**ALVARADO CITY COUNCIL AGENDA**
**REGULAR - JUNE 15, 2026 - 6:30 PM**
**CITY COUNCIL CHAMBERS - 104 W COLLEGE AVE.**
**ALVARADO, TEXAS 76009**

## CALL TO ORDER

Roll Call

## INVOCATION

## PLEDGE OF ALLEGIANCE

## CITIZEN PARTICIPATION AND PUBLIC INPUT

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

## COUNCIL COMMENTS

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

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

## INTRODUCTION OF NEW EMPLOYEES

## PRESENTATIONS

1. Vac Truck Presentation (Harris)

## MAYOR'S UPDATE

2. Alvarado Infrastructure Update

## CONSENT AGENDA

3. Second Reading of Resolution No. R2026-0033; A Resolution of the City of Alvarado, Texas, authorizing the Alvarado Economic Development Corporation to negotiate and execute an Economic Development Agreement with Los Jarritos, Inc (DBA Alvarado Wings and Burgers) for a restaurant located at 200 US-67, Alvarado, Texas 76009; establishing that this project is

a storefront improvement initiative; and providing an effective date. (Cromer)

4. Second Reading of Resolution No. R2026-0034; A Resolution of the City of Alvarado, Texas, approving the revised Alvarado Food Truck Incubator Program; and providing an effective date. (Cromer)
5. Resolution No. R2026-0036; A Resolution of the City Council of the City of Alvarado, Texas, authorizing city participation in the Sourcewell Cooperative Purchasing Program, and authorizing the City Manager to Execute the Participation Agreement and all necessary documents; providing an effective date. (Tucker)
6. Resolution No. R2026-0037; A Resolution of the City Council of the City of Alvarado, Texas, authorizing City Participation in the Interlocal Purchasing System (TIPS) Program offered by Region VIII Education Service Center, authorizing the City Manager to execute all necessary documents, and designating a primary contact for the City; providing an effective date. (Tucker)
7. May 12, 2026, Special City Council Meeting Minutes. (Taylor)
8. May 18, 2026, Regular City Council Minutes. (Taylor)

**NEW BUSINESS**

9. Public hearing, consideration, and action on Ordinance No. 2026-0012; An Ordinance of the City Of Alvarado, Texas, approving an ordinance annexing by voluntary petition approximately 215 acres, more or less, of land located in the Extraterritorial Jurisdiction of the City of Alvarado, Johnson County, Texas; situated in the R. Bell Survey, Abstract No. 44, J. Bell Survey, Abstract No. 46, T. Stephens Survey, Abstract No. 778, A. Powers Survey, Abstract No. 686, and a. Kimbell Survey, Abstract 46, commonly known as 1303 S. Parkway Drive, as requested by L. Wayne Powell; providing for the annexation into the City of Alvarado said property for all municipal purposes; extending the boundary limits of the City to include the described property in the City limits; and granting to all the inhabitants of said property all the rights and privileges of other citizens and binding said inhabitants by all of the acts, ordinances, resolutions, and regulations of the City; providing for amendment to the official map; directing the City secretary to file copy with county clerk and appraisal district; providing that this ordinance shall be cumulative of all ordinances; providing a severability clause; and providing an effective date. (Chambers Creek Annexation) (French)
10. Public hearing, consideration and action on Ordinance No. 2026-0013, An Ordinance of the City of Alvarado, Texas, Rezoning from Agricultural (A) District to Planned Development (Pd) District for Garden Home (GN) District and Single Family Residential (Sf-2) District uses with Deviations and Development Plan approval on approximately 188.62 acres known as land in the R. Bell Survey, A-44, the J. Bell Survey, A-46, the T. Stephens Survey, A-778, and the A. Powers Survey, A-686; Rezoning from Agricultural (A) District to Floodplain & Nature (FN) District on approximately 26.1 acres known as land in the A. Kimbell Survey, A-479, and the J. Bell Survey, A-46; and Rezoning from Agricultural (A) District with a portion in the Floodplain (FP) Overlay District to Regional Mixed Use(RMU) District on approximately 13.29 acres known as land in the A. Kimball Survey, A-479, and the J. Bell Survey, A-46, all approximately addressed at 1303 S. Parkway Drive, in The City of Alvarado, Johnson County, Texas; Providing that this ordinance shall be cumulative of all ordinances; Providing a severability clause; Providing for publication in the Official Newspaper; and Providing an effective date. (Chambers Creek Rezone) (French)
11. Consideration and action on the application of C.J. Hitch with Kimley-Horn on behalf of DRB Group represented by Brenden Alves for approval of the Agave Trail Addition Phase 1a final plat on approximately 32.222 acres known as a portion of Tract 6 in the J.M. Ross Survey, A-737, approximately addressed at 1400 N. Cummings Drive. (French)

12. Consideration and adoption of the City of Alvarado Hotel Occupancy Tax (HOT) Fund Program Policy to establish guidelines and eligibility requirements for Ad Hoc Community Events. (Suber)
13. Discussion regarding the City of Alvarado Parkway Park basketball court project and to receive direction from City Council regarding placement of the court. (Tucker)
14. First Reading Resolution 2026-0037; A Resolution of the City of Alvarado, Texas, approving an Amended Performance Agreement between the Alvarado Economic Development Corporation and Lambert & Green, LLC, for property improvements and redevelopment of 105 S. Friou Street in Historic Downtown Alvarado. (Cromer)
15. Consider and take possible action on appointments to the following City boards and Commissions, based on recommendations from the Alvarado Boards and Commissions Recommendation Committee: (Wheat, Thomas, Short)

    1. Alvarado Economic Development Corporation
        - Places 2, 4, and 6
    2. Alvarado Planning and Zoning Commission
        - Places 2, and 4
        - Place 6, Alternate
        - Place 3, unexpired 1-year term
    3. Alvarado Library Advisory Board
        - Places 2, 4, and 6
        - Place 3, unexpired 1-year term

**EXECUTIVE SESSION**

16. Pursuant to Section 551.071 Texas Government Code - consultation with the City's attorneys to seek advice on the following matters:

    - Any item on the agenda
    - Negotiations and potential eminent domain action for the acquisition of real property for construction and maintenance of the North Baugh Street Extension Project to serve existing and new development in the City and for other public purposes permitted by law.

17. Pursuant to Section 551.072 Texas Government Code - Deliberation Regarding Real Property; A governmental body may conduct a closed meeting to deliberate the purchase, exchange, lease, or value of real property if deliberation in an open meeting would have a detrimental effect on the position of the governmental body in negotiations with a third person.

    - Project Orange C-7 (Cromer)
    - Deliberation regarding the purchase, exchange, lease, or value of real property to be acquired for construction and maintenance of the North Baugh Street Extension Project to serve existing and new development in the City and for other public purposes permitted by law.

18. Pursuant to Section 551.087 Texas Government Code - Deliberation Regarding Economic Development Negotiations. To discuss or deliberate regarding commercial or financial

information that the governmental body has received from a business prospect that the governmental body seeks to have locate, stay, or expand in or near the territory of the governmental body and with which the governmental body is conducting economic development negotiations; or to deliberate the offer of a financial or other incentive to a business prospect described by Subdivision (1).

- Project Inspire (Cromer)

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

19. Consider the use of eminent domain to condemn property and consider Resolution No. R2026-0040 authorizing the filing of eminent domain proceedings for the purpose of obtaining the necessary real property interests for construction and maintenance of the North Baugh Street Extension Project to serve existing and new development in the City and for other public purposes permitted by law. (DeBuff)

**ADJOURNMENT**

I, the undersigned authority, do hereby certify that the above Agenda was posted on the bulletin board in the City Hall of the City of Alvarado, Texas, a place convenient and readily accessible to the general public at all times, and said Agenda was posted on June 9, 2026, and remained so posted continuously for three (3) business days prior to the date of the meeting.



Bobbie Jo Taylor, TRMC, MMC
City Secretary

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

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

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

A quorum of the Alvarado Planning and Zoning Commission, Alvarado Economic Development Corporation, Alvarado Board of Adjustment, Alvarado Parks and Recreation Advisory Board, Alvarado Library Advisory Board, or Alvarado Animal Control Advisory Board may be present at this Alvarado City Council meeting. While members of these boards may attend and participate in discussion, no action will be taken by any board listed above.

**ACCESSIBILITY STATEMENT**
The Alvarado City Hall and Council Chamber are wheelchair accessible. The exit and parking ramps are located in the front of the building. Persons with disabilities who plan to attend this meeting and who may need auxiliary aids or services such as interpreters for persons who are deaf or hearing impaired, readers, or large print, are requested to contact the City Secretary's Office at 817-790-3351, FAX: 817-783-7925, e-mail: taylorb@cityofalvarado.org Please call at least two (2) working days prior to the meeting so that appropriate arrangements can be made.

**NON-DISCRIMINATION STATEMENT** The City of Alvarado does not discriminate on the basis of race, color, national origin, sex, religion, or disability in the employment or the provision of services.

**City Council Management Report**
**Meeting Date**: 6/15/2026
**Contact**: Jacob Wheat, Mayor

**AGENDA ITEM:**
Alvarado Infrastructure Update

**BACKGROUND & FINDINGS:**

**FINANCIAL IMPACT:**

**RECOMMENDATION:**

**MANAGEMENT REVIEW:**
Paul DeBuff, City Manager

**ATTACHMENTS:**
None

**City Council Management Report**
**Meeting Date**: 6/15/2026
**Contact**: Hillary Cromer, Director of Economic Development

**AGENDA ITEM:**
Second Reading of Resolution No. R2026-0033; A Resolution of the City of Alvarado, Texas, authorizing the Alvarado Economic Development Corporation to negotiate and execute an Economic Development Agreement with Los Jarritos, Inc (DBA Alvarado Wings and Burgers) for a restaurant located at 200 US-67, Alvarado, Texas 76009; establishing that this project is a storefront improvement initiative; and providing an effective date. (Cromer)

**BACKGROUND & FINDINGS:**

Los Jarritos, Inc., doing business as Alvarado Wings and Burgers, has proposed opening a new restaurant at 200 US-67. The project involves the renovation and enhancement of an existing vacant restaurant space, with a focus on improving curb appeal, site functionality, and overall customer experience.

The Alvarado Economic Development Corporation (AEDC) Board of Directors reviewed and approved this project at its April 13, 2026 meeting, determining that it qualifies as a storefront improvement initiative consistent with the goals of the AEDC and Chapter 505 of the Texas Local Government Code. The proposed improvements include, but are not limited to:

- Interior and exterior painting of the building
- Parking lot repairs, overlay, and striping
- Installation of two business signs (subject to AEDC approval)
- Outdoor seating enhancements, including picnic tables, umbrellas, and lighting

These enhancements are intended to revitalize a currently underutilized commercial property, improve visual quality along a major corridor, and support increased economic activity through new restaurant operations.

The agreement includes a requirement that the business complete improvements within 120 days, remain operational for a minimum of five (5) years, and remain current on all taxes and obligations. Failure to meet these conditions may result in repayment of grant funds.

This project supports the City's ongoing efforts to encourage reinvestment in existing properties, enhance commercial corridors, and promote small business development.

The resolution and associated agreement have been prepared in accordance with the Texas Local Government Code, including Chapters 501–505 governing Type B economic development corporations. The City Council must authorize the project by resolution prior to execution of the agreement and expenditure of AEDC funds.

**FINANCIAL IMPACT:**

The AEDC has approved a reimbursement grant in an amount not to exceed $15,000, to be paid upon completion of eligible improvements and submission of proper documentation. Funding for this project is available within the current AEDC budget.

**RECOMMENDATION:**
The EDC Board and Staff recommend approving Resolution No. R2026-0033.

**MANAGEMENT REVIEW:**
Paul DeBuff, City Manager

**ATTACHMENTS:**
1. Resolution R2026-0033 Project Ember
2. Draft Agreement Project Ember

**RESOLUTION NO. 2026-0033**

**A RESOLUTION OF THE CITY OF ALVARADO, TEXAS, AUTHORIZING THE ALVARADO ECONOMIC DEVELOPMENT CORPORATION TO NEGOTIATE AND EXECUTE AN ECONOMIC DEVELOPMENT AGREEMENT WITH LOS JARRITOS, INC. (DBA ALVARADO WINGS AND BURGERS) FOR A RESTAURANT AT 200 US-67, ALVARADO, TEXAS 76009; ESTABLISHING THAT THIS PROJECT IS A STOREFRONT IMPROVEMENT INITIATIVE; AND PROVIDING AN EFFECTIVE DATE.**

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

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

**WHEREAS**, Los Jarritos, Inc., DBA Alvarado Wings and Burgers ("Alvarado Wings and Burgers") has proposed opening a restaurant, Alvarado Wings & Burgers at 200 US-67, Alvarado, Texas 76009 (the "Project"); and

**WHEREAS**, the AEDC Board of Directors, at its special meeting on April 13, 2026, determined that this Project constitutes storefront enhancement effort that will enhance the City and contribute to local sales tax revenue; and

**WHEREAS**, the AEDC Board approved an allocation of economic development funds to assist with enhancing the curb appeal and overall site functionality, finding the Project to be consistent with the goals set forth under Texas Local Government Code Chapter 505; and

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

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

**SECTION 1.**

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

**SECTION 2.**

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

**SECTION 3.**

The Project is hereby designated as a Storefront Improvement Initiative, intended to stimulate economic activity and build a new restaurant in the downtown area.

**SECTION 4.**

This Resolution shall take effect immediately upon its passage.

**PASSED AND APPROVED ON FIRST READING THIS THE ___ DAY OF _____, 2026.**

**PASSED AND APPROVED ON SECOND READING THIS THE ___ DAY OF _____, 2026.**

_____
Jacob Wheat, Mayor

ATTEST:

_____
Bobbie Jo Taylor, City Secretary

**ECONOMIC DEVELOPMENT**
**REIMBURSEMENT GRANT AGREEMENT**

This Economic Development Reimbursement Grant Agreement (this "Agreement") is made and entered into on this the ____ day of _____, 2026 (the "Effective Date"), by and between the Economic Development Corporation of the City of Alvarado, Texas, (the "AEDC") a Texas municipal corporation of the City of Alvarado, Texas, and Los Jarritos, Inc. (DBA Alvarado Wings & Burgers) (the "Company"). The Company and the AEDC are herein individually referred to as a "Party," and collectively, the "Parties," acting by and through their respective authorized officers.

**WHEREAS**, the Company intends to open its restaurant, Alvarado Wings & Burgers (the "Project"), at 200 US-67, Alvarado, Texas 76009 (the "Property"); and

**WHEREAS**, the Company has advised the AEDC that a contributing factor that would induce the Company to operate its restaurant on the Property would be an agreement by the AEDC to provide an economic development grant to the Company as set forth herein; and

**WHEREAS**, promoting the renovations and operation of new business enterprises within the City's corporate limits will promote economic development, stimulate commercial activity, generate additional sales tax, and enhance the City's property tax base and economic vitality; and

**WHEREAS**, the Development Corporation Act, Chapters 501-505 of the Texas Local Government Code, as amended (the "Act"), authorizes the AEDC to provide funds for projects, including expenditures for infrastructure suitable for new or expanded business enterprises; and

**WHEREAS**, the AEDC has determined, under Section 505.158 of the Texas Local Government Code, that the grants to be made herein are expenditures required or suitable and necessary to promote or develop new or expanded business enterprises and constitute a "project," as that term is defined in that Section and the Act; and

**NOW, THEREFORE**, in consideration of the foregoing, and on the terms and conditions hereinafter set forth, and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

## I. TERM, TERMINATION, OFFSET, AND REPAYMENT

(a) Term and Termination. The term of this Agreement shall commence on the Effective Date, and shall automatically terminate upon the expiration of five (5) years from the Effective Date, unless sooner terminated upon the occurrence of any one or more of the following:

i. upon the mutual written agreement of the Parties:

ii. on the date of termination set forth in a written notice provided by a Party to the other Parties in the event the other Party breaches any of the terms or conditions of this Agreement, and such breach is not cured on or before the thirtieth (30th) day after the non-

breaching Party sends written notice to the breaching Party of such breach;

iii. upon written notice by the AEDC, if any Impositions owed to the City of Alvarado, the State of Texas, or the federal government by the Company shall have become delinquent (provided, however, the Company retains the right to timely and properly protest and contest any such taxes or Impositions). "Impositions" as used in this Agreement mean all taxes, assessments, use and occupancy taxes, charges, excises, license and permit fees, and other charges by public or governmental authority, general and special, ordinary and extraordinary, foreseen and unforeseen, which are or may be assessed, charged, levied, or imposed by any public or governmental authority on the Company, officials of the Company, or any property or any business owned by the Company or officials of the Company within the City; or

iv. upon written notice by the AEDC, if the Company suffers an event of Bankruptcy or Insolvency. "Bankruptcy or Insolvency" as used in this Agreement means the dissolution or termination of a party's existence as a going business, insolvency, appointment of receiver for any part of such party's property and such appointment is not terminated within ninety (90) days after such appointment is initially made, any general assignment for the benefit of creditors, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against such party and such proceeding is not dismissed within ninety (90) days after the filing thereof.

(b) Offset. Company shall not allow the ad valorem taxes owed to the City on any property owned by Company and located within the City to become delinquent beyond the last day ad valorem taxes can be paid without assessment of penalty. The AEDC may, at its option, and after delivering written notice to Company of its intent to do so, increase any amounts due and payable to the AEDC under this Agreement to recover any delinquent debt (including taxes) lawfully due to the City, regardless of whether or not the debt due to the City has been reduced to judgment by a court.

(c) Repayment. In the event this Agreement is terminated by City pursuant to Section 1(a) ii, iii, or iv, the Company shall immediately refund to the AEDC Three Thousand and no/Dollars ($3,000) for each year of the five (5) years that it does not remain open, plus interest at the rate of interest periodically announced by the Wall Street Journal as the prime or base commercial lending rate, or if the Wall Street Journal shall ever cease to exist or cease to announce a prime or base lending rate, then at the annual rate of interest from time to time announced by Citibank, N.A. (or by any other New York money center bank selected by City) as its prime or base commercial lending rate from the date on which the grant is paid by the AEDC until the grant is refunded by the Company. The repayment obligation of the Company set forth in this Section shall survive termination.

(d) Upon termination of this Agreement, the AEDC and the Company shall have no further obligation hereunder other than any obligations which have accrued prior to such termination.

## II. COMPANY OBLIGATIONS

In consideration of the AEDC agreeing to pay the Company the grant contemplated herein in accordance with the terms, provisions, and conditions of this Agreement, the Company agrees to the following, which are not obligations of the Company, but are conditions that must be fulfilled in order to receive the grant:

(a) The Company shall annually provide proof satisfactory to the AEDC that it is current and paid on all Impositions, subject to appeal rights in accordance with law and subject to a right to cure any delinquency;

(b) The Company shall complete all renovations within one-hundred and twenty (120) days of the Effective Date of this Agreement, to include parking lot improvements, installation of two (2) business signs, and outdoor seating enhancements, as described within Exhibit A, attached hereto and incorporated herein and provide a reimbursement request detailing amounts expended by the Company to the City following completion of the renovations pursuant to this section;

(c) The Company may receive a one-time extension from AEDC if substantial progress is demonstrated;

(d) The Company shall allow AEDC staff to review and approve the Company's financial capacity prior to execution of this Agreement;

(e) The Company shall submit all improvements to AEDC staff for approval prior to reimbursement.

## III. AEDC FINANCIAL PARTICIPATION

The AEDC hereby agrees to issue reimbursement payment in an amount not to exceed Fifteen Thousand and no/Dollars ($15,000.00) within thirty (30) days of receipt of a reimbursement request from Company, in accordance with the terms and conditions of this Agreement and subject to all applicable laws, regulations, and ordinances.

## IV. MISCELLANEOUS

(a) The Company agrees to comply with all federal, state, and local laws, rules, or regulations that apply to its performance under this Agreement.

(b) This Agreement shall be subject to Texas law, and any action or proceeding brought to construe or enforce this Agreement shall be filed in the courts of Johnson County, Texas.

(c) Except as hereinafter expressly provided, the rights and obligation of the Company under this Agreement shall not be assigned in whole or in part by the Company without the express written consent of the AEDC (which consent shall not be unreasonably withheld, conditioned, or delayed), and any attempted assignment by the Company shall be null and void. The Company may, without the AEDC's consent, assign the rights and obligations under this Agreement, in

whole or in part, to any affiliate or related entity of the Company. Any assignment shall provide that the assignee is subject to the terms and conditions of this Agreement. The Company and assignees have the right, from time to time, to collaterally assign, pledge, grant a lien or security interest in, or otherwise encumber any of their respective rights, title, or interest under this Agreement (i) for the benefit of their respective lenders without the consent of, but with prompt written notice to, the AEDC, and (ii) to any person or entity with the AEDC's prior written consent (which consent shall not be unreasonably withheld, conditioned, or delayed).

(d) **THE COMPANY AND ITS SUCCESSORS AND ASSIGNS DO HEREBY FULLY RELEASE AND AGREE TO, INDEMNIFY, HOLD HARMLESS, AND DEFEND THE CITY OF ALVARADO, THE AEDC, THEIR OFFICERS, AGENTS, SERVANTS, AND EMPLOYEES FROM ALL CLAIMS, SUITS, JUDGMENTS, AND DEMANDS OF ANY NATURE WHATSOEVER, FOR PROPERTY DAMAGE, PERSONAL INJURY, OR DEATH, RESULTING FROM OR IN ANY WAY CONNECTED WITH THE GRANT AMOUNTS PROVIDED TO COMPANY PURSUANT TO THIS AGREEMENT OR ANY OTHER ACT OR OMISSION OF THE COMPANY RELATED THERETO, WHETHER OR NOT CAUSED, IN WHOLE OR IN PART, BY THE NEGLIGENCE OF THE AEDC, THE CITY, THEIR OFFICERS, AGENTS, OR EMPLOYEES, PROVIDED HOWEVER THAT NEITHER THE COMPANY NOR ITS SUCCESSORS OR ASSIGNS WILL BE LIABLE TO THE AEDC OR THE CITY OR ANY OTHER INDEMNIFIED PARTY FOR SUCH PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.**

(e) This Agreement may be changed or modified only with the written mutual agreement of the Parties.

(f) The provisions of this Agreement are severable and, in the event any word, phrase, sentence, paragraph, section, or other provision of this Agreement, or the application thereof to any person or circumstance, shall ever be determined by a court of competent jurisdiction to be invalid, illegal, or unenforceable for any reason, the remainder of this Agreement shall remain in full force and effect and the application thereof to any other person or circumstance shall not be affected thereby. The invalid, illegal, or unenforceable provision shall be rewritten by the Parties to this Agreement to accomplish the Parties' original intent as nearly as possible.

(g) The Company agrees to make available to the AEDC for inspection all of its books and records related to the Improvements and to allow the AEDC access to the Project during construction for the purpose of periodic inspection of the construction work.

(h) Any notice and/or statement required or permitted to be delivered shall be deemed delivered by depositing it in the United States mail, certified with return receipt requested, postage prepaid, addressed to the appropriate Party at the following addresses, or at such other addresses provided by the Parties in writing:

COMPANY: Los Jarritos, Inc. (DBA Alvarado Wings & Burgers)
ATTN: Erik Espinoza
2609 Independence Dr.
Mesquite, Texas 75150

AEDC: Paul DeBuff
City Manager
City of Alvarado
104 W. College St.
Alvarado, Texas 76009

With a copy to: Ashley D. Dierker, City Attorney
Taylor, Olson, Adkins, Sralla & Elam, L.L.P.
6000 Western Place
Suite 200
Fort Worth, Texas 76107

(i) This Agreement may be executed in multiple identical counterparts which when taken together shall constitute one and the same identical original instrument.

(j) Texas Government Code Verifications. The Company verifies and certifies that it does not and during the duration of this Agreement will not:

i. do business with Iran, Sudan, or a foreign terrorist organization, as defined in Texas Government Code Chapter 2270, as amended;

ii. boycott Israel as that term is defined in Texas Government Code Section 808.001 and Chapter 2271, as amended;

iii. discriminate against a firearm entity or firearm trade association as defined in Texas Government Code Chapter 2274, as amended;

iv. operate as a foreign owned or controlled company in connection with a critical infrastructure project as defined in Texas Government Code Chapter 2275, as amended; or

v. boycott energy companies as defined in Texas Government Code Section 809.001 and Chapter 2276, as amended.

**{Signature Page to Follow}**

**ALVARADO ECONOMIC DEVELOPMENT CORPORATION**

By: _____
Martin Doulgas, AEDC President

Attest:

By: _____
Carrie Keeting, AEDC Secretary

**ALVARADO WINGS & BURGERS**

By: _____
Erik Espinoza, Company Owner

STATE OF TEXAS

COUNTY OF _____

This instrument was acknowledged before me on this _____ day of _____, 2026, by Erik Espinoza.

_____
Notary Public in and for the State of Texas

(SEAL) My Commission Expires: _____

## EXHIBIT A

Alvarado Wings & Burgers shall complete the following site improvements in accordance with the Agreement to enhance the curb appeal and overall site functionality as described below:

1. Interior and exterior painting of the building, to include the guard rails and parking curb barriers.
2. Parking Lot Improvements:
    a. Asphalt repair (approximately 5,000 sq. ft.);
    b. New overlay installation;
    c. Pothole patching and repairs;
    d. Asphalt reclamation;
    e. Crack sealing and seal coat application; and
    f. Parking lot striping.
3. Business Signage:
    a. Install two (2) business signs
    b. Business sign logo must be approved by AEDC prior to sign installation
4. Outdoor Seating Enhancements:
    a. Picnic tables and umbrellas, with a minimum of 4 tables
    b. String lighting installed around the outdoor seating area

**City Council Management Report**
**Meeting Date**: 6/15/2026
**Contact**: Hillary Cromer, Director of Economic Development

**AGENDA ITEM:**
Second Reading of Resolution No. R2026-0034; A Resolution of the City of Alvarado, Texas, approving the revised Alvarado Food Truck Incubator Program; and providing an effective date. (Cromer)

**BACKGROUND & FINDINGS:**

The Food Truck Incubator Program was established to support emerging entrepreneurs by providing an accessible pathway to launching a food-based business. The current program fee is set at $500 per month, with no upfront financial commitment required beyond standard onboarding.

**Proposed Change:**
The AEDC board of directors, at their April 13, 2026 meeting, approved adjusting the program structure to better balance accessibility with participant commitment. Specifically, staff proposes:

1. Reducing the monthly program fee from $500 to $300; and

2. Requiring a $1,000 upfront deposit prior to issuance of keys and program entry.

The reduced monthly fee lowers the ongoing financial burden for participants, making the program more attainable for early-stage entrepreneurs. At the same time, the upfront deposit serves as a demonstration of commitment and investment in the business venture. This approach is intended to encourage serious participation while still remaining reasonable and not overly burdensome to new business owners.

**FINANCIAL IMPACT:**

The upfront deposit does not represent revenue but may be held in accordance with program policies (e.g., refundable or applied toward damages, if applicable).

**RECOMMENDATION:**
The EDC Board and staff recommend approval of the revised fee structure for the Food Truck Incubator Program as outlined above.

**MANAGEMENT REVIEW:**
Paul DeBuff, City Manager

**ATTACHMENTS:**
1. Resolution R2026-0034
2. Program Guidelines and Application

**RESOLUTION NO. _____**

**A RESOLUTION OF THE CITY OF ALVARADO, TEXAS, APPROVING THE REVISED ALVARADO FOOD TRUCK INCUBATOR PROGRAM; AND PROVIDING AN EFFECTIVE DATE.**

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

**WHEREAS**, on April 13, 2026 the Alvarado Economic Development Corporation adopted revisions to the Alvarado Food Truck Incubator Program Guidelines and Application (the "Program") originally adopted on January 27, 2024, attached hereto as **Exhibit A** and incorporated herein by reference, to support small business entrepreneurs and aspiring food truck owners by providing them with an opportunity to test their menus without the initial cost of purchasing a food truck and related expenses, with the aim of building a local food truck community; and

**WHEREAS**, upon full review and consideration of the Program, and all matters attendant and related thereto, the City Council is of the opinion that the Program, as revised, should be approved.

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

**SECTION 1.**

The Alvarado Food Truck Incubator Program Guidelines and Application dated April 1, 2026, attached hereto as **Exhibit A** is found to be in the best interest of the City of Alvarado and its citizens and is approved.

**SECTION 2.**

This Resolution shall become effective from and after its passage.

**PASSED AND APPROVED ON THIS THE _____ DAY OF _____, 2026.**

_____
Jacob Wheat, Mayor

ATTEST:

_____
Bobbie Jo Taylor, City Secretary

# EXHIBIT “A”

**Alvarado Food Truck Incubator Program**
**Application & Program Guidelines**
Revised April 15, 2026

The Alvarado Economic Development Corporation (EDC) is excited to announce the launch of the Alvarado Food Truck Incubator Program. This initiative is designed to provide aspiring food entrepreneurs with an opportunity to test and develop their business concepts without the high upfront costs of purchasing a food truck. The program supports the EDC's goals of small business growth, economic development, and community engagement while enhancing Alvarado's local dining scene.

**PROGRAM BENEFITS**

- Entrepreneurs may use the food truck for up to 180 days (6 months), with an initial 90-day trial period.
- Use of a fully equipped food truck tailored for professional operations.
- Initial launch marketing support, including a Meta advertisement, a video introduction, and a Cleburne Times-Review feature and/or advertisement to help introduce the business to the community.
- Guidance toward business training, mentorship, and coaching resources to support long-term growth.
- Direction and support in refining a business plan.
- Opportunities to participate in designated city events.
- Access to pre-approved locations for consistent operation within Alvarado.

Please return completed application with necessary attachments and signature to:

City of Alvarado
Economic Development Corporation
104 West College Street
Alvarado, TX 76009

If you have any application questions, please contact the Director of Economic Development at (817) 790-3351, extension 123 or email at cromerh@cityofalvarado.org

## PROGRAM RULES AND REQUIREMENTS

- **Fees:** Participants are required to pay $300 per month during the program. Monthly fees are non-refundable.
- **Refundable Deposit:** Before getting the food truck and keys, the business must pay a $1,000 refundable deposit to AEDC. This deposit covers any damage to the truck, unpaid fees, or other responsibilities under the agreement. Once the program is complete and the truck is returned in good condition (aside from normal wear and tear), the remaining deposit will be refunded.
- **Geographic Requirement:** The food truck must serve the Alvarado community on a regular basis. Participants must submit a proposed weekly operating plan outlining which days and locations they will operate within Alvarado (Downtown Square and/or Pecan Orchard) and which days may be used for catering or events outside city limits. The Board will approve the final operating plan.
- **Ownership:** The food truck remains the property of AEDC.
- **Compliance:** Participants must follow all local health and safety regulations.
- **Insurance:** Participants must obtain and maintain appropriate insurance coverage throughout the duration of the program. As a condition of participation, the entrepreneur shall secure commercial general liability insurance with limits of not less than one million dollars ($1,000,000.00) per occurrence. The entrepreneur shall also obtain automobile liability and automobile physical damage insurance covering the food truck. The City of Alvarado shall be listed as an additional insured on all required insurance policies. Proof of insurance must be provided prior to receiving access to the food truck and must remain in effect for the entire term of the program.
- **End-of-Program Reporting:** A final report outlining experiences and outcomes is required at the end of the program.
- **Background & Credit Check:** Must agree to a criminal background and credit check.
- **Driving & Drug Test:** Must agree to a driving and drug test.

## APPLICATION & REVIEW PROCESS

The Alvarado Food Truck Incubator Program follows a structured and competitive selection process designed to ensure fairness, transparency, and alignment with the EDC's goals.

### Step 1: Application Submission

Interested entrepreneurs must submit a completed application, including all required attachments and signatures, no later than 2:00 p.m. on Monday, March 16, 2026. Applications may be delivered in person or submitted via email as outlined above.

Applicants must include:

- A detailed business concept and proposed menu
- An outline of proposed operating days, hours, and locations
- A marketing strategy
- A financial plan, including start-up costs, projected expenses, and proof of working capital
- Any optional supporting materials (photos, mock-ups, testimonials, etc.)

Incomplete applications may not be considered.



### Step 2: Initial Review

Applications will be evaluated by staff and the Alvarado EDC Board based on:

- Feasibility and innovation of the concept
- Strength and viability of the business plan
- Financial preparedness
- Commitment to serving the Alvarado community

**Step 3: Board Presentation (Finalists Only)**
Top applicants will be invited to present their business concept and plan to the Alvarado EDC Board of Directors. This presentation allows applicants to explain their vision, answer questions, and demonstrate their readiness to operate.

**Step 4: Background & Eligibility Requirements**
The selected applicant must:

- Consent to a background and credit check
- Pass driving and drug screening
- Provide proof of insurance coverage (minimum $1 million liability)
- Obtain required food handling certifications
- Provide proof of sufficient working capital to cover operational expenses

**Step 5: Legal Review & Agreement**
The City Attorney will review all documents and prepare a formal agreement outlining program terms. The selected entrepreneur must enter into this agreement before receiving access to the food truck or beginning operations.

**Evaluation Criteria**
1. Feasibility and innovation of the business concept.
2. Strength and viability of the business plan.
3. Financial preparedness and working capital.
4. Entrepreneur's commitment and ability to fulfill program requirements.

The Alvarado Food Truck Incubator Program is a unique opportunity for aspiring entrepreneurs to gain hands-on experience and test their food truck business concepts in a supportive environment. By providing access to resources and expertise, the Alvarado EDC is committed to fostering entrepreneurship and enhancing the local food scene. We invite interested individuals to apply and take the first step towards realizing their culinary dreams.

**APPLICATION**

Completed applications, including all required attachments and signatures, must be submitted to:

**Alvarado Economic Development Office**
104 West College Street
Alvarado, TX 76009

Applications may be delivered in person or submitted electronically.
For questions regarding eligibility, requirements, or the application process, please contact the Director of Economic Development at (817) 790-3351, extension 123, or via email at cromerh@cityofalvarado.org.
Incomplete applications may not be considered.

**Program Requirements Acknowledgment**
By submitting this application and checking the boxes below, I acknowledge that, if selected, I will be required to complete the following requirements in order to participate in the Alvarado EDC Food Truck Incubator Program:

- ☐ Obtain a Food Handler's or Manager's Certificate, as designated by the AEDC
- ☐ Develop and formally present my business concept to the AEDC Board of Directors
- ☐ Provide a valid driver's license
- ☐ Successfully pass a drug screening, as determined by the AEDC
- ☐ Enter into a formal written agreement with the AEDC governing use of the food truck
- ☐ Provide proof of sufficient working capital to cover all business-related expenses, including but not limited to food, supplies, uniforms, marketing materials, event entry fees, fuel/propane, insurance, and other operating costs
- ☐ Consent to a criminal background check and credit check conducted by the City of Alvarado

I understand that failure to meet these requirements may result in disqualification from the program.

**Required Application Materials**
I agree to include the following materials with my application submission:

- ☐ A detailed description of my business concept and proposed menu
- ☐ A proposed operating plan, including days, hours, and intended locations (Downtown Alvarado, Pecan Orchard, and any outside catering strategy)
- ☐ A written marketing strategy outlining how I plan to promote and grow my business
- ☐ A financial plan, including start-up costs, projected monthly expenses, sales projections, and proof of available working capital
- ☐ Any optional supporting materials (photos, mock-ups, testimonials, letters of support, social media links, etc.)

I understand that submission of an application does not guarantee selection. Only one entrepreneur will be selected per program cycle.

| | |
|---|---|
| **Applicant Name:** | **Date** |
| **Business Name:** | |
| **Mailing Address:** | |
| **Contact Phone Number:** | |
| **Email Address:** | |

X _____

Applicant

X _____

Applicant

**Alvarado Food Truck Incubator Program**
**Application & Program Guidelines**
Revised April 15, 2026

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- Commitment to serving the Alvarado community

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Top applicants will be invited to present their business concept and plan to the Alvarado EDC Board of Directors. This presentation allows applicants to explain their vision, answer questions, and demonstrate their readiness to operate.

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The selected applicant must:

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- Pass driving and drug screening
- Provide proof of insurance coverage (minimum $1 million liability)
- Obtain required food handling certifications
- Provide proof of sufficient working capital to cover operational expenses

**Step 5: Legal Review & Agreement**
The City Attorney will review all documents and prepare a formal agreement outlining program terms. The selected entrepreneur must enter into this agreement before receiving access to the food truck or beginning operations.

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4. Entrepreneur's commitment and ability to fulfill program requirements.

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**APPLICATION**

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Alvarado, TX 76009

Applications may be delivered in person or submitted electronically.
For questions regarding eligibility, requirements, or the application process, please contact the Director of Economic Development at (817) 790-3351, extension 123, or via email at cromerh@cityofalvarado.org.
Incomplete applications may not be considered.

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By submitting this application and checking the boxes below, I acknowledge that, if selected, I will be required to complete the following requirements in order to participate in the Alvarado EDC Food Truck Incubator Program:

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- ☐ Develop and formally present my business concept to the AEDC Board of Directors
- ☐ Provide a valid driver's license
- ☐ Successfully pass a drug screening, as determined by the AEDC
- ☐ Enter into a formal written agreement with the AEDC governing use of the food truck
- ☐ Provide proof of sufficient working capital to cover all business-related expenses, including but not limited to food, supplies, uniforms, marketing materials, event entry fees, fuel/propane, insurance, and other operating costs
- ☐ Consent to a criminal background check and credit check conducted by the City of Alvarado

I understand that failure to meet these requirements may result in disqualification from the program.

**Required Application Materials**
I agree to include the following materials with my application submission:

- ☐ A detailed description of my business concept and proposed menu
- ☐ A proposed operating plan, including days, hours, and intended locations (Downtown Alvarado, Pecan Orchard, and any outside catering strategy)
- ☐ A written marketing strategy outlining how I plan to promote and grow my business
- ☐ A financial plan, including start-up costs, projected monthly expenses, sales projections, and proof of available working capital
- ☐ Any optional supporting materials (photos, mock-ups, testimonials, letters of support, social media links, etc.)

I understand that submission of an application does not guarantee selection. Only one entrepreneur will be selected per program cycle.

| | |
|---|---|
| **Applicant Name:** | **Date** |
| **Business Name:** | |
| **Mailing Address:** | |
| **Contact Phone Number:** | |
| **Email Address:** | |

X _____

Applicant

X _____

Applicant

**City Council Management Report**
**Meeting Date**: 6/15/2026
**Contact**: Anthony Tucker, Parks Superintendent

**AGENDA ITEM:**
Resolution No. R2026-0036; A Resolution of the City Council of the City of Alvarado, Texas, authorizing city participation in the Sourcewell Cooperative Purchasing Program, and authorizing the City Manager to Execute the Participation Agreement and all necessary documents; providing an effective date. (Tucker)

**BACKGROUND & FINDINGS:**
The City of Alvarado has been a member of Sourcewell since 2009. Records indicate that a resolution has not previously been required for participation in the cooperative purchasing program. However, the Texas Parks and Wildlife Department requires a resolution to accompany the Interlocal Agreement as part of the grant documentation. Approval of this resolution is necessary to satisfy the grant requirements and allow for the release of grant funds.

**FINANCIAL IMPACT:**
Participation does not have a financial impact.

**RECOMMENDATION:**
Approval

**MANAGEMENT REVIEW:**
Paul DeBuff, City Manager

**ATTACHMENTS:**
1. Sourcewell Resolution
2. sourcewell-participation-agreement

**RESOLUTION NO. _____**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ALVARADO, TEXAS, AUTHORIZING CITY PARTICIPATION IN THE SOURCEWELL COOPERATIVE PURCHASING PROGRAM, AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE PARTICIPATION AGREEMENT AND ALL NECESSARY DOCUMENTS; PROVIDING AN EFFECTIVE DATE.**

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

**WHEREAS**, the City Council, pursuant to the authority granted by TEX. GOV'T CODE §§ 271.101 and 271.102, desires to participate in the Sourcewell Cooperative Purchasing Program (the "Program"), and is of the opinion that participating in the Program will be highly beneficial to the taxpayers through the anticipated savings to be realized, as set forth in the Participation Agreement attached as Exhibit "A."

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

**SECTION 1.**

The City Council hereby approves the Participation Agreement attached hereto as Exhibit "A." The City determines that a stated need for participation in the Program exists and that the City Manager is authorized and directed to sign and deliver any and all necessary requests and documents in connection therewith for and on behalf of the City.

**SECTION 2.**

This Resolution shall become effective immediately upon passage and it is so resolved.

**PASSED AND APPROVED THIS _____ DAY OF _____, 2026.**

_____
MAYOR

ATTEST:

_____
CITY SECRETARY

DocuSign Envelope ID: 699C2238-08BA-4EAB-97EC-0B6E3F2CA3B7

# Sourcewell Cooperative Purchasing Program
# Participation Agreement

This Participation Agreement is between Sourcewell and Participating Entity to provide access to Sourcewell's Cooperative Purchasing Program. Sourcewell's Board of Directors has approved these terms and conditions through operation of this intergovernmental Participation Agreement. Participating Entity approves this Agreement upon registration with Sourcewell.

## Section 1: Authority

1.1 Sourcewell is a service cooperative established by Minn. Stat. § 123A.21 as a local unit of government pursuant to the Minn. Const. art. XII, sec. 3.

1.2 Sourcewell is authorized to provide a Cooperative Purchasing Program by Minn. Stat. § 123A.21, subd. 7(23) to Participating Entities.

1.3 Sourcewell's cooperative purchasing master agreements are offered through Minn. Stat. § 471.59 and this Participation Agreement. The Sourcewell Board of Directors has approved these participation terms, and Sourcewell is authorized to enter this interlocal or joint powers agreement with an eligible Participating Entity through this Participation Agreement.

1.4 Participation in Sourcewell's Cooperative Purchasing Program is open to eligible Participating Entities. A Participating Entity is any eligible entity registering with Sourcewell, including: any government unit, including a state, city, county, town, village, school district, political subdivision of any state, federally recognized Indian tribe, any agency of the United States, any instrumentality of a governmental unit, any other entity as defined in Minn. Stat. § 471.59 Subd. 1(b).

1.5 Participating Entity and Sourcewell agree this Participation Agreement is for the purpose of allowing access to available Sourcewell Cooperative Purchasing Program master agreements with awarded Suppliers.

1.6 Participating Entity represents, through an authorized signatory, it is eligible for participation as defined in this Agreement.

## Section 2: General Terms

2.1 Sourcewell will make its Cooperative Purchasing Program available to Participating Entity. Sourcewell master agreements are provided to Participating Entity "as is." Sourcewell makes no representation as to warranties of quality, merchantability, or fitness for a particular purpose for any purchase through a Supplier. Participation in the Program is voluntary and non-exclusive.

2.2 To purchase from Sourcewell master agreements, Participating Entity and Supplier will execute a Transaction Document(s) as mutually agreed. Participating Entity will be responsible for all aspects of its purchase, including ordering, inspecting, acceptance, payment, and any other

material terms as negotiated directly with Supplier.

2.3 The Parties to this Agreement will adhere to all applicable laws concerning the procurement in its respective jurisdiction.

2.4 Access to the Cooperative Purchasing Program is effective upon the date of Participating Entity's completed registration. The Agreement will remain in effect until canceled by either party upon thirty (30) days written notice to the other party.

2.5 Each party agrees that it is responsible for its acts and the results thereof, to the extent authorized by law, and will not be responsible for the acts of the other Party.

2.6 There will be no financial remunerations by or obligations upon Participating Entity for participation in Sourcewell Cooperative Purchasing Program.

2.7 Sourcewell's Cooperative Purchasing Program master agreements will be procured in compliance with Minnesota law and the Sourcewell Cooperative Purchasing Program.

2.8 The records and documents related to this this Agreement are subject to the Minnesota Data Practices Act, Minnesota Statutes Chapter 13.

## Section 3: Approval

The Sourcewell Board of Director has approved this Policy effective January 1, 2024.

**Sourcewell:**

DocuSigned by:
By Greg Zylka
6BD483Z69B484F1...
Authorized Signature – Signed

By Greg Zylka
Name – Printed
Title Sourcewell Board of Directors Chair
Date 1/22/2024 | 8:34 PM CST

DocuSigned by:
By Linda Arts
0EF5785E1EAD4CF...
Authorized Signature – Signed

By Linda Arts
Name – Printed
Title Sourcewell Board of Directors Clerk
Date 1/23/2024 | 2:01 PM CST

**Participating Entity:**

By _____
Authorized Signature – Signed

By _____
Name – Printed
Title _____
Date _____

## Organization Information

Indicate an address to which correspondence may be delivered.

Organization Name* _____

Address* _____

City* _____

State Code* _____ Zip Code* _____

Country* _____

Employer Identification Number _____

Website _____

Contact person* (First, Last) _____

Job Title* _____

**Email completed agreement to:**
service@sourcewell-mn.gov

**You may also mail the completed agreement to:**

Sourcewell
202 12th Street NE
P.O. Box 219
Staples, MN 56479

Job Role

- ☐ Administrator
- ☐ Department Head
- ☐ Department Purchaser
- ☐ Human Resources
- ☐ Procurement Officer
- ☐ Teacher
- ☐ Other

Department

- ☐ Administration
- ☐ Dining/Food Service
- ☐ Facilities/Operations
- ☐ Fleet/Transportation
- ☐ Human Resources
- ☐ Information Technology
- ☐ Parks, Recreation & Athletics
- ☐ Public Safety/Security
- ☐ Public Works/Utilities
- ☐ Purchasing & Finance

Email* _____

Phone* _____

## Organization Type:

**Government**

- ☐ County
- ☐ Federal
- ☐ Municipality
- ☐ Province/Territory
- ☐ Special District
- ☐ State
- ☐ Township
- ☐ Tribal

**Education**

- ☐ Local Education Agency (Public K-12 and Pre-K)
- ☐ Private Local Education Agency (Private K-12)
- ☐ Private Higher Education
- ☐ Public Higher Education

**Nonprofit**

Documentation demonstrating nonprofit status is required when submitting application.

- ☐ Church
- ☐ Medical Facility
- ☐ Other

**Referred by**

- ☐ Advertisement
- ☐ Colleague/Friend
- ☐ Conference/Trade Show _____
- ☐ Supplier
- ☐ Search Engine/Web Search
- ☐ Sourcewell Employee

**Denotes required information*

**City Council Management Report**
**Meeting Date**: 6/15/2026
**Contact**: Anthony Tucker, Parks Superintendent

**AGENDA ITEM:**
Resolution No. R2026-0037; A Resolution of the City Council of the City of Alvarado, Texas, authorizing City Participation in the Interlocal Purchasing System (TIPS) Program offered by Region VIII Education Service Center, authorizing the City Manager to execute all necessary documents, and designating a primary contact for the City; providing an effective date. (Tucker)

**BACKGROUND & FINDINGS:**
The City Council approved participation with TIPS at its June 16, 2026, City Council Meeting. This resolution formally confirms and documents that authorization. The Texas Parks and Wildlife Department requires a resolution to accompany the Interlocal Agreement as part of the grant documentation. Adoption of this resolution is necessary to satisfy grant requirements and facilitate the release of grant funds.

**FINANCIAL IMPACT:**
Participation does not have a financial impact.

**RECOMMENDATION:**
Approval

**MANAGEMENT REVIEW:**
Paul DeBuff, City Manager

**ATTACHMENTS:**
1. TIPS Resolution
2. TX994301

**RESOLUTION NO. _____**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ALVARADO, TEXAS, AUTHORIZING CITY PARTICIPATION IN THE INTERLOCAL PURCHASING SYSTEM (TIPS) PROGRAM OFFERED BY REGION VIII EDUCATION SERVICE CENTER, AUTHORIZING THE CITY MANAGER TO EXECUTE ALL NECESSARY DOCUMENTS, AND DESIGNATING A PRIMARY CONTACT FOR THE CITY; PROVIDING AN EFFECTIVE DATE.**

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

**WHEREAS**, the City Council, pursuant to the authority granted by TEX. GOV'T CODE §§ 271.101 and 271.102*,* desires to participate in The Interlocal Purchasing System (TIPS) offered by Region VIII Education Service Center (the "Program"), and is of the opinion that participating in the Program will be highly beneficial to the taxpayers through the anticipated savings to be realized.

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

**SECTION 1.**

The City Council hereby approves the City's participation in the Program. The City determines that a stated need for participation in the Program exists and that the City Manager is authorized and directed to sign and deliver any and all necessary requests and documents in connection therewith for and on behalf of the City.

**SECTION 2.**

The City Manager is hereby designated as the primary contact for the Program.

**SECTION 3.**

This Resolution shall become effective immediately upon passage and it is so resolved.

**PASSED AND APPROVED THIS _____ DAY OF _____, 2026.**

_____
MAYOR

ATTEST:

_____
CITY SECRETARY

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

City of Alvarado
TEXAS PUBLIC ENTITY NAME

TX994301
Control Number (TIPS will Assign)
Schools enter County-District Number

Region 8 Education Service Center
Pittsburg, Texas

225 - 950
County-District Number

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

This Interlocal Agreement (hereinafter the "Agreement") is effective 6/16/2025 and shall be automatically renewed unless either party gives sixty (60) days prior written notice of non-renewal. This Agreement may be terminated without cause by either party upon (60) days prior written notice, or may also be determined for cause at any time upon written notice stating the reason for and effective date of such terminations and after giving the affected party a thirty (30) day period to cure any breach.

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

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

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

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

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

**General Provisions:**

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

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

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

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

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

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

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

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

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

**Authorization:**

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

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

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

**Member Entity:**

City of Alvarado
**Entity or District Name**

By: _____
Authorized Signature

Print Name: Paul DeBuff

Title: City Manager

06/16/2025
Date

**Purchasing Cooperative Lead Agency:**

**Region 8 Education Service Center**

By: David Wayne Fitts
Authorized Signature

Dr. David Fitts
Title: Executive Director Region 8 ESC

6/16/2025
Date

**Public Entity Contact Information**

Ryan Edgar
Primary Purchasing Person Name

104 W. College Ave
Street Address

Alvarado, TX 76009
City, State Zip

817-790-3351
Telephone Number

817-783-7925
Fax Number

edgarr@cityofalvarado.org
Primary Person Email Address

Secondary Person Name

Secondary Person Email Address

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

**City Council Management Report**
**Meeting Date**: 6/15/2026
**Contact**:

**AGENDA ITEM:**
May 12, 2026, Special City Council Meeting Minutes. (Taylor)

**BACKGROUND & FINDINGS:**

**FINANCIAL IMPACT:**

**RECOMMENDATION:**

**MANAGEMENT REVIEW:**
Paul DeBuff, City Manager

**ATTACHMENTS:**
1. May 12, 2026, Special City Council Meeting Minutes

# CITY OF ALVARADO
# County of Johnson
# State of Texas
# 5/12/2026
# City Council Special Meeting Minutes

## CALL TO ORDER

The City Council of the City of Alvarado met in a Special Called Session on Tuesday, May 12, 2026, at 6:00 PM. The following were present:

| | |
|---|---|
| PRESENT: | Councilmember Ward II Cherry Bryant<br>Councilmember Ward I Beverly Short<br>Mayor Pro Tem Ward III Kevin Thomas<br>Councilmember Ward I Carrie Keeton<br>Councilmember Ward III Scott Arthur<br>Councilmember Ward III Elect Joshua Rendon |
| ABSENT: | Councilmember Ward II Lydia Moon |
| OTHERS PRESENT: | City Manager, Paul DeBuff<br>City Secretary, Bobbie Jo Taylor<br>City Attorney, Gerald Pruitt<br>Human Resources Manager, Sarah Licitra<br>Chief Financial Officer, Laura Cox<br>Director of Economic Development, Hillary Cromer |

Mayor Jacob Wheat called the meeting to order at 6:00 PM and led the invocation.

## CITIZEN PARTICIPATION AND PUBLIC INPUT

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

- Jameye Jones - Community Events

## 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.

## CONSENT AGENDA

1. Acceptance of the Certification to the Mayor and Council of the Official Returns for the May 2, 2026, City of Alvarado General Election.

2. Ordinance 2026-0008; An Ordinance of the City Council of the City of Alvarado, Texas, Certifying the Election Results for the May 2, 2026, General City Elections. (Taylor)

3. Ordinance 2026-0009; An Ordinance of the City Council of the City of Alvarado, Texas, Ordering a Runoff Election for the Office of City Council Ward 2 Place 5, to be held on June 13, 2026. (Taylor)

Mayor Pro Tem Thomas motioned to approve the consent agenda.

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

## PRESENTATIONS

4. Issue Certification of Election, Statement of Elected Official, and Issue the Oath of Office to City Councilmember Ward 3, Place 6, Joshua Rendon.

Councilmember Ward 3, Place 6 Elect, Joshua Rendon, was issued the Certificate of Election by Mayor Jacob Wheat, followed by the administration of the Oath of Office and Statement of Elected Official by City Secretary Bobbie Jo Taylor. Following the ceremony, Councilmember Rendon took his place at the dais.

## EXECUTIVE SESSION

EXECUTIVE SESSION: Pursuant to the Texas Open Meetings Act, Chapter 551 of the Texas Government Code, the City Council may convene in executive session to deliberate regarding the following matters: 1. § 551.071. Consultation with Attorney. The City Council may convene in executive session to conduct a private consultation with its attorney on any legally posted agenda item, when the City Council seeks the advice of its attorney about pending or contemplated litigation, a settlement offer, or on a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with the provisions of Chapter 551, including the following items:

- A. Any item listed on the agenda.

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

## ADJOURNMENT

Mayor Wheat adjourned the meeting at 6:10 p.m.

_____
Mayor Jacob Wheat

_____
Bobbie Jo Taylor, City Secretary

**City Council Management Report**
**Meeting Date**: 6/15/2026
**Contact**: Bobbie Jo Taylor, City Secretary

**AGENDA ITEM:**
May 18, 2026, Regular City Council Minutes. (Taylor)

**BACKGROUND & FINDINGS:**

**FINANCIAL IMPACT:**

**RECOMMENDATION:**
Approval

**MANAGEMENT REVIEW:**
Paul DeBuff, City Manager

**ATTACHMENTS:**
1. May 18, 2026, City Council Meeting Minutes

# CITY OF ALVARADO
# County of Johnson
# State of Texas
# 5/18/2026
# City Council Regular Meeting Minutes

## CALL TO ORDER

Roll Call

The City Council of the City of Alvarado met in a Regular Called Session on Monday, May 18, 2026, at 6:30 PM. The following were present:

| | |
|---|---|
| PRESENT: | Councilmember Ward II Cherry Bryant<br>Councilmember Ward II Lydia Moon<br>Councilmember Ward I Beverly Short<br>Mayor Pro Tem Ward III Kevin Thomas<br>Councilmember Ward III Joshua Rendon |
| ABSENT: | Councilmember Ward I Carrie Keeton |
| OTHERS PRESENT: | City Manager, Paul DeBuff<br>City Secretary, Bobbie Jo Taylor<br>City Attorney, Ashley Dierker<br>Chief of Police, Teddy May<br>Fire Chief, John Rodgers<br>Assistant Fire Chief, Rafael Reyes<br>Administrative Services Director, Donielle Suber<br>Chief Financial Officer, Laura Cox<br>Director of Economic Development, Hillary Cromer<br>Community Development Director, Justin French<br>Director of Public Services, John Harris<br>City Engineer, Gus Chavarria<br>Parks Superintendent, Anthony Tucker<br>Deputy City Marshal, Thomas Griffith |

Mayor Jacob Wheat called the meeting to order at 6:30 PM and led the invocation.

## INVOCATION

## PLEDGE OF ALLEGIANCE

## PRESENTATIONS

1. Recognition of Scott Arthur for Service to the City of Alvarado City Council.

Mayor Wheat presented Former City Councilmember Scott Arthur with a service award recognizing Mr. Arthur for his five (5) years of service on the Alvarado City Council.

## CITIZEN PARTICIPATION AND PUBLIC INPUT

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

- Etta Hartfield - Property Damage to a property near her home.
- Robert Fergeson - Swimming Pool Permits
- Jameye Jones - Community Events

## INTRODUCTION OF NEW EMPLOYEES

Fire Chief John Rodgers introduced Firefighter Jaxon Rosenberry and Assistant Chief Rafael Reyes.

## 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.

Councilmember Beverly Short announced that May begins her 10th year of service on the Alvarado City Council.

## MAYOR'S UPDATE

2. Growth and Development in the City of Alvarado. (Wheat)

Mayor Jacob Wheat presented a PowerPoint presentation that provided an overview of the growth and development of the City of Alvarado.

## CONSENT AGENDA

3. Second Reading of Resolution R2026-0021; A Resolution of the City of Alvarado, Texas, approving an Economic Development Grant for the Pecan Orchard Improvements Project; authorizing the AEDC President to execute all documents related thereto; and providing an effective date. (Cromer)

4. Second Reading of Resolution R2026-0025; A Resolution of the City of Alvarado, Texas, authorizing the Economic Development Corporation's expenditure of funds for a professional services agreement between the City of Alvarado and Innovative Transportation Solutions, Inc. for transportation consulting services; and providing an effective date. (Cromer)

5. Second Reading of Resolution R2026-0026; A Resolution of the City of Alvarado, Texas, authorizing the Alvarado Economic Development Corporation to undertake the Downtown Refresh Initiative as an economic development project; finding that the project promotes economic development and quality of life; and providing an effective date. (Cromer)

6. Resolution R2026-0030; A Resolution of the City of Alvarado, Texas, Adopting the Bylaws of the Alvarado Park and Recreation Advisory Board; and providing an effective date. (Tucker)

7. Appointment of members to the Alvarado Parks and Recreation Advisory Board. (Tucker)

8. April 6, 2026, Special Meeting Minutes. (Taylor)

9. April 20, 2026, Regular Meeting Minutes. (Taylor)

Mayor Wheat requested that Item 7 be removed from the Consent Agenda and placed under discussion at the conclusion of the New Business section of the agenda.
Councilmember Moon requested that Item 6 be removed from the Consent Agenda.

Councilmember Moon motioned to approve all other Consent Agenda items.

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

## NEW BUSINESS

10. Consideration and action related to awarding External Audit Services to Pattillo, Brown & Hill, LLP and subsequent authorization to the City Manager or Chief Financial Officer to sign the engagement letter for services related to the FY26 audit. (Cox)

Ms. Laura Cox, Chief Financial Officer, introduced Mr. John Manning of Patillo, Brown & Hill, LLP. Ms. Cox explained that the firm was selected following a Request for Proposals (RFP) process conducted to identify the next provider of audit services for the City of Alvarado.

Councilmember Moon motioned to award External Audit Services and to authorize the City Manager or Chief Financial Officer to sign the engagement letter for services related to the FY26 audit not to exceed $51,400.00 to Pattillo, Brown & Hill, LLP.

