



**ALVARADO CITY COUNCIL AGENDA
REGULAR - JULY 20, 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. Recognition of Jason Horne through the presentation of a Lifesaving Award for exceptional bravery and lifesaving actions. (Rodgers)
2. Introduction of Roscoe, The Fire Therapy Dog. (Rodgers)
3. Presentation and discussion of the City of Alvarado's FY 2026 2nd Quarter Financial Report. (Cox)

MAYOR'S UPDATE

4. Johnson County Coalition. (Wheat)

CONSENT AGENDA

5. Second Reading of Resolution No. R2026-0038; 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)
6. Accept a Real Estate Purchase and Sale Agreement with the Alvarado Independent School District for the purchase of approximately 18,450 square feet of property located along N. Cummings Drive in the amount of \$35,000 for the City's N. Cummings Drive expansion project. (DeBuff, Ramachandra)
7. Consideration and action related to the awarding of a contract for paving repairs to Rene St. (Harris)
8. Consideration and action related to the approval of a payment in the amount of \$20,000 for the 2026 Johnson County Pioneer & Old Settlers Reunion to be held October 7th through October 10th, 2026. (Suber)
9. June 15, 2026, City Council Minutes. (Taylor)
10. June 22, 2026, City Council Minutes. (Taylor)

NEW BUSINESS

11. Public hearing, consideration, and action on Ordinance No. 2026-0016, An Ordinance of the City of Alvarado, Texas, Rezoning from Agricultural (A) District to General Neighborhood Mixed Use (NMU) District, on land in the I. Glaze Survey, A-313, the J.M. Ross Survey, A-737, and the J.D. Dison Survey, A-214, being approximately 20.8188 acres approximately addressed at 723 N. Cummings 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 (Reata Ranch Rezoning) (French)
12. Public hearing, consideration, and action on Ordinance No. 2026-0017, An Ordinance amending the Future Land Use Plan map in the Comprehensive Plan for the City of Alvarado. (Intersection of CR 810 and 67) (French)
13. Consideration and action related to Resolution No. R2026-0044, A Resolution of the City of Alvarado, determining costs and calling a Public Hearing to consider an ordinance levying assessments on property located within the Lone Oak Improvement Area #2 Public Improvement District and directing the publication and mailing of notice of public hearing. (Lone Oak Cost Determining Resolution) (Suber)
14. Consideration and action related to Ordinance 2026-0018; An Ordinance of the City of Alvarado, Texas, amending Division 5, "Speed Limits," of Article II, "Traffic Regulations," of Chapter 38, "Traffic and Vehicles," of the Code of Ordinances, by amending Section 38-129, "School Zones," by updating the school zones along a portion of FM 1807/Davis Avenue and a portion of Cummings Drive. (School Zone Update) (Suber)
15. Consider and take action on Ordinance No. 2026-0019, amending Chapter 9, "Business Regulations," of the Code of Ordinances by updating Section 9-80, "Adoption of Texas Food Establishment Rules," and adding a new Article V, "Mobile Food Vendor and Food Trucks," to establish local regulations consistent with Chapter 437B, Texas Health and Safety Code, and adopting standards for food trucks, mobile food vendors, and food truck parks within the City of Alvarado. (Hill)
16. First Reading of Resolution No. R2026-000045; A Resolution Approving Funding Participation from the Alvarado Economic Development Corporation (AEDC) for the Parkway Drive Sanitary Sewer Project, Amending the Project Budget as Necessary, and Authorizing

the Economic Development Director and/or City Manager to Execute All Necessary Documents. (Cromer)

17. First Reading of Resolution No. R2026-0046; A Resolution of the City of Alvarado, Texas, authorizing an agreement between the Alvarado Economic Development Corporation and Carrie Keeton for the historic building rehab of 103 South Friou St; establishing that this project is a business retention and downtown revitalization effort; and providing an effective date. (Cromer)
18. First Reading Resolution No. R2026-0047; A Resolution of the City of Alvarado, Texas, authorizing an amendment to the economic development agreement between the Alvarado Economic Development Corporation (AEDC) and Halfie's Rambles, LLC for a restaurant at 110 W. College Street; establishing that this project is a business retention and downtown revitalization effort; and providing an effective date. (Cromer)
19. First Reading of Resolution No. R2026-0048; A Resolution of the City of Alvarado, Texas, approving the acquisition of real property located at 100 S. Spears Street from David's Properties, LP by the Alvarado Economic Development Corporation in furtherance of Project Align; approving a lease agreement for the continued occupancy of the property by David's grocery store owned by Brookshires Brothers through the expiration of its current lease term; approving an amendment to the Alvarado Economic Development Corporation's Fiscal Year 2025-2026 Budget to provide funding for the acquisition; and providing an effective date. (Cromer)
20. Consideration and action related to Resolution No. R2026-0049; A Resolution of the City of Alvarado, Texas, requesting financial assistance from the Texas Water Development Board; authorizing the filing of an application for assistance; and making certain findings in connection therewith. (Texas Water Development Board Grant) (Harris)
21. Consideration and action related to approval of the Nominating Committee's recommendations of appointments to the Ethics Board of Review (BOR) and authorizing the City Manager to execute any agreements. (Wheat, Short, Thomas)

EXECUTIVE SESSION

22. 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

23. 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)

24. 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

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 July 14th, 2026, by 5:00 p.m. and remained so posted continuously for at least 72 hours preceding the scheduled time of said meeting.



Bobbie Jo Taylor, TRMC, MMC
City Secretary

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

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

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

ACCESSIBILITY STATEMENT

The Alvarado City Hall and Council Chamber are wheelchair accessible. The exit and parking ramps are located in the front of the building. Persons with disabilities who plan to attend this meeting and who may need auxiliary aids or services such as interpreters for persons who are deaf or hearing impaired, readers, or large print, are

requested to contact the City Secretary's Office at 817-790-3351, FAX: 817-783-7925, e-mail: taylorb@cityofalvarado.org Please call at least two (2) working days prior to the meeting so that appropriate arrangements can be made.

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



City Council Management Report

Meeting Date: 7/20/2026

Contact: John Rodgers, Fire Chief

AGENDA ITEM:

Recognition of Jason Horne through the presentation of a Lifesaving Award for exceptional bravery and lifesaving actions. (Rodgers)

BACKGROUND & FINDINGS:

On 7/4/26, at Lake Alvarado, off-duty Midlothian Firefighter, Jason Horne, is being honored for saving multiple victims from drowning. By all accounts, FF Horne rescued 3 small children from entrapment under a capsized vessel and physically revived their unresponsive bodies.

FINANCIAL IMPACT:

I plan on spending around \$200.00-\$300.00 of COAFD budget funds on awards and a good gesture gift.

RECOMMENDATION:

MANAGEMENT REVIEW:

Paul DeBuff, City Manager

ATTACHMENTS:

None



City Council Management Report

Meeting Date: 7/20/2026

Contact: John Rodgers, Fire Chief

AGENDA ITEM:

Introduction of Roscoe, The Fire Therapy Dog. (Rodgers)

BACKGROUND & FINDINGS:

In the spirit of mental health and overall first responder wellness, the AFD has acquired "Roscoe" and had him trained to support our Alvarado & Johnson County personnel. Firefighter Amy Garay will be on hand to introduce Roscoe and give a brief presentation on the program.

FINANCIAL IMPACT:

The training was roughly \$10,000.00 and was paid solely by grant funds. The AFD budget did pay for a fire station kennel at a cost of approximately \$130.00.

RECOMMENDATION:

MANAGEMENT REVIEW:

Paul DeBuff, City Manager

ATTACHMENTS:

1. Roscoe





City Council Management Report

Meeting Date: 7/20/2026

Contact: Laura Cox, Chief Financial Officer

AGENDA ITEM:

Presentation and discussion of the City of Alvarado's FY 2026 2nd Quarter Financial Report.
(Cox)

BACKGROUND & FINDINGS:

Financial reports are prepared each quarter for the General Fund, Water and Sewer Fund, Hotel Occupancy Tax Fund and Alvarado Economic Development Corporation Fund. Attached are copies of the unaudited reports for the period ending March 31, 2026. This report includes actual figures from the prior fiscal year for comparison.

FINANCIAL IMPACT:

RECOMMENDATION:

MANAGEMENT REVIEW:

Paul DeBuff, City Manager

ATTACHMENTS:

1. FY2026 Q2 Financial Report



City of Alvarado

Quarterly Financial Report

***For the Period Ended March 31, 2026
(Unaudited)***

Prepared by: City of Alvarado Finance Department



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

To: Paul DeBuff, City Manager

From: Laura Cox, Chief Financial Officer

Re: Second Quarter Financial Review

Date: 6/26/2026

This is the second quarter report for the 2025-2026 fiscal year. Revenues and expenditures reflect activity from October 1, 2025 through March 31, 2026 or 50 percent of the fiscal year.

GENERAL FUND

- Fiscal year-to-date revenue totals \$8.3 million, which is 66.0 percent of the overall budget amount. Sales tax collections on this report reflect four months (October to January) since the funds are received two months after the month to which they pertain. In other words, the sales taxes collected on October sales were received in December. Based on a 3-year historical trend, the City collects 31.4 percent for the months of October through January and 47.8 percent for the months of October through March. Including the amounts received for February and March that will be reflected on the third quarter report, sales tax collections are tracking approximately \$80K below budget.
- Fiscal year-to-date expenditures and transfers total approximately \$6.1 million, which is 49.0 percent of budget. All departments are on pace with or below their respective budgets for fiscal year 2026. The actual expenditures in the Administration department include payments to a third-party for infrastructure inspections that are paid for by developers and pass through the City. These expenditures are offset by revenues in Licenses & Permits.

HOTEL OCCUPANCY TAX (HOT) FUND

- Revenues through the second quarter total approximately \$141 thousand, 19.3 percent of the fiscal year 2026 budget. Hotel occupancy tax collections are 32.5 percent of budget for four to five months of collections. Receipts are one to two months in arrears since hoteliers remit in the month following the hotel stays. Including the amounts

Member Texas Municipal League

(continued) **HOTEL OCCUPANCY TAX (HOT) FUND**

received for March (and possibly February) that will be reflected on the third quarter report, hotel occupancy taxes are 44.7 percent of budget.

- Hotel Occupancy Tax Fund expenditures of \$233 thousand are 31.8 percent of budget due to timing of events.

UTILITY FUND

- Operating revenue through the second quarter totals \$2.6 million, or 39.8 percent of the fiscal year 2026 budget. Water revenues for six months are at 41.8 percent of the fiscal year 2026 budget and sewer revenues are at 44.3 percent of the fiscal year 2026 budget. The year-to-date revenue is higher than the prior year; however, the percent of budget is slightly lower than the prior year.
- Operating expenses through the second quarter total approximately \$2.8 million, or 42.5 percent of the fiscal year 2026 budget. Expenses are on pace with or under budget for fiscal year 2026.

ECONOMIC DEVELOPMENT CORPORATION FUND

- Fiscal year-to-date revenue totals \$200 thousand, which is 15.1 percent of the overall budget amount. The low revenue percentage is due to the planned utilization of fund balance of \$752,785, which is 56.7 percent of total budgeted revenues. Sales tax collections on this report reflect four months (October to January) since the funds are received two months after the month to which they pertain. In other words, the sales taxes collected on October sales were received in December. Based on a 3-year historical trend, the City collects 31.4 percent for the month of October through January and 47.8 percent for the months of October through March. Including the amounts received for February and March that will be reflected on the third quarter report, sales tax collections are tracking approximately \$13K below budget.
- Fiscal year-to-date expenditures and transfers total approximately \$233 thousand, which is 31.8 percent of budget due to the timing of projects.

CITY OF ALVARADO
GENERAL FUND
FY2026 QUARTERLY STATEMENT OF REVENUES AND EXPENDITURES COMPARED TO BUDGET
With Comparative Information from Prior Fiscal Year

CATEGORY	FY 2024-25 ACTUAL PRIOR YEAR	FY 2025-26 REVISED BUDGET	FY 2025-26 ACTUAL YTD*	ACTUAL YTD as a % of Budget
Revenues:				
Ad Valorem taxes:				
Current Ad Valorem Tax	4,620,853	4,573,030	4,722,078	103.3%
Delinquent Ad Valorem Tax	46,261	32,000	67,592	211.2%
Tax Penalties & Interest	38,409	29,000	42,506	146.6%
Non-property taxes:				
Sales Tax	3,016,415	3,083,400	948,778	30.8%
Mixed Beverage Tax	873	500	1,702	340.4%
Franchise Fees	620,737	588,876	406,522	69.0%
Licenses & Permits	926,839	832,200	723,963	87.0%
Fines & Forfeitures	814,380	1,400,000	570,239	40.7%
Intergovernmental:				
ESD Payments	360,774	369,072	184,536	50.0%
ESD Response fee	-	-	-	100.0%
ESD Incentives	297,701	365,625	222,003	60.7%
Grants Revenue	-	-	-	100.0%
Misc. Incentives	642	-	-	100.0%
Service Charges	46,354	45,000	25,411	56.5%
Interest earnings	633,195	485,000	149,943	30.9%
Other	330,326	305,739	212,867	69.6%
Planned utilization of FB	491,759	429,095	-	0.0%
Total Revenues	12,245,518	12,538,537	8,278,140	66.0%

* Unaudited - information subject to change

CITY OF ALVARADO
GENERAL FUND
FY2026 QUARTERLY STATEMENT OF REVENUES AND EXPENDITURES COMPARED TO BUDGET
With Comparative Information from Prior Fiscal Year

CATEGORY	FY 2024-25 ACTUAL PRIOR YEAR	FY 2025-26 REVISED BUDGET	FY 2025-26 ACTUAL YTD*	ACTUAL YTD as a % of Budget
Expenditures:				
General Government:				
Administration	946,613	696,301	744,849	107.0%
Community Development	643,916	882,073	363,010	41.2%
Non-Departmental	1,225,857	1,094,251	591,660	54.1%
City Secretary	180,678	205,981	92,523	44.9%
Human Resources	115,424	160,840	63,908	39.7%
Finance	416,526	430,655	192,065	44.6%
Public Safety:				
Police	3,328,760	3,550,824	1,764,554	49.7%
Police CVE	286,749	317,570	134,288	42.3%
Municipal Court	435,752	510,760	247,753	48.5%
Fire	2,852,873	3,383,007	1,426,040	42.2%
Animal Control	223,933	253,460	99,123	39.1%
City Marshal	8,987	101,630	4,468	4.4%
Public Safety:				
Streets & Drainage	734,925	187,565	90,810	48.4%
Culture & Recreation:				
Library	226,455	283,590	131,759	46.5%
Senior Services	3,981	5,760	678	11.8%
Park Maintenance	614,089	474,270	200,260	42.2%
Total Expenditures	12,245,518	12,538,537	6,147,748	49.0%
Excess/(deficiency) of revenues				
over/(under) expenditures	-	-	2,130,392	

* Unaudited - information subject to change

CITY OF ALVARADO
HOTEL OCCUPANCY TAX FUND
FY2026 QUARTERLY STATEMENT OF REVENUES AND EXPENDITURES COMPARED TO BUDGET
With Comparative Information from Prior Fiscal Year

CATEGORY	FY 2024-25 ACTUAL PRIOR YEAR	FY 2025-26 REVISED BUDGET	FY 2025-26 ACTUAL YTD*	ACTUAL YTD as a % of Budget
Operating revenues:				
Hotel/Motel occupancy taxes	391,903	400,000	130,079	32.5%
Interest earnings and miscellaneous	25,171	25,000	11,292	45.2%
Miscellaneous Income	-	50,000	-	0.0%
Donations	-	-	50	100.0%
Planned utilization of FB	49,054	259,609	-	0.0%
Total Operating Revenues:	466,128	734,609	141,421	19.3%
Operating expenses:				
Personnel costs	187,254	175,805	62,173	35.4%
Contractual services	25,267	13,225	6,011	45.5%
General services:				
Supplies	1,443	25,575	2,486	9.7%
Marketing	1,987	20,000	874	4.4%
Grants	-	5,000	1,500	30.0%
Fall Festival	14,606	15,000	11,909	79.4%
Magical Old Town Christmas	31,218	45,000	46,689	103.8%
Spring Event	53,385	50,000	50,345	100.7%
July 4th Event	50,000	50,000	11,966	23.9%
JCPOSR	25,000	20,000	-	0.0%
Movie Screening Series	4,847	5,000	371	7.4%
Landscaping	29,700	10,000	1,084	10.8%
Maintenance	1,170	1,750	338	19.3%
Capital outlay	21,508	270,000	23,550	8.7%
Other expenses	18,743	28,254	14,127	50.0%
Total Operating Expenses:	466,128	734,609	233,423	31.8%
Excess/(deficiency) of revenues				
over/(under) expenditures	-	-	(92,002)	

* Unaudited - information subject to change

CITY OF ALVARADO
WATER/SEWER FUND
FY2026 QUARTERLY STATEMENT OF REVENUES AND EXPENDITURES COMPARED TO BUDGET
With Comparative Information from Prior Fiscal Year

CATEGORY	FY 2024-25 ACTUAL PRIOR YEAR	FY 2025-26 REVISED BUDGET	FY 2025-26 ACTUAL YTD*	ACTUAL YTD as a % of Budget
Operating revenues:				
Water Service	2,516,526	2,917,060	1,218,821	41.8%
Sewer Service	2,073,255	2,332,120	1,032,737	44.3%
Interest Income and other	992,847	723,660	372,383	51.5%
Planned utilization of FB	191,117	617,707	-	0.0%
Total Operating Revenues:	5,773,745	6,590,547	2,623,941	39.8%
Operating expenses:				
Personnel costs	1,134,583	1,289,846	525,989	40.8%
Contractual services:				
Purchased water expense	1,602,967	1,855,000	706,604	38.1%
Other services	801,706	876,108	583,192	66.6%
General services	278,795	406,330	136,888	33.7%
Maintenance	247,424	437,510	204,731	46.8%
Capital outlay	7,471	-	-	100.0%
Other expenses	250,632	216,022	107,995	50.0%
Debt service	1,450,167	1,509,731	537,366	35.6%
Total Operating Expenses:	5,773,745	6,590,547	2,802,765	42.5%
Net Change in Working Capital	-	-	(178,824)	

* Unaudited - information subject to change

CITY OF ALVARADO
ALVARADO ECONOMIC DEVELOPMENT CORPORATION FUND
FY2026 QUARTERLY STATEMENT OF REVENUES AND EXPENDITURES COMPARED TO BUDGET
With Comparative Information from Prior Fiscal Year

CATEGORY	FY 2024-25 ACTUAL PRIOR YEAR*	FY 2025-26 REVISED BUDGET	FY 2025-26 ACTUAL YTD*	ACTUAL YTD as a % of Budget
Operating revenues:				
Sales taxes	505,959	513,900	159,175	31.0%
Interest earnings and miscellaneous	74,099	60,000	41,261	68.8%
Planned utilization of FB	-	752,785	-	0.0%
Total Operating Revenues:	580,058	1,326,685	200,436	15.1%
Operating expenses:				
Personnel costs	172,128	204,076	95,690	46.9%
Contractual services	103,615	142,901	60,533	42.4%
General services	35,573	111,400	33,342	29.9%
Maintenance	1,042	26,400	8,162	30.9%
Capital outlay:				
EDC Grants	40,415	150,000	16,011	10.7%
Special Purpose Equipment	64,983	-	15,958	100.0%
Pecan Orchard	-	250,000	-	0.0%
EDC Signage	-	-	5,230	100.0%
Capital outlay	5,279	40,000	302,449	756.1%
Other expenses:				
Downtown Refresh Initiative	-	80,000	10,200	12.8%
Projects	-	-	-	100.0%
Incentives	-	80,000	-	0.0%
Administrative costs	31,063	77,014	25,993	33.8%
Debt service transfers	-	164,894	52,954	32.1%
Total Operating Expenses:	454,098	1,326,685	626,522	47.2%
Net Change in Fund Balance	125,960	-	(426,086)	

* Unaudited - information subject to change



City Council Management Report

Meeting Date: 7/20/2026

Contact:

AGENDA ITEM:

Johnson County Coalition. (Wheat)

BACKGROUND & FINDINGS:

FINANCIAL IMPACT:

RECOMMENDATION:

MANAGEMENT REVIEW:

Paul DeBuff, City Manager

ATTACHMENTS:

None



City Council Management Report

Meeting Date: 7/20/2026

Contact: Hillary Cromer, Director of Economic Development

AGENDA ITEM:

Second Reading of Resolution No. R2026-0038; 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 and the

First Reading was completed at the June 15 City Council meeting. 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 recommend approval of Resolution No. R2026-0038 approving the Amended Performance Agreement between the Alvarado Economic Development Corporation and Lambert & Green, LLC.

