

REGULAR MEETING OF THE CITY OF ALVARADO CITY COUNCIL
104 W. COLLEGE
September 20, 2021
6:30 P.M.

AGENDA

The City Council of the City of Alvarado will meet in a Regular Called Session on Monday, September 20, 2021 at 6:30 p.m. in the Council Chambers at City Hall for the following agenda items.

CALL TO ORDER- Roll Call

INVOCATION

PLEDGE OF ALLEGIANCE

CITIZEN PARTICIPATION AND PUBLIC INPUT:

This is an opportunity for citizens to address the City Council 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. The City Council has no obligation to respond in any matter to comments or questions from the public. Any response from a member of the 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 future City Council meeting.

CITY MANAGER'S REPORT:

- A. Capital projects update:
 - a. Sunflower Lane
 - b. Maple Street Phase I
- B. Development update:
 - a. Wastewater Infrastructure
- C. Retail recruitment: Downtown Strategies
- D. Website update
- E. Miscellaneous

CONSENT AGENDA:

- A. Minutes from the regular council meeting held on August 16, 2021
- B. Minutes from the Special Called Meeting held on August 3, 2021
- C. Minutes from the Special Called Meeting held on September 7, 2021.
- D. Interlocal Agreement between Johnson County Texas for Dispatch services
For the Alvarado Marshall.
- E. Interlocal Agreement between Johnson County, Texas and the City of Alvarado for
housing City's Class C Misdemeanor Prisoners.

F. Interlocal Agreement between Johnson County, Texas and the City of Alvarado for Dispatch Services for the Alvarado Police Department.

NEW BUSINESS

1. Consideration and action regarding an ordinance of the City Council of the City of Alvarado, Texas adopting a revised budget for the fiscal year beginning on October 1, 2020, and ending September 30, 2021; and providing an effective date.
2. Public Hearing and consideration and action regarding an ordinance of the City of Alvarado, Texas adopting the budget for the fiscal year beginning October 1, 2021 and ending September 30, 2022; appropriating resources for each department, project, operation, activity, purchases, account and other expenditures; providing for emergency expenditures and expenditures as allowed by applicable state law; requiring the filing and posting of the budget as required by state law and providing an effective date.
3. Consideration and action regarding ratifying the property tax increase reflected in the 2021-2022 fiscal year operating budget.
4. Public Hearing and consideration and action regarding an ordinance of the City of Alvarado, Texas affixing and levying municipal ad valorem taxes on all taxable property within the corporate limits of the City of Alvarado, Texas for the fiscal year beginning October 1, 2021 and ending September 30, 2022 at the rate of \$0.812696 per one hundred dollars (\$100.00) and for directing the assessment thereof; providing for a date on which such taxes become due and delinquent together with penalties and interest thereon; providing for place of payment; providing for approval of the tax rolls presented to the City Council; providing for repealing, savings, and severability clause; providing for an effective date.
5. Consideration and action regarding acceptance of a petition for annexation for property described as approximately 70.5989 acres located in the Andrew Spiva Survey, Abstract No. 700, Alvarado, Johnson County, Texas.
6. Consideration and action regarding Resolution amending authorized representatives for Texpool and investment service for public funds.
7. Consideration and action regarding a contract for providing fire extinguishment and emergency services between Johnson County Emergency Services District No. 1 and the City of Alvarado.
8. Public Hearing and consideration and action regarding the request for rezoning of property known as a tract of land situated in the Andrew Spiva Survey, Abstract No. 770, Alvarado, Johnson County, Texas from an "M-1" (Manufacturing) to a "PD" (Planned Development) zoning district.
9. Consideration and action regarding a request for a preliminary plat or property known

as a tract of land situated in the Andrew Spiva Survey, Abstract No. 770, Alvarado, Johnson County, Texas.

10. Public Hearing regarding creation of a Public Improvement District.

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EXECUTIVE SESSION

Pursuant to the Texas Open Meetings Act, Chapter 551 of the Texas Government Code executive session may be held under one or more of Sections 551.071, 551.073, 551.074, 551-.76, 551.087, 413.183(f) and 418.106(d) & (e), either at the end of The Regular Session or at any time during the meeting on any item on the agenda if a need rises for the City Council to seek advice from the City Attorney or otherwise convene in closed session as permitted by such sections of the Open Meetings Act. The City Council may take action on any agenda item listed for executive session consideration upon reconvening in open session. Please refer to agenda for the items posted.

- a. §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 provision of Chapter 551, including the following items:

1. Any posted item on the agenda

11. Consideration and action regarding items discussed in Executive Session.

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.

12. Adjourn.

ACCESSIBILITY STATEMENT

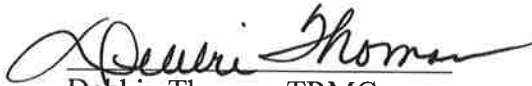
The Alvarado City Hall and Council Chamber are wheelchair accessible. The exit and parking ramps are located in the front of the building. Persons with disabilities who plan to attend this meeting and

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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:. Please call at least two (2) working days prior to the meeting so that appropriate arrangements can be made.

NON-DISCRIMINATION STATEMENT

The City of Alvarado does not discriminate on the basis of race, color, national origin, sex, religion, or disability in the employment or the provision of services. I, the undersigned authority do hereby certify that the above Agenda was posted on the bulletin board in the City Hall of the City of Alvarado, Texas, a place convenient and readily accessible to the general public at all times and said Agenda was posted on September 9, 2021 at 4:30 p.m. and remained so posted continuously for at least 72 hours preceding the scheduled time of said meeting.


Debbie Thomas, TRMC
City Secretary

CITY OF ALVARADO

County of Johnson

State of Texas

August 16, 2021

MINUTES

The City Council of the City of Alvarado met in Regular Called Session on Monday, August 16, 2021, at 6:30 p.m. The following were present for roll call:

Tracy Melson	*	Councilperson
Jacob Wheat	*	Mayor
Lydia Moon	*	Mayor Pro Tem
Cherry Bryant	*	Councilperson
Michael Bennett	*	Councilperson
Kevin Thomas	*	Councilperson
Beverly Short	*	Councilperson

Others Present:

Richard Morton	*	Interim City Manager
Debbie Thomas	*	City Secretary
Ashley Dierker	*	City Attorney
Michael Dwiggin	*	Public Works Director
Tony Sims	*	Interim Chief of Police
Richard Van Winkle	*	Fire Chief

INVOCATION

Mayor Jacob Wheat called this regular meeting to order at 6:32P.M. and Pastor Marty Douglas gave the invocation.

PLEDGE OF ALLEGIANCE

PUBLIC COMMENTS

There were no public comments at this meeting.

CONSENT AGENDA

Motion was made by Councilperson Michael Bennett duly seconded by Councilperson Cherry Bryant, to approve the consent agenda as presented. This motion supported six votes in approval and zero votes opposed. Motion carried.

CITY MANAGER REPORT

There was not a city manager's report at this meeting.

CONSIDERATION AND ACTION REGARDING THE REQUEST FOR A FINAL PLAT FOR PROPERTY KNOWN AS EAGLE GLEN, PHASE 2, APPROXIMATELY 31.551 ACRES SITUATED IN THE ANDREW SPIVA SURVEY, ABSTRACT NO. 770, ALVARADO, JOHNSON COUNTY, TEXAS.

Motion was made by Councilperson Michael Bennett, duly seconded by Mayor Pro Tem Lydia Moon to approve final plat as presented. This motion supported six votes in approval and zero opposed. Motion passed.

PUBLIC HEARING REGARDING THE CREATION OF A PUBLIC IMPROVEMENT DISTRICT.

Mayor Jacob Wheat opened this public hearing at 6:35 p.m. He then stated that we will keep this hearing open to be taken up at the August 23, 2021 Special Called Council Meeting.

CONSIDERATION AND ACTION REGARDING AN EXTENSION OF THE COVID POLICY SET TO EXPIRE AUGUST 31, 2021.

After discussion, motion was made by Councilperson Beverly Short, duly seconded by Councilperson Michael Bennett, to extend the Covid Policy until February 28 2022. This motion supported six votes in approval and zero votes opposed. Motion carried.

CONSIDERATION AND ACTION REGARDING A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ALVARADO, TEXAS DESIGNATING CERTAIN POSITIONS AS AUTHORIZED SIGNATORIES FOR ALL CITY ACCOUNTS MAINTAINED AT FIRST FINANCIAL BANK OF ALVARADO, AND ESTABLISHING AN EFFECTIVE DATE.

Richard Morton, Interim City Manager explained to the council that this resolution added Paul DeBuff and Mayor Pro Tem Lydia Moon and deleted Emile Moline as signatures. This motion supported six votes in approval and zero votes opposed. Motion carried.

CONSIDERATION AND ACTION REGARDING THE 2021-2022 AD VALOREM TAX RATE.

A. ROLL CALL VOTE FOR PROPOSED 2021-2022 AD VALOREM TAX RATE.

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After discussion, motion was made by Mayor Pro Tem Lydia Moon, duly seconded by Councilperson Cherry Bryant, to accept the voter approval tax rate of \$0.812696 per \$100. This motion supported the following with a roll call vote:

Kevin Thomas – Yes
Lydia Moon - Yes
Michael Bennett – Yes
Beverly Short – Yes
Cherry Bryant – Yes
Tracy Melson – Yes
Motion carried.

SETTING THE TIME, DATE AND PLACE FOR A PUBLIC HEARING REGARDING THE 2021-2022 AD VALOREM TAX RATE.

Motion was made by Mayor Pro Tem Lydia Moon, duly seconded by Councilperson Cherry Bryant to hold a public hearing on September 20, 2021 at 6:30 p.m. in the Council Chambers, Alvarado City Hall, 104 W. College, Alvarado, Texas. This motion supported six votes in approval and zero votes opposed. Motion carried.

CONSIDERATION AND ACTION REGARDING A BANK DEPOSITORY AGREEMENT BETWEEN THE CITY OF ALVARADO AND FIRST FINANCIAL BANK.

This agreement is an extension of our current bank depository agreement that expired in January of this year. Motion was made by Councilperson Michael Bennett, duly seconded by Councilperson Beverly Short, to approve the agreement as presented. This motion supported six votes in approval and zero votes opposed. Motion carried.

CONSIDERATION AND ACTION REGARDING REDUCING THE PARKS BOARD TO SIX REGULAR MEMBERS AND TWO ALTERNATES.

Devin Benson, Parks Director, explained to the council that it is very hard to get all nine members of the current board and that he would like to reduce it to six members. After discussion, motion was made by Mayor Pro Tem Lydia Moon, duly seconded by Councilperson Cherry Bryant to reduce the parks board to six members and two alternate. This motion supported six votes in approval and zero opposed. Motion carried.

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CONSIDERATION AND ACTION REGARDING APPROVAL OF NEW MEMBERS TO THE PARKS BOARD.

Motion was made by Mayor Pro Tem Lydia Moon, duly seconded by Councilperson Cherry Bryant, to appoint Lisa Deese as a regular member and Andrew King as an alternate member to the Parks Board. This motion supported six votes in approval and zero votes opposed. Motion carried.

EXECUTIVE SESSION

No Executive Session was held at this meeting.

COUNCIL COMMENTS

There were no council comments at this meeting.

ADJOURNMENT

Mayor Jacob Wheat then adjourned this special called meeting at 6:52 p.m.

Passed and approved this the _____ day of _____, 2021.

Mayor Jacob Wheat

Debbie Thomas, TRMC, City Secretary

CITY OF ALVARADO

County of Johnson

State of Texas

August 23, 2021

MINUTES

The City Council of the City of Alvarado met in Special Called Session on Monday, August 23, 2021, at 6:00 p.m. located at the Alvarado City Hall, City Council Chambers, 104 W College, Alvarado, Texas. The following were present for roll call:

Tracy Melson	*	Councilperson
Jacob Wheat	*	Mayor
Lydia Moon	*	Mayor Pro Tem
Cherry Bryant	*	Councilperson
Beverly Short	*	Councilperson
Michael Bennett	*	Councilperson
Kevin Thomas	*	Councilperson

Others Present:

Paul DeBuff	*	Interim City Manager
Debbie Thomas	*	City Secretary
Ashley Dierker	*	City Attorney
Tony Sims	*	Interim Police Chief

INVOCATION

Mayor Jacob Wheat called this regular meeting to order at 6:02 P.M. and gave the invocation.

PLEDGE OF ALLEGIANCE

PUBLIC COMMENTS

There were no public comments at this meeting.

PUBLIC HEARING REGARDING THE CREATION OF A PUBLIC IMPROVEMENT DISTRICT.

Mayor Jacob Wheat stated that this public hearing will stay open until the next council meeting.

EXECUTIVE SESSION

Mayor Pro Tem Jacob Wheat then convened into Executive Session at 6:08 p.m. He then reconvened into open session at 7:00 p.m.

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**CONSIDERATION AND ACTION REGARDING ITEMS DISCUSSED IN
EXECUTIVE SESSION**

Motion was made by Mayor Pro Tem Lydia Moon, duly seconded by Councilperson Kevin Thomas, to accept Chief Anderson's resignation and approve the separation agreement as discussed in Executive session. This motion supported six vote in approval and zero votes opposed. Motion carried.

ADJOURNMENT

Mayor Jacob Wheat then adjourned this special called meeting at 7:01 p.m.

Passed and approved this the _____ day of _____, 2021.

Mayor Jacob Wheat

Debbie Thomas, TRMC, City Secretary

CITY OF ALVARADO

County of Johnson

State of Texas

September 7, 2021

MINUTES

The City Council of the City of Alvarado met in Special Called Session on Tuesday, September 7, 2021, at 6:00 p.m. located at the Alvarado City Hall, City Council Chambers, 104 W College, Alvarado, Texas. The following were present for roll call:

Tracy Melson	*	Councilperson
Jacob Wheat	*	Mayor
Lydia Moon	*	Mayor Pro Tem
Cherry Bryant	*	Councilperson
Beverly Short	*	Councilperson
Kevin Thomas	*	Councilperson
Absent:		
Michael Bennett	*	Councilperson
Others Present:		
Paul DeBuff	*	Interim City Manager
Debbie Thomas	*	City Secretary
Ashley Dierker	*	City Attorney
Tony Sims	*	Interim Police Chief

Mayor Jacob Wheat called this regular meeting to order at 6:00 P.M.

PROCLAMATION

Mayor Wheat read the 9-11 Proclamation.

INVOCATION

Mayor Wheat then gave the Invocation.

PLEDGE OF ALLEGIANCE

PUBLIC COMMENTS

There were no public comments at this meeting.

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EXECUTIVE SESSION

Mayor Pro Tem Jacob Wheat then convened into Executive Session at 6:07 p.m. He then reconvened into open session at 7:30 p.m.

CONSIDERATION AND ACTION REGARDING ITEMS DISCUSSED IN EXECUTIVE SESSION

Motion was made by Councilperson Tracy Melson, duly seconded by Councilperson Beverly Short, to hire Louis Allwin Barrow as the Interim Police Chief and authorize the city manager to negotiate and execute the contract as discussed in Executive session. This motion supported four (4) votes in approval and one (1) votes (Moon) opposed. Motion carried.

ADJOURNMENT

Mayor Jacob Wheat then adjourned this special called meeting at 7:30 p.m.

Passed and approved this the _____ day of _____, 2021.

Mayor Jacob Wheat

Debbie Thomas, TRMC, City Secretary

INTERLOCAL AGREEMENTS WITH JOHNSON COUNTY

TOTAL COST TO AGENCIES

Dispatch Interlocal with City Marshall	\$44.77
Dispatch Interlocal with Police Dept.	\$71,764.37
Interlocal Agreement for Housing Class C	
Misdemeanor Prisoners	\$58.28 per prisoner per day.



STATE OF TEXAS §
 §
COUNTY OF JOHNSON §

**INTERLOCAL COOPERATION AGREEMENT
FOR DISPATCHING SERVICES FOR BUDGET YEAR 2021-2022**

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

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

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

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

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

ARTICLE I – SCOPE OF SERVICES

A. Definitions:

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

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

C. Scope of Service:

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

ARTICLE II – PAYMENTS

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

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

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

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

ARTICLE IV – INDEMNIFICATION

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

ARTICLE V – FORCE MAJEURE

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

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

ARTICLE VI – TERM

- A. This Agreement shall be in full force and effect from the date of the last party to sign this Agreement and shall terminate on September 30, 2022. Either Party may terminate this Agreement upon giving written notice sixty (60) days prior to the date of termination.
- B. Duties to make payment for services performed and any duties to defend, indemnify and hold harmless shall survive the termination of this Agreement and shall not expire until the resolution and disposition of any claims made or liability incurred or potentially incurred by JOHNSON COUNTY as a result of this Agreement. In no event shall an Entity's duty to defend, indemnify and hold harmless JOHNSON COUNTY expire prior to the running of any statute of limitations related to claims that might be asserted against JOHNSON COUNTY because of JOHNSON COUNTY'S performance or failure to perform pursuant to this Agreement.

ARTICLE VII – VESTED RIGHTS

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

ARTICLE VIII - MISCELLANEOUS PROVISIONS

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

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

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

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

JOHNSON COUNTY

Roger Harmon
County Judge

Date

Adam King
County Sheriff

Date

Attest:

Becky Ivey
County Clerk

Date

ENTITY

Signature

Date

Printed Name

Title

Chief of Police

Date

Attest:

Signature

Date

Printed Name

Title

EXHIBIT "A"
DISPATCH FEES 2021-2022 BUDGET

Total Personnel Cost for Dispatch 2020-2021 \$1,575,951.00
25% of total personnel cost: \$393,987.75

Calls for Service 07-01-2019 00:00:00 - 06-30-2020 23:59:59

Agency	All Console Calls	All Console Calls W/out Assist Calls	Total Assist Calls
Alvarado PD	3385	3206	179
Alvarado Marshal	2	2	0
Alvarado ISD	157	156	1
Joshua PD	2411	2307	104
Godley PD	4022	3961	61
Grandview PD	932	853	79
Rio Vista PD	1701	1617	84
Venus PD	3042	2931	111
Keene PD	2249	2133	116
Joshua ISD PD	413	405	8
Rio Vista ISD	0	0	0
Venus ISD PD	30	28	2
Keene ISD PD	2	2	0
Total		17601	

Formual Amount= 100/ 17601 0.005681495

Percentage of Calls For Service

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

Alvarado PD	18.2149
Alvarado Marshal	0.0114
Alvarado ISD	0.8863
Joshua PD	13.1072
Godley PD	22.5044
Grandview PD	4.8463
Rio Vista PD	9.1870
Venus PD	16.6525
Keene PD	12.1186
Joshua ISD PD	2.3010
Rio Vista ISD	0.0000
Venus ISD PD	0.1591
Keene ISD PD	0.0114

EXHIBIT "A"
DISPATCH FEES 2021-2022 BUDGET

Total Cost to Agency

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

Alvarado PD	\$71,764.37
Alvarado Marshal	\$44.77
Alvarado ISD	\$3,491.97
Joshua PD	\$51,640.80
Godley PD	\$88,664.59
Grandview PD	\$19,093.89
Rio Vista PD	\$36,195.57
Venus PD	\$65,608.66
Keene PD	\$47,745.92
Joshua ISD PD	\$9,065.68
Rio Vista ISD	\$0.00
Venus ISD PD	\$626.76
Keene ISD PD	\$44.77
Total	\$393,987.75



STATE OF TEXAS §
 §
COUNTY OF JOHNSON §

**INTERLOCAL COOPERATION AGREEMENT
FOR HOUSING CITY'S CLASS C MISDEMEANOR PRISONERS
FOR BUDGET YEAR 2021-2022**

This Agreement is made by and entered into between Johnson County, Texas (hereinafter "County") a duly organized political subdivision of the State of Texas engaged in the administration of County Government and related services for the benefit of the citizens of the County and the City of Alvarado, Texas (hereinafter "City"), a municipal corporation operating pursuant to the laws of the State of Texas and located in Johnson County.

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

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

WHEREAS, County and City mutually desire to enter into an Agreement for the housing of certain prisoners.

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

**SECTION 1.
FACILITIES**

1.1 **In General.** County represents and warrants that the facilities provided for

detention of City prisoners meet the requirements of the Texas Commission on Jail Standards, and other applicable State and Federal law.

- 1.2 **Location and Operation of Facility.** County shall provide the detention services described herein at the Johnson County Jail in Cleburne, Texas. County will provide City and its Police Department with access to and use of the County Jail facilities for the holding and incarceration of City's prisoners arrested for, awaiting disposition of, or convicted of Class C misdemeanors, including, but not limited to, adequate personnel necessary to supervise City prisoners, clothing, food, medical attention, and other appropriate necessities with respect to that number of prisoners. County agrees to provide City with access to and use of these facilities and services so long as such facilities are available and meet the requirements of the Texas Commission on Jail Standards, subject to the termination rights provided for herein.

