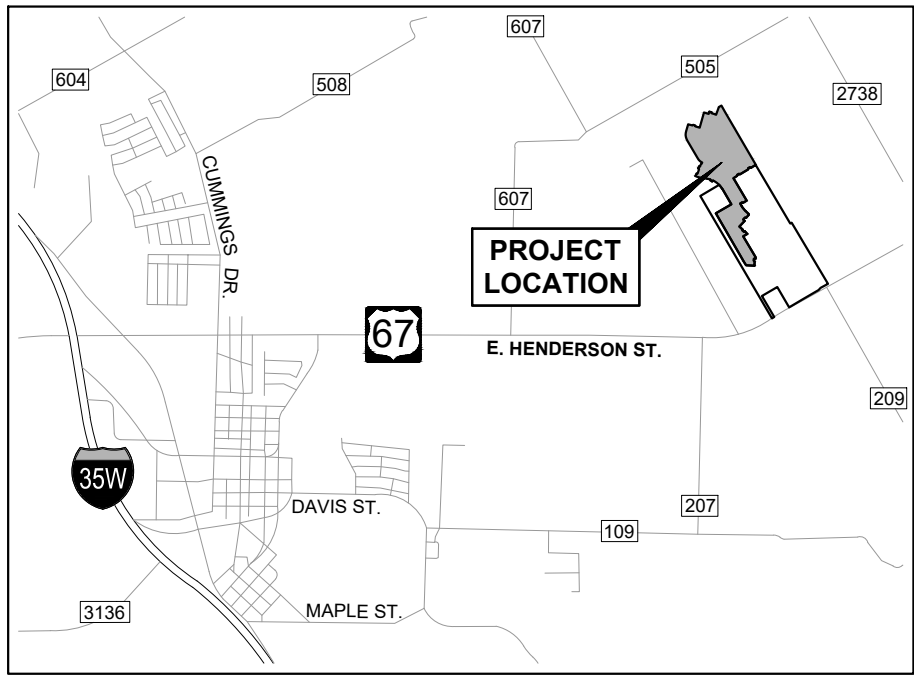
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CONTACT: DANIEL R. ARTHUR

FOR CONTINUATION - SEE SHEET 4



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<u>Scale</u>	<u>Drawn by</u>	<u>Checked by</u>	<u>Date</u>	<u>Project No.</u>	<u>Sheet No.</u>
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LOT TABLE BLK. A			LOT TABLE BLK. J			LOT TABLE BLK. M			LOT TABLE BLK. O			LOT TABLE BLK. Q			LOT TABLE BLK. R			LOT TABLE BLK. S			LOT TABLE BLK. T			LOT TABLE BLK. U			LOT TABLE BLK. V			LOT TABLE BLK. AA			LOT TABLE BLK. NN		
LOT NO.	ACRES	SQ. FT.	LOT NO.	ACRES	SQ. FT.	LOT NO.	ACRES	SQ. FT.	LOT NO.	ACRES	SQ. FT.	LOT NO.	ACRES	SQ. FT.	LOT NO.	ACRES	SQ. FT.	LOT NO.	ACRES	SQ. FT.	LOT NO.	ACRES	SQ. FT.	LOT NO.	ACRES	SQ. FT.	LOT NO.	ACRES	SQ. FT.	LOT NO.	ACRES	SQ. FT.			
116-X	0.112	4,875	62	0.882	38,426	1	0.162	7,051	1	0.212	9,245	1	0.168	7,328	1	0.121	5,254	1	0.201	8,773	1	0.198	8,634	1	0.145	6,317	1	0.138	6,005	1	0.150	6,554	24-X	0.160	6,956
84	0.132	5,750	33	0.192	8,354	2	0.161	6,993	2	0.160	6,987	2	0.136	5,940	2	0.121	5,254	2	0.125	5,463	2	0.126	5,495	2	0.116	5,052	2	0.114	4,950	2	0.141	6,126	12	0.140	6,094
85	0.132	5,750	34	0.125	5,433	3	0.175	7,640	3	0.152	6,611	3	0.121	5,256	3	0.102	4,454	3	0.118	5,154	3	0.116	5,059	3	0.114	4,950	3	0.114	4,950	3	0.128	5,587	13	0.130	5,665
86	0.132	5,750	35	0.107	4,658	4	0.179	7,796	4	0.140	6,087	4	0.113	4,915	4	0.101	4,400	4	0.118	5,154	4	0.121	5,267	4	0.114	4,953	4	0.114	4,950	4	0.126	5,500	14	0.128	5,555
87	0.131	5,723	36	0.122	5,322	5	0.170	7,392	5	0.139	6,056	5	0.102	4,453	5	0.101	4,400	5	0.118	5,154	5	0.121	5,254	5	0.116	5,033	5	0.114	4,950	5	0.126	5,500	15	0.126	5,500
88	0.196	8,547	37	0.123	5,371	6	0.154	6,709	6	0.148	6,458	6	0.101	4,400	6	0.101	4,400	6	0.119	5,177	6	0.121	5,254	6	0.130	5,655	6	0.114	4,950	12-X	0.105	4,560	16	0.126	5,500
89	0.278	12,107	38	0.115	5,024	7	0.143	6,237	7	0.160	6,962	7	0.101	4,400	7	0.140	6,077	7	0.120	5,221	7	0.121	5,254	7	0.136	5,917	7	0.114	4,950	9	0.126	5,500	17	0.126	5,500
90	0.147	6,416	39	0.106	4,600	8	0.134	5,852	8	0.190	8,261	8	0.101	4,400	8	0.115	4,999	8	0.120	5,243	8	0.121	5,254	8	0.139	6,047	8	0.114	4,950	10	0.155	6,766	18	0.126	5,500
91	0.126	5,500	40	0.106	4,600	9	0.134	5,852	9	0.169	7,361	9	0.101	4,400	9	0.101	4,400	9	0.120	5,243	9	0.121	5,254	9	0.140	6,116	9	0.114	4,950	11	0.139	6,043	19	0.126	5,500
92	0.126	5,500	41	0.106	4,600	10	0.134	5,852	10	0.151	6,572	10	0.121	5,291	10	0.101	4,400	10	0.121	5,287	10	0.121	5,254	10	0.141	6,126	10	0.114	4,950				20	0.126	5,500
93	0.128	5,558	42	0.106	4,600	11	0.136	5,946	11	0.142	6,182	11	0.125	5,457	11	0.101	4,400	11	0.123	5,353	11	0.121	5,254	11	0.140	6,077	11	0.114	4,950				21	0.126	5,500
94	0.127	5,541	43	0.106	4,600	12	0.148	6,468	12	0.126	5,500	12	0.101	4,400	12	0.101	4,400	12	0.123	5,376	12	0.121	5,254	12	0.137	5,968	12	0.114	4,950				22	0.126	5,500
95	0.128	5,572	44	0.106	4,600	13	0.162	7,061	13	0.126	5,500	13	0.101	4,400	13	0.101	4,400	13	0.124	5,420	13	0.121	5,254	13	0.147	6,414	13	0.114	4,950				23-X	0.121	5,288
96	0.129	5,602	45	0.106	4,600	14	0.183	7,990	14	0.126	5,500	14	0.101	4,400	14	1.104	48,108	14	0.126	5,486	14	0.121	5,254	14-X	0.133	5,778	14	0.121	5,286						
97	0.129	5,633	46	0.106	4,600	15	0.209	9,095	15	0.128	5,578	15	0.101	4,400	15			15	0.127	5,552	15	0.121	5,254				15	0.123	5,365						
98	0.130	5,664	47	0.106	4,600				16	0.145	6,320	16	0.111	4,822	16			16	0.128	5,595	16	0.143	6,238				16	0.123	5,342						
99	0.131	5,695	48	0.106	4,600				17	0.145	6,320	17	0.118	5,143	17			17	0.128	5,595	17	0.147	6,386				17	0.116	5,041						
100	0.131	5,726	49	0.106	4,600				18	0.145	6,320	18	0.132	5,737	18			18	0.129	5,629	18	0.121	5,249				18	0.183	7,957						
101	0.132	5,757	50	0.106	4,600				19	0.198	8,623	19	0.155	6,733	19			19	0.156	6,775	19	0.121	5,254				19-X	0.199	8,653						
102	0.133	5,788	51	0.106	4,600							20	0.180	7,835	20			20	0.150	6,523	20	0.121	5,259												
103	0.134	5,819	52	0.106	4,600										21			21	0.123	5,363	21	0.121	5,265												
104	0.134	5,850	53	0.106	4,600										22			22	0.121	5,285	22	0.121	5,269												
105	0.135	5,881	54	0.106	4,600										23			23	0.120	5,217	23	0.121	5,272												
106	0.136	5,911	55	0.106	4,600										24			24	0.120	5,225	24	0.121	5,276												
107	0.136	5,942	56	0.106	4,600										25			25	0.120	5,230	25	0.121	5,280												
108	0.137	5,973	57	0.106	4,600										26			26	0.120	5,222	26	0.121	5,284												
109	0.138	6,004	58	0.106	4,600										27			27	0.119	5,194	27	0.121	5,273												
110	0.138	6,032	59	0.105	4,566										28			28	0.120	5,230	28	0.114	4,960												
111	0.139	6,035	60	0.149	6,488										29			29	0.120	5,210	29	0.114	4,950												
112	0.147	6,389	61	0.203	8,824										30			30	0.119	5,181	30	0.114	4,950												
113	0.214	9,314	62	0.165	7,175										31			31	0.119	5,201	31	0.178	7,759												
114	0.136	5,926	63	0.162	7,055										32			32	0.120	5,218															
115	0.138	6,002	64	0.135	5,886										33			33	0.120	5,206															
			65	0.128	5,560										34			34	0.119	5,200															
			66	0.122	5,304										35			35	0.120	5,225															
			67	0.165	7,192										36			36	0.122	5,317															