MANAGEMENT REVIEW:

Paul DeBuff, City Manager

ATTACHMENTS:

1. Amended Agreement
2. Resolution No. R2026-0038

**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

RESOLUTION NO. 2026-0038

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



City Council Management Report

Meeting Date: 7/20/2026

Contact: Paul DeBuff, City Manager

AGENDA ITEM:

Accept a Real Estate Purchase and Sale Agreement with the Alvarado Independent School District for the purchase of approximately 18,450 square feet of property located along N. Cummings Drive in the amount of \$35,000 for the City's N. Cummings Drive expansion project. (DeBuff, Ramachandra)

BACKGROUND & FINDINGS:

The City intends to use the Property exclusively for public purposes as part of its ongoing North Cummings Drive Expansion Project. The project will transform the existing two-lane, non-curbed asphalt roadway with open drainage ditches into a modern, functional arterial roadway. Improvements include widening the roadway from one lane in each direction to two lanes in each direction, installing curb and gutter, constructing sidewalks to enhance pedestrian accessibility and safety, adding dedicated turning lanes, improving drainage infrastructure, and completing other related roadway improvements.

FINANCIAL IMPACT:

The purchase price is \$35,000.00

RECOMMENDATION:

Approval

MANAGEMENT REVIEW:

Paul DeBuff, City Manager

ATTACHMENTS:

1. Purchase and Sale Agreement.FINAL 06 10 26
2. Warranty Deed.FINAL 06 10 26. docx

REAL ESTATE PURCHASE AND SALE AGREEMENT

BASIC AGREEMENT TERMS SUMMARY

Seller	Alvarado Independent School District
Buyer	City of Alvarado
Property	An approximate 18,450 square feet of property along N Cummings consisting of four (4) tracts as described in more particularity in Exhibit A, attached hereto and incorporated herein.
Purchase Price	Thirty-five thousand dollars and No/100 (\$ 35,000.00) in total.
Due Diligence Period	As set forth in Section 2.3.1.
Seller's Notice Address	Alvarado Independent School District 110 Bill Jackson Drive Alvarado, Texas 76009 Attn: Mark Ratcliff, Assistant Superintendent With a copy to: Steven H. Weller Bickerstaff Heath Delgado Acosta LLP Two Barton Skyway, 1601 S. MoPac Expy, Suite C400 Austin, Texas 78746 Email: steven.weller@bickerstaff.com
Buyer's Notice Address	City of Alvarado 104 West College Street Alvarado, Texas 76009
Title Company	

THIS REAL ESTATE PURCHASE AND SALE AGREEMENT (this “**Agreement**”) is entered into and made effective as of the date this Agreement has been fully executed by the Parties as reflected on the signature page (the “**Effective Date**”), by and between Seller and Buyer. Seller and Buyer may be individually referred to as a “**Party**” and collectively referred to as the “**Parties.**”

RECITALS:

WHEREAS Seller is the owner of Property (as defined herein) consisting of real (immovable) property and improvements consisting of four (4) tracts of land containing an approximate 18,450 square feet located along North Cummings Drive in Alvarado, Texas; and

WHEREAS Buyer is a municipality and political subdivision under the laws of the state of Texas; and

WHEREAS Seller is a public independent school district and political subdivision under the laws of the state of Texas; and

WHEREAS Buyer intends to use the Property solely for publicly beneficial purposes as part of an ongoing City project to expand North Cummings Drive, transforming it from a one-lane (in each direction), non-curbed asphalt roadway (with open drainage ditches) into a more modern, functional arterial, including a widening of the roadway from one-lane to two (in each direction), installation of sidewalks to enhance pedestrian accessibility and safety, addition of turning lanes and other improvements; and

WHEREAS the Deed (as defined herein) will include a possibility of reverter providing that the Property must be used solely and expressly for public purposes.

NOW THEREFORE, the Parties hereby agree as follows:

1. Sale of the Property.

1.1 Property. Seller is the owner of the land (as more particularly depicted and described on Exhibit A), which includes: (i) all improvements, buildings and fixtures located on the Land, any and all exterior shrubs, trees, timber, plants and landscaping on the land (collectively, the “**Improvements**”); (ii) all easements, rights of way, hereditaments and any and all other rights appurtenant thereto; and (iii) all general intangibles, contract rights, agreements, entitlements, permits, licenses, warranties, claims, plans, specifications, certificates of occupancy and all similar rights related to the land. The land and Improvements, and such other property and rights described above are hereinafter collectively referred to as the (“**Property**”).

1.2 Sale. Seller agrees to bargain, sell, grant, convey and deliver the Property to Buyer, and Buyer agrees to purchase and accept the Property from Seller, for the price and on the terms and conditions set forth herein.

2. Price and Payment, Closing.

2.1. Purchase Price. The Purchase Price of Thirty-five thousand dollars and No/100 (\$ 35,000.00) in total shall be payable by Buyer to Seller at Closing (as hereinafter defined). Payment

of the Purchase Price shall be by wire transfer, certified or bank cashier's check, attorney's trust account check or other mutually acceptable transfer.

2.2. Closing. The consummation of the transactions contemplated by this Agreement with respect to the Property (the "**Closing**") shall take place on or before [date] (the "**Closing Date**"), in the offices of the Title Company (if also acting as the escrow agent), or such other place as is mutually agreeable to Buyer and Seller. TIME IS OF THE ESSENCE FOR THE CLOSING DATE. At any time prior to the Closing, if Buyer desires to close before the Closing Date, Buyer and Seller hereby agree to close on such earlier date specified by Buyer in a written notice sent to Seller at least fifteen (15) days prior to the earlier closing date specified by Buyer.

2.3. Due Diligence; Survey; Environmental Audit.

2.3.1. Due Diligence.

(a) The Due Diligence Period shall commence on the Effective Date and continue until such time as Buyer either terminates this Agreement or until Closing.

(b) During the Due Diligence Period, Buyer shall have the right to determine, in Buyer's sole and absolute discretion, whether the Buyer's proposed purchase and use of the Property is economically and otherwise feasible. In addition, Buyer shall also be entitled to: (i) examine title to and the survey of the Property, (ii) conduct such other testing of the Property as Buyer shall deem reasonably necessary in its sole discretion, including without limitation, one or more environmental audits, and (iii) physically inspect and review the Property, which investigation shall be of such scope as Buyer shall determine.

(c) Buyer shall conduct all such inspections, surveying, and other testing of the Property in a good and workmanlike manner. Buyer shall, at Buyer's expense, promptly repair any damage to the Property directly caused by Buyer's or Buyer's contractor's entry and on-site inspections, normal wear and tear excepted.

(d) Seller shall cooperate in good faith with Buyer in facilitating Buyer's investigation of the Property. Buyer and its agents, employees or consultants may access the Property to inspect each and every part thereof at any time during the Due Diligence Period, provided that Buyer shall provide Seller with twenty-four (24) hours' advanced telephonic or written notice of any planned instances of access. Buyer and its agents or consultants shall be entitled to contact all parties which currently contract with Seller with respect to the Property. In addition, Seller shall deliver or make available to Buyer as soon as is practicable and not later than ten (10) business days after the Effective Date with respect to the Property all documents and other information relating to the Property in Seller's possession or control, including all: surveys; environmental assessments; geological studies; leases, contracts, licenses or other agreements; easements benefiting or encumbering the Property; governmental permits; correspondence with governmental agencies (including violation notices); correspondence with persons or entities alleging damage or injury arising out of or related to the condition of the Property; title documents; and any and all reports, inspections, and studies relative to the physical (including environmental) condition of the Property (the "**Due Diligence Items**").

(e) Buyer is hereby authorized to undertake direct discussions and/or negotiations with any governmental entity or other agency, body or organization that has jurisdiction over the Property (including, without limitation, any city, county, State, or federal agency) (collectively, the

“Agencies”) regarding Buyer’s intended use thereof. Seller agrees to reasonably cooperate with Buyer in such discussions and/or negotiations and if required by the Agencies, will execute any written authorizations, applications and other documents which are consistent with this Section 2.3.1(e).

(f) If Buyer determines, in its sole discretion, for any or no reason, that the Property is unsuitable for its purposes or that Buyer’s proposed acquisition of the Property is not economical, otherwise feasible, in the best interest of Buyer, then Buyer shall have the right to terminate this Agreement by delivery of written notice to Seller prior to the expiration of the Due Diligence Period (a “**Termination Notice**”) to Seller. This termination shall be a Permitted Termination (as provided herein) and the Parties will have no further obligations hereunder.

2.3.2 Survey. Within thirty (30) days of the Effective Date, Buyer may obtain a survey (the “**Survey**”) of the Land to be prepared by a surveyor registered and licensed in the State which shall include such detail as Buyer shall determine, in Buyer’s sole discretion. The Survey shall set forth and conclusively establish the metes and bounds legal description of the Land, being the total Acreage of the Land to be purchased. If the Land is not shown as a separate lot on an accurate, governmentally approved subdivision plat of the Land of public record, the Survey shall be used for the description of the Land set forth in the deed of conveyance and in all other documents related to this transaction which require a legal description.

2.4. Delivery of Documents.

2.4.1. Deliveries at Closing. At Closing, Seller shall deliver to Buyer:

(a) A Special Warranty Deed (the “**Deed**”) in form and content reasonably satisfactory to Buyer conveying good and clear record, indefeasible, marketable and insurable fee simple title to such of the Property as constitutes real property and is capable of being transferred by deed, free and clear of any lien, encumbrance or exception other than the Permitted Exceptions (defined below), but subject to a reservation of all oil and gas or other minerals or byproducts, and subject to a possibility of reverter providing that the Property must be used solely for publicly beneficial purposes, which may include as part of an ongoing City project to expand North Cummings Drive, transforming it from a one-lane (in each direction), non-curbed asphalt roadway (with open drainage ditches) into a more modern, functional arterial, including a widening of the roadway from one-lane to two (in each direction), installation of sidewalks to enhance pedestrian accessibility and safety, addition of turning lanes and other improvements.

(b) All affidavits other documentation needed to consummate the sale, including, without limitation, evidence of the authority of Seller or anyone executing documents on behalf of Seller to consummate the transactions contemplated herein, as may be reasonably necessary to ensure that Title Company can issue the Title Policy in accordance with Section 2.6(a);

(c) Any other documents reasonably required or customary for closings of the sale of commercial real estate in the state of Texas.

2.4.2. Buyer’s Deliveries at Closing. At Closing, Buyer shall deliver to Seller the Purchase Price, and a closing statement duly executed by Buyer, setting forth the prorations and adjustments required by this Agreement or otherwise agreed to by Buyer and Seller.

2.5. Closing Expenses and Costs.

2.5.1. Seller's Costs. Seller shall pay the following: (a) the costs of preparation of the Deed and the other documents to be delivered by Seller; (b) one-half of all documentary transfer taxes or other fees levied by state or local authorities on the Deed or in connection with Closing and transfer of title, unless otherwise required by law; and (c) the fees associated with all other documents required to be recorded by Seller to deliver title as required herein.

2.5.2. Buyer's Costs. Buyer shall pay the following: (a) one-half of all documentary transfer taxes or other fees levied by state or local authorities on the Deed or in connection with Closing and transfer of title, unless otherwise required by law; (b) the closing and escrow fees charged by the Title Company; (c) the Deed recording fee; (d) the costs of obtaining any Survey, title insurance commitment, and Title Policy; and (e) the costs of any other environmental audit and other due diligence reports required by Buyer.

2.5.3. Other Expenses. Except as otherwise provided herein, each Party hereto agrees to bear its own expenses, including but not limited to, their own respective attorney's fees, travel, and advisors' fees.

2.6. Conditions Precedent to Buyer's Obligation. Buyer's obligation to perform under this Agreement is subject to and contingent upon the satisfaction of each and every one of the conditions of this Section 2.6. In the event that any of the below conditions is not satisfied at or prior to the Closing Date, Buyer may terminate this Agreement, which termination shall be a Permitted Termination as provided in this Agreement. Unless specifically stated otherwise, conditions to obligations hereunder are for the benefit of Buyer and may be waived in writing by Buyer:

(a) Buyer shall cause the Title Company to deliver to Buyer at Closing (or be irrevocably committed to issue at Closing) an ALTA Owner's Policy of Title Insurance (the "**Title Policy**"), with extended coverage (i.e., with the standard pre-printed exceptions deleted), issued by the Title Company as of the date and time of the recording of the Deed, in the amount of the Purchase Price, insuring Buyer as owner of good, marketable and indefeasible fee simple title to the Property, subject only to those exceptions which are acceptable to Buyer in Buyer's sole discretion (the "**Permitted Exceptions**"), and including such reasonable and customary endorsements as Buyer may require. In no event shall the Title Policy take exception for any liens of an ascertainable monetary amount, including, without limitation, mortgages, deeds of trust and other instruments securing financings, mechanic's liens, judgement liens and liens for delinquent taxes (collectively, "**Monetary Liens**"), and Seller agrees to fully pay, satisfy and release all Monetary Liens at or prior to Closing;

(b) Buyer shall have obtained the Survey, if so elected by Buyer, showing and certifying to the effect that (i) the boundary lines of the Property close; (ii) no improvements to the Property encroach upon adjoining property and no improvements to adjoining property encroach upon the Property; (iii) the boundaries of the Property, as shown on the Survey, are consistent with its boundaries as indicated by the description attached as Exhibit A to this Agreement; and (iv) the Property has access to a public right of way and utility lines necessary for Buyer's intended use of the Property, either directly, by means of an existing irrevocable recorded easement benefiting the Property or a utility company.

(c) The truth and accuracy in all material respects, as of Closing, of the representations and warranties of Seller contained in this Agreement, and Seller's fulfillment of its other obligations hereunder within the time periods set forth herein.

2.7. Right of Assignment. Neither Party shall be entitled to assign its right, title and interest under this Agreement without the consent of the other Party to any person or entity.

3. Representations and Warranties of Seller. Seller hereby makes the following representations and warranties to Buyer, all of which shall be true and correct as of the Effective Date and as of the Closing Date:

3.1. No Violation or Other Governmental Action Affecting the Property. Except as disclosed in the Due Diligence Items, no notice has been served on or delivered to Seller with respect to the Property, or the use of the Property, from any entity, governmental body, or individual claiming any violation of any federal, state and local fire, zoning, health, environmental, subdivision, building, labor, earthquake or any other federal, state or local codes, laws, rules and regulations or demanding payment or contribution for environmental damage. Seller is not aware of any pending or threatened actions or governmental proceedings concerning condemnation, eminent domain, zoning change, rent control, required environmental remedial action or otherwise, to which Seller or the Property is subject that would adversely affect the Property. Seller has no understanding or agreement with any taxing or assessing authority respecting the imposition or deferment of any taxes or assessments respecting the Property. Seller has not received any notice of proposed curtailment of utility services to the Property. The Property has permanent access to a public street or other public right of way.

3.2. Suits, Actions, Etc. There are no suits, actions or arbitrations, or legal, administrative, or other proceedings or governmental investigations, formal or informal, pending or threatened, which relate to the Property or to its prior operation, which affect the Property, which would limit Buyer's, its successors' or assigns' full use and enjoyment of the Property, which would in any way be binding upon Buyer or its successors or assigns or which would limit or restrict in any way Seller's right or ability to enter into this Agreement and consummate the transactions described herein.

3.3. No Conflict. This Agreement has been duly and properly executed on behalf of Seller, and neither the execution and delivery of this Agreement nor the consummation of the transactions contemplated hereby will result in a default under (or an event that, with notice or the passage of time or both, would constitute a default), a violation or breach of, a conflict with, a right of termination of, or an acceleration of indebtedness under or performance required by, any note, indenture, license, lease, franchise, mortgage, deed of trust or other instrument or agreement to which Seller is a party or by which Seller or Seller's property, including without limitation any of the Property, is bound.

3.4. Hazardous Materials. To the best of Seller's knowledge without further investigation, no hazardous or toxic wastes, substances, materials, pollutants, nor any asbestos or petroleum-based products (collectively, "**Hazardous Materials**") are now located on, under, or at the Property. To the best of Seller's knowledge without further investigation, neither Seller nor, any other person, has ever caused or permitted any Hazardous Materials to be placed, held, located or disposed of on, under or at the Property or any part thereof. To the best of Seller's knowledge without further investigation, no part of the Property is being used or has ever been used for the

disposal, storage, treatment, processing, manufacturing or other handling of Hazardous Materials; and to the best of Seller's knowledge without further investigation, no part of the Property is affected by any Hazardous Materials contamination. Seller knows of no investigation, administrative order, consent order and agreement, litigation or settlement with respect to Hazardous Materials or Hazardous Materials contamination proposed, threatened, anticipated or in existence with respect to the Property. Seller has no knowledge that the Property is currently on or has ever been on, any federal or state "Superfund" or "Superlien" list. To the best of Seller's knowledge without further investigation, there are no underground storage tanks on the Property.

3.5. Seller Authorization. Seller has full power and authority to execute and deliver this Agreement and the documents contemplated hereby and to consummate the transaction contemplated hereby, and Seller's performance of this Agreement and the transaction contemplated hereby have been duly authorized by all requisite action on the part of Seller and the individuals executing this Agreement and the documents contemplated hereby on behalf of Seller have full power and authority to legally bind Seller.