SECTION 2. GENERAL DUTIES OF COUNTY

- 2.1 **Class C Misdemeanor Only.** This Agreement shall apply only to City prisoners arrested for, awaiting disposition of, or convicted of Class C misdemeanors. Incarceration of all other City prisoners is provided for under other Interlocal Agreements or state statutes.
- 2.2 **Housing and Care of Prisoners.** County agrees to accept and provide for the secure custody, care, and safekeeping of prisoners of the City under this Agreement in accordance with state and local law, including the minimum standards promulgated by the Texas Commission on Jail Standards. County shall provide housing, care, meals and routine medical services for such prisoners on the same basis as it provides for its own prisoners confined in its own jail.

SECTION 3. MEDICAL SERVICES

- 3.1 **Payment.** The per-day rate under this Agreement covers only routine services, such as on-site sick call (when provided by on-site staff) and non-prescription over the counter and routine drugs and medical supplies. The City shall pay the County an amount equal to the amount the County is required to expend for medical services other than those routine medical services provided for by the per-day rate. However, County shall notify City prior to incurring medical

expenses greater than two hundred fifty dollars (\$250.00) for any one prisoner.

- 3.2 **Excluded from Per-day Rate.** The per-day rate under this Agreement does not cover: 1) medical/health care services provided outside of the County's facility or by other than facility staff, 2) prescription drugs and treatments, 3) surgical or dental care, and 4) costs associated with any hospitalization of a prisoner.
- 3.3 **Prisoner Primarily Responsible for Costs.** Any prisoner having health insurance or prescription drug coverage shall be required to use such coverage for any medical care provided when he or she is incarcerated by the County. As required by Article 104.002 of the Code of Criminal Procedure, the prisoner shall be primarily responsible for the cost of his or her medical care, and shall be obligated to the entity incurring the cost of the medical care, unless the prisoner fully pays for the cost of services received.
- 3.4 **City to be Contacted.** When it becomes necessary for a prisoner to be hospitalized, the County shall contact the City through its Chief of Police or designated representative as soon as possible, to inform the City of the fact that the prisoner has been or is to be hospitalized and the nature of the illness or injury that has required the hospitalization. The County shall submit invoices for reimbursable medical services along with its regular monthly billings for detention services and such invoices shall be paid on the same terms as the regular monthly billings.
- 3.5 **Costs Billed to City.** It is understood and agreed that if the hospitalization of a prisoner is to be for a duration of more than 24-hours or the cost of medical care for hospitalization will or may, in the opinion of County or County's Sheriff, exceed \$2,000.00, the County has the right, after notification of the Chief of Police or his designee, to arrange for the hospital or health care provider to bill the City directly for the costs of the hospitalization and/or medical care rather than the County paying the costs and billing the same to the City. If the hospital or health care provider refuses to bill the City directly, the City shall reimburse the County in accordance with Section 3.1 of this agreement.
- 3.6 **Medical Information.** The City shall provide the County with medical information for all prisoners sought to be transferred to the County's facility under this agreement, including information regarding any special medication, diet or exercise regiment applicable to each prisoner.

SECTION 4.
TRANSPORTATION AND OFF-SITE SECURITY

- 4.1 **Transportation.** The City is solely responsible for transportation of the prisoner to and from the County's facility and to and from required court appearances, except as provided herein. The County agrees to provide non-ambulance transportation for prisoners to and from local off-site medical facilities as part of the services covered by the per-day rate. Ambulance transportation (including emergency flights, etc.) is not covered by the per-day rate and will be billed along with the regular monthly billing submitted to the City by the County.
- 4.2 **Stationary Guard.** The County will provide stationary guard services as requested or required by the circumstances or by law for a prisoner admitted or committed to an off-site medical facility. City shall compensate the County for the standard hourly rate of County personnel providing stationary guard, which shall be billed by the County along with the regular monthly billing for detention services.

SECTION 5.
AVAILABLE JAIL SPACE

- 5.1 In the event that the County jail facility is at maximum capacity as a result of City or other prisoners, County reserves the right to require the removal or transfer of City's prisoners within eight hours after notice to City, in order to provide facilities for County prisoners, and County agrees to notify City as soon as possible when a City prisoner must be removed from County facilities because of capacity limits. In no event shall County be required to accept City's prisoners under the terms and conditions of this Agreement if the transfer of prisoners will cause County jail facilities to be in violation of the standards of the Texas Commission on Jail Standards. Nothing contained herein shall be construed to compel County to accept any prisoner if it would place County in violation of any law, regulation or court order; or if in the County Sheriff's opinion, it would create a condition of overcrowding or create conditions which endanger the life and/or welfare of personnel and prisoners at the facility or result in possible violation of the constitutional rights of the prisoners housed at the facility.

SECTION 6. PAYMENTS

6.1 **Per-day Rate.** The per-day rate for detention services under this Agreement is \$58.28 per prisoner per day. A day shall constitute any time during a twenty-four (24) hour period. A portion of any day shall count as a day under this Agreement, except that the City may not be billed for two days when a prisoner is admitted after 6:00 p.m. and removed the following morning before 12:00 noon. In that situation, the County will bill for the day of arrival, but not for the day of departure. A day shall constitute any time during a twenty-four hour (24) period.

6.2 **Billing Procedure.** County shall submit an itemized invoice for the services provided each month to the City. Invoices will be submitted to the following by mail, facsimile transmission, or personal hand-delivery.

Name of City

Police Department

Street Address or P. O. Box

City, State and Zip Code

Fax Number

Email Address

6.3 **City Duties.** City shall make payment to County within thirty (30) days after receipt of the invoice. Payment shall be in the name of Johnson County, Texas, and shall be remitted to:

Hon. Roger Hannon (or his successor to office)
Johnson County Judge
Johnson County Courthouse
2 North Main Street
Cleburne, TX 76033

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

SECTION 7.

TERM

- 7.1 **Term.** The term of this Agreement shall be from October 1, 2021 through September 30, 2022.

SECTION 8.

PRISONER SENTENCES

- 8.1 **Prisoner Sentences.** The County shall notify the City's Municipal Court of the confinement of persons incarcerated by the authority of the City. The County shall not be in charge of or responsible for the computation or processing of prisoners' time of confinement, including, but not limited to, computation of good time awards/credits and discharge dates. All such computation and record keeping shall continue to be the responsibility of City. It shall be the responsibility of City to notify County of any discharge date for a prisoner.
- 8.2 **Arraignments and Release Procedure.** The County will release prisoners of City only when such release is specifically requested in writing by the Chief of Police of the City, or his designee, or the City's Municipal Judge. City's Municipal Judge shall be available generally for magistrations of prisoners during regular business hours, Monday through Friday and Saturday mornings until 11:00 a.m. Preferred hours for magistrations are as follows: Monday 6:00 p.m. until 9:00 p.m., Tuesday 4:00 p.m. until 6:00 p.m., Wednesday 5:00 p.m. until 8:00 p.m., Thursday and Friday 6:00 p.m. until 9:00 p.m., Saturday 8:00 a.m. until 11:00 a.m. It is contemplated that except in emergency situations, that City's Municipal Judge will not be requested or required to conduct magistrations in excess of once every 24 hour period.
- 8.3 **City Responsibilities.** City accepts all responsibility for the calculations and determinations set forth above and for giving County notice of the same. City will adhere to the requirements of the Texas Code of Criminal Procedure regarding prisoners.

SECTION 9.

CONFINEMENT PROCEDURES

- 9.1 **County Responsibilities.** The County shall notify the City's Municipal Court by facsimile once every 24 hours of all City prisoners in custody. This shall be done either

by sending copies of arrest reports or a list of prisoner names, date of birth, and charges. County shall be solely in charge of all control, techniques, sequences, procedures, means, and the coordination of all work performed under the terms and conditions of this Agreement in regard to the holding and incarceration of all properly delivered prisoners. The County shall insure, dedicate and devote the full time and attention of those employees necessary for the proper execution and completion of the duties and obligation of County stated in this agreement, and give all attention necessary for such proper supervision and direction. County will process all City prisoners through its identification procedures, and may, at its option, fingerprint and photograph all City prisoners booked into the County facility.

- 9.2 **City Responsibilities.** City agrees to bring with each prisoner delivered to the County facility all packets, jail cards, classification data and other information in the possession of City regarding each prisoner, and has the duty to advise County of any known dangerous propensities of each prisoner delivered to County.

SECTION 10. **LIAISON OFFICERS**

- 10.1 **County Officer.** The County shall designate a suitable officer or peace officer to act on behalf of the County Sheriff, to serve as "Liaison Officer" for County with and between County and City. The Sheriff of County, or his designated substitute, shall insure the performance of all duties and obligations of County herein stated; and shall devote sufficient time and attention to the execution of said duties on behalf of County in full compliance with the terms and conditions of this Agreement, and shall provide immediate and direct supervision of all the County Sheriffs Office's employees, agents, contractors, subcontractors, and/or laborers, if any, in the furtherance of the purpose, terms and conditions of this Agreement to the mutual benefit of County and City.
- 10.2 **City Officer.** City designates the City's Police Chief, or his designated substitute, to act on behalf of the City's Police Department, and to serve as "Liaison Officer" for City with and between County and City and its Police Department to ensure the performance of all duties and obligations of City herein stated, and shall devote sufficient time and attention to the execution of said duties on behalf of City in full compliance with the terms and conditions of this agreement, and shall provide

immediate and direct supervision of the City Police Department employees, agents, contractors, subcontractors, and/or laborers, if any, in the furtherance of the purposes, terms, and conditions of this Agreement for the mutual benefit of City and County.

SECTION 11. LIABILITY

- 11.1 County agrees and accepts full responsibility for the acts, negligence, and/or omissions of all County's employees, agents, contractors, subcontractors, and/or contract laborers, if any, and for those of all other persons doing work under this Agreement for County.
- 11.2 County agrees and accepts the duty and responsibility for the overseeing of all safety orders, precautions, programs, and equipment necessary to the reasonable safety of County's employees, agents, contractors, subcontractors, and/or contract laborers, if any, and all other persons doing work under this Agreement with City.
- 11.3 County understands and agrees that County, its employees, servants, agents, and representatives shall not be and shall not represent themselves to be employees, servants, agents, and/or representatives of City.
- 11.4 City agrees and accepts full responsibility for the acts, negligence, and/or omissions of all City's employees, agents, contractors, subcontractors, and/or contract laborers, if any, and for those of all other persons doing work under this Agreement for City.
- 11.5 City agrees and accepts the duty and responsibility for overseeing of all safety orders, precautions, programs, and equipment necessary to the reasonable safety of City's employees, agents, contractors, subcontractors, and/or contract laborers, if any, and all other persons doing work under this Agreement with County.
- 11.6 City understands and agrees that City, its employees, servants, agents, and representatives shall not be and shall not represent themselves to be employees, servants, agents, and/or representatives of County.

SECTION 12. NOTICE

- 12.1 **In General.** Notice to either party shall be in writing, and may be hand-delivered, or sent postage-paid by certified or registered mail, return receipt requested. Notice shall be deemed effective if sent to the parties and addresses designated herein, upon receipt in case of hand delivery, and three (3) days after deposit in the U. S. Mail

in case of mailing.

- 12.2 **To City.** The address for City for all purposes of this Agreement and for all notices hereunder shall be:

Name

Street Address or P. O. Box

City, State and Zip Code

Fax Number

Email Address

With a copy to:

Name

Street Address or P. O. Box

City, State and Zip Code

Fax Number

Email Address

- 12.3 **To County.** The address for County for all purposes under this Agreement and for all notices hereunder shall be:

Hon. Roger Harmon (or his successor in office)
Johnson County Judge
Johnson County Courthouse
2 North Main Street
Cleburne, TX 76033

With copies to:

Hon. Bill Moore (or his successor in office)
Johnson County Attorney
Guinn Justice Center
204 South Buffalo Avenue, Suite 410
Cleburne, TX 76033

Adam King (or his successor in office)
Johnson County Sheriff's Office
1102 East Kilpatrick Street
Cleburne, TX 76031

SECTION 13. TERMINATION

- 13.1 This Agreement shall terminate at the end of the term listed in Section 7.1. In addition, this Agreement may be terminated by either party upon sixty (60) days written notice delivered to the other party at the offices specified herein. This Agreement will likewise terminate upon the happening of any event that renders performance hereunder by the County impracticable or impossible, such as severe damage to or destruction of the facility, or actions by governmental or judicial entities which create a legal barrier to the acceptance of any of the City's prisoners.
- 13.2 In the event of such termination by either party, County shall be compensated for all services performed to termination date, together with reimbursable expenses then due and authorized by this Agreement. In the event of such termination, should County be overcompensated for all services performed up to termination date, and/or be overcompensated for reimbursable expenses as authorized by this agreement, then City shall be reimbursed for all such over compensation. Acceptance of such reimbursement shall not constitute a waiver of any claim that may otherwise arise out of this Agreement.

SECTION 14. MISCELLANEOUS PROVISIONS

- 14.1 **Amendments.** This Agreement shall not be modified or amended except by a written instrument executed by the duly authorized representatives of both parties approved by the County Commissioners Court and the City Council.
- 14.2 **Prior Agreements.** This Agreement contains all of the agreements and undertakings, either oral or written, of the parties with respect to any matter mentioned herein. No prior agreement or understanding pertaining to any such matter shall be effective.
- 14.3 **Choice of Law and Venue.** The law which shall govern this Agreement is the law of the State of Texas. All consideration to be paid and matters to be performed under this Agreement are payable and to be performed in Cleburne, Johnson County, Texas, and venue of any dispute or matter arising under this Agreement shall lie in the District Court of Johnson County, Texas.

- 14.4 **Approvals.** The City Council of the City and the Commissioners Court of Johnson County in accordance with the Interlocal Cooperation Act must approve this Agreement.
- 14.5 **Funding Source.** In accordance with the Interlocal Cooperation Act, all amounts due under the Agreement are to be paid from current revenues of City. The signature of the City Manager or Mayor below certifies that there are sufficient funds from the current revenues available to the City to meet its obligations under this Agreement.
- 14.6 **Heading.** Headings herein are for convenience of reference only and shall not be considered in any interpretation of this Agreement.
- 14.7 **Binding Nature of Agreement.** This Agreement is contractual and is binding upon the parties hereto and their successors, assigns and representatives.
- 14.8 **Severability.** In the event that any portion this Agreement shall be found to be contrary to law it is the intent of the parties hereto that the remaining portions shall remain valid and in full force and effect to the extent possible.
- 14.9 **Authority.** The undersigned officers and/or agents of the parties hereto are the properly authorized officials and have the necessary authority to execute this Agreement on behalf of the parties hereto, and each party hereby certifies to the other that any necessary resolutions extending said authority have been duly passed and are now in full force and effect.

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

CITY

Signature

Date: _____

Printed Name
City Manager or Mayor

Attest:

Signature

Date: _____

Printed Name
City Secretary

JOHNSON COUNTY

Roger Harmon, County Judge

Date: _____

Adam King, Sheriff

Date: _____

Attest:

Becky Ivey, County Clerk

Date: _____



STATE OF TEXAS §
 §
COUNTY OF JOHNSON §

**INTERLOCAL COOPERATION AGREEMENT
FOR DISPATCHING SERVICES FOR BUDGET YEAR 2021-2022**

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

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

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

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

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

ARTICLE I – SCOPE OF SERVICES

A. Definitions:

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

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

C. Scope of Service:

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

ARTICLE II – PAYMENTS

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

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

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

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

ARTICLE IV – INDEMNIFICATION

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

ARTICLE V – FORCE MAJEURE

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

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

ARTICLE VI – TERM

- A. This Agreement shall be in full force and effect from the date of the last party to sign this Agreement and shall terminate on September 30, 2022. Either Party may terminate this Agreement upon giving written notice sixty (60) days prior to the date of termination.
- B. Duties to make payment for services performed and any duties to defend, indemnify and hold harmless shall survive the termination of this Agreement and shall not expire until the resolution and disposition of any claims made or liability incurred or potentially incurred by JOHNSON COUNTY as a result of this Agreement. In no event shall an Entity’s duty to defend, indemnify and hold harmless JOHNSON COUNTY expire prior to the running of any statute of limitations related to claims that might be asserted against JOHNSON COUNTY because of JOHNSON COUNTY’S performance or failure to perform pursuant to this Agreement.

ARTICLE VII – VESTED RIGHTS

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

ARTICLE VIII - MISCELLANEOUS PROVISIONS

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

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

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

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

JOHNSON COUNTY

Roger Harmon
County Judge

Date

Adam King
County Sheriff

Date

Attest:

Becky Ivey
County Clerk

Date

ENTITY

Signature

Date

Printed Name

Title

Chief of Police

Date

Attest:

Signature

Date

Printed Name

Title

EXHIBIT "A"
DISPATCH FEES 2021-2022 BUDGET

Total Personnel Cost for Dispatch 2020-2021

\$1,575,951.00

25% of total personnel cost:

\$393,987.75

Calls for Service 07-01-2019 00:00:00 - 06-30-2020 23:59:59

Agency	All Console Calls	All Console Calls W/out Assist Calls	Total Assist Calls
Alvarado PD	3385	3206	179
Alvarado Marshal	2	2	0
Alvarado ISD	157	156	1
Joshua PD	2411	2307	104
Godley PD	4022	3961	61
Grandview PD	932	853	79
Rio Vista PD	1701	1617	84
Venus PD	3042	2931	111
Keene PD	2249	2133	116
Joshua ISD PD	413	405	8
Rio Vista ISD	0	0	0
Venus ISD PD	30	28	2
Keene ISD PD	2	2	0
Total		17601	

Formual Amount= 100/ 17601

0.005681495

Percentage of Calls For Service

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

Alvarado PD	18.2149
Alvarado Marshal	0.0114
Alvarado ISD	0.8863
Joshua PD	13.1072
Godley PD	22.5044
Grandview PD	4.8463
Rio Vista PD	9.1870
Venus PD	16.6525
Keene PD	12.1186
Joshua ISD PD	2.3010
Rio Vista ISD	0.0000
Venus ISD PD	0.1591
Keene ISD PD	0.0114

EXHIBIT "A"
DISPATCH FEES 2021-2022 BUDGET

Total Cost to Agency

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

Alvarado PD	\$71,764.37
Alvarado Marshal	\$44.77
Alvarado ISD	\$3,491.97
Joshua PD	\$51,640.80
Godley PD	\$88,664.59
Grandview PD	\$19,093.89
Rio Vista PD	\$36,195.57
Venus PD	\$65,608.66
Keene PD	\$47,745.92
Joshua ISD PD	\$9,065.68
Rio Vista ISD	\$0.00
Venus ISD PD	\$626.76
Keene ISD PD	\$44.77
Total	\$393,987.75

ORDINANCE NO.

AN ORDINANCE OF THE CITY OF ALVARADO, TEXAS ADOPTING THE BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2021, AND ENDING SEPTEMBER 30, 2022; APPROPRIATING RESOURCES FOR EACH DEPARTMENT, PROJECT, OPERATION, ACTIVITY, PURCHASE, ACCOUNT AND OTHER EXPENDITURES; PROVIDING FOR EMERGENCY EXPENDITURES AND EXPENDITURES AS ALLOWED BY APPLICABLE STATE LAW; PROVIDING FOR THE FILING AND POSTING OF HE BUDGET AS REQUIRED BY STATE LAW; PROVIDING A SEVERABILITY CLAUSE AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Alvarado, Texas is a Type A general-law municipality located in Johnson County, created in accordance with the provisions of Chapter 6 of the Local Government Code and operating pursuant to the enabling legislation of the State of Texas; and

WHEREAS, the City Manager of the City has filed with the City Secretary a budget outlining all proposed expenditures of the Government of the City for the fiscal year beginning October 1, 2021, and ending September 30, 2022, (hereinafter referred as the "Budget"); and

WHEREAS, the Budge specifically sets forth each of the various projects for which appropriations are delineated, and the estimated amount of money carried in the Budget for each of such projects; and

WHEREAS, the Budget has been filed with the City Secretary for at least thirty (30) days before the date the City Council makes its tax levy for the fiscal year and such Budget has been available for inspection by any taxpayer; and

WHEREAS, notice of a public hearing on the proposed Budget, stating the time, place and subject matter of said public hearing, was given as required by the laws of the State of Texas; and

WHEREAS, such public hearing was held on September 20, 2021, and those wishing to speak on the Budget were heard; and

WHEREAS, the City Council has studied the Budget and listened to the comments of the taxpayers at the public hearing held thereon and has determined that the Budget, a copy of which is attached hereto as Exhibit "A" and incorporated herein for all purposes, is in the best interest of the City and that same should be approved and adopted.