LOT TABLE BLK. N			LOT TABLE BLK. P		
LOT NO.	ACRES	SQ. FT.	LOT NO.	ACRES	SQ. FT.
7	0.130	5,675	1	0.101	4,406
8	0.130	5,665	2	0.101	4,400
9	0.130	5,665	3	0.101	4,400
10	0.130	5,665	4	0.101	4,400
11	0.130	5,665	5	0.101	4,400
12	0.130	5,671	6	0.134	5,843
13	0.139	6,071	7-X	0.611	26,595

LOT TABLE BLK. W		
LOT NO.	ACRES	SQ. FT.
14	0.148	6,436
15	0.119	5,170
16	0.119	5,170
17	0.119	5,170
18	0.119	5,170
19	0.119	5,170
20	0.119	5,170
21	0.119	5,170
22	0.119	5,170
23	0.119	5,170
24	0.148	6,436

LINE TABLE			LINE TABLE			LINE TABLE			LINE TABLE		
NO.	BEARING	LENGTH	NO.	BEARING	LENGTH	NO.	BEARING	LENGTH	NO.	BEARING	LENGTH
L1	S71°38'21"W	14.57'	L21	S02°09'00"E	14.14'	L41	S75°43'27"E	14.14'	L61	S19°06'08"E	13.04'
L2	N21°23'15"W	12.56'	L22	S87°51'00"W	14.14'	L42	S14°16'33"W	14.14'	L62	N29°22'53"W	14.30'
L3	N66°26'51"E	13.69'	L23	N47°09'00"W	10.50'	L43	S75°43'27"E	14.14'	L63	S60°31'57"W	13.96'
L4	N20°42'52"W	14.32'	L24	S42°51'00"W	17.49'	L44	S14°48'49"W	14.18'	L64	N40°04'26"W	14.87'
L5	N69°25'18"E	13.73'	L25	N42°51'00"E	10.50'	L45	S87°51'00"W	14.14'	L65	N55°17'21"E	14.67'
L6	N61°16'31"E	14.14'	L26	N87°51'00"E	14.14'	L46	N01°17'26"W	14.35'	L66	S40°04'26"E	11.61'
L7	N16°16'31"E	10.50'	L27	S86°46'14"E	10.50'	L47	N75°32'26"W	14.19'	L67	S44°33'46"W	14.67'
L8	S16°16'31"W	10.50'	L28	S41°48'14"E	14.14'	L48	N14°27'34"E	14.10'	L68	N77°29'45"E	13.56'
L9	S28°43'29"E	14.14'	L29	N58°08'08"W	52.88'	L49	N13°12'56"E	13.88'	L69	S17°05'19"E	13.56'
L10	S28°45'49"E	14.15'	L30	N45°40'43"W	26.55'	L50	N80°19'14"W	15.25'	L70	S73°10'47"W	14.63'
L11	N76°58'05"W	14.45'	L31	N33°36'48"W	41.11'	L51	N13°47'44"E	14.02'	L71	N12°46'51"E	14.63'
L12	N33°48'18"W	13.81'	L32	N31°15'09"E	22.66'	L52	N75°43'27"W	14.14'	L72	S04°48'22"E	14.38'
L13	S33°52'02"E	10.82'	L33	S75°11'11"E	22.26'	L53	S14°16'33"W	14.14'	L73	N83°41'21"E	14.27'
L14	S12°58'32"W	13.82'	L34	N85°23'32"W	24.30'	L54	S76°09'42"E	14.25'	L74	N39°12'48"E	17.30'
L15	N75°58'35"W	14.20'	L35	N42°51'00"E	32.65'	L55	N27°07'18"W	13.69'	L75	N04°36'28"E	16.46'
L16	N31°59'28"W	11.83'	L36	N59°16'33"E	39.28'	L56	S64°55'25"W	15.17'	L76	N75°21'40"W	14.05'
L17	S32°01'07"E	10.36'	L37	N16°16'31"E	45.50'	L57	S25°45'58"E	13.19'	L77	N14°38'20"E	14.23'
L18	S13°59'54"W	14.07'	L38	N16°16'31"E	20.27'	L58	S71°25'03"W	15.04'	L78	N75°21'40"W	14.05'
L19	N75°43'27"W	14.14'	L39	S58°44'51"E	17.66'	L59	N14°25'52"W	14.23'	L79	N13°31'16"E	13.95'
L20	N30°43'27"W	10.50'	L40	S14°16'33"W	14.14'	L60	N75°37'02"E	14.04'	L80	S61°16'31"W	14.14'



City Council Meeting Management Report

Meeting Date: December 15, 2025

Contact: Gus Chavarria

AGENDA ITEM:

Consideration and action related to approving a Professional Engineering Services Agreement with Birkhoff, Hendricks, & Carter, L.L.P. for the Alvarado Hills Paving and Drainage Improvement Project. (Chavarria)

BACKGROUND & FINDINGS:

This scope of services consists of the preparation of construction plans, specifications, and bidding documents for the construction of the Alvarado Hills Paving & Drainage Improvements and assisting in the bidding and construction administration phases of the project.

The Roadways included in this project include Burnett Boulevard, Edgar Court, and Elwood Court (east of Burnett Boulevard), Wildwood Drive, and Tanglewood Drive. The pavement sections will utilize TxDOT specifications to scarify, mix, and recompact the existing pavement and cement-treated material. The asphalt overlay will consist of 1-1/2 inches of base course asphalt, GlasPave geotextile fabric, and 1-1/2 to 2 inches of surface course asphalt.

A geotechnical investigation will be completed to determine any recommendations for subgrade preparation beneath each roadway. Phasing of the roadway improvements will be coordinated with the City to have minimal impact on existing residents. The roadway will be replaced with the same widths that exist today. The existing curb & gutter along the divided portion of Burnett Boulevard will remain in place and be utilized with the new pavement section, where possible.

Roadside channels will be graded to promote positive drainage, and where possible, existing drainage culverts will be used to minimize project costs.

As a reminder, this project enables the abandonment of the current Davis lift station, resulting in significant savings in maintenance costs. Staff recommends amending the contract and adding the alternative bid to Day Services, LLC.

FINANCIAL IMPACT

The cost of the project design is \$329,800, which the Street Maintenance Tax, the Gas Royalty Fund, and the Prairieland Funds will pay.

RECOMMENDATION:

Staff recommends awarding this contract to Birkhoff, Hendricks & Carter, L.L.P. for Engineering Design Services, and allowing the City Manager to execute said contract.

MANAGEMENT REVIEW:

Paul DeBuff, City Manager

PROFESSIONAL ENGINEERING SERVICES AGREEMENT ALVARADO HILLS PAVING & DRAINAGE IMPROVEMENTS PROJECT

THIS AGREEMENT is made and entered into by and between the **City of Alvarado, Texas**, hereinafter referred to as "City", and **Birkhoff, Hendricks & Carter, L.L.P.**, hereinafter referred to as "Engineer", to be effective from and after the date as provided herein.