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

11. Presentation and discussion regarding properties acquired by the City through tax foreclosure sales and options for sale. (Cox)

Ms. Alison Callison, attorney with Perdue Brandon Fielder Collins & Mott LLP, was present and discussed properties acquired by the City through tax foreclosure sales and the resale options available to the City. Following discussion, the Council advised that it would like to further discuss the available options during Executive Session at a future meeting.

12. Public Hearing, Consideration and action on Ordinance 2026-0010 levying assessments for the costs of certain improvements to be provided in the Alvarado 215 Public Improvement District Improvement Area # 1 Project; fixing a charge and lien against all properties within Improvement Area # 1 of the District, and the owners thereof; providing for the manner and method of collection of such assessments; making a finding of special benefit to property in Improvement Area # 1 of the District; approving a service and assessment plan; providing a severability clause; and providing an effective date (Lennar/Valor approving the SAP) (Suber)

Mayor Wheat opened the Public Hearing at 7:35 p.m.

Ms. Donielle Suber gave a high-level overview of the proposed ordinance that would levy the assessments for the Alvarado 215 Public Improvement District Improvement Area #1 prior to introducing Ms. Jennifer Sloan with Municap, who is the City of Alvarado Public Improvement District Administrator. Ms. Sloan reviewed information regarding the Alvarado 215 Public Improvement District (PID), which was created in accordance with Chapter 372 of the Texas Local Government Code to help fund public infrastructure improvements within the authorized improvement areas of the PID. The improvements include water, wastewater, storm drainage, roadway, and landscape improvements.

Mr. Don Neilson spoke in opposition to the Alvarado 215 Public Improvement District Improvement Area #1.

Mayor Wheat closed the Public Hearing at 7:45 p.m.

Councilmember Moon motioned to approve Ordinance 2026-0010 levying assessments for the costs of certain improvements to be provided in the Alvarado 215 Public Improvement District Improvement Area # 1 Project; fixing a charge and lien against all properties within Improvement Area # 1 of the District, and the owners thereof; providing for the manner and method of collection of such assessments; making a finding of special benefit to property in Improvement Area # 1 of the District; approving a service and assessment plan; providing a severability clause; and providing an effective date.

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

13. Consideration and action related to the approval of an agreement for the construction and funding of authorized improvements and reimbursement of advances between the City of Alvarado, Texas, and Lennar Homes of Texas Land and Construction, Ltd. (Lennar/Valor Reimbursement Agreement) (Suber)

Ms. Donielle Suber presented the proposed agreement, between Lennar Homes of Texas Land and Construction, LTD (Lennar) and the City of Alvarado, which establishes the process for reimbursing Lennar for eligible costs associated with public improvements within the Alvarado 215 (Valor/Lennar) Public Improvement District.

Mayor Pro Tem Thomas motioned to approve an agreement for the construction and funding of authorized improvements and reimbursement of advances between the City of Alvarado, Texas, and Lennar Homes of Texas Land and Construction, Ltd.

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

14. Consideration and Action related to Resolution R2026-0028; A Resolution of the City of Alvarado, Texas, Authorizing execution of certain documents in connection with Reinvestment Zone Number Four, City of

Alvarado, Texas, including, without limitation, that certain TIRZ No. 4 Reimbursement Agreement; finding and determining that the meeting at which this resolution is passed was noticed and is open to the public as required by law. (Chambers Creek Reimbursement Agreement) (Taylor)

Mayor Wheat recessed the meeting at 7:50 p.m. Mayor Wheat reconvened the meeting at 8:00 p.m.

Bobbie Jo Taylor introduced Resolution R2026-0028 to the City Council. Ms. Taylor advised that the agreement establishes the terms for Tax Increment Reinvestment Zone (TIRZ) No. 4 between the City of Alvarado, the TIRZ Board, and Avalon Development Group, LLC, related to the approximately 228-acre Chambers Creek development.

Councilmember Bryant motioned to approve Resolution R2026-0028; A Resolution of the City of Alvarado, Texas, authorizing execution of certain documents in connection with Reinvestment Zone Number Four, City of Alvarado, Texas, including, without limitation, that certain TIRZ No. 4 Reimbursement Agreement; finding and determining that the meeting at which this resolution is passed was noticed and is open to the public as required by law.

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

15. Consideration and action related to Ordinance 2026-0011; An Ordinance of the City of Alvarado, Texas, approving a Final Project and Finance Plan for Tax Increment Reinvestment Zone Number Four, City of Alvarado, Texas; making various findings related to such final plan; providing a severability clause; and providing an effective date.(Chambers Creek TIRZ Project and Finance Plan) (Taylor)

City Secretary Bobbie Jo Taylor presented an overview of Ordinance No. 2026-0011. Ms. Taylor advised that the ordinance approves the Final Project and Finance Plan for Tax Increment Reinvestment Zone (TIRZ) Number Four, City of Alvarado, Texas, in accordance with Chapter 311 of the Texas Tax Code.

Councilmember Moon motioned to approve Ordinance 2026-0011; An Ordinance of the City of Alvarado, Texas, approving a Final Project and Finance Plan for Tax Increment Reinvestment Zone Number Four, City of Alvarado, Texas; making various findings related to such final plan; providing a severability clause; and providing an effective date

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

16. Public hearing, consideration, and action on Ordinance 2026-0012; An Ordinance of the City Of Alvarado, Texas, Rezoning from Agricultural (A) District to Planned Development (Pd) District for Garden Home (GH) District and Single Family Residential (Sf-2) District uses with deviations and Development Plan Approval on approximately 188.62 acres known as land in the R. Bell Survey, A-44, the J. Bell Survey, A-46, the T. Stephens Survey, A-778, and the A. Powers Survey, A-686; Rezoning from Agricultural (A )District to Floodplain & Nature (FN) District on approximately 26.1 acres known as land in the A. Kimbell Survey, A-479, and the J. Bell Survey, A-46; and rezoning from Agricultural (A) District with a portion in the Floodplain (FP) Overlay District to Regional Mixed Use (RMU) District on approximately 13.29 acres known as land in the A. Kimball Survey, A-479, and the J. Bell Survey, A-46, all approximately addressed at 1303 S. Parkway Drive, in the City of Alvarado, Johnson County, Texas; Providing that this ordinance shall be cumulative of all ordinances; Providing a Severability Clause; Providing for Publication in the Official Newspaper; and Providing an effective date. (Chambers Creek Annexation) (French)

No action taken at this meeting.

17. Public hearing, consideration and action on Ordinance 2026-0013, An Ordinance of the City of Alvarado, Texas, Rezoning from Agricultural (A) District to Planned Development (Pd) District for Garden Home (GN) District and Single Family Residential (Sf-2) District uses with Deviations and Development Plan approval on approximately 188.62 acres known as land in the R. Bell Survey, A-44, the J. Bell Survey, A-46, the T. Stephens Survey, A-778, and the A. Powers Survey, A-686; Rezoning from Agricultural (A) District to Floodplain & Nature (FN) District on approximately 26.1 acres known as land in the A. Kimbell Survey, A-479, and the J. Bell Survey, A-46; and Rezoning from Agricultural (A) District with a portion in the Floodplain (FP) Overlay District to Regional Mixed Use(RMU) District on approximately 13.29 acres known as land in the A. Kimball Survey, A-479, and the J. Bell Survey, A-46, all approximately addressed at 1303 S. Parkway Drive, in The City of Alvarado, Johnson County, Texas; Providing that this ordinance shall be cumulative of all ordinances; Providing a severability clause; Providing for publication in the Official Newspaper; and Providing an effective date. (Chambers Creek Rezone – French)

No action taken at this meeting.

18. Public hearing, consideration, and action on Ordinance 2026-0014, An Ordinance of the City of Alvarado, Texas, Rezoning from General Commercial (C-2) District to Single-Family Residential (SF-1) District, on Lot 2 and a portion of Lot 3, Block 19 of the New Town Addition, being 0.2388 acres addressed at 1111 Travis Avenue, in the City of Alvarado, Johnson County, Texas; Providing that this ordinance shall be cumulative of all ordinances; Providing a severability clause; Providing for publication in the Official Newspaper; and Providing an effective date. (1111 Travis Rezone) (French)

Mayor Wheat opened the Public Hearing at 8:10 p.m.

Community Development Director Justin French presented Ordinance No. 2026-0014 to the Council. Mr. French advised that the Future Land Use (FLU) Map within the 2026 Alvarado Comprehensive Plan designates the subject property as Existing Neighborhood, a land use category characterized in the Comprehensive Plan. He further explained that, given the existing single-family residential uses adjacent to the property, the requested SF-1 zoning designation is consistent with the Comprehensive Plan.

Mayor Wheat closed the Public Hearing at 8:20 p.m.

Councilmember Rendon motioned to approve Ordinance 2026-0014, rezoning from General Commercial (C-2) District to Single-Family Residential (SF-1) District, on Lot 2 and a portion of Lot 3, Block 19 of the New Town Addition, being 0.2388 acres addressed at 1111 Travis Avenue, in the City of Alvarado, Johnson County, Texas.

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

19. Consideration and action related to Resolution R2026-0029, a Resolution of the City of Alvarado, Texas, authorizing the Award of a Professional Design Services Contract for Park Improvements to Pecan Orchard. (Suber)

Ms. Donielle Suber presented Resolution No. R2026-0029 to the Council. Ms. Suber advised that the City was awarded a Texas Parks and Wildlife Department Non-Urban Outdoor Recreation Grant for improvements to Pecan Orchard Park and that the required local matching funds were included in the FY2026 budget. She further explained that the City issued RFQ #2026-02 to procure professional design services for the project and that, following evaluation by a staff selection committee, LJA Planning & Landscape Architecture was ranked as the most qualified firm and recommended for the project.

Councilmember Bryant motioned to approve Resolution R2026-0029, authorizing the Award of a Professional Design Services Contract to LJA Planning and Landscape Architecture for Park Improvements to Pecan Orchard.

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

20. Consideration and action related to approval of funding for the Parkway Park Ramp and Sidewalk Enhancement Project as allocated in the 2025/2026 Fiscal Year Budget. (Tucker)

Parks Superintendent Anthony Tucker presented the proposed improvements as part of the overall Parkway Park Enhancement Project. Mr. Tucker advised that the project addresses significant erosion control on the east side of the park, improves accessibility from the Parkway Drive parking lot, enhances preservation efforts for the historic picnic tables, and reconnects the existing sidewalk to the park's walking trail system.

Councilmember Moon motioned to approve funding for the Parkway Park Ramp and Sidewalk Enhancement Project.

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

21. Consideration and action related to the use of eminent domain to condemn property, and consider Resolution R2026-0031 authorizing the filing of eminent domain proceedings for the purpose of obtaining the necessary real property interests for construction and maintenance of the North Cummings Roadway Improvement Project to serve existing and new development in the City and for other public purposes permitted by law. (Chavarria)

Item No. 21 was postponed and considered during Executive Session as posted on the agenda.

22. Consideration and action related to the use of eminent domain to condemn property, and consider Resolution R2026-0032 authorizing the filing of eminent domain proceedings for the purpose of obtaining the necessary real property interests for construction, operation, repair, replacement, improvement, and maintenance of the North Cummings Water Line Project to serve existing and new development in the City and for other public purposes permitted by law. (Chavarria)

Item No. 22 was postponed and considered during Executive Session as posted on the agenda.

23. First Reading of Resolution R2026-0033; A Resolution of the City of Alvarado, Texas, authorizing the Alvarado Economic Development Corporation to negotiate and execute an Economic Development Agreement with Los Jarritos, Inc (DBA Alvarado Wings and Burgers) for a restaurant located at 200 US-67, Alvarado, Texas 76009; establishing that this project is a storefront improvement initiative; and providing an effective date. (Cromer)

Economic Development Director Hillary Cromer presented the proposed AEDC storefront improvement project for Los Jarritos, Inc., doing business as Alvarado Wings and Burgers, located at 200 US Highway 67. Mr. Cromer advised that the project includes renovations and site improvements to an existing vacant restaurant building, including interior and exterior painting, parking lot improvements, signage, and outdoor seating enhancements.

No action required at this time.

24. First Reading of Resolution R2026-0034; A Resolution of the City of Alvarado, Texas, approving the revised Alvarado Food Truck Incubator Program; and providing an effective date. (Cromer)

Economic Development Director Hillary Cromer presented the proposed revisions to the Food Truck Incubator Program. Ms. Cromer advised that the AEDC Board approved reducing the monthly program fee from $500 to $300 and implementing a $1,000 upfront deposit prior to program entry. She explained that the changes are intended to make the

program more affordable for emerging entrepreneurs while encouraging participant commitment and investment in their business ventures.

No action was taken at this time.

25. Consideration and action regarding the appointment of a committee to review applications and make recommendations for appointments to the City of Alvarado's various Boards and Commissions. (Wheat)

Mayor Wheat requested that the City Council establish a committee to review applications and provide recommendations regarding appointments to the City's boards and commissions.

Councilmember Rendon motioned to appoint Mayor Wheat, Mayor Pro Tem Thomas, and Councilmember Short to a committee to review applications and make recommendations for appointments to the City of Alvarado's various Boards and Commissions.

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

**The following items previously pulled from the Consent Agenda were discussed and considered individually:**

6. Resolution R2026-0030; A Resolution of the City of Alvarado, Texas, Adopting the Bylaws of the Alvarado Park and Recreation Advisory Board; and providing an effective date. (Tucker)

Councilmember Moon motioned to approve the Resolution to adopt the Bylaws of the Alvarado Park and Recreation Advisory Board as amended to remove the residency requirement.

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

7. Appointment of members to the Alvarado Parks and Recreation Advisory Board. (Tucker)

The Council discussed board terms in relation to the recently approved bylaws.

Councilmember Moon made a motion to appoint individuals to the Parks and Recreation Advisory Board and to set terms for all places as follows:

Place 1 – Tinker Williams
Place 2 – Betty Green
Place 3 – Randy Hassey
Place 4 – Ashley Speaker
Place 5 – Robert Brake

The terms for Places 1, 3, and 5 will expire on September 30, 2026. The terms for Places 2 and 4 will expire on September 30, 2027.

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

## EXECUTIVE SESSION

Mayor Wheat adjourned into Executive Session at 8:50 p.m.

26. § 551.071. Consultation with Attorney. The City Council may convene in executive session to conduct a private consultation with its attorney on any legally posted agenda item, when the City Council seeks the advice of its attorney about pending or contemplated litigation, a settlement offer, or on a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with the provisions of Chapter 551, including the following items:

    - Any item on the agenda, and
    - Negotiations and potential eminent domain action for the acquisition of real property for construction and maintenance of the North Cummings Roadway Improvement Project to serve existing and new development in the City and for other public purposes permitted by law.
    - Negotiations and potential eminent domain action for the acquisition of real property for construction, operation, repair, replacement, improvement, and maintenance of the North Cummings Water Line Project to serve existing and new development in the City and for other public purposes permitted by law.
    - negotiations and potential eminent domain action for the acquisition of real property for construction and maintenance of North Baugh Street Extension Project to serve existing and new development in the City and for other public purposes permitted by law.

27. §551.072. Deliberation Regarding Real Property; A governmental body may conduct a closed meeting to deliberate the purchase, exchange, lease, or value of real property if deliberation in an open meeting would have a detrimental effect on the position of the governmental body in negotiations with a third person.

    - Deliberation regarding the purchase, exchange, lease, or value of real property to be acquired for construction and maintenance of the North Cummings Roadway Improvement Project to serve existing and new development in the City and for other public purposes permitted by law.
    - Deliberation regarding the purchase, exchange, lease, or value of real property to be acquired for construction, operation, repair, replacement, improvement, and maintenance of the North Cummings Water Line Project to serve existing and new development in the City and for other public purposes permitted by law.
    - deliberation regarding the purchase, exchange, lease, or value of real property to be acquired for construction and maintenance of North Baugh Street Extension Project to serve existing and new development in the City and for other public purposes permitted by law.
    - Project Orange-S-4
    - Project Red-C-9
    - Project Redwood
    - Project Red-C-1
    - Project Align

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

    - Project Millis
    - Project Redwood
    - Purple Orchid
    - Project Inspire

- Project Cobalt

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

Mayor Wheat reconvened the Council into open session at 10:45

Councilmember Moon moved that the City Council of the City of Alvarado authorize the use of the power of eminent domain to acquire the real property interests described in Resolution Number R2026-0031, as presented, and that the first record vote on this motion shall apply to all of the real property interests identified in the Resolution, specifically:

• 0.2557 acre (11,139 sq. ft) right-of-way on property described in Instrument Number 2022-20927 in the Official Records, Johnson County, Texas, as more fully described in Exhibit A attached to said Resolution; and
• 0.0264 acre (1,150 sq. ft) temporary construction easement on property described in Instrument Number 2022-20927 in the Official Records, Johnson County, Texas, as more fully described in Exhibit B attached to said Resolution; and
• 0.003 acre (120 sq. ft) temporary construction easement on property described in Instrument Number 2022-20927 in the Official Records, Johnson County, Texas, as more fully described in Exhibit C attached to said Resolution; and
• 0.1762 acre (7,674 sq. ft) right-of-way on property described in Instrument Number 2018-29064 in the Official Records, Johnson County, Texas, as more fully described in Exhibit D attached to said Resolution; and
• 0.0016 acre (69 sq. ft) right-of-way on property described in Instrument Number 2020-37427 in the Official Records, Johnson County, Texas, as more fully described in Exhibit E attached to said Resolution; and
• 0.7194 acre (31,337 sq. ft) right-of-way on property described in Instrument Number 2011-19639 in the Official Records, Johnson County, Texas, as more fully described in Exhibit F attached to said Resolution; and
• 0.2163 acre (9,422 sq. ft) right-of-way on property described in Instrument Number 2011-19639 in the Official Records, Johnson County, Texas, as more fully described in Exhibit G attached to said Resolution; and
• 0.0351 acre (1,531 sq. ft) right-of-way on property described in Instrument Number 2011-19639 in the Official Records, Johnson County, Texas, as more fully described in Exhibit H attached to said Resolution; and
• 0.001 acre (50 sq. ft) temporary construction easement on property described in Instrument Number 2011-19639 in the Official Records, Johnson County, Texas,as more fully described in Exhibit I attached to said Resolution; and
• 0.0143 acre (621 sq. ft) permanent easement on property described in Instrument Number 2021-43380 in the Official Records, Johnson County, Texas, as more fully described in Exhibit J attached to said Resolution; and
• 0.1094 acre (4,765 sq. ft) temporary construction easement way on property described in Instrument Number 2017-32190 in the Official Records, Johnson County, Texas, as more fully described in Exhibit K attached to said Resolution; and
•0.0600 acre (2,612 sq. ft) right-of-way on property described in Instrument Number 2018-16959 in the Official Records, Johnson County, Texas, as more fully described in Exhibit L attached to said Resolution; and
• 0.0588 acre (2,560 sq. ft) temporary construction easement way on property described in Instrument Number 2018-16959 in the Official Records, Johnson County, Texas, as more fully described in Exhibit M attached to said Resolution; and

for the construction and maintenance of the North Cummings Roadway Improvement Project to serve existing and new development in the City and for other public purposes permitted by law, and I further move to adopt Resolution Number R2026-0031, as presented.

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

Councilmember Rendon moved that the City Council of the City of Alvarado authorize the use of the power of eminent domain to acquire the real property interests described in Resolution Number R2026-0032, as presented, and that the first record vote on this motion shall apply to all of the real property interests identified in the Resolution, specifically:

• 0.011 acre (500 sq. ft) temporary construction easement on property described in Instrument Number 2013-18573 in the Official Records, Johnson County, Texas, as more fully described in Exhibit A attached to said Resolution; and
• 0.085 acre (3,682 sq. ft) permanent water line easement on property described in Instrument Number 2018-29064 in

the Official Records, Johnson County, Texas, as more fully described in Exhibit B attached to said Resolution; and
• 0.2237 acre (9,744 sq. ft) permanent water line easement on property described in Instrument Number 2011-19639 in the Official Records, Johnson County, Texas, as more fully described in Exhibit C attached to said Resolution; and
• 0.0589 acre (2,564 sq. ft) permanent water line easement on property described in Instrument Number 2011-19639 in the Official Records, Johnson County, Texas, as more fully described in Exhibit D attached to said Resolution; and
• 0.0105 acre (459 sq. ft) permanent water line easement on property described in Instrument Number 2011-19639 in the Official Records, Johnson County, Texas, as more fully described in Exhibit E attached to said Resolution; and

for the construction, operation, repair, replacement, improvement, and maintenance of the North Cummings Water Line Project to serve existing and new development in the City and for other public purposes permitted by law, and I further move to adopt Resolution Number R2026-0032, as presented.

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

Councilmember Moon motioned to authorize staff to proceed with acquisition efforts related to Project Orange-C-4, including participation in the upcoming opportunity, consistent with direction provided in the executive session, and to authorize the City Manager to execute all necessary documents.

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

Councilmember Moon motioned to authorize staff to proceed with acquisition efforts related to Project Red-C-9, including any necessary site preparation action, consistent with guidance provided in executive session.

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

Councilmember Moon motioned to approve an amendment to the agreement associated with Project Millis, consistent with the structure and parameters discussed in executive session.

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

## ADJOURNMENT

Mayor Wheat adjourned the meeting at 10:55 p.m.

**City Council Management Report**
**Meeting Date**: 6/15/2026
**Contact**: Justin French, Community Development Director

**AGENDA ITEM:**
Public hearing, consideration, and action on Ordinance No. 2026-0012; An Ordinance of the City Of Alvarado, Texas, approving an ordinance annexing by voluntary petition approximately 215 acres, more or less, of land located in the Extraterritorial Jurisdiction of the City of Alvarado, Johnson County, Texas; situated in the R. Bell Survey, Abstract No. 44, J. Bell Survey, Abstract No. 46, T. Stephens Survey, Abstract No. 778, A. Powers Survey, Abstract No. 686, and a. Kimbell Survey, Abstract 46, commonly known as 1303 S. Parkway Drive, as requested by L. Wayne Powell; providing for the annexation into the City of Alvarado said property for all municipal purposes; extending the boundary limits of the City to include the described property in the City limits; and granting to all the inhabitants of said property all the rights and privileges of other citizens and binding said inhabitants by all of the acts, ordinances, resolutions, and regulations of the City; providing for amendment to the official map; directing the City secretary to file copy with county clerk and appraisal district; providing that this ordinance shall be cumulative of all ordinances; providing a severability clause; and providing an effective date. (Chambers Creek Annexation) (French)

**BACKGROUND & FINDINGS:**
On April 6, 2026, the City Council by approval of the Chambers Creek development agreement, established a service plan for the subject site.

On April 7, 2026, the City of Alvarado received a petition from L. Wayne Powell, Jr. requesting voluntary annexation of approximately 215 acres into the Alvarado city limits, known as R. Bell Survey, Abstract No. 44, J. Bell Survey, Abstract No. 46, T. Stephens Survey, Abstract No. 778, A. Powers Survey, Abstract No. 686, and A. Kimbell Survey, Abstract 46, commonly known as 1303 S. Parkway Dr.

On April 20, 2026, the City Council set this public hearing on the annexation ordinance. Proper public notice was published in the Cleburne Times Review and on the City website in accordance with state statutes.

**FINANCIAL IMPACT:**
None

**RECOMMENDATION:**
The annexation of the approximately 215-acre site is consistent with the City's 2026 Comprehensive Plan.

**MANAGEMENT REVIEW:**
Paul DeBuff, City Manager

**ATTACHMENTS:**
1. Ord 202_-____ Annexation Ordinance 215 acres Chambers Creek
2. Chambers Creek Annex Map with ETJ

**ORDINANCE NO. 2026-____**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ALVARADO, TEXAS APPROVING AN ORDINANCE ANNEXING BY VOLUNTARY PETITION APPROXIMATELY 215 ACRES, MORE OR LESS, OF LAND LOCATED IN THE EXTRATERRITORIAL JURISDICTION OF THE CITY OF ALVARADO, JOHNSON COUNTY, TEXAS; SITUATED IN THE R. BELL SURVEY, ABSTRACT NO. 44, J. BELL SURVEY, ABSTRACT NO. 46, T. STEPHENS SURVEY, ABSTRACT NO. 778, A. POWERS SURVEY, ABSTRACT NO. 686, AND A. KIMBELL SURVEY, ABSTRACT 46, COMMONLY KNOWN AS 1303 S. PARKWAY DRIVE, AS REQUESTED BY L. WAYNE POWELL; PROVIDING FOR THE ANNEXATION INTO THE CITY OF ALVARADO SAID PROPERTY FOR ALL MUNICIPAL PURPOSES; EXTENDING THE BOUNDARY LIMITS OF THE CITY TO INCLUDE THE DESCRIBED PROPERTY IN THE CITY LIMITS; AND GRANTING TO ALL THE INHABITANTS OF SAID PROPERTY ALL THE RIGHTS AND PRIVILEGES OF OTHER CITIZENS AND BINDING SAID INHABITANTS BY ALL OF THE ACTS, ORDINANCES, RESOLUTIONS, AND REGULATIONS OF THE CITY; PROVIDING FOR AMENDMENT TO THE OFFICIAL MAP; DIRECTING THE CITY SECRETARY TO FILE COPY WITH COUNTY CLERK AND APPRAISAL DISTRICT; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City of Alvarado, Texas is a Home-Rule municipality located in Johnson County, created in accordance with the provisions of Chapter 9 of the Local Government Code and operating pursuant to the provisions of, and subject only to the limitations imposed by the State Constitution, State Laws, and the City Charter; and

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

**WHEREAS,** the property owner, L. WAYNE POWELL, submitted a petition for voluntary annexation of approximately 215 acres of land in accordance with Section 43.0671 of the Texas Local Government Code; and

**WHEREAS,** after proper notice was provided in accordance with Chapter 43 of the Texas Local Government Code, a public hearing on the proposed annexation was held before the Alvarado City Council at their regular meeting on MAY 18, 2026 after due notice in the manner provided by

law; and

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

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

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

## SECTION 1. ANNEXATION

That all portions of the following parcel (the "Territory") located in Johnson County, Texas, being comprised of approximately 215 acres of territory described as being in the R. Bell Survey, Abstract No. 44, J. Bell Survey, Abstract No. 46, T. Stephens Survey, Abstract No. 778, A. Powers Survey, Abstract No. 686, and A. Kimbell Survey, Abstract 46, Johnson County, Texas, is hereby annexed to the City of Alvarado as a part of the city for all municipal purposes, and the city limits are extended to include such Territory, being more particularly described on Exhibit "A" and shown in Exhibit "B" attached to and incorporated in this Ordinance for all purposes.

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

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

## SECTION 3. OFFICIAL MAP

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

## SECTION 4. FILING CERTIFIED COPY

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

## SECTION 5. SERVICE PLAN

The Service Plan prepared in accordance with applicable provisions of state law pertaining to annexation, as previously set forth in the Chambers Creek Development Agreement approved on April 6, 2026, by Alvarado City Council, and is incorporated herein for all intent and purposes.

## SECTION 6. CUMULATIVE CLAUSE

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

## SECTION 7. SEVERABILITY CLAUSE

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

## SECTION 8. AREAS EXCEPTED FROM ANNEXATION

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

**SECTION 9. EFFECTIVE CLAUSE**

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

**AND IT IS SO ORDAINED.**

PASSED by a vote of _____ to _____ this 18th day of May, 2026.

**CITY OF ALVARADO**

By: _____
Jacob Wheat, Mayor

ATTEST:

_____
Bobbie Jo Taylor, City Secretary

# Exhibit A

Parcel - 1
188.62 Acres Johnson
County, Texas

BEING 188.62 acres of land in the Robert Bell Survey, Abstract Number 44, J. Bell Survey, Abstract No. 46, T. Stephens Survey, Abstract No. 778, and the Ambrose Powers Survey, Abstract Number 686, Johnson County, Texas; being part of that certain tract of land described in a Warranty Deed to Alvarado 228 Development. LLC. as recorded in Book 2016 Page 2678, Deed Records, Johnson County, Texas (D.R.J.C.T.), and being more particularly described, by metes and bounds, as follows:

BEGINNING at a mag nail with washer set stamped “MANHARD CONSULTING” at the northernmost northwest corner;

THENCE North 89°45'44” East, a distance of 1,669.99 feet to a yellow capped 5/8” iron rod set stamped “MANHARD CONSULTING”;

THENCE North 62°48'30” East, continuing along said line, a distance of 147.84 feet to a mag nail with washer set stamped “MANHARD CONSULTING” at the northeast corner;

THENCE South 25°14'01” East, along the common line, a distance of 2,002.48 feet to a 1/2” iron rod found;

THENCE South 01°37'36” West, a distance of 314.22 feet to a found fence post;

THENCE South 89°01'16” East, a distance of 676.85 feet to a found 1/2" iron rod;

THENCE South 00°12'15” East, a distance of 1,428.77 feet to a 1/2" iron rod found at the southeast corner;

THENCE South 82°22'29” West, a distance of 160.00 feet to a capped 5/8" iron rod found stamped "RPLS 4838";

THENCE North 84°13'06” West, 557.60 feet to a point for corner;

THENCE North 78°11'06” West, 75.80 feet to a point for corner;

THENCE North 36°28'06” West, 127.40 feet to a point for corner;

THENCE South 75°02'54” West, 101.10 feet to a point for corner;

THENCE South 60°58'54” West, 175.40 feet to a point for corner;

THENCE South 77°47'51” West, 175.00 feet to a point for corner;

THENCE South 56°30'54” West, 172.60 feet to a point for corner;

THENCE North 86°37'06” West, 202.00 feet to a point for corner;

THENCE North 55°59'06” West, 54.80 feet to a point for corner;

THENCE North 45°42'06” West, 143.80 feet to a point for corner;

THENCE North 35°43'06” West, 100.00 feet to a point for corner;

THENCE North 21°54'06” West, 58.20 feet to a point for corner;

THENCE North 78°48'06” West, 186.90 feet to a point for corner;

THENCE North 80°49'06” West, 120.90 feet to a point for corner;

THENCE South 84°37'54” West, 367.50 feet to a point for corner;

THENCE South 76°51'54” West, 22.35 feet to a point for corner;

THENCE North 12°47'36” West, 333.88 feet to a point for corner;

THENCE North 33°45'46” West, 978.77 feet to a point for corner;

THENCE North 89°48'52” East, 1.29 feet to a point for corner;

THENCE North 01°00'47” East, 2,128.25 feet to a point for corner;

THENCE South 89°49'45” West, 199.77 feet to a point for corner;

THENCE North 01°10'12” East, 20.88 feet to the POINT OF BEGINNING, containing 188.62 acres of land.

Parcel - 2

26.41 Acres

Johnson County, Texas

BEING 26.41 acres of land in the A. Kimbell Survey, Abstract Number 479, and the J. Bell Survey, Abstract No. 46, Johnson County, Texas; being part of that called 228.322 acre tract of land described in a Warranty Deed to Alvarado 228 Development. LLC. as recorded in Book 2016, Page 2678, Deed Records, Johnson County, Texas (D.R.J.C.T.), and being more particularly described, by metes and bounds, as follows:

COMMENCING at a mag nail with washer set stamped "MANHARD CONSULTING" at the northernmost northwest corner of said 228.322 acres, and being on the centerline of Maple Street (prescriptive roadway);

THENCE South 01°10'12" West leaving said centerline, a distance of 20.88 feet to a ½-inch iron rod;

THENCE North 89°49'45" East, a distance of 199.77 feet to a capped ½-inch iron rod stamped "DANNENBAUM";

THENCE South 01°00'47" West, a distance of 2,128.25 feet to a 5/8-inch iron rod stamped "FORT WORTH SURVEYING" for the POINT OF BEGINNING;

THENCE South 33°42'00" East, a distance of 978.06 feet to a point for corner;

THENCE South 12°47'36" East, a distance of 333.88 feet to a point in Chambers Creek;

THENCE westerly with Chambers Creek as follows:

South 76°51'54" West, 180.65 feet;

South 85°21'54" West, 200.10 feet;

North 86°16'06" West, 178.50 feet;

South 75°39'54" West, 300.00 feet;

South 79°27'54" West, 200.60 feet;

North 60°35'35" West, 113.10 feet;

North 26°54'15" West, 139.50 feet;

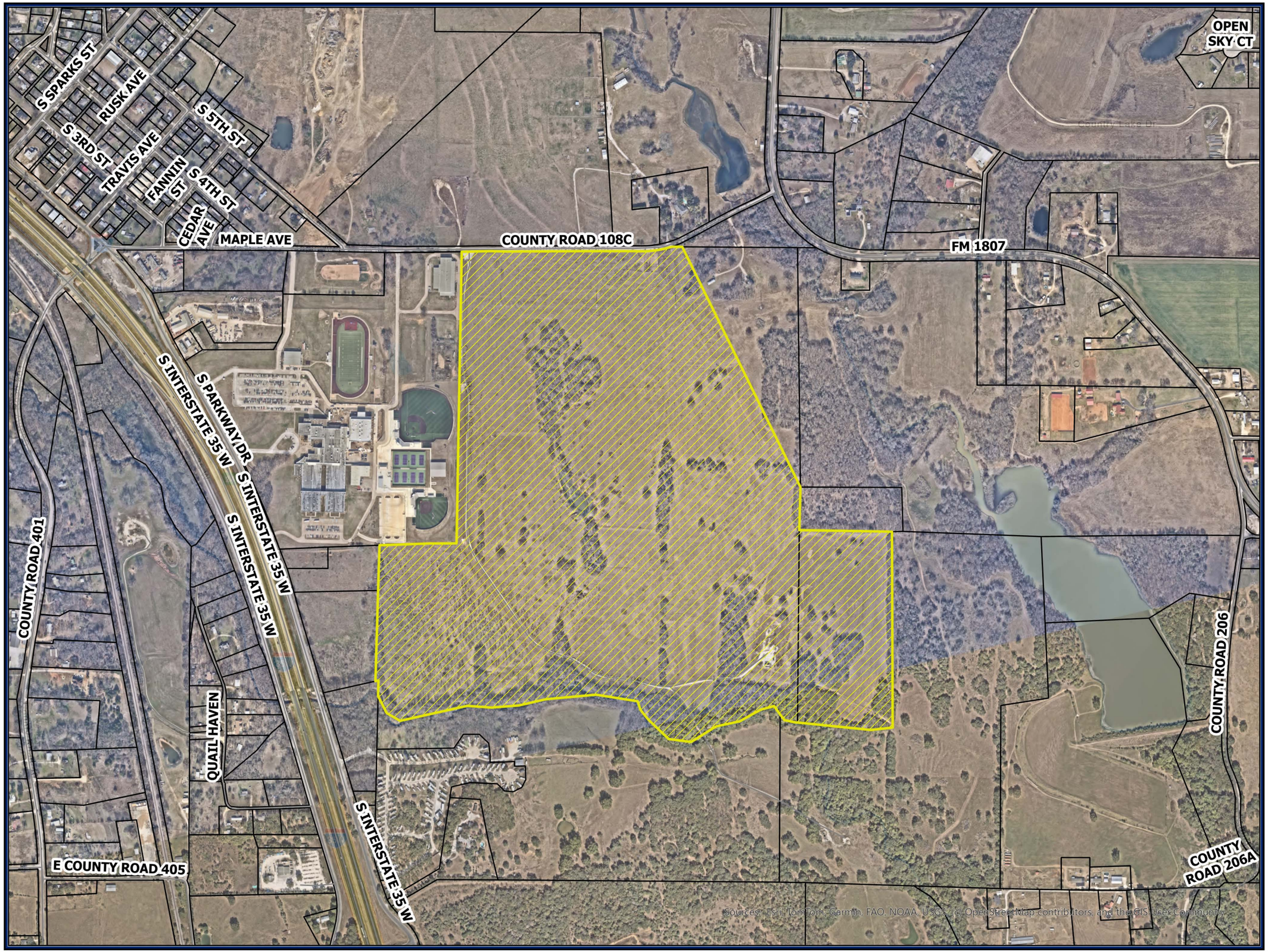
THENCE North 01°04'35" East leaving said Creek, 113.85 feet to a fence post;

THENCE North 01°15'43" East, a distance of 989.34 feet to a ½-inch iron rod;

THENCE North 88°03'11" East, a distance of 362.87 feet to a 60d nail;

THENCE North 89°48'52" East, a distance of 199.83 feet to the POINT OF BEGINNING, containing 26.41 acres of land more or less.

P/611.174001/doc/survey/legal Desc/Alvarado Sports Plex




# Exhibit B

## Location Map

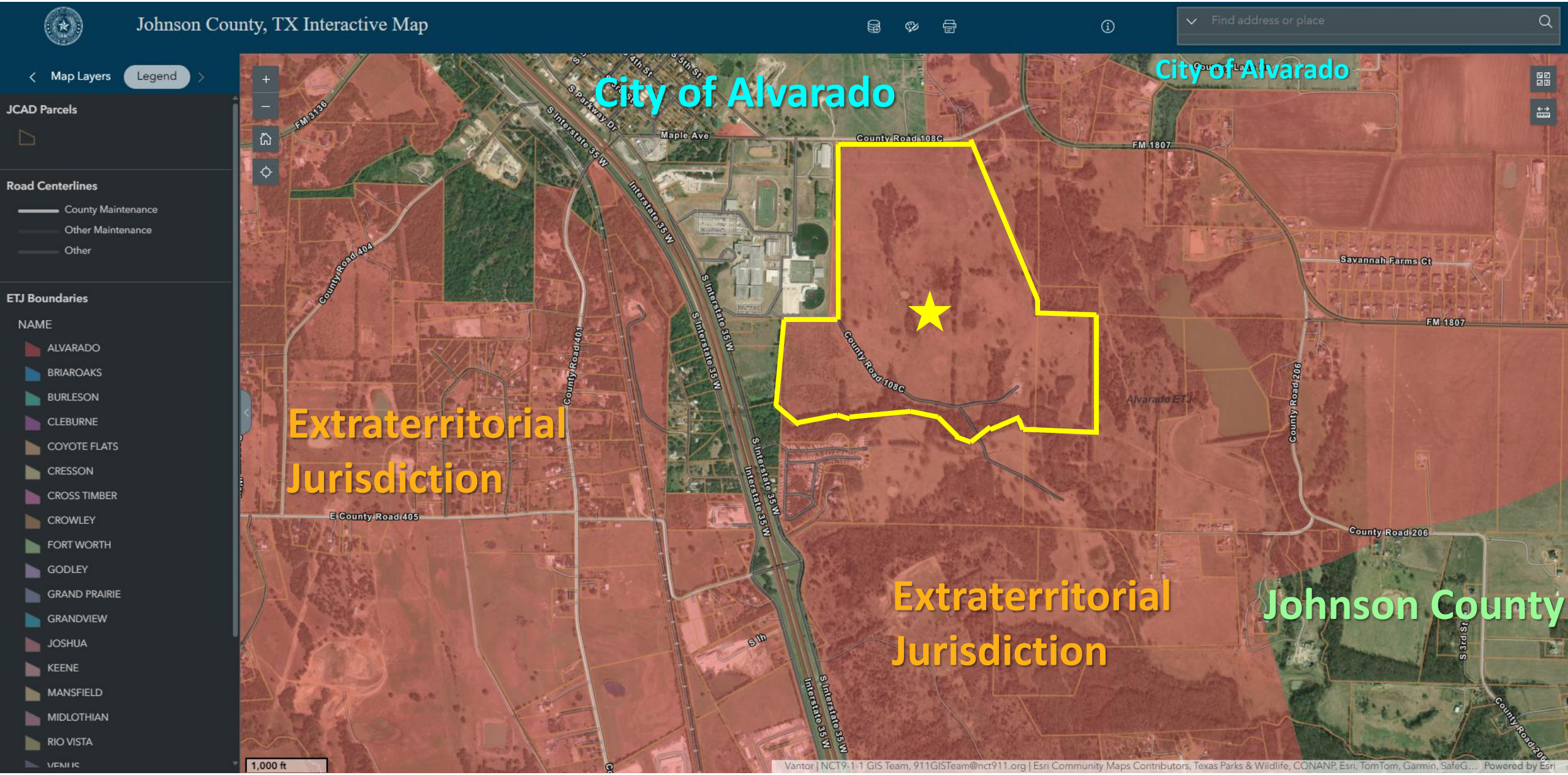
**Legend**

- Subject Property
- Roads
- Johnson County Parcels

N
W E
S

0 485 970 Feet

4/2/2026


Johnson County, TX Interactive Map
Find address or place
Map Layers
Legend
JCAD Parcels
Road Centerlines
County Maintenance
Other Maintenance
Other
ETJ Boundaries
NAME
ALVARADO
BRIAROAKS
BURLESON
CLEBURNE
COYOTE FLATS
CRESSON
CROSS TIMBER
CROWLEY
FORT WORTH
GODLEY
GRAND PRAIRIE
GRANDVIEW
JOSHUA
KEENE
MANSFIELD
MIDLOTHIAN
RIO VISTA
City of Alvarado
City of Alvarado
Extraterritorial Jurisdiction
Extraterritorial Jurisdiction
Johnson County
Alvarado ETJ
FM 3136
S Parkway Dr
Maple Ave
County Road 108C
FM 1807
Savannah Farms Ct
Interstate 35 W
County Road 404
County Road 401
E County Road 405
County Road 206
S 3rd St
1,000 ft
Vantor | NCT9-1-1 GIS Team, 911GISTeam@nct911.org | Esri Community Maps Contributors, Texas Parks & Wildlife, CONANP, Esri, TomTom, Garmin, SafeG... Powered by Esri

**City Council Management Report**
**Meeting Date**: 6/15/2026
**Contact**: Justin French, Community Development Director

**AGENDA ITEM:**
Public hearing, consideration and action on Ordinance No. 2026-0013, An Ordinance of the City of Alvarado, Texas, Rezoning from Agricultural (A) District to Planned Development (Pd) District for Garden Home (GN) District and Single Family Residential (Sf-2) District uses with Deviations and Development Plan approval on approximately 188.62 acres known as land in the R. Bell Survey, A-44, the J. Bell Survey, A-46, the T. Stephens Survey, A-778, and the A. Powers Survey, A-686; Rezoning from Agricultural (A) District to Floodplain & Nature (FN) District on approximately 26.1 acres known as land in the A. Kimbell Survey, A-479, and the J. Bell Survey, A-46; and Rezoning from Agricultural (A) District with a portion in the Floodplain (FP) Overlay District to Regional Mixed Use(RMU) District on approximately 13.29 acres known as land in the A. Kimball Survey, A-479, and the J. Bell Survey, A-46, all approximately addressed at 1303 S. Parkway Drive, in The City of Alvarado, Johnson County, Texas; Providing that this ordinance shall be cumulative of all ordinances; Providing a severability clause; Providing for publication in the Official Newspaper; and Providing an effective date. (Chambers Creek Rezone) (French)

**BACKGROUND & FINDINGS:**
The Future Land Use Plan (FLUP) map within the Alvarado Comprehensive Plan designates the subject site for Master Planned Community with exception of a portion designated Floodplain. The Master Planned Community land use category is intended to function as complete, thoughtfully designed neighborhoods rather than collections of isolated subdivisions. These areas integrate housing, amenities, parks, and small commercial nodes into a cohesive and recognizable place. Master Planned Communities can also be primarily commercial in nature, as long as they are designed as a neighborhood or village, with complementary residential areas. The proposed rezoning is consistent with six out of seven of the design and place principals for the Master Planned Community character. The requested Regional Mixed-Use (RMU) zoning along the IH 35W frontage road allows structures up to 55 feet in height, while the Master Planned Community vision is typically no more than three stories. The proposed Floodplain + Nature (FN) District more or less follows FEMA designated floodplain as recommended by the comprehensive plan.

**FINANCIAL IMPACT:**
None

**RECOMMENDATION:**
On May 14, 2026, the Planning and Zoning Commission recommended approval by a vote of 3-0. Because the proposed RMU District is adjacent to IH 35W frontage, part of the Chambers Creek development agreement, and buffered from future residential by the proposed FN District, the requested zoning is predominantly consistent with the FLUP's vision and the Comprehensive Plan. In other words, the zoning request is more consistent than it is not consistent with the design and place principals of the Master Planned Community character framework.

**MANAGEMENT REVIEW:**
Paul DeBuff, City Manager

**ATTACHMENTS:**
1. Other Attachments
2. Draft Ord 2026-XXXX Zoning Map Amend

# CITY OF ALVARADO

## APPLICATION FOR ZONING CHANGES

DATE: 4/7/2026 CLERK: _____ FEE: _____ CASE NO: _____

NAME OF APPLICANT: Avalon Development Group LLC PH: ( 972 ) 679-1039

MAILING ADDRESS: 8144 Walnut Hill Ln. Suite 750 Dallas, TX 75231

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

NAME OF OWNER: Alvarado 228 Development, LLC PH: ( 817 ) 357-2160

MAILING ADDRESS: 205 E Henderson St. Cleburne, TX 76031

STREET ADDRESS OF PROPERTY: 1303 S Parkway Dr. ACREAGE: 228.32

LEGAL DESCRIPTION: 126.0046.00470;126.0686.00280;126.0479.00380;126.0479.00381;126.0479.00400

PRESENT ZONE OF PROPERTY: AG & ETJ PRESENT USE: Vacant Land

REQUESTED ZONE: Planned Development PROPOSED USE: Residential & Commercial

REASON FOR CHANGE: Currently zoned AG to allow for residential and commercial development

USAGE OF ADJACENT PROPERTY

NORTH: Vacant Land

SOUTH: Vacant Land & RV Park

EAST: Vacant Land

WEST: Alvarado High School

**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.

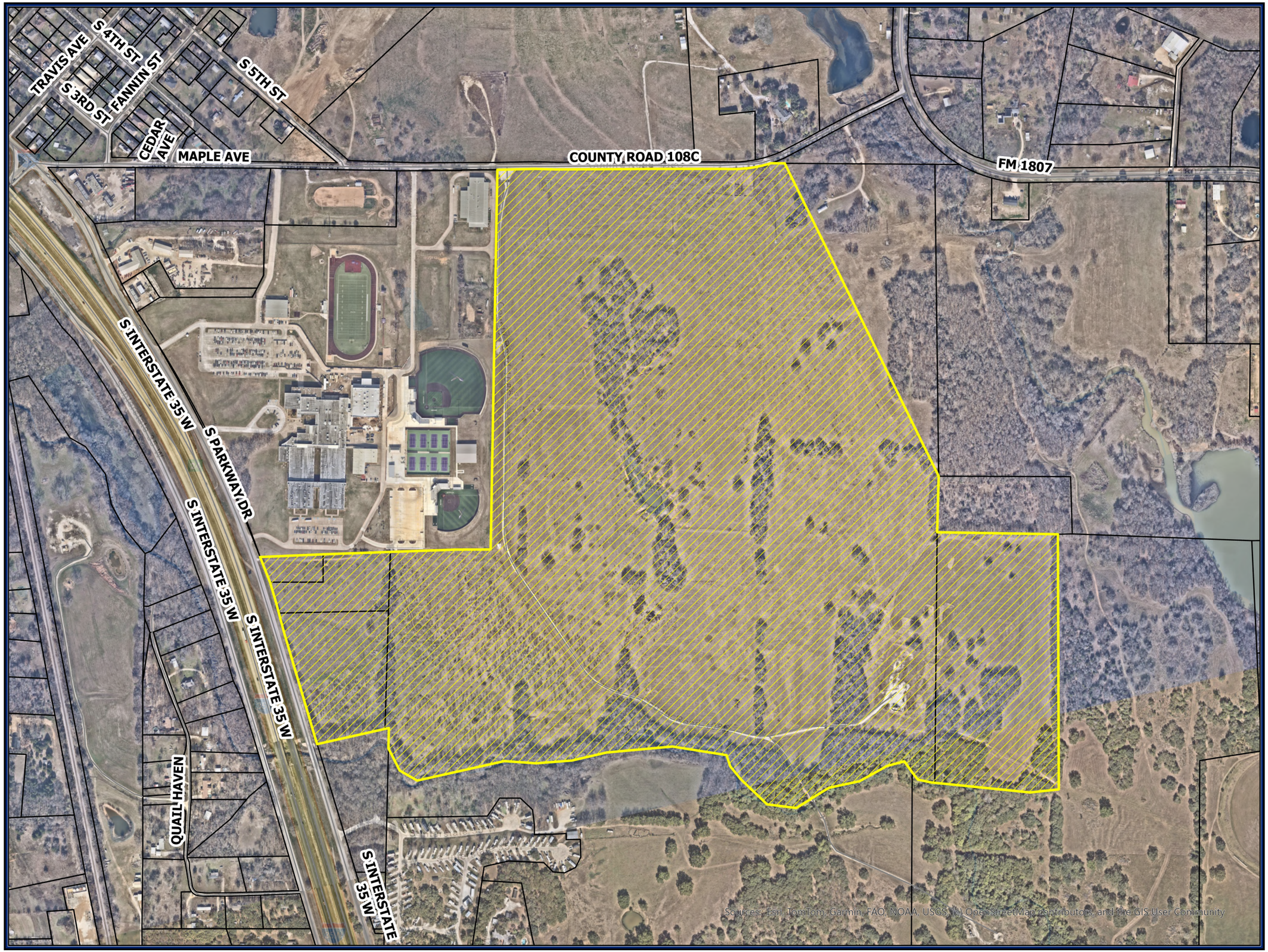
OWNER: _____

SWORN TO AND SUBSCRIBED before me this 7 day of April, 2026, by the person whose signature appears directly above.

ANGELIQUE WILLIAMS
NOTARY PUBLIC
STATE OF TEXAS
ID # 135518024
My Comm. Expires 06-02-2029

Seal

Angelique Williams
Notary Public in and for The State of Texas.
My Commission expires 6-2-2029




# Location Map

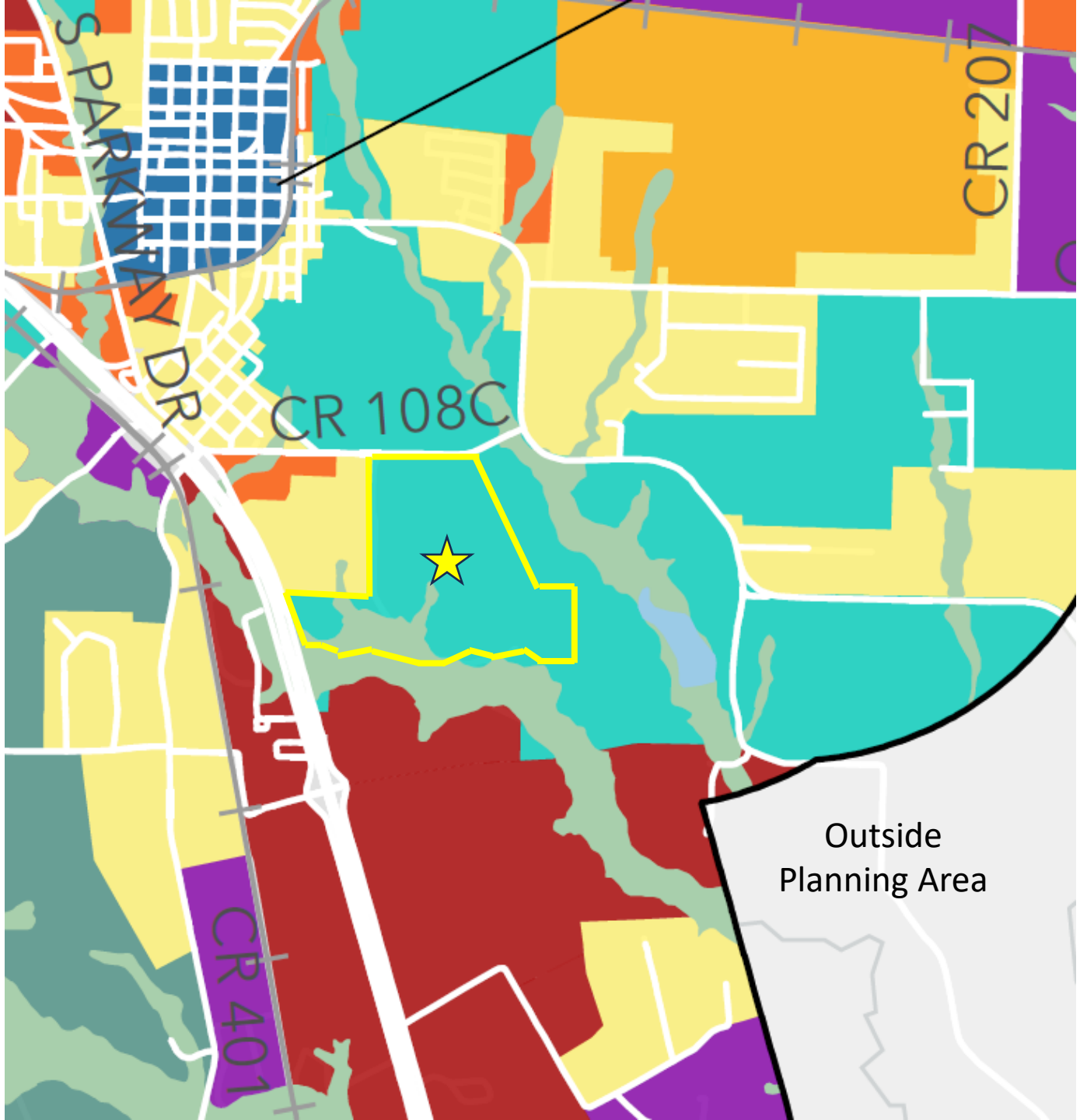
## Legend

- Roads
- Subject Property
- Johnson County Parcels

N
W E
S

0 375 750
Feet

4/7/2026




# Future Land Use Plan

## Legend

- Floodplain
- Existing Neighborhood
- Lake Area
- Master Planned Community
- Downtown
- Neighborhood Mixed Use
- Commerce Flex
- Innovation
- Regional Mixed Use

## VISION: CHARACTER FRAMEWORK

*Future Land Use Plan (FLUP)*

### *Master Planned Community*

**ROLE IN ALVARADO**
Master Planned Communities accommodate growth while reinforcing Alvarado's values through great design and connectivity that support families and long-term identity.

#### CHARACTER VISION

Master Planned Communities are intended to function as complete, thoughtfully designed neighborhoods rather than collections of isolated subdivisions. These areas integrate housing, amenities, parks, and small commercial nodes into a cohesive and recognizable place. Master Planned Communities can also be primarily commercial in nature, as long as they are designed as a neighborhood or village, with complementary residential areas.

#### DESIGN + PLACE PRINCIPLES

- Maintain a maximum building height of two stories, with three stories possible at key intersections
- Integrate residential uses with neighborhood commercial, parks, schools, recreation, and open space
- Organize development around neighborhood centers, small commercial nodes, and community gathering spaces
- Incorporate green space, trails, and family-friendly recreation areas throughout the community
- Preserve floodplain and natural areas where possible
- Establish strategic and branded character and design across streetscapes, architecture, and signage
- Create connected internal networks of sidewalks and trails that support walkability and daily needs





## VISION: CHARACTER FRAMEWORK

*Future Land Use Plan (FLUP)*

### *Floodplain + Nature*

**CHARACTER VISION**

Floodplain + Nature areas form Alvarado's green space backbone. These green, natural spaces are essential to flood management, ecological health, and public access to open space. They are intentionally preserved as functional systems that protect the community, while enhancing quality of life and providing trail corridors.

**DESIGN + PLACE PRINCIPLES**

- Conserve floodplains and limit the level of development within these areas
- Support uses such as open space, parks, trails, and other low-impact amenities
- Preserve green, natural areas as functional floodplain and drainage systems
- Prioritize habitat preservation and enhancement, protection and installation of native landscaping, and natural drainage features
- Focus improvements on trails, passive recreation, and nature restoration
- Avoid development that increases flood risk or long-term maintenance obligations

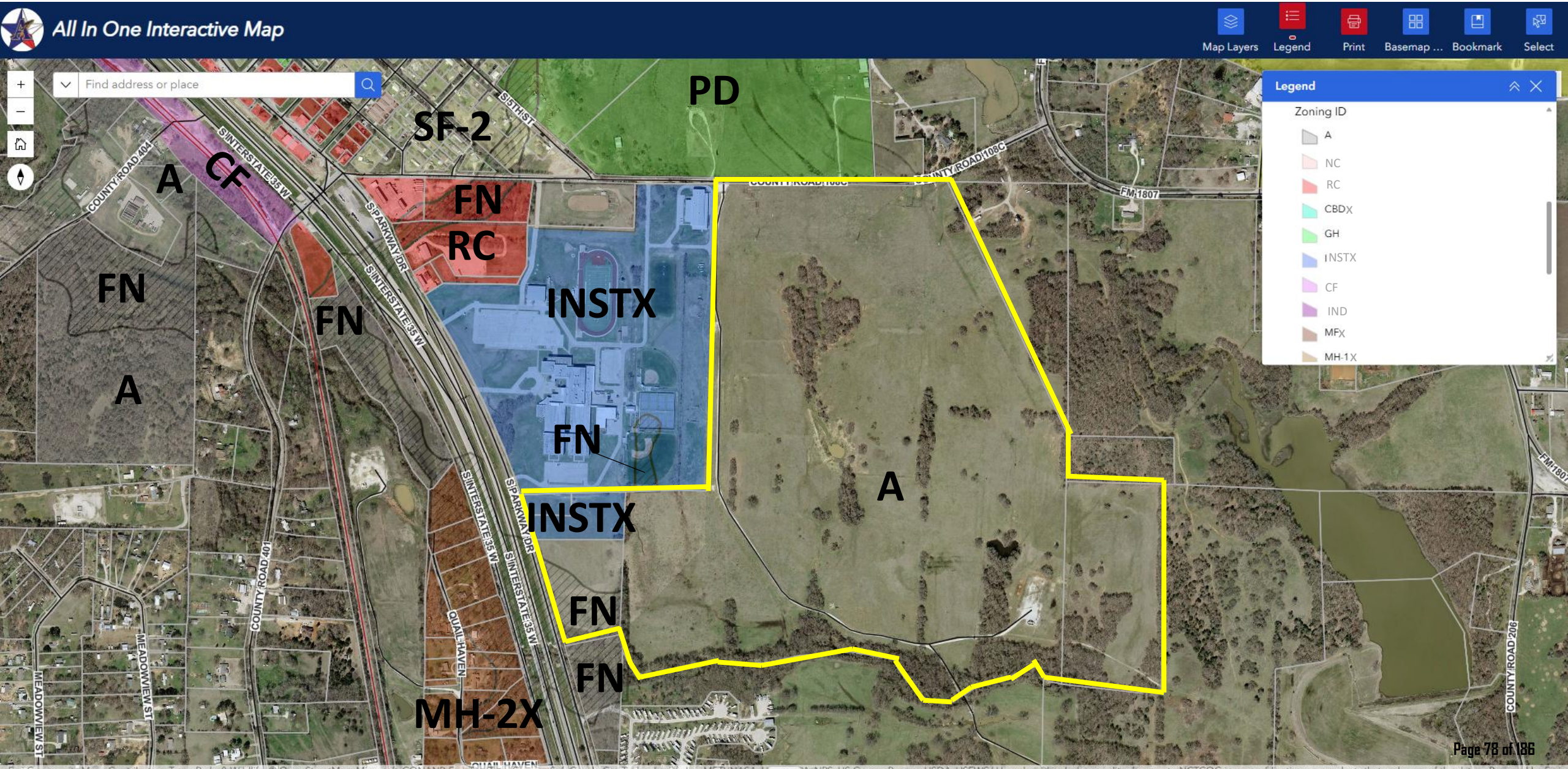
**ROLE IN ALVARADO**

Floodplain + Nature areas shape where development should not occur while strengthening resilience, recreation, and environmental stewardship across the city.