4. Covenants and Interim Responsibilities of Seller. Seller agrees that during the period between the Effective Date and the Closing Date:

(a) Seller will not cause or permit any action to be taken which would cause any of Seller's representations or warranties set forth in Section 3 to be materially untrue as of Closing. Seller agrees to immediately notify Buyer in writing of any event or condition which occurs prior to Closing hereunder which could cause a change in the facts related to, or the truth of, any of Seller's representations set forth in Section 3. If Seller delivers such a notice, Buyer shall have the right, within thirty (30) business days after receiving such notice from Seller, to terminate this Agreement which shall be a Permitted Termination;

(b) Seller will not alter the Land in any material respect or construct any permanent buildings or structures thereon and shall maintain the Property in substantially the same condition existing as of the Effective Date, ordinary wear and tear excepted;

(c) as and when Seller receives or discovers any action, information or documentation required to be delivered to Buyer under this Agreement, it will immediately deliver same to Buyer;

5. Brokerage Commissions. Both Parties represent that no brokers were used in this transaction.

6. Possession and Condition of the Property. Full possession of the Property, free and clear of all tenants and occupants is to be delivered at the time for delivery of the Deed, the Property to be then in reasonably clean condition, free of fixtures not included in the sale, and otherwise in the same condition as they are on the Effective Date, reasonable use and wear thereof excepted. Buyer shall be entitled personally to inspect the Property within twenty-four (24) hours prior to the Closing Date in order to determine whether the condition thereof complies with the terms of this paragraph.

7. Risk of Loss. All risk of loss with respect to the Property shall remain with Seller until Closing occurs. Seller agrees to give Buyer prompt notice of any fire or other casualty affecting the Property between the Effective Date and the Closing Date. If, prior to the Closing Date, there shall occur damage to the Property caused by fire or other casualty, then Buyer may at

its option terminate this Agreement by notice to Seller within thirty (30) days after Buyer has received the notice referred to above or at Closing, whichever is earlier, and such termination shall be deemed a Permitted Termination under this Agreement. If Buyer does not elect to terminate this Agreement, then Closing shall take place as provided herein, Seller shall assign to Buyer all rights to insurance proceeds and claims available as a result of such destruction or damage, Seller shall pay to Buyer at Closing the applicable deductible amount under Seller's insurance policies, and Buyer shall purchase the Property subject to such destruction or damage.

8. Termination, Default and Remedies.

8.1 Permitted Termination. If this Agreement is terminated by Buyer pursuant to a right given it to do so hereunder (herein referred to as a "**Permitted Termination**"), this Agreement shall thereafter be null and void.

8.2 Default by Seller.

(a) Seller shall be in default hereunder if any of Seller's warranties or representations set forth herein are untrue or inaccurate in any material respect when made or at Closing, or if Seller shall fail or refuse to meet, comply with or perform any covenant, agreement, or obligation within the time limits and in the manner required in this Agreement.

(b) In the event of a default by Seller hereunder for any reason other than a default by Buyer hereunder and Seller shall not have cured such default within five (5) business days after notice of such default from Buyer, Buyer may, at Buyer's sole option, do any of the following:

(i) terminate this Agreement by written notice delivered to Seller at or prior to Closing and upon receipt of such notice this Agreement shall terminate and thereafter become null and void; or

(ii) enforce specific performance of this Agreement against Seller.

8.3 Default by Buyer. Buyer shall be in default hereunder if Buyer shall fail to deliver at Closing any of the items required of Buyer for any reason other than as a result of a default by Seller hereunder or due to a Permitted Termination. In the event of a default by Buyer hereunder for any reason other than as a result of a default by Seller hereunder and Buyer shall not have cured such default within five (5) business days after notice of such default from Seller, Seller, as Seller's sole and exclusive remedy for such default, shall be entitled to terminate this Agreement by notice to Buyer. Upon any such termination, neither Party shall have any further rights or obligations regarding this Agreement other than any obligations that expressly survive closing or termination. Seller hereby specifically waives and relinquishes any and all other rights and remedies, at law or in equity, that Seller may have, including, but not limited to, specific performance.

9. Miscellaneous.

9.1 Notices. All notices, demands, requests, consents, approvals or other communications (the "**Notices**") required or permitted to be given by this Agreement shall be in writing and shall be either hand-delivered, or sent via email, or by Federal Express or other regularly scheduled overnight courier or sent by United States mail, registered or certified with return receipt requested, properly addressed and with the full postage prepaid. Said Notices shall be deemed received

and effective as of the time and date on which such Notice is postmarked (or, in the case of email, as of the time and date transmitted and confirmed by the sender's email server). Said Notices shall be sent to the Parties hereto at the addresses set forth in the Basic Agreement Terms Summary or at such other address as may hereafter be designated in writing by either party, or by any other method if actually received.

9.2 Entire Agreement; Amendment. This Agreement, together with all exhibits hereto and documents referred to herein, if any, constitutes the entire understanding among the Parties hereto, and supersedes any and all prior agreements, arrangements and understandings among the Parties hereto. This Agreement may not be amended, modified, changed or supplemented, nor may any obligations hereunder be waived, except by a writing signed by both Parties or as otherwise permitted herein.

9.3 Choice of Law. This Agreement and each and every related document is to be governed by, and construed in accordance with, the laws of the state of Texas and the Parties agree that venue is proper only in the state and federal courts having jurisdiction in Johnson County, Texas.

9.4 Successors. Except as otherwise provided herein, the provisions and covenants contained herein shall inure to and be binding upon the heirs, representatives, successors and permitted assigns of the Parties hereto.

9.5 Waiver. No claim of waiver, consent, or acquiescence with respect to any provision of this Agreement shall be made against any Party hereto except on the basis of a written instrument executed by or on behalf of such Party. However, the Party for whose unilateral benefit a condition is herein inserted shall have the right to waive such condition in writing.

9.6 Further Actions. Buyer and Seller agree to execute such additional documents, and take such further actions, as may reasonably be required to carry out the provisions and intent of this Agreement, and every other written agreement or document relating hereto, or entered into in connection herewith.

9.7 Method of Execution; Counterparts. Seller and Buyer may deliver executed signature pages to this Agreement by facsimile transmission or PDF via email to the other Party, which facsimile or PDF copy shall be deemed to be an original executed signature page. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which taken together shall constitute but one and the same instrument.

9.8 Survival. The representations, warranties and agreements set forth in this Agreement shall survive Closing, and the same shall not be merged into the Deed or instruments of conveyance or any of the other documents or instruments executed or delivered at or after the time of Closing pursuant to or by any reason of this Agreement.

9.9 Rule of Construction. Seller and Buyer have experience with the subject matter of this Agreement, have been represented by counsel or have had an opportunity to retain counsel and have each fully participated in the negotiation and drafting of this Agreement. Accordingly, this Agreement shall be construed without regard to the rule that ambiguities in a document are to be construed against the drafter.

9.10 Timing. For purposes of this Agreement, any deadline falling on a day other than a business day shall be automatically extended to the next business day. For the purposes of this Agreement, the term “business day” means any day other than Saturday, Sunday, any federal legal holiday, or any day on which banking institutions in the county in which the Property is located, are obligated or authorized by law to close for the normal conduct of banking business.

9.11 Basic Agreement Terms Summary. References in the body of this Agreement to a portion of the Basic Agreement Terms Summary shall be deemed and construed to incorporate all the terms provided thereunder. If there is any inconsistency between the Basic Agreement Terms Summary and another portion of this Agreement, the terms of the Agreement shall control.

9.12 Governmental Approval. Notwithstanding anything to the contrary contained herein, this Agreement (and all obligations hereunder) is subject to the approval of the Alvarado ISD Board of Trustees.

9.13 Disclaimers. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT AND/OR THE OTHER DOCUMENTS AND INSTRUMENTS TO BE DELIVERED BY SELLER AT CLOSING, IT IS UNDERSTOOD AND AGREED THAT SELLER IS NOT MAKING AND HAS NOT AT ANY TIME MADE ANY WARRANTIES OR REPRESENTATIONS OF ANY KIND OR CHARACTER, EXPRESS OR IMPLIED, WITH RESPECT TO THE PROPERTY, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OR REPRESENTATIONS AS TO HABITABILITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE (OTHER THAN SELLER’S WARRANTY OF TITLE TO BE SET FORTH IN THE DEED), ZONING, TAX CONSEQUENCES, PHYSICAL OR ENVIRONMENTAL CONDITION, UTILITIES, OPERATING HISTORY OR PROJECTIONS, VALUATION, GOVERNMENTAL APPROVALS, THE COMPLIANCE OF THE PROPERTY WITH GOVERNMENTAL LAWS, THE TRUTH, ACCURACY OR COMPLETENESS OF THE PROPERTY DOCUMENTS OR ANY OTHER INFORMATION PROVIDED BY OR ON BEHALF OF SELLER TO BUYER, OR ANY OTHER MATTER OR THING REGARDING THE PROPERTY. BUYER ACKNOWLEDGES AND AGREES THAT UPON CLOSING SELLER SHALL SELL AND CONVEY TO BUYER AND BUYER SHALL ACCEPT THE PROPERTY “AS IS, WHERE IS, WITH ALL FAULTS,” EXCEPT TO THE EXTENT EXPRESSLY PROVIDED OTHERWISE IN THIS AGREEMENT. BUYER HAS NOT RELIED AND WILL NOT RELY ON, AND SELLER IS NOT LIABLE FOR OR BOUND BY, ANY EXPRESS OR IMPLIED WARRANTIES, GUARANTIES, STATEMENTS, REPRESENTATIONS OR INFORMATION PERTAINING TO THE PROPERTY OR RELATING THERETO MADE OR FURNISHED BY SELLER, THE MANAGER OF THE PROPERTY, OR ANY REAL ESTATE BROKER OR AGENT REPRESENTING OR PURPORTING TO REPRESENT SELLER, TO WHOMEVER MADE OR GIVEN, DIRECTLY OR INDIRECTLY, VERBALLY OR IN WRITING, UNLESS SPECIFICALLY SET FORTH IN THIS AGREEMENT. BUYER REPRESENTS TO SELLER THAT BUYER HAS CONDUCTED, OR WILL CONDUCT PRIOR TO CLOSING, SUCH INVESTIGATIONS OF THE PROPERTY, INCLUDING BUT NOT LIMITED TO, THE PHYSICAL AND ENVIRONMENTAL CONDITIONS THEREOF, AS BUYER DEEMS NECESSARY TO SATISFY ITSELF AS TO THE CONDITION OF THE PROPERTY AND THE EXISTENCE OR NONEXISTENCE OR CURATIVE ACTION TO BE TAKEN WITH RESPECT TO ANY HAZARDOUS OR TOXIC SUBSTANCES ON OR DISCHARGED FROM THE PROPERTY, AND WILL RELY SOLELY UPON SAME AND NOT UPON ANY INFORMATION

PROVIDED BY OR ON BEHALF OF SELLER OR ITS AGENTS OR EMPLOYEES WITH RESPECT THERETO, OTHER THAN SUCH REPRESENTATIONS, WARRANTIES AND COVENANTS OF SELLER AS ARE EXPRESSLY SET FORTH IN THIS AGREEMENT. UPON CLOSING, BUYER SHALL ASSUME THE RISK THAT ADVERSE MATTERS, INCLUDING BUT NOT LIMITED TO, CONSTRUCTION DEFECTS AND ADVERSE PHYSICAL AND ENVIRONMENTAL CONDITIONS, MAY NOT HAVE BEEN REVEALED BY BUYER'S INVESTIGATIONS, AND BUYER, UPON CLOSING, SHALL BE DEEMED TO HAVE WAIVED, RELINQUISHED AND RELEASED SELLER FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, CAUSES OF ACTION (INCLUDING CAUSES OF ACTION IN TORT), LOSSES, DAMAGES, LIABILITIES, COSTS AND EXPENSES (INCLUDING ATTORNEYS' FEES AND COURT COSTS) OF ANY AND EVERY KIND OR CHARACTER, KNOWN OR UNKNOWN, WHICH BUYER MIGHT HAVE ASSERTED OR ALLEGED AGAINST SELLER AT ANY TIME BY REASON OF OR ARISING OUT OF ANY CONSTRUCTION DEFECTS, PHYSICAL CONDITIONS, VIOLATIONS OF ANY APPLICABLE LAWS (INCLUDING ANY ENVIRONMENTAL LAWS) AND ANY AND ALL OTHER ACTS, OMISSIONS, EVENTS, CIRCUMSTANCES OR MATTERS REGARDING THE PROPERTY; PROVIDED, HOWEVER, THAT THE FOREGOING PROVISION SHALL NOT BE CONSTRUED TO LIMIT ANY REMEDY PROVIDED TO BUYER PRIOR TO CLOSING. THE PROVISIONS OF THIS SECTION 11.14 SHALL SURVIVE THE CLOSING.

IN WITNESS WHEREOF, the Parties hereto have duly executed this Agreement as of the later of the dates indicated below.

SELLER: **Alvarado Independent School District**
a Texas public independent school district

By: _____

Kenneth Estes, Superintendent of Schools

Date: _____

BUYER: **City of Alvarado**
a Texas municipality

By: _____

Paul DeBuff , City Manager

Date: _____

By its execution below, Title Company agrees to perform its other duties pursuant to the provisions of this Agreement.

TITLE COMPANY:

By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT A
Description of the Land

- Tract I: Being 911 square feet [0.0209 Acres] of land, in the J.M. Ross Survey, Abstract 737, in the City of Alvarado, Johnson, County, Texas, being part of a tract of land described in a deed to Alvarado Independent School District, recorded in volume 903, Page 415, of the Deed Records, Johnson County, Texas.
- Tract II: Being 8,468 square feet [0.1944 Acres] of land, in the J.M. Ross Survey, Abstract Number 737, in the City of Alvarado, Johnson County, Texas, being part of a tract of land described in a deed to Alvarado Independent School District, recorded in Document Number 2023-11752, of the Official Public Records, Johnson County, Texas and being part of a tract of Lot 1, Block 1, Alvarado North Addition, recorded in Document Number 2023-166, Plat Records, Johnson County, Texas.
- Tract III: Being 2,925 square feet [0.0671 Acres] of land, in the Hiram Lewis Survey, Abstract Number 516, in the City of Alvarado, Johnson County, Texas, being part of a tract of land described in a deed to Alvarado Independent School District, recorded in Volume 1000, Page 747, of the Deed Records, Johnson County, Texas.
- Tract IV: Being 6146 square feet [0.1411 Acres] of land, in the J.M. Ross Survey, Abstract Number 737, in the City of Alvarado, Johnson County, Texas, being part of a tract of land described in a deed to Alvarado Independent School District, recorded in Volume 456, Page 100, of the Deed Records, Johnson County, Texas.

SPECIAL WARRANTY DEED

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF JOHNSON §

THAT the Alvarado Independent School District (the "Grantor"), a public independent school district, for and in consideration of the sum of Ten and 00/100 Dollars (\$10.00) cash and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, paid by the City of Alvarado, Texas (the "Grantee"), a Texas municipality, subject to the provisions set forth herein, HAS GRANTED, BARGAINED, SOLD and CONVEYED, and by these presents DOES GRANT, BARGAIN, SELL and CONVEY unto Grantee all of those certain tracts of land in Johnson County, Texas (the "Land"), described on Exhibit A which is attached hereto and incorporated herein by reference for all purposes, together with all improvements and fixtures located thereon, and all interests, benefits, privileges, rights and appurtenances pertaining to such Land; save and except, however: (i) any and all oil, gas and other minerals owned by Grantor and lying under, in, on or about or constituting a part of such land and all other subsurface rights, which shall be reserved to Grantor subject to a waiver of surface rights as set forth herein; (ii) any and all visible and apparent easements and rights-of-way over or across the Land, whether of record or not; (iii) any and all existing restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and other instruments, other than conveyances of the surface fee estate, but only to the extent that they affect the Land and are shown of record in Johnson County, Texas; (iv) all reservations, restrictions, covenants and conditions contained herein; and (v) any and all zoning laws, regulations, and ordinances or municipal and other governmental authorities relating to the Land, but only to the extent that they are still in force and effect (the Land, improvements, fixtures, interests, benefits, privileges, rights and appurtenances being herein collectively referred to as the "Property").

From the date hereof, the Property shall be subject to the following restrictions:

Use: The Property may be used solely by Grantee for publicly beneficial purposes, including but not limited to, transportation, roadway, drainage, pedestrian, utility, infrastructure, and other public improvement projects. Such public purposes may include the ongoing City project to expand North Cummings Drive, transforming it from a one-lane (in each direction), non-curbed asphalt roadway (with open drainage ditches) into a more modern, functional arterial, including a widening of the roadway from one-lane to two (in each direction), installation of sidewalks to enhance pedestrian accessibility and safety, addition of turning lanes and other related improvements.

Automatic Reverter. If the Property ceases to be used for the purposes set out herein, the Property shall automatically revert to and be owned by Grantor, without the necessity of any further act on the part of Grantor, it being the intent of Grantor to convey a fee simple determinable estate to Grantee. In the event of such reversion, Grantee agrees to execute and deliver to Grantor a document in recordable form releasing all of Grantee's rights hereunder, but the failure to execute such a release shall not affect Grantor's ownership of the Property free and clear of any claims, rights, or privileges of Grantee.

Grantor hereby excepts from this deed and reserves to Grantor, its successors and assigns, all oil, gas or other minerals in, on and under and that may be taken, saved, extracted or produced from the Property and all other subsurface rights of the Property; provided, however, that Grantor does hereby expressly release and waive, on behalf of itself, and its successors or assigns, all rights of ingress and egress and all other rights of every kind and character whatsoever to enter upon, use or in any way disturb the surface of the Property or any part thereof, including, without limitation, the right to enter upon the surface of the Property for purposes of exploring for, developing, drilling, producing, transporting product, mining, treating, storing, extracting or any other purpose incident to the development or production of the oil, gas and other minerals in, on and under the Property ("Mineral Reservation"). Nothing herein contained shall ever be construed to prevent Grantor, or its successors or assigns, from developing or producing the oil, gas and other minerals in and under the Property by pooling or by directional drilling under the Property from well sites not located within the boundaries of such Property and only at a depth of no less than 500 feet below the surface of the Property.