The City desires to engage the services of the Engineer to complete engineering services for the ***Alvarado Hills Paving & Drainage Improvements Project***, hereinafter referred to as the "Project"; and the Engineer desires to render such engineering design services for the City under the terms and conditions provided herein. That for and in consideration of the covenants contained herein, and for the mutual benefits to be obtained hereby, the parties hereto agree as follows:

I. Employment of the Engineer

The City hereby agrees to retain the Engineer to perform professional engineering services in connection with the Project; Engineer agrees to perform such services in accordance with the terms and conditions of this Agreement.

II. Scope of Services

The parties agree that Engineer shall perform such services as expressly set forth and described in Exhibit "A", which is attached hereto and thereby made a part of this Agreement. The parties understand and agree that deviations or modifications, in the form of written changes may be authorized from time to time by the City. The Engineer shall have no further obligations or responsibilities for the project except as agreed to in writing. The Engineer's services and work product are intended for the sole use and benefit of Client and are not intended to create any third party rights or benefits, or for any use by any other entity or person for any other purpose.

Engineer shall perform the professional engineering services with the professional skill and care ordinarily provided by competent engineers practicing in North Central Texas and under the same or similar circumstances and professional license. Professional services shall be performed as expeditiously as is prudent, considering the ordinary professional skill and care of a competent engineer.

III. Schedule of Work

The Engineer agrees to commence services immediately upon execution of this Agreement, and to proceed diligently with said service, except for delays beyond the reasonable control of Engineer.

IV. Compensation and Method of Payment

The parties agree that Engineer shall be compensated for all services provided pursuant to this Agreement in the amount and manner described and set forth in the Payment Schedule attached hereto as Exhibit "B" and thereby made a part of this Agreement. The City agrees to pay invoices upon receipt. Statement for services shall include a line for previous payments, contract amount, and amount due current invoice.

V. Information To Be Provided By The City

The City agrees to furnish, prior to commencement of work, all information requested by Engineer that is available to the City.

VI. Insurance

Engineer agrees to procure and maintain for the duration of the contract Professional Liability Insurance (\$3,000,000), Worker's Compensation, General Liability and Automobile Insurance.

VII. Assignment and Subletting

The Engineer agrees that neither this Agreement nor the services to be performed hereunder will be assigned or sublet without the prior written consent of the City. The Engineer further agrees that the assignment or subletting of any portion or feature of the work or materials required in the performance of this Agreement shall not relieve the Engineer from its full obligations to the City as provided by this Agreement.

VIII. Contract Termination

The parties agree that City or the Engineer shall have the right to terminate this Agreement without cause upon thirty (30) days written notice to the other. In the event of such termination without cause, Engineer shall deliver to City all finished or unfinished documents, data, studies, surveys, drawings, maps, models, reports, photographs or other items prepared by Engineer in connection with this Agreement. Engineer

shall be entitled to compensation for any and all services completed in accordance with the provisions of this Agreement prior to termination.

IX. Engineer's Opinion of Cost

The parties recognize and agree that any and all opinions of cost prepared by Engineer in connection with the Project represent the best judgment of Engineer as a design professional familiar with the construction industry, but that the Engineer does not guarantee that bids solicited or received in connection with the Project will not vary from the opinion by the Engineer.

X. Construction

On projects that include construction, the Owner recognizes that the Contractor and Subcontractors will be solely in control of the Project site and exclusively responsible for construction means, methods, scheduling, sequencing, jobsite safety, safety programs, and compliance with all construction documents and directions from Owner or Building Officials. Construction contracts are between the Client and the Construction Contractor. Consultant shall not be responsible for construction related damages, losses, costs, or claims; except only to the extent caused by Consultant's sole negligence.

XI. Ownership of Documents

Original drawings, files, specifications and reports are the property of the Engineer; however, the Project is the property of the City. City shall be furnished with such reproductions of AutoCAD Civil 3D files, shapefiles, specifications and reports. Upon completion of the services or any earlier termination of this Agreement under Article VIII, Engineer will revise drawings to reflect changes made during construction as reported by the City and contractor, and will furnish the City with one set of construction record drawings in accordance with terms provided in Exhibit "A" – Engineering Services.

All deliverables shall be furnished, as an additional service, at any other time requested by the City when such deliverables are available in the Engineer's record keeping system.

XII. Complete Contract

This Agreement, including the exhibits hereto numbered "A" through "C" constitutes the entire agreement by and between the parties regarding the subject matter hereof, and supersedes all prior or contemporaneous written or oral understanding. This agreement may only be amended, supplemented, modified or canceled by a duly executed written agreement.

XIII. Mailing of Notices

Unless instructed otherwise in writing, Engineer agrees that all notices or communications to City permitted or required under this Agreement shall be addressed to City at the following address:

Mr. Paul DeBuff
City Manager
City of Alvarado
104 W. College
Alvarado, Texas 76009

City agrees that all notices or communications to Engineer permitted or required under this Agreement shall be addressed to Engineer at the following address:

Mr. Cooper Reinbold, P.E.
Birkhoff, Hendricks & Carter, L.L.P.
11910 Greenville Ave., #600
Dallas, Texas 75243
Phone: (214) 361-7900
creinbold@bhcllp.com

All notices or communications required to be given in writing by one party or the other shall be considered as having been given to the addressee on the date such notice or communication is posted by the sending party.

XIV. Texas Board of Professional Engineers & Land Surveying Contact Information

Recipients of professional land surveying services under this agreement may direct complaints regarding such services to the Texas Board of Professional Engineers & Land Surveyors, 1917 South Interstate 35, Austin, Texas 78741, Phone (512) 440-7723.

XV. Contract Amendments

This Agreement may be amended only by the mutual agreement of the parties expressed in writing.

XVI. Effective Date

This Agreement shall be effective from and after execution by both parties hereto, with originals in the hand of both parties.

WITNESS OUR HANDS AND SEALS on the date indicated below.

CITY OF ALVARADO, TEXAS

General Law Municipality

BIRKHOFF, HENDRICKS & CARTER, L.L.P.

A Texas Limited Liability Partnership

Texas Board of Professional Engineers & Land Surveyors

Engineering Firm No. 526

Land Surveying Firm No. 100318-06

By: _____

By:  _____

Cooper Reinbold, P.E., Partner

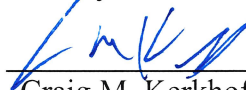
Date: _____

Date: 11/11/2025 _____

ATTEST

Reviewed By:

By: _____



Craig M. Kerkhoff, P.E., C.F.M.

Managing Partner

EXHIBIT “A”

ENGINEERING SERVICES

ALVARADO HILLS PAVING & DRAINAGE IMPROVEMENTS PROJECT

This project scope of services consists of the preparation of construction plans, specifications and bidding documents for construction of the Alvarado Hills Paving & Drainage Improvements and providing assistance during the bidding and construction administration phases of the project. The roadways included in this project include Burnett Boulevard, Edgar Court, Elwood Court (east of Burnett Blvd.), Wildwood Drive and Tanglewood Drive.

The pavement sections will utilize TxDOT specifications to scarify, mix and recompact the existing pavement and cement treated material. The asphalt overlay will consist of 1-1/2 inches of base course asphalt, GlasPave geotextile fabric and 1-1/2 to 2 inches of surface course asphalt. A geotechnical investigation will be completed to determine any subgrade preparation recommendations beneath each of the roadways. Phasing of the roadway improvements will be coordinated with the City in order to have minimal on existing residents.

The roadway will be replaced to the same widths as exist today. The existing curb & gutter along the divided portion of Burnett Boulevard are to remain in place and be utilized with the new pavement section, where possible. Since the roadway and drainage improvements are anticipated to remain within the City’s existing right-of-way (ROW), easement and right-of-way acquisition are assumed not to be a part of this contract.

Roadside channels will be graded to promote positive drainage. Due to the lack of depth on the existing channels and downstream elevations, a specific storm event will not be utilized in design. Where possible, existing drainage culverts will be utilized to minimize project costs.

Existing utilities are to remain in place. Existing manhole and valve cover rims will be adjusted where necessary.

Exhibit “A-1”, attached to the end of this Exhibit A, is included to assist in defining the project scope. An itemized opinion of total project construction cost is attached to the end of Exhibit B as Exhibit “B-1”.