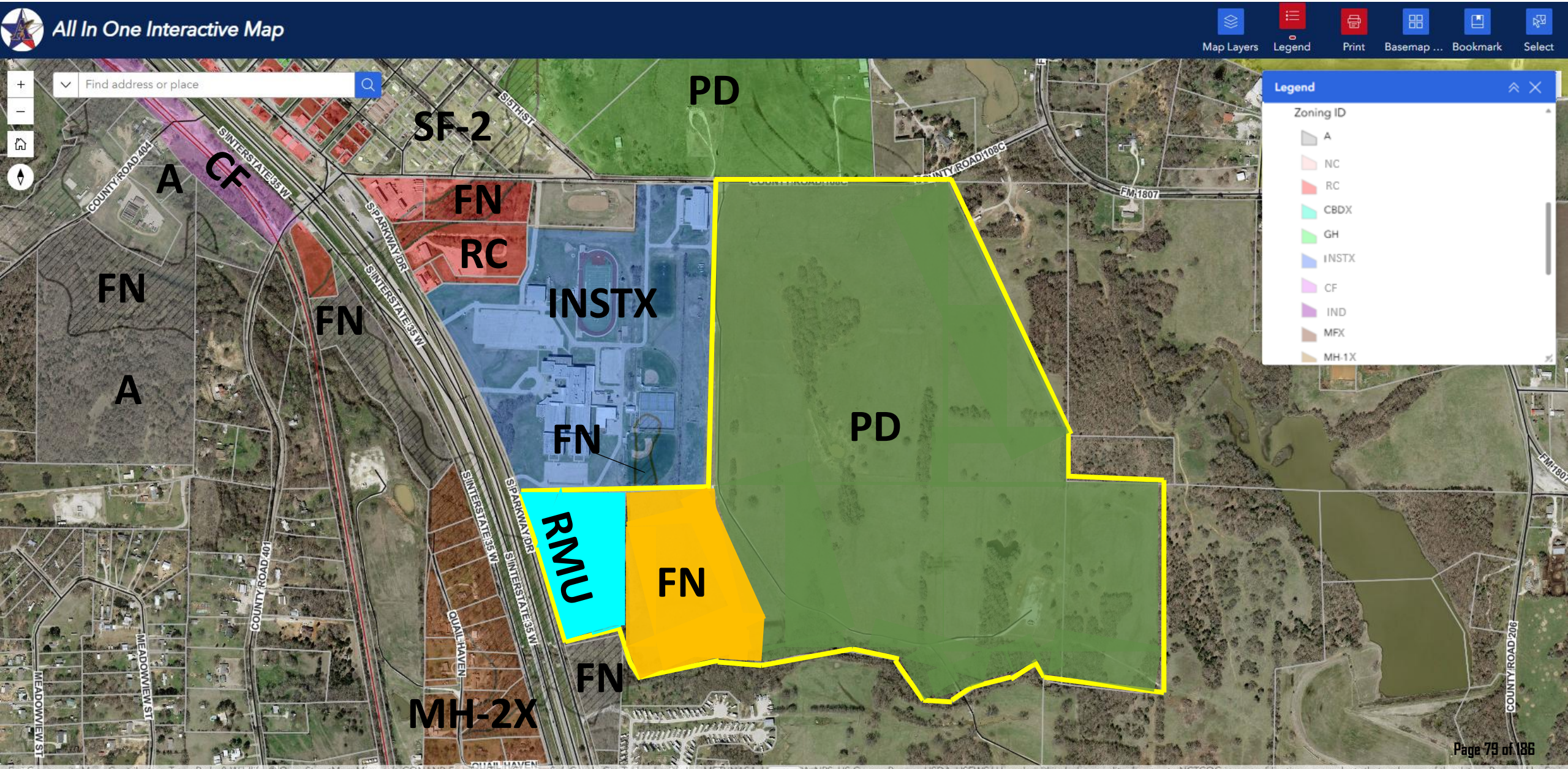




# Current Zoning Map



# Zoning Map with Proposed Amendment



## § 42-40. RMU Regional Mixed Use district

(a) Purpose. The RMU district is intended to provide for high intensity mixed uses, including highway-oriented commercial, residential, and hospitality uses. The uses permitted in the RMU district are not generally carried on completely within a building or structure and an expanded range of commercial uses is permitted. This district is reserved for areas adjacent to major highways and corridors.

(b) Permitted uses and parking regulations. In the RMU district, no building or land shall be used and no building shall be hereafter erected, placed, reconstructed, altered or enlarged, unless otherwise provided in this chapter, except for the following uses:

| Use | Parking Regulations |
|---|---|
| Accessory building to main use | 1 space per employee to be occupying the building |
| Amusement, commercial (indoor or outdoor) | 1 space for every 1,000 square feet of gross floor area |
| Antique shop | 1 space for every 200 square feet of floor area |
| Arts, crafts store (indoor or outdoor sales) | 1 space for every 200 square feet of floor area |
| Assisted living facility | 1 space per employee, plus 1 space for each 6 beds |
| Auto laundry | 1 space per 200 square feet of floor space |
| Auto parts sales (inside) | 1 space for every 200 square feet of floor area |
| Auto repair, minor | 3 spaces per service bay, plus 1 space per employee (maximum shift), plus 1 space per tow truck or other service vehicle |
| Automobile and trailer sales area, new or used | 1 space per employee, plus 1 space per stored vehicle, plus 1 space for each 500 square feet of indoor floor area or 1 space for each 1,000 square feet of outdoor area, whichever is greater |
| Automobile service station | 3 spaces per service bay, plus 1 space per employee (maximum shift), plus 1 space per tow truck or other service vehicle |
| Bakery and confectionery, retail sales | 1 space per 300 square feet of gross floor area |
| Bank, savings and loan, credit union | 1 space per 200 square feet of gross floor area |

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|---|---|
| Bar, tavern, nightclub | 1 space per 300 square feet of gross floor area |
| Barber school or college | 1 space for each 2 students, plus 1 space for each classroom, laboratory or instruction area |
| Barbershop | 1 space per 200 square feet of gross floor area |
| Beauty culture school; cosmetology spec. shop | 6 or 1 space per 300 square feet of gross floor area |
| Beauty shop | 1 space per 200 square feet of gross floor area |
| Bed and breakfast inn | 2 enclosed spaces per unit, must be attached to main structure |
| Boat sales and storage | 1 space per 300 square feet of gross floor area |
| Bowling alley | 6 spaces for each lane |
| Building materials, hardware (inside storage) | 2 spaces plus 1 additional parking space for each 500 square feet of gross floor area over 1,000 square feet |
| Bus terminal | 1 space per intended user |
| Business service | 1 space per 300 square feet of gross floor area |
| Candle manufacturing | 1 space for each 2 employees on the maximum working shift, plus space to accommodate all vehicles used in connection therewith, but not less than 1 space per 1,000 square feet of gross floor area, whichever is greater |
| Carwash | 1 space per employee |
| Child care center | 1 space per ten pupils/clients (design capacity) |
| Civic center | 10 spaces plus 1 space for each 300 square feet of floor area in excess of 2,000 square feet. If an auditorium is included as part of the building, its floor area shall be deducted from the total and additional parking provided on the basis of 1 space for each 4 seats that it contains. |
| Clinic, medical or dental | 1 space per 200 square feet of gross floor area |
| Community center, private | 10 spaces plus 1 additional space for each 300 square feet of gross floor area in excess of 2,000 square feet. If an auditorium is included as a part of the building, its floor area shall be deducted from the total and additional parking provided on the basis of 1 space for each 4 seats that it contains. |
| Community center, public | 10 spaces plus 1 additional space for each 300 square feet of gross floor area in excess of 2,000 square feet. If an auditorium is included as a part of the building, its floor area shall be deducted from the total and additional parking provided on the basis of 1 space for each 4 seats that it contains. |

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|---|---|
| Concrete, asphalt batching plant (temporary) | 1 space for each 2 employees on the maximum working shift, plus space to accommodate all vehicles used in connection therewith, but not less than 1 space for each 1,000 square feet of gross floor area, whichever is greater |
| Construction yard (temporary) | 1 space per employee to be occupying the area |
| Convenience store | 1 space per 300 square feet of gross floor area or 32 [sic] |
| Custom personal service shop | 1 space per 200 square feet of gross floor area |
| Dance hall | 1 space per 100 square feet of gross floor area |
| Discount, variety, or department store | 1 space per 200 square feet of gross floor area |
| Drapery, needlework, or weaving shop | 1 space per 300 square feet of gross floor area |
| Electrical substation | 1 space per employee |
| Electrical transmission line | 0 spaces |
| Engine and motor repair | 3 spaces per service bay, plus 1 space per employee (maximum shift), plus 1 space per tow truck or other service vehicle |
| Exhibition area | 1 space per employee, plus 1 space for each 2 patrons based on maximum patron load |
| Farm equipment, sales and service | 2 spaces plus 1 additional parking space for each 500 square feet of gross floor area over 1,000 square feet |
| Feed and farm supply (inside sales/storage) | 1 space per 300 square feet of gross floor area |
| Feed and farm supply (outside sales/storage) | 1 space per 300 square feet of gross floor area |
| Field or sales office, temporary | 1 space per employee |
| Florist | 1 space per 300 square feet of gross floor area |
| Food store; grocery store | 1 space per 300 square feet of gross floor area |
| Fraternal organization, lodge or civic club | 1.25 spaces per 200 square feet |
| Furniture and appliance repair and storage | 2 spaces plus 1 additional parking space for each 500 square feet of gross floor area over 1,000 square feet |
| Furniture, appliance store | 2 spaces plus 1 additional parking space for each 500 square feet of gross floor area over 1,000 square feet |
| Garage, private | 1 space per employee to be occupying the garage |
| Garden (patio) home | 2 enclosed spaces per unit, must be attached to main structure |
| Garden center (retail sales) | 1 space per 200 square feet of gross floor area |
| Gas metering station | 1 space per employee |
| General merchandise indoor auction | 1 space per 300 square feet of gross floor area |
| General merchandise store | 1 space per 200 square feet of gross floor area |

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| Greenhouse or plant nursery, commercial | 1 space per 200 square feet of floor area |
| Greenhouse or plant nursery, noncommercial | 1 space per employee |
| Gymnastic or dance studio | 1 space for each three seats at maximum seating capacity, plus 1 space for each 200 square feet |
| Handcraft shop | 1 space per 300 square feet of gross floor area |
| Health club; gymnasium | 1 space per employee plus 1 space per 100 square feet of floor area |
| Heliport or helistop | 1 space if located on the ground |
| Hospital (acute care) | 1 space for every 2 beds |
| Hospital (chronic care); long-term health care facility | 1 space for each 2 beds |
| Hotel, motel, motor hotel, or motor lodge | 1 space for each sleeping room, unit or guest accommodation, plus 1 space for each 300 square feet of commercial floor area |
| Laboratory, medical or dental | 1 space per 300 square feet of gross floor area or 1 of the clinics |
| Laundry and cleaning, commercial | 1 space per 300 square feet of gross floor area |
| Library | 10 spaces plus 1 additional space for each 300 square feet of gross floor area in excess of 2,000 square feet. If an auditorium is included as a part of the building, its floor area shall be deducted from the total and additional parking provided on the basis of 1 space for each 4 seats that it contains. |
| Liquefied petroleum gas, storage and sale (no bulk plants) | 1 space per employee plus 1 space for every 2,000 square feet of floor area |
| Local utility distribution lines | 0 spaces |
| Medical supplies, sales and service | 1 space per 300 square feet of gross floor area |
| Metal dealer, crafted precious | 1 space per 300 square feet of gross floor area |
| Mobile food vendor | 0 spaces |
| Mortuary or funeral home | 1 space per 500 square feet of gross floor space in slumber rooms, parlors, or individual funeral service rooms |
| Motorcycle sales and service | 1 space per employee, plus 1 space per stored vehicle, plus 1 space for each 500 square feet of indoor floor area or 1 space for each 1,000 square feet of outdoor area, whichever is greater |
| Multiple-family residence | For residence 1-99 units, 1.5 spaces per unit. For residence over 100 units, 1.5 spaces per unit with 20% being a covered space. |

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| Museum or art gallery | 10 spaces plus 1 additional space for each 300 square feet of gross floor area in excess of 2,000 square feet. If an auditorium is included as a part of the building, its floor area shall be deducted from the total and additional parking provided on the basis of 1 space for each 4 seats that it contains. |
| Nonprofit animal shelter | 1 space per 200 square feet of floor area |
| Nursery school, kindergarten | 1 space per 10 pupils/clients (design capacity) |
| Office center | 1 space per 300 square feet of gross floor area |
| Office, professional or general administrative | 1 space per 300 square feet of gross floor area |
| Office-showroom/warehouse | 1 space per 1,000 square feet of gross floor area for storage and warehousing, plus 1 space for each 100 square feet of office, sales or display area |
| Oil, gas, other mineral extraction | 1 space for each 2 employees on the maximum working shift, plus space to accommodate all vehicles used in connection therewith, but not less than 1 space for each 1,000 square feet of gross floor area, whichever is greater |
| Park, playground or recreation center (public) | 1 space per acre plus additional parking per facility constructed as herein provided |
| Parking lot or parking garage, automobile | 1 space per employee, plus 1 space per vehicle to be parked |
| Pawn shop | 1 space per 300 square feet of gross floor area |
| Personal service shop | 1 space per 200 square feet of gross floor area |
| Pet shop | 1 space per 300 square feet of gross floor area |
| Pharmacy | 1 space per 300 square feet of gross floor area |
| Plumbing service | 1 space per 300 square feet of gross floor area |
| Plumbing, heating, refrigeration or air conditioning business | 1 space per 300 square feet of gross floor area |
| Post office, government and private | 1 space per 300 square feet of gross floor area |
| Public or private franchised utility, excluding office buildings, garages, shops, railroad yards, loading yards, and warehouses | 1 space per employee |
| Quick oil change facility | 1 space per employee |
| Quick tune-up facility | 1 space per employee |
| Racquetball facilities | 4 spaces for each court |
| Radio, TV or microwave operation, amateur or commercial. (See further regulations in section 42-55(i).) | 1 space per employee |
| Railroad station | 1 space per employee, and if station is for public travel, 1 space for every 1,000 square feet of areas meant for public travel |

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|---|---|
| Railroad team track and right-of-way | 1 space per employee |
| Railroad track and right-of-way | 1 space per employee |
| Residence hotel | 1 space for each sleeping room per unit, plus 1 space for each 300 square feet of commercial floor area |
| Restaurant or cafeteria, with drive-in or drive-through service | 1 parking space per 100 square feet of gross floor area |
| Restaurant or cafeteria, without drive-in or drive-through service | 1 parking space per 100 square feet of gross floor area |
| School, commercial | 1 space for each 2 students, plus 1 space for each classroom, laboratory or instruction area |
| School, private (primary and/or secondary) | 1 space for each four seats in the main auditorium or 1 space for each classroom plus 1 space for each 2 students, whichever is greater |
| School, public (primary and/or secondary) | 1 space for each four seats in the main auditorium or 1 space for each classroom plus 1 space for each 2 students, whichever is greater |
| School, trade | 1 space for each 2 students, plus 1 space for each classroom, laboratory or instruction area |
| Second hand store, furniture/clothing | 1 space per 200 square feet of gross floor area |
| Service, retail | 1 space per 200 square feet of gross floor area |
| Sewage pumping station | 0 spaces |
| Shopping center | 1 space per 200 square feet of gross floor area. The total floor area used for restaurants and cafeterias (but not including private clubs) which exceeds 10 percent of the shopping center floor area, shall require an additional 1 parking space per 100 square feet of gross floor area. |
| Shops, office and/or storage area of public or private utility | 1 space per employee |
| Single-family dwelling, attached | 2 enclosed spaces per unit, must be attached to the main structure |
| Stadium or playfield | 1 parking space for each 4 seats or bench seating spaces |
| Studio (photographer, musician, artist) | 1 space per 200 square feet of gross floor area |
| Studio for radio and television | 1 space per 200 square feet of gross floor area |
| Swimming pool, commercial | 1 space for each 100 square feet of gross water surface and deck area |
| Tanning salon | 1 space per 200 square feet of gross floor area |
| Tattoo parlor/body piercing studio | 1 space per 200 square feet of gross floor area |
| Teen club | 1 space for every 1,000 square feet of floor area |
| Telephone exchange | 1 space per employee |

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| Telephone line | 0 spaces |
| Theater (indoor) | 1 space for each 4 seats or bench seating spaces |
| Tire dealer (with outside storage) | 1 space for every 200 square feet of floor area |
| Tool rental shop | 1 space per 200 square feet of gross floor area |
| Transit station or turnaround | 1 space per intended user |
| Truck sales | 1 space per employee, plus 1 space per stored vehicle, plus 1 space for each 500 square feet of indoor floor area or 1 space for each 1,000 square feet of outdoor area, whichever is greater |
| Vertically mixed-use commercial and residential | The sum of the parking ratio for commercial use(s) and the parking ratio for residential uses within the building |
| Washateria | 1 space per 200 square feet of gross floor area |
| Water pumping station or well | 0 spaces |
| Water storage, elevated or ground | 0 spaces |
| Water treatment plant | 1 space per employee |

(c) District restrictions. The following restrictions shall apply to uses in the RC district:

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

(2) Required yards shall not be used for display, sale, or storage of merchandise or for the storage of vehicles, equipment, containers, or refuse facilities;

(3) All merchandise shall be sold at retail on the premises; and

(4) Such use shall not be objectionable because of odor, excessive light, smoke, dust, noise, vibration, or similar nuisance.

(d) Development criteria. Unless otherwise specifically provided in this section, the following development criteria shall apply to this district:

(1) Every use, or any part thereof, that is not conducted within a building completely enclosed on all sides shall be enclosed within a wall or fence a minimum of six feet and a maximum of ten feet in height. Such wall or fence shall completely screen all operations conducted within such wall or fence from observation. No exterior storage area shall encroach into any of the required yards. All outside storage shall be placed upon an all-weather hard surface. The screening requirements set forth above shall not apply to:

a. Off-street parking of motor vehicles in operable condition;

b. Off-street loading;

c. Permitted display of merchandise for sale to the public; and

d. Establishments of the drive-in type.

(2) The first ten feet of the required front yard setback, measured from the property line, shall be landscaped with trees, grass and shrubs, provided with pedestrian walks to the front of the building and maintained in a neat and attractive condition. The balance of said required setback may be utilized for off-street parking.

(3) No loading or storage of material or products shall be permitted in the required front yard.

(4) Pedestrian walkways shall be provided along the perimeter of buildings (where feasible) and connect to walkways, sidewalks, and/or trails within the development.

(e) Specific uses. The following specific uses are allowed in the RMU district when authorized under the provisions of section 42-45:

| Use | Parking Regulations |
|---|---|
| Air conditioning and refrigeration contractor | 1 space for every 200 square feet of floor area |
| Airport, landing field | 1 space per employee, plus 1 space per stored vehicle |
| Arcade | 1 space for every 200 square feet of floor area |
| Assisted living facility | 1 space per employee to be occupying the building |
| Auto leasing | 1 space per employee, plus 1 space per stored vehicle, plus 1 space for each 500 square feet of indoor floor area or 1 space for each 1,000 square feet of outdoor area, whichever is greater |
| Brew pub | 1 space per 100 square feet of gross floor area |
| Building materials, hardware (outside storage) | 2 spaces plus 1 additional parking space for each 500 square feet of gross floor area over 1,000 square feet |
| Cabinet and upholstery shop | 1 space per 300 square feet of gross floor area |
| Cemetery or mausoleum | 1 space per employee plus 1 space for every 1,000 square feet of gross floor area |
| Church, rectory, place of worship | 1 space for every 4 seats in the main auditorium |
| Cleaning and dyeing, small shop | 1 space per 300 square feet of gross floor area |
| College or university | 1 space for each 2 students, plus 1 space for each classroom, laboratory or instruction area |
| Community home | 1 space per employee to be occupying the building |
| Electric power generating plant | 1 space per employee |
| Fairgrounds | 1 space per employee, plus 1 space for each 2 patrons based on maximum patron load |
| Farm seed and/or fertilizer sales/storage (inside) | 1 space for each 2 employees on the maximum working shift, plus space to accommodate all vehicles used in connection therewith, but not less than 1 space per 1,000 square feet of gross floor area, whichever is greater |
| Flea market | 1.5 spaces for each 200 square feet of gross floor area or market area |
| Golf driving range | 1 space per employee plus 1 space per 5,000 square feet of floor area |
| Heavy machinery sales | 2 spaces plus 1 additional parking space for each 500 square feet of gross floor area over 1,000 square feet |

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|---|---|
| Kennel (with or without outside pens) | 1 space per 200 square feet of floor area |
| Microbrewery | 1 space per 200 square feet of floor area |
| Microdistillery | 1 space per 200 square feet of floor area |
| Newspaper printing | 1 space per 300 square feet of gross floor area |
| Parking lot or parking garage, truck parking | 1 space per employee, plus 1 space per vehicle to be parked |
| Pipe sales and supply | 1 space for each 2 employees on the maximum working shift, plus space to accommodate all vehicles used in connection therewith, but not less than 1 space per 1,000 square feet of gross floor area, whichever is greater |
| Print shop | 1 space per 300 square feet of gross floor area |
| Pump sales, repair and maintenance | 1 space for each 2 employees on the maximum working shift, plus space to accommodate all vehicles used in connection therewith, but not less than 1 space per 1,000 square feet of gross floor area, whichever is greater |
| Registered family home | 1 space per employee |
| Retirement housing | 1 space for each 6 beds per unit |
| Sand, gravel, stone or earth sales | 1 space per 300 square feet of gross floor area |
| School, trade or commercial | 1 space for each 2 students, plus 1 space for each classroom, laboratory or instruction area |
| Self storage; mini-warehouse | 4 spaces per complex, plus 1 space per 5,000 square feet of storage area |
| Servant's, caretaker's or guard's residence | 1 space per unit |
| Service yards of government agency | 1 space per employee |
| Sewage treatment plant | 1 space per employee |
| Solid waste transfer station | 1 space per employee |
| Storage/wholesale warehouse, light | 1 space for each 2 employees, or 1 space per 1,000 square feet of total gross floor area, whichever is greater |
| Swimming pool, private | 1 space for each 100 square feet of gross water surface and deck area |
| Theater (outdoor) | 1 space for each 4 seats or bench seating spaces |
| Tire dealer (no outside storage) | 1 space for every 200 square feet of floor area |
| Tobacco sales | 1 space per 200 square feet of gross floor area |
| Trailer rental | 1 space per 200 square feet of gross floor area |
| Travel trailer, manufactured housing or manufactured home display and sales | 1 space per 200 square feet of gross floor area |

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|---|---|
| Truck and bus leasing | 1 space per employee, plus 1 space per stored vehicle, plus 1 space for each 500 square feet of indoor floor area or 1 space for each 1,000 square feet of outdoor area, whichever is greater |
| Truck or motor freight terminal | 1 space per employee plus one space for each intended vehicle to be accommodated |
| Vendor, stationary | 1 space per 200 square feet of gross floor area |
| Veterinarian clinic (with or without outside pens) | 1 space per 200 square feet of gross floor area |

(f) Development requirements.

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|---|---|
| Minimum lot area: | 4,000 square feet |
| Minimum lot width: | 50 linear feet |
| Minimum lot depth: | 80 linear feet |
| Minimum front yard: | 25/35 linear feet[1] |
| Minimum side yard: | No side yard is required except that a side yard of not less than 15 feet shall be provided on the side of a lot abutting a residential use or district. |
| Minimum rear yard: | No rear yard is required except that a rear yard of not less than 25 feet shall be provided upon that portion of a lot abutting a residential use or district. |
| Maximum ground coverage: | 90 percent |
| Maximum density per acre: | 45 du/ac |
| Height | 55 linear feet[2] |

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

[2] No building shall exceed 55 feet in height, except cooling towers, roof gables, chimneys, vent stacks, or mechanical equipment rooms, which may project not more than 12 feet beyond the maximum building height. The height restrictions of this district shall not apply to church steeples.

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

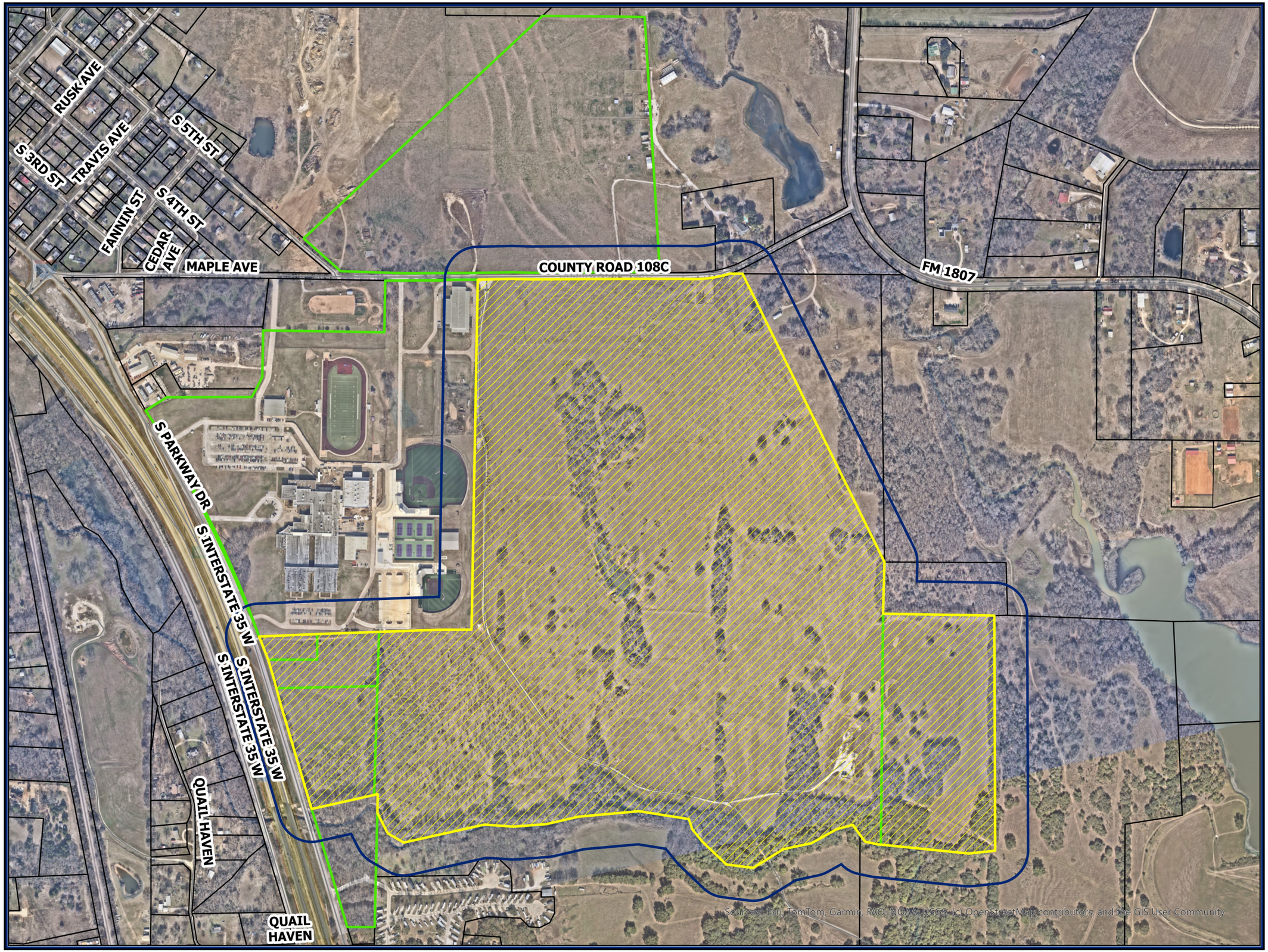
(h) Masonry requirements.

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

(2) All buildings having more than a single story hereafter constructed or placed in the RMU district

shall have at least 50 percent of their exterior wall surface constructed of masonry and/or glass pane.

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




# Notification Map

## Legend

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

N
W E
S

0 405 810 Feet

4/7/2026

| Property ID | Owner Name | Owner Address |
|---|---|---|
| R000110924 | BLOOMFIELD HOMES LP | 1900 W KIRKWOOD BLVD STE 2300 B SOUTHLAKE, TX 76092-0000 |
| R000002512 | ALVARADO 228 DEVELOPMENT LLC | 205 E HENDERSON ST CLEBURNE, TX 76031-0000 |
| R000016792 | ALVARADO 228 DEVELOPMENT LLC | 205 E HENDERSON ST CLEBURNE, TX 76031-0000 |
| R000012036 | ALVARADO ISD | P O BOX 387 ALVARADO, TX 76009-0000 |
| R000012038 | ALVARADO 228 DEVELOPMENT LLC | 205 E HENDERSON ST CLEBURNE, TX 76031-0000 |
| R000012037 | ALVARADO 228 DEVELOPMENT LLC | 205 E HENDERSON ST CLEBURNE, TX 76031-0000 |
| R000012039 | ALVARADO 228 DEVELOPMENT LLC | 205 E HENDERSON ST CLEBURNE, TX 76031-0000 |
| R000012023 | BERYL RESOURCES LLC | 2830 S HULEN NO 384 FT WORTH, TX 76109-0000 |
| R000125680 | ALVARADO ISD | P O BOX 387 ALVARADO, TX 76009-0000 |

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

April 22, 2026

Dear Property Owner,

The City of Alvarado has received the request made by L. Wayne Powell represented by Ted Murphy with Avalon Development Group LLC for approval of a zoning change from Agricultural (A) District to Planned Development (PD) District for Garden Home (GH) District and Single Family Residential (SF-2) District uses with deviations and development plan approval on approximately 188.62 acres known as tracts in the R. Bell Survey, A-44, J. Bell Survey, A-46, T. Stephens Survey, A-778, and the A. Powers Survey, A-686; a zoning change from Agriculture (A) District to Floodplain & Nature (FN) District on approximately 26.41 acres known as land in the A. Kimbell Survey, A-479, and the J. Bell Survey, A-46; and a zoning change from Agriculture (A) District with a portion in the Floodplain (FP) Overlay District to Regional Mixed Use (RMU) District on approximately 13.29 acres known as land in the A. Kimbell Survey, A-479, and the J. Bell Survey, A-46, all approximately addressed at 1303 S. Parkway Drive.

NOTICE OF HEARING BEFORE PLANNING AND ZONING COMMISSION

Notice is hereby given that a public hearing will be held before the Planning and Zoning Commission of the City of Alvarado on Thursday, the 14th day of May 2026, in the Council Chambers, 104 W. College Avenue, at 6:30p.m. regarding this request. The Planning and Zoning Commission will forward a recommendation to the City Council.

NOTICE OF HEARING BEFORE CITY COUNCIL

Notice is hereby given that a public hearing will be held by the City Council of the City of Alvarado on Monday, the 18th day of May 2026, in the Council Chambers, 104 W. College Avenue, at 6:30 p.m., regarding this request.

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

Sincerely,

Justin French

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

**Member Texas Municipal League**

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

April 22, 2025

Alvarado 228 Development, LLC
Attn: L. Wayne Powell
205 E. Henderson Street
Cleburne, TX 76031

The City of Alvarado has received your request for approval of a zoning change from Agricultural (A) District to Planned Development (PD) District for Garden Home (GH) District and Single Family Residential (SF-2) District uses with deviations and development plan approval on approximately 188.62 acres known as tracts in the R. Bell Survey, A-44, J. Bell Survey, A-46, T. Stephens Survey, A-778, and the A. Powers Survey, A-686; a zoning change from Agriculture (A) District to Floodplain & Nature (FN) District on approximately 26.41 acres known as land in the A. Kimbell Survey, A-479, and the J. Bell Survey, A-46; and a zoning change from Agriculture (A) District with a portion in the Floodplain (FP) Overlay District to Regional Mixed Use (RMU) District on approximately 13.29 acres known as land in the A. Kimbell Survey, A-479, and the J. Bell Survey, A-46, all approximately addressed at 1303 S. Parkway Drive.

NOTICE OF HEARING BEFORE PLANNING AND ZONING COMMISSION

Notice is hereby given that a public hearing will be held before the Planning and Zoning Commission of the City of Alvarado on Thursday, the 14th day of May 2026, in the Council Chambers, 104 W. College Avenue, at 6:30p.m. regarding this request. The Planning and Zoning Commission will forward a recommendation to the City Council.

NOTICE OF HEARING BEFORE CITY COUNCIL

Notice is hereby given that a public hearing will be held by the City Council of the City of Alvarado on Monday, the 18th day of May 2026, in the Council Chambers, 104 W. College Avenue, at 6:30 p.m., regarding this request.

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

Sincerely,

Justin French

Justin French, AICP
Community Development Director
City of Alvarado

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

April 22, 2025

Avalon Development Group, LLC
Attn: Ted Murphy
8144 Walnut Hill Ln. Suite 750
Dallas, TX 75231

The City of Alvarado has received your request for approval of a zoning change from Agricultural (A) District to Planned Development (PD) District for Garden Home (GH) District and Single Family Residential (SF-2) District uses with deviations and development plan approval on approximately 188.62 acres known as tracts in the R. Bell Survey, A-44, J. Bell Survey, A-46, T. Stephens Survey, A-778, and the A. Powers Survey, A-686; a zoning change from Agriculture (A) District to Floodplain & Nature (FN) District on approximately 26.41 acres known as land in the A. Kimbell Survey, A-479, and the J. Bell Survey, A-46; and a zoning change from Agriculture (A) District with a portion in the Floodplain (FP) Overlay District to Regional Mixed Use (RMU) District on approximately 13.29 acres known as land in the A. Kimbell Survey, A-479, and the J. Bell Survey, A-46, all approximately addressed at 1303 S. Parkway Drive.

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

Sincerely,

Justin French

Justin French, AICP
Community Development Director
City of Alvarado

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

April 22, 2026

Dear Dr. Kenneth Estes,

The City of Alvarado has received the request made by L. Wayne Powell represented by Ted Murphy with Avalon Development Group LLC for approval of a zoning change from Agricultural (A) District to Planned Development (PD) District for Garden Home (GH) District and Single Family Residential (SF-2) District uses with deviations and development plan approval on approximately 188.62 acres known as tracts in the R. Bell Survey, A-44, J. Bell Survey, A-46, T. Stephens Survey, A-778, and the A. Powers Survey, A-686; a zoning change from Agriculture (A) District to Floodplain & Nature (FN) District on approximately 26.41 acres known as land in the A. Kimbell Survey, A-479, and the J. Bell Survey, A-46; and a zoning change from Agriculture (A) District with a portion in the Floodplain (FP) Overlay District to Regional Mixed Use (RMU) District on approximately 13.29 acres known as land in the A. Kimbell Survey, A-479, and the J. Bell Survey, A-46, all approximately addressed at 1303 S. Parkway Drive. Approval of this rezoning request is anticipated to yield approximately 714 single-family, detached dwelling units, a municipal sports complex, and commercial pad sites adjacent to the IH-35W frontage road.

NOTICE OF HEARING BEFORE PLANNING AND ZONING COMMISSION

Notice is hereby given that a public hearing will be held before the Planning and Zoning Commission of the City of Alvarado on Thursday, the 14th day of May 2026, in the Council Chambers, 104 W. College Avenue, at 6:30p.m. regarding this request. The Planning and Zoning Commission will forward a recommendation to the City Council.

NOTICE OF HEARING BEFORE CITY COUNCIL

Notice is hereby given that a public hearing will be held by the City Council of the City of Alvarado on Monday, the 18th day of May 2026, in the Council Chambers, 104 W. College Avenue, at 6:30 p.m., regarding this request.

This notice is provided in accordance with Section 211.007(c-1) of the Texas Local Government Code. This is notice of the public hearings, at which any interested persons will be given an opportunity to be heard. In hearing this matter, the Planning and Zoning Commission and City Council may approve the request as submitted, may approve an amended request, or may deny the request. For more information on the Comprehensive Plan, its land use classifications and its role in the planning and zoning process, you may contact the Community Development Director at 817.240.9585, or at frenchj@cityofalvarado.org.

Sincerely,

Justin French

Justin French, AICP, Community Development Director, City of Alvarado

**ORDINANCE NO. 2026-____**

**AN ORDINANCE OF THE CITY OF ALVARADO, TEXAS, REZONING FROM AGRICULTURAL (A) DISTRICT TO PLANNED DEVELOPMENT (PD) DISTRICT FOR GARDEN HOME (GH) DISTRICT AND SINGLE FAMILY RESIDENTIAL (SF-2) DISTRICT USES WITH DEVIATIONS AND DEVELOPMENT PLAN APPROVAL ON APPROXIMATELY 188.62 ACRES KNOWN AS LAND IN THE R. BELL SURVEY, A-44, THE J. BELL SURVEY, A-46, THE T. STEPHENS SURVEY, A-778, AND THE A. POWERS SURVEY, A-686; REZONING FROM AGRICULTURAL (A) DISTRICT TO FLOODPLAIN & NATURE (FN) DISTRICT ON APPROXIMATELY 26.1 ACRES KNOWN AS LAND IN THE A. KIMBELL SURVEY, A-479, AND THE J. BELL SURVEY, A-46; AND REZONING FROM AGRICULTURAL (A) DISTRICT WITH A PORTION IN THE FLOODPLAIN (FP) OVERLAY DISTRICT TO REGIONAL MIXED USE (RMU) DISTRICT ON APPROXIMATELY 13.29 ACRES KNOWN AS LAND IN THE A. KIMBALL SURVEY, A-479, AND THE J. BELL SURVEY, A-46, ALL APPROXIMATELY ADDRESSED AT 1303 S. PARKWAY DRIVE, IN THE CITY OF ALVARADO, JOHNSON COUNTY, TEXAS; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR PUBLICATION IN THE OFFICIAL NEWSPAPER; AND PROVIDING AN EFFECTIVE DATE.**

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

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

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

**WHEREAS,** The City Council finds the proposed zoning is consistent with the Future Land Use Plan; and

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

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

**SECTION 1.** That the Comprehensive Zoning Ordinance and the Zoning Map of the City of Alvarado are hereby amended to change the zoning designation on the herein described properties and areas known as a 188.62-acre Parcel, a 26.1-acre Parcel, and a 13.29-acre Parcel in Exhibit "A" of this ordinance.

**SECTION 2.** The Permitted Uses and Development Standards attached hereto as Exhibit "B" and the Development Plan attached hereto as Exhibit "C" as incorporated herein for all purposes allowed by law, are hereby approved as the Permitted Uses, Development Standards, and Development Plan for the 188. Planned Development District.

**SECTION 3.** 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 4.** It is hereby declared to be the intention of the City Council that the phrases, clauses, sentences, paragraphs and sections of this ordinance are severable, and if any phrase, clause, sentence, paragraph or section of this ordinance shall be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs and 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 5.** Any person, firm or corporation who violates, disobeys, omits, neglects or refuses to comply with or who resists the enforcement of any of the provisions of this ordinance 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 6.** The City Secretary of the City of Alvarado is hereby directed to publish the caption, penalty clause, publication clause and effective date clause of this ordinance one time for two days in the official newspaper of the City, as authorized by Section 52.011 of the Local Government Code.

**SECTION 7.** 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 18th day of May, 2026 by a vote of ____ to ____.**

**ATTEST:** **CITY OF ALVARADO**

**_____** **By: _____**

**Bobbie Jo Taylor, City Secretary** **Jacob Wheat, Mayor**

**Exhibit "A"**
**Metes & Bounds Descriptions**

(See Next Page)

BEING 188.62 acres of land in the Robert Bell Survey, Abstract Number 44, J. Bell Survey, Abstract No. 46, T. Stephens Survey, Abstract No. 778, and the Ambrose Powers Survey, Abstract Number 686, Johnson County, Texas; being part of that certain tract of land described in a Warranty Deed to Alvarado 228 Development. LLC. as recorded in Book 2016 Page 2678, Deed Records, Johnson County, Texas (D.R.J.C.T.), and being more particularly described, by metes and bounds, as follows:

BEGINNING at a mag nail with washer set stamped “MANHARD CONSULTING” at the northernmost northwest corner;

THENCE North 89°45'44” East, a distance of 1,669.99 feet to a yellow capped 5/8” iron rod set stamped “MANHARD CONSULTING”;

THENCE North 62°48'30” East, continuing along said line, a distance of 147.84 feet to a mag nail with washer set stamped “MANHARD CONSULTING” at the northeast corner;

THENCE South 25°14'01” East, along the common line, a distance of 2,002.48 feet to a 1/2” iron rod found;

THENCE South 01°37'36” West, a distance of 314.22 feet to a found fence post;

THENCE South 89°01'16” East, a distance of 676.85 feet to a found 1/2" iron rod;

THENCE South 00°12'15” East, a distance of 1,428.77 feet to a 1/2" iron rod found at the southeast corner;

THENCE South 82°22'29” West, a distance of 160.00 feet to a capped 5/8" iron rod found stamped "RPLS 4838";

THENCE North 84°13'06” West, 557.60 feet to a point for corner;

THENCE North 78°11'06” West, 75.80 feet to a point for corner;

THENCE North 36°28'06” West, 127.40 feet to a point for corner;

THENCE South 75°02'54” West, 101.10 feet to a point for corner;

THENCE South 60°58'54” West, 175.40 feet to a point for corner;

THENCE South 77°47'51” West, 175.00 feet to a point for corner;

THENCE South 56°30'54” West, 172.60 feet to a point for corner;

THENCE North 86°37'06” West, 202.00 feet to a point for corner;

THENCE North 55°59'06” West, 54.80 feet to a point for corner;

THENCE North 45°42'06” West, 143.80 feet to a point for corner;

THENCE North 35°43'06” West, 100.00 feet to a point for corner;

THENCE North 21°54'06” West, 58.20 feet to a point for corner;

THENCE North 78°48'06” West, 186.90 feet to a point for corner;

THENCE North 80°49'06” West, 120.90 feet to a point for corner;

THENCE South 84°37'54” West, 367.50 feet to a point for corner;

THENCE South 76°51'54” West, 22.35 feet to a point for corner;

THENCE North 12°47'36” West, 333.88 feet to a point for corner;

THENCE North 33°45'46” West, 978.77 feet to a point for corner;

THENCE North 89°48'52” East, 1.29 feet to a point for corner;

THENCE North 01°00'47” East, 2,128.25 feet to a point for corner;

THENCE South 89°49'45” West, 199.77 feet to a point for corner;

THENCE North 01°10'12” East, 20.88 feet to the POINT OF BEGINNING, containing 188.62 acres of land.

S 5TH ST

MAPLE ST

MAPLE AVE (CR 108C)

QUIET PINES DRIVE

QUIET PINES DRIVE

MAIN ENTRY

MEWS, TYP.

UTILITY EASEMENT

AMENITY CENTER - 2.2 AC +/-

DETENTION
0.57 AC +/-

UTILITY POLE
TYP

UTILITY EASEMENT

RETAIL
5 AC +/-

RETAIL
7.2 AC +/-

SPORTS
COMPLEX

I-35 FRONTAGE RD
INTERSTATE - 35

POND PARKW/ TRAIL

Alvarado – Sports Complex
26.41 Acres
Johnson County, Texas

BEING 26.41 acres of land in the A. Kimbell Survey, Abstract Number 479, and the J. Bell Survey, Abstract No. 46, Johnson County, Texas; being part of that called 228.322 acre tract of land described in a Warranty Deed to Alvarado 228 Development. LLC. as recorded in Book 2016, Page 2678, Deed Records, Johnson County, Texas (D.R.J.C.T.), and being more particularly described, by metes and bounds, as follows:

COMMENCING at a mag nail with washer set stamped "MANHARD CONSULTING" at the northernmost northwest corner of said 228.322 acres, and being on the centerline of Maple Street (prescriptive roadway);

THENCE South 01°10'12" West leaving said centerline, a distance of 20.88 feet to a ½-inch iron rod;

THENCE North 89°49'45" East, a distance of 199.77 feet to a capped ½-inch iron rod stamped "DANNENBAUM";

THENCE South 01°00'47" West, a distance of 2,128.25 feet to a 5/8-inch iron rod stamped "FORT WORTH SURVEYING" for the POINT OF BEGINNING;

THENCE South 33°42'00" East, a distance of 978.06 feet to a point for corner;

THENCE South 12°47'36" East, a distance of 333.88 feet to a point in Chambers Creek;

THENCE westerly with Chambers Creek as follows:

South 76°51'54" West, 180.65 feet;

South 85°21'54" West, 200.10 feet;

North 86°16'06" West, 178.50 feet;

South 75°39'54" West, 300.00 feet;

South 79°27'54" West, 200.60 feet;

North 60°35'35" West, 113.10 feet;

North 26°54'15" West, 139.50 feet;

THENCE North 01°04'35" East leaving said Creek, 113.85 feet to a fence post;

THENCE North 01°15'43" East, a distance of 989.34 feet to a ½-inch iron rod;

THENCE North 88°03'11" East, a distance of 362.87 feet to a 60d nail;

THENCE North 89°48'52" East, a distance of 199.83 feet to the POINT OF BEGINNING, containing 26.41 acres of land more or less.

P/611.174001/doc/survey/legal Desc/Alvarado Sports Plex

EXHIBIT I - SPORTS PARK PROPOSED CONCEPT PLAN & METES AND BOUNDS

S 5TH ST

MAPLE ST

MAPLE AVE (CR 108C)

QUIET PINES DRIVE

MAIN ENTRY

MEWS, TYP.

UTILITY EASEMENT

AMENITY CENTER - 2.2 AC +/-

DETENTION
0.57 AC +/-

UTILITY POLE
TYP

UTILITY EASEMENT

RETAIL
5 AC +/-

RETAIL
7.2 AC +/-

SPORTS
COMPLEX

I-35 FRONTAGE RD
INTERSTATE - 35

POND PARKW/ TRAIL

13.29 Aces – Commercial Tract
Johnson County Texas

BEING 13.29 acres of land in the A. Kimbell Survey, Abstract Number 479, and the J. Bell Survey, Abstract No. 46, Johnson County, Texas; being part of that called 228.322 acre tract of land described in a Warranty Deed to Alvarado 228 Development. LLC. as recorded in Book 2016, Page 2678, Deed Records, Johnson County, Texas (D.R.J.C.T.), and being more particularly described, by metes and bounds, as follows:

COMMENCING at a mag nail with washer stamped "MANHARD CONSULTING" for the northernmost northwest corner, being on the centerline of Maple Street (prescriptive roadway);

THENCE South 01°10'12" West, a distance of 20.88 feet to a ½-inch iron rod;

THENCE North 89°49'45" East, a distance of 199.77 feet to a capped ½-inch iron rod stamped "DANNENBAUM";

THENCE South 01°00'47" West, a distance of 2,128.25 feet to a ½-inch capped iron rod stamped "FORT WORTH SURVEYING";

THENCE South 89°48'52" West, a distance of199.83 feet to a 60-d nail;

THENCE South 88°03'11" West, a distance of 362.87 feet to a ½-inch iron rod for the POINT OF BEGINNING;

THENCE South 01°15'43" West, a distance of 989.34 feet to a point for corner;

THENCE South 77°34'21" West, a distance of 401.58 feet a point for corner on the easterly right of way line for Interstate 30;

THENCE northerly with said right of way line as follows:

> North 16°34'19" West, a distance of 824.58 feet a 1-inch smooth iron rod for the beginning of a curve;
>
> Along a curve to the left, having a radius of 5,904.58 feet, a delta of 02°38'45", an arc length of 272.67 feet, and whose long chord bears North 17°50'20" West, 272.65 feet to a point for corner;

THENCE North 87°59'41" East leaving said right of way line, a distance of 733.11 feet to the POINT OF BEGINNING, containing 13.29 acres of land, more or less.

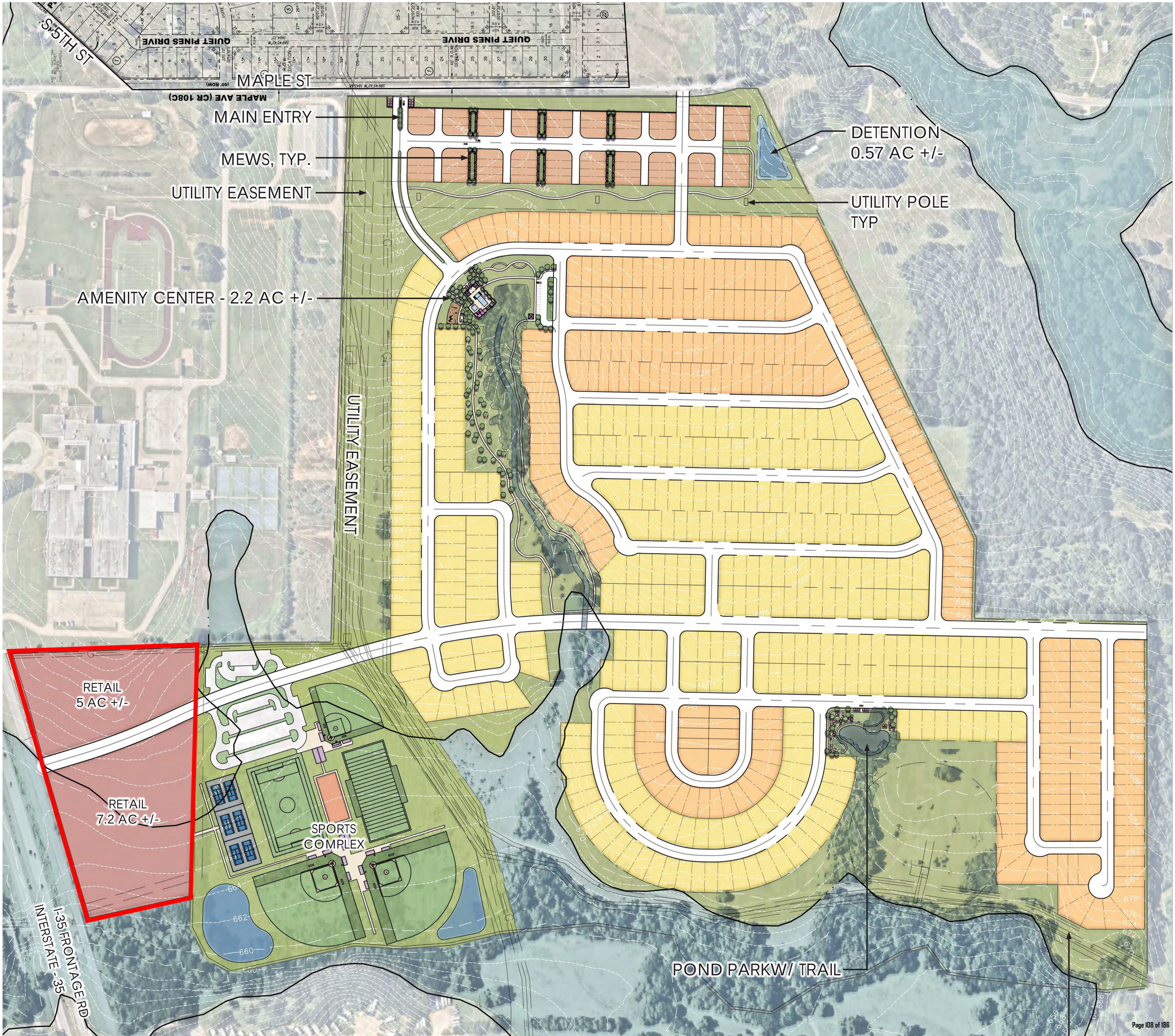

S 5TH ST
MAPLE ST
MAPLE AVE (CR 108C)
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MAIN ENTRY
MEWS, TYP.
UTILITY EASEMENT
AMENITY CENTER - 2.2 AC +/-
DETENTION
0.57 AC +/-
UTILITY POLE
TYP
UTILITY EASEMENT
RETAIL
5 AC +/-
RETAIL
7.2 AC +/-
SPORTS
COMPLEX
I-35 FRONTAGE RD
INTERSTATE - 35
POND PARKW/ TRAIL

**Exhibit "B"**
**PD District Permitted Uses and**
**Design Standards**

(See Next Page)

**CHAMBERS CREEK**

**ZONING & DEVELOPMENT STANDARDS**

**CHAMBERS CREEK – PURPOSE AND INTENT:**

Chambers Creek will be a ±228-acre mixed-use development that creates a vibrant, interconnected community balancing urban conveniences with neighborhood charm. The development emphasizes thoughtful integration of residential, retail, and commercial spaces to foster a live-work-play environment.

The residential component will include approximately 188.62 acres and is intended to be zoned utilizing a *Planned Development District with Garden Home (GH) and SF-2 base zoning* that will feature a diverse housing mix with single-family homes designed to meet various lifestyle needs and preferences. The single-family neighborhood will offer a range of lot sizes and home styles that appeal to first-time buyers, growing families, those seeking to move up, and those seeking to downsize. Chambers Creek is designed with larger front and back yards than typical developments, enhancing curb appeal while providing residents with more private outdoor space for personal customization. The residential area of the project will be included in the Chambers Creek Public Improvement District.

Chambers Creek prioritizes community connectivity through a network of walkable spaces including trails, sidewalks, and gathering areas. The carefully planned amenities will include a full-featured amenity center, pocket parks, and trail connections that will enhance the livability of the neighborhood. Existing mature trees and natural ponds are preserved and integrated into amenity areas and open spaces, creating serene, nature-rich gathering spots.

In addition, approximately 26.41 acres of land will be donated and built by the developer for the City of Alvarado for a proposed regional sports complex, which will include baseball, softball, football, and soccer fields, pickleball courts, concessions, restrooms, and playground areas. The Sports Park District within Chambers Creek is intended to be zoned outside of the PD in a standalone district utilizing the *Floodplain & Nature (FN) base zoning designation*. This sports complex will be privately funded and reimbursed to the developer through a newly created Tax Increment Reinvestment Zone that will include all 228 acres of Chambers Creek Development within this new TIRZ boundary.

Additionally, the centralized open space and pocket parks are strategically and naturally located within the residential areas ensure that residents from both sides of the community are only a short walk away from beautiful landscaped green spaces. These amenity areas will create vibrant and natural gathering spaces that encourage active lifestyles and meaningful social interaction among residents of all ages, with a focus on connectivity, recreation, and lasting neighborhood identity which brings the community together.

The retail and business components along the I-35 corridor will encompass approximately 13.29 acres and it is proposed to be zoned outside of the PD in a standalone district utilizing the *Regional Mixed Use (RMU) base zoning designation*. The concept for this area is intended to provide convenient services to residents while creating a distinctive gateway to the development. These areas are strategically positioned to maximize visibility and accessibility, offering opportunities for everyone within the community and beyond. Chambers Creek is designed to serve families, employees of Alvarado businesses, local business owners, entrepreneurs, and visitors alike, reinforcing connectivity, recreation, and lasting neighborhood identity.

## DEVELOPMENT STANDARDS - SINGLE FAMILY

The single-family residential areas of Chambers Creek are assigned the following base zoning districts in accordance with 42-35(b) of the City of Alvarado Zoning Ordinance: Lot Type 1 and Lot Type 2 carry a base zoning of GH - Garden Home District (42-23); Lot Type 3 carries a base zoning of SF-2 - Single-Family Residential District (42-22). Common areas and HOA-maintained open space within the single-family areas shall also carry the GH base zoning designation. Any development standard not expressly addressed in this PD shall default to the requirements of the applicable base zoning district.

1. Uses:

   A. Permitted uses in the Chambers Creek single-family areas shall be limited to single-family homes, amenities detailed in this Exhibit, and accessory structures as permitted by the City of Alvarado, with the exception of carports.

   B. No Specific Use Permit shall be applied for or issued on any lot in the Chambers Creek Subdivision.

   C. 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 (i.e. Trailers) are allowed only until model homes are built and certificate of occupancy is issued. Model Homes may be constructed prior to City acceptance of improvements upon approval of the City Manager.

2. The minimum allowable lot mix shall be as follows but not to exceed an increase in lot count of 5% as shown on the preliminary plat:

| Lot Type | Lot Size | Lots | % of Residential Area |
|---|---|---|---|
| Type 1 | 29’ x 102’ | 75 | 11% |
| Type 2 | 40’ x 120’ | 302 | 42% |
| Type 3 | 50’ x 120’ | 336 | 47% |

3. Single-Family Detached Lot Development Standards:

| Lot Type | Lot Type 1 | Lot Type 2 | Lot Type 3 |
|---|---|---|---|
| Minimum Lot Width | 29' | 40' | 50' |
| Minimum Lot Depth | 100' | 115' | 115' |
| Mimimum Lot Area (SqFt) | 2,950 | 4,800 | 6,000 |
| Minimum Front Yard Setback | 30' | 25' | 25' |
| Minimum Rear Yard Setback | 15' | 15' | 15' |
| Minimum Side Yard Setback | 4'* | 5' | 5' |
| Minimum Side Yard of Corner Lot | 8' | 10' | 10' |
| Maximum Lot Coverage | 50% | 50% | 54% |
| Maximum Height (to highest eave or parapet) | 35' | 35' | 35' |
| Maximum Height (to top of roof structure) | 45' | 45' | 45' |
| Minimum Off-Street Parking Spaces | 2' | 2' | 2' |

*No roof eaves or architectural projections may encroach into this setback.

4. NOTES:

   A. Location of Lot Type shall be in accordance with the Concept Plan and preliminary plat

   B. Lot widths to be measured at front yard setback line.

   C. Outdoor living areas shall have a minimum rear setback of 10' whether or not the area is covered by a roof which is integrated into the dwelling unit.