Grantee acknowledges that Grantee has independently and personally inspected the Property. The Property is hereby conveyed to and accepted by Grantee in its present condition, "AS IS, WITH ALL FAULTS, AND WITHOUT ANY WARRANTY WHATSOEVER, EXPRESS OR IMPLIED, except where abdication of liability is expressly forbidden by applicable laws. Notwithstanding anything contained herein to the contrary, it is understood and agreed that Grantor and Grantor's agents or employees have never made and are not now making, and they specifically disclaim, any warranties, representations or guaranties of any kind or character, express or implied, oral or written, with respect to the Property, including, but not limited to, warranties, representations or guaranties as to (a) matters of title (other than Grantor's warranty of title set forth herein), (b) environmental matters relating to the Property or any portion thereof, including, without limitation, the presence of hazardous materials in, on, under or in the vicinity of the Property, (c) geological conditions, including, without limitation, subsidence, subsurface conditions, water table, underground water reservoirs, limitations regarding the withdrawal of water, and geologic faults and the resulting damage of past and/or future faulting, (d) whether, and to the extent to which the Property or any portion thereof is affected by any stream (surface or underground), body of water, wetlands, flood prone area, flood plain, floodway or special flood hazard, (e) drainage, (f) soil conditions, including the existence of instability, past soil repairs, soil additions or conditions of soil fill, or susceptibility to landslides, or the sufficiency of any undershoring, (g) the presence of endangered species or any environmentally sensitive or protected areas, (h) zoning or building entitlements to which the Property or any portion thereof may be subject, (i) the availability of any utilities to the Property or any portion thereof including, without limitation, water, sewage, gas and electric, (j) usages of adjoining property, (k) access to the Property or any portion thereof, (l) the value, compliance with the plans and specifications, size,

location, age, use, design, quality, description, suitability, structural integrity, operation, title to, or physical or financial condition of the Property or any portion thereof, or any income, expenses, charges, liens, encumbrances, rights or claims on or affecting or pertaining to the Property or any part thereof, (m) the condition or use of the Property or compliance of the Property with any or all federal, state or local ordinances, rules, regulations or laws, building, fire or zoning ordinances, codes or other similar laws, (n) the existence or non-existence of underground storage tanks, surface impoundments, or landfills, (o) any other matter affecting the stability and integrity of the Property, (p) the potential for further development of the Property, (q) the merchantability of the Property or fitness of the Property for any particular purpose, (r) the truth, accuracy or completeness of any diligence items provided by Grantor, (s) tax consequences, or (t) any other matter or thing with respect to the Property. **GRANTOR MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND TO GRANTEE, INCLUDING, WITHOUT LIMITATION, THE PHYSICAL CONDITION OF THE PROPERTY, OR ITS SUITABILITY FOR ANY PARTICULAR PURPOSE OR OF MERCHANTABILITY, AND GRANTEE IS RELYING ON ITS INVESTIGATIONS OF THE PROPERTY IN DETERMINING WHETHER TO ACQUIRE IT. THE PROVISIONS OF THIS PARAGRAPH ARE A MATERIAL PART OF THE CONSIDERATION FOR GRANTOR EXECUTING THIS SPECIAL WARRANTY DEED AND SHALL SURVIVE CLOSING.**

TO HAVE AND TO HOLD the Property unto Grantee, and Grantee's successors and assigns forever, and Grantor does hereby bind Grantor, and Grantor's successors and assigns, to WARRANT and FOREVER DEFEND, all and singular the Property unto Grantee and Grantee's successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through or under Grantor, but not otherwise, subject only to the Use Restrictions, Reservations from Conveyance, Exceptions to Conveyance and Warranty, and the Mineral Reservation.

Grantee's address is: 104 West College Street, Alvarado, TX 76009

EXECUTED to be effective this ____ day of _____, 2026.

GRANTOR:

Alvarado Independent School District, a public independent school district and political subdivision under the laws of the state of Texas

By: _____
Kenneth Estes, Superintendent of Schools

STATE OF TEXAS §
 §
COUNTY OF JOHNSON §

 This instrument was ACKNOWLEDGED before me on _____, 2026 by
Kenneth Estes, Superintendent of Schools, on behalf of the Alvarado Independent School District.

Notary Public - State of Texas

After Recording Return To:
Alvarado Independent School District
110 Bill Jackson Drive
Alvarado, Texas 76009
Attn: Mark Ratcliff, Assistant Superintendent

EXHIBIT A

Description of the Land

- Tract I: Being 911 square feet [0.0209 Acres] of land, in the J.M. Ross Survey, Abstract 737, in the City of Alvarado, Johnson, County, Texas, being part of a tract of land described in a deed to Alvarado Independent School District, recorded in volume 903, Page 415, of the Deed Records, Johnson County, Texas.
- Tract II: Being 8,468 square feet [0.1944 Acres] of land, in the J.M. Ross Survey, Abstract Number 737, in the City of Alvarado, Johnson County, Texas, being part of a tract of land described in a deed to Alvarado Independent School District, recorded in Document Number 2023-11752, of the Official Public Records, Johnson County, Texas and being part of a tract of Lot 1, Block 1, Alvarado North Addition, recorded in Document Number 2023-166, Plat Records, Johnson County, Texas.
- Tract III: Being 2,925 square feet [0.0671 Acres] of land, in the Hiram Lewis Survey, Abstract Number 516, in the City of Alvarado, Johnson County, Texas, being part of a tract of land described in a deed to Alvarado Independent School District, recorded in Volume 1000, Page 747, of the Deed Records, Johnson County, Texas.
- Tract IV: Being 6146 square feet [0.1411 Acres] of land, in the J.M. Ross Survey, Abstract Number 737, in the City of Alvarado, Johnson County, Texas, being part of a tract of land described in a deed to Alvarado Independent School District, recorded in Volume 456, Page 100, of the Deed Records, Johnson County, Texas.



City Council Management Report

Meeting Date: 7/20/2026

Contact: John Harris, Director of Public Services

AGENDA ITEM:

Consideration and action related to the awarding of a contract for paving repairs to Rene St. (Harris)

BACKGROUND & FINDINGS:

The City has received several requests/complaints regarding the failing roadway on Rene Dr. from Shirley Dr. to approximately 1210 Rene Dr. that is creating several areas of standing water when it rains.

FINANCIAL IMPACT:

The City received 3 bids for this project with JC and Sons coming in with the lowest cost. The financial impact is going to be \$65,412.00.

RECOMMENDATION:

Award bid to JC and Son's in the amount of \$65,412.00.

MANAGEMENT REVIEW:

Paul DeBuff, City Manager

ATTACHMENTS:

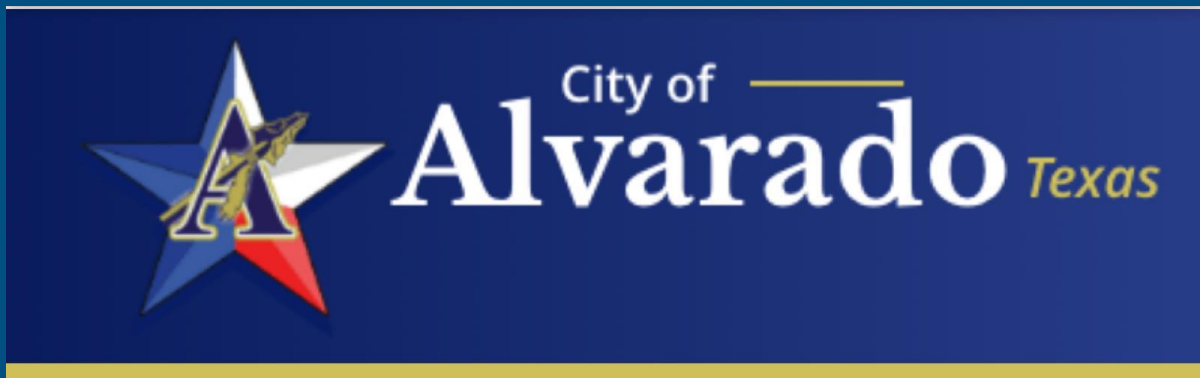
1. Rene St Flat Work- Proposal

PREPARED BY:



CONCRETE FLATWORK REPLACEMENT

PREPARED FOR:



City of Alvarado

Alvarado, TX
Alvarado, TX, 76009
May 13th, 2026

JC & SONS CONSTRUCTION GROUP LLC

The #1 Asphalt Paving, Sealcoating & Parking Lot Striping Company of CHOICE for all your Residential and Commercial needs. With over 12 years of experience, we strive to provide the highest quality services to our clients all across Dallas/Fort Worth and surrounding cities.

We spent years listening to clients tell us their challenges and we founded this company with the specific purpose of solving every last one of them.

Our mission as a company is simple, we want to simplify the complicated process of managing pavement assets for our clients.

We do that through a unique proprietary process that provides our clients with every piece of data necessary for them to make informed and educated decisions.

From complete renovations to minor repairs, we specialize in all paving applications. Whether it is commercial or residential, your pavement is a large investment and adds to the value of your property !

CORE VALUES

SAFETY. INTEGRITY. QUALITY. INNOVATED

PROPOSAL DETAILS:

Rene Street Concrete Replacement Project

Total: \$65,412.00

JC & Sons Construction Group LLC proposes to furnish all labor, materials, equipment, supervision, hauling, and traffic control necessary to complete the removal and replacement of existing concrete pavement and drive approach areas for the Rene Street Flatwork Project.

- Scope of Work Includes:
- Dig up and haul off existing concrete.
- Remove and haul off 7 inches of subgrade if existing concrete is 6 inches thick. If existing concrete is not 6 inches thick, subgrade will be removed as necessary to provide for 6 inches of compacted flex base and 7 inches of concrete.
- Drive approach areas will not require flex base installation.
- Work will be completed by closing only one-half of the roadway at a time and will include all necessary traffic control measures.
- Contractor will organize work operations to prevent traffic from driving on newly poured concrete for a minimum of 3 days.
- Coordinate with residents during drive approach work and provide door hangers to affected residents at least one week prior to beginning construction.
- Roadway Concrete Replacement:
- Approximately 4,511 square feet
- 4,000 PSI concrete
- #4 rebar on 18-inch centers
- 6 inches of compacted flex base for subgrade
- 7-inch concrete thickness
- Approximately 347 linear feet of curb
- Appropriate saw cutting for crack relief and sealant as needed
- Drive Approach Replacement:
- Approximately 264 square feet
- 4,000 PSI concrete
- #3 rebar on 18-inch centers
- 6-inch concrete thickness
- Appropriate saw cutting for crack relief and sealant as needed
- All work shall be completed in a safe and workmanlike manner in accordance with industry standards and project specifications.

PROPOSAL MAPS:

Area



Area: 0.00 feet²

PROPOSAL IMAGES : CONCRETE FLATWORK REPLACEMENT

Picture	Description
 Click here to enlarge	Current condition of area
 Click here to enlarge	Current condition of area
 Click here to enlarge	Current condition of area



[Click here to enlarge](#)

Current condition of area



[Click here to enlarge](#)

Current condition of area



[Click here to enlarge](#)

Current condition of area



[Click here to enlarge](#)

Current condition of area



[Click here to enlarge](#)

Current condition of area



[Click here to enlarge](#)

Current condition of area

PRICE BREAKDOWN: CONCRETE FLATWORK REPLACEMENT

Services	Qty	Rate	Investment
Rene Street Concrete Replacement Project	1	\$65,412.00	\$65,412.00
Project Total:			\$65,412.00

PROPOSAL: CONCRETE FLATWORK REPLACEMENT

AGREEMENT

The information contained in this proposal constitutes the terms between [JC & Sons Construction Group LLC], and Anthony Tucker, City of Alvarado . All prices stated above will be honored by both parties. Any adjustments will be agreed upon and signed off before work proceeds. Any work outside of the scope of this contract will be agreed upon in a new contract. By signing this document, you agree to pay the total owing on the contract 30 days after the work has been completed.

AUTHORIZED SIGNATURE

The undersigned agrees to the terms of this contract on behalf of Anthony Tucker.

TERMS OF PAYMENT

By signing below, we agree to pay the balance owing on the project in full within 7 days of completing the project.

Date: _____

For City of Alvarado

Anthony Tucker

Alvarado, TX

Alvarado, TX, 76009

For JC & Sons Construction Group LLC

Jose Gonzalez

10061 E FM 917 #238

Lillian , TX, 76061



PROPOSAL TERMS:

PROPOSAL TERMS

All asphalt surfaces will ultimately crack, including those that are resurfaced. JC & Sons Construction Group LLC does not guarantee their work against cracking, which is a natural occurrence outside the contractor's control. It is impossible to guarantee against cracking due to temperature, moisture, and soil conditions (which might cause cracking). The customer is aware that this is a risk that comes with the job. Areas with flaking sealer, standing water, or moss may continue to fail after the seal coat is applied. The hot rubberized crack sealer will not be used to fill surface cracks or degraded regions. Large cracks are those that are 1/4" or wider in width. Following completion, vehicles should be removed from the sealed asphalt for at least 24 hours. Sprinklers on the job site's perimeter should not be turned on for at least 48 hours after the job is completed. During or after the job, JC & Sons Construction Group LLC is not liable for any water damage caused by the customer's direct fault. JC & Sons Construction Group LLC is not liable for any concrete damage or surface restoration in and around the work area. JC & Sons Construction Group LLC reserves the right to work with any subcontractors. All agreements are subject to any unforeseen events or delays. Any additional material or labor required to finish any portion of this proposal as a result of revisions or mistakes made by other contractors will be done only upon written order and will be charged separately. Any additional material (asphalt, stone, crack sealer, seal coat) ordered after the aforementioned contract agreement will be completed only upon written order and will incur a fee. If a cancellation notice is not received within three business days following the contract agreement, JC & Sons Construction Group LLC will assume that the customer has accepted the work under the terms of the contract. Any cancellation of this contract after the first three business days of contract acceptance may result in a partial charge to JC & Sons Construction Group LLC to cover any planned preparations and supplies already ordered or applied on the construction site. Payment in full is expected upon completion of the work.

THANK YOU

FOR THE OPPORTUNITY TO SERVE YOU



City Council Management Report

Meeting Date: 7/20/2026

Contact: Donielle Suber, Director of Administrative Services

AGENDA ITEM:

Consideration and action related to the approval of a payment in the amount of \$20,000 for the 2026 Johnson County Pioneer & Old Settlers Reunion to be held October 7th through October 10th, 2026. (Suber)

BACKGROUND & FINDINGS:

The Johnson County Pioneer & Old Settlers Reunion (JCPOSR) is a long-standing tradition for Johnson County residents. This event brings residents throughout the county together to celebrate the tradition of unity by connecting with family and friends. From October 7-10, 2026, the JCPOSR Board and the City of Alvarado will host the Pioneer & Old Settlers Reunion at 111 Reunion Drive, Alvarado, Texas (Reunion Grounds).

The JCPOSR Board is requesting \$20,000 in financial support for the 2026 event. The proposed budget request from the Johnson County Pioneer & Old Settlers Board, which details expenses for the event, is attached.

FINANCIAL IMPACT:

A total of \$20,000 has been budgeted in the Hotel Occupancy Tax (HOT) Fund to support the JCPOSR.

RECOMMENDATION:

Staff recommends City Council approve \$20,000 for the 2026 Johnson County Pioneer & Old Settlers Reunion.

MANAGEMENT REVIEW:

Paul DeBuff, City Manager

ATTACHMENTS:

1. JCPOSR Budget Request
2. JCPOSR HOT Fund Application

2026 JCPOSR (Johnson County Reunion Fair) Budget

Ribbons	\$441
Brochures	\$362
Advertising	\$6500
Prizes / Parade	\$1850
Prizes/ Queen	\$775
Prizes/ Baby	\$500
Prizes/ Bluegrass Strings	\$2000
Re-Enactment Gun Fight	\$650
Trophies	\$250
1st Responders	\$1200
Porta Potties	\$1000
Dumpster	\$1500
Ins Rider	\$300
Electricity	\$2700
Janitorial	\$1300
Security	\$800
Stage Decor	\$600
Grounds Prep	\$2300
Tractor Rental	\$2750
Side X Sides	\$1600
Bands/Entertainment	\$15,000
 Total Budget	 \$44,378.00

Request of HOT Fund- \$20,000.00

HOTEL OCCUPANCY TAX USE GUIDELINES UNDER TEXAS STATE LAW FUNDING APPLICATION FORM

State Law: By law of the State of Texas, the City of Alvarado collects a Hotel Occupancy Tax (HOT) from hotels, bed & breakfasts, and other lodging facilities. **Chapter 351 of the Tax Code states that the use of HOT funds may be used** directly promote tourism and the hotel and convention industry.

City Policy: The City of Alvarado accepts applications from groups and businesses whose program demonstrably promotes tourism and local hotels and convention industry. All requests for funds should be submitted in writing accompanied by the official application at least 90 days before an event. Preference will be given to requests made with a longer timeframe. *Funding is limited to that budgeted for the City's fiscal year.* The application will be reviewed by the Events Committee at the earliest possible regularly scheduled meeting. The applicant may be asked to be present at the meeting to answer any questions regarding the application. Applicants will be notified one week prior to the meeting of the time and place for the review.

Based on the application (and limited to available funding), the Events Committee will make a recommendation to the City Council. The City Council will make the final decision on your request.

Eligibility and Priority for Hotel Tax Funds: Priority will be given to those events and entities based on their ability to generate overnight visitors to the City of Alvarado. If an event will not generate any meaningful hotel night activity, it is not eligible for receipt of hotel occupancy tax funds. Events can prove this potential to generate overnight visitors by:

- a) **historic information on the number of room nights used during previous years of the same events;**
- b) **current information on the size of a room block that has been reserved at area hotels to accommodate anticipated overnight guests attending the funded event;**
- c) **historical information on the number of guests at hotel or other lodging facilities that attended the funded event (through surveys, guest directories, or other sources; and/or**
- d) **examples of the planned marketing of the programs and activities that will likely generate overnight visitors to local lodging properties from this event.**

Use of Revenues from Event: A portion of the revenues from any event and/or project receiving any type of funding assistance from the HOT funds should be channeled back into the future costs of operating that same event or the continued operation of the project. No other outside event(s), project, charity, etc., sponsored by the host organization may profit from the City of Alvarado's funding of a particular event.

Supplemental Information Required with Application: Along with the application, please submit the following:

_____ Proposed Marketing Plan for Funded Event

_____ Schedule of Activities or Events Relating to the Funded Project

Submit to: Chelsea Godwin, Events Manager
rosenj@cityofalvarado.org
(817) 783-8481

Donielle Suber, Administrative Services Director
suberd@cityofalvarado.org
(817) 790-3351, ext. 116



**City of Alvarado
HOT Funding Application**

Date: 7/1/2026

Organization Information

Name of Organization: Johnson County Pioneer & Old Settlers Assoc.

Address: 111 Reunion Dr.

City, State, Zip: Alvarado, Texas 76009

President - David Hearne, Jr

682-428-3330

Contact Name: JAMEE JONES-V.P.

Contact Phone Number: 817-614-6574

Web Site Address for Event or Sponsoring Entity JCPOSReunion.com

Non-Profit or For-Profit status: YES Tax ID #: 75-1723293

Entity's Creation Date: 1832

Purpose of your organization: Bring citizens of Johnson County & surrounding areas together to celebrate history & enjoy unique entertainment & carnival rides on our Midway.

Event Information

Name of Event or Project: 134th Johnson County Reunion & County Fair

Date of Event or Project: Oct. 7-10, 2026

Primary Location of Event or Project: 111 Reunion Dr.

Amount Requested: \$ 20,000.00

How will the funds be used: cost associated w/ marketing, promoting & putting on a fun experience for all attending.