Part I: Preliminary Design

- A. Create base map based on property information obtained through the Central Appraisal District and property monumentation located during field survey. Existing utilities to be located by Texas811.
- B. Acquire raw LiDAR data over the designated area with nominal point density and ground control. Create digital terrain model with break lines and vector data to establish a base for engineering design.
- C. Prepare horizontal and vertical alignments of roadway, including establishing the centerline of the roadway, typical sections, geometric layout of turn lanes, and preliminary grade of the roadway. Cross-sections and driveway profiles will be included in the plans.
- D. Preliminary drainage evaluation including drainage area map and identification of major drainage outfall structures with preliminary sizing.
- E. Prepare opinion of probable construction cost based on preliminary engineering.
- F. Attend one design review meeting with City Staff.
- G. Submit Preliminary Plans to City for review.

Part II: Final Engineering Design

- A. Prepare construction plan and profile sheets for the horizontal and vertical layout for the roadway construction.
- B. Prepare stormwater run-off calculations/sizing, including plan and profile sheets of storm sewer. Stormwater run-off calculations will utilize a design storm event approved by the City of Alvarado.
- C. Prepare roadside channel plan-profiles.
- D. Prepare Coordinate Control Plans with benchmarks.
- E. Prepare typical construction details and general notes.
- F. Prepare typical sections for Roadway.
- G. Prepare permanent Signing and Pavement Marking Plan and Summary.
- H. Prepare Erosion Control Plan.
- I. Prepare Cover Sheet, Location Map and Sheet Index.
- J. Attend two design review meetings with City Staff.

- K. Complete quantity take-off and update Opinion of Probable Construction Cost at 60% and 90% plan sets.
- L. Prepare technical specifications and Contract Documents using NCTCOG Standard Specifications as the base.
- M. Prepare final quantity take-off and formulate opinion of probable construction cost based on final plans.
- N. Prepare Signed and Sealed Construction Plans, Specifications, Contract and Bidding Documents.
- O. Provide final sets to the City.

Part III: Bidding Phase:

- A. The City will publish notices in the newspaper recognized by the City Council as the official newspaper for the City of Alvarado. BHC will post the plans for bid advertisement on Civcast.
- B. The Engineer will answer online questions in order submitted, in addition the Engineer will prepare addenda to modify the plans and specifications. Questions must be submitted by potential bidders a minimum of 72-hours before the bid opening. All addenda shall be posted a minimum of 24-hours before the bid opening.
- C. Assist during opening of bids and provide bid tabulation sheets.
- D. Complete cursory review of bid documents to determine that the bid includes all sheets of the Engineer's office original file set.
- E. Obtain experience record and references from the apparent low bidder. Check references of apparent low bidder.
- F. Formulate opinion from information received and provide a letter of recommendation for award of a construction contract. Bid tabulation summary sheets will also be sent to the City.

Part IV: Construction Phase

- A. After award of contract, furnish six (6) sets of 11" x 17" final plans, specifications and contract documents to the City for construction use by the City and Contractor.
- B. Attend the Pre-Construction Conference, including preparing an agenda.
- C. Attend coordination meetings with contractor, quality control personnel, and City representatives as required to discuss strategy, problem areas, progress, and other coordination matters (6 meetings are included).
- D. Review shop drawings and other submittal information which the Contractor submits. This review is for the benefit of the Owner and covers only general conformance with information stated by the Contract Documents. The contractor is to review and stamp their approval on submittals prior to submitting to the Engineer. Review by the Engineer does not relieve the Contractor of any responsibilities, safety measures or the necessity to construct a complete and workable facility in accordance with the Contract Documents. Review of shop drawings will be completed by review of electronic PDF files provided by the Contractor.
- E. Provide written responses to requests for information or clarification to City or Contractor. Responses will be in electronic format.
- F. Prepare and process routine change orders for this project as they pertain to the original scope of work. Transmittal will be electronically and will include construction plan sheet changes.
- G. Make periodic site visits during construction as the project requirements dictate. Minimum of one project site visit per month.
- H. Prepare monthly pay request from information obtained from Contractor and/or City Inspector, and prepare pay request along with letter of recommendation for payment. Pay requests will be transmitted electronically.
- I. Accompany the City during their final inspection of the project. Prepare City's punch list and transmit it electronically.
- J. Prepare Record drawing utilizing information from the contractor and on-site representative. Record drawings will be transmitted electronically in PDF format.

Part V: Additional Services

- A. Field Survey for Design and Construction Layout based on the Texas State Plane Grid Coordinate System.
- B. Geotechnical Investigation and Report; including up to seven (7) borings for the proposed pavement design.
- C. Coordination with parties other than the City of Alvarado.
- D. Printing of six (6) sets of final plans and specifications for distribution to the contractor.
- E. Prepare Record Drawings and submit electronically (PDF) to City

Part VI: Exclusions

The intent of this scope of services is to include only the services specifically listed herein and none others. Services specifically excluded from this scope of services include, but are not necessarily limited to the following:

- A. Certification that work is in accordance with plans and specifications.
- B. Construction staking.
- C. Consulting services by others not included in Scope of Services.
- D. Contractor's means and methods.
- E. Environmental cleanup.
- F. Environmental permitting (not included in the scope herein), impact assessment (preparation of NEPA documentation), or site assessment/remediation.
- G. Fees for permits.
- H. Fees for publicly advertising the construction project.
- I. Fiduciary responsibility to the Client.
- J. Hydrologic or hydraulic studies.
- K. On-site construction safety precautions, programs and responsibility (Contractor's responsibility).
- L. Legal Services.
- M. Phasing of Contractor's work.
- N. Quality control and testing services during construction.
- O. Revisions and/or change orders as a result of revisions after completion of original design (unless to correct error on plans).
- P. Services in connection with condemnation hearings.
- Q. Subsurface utility engineering (SUE) or potholing.
- R. Title searches.
- S. Traffic engineering study or reports.

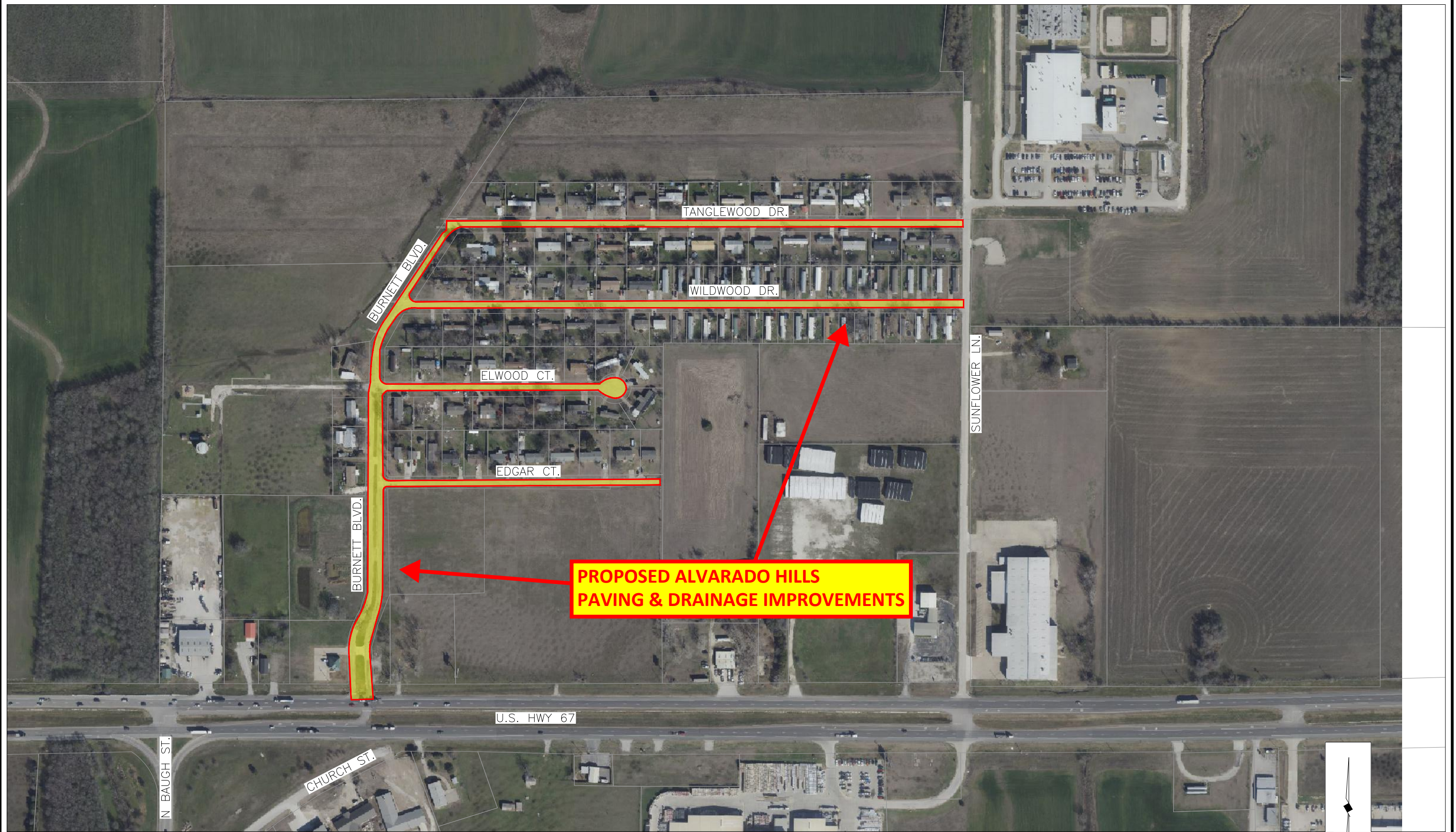
- T. Trench safety designs.
- U. Wetlands determination.