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

Section 1. All of the above premises are found to be true and correct and are incorporated into the body of this Ordinance as if copied in their entirety.

Section 2. The Budget of the revenue of the City and the expenses of conducting the affairs thereof for the ensuing fiscal year beginning October 1, 2021, and ending September 30, 2022, is hereby adopted and approved, and there is hereby appropriated from the funds indicated such sums for the projects, operations, activities, purchases, accounts and other expenditures proposed in the Budget, as set forth in Exhibit "A".

Section 3. No expenditure of the funds of the City of Alvarado shall hereafter be made except in compliance with the Budget and applicable state law; provided, however, that in case of grave public necessity to meet unusual and unforeseen conditions, which could not by reasonable, diligent thought and attention have been included in the original Budget, expenditures may from time to time be authorized by the City Council as amendments to the original Budget;

Section 4. A copy of the approved Budget, including the cover page, shall be posted, on the City's website, along with the record vote of each member of the City Council, as required by law. In addition, the City Manager shall file or cause to file a true and correct copy of this ordinance, along with the approved Budget attached hereto, with the City Secretary, as required by law.

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, or 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. That this ordinance be in full force and effect from and after its adoption.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF ALVARADO, TEXAS, THIS THE 20TH DAY OF SEPTEMBER, 2021 BY A RECORD VOTE.

CITY OF ALVARADO, TEXAS

Jacob Wheat, Mayor

ATTEST:

Debbie Thomas, City Secretary

ORDINANCE NO.

AN ORDINANCE OF THE CITY OF ALVARADO, TEXAS, AFFIXING AND LEVYING MUNICIPAL AD VALOREM TAXES FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2021 AND ENDING SEPTEMBER 30, 2022, AND FOR EACH YEAR THEREAFTER UNTIL OTHERWISE PROVIDED ON ALL TAXABLE PROPERTY WITHIN THE CORPORATE LIMITS OF THE CITY OF ALVARADO, AS OF JANUARY 1, 2021, TO PROVIDE REVENUES FOR THE PAYMENT OF CURRENT EXPENSES AND ALL OUTSTANDING DEBTS OF THE CITY; DIRECTING THE ASSESSMENT THEREOF; PROVIDING FOR DUE DATES AND DELINQUENT DATES FOR PAYMENT OF TAXES TOGETHER WITH PENALTIES AND INTEREST THEREON; PROVIDING FOR PLACE OF PAYMENT; REPEALING CONFLICTING ORDINANCES; PROVIDING FOR A SEVERABILITY CLAUSE AND DECLARING AN EFFECTIVE DATE.

WHEREAS, the City of Alvarado, Texas is a Type A general-law municipality located in Johnson County, created in accordance with the provisions of Chapter 6 of the Local Government Code and operating pursuant to the enabling legislation of the State of Texas; and

WHEREAS, the City Council of the City of Alvarado, Texas (hereinafter referred to as the City) hereby finds that the tax for the fiscal year beginning October 1, 2021, and ending September 30, 2022, hereinafter levied for current expenses of the City and the general improvements of the City and its property, must be levied to provide the revenue requirement for the budget for the ensuing year; and

WHEREAS, the City Council has approved by a separate resolution adopted on the 20th day of September, 2021 the budget for the fiscal year beginning October 1, 2021, and ending September 30, 2022; and

WHEREAS, all notices have been published and public hearings conducted, where required by law; and

WHEREAS, all statutory and constitutional requirements concerning the levying and assessing of ad valorem taxes have been complied with.

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

SECTION 1.

All of the above premises are found to be true and correct and are incorporated into the body of this ordinance as if copied in their entirety.

SECTION 2.

The real and personal property tax appraisal rolls as certified by the Chief Appraiser of the Johnson County Appraisal District to the City Council for the 2021 tax year are hereby accepted.

SECTION 3.

There is hereby levied and ordered to be assessed and collected for the fiscal year beginning October 1, 2021, and ending September 30, 2022, and for each year thereafter until it be otherwise provided and ordained, on all taxable property, real personal and mixed, situated within the corporate limits of the City of Alvarado, Texas, and not exempt from taxation by the constitution of the State of Texas and valid state laws, an ad valorem tax rate of \$0.812696 on each One Hundred Dollars (\$100.00) assessed value of taxable property, which tax rate is apportioned and distributed as follows:

- A. For the purpose of defraying the current maintenance and operation expenses of the City (General Fund), a tax of \$0.589013 on each One Hundred Dollars (\$100.00) assessed value of all taxable property.
- B. For the purpose of creating a Debt Service Fund to pay the interest and principle on all outstanding indebtedness, a tax of \$0.223683 on each One Hundred Dollars (\$100.00) assessed value of all taxable property within the City which shall be applied to the payment of such interest and maturities of all outstanding bonded indebtedness.

THIS TAX RATE WILL RAISE MORE TAXES FOR MAINTENANCE AND OPERATIONS THAN LAST YEAR'S TAX RATE. THE TAX RATE WILL INCREASE TAXES FOR MAINTENANCE AND OPERATIONS ON A \$100,000 HOME BY APPROXIMATELY \$56.99.

SECTION 4.

All monies collected under this Ordinance are hereby appropriated and set apart for the purposes recited, and the City Manager shall cause books or account to be kept so as to readily and distinctly show amounts collected and expended and on hand at any time, in each of said funds, and it is hereby made the duty of every person collecting or receiving money for the City of Alvarado, pursuant to the supervision and direction of the City Manager, to deliver to the City and its designated officer or employee all such money so collected or received, together with a statement showing to what fund such should be deposited and from what source received. All receipts of the City of Alvarado, Texas, not specifically apportioned by this Ordinance are hereby made payable to the General Fund, unless the City Council shall by resolution or ordinance otherwise direct.

SECTION 5.

All ad valorem taxes shall become due and payable on October 1, 2021 and all ad valorem taxes for the year shall become delinquent after January 31, 2022. There shall be no discount for payment of taxes prior to said January 31, 2022. Payment of such taxes shall be due in one full

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- B. For the purpose of creating a Debt Service Fund to pay the interest and principle on all outstanding indebtedness, a tax of \$0.223683 on each One Hundred Dollars (\$100.00) assessed value of all taxable property within the City which shall be applied to the payment of such interest and maturities of all outstanding bonded indebtedness.

THIS TAX RATE WILL RAISE MORE TAXES FOR MAINTENANCE AND OPERATIONS THAN LAST YEAR'S TAX RATE. THE TAX RATE WILL INCREASE TAXES FOR MAINTENANCE AND OPERATIONS ON A \$100,000 HOME BY APPROXIMATELY \$21.80.

SECTION 4.

All monies collected under this Ordinance are hereby appropriated and set apart for the purposes recited, and the City Manager shall cause books or account to be kept so as to readily and distinctly show amounts collected and expended and on hand at any time, in each of said funds, and it is hereby made the duty of every person collecting or receiving money for the City of Alvarado, pursuant to the supervision and direction of the City Manager, to deliver to the City and its designated officer or employee all such money so collected or received, together with a statement showing to what fund such should be deposited and from what source received. All receipts of the City of Alvarado, Texas, not specifically apportioned by this Ordinance are hereby made payable to the General Fund, unless the City Council shall by resolution or ordinance otherwise direct.

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installment except as otherwise required by law. A delinquent tax shall incur all penalty and interest authorized by State Law, Section 33.01 of the Property Tax Code.

SECTION 6.

Taxes herein levied and uncollected as of January 1, 2022, shall be a first and prior lien against the property, which lien shall be superior and prior to all other liens.

SECTION 7.

Taxes are payable as the offices of the County Tax Assessor-Collector. The County shall have available all rights and remedies provided by law for the enforcement of the collection of taxes levied under this ordinance.

SECTION 8.

Pursuant to the authority granted by Section 33.07 of the Texas Tax Code, in the event that taxes herein levied become delinquent on or after February 1 but not later than May 1 of the year in which they become delinquent, and in the event such delinquent taxes are referred to an attorney for collection, an additional amount of twenty percent (20%) of the total amount of tax, penalty and interest then due shall be added as collection costs to be paid by the taxpayer, for all taxes delinquent on or after July 1, 2022.

SECTION 9.

Pursuant to the authority granted by Section 33.08 of the Texas Tax Code, the City further provides that all 2021 taxes and taxes for all subsequent years that become delinquent on or after Jun 1 of the year in which they become delinquent shall, in order to defray the costs of collection, incur an additional twenty percent (20%) of the delinquent tax, penalty and interest.

SECTION 10.

Any and all ordinances, resolutions, rules, regulations, policies or provisions inconsistent or in conflict with the provisions of this Ordinance are hereby expressly repealed and rescinded to the extent of the inconsistency or conflict.

SECTION 11.

It is hereby declared to be the intention of the City Council that if any of the phrases, clauses, sentences, paragraphs and sections 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, clauses, sentences, paragraph or sections.

SECTION 12.

This Ordinance shall be full force and effect from and after its passage and it is so ordained.

SECTION 13.

All rights or remedies of the City under previous ordinances are expressly saved as to penalties for liabilities for any delinquencies and penalties for prior years and under prior ordinances of the City, and such delinquencies and penalties owed shall not be affected by this Ordinance but may be collected through any remedy available by law.

PASSED AND APPROVED THIS THE 20th DAY OF SEPTEMBER, 2021.

Michael Bennett, Ward 1:

Beverly Short, Ward 1:

Lydia Moon, Ward 2:

Cherry Bryant, Ward 2:

Jacob Wheat, Ward 3:

Shawn Goulding, Ward 3:

APPROVED:

Jacob Wheat, Mayor

ATTEST:

Debbie Thomas, City Secretary

APPROVED AS TO FORM AND LEGALITY:

Ashley Dierker, City Attorney

CITY OF ALVARADO

APPLICATION FOR PLATTING CHANGES

Office Use Only
All necessary
information has
been submitted.

Date: _____

Clerk: _____

Plat change is: Preliminary / Final / Combo / Replat

DATE: 8/19/2021 CLERK: _____ FEE: _____ CASE NO: _____

NAME OF APPLICANT: Clint Vincent PH: (972) 839-3882

MAILING ADDRESS: 1050 E. Hwy 114, Suite 210 Southlake, TX 76092

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

NAME OF OWNER: _____ PH: () _____

MAILING ADDRESS: _____

STREET ADDRESS OF PROPERTY: N/A

LEGAL DESCRIPTION: 58.703 acres of land situated in the John Dixon Survey, abstract no. 214 and the John M. Ross Survey, abstract no. 737, City of Alvarado, Johnson County, Texas

ACREAGE: 58.703 PRESENT USE: Agricultural

PROPOSED USE OF PROPERTY: Single-Family Development

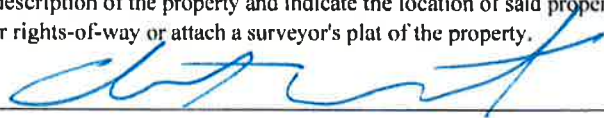
USAGE OF ADJACENT PROPERTY NORTH: SF-1

SOUTH: C-2

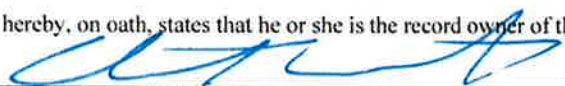
EAST: SF-1

WEST: C-2

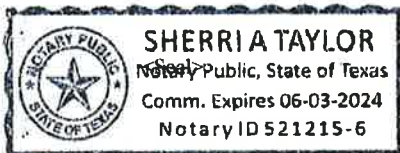
NOTE: If the property can be identified by the subdivision or addition please include that with the lot and block numbers as the legal description. You must also attach a copy of the appropriate portion of the subdivision or addition plat with the subject property clearly indicated on it. If property 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.

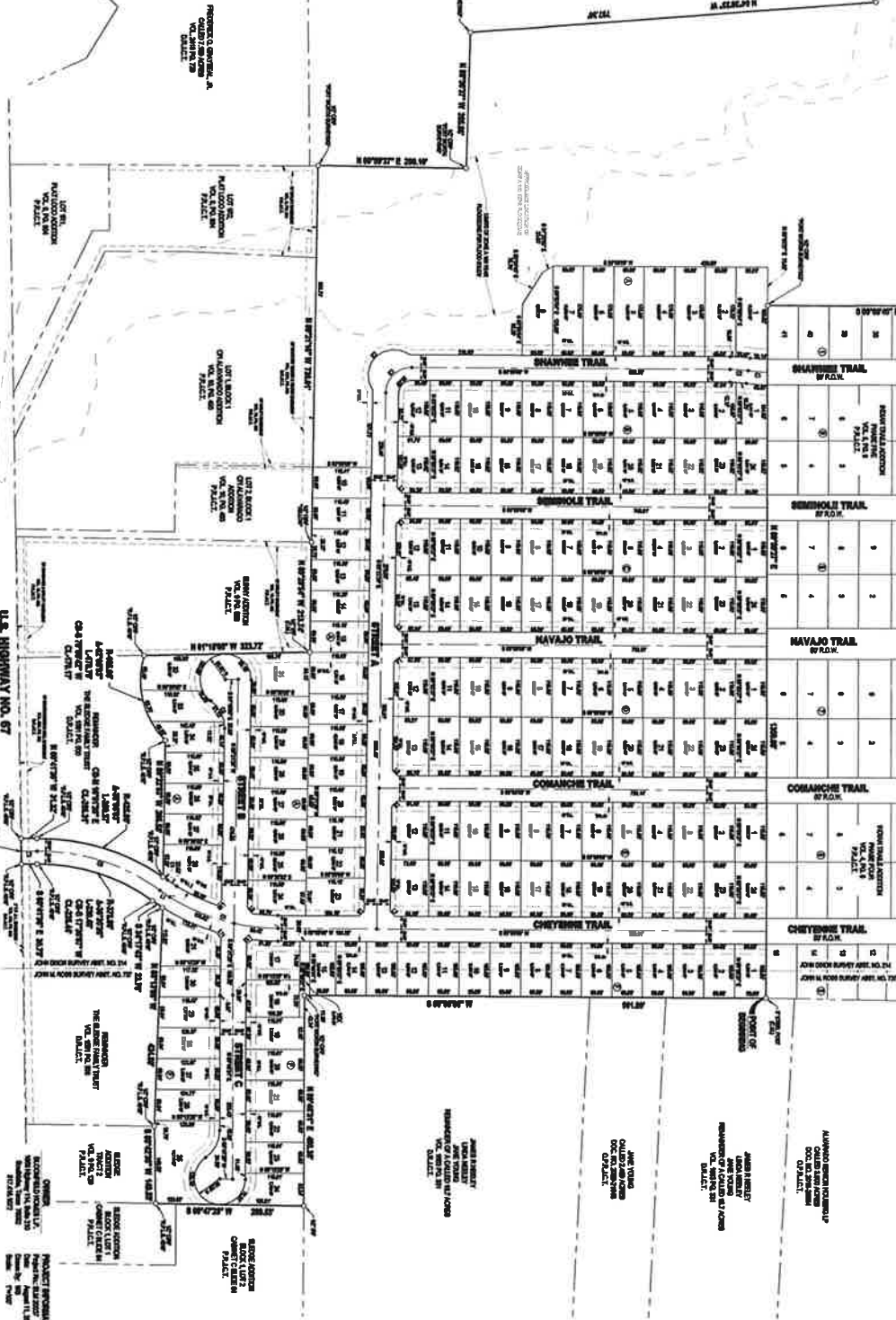
OWNER: 

SWORN TO AND SUBSCRIBED before me this 19th day of August, 2021, by the person whose signature appears directly above.

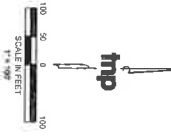



Notary Public in and for The State of Texas.

My Commission expires 6/3/2024



LOT DATA		LOT DATA		LOT DATA	
LOT NO.	ACRES	LOT NO.	ACRES	LOT NO.	ACRES
1	0.10	11	0.10	21	0.10
2	0.10	12	0.10	22	0.10
3	0.10	13	0.10	23	0.10
4	0.10	14	0.10	24	0.10
5	0.10	15	0.10	25	0.10
6	0.10	16	0.10	26	0.10
7	0.10	17	0.10	27	0.10
8	0.10	18	0.10	28	0.10
9	0.10	19	0.10	29	0.10
10	0.10	20	0.10	30	0.10



FINAL PLAN
SUNSET RIDGE
100 RESIDENTIAL LOTS & 3.00 ACRES
2.00 ACRES
1.00 ACRES
0.10 ACRES

PROJECT INFORMATION
PROJECT NO. 100
DATE: 11/11/2020
BY: [Signature]
CHECKED: [Signature]
APPROVED: [Signature]

PREPARED BY:
[Signature]
[Signature]
[Signature]

DESIGNED BY:
[Signature]
[Signature]
[Signature]

ENGINEER:
[Signature]
[Signature]
[Signature]

DATE: 11/11/2020
SCALE: 1" = 50'

NOTES:
1. ALL LOTS ARE TO BE SUBDIVIDED INTO 100 RESIDENTIAL LOTS.
2. ALL LOTS ARE TO BE SUBDIVIDED INTO 100 RESIDENTIAL LOTS.
3. ALL LOTS ARE TO BE SUBDIVIDED INTO 100 RESIDENTIAL LOTS.
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10. ALL LOTS ARE TO BE SUBDIVIDED INTO 100 RESIDENTIAL LOTS.

LEGEND:
1. ALL LOTS ARE TO BE SUBDIVIDED INTO 100 RESIDENTIAL LOTS.
2. ALL LOTS ARE TO BE SUBDIVIDED INTO 100 RESIDENTIAL LOTS.
3. ALL LOTS ARE TO BE SUBDIVIDED INTO 100 RESIDENTIAL LOTS.
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9. ALL LOTS ARE TO BE SUBDIVIDED INTO 100 RESIDENTIAL LOTS.
10. ALL LOTS ARE TO BE SUBDIVIDED INTO 100 RESIDENTIAL LOTS.

APPROVED:
[Signature]
[Signature]
[Signature]

DATE: 11/11/2020
SCALE: 1" = 50'

PETITION REQUESTING ANNEXATION

STATE OF TEXAS §
 §
COUNTY OF JOHNSON §

TO THE MAYOR AND GOVERNING BODY OF THE CITY OF ALVARADO,
JOHNSON COUNTY, TEXAS:

The undersigned owner of a portion of the hereinafter described tracts of land, being more particularly described by metes and bounds description in Exhibit "A" (the "Area"), attached hereto and incorporated herein by reference for all purposes of this Petition, does hereby petition your Honorable Body to annex all parts of the Area into the City of Alvarado so that the entire Area shall be included within the incorporated City of Alvarado, Texas, and does hereby certify and represent the following:

1. The Area is contiguous to the existing corporate limits of City of Alvarado; and
2. The area is not included in the extra territorial jurisdiction of any other municipality;
and
- 3 The Area is vacant and without residents or has less than three qualified resident voters.

Alvarado By Morning, LLC

Wayne Burgdorf

Owner *Wayne Burgdorf, Member*

STATE OF TEXAS '
 '
COUNTY OF JOHNSON '



This instrument was acknowledged before me on the 28th day of July,
2021, by Wayne Burgdorf.

Trinity Patrick Herrera

Notary Public in and for the
State of Texas

My Commission Expires:

2/8/2025

Trinity Patrick Herrera
Type or Print Notary's Name

NOTES ADDRESSING SCHEDULE & EXCEPTIONS

Exhibit A - Page 2 of 2

10a. Not a survey matter

CALLS SURT OF AN
ACRE
STATE OF TEXAS
VOLUME 2194, PAGE 88

N88°50'41"E 20.00'

PLACE OF BEGINNING
ACCOMPANYING DESCRIPTION
TRACT 2

TYPE 'A' FOUND

TYPE 'A' FOUND

UTILITY EASEMENT VOLUME
1873, PAGE 171 TRACT 2
CALLED 0.475 OF AN
ACRE

997.07
1000.56
0.4585 ACRES
DOMINGO GARCIA PEREZ
VOLUME 2017, PAGE 542
NOT FOR
MEXICO

0.4503 ACRES
19,972 SQ. FT.

WAA INDUSTRIAL PARK
VOLUME 1, PAGE 200
BLDG 5-002

ALLISON
CALLED FBI WASH
MURRY G. POLLARD AND
MARIE LOUISE POLLARD
TELEPHONING SAN FRANCISCO

A free body diagram of a joint. A vertical line represents a member. At a joint, a horizontal force of 12 kN acts to the right. A vertical force of 20 kN acts upwards. The angle between the vertical member and the line of action of the 12 kN force is 30° . The angle between the vertical member and the line of action of the 20 kN force is 60° . A dashed line is drawn perpendicular to the line of action of the 20 kN force. A blue arrow points downwards and to the right. The word "LOAD" is written on the left.