Primary Purpose of Funded Activity/Facility:

Johnson County Reunion & County Fair

Percentage of Hotel Tax Support of Related Costs

75 Percentage of Total **Event Costs** Covered by Hotel Occupancy Tax

25 Percentage of Total **Facility Costs** Covered by Hotel Occupancy Tax for the Funded Event

0 Percentage of **Staff Costs** Covered by Hotel Occupancy Tax for the Funded Event

If staff costs are covered, estimate percentage of time staff spends annually on the funded event(s) compared to other activities volunteers %

Which Category or Categories Apply to Funding Request, and Amount Requested Under Each Category:

- ☐ a) **Convention Center or Visitor Information Center:** construction, improvement, equipping, repairing, operation, and maintenance of convention center facilities or visitor information centers, or both. Amount requested under this category: \$_____
- ☐ b) **Registration of Convention Delegates:** furnishing of facilities, personnel, and materials for the registration of convention delegates or registrants. Amount requested under this category: \$_____
- ☒ c) **Advertising, Solicitations, Promotional programs to attract tourists and convention delegates** or registrants to the municipality or its vicinity. Amount requested under this category: \$ 6500.00

☒ **d) Promotion of the Arts that Directly Enhance Tourism and the Hotel & Convention Industry:** the encouragement, promotion, improvement, and application of the arts that can be shown to have some direct impact on tourism and the hotel/convention industry. The impact may be that the art facility or event can show hotel nights that are booked due to their events or that guests at hotels attend the arts event. Eligible forms of art include instrumental and vocal music, dance, drama, folk art, creative writing, architecture, design and allied fields, painting, sculpture photography, graphic and craft arts, motion picture, radio, television, tape and sound recording, and other arts related to the presentation, performance, execution, and exhibition of these major art forms: \$ 15,000.00

☒ **e) Historical restoration and preservation projects or activities or advertising and conducting solicitation and promotional programs to encourage tourists and convention delegates to visit preserved historic sites or museums.** Amount requested under this category: \$ 6500.00

☐ **f) Expenses including promotional expenses, directly related to a sporting event in which the majority of participants are tourists. The event must substantially increase economic activity at hotels within the city or its vicinity.** Amount requested under this category: \$ _____

How many individuals are expected to participate in the sporting related event? _____

How many of the participants at the sporting related event are expected to be from another city or county? _____

Quantify how the sporting related event will substantially increase economic activity at hotels within the city or its vicinity?

☐ **g) Funding transportation systems for transporting tourists from hotels to and near the city to any of the following destinations: 1) the commercial center of the city; 2) a convention center in the city; 3) other hotels in or near the city; and 4) tourist attractions in or near the city.** Amount requested under this category: \$ _____

What sites or attractions will tourists be taken to by this transportation? _____

Will members of the general public (non-tourists) be riding on this transportation?

What percentage of the ridership will be local citizens? _____

- ☐ h) Signage directing tourists to sights and attractions that are visited frequently by hotel guests in the municipality. Amount requested under this category: \$_____

What tourist attractions will be the subject of the signs?

Signage all across Johnson County

Questions for All Funding Request Categories:

1. How many years have you held this Event or Project: 134 yrs.
2. Expected Attendance: 9,000 - 17,000
3. How many people attending the Event or Project will use _____ City of Alvarado hotels? 20%

Number of the people many nights will they stay: 1-2

4. Do you reserve a room block for this event at an area hotel and if so, for how many rooms and at which hotels: Our local hotels/motels are always Receptive to helping, some will discount when checking in for the Reunion & Fair
5. List other years (over the last three years) that you have hosted your Event or Project with amount of assistance given from HOT and the number of hotel rooms used:

Month/Year Held	Assistance Amount	# of Hotel Rooms Used
<u>2023</u>	<u>31,700</u>	<u>1200</u>
<u>2024</u>	<u>25,000</u>	<u>1382</u>
<u>2025</u>	<u>25,000</u>	_____

6. How will you measure the impact of your event on area hotel activity (e.g.; room block usage information, survey of hoteliers, etc.)? -

leaving information
with all hotels/motels to help track
Rentals & follow up with surveys

7. Please list other organization, government entities, and grants that have offered financial support to your project: City of Alvarado

We do ask for pledges from other business'

8. Will the event charge admission? Do you anticipate a net profit from the event? If there is a net profit, what is the anticipated amount and how will it be used?

\$1.00 @ gate 10% free. FREE Parking. We are
seeking the 20,000.00 to help with the obtaining
quality entertainment & New activities this year.

9. Please list all promotion efforts your organization is coordinating and the amount financially committed to each media outlet:

Newspaper: \$ 500
Radio: \$ 3700
TV: \$ -
Other Paid Advertising: \$ 2303

Number of Press Releases to Media 6
Number Direct Mailings to out-of-town recipients 325

Other Promotions _____

10. Will you include a link to the CVB or other source on your promotional handouts and in your website for booking hotel nights during this event? YES

11. Will you negotiate a special rate or hotel/event package to attract overnight stays?
YES

12. What new marketing initiatives will you utilize to promote hotel and convention activity for this event?

More digital ads, longer run on billboard.
Adding hotel & motel to our printed literature

13. What geographic areas does your advertising and promotion reach:

Johnson County &
All the areas that our media & advertising reaches

14. How many individuals will your proposed marketing reach who are located in another city or county? 500,000

15. If the funding requested is related to a permanent facility (e.g. museum, visitor center):

Expected Attendance Monthly/Annually: included in #5

Percentage of those in attendance that are staying at area hotels/lodging facilities:
_____ %

Please Submit no later than _____ to:
(DATE)

Donielle Suber, Administrative Services Director, City of Alvarado



City Council Management Report

Meeting Date: 7/20/2026

Contact: Bobbie Jo Taylor, City Secretary

AGENDA ITEM:

June 15, 2026, City Council Minutes. (Taylor)

BACKGROUND & FINDINGS:

FINANCIAL IMPACT:

RECOMMENDATION:

Approval

MANAGEMENT REVIEW:

Paul DeBuff, City Manager

ATTACHMENTS:

1. June 15, 2026, City Council Minutes



**CITY OF ALVARADO
County of Johnson
State of Texas
6/15/2026
City Council Regular Meeting Minutes**

The City Council of the City of Alvarado met in a Regular Called Session on Monday, June 15, 2026, at 6:30 PM. The following were present:

PRESENT: Mayor Jacob Wheat
Councilmember Ward II Cherry Bryant
Councilmember Ward II Lydia Moon
Councilmember Ward I Beverly Short
Mayor Pro Tem Ward III Kevin Thomas
Councilmember Ward III Joshua Rendon

ABSENT: Councilmember Ward I Carrie Keeton

OTHERS PRESENT: City Manager, Paul DeBuff
City Secretary, Bobbie Jo Taylor
City Attorney, Ashley Dierker
Chief of Police, Teddy May
Fire Chief, John Rodgers
Administrative Services Director, Donielle Suber
Director of Human Resources, Sarah Licitra
Chief Financial Officer, Laura Cox
Director of Economic Development, Hillary Cromer
Community Development Director, Justin French
Director of Public Services, John Harris
Deputy City Marshal, Thomas Griffith

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

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.

- Rosita Jenkins, Juneteenth Event
- Calvin Jenkins, Juneteenth Event
- Robert Brake, Juneteenth Event

- Ava Spinner, Juneteenth Event
- Jean Rider, Appreciations to Bobbie Jo Taylor and Jessica Hill regarding the 2026 City Elections
- Jameye Jones, Community Events, and Alvarado History

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 Moon, announcement of new grandchild and acknowledgment of City Manager Paul DeBuff
- Mayor Pro Tem Thomas, mentioned honors of Robert Mitchell and the Juneteenth event

INTRODUCTION OF NEW EMPLOYEES

- Kelli Connelly - Police Administrative Assistant

PRESENTATIONS

1. Vac Truck Presentation (Harris)

Director of Public Services John Harris presented information to the City Council regarding the need to purchase a new vacuum (Vac) truck for the Public Works Department and requested the Council's consensus to move forward with the purchase. Mr. Harris reviewed the condition of the City's sanitary sewer system, highlighting several main sewer lines that have become clogged due to a lack of routine maintenance. He explained that acquiring a new Vac truck would allow the department to implement a comprehensive preventative maintenance program for the City's sewer lines and manholes, helping to improve system reliability and reduce future maintenance issues. Following discussion, the consensus of the City Council was to proceed with the purchase of a new Vac truck.

MAYOR'S UPDATE

2. Alvarado Infrastructure Update

Mayor Jacob Wheat presented an update to the City Council regarding the City's infrastructure and long-term capital

planning efforts. He discussed the use of impact fees associated with new development to help offset the cost of infrastructure improvements, reducing the financial burden on existing taxpayers. Mayor Wheat also reviewed the City's Capital Improvement Plans for the stormwater, wastewater, and water utility systems, highlighting planned projects and the importance of investing in infrastructure to support current needs and future growth.

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 Sourcwell 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)

Councilmember Moon requested Item #4 be pulled 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.

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)

The Director of the Economic Development Corporation, Hillary Cromer, presented Resolution No. R2026-0034 to the City Council. This Resolution makes changes to the Food Truck Incubator Program, such as the amount of the deposit and reducing the monthly program fee to \$300.00.

Councilmember Moon motioned to approve 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.

Mayor Pro Tem Thomas seconded the motion.

No opposition, No abstentions

Vote: Motion passed unanimously.

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)

Mayor Wheat opened the Public Hearing at 7:25 p.m.

Community Development Director, Justin French, presented the ordinance to the Council. Mr. French provided a brief overview of the proposed voluntary annexation of approximately 215 acres located at 1303 S. Parkway Drive. The presentation included a summary of the development agreement, receipt of the annexation petition, and confirmation that all required public notices had been published in accordance with state law prior to the public hearing.

Mayor Wheat closed the Public Hearing at 7:27 p.m.

Mayor Pro Tem Thomas motioned to approve 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.

Councilmember Short seconded the motion.

No opposition, No abstentions

Vote: Motion passed unanimously.

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)

Mayor Wheat opened the Public Hearing at 7:29 p.m.

Community Development Director Justin French presented the ordinance to the City Council. Mr. French advised that 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. Mr. French stated that the proposed rezoning is consistent with six out of seven of the design and place principals for the Master Planned Community character.

Jameye Jones asked if Mr. French could identify where the sports complex would be located on the map, in which Mr. French pointed out the location.

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

Councilmember Moon motioned to approve 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.

Mayor Pro Tem Thomas seconded the motion.

No opposition, No abstentions

Vote: Motion passed unanimously.

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)

Community Development Director Justin French presented a final plat for approval to the City Council. Mr. French advised that the Planning and Zoning Commission has recommended approval.

Councilmember Moon motioned to approve 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.

Mayor Pro Tem Thomas seconded the motion.

No opposition, No abstentions

Vote: Motion passed unanimously.

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)

Administrative Services Director Donielle Suber presented the proposed amendments to the Hotel Occupancy Tax

(HOT) Fund Ad Hoc Program Policy. The amendments clarify eligibility requirements and program guidelines to ensure compliance with state law and that HOT funds are used for events that promote tourism, attract visitors, encourage overnight stays, and provide an economic benefit to the community. Additional changes include updated marketing and reporting requirements, preference criteria for funding applicants, and clarification regarding the eligibility of certain City-sponsored events held at City-owned facilities.

Following discussion, the City Council requested additional revisions to the Hotel Occupancy Tax (HOT) Fund Ad Hoc Program Policy, including changes related to funding amounts for specific events. The Council directed staff to revise the policy and return it for further consideration at a future City Council meeting.

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)

Parks Superintendent Anthony Tucker presented a proposal to the City Council to replace the existing skateboarding equipment at Parkway Park with a new basketball court. Mr. Tucker stated that the skate park equipment would be relocated to an unused City-owned property off Bill Jackson Drive. He also noted that the basketball court would be funded using currently allocated budget funds.

No formal action was taken; however, the consensus of the City Council was to move forward with the proposed project.

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)

Economic Development Director Hillary Cromer presented the proposed Amended Performance Agreement between the Alvarado Economic Development Corporation (AEDC) and Lambert & Green, LLC, for the redevelopment of the property located at 105 S. Friou Street. Key changes include replacing references to a specific restaurant concept, revising performance requirements to allow for various restaurant and entertainment-related uses, extending the agreement through 2030, establishing updated project completion deadlines, clarifying ownership and recovery of AEDC-funded equipment, and requiring City Council approval of any future purchaser during the term of the agreement. Ms. Cromer noted that the AEDC Board had approved the amendment and that City Council approval was required for the agreement to become effective.

No action taken as this was the first reading of the resolution.

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

Councilmember Moon motioned to appoint the following:

- EDC Place 2, Martin Douglas
- EDC Place 4 Carrie Keeton
- EDC Place 6 Cherry Bryant
- Planning and Zoning Place 2 Barbara Fuller
- Planning and Zoning Place 4 Coleman Reed
- Planning and Zoning Place 6 Betty Neilan - Alternate
- Planning and Zoning Place 3 David Garay - 1-year unexpired term
- Planning and Zoning Place 7 Ryan Bannister
- Alvarado Library Advisory Board Place 2 Dianna Rosenberry
- Alvarado Library Advisory Board Place 4 Ann Remington
- Alvarado Library Advisory Board Place 6 Beth Hill
- Alvarado Library Advisory Board Place 3 Anna Moriera -1-year unexpired term

Mayor Pro Tem Thomas seconded the motion.

No opposition, No abstentions

Vote: Motion passed unanimously.

EXECUTIVE SESSION

Mayor Wheat adjourned into Executive Session at 8:27 p.m.

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

Mayor Wheat reconvened into Open Session at 9:10 p.m.

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)

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 R2026-0040, as presented, specifically: 7.9810 acre (347,655 sq. ft) right-of-way on property described in Instrument Number 2022-36624 in the Official Records, Johnson County, Texas, as more fully described in Exhibit A attached to said Resolution, for the 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, and I further move to adopt Resolution Number R2026-0040, as presented.

Mayor Pro Tem Thomas seconded the motion.

No opposition, No abstentions

Vote: Motion passed unanimously.

ADJOURNMENT

Mayor Wheat adjourned the meeting at 9:11 p.m.

Mayor Jacob Wheat

Bobbie Jo Taylor, City Secretary



City Council Management Report

Meeting Date: 7/20/2026

Contact: Bobbie Jo Taylor, City Secretary

AGENDA ITEM:

June 22, 2026, City Council Minutes. (Taylor)

BACKGROUND & FINDINGS:

FINANCIAL IMPACT:

RECOMMENDATION:

Approval

MANAGEMENT REVIEW:

Paul DeBuff, City Manager

ATTACHMENTS:

1. June 22, 2026, Special Called City Council Minutes



**CITY OF ALVARADO
County of Johnson
State of Texas
6/22/2026
City Council Special Meeting Minutes**

The City Council of the City of Alvarado met in a Special Called Session on Monday, June 22, 2026, at 6:30 PM. The following were present:

PRESENT: Mayor Jacob Wheat
Councilmember Ward II Cherry Bryant
Councilmember Ward II Lydia Moon
Mayor Pro Tem Ward III Kevin Thomas
Councilmember Ward I Carrie Keeton
Councilmember Ward III Joshua Rendon

ABSENT: Councilmember Ward I Beverly Short

OTHERS PRESENT: City Manager, Paul DeBuff
City Secretary, Bobbie Jo Taylor
City Attorney, Ashley Dierker
Administrative Services Director, Donielle Suber
Chief Financial Officer, Laura Cox

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

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.

- 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.
- Councilmember Bryant thanked those who supported her in the 2026 General Election and Runoff.

CONSENT AGENDA

1. Acceptance of the Certification to the Mayor and Council of the Official Returns for the June 13, 2026, City of Alvarado Runoff Election. (Taylor)
2. Ordinance 2026-0039; An Ordinance of the City Council of the City of Alvarado, Texas, Certifying the Election Results for the June 13, 2026, Runoff Election. (Taylor)

Councilmember Moon motioned to approve the Consent Agenda.

Mayor Pro Tem Thomas seconded the motion.

No opposition, No abstentions

Vote: Motion passed unanimously.

PRESENTATIONS

3. Issue Certification of Election, Statement of Elected Official, and Issue the Oath of Office to City Councilmember Ward 2, Place 5, Cherry Bryant. (Taylor)

Councilmember Ward 2, Place 5, Cherry Bryant, was issued the Oath of Office and Statement of Elected Official by City Secretary Bobbie Jo Taylor.

NEW BUSINESS

4. Consideration and action related to the appointment of the Mayor Pro Tem. (Taylor)

Councilmember Moon moved to appoint Kevin Thomas as Mayor Pro Tem.

Councilmember Bryant seconded the motion.

No opposition, No abstentions

Vote: Motion passed unanimously.

5. Discuss and Receive Training from the City Attorney regarding the Texas Open Meetings Act, Texas Public Information Act, City Ethics Policy, and Related Matters. (TOASE)

City Attorney Ashley Dierker conducted a training session for the City Council covering the requirements and responsibilities of the Texas Open Meetings Act, the Texas Public Information Act, the City's Ethics Policy, and other legal and governance matters. The training included an overview of the purpose and application of each law and

policy, emphasizing the importance of transparency, accountability, and compliance in municipal government. Ms. Dierker discussed potential quorum issues, including circumstances that could inadvertently constitute a meeting under the Texas Open Meetings Act, and reviewed conflicts of interest at both the state and local levels, including disclosure requirements and ethical obligations.

EXECUTIVE SESSION

6. § 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 listed on the agenda.

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

ADJOURNMENT

Mayor Wheat adjourned the meeting at 8:03 p.m.

Mayor Jacob Wheat

Bobbie Jo Taylor, City Secretary



City Council Management Report

Meeting Date: 7/20/2026

Contact: Justin French, Community Development Director

AGENDA ITEM:

Public hearing, consideration, and action on Ordinance No. 2026-0016, An Ordinance of the City of Alvarado, Texas, Rezoning from Agricultural (A) District to General Neighborhood Mixed Use (NMU) District, on land in the I. Glaze Survey, A-313, the J.M. Ross Survey, A-737, and the J.D. Dison Survey, A-214, being approximately 20.8188 acres approximately addressed at 723 N. Cummings 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 (Reata Ranch Rezoning) (French)

BACKGROUND & FINDINGS:

The requested zoning change is consistent with the Future Land Use Plan (FLUP) map in the Comprehensive Plan.

FINANCIAL IMPACT:

None

RECOMMENDATION:

On June 18, 2026, the Planning and Zoning Commission recommended approval by a vote of 5-0.

MANAGEMENT REVIEW:

Paul DeBuff, City Manager

ATTACHMENTS:

1. Application & Other Attachments
2. Sec. 42-39 NMU Neighborhood Mixed Use District Quick Reference
3. Draft Ord 2026-XXXX Zoning Map Amend - Reata Ranch



City Council Management Report

Meeting Date: 7/20/2026

Contact: Justin French, Community Development Director

AGENDA ITEM:

Public hearing, consideration, and action on Ordinance No. 2026-0016, An Ordinance of the City of Alvarado, Texas, Rezoning from Agricultural (A) District to General Neighborhood Mixed Use (NMU) District, on land in the I. Glaze Survey, A-313, the J.M. Ross Survey, A-737, and the J.D. Dison Survey, A-214, being approximately 20.8188 acres approximately addressed at 723 N. Cummings 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 (Reata Ranch Rezoning) (French)

BACKGROUND & FINDINGS:

The requested zoning change is consistent with the Future Land Use Plan (FLUP) map in the Comprehensive Plan.

FINANCIAL IMPACT:

None

RECOMMENDATION:

On June 18, 2026, the Planning and Zoning Commission recommended approval by a vote of 5-0.