Part VII: Terms and Conditions For Electronic File Transfers

Electronic files are transmitted on the terms and conditions below:

By opening, accessing, copying or otherwise using the transmitted electronic files, these terms and conditions are accepted by the user.

- A. The electronic files are compatible with the following software packages operating on a PC using Windows operating systems:
 - Autocad Civil 3D 2024
 - Innovyse InfoWater Pro 3.0 with ESRI Arc Pro 2.7
 - Autodesk Infoworks ICM 2025.5 Ultimate
 - MS Office 365
 - Bluebeam Revu (PDF) Ver 10 - Ver 2020
- B. Birkhoff, Hendricks & Carter, L.L.P. makes no warranty as to the compatibility of these files beyond the specified release of the above stated software.
- C. Because data stored on electronic media can deteriorate undetected or be modified, Birkhoff, Hendricks & Carter, L.L.P. will not be held liable for completeness or correctness of electronic media.
- D. The electronic files are instruments of our service. Where there is a conflict between the hard copy drawings and the electronic files, Birkhoff, Hendricks & Carter, L.L.P.'s hard copy file will govern in all cases.
- E. Electronic files may only be modified in accordance with the Texas Engineering Practice Act for modifying another Engineer's design.



BIRKHOFF, HENDRICKS & CARTER, L.L.P.
PROFESSIONAL ENGINEERS
TBPE Firm No. 526; TBPLS Firm No. 10031800
11910 Greenville Ave., Suite 600
Dallas, Texas 75243 (214) 361-7900

Exhibit "A-1"

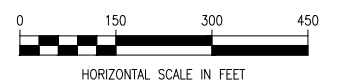


EXHIBIT “B”

PAYMENT SCHEDULE

Payment for engineering services described under Parts I through IV shall be based on a lump sum amount of \$282,109.

The following is a summary of the estimated charges for the lump sum elements of the proposed services:

Basic Services:

I.	Preliminary Engineering	\$65,869
II.	Final Engineering Design	\$157,265
III.	Bidding Services	\$6,553
IV.	Construction Administration	<u>\$52,422</u>
Total Basic Services		\$282,109

Payment for Additional Services described under Part V shall be on the basis of salary cost times a multiplier of 2.45 for time expended on the task. Field survey crew shall be based on \$195.00 per hour, inclusive of all equipment rentals and software licensing; plus mileage charge at the IRS established rate. Expenses shall be at invoice cost times a multiplier of 1.15. We recommend a budget of \$47,691 be established for the hourly or as needed services.

The following is a summary of the estimated charges for the various elements of the proposed additional services:

V. Additional Services:

Field & Boundary Survey	\$19,566
Geotechnical Investigation & Report	\$20,125
Coordination	\$5,000
Reproduction	\$500
Record Drawings	<u>\$2,500</u>
Total Additional Services	\$47,691

TOTAL CONTRACT NOT TO EXCEED \$329,800

The maximum overall fee established herein shall not be exceeded without written authorization from the City, based on increased scope of services. Payment invoices are to be prepared and emailed on a monthly basis, based on percentage complete for the basic services, and on actual hour expenditures for the Additional Services. Payment is due within 30 days of receipt of invoice.

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BIRKHOFF, HENDRICKS & CARTER, L.L.P.**PROFESSIONAL ENGINEERS****TEXAS FIRM F526****Client:** City of Alvarado**Project:** Alvarado Hills Paving & Drainage Improvements**Project No.** CONTDEV-ALVA**Date:** 11-Nov-25**By:** Cooper Reinbold, P.E.**Exhibit "B-1"****ENGINEER'S PRELIMINARY OPINION OF CONSTRUCTION COST**

Item No.	Description	Quantity	Unit	Price	Amount
Purpose Statement: The City desires to rehabilitate the existing roadways within the Alvarado Hills subdivision, located north of U.S. Highway 67 and west of Sunflower Lane. Project includes storm drainage design and improvements.					
Project Description: Scarify, remix, reshape & recompact existing asphalt and base material. Place and compact approximately 2" of Type "B" asphalt base course with Glaspave reinforcement and 1-1/2" Type "D" asphalt surface course.					
1	Insurance, Bonds & Mobilization	1	L.S.	\$ 98,700.00	\$ 98,700
2	Unclassified Excavation	8,627	C.Y.	\$ 25.00	\$ 215,700
3	Scarify, Remix, Reshape & Recompact Existing Asphalt and Base Material	19,172	S.Y.	\$ 30.00	\$ 575,200
4	Furnish & Lay 2-inch Type "B" HMAC Base Course, including Tack Coat	2,109	Tons	\$ 150.00	\$ 316,300
5	Furnish & Lay 1.5-inch Type "D" HMAC Surface Course	1,582	Tons	\$ 175.00	\$ 276,800
6	Furnish & Place GlasPave Geotextile Fabric	19,172	S.Y.	\$ 10.00	\$ 191,700
7	Remove & Replace 6-inch Monolithic Concrete Curb	450	L.F.	\$ 45.00	\$ 20,300
8	Remove & Replace Concrete Driveway (116 ea. x 18' wide x 10' deep	2,320	S.Y.	\$ 110.00	\$ 255,200
9	Furnish & Install Asphalt Driveway Transition	44	S.Y.	\$ 65.00	\$ 2,900
10	Furnish & Install Gravel Driveway Transition	18	S.Y.	\$ 35.00	\$ 600
11	Full Depth Sawcut	150	L.F.	\$ 3.00	\$ 500
12	Finish Grade and Sodding (plus 10% beyond excavation limits)	16,744	S.Y.	\$ 6.55	\$ 109,700
13	Furnish, Install, Maintain & Remove Erosion Control Devices	1	L.S.	\$ 2,500.00	\$ 2,500
14	Furnish Storm Water Pollution Prevention Plan (SW3P)	1	L.S.	\$ 1,500.00	\$ 1,500
15	Furnish, Install, Maintain & Remove Traffic Control Devices	1	L.S.	\$ 5,000.00	\$ 5,000
16	Furnish Traffic Control Plan	1	L.S.	\$ 1,500.00	\$ 1,500
Paving Improvements Subtotal (Rounded to Nearest \$1,000):					\$ 2,074,000
17	Storm Drainage Facilities (Round to Nearest \$1,000)	20%	Paving Improvements		\$ 415,000
Drainage Improvements Subtotal (Rounded to Nearest \$1,000):					\$ 415,000
Cosntruction Subtotal:					\$ 2,489,000
Miscellaneous Contingencies (Rounded to Nearest \$1,000):					\$ 498,000
Opinion of Probable Construction Cost (Rounded to Nearest \$1,000):					\$ 2,987,000
Project Construction Cost per Linear Foot:					\$ 379.54
Estimated Engineering, Surveying, Bidding, Construction Administration:		11.04%			\$329,800
Estimated Cost Quality Monitoring Testing:		2.5%			\$ 74,675
Estimated Subtotal, Professional Fees:					\$404,475
Project Total Including Probable Construction Cost & Fees:					\$ 3,391,475
TOTAL PROJECT COST (ROUNDED TO NEAREST \$10,000):					\$ 3,400,000

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Birkhoff, Hendricks & Carter, LLP
Dallas, TX United States

Certificate Number:
2025-1387703

Date Filed:
11/11/2025

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

City of Alvarado

Date Acknowledged:

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

Professional Engr Services
Alvarado Hills Paving & Drainage Improvements

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Kerkhoff, Craig	Dallas, TX United States	X	
	Mata, Andrew	Dallas, TX United States	X	
	Chaney, Derek	Dallas, TX United States	X	
	Ivy, Justin	Dallas, TX United States		X
	Reinbold, Cooper	Dallas, TX United States		X
	Crawford, Chase	Dallas, TX United States		X

5 Check only if there is NO Interested Party.

☐

6 UNSWORN DECLARATION

My name is Cooper Reinbold, and my date of birth is October 12, 1992.