NB0°57'42"W
20.27'

PLACE OF BEGINNING
ACCOMPANYING DESCRIPTION
TRACT 1

70.5989 Acres

to be annexed

67W 16700
CALLED 11 011 ACROSS
R & A, INC
DOCUMENTARY NO
2017-15007

50°44'5

JOEL GREGORY BEAN
VOLUME 1981 PAGE 177

1

TITLE COMPANY: FIDELITY NATIONAL TITLE
G.F. NO.: FT-24414-001 (1816001701-T
ADDRESS: CR 109 ALVARADO, TX
BUYER: STEPHEN H. FITHIAN

The underground hereby states that this slavery is true and correct, it is made in the present of
occure in and of letters is inserted as shown above of visible and apparent meanings
and provisions. According to this file #0257200101 dated December 1, 2012 of the
Bureau Programs are like. Please to anyone State that of Johnson County, Texas and Supply
Federal Emergency Management Agency, Federal Emergency Agency, Texas and Supply

This survey substantially complies with the core six Fairness factors of Professional Surveyors & Specialists for a Category 1A, Condition 1 Survey. Surveyed on the ground March 17, 2016.




All rights reserved
Copyright 2006

If the need to not
withstand, this document
is an unclassified copy
and should be returned
to the originator as soon as possible.

LAND TITLE SURVEY
Part of the **ANDREW SPIVE SURVEY**
No. 700 being about 12.1 miles North of

AWARD SURVEYING CO.

Part of the ANDREW SPIVE SURVEY, Abstract No. 760, situated about 13.1 miles North 67° East of the courthouse in Clatskanie, the county seat for Johnson County, Texas; embracing all of

Beginning at a Texas Department of Transportation Type "A" monument found in the east line of said 0.473 of an acre tract, being in the west line of Lot 1, Block 1 of BSA NORTHSTREET PARK

On addition to the City of Alvarado, Johnson County, Texas as recorded in Volume 11, Page 329, also D-592 of the Plat Records of Johnson County, Texas, the southeast corner of a called 0.00 of an acre tract of land described in the deed to the State of Texas as recorded in Volume 2196, Page 309 of the Deed Records of Johnson County, Texas being in the southerly right-of-way line of East US Highway No. 61, having a variable width right-of-way.

THENCE South 0°29'32" East, along the common line of said 0.475 of an acre tract and said Lot 1, a distance of 1000.88 feet to a 3/4" iron rod found for the southeast corner of said 0.475 of an acre tract and being in the north line of Gulf Coast and Santa Fe Railroad;

1/4 of the North 1/4 of the 31st 1/2 Sec., along the common line of said 0.475 of an acre tract and said Gulf Coast and Santa Fe Railroad; a distance of 20.27 feet to a 1/4" iron rod found for the southwest corner of said 0.475 of an acre tract and the southeast corner of the residue of a covey 4.819 acre tract of land described in the deed to Bobby G. Polard and Marie Louise Polard as recorded in Volume 548, Page 416 of said Deed Records;

THENCE North 0°29'36" West along the common line of said 0.475 of an acre tract and said 4.816 acres tract, to and along the east line of a called 2.00-acre tract of land described in the deed to Christy June Lee as recorded in instrument No. 20-16124 of said Official Public Records, a distance of 567.07 feet to a Texas Department of Transportation Type "A" monument located on the southeast corner of said 0.002 of an acre tract and denoted by its position

THENCE North 88°50'42" East, along the south line of said 0.007 of an acre tract, a distance of 20.00 feet to the POINT OF BEGINNING and containing 0.4565 of an acre or 19,972 square feet of land.

STUDY ACCEPTED BY

will be made on the ground under my
and apparent ownership, everywhere, &
under 4, 2012 of the National Forest
County, Texas and Incorporated Areas
therein, a PORTION of its property to
be used for the purpose of the

of Professional Surveyors Sponsor and
the groundbreak 17, 2008

**PROFESSIONAL
LAND SURVEYOR**

TITLE SURVEY

2.1 miles North 87° East of the
county seat for Johnson
County, Texas

WEYING COMPANY
 1001 E. SUITE F, A.D.E TX 76020
 (817) 877-9823
 www.tbps.com Firm No. 10194438

(2011) epoch 2010, north central zone #202 (at survey feet) from GPS observations using the RTK cooperative network.

2014 Science 12(1) 1-12. www.sciencedirect.com & www.elsevier.com/locate/jmb

Part of the ANDREW SPIVE SURVEY, Abstract No. 700, situated about 12.1 miles North 67° East of the courthouse in Cleburne, the county seat for Johnson County, Texas; embracing all of Tract 1, being all of a called 70.388 acre tract of land described in the deed to Domingo Garcia Perez, as recorded in Volume 2017, Page 542 of the Deed Records of Johnson County, Texas and being more particularly described by metes and bounds as follows:

BEGINNING at a 3/8" iron rod found for the northeast corner of 70.388, the northwest corner of a called 33.041 acre tract of land described in the deed to R & A, Inc., as recorded in Document No. 2017-25507 of the Official Public Records of Johnson County, Texas and being in the south line of Gulf Coast and Santa Fe Railroad;

THENCE South 0°44'336" West, along the common line of said 70.388 and said 33.041 acre tract, to and along the west line of a tract of land described in the deed to Joel Gregory Bean as recorded in Volume 1681, Page 632 of said Deed Records, a distance of 1670.10 feet to a 1/2" iron rod found for the southeast corner of 70.388 and the northeast corner of a called 17.851 acre tract of land described in the deed to Conrado Gonzalez and Irma Gonzalez as recorded in Volume 3363, Page 891 of said Deed Records;

THENCE North 86°35'37" West, along the common line of 70.388 and said 17.851 acre tract, to and along the north line of a called 1.0 acre tract of land described in the deed to Conrado Gonzalez and Irma Gonzalez as recorded in Document No. 10244 of said Official Public Records, a distance of 1801.45 feet to a capped 5/8" iron rod set marked "AWARD SURV RPLS 5606" for the southwest corner of 70.388, the northwest corner of said 1.0 acre tract and being in the east line of a called 266.579 acre tract

THENCE North 0°23'4" East, along the common line of 70.388 and said 266.579 acre tract, a distance of 1738.09 feet to a concrete monument found for the northwest corner of 70.388 and said 266.579 acre tract and being in said south line of Gulf Coast and Santa Fe Railroad;

THENCE South 84°28'7" East, along the common line of 70.388 and said in said south line of Gulf Coast and Santa Fe Railroad a distance of 1816.90 fee to the POINT OF BEGINNING and containing 70.5989 acres or 3,075,286 square feet of land;



Resolution Amending Authorized Representatives

Please complete this form to amend or designate Authorized Representatives. *This document supersedes all prior Authorized Representative forms.*

* Required Fields

1. Resolution

WHEREAS,

CITY OF ALVARADO

Participant Name*

7 7 8 5 8

Location Number*

("Participant") is a local government of the State of Texas and is empowered to delegate to a public funds investment pool the authority to invest funds and to act as custodian of investments purchased with local investment funds; and

WHEREAS, it is in the best interest of the Participant to invest local funds in investments that provide for the preservation and safety of principal, liquidity, and yield consistent with the Public Funds Investment Act; and

WHEREAS, the Texas Local Government Investment Pool ("TexPool / Texpool Prime"), a public funds investment pool, were created on behalf of entities whose investment objective in order of priority are preservation and safety of principal, liquidity, and yield consistent with the Public Funds Investment Act.

NOW THEREFORE, be it resolved as follows:

- That the individuals, whose signatures appear in this Resolution, are Authorized Representatives of the Participant and are each hereby authorized to transmit funds for investment in TexPool / TexPool Prime and are each further authorized to withdraw funds from time to time, to issue letters of instruction, and to take all other actions deemed necessary or appropriate for the investment of local funds.
- That an Authorized Representative of the Participant may be deleted by a written instrument signed by two remaining Authorized Representatives provided that the deleted Authorized Representative (1) is assigned job duties that no longer require access to the Participant's TexPool / TexPool Prime account or (2) is no longer employed by the Participant; and
- That the Participant may by Amending Resolution signed by the Participant add an Authorized Representative provided the additional Authorized Representative is an officer, employee, or agent of the Participant;

List the Authorized Representative(s) of the Participant. Any new individuals will be issued personal identification numbers to transact business with TexPool Participant Services.

1. PAUL DEBUFF INTERIM CITY MANAGER

Name

Title

8 1 7 7 9 0 3 3 5 1

Phone

8 1 7 7 8 3 7 9 2 5

Fax

debuffp@cityofalvarado.org

Email

Signature

2. PAULA HARDISON FINANCE DIRECTOR

Name

Title

8 1 7 7 9 0 3 3 5 1

Phone

8 1 7 7 8 3 7 9 2 5

Fax

hardisonp@cityofalvarado.org

Email

Signature

3. Name Title

Phone

Fax

Email

Signature

1. Resolution (continued)

4.
Name Title

Phone Fax Email

Signature

List the name of the Authorized Representative listed above that will have primary responsibility for performing transactions and receiving confirmations and monthly statements under the Participation Agreement.

PAULA HARDISON
Name

In addition and at the option of the Participant, one additional Authorized Representative can be designated to perform only inquiry of selected information. *This limited representative cannot perform transactions.* If the Participant desires to designate a representative with inquiry rights only, complete the following information.

Name Title

Phone Fax Email

D. That this Resolution and its authorization shall continue in full force and effect until amended or revoked by the Participant, and until TexPool Participant Services receives a copy of any such amendment or revocation. This Resolution is hereby introduced and adopted by the Participant at its regular/special meeting held on the 20 day of SEPTEMBER, 2021.

Note: Document is to be signed by your Board President, Mayor or County Judge and attested by your Board Secretary, City Secretary or County Clerk.

Name of Participant*

SIGNED

Signature*
JACOB WHEAT
Printed Name*
MAYOR
Title*

ATTEST

Signature*
DEBBIE THOMAS
Printed Name*
CITY SECRETARY
Title*

2. Mailing Instructions

The completed Resolution Amending Authorized Representatives can be faxed to TexPool Participant Services at 1-866-839-3291, and mailed to:

TexPool Participant Services
1001 Texas Avenue, Suite 1150
Houston, TX 77002



**CONTRACT FOR PROVIDING FIRE
EXTINGUISHMENT AND EMERGENCY SERVICES
WITH A MUNICIPALITY**

**THE STATE OF TEXAS §
 §
COUNTY OF JOHNSON §**

This **CONTRACT FOR PROVIDING FIRE EXTINGUISHMENT AND OTHER EMERGENCY SERVICES** hereinafter called Contract, effective as of the 1st day of October, 2021 by and between **JOHNSON COUNTY EMERGENCY SERVICES DISTRICT NO. 1**, hereinafter referred to as "DISTRICT", a political subdivision of the State of Texas organized and operating pursuant to the provisions of Section 48-e, Article III of the Texas Constitution and Chapter 775, Texas Health and Safety Code, hereinafter called the "Act", and the **CITY OF ALVARADO**, hereinafter called "Department", duly organized and operating under the laws of the State of Texas;

Witnesseth:

WHEREAS, the DISTRICT is a duly organized emergency services district and a political subdivision of the State of Texas created for the protection of life and property and to provide emergency services, with the full authority to carry out the objects of its creation, and to that end is authorized to enter into and perform any and all necessary contracts;

WHEREAS, pursuant to Section 775.031 of the Act, the DISTRICT has the authority to enter into contracts with others, whereby fire fighting facilities and fire extinguishment and emergency services may be available to the DISTRICT, upon such terms as the governing body of the DISTRICT shall determine;

WHEREAS, the DISTRICT desires to secure fire extinguishment and emergency services for a specified area of Johnson County, Texas, hereinafter referred to as Service Area, to preserve the property located within the DISTRICT, and to preserve and to protect the public health, safety and welfare of the citizens within the DISTRICT;

WHEREAS, the DISTRICT has determined that it is in the best interests of the residents and property owners of the DISTRICT to enter into a contract for fire extinguishment and other emergency services with the DEPARTMENT which is capable of providing same at levels acceptable to the DISTRICT;

WHEREAS, the DEPARTMENT currently provides for extinguishment and emergency services and is willing to furnish such facilities and provide such services to the Service Area for the consideration hereinafter provided; and

WHEREAS, the DEPARTMENT represents and warrants that it is in full compliance with any and all DISTRICT policies, and local, federal, and state law applicable to its operations and existence as a political subdivision and an emergency service organization in the State of Texas and any other applicable law related to it:

NOW THEREFORE, for and in consideration of the premises and mutual covenants hereinafter contained, the parties hereto agree with the others as follows:

ARTICLE I **DEFINITIONS**

Section 1.01 Findings of Fact – The DISTRICT and DEPARTMENT find that the facts and statements set forth in the preamble to this Contract are true and correct for all purposes.

Section 1.02 Definitions – The following terms shall have the respective meaning assigned to them in this **Article I** wherever they are used in this Contract.

ACT – Chapter 775, Texas Health and Safety Code, Section, as amended.

AUTOMATIC AID - Refers to pre-arranged outside assistance that responds on the first alarm to certain incidents that require minimum resources such as building fires. There is no special request for aid as it is automatic.

BREACH OF CONTRACT – Shall mean an act or circumstance by either party to this contract, which violates or results in the non-compliance with this Contract or any provision herein.

CONTRACT – This Contract and any and all amendments or supplements hereto.

CURRENT DISTRICT POLICIES – District policies in effect on the date the contract is signed by both parties, or current policies recommended by the Policy Development Committee of the DISTRICT.

DEPARTMENT –THE FIRE DEPARTMENT of the **CITY OF ALVARADO** is duly organized and existing under the laws of the United States and the State of Texas, and in full compliance at all times with same.

DISTRICT – **JOHNSON COUNTY EMERGENCY SERVICES DISTRICT NO. 1**, A political subdivision of the State of Texas created and operating pursuant to Section 48-e of Article III of the Texas Constitution and the Act.

EMERGENCY – A circumstance of urgent necessity requiring the immediate action of a party in order to protect health, safety and welfare or property of the general public and commercial interests within the Service Area and outside or subject to mutual aid upon call of another municipality, fire department, emergency medical service or 911 network.

EMERGENCY SERVICES – As a minimum, those activities which are required for and related to the control and extinguishment of fires; and to those activities required for and related to providing service as a “First Responder Organization” as defined by Chapter 773, Texas Health and Safety Code or other applicable law, rule or regulation; other requests for assistance as dispatched by the DISTRICT from time-to-time, or standing by at a designated location, or on apparatus, or nearby in a state of readiness to perform these activities. This shall **not** be construed to in any way limit the ability of the DEPARTMENT to provide specialized services in addition to those required above.

FACILITIES – The fire fighting facilities and emergency equipment reasonably required to provide the fire extinguishment and emergency services to be rendered by the DEPARTMENT pursuant to this Contract.

MUTUAL AID - Generally referred to as an agreement between two or more departments to respond to formal requests for assistance under specific conditions. An on scene or responding primary department calls for assistance that has not been pre-arranged to be automatically dispatched on the initial assignment.

SERVICE AREA - The geographic boundaries of the DEPARTMENT as assigned by the DISTRICT and as such boundaries exist at present or may hereafter be amended. Compensation will be adjusted accordingly for any amended boundaries with negotiations between the DEPARTMENT and the DISTRICT to be based on the current formula. For purpose of reference, the current boundaries of the DEPARTMENT are described in Appendix “A,” attached hereto and incorporated herein for all purposes. The DISTRICT shall provide an up to date map of the DISTRICT and the DEPARTMENT’S Service Area with individual boxes to allow expedited response to emergencies.

Section 1.03 Construction of Terms. If appropriate, in this Contract, words of the singular number shall be considered to include plural, words of the plural shall be considered to include the singular, and words of the masculine, feminine, and neutral gender shall be considered to include other genders.

ARTICLE II

REPRESENTATIONS AND WARRANTIES

Section 2.01 District’s Representations – The DISTRICT represents that:

1. The DISTRICT is a duly constituted political subdivision of the State of Texas created and operating pursuant to Section 48-e of Article III of the Texas Constitution and the Act and has the authority to enter into this Contract and the transactions contemplated hereby and to carry out its obligations hereunder.
2. The DISTRICT is not in default under or in violation of the Constitution and/or laws of the State of Texas relevant to the consummation of the transactions contemplated by this contract and has authorized the execution and delivery of this Contract.

Section 2.02 Department's Representation and Warranties – The DEPARTMENT hereby makes the following representations and warranties as the basis for the undertakings on the part of the DEPARTMENT herein contained:

1. The DEPARTMENT, through the City, is validly existing and in good standing, and shall at all times remain so during the term of this Contract.
2. The DEPARTMENT, through the City, has full power and authority to execute and deliver this Contract and has, by proper action, duly authorized the execution and delivery of this Contract.
3. Neither the execution nor delivery of this Contract, the consummation of the transactions contemplated hereby nor the fulfillment of or compliance with the terms or conditions of this Contract conflicts with or results in a breach of terms, conditions or provisions of any restriction or any agreement or instrument to which the DEPARTMENT is now a party or by which it is bound, or results in the creation or imposition of any prohibited lien, charge or encumbrance whatsoever on any property or assets of the DEPARTMENT.
4. The DEPARTMENT shall provide the EMERGENCY SERVICES called for by this Contract, including, but not limited to, the fighting and extinguishment of fire and the provision of other emergency services to the Service Area, including, but not limited to, First Responder Emergency Medical Services. The Contract also recognizes the DEPARTMENT'S ability to provide and receive Mutual Aid, Automatic Aid, or other aid to/or from other emergency service organizations as deemed necessary by the DEPARTMENT or DISTRICT. The DISTRICT reserves the right to be informed of any mutual, automatic, or other aid agreements between the DEPARTMENT and agencies outside the DISTRICT contractors. EMERGENCY SERVICES shall be provided by the DEPARTMENT. The DEPARTMENT shall be required to respond to a minimum of 80% of the calls for assistance that it is dispatched to. A response shall be defined as notification made to dispatch by the department via radio, that personnel are enroute to the emergency with the appropriate equipment and apparatus within twelve minutes of "tone-out". If during any one-month time period, the DEPARTMENT is unable to respond to more than 20% of the calls for assistance in their jurisdiction, the DISTRICT shall review the response information; meet with the DEPARTMENT Fire Chief or representative and make recommendations to improve response capabilities. Beginning with the second month and for each additional month that the DEPARTMENT fails to respond to more than 20% of the calls for assistance in their jurisdiction, the DEPARTMENT's monthly payment amount shall be divided by the total number of calls dispatched for that month and payment made to the department(s) that were the primary responder on each call. Failure to meet the minimum response requirements for three (3) months of the contract period may result in termination of the Contract.
5. The DEPARTMENT warrants and represents that it shall comply faithfully with all provisions of the Act and all other local, state, or federal laws, rules, or regulations applicable to the DEPARTMENT and its duties under this

Contract, and further shall, throughout the term of this Contract, be in compliance with all properly adopted DEPARTMENT and DISTRICT policies currently in effect.

6. The DEPARTMENT shall participate in a recognized Training Program that is substantially equal to the Texas Commission on Fire Protection and or State Fireman's and Fire Marshal's Association testing and skills verifications.

7. The DEPARTMENT shall ensure that personnel have the following minimum training.

All personnel entering into IDLH atmosphere must have Live Fire Prerequisites (Formerly Intro Firefighter) Certification or greater, SCBA Part B and Live Burn Class taught by ESD personnel, personnel certified by the ESD, or other certified TCFP training facility; Personnel that already have Basic SFFMA or TCFP FF 1 certifications or greater are not required to attend the SCBA Part B and Live Burn class taught by the ESD but it is recommended.

6. All personnel responding on EMS calls shall have:

EMR Course Completion or (FRO certification prior to 2010 with continuous membership with a JCESD NO.1 Department, will be accepted),
or an Approved (by JCESD Medical Director) American Safety and Health Institute EMR certification or greater certification.
Shall have current CPR certification.
Shall have completed and passed current Medical Protocol Test and Skills Proficiency Test.
Proctors for testing shall be authorized by Medical Director.

All members shall adhere to the current DISTRICT Medical Director's emergency medical protocols.