5. Architectural standards: All structures constructed within the Chambers Creek community shall comply with the architectural standards as indicated below:

   A. Streetscape Standards: Sidewalks shall be provided along all residential streets in the development and shall be constructed in compliance with the current adopted City of Alvarado Infrastructure Design Standards.

   B. Garages: Decorative garage doors shall be constructed of wood, metal, or a composite material made to have the appearance of wood. No carports are allowed.

   C. Landscaping: All Type 1 single-family lots shall include a minimum of one (1) 3" caliper shade tree, all Type 2 and Type 3 single family lots shall include a minimum of one (1) 3” caliper shade tree or two (2) 1½" caliper ornamental trees shall be planted (selected from the Approved Planted Materials List). Planting beds fronting the street on all lot Types will have a minimum of five (5) shrubs including at least one (1) 5-gallon shrub and four (4) one-gallon shrubs. Areas not used for buildings, tree plantings, planting beds, driveways or patios on all lots must be fully sodded and shall be improved with an automatic irrigation system. Unless otherwise noted herein, landscaping standards are intended to comply with Section 42-58, Alvarado Zoning Ordinance.

   D. Open Space and Amenities: The open space, trail, and amenity features of Chambers Creek, as depicted on the Amenity Center and Trail Plan dated January 16, 2026, are intended to satisfy the design requirements of 42-35(e) of the Alvarado Zoning Ordinance.

   E. Fencing: All fences shall be six (6) feet in height and shall be constructed of wood, wrought iron, or ornamental metal as depicted on the Chambers Creek Concept Wall and Fence Plan Exhibit dated January 16, 2026, and in compliance with Section 42-59, Alvarado Zoning Ordinance. Chain link fencing is prohibited.

   F. Elevations/Exterior Finish Materials: Building elevations for all structures shall include a minimum of 100% masonry and/or glass. It is provided, however, that up to 20% of the outside walls may be constructed of other materials for decorative, architectural or other design purposes. Such other material for outside walls shall be impervious material that is required for outside walls by the residential building code mandated by the state and the ordinances of the city. Acceptable exterior finish materials, excluding openings for doors and windows, shall include brick, stone, cementitious fiber board with a minimum thickness of five sixteenth inch (5/16”), and stucco. Masonry materials shall include brick, stone, cementitious fiberboard with a minimum thickness of five sixteenth inch (5/16”) and stucco. Accent configurations shall adhere to the following standards:

      1. All stone shall be detailed and laid to resemble structural stone walls (i.e., stone shall be chopped or saw cut).

2. All stucco shall be cement plaster made of cement sand and lime and shall be applied to elevations using a three-step process with a smooth or sand-finish.
3. Exterior insulated finishing systems (E.I.F.S.) or other synthetic stucco as defined by the International Building Code shall be prohibited on all elevations.
4. All wood shall be painted or stained.

G. Address Monuments: All homes will be required to have a decorative address display which will be mounted on the front façade of all main dwellings.

H. Roofs:

1. All dwelling units shall have pitched roofs.
2. All single-family residential units shall have a minimum roof pitch of 6:12 on primary pitches.
3. All roofs shall be clad in architectural-grade shingles.

I. Accessory buildings and structures: All accessory buildings and structures shall comply with the architectural and other design considerations in the Alvarado Zoning Ordinance in addition to the setback requirements identified herein.

J. Repetition of Floor Plan and Elevation: A minimum of three (3) platted residential lots must be skipped on the same side and two (2) lots must be skipped on the opposite side of a street before rebuilding the same single-family residential unit with an identical (or nearly identical) street elevation design and exterior masonry selection. The same floor plan and elevation shall not be repeated on neighboring, side by side lots or directly across the street. Identical or nearly identical floor plan means that the layout, size and function of the rooms are essentially the same. Identical or nearly identical street elevation design means little to no variance in the articulation of the façade, height, or width of façade, placement of the primary entrances, porches, number and placement of windows, and other major architectural features. It does not mean similar colors, materials, or small details.

## COMMUNITY DESIGN STANDARDS

1. Community Buffers:

Unless otherwise noted herein, the Community Design Standards are intended to comply with the Alvarado Zoning Ordinance.

A. Proposed Collector Roads that are a minimum 60’ ROW (Maple Ave, Maple Ave Main Entry, I-35W Main Entry):

1. A landscape buffer shall be provided adjacent to both sides of each Collector Road and include 3-inch caliper overstory trees planted every 50 feet as depicted in the Chambers Creek Street Section 60 FT ROW Collector Road Exhibit dated January 16, 2026. Berms and retaining walls may be constructed within the buffer to enhance the visual appeal.

2. Additional plantings shall also be installed throughout the buffer. Planting material includes, but is not limited to shrubs, ornamental grasses, turf, and mulched planter beds. Decorative hardscape features may also be incorporated in the buffer design.

3. A minimum 5' wide concrete walking path shall be provided within the right-of-way along both sides of any proposed Collector.

4. Privacy wall and fencing along collector roads to be as depicted on the Chambers Creek Conceptual Wall and Fence Plan Exhibit dated January 16, 2026

B. Irrigation:

1. Landscape buffers shall be maintained with irrigation systems. Trees and shrubs shall be irrigated by drip irrigation lines. Other landscaping may be irrigated by spray irrigation.

2. Neighborhood Entry Features:

A. Primary Entry A (Maple Ave):

1. Architectural features on masonry walls or masonry monuments shall be located at the primary entrance for Chambers Creek. as depicted on the Chambers Creek Conceptual Entry Signage Exhibit dated January 16, 2026

2. Entry features and/or community signage may be lighted, within any applicable setback.

B. Primary Entry B (I-35 Frontage):

1. Architectural features on masonry walls or masonry monuments shall be located at the primary entrance for Chambers Creek as depicted on the Chambers Creek Conceptual Entry Signage Exhibit dated January 16, 2026

2. Entry features and/or community signage may be lighted, within any applicable setback.

## Sports Park Base Zoning District – Floodplain & Nature (FN)

Chambers Creek Development will include approximately 27 acres of land and will be donated and built by the developer for the City of Alvarado for a proposed regional sports complex. Preliminary design concepts include baseball, softball, football, and soccer fields, pickleball courts, concessions, restrooms, and playground areas. This sports complex will be privately funded and reimbursed to the developer through a Tax Increment Reinvestment Zone.

## Commercial Property Zoning District – Regional Mixed Use (RMU)

The Chambers Creek Development will include approximately 13.29 acres with frontage on the I-35 W service road immediately to the South of the Alvarado High School. The initial concepts for this area include retail and commercial uses that benefit from the proximity to the I-35 frontage road, the Alvarado High School, and located at the main entry to the homes to be built in Chambers Creek. This area is proposed to be zoned utilizing the Regional Mixed Use (RMU) base zoning district to allow for the most flexibility in developing this area of Master Planned Community.

# Chambers Creek Deviations to Base Zoning

| Chambers Creek Lot Type | Type 1 Proposed | Base Zoning Ord. | Type 2 Proposed | Base Zoning Ord. | Type 3 Proposed | Base Zoning Ord. |
|---|---|---|---|---|---|---|
| Base Zoning District | GH | GH | GH | GH | SF-2 | SF-2 |
| Minimum Lot Width | 29' | 25' | 40' | 25' | 50' | 50' |
| Minimum Lot Depth | 100' | 120' | 115' | 120' | 115' | 120' |
| Mimimum Lot Area | 2,950' | 2800' | 4,800' | 2,800' | 6,000' | 6,000' |
| Minimum Front Yard Setback | 30' | 15' | 25' | 15' | 25' | 25' |
| Minimum Rear Yard Setback*** | 15' | 5' | 15' | 5' | 15' | 25' |
| Minimum Side Yard Setback*** | 4'* | 0' & 10' | 5' | 0' | 5' | 8' |
| Minimum Sideyard Corner Lot*** | 8' | 0' | 10' | 0' | 10' | 10' |
| Maximum Height | 35' | 35' | 35' | 35' | 35' | 35' |
| Mimimum Attached Parking | 1 | 2 | 2 | 2 | 2 | 2 |
| Minimum Additional Drive Parking | 2** | N/A | 2 | N/A | 2 | N/A |
| Maximum Density per Acre | 7 DU | 12 DU | 3.6 DU | 12 DU | 3.6 DU | 6.0 DU |
| Maximum Lot Coverage | 50% | 45/65 | 50% | 45/65 | 54% | 45/55 |

**Note: Type 2 and 3 Lots generally have a minimum lot depth of 120' but shown as 115' to allow for odd shaped lots but will meet the min Lot Area**

*No roof eaves or architectural projections may encroach into this setback.
** Minimum off-street parking space size here deviated to 9'x15'; Maximum & minimum driveway width here is 12'.
*** Minimum for primary structure and as applicable to accessory structures per Section 42-55 of the Alvarado zoning ordinance.

**Exhibit "C"**
**Concept Plan**

(See Next Page)

MAPLE ST

MAIN ENTRY

UTILITY EASEMENT

AMENITY CENTER - 2.2 AC +/-

DETENTION
0.34 AC +/-

UTILITY POLE
TYP

UTILITY EASEMENT

RETAIL
5 AC +/-

RETAIL
7.2 AC +/-

COMMUNITY
TRAIL SYSTEM

POND PARK W/ TRAIL

20 FT WATER LINE EASEMENT

FLOOD PLAIN

I-35 FRONTAGE RD

INTERSTATE - 35

## MAP LEGEND/LOT STUDY

| | | |
|---|---|---|
| TOTAL PROJECT SITE | 228.5 AC +/- | |
| RETAIL | 12.2 AC +/- | |
| AMENITY CENTER | 2.2 AC +/- | |
| 50 X 120 LOTS | 336 | (48%) |
| 40 X 120 LOTS | 302 | (42%) |
| 29 x 102 LOTS | 75 | (10%) |
| GREEN SPACE | | |
| **TOTAL UNITS** | **713** | |

0 100 200 400
Scale: 1" = 200'

# CHAMBERS CREEK

EXHIBIT * - CONCEPTUAL SITE PLAN

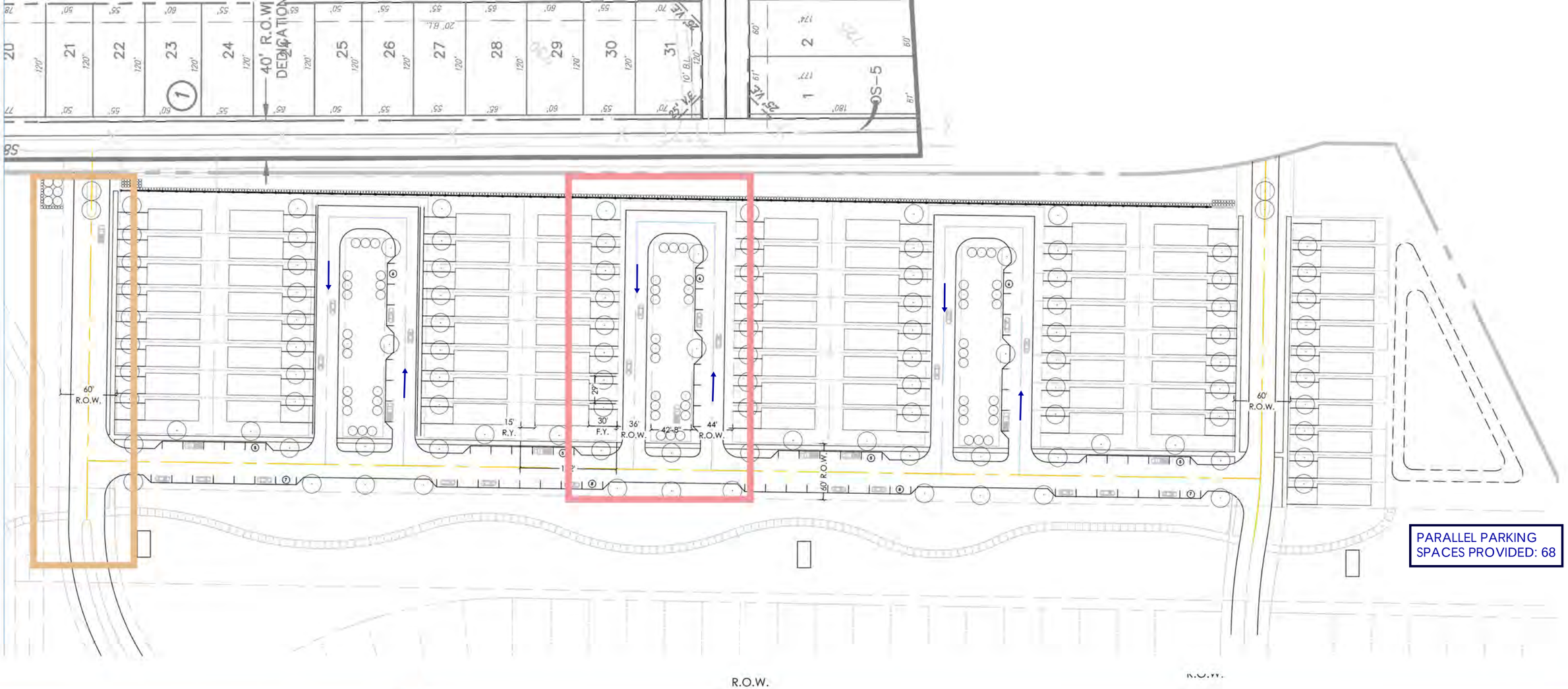
1/16/2026

ADG

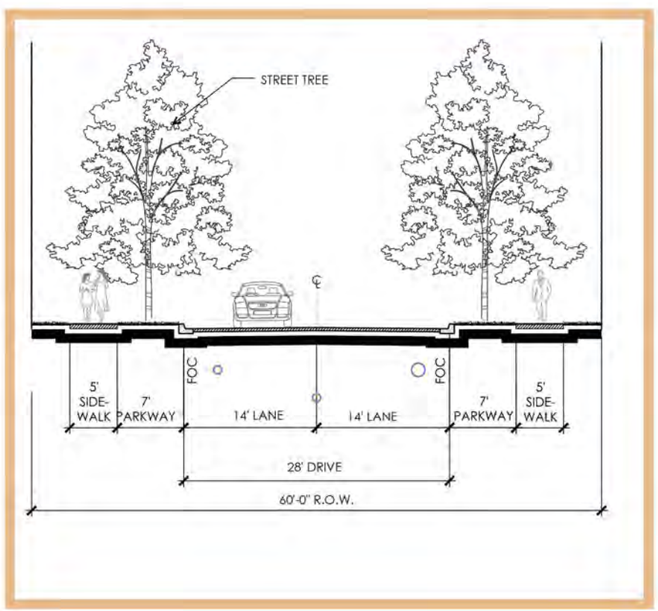
Manhard CONSULTING

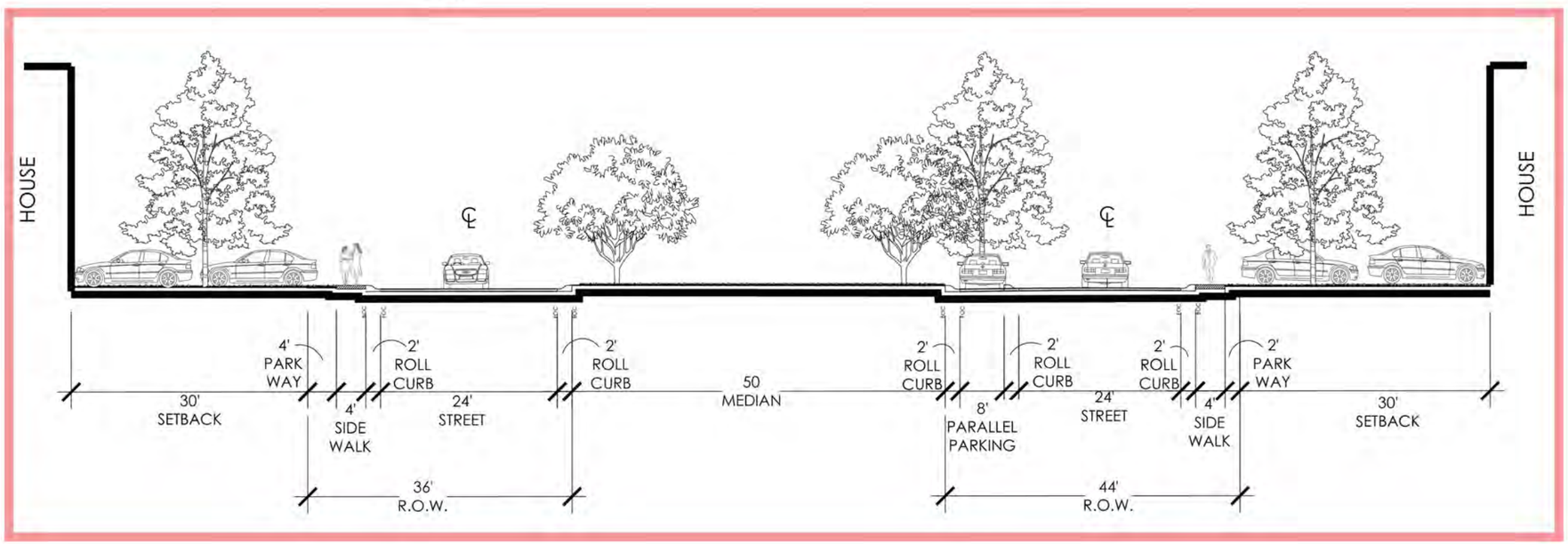
RVi

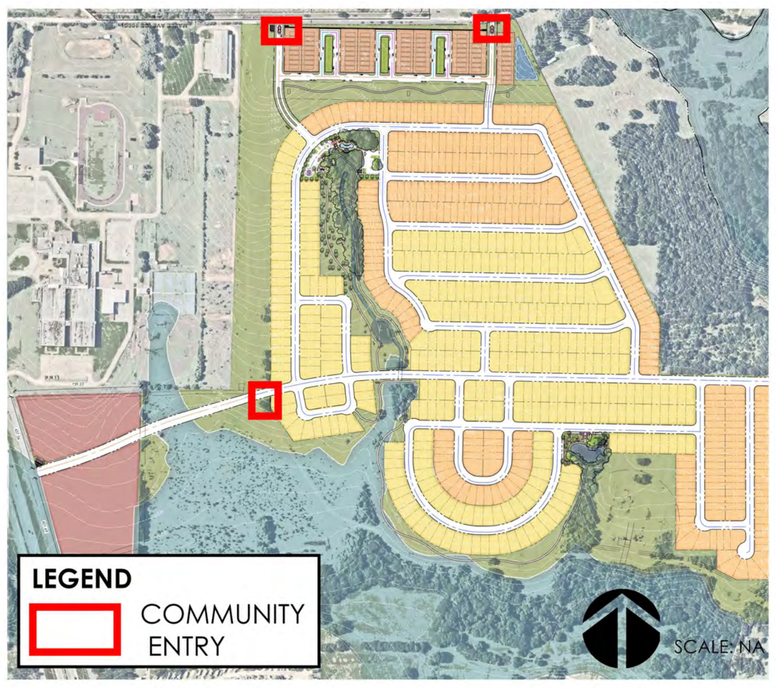
job # / file path: P:\616.195 Meritage Homes\003 Alvarado Site Plan\Talson Design\11 Planning & Zoning\11.01 PZ Final Docs


20
21
22
23
24
40' R.O.W. DEDICATION
25
26
27
28
29
30
31
1
2
OS-5
60' R.O.W.
15' R.Y.
30' F.Y.
36' R.O.W.
42'-8"
44' R.O.W.
60' R.O.W.
PARALLEL PARKING SPACES PROVIDED: 68

R.O.W.


STREET TREE
5' SIDE-WALK
7' PARKWAY
FOC
14' LANE
14' LANE
FOC
7' PARKWAY
5' SIDE-WALK
28' DRIVE
60'-0" R.O.W.


HOUSE
HOUSE
4' PARK WAY
2' ROLL CURB
2' ROLL CURB
30' SETBACK
4' SIDE WALK
24' STREET
50 MEDIAN
2' ROLL CURB
2' ROLL CURB
8' PARALLEL PARKING
24' STREET
2' ROLL CURB
4' SIDE WALK
2' PARK WAY
30' SETBACK
36' R.O.W.
44' R.O.W.




**KEY MAP**




**COMMUNITY ENTRY CONCEPT 1**




**COMMUNITY ENTRY CONCEPT 2**



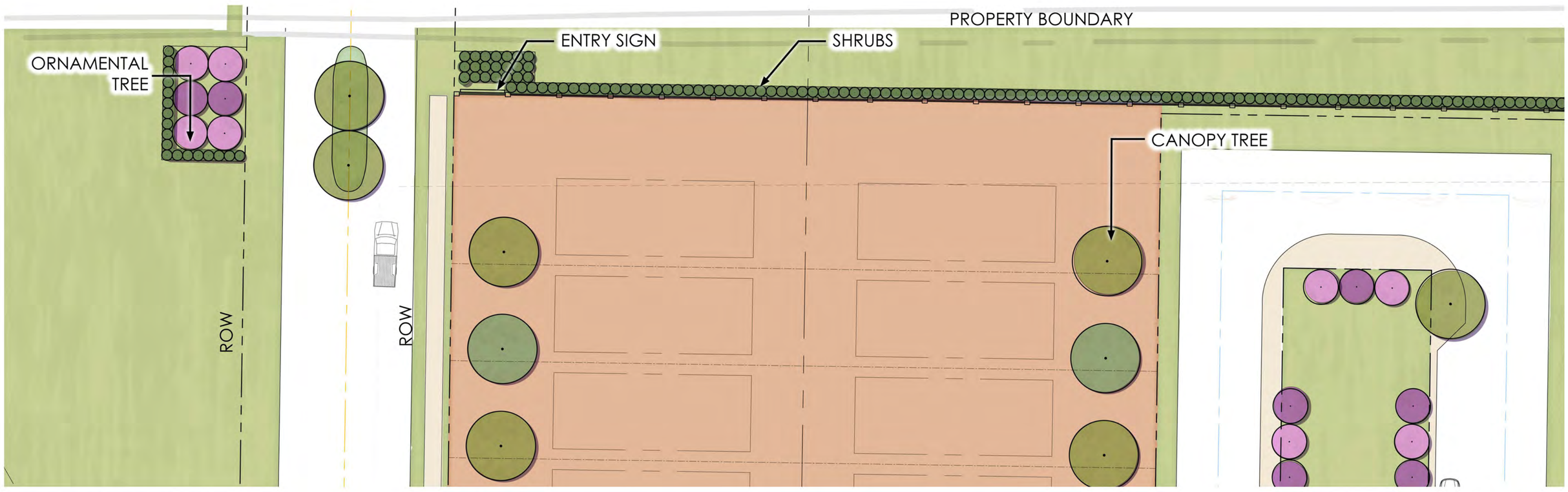

**COMMUNITY ENTRY INSPIRATION- SOUTH**




**COMMUNITY ENTRY INSPIRATION- SOUTH**

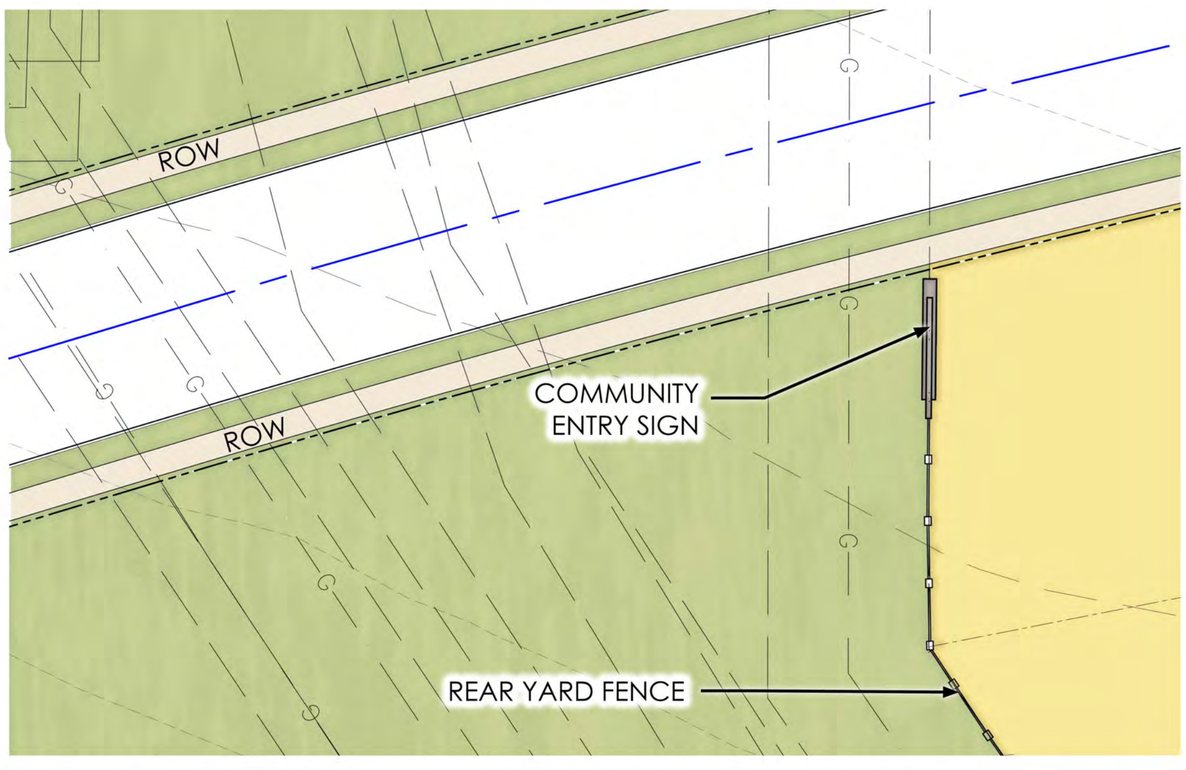



**COMMUNITY ENTRY INSPIRATION- SOUTH**



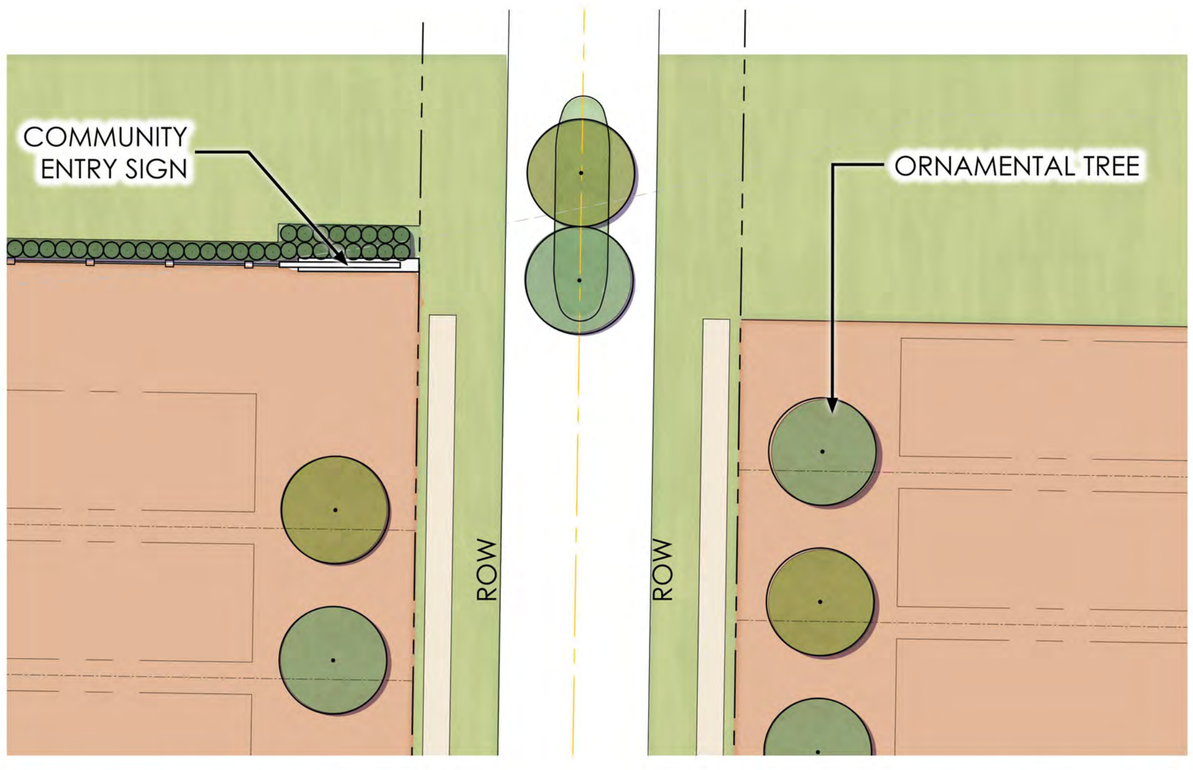

**NORTHWEST COMMUNITY ENTRY**

0 10 20 40
Scale: 1" = 20'




**SOUTH COMMUNITY ENTRY**

0 10 20 40
Scale: 1" = 20'



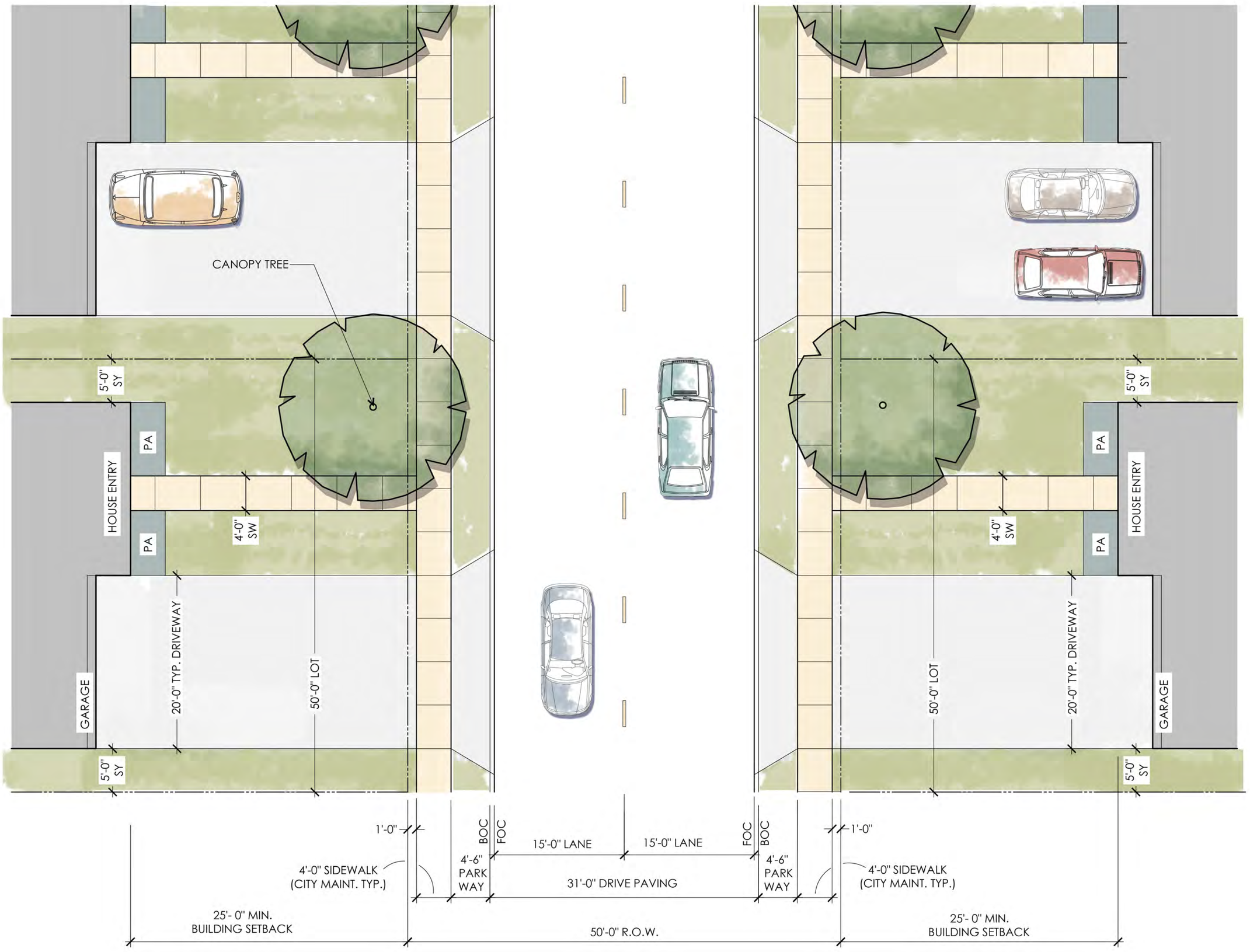

**NORTHEAST COMMUNITY ENTRY**

0 10 20 40
Scale: 1" = 20'

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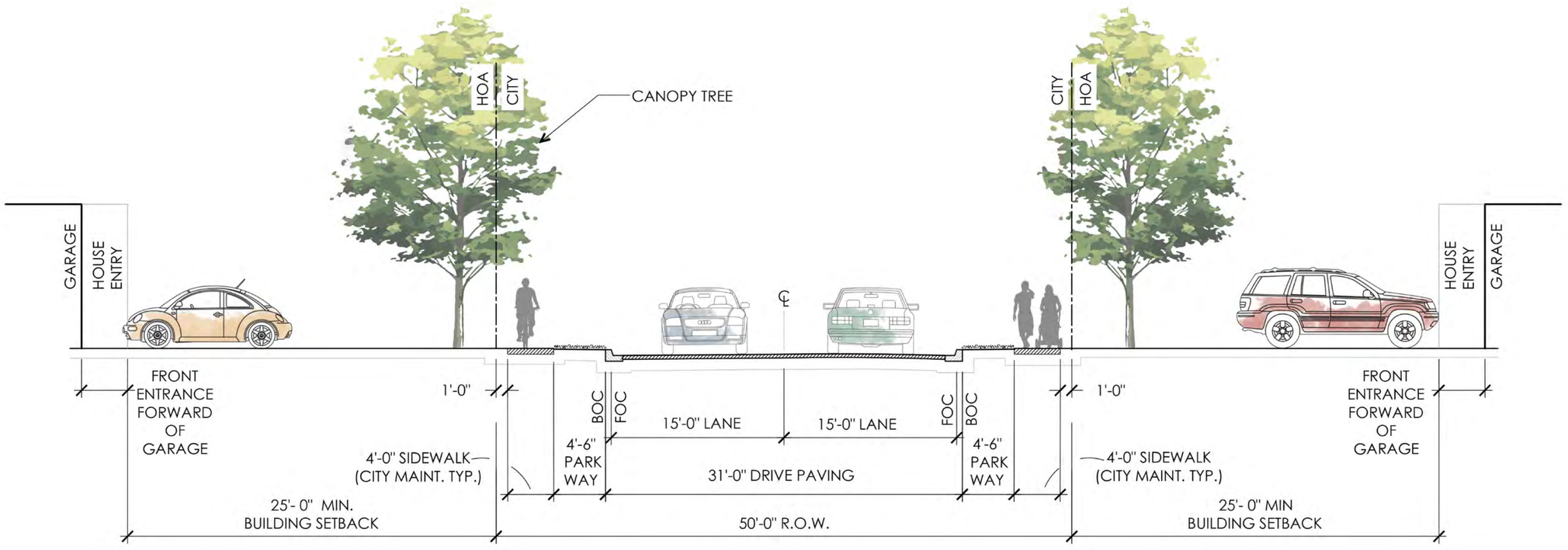
# CHAMBERS CREEK
EXHIBIT * - CONCEPTUAL ENTRY SIGNAGE

1/16/2026



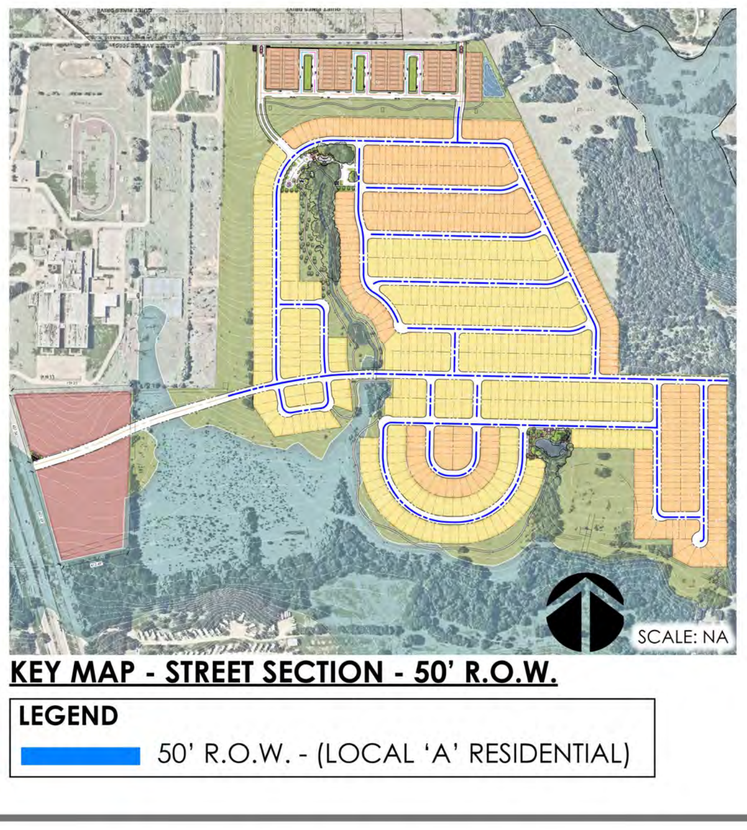

## PLAN VIEW - 50' R.O.W

SCALE: NTS




## STREET SECTION - 50' R.O.W

SCALE: NTS




## KEY MAP - STREET SECTION - 50' R.O.W.

**LEGEND**

50' R.O.W. - (LOCAL 'A' RESIDENTIAL)

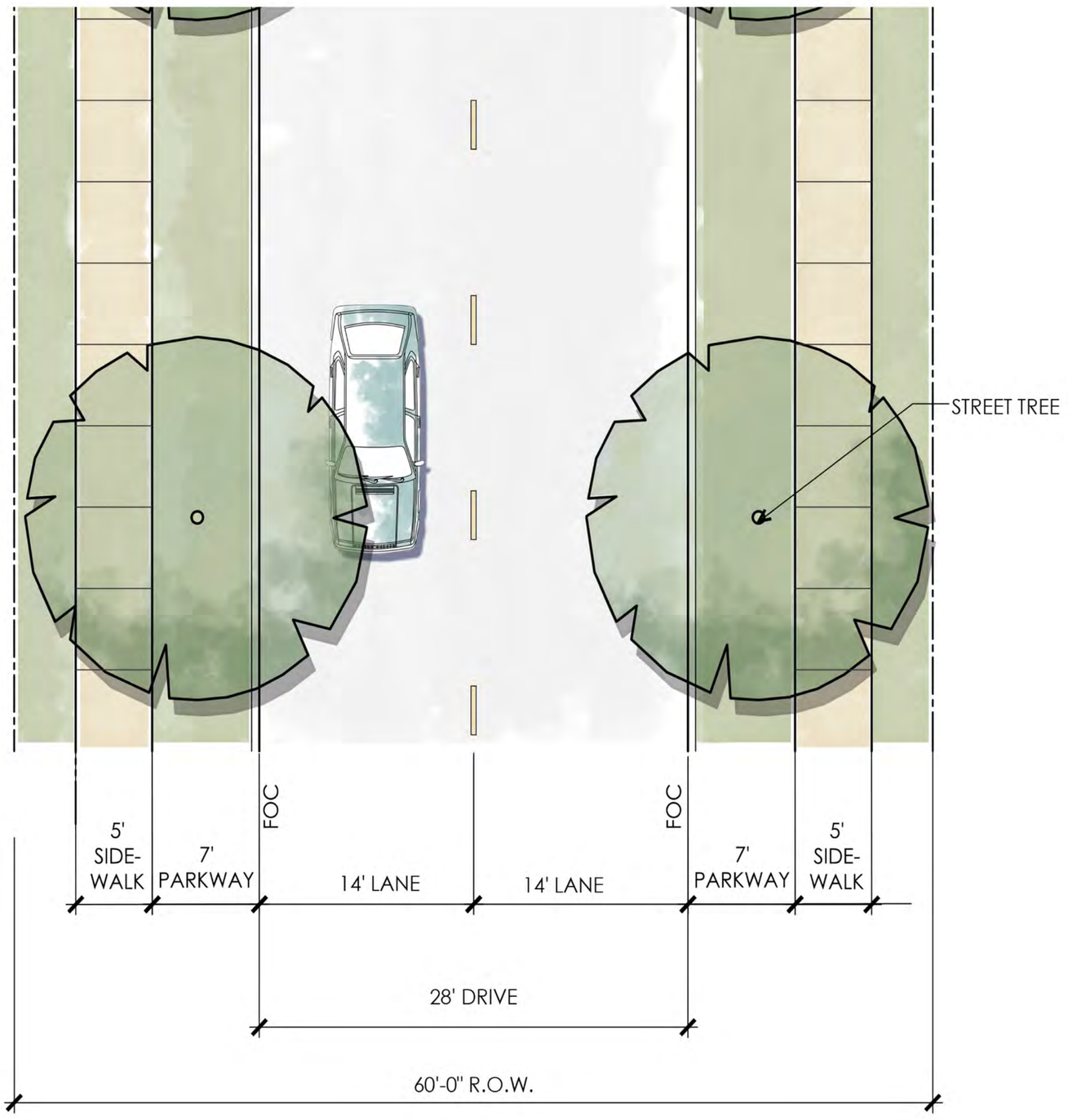
# CHAMBERS CREEK

EXHIBIT * - STREET SECTION 50 FT ROW
LOCAL A RESIDENTAL

1/16/2026

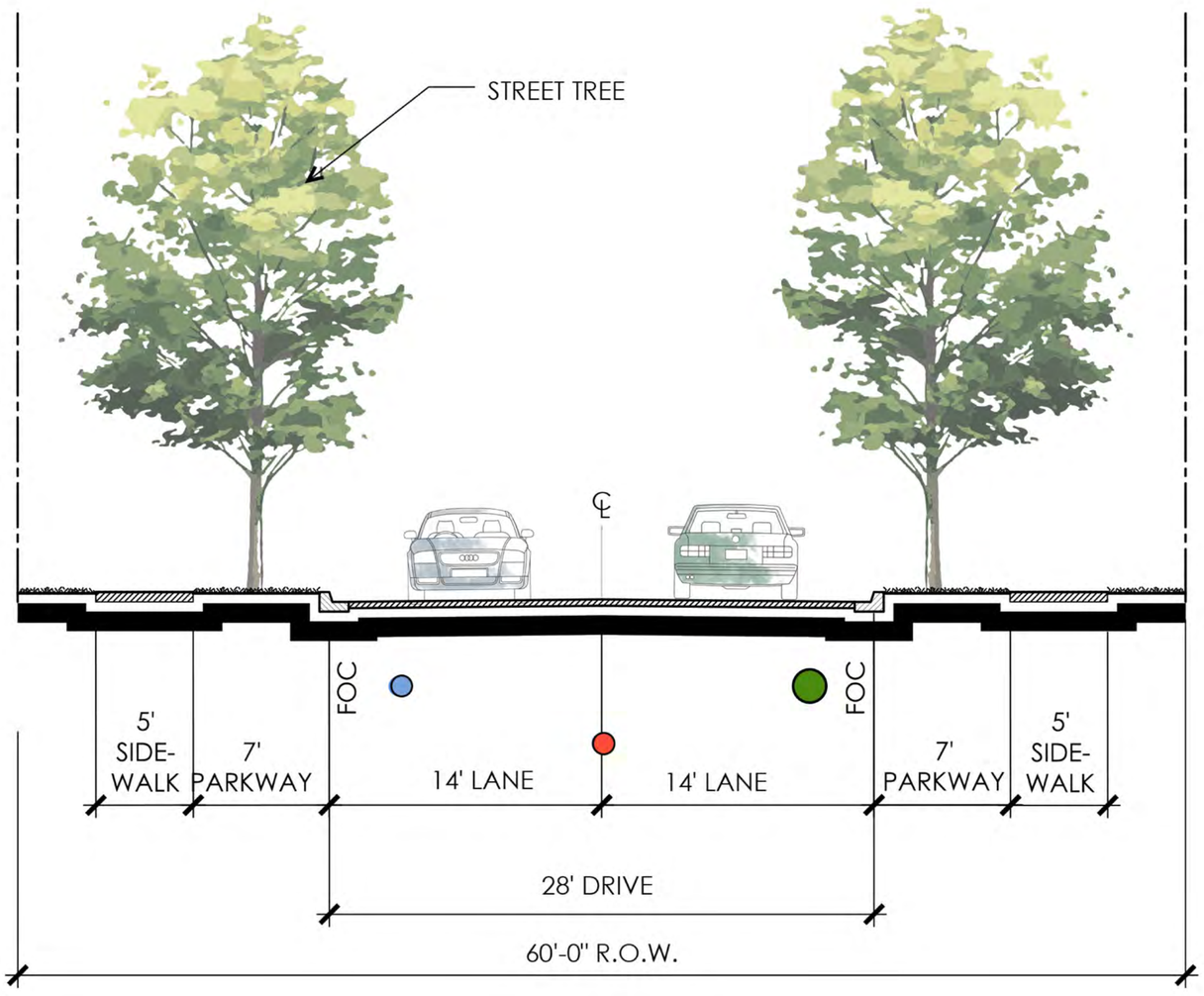
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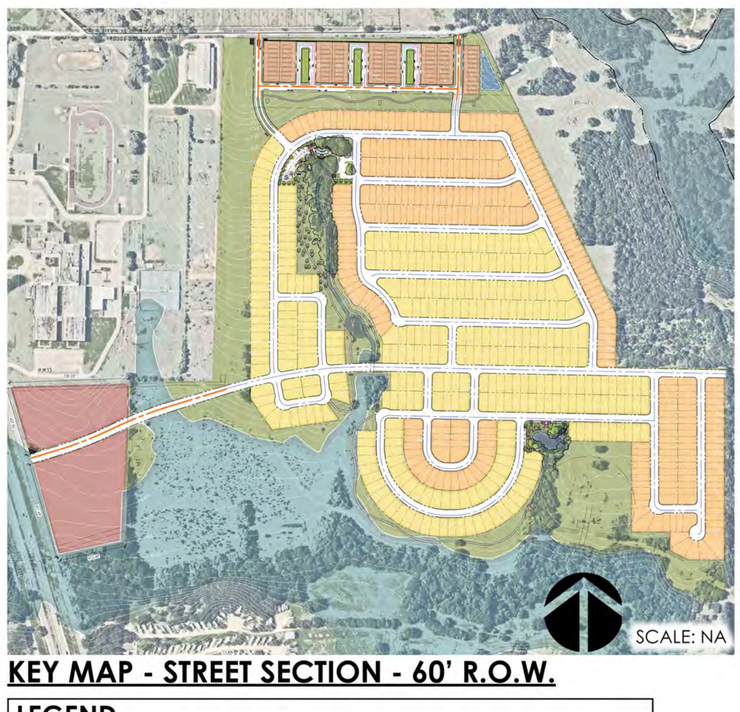

**PLAN VIEW - 60' R.O.W**

SCALE: NTS




**STREET SECTION - 60' R.O.W**

SCALE: NTS




**KEY MAP - STREET SECTION - 60' R.O.W.**

**LEGEND**

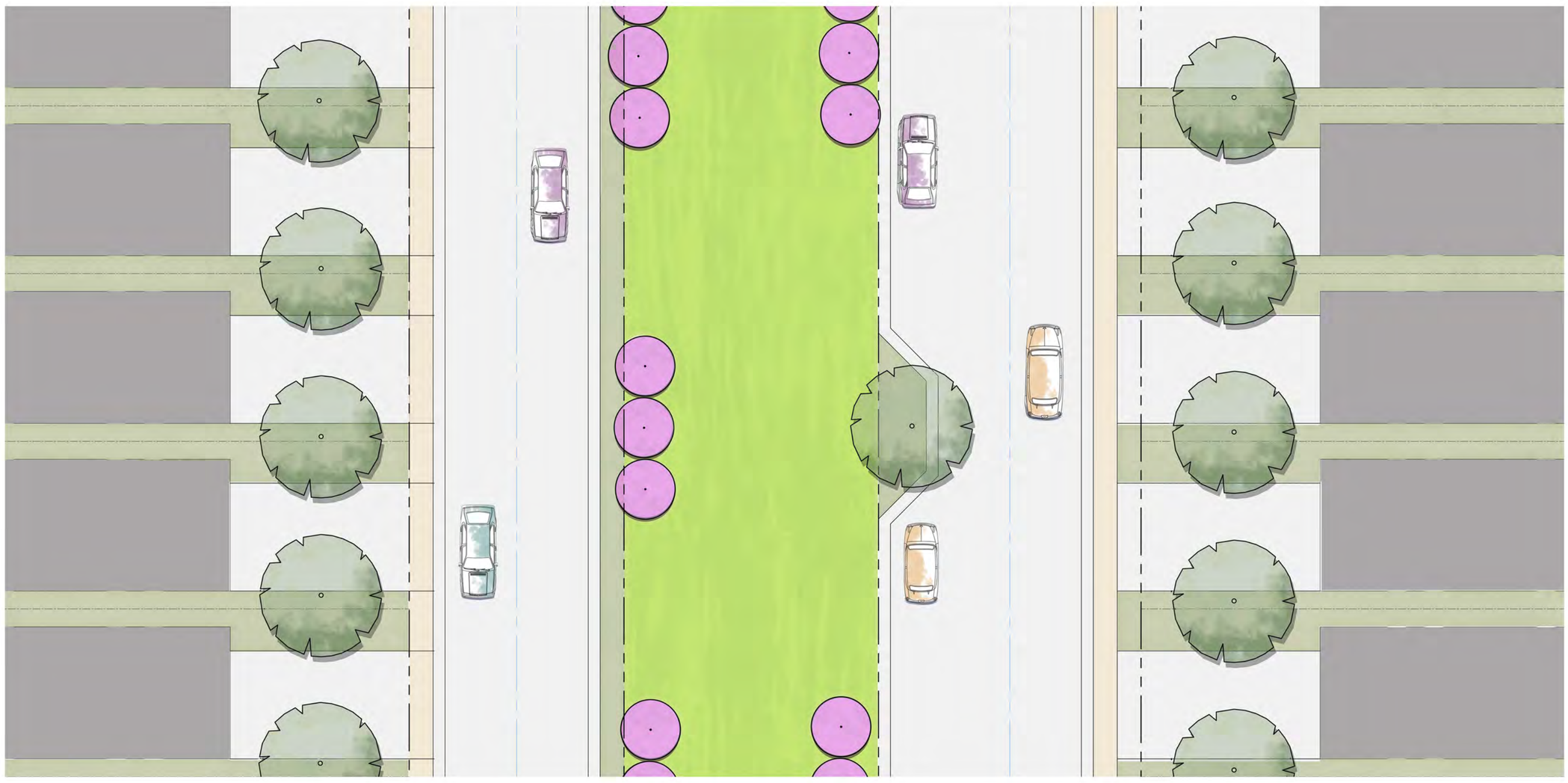
60' R.O.W. - (COLLECTOR)

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# CHAMBERS CREEK

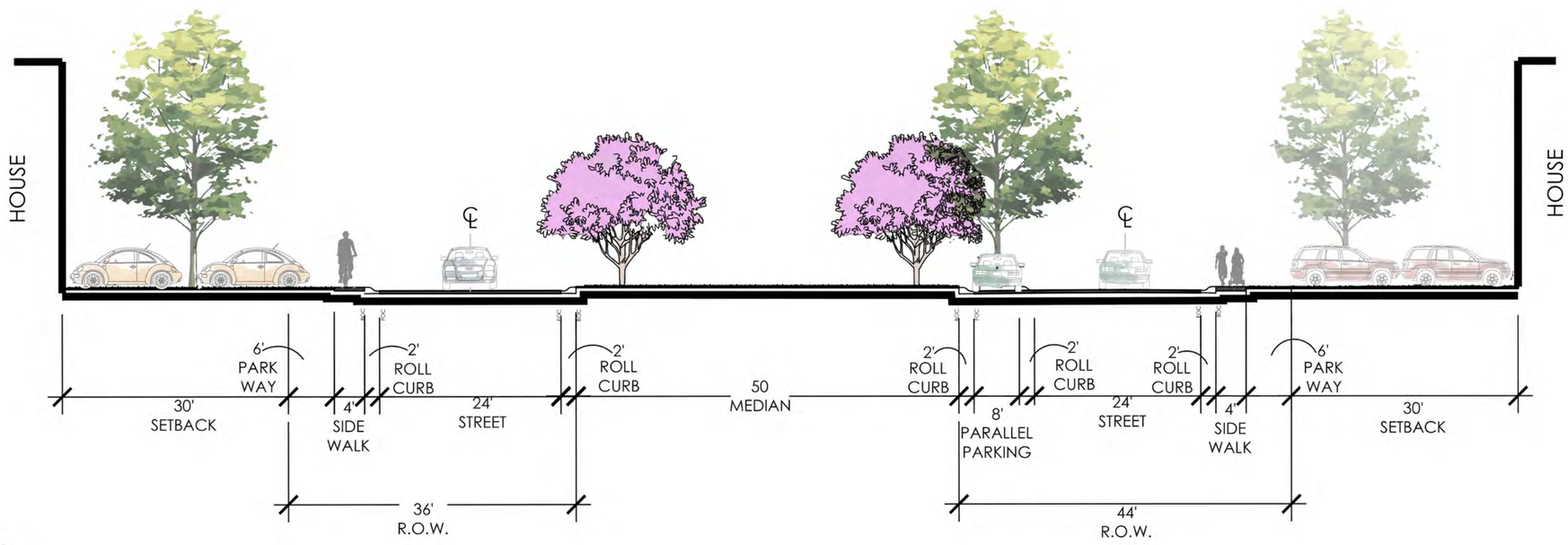
EXHIBIT * - STREET SECTION 60 FT ROW
COLLECTOR

1/16/2026



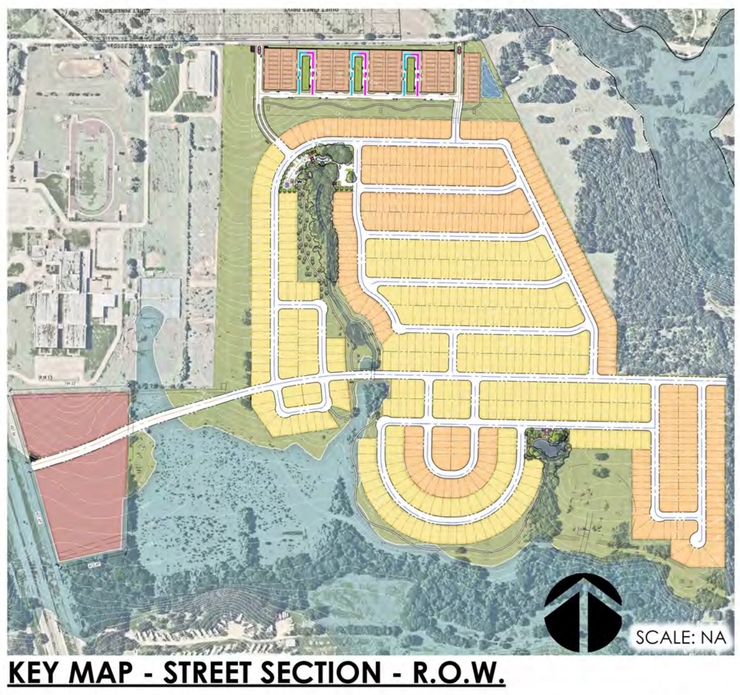
**PLAN VIEW**

SCALE: NTS




**STREET SECTION**

SCALE: NTS




**KEY MAP - STREET SECTION - R.O.W.**

**LEGEND**

36' R.O.W.

44' R.O.W.

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# CHAMBERS CREEK

EXHIBIT * - STREET SECTION
AT 29' LOTS

1/16/2026

MAPLE AVE (CR 466C)

739.23'

437.56'

601.69'

**LEGEND**

PROPOSED KIOSK LOCATION

**NOTE:**

FINAL LOCATION OF MAIL KIOSKS TBD BY USPS.