My address is 11910 Greenville Ave, Suite 600, Dallas, Texas, 75243, USA.
(city) (state) (zip code) (country)

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

Executed in Dallas County, State of Texas, on the 11th day of November, 20 25.
(month) (year)



Signature of authorized agent of contracting business entity
(Declarant)



BOARDS & COMMISSIONS VOLUNTEER APPLICATION

BOARD AND/OR VOLUNTEER OPPORTUNITY SELECTION

Animal Advisory Board	☐	Pecan Orchard Volunteer	☐	Downtown Activity Volunteer	☐
Library Advisory Board	☐	Animal Shelter Volunteer	☐	Alvarado Economic Development Corporation	☐
Parks Advisory Board	☐	PD Citizen Volunteer	☐	Planning and Zoning Commission	☐

PERSONAL INFORMATION

Full Name :

Address :

Mailing Address :

Phone Number : Can we text you? ☐ Yes ☐ No

E-Mail: Can you receive personal emails at this address? ☐ Yes ☐ No

Occupation: Employer:

How long have you lived in Alvarado?

Are you or any family member involved in any business transaction with the City of Alvarado? ☐ Yes ☐ No

What previous experience do you have on boards, commissions, volunteer services or other civic organizations:

TELL US ABOUT YOURSELF

What are your areas of interest? :

Thank you for your willingness to serve the City of Alvarado. Our citizens play an important role in the success of the City and it takes volunteers like yourself to get things done.

The City will keep your information on file for one (1) year and when an opportunity you have an interest in becomes available, you may be contacted to see if you are still interested in participating.

Need More Information?

📍 104 W. College St. Alvarado, TX
📞 (817) 790-3351
🌐 www.CityOfAlvarado.org

THANK YOU

Toastmasters: Vice-President of Education for York
Toastmasters 2007-2009; Unit II Manager for City of
Oklahoma City Public Events for 12 years; over 10 years
with National Association of Realtors



BOARDS & COMMISSIONS VOLUNTEER APPLICATION

BOARD AND/OR VOLUNTEER OPPORTUNITY SELECTION

Animal Advisory Board	☐	Pecan Orchard Volunteer	☐	Downtown Activity Volunteer	☐
Library Advisory Board	☐	Animal Shelter Volunteer	☐	Alvarado Economic Development Corporation	☐
Parks Advisory Board	☐	PD Citizen Volunteer	☐	Planning and Zoning Commission	☐

PERSONAL INFORMATION

Full Name :

Address :

Mailing Address :

Phone Number : Can we text you? ☐ Yes ☐ No

E-Mail: Can you receive personal emails at this address? ☐ Yes ☐ No

Occupation: Employer:

How long have you lived in Alvarado?

Are you or any family member involved in any business transaction with the City of Alvarado? ☐ Yes ☐ No

What previous experience do you have on boards, commissions, volunteer services or other civic organizations:

TELL US ABOUT YOURSELF

What are your areas of interest? :

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The City will keep your information on file for one (1) year and when an opportunity you have an interest in becomes available, you may be contacted to see if you are still interested in participating.

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THANK YOU



BOARDS & COMMISSIONS VOLUNTEER APPLICATION

BOARD AND/OR VOLUNTEER OPPORTUNITY SELECTION

Animal Advisory Board	☐	Pecan Orchard Volunteer	☐	Downtown Activity Volunteer	☐
Library Advisory Board	☐	Animal Shelter Volunteer	☐	Alvarado Economic Development Corporation	☒
Parks Advisory Board	☐	PD Citizen Volunteer	☐	Planning and Zoning Commission	☐

PERSONAL INFORMATION

Full Name : David M Hilburn

Address : [REDACTED] Alvarado, TX 76009

Mailing Address : Same

Phone Number : [REDACTED] Can we text you? ☒ Yes ☐ No

E-Mail : [REDACTED] Can you receive personal emails at this address? ☒ Yes ☐ No

Occupation : Account Manager Employer : Andrews Distributing

How long have you lived in Alvarado? 21 years 9 months

Are you or any family member involved in any business transaction with the City of Alvarado? ☐ Yes ☒ No

What previous experience do you have on boards, commissions, volunteer services or other civic organizations:

None

TELL US ABOUT YOURSELF

What are your areas of interest? : The future growth and development of Alvarado

Thank you for your willingness to serve the City of Alvarado. Our citizens play an important role in the success of the City and it takes volunteers like yourself to get things done.

The City will keep your information on file for one (1) year and when an opportunity you have an interest in becomes available, you may be contacted to see if you are still interested in participating.

Need More Information?

📍 104 W. College St. Alvarado, TX
📞 (817) 790-3351
🌐 www.CityOfAlvarado.org

THANK YOU



City Council Meeting Management Report

Meeting Date: December 15, 2025

Contact: Justin French, Community Development Director

AGENDA ITEM:

Consider the use of eminent domain to condemn property and consider Resolution No. R2025-0047 authorizing the filing of eminent domain proceedings for the purpose of obtaining the necessary real property interests for the Green Sanitary Sewer Line Project to serve existing and new development in the City and for other public purposes permitted by law.

BACKGROUND & FINDINGS:

The City is preparing for the construction of the Green Sanitary Sewer Line to serve existing and new development in Sewer Basins 2, 5, and 9. In order to complete this project, it is necessary for the City to acquire certain easements from the property owners who own land across which this project will be located. The City and the unknown owner of the property described in Exhibit A have been unable to reach an agreement on the acquisition.

FINANCIAL IMPACT:

None.

RECOMMENDATION:

Consider finding and determining the acquisition of the real property interests for the Project constitutes a public use for a public purpose and deeming it necessary to authorize the law firm of Taylor, Olson, Adkins, Sralla & Elam, L.L.P. to initiate condemnation proceedings in order to acquire the necessary real property interests.

MANAGEMENT REVIEW:

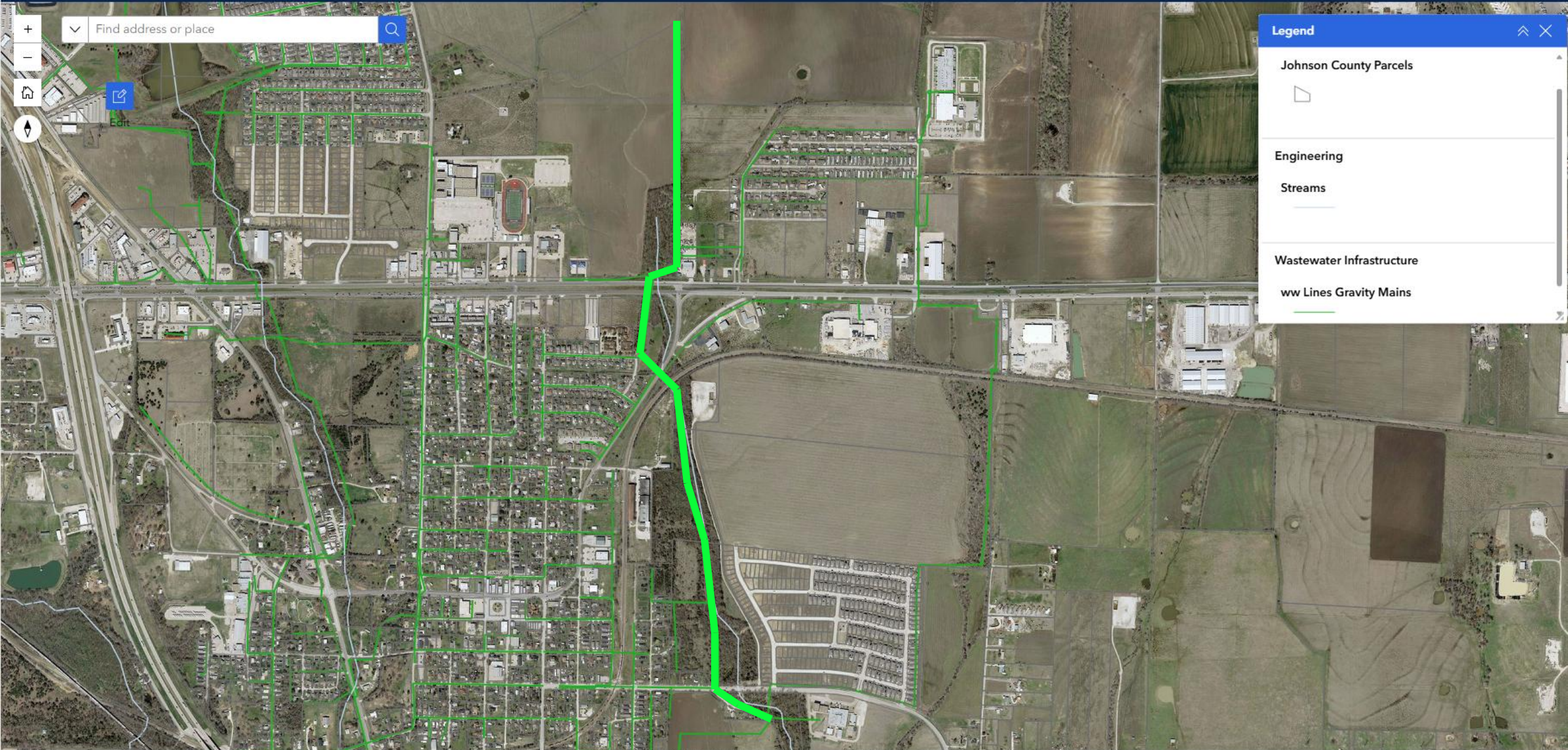
Paul DeBuff, City Manager

ATTACHMENTS:

Green SS Line Project Location Map

Southern End of Green SS Line Project Location Map

Resolution No. R2025-0047

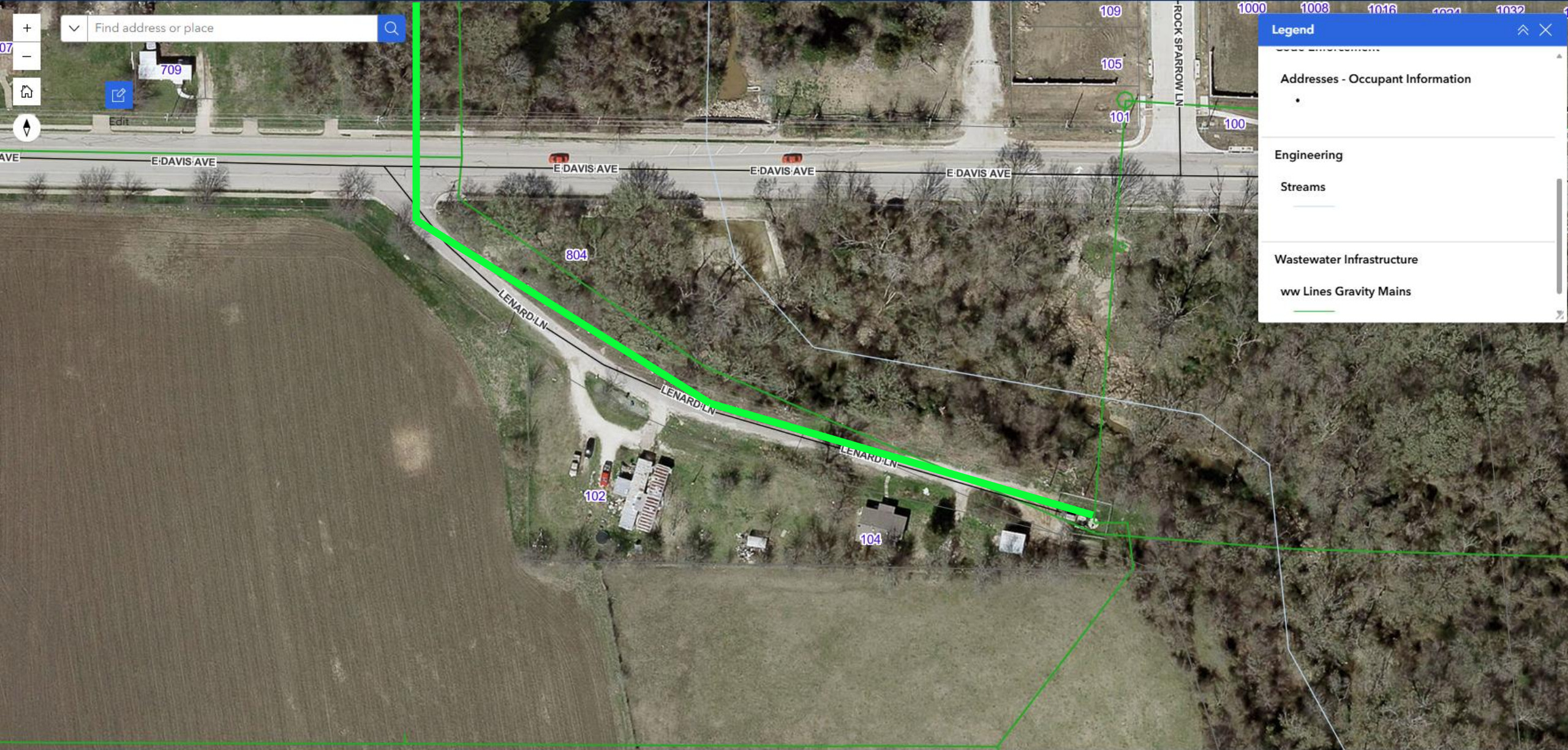




Find address or place

709

Edit



Legend

Addresses - Occupant Information

Engineering

Streams

Wastewater Infrastructure

ww Lines Gravity Mains

RESOLUTION NO. R2025-0047

A RESOLUTION OF THE CITY OF ALVARADO, TEXAS, AUTHORIZING THE FILING OF EMINENT DOMAIN PROCEEDINGS FOR THE PURPOSE OF ACQUIRING REAL PROPERTY FOR CONSTRUCTION AND MAINTENANCE OF THE GREEN SANITARY SEWER LINE AND FOR OTHER PUBLIC PURPOSES PERMITTED BY LAW; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Alvarado, Texas, (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 is preparing for the construction of the Green Sanitary Sewer Line (the “Project”) to serve existing and new development in the City; and

WHEREAS, in order to complete the Project, it is necessary for the City to acquire certain easements from the property owners who own land across which the Project will be located; and

WHEREAS, the City and the owner of the following properties have been unable to reach an agreement on the acquisition of the following needed easements:

- 0.3401 acre (14,816 sq. ft) sanitary sewer easement on property as a portion of Lenard Lane (being an undocumented prescriptive right-of-way functioning as ingress/egress to a called approximate 1 acre tract of land conveyed to Nina Lenard and Jesse Charles Lenard, by deed thereof filed for record in Volume 3044, Page 393, Official Public Records, Johnson County, Texas, as more fully described in **Exhibit A** attached hereto and incorporated herein; and

WHEREAS, the City Council finds and determines that the acquisition of the above real property interests for the Project constitutes a public use for a public purpose; and

WHEREAS, the City Council now deems it necessary to authorize the law firm of Taylor, Olson, Adkins, Sralla & Elam, L.L.P. to initiate condemnation proceedings in order to acquire the necessary real property interests.

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

SECTION 1.

The City Council hereby finds and determines that the recitals made in the preamble of this Resolution are true and correct and incorporates such recitals herein.

SECTION 2.

The City Council hereby finds and determines that a public necessity exists for the Project and that the acquisition of the above-referenced real property interests, which are more fully described in **Exhibit A** attached to this Resolution and incorporated herein for all purposes, is necessary for such purposes.

SECTION 3.

The law firm of Taylor, Olson, Adkins, Sralla & Elam, L.L.P. (“City Attorney”) is hereby authorized to bring condemnation proceedings against the owners, and any and all other parties having an interest in the underlying properties, for the purpose of acquiring such real property interests through the exercise of the City’s power of eminent domain, provided that the following conditions have been met:

- (a) The City will use due diligence to obtain ownership information and a legal description for each parcel to be acquired;
- (b) If the owner and/or other parties are located through the exercise of due diligence, the City Manager, or his designated representative, will:
 - (1) Make an initial offer to the owner and/or other parties for the purchase of the above-referenced real property interests;
 - (2) Make a final offer to the owner and/or other parties for the purchase of the above-referenced real property interests; and
 - (3) Disclose to the owner and/or other parties all existing appraisal reports or value studies produced or acquired by the City relating to the owners’ or other parties’ property and used by the City in determining the amount of the final offer.
- (c) The owner and/or other parties fail or refuse to accept the City’s final offer.
- (d) If the owner and/or other parties cannot be located through the exercise of due diligence, the City Attorney may file eminent domain proceedings against such owner and/or other parties, and shall cite such owner and/or other parties, who cannot be located, by publication in the manner authorized by law.