*All personnel at the scene of an incident who are not qualified under part 7 above (ride-outs, observers, cadets, etc.) and Probationary Firefighters shall be clearly identified with distinctive, vests, helmets, or other methods

7. The DEPARTMENT warrants that the Fire Chief and Assistant Chief have the following certifications:

Head of Department (TCFP) or
Firefighter I Certification (TCFP or SFFMA) and
ICS – 100
IS – 700

8. The DEPARTMENT shall insure that at least 90% of all personnel participating in emergency operations have completed a minimum of 20 hours of ESD, SFFMA, State, or Federal training, for the previous 12-month

period beginning August 1 of the previous contract year and ending July 31st of the contract year.

Section 2.03 Joint Representations – No member of the DISTRICT or DEPARTMENT has any significant or conflicting interests, financial, employment or otherwise in the transactions contemplated hereby, other than as a resident or property owner of the DISTRICT, which has not been brought to the attention of all parties concerned. No member of the DEPARTMENT shall be an interested party or a party which benefits from any conduct of business by the DEPARTMENT or the DISTRICT which would present a conflict under the Texas nepotism laws or other state laws regarding competitive bidding or conflicts of interests. Should any member of the DEPARTMENT or any other responsible person believe a party or person governed by the Contract is violating this provision; the person with such belief shall have a right to require that the matter be discussed with the opposing party at an open meeting of the DISTRICT.

ARTICLE III **SERVICES TO BE PROVIDED**

Section 3.01 General – During the term of this Contract, the DEPARTMENT agrees to provide Emergency Services to the Service Area on a 24 hour per day basis seven days a week.

Section 3.02 Non-Exclusive Agreement – The DEPARTMENT hereby acknowledges and agrees that its primary responsibilities are to its assigned Service Area. However, in order to ensure to the greatest extent practical that there will be sufficient facilities and emergency resources available to the DISTRICT, the parties acknowledge that the DEPARTMENT may enter into Mutual Aid Agreements or other agreements with other non-DISTRICT emergency services organizations, fire departments, or municipalities in the area for provision of Emergency Services. The DISTRICT may also make agreements for service with other agencies or directly provide DISTRICT resources for the provision of emergency services in the Service Area.

Section 3.03 Approvals and Permits – The DEPARTMENT agrees to obtain all necessary licenses, permits, certifications and approvals, as the case may be, that are necessary from any governmental bodies or agencies having jurisdiction in connection therewith for the provision of Emergency Services to the Service Area as called for by this Contract or otherwise required by law. It is the DEPARTMENT'S sole responsibility to renew and maintain its status as a "First Responder Organization" as defined by Chapter 773, Texas Health and Safety Code. The DEPARTMENT'S failure to obtain and/or maintain said licenses will result in withholding of all payments by the DISTRICT to the DEPARTMENT until the problem is corrected as certified by the DISTRICT, or the DISTRICT may, at its sole discretion, terminate this Contract.

Section 3.04 Maintenance and Operation – The parties hereto agree that during the term of this Contract, the DISTRICT shall have **no** responsibility or liabilities whatsoever for operating, maintaining, repairing and ensuring any facilities by which Emergency Services are provided by the DEPARTMENT. Such responsibilities belong **solely** to the DEPARTMENT.

Section 3.05 Compliance with Governmental Requirements – The DEPARTMENT shall at all times conduct its activities in accordance with all current applicable statutes, laws, rules, and regulations and shall further obtain and maintain all permits, consents and certificates that are required by any governmental body or other entity with jurisdiction over the DEPARTMENT.

Section 3.06 Liaison – The City Manager or his/her duly authorized Fire representative, shall be the liaison with the DISTRICT.

Section 3.07 Independent Contractors: Personnel of Department – Notwithstanding anything in this Contract which may be construed to the contrary, the DEPARTMENT and all of its personnel, employees, members, volunteers or agents shall at all times be independent contractors and not employees, volunteers, members, agents, or representatives of the DISTRICT. The DEPARTMENT and its personnel shall at all times have the right to control the details of their work. By entering into this Contract, the DISTRICT and DEPARTMENT do not waive, nor shall it be deemed to waive, any rights, defenses or immunities either may have under any applicable federal or state statute, law, rule or regulation. Specifically citing Texas Government Code Section 791.006 (a-1), the parties agree that, for purposes of determining civil liability for non-party claims, the act of any person or persons while fighting fires, providing rescue services, providing first response EMS services, traveling to or from any type of emergency call or emergency scene, or in any manner furnishing services in accordance with this Contract, shall be the act of the party performing such act. The payment of any and all civil or other liability, including negligence, resulting from the furnishing of services under this Contract is the responsibility of the individual party performing such acts. This shall specifically include, but not be limited to, the payment of court costs, expenses, and attorneys' fees resulting from any such claim or lawsuit. The parties agree that the assignment of liability described in this Contract is intended to be different than liability otherwise assigned under Section 791.006 (a) of the Texas Government Code.

Section 3.08 Automatic Aid – The DEPARTMENT agrees to respond to emergency incidents in other jurisdictions as dispatched to ensure that essential personnel and/or equipment shall be available. The DEPARTMENT further agrees to receive aid from other jurisdictions to ensure that adequate personnel and resources respond quickly to emergencies.

Section 3.09 ISO Rating – In order to accomplish a County-wide ISO rating improvement, the DEPARTMENT agrees that all of its apparatus are equipped in accordance with the latest adopted version of NFPA 1901 and shall have in place a program to annually:

- Test its full complement of hoses in accordance with NFPA 1961
- Test its full complement of ground ladders in accordance with NFPA 1932
- Test the pumps of its Class A Engines in accordance with NFPA 1911

ARTICLE IV **INSURANCE AND INDEMNIFICATION**

Section 4.01 Insurance – The DEPARTMENT or City thereof agrees to insure all its facilities and properties reasonably required to provide Emergency Services hereunder, against loss or damage of kinds usually insured against by entities similarly situated. The insurance will be provided through the Texas Municipal League Risk Pool or with one or more reputable insurance companies in the minimum amount required by Texas Law for death, and bodily injury or property damage.

1. The DEPARTMENT agrees to carry public liability insurance with respect to the facilities through the Texas Municipal League Insurance Risk Pool or with one or more insurance companies licensed in the State of Texas in the minimum amount required by Texas Law for death, bodily injury or property damage.
2. The DEPARTMENT agrees to carry errors and omissions, general liability and other insurance necessary for its operations and for any and all risks that may be necessary in its operations as a Texas Non-Profit Corporation or an emergency services organization.
3. Each insurance policy provided for in this Contract shall be in the name of the DEPARTMENT or City as the named insured and the DISTRICT as an additional insured.
4. If said insurance is not provided the DEPARTMENT will be considered in breach of contract. All payments made by the DISTRICT to the DEPARTMENT shall cease until proof of insurance is provided as certified by the DISTRICT, or the DISTRICT may, at its discretion, terminate the Contract.

Section 4.02 Workers' Compensation Coverage – The DEPARTMENT shall maintain workers' compensation coverage for its employees, officers and volunteers related to or arising from the DEPARTMENT'S performance under this contract. The DEPARTMENT recognizes that the DISTRICT has no responsibility to furnish this coverage and DEPARTMENT waives any right to pursue the DISTRICT for liability regarding payments for this coverage or for liability regarding payments for claims filed against this coverage. If said insurance is not provided, the DEPARTMENT will be considered in breach of contract. All payments made by the DISTRICT to the DEPARTMENT shall cease until proof of insurance is provided as certified by the DISTRICT, or the DISTRICT may, at its discretion, terminate the Contract without recourse.

Section 4.03 Indemnification – To the fullest extent allowed by law, The DEPARTMENT shall indemnify and hold the DISTRICT, as well as its commissioners, officials, agents, volunteers, representatives, and employees, harmless from any and all claims of any type, including negligence, and all attorney's fees and related costs, made on account of any loss through personal injuries, deaths, or property damages, arising directly or indirectly out of the sole or concurrent negligence, or the sole or concurrent intentional acts or omissions of the DEPARTMENT or its contractors, officials, agents, employees, volunteers, subcontractors, or representatives, in performing the services required under this Contract, except where the DISTRICT is concurrently negligent or has committed concurrent intentional acts or omissions. The DISTRICT shall indemnify and hold the DEPARTMENT, as well as its governing body, officials, agents, volunteers, and employees, harmless from any and all claims of any type, including negligence, and

all attorney's fees and related costs, made on account of any loss through personal injuries, deaths, or property damages, arising directly or indirectly out of the sole or concurrent negligence, or the sole or concurrent intentional acts or omissions of the DISTRICT or its commissioners, officials, agents, employees, volunteers, contractors, subcontractors, or representatives in performing under this Agreement, except where the DEPARTMENT is concurrently negligent or has committed concurrent intentional acts or omissions. It is expressly understood and agreed that, in the execution of this Contract, neither DISTRICT or DEPARTMENT waives, nor shall be deemed hereby to waive, any immunity or defense that would otherwise be available to it against any claims by third parties arising in the exercise of its governmental powers or other powers or functions or pursuant to the Texas Tort Claims Act or other applicable statute, law, rule, or regulation, including, but not limited to sovereign or official immunity. In accordance with Texas Government Code, Section 791.006 regarding assignment of civil liability, and except as otherwise provided by applicable law, including, but not limited to, regulations regarding workers compensation insurance, each party hereto shall be responsible for injuries or death to its employees and volunteers while performing services under this Agreement. The DEPARTMENT or DISTRICT shall not be liable for benefits or any other compensation for injuries or death of the other party's employees or volunteers while performing services under this Agreement. An employee or volunteer shall be deemed to be performing services when en route to, en route from, or at the scene of a call or emergency. Specifically citing Texas Government Code Section 791.006 (a-1), the DISTRICT and DEPARTMENT agree that, for purposes of determining civil liability for non-party claims, the act of any person or persons while fighting fires, providing rescue services, providing EMS services, traveling to or from any type of emergency call or emergency scene, or in any manner furnishing services in accordance with this Agreement, shall be the act of the party performing such act. The payment of any and all civil or other liability, including negligence, resulting from the furnishing of services under this Agreement is the responsibility of the individual DEPARTMENT or DISTRICT performing such acts. This shall specifically include, but not be limited to, the payment of court costs, expenses, and attorneys' fees resulting from any such claim or lawsuit. The DEPARTMENT and DISTRICT agree that the assignment of liability described in this Section is intended to be different than liability otherwise assigned under Section 791.006 (a) of the Texas Government Code.

ARTICLE V

PAYMENTS BY DISTRICT

Section 5.01 Methods of obtaining Funds from the District –

1. Payment for Services – The length of this Contract will be from October 1, 2021 through September 30, 2022. After meeting its obligations for operating expense, debt service and establishment of a reserve fund, and other costs and expenses as determined by the DISTRICT, the DISTRICT shall annually compensate the DEPARTMENT for the services provided by the DEPARTMENT in the amount of \$ 205,000.00 will be payable in monthly installments on or before the 25th of each month. All funds to be provided hereunder shall be from current funds only, and the DISTRICT reserves the right to withhold any payment or appropriation of the above amount if the DEPARTMENT is in breach of this Contract and reserves its right of non-appropriation.

2. The DEPARTMENT may be eligible to receive additional funding through the District's Incentive Program (Appendix B).
3. Advance Funding – As unbudgeted or emergency needs arise; the DEPARTMENT may submit a proposal in writing to the DISTRICT for advance funding. The proposal shall itemize the proposed expenses, but final approval of the proposal shall be decided by the DISTRICT on the basis of need and available funds.
4. Pursuant to Section 775.073, Texas Health & Safety Code, and other applicable law, it is understood and agreed by the parties that any funds allocated by the DISTRICT to the DEPARTMENT are for maintenance and operation expenses only in the provision of the Fire and EMS Services set forth herein, and the DEPARTMENT, unless otherwise agreed to by the parties hereto in writing, shall not use any DISTRICT Funds for the purchase, lease, or acquisition of any real or personal property, and any real or personal property of the DEPARTMENT shall remain the sole property of the DEPARTMENT unless District funds are used to purchase, lease, or otherwise acquire real or personal property. The parties further agree that the DEPARTMENT does not have any ownership interest in the real and personal property of the DEPARTMENT, except for that real or personal property purchased with DISTRICT Funds. The DISTRICT payments under this Agreement do not create an ownership interest in the real and personal property of the DEPARTMENT, unless such DISTRICT Funds are used in contravention of this provision and applicable law, and DISTRICT Funds are used to purchase such real or personal property.

5.02 **Radio User Fees** the DISTRICT will pay radio user fees for up to fourteen (14) radios for the DEPARTMENT. Any user fees above ten (14) for the DEPARTMENT shall be solely the responsibility of the DEPARTMENT. Payment of radio use fees in excess of fourteen (14) per DEPARTMENT will be in reduction of the DISTRICT'S contractual payments hereunder for Emergency Services provided by the DEPARTMENT, unless otherwise paid for by the DEPARTMENT with proof of payment submitted by the DEPARTMENT to the DISTRICT. The 2021-21 radio user fee is set at \$22.66 per radio per month, or \$271.92 annually, and any other fees or amounts will be borne by the DEPARTMENT as set follows: for 14 radios or less, the DISTRICT pays the radio user fees, and for each additional radio, DEPARTMENT shall pay \$271.92 per radio per year as set forth herein.

ARTICLE VI

ASSIGNMENT AND MODIFICATION

This Contract shall not be assignable by the DEPARTMENT, in whole or in part without obtaining the prior **written** consent of the DISTRICT. Further, this Contract may be modified only upon the prior **written** consent of the parties. Notwithstanding the foregoing, in the event that any city that has any area within its corporate or extra territorial jurisdiction included within the DISTRICT'S territory, notifies the DISTRICT of the exclusion of an area from the DISTRICT'S territory, pursuant to the Act, and if such event causes a change in the Service Area, or scope of Emergency Services to be rendered hereunder, the parties agree that the Contract shall be amended so that the payments may be adjusted accordingly. The DISTRICT reserves the right to terminate

this Contract or reduce, expand, modify or otherwise change or terminate the Service Area of the DEPARTMENT as may be necessary for the protection of its citizens or if the DEPARTMENT breaches any provision of this Contract. It is understood and agreed between the parties that the DISTRICT may not expand the Service Area of the DEPARTMENT without the DEPARTMENT'S approval.

ARTICLE VII **MISCELLANEOUS**

Section 7.01 Compliance with Applicable Regulations – The DEPARTMENT shall observe and comply, where applicable, with all Federal, State, County, DISTRICT, and City laws, rules, ordinances, regulations, and policies in any manner affecting the conduct and provision of the Emergency Services herein provided and the performance of all obligations undertaken by the DEPARTMENT under this Contract.

Section 7.02 Inspection of Equipment - The District or its agent has the right to inspect the equipment and/or pertinent records of the DEPARTMENT. The parties acknowledge that the nature of the DEPARTMENT'S equipment and/or record keeping determines the consideration paid under this Agreement. In the event that the proper records are not available, the procedures or penalties stated in the corresponding portions of this contract will be followed. In the event that the inspection reveals that the equipment is not in operating condition the DEPARTMENT will authorize a re-inspection by the DISTRICT within fifteen (15) days. In the event the equipment is not in operating condition during the re-inspection, all payments by the DISTRICT to the DEPARTMENT may cease until the issue is corrected as certified by the DISTRICT, or the DISTRICT may, at its sole discretion, terminate this Contract.

Section 7.02 A. Out of Service Apparatus and Equipment – The DEPARTMENT shall notify Fire Dispatch when an apparatus or special equipment is out of service for more than twenty-four (24) hours. Fire Dispatch will then notify the Executive Director for the ESD. When the apparatus or special equipment is put back in service the DEPARTMENT will notify Fire Dispatch.

Section 7.03 Reports and Other Information –

1. The DISTRICT shall purchase one license for the current electronic Record Management System (RMS) software for each DEPARTMENT.
2. The DEPARTMENT shall maintain accurate, up to date records in RMS for personnel, apparatus, training, and incidents.
3. The DEPARTMENT shall complete a basic incident report in RMS within 3 days of the completion of each of the DEPARTMENT's emergency responses. Reports shall be a complete, thorough, accurate description of actions taken by the Department's personnel and shall include an appropriate narrative(s) section.
4. By the tenth of each month, the DEPARTMENT shall submit to TxFIRS via the RMS, the previous month's incident reports.
5. All Training activities of the DEPARTMENT must be entered into RMS by the end of the month the activity occurred.
6. The DEPARTMENT must provide the DISTRICT access to its Incident Report, personnel rosters, and Training modules for the purpose of running statistical reports, quality control checks and qualification for any

incentives and/or other such functions as determined by the DISTRICT. If access by the DISTRICT is denied or the proper records are not entered on time all payments made by the DISTRICT to the DEPARTMENT shall cease until proper reports are entered, or the DISTRICT may, at its discretion, terminate the Contract under the terms of section 7.07.

7. The DEPARTMENT shall submit to the DISTRICT, upon request, the contracting cities most recently completed audit for fiscal year. The DISTRICT agrees to send an email verifying the receipt of the report.

Section 7.04 Badge Identification- Each DEPARTMENT shall insure that each of its members has a current identification card provided by the DISTRICT. Each member of the DEPARTMENT is required to have in their possession the DISTRICT identification card anytime they are performing their duties for their DEPARTMENT. The card is to be used for identification and verification of training levels for each individual. Upon request from a citizen, Incident Commander (or his/her designee), or Medical Director (or his/her designee), or DISTRICT representative, the individual shall produce the ID card for verification. Each DEPARTMENT is responsible to make arrangements with the DISTRICT to have new member's cards made, lost cards replaced, and return cards of members that are no longer with the DEPARTMENT.

Section 7.05 Term of Contract – This Contract shall be for a period of twelve (12) months commencing on the 1st day of October of 2021 and ending at 12:00 midnight on September 30, 2022. It is understood by the DEPARTMENT and DISTRICT that the DISTRICT shall prepare a new contract so that it may be signed on or before September 30, 2021.

Section 7.06 Termination of Contract by Mutual Agreement – This Contract may be terminated before the end of its term by mutual written agreement, by non-appropriation or non-payment of funds by the DISTRICT, or as otherwise allowed hereunder. If either party elects to terminate this agreement, a 30-day written notice must be submitted to the other party for the notification of the intent to terminate said agreement. A 30-day written notice of non-renewal is also required prior to September 30 of contract year. If the Contract is terminated for any reason by either party, the DEPARTMENT understands that it will no longer receive compensation for services that are no longer provided under contractual obligation.

Section 7.07 Termination of Contract for Breach – This Contract may be terminated by either party due to the other party committing a "Breach of Contract" as the same is defined in Section 1.02 herein which remains uncured for 30 days following written notice as provided herein. Termination under this section will require formal notice from the non-breaching party in the manner provided in Section 7.08 hereof. The notice shall state clearly the reason for the party claiming Breach of Contract, the ground therefore with specific reference to the section and language in the Contract allegedly breached, and the method or circumstance which will, in the reasonable opinion of the non-breaching party, (a) provide cure of the breach, or (b) show to the satisfaction of the non-breaching party that no breach has occurred.

In the event that the Party alleged to have breached the Contract fails to reasonably satisfy the non-breaching Party that no "Breach of Contract" has occurred or that a cure of such Breach of Contract has been reasonable accomplished, the Party claiming the

breach shall provide to the other Party written notice of termination of the Contract in the manner provided in Section 7.08 hereof.

If the Parties shall remain in dispute as to the reasonableness of the grounds asserted as an alleged Breach of Contract or the reasonableness of the cure thereof, the issue of whether the Contract was breached may be determined by mediation, with the selection of a mediator being mutually agreed upon by the DISTRICT and the DEPARTMENT.

Section 7.08 Rights on Termination – To the extent permitted by law, upon termination of the Contract, all rights and obligations of the Parties accruing prior to the date of termination shall remain in full force and effect, including without limitation the distribution of Payments by the DISTRICT, as provided by Article V hereof, pro rata to the date of termination, subject to appropriation by the DISTRICT.

Section 7.09 Notices – All notices, certificates, or other communications hereunder shall be sufficiently given or shall be deemed given when delivered by regular mail, or sent by proven facsimile or by e-mail or in the case of notice of breach of contract, by certified mail, return receipt requested, addressed as follows:

If to the **DISTRICT**:

JOHNSON COUNTY EMERGENCY SERVICES DISTRICT NO.1
2451 Service Dr.
Cleburne, TX 76033

If to the **DEPARTMENT**:

CITY OF ALVARADO FIRE DEPARTMENT
104 W. COLLEGE
ALVARADO, TX 76009

The DISTRICT or the DEPARTMENT may by notice hereunder designate any further or different address to which subsequent notices, certificates or other communications shall be sent.