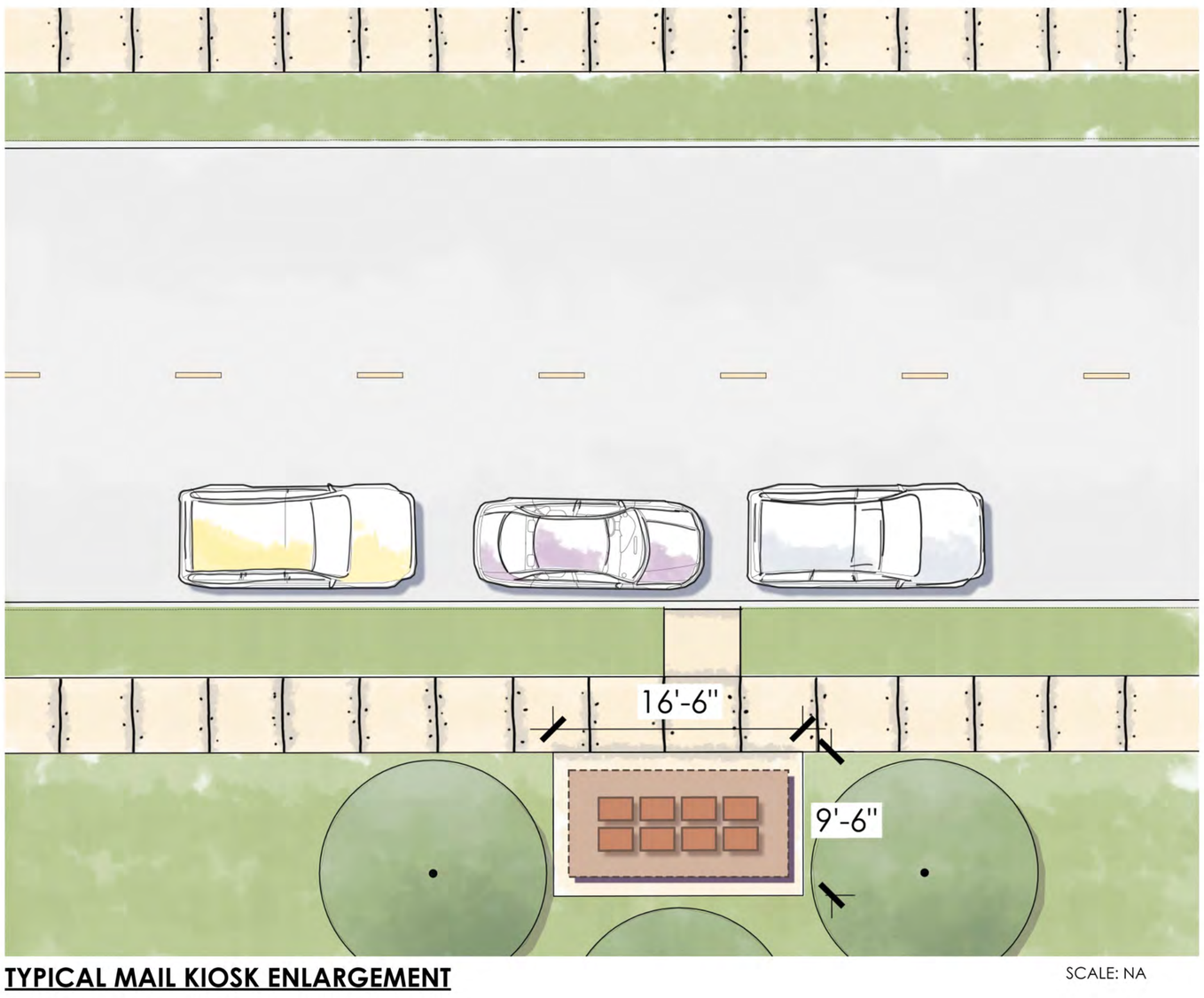
## KEY MAP - MAIL KIOSK LOCATIONS

0 100 200 400

Scale: 1" = 200'



## INSPIRATION IMAGERY




## TYPICAL MAIL KIOSK ENLARGEMENT

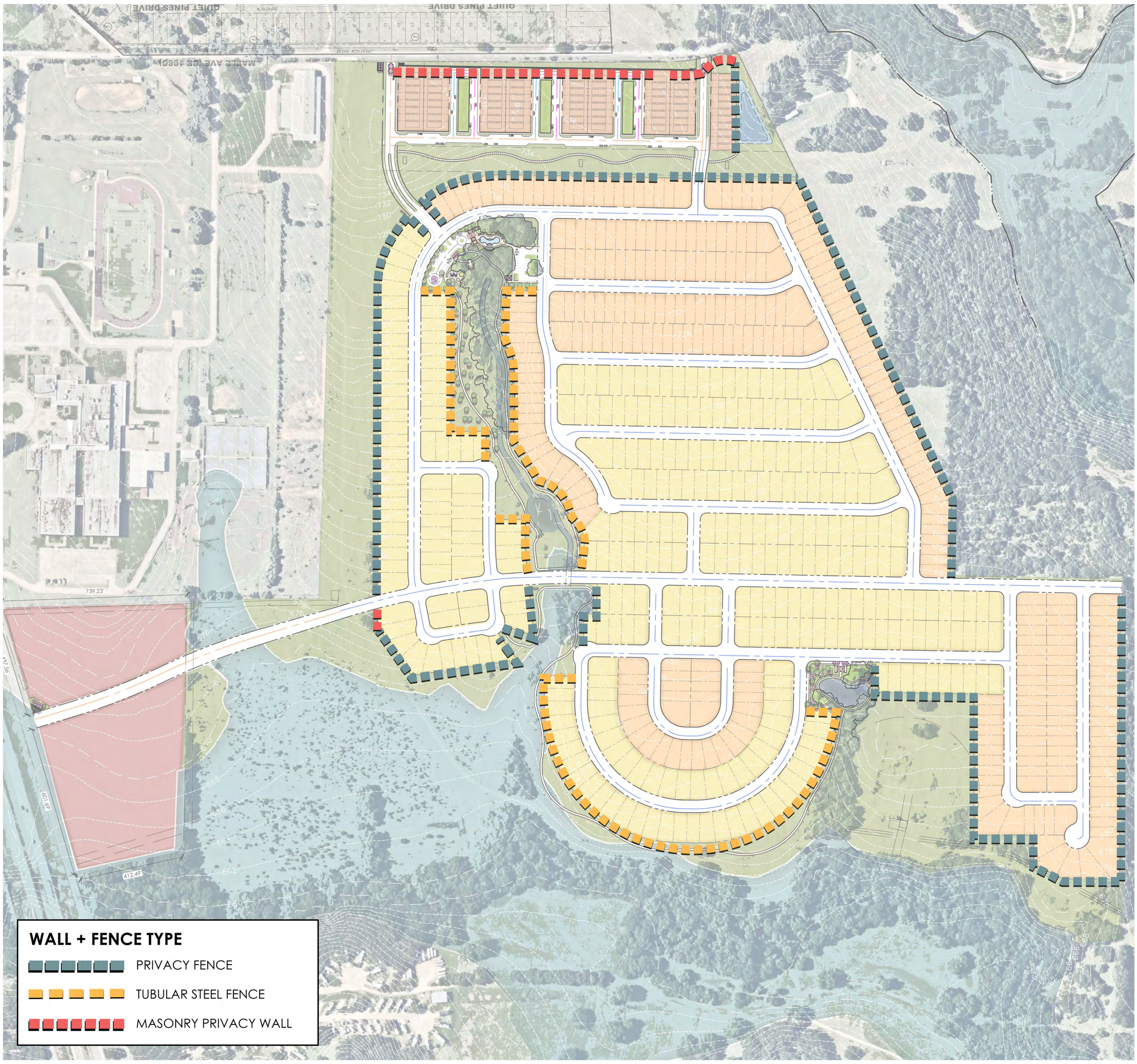
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# CHAMBERS CREEK

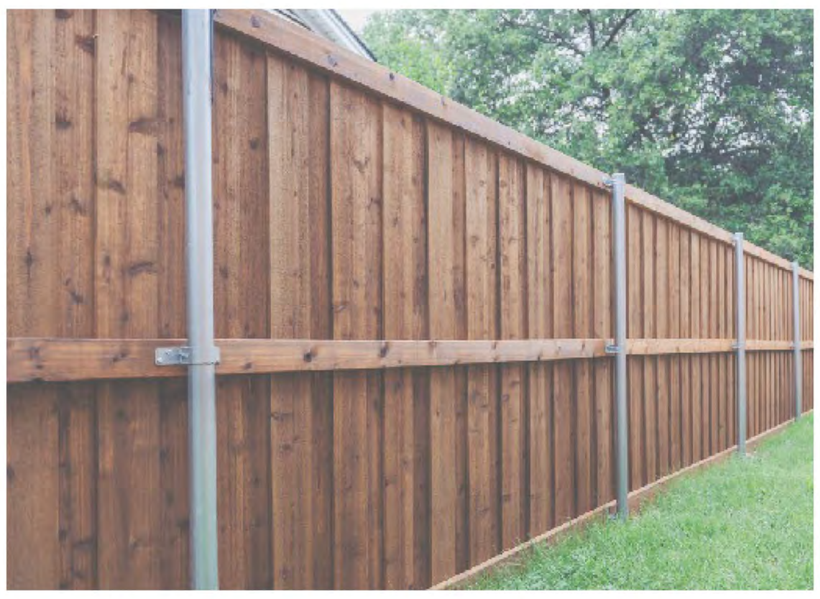
EXHIBIT * CONCEPT MAILBOX PLAN

1/16/2026




## KEY MAP - FENCE TYPE LOCATIONS

0 100 200 400
Scale: 1" = 200'-0"



**PRIVACY FENCE- VERTICAL WOOD PLANK**



**TUBULAR STEEL FENCE**



**MASONRY PRIVACY WALL- BRICK WITH COLUMNS**

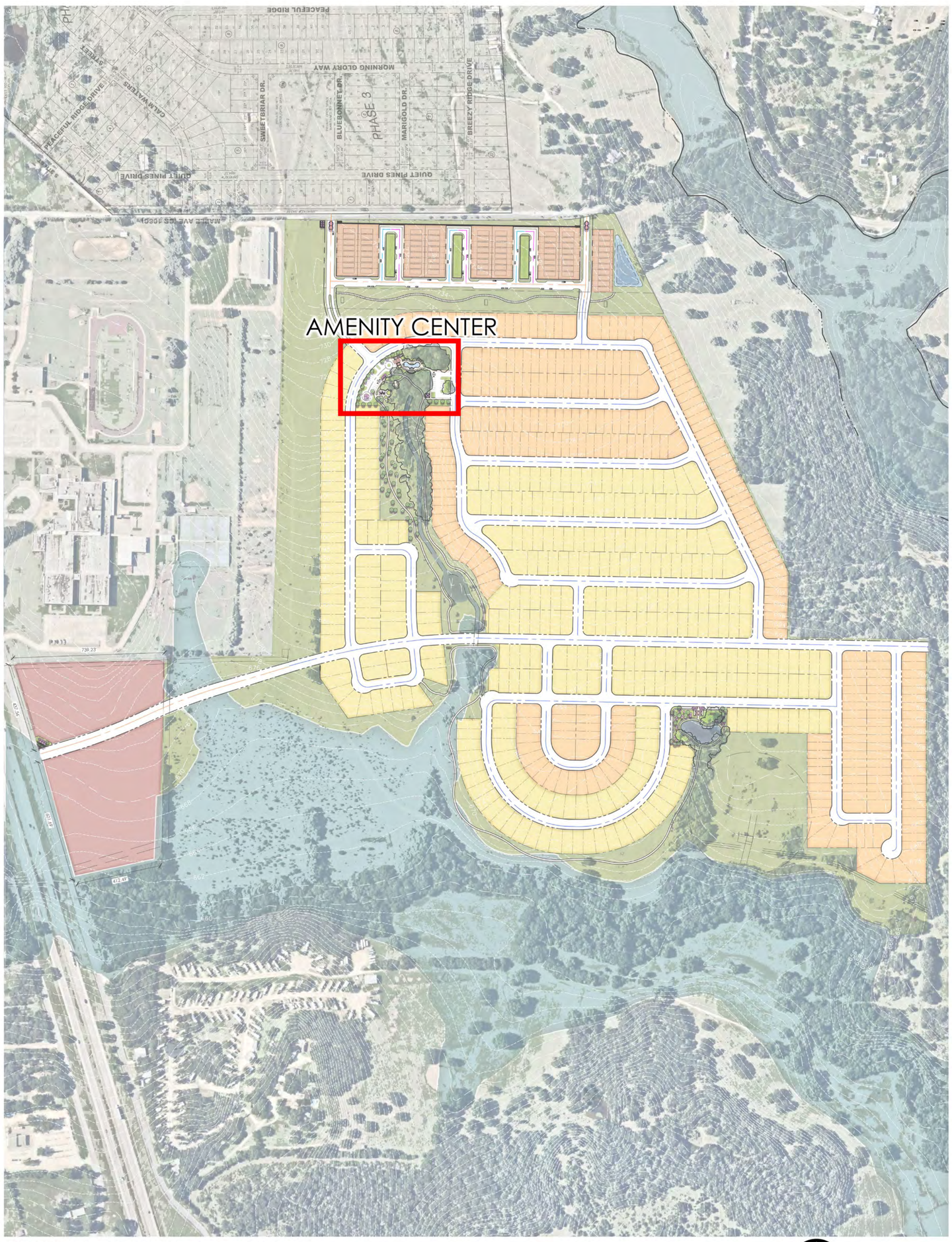
# CHAMBERS CREEK

EXHIBIT * - CONCEPT WALL AND FENCE PLAN

1/16/2026

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KEY MAP - AREA ENLARGEMENT

SCALE: NA



AMENITY PAVILION CONCEPT IMAGERY



AMENITY CENTER CONCEPT IMAGERY



PLAYGROUND CONCEPT IMAGERY




AREA ENLARGEMENT - AMENITY CENTER

0 15 30 60

Scale: 1" = 30'

job # / file path: P:\616.195 Meritage Homes\003 Alvarado Site Plan\Talson Design\11 Planning & Zoning\11.01 PZ Final Docs

1/16/2026

# CHAMBERS CREEK

EXHIBIT * - AMENITY CENTER CONCEPT PLAN

POND PARK

**LEGEND**

6 FT CONCRETE TRAIL

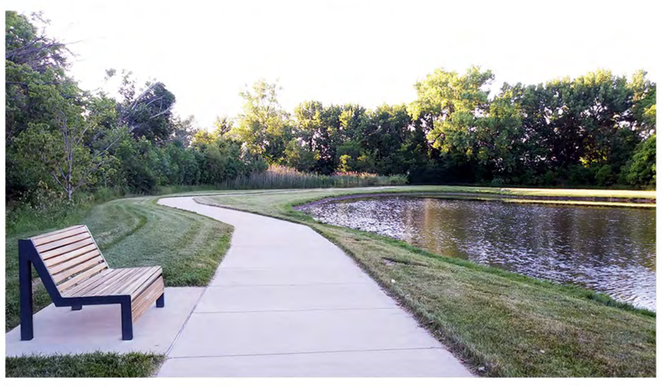
## KEY MAP - TRAIL PLAN & AREA ENLARGEMENT

0 100 200 400

Scale: 1" = 200'-0"



MODERN SHADE STRUCTURE



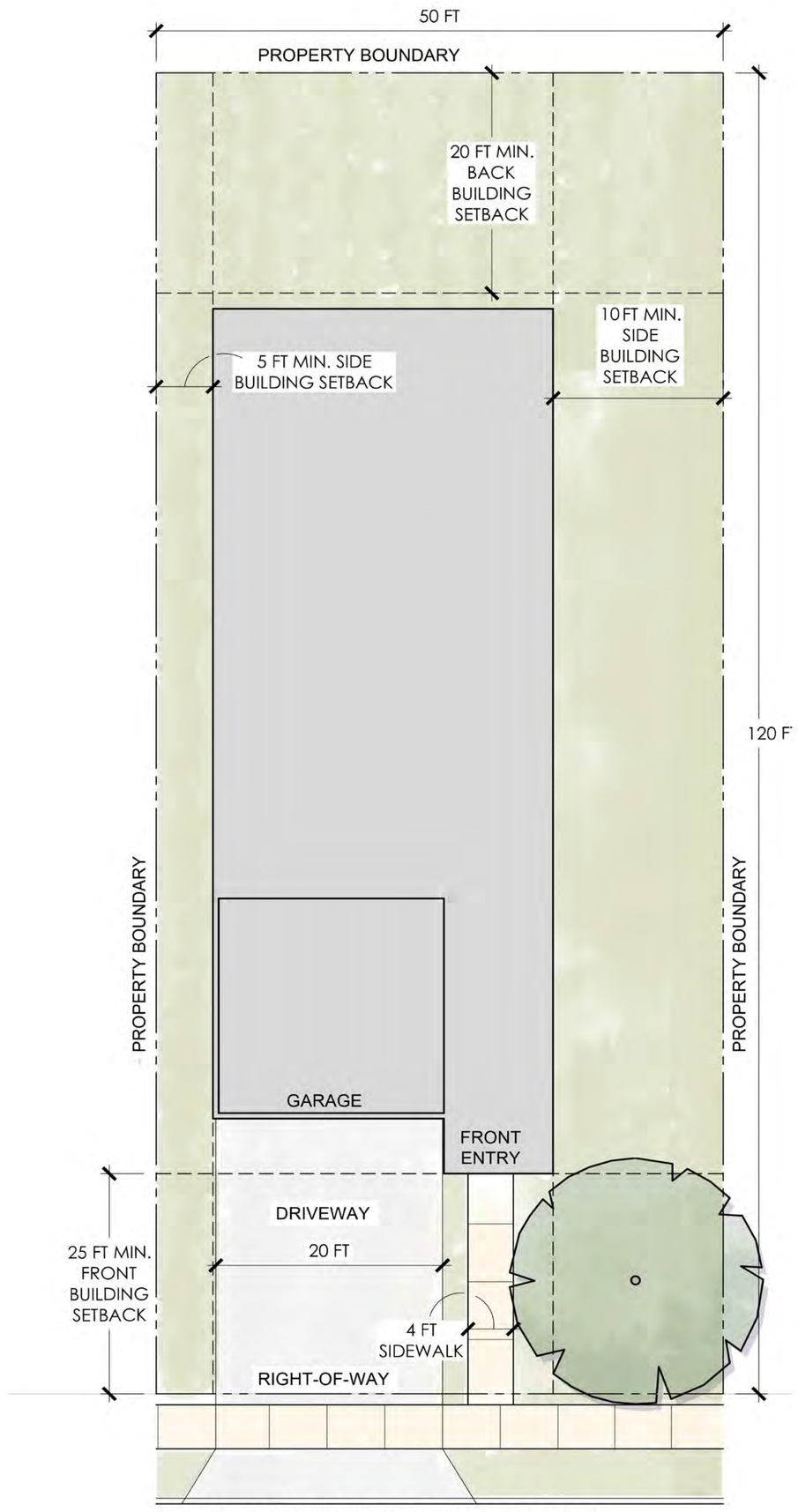
POND WITH TRAIL



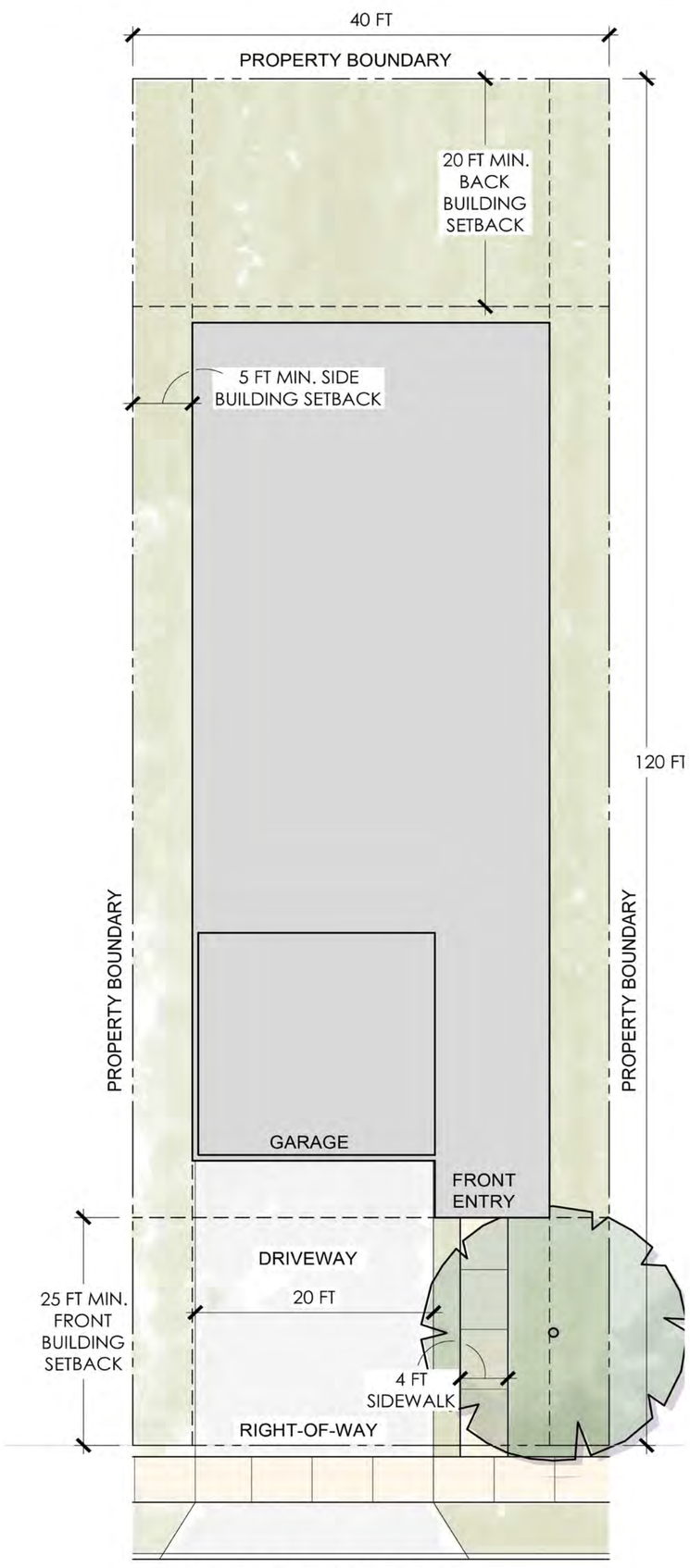

AREA ENLARGEMENT - POND PARK WITH TRAIL

1/16/2026

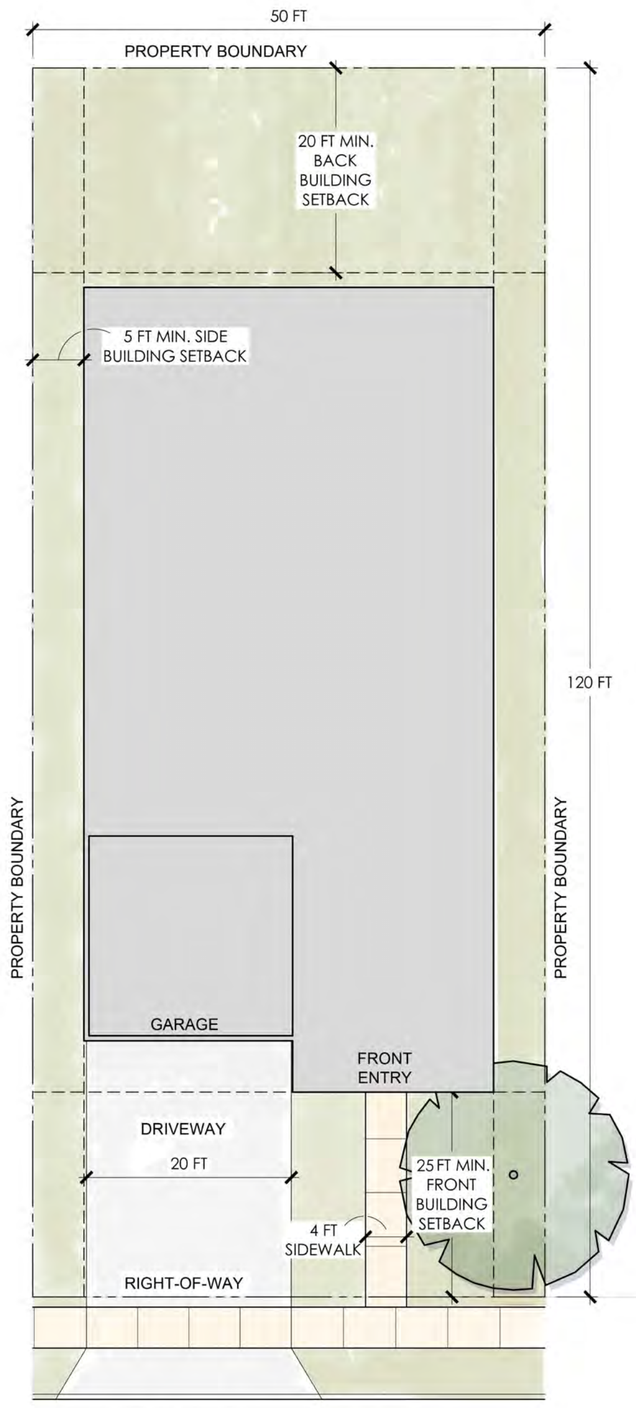
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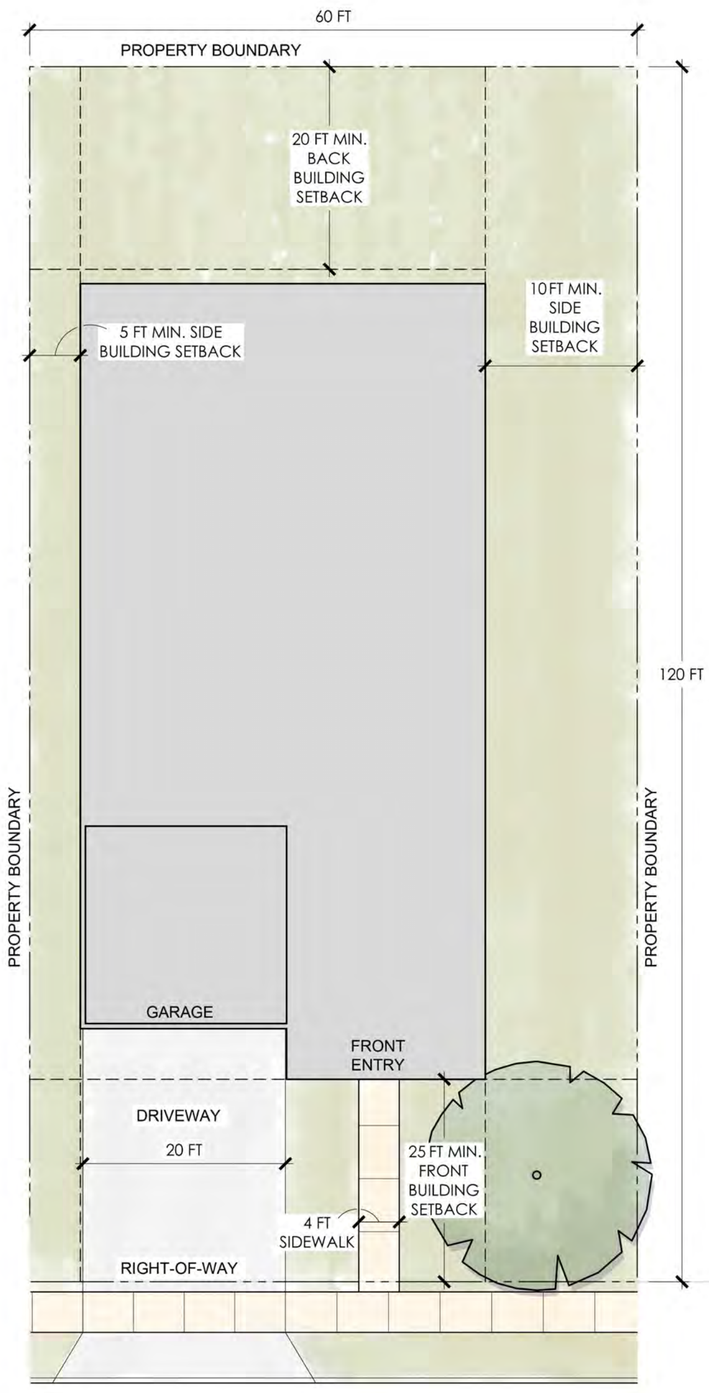

**TYPICAL 40'X120' LOT TYPE CORNER**




**TYPICAL 40'X120' LOT TYPE**




**TYPICAL 50'X120' LOT TYPE**




**TYPICAL 50'X120' LOT TYPE CORNER**

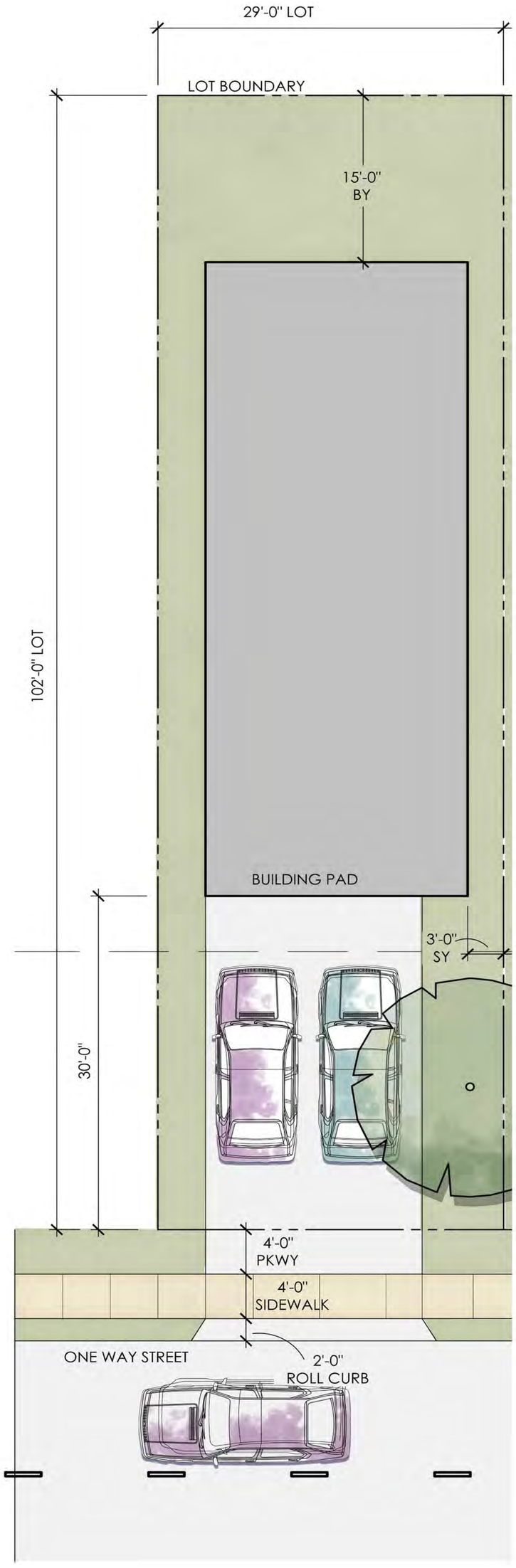
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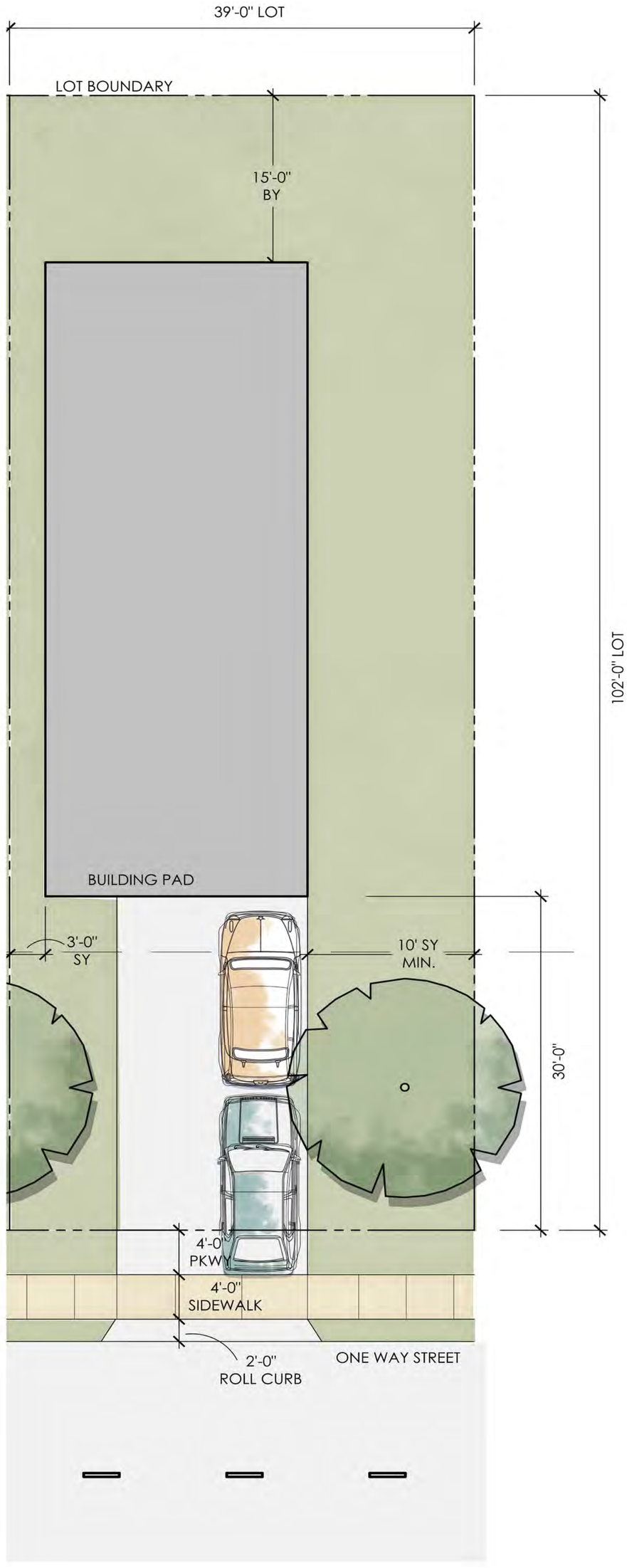
# CHAMBERS CREEK

EXHIBIT * - TYPICAL LOT & SIDE LOT LAYOUTS

1/16/2026




**TYPICAL 29'X102' LOT TYPE**




**TYPICAL 29'X102' LOT TYPE CORNER**

Scale: NTS

job # / file path: P:\616.195 Meritage Homes\003 Alvarado Site Plan\Talson Design\11 Planning & Zoning\11.01 PZ Final Docs

# CHAMBERS CREEK

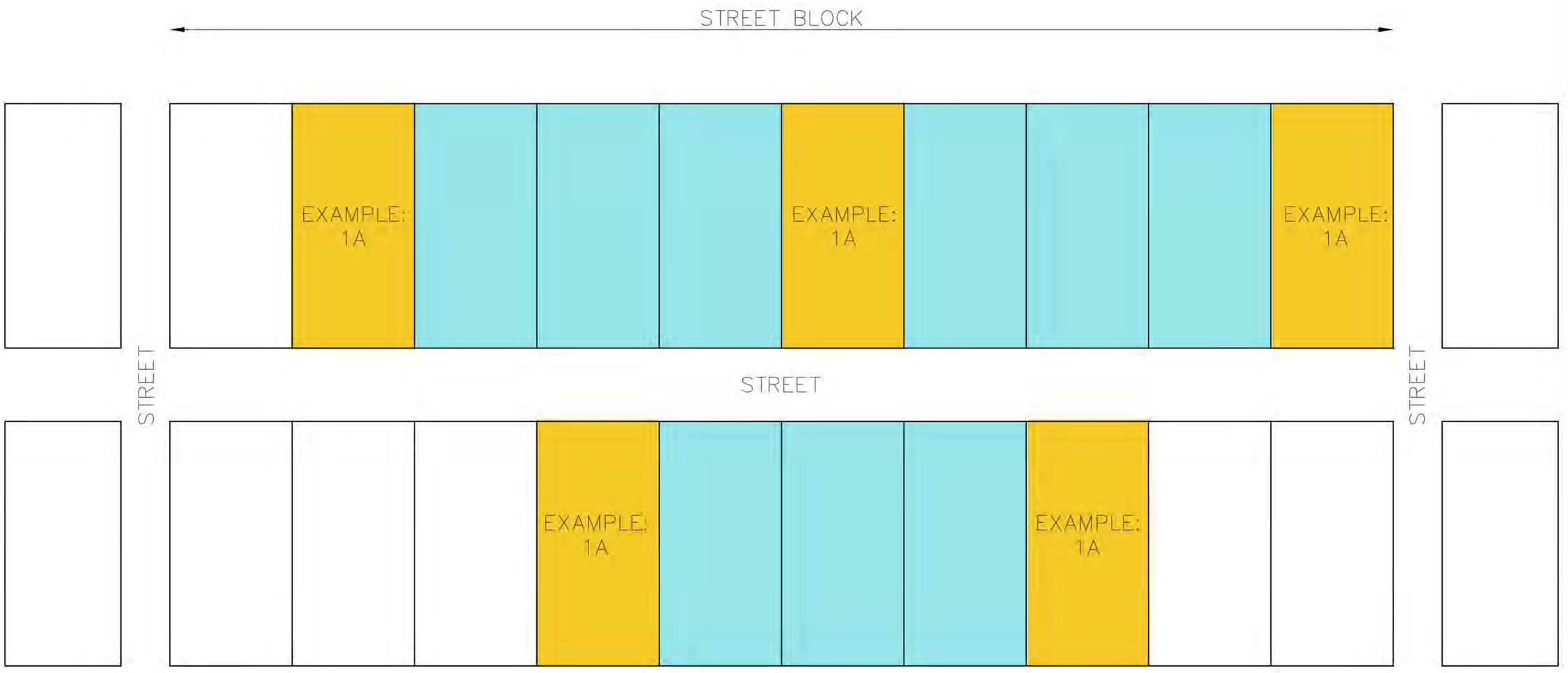
EXHIBIT * - TYPICAL LOT & SIDE LOT LAYOUT

1/16/2026

NOTES:

1. FLOOR PLAN AND ELEVATION SHALL COMPLY WITH THE COMMUNITY DEVELOPMENT AGREEMENT.

2. SAME COMBINATION OF PLAN AND ELEVATION MAY NOT BE REPEATED DIRECTLY ACROSS THE STREET.




job # / file path: P:\616.195 Meritage Homes\003 Alvarado Site Plan\Tolson Design\11 Planning & Zoning\11.01 PZ Final Docs

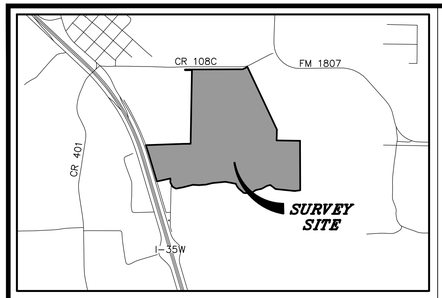
# CHAMBERS CREEK

EXHIBIT * - BLOCK VARIETY

1/16/2026

**Exhibit "D"**
**Development Plan**

(See Next Page)




## VICINITY MAP

1" = 2000'

GRAPHIC SCALE
0 200 300 400 600
( IN FEET )
1 inch = 200 ft.

## LEGEND

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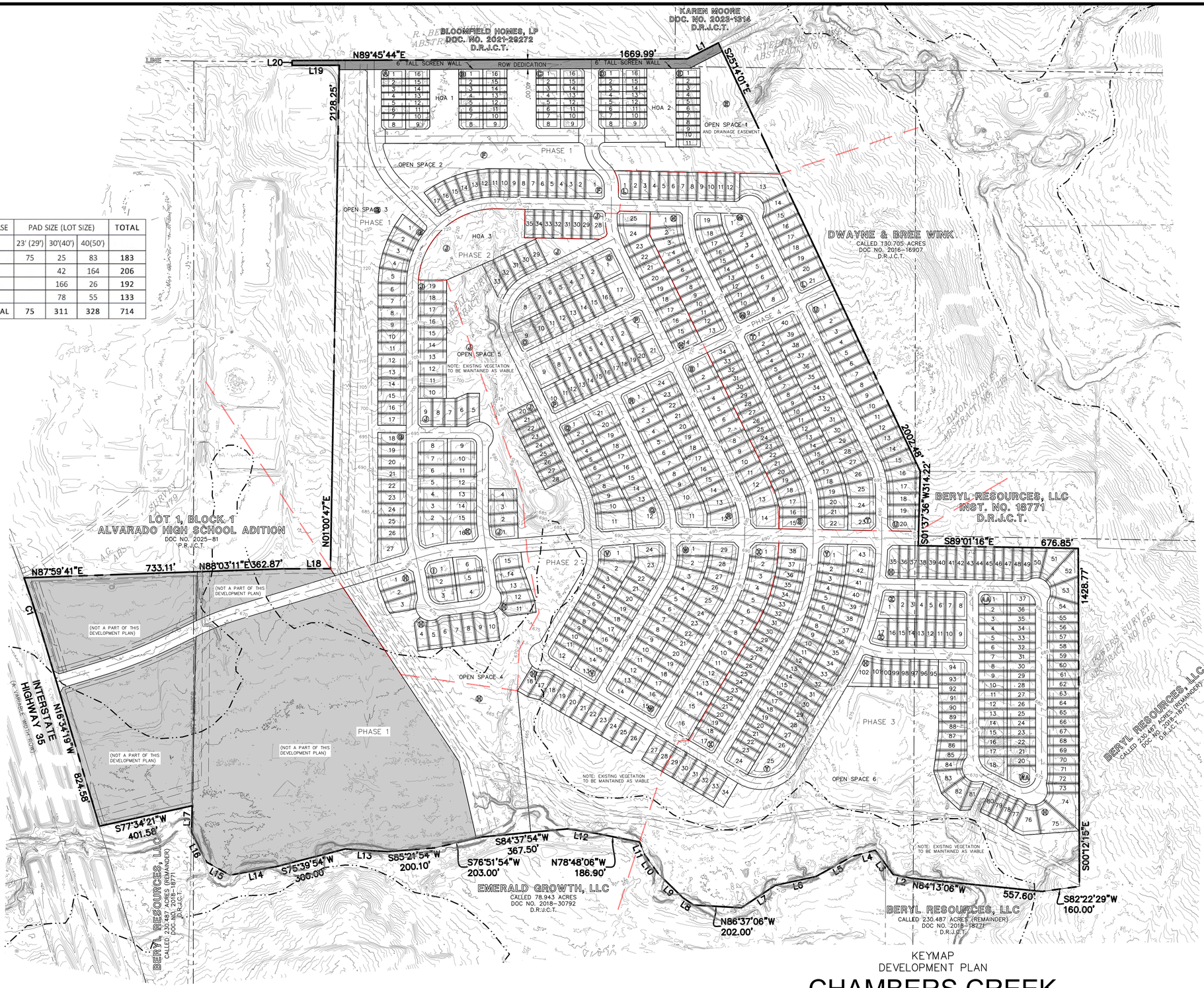
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| PHASE | PAD SIZE (LOT SIZE) | | | TOTAL |
|---|---|---|---|---|
| | 23' (29') | 30'(40') | 40(50') | |
| 1 | 75 | 25 | 83 | 183 |
| 2 | | 42 | 164 | 206 |
| 3 | | 166 | 26 | 192 |
| 4 | | 78 | 55 | 133 |
| TOTAL | 75 | 311 | 328 | 714 |




KEYMAP

DEVELOPMENT PLAN

# CHAMBERS CREEK

BEING 190.367 ACRES
SITUATED IN THE A. POWERS SURVEY, ABST. NO. 686; THE J. BELL SURVEY, ABST NO. 46; THE R. BELL SURVEY, ABST. NO. 44; THE J. DIXON SURVEY, ABST. NO. 215; THE A.G. KIMBELL SURVEY, ABST. NO. 479 AND THE T. STEPHENS SURVEY, ABST NO. 778
CITY OF ALVARADO, JOHNSON COUNTY, TEXAS
714 RESIDENTIAL LOTS; 6 OPEN SPACE LOTS AND 2 HOA LOTS
APRIL, 2026


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jdeal@manhard.com

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Reece Bierhalter, P.E.
rbierhalter@atwell.com

Owner
Alvarado 228 Development, LLC
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Douglas Bowyer
dbowyer@frostmartin.com


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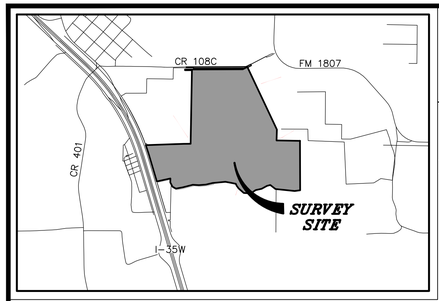
CHAMBERS CREEK
CITY OF ALVARADO
JOHNSON COUNTY, TEXAS

DEVELOPMENT PLAN

DATE 04/17/26

REVISIONS

| | |
|---|---|
| DR. | JAM |
| CH. | |
| P.M. | JLD |
| JOB | 26000279 |
| SHEET NO. | 1 OF 4 |




## VICINITY MAP

1" = 2000'

GRAPHIC SCALE

0 100 150 200 300

( IN FEET )

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© 2026/2026 by Manhard Consultants Ltd. (Exclusive Copyright) S:\ATWELL\Chambers Creek\01_Engineering\Plat\Plat Set #1\SHEET 2 PLAT.dwg, 4/17/2026 10:28:00 AM, Joshua Mahrdt



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| | 23' (29') | 30'(40') | 40(50') | |
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DEVELOPMENT PLAN

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MARCH, 2026

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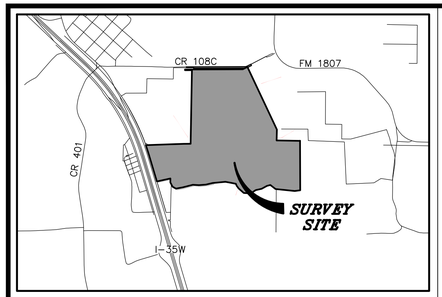
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CLIENT
CHAMBERS CREEK
CITY OF ALVARADO
JOHNSON COUNTY, TEXAS
DEVELOPMENT PLAN

DATE 04/17/26

REVISIONS

DR. JAM CH.
P.M. JLD
JOB 26000279
SHEET NO. 2 OF 4




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MATCHLINE - SEE SHEET 2

MATCHLINE - SEE SHEET 4

30' FREEDOM PIPELINE COMPANY, LLC EASEMENT VOL. 3972, PG. 511 D.R.J.C.T.

40'X70' SURFACE EASEMENT DOC. NO. 20100026842 D.R.J.C.T.

STREET B (A 50' R.O.W.)

STREET A (A 60' R.O.W.)

STREET G (A 60' R.O.W.)

STREET K (A 60' R.O.W.)

STREET F (A 60' R.O.W.)

STREET L (A 60' R.O.W.)

STREET H (A 50' R.O.W.)

N01°00'47"E

L18 200'

N23°17'28"E 830.03'

S82°30'42"W 138.49'

N84°59'18"W 1319.06'

S88°54'43"E 958.83'

N89°16'42"E 960.00'

S04°10'04"W 27.08'

S04°10'04"W 41.82'

S34°51'18"W 571.37'

S34°51'18"W 411.75'

NOTE: EXISTING VEGETATION TO BE MAINTAINED AS VIABLE

PHASE 2

PHASE 1

PHASE 3

OPEN SPACE 4

15' ACCESS EASEMENT VOL. 3826, PG. 246 D.R.J.C.T.

30' SOUTHWESTERN GAS PIPELINE INC. EASEMENT VOL. 3586, PG. 234 D.R.J.C.T.

30' FREEDOM PIPELINE COMPANY, LLC EASEMENT VOL. 3972, PG. 511 D.R.J.C.T.

(NOT A PART OF THIS DEVELOPMENT PLAN)

EMERALD GROWTH, LLC
CALLED 78.943 ACRES
DOC NO. 2018–30792
D.R.J.C.T.
(IN THE ETJ, NO ZONING)

S75°39'54"W 300.00' L13 S85°21'54"W 200.10' S76°51'54"W 203.00' S84°37'54"W 367.50' L12 N78°48'06"W 186.90' L11 L10 L9 L8 N86°37'06"W 202.00' L7 L6 L5

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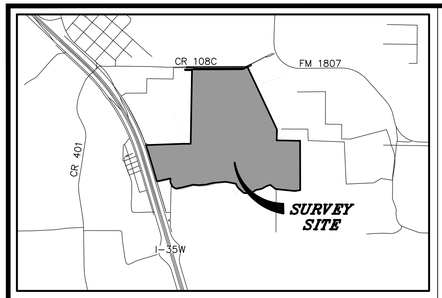
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DATE 04/17/26

REVISIONS

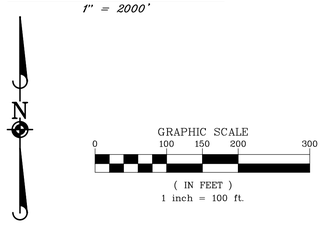
DR. JAM | CH.
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SHEET NO. 3 OF 4


G:\26000279 Miami Development Group\Documents\Drawings\Sheets\Development\04 PLAT\SHEET 3 OF 4.dwg, 4/17/26, Joshua Marshall




## VICINITY MAP

1" = 2000'




## LEGEND

| | |
|---|---|
| G | = EX. UNDERGROUND GAS |
| OH | = EX. OVERHEAD WIRES |
| | = EX. FLOOD PLAIN LIMIT LINE |
| | = EX. WATER LINE |
| | = EX. GUARD RAIL |
| | = EX. WIRE FENCE |
| | = EX. EDGE OF GRAVEL |
| | = EX. PROPERTY LINE |
| | = EX. EASEMENT LINE |
| | = EX. SECTION LINE |
| | = EX. PROPOSED LOT LINE |
| | = EX. EXISTING LOT LINE |
| P.O.B. | = POINT OF BEGINNING |
| D.R.J.C.T. | = DEED RECORDS, JOHNSON COUNTY, TEXAS |
| R.O.W. | = RIGHT-OF-WAY |
| BL | = BUILDING LINE SETBACK |
| | = EX. ASPHALT |
| | = EX. GRAVEL |
| | = EX. GAS VALVE |
| | = EX. JULIE GAS MARKER |
| | = EX. GAS MARKER POST |
| | = EX. TELEPHONE PEDESTAL |
| | = EX. UTILITY POLE |
| | = EX. GUY WIRE |
| | = EX. MAILBOX |
| | = EX. BOLLARD/POST |

## SURVEYOR'S NOTES

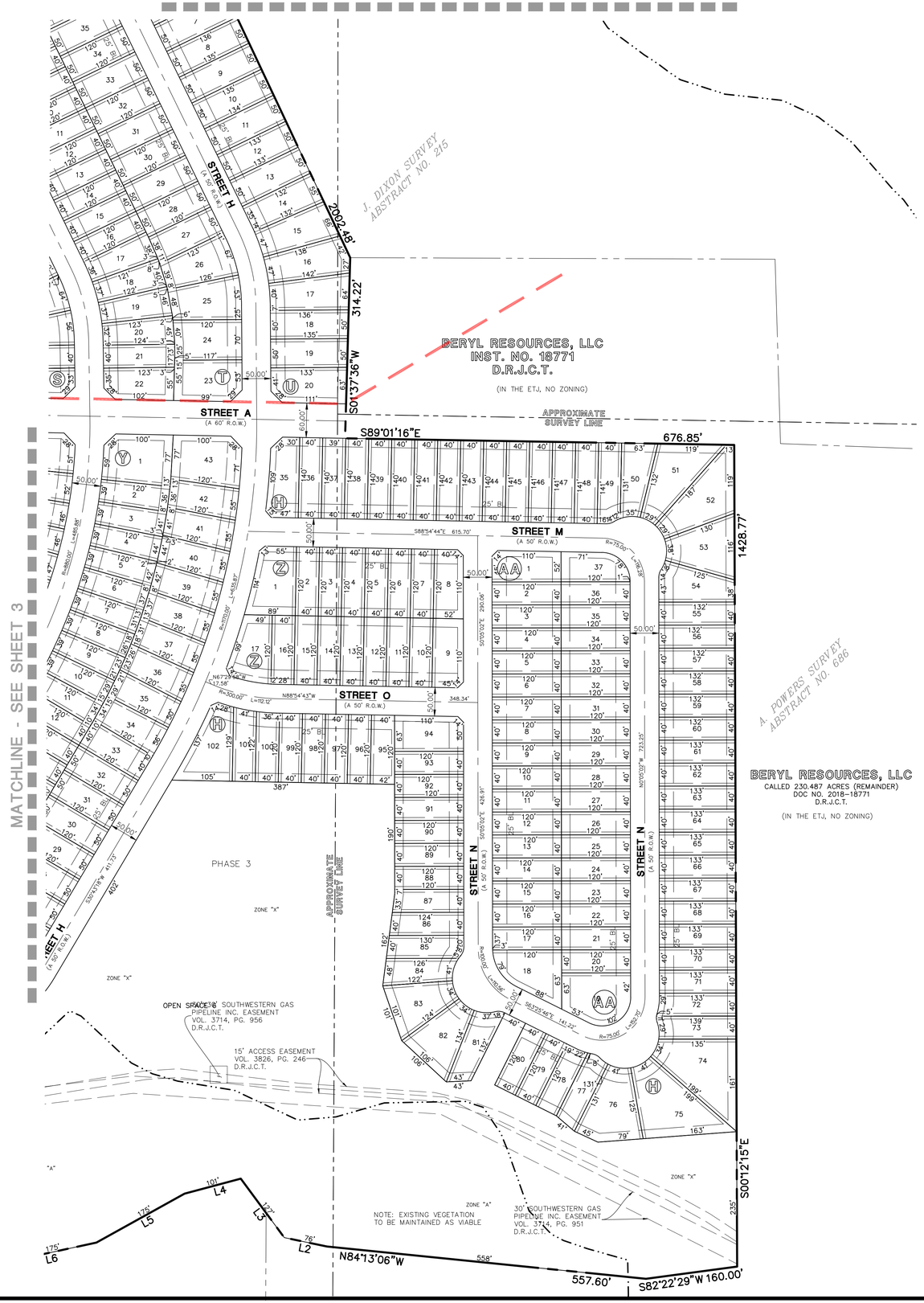
1. THIS SUBDIVISION CONSISTS OF LOTS 1–16 AND HOA 1, BLOCK A; LOTS 1–16, BLOCK B; LOTS 1–16, BLOCK C; LOTS 1–16 AND HOA 2, BLOCK D; LOTS 1–11 AND OPEN SPACE 1, BLOCK E; LOTS 1–17 AND OPEN SPACE 2, BLOCK F; LOTS 1–27, PARK LOT 2, COMMERCIAL LOT 2 AND OPENS PACE 3, BLOCK G; LOTS 1–102, PARK LOT 1, COMMERCIAL LOT 1 AND OPEN SPACES 4 AND 6, BLOCK H; LOTS 1–6, BLOCK I; LOTS 1–33, HOA 3 AND OPEN SPACE 5, BLOCK J; LOTS 1–16, BLOCK K; LOTS 1–21, BLOCK L; LOTS 1–19, BLOCK M; LOTS 1–25, BLOCK N; LOTS 1–17, BLOCK O; LOTS 1–21, BLOCK P; LOTS 1–21, BLOCK Q; LOTS 1–24, BLOCK R; LOTS 1–34, BLOCK S; LOTS 1–40, BLOCK T; LOTS 1–20, BLOCK U; LOTS 1–24, BLOCK V; LOTS 1–29, BLOCK W; LOTS 1–38, BLOCK X; LOTS 1–43, BLOCK Y; LOTS 1–17, BLOCK Z; AND LOTS 1–37, BLOCK AA AND ARE PART OF AN INTEGRAL NUMBERING SYSTEM TO EMBRACE ALL OF CHAMBERS CREEK SUBDIVISION.
2. DISTANCES ARE MARKED IN FEET AND DECIMAL PLACES THEREOF. NO DIMENSION SHALL BE ASSUMED BY SCALE MEASUREMENT HEREON. DISTANCES AND/OR BEARINGS SHOWN IN PARENTHESIS (456.67') ARE RECORD OR DEED VALUES.)
3. THIS SUBDIVISION MAY BE SUBJECT TO MATTERS OF TITLE, WHICH MAY BE REVEALED BY A CURRENT TITLE REPORT. PRE-EXISTING EASEMENTS, SETBACKS AND OTHER RESTRICTIONS WHICH MAY BE FOUND IN A CURRENT TITLE REPORT, LOCAL ORDINANCES, DEEDS OR OTHER INSTRUMENTS OF RECORD MAY NOT BE SHOWN.
4. THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT TEXAS MINIMUM STANDARDS FOR A BOUNDARY SURVEY. MANHARD CONSULTING, LTD. IS A PROFESSIONAL DESIGN FIRM, REGISTRATION NUMBER F-10194754.
5. THE SUBDIVISION ENTIRELY LIES WITHIN THE CITY OF ALVARADO, JOHNSON COUNTY, TEXAS.
6. LOT TYPICAL DETAIL SHOWN ON PLAT SHEET 4.
7. COMMERCIAL AND PARK LOTS ARE NOT A PART OF THIS DEVELOPMENT PLAN.

## FLOOD HAZARD NOTE

ACCORDING TO COMMUNITY PANEL NUMBER 48251C0215J, DATED DECEMBER 04, 2012, OF THE FEDERAL EMERGENCY AGENCY, NATIONAL FLOOD INSURANCE PROGRAM MAP, A PORTION OF THIS PROPERTY LIES WITHIN ZONE "A" WHICH IS A SPECIAL FLOOD HAZARD AREAS. IF THIS SITE IS NOT WITHIN A SPECIAL FLOOD HAZARD AREA, THIS STATEMENT DOES NOT IMPLY THAT THE PROPERTY AND/OR THE STRUCTURES THEREON WILL BE FREE FROM FLOODING OR FLOOD DAMAGE. ON RARE OCCASIONS, GREATER FLOODS CAN AND WILL OCCUR AND FLOOD HEIGHTS MAY BE INCREASED BY MAN MADE OR NATURAL CAUSES. THE REMAINDER OF THE PROPERTY LIES WITHIN ZONE "X", AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOOD. THIS STATEMENT SHALL NOT CREATE LIABILITY ON THE PART OF THE SURVEYOR.

## BASIS OF BEARINGS

COORDINATES AND BEARINGS ARE BASED UPON THE TEXAS COORDINATE SYSTEM, NORTH CENTRAL ZONE (NAD 83), UTILIZING THE ALTERRA CENTRAL RTKNET VIRTUAL REFERENCE NETWORK. COORDINATES ARE GRID VALUES.



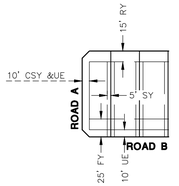

| CURVE TABLE | | | | | |
|---|---|---|---|---|---|
| CURVE | RADIUS | DELTA | LENGTH | CHORD BEARING | CHORD |
| C1 | 5904.58' | 2°38'45" | 272.67' | N17°50'20"W | 272.65' |

| LINE TABLE | | |
|---|---|---|
| LINE | BEARING | LENGTH |
| L1 | N62°48'30"E | 147.84' |
| L2 | N78°11'06"W | 75.80' |
| L3 | N36°28'06"W | 127.40' |
| L4 | S75°02'54"W | 101.10' |
| L5 | S60°58'54"W | 175.40' |
| L6 | S77°47'51"W | 175.00' |
| L7 | S56°30'54"W | 172.60' |
| L8 | N55°59'06"W | 54.80' |
| L9 | N45°42'06"W | 143.80' |
| L10 | N35°43'06"W | 100.00' |
| L11 | N21°54'06"W | 58.20' |
| L12 | N80°49'06"W | 120.90' |
| L13 | N86°16'06"W | 178.50' |
| L14 | S79°27'54"W | 200.60' |
| L15 | N60°35'35"W | 113.10' |
| L16 | N26°54'15"W | 139.50' |
| L17 | N01°04'35"E | 113.85' |
| L18 | N89°48'52"E | 199.83' |
| L19 | S89°49'45"W | 199.77' |
| L20 | N01°10'12"E | 20.88' |

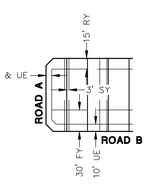
## LOT TYPICAL DETAIL

1" = 100'

40' & 50' LOT WIDTH




29' LOT WIDTH




BERYL RESOURCES, LLC
CALLED 230.487 ACRES (REMAINDER)
DOC NO. 2018-18771
D.R.J.C.T.
(IN THE ETJ, NO ZONING)

| PHASE | PAD SIZE (LOT SIZE) | | | TOTAL |
|---|---|---|---|---|
| | 23' (29') | 30'(40') | 40(50') | |
| 1 | 75 | 25 | 83 | 183 |
| 2 | | 42 | 164 | 206 |
| 3 | | 166 | 26 | 192 |
| 4 | | 78 | 55 | 133 |
| TOTAL | 75 | 311 | 328 | 714 |


Surveyor
Atwell, LLC
505 Pecan Street, Suite 201
Fort Worth, TX 76102
(817) 865-5344
**Jeremy Deal, RPLS**
jdeal@manhard.com

Engineer
Atwell, LLC
8144 Walnut Hill Lane Suite 750
Dallas, TX 75231
Reece Bierhalter, P.E.
rbierhalter@atwell.com

Owner
Alvarado 228 Development, LLC
205 E. Henderson Street
Cleburne, TX 75033
Douglas Bowyer
dbowyer@frostmartin.com


DEVELOPMENT PLAN

# CHAMBERS CREEK

BEING 190.367 ACRES
SITUATED IN THE A. POWERS SURVEY, ABST. NO. 686; THE J. BELL SURVEY, ABST NO. 46; THE R. BELL SURVEY, ABST. NO. 44; THE J. DIXON SURVEY, ABST. NO. 215; THE A.G. KIMBELL SURVEY, ABST. NO. 479 AND THE T. STEPHENS SURVEY, ABST NO. 778
CITY OF ALVARADO, JOHNSON COUNTY, TEXAS
714 RESIDENTIAL LOTS; 6 OPEN SPACE LOTS AND 2 HOA LOTS
APRIL, 2026

811 Know what's **below.** **Call** before you dig.

THE LOCATIONS OF EXISTING UNDERGROUND UTILITIES ARE SHOWN IN AN APPROXIMATE WAY ONLY AND HAVE NOT BEEN INDEPENDENTLY VERIFIED BY THE OWNER OR ITS REPRESENTATIVE. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK, AND AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT BE OCCASIONED BY THE CONTRACTOR'S FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES.