MANAGEMENT REVIEW:

Paul DeBuff, City Manager

ATTACHMENTS:

1. Application & Other Attachments
2. Sec. 42-39 NMU Neighborhood Mixed Use District Quick Reference
3. Draft Ord 2026-XXXX Zoning Map Amend - Reata Ranch

CITY OF ALVARADO

APPLICATION FOR ZONING CHANGES

DATE: 4-29-2026 CLERK: _____ FEE: _____ CASE NO: _____

NAME OF APPLICANT: Powell Family Group - David Ferrette PH: (951) 312-5022

MAILING ADDRESS: 7324 Brecourt Manor Way, Austin TX 78739

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

NAME OF OWNER: E-Z Mart Stores Inc. PH: 803) 336-6246

MAILING ADDRESS: 2015 Galleria Oaks, Texarkana TX 75503

STREET ADDRESS OF PROPERTY: 723 N Cummings Dr ACREAGE: 20.82 acres

LEGAL DESCRIPTION: See attached boundary survey

PRESENT ZONE OF PROPERTY: Agriculture and SF-2 PRESENT USE: None

REQUESTED ZONE: NMU PROPOSED USE: Mixed uses within NMU

REASON FOR CHANGE: Agriculture zone doesn't allow for the highest and best mixed use

USAGE OF ADJACENT PROPERTY NORTH: NC

SOUTH: Agriculture

EAST: SF-2 and MFX

WEST: Planned Development

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

APPLICANT'S SIGNATURE: [Signature]

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

OWNER: [Signature]

SWORN TO AND SUBSCRIBED before me this 5th day of May, 2026, by the person whose signature appears directly above.



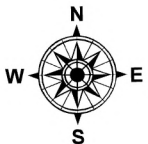
Kristen Sharp
Notary Public in and for The State of Texas.
My Commission expires 4/12/2027



Location
Map

Legend

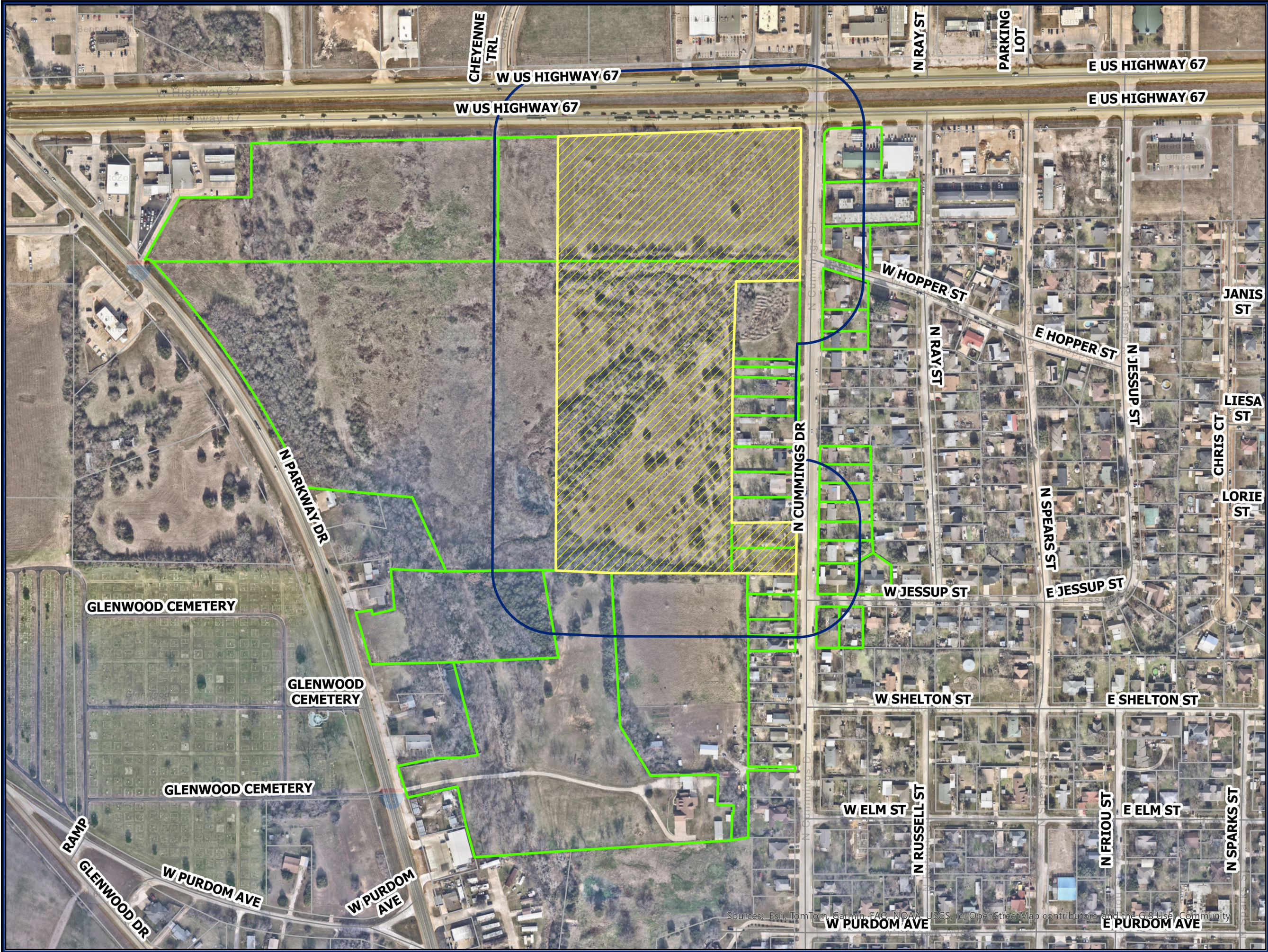
- Roads
-  Subject Property
-  Johnson County Parcels



0 163 325 Feet

5/6/2026

Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, (c) OpenStreetMap contributors, and the GIS User Community



Notification
Map

Legend

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



0 210 420 Feet

5/6/2026

Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, (c) OpenStreetMap contributors, and the GIS User Community

ACCOUNT	OWNER NAME	OWNER MAIL ADDRESS	OWNER MAIL CITY	MAIL STATE	MAIL ZIP	STREETUS	STREET NAME
R000008202	MC CARRELL SUSAN THRELKELD	712 N CUMMINGS DR	ALVARADO	TX	76009-0000	717	CUMMINGS DR
R000097483	LAMBERT & GREEN LLC	100 HIGH VIEW CT	OVILLA	TX	75154-0000	416	PARKWAY DR
R000008227	DHW HOLDINGS LLC	5420 CR 707	ALVARADO	TX	76009-0000	719	CUMMINGS DR
R000008228	MORGAN CHARLES	6704 TRAIL CLIFF WAY	FORT WORTH	TX	76132-3055	721	CUMMINGS DR
R000008203	WEICHEL STEPHANIE NICOLE	713 N CUMMINGS DR	ALVARADO	TX	76009-0000	713	CUMMINGS DR
R000008236	SALINAS UBALDO C	711 N CUMMINGS DR	ALVARADO	TX	76009	711	CUMMINGS DR
R000008264	RETANA ALBERT	707 N CUMMINGS DR	ALVARADO	TX	76009-0000	707	CUMMINGS DR
R000008237	E-Z MART STORES INC	2015 GALLERIA OAKS	TEXARKANA	TX	75503	619	CUMMINGS DR
R000008268	E-Z MART STORES INC	2015 GALLERIA OAKS	TEXARKANA	TX	75503	703	CUMMINGS DR
R000008189	WILLAMAR DAVID & DESTENY CHAPARRO	617 N CUMMINGS DR	ALVARADO	TX	76009-0000	617	CUMMINGS DR
R000008222	ORTIZ OCTAVIO IGNACIO GARCIA ETUX	613 N CUMMINGS DR	ALVARADO	TX	76009	613	CUMMINGS DR
R000008250	BUSWOLD JEANETTE	1112 LENA ST	CLEBURNE	TX	76033-5251	611	CUMMINGS DR
R000066544	SAMPLE REBECCA L & JUSTIN R RAINCROW	609 N CUMMINGS DR	ALVARADO	TX	76009	609	CUMMINGS DR
R000026446	PATTERSON WILLIAM H JR ETUX PAMELA	210 JESSUP ST	ALVARADO	TX	76009-0000	210	JESSUP ST
R000026447	WEEKS JUNE M LIFE ESTATE	700 CUMMINGS DR	ALVARADO	TX	76009-0000	700	CUMMINGS DR
R000026448	MORENO SERGIO & ANGELICA ANDRADE	702 N CUMMINGS DR	ALVARADO	TX	76009-0000	702	CUMMINGS DR
R000026449	REID CATHERINE E & CINDY & PATSY HAMILTON	3420 COURTNEY DR	FLOWER MOUND	TX	75022	704	CUMMINGS DR
R000026450	TALLEY TERRY	706 N CUMMINGS DR	ALVARADO	TX	76009	706	CUMMINGS DR
R000026451	URBINA JACINTO	708 N CUMMINGS DR	ALVARADO	TX	76009	708	CUMMINGS DR
R000026452	ELLIOTT GREGORY ETUX	710 N CUMMINGS DR	ALVARADO	TX	76009	710	CUMMINGS DR
R000026470	VALDEZ JOSE MACEDONIO	722 N CUMMINGS DR	ALVARADO	TX	76009-0000	722	CUMMINGS DR
R000026445	PIEDRA EVELYN	206 W JESSUP ST	ALVARADO	TX	76009-0000	206	JESSUP ST
R000026469	GARCIA ARMANDO ETUX MELISSA	724 N CUMMINGS DR	ALVARADO	TX	76009-0000	724	CUMMINGS DR
R000026468	PEREZ JORGE BAUTISTA ETUX ROCIO DURAN MARTINEZ	726 N CUMMINGS DR	ALVARADO	TX	76009-0000	726	CUMMINGS DR
R000026414	L2 LAND & LIVESTOCK LLC	PO BOX 1910	EULESS	TX	76039-0000	209	JESSUP ST
R000026415	PARKER WALTER	207 JESSUP	ALVARADO	TX	76009-0000	207	JESSUP ST
R000026539	DS BROWN INVESTMENTS LLC	4101 VISTAVIEW CT	ARLINGTON	TX	76016-6404	806	CUMMINGS DR
R000026536	CASTILLO THOMAS	800 N CUMMINGS	ALVARADO	TX	76009	800	CUMMINGS DR
R000008221	GIBBONS LLOYD J	P O BOX 1065	ALVARADO	TX	76009-1065	405	CUMMINGS DR
R000006605	TOCHAL INVESTMENT PROPERTIES LLC	6255 WOODLAND DR	DALLAS	TX	75225-0000	600	PARKWAY DR
R000026538	GPM ALTX001 LLC	30 N LA SALLE ST STE 4140	CHICAGO	IL	60602-2900	311	HWY 67
R000008259	TOCHAL INVESTMENT PROPERTIES LLC	6255 WOODLAND DR	DALLAS	TX	75225-0000	600	PARKWAY DR
R000093563	E-Z MART STORES INC	2015 GALLERIA OAKS	TEXARKANA	TX	75503	723	CUMMINGS DR
R000093561	E-Z MART STORES INC	2015 GALLERIA OAKS	TEXARKANA	TX	75503-0000	723	CUMMINGS DR
R000066983	TOCHAL INVESTMENT PROPERTIES LLC	6255 WOODLAND DR	DALLAS	TX	75225-0000	600	PARKWAY DR
R000064973	CANADA RODOLFO	6937 YORKSTON ST	WATAUGA	TX	76148-0000	402	PARKWAY DR
R000008229	MOORE AUDRA LEANNA &	5555 HOPPER RD	BURLESON	TX	76028-2845	725	CUMMINGS DR
R000008226	MOORE AUDRA LEANNA &	5555 HOPPER RD	BURLESON	TX	76028-2845	725	CUMMINGS DR
R000008225	MOORE AUDRA LEANNA &	5555 HOPPER RD	BURLESON	TX	76028-2845	723	CUMMINGS DR



City of Alvarado

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

May 26, 2026

Dear Property Owner,

The City of Alvarado has received the request made by David Ferrette with Powell Family Group on behalf of E-Z Mart Stores, Inc. for approval of a zoning change from Agricultural (A) District to Neighborhood Mixed Use (NMU) District on approximately 20.8188 acres known as land in the I. Glaze Survey, A-313, the J.M. Ross Survey, A-737, and the J.D. Dixon Survey, A-214, all approximately addressed at 723 N. Cummings 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 18th day of June 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 20th day of July 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, AICP
Community Development Director
City of Alvarado
frenchj@cityofalvarado.org



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

May 26, 2026

Dear Dr. Kenneth Estes,

The City of Alvarado has received the request made by David Ferrette with Powell Family Group on behalf of E-Z Mart Stores, Inc. for approval of a zoning change from Agricultural (A) District to Neighborhood Mixed Use (NMU) District on approximately 20.8188 acres known as land in the I. Glaze Survey, A-313, the J.M. Ross Survey, A-737, and the J.D. Dixon Survey, A-214, all approximately addressed at 723 N. Cummings Drive. Although the NMU District allows multi-family uses, the developer indicates his intent is to develop commercial and assisted living with memory care uses.

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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, AICP
Community Development Director
City of Alvarado



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

May 26, 2025

E-Z Mart Stores Inc.
Attn: Steve Launis, Yates Group
2015 Galleria Oaks
Texarkana, TX 75503

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Sincerely,

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

May 26, 2025

Powell Family Group
Attn: David Ferrette
7324 Brecourt Manor Way
Austin, TX 78739

The City of Alvarado has received your request for approval of a zoning change from Agricultural (A) District to Neighborhood Mixed Use (NMU) District on approximately 20.8188 acres known as land in the I. Glaze Survey, A-313, the J.M. Ross Survey, A-737, and the J.D. Dixon Survey, A-214, all approximately addressed at 723 N. Cummings Drive.

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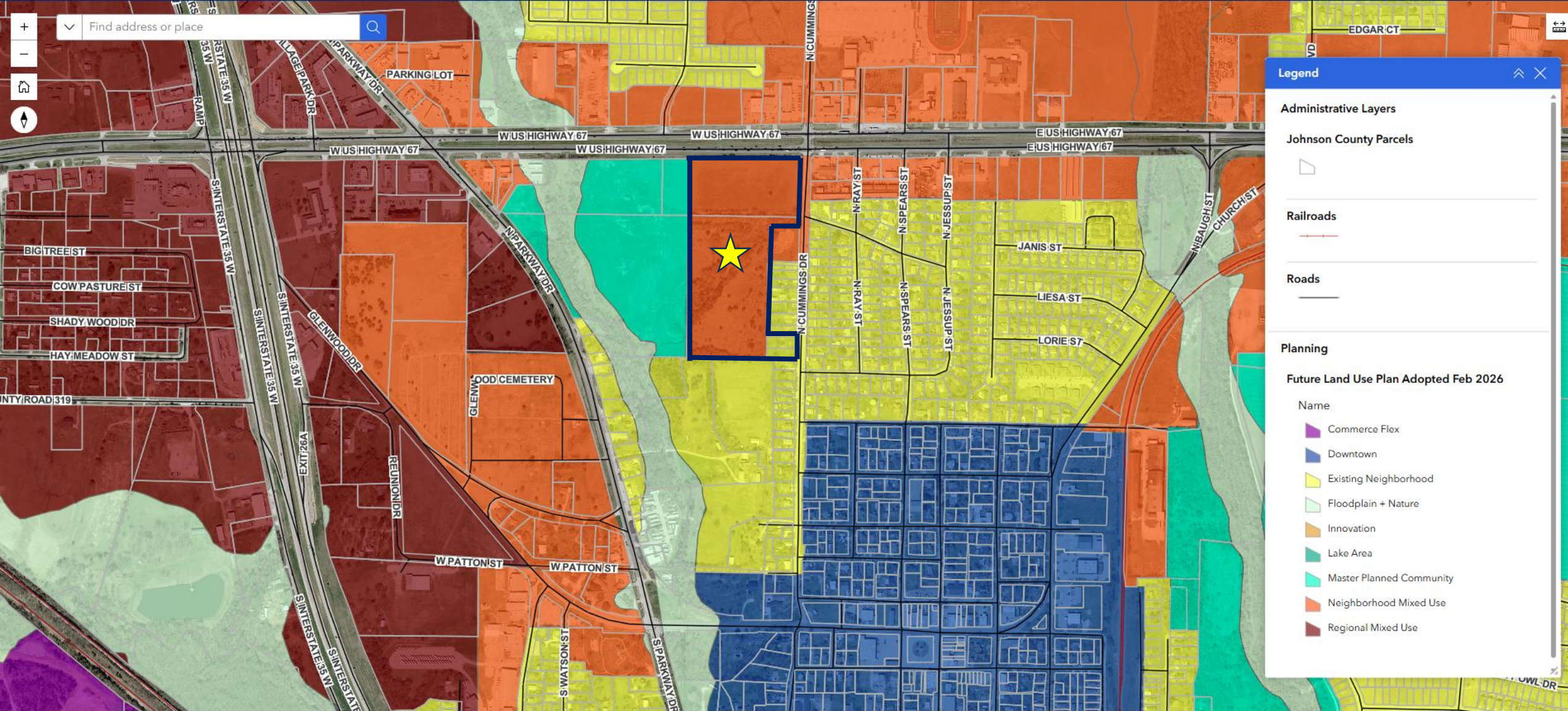
Sincerely,