Section 7.10 Binding Effect – This Contract shall insure to the benefit of and shall be binding upon the DISTRICT and the DEPARTMENT, and their respective successors and assigns.

Section 7.11 Severability – In the event any provision of this Contract shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision thereof, unless the provision invalidated should invalidate a material obligation of either party.

Section 7.12 Execution and Counterpart – This Contract may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one in the same instrument.

Section 7.13 Captions – The captions or heading in this Contract are for convenience only and in no way define, limit or otherwise describe the scope or intent of any provision or section of the Contract.

Section 7.14 Status of Parties Relationship – Nothing in this Contract shall be construed to make either party the partner or joint venture of or with the other party. It is further agreed that in the performance of all obligations undertaken by this Contract, the DEPARTMENT is an independent contractor with the right to supervise, manage, control and direct the performance of Emergency Services in accordance with DISTRICT, state and federal statutes, laws, rules, policies and regulations. By entering into this Contract, the DISTRICT does not waive, nor shall it be deemed to waive any rights, defenses, or immunities it may have under any applicable federal or state statute, law, rule or regulation. Any rights that the DEPARTMENT may have under this Contract may not be assigned without the express written permission of the DISTRICT.

Section 7.15 Governing Law – The validity, interpretation of the provisions of this Contract shall be governed by the laws of the State of Texas. Pursuant to Chapter 791, Texas Government Code, and other applicable law, any funds required hereunder to be expended by either party shall be from current revenues.

Section 7.16 Enforcement – In enforcing the performance of the provisions of this Contract all parties shall have the right to the exercise of all procedures available under applicable law or equity. No waiver of any breach or default of any provision of this Contract shall be deemed a waiver of any subsequent waiver or default. This Contract is executed in Johnson County, Texas, and venue over any action relating to any provision of this Contract shall be exclusively in Johnson County, Texas. This Agreement shall be governed by the laws of the State of Texas. If the DISTRICT or DEPARTMENT is a prevailing party in any litigation or other action brought under this Contract or otherwise, the prevailing party shall be entitled to recover all costs of court and expenses, including reasonable attorney's fees, incurred therein. In addition to any remedies the DISTRICT may have at law or in equity or its right of non-appropriation, if the DEPARTMENT is in breach or violation of any provision of this Contract or any federal, state, local, or DISTRICT statute, law, rule, regulation, policy, or procedure, the DISTRICT may, without limiting its remedies, terminate this agreement, withhold funds from the DEPARTMENT, or take any other reasonable action the DISTRICT deems appropriate under the circumstances then existing.

Section 7.17 Force Majeure – To the extent that any party to this Contract shall be wholly or partially prevented from the performance within the period specified of any obligation or duty placed on such party by any reason of or through strikes, stoppage of labor, riot, flood, failure of utilities, public water supply, invasions, insurrections, the order of any court, judge, or civil authority, or of act of God, then, in such event, the time for the performance of such obligation or duty shall be suspended until such inability to perform is removed.

Section 7.18 Defined Terms – The defined terms in this Contract shall have the meanings as defined herein whether or not the term appears in all capitalized letters or in upper and lower-case letters.

Section 7.19 Communications – The main form of daily communications between the DISTRICT and the DEPARTMENT shall be via e-mail. It is the responsibility of both parties to immediately inform the other of any changes to agency contact information.

Contract Affidavit

In witness thereof, the DISTRICT and the DEPARTMENT or CITY thereof have caused this Contract to be executed in their respective names and attested by the duly authorized officers, all effective as of the date first move written.

Signed this _____ day of _____, 2021.

JOHNSON COUNTY EMERGENCY SERVICES DISTRICT NO. 1
2451 Service Drive
Cleburne, TX 76033

By: _____
Gerald Miller, President

Sworn and subscribed to me this _____ Day of _____, 2021.

SEAL

Notary Public, State of Texas

ATTEST:

BY: _____
Wes Shipley, Secretary

Sworn and subscribed to me this _____ Day of _____, 2021.

Notary Public, State of Texas

SEAL

Contract Affidavit

In witness thereof, the DISTRICT and the DEPARTMENT or CITY thereof have caused this Contract to be executed in their respective names and attested by the duly authorized officers, all effective as of the date first move written.

Signed this _____ Day of _____, 2021

CITY OF ALVARADO FIRE DEPARTMENT
104 W. COLLEGE
ALVARADO, TX 76009

BY: _____
Mayor or other Authorized Representative

Printed Name

Sworn and subscribed to me this _____ Day of _____, 2021.

Notary Public, State of Texas

SEAL

ATTEST:

BY: _____
City Secretary

Printed Name

Sworn and subscribed to me this _____ Day of _____, 2021.

Notary Public, State of Texas

SEAL

CITY OF ALVARADO

REQUEST FOR A STREET/ALLEY CLOSING

DATE: 7/21/21

NAME: Benjamin S. Williams PH: (817) 938-0435

ADDRESS: 605 Baugh St Alvarado TX, 76009

MAILING ADDRESS: _____

LOCATION OF STREET/ALLEY TO BE CLOSED: _____

North South Alley Block 51 Lots 7, 8, 9

PORTION OF THE STREET/ALLEY OWNED BY APPLICANT: _____

City

USAGE OF ADJACENT PROPERTY

NORTH: _____

SOUTH: _____

EAST: _____

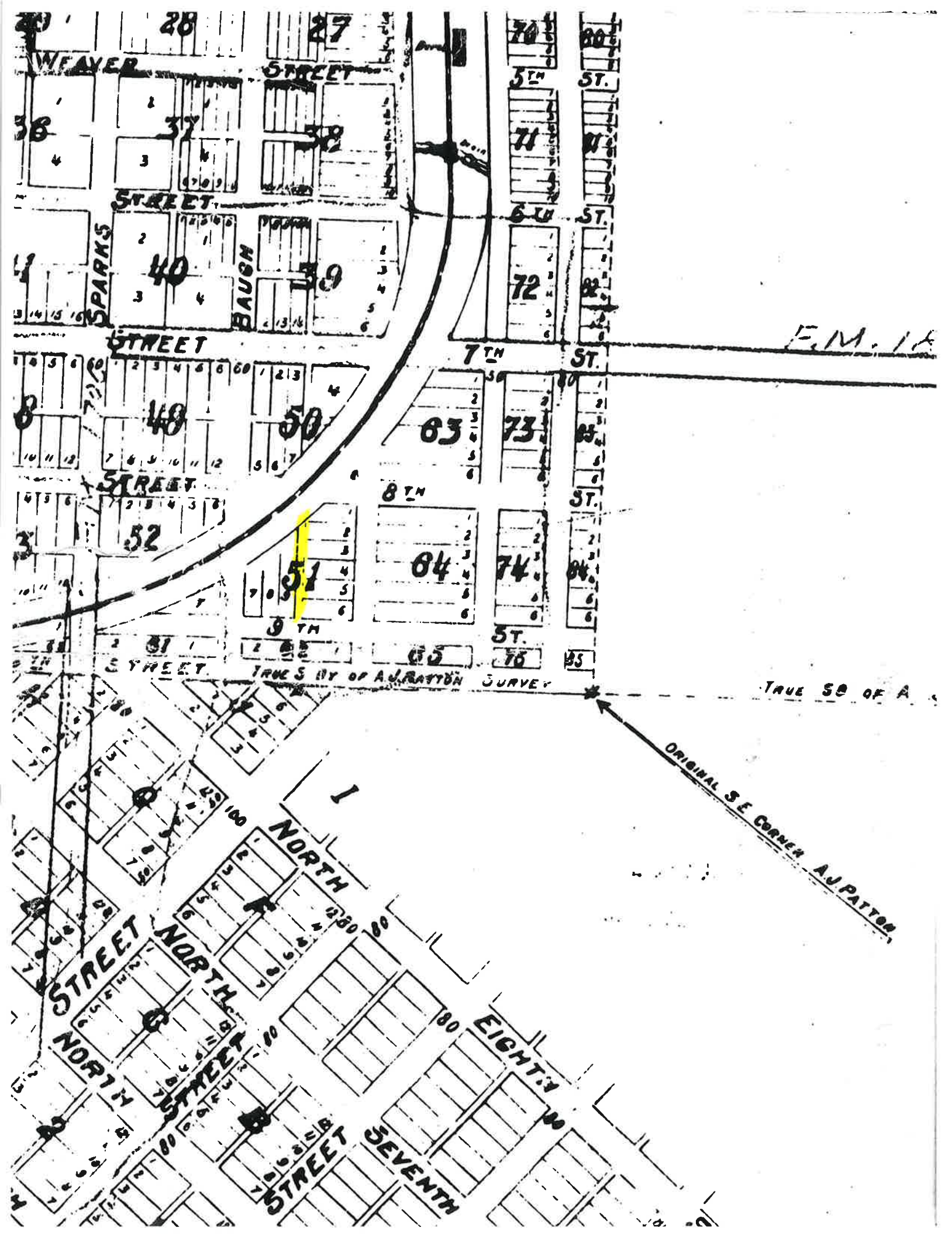
WEST: _____

WHAT UTILITIES ARE LOCATED IN THIS STREET/ALLEY: No

REASON FOR THE REQUEST: quick claim deed

SIGNED: [Signature]

APPLICANT



ORDINANCE NO.

**AN ORDINANCE CLOSING AND ABANDONING AN ALLEY WITHIN
BLOCK 51, LOTS 7, 8 AND 9, ORIGINAL TOWN, ALVARADO,
JOHNSON COUNTY, TEXAS, AND AUTHORIZING ITS CONVEYANCE
TO ADJACENT PROPERTY OWNERS.**

WHEREAS, the city desires to close and abandon the alley within Block 51, Lots 7, 8 and 9, Original Town Addition, Alvarado, Johnson County, Texas and to quitclaim the property to the adjacent property owners; **NOW, THEREFORE**,

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

- Section 1. THAT the alley within Block 51, Lots 7, 8 and 9, Original Town Addition, Alvarado, Johnson County, Texas, as designated in the attached and incorporated Exhibit "A", be closed.
- Section 2. THAT the City Manager is hereby authorized to quitclaim property covered by the foregoing, to the adjacent property owners owning the underlying fee, while excepting any and all non-transportation public easements from the conveyance, to the adjacent property owners.

AND SO IT IS ORDAINED.

Passed on this the 20th day of September, 2021 by a vote of ____ to ____.

CITY OF ALVARADO

By: _____
Jacob Wheat, Mayor

ATTEST:

Debbie Thomas, City Secretary

CITY OF ALVARADO

APPLICATION FOR ZONING CHANGES

DATE: 5/5/2021 CLERK: Pray FEE: 3400⁰⁰ CASE NO: 2021-0332

NAME OF APPLICANT: Jabez Development, L.P. PH: (812) 881-1458

MAILING ADDRESS: 1038 Texan Trail Grapevine, TX 76051

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

NAME OF OWNER: 275 Alvarado LLC PH: (817) 808-7767

MAILING ADDRESS: 11701. South Freeway, Burleson, TX 76028

STREET ADDRESS OF PROPERTY: N/A ACREAGE: 150 +/-

LEGAL DESCRIPTION: A tract of land situated in the Andrew Spiva Survey, Abstract No. 770 City of Alvarado, Johnson County, TX

PRESENT ZONE OF PROPERTY: M-1 PRESENT USE: Undeveloped

REQUESTED ZONE: PD PROPOSED USE: Residential

REASON FOR CHANGE: Development of property

USAGE OF ADJACENT PROPERTY NORTH: C-2

SOUTH: PD - Residential

EAST: Outside City Limits

WEST: SF-2

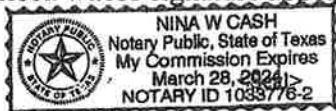
NOTE: If the property can be identified by the subdivision or addition please include that with the lot and block numbers as the legal description. You must also attach a copy of the appropriate portion of the subdivision or addition plat with the subject property clearly indicated on it. If property 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: [Signature]

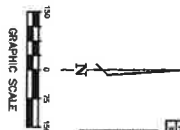
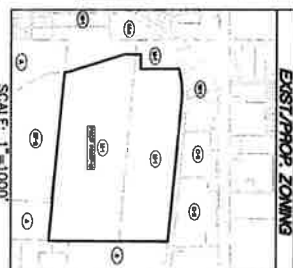
The undersigned hereby, on oath, states that he or she is the record owner of the property for which this application is made.

OWNER: [Signature]

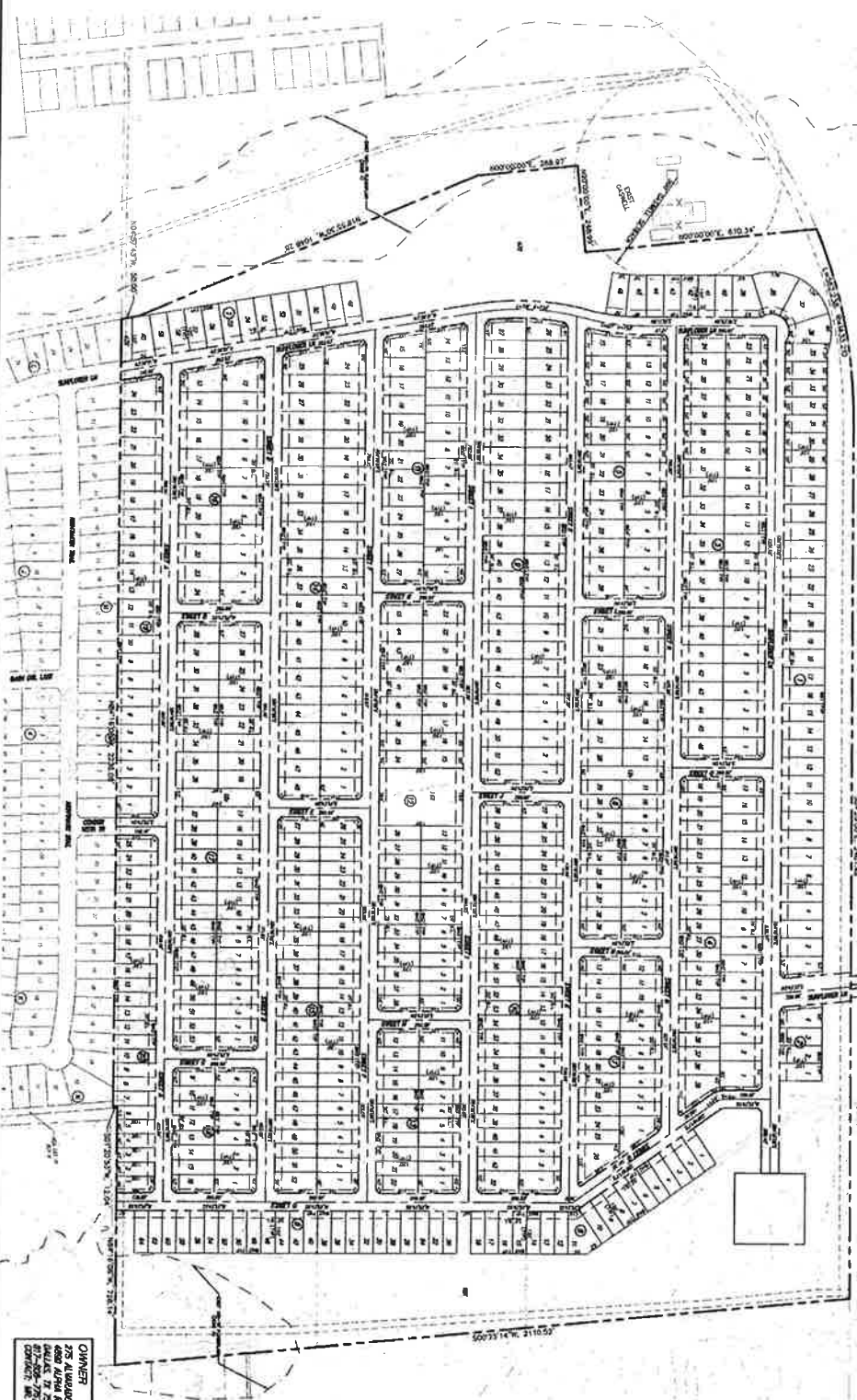
SWORN TO AND SUBSCRIBED before me this 6 day of May, 2021, by the person whose signature appears directly above.



[Signature]
Notary Public in and for The State of Texas.
My Commission expires March 28, 2024

[illegible]

LAND USE PLANNING TABLE			
SOIL LIMIT CATEGORY	17	18	19, 20
PLANT GROUP	1	2	3, 4, 5
WATER	6	7	8
WATERWAY	9	10	11
WATERWAY	12	13	14
WATERWAY	15	16	17
WATERWAY	18	19	20
WATERWAY	21	22	23
WATERWAY	24	25	26
WATERWAY	27	28	29
WATERWAY	30	31	32
WATERWAY	33	34	35
WATERWAY	36	37	38
WATERWAY	39	40	41
WATERWAY	42	43	44
WATERWAY	45	46	47
WATERWAY	48	49	50
WATERWAY	51	52	53
WATERWAY	54	55	56
WATERWAY	57	58	59
WATERWAY	60	61	62
WATERWAY	63	64	65
WATERWAY	66	67	68
WATERWAY	69	70	71
WATERWAY	72	73	74
WATERWAY	75	76	77
WATERWAY	78	79	80
WATERWAY	81	82	83
WATERWAY	84	85	86
WATERWAY	87	88	89
WATERWAY	90	91	92
WATERWAY	93	94	95
WATERWAY	96	97	98
WATERWAY	99	100	101
WATERWAY	102	103	104
WATERWAY	105	106	107
WATERWAY	108	109	110
WATERWAY	111	112	113
WATERWAY	114	115	116
WATERWAY	117	118	119
WATERWAY	120	121	122
WATERWAY	123	124	125
WATERWAY	126	127	128
WATERWAY	129	130	131
WATERWAY	132	133	134
WATERWAY	135	136	137
WATERWAY	138	139	140
WATERWAY	141	142	143
WATERWAY	144	145	146
WATERWAY	147	148	149
WATERWAY	150	151	152
WATERWAY	153	154	155
WATERWAY	156	157	158
WATERWAY	159	160	161
WATERWAY	162	163	164
WATERWAY	165	166	167
WATERWAY	168	169	170
WATERWAY	171	172	173
WATERWAY	174	175	176
WATERWAY	177	178	179
WATERWAY	180	181	182
WATERWAY	183	184	185
WATERWAY	186	187	188
WATERWAY	189	190	191
WATERWAY	192	193	194
WATERWAY	195	196	197
WATERWAY	198	199	200



OWNER
35 ALVARADO LLC
4600 ALVARADO, SUITE 100
DALLAS, TX 75244
817-382-7272
CONTACT: MR. RICH WEBBORG

DEVELOPER
JUEZ DEVELOPMENT, L.P.
ATTN: MR. NELSON HINDZELL
GREENVIEW, TEXAS 76051
806-403-1940

ENGINEER/SURVEYOR
REDALE HULL AND PETERS, INC.
3247 N. RIVERVIEW RD. SUITE 100
FORT WORTH, TEXAS 76117
(817) 336-5773
CONTACT: SIOBHAN E. ARNDT, P.E.