NOTICE:
CONSTRUCTION SITE SAFETY IS THE SOLE RESPONSIBILITY OF THE CONTRACTOR; NEITHER THE OWNER NOR THE ENGINEER SHALL BE EXPECTED TO ASSUME ANY RESPONSIBILITY FOR SAFETY OF THE WORK, OF PERSONS ENGAGED IN THE WORK, OF ANY NEARBY STRUCTURES, OR OF ANY OTHER PERSONS.


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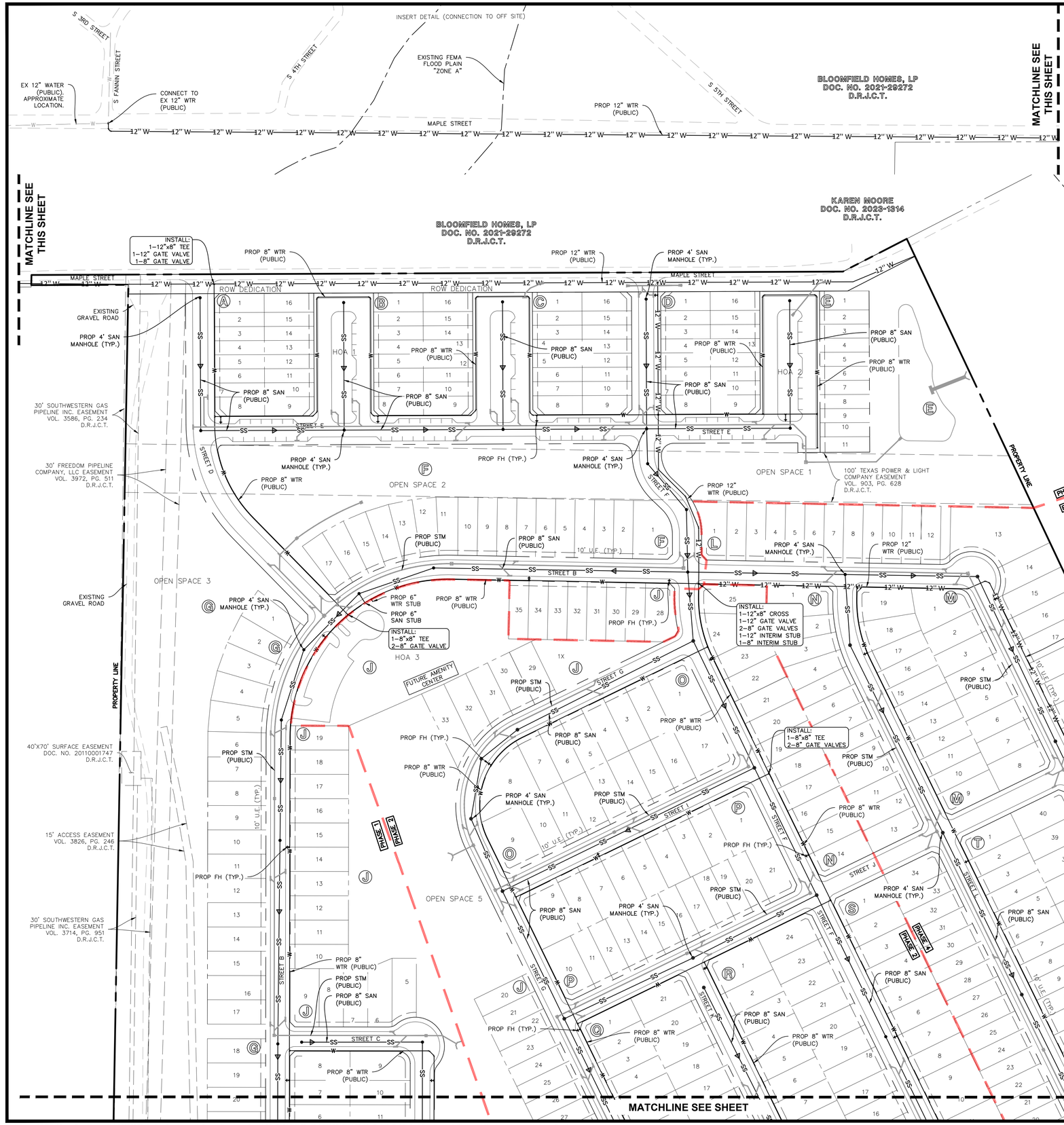
ATWELL
866.850.4200 www.atwell.com
505 PECAN ST., SUITE 201
FORT WORTH, TX 76102
817.865.5344
TX FIRM NO. F-12242

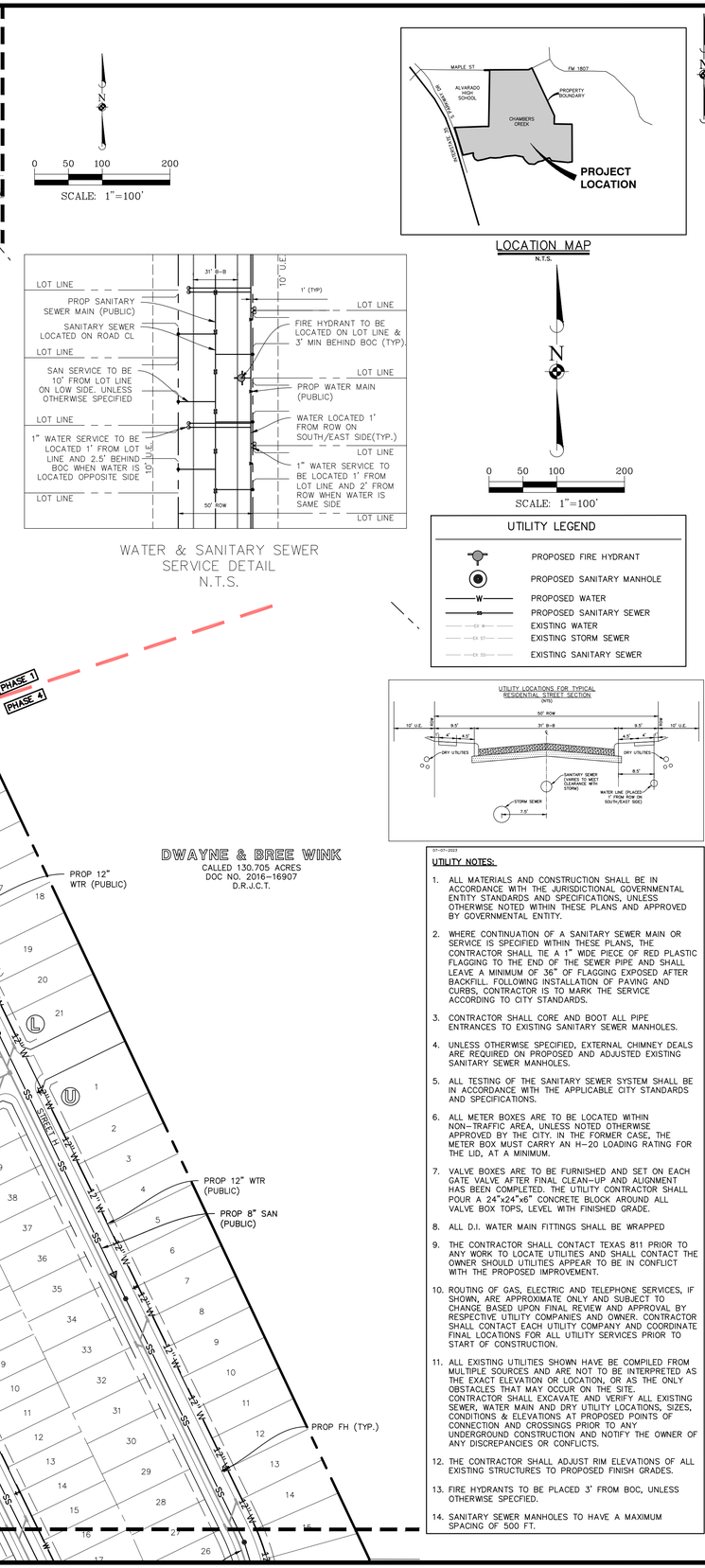

CLIENT
CHAMBERS CREEK
CITY OF ALVARADO
JOHNSON COUNTY, TEXAS
DEVELOPMENT PLAN

DATE 04/17/26

REVISIONS

DR. JAM CH.
P.M. JLD
JOB 26000279
SHEET NO. 4 OF 4




WATER & SANITARY SEWER SERVICE DETAIL N.T.S.




LOCATION MAP




## UTILITY LEGEND

- PROPOSED FIRE HYDRANT
- PROPOSED SANITARY MANHOLE
- PROPOSED WATER
- PROPOSED SANITARY SEWER
- EXISTING WATER
- EXISTING STORM SEWER
- EXISTING SANITARY SEWER




07-01-2023

**UTILITY NOTES:**

1. ALL MATERIALS AND CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE JURISDICTIONAL GOVERNMENTAL ENTITY STANDARDS AND SPECIFICATIONS, UNLESS OTHERWISE NOTED WITHIN THESE PLANS AND APPROVED BY GOVERNMENTAL ENTITY.
2. WHERE CONTINUATION OF A SANITARY SEWER MAIN OR SERVICE IS SPECIFIED WITHIN THESE PLANS, THE CONTRACTOR SHALL TIE A 1" WIDE PIECE OF RED PLASTIC FLAGGING TO THE END OF THE SEWER PIPE AND SHALL LEAVE A MINIMUM OF 36" OF FLAGGING EXPOSED AFTER BACKFILL. FOLLOWING INSTALLATION OF PAVING AND CURBS, CONTRACTOR IS TO MARK THE SERVICE ACCORDING TO CITY STANDARDS.
3. CONTRACTOR SHALL CORE AND BOOT ALL PIPE ENTRANCES TO EXISTING SANITARY SEWER MANHOLES.
4. UNLESS OTHERWISE SPECIFIED, EXTERNAL CHIMNEY DEALS ARE REQUIRED ON PROPOSED AND ADJUSTED EXISTING SANITARY SEWER MANHOLES.
5. ALL TESTING OF THE SANITARY SEWER SYSTEM SHALL BE IN ACCORDANCE WITH THE APPLICABLE CITY STANDARDS AND SPECIFICATIONS.
6. ALL METER BOXES ARE TO BE LOCATED WITHIN NON-TRAFFIC AREA, UNLESS NOTED OTHERWISE APPROVED BY THE CITY. IN THE FORMER CASE, THE METER BOX MUST CARRY AN H-20 LOADING RATING FOR THE LID, AT A MINIMUM.
7. VALVE BOXES ARE TO BE FURNISHED AND SET ON EACH GATE VALVE AFTER FINAL CLEAN-UP AND ALIGNMENT HAS BEEN COMPLETED. THE UTILITY CONTRACTOR SHALL POUR A 24"x24"x6" CONCRETE BLOCK AROUND ALL VALVE BOX TOPS, LEVEL WITH FINISHED GRADE.
8. ALL D.I. WATER MAIN FITTINGS SHALL BE WRAPPED
9. THE CONTRACTOR SHALL CONTACT TEXAS 811 PRIOR TO ANY WORK TO LOCATE UTILITIES AND SHALL CONTACT THE OWNER SHOULD UTILITIES APPEAR TO BE IN CONFLICT WITH THE PROPOSED IMPROVEMENT.
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24 HOUR EMERGENCY CONTACT

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9001 AIRPORT FREEWAY, SUITE 660
NORTH RICHLAND HILLS, TX 76180
972.638.8860

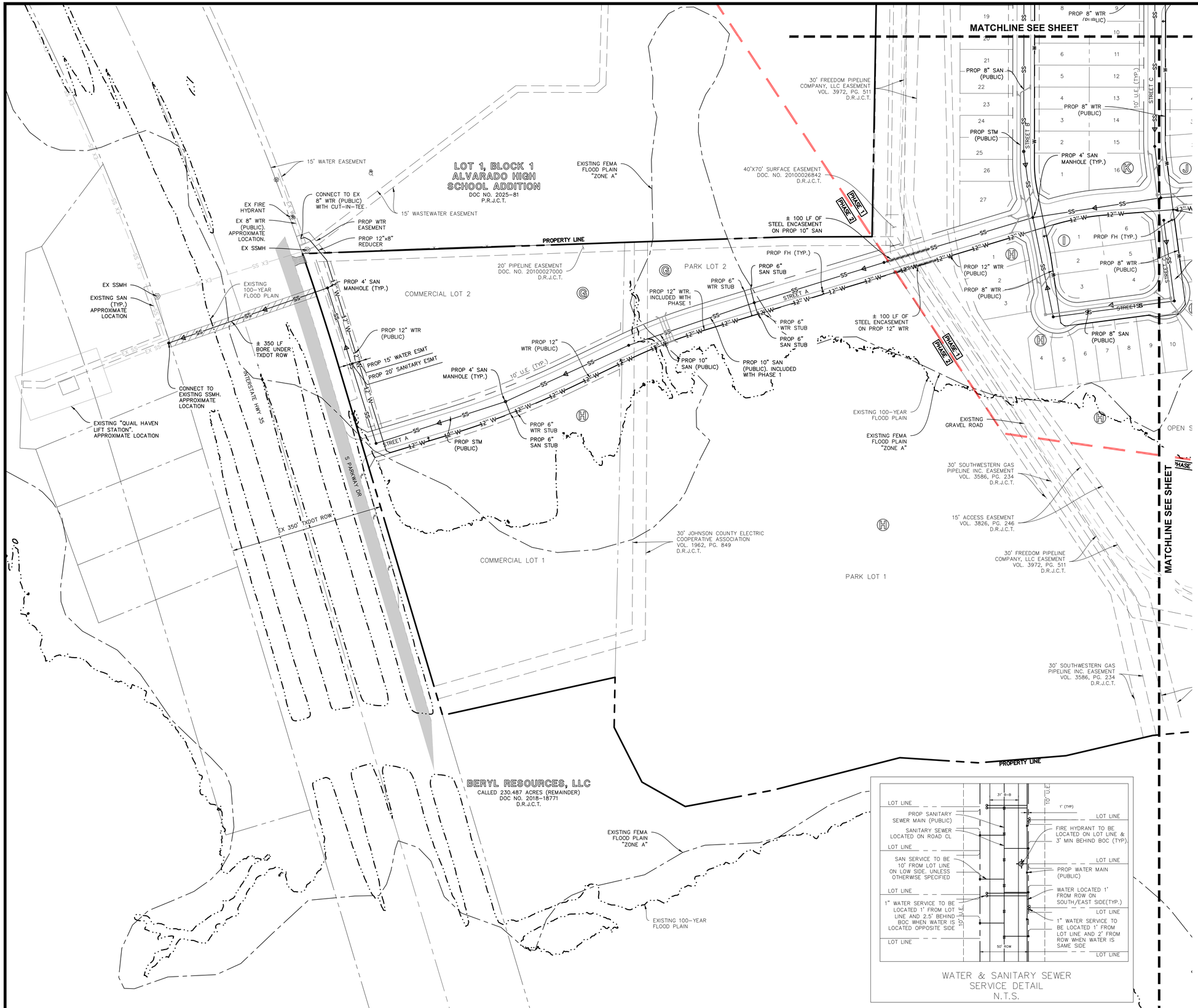
1303 S. PARKWAY DRIVE
CITY OF ALVARADO
JOHNSON COUNTY, TEXAS

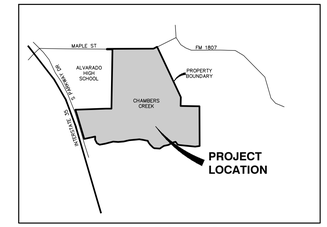
CHAMBERS CREEK - ALVARADO
AVALON DEVELOPMENT GROUP
DEVELOPMENT PLAN
UTILITY PLAN 1 OF 3

DATE 4/17/2026

REVISIONS

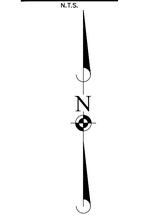
DRAWN BY: JWG
CHECKED BY: TE
PROJECT MANAGER: TE
JOB #: 26000279
FILE CODE: N/A
SHEET NO. -----




LOCATION MAP

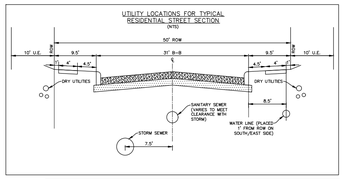
N.T.S.




SCALE: 1"=100'

## UTILITY LEGEND

- PROPOSED FIRE HYDRANT
- PROPOSED SANITARY MANHOLE
- PROPOSED WATER
- PROPOSED SANITARY SEWER
- EXISTING WATER
- EXISTING STORM SEWER
- EXISTING SANITARY SEWER







WATER & SANITARY SEWER
SERVICE DETAIL
N.T.S.

07-07-2023

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811
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NORTH RICHLAND HILLS, TX 76180
972.638.8860

1303 S. PARKWAY DRIVE
CITY OF ALVARADO
JOHNSON COUNTY, TEXAS

**CHAMBERS CREEK - ALVARADO**
AVALON DEVELOPMENT GROUP
DEVELOPMENT PLAN
UTILITY PLAN 2 OF 3

DATE **4/17/2026**

REVISIONS

DRAWN BY: **JWG**
CHECKED BY: TE
PROJECT MANAGER: TE
JOB #: 26000279
FILE CODE: N/A
SHEET NO.: ----

MATCHLINE SEE SHEET

MATCHLINE SEE SHEET

PROP STM (PUBLIC)
PROP 8" SAN (PUBLIC)
PROP 8" WTR (PUBLIC)
PROP 4' SAN MANHOLE (TYP.)
PROP 10" SAN (PUBLIC)
PROP 12" WTR (PUBLIC)
INSTALL: 1-12"x8" CROSS 2-8" GATE VALVES 1-12" GATE VALVE
INSTALL: 1-8"x8" TEE 2-8" GATE VALVES
INSTALL: 1-12"x8" TEE 1-12" GATE VALVE 1-8" GATE VALVE
INSTALL: 1-8"x8" TEE 2-8" GATE VALVE
PROP FH (TYP.)
PROP 12" WTR STUB FOR FUTURE CONNECTION
PROP 10" WTR (PUBLIC)
PROP 12" WTR (PUBLIC)

STREET A
STREET C
STREET C-1
STREET E
STREET F
STREET F-1
STREET L
STREET M
STREET N
STREET O

PROPERTY LINE
10' U.E. (TYP.)

OPEN SPACE 4
OPEN SPACE 6

PHASE 1
PHASE 2
PHASE 3
PHASE 4

BERYL RESOURCES, LLC
INST. NO. 18771
D.R.J.C.T.

EMERALD GROWTH, LLC
CALLED 78.943 ACRES
DOC NO. 2018-30792
D.R.J.C.T.

BERYL RESOURCES, LLC
CALLED 230.487 ACRES (REMAINDER)
DOC NO. 2018-18771
D.R.J.C.T.

EXISTING 100-YEAR FLOOD PLAIN
EXISTING FEMA FLOOD PLAIN "ZONE A"
EXISTING GRAVEL ROAD

30' FREEDOM PIPELINE COMPANY, LLC EASEMENT VOL. 3972, PG. 511 D.R.J.C.T.

30'X30' SOUTHWESTERN GAS PIPELINE INC. EASEMENT VOL. 3714, PG. 956 D.R.J.C.T.

30' SOUTHWESTERN GAS PIPELINE INC. EASEMENT VOL. 3714, PG. 951 D.R.J.C.T.

15' ACCESS EASEMENT VOL. 3826, PG. 246 D.R.J.C.T.

10' WATER EASEMENT

WATER & SANITARY SEWER SERVICE DETAIL
N.T.S.

LOT LINE
PROP SANITARY SEWER MAIN (PUBLIC)
SANITARY SEWER LOCATED ON ROAD CL
SAN SERVICE TO BE 10' FROM LOT LINE ON LOW SIDE, UNLESS OTHERWISE SPECIFIED
1" WATER SERVICE TO BE LOCATED 1' FROM LOT LINE AND 2.5' BEHIND BOC WHEN WATER IS LOCATED OPPOSITE SIDE
FIRE HYDRANT TO BE LOCATED ON LOT LINE & 3' MIN BEHIND BOC (TYP.)
PROP WATER MAIN (PUBLIC)
WATER LOCATED 1' FROM ROW ON SOUTH/EAST SIDE(TYP.)
1" WATER SERVICE TO BE LOCATED 1' FROM LOT LINE AND 2' FROM ROW WHEN WATER IS SAME SIDE
31' B-B
10' U.E.
1' (TYP)
50' ROW

LOCATION MAP
N.T.S.

MAPLE ST
FM 1807
ALVARADO HIGH SCHOOL
PROPERTY BOUNDARY
CHAMBERS CREEK
PROJECT LOCATION

N

0 50 100 200
SCALE: 1"=###'

UTILITY LEGEND

- PROPOSED FIRE HYDRANT
- PROPOSED SANITARY MANHOLE
- PROPOSED WATER
- PROPOSED SANITARY SEWER
- EXISTING WATER
- EXISTING STORM SEWER
- EXISTING SANITARY SEWER

UTILITY LOCATIONS FOR TYPICAL RESIDENTIAL STREET SECTION (N.T.S.)

50' ROW
31' B-B
9.5'
10' U.E.
4.5'
DRY UTILITIES
SANITARY SEWER (CARRIES TO WEST CLEARANCE WITH STORM)
8.5'
STORM SEWER
WATER LINE (PLACED 1' FROM ROW ON SOUTH/EAST SIDE)

07-07-2023

UTILITY NOTES:

1. ALL MATERIALS AND CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE JURISDICTIONAL GOVERNMENTAL ENTITY STANDARDS AND SPECIFICATIONS, UNLESS OTHERWISE NOTED WITHIN THESE PLANS AND APPROVED BY GOVERNMENTAL ENTITY.
2. WHERE CONTINUATION OF A SANITARY SEWER MAIN OR SERVICE IS SPECIFIED WITHIN THESE PLANS, THE CONTRACTOR SHALL TIE A 1" WIDE PIECE OF RED PLASTIC FLAGGING TO THE END OF THE SEWER PIPE AND SHALL LEAVE A MINIMUM OF 36" OF FLAGGING EXPOSED AFTER BACKFILL. FOLLOWING INSTALLATION OF PAVING AND CURBS, CONTRACTOR IS TO MARK THE SERVICE ACCORDING TO CITY STANDARDS.
3. CONTRACTOR SHALL CORE AND BOOT ALL PIPE ENTRANCES TO EXISTING SANITARY SEWER MANHOLES.
4. UNLESS OTHERWISE SPECIFIED, EXTERNAL CHIMNEY DEALS ARE REQUIRED ON PROPOSED AND ADJUSTED EXISTING SANITARY SEWER MANHOLES.
5. ALL TESTING OF THE SANITARY SEWER SYSTEM SHALL BE IN ACCORDANCE WITH THE APPLICABLE CITY STANDARDS AND SPECIFICATIONS.
6. ALL METER BOXES ARE TO BE LOCATED WITHIN NON-TRAFFIC AREA, UNLESS NOTED OTHERWISE APPROVED BY THE CITY. IN THE FORMER CASE, THE METER BOX MUST CARRY AN H-20 LOADING RATING FOR THE LID, AT A MINIMUM.
7. VALVE BOXES ARE TO BE FURNISHED AND SET ON EACH GATE VALVE AFTER FINAL CLEAN-UP AND ALIGNMENT HAS BEEN COMPLETED. THE UTILITY CONTRACTOR SHALL POUR A 24"x24"x6" CONCRETE BLOCK AROUND ALL VALVE BOX TOPS, LEVEL WITH FINISHED GRADE.
8. ALL D.I. WATER MAIN FITTINGS SHALL BE WRAPPED
9. THE CONTRACTOR SHALL CONTACT TEXAS 811 PRIOR TO ANY WORK TO LOCATE UTILITIES AND SHALL CONTACT THE OWNER SHOULD UTILITIES APPEAR TO BE IN CONFLICT WITH THE PROPOSED IMPROVEMENT.
10. ROUTING OF GAS, ELECTRIC AND TELEPHONE SERVICES, IF SHOWN, ARE APPROXIMATE ONLY AND SUBJECT TO CHANGE BASED UPON FINAL REVIEW AND APPROVAL BY RESPECTIVE UTILITY COMPANIES AND OWNER. CONTRACTOR SHALL CONTACT EACH UTILITY COMPANY AND COORDINATE FINAL LOCATIONS FOR ALL UTILITY SERVICES PRIOR TO START OF CONSTRUCTION.
11. ALL EXISTING UTILITIES SHOWN HAVE BE COMPILED FROM MULTIPLE SOURCES AND ARE NOT TO BE INTERPRETED AS THE EXACT ELEVATION OR LOCATION, OR AS THE ONLY OBSTACLES THAT MAY OCCUR ON THE SITE. CONTRACTOR SHALL EXCAVATE AND VERIFY ALL EXISTING SEWER, WATER MAIN AND DRY UTILITY LOCATIONS, SIZES, CONDITIONS & ELEVATIONS AT PROPOSED POINTS OF CONNECTION AND CROSSINGS PRIOR TO ANY UNDERGROUND CONSTRUCTION AND NOTIFY THE OWNER OF ANY DISCREPANCIES OR CONFLICTS.
12. THE CONTRACTOR SHALL ADJUST RIM ELEVATIONS OF ALL EXISTING STRUCTURES TO PROPOSED FINISH GRADES.
13. FIRE HYDRANTS TO BE PLACED 3' FROM BOC, UNLESS OTHERWISE SPECFIED.
14. SANITARY SEWER MANHOLES TO HAVE A MAXIMUM SPACING OF 500 FT.

811
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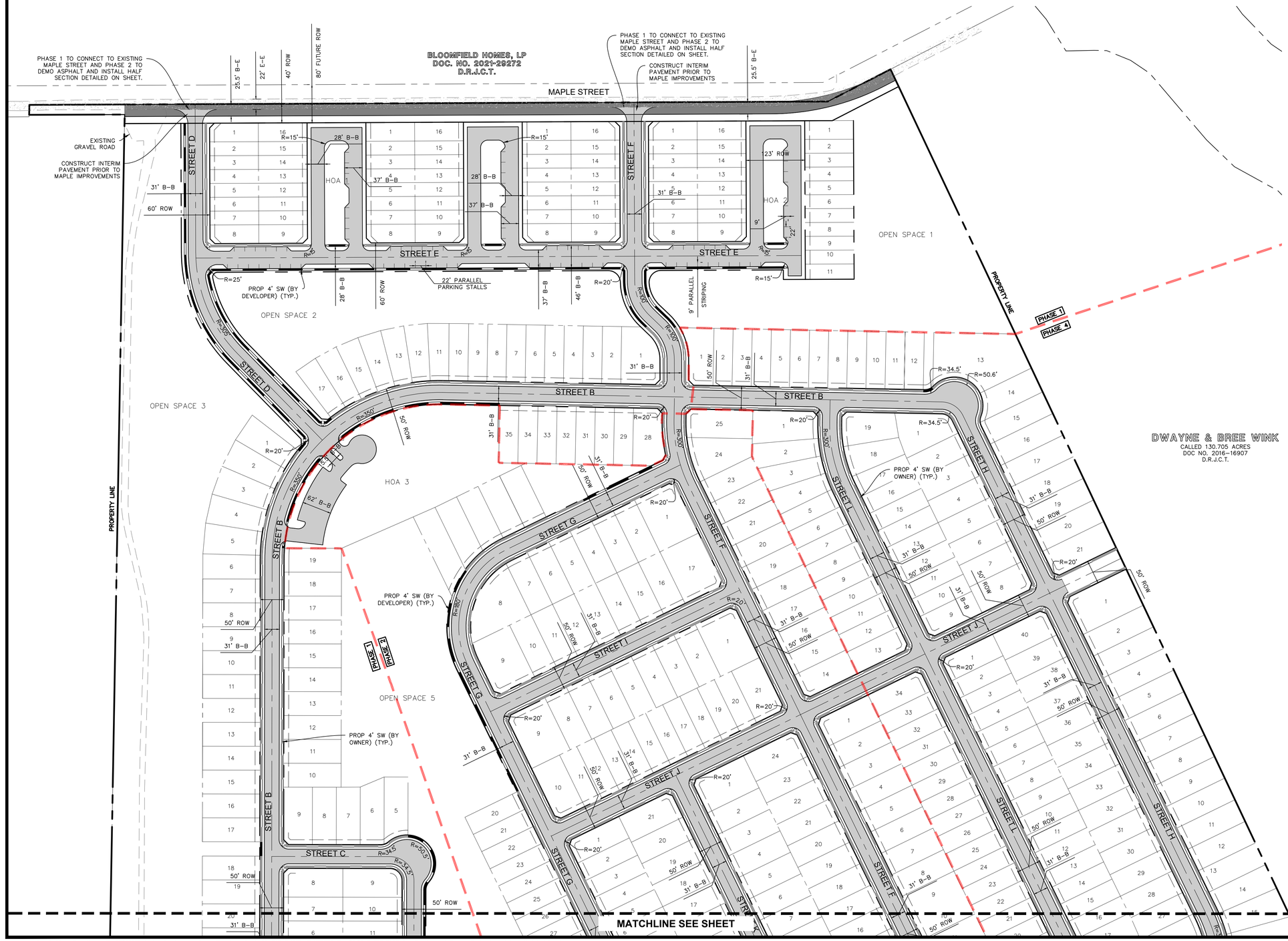
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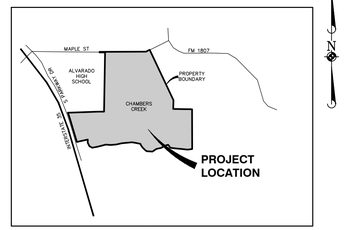
CHAMBERS CREEK - ALVARADO
AVALON DEVELOPMENT GROUP
DEVELOPMENT PLAN
UTILITY PLAN 3 OF 3

DATE 4/17/2026

REVISIONS

DRAWN BY: JWG
CHECKED BY: TE
PROJECT MANAGER: TE
JOB #: 26000279
FILE CODE: N/A
SHEET NO. -----




LOCATION MAP
N.T.S.




SCALE: 1"=100'

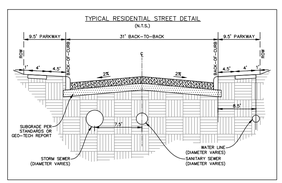
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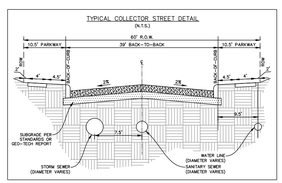
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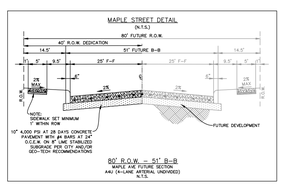
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MAPLE STREET DETAIL
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80' R.O.W. - 51' B-B
MAPLE AVE FUTURE SECTION
AAU (4-LANE ARTERIAL UNDIVIDED)
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JOHNSON COUNTY, TEXAS

CHAMBERS CREEK - ALVARADO
AVALON DEVELOPMENT GROUP
DEVELOPMENT PLAN
PAVING PLAN 1 OF 3

DATE 4/17/2026

REVISIONS

DRAWN BY: JWG
CHECKED BY: TE
PROJECT MANAGER: TE
JOB #: 26000279
FILE CODE: N/A
SHEET NO: -----

MATCHLINE SEE SHEET

LOT 1, BLOCK 1
ALVARADO HIGH
SCHOOL ADDITION
DOC NO. 2025-81
P.R.J.C.T.

EXISTING FEMA FLOOD PLAIN "ZONE A"

EXISTING GRAVEL ROAD

PROPERTY LINE

PARK LOT 2

COMMERCIAL LOT 2

EXISTING 100-YEAR FLOOD PLAIN

INTERSTATE HWY 35

60' ROW

R=1200'

PROP 4' SW (BY DEVELOPER) (TYP.)

PAVEMENT TO BE INCLUDED WITH PHASE 2

STREET A

R=2000'

39' B-B

PAVEMENT TO BE INCLUDED WITH PHASE 2

CONNECT TO EXISTING S PARKWAY DR

R=30'

S PARKWAY DR

100' STORAGE

205' DECELERATION

50' TAPER

CONNECT TO EXISTING PAVEMENT. BEGIN TAPER

EX 350' TXDOT ROW

COMMERCIAL LOT 1

PARK LOT 1

BERYL RESOURCES, LLC
CALLED 230.487 ACRES (REMAINDER)
DOC NO. 2018-18771
D.R.J.C.T.

EXISTING FEMA FLOOD PLAIN "ZONE A"

EXISTING 100-YEAR FLOOD PLAIN

PHASE 1
PHASE 2

STREET B

STREET C

R=300'

R=600'

R=345'

R=505'

R=50.5'

R=34.5'

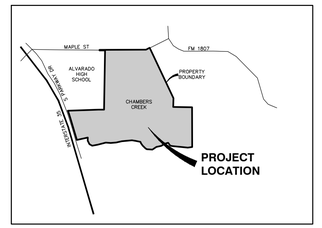
31' B-B

50' ROW

OPEN SPACE

MATCHLINE SEE SHEET

PROPERTY LINE




LOCATION MAP
N.T.S.

N

0 50 100 200
SCALE: 1"=100'

## PAVING LEGEND

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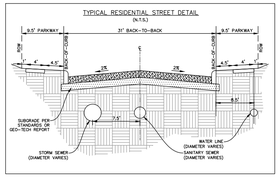
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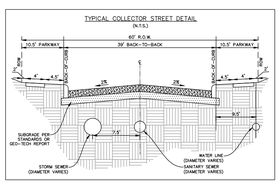
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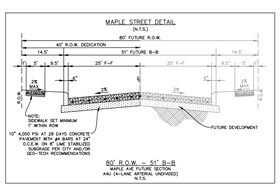
TYPICAL RESIDENTIAL STREET DETAIL
(N.T.S.)




TYPICAL COLLECTOR STREET DETAIL
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MAPLE STREET DETAIL
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80' R.O.W. – 51' B-B
MAPLE AVE FUTURE SECTION
A4U (4-LANE ARTERIAL UNDIVIDED)
N.T.S.

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CHAMBERS CREEK - ALVARADO
AVALON DEVELOPMENT GROUP
DEVELOPMENT PLAN
PAVING PLAN 2 OF 3

1303 S. PARKWAY DRIVE
CITY OF ALVARADO
JOHNSON COUNTY, TEXAS

DATE 4/17/2026

REVISIONS

DRAWN BY: JWG
CHECKED BY: TE
PROJECT MANAGER: TE
JOB #: 26000279
FILE CODE: N/A
SHEET NO. -----

MATCHLINE SEE SHEET

MATCHLINE SEE SHEET

STREET A

STREET C

STREET G

STREET H

STREET K

STREET L

STREET M

STREET N

STREET O

OPEN SPACE 4

OPEN SPACE 6

PHASE 2

PHASE 3

PHASE 4

PROPERTY LINE

PROP 4' SW (BY DEVELOPER) (TYP.)

EXISTING FEMA FLOOD PLAIN "ZONE A"

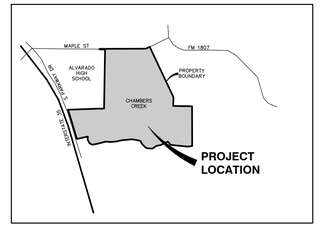
EXISTING 100-YEAR FLOOD PLAIN

EXISTING GRAVEL ROAD

BERYL RESOURCES, LLC
INST. NO. 18771
D.R.J.C.T.

EMERALD GROWTH, LLC
CALLED 78.943 ACRES
DOC NO. 2018-30792
D.R.J.C.T.

BERYL RESOURCES, LLC
CALLED 230.487 ACRES (REMAINDER)
DOC NO. 2018-18771
D.R.J.C.T.




LOCATION MAP
N.T.S.

SCALE: 1"=100'

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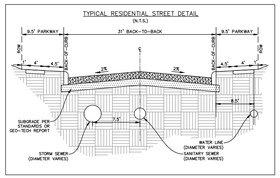
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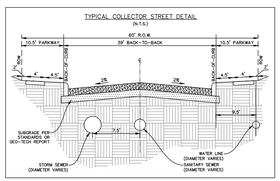
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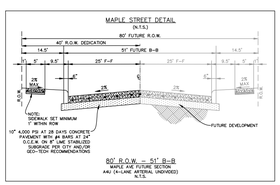
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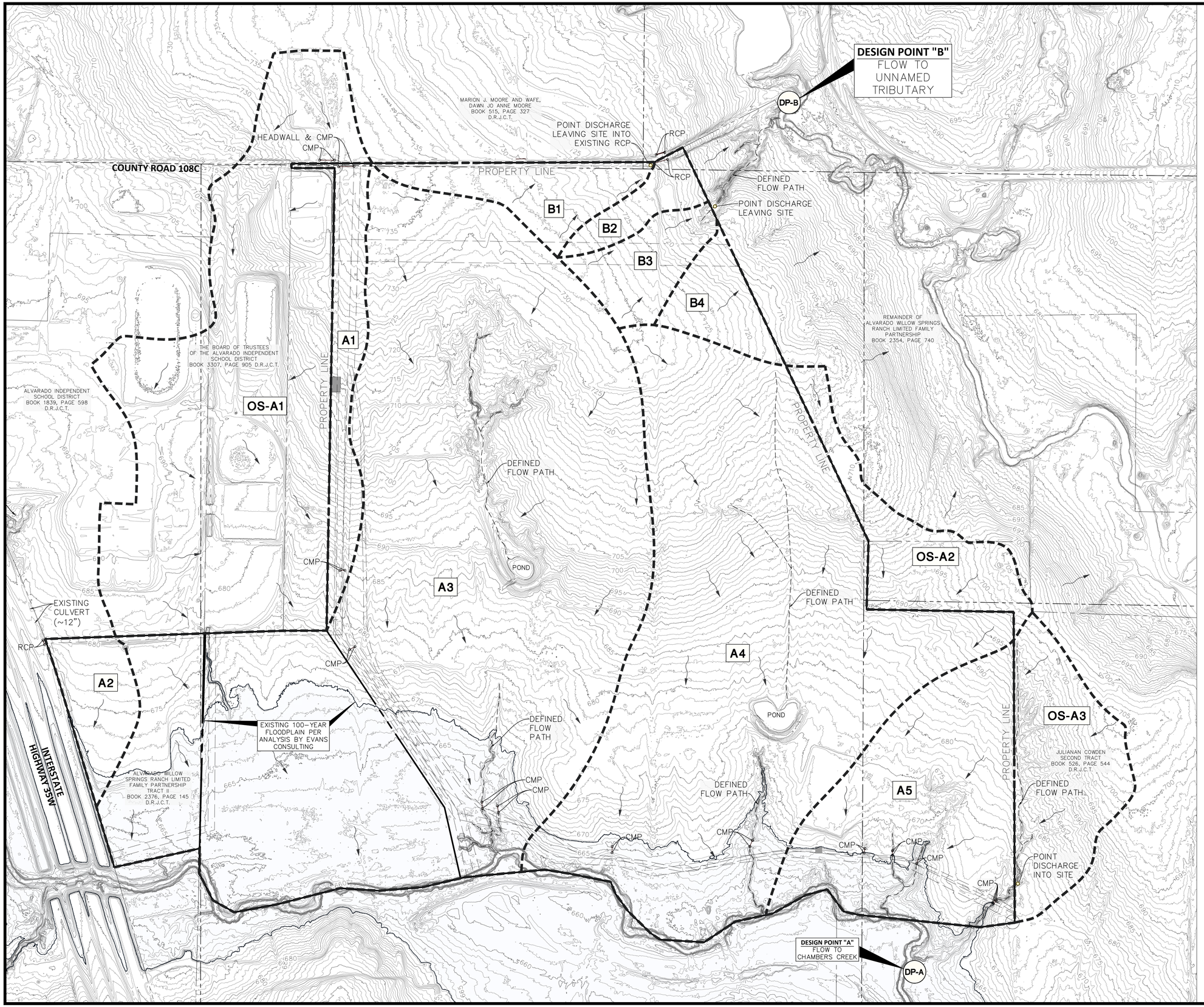
CHAMBERS CREEK - ALVARADO
AVALON DEVELOPMENT GROUP
DEVELOPMENT PLAN
PAVING PLAN 3 OF 3

DATE 4/17/2026

REVISIONS

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CHECKED BY: TE
PROJECT MANAGER: TE
JOB #: 26000279
FILE CODE: N/A
SHEET NO.: -----

Plot Date: 04/17/26 Dwg Name: K:\26000279 Avalon Development Group Chambers Creek\05_CAD\PHASE (IF NECESSARY)\05.02_SHEET FILES\Eng\Development Plan – Paving Layout.dwg Updated By: jgreene




811
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NORTH RICHLAND HILLS, TX 76180
972.638.8860

1303 S. PARKWAY DRIVE
CITY OF ALVARADO
JOHNSON COUNTY, TEXAS

CHAMBERS CREEK - ALVARADO
AVALON DEVELOPMENT GROUP
DEVELOPMENT PLAN
**EXISTING DRAINAGE AREA MAP**

DATE 4/17/2026

REVISIONS

FOR INTERIM REVIEW ONLY
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CHRISTOPHER M. BRYANT, P.E.
TEXAS P.E. No. 140551
ISSUED THIS DATE: 04/17/2026

DRAWN BY:
CHECKED BY: TE
PROJECT MANAGER: TE
JOB #: 26000279
FILE CODE: N/A
SHEET NO.

Plot Date: 04/17/26 Dwg Name: K:\26000279 Avalon Development Group Chambers Creek\05_CAD\PHASE (IF NECESSARY)\05.02_SHEET FILES\Eng\26000279 EXISTING DRAINAGE AREA MAP.dwg Updated By: cbryant

10. Pre-Development Drainage Area Map
    a. Project boundaries
    b. Existing topography (1 or 2 foot contour interval, 5 or 10 foot for areas more than one square mile)
    c. USDA hydrologic soil types (or separate soils maps)
    d. Perennial or intermittent stream centerlines
    e. Delineate FEMA floodplains, studied floodplains, floodplain easements and open channels
    f. Location of wetlands, dams and impoundments
    g. Existing roads, buildings and other impervious areas
    h. Locations and size major utility lines and easements
    i. Location, size, and City File Number for existing stormwater conveyance systems such as storm drains, inlets, catch basins, channels, swales, and areas of overland flow
    j. Locations and dimensions of channels, bridges, or culvert crossings
    k. Delineation of watershed or drainage area boundaries, with correctly orientated flow arrows
    l. Delineate offsite drainage areas (1 or 2 foot contour interval, 5 or 10 foot for areas more than one square mile)
    m. Contours extend beyond project limits and offsite drainage areas to ensure the entire watershed has been delineated
    n. Delineate longest flow path each drainage area
    o. Provide time of concentration calculations for each area and lag time calculations for hydrograph methods.
    p. Computation table showing drainage areas, runoff coefficients or curve numbers, time of concentration or lag times, rainfall intensities and peak discharges for the 1, 5, and 100 year storms. Include a column to identify the collection point for each drainage area.
    q. Location of all site outfalls or where runoff leaves the site
    r. Delineate entire Zone of Influence and identify analysis points.
    s. Existing zoning and land use
    t. Composite calculations for runoff coefficients or curve numbers
    u. Drainage area and analysis point labels consistent with hydrologic and hydraulic calculations tables

**Table 3.3 Storm Events**

| Storm Event Name | Storm Event Description | Design Standard [2] |
|---|---|---|
| "Water Quality" [1] | Criteria based on a volume of 1.5 inches of rainfall, not a storm frequency | |
| "Streambank Protection" | 1-year return period | • Low flow channels and velocity check |
| "Conveyance" | 5-year return period | • Secondary check for street inundation and open travel lanes |
| "Flood Mitigation" | 100-year return period | • Open channels<br>• Primary standard for street and storm drain in conjunction |

[1] Currently encouraged and incentivized but not required in the City

[2] See Section 3.8 for specific design criteria

**Table 3.5 Runoff Coefficients**

| Description of Land Use | % Impervious | Runoff Coefficient "C" |
|---|---|---|
| **Single Family** | | |
| Residential "A-43" one-acre lots (1) (2) | 35 | 0.51 |
| Residential "A-21" half-acre lots | 37 | 0.52 |
| Residential "A-10" 10,000 SF lots | 49 | 0.59 |
| Residential "A-7.5" | 55 | 0.63 |
| Residential "A-5" | 61 | 0.67 |
| Residential "MH", "A-R", "B", | 65 | 0.69 |
| **Multi Family** | | |
| "CR" | 65 | 0.69 |
| "C" | 79 | 0.77 |
| "D" | 93 | 0.86 |
| **Commercial, Industrial, House of Worship, School, Planned Development, Urban Residential (3)** | | |
| 4% Open Space (Default if no site plan) | 96 | 0.88 |
| 10% Open Space (Site plan required) | 90 | 0.84 |
| 20% Open Space (Site plan required) | 80 | 0.78 |
| **Parks, Cemeteries** | 7 | 0.34 |
| **Railroad Yard Areas** | 29 | 0.47 |
| **Streets & ROW:** Asphalt, Concrete, or Brick | 100 | 0.90 |
| **Drives, Walks, Roofs, Detention Ponds (4)** | 100 | 0.90 |
| **Gravel Areas** | 43 | 0.56 |
| **Unimproved Areas** | 0 | 0.30 |

Assumptions:
(1) For Residential Calculations:
- Current City Development standards for minimum lot size and maximum lot coverage (structure) for each classification
- Assumed 10.5' Parkway and 18' driveway
- Assumed 29' B-B street dimension
- Calculated by applying 90% runoff from impervious areas and 30% runoff from pervious areas

(2) Calculated from designated set-backs
(3) Includes R-1, R-2, UR and similarly intensive uses
(4) 100 year inundation limits

**Table 5.8 AMS-based precipitation frequency estimates for Johnson County (inches)**

| Duration | Average recurrence interval (years) | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|
| | 1 | 2 | 5 | 10 | 25 | 50 | 100 | 200 | 500 | 1000 |
| 5-min | 0.406 | 0.442 | 0.583 | 0.691 | 0.836 | 0.947 | 1.062 | 1.182 | 1.347 | 1.477 |
| 10-min | 0.649 | 0.708 | 0.934 | 1.107 | 1.341 | 1.521 | 1.705 | 1.893 | 2.146 | 2.342 |
| 15-min | 0.809 | 0.882 | 1.162 | 1.376 | 1.663 | 1.884 | 2.111 | 2.348 | 2.672 | 2.928 |
| 30-min | 1.125 | 1.226 | 1.612 | 1.908 | 2.304 | 2.605 | 2.917 | 3.247 | 3.702 | 4.063 |
| 60-min | 1.466 | 1.599 | 2.108 | 2.498 | 3.023 | 3.423 | 3.840 | 4.286 | 4.908 | 5.406 |
| 2-hr | 1.806 | 1.978 | 2.631 | 3.137 | 3.826 | 4.361 | 4.927 | 5.533 | 6.386 | 7.073 |
| 3-hr | 2.010 | 2.208 | 2.954 | 3.535 | 4.335 | 4.962 | 5.629 | 6.346 | 7.358 | 8.175 |
| 6-hr | 2.382 | 2.627 | 3.540 | 4.256 | 5.247 | 6.030 | 6.869 | 7.775 | 9.059 | 10.101 |
| 12-hr | 2.797 | 3.089 | 4.182 | 5.037 | 6.217 | 7.144 | 8.139 | 9.222 | 10.768 | 12.028 |
| 24-hr | 3.258 | 3.599 | 4.883 | 5.882 | 7.255 | 8.323 | 9.469 | 10.725 | 12.526 | 14.001 |
| 48-hr | 3.774 | 4.165 | 5.645 | 6.790 | 8.350 | 9.551 | 10.835 | 12.252 | 14.291 | 15.965 |
| 3-day | 4.117 | 4.538 | 6.136 | 7.370 | 9.045 | 10.330 | 11.699 | 13.211 | 15.386 | 17.171 |
| 4-day | 4.368 | 4.811 | 6.491 | 7.788 | 9.550 | 10.902 | 12.342 | 13.924 | 16.193 | 18.049 |
| 7-day | 4.911 | 5.397 | 7.238 | 8.661 | 10.601 | 12.099 | 13.688 | 15.411 | 17.857 | 19.842 |
| 10-day | 5.378 | 5.896 | 7.861 | 9.379 | 11.442 | 13.033 | 14.715 | 16.531 | 19.098 | 21.175 |
| 20-day | 6.938 | 7.520 | 9.781 | 11.492 | 13.755 | 15.428 | 17.182 | 19.134 | 21.939 | 24.242 |
| 30-day | 8.236 | 8.877 | 11.402 | 13.288 | 15.737 | 17.498 | 19.329 | 21.392 | 24.376 | 26.839 |
| 45-day | 10.011 | 10.777 | 13.797 | 16.054 | 18.983 | 21.109 | 23.276 | 25.610 | 28.865 | 31.468 |
| 60-day | 11.576 | 12.468 | 15.972 | 18.601 | 22.034 | 24.576 | 27.122 | 29.728 | 33.228 | 35.921 |

INTENSITY, I (in/hr) = 60P/t

## EXISTING DRAINAGE CONDITIONS

| Drainage Area ID | Area (SF) | Area (acres) | C | $T_c$ (min) | I1 (in/hr) | Q1 (cfs) | I5 (in/hr) | Q5 (cfs) | I100 (in/hr) | Q100 (cfs) | Notes |
|---|---|---|---|---|---|---|---|---|---|---|---|
| **Design Point "A"** | | | | | | | | | | | |
| A1 | 281057.7429 | 6.45 | 0.30 | 15.0 | 3.24 | 6.27 | 4.65 | 9.00 | 8.44 | 16.34 | Undeveloped on-site flow; leaves site, flows toward existing school property (Ultimately flows to Design Point "A") |
| A2 | 195631.7333 | 4.49 | 0.30 | 15.0 | 3.24 | 4.37 | 4.65 | 6.27 | 8.44 | 11.37 | Undeveloped on-site flow; leaves site, flows toward I-35W (Ultimately flows to Design Point "A") |
| A3 | 4886364.606 | 112.18 | 0.30 | 15.0 | 3.24 | 109.03 | 4.65 | 156.48 | 8.44 | 284.03 | Undeveloped on-site flow towards Chambers Creek (Design Point "A") |
| A4 | 2886757.993 | 66.27 | 0.30 | 15.0 | 3.24 | 64.42 | 4.65 | 92.45 | 8.44 | 167.80 | Undeveloped on-site flow towards Chambers Creek (Design Point "A") |
| A5 | 943753.7721 | 21.67 | 0.30 | 15.0 | 3.24 | 21.06 | 4.65 | 30.22 | 8.44 | 54.86 | Undeveloped on-site flow towards Chambers Creek (Design Point "A") |
| OS-A1 | 2018175.575 | 46.33 | 0.88 | 15.0 | 3.24 | 132.10 | 4.65 | 189.59 | 8.44 | 344.11 | Developed off-site sheet flow from existing school property; enters site, flows toward Chambers Creek (Design Point "A") |
| OS-A2 | 356326.0011 | 8.18 | 0.30 | 15.0 | 3.24 | 7.95 | 4.65 | 11.41 | 8.44 | 20.71 | Undeveloped off-site sheet flow from adjacent property; enters site, flows toward Chambers Creek (Design Point "A") |
| OS-A3 | 508214.4209 | 11.67 | 0.30 | 15.0 | 3.24 | 11.34 | 4.65 | 16.28 | 8.44 | 29.54 | Undeveloped off-site point discharge flow from adjacent property; enters site, flows toward Chambers Creek (Design Point "A") |
| | | **277.23** | | | | **356.54** | | **511.69** | | **928.75** | |
| **Design Point "B"** | | | | | | | | | | | |
| B1 | 253816.8839 | 5.83 | 0.30 | 15.0 | 3.24 | 5.66 | 4.65 | 8.13 | 8.44 | 14.75 | Undeveloped on-site flow into existing RCP storm drain, towards Unnamed Tributary (Design Point "B") |
| B2 | 120739.1324 | 2.77 | 0.30 | 15.0 | 3.24 | 2.69 | 4.65 | 3.87 | 8.44 | 7.02 | Undeveloped on-site sheet flow towards Unnamed Tributary (Design Point "B") |
| B3 | 205235.2932 | 4.71 | 0.30 | 15.0 | 3.24 | 4.58 | 4.65 | 6.57 | 8.44 | 11.93 | Undeveloped on-site point discharge flow towards Unnamed Tributary (Design Point "B") |
| B4 | 172102.9854 | 3.95 | 0.30 | 15.0 | 3.24 | 3.84 | 4.65 | 5.51 | 8.44 | 10.00 | Undeveloped on-site sheet flow towards Unnamed Tributary (Design Point "B") |
| | | **17.26** | | | | **16.78** | | **24.08** | | **43.71** | |