SECTION 4.

The City Council hereby finds and determines that the above-described real property interests are needed for the Project, which serves a public purpose and is necessary to serve the public health, safety, and welfare.

SECTION 5.

This Resolution shall be effective immediately upon approval by the City Council.

PASSED AND APPROVED by the City Council of the City of Alvarado, Texas, this 15th day of December, 2025.

Jacob Wheat, Mayor

Attest:

Bobbie Jo Taylor, City Secretary

EXHIBIT "A"
PARCEL NO. 7
PERMANENT SANITARY SEWER EASEMENT
ANDREW SPIVA SURVEY, ABSTRACT NUMBER 770
CITY OF ALVARADO, JOHNSON COUNTY, TEXAS

BEING a 0.3401 acre tract of land located in the Andrew Spiva Survey, Abstract No. 770, City of Alvarado, Johnson County, Texas, said 0.3401 acre tract of land being a portion of Lenard Lane (being an undocumented prescriptive right-of-way functioning as ingress / egress to a called approximate 1 acre tract of land conveyed to **NINA LENARD** and **JESSE CHARLES LENARD**, by deed thereof filed for record in Volume 3044, Page 393, Official Public Records, Johnson County, Texas, said 0.3401 acre tract being more particularly described by metes and bounds as follows:

BEGINNING at a point on the south right-of-way line of Farm to Market Road 1807 (being a variable width public right-of-way), from which a 1/2-inch iron rod found at the most northerly northeast property corner of a called 54.328 acre tract of land conveyed to Bloomfield Homes by deed filed for record in Instrument Number 2021-29552, Official Public Records, Johnson County, Texas (O.P.R.J.C.T.), bears North 89°18'05" West, 82.11 feet, said beginning point also having a NAD83 Texas North Central Zone (4202) grid coordinate of N: 6,832,387.09 and E: 2,368,467.87;

THENCE South 89°18'05" East, along the said south right-of-way line, 20.05 feet;

THENCE over and across said Lenard Lane the following courses and distances:

South 03°29'45" East, 15.16 feet;

South 56°21'55" East, at a distance of 27.79 feet passing a 5/8-inch iron rod found at the most westerly northwest property corner of a called 7.527 acre tract of land conveyed to 275 Alvarado LLC, by deed filed for record in Volume 3566, Page 534, O.P.R.J.C.T., and continuing along a southwest property line of the said 7.527 acre tract, in all a total distance of 211.05 feet to a 5/8 -inch iron rod found at a southwest property corner of the said 7.527 acre tract;

THENCE continuing along the said southwest property line the following courses and distances:

South 72°53'29" East, 421.59 feet to a 5/8-inch iron rod with a cap stamped "RPLS 5590" found;

South 19°28'46" East, 23.11 feet to the intersection of the said southwest property line with a north property line of the said 54.328 acre tract;

THENCE South 89°12'04" West, along the said north property line of the 54.328 acre tract, 82.01 feet;

THENCE over and across said Lenard Lane the following courses and distances:

North 46°28'48" West, 53.44 feet;

North 72°53'29" West, 312.38 feet;

North 56°21'55" West, 223.90 feet;

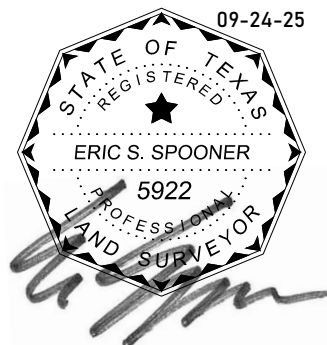
North 03°29'45" West, 26.57 feet to the **POINT OF BEGINNING**.

The hereinabove described tract of land contains a computed area of **0.3401 acres (14,816 square feet)** of land, more or less.

The bearings and distances shown hereon are referenced to the Texas Coordinate System of 1983, Texas North Central Zone 4202, and are based on the North American Datum of 1983, 2011 Adjustment. All Areas shown hereon are calculated based on surface measurements.

I Eric S. Spooner, a Registered Professional Land Surveyor in the State of Texas, do hereby state that the foregoing description accurately sets out the metes and bounds description of the easement tract described herein.

Eric S. Spooner, RPLS
Spooner & Associates, Inc.
Texas Registration No. 5922
TBPLS Firm No. 10054900



MAP OF EXHIBIT "A"

SEE ATTACHED METES & BOUNDS
DESCRIPTION ON PAGE 1 HEREIN

N: 6,832,387.09
E: 2,368,467.87
(NAD83 ~ GRID)

**POINT OF
BEGINNING**

FARM TO MARKET 1807

(FM 1807 ~ VARIABLE WIDTH PUBLIC R.O.W.)

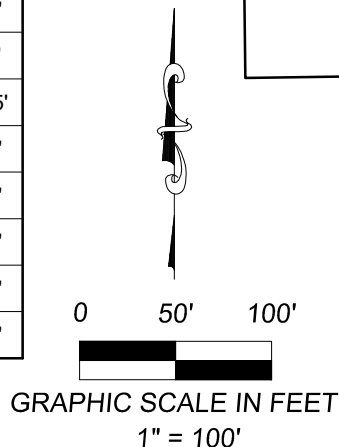
EXHIBIT "A" PERMANENT SANITARY SEWER EASEMENT 0.3401 ACRES (14,816 SQ. FT.)

CALLED: 7.527 ACRES
275 ALVARADO L.L.C.
"TRACT 2"
VOL. 3566, PG. 534
O.P.R.J.C.T.

APPROXIMATE LOCATION OF
15' SANITARY SEWER EASEMENT
VOL. 708, PG. 129, O.P.R.J.C.T.
(FOURTH EASEMENT)

ANDREW SPIVA SURVEY
ABSTRACT NO. 770

LINE TABLE		
NO.	DIRECTION	DIST.
L1	S89°18'05"E	20.05'
L2	S03°29'45"E	15.16'
L3	S56°21'55"E	211.05'
L4	S19°28'46"E	23.11'
L5	S89°12'04"W	82.01'
L6	N46°28'48"W	53.44'
L7	N03°29'45"W	26.57'
L8	N89°18'05"W	82.11'



CALLED: APPROX. 1 ACRE
NINA & JESSE CHARLES LENARD
"TRACT 1", VOL. 3044, PG. 393
O.P.R.J.C.T.

LENARD LANE (VARIABLE WIDTH UNDOCUMENTED PRESCRIPTIVE RIGHT-OF-WAY FOR THE LENARD PROPERTY AND THE PUBLIC LIFT STATION)

CALLED: 54.328 ACRES
BLOOMFIELD HOMES, L.P.
"TRACT 1", INS. NO. 2021-29552
O.P.R.J.C.T.

NOTE: THE BEARINGS AND DISTANCES SHOWN HEREON ARE REFERENCED TO THE TEXAS COORDINATE SYSTEM OF 1983, TEXAS NORTH CENTRAL ZONE 4202, AND ARE BASED ON THE NORTH AMERICAN DATUM OF 1983, 2011 ADJUSTMENT. ALL AREAS SHOWN HEREON ARE CALCULATED BASED ON SURFACE MEASUREMENTS.

20' UTILITY EASEMENT
TO CITY OF ALVARADO
VOL. 1613, PG. 400
O.P.R.J.C.T.

APPROXIMATE LOCATION OF
15' SANITARY SEWER EASEMENT
VOL. 708, PG. 129, O.P.R.J.C.T.
(FOURTH EASEMENT)

PROPERTY LINE

EXHIBIT "A" PERMANENT SANITARY SEWER EASEMENT ANDREW SPIVA SURVEY, ABSTRACT NUMBER 770 CITY OF ALVARADO, JOHNSON COUNTY, TEXAS



309 BYERS STREET, SUITE 100, EULESS, TEXAS 76039
(817) 685-8448 WWW.SPOONERSURVEYORS.COM
TBPLS FIRM NO. 10054900