Justin French, AICP
Community Development Director
City of Alvarado

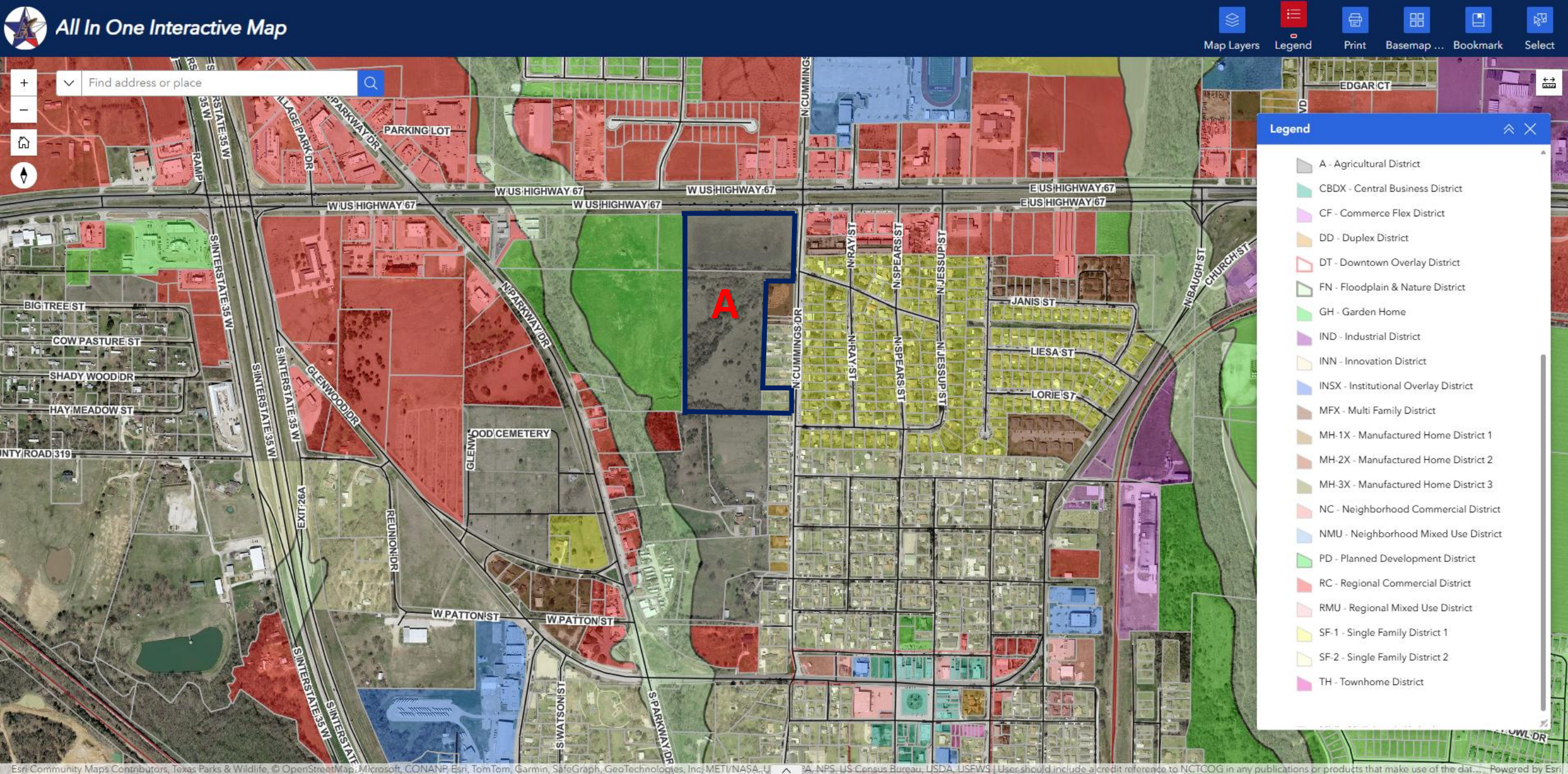
Location Map



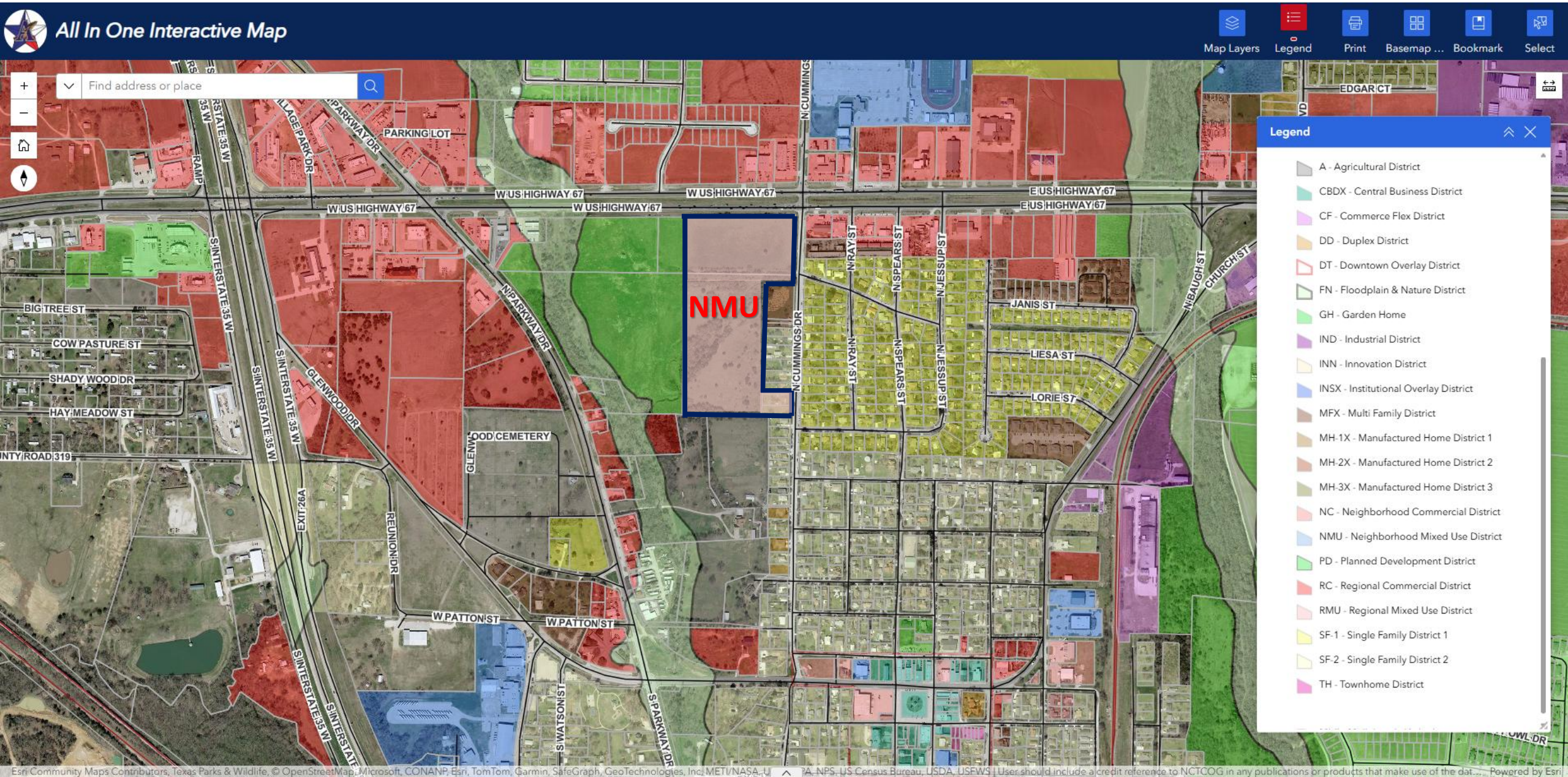
Future Land Use Plan Map



Today's Zoning Map



Proposed Zoning Map Amendment



VISION: CHARACTER FRAMEWORK

Future Land Use Plan (FLUP)

Neighborhood Mixed-use

CHARACTER VISION

Neighborhood Mixed-use areas provide everyday destinations close to home. These areas balance activity and convenience with compatibility, functioning as transition zones between traditional residential neighborhoods and small-scale commercial and mixed-use.

DESIGN + PLACE PRINCIPLES

- Maintain a maximum building height of two stories, with three stories possible at key intersections and where compatible with adjacent uses
- Support family-oriented amenities and entertainment, including residential, restaurant, and shopping destinations
- Function as transition spaces between major corridors or commercial uses and surrounding residential areas
- Incorporate needed service businesses and retail that serve nearby neighborhoods
- Emphasize walkability, human-scale design, and neighborhood access/connectivity
- Manage traffic, noise, light, access, etc. to protect adjacent residential areas

ROLE IN ALVARADO

Neighborhood Mixed-use areas provide needed businesses and housing that support daily life, while buffering traditional residential neighborhoods from more intense development or major corridors.



§ 42-39. NMU Neighborhood Mixed Use district

- (a) Purpose. The NMU district is to provide for low intensity mixed uses, including local shopping and dining destinations, residential, community amenity, and entertainment uses. It is intended for development in this district to be compatible with adjacent or nearby residential land uses. This district also provides an opportunity to include community gathering spaces, parks, and plazas for the residents and visitors in the district and in surrounding neighborhoods.
- (b) Permitted uses and parking regulations. In the NMU 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 (inside sales)	1 space for every 200 square feet of floor area
Auto parts sales (inside)	1 space for every 200 square feet of floor area
Automobile service station (no garage or automobile repair facilities)	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
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
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
Business service	1 space per 300 square feet of gross floor area
Clinic, medical or dental	1 space per 200 square feet of gross floor area
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
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 of not greater than 20,000 square feet floor space	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
Field or sales office, temporary	1 space per employee
Florist	1 space per 300 square feet of gross floor area
Food store; grocery store with floor space not greater than 20,000 square feet	1 space per 300 square feet of gross floor area
Fraternal organization, lodge	1.25 spaces per 200 square feet
Fraternal organization, lodge or civic club	1.25 spaces per 200 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
Gas metering station	1 space per employee
General merchandise indoor auction	1 space per 300 square feet of gross floor area
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
Hospital (chronic care); long-term health care facility	1 space for each 2 beds
Laboratory, medical or dental	1 space per 300 square feet of gross floor area or 1 of the clinics
Laundry and cleaning, commercial	1 space per 300 square feet of gross floor area
Library	10 spaces plus 1 additional space for each 300 square feet of gross floor area in excess of 2,000 square feet. If an auditorium is included as a part of the building, its floor area shall be deducted from the total and additional parking provided on the basis of 1 space for each 4 seats that it contains.
Local utility distribution lines	0 spaces
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
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.

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
Office, professional or general administrative	1 space per 300 square feet of gross floor 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
Personal service shop	1 space per 200 square feet of gross floor area
Pharmacy	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
Racquetball facilities	4 spaces for each court
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
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.
Single-family dwelling, attached	2 enclosed spaces per unit, must be attached to the main structure
Single-family dwelling, detached	2 enclosed spaces per unit, must be attached to the main structure
Studio (photographer, musician, artist)	1 space per 200 square feet of gross floor area
Tanning salon	1 space per 200 square feet of gross floor area
Telephone exchange	1 space per employee
Telephone line	0 spaces
Transit station or turnaround	1 space per intended user
Two-family dwelling	2 spaces per unit, 1 covered
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
Veterinarian clinic (no outside pens)	1 space per 200 square feet of gross floor area
Washateria	1 space per 200 square feet of gross floor area
Water pumping station or well	0 spaces
Water storage, ground	0 spaces

(c) District restrictions. The following restrictions shall apply to uses in the NMU 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 the NMU 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 eight 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. Drive-in type establishments.

- (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 shall be maintained in a neat and attractive condition. The balance of said required setback may be utilized for off-street parking.
- (3) No loading of materials 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) Development requirements.

Minimum lot area:	4,000 square feet
Minimum lot width:	50 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:	20 du/ac
Height:	35 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. The front yard setback shall be 45 feet where parking is allowed in front of the building. Accessory buildings shall have a 60-foot front yard setback.

² No building shall exceed 35 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.

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

Use	Parking Regulations
Arcade	1 space for every 200 square feet of floor area
Assisted living facility	1 space per employee to be occupying the building
Auto laundry	1 space per 200 square feet of floor space
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
Cabinet and upholstery shop	1 space per 300 square feet of gross floor area

Carwash	1 space per employee
Cemetery or mausoleum	1 space per employee plus 1 space for every 1,000 square feet of gross floor area
Child care center	1 space per ten pupils/clients (design capacity)
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 center, public or 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.
Convenience store	1 space per 300 square feet of gross floor area or 32 [sic]
Feed and farm supply (inside sales/storage)	1 space per 300 square feet of gross floor area
Furniture, appliance store	2 spaces plus 1 additional parking space for each 500 square feet of gross floor area over 1,000 square feet
Garden center (retail sales)	1 space per 200 square feet of gross floor area
General merchandise store	1 space per 200 square feet of gross floor area
Golf driving range	1 space per employee plus 1 space per 5,000 square feet of floor area
Greenhouse or plant nursery, commercial	1 space per 200 square feet of floor area
Greenhouse or plant nursery, noncommercial	1 space per employee
Hospital (acute care)	1 space for every 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
Kennel (no outside pens)	1 space per 200 square feet of floor area
Medical supplies, sales and service	1 space per 300 square feet of gross floor area
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
Nursery school, kindergarten	1 space per 10 pupils/clients (design capacity)
Office center	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

Pet shop	1 space per 300 square feet of gross floor area
Print shop	1 space per 300 square feet of gross floor area
Prison, jail or place of incarceration	1 space per employee plus 1 space for every 200 square feet of visitor floor area
Public or private franchised utility, excluding office buildings, garages, shops, railroad yards, loading yards, and warehouses	1 space per employee
Radio, TV or microwave operation, amateur or commercial. (See further regulations in section 42-55(i).)	1 space per employee
Registered family home	1 space per employee
Retirement housing	1 space for each 6 beds per unit
School, trade or commercial	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
Servant's, caretaker's or guard's residence	1 space per unit
Service yards of government agency	1 space per employee
Service, retail	1 space per 200 square feet of gross floor area
Sewage treatment plant	1 space per employee
Stadium or playfield	1 parking space for each 4 seats or bench seating spaces
Studio for radio and television	1 space per 200 square feet of gross floor area
Swimming pool, commercial or private	1 space for each 100 square feet of gross water surface and deck area
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
Tobacco sales	1 space per 200 square feet of gross floor area
Tool rental shop	1 space per 200 square feet of gross floor area
Vendor, stationary	1 space per 200 square feet of gross floor area
Washateria	1 space per 200 square feet of gross floor area
Water storage, elevated	0 spaces
Water treatment plant	1 space per employee

- (g) Screening devices. In the event that this district abuts or is adjacent to a lot zoned SF-1, SF-2, GH, MH-1X, MH-2X, MH-3X, DD, MFX, or TH, no windows shall be permitted above ten feet on the building sides facing such residential district. In addition, a masonry 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 this 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 NMU 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 NMU district shall have at least 50 percent of their exterior wall surface constructed of masonry and/or glass pane.

ORDINANCE NO. 2026-_____

AN ORDINANCE OF THE CITY OF ALVARADO, TEXAS, REZONING FROM AGRICULTURAL (A) DISTRICT TO GENERAL NEIGHBORHOOD MIXED USE (NMU) DISTRICT, ON LAND IN THE I. GLAZE SURVEY, A-313, THE J.M. ROSS SURVEY, A-737, AND THE J.D. DISON SURVEY, A-214, BEING APPROXIMATELY 20.8188 ACRES APPROXIMATELY ADDRESSED AT 723 N. CUMMINGS 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 Neighborhood Mixed Use land use category of the Future Land Use Plan; and

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

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

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

SECTION 2. This ordinance shall be cumulative of all provisions and ordinances of the Code of Ordinances of the City of Alvarado, Texas, as amended, except where the provisions of this ordinance are in direct conflict with the provisions of such ordinances and such code, in which event the conflicting provisions of such ordinances and such Code are hereby repealed.

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

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

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

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

AND SO IT IS ORDAINED.

Passed on this the 20th day of July, 2026 by a vote of ____ to ____.

ATTEST:

CITY OF ALVARADO

Bobbie Jo Taylor, City Secretary

By: _____
Jacob Wheat, Mayor

Exhibit "A"

E HENDERSON STREET
(US Highway 67 - a 220' public right-of-way)

Point of Beginning
3/8" steel rod found

N 88°39'21" E 775.17'
15' Waterline Easement
Vol. 2805, Pg. 948

15' Sanitary Sewer Easement
Vol. 1066, Pg. 207

E-Z MART STORES, INC.
INST. NO. 2013-18573, O.P.R.J.C.T.

TOCHAL INVESTMENT PROPERTIES, INC.
INST. NO. 2021-22061, O.P.R.J.C.T.

20.8188 ACRES
(906,867 SF - VACANT LAND)

AUDRA MOORE
INST. NO. 2023-32374

CHARLES MORGAN
INST. NO. 2014-01449

SUSAN MCCARRELL
INST. NO. 2017-00948

STEPHANIE WEICHEL
INST. NO. 2021-34749

UBALDO SALINAS
V. 2559, P. 755

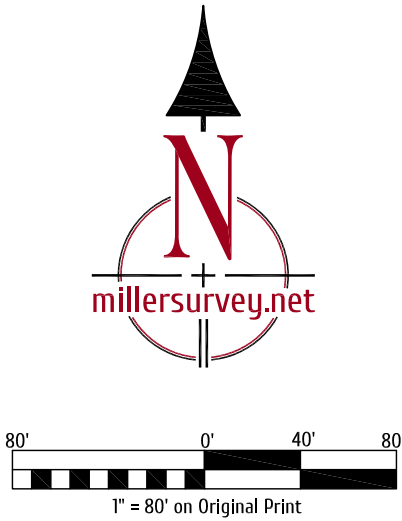
ALBERT RETANA
V. 3836, P. 695

E-Z MART STORES, INC.
INST. NO. 2013-28404

DAVID WILLAMAR
INST. NO. 2024-25752

N CUMMINGS DRIVE
(a 60' public right-of-way)

Symbol Legend (Some may not exist on survey)	
⊠ Telecom Access	⊠ Water Vault
⊙ Telecom Manhole	⊙ Fire Hydrant
⊙ Telecom Marker	⊙ Water Valve
⊠ Telecom Pedestal	⊙ Water Meter
⊠ Electric Cabinet	⊙ Water Manhole
⊙ Electric Manhole	⊙ Fire Dept. Connect
⊙ Electric Marker	⊙ Sanitary Manhole
⊙ Electric Service	⊙ Cleanout
⊙ Light Pole/Post	⊙ Sanitary Marker
⊠ Electric Cabinet	⊙ Storm Manhole
⊙ Gas Marker	⊠ Drop Inlet
⊠ Gas Meter/Service	⊠ Grate Inlet
⊙ Gas Test Station	⊙ Traffic/Parking Sign
⊙ Gas Manhole	⊠ Traffic Control
— OHU — Overhead Utility Line & Pole	
— X — Center of Fence	
● Steel rod found/capped (SRF/CSRF)	
○ 1/2" MILLER 5665" steel rod set (CSRS)	
× Cross in concrete found/set (CF/CS)	



LEGAL DESCRIPTION OF SURVEYED TRACT: Being a tract of land out of the Ira Glaze Survey, Abstract No. 313, the John M. Ross Survey, Abstract No. 737, and the John Dixon Survey, Abstract No. 214, and situated in the City of Alvarado, Johnson County, Texas, said tract being all of the same tract of land described in the deed to E-Z Mart Stores, Inc. recorded as Instrument No. 2013-18573 and also including the same tract of land described in the deed to E-Z Mart Stores, Inc. recorded as Instrument No. 2013-28404 of the Official Public Records of Johnson County, Texas, and being more particularly described by metes and bounds as follows:

Beginning at a 3/8 inch capped steel rod found for the northeast corner of said E-Z Mart tract (2013-18573), said rod being the intersection of the southerly right-of-way line of E Henderson Street (US Hwy 67) and the westerly right-of-way line of N Cummings Drive;

Thence South 01 degrees 02 minutes 18 seconds West with the easterly boundary line boundary line of said E-Z Mart tract (2013-18573) and with said westerly right-of-way line a distance of 479.86 feet to a 1/2 inch capped steel rod found for the most easterly southeast corner of said E-Z Mart tract (2013-18573);

Thence South 88 degrees 57 minutes 33 seconds West with the southerly boundary line of said E-Z Mart tract (2013-18573) a distance of 211.41 feet to a 1/2 inch capped steel rod found for an angle point therein;

Thence South 00 degrees 45 minutes 56 seconds West with the easterly boundary line of said E-Z Mart tract (2013-18573) a distance of 762.11 feet to a 1/2 inch "MILLER 5665" capped steel rod set for the northwest corner of said E-Z Mart tract (2013-28404);

Thence South 89 degrees 51 minutes 06 seconds East with the northerly boundary line of said E-Z Mart tract (2013-28404) a distance of 208.80 feet to a 1/2 inch steel rod found for the northwest corner thereof, said rod being in said westerly right-of-way line;

Thence South 00 degrees 48 minutes 28 seconds West with the easterly boundary line of said E-Z Mart tract (2013-28404) and with said westerly right-of-way line a distance of 80.09 feet to a 1/2 inch steel rod found for an angle point therein;

Thence South 00 degrees 14 minutes 29 seconds East continuing with said easterly boundary line and said westerly right-of-way line a distance of 80.72 feet to a 1/2 inch steel rod found for the southeast corner of said E-Z Mart tract (2013-28404);

Thence North 89 degrees 37 minutes 51 seconds West with the southerly boundary line of said E-Z Mart tract (2013-28404) a distance of 210.15 feet to a 1/2 inch steel rod found for the most southerly southeast corner of said E-Z Mart tract (2013-18573);

Thence North 88 degrees 58 minutes 26 seconds West with the southerly boundary line of said E-Z Mart tract (2013-18573) a distance of 549.64 feet to a 1/2 inch "MILLER 5665" capped steel rod set for the southwest corner thereof;

Thence North 00 degrees 17 minutes 27 seconds East with the westerly boundary line of said E-Z Mart tract (2013-18573) a distance of 1377.64 feet to a 1/2 inch capped steel rod found for the northwest corner thereof, said rod being In said southerly right-of-way line;

Thence North 88 degrees 39 minutes 21 seconds East with the northerly boundary line of said E-Z Mart tract (2013-18573) and with said southerly right-of-way line a distance of 775.17 feet to the **point of beginning** and containing 20.8188 acres of land, more or less.