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DEVELOPMENT PLAN
EXISTING DRAINAGE CALCULATIONS

DATE 4/17/2026

REVISIONS

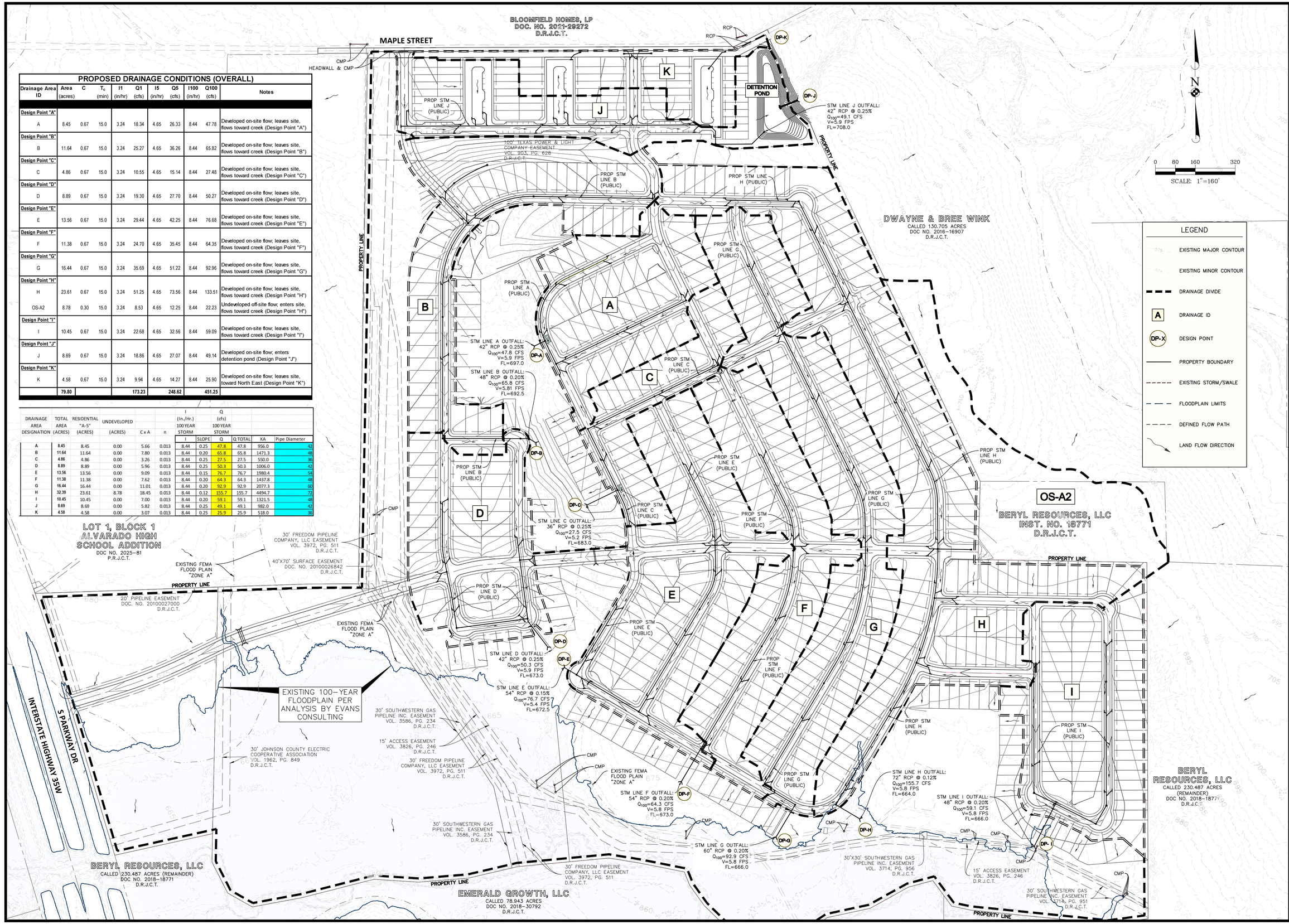
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## PROPOSED DRAINAGE CONDITIONS (OVERALL)

| Drainage Area ID | Area (acres) | C | $T_c$ (min) | I1 (in/hr) | Q1 (cfs) | I5 (in/hr) | Q5 (cfs) | I100 (in/hr) | Q100 (cfs) | Notes |
|---|---|---|---|---|---|---|---|---|---|---|
| **Design Point "A"** | | | | | | | | | | |
| A | 8.45 | 0.67 | 15.0 | 3.24 | 18.34 | 4.65 | 26.33 | 8.44 | 47.78 | Developed on-site flow; leaves site, flows toward creek (Design Point "A") |
| **Design Point "B"** | | | | | | | | | | |
| B | 11.64 | 0.67 | 15.0 | 3.24 | 25.27 | 4.65 | 36.26 | 8.44 | 65.82 | Developed on-site flow; leaves site, flows toward creek (Design Point "B") |
| **Design Point "C"** | | | | | | | | | | |
| C | 4.86 | 0.67 | 15.0 | 3.24 | 10.55 | 4.65 | 15.14 | 8.44 | 27.48 | Developed on-site flow; leaves site, flows toward creek (Design Point "C") |
| **Design Point "D"** | | | | | | | | | | |
| D | 8.89 | 0.67 | 15.0 | 3.24 | 19.30 | 4.65 | 27.70 | 8.44 | 50.27 | Developed on-site flow; leaves site, flows toward creek (Design Point "D") |
| **Design Point "E"** | | | | | | | | | | |
| E | 13.56 | 0.67 | 15.0 | 3.24 | 29.44 | 4.65 | 42.25 | 8.44 | 76.68 | Developed on-site flow; leaves site, flows toward creek (Design Point "E") |
| **Design Point "F"** | | | | | | | | | | |
| F | 11.38 | 0.67 | 15.0 | 3.24 | 24.70 | 4.65 | 35.45 | 8.44 | 64.35 | Developed on-site flow; leaves site, flows toward creek (Design Point "F") |
| **Design Point "G"** | | | | | | | | | | |
| G | 16.44 | 0.67 | 15.0 | 3.24 | 35.69 | 4.65 | 51.22 | 8.44 | 92.96 | Developed on-site flow; leaves site, flows toward creek (Design Point "G") |
| **Design Point "H"** | | | | | | | | | | |
| H | 23.61 | 0.67 | 15.0 | 3.24 | 51.25 | 4.65 | 73.56 | 8.44 | 133.51 | Developed on-site flow; leaves site, flows toward creek (Design Point "H") |
| OS-A2 | 8.78 | 0.30 | 15.0 | 3.24 | 8.53 | 4.65 | 12.25 | 8.44 | 22.23 | Undeveloped off-site flow; enters site, flows toward creek (Design Point "H") |
| **Design Point "I"** | | | | | | | | | | |
| I | 10.45 | 0.67 | 15.0 | 3.24 | 22.68 | 4.65 | 32.56 | 8.44 | 59.09 | Developed on-site flow; leaves site, flows toward creek (Design Point "I") |
| **Design Point "J"** | | | | | | | | | | |
| J | 8.69 | 0.67 | 15.0 | 3.24 | 18.86 | 4.65 | 27.07 | 8.44 | 49.14 | Developed on-site flow; enters detention pond (Design Point "J") |
| **Design Point "K"** | | | | | | | | | | |
| K | 4.58 | 0.67 | 15.0 | 3.24 | 9.94 | 4.65 | 14.27 | 8.44 | 25.90 | Developed on-site flow; leaves site, toward North East (Design Point "K") |
| | **79.80** | | | | **173.23** | | **248.62** | | **451.25** | |

| DRAINAGE AREA DESIGNATION | TOTAL AREA (ACRES) | RESIDENTIAL "A-5" (ACRES) | UNDEVELOPED (ACRES) | C x A | n | I (In./Hr.) 100 YEAR STORM I | SLOPE | Q (cfs) 100 YEAR STORM Q | Q TOTAL | KA | Pipe Diameter |
|---|---|---|---|---|---|---|---|---|---|---|---|
| A | 8.45 | 8.45 | 0.00 | 5.66 | 0.013 | 8.44 | 0.25 | 47.8 | 47.8 | 956.0 | 42 |
| B | 11.64 | 11.64 | 0.00 | 7.80 | 0.013 | 8.44 | 0.20 | 65.8 | 65.8 | 1471.3 | 48 |
| C | 4.86 | 4.86 | 0.00 | 3.26 | 0.013 | 8.44 | 0.25 | 27.5 | 27.5 | 550.0 | 36 |
| D | 8.89 | 8.89 | 0.00 | 5.96 | 0.013 | 8.44 | 0.25 | 50.3 | 50.3 | 1006.0 | 42 |
| E | 13.56 | 13.56 | 0.00 | 9.09 | 0.013 | 8.44 | 0.15 | 76.7 | 76.7 | 1980.4 | 54 |
| F | 11.38 | 11.38 | 0.00 | 7.62 | 0.013 | 8.44 | 0.20 | 64.3 | 64.3 | 1437.8 | 48 |
| G | 16.44 | 16.44 | 0.00 | 11.01 | 0.013 | 8.44 | 0.20 | 92.9 | 92.9 | 2077.3 | 60 |
| H | 32.39 | 23.61 | 8.78 | 18.45 | 0.013 | 8.44 | 0.12 | 155.7 | 155.7 | 4494.7 | 72 |
| I | 10.45 | 10.45 | 0.00 | 7.00 | 0.013 | 8.44 | 0.20 | 59.1 | 59.1 | 1321.5 | 48 |
| J | 8.69 | 8.69 | 0.00 | 5.82 | 0.013 | 8.44 | 0.25 | 49.1 | 49.1 | 982.0 | 42 |
| K | 4.58 | 4.58 | 0.00 | 3.07 | 0.013 | 8.44 | 0.25 | 25.9 | 25.9 | 518.0 | 36 |




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DEVELOPMENT PLAN

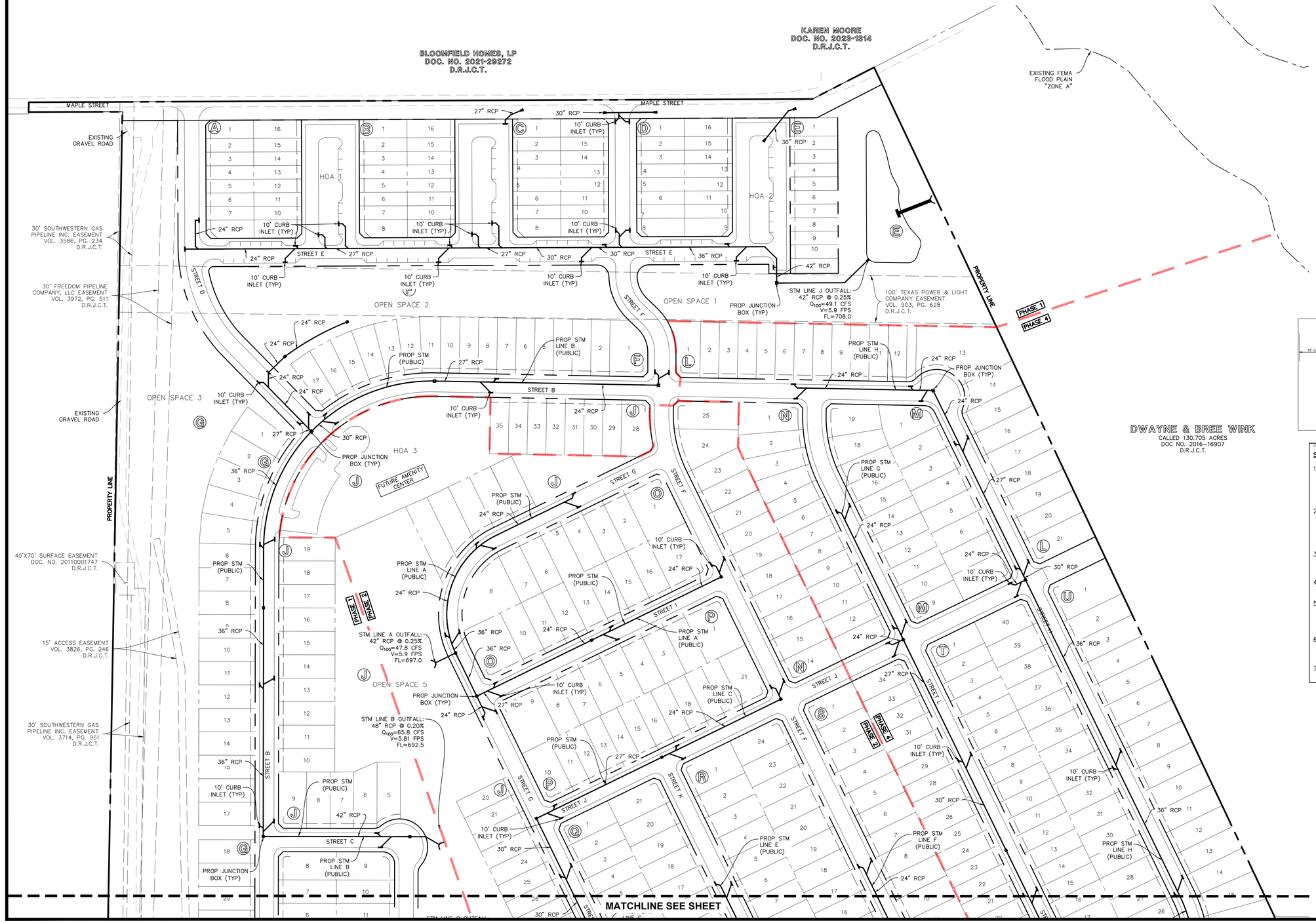
PROPOSED DRAINAGE AREA MAP (OVERALL)

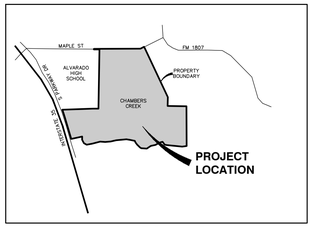
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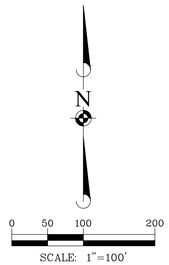
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LOCATION MAP
N.T.S.

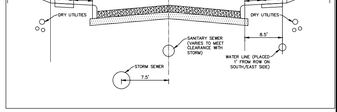



SCALE: 1"=100'

STORM LEGEND

- PROPOSED STORM SEWER
- PROPOSED CURB INLET
- PROPOSED JUNCTION BOX
- PROPOSED HEADWALL
- EXISTING WATER
- EXISTING STORM SEWER
- EXISTING SANITARY SEWER

UTILITY LOCATIONS FOR TYPICAL RESIDENTIAL STREET SECTION (N.T.S.)




07-07-2023

**STORM SEWER NOTES:**

1. UNLESS OTHERWISE APPROVED BY THE JURISDICTIONAL GOVERNMENT ENTITY, ALL STORM SEWER CONDUIT AND STRUCTURES WITHIN RIGHT OF WAY, PUBLIC EASEMENT OR UNDER FIRE LANE ARE REQUIRED TO BE REINFORCED CONCRETE.
2. UNLESS OTHERWISE SPECIFIED, ALL STORM SEWER STRUCTURES SHOW WITHIN THESE PLANS ARE TO BE "RINKER" AND SIZED AS SHOWN, OR APPROVED EQUALS ARE ALLOWED WITH APPROVAL OF ENGINEER OF RECORD.
3. ROUND MANHOLE COVERS ARE REQUIRED ON ALL INLETS AND JUNCTION BOXES AND TO BE PLACED NEAR OUTLET PIPE.
4. ELEVATIONS GIVEN FOR STORM SEWER STRUCTURES LOCATED IN CURB LINE ARE PAVEMENT ELEVATIONS.
5. UNLESS OTHERWISE SPECIFIED, ALL STORM SEWER AND DRAINAGE STRUCTURES SHALL CONFORM TO CITY SPECIFICATIONS FOR CLASS "A" (3000 PSI) CONCRETE.
6. STORM DRAIN VELOCITIES AND MINIMUM GRADES SHALL CONFORM TO CITY OF FORT WORTH OFFICIAL STORMWATER CRITERIA.
7. ALL STORM DRAIN LATERALS ARE 21" DIAMETER UNLESS OTHERWISE STATED

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NORTH RICHLAND HILLS, TX 76180
972.638.8860

1303 S. PARKWAY DRIVE

CITY OF ALVARADO

JOHNSON COUNTY, TEXAS

**CHAMBERS CREEK - ALVARADO**

AVALON DEVELOPMENT GROUP

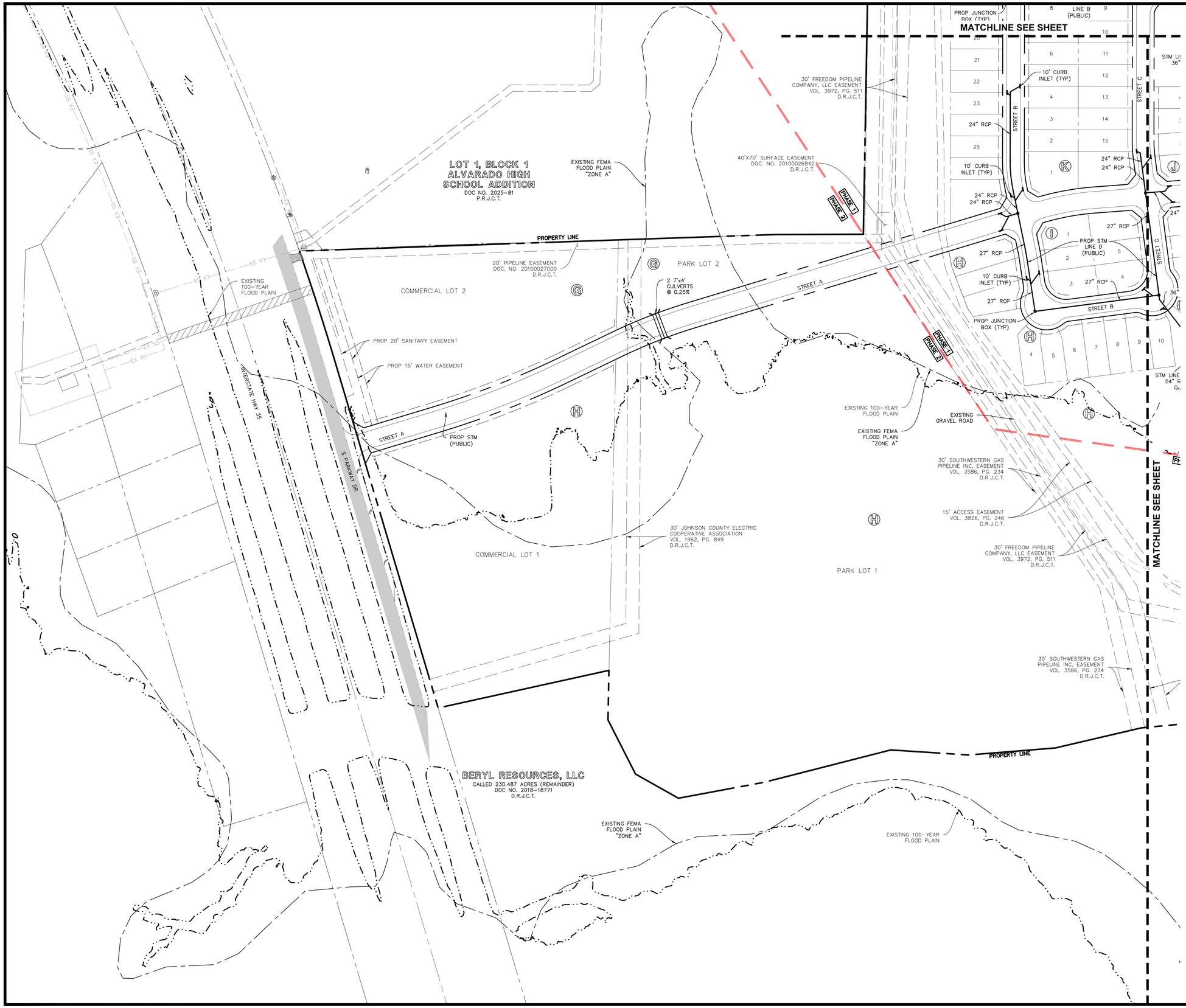
DEVELOPMENT PLAN

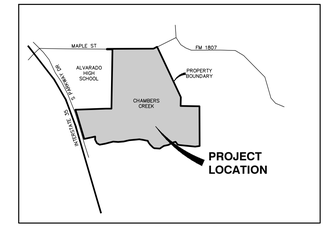
STORM PLAN 1 OF 3

DATE 4/17/2026

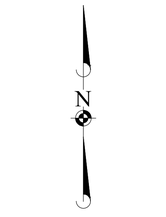
REVISIONS

DRAWN BY: JWC
CHECKED BY: TE
PROJECT MANAGER: TE
JOB #: 26000279
FILE CODE: N/A
SHEET NO.: ----



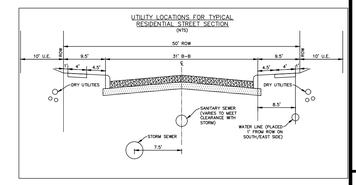

LOCATION MAP
N.T.S.




0 50 100 200
SCALE: 1"=100'

STORM LEGEND

- PROPOSED STORM SEWER
- PROPOSED CURB INLET
- PROPOSED JUNCTION BOX
- PROPOSED HEADWALL
- EXISTING WATER
- EXISTING STORM SEWER
- EXISTING SANITARY SEWER




07-07-2023

STORM SEWER NOTES:

1. UNLESS OTHERWISE APPROVED BY THE JURISDICTIONAL GOVERNMENT ENTITY, ALL STORM SEWER CONDUIT AND STRUCTURES WITHIN RIGHT OF WAY, PUBLIC EASEMENT OR UNDER FIRE LANE ARE REQUIRED TO BE REINFORCED CONCRETE.
2. UNLESS OTHERWISE SPECIFIED, ALL STORM SEWER STRUCTURES SHOW WITHIN THESE PLANS ARE TO BE "RINKER" AND SIZED AS SHOWN, OR APPROVED EQUALS ARE ALLOWED WITH APPROVAL OF ENGINEER OF RECORD.
3. ROUND MANHOLE COVERS ARE REQUIRED ON ALL INLETS AND JUNCTION BOXES AND TO BE PLACED NEAR OUTLET PIPE.
4. ELEVATIONS GIVEN FOR STORM SEWER STRUCTURES LOCATED IN CURB LINE ARE PAVEMENT ELEVATIONS.
5. UNLESS OTHERWISE SPECIFIED, ALL STORM SEWER AND DRAINAGE STRUCTURES SHALL CONFORM TO CITY SPECIFICATIONS FOR CLASS "A" (3000 PSI) CONCRETE.
6. STORM DRAIN VELOCITIES AND MINIMUM GRADES SHALL CONFORM TO CITY OF FORT WORTH OFFICIAL STORMWATER CRITERIA.
7. ALL STORM DRAIN LATERALS ARE 21" DIAMETER UNLESS OTHERWISE STATED

811 Know what's below. Call before you dig.

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CITY OF ALVARADO
JOHNSON COUNTY, TEXAS

CHAMBERS CREEK - ALVARADO
AVALON DEVELOPMENT GROUP
DEVELOPMENT PLAN
STORM PLAN 2 OF 3

DATE 4/17/2026

REVISIONS

DRAWN BY: JWG
CHECKED BY: TE
PROJECT MANAGER: TE
JOB #: 26000279
FILE CODE: N/A
SHEET NO.: ----

MATCHLINE SEE SHEET

MATCHLINE SEE SHEET

STM LINE C OUTFALL:
36" RCP @ 0.25%
$Q_{100}$=27.5 CFS
V=5.2 FPS
FL=683.0

STM LINE D OUTFALL:
42" RCP @ 0.25%
$Q_{100}$=50.3 CFS
V=5.9 FPS
FL=673.0

STM LINE E OUTFALL:
54" RCP @ 0.15%
$Q_{100}$=76.7 CFS
V=5.4 FPS
FL=672.5

STM LINE F OUTFALL:
54" RCP @ 0.20%
$Q_{100}$=64.3 CFS
V=5.8 FPS
FL=673.0

STM LINE G OUTFALL:
60" RCP @ 0.20%
$Q_{100}$=92.9 CFS
V=5.8 FPS
FL=666.0

STM LINE H OUTFALL:
72" RCP @ 0.12%
$Q_{100}$=155.7 CFS
V=5.8 FPS
FL=664.0

STM LINE I OUTFALL:
48" RCP @ 0.20%
$Q_{100}$=59.1 CFS
V=5.8 FPS
FL=666.0

STREET A
STREET C
STREET F
STREET G
STREET H
STREET K
STREET L
STREET M
STREET N
STREET O

PROP STM (PUBLIC)
PROP STM LINE C (PUBLIC)
PROP STM LINE E (PUBLIC)
PROP STM LINE F (PUBLIC)
PROP STM LINE G (PUBLIC)
PROP STM LINE H (PUBLIC)
PROP STM LINE I (PUBLIC)
PROP 24" STM (PUBLIC)
PROP JUNCTION BOX (TYP)
10' CURB INLET (TYP)
6'x4' CULVERT @ 0.25%

PHASE 1
PHASE 2
PHASE 3
PHASE 4

OPEN SPACE 6

PROPERTY LINE

BERYL RESOURCES, LLC
INST. NO. 18771
D.R.J.C.T.

EMERALD GROWTH, LLC
CALLED 78.943 ACRES
DOC NO. 2018-30792
D.R.J.C.T.

BERYL RESOURCES, LLC
CALLED 230.487 ACRES (REMAINDER)
DOC NO. 2018-18771
D.R.J.C.T.

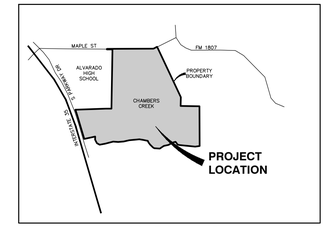
30' FREEDOM PIPELINE COMPANY, LLC EASEMENT
VOL. 3972, PG. 511
D.R.J.C.T.

30'X30' SOUTHWESTERN GAS PIPELINE INC. EASEMENT
VOL. 3714, PG. 956
D.R.J.C.T.

30' SOUTHWESTERN GAS PIPELINE INC. EASEMENT
VOL. 3714, PG. 951
D.R.J.C.T.

15' ACCESS EASEMENT
VOL. 3826, PG. 246
D.R.J.C.T.

EXISTING 100-YEAR FLOOD PLAIN
EXISTING GRAVEL ROAD
EXISTING FEMA FLOOD PLAIN "ZONE A"




LOCATION MAP
N.T.S.

N

0 50 100 200
SCALE: 1"=100'

STORM LEGEND

- PROPOSED STORM SEWER
- PROPOSED CURB INLET
- PROPOSED JUNCTION BOX
- PROPOSED HEADWALL
- EXISTING WATER
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07-07-2023

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JOHNSON COUNTY, TEXAS

CHAMBERS CREEK - ALVARADO
AVALON DEVELOPMENT GROUP
DEVELOPMENT PLAN
STORM PLAN 3 OF 3

DATE 4/17/2026

REVISIONS

DRAWN BY: JWG
CHECKED BY: TE
PROJECT MANAGER: TE
JOB #: 26000279
FILE CODE: N/A
SHEET NO. -----

Plot Date: 04/17/26 Dwg Name: K:\26000279 Avalon Development Group Chambers Creek\05_CAD\PHASE (IF NECESSARY)\05.02_SHEET FILES\Eng\Development Plan – Storm Layout.dwg Updated By: cbryant

KAREN MOORE
DOC. NO. 2023-1314
D.R.J.C.T.

BLOOMFIELD HOMES, LP
DOC. NO. 2021-28272
D.R.J.C.T.

PHASE 1

PHASE LINE (TYP.)

PHASE LINE (TYP.)

PHASE 4

DWAYNE & BREE WINK
CALLED 130.705 ACRES
DOC NO. 2016-16907
D.R.J.C.T.

PHASE LINE (TYP.)

LOT 1, BLOCK 1
ALVARADO HIGH SCHOOL ADITION
DOC NO. 2025-81
P.R.J.C.T.

BERYL RESOURCES, LLC
INST. NO. 18771
D.R.J.C.T.

PHASE 2

PHASE LINE (TYP.)

EXISTING
100-YEAR
FLOOD PLAIN
(TYP.)

EXISTING
100-YEAR FLOOD
PLAIN (TYP.)

PHASE 1

PHASE LINE (TYP.)

PHASE 3

BERYL RESOURCES, LLC
CALLED 230.487 ACRES (REMAINDER)
DOC NO. 2018-18771
D.R.J.C.T.

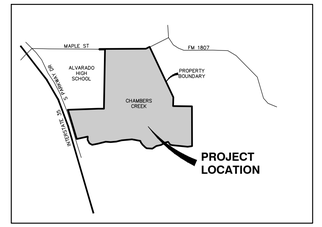
EXISTING
100-YEAR FLOOD
PLAIN (TYP.)

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CALLED 78.943 ACRES
DOC NO. 2018-30792
D.R.J.C.T.

BERYL RESOURCES, LLC
CALLED 230.487 ACRES (REMAINDER)
DOC NO. 2018-18771
D.R.J.C.T.

PHASE LINE (TYP.)

BERYL RESOURCES, LLC
CALLED 230.487 ACRES (REMAINDER)
DOC NO. 2018-18771
D.R.J.C.T.




LOCATION MAP
N.T.S.

N

0 100 200 400
SCALE: 1"=200'

PAD MAPPING LEGEND

- PROPOSED 40'x75' PADS (50' LOTS)
- PROPOSED 30'x75' PADS (40' LOTS)
- PROPOSED 23'x57' PADS (29' LOTS)

| PHASE | PAD SIZE (LOT SIZE) | | | TOTAL |
|---|---|---|---|---|
| | 23' (29') | 30'(40') | 40(50') | |
| 1 | 75 | 25 | 83 | 183 |
| 2 | | 42 | 164 | 206 |
| 3 | | 166 | 26 | 192 |
| 4 | | 78 | 55 | 133 |
| TOTAL | 75 | 311 | 328 | 714 |

811
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1303 S. PARKWAY DRIVE
CITY OF ALVARADO
JOHNSON COUNTY, TEXAS

CHAMBERS CREEK - ALVARADO
AVALON DEVELOPMENT GROUP
PAD MAPPING EXHIBIT

DATE 4/17/2026

REVISIONS

DRAWN BY: JWG
CHECKED BY: TE
PROJECT MANAGER: TE
JOB #: 26000279
FILE CODE: N/A
SHEET NO. EX

**City Council Management Report**
**Meeting Date**: 6/15/2026
**Contact**: Justin French, Community Development Director

**AGENDA ITEM:**
Consideration and action on the application of C.J. Hitch with Kimley-Horn on behalf of DRB Group represented by Brenden Alves for approval of the Agave Trail Addition Phase 1a final plat on approximately 32.222 acres known as a portion of Tract 6 in the J.M. Ross Survey, A-737, approximately addressed at 1400 N. Cummings Drive. (French)

**BACKGROUND & FINDINGS:**
The final plat application was submitted and deemed administratively complete on May 22, 2026. Per Section 34-36.d of the Alvarado subdivision ordinance, the City Council shall:
1. Act within 30 days after the filing of the final plat,
2. Conclude one of the following:
   a. Approve.
   b. Approve with conditions.
   c. Disapprove with reasons cited in the ordinance.

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

The Future Lane Use (FLU) map within the Alvarado Comprehensive Plan designates the subject site to the Master Planned Community land use category. The final plat is consistent with the 2026 Comprehensive Plan and complies with the minimum standards of the Alvarado subdivision ordinance and all other ordinances and the Agave Trail Planned Development District.

**FINANCIAL IMPACT:**
None

**RECOMMENDATION:**
On June 15, 2026, the Planning and Zoning Commission recommended City Council _____ by a vote of _____.

**MANAGEMENT REVIEW:**
Paul DeBuff, City Manager

**ATTACHMENTS:**
1. Plat-Application-Agave Trails Phase 1A
2. Location Map
3. Final Plat - Agave Trail Phase 1a

City of Alvarado Texas

# PLAT APPLICATION

**Office Use Only**

Clerk:_____ Project#:_____

Fee: $_____

Date Pd:_____ Check# or Cash:_____

Receipt#:_____ Received by:_____

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

## Type of Plat

☐ **Preliminary Plat** ☒ **Final Plat** ☐ **Plat Revision** ☐ **Administrative Plat**

Title of Plat: Agave Trails - Phase 1A

Total Lots: 151 Total Acres: 32.222 Current Zoning: 32.222

Subdivision Name: Agave Trals Lots: 151 Block(s): Blocks A-G

Survey Name(s): J.M. Ross Abstract No.(s): 737 Tract(s):_____

Address/Location: 1302 N Cummings Drive

## Applicant

Company or Name: Kimley-Horn

Contact Name: CJ Hitch

Address: 6160 Warren Pwky, Suite 210 City: Frisco State: TX Zip: 75034

Telephone: 972 770 3026 Email: cj.hitch@kimley-horn.com

## Owner (If Different)

Company or Name: DRB Group

Contact Name: Brenden Alves

Address: 15725 North Dallas Pkwy, Suite 500 City: Dallas State: TX Zip: 75001

Telephone: 469 677 9583 Email: balves@drbgroup.com

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

| | |
|---|---|
| | 4/3/2026 |
| **Signature of Applicant, Owner, or Authorized Agent** | **Date** |

**Planning Official**

Fee: $

| | |
|---|---|
| Date of P&Z Meeting | Date of Council Meeting |

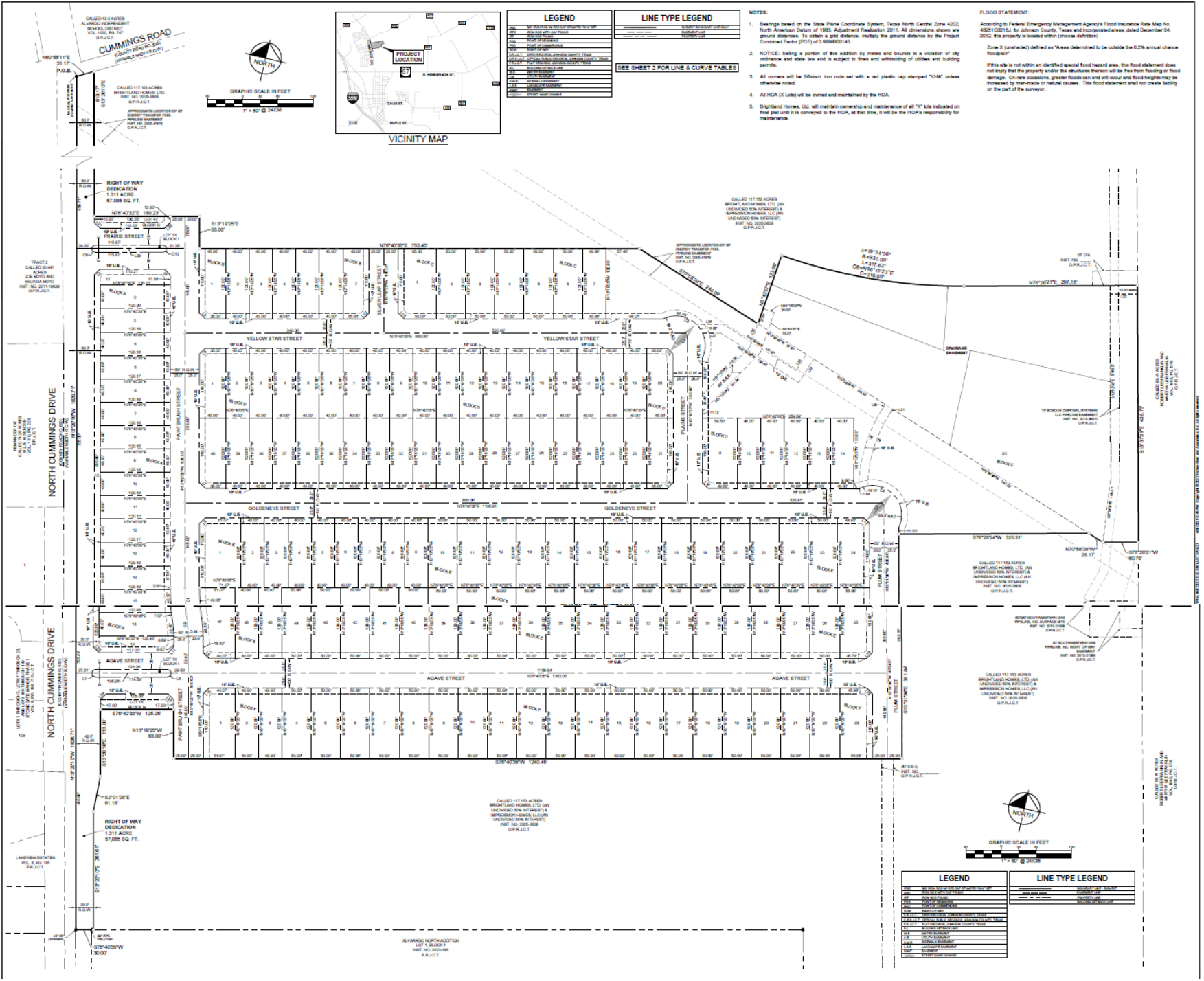
Signature of Planning Official

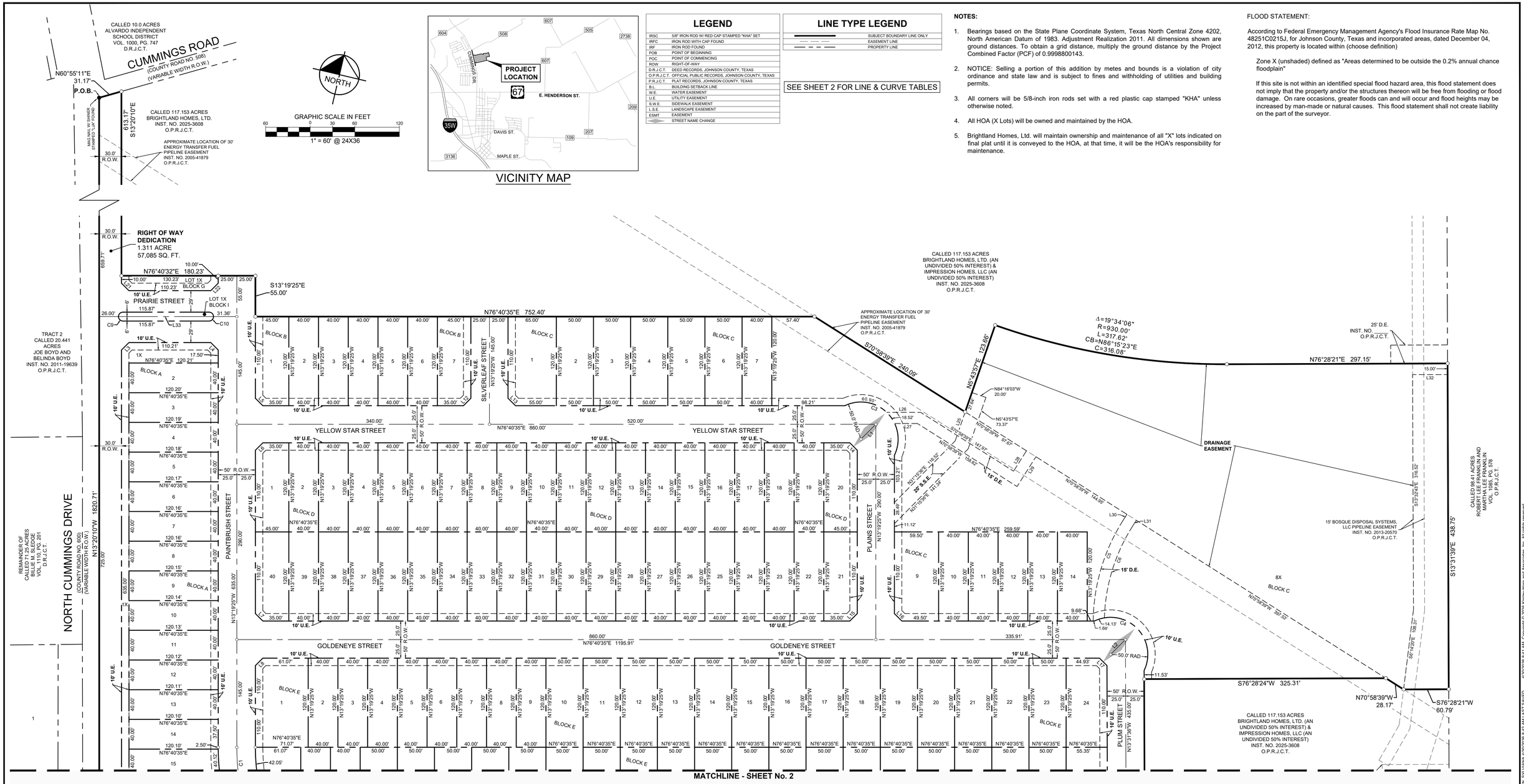
**FOR OFFICE USE ONLY**

| Received By | Date Received | Date Approved |
|---|---|---|


Johnson County, TX Interactive Map
Find address or place
Future Phase 1b
Phase 1a
Future Phase 3
Future Phase 2
COUNTY ROAD 508
County Road 508
Burleson ETJ
Alvarado ETJ
Mountain Creek
Cummings
N Cummings Dr
ALLISTO LDG
ARTEMIS WAY
MICAH CT
Factory Tint
Trinity Park Trl
Griffith Park Trl
Zoeland Rd
Crest Park Dr
Lakeview Dr
Stonegate Blvd
Shirley Dr
Stonegate Park
O'Banion Way
Super 8 by Wyndham Alvarado
Alvarado North
Iglesia Ni Cristo - Cleburne Group...
LAKEVIEW DR
RENE DR
APACHE TRL
Cherokee Trl
SHAWNEE TRL
SEMINOLE TRL
NAVAJO TRL
COMANCHE TRL
CHEYENNE TRL
Atwoods
Smith House Co
S Interstate 35
I-35
MAHOGANY AVE
BLUEWOOD DR
MULBERRY AVE
SILVERBELL DR
TULIP DR
BLUE SPRUCE LN
YELLOW ROSE LN
EVERGREEN DR
HORNBEAM DR
QUIVER DR
TAMARACK DR
LAVENDER LN
CRIMSON KING DR
TEXAS ELM DR
SANDALWOOD LN
GUAVA DR
OLEANDER LN
BLACK ASH LN
BOXELDER LN
BASSWOOD LN
MYRTLE LN
GINKO DR
PALM DR
Prairieland Detention Center
TANGLEWOOD DR
WILDWOOD DR
County Road 607
1,000 ft
Vantor | Google Maps | NCT9-1-1 GIS Team, 911GISTeam@nct911.org | Esri Community Maps Contributors, Texas Parks & Wildlife, © OpenStreetMap, Microsoft, CONANP, Esri, TomTom, ... Powered by Esri

# Agave Trail Addition Phase 1a


CUMMINGS ROAD
(COUNTY ROAD NO. 336)
(VARIABLE WIDTH R.O.W.)
VICINITY MAP
PROJECT LOCATION
GRAPHIC SCALE IN FEET
1" = 60' @ 24X36
LEGEND
LINE TYPE LEGEND
SEE SHEET 2 FOR LINE & CURVE TABLES
NOTES:
1. Bearings based on the State Plane Coordinate System, Texas North Central Zone 4202, North American Datum of 1983. Adjustment Realization 2011. All dimensions shown are ground distances. To obtain a grid distance, multiply the ground distance by the Project Combined Factor (PCF) of 0.9999800143.
2. NOTICE: Selling a portion of this addition by metes and bounds is a violation of city ordinance and state law and is subject to fines and withholding of utilities and building permits.
3. All corners will be 5/8-inch iron rods set with a red plastic cap stamped "KHA" unless otherwise noted.
4. All HOA (X Lots) will be owned and maintained by the HOA.
5. Brightland Homes, Ltd. will maintain ownership and maintenance of all "X" lots indicated on final plat until it is conveyed to the HOA, at that time, it will be the HOA's responsibility for maintenance.
FLOOD STATEMENT:
According to Federal Emergency Management Agency's Flood Insurance Rate Map No. 48251C0215J, for Johnson County, Texas and Incorporated areas, dated December 04, 2012, this property is located within (choose definition)
Zone X (unshaded) defined as "Areas determined to be outside the 0.2% annual chance floodplain"
If this site is not within an identified special flood hazard area, this flood statement does not imply that the property and/or the structures thereon will be free from flooding or flood damage. On rare occasions, greater floods can and will occur and flood heights may be increased by man-made or natural causes. This flood statement shall not create liability on the part of the surveyor.
NORTH CUMMINGS DRIVE
RIGHT OF WAY DEDICATION
1.311 ACRE
57,085 SQ. FT.
PRAIRIE STREET
SILVERLEAF STREET
YELLOW STAR STREET
PAINTBRUSH STREET
PLUM STREET
GOLDENEYE STREET
AGAVE STREET
DRAINAGE EASEMENT
S76°40'35"W 1240.45'
N76°40'35"E 752.40'
N76°28'21"E 297.15'
S76°28'24"W 326.31'
S76°28'21"W 60.79'
N76°40'32"E 180.22'
S13°19'25"E 55.00'
N13°19'25"W 83.00'
S76°40'33"W 125.05'
S27°01'28"E 61.18'
S76°40'35"W 30.00'
N76°56'39"W 28.17'
S13°19'34"E 345.38'
S13°36'40"E 133.88'
S13°20'40"E 1693.71'
S13°36'40"E 1693.71'
S13°36'40"E 1693.71'
S13°36




## LEGEND

| | |
|---|---|
| IRSC | 5/8" IRON ROD W/ RED CAP STAMPED "KHA" SET |
| IRFC | IRON ROD WITH CAP FOUND |
| IRF | IRON ROD FOUND |
| POB | POINT OF BEGINNING |
| POC | POINT OF COMMENCING |
| ROW | RIGHT-OF-WAY |
| D.R.J.C.T. | DEED RECORDS, JOHNSON COUNTY, TEXAS |
| O.P.R.J.C.T. | OFFICIAL PUBLIC RECORDS, JOHNSON COUNTY, TEXAS |
| P.R.J.C.T. | PLAT RECORDS, JOHNSON COUNTY, TEXAS |
| B.L. | BUILDING SETBACK LINE |
| W.E. | WATER EASEMENT |
| U.E. | UTILITY EASEMENT |
| S.W.E. | SIDEWALK EASEMENT |
| L.S.E. | LANDSCAPE EASEMENT |
| ESMT | EASEMENT |
| | STREET NAME CHANGE |

## LINE TYPE LEGEND

| | |
|---|---|
| | SUBJECT BOUNDARY LINE ONLY |
| | EASEMENT LINE |
| | PROPERTY LINE |

SEE SHEET 2 FOR LINE & CURVE TABLES

**NOTES:**

1. Bearings based on the State Plane Coordinate System, Texas North Central Zone 4202, North American Datum of 1983. Adjustment Realization 2011. All dimensions shown are ground distances. To obtain a grid distance, multiply the ground distance by the Project Combined Factor (PCF) of 0.9998800143.
2. NOTICE: Selling a portion of this addition by metes and bounds is a violation of city ordinance and state law and is subject to fines and withholding of utilities and building permits.
3. All corners will be 5/8-inch iron rods set with a red plastic cap stamped "KHA" unless otherwise noted.
4. All HOA (X Lots) will be owned and maintained by the HOA.
5. Brightland Homes, Ltd. will maintain ownership and maintenance of all "X" lots indicated on final plat until it is conveyed to the HOA, at that time, it will be the HOA's responsibility for maintenance.

FLOOD STATEMENT:

According to Federal Emergency Management Agency's Flood Insurance Rate Map No. 48251C0215J, for Johnson County, Texas and incorporated areas, dated December 04, 2012, this property is located within (choose definition)

Zone X (unshaded) defined as "Areas determined to be outside the 0.2% annual chance floodplain"

If this site is not within an identified special flood hazard area, this flood statement does not imply that the property and/or the structures thereon will be free from flooding or flood damage. On rare occasions, greater floods can and will occur and flood heights may be increased by man-made or natural causes. This flood statement shall not create liability on the part of the surveyor.

| LOT TABLE | | |
|---|---|---|
| LOT NO. | ACRES | SQ. FT. |
| BLOCK A LOT 1X | 0.302 | 13,150 |
| BLOCK A LOT 2 | 0.110 | 4,808 |
| BLOCK A LOT 3 | 0.110 | 4,808 |
| BLOCK A LOT 4 | 0.110 | 4,807 |
| BLOCK A LOT 5 | 0.110 | 4,807 |
| BLOCK A LOT 6 | 0.110 | 4,807 |
| BLOCK A LOT 7 | 0.110 | 4,806 |
| BLOCK A LOT 8 | 0.110 | 4,806 |
| BLOCK A LOT 9 | 0.110 | 4,806 |
| BLOCK A LOT 10 | 0.110 | 4,805 |
| BLOCK A LOT 11 | 0.110 | 4,805 |
| BLOCK A LOT 12 | 0.110 | 4,805 |
| BLOCK A LOT 13 | 0.110 | 4,804 |
| BLOCK A LOT 14 | 0.110 | 4,804 |

| LOT TABLE | | |
|---|---|---|
| LOT NO. | ACRES | SQ. FT. |
| BLOCK A LOT 15 | 0.111 | 4,843 |
| BLOCK A LOT 16 | 0.115 | 5,013 |
| BLOCK B LOT 1 | 0.123 | 5,350 |
| BLOCK B LOT 2 | 0.110 | 4,800 |
| BLOCK B LOT 3 | 0.110 | 4,800 |
| BLOCK B LOT 4 | 0.110 | 4,800 |
| BLOCK B LOT 5 | 0.110 | 4,800 |
| BLOCK B LOT 6 | 0.110 | 4,800 |
| BLOCK B LOT 7 | 0.123 | 5,350 |
| BLOCK C LOT 1 | 0.178 | 7,750 |
| BLOCK C LOT 2 | 0.138 | 6,000 |
| BLOCK C LOT 3 | 0.138 | 6,000 |
| BLOCK C LOT 4 | 0.138 | 6,000 |
| BLOCK C LOT 5 | 0.138 | 6,000 |

| LOT TABLE | | |
|---|---|---|
| LOT NO. | ACRES | SQ. FT. |
| BLOCK C LOT 6 | 0.138 | 6,000 |
| BLOCK C LOT 7 | 0.110 | 4,800 |
| BLOCK C LOT 8X | 6.367 | 277,332 |
| BLOCK C LOT 9 | 0.163 | 7,091 |
| BLOCK C LOT 10 | 0.110 | 4,800 |
| BLOCK C LOT 11 | 0.110 | 4,800 |
| BLOCK C LOT 12 | 0.110 | 4,800 |
| BLOCK C LOT 13 | 0.110 | 4,800 |
| BLOCK C LOT 14 | 0.110 | 4,800 |
| BLOCK D LOT 1 | 0.123 | 5,350 |
| BLOCK D LOT 2 | 0.110 | 4,800 |
| BLOCK D LOT 3 | 0.110 | 4,800 |
| BLOCK D LOT 4 | 0.110 | 4,800 |
| BLOCK D LOT 5 | 0.110 | 4,800 |

| LOT TABLE | | |
|---|---|---|
| LOT NO. | ACRES | SQ. FT. |
| BLOCK D LOT 6 | 0.110 | 4,800 |
| BLOCK D LOT 7 | 0.110 | 4,800 |
| BLOCK D LOT 8 | 0.110 | 4,800 |
| BLOCK D LOT 9 | 0.110 | 4,800 |
| BLOCK D LOT 10 | 0.110 | 4,800 |
| BLOCK D LOT 11 | 0.110 | 4,800 |
| BLOCK D LOT 12 | 0.110 | 4,800 |
| BLOCK D LOT 13 | 0.110 | 4,800 |
| BLOCK D LOT 14 | 0.110 | 4,800 |
| BLOCK D LOT 15 | 0.110 | 4,800 |
| BLOCK D LOT 16 | 0.110 | 4,800 |
| BLOCK D LOT 17 | 0.110 | 4,800 |
| BLOCK D LOT 18 | 0.110 | 4,800 |
| BLOCK D LOT 19 | 0.110 | 4,800 |

| LOT TABLE | | |
|---|---|---|
| LOT NO. | ACRES | SQ. FT. |
| BLOCK D LOT 20 | 0.123 | 5,350 |
| BLOCK D LOT 21 | 0.123 | 5,350 |
| BLOCK D LOT 22 | 0.110 | 4,800 |
| BLOCK D LOT 23 | 0.110 | 4,800 |
| BLOCK D LOT 24 | 0.110 | 4,800 |
| BLOCK D LOT 25 | 0.110 | 4,800 |
| BLOCK D LOT 26 | 0.110 | 4,800 |
| BLOCK D LOT 27 | 0.110 | 4,800 |
| BLOCK D LOT 28 | 0.110 | 4,800 |
| BLOCK D LOT 29 | 0.110 | 4,800 |
| BLOCK D LOT 30 | 0.110 | 4,800 |
| BLOCK D LOT 31 | 0.110 | 4,800 |
| BLOCK D LOT 32 | 0.110 | 4,800 |
| BLOCK D LOT 33 | 0.110 | 4,800 |

| LOT TABLE | | |
|---|---|---|
| LOT NO. | ACRES | SQ. FT. |
| BLOCK D LOT 34 | 0.110 | 4,800 |
| BLOCK D LOT 35 | 0.110 | 4,800 |
| BLOCK D LOT 36 | 0.110 | 4,800 |
| BLOCK D LOT 37 | 0.110 | 4,800 |
| BLOCK D LOT 38 | 0.110 | 4,800 |
| BLOCK D LOT 39 | 0.110 | 4,800 |
| BLOCK D LOT 40 | 0.123 | 5,350 |
| BLOCK E LOT 1 | 0.195 | 8,479 |
| BLOCK E LOT 2 | 0.110 | 4,800 |
| BLOCK E LOT 3 | 0.110 | 4,800 |
| BLOCK E LOT 4 | 0.110 | 4,800 |
| BLOCK E LOT 5 | 0.110 | 4,800 |
| BLOCK E LOT 6 | 0.110 | 4,800 |
| BLOCK E LOT 7 | 0.110 | 4,800 |

| LOT TABLE | | |
|---|---|---|
| LOT NO. | ACRES | SQ. FT. |
| BLOCK E LOT 8 | 0.110 | 4,800 |
| BLOCK E LOT 9 | 0.110 | 4,800 |
| BLOCK E LOT 10 | 0.138 | 6,000 |
| BLOCK E LOT 11 | 0.138 | 6,000 |
| BLOCK E LOT 12 | 0.138 | 6,000 |
| BLOCK E LOT 13 | 0.138 | 6,000 |
| BLOCK E LOT 14 | 0.138 | 6,000 |
| BLOCK E LOT 15 | 0.138 | 6,000 |
| BLOCK E LOT 16 | 0.138 | 6,000 |
| BLOCK E LOT 17 | 0.138 | 6,000 |
| BLOCK E LOT 18 | 0.138 | 6,000 |
| BLOCK E LOT 19 | 0.138 | 6,000 |
| BLOCK E LOT 20 | 0.138 | 6,000 |
| BLOCK E LOT 21 | 0.138 | 6,000 |

| LOT TABLE | | |
|---|---|---|
| LOT NO. | ACRES | SQ. FT. |
| BLOCK E LOT 22 | 0.138 | 6,000 |
| BLOCK E LOT 23 | 0.138 | 6,000 |
| BLOCK E LOT 24 | 0.151 | 6,567 |
| BLOCK E LOT 25 | 0.152 | 6,618 |
| BLOCK E LOT 26 | 0.138 | 6,000 |
| BLOCK E LOT 27 | 0.138 | 6,000 |
| BLOCK E LOT 28 | 0.138 | 6,000 |
| BLOCK E LOT 29 | 0.138 | 6,000 |
| BLOCK E LOT 30 | 0.138 | 6,000 |
| BLOCK E LOT 31 | 0.138 | 6,000 |
| BLOCK E LOT 32 | 0.138 | 6,000 |
| BLOCK E LOT 33 | 0.138 | 6,000 |
| BLOCK E LOT 34 | 0.138 | 6,000 |
| BLOCK E LOT 35 | 0.138 | 6,000 |

| LOT TABLE | | |
|---|---|---|
| LOT NO. | ACRES | SQ. FT. |
| BLOCK E LOT 36 | 0.138 | 6,000 |
| BLOCK E LOT 37 | 0.138 | 6,000 |
| BLOCK E LOT 38 | 0.138 | 6,000 |
| BLOCK E LOT 39 | 0.138 | 6,000 |
| BLOCK E LOT 40 | 0.138 | 6,000 |
| BLOCK E LOT 41 | 0.138 | 6,000 |
| BLOCK E LOT 42 | 0.138 | 6,000 |
| BLOCK E LOT 43 | 0.138 | 6,000 |
| BLOCK E LOT 44 | 0.138 | 6,000 |
| BLOCK E LOT 45 | 0.110 | 4,800 |
| BLOCK E LOT 46 | 0.110 | 4,800 |
| BLOCK E LOT 47 | 0.155 | 6,750 |
| BLOCK F LOT 1 | 0.148 | 6,439 |
| BLOCK F LOT 2 | 0.110 | 4,800 |

| LOT TABLE | | |
|---|---|---|
| LOT NO. | ACRES | SQ. FT. |
| BLOCK F LOT 3 | 0.110 | 4,800 |
| BLOCK F LOT 4 | 0.138 | 6,000 |
| BLOCK F LOT 5 | 0.138 | 6,000 |
| BLOCK F LOT 6 | 0.138 | 6,000 |
| BLOCK F LOT 7 | 0.138 | 6,000 |
| BLOCK F LOT 8 | 0.138 | 6,000 |
| BLOCK F LOT 9 | 0.138 | 6,000 |
| BLOCK F LOT 10 | 0.138 | 6,000 |
| BLOCK F LOT 11 | 0.138 | 6,000 |
| BLOCK F LOT 12 | 0.138 | 6,000 |
| BLOCK F LOT 13 | 0.138 | 6,000 |
| BLOCK F LOT 14 | 0.138 | 6,000 |
| BLOCK F LOT 15 | 0.138 | 6,000 |
| BLOCK F LOT 16 | 0.138 | 6,000 |

| LOT TABLE | | |
|---|---|---|
| LOT NO. | ACRES | S |
| BLOCK F LOT 17 | 0.138 | 6 |
| BLOCK F LOT 18 | 0.138 | 6 |
| BLOCK F LOT 19 | 0.138 | 6 |
| BLOCK F LOT 20 | 0.138 | 6 |
| BLOCK F LOT 21 | 0.138 | 6 |
| BLOCK F LOT 22 | 0.138 | 6 |
| BLOCK F LOT 23 | 0.154 | 6 |
| BLOCK G LOT 1X | 0.057 | 2 |
| BLOCK H LOT 1X | 0.075 | 3 |
| BLOCK I LOT 1X | 0.037 | 1 |
| BLOCK J LOT 1X | 0.035 | 1 |
| ROW DEDICATION | 5.995 | 26 |
| ROW DEDICATION for cr 600 | 1.310 | 5 |

OWNER:
BRIGHTLAND HOMES, LTD.
3815 South Capital of Texas Hwy. 275
Austin, Texas 78704
Phone: 972-383-4341
Contact: Kendall Hamrick

OWNER:
IMPRESSION HOMES, LLC
2325 Dean Way, Suite 150
Southlake, Texas 76092
Phone: Peter Lai, P.E.
Contact:214-260-9688

SURVEYOR:
Kimley-Horn and Associates, Inc.
6160 Warren Pkwy., Suite 210
Frisco, Texas 75034
Phone: 972-335-3580
Contact : Sylviana Gunawan, R.P.L.S.

APPLICANT:
Kimley-Horn and Associates, Inc.
6160 Warren Pkwy., Suite 210
Frisco, Texas 75034
Phone: 972-335-3580
Contact : CJ Hitch, P.E.