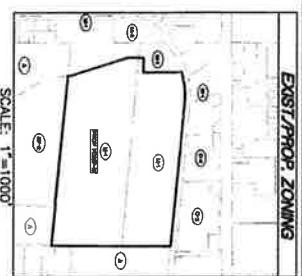
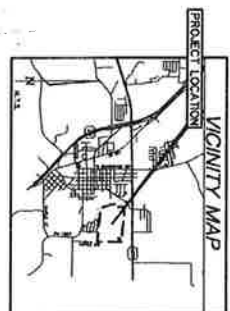
EAGLE GLEN NORTH
Zoning Exhibit "g"
130.00 ACRES SITUATED IN THE ANDREW SPYVA
SURVEY, ABSTRACT #770, JOHNSON COUNTY,
TEXAS
ALVARADO, TEXAS
May 6, 2021

ROW IDENTIFICATION	
REGISTRATION NO.	REG. NO.
TYPE, E.O. NO.	REG. NO.
DATE OF FIRST PROCEEDING (FEDERAL ACT)	10/1/98

LE659AD

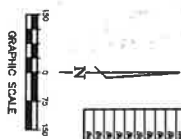
ROW IDENTIFICATION	
REGISTRATION NO.	REG. NO.
TYPE, E.O. NO.	REG. NO.
DATE OF FIRST PROCEEDING (FEDERAL ACT)	10/1/98

LE659AD



UNIT & BLOCK IDENTIFICATION				1950		1955		1960		1965	
UNIT #	BLOCK #	OWNER	APPROX. VALUE	UNIT #	BLOCK #	OWNER	APPROX. VALUE	UNIT #	BLOCK #	OWNER	APPROX. VALUE
Unit 1	1	John Doe	\$10,000	Unit 1	1	John Doe	\$12,000	Unit 1	1	John Doe	\$15,000
Unit 2	1	Jane Smith	\$11,000	Unit 2	1	Jane Smith	\$13,000	Unit 2	1	Jane Smith	\$16,000
Unit 3	1	Robert Brown	\$12,000	Unit 3	1	Robert Brown	\$14,000	Unit 3	1	Robert Brown	\$17,000
Unit 4	1	William Green	\$13,000	Unit 4	1	William Green	\$15,000	Unit 4	1	William Green	\$18,000
Unit 5	1	Elizabeth White	\$14,000	Unit 5	1	Elizabeth White	\$16,000	Unit 5	1	Elizabeth White	\$19,000
Unit 6	1	James Black	\$15,000	Unit 6	1	James Black	\$17,000	Unit 6	1	James Black	\$20,000
Unit 7	1	Mary Gold	\$16,000	Unit 7	1	Mary Gold	\$18,000	Unit 7	1	Mary Gold	\$21,000
Unit 8	1	Charles Silver	\$17,000	Unit 8	1	Charles Silver	\$19,000	Unit 8	1	Charles Silver	\$22,000
Unit 9	1	Patricia Copper	\$18,000	Unit 9	1	Patricia Copper	\$20,000	Unit 9	1	Patricia Copper	\$23,000
Unit 10	1	Thomas Iron	\$19,000	Unit 10	1	Thomas Iron	\$21,000	Unit 10	1	Thomas Iron	\$24,000
Unit 11	1	Linda Zinc	\$20,000	Unit 11	1	Linda Zinc	\$22,000	Unit 11	1	Linda Zinc	\$25,000
Unit 12	1	Richard Lead	\$21,000	Unit 12	1	Richard Lead	\$23,000	Unit 12	1	Richard Lead	\$26,000
Unit 13	1	Susan Tin	\$22,000	Unit 13	1	Susan Tin	\$24,000	Unit 13	1	Susan Tin	\$27,000
Unit 14	1	Donald Nickel	\$23,000	Unit 14	1	Donald Nickel	\$25,000	Unit 14	1	Donald Nickel	\$28,000
Unit 15	1	Karen Cobalt	\$24,000	Unit 15	1	Karen Cobalt	\$26,000	Unit 15	1	Karen Cobalt	\$29,000
Unit 16	1	Steven Manganese	\$25,000	Unit 16	1	Steven Manganese	\$27,000	Unit 16	1	Steven Manganese	\$30,000
Unit 17	1	Nancy Vanadium	\$26,000	Unit 17	1	Nancy Vanadium	\$28,000	Unit 17	1	Nancy Vanadium	\$31,000
Unit 18	1	Christopher Cadmium	\$27,000	Unit 18	1	Christopher Cadmium	\$29,000	Unit 18	1	Christopher Cadmium	\$32,000
Unit 19	1	Michelle Selenium	\$28,000	Unit 19	1	Michelle Selenium	\$30,000	Unit 19	1	Michelle Selenium	\$33,000
Unit 20	1	Gregory Tellurium	\$29,000	Unit 20	1	Gregory Tellurium	\$31,000	Unit 20	1	Gregory Tellurium	\$34,000
Unit 21	1	Heather Bismuth	\$30,000	Unit 21	1	Heather Bismuth	\$32,000	Unit 21	1	Heather Bismuth	\$35,000
Unit 22	1	Timothy Antimony	\$31,000	Unit 22	1	Timothy Antimony	\$33,000	Unit 22	1	Timothy Antimony	\$36,000
Unit 23	1	Angela Arsenic	\$32,000	Unit 23	1	Angela Arsenic	\$34,000	Unit 23	1	Angela Arsenic	\$37,000
Unit 24	1	Jonathan Mercury	\$33,000	Unit 24	1	Jonathan Mercury	\$35,000	Unit 24	1	Jonathan Mercury	\$38,000
Unit 25	1	Stephanie Thallium	\$34,000	Unit 25	1	Stephanie Thallium	\$36,000	Unit 25	1	Stephanie Thallium	\$39,000
Unit 26	1	Benjamin Lead	\$35,000	Unit 26	1	Benjamin Lead	\$37,000	Unit 26	1	Benjamin Lead	\$40,000
Unit 27	1	Rebecca Tin	\$36,000	Unit 27	1	Rebecca Tin	\$38,000	Unit 27	1	Rebecca Tin	\$41,000
Unit 28	1	David Zinc	\$37,000	Unit 28	1	David Zinc	\$39,000	Unit 28	1	David Zinc	\$42,000
Unit 29	1	Michelle Nickel	\$38,000	Unit 29	1	Michelle Nickel	\$40,000	Unit 29	1	Michelle Nickel	\$43,000
Unit 30	1	Christopher Copper	\$39,000	Unit 30	1	Christopher Copper	\$41,000	Unit 30	1	Christopher Copper	\$44,000
Unit 31	1	Heather Silver	\$40,000	Unit 31	1	Heather Silver	\$42,000	Unit 31	1	Heather Silver	\$45,000
Unit 32	1	Timothy Gold	\$41,000	Unit 32	1	Timothy Gold	\$43,000	Unit 32	1	Timothy Gold	\$46,000
Unit 33	1	Angela Iron	\$42,000	Unit 33	1	Angela Iron	\$44,000	Unit 33	1	Angela Iron	\$47,000
Unit 34	1	Jonathan Steel	\$43,000	Unit 34	1	Jonathan Steel	\$45,000	Unit 34	1	Jonathan Steel	\$48,000
Unit 35	1	Stephanie Aluminum	\$44,000	Unit 35	1	Stephanie Aluminum	\$46,000	Unit 35	1	Stephanie Aluminum	\$49,000
Unit 36	1	Benjamin Brass	\$45,000	Unit 36	1	Benjamin Brass	\$47,000	Unit 36	1	Benjamin Brass	\$50,000
Unit 37	1	Rebecca Copper	\$46,000	Unit 37	1	Rebecca Copper	\$48,000	Unit 37	1	Rebecca Copper	\$51,000
Unit 38	1	David Zinc	\$47,000	Unit 38	1	David Zinc	\$49,000	Unit 38	1	David Zinc	\$52,000
Unit 39	1	Michelle Nickel	\$48,000	Unit 39	1	Michelle Nickel	\$50,000	Unit 39	1	Michelle Nickel	\$53,000
Unit 40	1	Christopher Copper	\$49,000	Unit 40	1	Christopher Copper	\$51,000	Unit 40	1	Christopher Copper	\$54,000
Unit 41	1	Heather Silver	\$50,000	Unit 41	1	Heather Silver	\$52,000	Unit 41	1	Heather Silver	\$55,000
Unit 42	1	Timothy Gold	\$51,000	Unit 42	1	Timothy Gold	\$53,000	Unit 42	1	Timothy Gold	\$56,000
Unit 43	1	Angela Iron	\$52,000	Unit 43	1	Angela Iron	\$54,000	Unit 43	1	Angela Iron	\$57,000
Unit 44	1	Jonathan Steel	\$53,000	Unit 44	1	Jonathan Steel	\$55,000	Unit 44	1	Jonathan Steel	\$58,000
Unit 45	1	Stephanie Aluminum	\$54,000	Unit 45	1	Stephanie Aluminum	\$56,000	Unit 45	1	Stephanie Aluminum	\$59,000
Unit 46	1	Benjamin Brass	\$55,000	Unit 46	1	Benjamin Brass	\$57,000	Unit 46	1	Benjamin Brass	\$60,000
Unit 47	1	Rebecca Copper	\$56,000	Unit 47	1	Rebecca Copper	\$58,000	Unit 47	1	Rebecca Copper	\$61,000
Unit 48	1	David Zinc	\$57,000	Unit 48	1	David Zinc	\$59,000	Unit 48	1	David Zinc	\$62,000
Unit 49	1	Michelle Nickel	\$58,000	Unit 49	1	Michelle Nickel	\$60,000	Unit 49	1	Michelle Nickel	\$63,000
Unit 50	1	Christopher Copper	\$59,000	Unit 50	1	Christopher Copper	\$61,000	Unit 50	1	Christopher Copper	\$64,000
Unit 51	1	Heather Silver	\$60,000	Unit 51	1	Heather Silver	\$62,000	Unit 51	1	Heather Silver	\$65,000
Unit 52	1	Timothy Gold	\$61,000	Unit 52	1	Timothy Gold	\$63,000	Unit 52	1	Timothy Gold	\$66,000
Unit 53	1	Angela Iron	\$62,000	Unit 53	1	Angela Iron	\$64,000	Unit 53	1	Angela Iron	\$67,000
Unit 54	1	Jonathan Steel	\$63,000	Unit 54	1	Jonathan Steel	\$65,000	Unit 54	1	Jonathan Steel	\$68,000
Unit 55	1	Stephanie Aluminum	\$64,000	Unit 55	1	Stephanie Aluminum	\$66,000	Unit 55	1	Stephanie Aluminum	\$69,000
Unit 56	1	Benjamin Brass	\$65,000	Unit 56	1	Benjamin Brass	\$67,000	Unit 56	1	Benjamin Brass	\$70,000
Unit 57	1	Rebecca Copper	\$66,000	Unit 57	1	Rebecca Copper	\$68,000	Unit 57	1	Rebecca Copper	\$71,000
Unit 58	1	David Zinc	\$67,000	Unit 58	1	David Zinc	\$69,000	Unit 58	1	David Zinc	\$72,000
Unit 59	1	Michelle Nickel	\$68,000	Unit 59	1	Michelle Nickel	\$70,000	Unit 59	1	Michelle Nickel	\$73,000
Unit 60	1	Christopher Copper	\$69,000	Unit 60	1	Christopher Copper	\$71,000	Unit 60	1	Christopher Copper	\$74,000
Unit 61	1	Heather Silver	\$70,000	Unit 61	1	Heather Silver	\$72,000	Unit 61	1	Heather Silver	\$75,000
Unit 62	1	Timothy Gold	\$71,000	Unit 62	1	Timothy Gold	\$73,000	Unit 62	1	Timothy Gold	\$76,000
Unit 63	1	Angela Iron	\$72,000	Unit 63	1	Angela Iron	\$74,000	Unit 63	1	Angela Iron	\$77,000
Unit 64	1	Jonathan Steel	\$73,000	Unit 64	1	Jonathan Steel	\$75,000	Unit 64	1	Jonathan Steel	\$78,000
Unit 65	1	Stephanie Aluminum	\$74,000	Unit 65	1	Stephanie Aluminum	\$76,000	Unit 65	1	Stephanie Aluminum	\$79,000
Unit 66	1	Benjamin Brass	\$75,000	Unit 66	1	Benjamin Brass	\$77,000	Unit 66	1	Benjamin Brass	\$80,000
Unit 67	1	Rebecca Copper	\$76,000	Unit 67	1	Rebecca Copper	\$78,000	Unit 67	1	Rebecca Copper	\$81,000
Unit 68	1	David Zinc	\$77,000	Unit 68	1	David Zinc	\$79,000	Unit 68	1	David Zinc	\$82,000
Unit 69	1	Michelle Nickel	\$78,000	Unit 69	1	Michelle Nickel	\$80,000	Unit 69	1	Michelle Nickel	\$83,000
Unit 70	1	Christopher Copper	\$79,000	Unit 70	1	Christopher Copper	\$81,000	Unit 70	1	Christopher Copper	\$84,000
Unit 71	1	Heather Silver	\$80,000	Unit 71	1	Heather Silver	\$82,000	Unit 71	1	Heather Silver	\$85,000
Unit 72	1	Timothy Gold	\$81,000	Unit 72	1	Timothy Gold	\$83,000	Unit 72	1	Timothy Gold	\$86,000
Unit 73	1	Angela Iron	\$82,000	Unit 73	1	Angela Iron	\$84,000	Unit 73	1	Angela Iron	\$87,000
Unit 74	1	Jonathan Steel	\$83,000	Unit 74	1	Jonathan Steel	\$85,000	Unit 74	1	Jonathan Steel	\$88,000
Unit 75	1	Stephanie Aluminum	\$84,000	Unit 75	1	Stephanie Aluminum	\$86,000	Unit 75	1	Stephanie Aluminum	\$89,000
Unit 76	1	Benjamin Brass	\$85,000	Unit 76	1	Benjamin Brass	\$87,000	Unit 76	1	Benjamin Brass	\$90,000
Unit 77	1	Rebecca Copper	\$86,000	Unit 77	1	Rebecca Copper	\$88,000	Unit 77	1	Rebecca Copper	\$91,000
Unit 78	1	David Zinc	\$87,000	Unit 78	1	David Zinc	\$89,000	Unit 78	1	David Zinc	\$92,000
Unit 79	1	Michelle Nickel	\$88,000	Unit 79	1	Michelle Nickel	\$90,000	Unit 79	1	Michelle Nickel	\$93,000
Unit 80	1	Christopher Copper	\$89,000	Unit 80	1	Christopher Copper	\$91,000	Unit 80	1	Christopher Copper	\$94,000
Unit 81	1	Heather Silver	\$90,000	Unit 81	1	Heather Silver	\$92,000	Unit 81	1	Heather Silver	\$95,000
Unit 82	1	Timothy Gold	\$91,000	Unit 82	1	Timothy Gold	\$93,000	Unit 82	1	Timothy Gold	\$96,000
Unit 83	1	Angela Iron	\$92,000	Unit 83	1	Angela Iron	\$94,000	Unit 83	1	Angela Iron	\$97,000
Unit 84	1	Jonathan Steel	\$93,000	Unit 84	1	Jonathan Steel	\$95,000	Unit 84	1	Jonathan Steel	\$98,000
Unit 85	1	Stephanie Aluminum	\$94,000	Unit 85	1	Stephanie Aluminum	\$96,000	Unit 85	1	Stephanie Aluminum	\$99,000
Unit 86	1	Benjamin Brass	\$95,000	Unit 86	1	Benjamin Brass	\$97,000	Unit 86	1	Benjamin Brass	\$100,000
Unit 87	1	Rebecca Copper	\$96,000	Unit 87	1	Rebecca Copper	\$98,000	Unit 87	1	Rebecca Copper	\$101,000
Unit 88	1	David Zinc	\$97,000	Unit 88	1	David Zinc	\$99,000	Unit 88	1	David Zinc	\$102,000
Unit 89	1	Michelle Nickel	\$98,000	Unit 89	1	Michelle Nickel	\$100,000	Unit 89	1	Michelle Nickel	\$103,000
Unit 90	1	Christopher Copper	\$99,000	Unit 90	1	Christopher Copper	\$101,000	Unit 90	1	Christopher Copper	\$104,000
Unit 91	1	Heather Silver	\$100,000	Unit 91	1	Heather Silver	\$102,000	Unit 91	1	Heather Silver	\$105,000
Unit 92	1	Timothy Gold	\$101,000	Unit 92	1	Timothy Gold	\$103,000	Unit 92	1	Timothy Gold	\$106,000
Unit 93	1	Angela Iron	\$102,000	Unit 93	1	Angela Iron	\$104,000	Unit 93	1	Angela Iron	\$107,000
Unit 94	1	Jonathan Steel	\$103,000	Unit 94	1	Jonathan Steel	\$105,000	Unit 94	1	Jonathan Steel	\$108,000
Unit 95	1	Stephanie Aluminum	\$104,000	Unit 95	1	Stephanie Aluminum	\$106,000	Unit 95	1	Stephanie Aluminum	\$109,000
Unit 96	1	Benjamin Brass	\$105,000	Unit 96	1	Benjamin Brass	\$107,000	Unit 96	1	Benjamin Brass	\$110,000
Unit 97	1	Rebecca Copper	\$106,000	Unit 97	1	Rebecca Copper	\$108,000	Unit 97	1	Rebecca Copper	\$111,000
Unit 98	1	David Zinc	\$107,000	Unit 98	1	David Zinc	\$109,000	Unit 98	1	David Zinc	\$112,000
Unit 99	1	Michelle Nickel	\$108,000	Unit 99	1	Michelle Nickel	\$110,000	Unit 99	1	Michelle Nickel	\$113,000
Unit 100	1	Christopher Copper	\$109,000	Unit 100	1	Christopher Copper	\$111,000	Unit 100	1	Christopher Copper	\$114,000

NOTES



LOT	BLK	AREA (sq.)	NOTES
13a	8	0.22	NOT IN OPEN SPACE
14a	12	0.83	NOT IN OPEN SPACE
18a	17	0.38	NOT IN OPEN SPACE
19a	1	0.66	NOT IN OPEN SPACE, BARRIAGE
21a	1	0.60	NOT IN OPEN SPACE, BARRIAGE
22a	1	0.60	NOT IN OPEN SPACE, BARRIAGE

* ALL OPEN SPACE LOTS SHALL BE REMAINED OPEN AND UNBUILT AT THE CLOSE OF THE OFFER PERIOD.

LAND USE SENSITIVITY TABLE		
SOIL TYPE CATEGORY	TO LBS	WATER
SOIL TYPE CATEGORY	5	2.00
WATER		
WATER	0.0	0.00
WATER	0.0	0.00
WATER	2.00	0.00
WATER	2.00	0.00

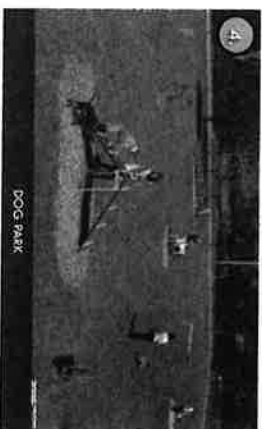
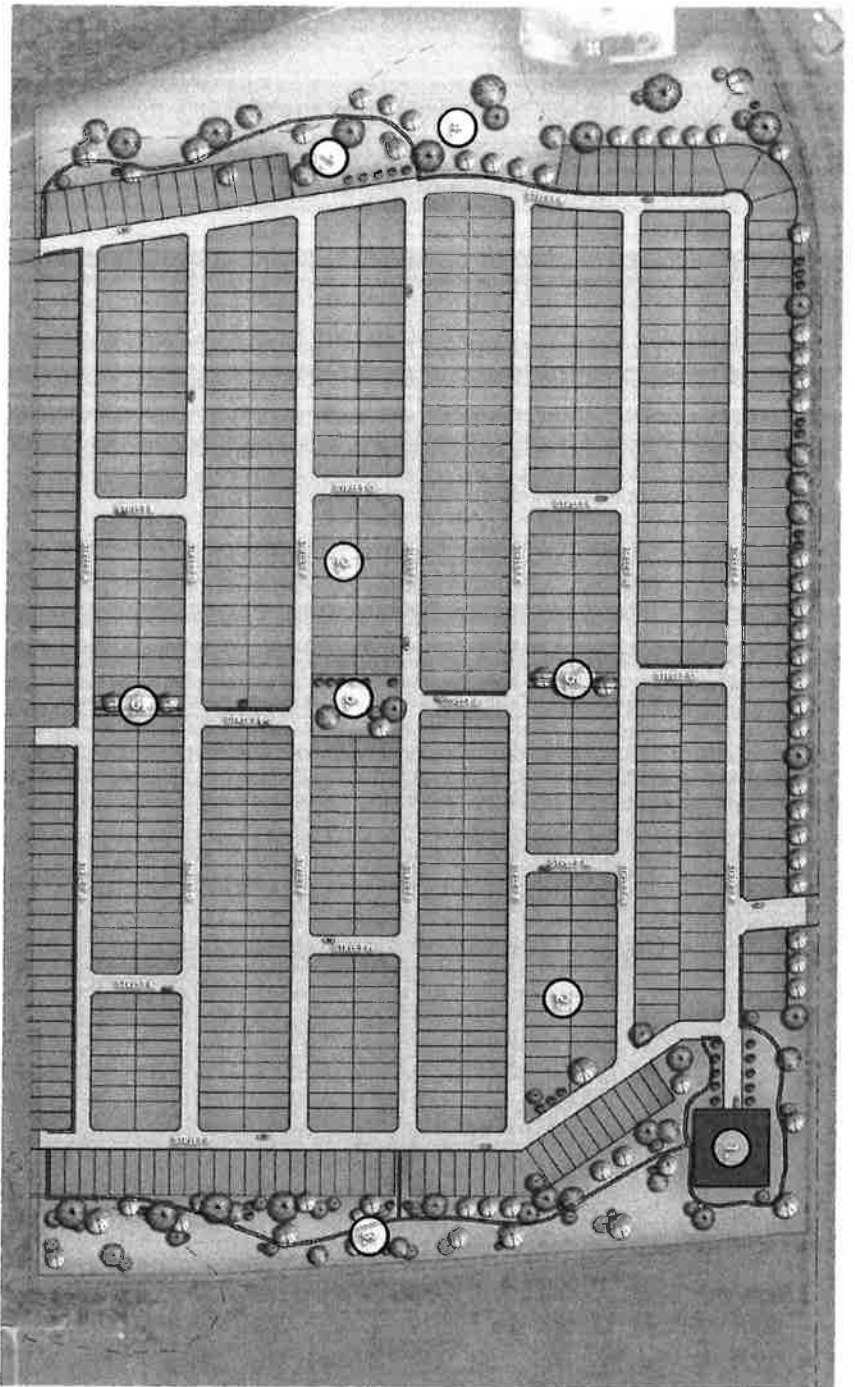
POPULATION DENSITIES	
PROJECT AREA	06.00 Acres
EST. POP. DENS. (770 DENS. PERSONS/AC.)	4.60 DENS./AC.
POPULATION	350 PERSONS
	770 DENS. = 350 PERSONS/AC. = 4.60 PERSONS/AC.