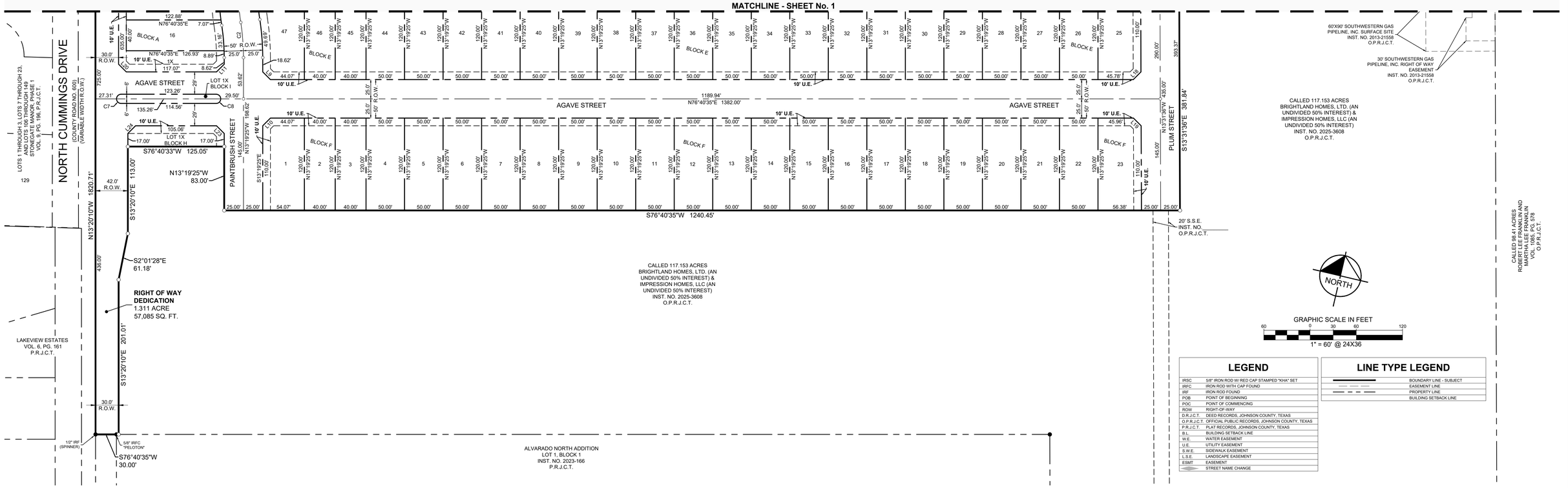
# FINAL PLAT
# AGAVE TRAILS - PHASE 1A

32.222 ACRES
145 - RESIDENTIAL LOTS
6 - HOA LOTS
J.M. ROSS SURVEY, ABSTRACT NO. 737
CITY OF ALVARADO, JOHNSON COUNTY, TEXAS

Kimley»Horn
6160 Warren Parkway, Suite 210
Frisco, Texas 75034
Tel. No. (972) 335-3580
FIRM # 10193822
Fax No. (972) 335-3779

| Scale | Drawn by | Checked by | Date | Project No. | Sheet No. |
|---|---|---|---|---|---|
| 1" = 60' | GGL | KHA | 4/30/2026 | 069306767 | 1 OF 2 |

DWG NAME: K:\FRI_SURVEY\069306767-AGAVE TRAILS\DWG\069306767 FP PHASE 1A.DWG PLOTTED BY: GUNAWAN, SYLVIANA 4/30/2026 8:42 AM LAST SAVED: 4/30/2026 8:41 AM Copyright © 2026 Kimley»Horn and Associates, Inc. All rights reserved




## LEGEND

| | |
|---|---|
| IRSC | 5/8" IRON ROD W/ RED CAP STAMPED "KHA" SET |
| IRFC | IRON ROD WITH CAP FOUND |
| IRF | IRON ROD FOUND |
| POB | POINT OF BEGINNING |
| POC | POINT OF COMMENCING |
| ROW | RIGHT-OF-WAY |
| D.R.J.C.T. | DEED RECORDS, JOHNSON COUNTY, TEXAS |
| O.P.R.J.C.T. | OFFICIAL PUBLIC RECORDS, JOHNSON COUNTY, TEXAS |
| P.R.J.C.T. | PLAT RECORDS, JOHNSON COUNTY, TEXAS |
| B.L. | BUILDING SETBACK LINE |
| W.E. | WATER EASEMENT |
| U.E. | UTILITY EASEMENT |
| S.W.E. | SIDEWALK EASEMENT |
| L.S.E. | LANDSCAPE EASEMENT |
| ESMT | EASEMENT |
| | STREET NAME CHANGE |

## LINE TYPE LEGEND

| | |
|---|---|
| | BOUNDARY LINE - SUBJECT |
| | EASEMENT LINE |
| | PROPERTY LINE |
| | BUILDING SETBACK LINE |

**PROPERTY DESCRIPTION**

**BEING** a tract of land situated in the John M. Ross Survey, Abstract No. 737, City of Alvarado, Johnson County, Texas and being a portion of a called 117.153-acre tract of land described in a deed to Brightland Homes, LTD (an undivided 50% interest) and Impression Homes, LLC (an undivided 50% interest), recorded in Instrument No. 2025-3608, Official Public Records of Johnson County, Texas, and being more particularly described by metes and bounds as follows:

**BEGINNING** at a mag-nail with shiner stamped "LJA" found within the intersection of North Cummings Drive (also known as County Road 600)(variable width right-of-way) and Cummings Road (also known as County Road 508)(variable width right-of-way) and being the northwest corner of said 117.153-acre tract;

**THENCE** North 60°55'11" East, along the common line of said County Road No. 508 and said 117.153-acre tract, a distance of 31.17 feet to 5/8-inch iron rod with red plastic cap stamped "KHA" set for corner;

**THENCE** departing said common line and crossing said 117.153-acre tract the following courses and distances:

South 13°20'10" East, a distance of 613.17 feet to 5/8-inch iron rod with red plastic cap stamped "KHA" set for corner;

North 76°40'32" East, a distance of 180.23 feet to 5/8-inch iron rod with red plastic cap stamped "KHA" set for corner;

South 13°19'25" East, a distance of 55.00 feet to 5/8-inch iron rod with red plastic cap stamped "KHA" set for corner;

North 76°40'35" East, a distance of 752.40 feet to 5/8-inch iron rod with red plastic cap stamped "KHA" set for corner;

South 70°58'39" East, a distance of 240.09 feet to 5/8-inch iron rod with red plastic cap stamped "KHA" set for corner;

North 05°43'57" East, a distance of 123.66 feet to 5/8-inch iron rod with red plastic cap stamped "KHA" set at the beginning of a non-tangent curve to the left with a radius of 930.00 feet, a central angle of 19°34'06", and a chord bearing and distance of North 86°15'23" East, 316.08 feet;

In an easterly direction, with said non-tangent curve to the left, an arc distance of 317.62 feet to 5/8-inch iron rod with red plastic cap stamped "KHA" set for corner;

North 76°28'21" East, a distance of 297.15 feet to 5/8-inch iron rod with red plastic cap stamped "KHA" set for corner on the easterly line of said 117.153-acre tract, same being on the westerly line of a called 98.41-acre tract of land described in a deed to Robert Lee Franklin and Martha Lee Franklin, recorded in Volume 1085, Page 578, Official Public Records of Johnson County, Texas;

**THENCE** South 13°31'39" East, along the common line of said 117.153-acre tract and said 98.41-acre tract, a distance of 438.75 feet to 5/8-inch iron rod with red plastic cap stamped "KHA" set for corner;

**THENCE** departing said common line and crossing said 117.153-acre tract the following courses and distances:

South 76°28'21" West, a distance of 60.79 feet to 5/8-inch iron rod with red plastic cap stamped "KHA" set for corner;

North 70°58'39" West, a distance of 28.17 feet to 5/8-inch iron rod with red plastic cap stamped "KHA" set for corner;

South 76°28'24" West, a distance of 325.31 feet to 5/8-inch iron rod with red plastic cap stamped "KHA" set for corner;

South 13°31'36" East, a distance of 381.84 feet to 5/8-inch iron rod with red plastic cap stamped "KHA" set for corner;

South 76°40'35" West, a distance of 1,240.45 feet to 5/8-inch iron rod with red plastic cap stamped "KHA" set for corner;

North 13°19'25" West, a distance of 83.00 feet to 5/8-inch iron rod with red plastic cap stamped "KHA" set for corner;

South 76°40'33" West, a distance of 125.05 feet to 5/8-inch iron rod with red plastic cap stamped "KHA" set for corner;

South 13°20'10" East, a distance of 113.00 feet to 5/8-inch iron rod with red plastic cap stamped "KHA" set for corner;

South 02°01'28" East, a distance of 61.18 feet to 5/8-inch iron rod with red plastic cap stamped "KHA" set for corner;

South 13°20'10" East, a distance of 201.01 feet to 5/8-inch iron rod with red plastic cap stamped "KHA" set for corner on a southerly line of said 117.153-acre tract, same being on the northerly line of Lot 1, Block 1, Alvarado North Addition, an addition to the City of Alvarado, Texas, according to the plat thereof recorded in Instrument No. 2023-166, Plat Records of Johnson County, Texas;

**THENCE** South 76°40'35" West, along the common line of said 117.153-acre tract and said Alvarado North Addition, a distance of 30.00 feet to 1/2-inch iron rod found for the westernmost southwest corner of said 117.153-acre tract, common to the northeast corner of said Alvarado North Addition, same being on the easterly right-of-way line of the aforementioned County Road No. 600;

**THENCE** North 13°20'10" West, along the common line of said 117.153-acre tract and said County Road No. 600, a distance of 1,820.71 feet to the **POINT OF BEGINNING** and containing 1,403,612 square feet or 32.222 acres of land, more or less.

**OWNERS DEDICATION**

**NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS**:

**THAT** the **BRIGHTLAND HOMES, LTD and IMPRESSION HOMES, LLC,** acting herein by and through its duly authorized officers, does hereby certify and adopt this plat designating the hereinabove described property as **AGAVE TRAILS - PHASE 1A,** an addition to the City of Alvarado and does hereby dedicate to the public use forever, the streets, alleys and easements shown thereon, except the private easements shown thereon.

WITNESS, my hand, this _____ day of _____, 20___.

**BRIGHLAND HOMES, LTD, a Texas limited partnership,**

By: _____
KENDALL HAMRICK
DIRECTOR OF LAND DEVELOPMENT

**STATE OF TEXAS §**

**COUNTY OF JOHNSON §**

BEFORE ME, the undersigned, a Notary Public in and for The State of Texas, on this day personally appeared Kendall Hamrick, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and considerations therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the _____ day of _____, 20___.

_____
NOTARY PUBLIC in and for the STATE OF TEXAS

My commission expires: _____

_____
Printed Name

WITNESS, my hand, this _____ day of _____, 20___.

**IMPRESSION HOMES, LLC, a Texas limited liability company,**

By: _____
PETER LAI
VP OF REAL ESTATE

**STATE OF TEXAS §**

**COUNTY OF JOHNSON §**

BEFORE ME, the undersigned, a Notary Public in and for The State of Texas, on this day personally appeared Peter Lai, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and considerations therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the _____ day of _____, 20___.

_____
NOTARY PUBLIC in and for the STATE OF TEXAS

My commission expires: _____

_____
Printed Name

**SURVEYOR'S CERTIFICATION**

KNOW ALL MEN BY THESE PRESENTS:

That I, Sylviana Gunawan, do hereby certify that I prepared this plat and the field notes made a part thereof from an actual and accurate survey of the land and that the corner monuments shown thereon were properly placed under my personal supervision, in accordance with the Subdivision regulations of the City of Alvarado, Texas.

_____
Sylviana Gunawan
Registered Professional Land Surveyor No. 6461
Kimley-Horn and Associates, Inc.
6160 Warren Parkway, Suite 210
Frisco, Texas 75009
Phone 972-335-3580

PRELIMINARY
THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE AND SHALL NOT BE USED OR VIEWED OR RELIED UPON AS A FINAL SURVEY DOCUMENT

| LINE TABLE | | | LINE TABLE | | |
|---|---|---|---|---|---|
| NO. | BEARING | LENGTH | NO. | BEARING | LENGTH |
| L1 | S31°40'35"W | 28.28' | L21 | S58°19'48"E | 14.14' |
| L2 | S31°34'30"W | 28.23' | L22 | N31°40'35"E | 14.14' |
| L3 | S31°40'12"W | 14.14' | L23 | S58°19'25"E | 14.14' |
| L4 | N58°19'25"W | 14.14' | L24 | N31°40'12"E | 14.14' |
| L5 | S58°19'25"E | 14.14' | L25 | N05°43'57"E | 41.20' |
| L6 | S31°40'35"W | 14.14' | L26 | N76°40'35"E | 45.65' |
| L7 | S58°19'25"E | 14.14' | L27 | S76°40'35"W | 30.63' |
| L8 | S31°40'35"W | 14.14' | L28 | N19°02'07"E | 32.50' |
| L9 | S58°19'25"E | 14.14' | L29 | S19°02'07"W | 47.50' |
| L10 | S31°40'35"W | 14.14' | L30 | N19°01'21"E | 10.15' |
| L11 | N31°40'35"E | 14.14' | L31 | S19°01'21"W | 10.15' |
| L12 | N31°40'35"E | 14.14' | L32 | S76°43'10"W | 47.15' |
| L13 | S58°19'25"E | 14.14' | L33 | N76°40'35"E | 127.87' |
| L14 | N58°19'25"W | 14.14' | | | |
| L15 | N31°40'35"E | 14.14' | | | |
| L16 | S58°19'25"E | 14.14' | | | |
| L17 | N58°25'30"W | 14.17' | | | |
| L18 | N31°34'30"E | 14.12' | | | |
| L19 | N58°25'30"W | 14.17' | | | |
| L20 | S58°19'48"E | 14.14' | | | |

| CURVE TABLE | | | | | |
|---|---|---|---|---|---|
| NO. | DELTA | RADIUS | LENGTH | CHORD BEARING | CHORD |
| C1 | 8°45'38" | 300.00' | 45.87' | S17°42'14"E | 45.83' |
| C2 | 8°45'38" | 300.00' | 45.87' | N17°42'14"W | 45.83' |
| C3 | 141°41'02" | 50.00' | 123.64' | N58°19'25"W | 94.46' |
| C4 | 141°28'51" | 50.00' | 123.47' | N58°25'30"W | 94.40' |
| C7 | 146°33'29" | 6.00' | 15.35' | S30°02'40"E | 11.49' |
| C8 | 180°00'00" | 6.00' | 18.85' | N13°19'25"W | 12.00' |
| C9 | 141°04'30" | 6.00' | 14.77' | S13°20'10"E | 11.31' |
| C10 | 180°00'00" | 6.00' | 18.85' | N13°19'25"W | 12.00' |

**CITY OF ALVARADO CERTIFICATE OF APPROVAL**

Approved this _____ day of _____, 20___, by the city council of the City of Alvarado, Texas.

_____
Mayor

_____
City Secretary

**CERTIFICATE OF RECORDING**

Plat recorded in Volume _____, Page _____, Slide _____.
Date: _____

_____
County Clerk, Johnson County, Texas

_____
Deputy, Johnson County, Texas

OWNER:
BRIGHTLAND HOMES, LTD.
3815 South Capital of Texas Hwy. 275
Austin, Texas 78704
Phone: 972-383-4341
Contact: Kendall Hamrick

OWNER:
IMPRESSION HOMES, LLC
2325 Dean Way, Suite 150
Southlake, Texas 76092
Phone: Peter Lai, P.E.
Contact:214-280-9688

SURVEYOR:
Kimley-Horn and Associates, Inc.
6160 Warren Pkwy., Suite 210
Frisco, Texas 75034
Phone: 972-335-3580
Contact : Sylviana Gunawan, R.P.L.S.

APPLICANT:
Kimley-Horn and Associates, Inc.
6160 Warren Pkwy , Suite 210
Frisco, Texas 75034
Phone: 972-335-3580
Contact : CJ Hitch, P.E.

# FINAL PLAT
# AGAVE TRAILS - PHASE 1A

32.222 ACRES
145 - RESIDENTIAL LOTS
6 - HOA LOTS
J.M. ROSS SURVEY, ABSTRACT NO. 737
CITY OF ALVARADO, JOHNSON COUNTY, TEXAS

Kimley»Horn
6160 Warren Parkway, Suite 210 Tel. No. (972) 335-3580
Frisco, Texas 75034 FIRM # 10193822 Fax No. (972) 335-3779

| Scale | Drawn by | Checked by | Date | Project No. | Sheet No. |
|---|---|---|---|---|---|
| 1" = 60' | GGL | KHA | 4/30/2026 | 069306767 | 2 OF 2 |

DWG NAME: K:\FRI_SURVEY\069306767-AGAVE TRAIL\SDWG\069306767 FP PHASE 1A.DWG PLOTTED BY GUNAWAN, SYLVIANA 4/30/2026 8:42 AM LAST SAVED 4/30/2026 8:41 AM Copyright © 2026 Kimley-Horn and Associates, Inc. All rights reserved

**City Council Management Report**
**Meeting Date**: 6/15/2026
**Contact**: Donielle Suber, Director of Administrative Services

**AGENDA ITEM:**
Consideration and adoption of the City of Alvarado Hotel Occupancy Tax (HOT) Fund Program Policy to establish guidelines and eligibility requirements for Ad Hoc Community Events. (Suber)

**BACKGROUND & FINDINGS:**

The proposed amendments to the City of Alvarado Hotel Occupancy Tax (HOT) Fund Ad Hoc Program Policy establish eligibility requirements and program guidelines for Ad Hoc Community Events while maintaining compliance with Chapter 351 of the Texas Tax Code. The policy is intended to ensure that HOT funds are used for events, projects, and activities that promote tourism, attract visitors, encourage overnight stays, and provide a direct economic benefit to the community. Eligibility is limited to qualifying activities within the City, its extraterritorial jurisdiction (ETJ), or areas that directly support local tourism and economic activity.

The amendments also include requirements for the use of the City logo on promotional materials, prior approval of marketing content by the City Manager, or designee, and post-event reporting to measure tourism impact and confirm compliance. Preference may be given to applicants with a proven record of successfully managing HOT-funded events and to events that highlight Alvarado's history, heritage, and community identity. The policy further clarifies that City-sponsored and other qualifying Ad Hoc Community Events held at City-owned facilities may be eligible for HOT funding when designed to attract visitors and support tourism-related activity.

**FINANCIAL IMPACT:**
There is no financial impact.

**RECOMMENDATION:**

Staff recommends City Council approve the proposed City of Alvarado Hotel Occupancy Tax (HOT) Fund Ad Hoc Program Policy establishing guidelines and eligibility requirements for Ad Hoc Community Events.

**MANAGEMENT REVIEW:**
Paul DeBuff, City Manager

**ATTACHMENTS:**
1. HOT Funds Program Policy -City Eligibility Specific Requirements.ADD RL 06 05 26

# City of Alvarado
# Hotel Occupancy Tax (HOT) Fund Ad Hoc Program Policy

The City of Alvarado Hotel Occupancy Tax (HOT) Fund Ad Hoc Program provides funding to eligible organizations and qualifying ad hoc community events for events, projects, and activities in accordance with this policy, applicable City ordinances, and Chapter 351 of the Texas Tax Code. These policies establish the requirements and criteria used to evaluate requests for HOT funding that promote tourism, attract visitors, encourage overnight stays, and support the local hotel and convention industry.

The purpose of the program is to support smaller, grassroots events, activities, and projects that increase the number of events, activities and projects available to citizens of, and visitors to Alvarado, and enhance the visibility of the City as a destination. Funding may be provided as either an upfront grant or, when appropriate, through reimbursement upon submission of eligible expenses and supporting documentation, as determined by the City Manager or designee.

The maximum amount of HOT funding that may be awarded to any approved event, activity, project, or ad hoc community event under this program shall not exceed One Thousand Dollars ($1,000) per fiscal year. The City reserves the right to award less than the amount requested based on available funding, demonstrated tourism impact, and program priorities.

Nothing in this policy guarantees funding. The City Council and the City Manager, or designee, retain full discretion to administer the program, determine eligibility, interpret policy requirements, establish administrative procedures, and approve, deny, modify, or place conditions on funding requests in accordance with this policy, available funding, and applicable law.

## Eligibility Requirements

To be eligible for HOT funding, applicants, organizations, and proposed events, projects, activities, or ad hoc community events must comply with all applicable federal, state, and local laws, including Chapter 351 of the Texas Tax Code, as well as applicable City ordinances, policies, and procedures. Funding requests must demonstrate a clear connection to tourism promotion and the generation of overnight visitors to the City.

## City Priorities and Program Requirements

The City will consider the following priorities and requirements when evaluating HOT funding applications:

### Council Sponsorship

Eligible events, activities, and projects must have confirmation of sponsorship or support from at least one City Council Member prior to consideration for funding. All City Council sponsorships must be provided in writing.

### Location

Eligible events, projects, activities, and ad hoc community events must occur within the City, its extraterritorial jurisdiction (ETJ), or within a ten-mile radius of the City when the event demonstrates a direct benefit to Alvarado tourism and economic activity.

### Advertising and Promotion

All promotional and marketing materials associated with a HOT-funded event must include the official City logo and acknowledge City sponsorship. Promotional materials must be reviewed and approved by the City Manager, or designee, prior to publication or distribution. Following the event, recipients shall provide copies or samples of promotional materials as proof of compliance.

### Tourism Impact and Reporting

Applicants must demonstrate how the proposed event or activity will attract visitors, promote tourism, and encourage overnight stays. Following completion of the event, recipients will be required to submit attendance information, marketing information, and a summary report documenting the event's tourism impact and use of HOT funds.

### Prior Recipients

Preference may be given to applicants with a demonstrated history of successfully managing HOT-funded events, complying with program requirements, and producing measurable tourism-related outcomes.

### Community and Heritage Significance

Preference may be given to events and activities that showcase Alvarado's history, heritage, culture, and community identity, or that otherwise enhance the City's appeal as a visitor destination.

### City-Sponsored Events and Facilities

City-sponsored events and qualifying ad hoc community events held at City-owned facilities, including the Downtown Square, Pecan Orchard, Parkway Park, Carver Park, and Moore Park, may be eligible for HOT funding when designed to attract visitors, support tourism-related activity, and encourage overnight stays within the City.

## Funding Approval and Administration

All HOT funding requests shall be reviewed for compliance with this policy, applicable City ordinances, and Chapter 351 of the Texas Tax Code. Acting on behalf of the City Council, the City Manager, or designee, retain full discretion to approve, deny, modify, or place conditions on HOT funding requests based on available revenues, compliance with applicable state law and City ordinances, and City policies, demonstrated tourism impact, and the overall benefit to the City.

Nothing in the policy guarantees funding. The City Manager, or designee, may require additional documentation, reporting, marketing information, financial records, or other supporting materials necessary to determine eligibility, verify compliance, and ensure HOT funds are expended for authorized purposes. Failure to comply with program requirements may result in denial of future funding requests or reimbursement obligations as permitted by law.

**City Council Management Report**
**Meeting Date**: 6/15/2026
**Contact**: Anthony Tucker, Parks Superintendent

**AGENDA ITEM:**
Discussion regarding the City of Alvarado Parkway Park basketball court project and to receive direction from City Council regarding placement of the court. (Tucker)

**BACKGROUND & FINDINGS:**
As part of the City Council's Capital Outlay budget discussions, the Council developed a wish list of potential projects. One of the identified priorities was adding a basketball court at Parkway Park. To accommodate this request, staff is proposing relocating the existing skate park to City-owned property off Bill Jackson Drive. The proposed site is a former well site that is no longer in use and is considered suitable for redevelopment as a skate park facility. Relocating the skate park would allow for the construction of a basketball court at Parkway Park.

**FINANCIAL IMPACT:**
$75,000.00 previously approved and allocated.

**RECOMMENDATION:**
Relocate the skate park to the City-owned property off Bill Jackson Drive and construct a basketball court at Parkway Park.

**MANAGEMENT REVIEW:**
Paul DeBuff, City Manager

**ATTACHMENTS:**
1. Ware Fencing LLC-Estimate-#6484

# E S T I M A T E

Ware Fencing, LLC
P.O. Box 1171
Crowley, TX 76036
(817) 948-4503

***Anthony Tucker***
***104 W College Street***
***Alvarado, TX 76009***

| | |
|---|---|
| **Estimate #** | 6484 |
| **Date** | 12/30/2025 |

| Item | Description | Qty | Amount |
|---|---|---|---|
| Services. | PARKWAY PARK/NEW BASKETBALL COURT<br><br>We will add an additional 4'x50' of 5" concrete to the north end of the court making it a full size basketball court. We will also add a 6'x10' pad for a sitting bench. There will be a new sidewalk going to the entrance of the court which will be 4" concrete. All concrete will have #3 steel rebar and will be dowelled into the existing concrete where needed. All concrete will be 3600psi with a broom finish.<br><br>The court will have some grinding needed in certain areas and will have some cracks repaired.<br><br>After all the surface has been prepped we will add the coating/paint for the court. It will be a solid color with the court markings/stripes added in a 2nd color.<br><br>***COLORS TO BE DETERMINED*** | 1.00 | $25,910.00 |
| Services. | BASKETBALL COURT FENCING<br><br>We will install approximately 100 feet of new 10ft tall black chain link fencing. This will include 3" sch40 posts set in concrete. We will add a 1 5/8" sch20 top, middle and bottom rails. Fabrice will be a heavy gauge black vinyl coated 9ga chain link. We will attach the fabric using steel black coated fence ties.<br><br>We will install approximately 164 feet of new 6ft tall black vinyl coated chain link on the sides of the court leaving a single 8ft opening. This opening will have a steel bollard set in the center to prohibit any atv or other vehicles from entering the court. The fence will have 2 3/8" sch20 posts set in concrete. This chain link will also be a heavy gauge fabric. Fence will have a 1 5/8"sch20 top, middle and bottom rail. All fencing will be attached using steel black coated ties. | 1.00 | $15,880.00 |
| Services. | ~~CARVER PARK/ BASKETBALL COURT~~<br><br>~~After all the surface has been prepped we will add the coating/paint for the court. It will be a solid color with the court markings/stripes added in a 2nd color.~~<br><br>~~***COLORS TO BE DETERMINED***~~ | ~~1.00~~ | ~~$19,600.00~~ |

| Item | Description | Qty | Amount |
|---|---|---|---|
| Services. | ~~BASKETBALL COURT FENCING~~<br><br>~~We will install approximately 100 feet of new 10ft tall black chain link fencing. This will include 3" sch40 posts set in concrete. We will add a 1 5/8" sch20 top, middle and bottom rails. Fabrice will be a heavy gauge black vinyl coated 9ga chain link. We will attach the fabric using steel black coated fence ties.~~<br><br>~~We will install approximately 164 feet of new 6ft tall black vinyl coated chain link on the sides of the court leaving a single 8ft opening. This opening will have a steel bollard set in the center to prohibit any atv or other vehicles from entering the court. The fence will have 2 3/8" sch20 posts set in concrete. This chain link will also be a heavy gauge fabric. Fence will have a 1 5/8"sch20 top, middle and bottom rail. All fencing will be attached using steel black coated ties.~~ | ~~1.00~~ | ~~$15,880.00~~ |

Please send PO's to traci@warefencing.com. PO's must be received prior to start of job.
THE ABOVE DESCRIBES WHAT WORK WILL BE DONE. IF IT IS NOT IN THE CONTRACT, IT IS NOT BEING INSTALLED. PLEASE ASK IF YOU HAVE QUESTIONS.
Billing for the estimate may be structured in increments based on the nature of the job. Custom jobs/material will require a deposit.
Credit/Debit cards will incur a 4% fee.

Prior to the start of the job you agree to contact Texas811 for a dig test. www.texas811.org Any charges incurred by not completing a dig test will be customers responsibility. Anything underground must be properly marked and is the responsibility of the contract owner to do so. Access to water and electricity will be required.

Additional costs will be incurred for rock encountered during dig. Payment is due NET 30.
PLEASE NOTE CHANGES MADE WHILE JOB IS BEING INSTALLED WILL CHANGE THIS ESTIMATE. IF THE ESTIMATED FOOTAGE CHANGES THE FINAL INVOICE WILL CHANGE.
Estimates are valid for 7 days from Date sent

Please contact us at 817-948-4503 with any questions. Thank you for your business!

| | |
|---|---|
| **Sub Total** | ~~$77,270.00~~ |
| **Total** | ~~$77,270.00~~ |

$41,790
Contigency for old Quote + $3,210

Total $45,000

**S P E C I A L I N S T R U C T I O N S**

**City Council Management Report**
**Meeting Date**: 6/15/2026
**Contact**: Hillary Cromer, Director of Economic Development

**AGENDA ITEM:**
First Reading Resolution 2026-0037; A Resolution of the City of Alvarado, Texas, approving an Amended Performance Agreement between the Alvarado Economic Development Corporation and Lambert & Green, LLC, for property improvements and redevelopment of 105 S. Friou Street in Historic Downtown Alvarado. (Cromer)

**BACKGROUND & FINDINGS:**
On October 21, 2024, City Council approved a Performance Agreement between the Alvarado Economic Development Corporation (AEDC) and Lambert & Green, LLC, to support the renovation of the property located at 105 S. Friou Street in Historic Downtown Alvarado for use as a restaurant.

Since approval of the original agreement, the tenant has changed. The proposed Amended Performance Agreement updates the performance requirements to better ensure the long-term activation of the property and continued economic benefit to the downtown district.

Key changes include:

- Replacing references to a specific restaurant concept with performance requirements applicable to the first restaurant, coffee shop, wine bar, or similar entertainment-related business operating on the property.
- Extending the expiration of the agreement to 2030.
- Requiring completion of façade improvements within sixty (60) days and issuance of a Certificate of Occupancy within one hundred twenty (120) days of the effective date.
- Requiring City Council approval of any future purchaser of the property during the term of the agreement.
- Clarifying ownership and recovery rights related to AEDC-funded restaurant equipment should the business close during the agreement term.
- Updating Exhibit A to reflect the completed renovation and restaurant shell improvements necessary to prepare the building for occupancy.

The AEDC Board approved the Amended Performance Agreement on April 13, 2026. Pursuant to the Development Corporation Act and the terms of the Agreement, City Council approval is required before the amendment becomes effective.

**FINANCIAL IMPACT:**
No additional financial impact. The amendment does not increase the amount of incentives previously approved by the AEDC and City Council. The amendment primarily updates performance requirements and extends the expiration date of the agreement.

**RECOMMENDATION:**
The EDC Board of Directors and staff recommend approval of Resolution No. 2026-00XX approving the Amended Performance Agreement between the Alvarado Economic Development Corporation and Lambert & Green, LLC.

**MANAGEMENT REVIEW:**
Paul DeBuff, City Manager

**ATTACHMENTS:**
1. Resolution
2. Amended Agreement

**RESOLUTION NO. 2026-____**

**A RESOLUTION OF THE CITY OF ALVARADO, TEXAS, APPROVING AN AMENDED PERFORMANCE AGREEMENT BETWEEN THE ALVARADO ECONOMIC DEVELOPMENT CORPORATION AND LAMBERT & GREEN, LLC, FOR PROPERTY IMPROVEMENTS AND REDEVELOPMENT OF 105 S. FRIOU STREET IN HISTORIC DOWNTOWN ALVARADO.**

**WHEREAS**, the Alvarado Economic Development Corporation ("AEDC") is authorized under Chapters 501 and 505 of the Texas Local Government Code to undertake projects that promote economic development and job creation; and

**WHEREAS**, Lambert & Green, LLC owns property located at 105 S. Friou Street in Historic Downtown Alvarado and proposes to renovate and improve the property for use as a restaurant, coffee shop, wine bar, or similar entertainment-related business; and

**WHEREAS**, the AEDC Board of Directors has determined that the project constitutes an authorized project under the Development Corporation Act and will provide economic benefit to the City through increased property values, business activity, employment opportunities, and downtown revitalization; and

**WHEREAS**, the AEDC Board has approved an Amended Performance Agreement with Lambert & Green, LLC establishing performance requirements and providing incentives for the redevelopment of the property; and

**WHEREAS**, Section 17.10 of the Amended Performance Agreement requires approval by the City Council before the Agreement becomes effective; and

**WHEREAS**, the City Council finds that approval of the Amended Performance Agreement will further the public purposes of economic development, downtown revitalization, business retention, and expansion of commercial activity within the City of Alvarado;

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

**SECTION 1.**

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

**SECTION 2.**

The City Council hereby approves the Amended Performance Agreement between the Alvarado Economic Development Corporation and Lambert & Green, LLC, substantially in the form attached hereto as Exhibit "A."

**SECTION 3.**

The Mayor is authorized to execute this Resolution and the City Secretary is authorized to attest thereto. The President of the Alvarado Economic Development Corporation Board and

any other appropriate officials are authorized to execute all documents necessary to carry out the intent of this Resolution.

**SECTION 4.**

This Resolution shall take effect immediately upon its passage.

**PASSED AND APPROVED ON FIRST READING THIS THE ___ DAY OF _____, 2026.**

**PASSED AND APPROVED ON SECOND READING THIS THE ___ DAY OF _____, 2026.**

_____
Jacob Wheat, Mayor

ATTEST:

_____
Bobbie Jo Taylor, City Secretary

**AMENDED PERFORMANCE AGREEMENT BETWEEN THE ALVARADO ECONOMIC DEVELOPMENT CORPORATION AND LAMBERT & GREEN, LLC**

This Amended Performance Agreement ("Agreement") is entered into as of _____ (the "Effective Date") by and between the Alvarado Economic Development Corporation, a Texas municipal development corporation located in the City of Alvarado, Texas ("AEDC"), acting by and through the President of its Board of Directors (the "AEDC Board"), and Lambert & Green, LLC, ("Company"), a property management corporation, by and through its authorized managers. AEDC and Company may be referred to individually as "Party," or collectively as the "Parties."

**WITNESSETH:**

**WHEREAS**, the AEDC desires to facilitate the opening of a restaurant in the City's historic downtown; and

**WHEREAS**, Company is a for-profit company that manages and maintains properties in the City of Alvarado ("City"); and

**WHEREAS**, Company seeks to improve their property by updating and remodeling their property to maintain a business in the historic downtown (the "Project"), located in the city limits of the City, generally located at 105 S. Friou Street, Alvarado, Texas 76009 (the "Property"), and depicted on **Exhibit A** attached hereto; and

**WHEREAS**, the Property is not owned or leased by any member of the Alvarado City Council, any member of the AEDC Board, nor any member of the City Planning and Zoning Commission; and

**WHEREAS**, the AEDC Board finds and determines that the incentives contemplated in this Agreement constitute a "project" as defined by the Development Corporation Act, codified in Subtitle C-1 of Title 12 of the Texas Local Government Code, in Section 501.101, in that expenditures are for land, buildings, equipment, facilities, expenditures, targeted infrastructure, and improvements that are for the creation or retention of primary jobs and required or suitable for the development, retention, or expansion of regional facilities; and

**WHEREAS**, the AEDC has determined that substantial economic benefit and the creation of new opportunities of employment will accrue to the City as a result of the Project being located in the City, and desires to have Company renovate their Property and contract to open a restaurant downtown; and

**WHEREAS**, the Project will increase the taxable value in the City and will directly and indirectly result in the creation of additional jobs throughout the City and the value of the benefits of the Project is anticipated to outweigh the amount of expenditures required of the AEDC by the Project under this Agreement; and

**WHEREAS**, the AEDC has found the Project will contribute to an increase in economic development in the City.

**NOW, THEREFORE**, in consideration of the mutual benefits and promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree to the following:

## ARTICLE 1.
## AUTHORIZATION, RECITALS, AND EXHIBITS

1.01 Authorization. The AEDC Board finds and determines that this Agreement is authorized by Chapters 501 and 505 of the Texas Local Government Code, and that the incentives contemplated in this Agreement constitute a "project" as that term is defined by the Development Corporation Act, codified in Subtitle C-1 of Title 12 of the Texas Local Government Code, in Sections 501.101 and 501.103.

1.02 Recitals. The recitals set forth in the foregoing "WHEREAS" clauses are true and correct, constitute representations and warranties of the Parties, constitute legislative findings of the governing bodies of the Parties, form the basis upon which the Parties have entered into this Agreement, and establish the intent of the Parties in entering into this Agreement. If it becomes necessary to interpret any provision of this Agreement, the intent of the Parties, as evidenced by the recitals, shall be taken into consideration and, to the maximum extent possible, given effect. The Parties have relied on the recitals as part of the consideration for entering into this Agreement and, but for the recitals, would not have entered into this Agreement.

1.03 Exhibits. The exhibit attached to this Agreement, incorporated herein by reference for all purposes, is as follows:

Exhibit A – Property Location with Project Improvements Depicted

## ARTICLE 2.
## DEFINITIONS

2.01 The terms "Agreement," "AEDC," "AEDC Board," "City," "Company," "Effective Date," "Project," and "Property," shall have the meanings provided above.

2.02 "Affiliate" means a parent company or wholly owned subsidiary entity that directly controls, is controlled by, or is under common control with Company.

2.03 "Certificate of Occupancy" means the certificate issued by the City's building official reflecting that construction has been completed in conformance with appropriate municipal codes and Company is authorized to secure full utility service and permit occupancy of the building.

2.04 "City Council" means the City Council of the City.

2.05 "Event of Bankruptcy" means the dissolution or termination of Company's existence as a going business; insolvency; appointment of receiver for any part of Company's property and such appointment is not terminated within ninety (90) days after such appointment is initially made; any general assignment for the benefit of creditors; or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Company, and such proceeding is not dismissed within ninety (90) days after the filing thereof.

2.06 "Impositions" mean all taxes, assessments, use and occupancy taxes, charges, excises, license and permit fees, and other charges by public or governmental authority, general and special, ordinary and extraordinary, foreseen and unforeseen, which are or may be assessed, charged, levied, or imposed by any public or governmental authority on Developer, or any property or any business owned by Company within the City.

2.07 "Initial Business" means "the first restaurant, coffee shop, wine bar, or other similar entertainment establishment to be operated on the Property following the execution of this Amended Agreement.

2.08 "Interest" means the interest rate the City is paying on the most recent issuance of bonded indebtedness prior to the receipt of a notice of violation or default hereunder.

2.09 "Incentives" mean the combined contributions, monetary or otherwise, of the AEDC toward completion of the Project, as set forth in this Agreement.

## ARTICLE 3.
## TERM

The Term of this Agreement shall commence on the Effective Date and terminate on December 31, 2030, unless terminated earlier as provided in Article 9.

## ARTICLE 4.
## IN GENERAL

4.01 The AEDC will provide the Incentives set forth in this Agreement provided Company complies with its performance conditions and obligations set forth herein.

4.02 AEDC Participation. The AEDC's obligations under this Agreement shall not exceed the sum of Two Hundred Sixty-Three Thousand Six Hundred Seventy-Six Dollars and 50/100 Dollars ($263,676.50) for all obligations set forth herein, including all Incentives. The AEDC authorizes the city manager to allocate such funds as permitted by law and necessary to meet the AEDC obligations set forth in this Agreement.

## ARTICLE 5.
## COVENANTS OF COMPANY

5.01 Covenants Regarding the Project and Company Operations. In consideration of AEDC agreeing to pay Company the Incentives or otherwise expending Incentive amounts in accordance with the terms, provisions, and conditions of this Agreement, Company agrees to the following which are duties of Company that must be fulfilled in order to receive the Incentives:

(A) Complete construction of building façade improvements within sixty (60) days after the Effective Date.

(B) Submit to the City a post-construction engineer's report confirming that the building is structurally sound.

(C) Grant Initial Business reduced rent at a rate not to exceed Three Thousand Five Hundred Dollars ($3,500) per month for its first twelve (12) months of operation.

(D) Receive a Certificate of Occupancy and be open to the public within one hundred and twenty (120) days after the Effective Date.

(E) If Initial Business fails, Company agrees that, within ninety (90) days, it will procure a new tenant and execute a lease within that time period. The new tenant must be a restaurant, coffee shop, wine bar, or other similar entertainment establishment. The new tenant must be approved by the City Council before a lease is executed.

(F) If Company sells the Property during the term of this Agreement, the new owner must be previously approved by the City Council in writing. If not approved by City Council, this Agreement shall terminate upon the sale of the Property.

5.02 Verification of Project Completion. Within thirty (30) days of the date construction is complete, Company shall provide written notice of such completion to the AEDC. Company shall also provide paid invoices and receipts from Company's general contractor documenting the actual cost of the Project.

5.03 Verification of Reduced Rent. In verifying milestones related to the reduced rent for the Initial Business, Company's written documentation to the AEDC shall include the rent amount collected within the Initial Business' first year of operation.

5.04 Impositions. Company shall remain current and paid on all Impositions, subject to appeal rights in accordance with law and subject to a right to cure any delinquency.

5.05 City-Owned Equipment. In the event that the Initial Business closes and vacates the Property during the term of this Agreement, Company agrees to allow the AEDC to remove all AEDC-owned equipment installed on the Property within thirty (30) days after the Initial Business' closure. A list of all AEDC property provided to Initial Business and located on the Property is attached hereto as Exhibit B.

## ARTICLE 6.
## COVENANTS AND INCENTIVES OF AEDC

6.01 Covenants Regarding AEDC. Subject to Company satisfying all performance conditions and obligations under this Agreement, the AEDC agrees to the following:

(A) Upon the issuance of a Certificate of Occupancy to the Initial Business, AEDC shall pay Company forty thousand dollars ($40,000).

(B) Pay Company cash in an amount equal to the lesser of: (1) fifty percent (50%) of the total costs of the Project or (2) Two Hundred Twenty Three Thousand Six Hundred Dollars ($223,600). This amount shall be split equally into four (4) payments, with the AEDC paying Company one quarter of the total amount at the end the first four (4) operating years.

(1) The first payment under this subsection shall be paid to Company on the first anniversary of the issuance of Company's Certificate of Occupancy, with each subsequent payment being issued annually thereafter until the AEDC has satisfied its obligations.

## ARTICLE 7.
## PERFORMANCE BY AFFILIATE, DESIGNEE, OR OTHER QUALIFIED PARTY

Performance by an Affiliate, designee, or other qualified party, whom Company has authorized to perform, shall be deemed performance by Company.

## ARTICLE 8.
## AUTHORITY; COMPLIANCE WITH LAW

8.01 Company hereby represents and warrants to AEDC that it has full lawful right, power, and authority to execute and deliver and perform the terms and obligations of this Agreement, and that the execution and delivery of this Agreement has been duly authorized by all necessary action by Company, and this Agreement constitutes the legal, valid, and binding obligation of Company and is enforceable in accordance with its terms and provisions.

8.02 AEDC hereby represents and warrants to Company that it has full lawful right, power, and authority to execute and deliver and perform the terms and obligations of this Agreement, and that the execution and delivery of this Agreement has been duly authorized by all necessary action by the AEDC and, upon the approval of this Agreement by the City Council, this Agreement will constitute the legal, valid, and binding obligation of the AEDC, and is enforceable in accordance with its terms and provisions.

8.03 In its performance under this Agreement, Company shall comply with all federal, state, and local laws.

8.04 During the term of this Agreement, Company agrees not to knowingly employ any undocumented workers at the Project and, if convicted of a violation under 8 U.S.C. Section 1324a(f), Company shall repay the amount of the Incentives received by Company as of the date of such violation within one hundred and twenty (120) business days after the date Company is notified by the AEDC of such violation, plus Interest. This Section shall supersede any other conflicting term in this Agreement and shall survive termination of the Agreement.

## ARTICLE 9.
## TERMINATION

9.01 Termination. This Agreement shall terminate at the expiration of the Term specified in Article 3 unless terminated earlier as follows:

(A) By written agreement of the Parties;

(B) On the date of termination set forth in a written notice provided by a Party to the other Party in the event the other Party is in default and breaches any of the terms and conditions, including performance conditions, of this Agreement and such default is not cured within ninety (90) days after the non-breaching Party sends notice to the breaching Party of such breach;

(C) On the date of termination set forth in a written notice by AEDC to Company if Company experiences an Event of Bankruptcy;

(D) On the date of termination set forth in a written notice by AEDC to Company if Company has delinquent Impositions (provided that Company retains the right to timely and properly protest and/or contest any such taxes), and such delinquent Impositions are not paid within ninety (90) days after the AEDC sends notice to Company;

(E) On the date of termination set forth in a written notice by a Party to the other Party if either Party receives notice that any subsequent federal or state legislation or any decision of a court of competent jurisdiction declares or renders this Agreement invalid, illegal, or unenforceable; or

(F) If Company sells property as outlined in Section 5.01(E).

9.02 No Additional Incentives Following Termination. In the event this Agreement is terminated by the AEDC pursuant to Section 9.01, then Company shall not be entitled to any additional Incentive payments or other funds paid pursuant to this Agreement from AEDC, and the AEDC shall have no further obligation to Company.

9.03 False Representation or Falsification of Documentation. In the event this Agreement is terminated by the AEDC, pursuant to Section 9.01(B), because Company has provided any false representation or provides any false documentation of investments, jobs, enrollment, costs, or achievement of any milestone or requirement under this Agreement, then Company shall, within thirty (30) days of the date of termination, return to the AEDC any funds received by Company related to such false representation or report with Interest from the date of termination. The terms set forth in this Section shall survive termination.

9.04 Limitation of Liability. Notwithstanding any provision of this Agreement to the contrary, in no event shall AEDC be liable to Company for consequential, incidental, punitive, special, or exemplary damages, including lost revenues, profits, delays, or other economic loss arising from any cause, including breach of warranty, breach of contract, tort, strict liability or any other cause whatsoever. To the extent permitted by law, any statutory remedies that are inconsistent with this provision of the Agreement are waived. The terms set forth in this Section 9.04 shall survive termination.

9.05 No Waiver. No waiver or any breach of any term or condition of this Agreement shall be construed to waive any subsequent breach of the same or any other term or condition of this Agreement. Any waiver of any term or condition of this Agreement must be in writing and approved by the authorized representatives of the Parties and approved by the City Council.

## ARTICLE 10.
## RIGHT OF OFFSET

Company agrees that, subject to the provision of notice by AEDC and ninety (90) day period following receipt of notice in which Company may respond or act, AEDC may offset the amount of any compensation due to Company for any calendar year under this Agreement against any amount which is: (i) lawfully due to City or AEDC from Company, and (ii) not subject to challenge by Company in a court of competent jurisdiction.

## ARTICLE 11.
## MANDATORY STATUTORY CERTIFICATIONS

11.01 By executing this Agreement, Company warrants, agrees, verifies, and certifies that it does not and, during the duration of this Agreement, will not:

(A) Boycott Israel as that term is defined in Texas Government Code Section 808.001 and Chapter 2271, as amended;

(B) Do business with Iran, Sudan, or a foreign terrorist organization, as defined in Texas Government Code Chapter 2270, as amended;

(C) Boycott energy companies as defined in Texas Government Code Section 809.001 and Chapter 2274, as amended;

(D) Discriminate against a firearm trade association as defined in Texas Government Code Chapter 2274, as amended; or

(E) Operate as a foreign owned or controlled company in connection with a critical infrastructure project as defined in Texas Government Code Chapter 2275, as amended.

11.02 By executing this Agreement, Company warrants, agrees, verifies, and certifies that, to the best of its knowledge and belief, no member of City Council, city manager, deputy city manager, city secretary, department heads, nor deputy department heads of the City have direct or indirect financial interest in the award of this Agreement, in the services to which this Agreement relates, or in any of the profits, real or potential, thereof, in violation of Section 132 of the Home Rule Charter of the City.

## ARTICLE 12.
## VENUE AND GOVERNING LAW

This Agreement is performable in Johnson County, Texas, and venue of any action arising out of this Agreement shall be exclusively in Johnson County, Texas. This Agreement shall be governed and construed in accordance with applicable federal and state laws, violation of which shall constitute a default of this Agreement. To the extent permitted by law, the laws of the State of Texas shall apply without regard to applicable principles of conflicts of law, and the Parties submit to the jurisdiction of the state and federal courts in Alvarado, Johnson County, Texas.

## ARTICLE 13.
## FORCE MAJEURE

Performance of Company's obligations under this Agreement shall be subject to extension due to delay by reason of events of force majeure, and Company's obligations shall be abated during any period of force majeure. Force majeure shall include, without limitation, acts of God, damage or destruction by fire or other casualty, condemnation, strike, lockout, civil disorder, war, disease outbreak, pandemic or epidemic, States of Emergency, delaying or withholding of the issuance of any permit and/or legal authorization (including engineering approvals) by any governmental entity, unexpected delays in governmental approvals and permits, shortage or delay in shipment of materials or fuel occasioned by any event referenced herein, labor shortages, delays caused by government action; acts of nature, unusually adverse weather or wet soil

conditions or other causes beyond the Parties' reasonable control, including but not limited to, any court order or judgment affecting the Company performance, the Property, or this Agreement.

## ARTICLE 14.
## GIFT TO PUBLIC SERVANT OR TO COMPANY REPRESENTATIVE

14.01 No Benefit. Each Party hereto represents to the other that it has not offered, conferred, or agreed to confer, and that it will not offer, confer or agree to confer in the future any benefit upon an employee or official of the other Party. For purposes of this Section, "benefit" means anything reasonably regarded as economic advantage, including benefit to any other person in whose welfare the beneficiary is interested, but does not include a contribution or expenditure made and reported in accordance with law.

14.02 Right of Reimbursement. Notwithstanding any other legal remedies, AEDC may obtain reimbursement for any expenditure made to Company as a result of the improper offer, agreement to confer, or conferring of a benefit to a City employee or official, or an AEDC employee or official.

## ARTICLE 15.
## ASSIGNMENT

15.01 Assignment. Company may not assign any part of this Agreement without consent or approval by the city manager.

## ARTICLE 16.
## INDEMNIFICATION

**16.01 COMPANY EXPRESSLY AGREES TO FULLY AND COMPLETELY DEFEND, INDEMNIFY, AND HOLD HARMLESS THE AEDC, AND ITS OFFICERS AND EMPLOYEES, AND THE CITY, AND ITS OFFICERS AND EMPLOYEES, AGAINST ANY AND ALL CLAIMS, LAWSUITS, LIABILITIES, JUDGMENTS, COSTS, AND EXPENSES FOR PERSONAL INJURY (INCLUDING DEATH), PROPERTY DAMAGE OR OTHER HARM, DAMAGES OR LIABILITY FOR WHICH RECOVERY OF DAMAGES IS SOUGHT (COLLECTIVELY, "LOSSES"), SUFFERED BY ANY PERSON OR PERSONS, THAT MAY ARISE OUT OF OR BE OCCASIONED BY ANY NEGLIGENT, GROSSLY NEGLIGENT, WRONGFUL, OR STRICTLY LIABLE ACT OR OMISSION OF COMPANY OR ITS AGENTS, EMPLOYEES, OR CONTRACTORS, ARISING OUT OF THE PERFORMANCE OF THIS AGREEMENT; NOTWITHSTANDING THE FOREGOING, IN NO EVENT SHALL COMPANY BE RESPONSIBLE FOR, NOR SHALL ITS INDEMNIFICATION OBLIGATIONS SET FORTH IN THIS SECTION 16.01 EXTEND TO, ANY LOSSES ARISING OUT OF OR OCCASIONED BY THE ACTS OR OMISSIONS OF THE AEDC, AND ITS OFFICERS AND EMPLOYEES, OR THE CITY, AND ITS OFFICERS AND EMPLOYEES, THAT CONSTITUTE NEGLIGENCE, GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.** Nothing in this Section may be construed as waiving any governmental immunity available to the City under state law. This provision is solely for the benefit of Company, AEDC, and the City, and is not intended to create or grant any rights, contractual or otherwise, in or to any other person.

16.02 It is acknowledged and agreed by the Parties that the terms hereof are not intended to and shall not be deemed to create a partnership or joint venture among the Parties. The

City and AEDC (including its past, present, and future officers, elected officials, directors, employees, and agents of the City and AEDC) do not assume any responsibility to any third party in connection with Company's construction of the Project.

## ARTICLE 17.
## MISCELLANEOUS MATTERS

17.01 Time is of Essence. Time is of the essence in the performance of this Agreement. The Parties hereto will make every reasonable effort to expedite the subject matters hereof and acknowledge that the successful performance of this Agreement requires their continued cooperation.

17.02 Agreement Subject to Law. This Agreement is made subject to and in accordance with the Alvarado Home Rule Charter and ordinances of the City, as amended, and all applicable state and federal laws.

17.03 Interpretation. Each of the Parties have been represented by counsel of their choosing in the negotiation and preparation of this Agreement. In the event of any dispute regarding the interpretation of this Agreement, this Agreement will be interpreted fairly and reasonably and neither more strongly for nor against any Party based on draftsmanship.

17.04 Counterparts Deemed Original; Electronic Signatures. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument. Any .pdf format or other electronic transmission of any signature of a signatory shall be deemed an original and shall bind such signatory.

17.05 Captions. The captions to the various clauses of this Agreement are for informational purposes only and shall not alter the substance of the terms and conditions of this Agreement.

17.06 Complete Agreement. This Agreement embodies the complete agreement of the Parties hereto, superseding all oral or written previous and contemporary agreements between the Parties and relating to matters in the Agreement and, except as otherwise provided herein, cannot be modified without the written agreement of the Parties to be attached and made a part of this Agreement.

17.07 Notice. Any notice to be given or served hereunder, or under any document or instrument executed pursuant hereto, shall be in writing and shall be: (i) delivered personally, with a receipt requested therefor; (ii) sent by a nationally recognized overnight courier service; or (iii) delivered by United States certified mail, return receipt requested, postage prepaid. All notices shall be addressed to the respective Party at its address set forth below, and shall be effective (a) upon receipt or refusal if delivered personally, (b) one (1) business day after depositing such with an overnight courier service, or (c) two (2) business days after deposit in the United States mail, if mailed. Any Party hereto may change its address for receipt of notices by service of a notice of such change in accordance with this Section.

**Company**: Lambert & Green, LLC.

_____

_____

_____

With copies to: _____

**City**: City Manager
City of Alvarado
107 E. College Street
Alvarado, Texas 76009

With a copy to: City Attorney
Taylor, Olson, Adkins, Sralla & Elam, L.L.P.
6000 Western Place, Suite 200
Fort Worth, Texas 76107

**AEDC:** Alvarado Economic Development Corporation
Attn: Economic Development Director
104 W. College Street
Alvarado, Texas 76009

With a copy to: AEDC Attorney
Taylor, Olson, Adkins, Sralla & Elam, L.L.P.
6000 Western Place, Suite 200
Fort Worth, Texas 76107

17.08 Amendment. This Agreement may only be amended by the mutual written agreement of the Parties.

17.09 Severability. In the event any section, subsection, paragraph, subparagraph, sentence, phrase, or word herein is held invalid, illegal, or unenforceable, the balance of this Agreement shall stand, shall be enforceable, and shall be read as if the Parties intended at all times to delete said invalid section, subsection, paragraph, subparagraph, sentence, phrase, or word. In the event there shall be substituted for such deleted provision a provision as similar in terms and in effect to such deleted provision as may be valid, legal and enforceable.

17.10 Approval by the City Council Required. The AEDC's action to enter into this Agreement is subject to the approval of the City Council. This Agreement shall not be effective until such Agreement is signed by the Parties and the City Council ratifies and approves the AEDC's action to enter into this Agreement.

17.11 Repayment. In the event this Agreement is terminated by the AEDC or the City pursuant to the terms of this Agreement or if Company sells the Property, Company shall immediately refund to the AEDC an amount equal to the amount of all of the Grants that have been provided by the AEDC to Company prior to the date of such termination, plus interest at the rate of interest periodically announced by the Wall Street Journal as the prime or base commercial lending rate, or if the Wall Street Journal shall ever cease to exist or cease to announce a prime or base lending rate, then at the annual rate of interest from time to time announced by Citibank, N.A. (or by any other New York money center bank selected by the AEDC) as its prime or base commercial lending rate, accruing from the Effective Date until paid. The repayment obligation of Company set forth in this Section 17.11 hereof shall survive termination of this Agreement.

EXECUTED on the respective dates of acknowledgment, to be effective as of the Effective Date.

**ALVARADO ECONOMIC DEVELOPMENT CORPORATION**

By: _____

Name: _____

Title: Board President

Date: _____

**LAMBERT & GREEN, LLC**

By: _____

Name: _____

Title: _____

Date: _____

**EXHIBIT A**
**Property Location with Project Improvements Depicted**

Location
Situs Address: 105 S FRIOU ST
Map ID: 3H
Legal Description: LOT 4 BLK 29 ORIGINAL TOWN Acres: 0.0550
Neighborhood: 126.2431 - ORIGINAL

Site Improvements to be made:

- Demolition of interior framing and existing pier-and-beam foundation, with replacement of structural steel beams and concrete piers.
- Installation of a new concrete foundation.
- Installation of a new roof.
- Renovation of the storefront façade to reflect the building's historic character.
- Installation and/or upgrade of electrical, plumbing, and HVAC systems, including lighting fixtures and thermostatic controls.
- Installation of kitchen utility connections and grease trap.
- Construction of ADA-compliant restrooms, including all required fixtures, partitions, mirrors, and accessories.
- Installation of water and sewer service connections, including all necessary rough-ins.
- Installation of floor drains as required.
- Insulation of exterior walls and framing of interior walls as needed.
- Installation of storefront windows and doors, including rear access doors and windows where required.
- Repair and painting of exterior walls as needed.
- Installation of exterior lighting.
- Construction of an outdoor patio with decomposed granite surfacing.
- Installation of a storefront awning.
- Preparation of sign locations and supporting infrastructure.
- Completion of all work necessary to deliver a functional, code-compliant shell suitable for restaurant occupancy.

**EXHIBIT B**
**AEDC Property Provided to Initial Business**

- Commercial kitchen equipment
- Refrigeration units
- Food preparation equipment
- Beverage service systems
- Point-of-sale (POS) systems
- Dining furniture
- Smallwares necessary for restaurant operations

**City Council Management Report**
**Meeting Date**: 6/15/2026
**Contact**:

**AGENDA ITEM:**
Consider and take possible action on appointments to the following City boards and Commissions, based on recommendations from the Alvarado Boards and Commissions Recommendation Committee: (Wheat, Thomas, Short)

1. Alvarado Economic Development Corporation
    - Places 2, 4, and 6
2. Alvarado Planning and Zoning Commission
    - Places 2, and 4
    - Place 6, Alternate
    - Place 3, unexpired 1-year term
3. Alvarado Library Advisory Board
    - Places 2, 4, and 6
    - Place 3, unexpired 1-year term

**BACKGROUND & FINDINGS:**

**FINANCIAL IMPACT:**

**RECOMMENDATION:**

**MANAGEMENT REVIEW:**
Paul DeBuff, City Manager

**ATTACHMENTS:**
None

**City Council Management Report**
**Meeting Date**: 6/15/2026
**Contact**:

**AGENDA ITEM:**
Pursuant to Section 551.071 Texas Government Code - consultation with the City's attorneys to seek advice on the following matters:

- Any item on the agenda
- Negotiations and potential eminent domain action for the acquisition of real property for construction and maintenance of the North Baugh Street Extension Project to serve existing and new development in the City and for other public purposes permitted by law.

**BACKGROUND & FINDINGS:**

**FINANCIAL IMPACT:**

**RECOMMENDATION:**

**MANAGEMENT REVIEW:**
Paul DeBuff, City Manager

**ATTACHMENTS:**
None

**City Council Management Report**
**Meeting Date**: 6/15/2026
**Contact**:

**AGENDA ITEM:**
Pursuant to Section 551.072 Texas Government Code - Deliberation Regarding Real Property; A governmental body may conduct a closed meeting to deliberate the purchase, exchange, lease, or value of real property if deliberation in an open meeting would have a detrimental effect on the position of the governmental body in negotiations with a third person.

- Project Orange C-7 (Cromer)
- Deliberation regarding the purchase, exchange, lease, or value of real property to be acquired for construction and maintenance of the North Baugh Street Extension Project to serve existing and new development in the City and for other public purposes permitted by law.

**BACKGROUND & FINDINGS:**

**FINANCIAL IMPACT:**

**RECOMMENDATION:**

**MANAGEMENT REVIEW:**
Paul DeBuff, City Manager

**ATTACHMENTS:**
None

**City Council Management Report**
**Meeting Date**: 6/15/2026
**Contact**:

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

- Project Inspire (Cromer)

**BACKGROUND & FINDINGS:**

**FINANCIAL IMPACT:**

**RECOMMENDATION:**

**MANAGEMENT REVIEW:**
Paul DeBuff, City Manager

**ATTACHMENTS:**
None

**City Council Management Report**
**Meeting Date**: 6/15/2026
**Contact**:

**AGENDA ITEM:**
Consider the use of eminent domain to condemn property and consider Resolution No. R2026-0040 authorizing the filing of eminent domain proceedings for the purpose of obtaining the necessary real property interests for construction and maintenance of the North Baugh Street Extension Project to serve existing and new development in the City and for other public purposes permitted by law. (DeBuff)

**BACKGROUND & FINDINGS:**

**FINANCIAL IMPACT:**

**RECOMMENDATION:**

**MANAGEMENT REVIEW:**
Paul DeBuff, City Manager

**ATTACHMENTS:**
None