LOT SIZE AVERAGES	
APPROX. LOT SIZE (SQ. FT.)	3,600 SQ. FT.
APPROX. LOT SIZE (AC. @ 43,560 SQ. FT./AC.)	0.082 AC.
APPROX. LOT SIZE (AC. @ 43,560 SQ. FT./AC.)	0.075 AC.

EAGLE GLEN NORTH
A PRELIMINARY PLAT FOR
150.00 ACRES SITUATED IN THE ANDREW SPIVAK
SURVEY, ABSTRACT 770, JOHNSON COUNTY,
TEXAS

ALVARADO, TEXAS
May 6, 2021

OWNER	DEVELOPER	ENGINEER/SL/VECTOR
375 AL WILSON LLC 4800 ALVIN RD. SUITE 100 DALLAS, TX 75244 817-402-1747 CONTACT: BRIE HORN BELLARD	JANZ DEVELOPMENT, L.P. ALVIN RD. WILSON AND WELLS DOWNTOWN, TEXAS 75201 888-605-1949	EDGE HILL AND PETERS INC. 5117 E. PROGRESSOR RD. SUITE 100 FORT WORTH, TEXAS 76117 (817) 338-5773 CONTACT: SUMNER P. RYAN, P.E.



RESIDENTIAL LAYOUT

ALVARADO, TEXAS



EAGLE GLEN NORTH

PD DEVELOPMENT STANDARDS

- I. Purpose and Intent. The purpose of this Planned Development district is to allow for the development of the Eagle Glen North residential community.
- II. Permitted Uses.
 - a. Uses are permitted in accordance with Section 42-22 of the Zoning Ordinance.
 - b. Model homes associated with the sale of single family residences are permitted on the Property until all single family residences are occupied. Temporary sales offices (ie. Trailers) are allowed only until model homes are built and certificate of occupancy is issued.
- III. Single Family uses.
 - a. For purposes of applying provisions in the Zoning Ordinance, single family uses shall be considered to be in a Single Family SF-2 District.
 - b. This Section III shall apply to all single family uses, as well as temporary model homes except as noted in the PD ordinance.
 - c. Permitted uses shall be as defined in Section 42-22 of the Zoning Ordinance.
 - d. Area and height Regulations.
 - i. See Table 1 for area and height regulations.
- IV. Landscaping. See Section 42-839 of the Zoning Ordinance.
- V. Planned Development District Design Standards. All of the standards associated with Section 42-22 (SF-2 Single-Family Residential District) shall apply except as amended herein (Table 1).

TABLE 1
AREA, SETBACK, HEIGHT AND COVERAGE REGULATIONS

Zoning District	Min. Lot Area	Min. Lot Width	Min. Lot Depth	Front Setback	Side Setback*	Rear Setback	Height Limit	Max. Ground Coverage**	Min. Principal Dwelling Size	Max. Density
	(Square Feet)	(at front building line ft.)	(average linear feet)	(Linear feet)	(Linear feet)	(Linear Feet)	(linear feet)	(% of Lot)	(square feet)	DU/Acre
SF-2	4,200	40	105	20	5/10	10	35	50/55	1,500 SF	6.0

* The first number in the column is the required setback for a side yard not abutting a street; the second number is the required setback for a side yard abutting a residential street.

** The first number in the column refers to coverage by primary buildings; the second number refers to coverage by all buildings.

This chart is not complete for all districts and uses. See district regulations (article III of this chapter) for additional regulations.

- VI. Development Plan. Development of the Property shall comply with the attached as Exhibit "B" to this Ordinance. Inclusion of the Development Plan to this ordinance shall satisfy sections 42-35 of the Zoning Ordinance. The residential layout contained in the Development Plan may be amended through the preliminary and final plat process without the need to amend this Ordinance.
- VII. Amendments to the Planned Development Ordinance. If the City receives an application to rezone only a portion of the Property, the City shall consider the rezoning request for that portion and shall leave the zoning for the remainder of the Property unchanged.
- VIII. Timing of Certain Improvements.
- Construction permits for site improvements may be issued prior to formal plan approval at the discretion of the City Manager.
 - Model homes may be constructed prior to City acceptance of improvements upon approval of the City Manager.

ORDINANCE NO.

AN ORDINANCE OF THE CITY OF ALVARADO, TEXAS, REZONING PROPERTY KNOWN AS 32.1062 ACRES OUT OF THE ANDREW SPIVA SURVEY, ABSTRACT NUMBER 770, TRACT NO. 22A, CITY OF ALVARADO, JOHNSON COUNTY, TEXAS FROM AN "M-1" (MANUFACTURING) TO A "PD" (PLANNED DEVELOPMENT) ZONING DISTRICT; 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 10 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 15 days before such hearing; and

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

WHEREAS, The City Council is of the opinion that the zone 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 by rezoning 32.1062 acres out of the Andrew Spiva Survey, Abstract Number 770, Tract No. 22A, City of Alvarado, Johnson County, Texas from a "M-1" (Manufacturing) zoning district to a "PD" (Planned Development) zoning district.

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 3. It is hereby declared to be the intention of the City Council that the phrases, clauses, sentences, paragraphs and sections of this ordinance are severable, and if any phrase, clause, sentence, paragraph or section of this ordinance shall be declared unconstitutional by the valid judgment or decree of any court of

competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs and section of this ordinance, since the same would have been enacted by the City Council without the incorporation in this ordinance of any such unconstitutional phrase, clause, sentence, paragraph or section.

SECTION 4. Any person, firm or corporation 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 5. 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 in the official newspaper of the City, as authorized by Section 52.011 of the Local Government Code.

SECTION 6. 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 20th day of September, 2021 by a vote of ____ to ____.

ATTEST:

CITY OF ALVARADO

Debbie Thomas, City Secretary

By: _____
Jacob Wheat, Mayor Pro Tem

CITY OF ALVARADO

APPLICATION FOR PLATTING CHANGES

Office Use Only
All necessary
information has
been submitted.
Date: _____

Plat change is: Preliminary / Final / Combo / Replat

Clerk: _____

DATE: 5/5/2021 CLERK: _____ FEE: _____ CASE NO: _____

NAME OF APPLICANT: Jabez Development, L.P. PH: (812)881-1458

MAILING ADDRESS: 1038 Texan Trail Grapevine, TX 76051

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

circle one

NAME OF OWNER: 275 Alvarado LLC PH: (817) 808-7767

MAILING ADDRESS: 11701 South Freeway, Burleson, TX 76028

STREET ADDRESS OF PROPERTY: N/A

LEGAL DESCRIPTION: A tract of land situated in the Andrew Spiva Survey, Abstract No. 770 City of Alvarado, Johnson County, TX

ACREAGE: 150+/- PRESENT USE: Undeveloped

PROPOSED USE OF PROPERTY: Single Family Residential

USAGE OF ADJACENT PROPERTY NORTH: C-2

SOUTH: PD - Residential

EAST: Outside City Limits - Undeveloped

WEST: SF-2

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: [Signature]

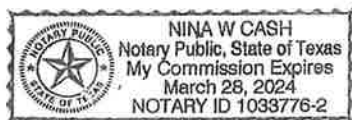
The undersigned hereby, on oath, states that he or she is the record owner of the property for which this application is made.

OWNER: [Signature]

SWORN TO AND SUBSCRIBED before me this 6 day of May, 2021, by the person whose signature appears directly above.

[Signature]

<Seal>



Notary Public in and for The State of Texas.

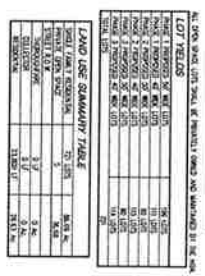
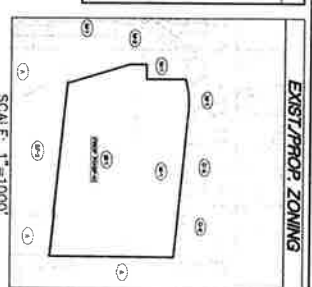
My Commission expires March 28, 2024

[illegible]

SCALE: 1"=100'

EXIST. PROP. ZONING

NEW BUILDING



Zoning Exhibit "g"
EAGLE GLEN NORTH
150.00 ACRES SITUATED IN THE ANDREW SPIVA
SURVEY, ABSTRACT #770, JOHNSON COUNTY,
TEXAS

ALVARADO, TEXAS
May 6, 2021

OWNER
275 WILKINS LITE
4800 ALPHA RD. SUITE 100
DULLES, VA 22044
817-506-7761
CONTACT: MR. JOHN WILSON

DEVELOPER
JACOB DEVELOPMENT LP
ATTN: MR. ANDREW MURPHY
SPOFFORD, TEXAS 75081
866-405-1949

ENGINEER/SURVEYOR
TERESA HALL AND PERSONS, INC.
2515 A. RICHES RD. SUITE 100
FREDERICK, TEXAS 75061
(817) 312-1100
CONTACT: SHARLA P. KNOX, P.E.

67

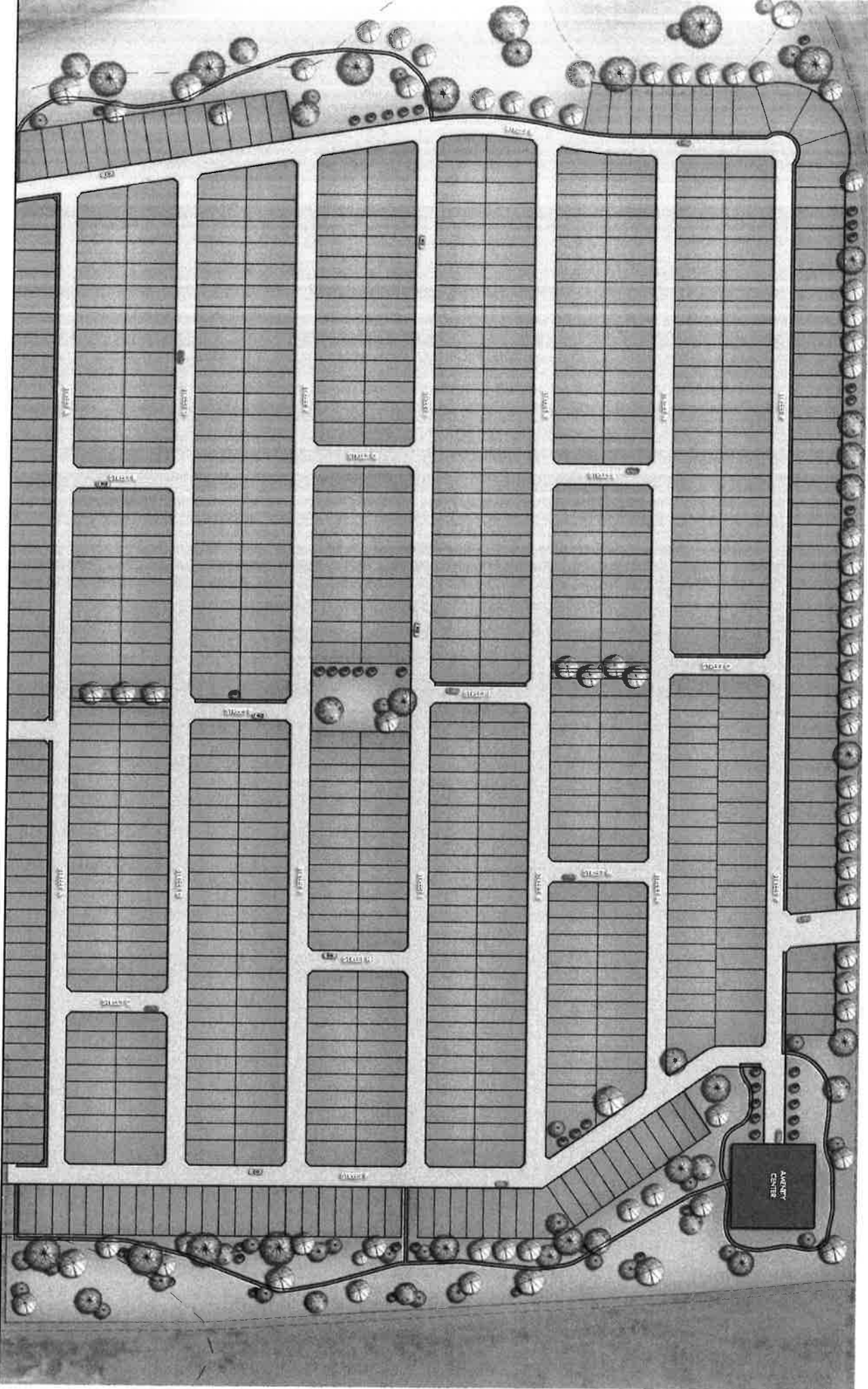
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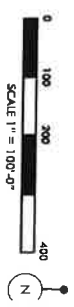
RESIDENTIAL LAYOUT

ALVARADO, TEXAS





RESIDENTIAL LAYOUT
ALVARADO, TEXAS



ROW DESIGNATION	
REGISTRATION ROW	76.03 M
SIDE ROW	76.83 M
DATA TO BE RECORDED (AREA FROM ROW 1)	DATA

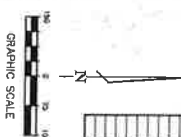
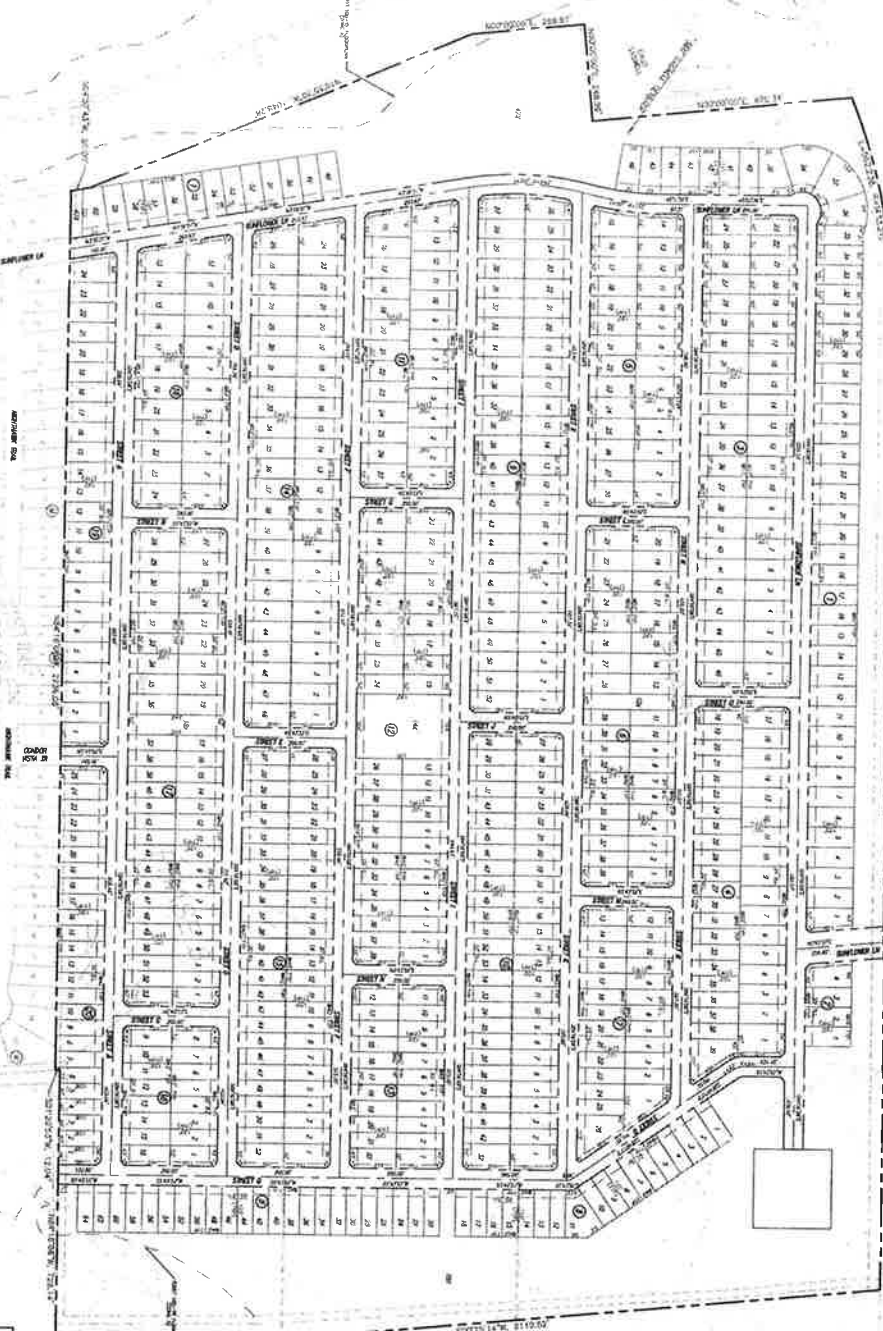
LEGEND

PHASING ARE

VICINITY MAP



EXIST/PROP. ZONING

[illegible]

NOTES

1. BE LANE DETAIL POINT IS LOCATED AT ARLANDSO CITY LIMITS
2. RIDE OF HIGHWAY 45 LOCATED IN JOHNSON COUNTY
3. WATER AND SANITARY SEWER IS MONROE BY CITY OF ARLANDSO
4. IMPROVED ALLIGATOR DRIVE IS 20 FEET WIDE WITH
5. PROPOSED STREET R&GS ARE 50' UNLESS OTHERWISE NOTED

PRIVATE OPERATING UNITS				
UNIT	BLACK	WHITE	NR	
24	6	0.22		GR. UT - GR. SPAC
14a	12	0.90		GR. UT - GR. SPAC
14b	17	0.23		GR. UT - GR. SPAC
16a	1	15.68		GR. UT - GR. SPAC, BRACK
16b	1	15.68		GR. UT - GR. SPAC, BRACK
43a	1	16.40		GR. UT - GR. SPAC, BRACK

SOIL TYPE & ELEVATION	THICKNESS	AREA
GRAVELLY SAND	3	5.00
CLAY & SILT		5.00
GRAVELLY SAND	5.0	5.00
CLAY & SILT	5.0	5.00
GRAVELLY SAND	2.0000	5.00
CLAY & SILT	5.00	5.00

POPULATION DENSITIES	
PROJECT AREA	16,650 sq mi
STATE POP DENS (1970) 100,000 sq mi	4.66 persons
POPULATION DENS	79 persons x 1,000 sq mi / 4,291 = 18.4 persons

LOT SIZE AVERAGES		
REARAGE (FT) 125	125	3,000 ±
SHALL (FT) 100	100	4,500 ±
WIDE (FT) 100	100	4,500 ±
AREA (SQ FT) 12,500	12,500	14,000 ±

EAGLE GLEN NORTH
150.00 ACRES SITUATED IN THE ANDREW SPIVA
SURVEY, ABSTRACT#770, JOHNSON COUNTY,
TEXAS

ALVARADO, TEXAS
May 6, 2021

CONTRACTS
275 ALYWOOD LLC
4800 ALYDA RD. SUITE 100
DALLAS, TX 75244
817-388-7257
CONTACT: MR. DON NELSON

ENGINEERING
JASZ DEVELOPMENT, L.P.
AT&T BLDG. NELSON INTERNL.
CORPORATE, JASZ 36001
866-409-1919

ENGINEERS/ARCHITECTS
EDWARDS MULL AND ASSOCIATES, INC.
SUITE 100 ANDERSON DR. SUITE 100
PORT WORTH, TEXAS 76137
(817) 338-5773
CONTACT: SARA L. P. KNIGHT, P.E.



ALVARADO, TEXAS