SURVEYOR'S STATEMENTS:

- There was no observed evidence of recent earth moving work, building construction, or building additions within the bounds of the Surveyed Tract.
- There are no marked parking spaces within the bounds of the Surveyed Tract.
- There was no observed evidence of recent street or sidewalk construction or repairs, nor changes in street right-of-way lines within or adjacent to the Surveyed Tract.
- There was no observed evidence of wetland markings within the bounds of the Surveyed Tract.
- There was no observed evidence of of a solid waste dump, sump, or sanitary landfill within the bounds of the Surveyed Tract.
- Based on scaling the Surveyed Tract onto the current published FEMA Flood Rate Map No. 48113C0330J, Effective 8/23/2001, said tract lot lies within FEMA Zone X and does not lie within the FEMA designated 100-year flood plain. Miller Surveying, Inc. makes no statement as to the likelihood of the actual flooding of the Surveyed Tract.
- The Surveyed Tract adjoins and has vehicular access to and from W Northwest both public rights-of-way.

I, Jason B. Rawlings, Registered Professional Land Surveyor No. 5665 of the State of Texas, certify that: a) This document serves as my graphic representation of a land survey of the 20.8188 acre tract shown and described hereon ("Surveyed Tract"); b) Said survey being performed on the ground, under my supervision, on April 13, 2026; c) The boundary lines and dimensions indicated hereon are based on said survey and are true and correct; and d) As of the Date of Certification, the corner monuments shown hereon were in place as indicated.

Date of Certification: April 22, 2026





City Council Management Report

Meeting Date: 7/20/2026

Contact: Justin French, Community Development Director

AGENDA ITEM:

Public hearing, consideration, and action on Ordinance No. 2026-0017, An Ordinance amending the Future Land Use Plan map in the Comprehensive Plan for the City of Alvarado. (Intersection of CR 810 and 67) (French)

BACKGROUND & FINDINGS:

On March 16, 2026, City Council adopted the City's new Comprehensive Plan with the Future Land Use Plan (FLUP) map designating properties at the intersection of US Hwy 67 and CR 810 North to the Neighborhood Mixed Use land use category. A developer that intends to purchase property in the northwest corner of this intersection, requests the City consider a FLUP map amendment changing the the land use category at this intersection to Regional Mixed Use.

FINANCIAL IMPACT:

None

RECOMMENDATION:

On June 18, 2026, the Planning and Zoning Commission recommended approval of option #2 by a vote of 5-0.

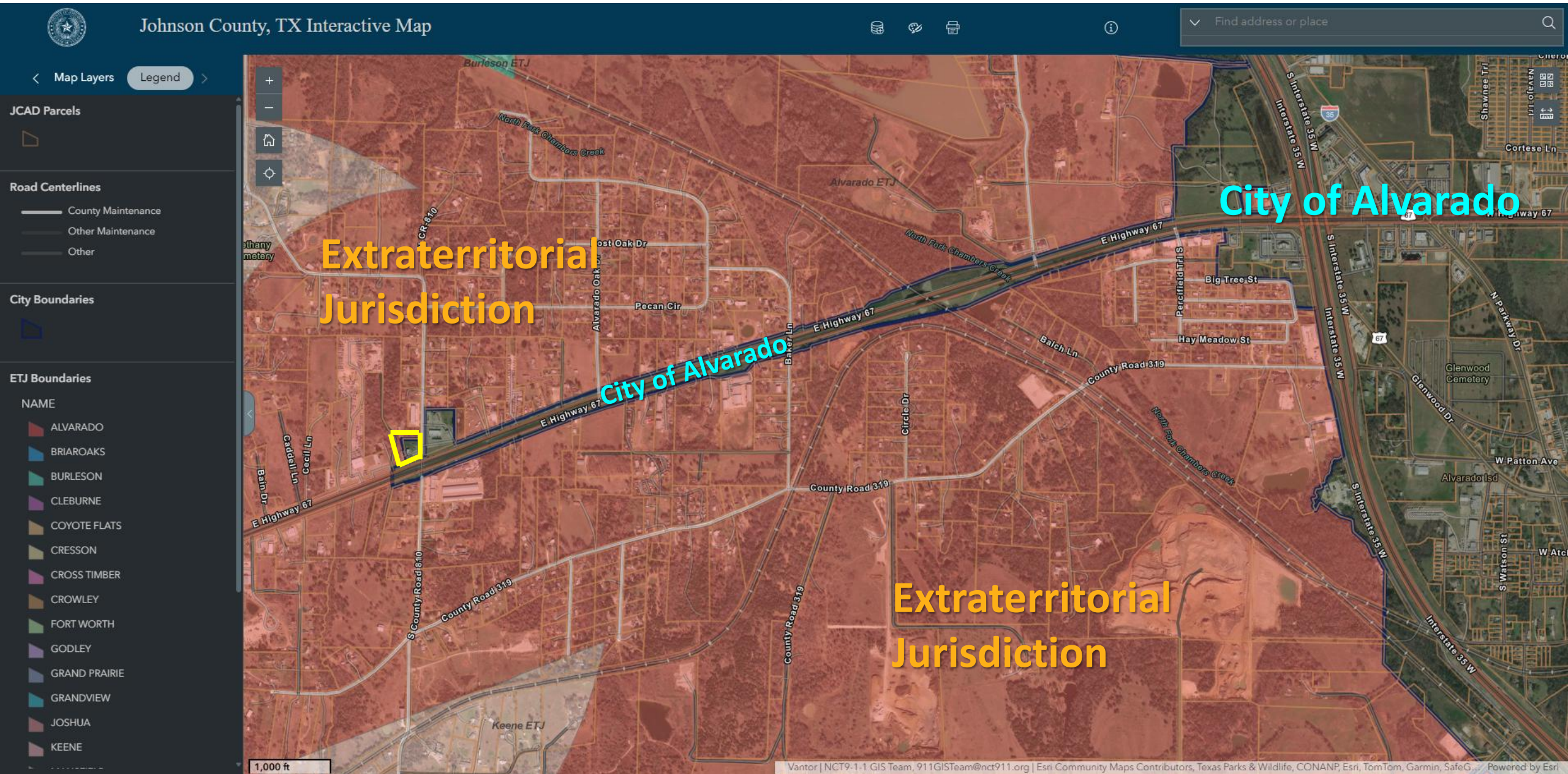
MANAGEMENT REVIEW:

Paul DeBuff, City Manager

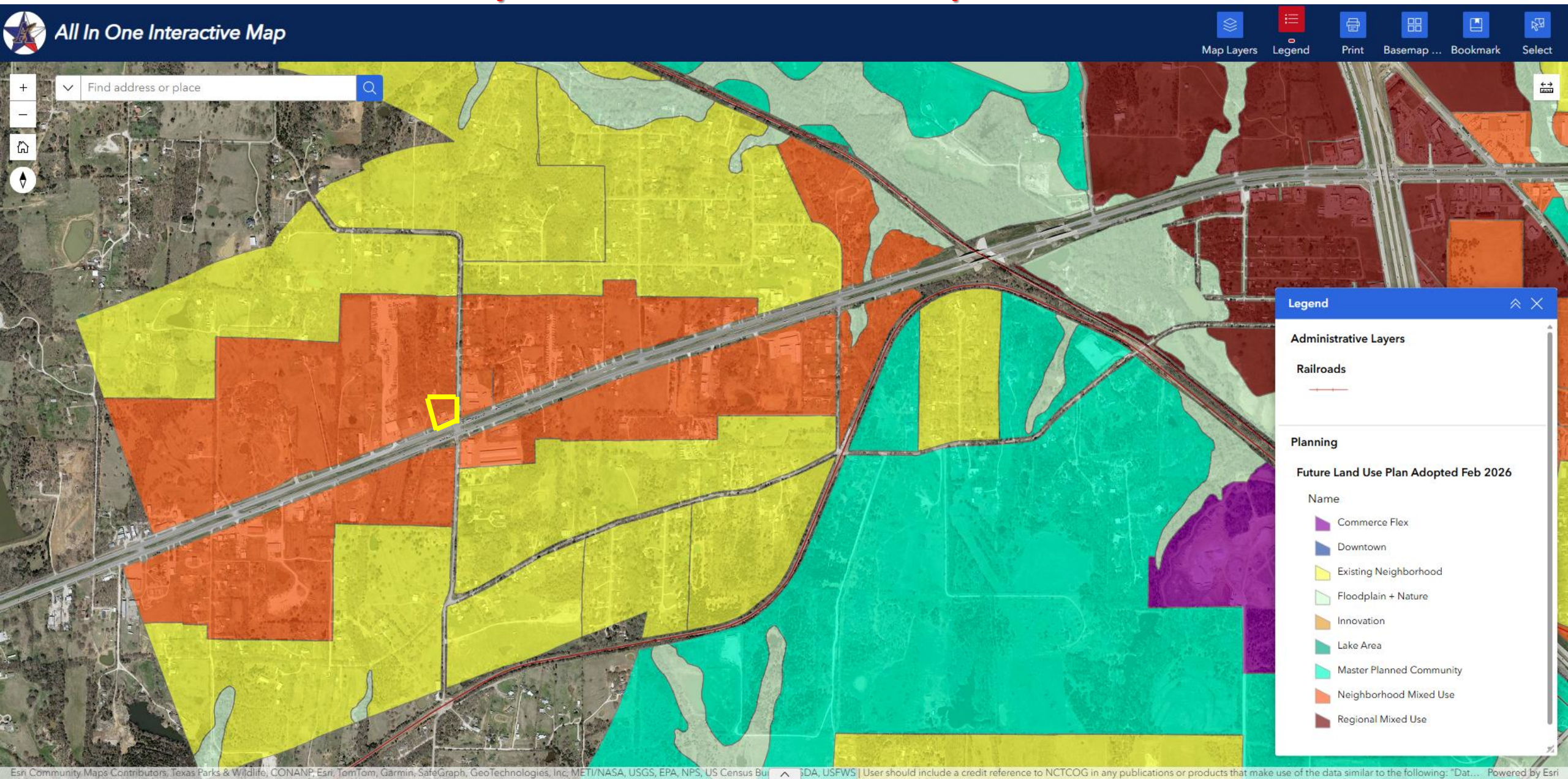
ATTACHMENTS:

1. FLUP map amend presentation
2. Ord 2026-XXXX Complian FLUP Map Amend Rec
3. P&Z Recommended FLUP Map Amendment

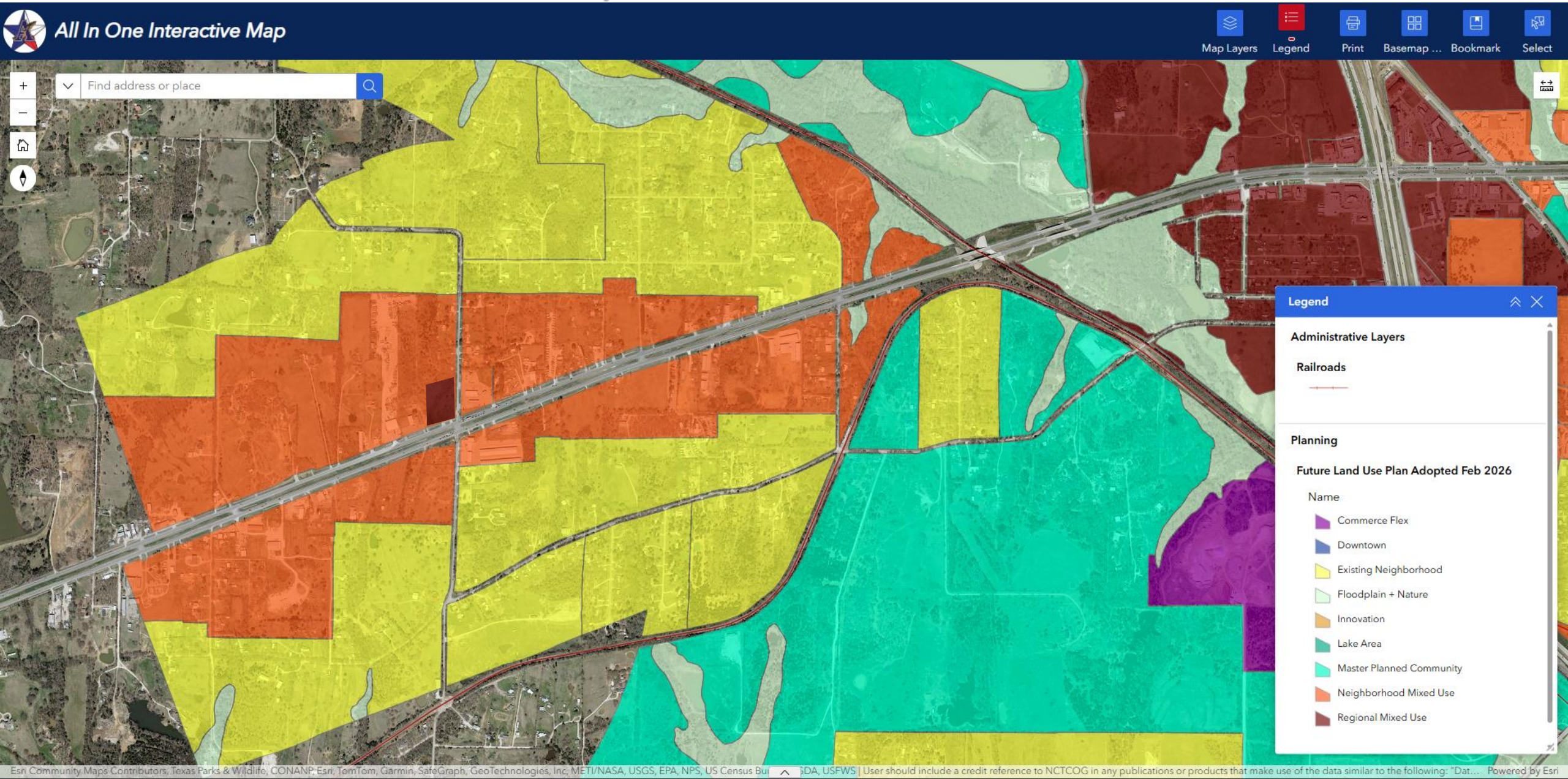
Location Map



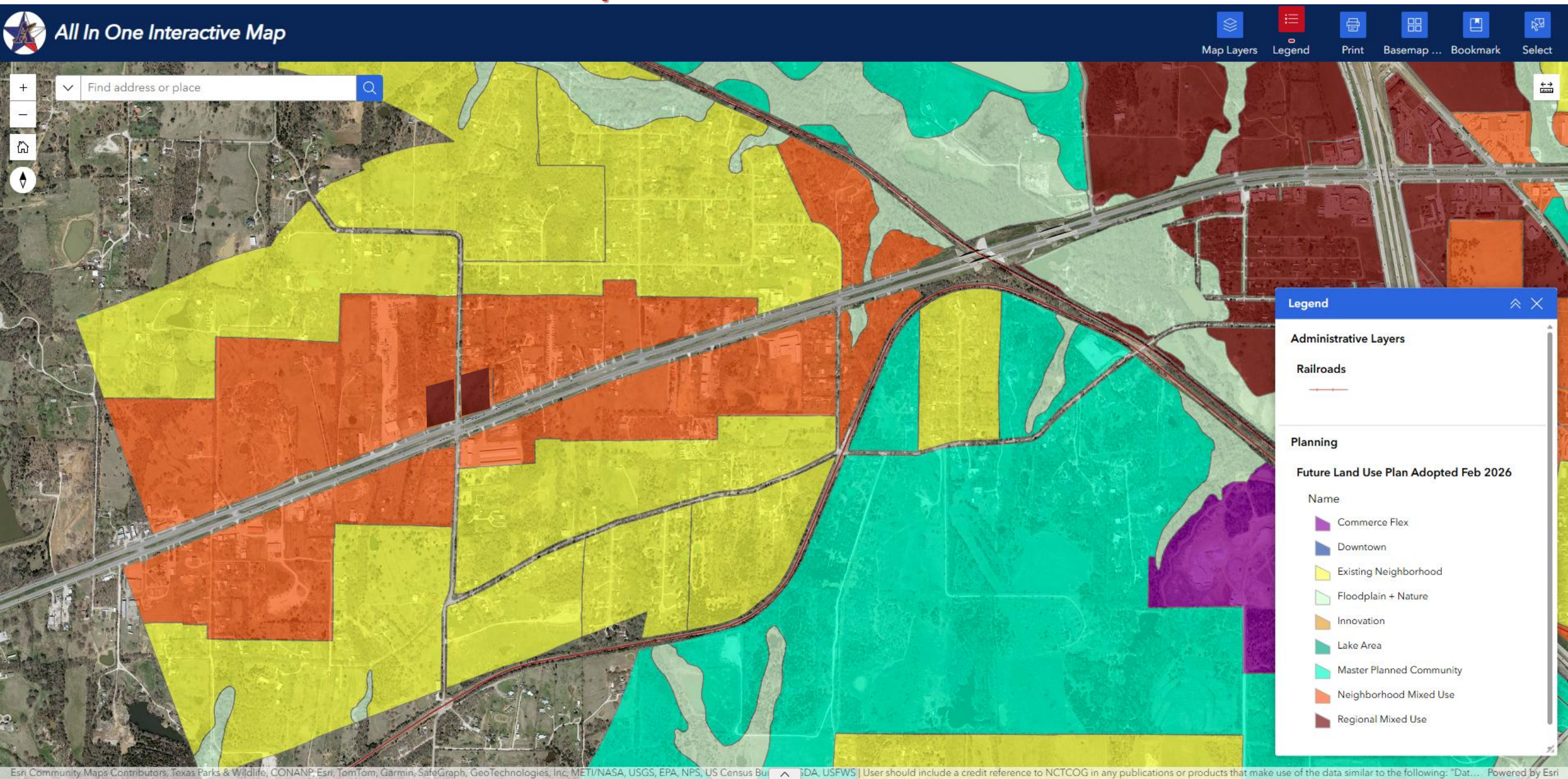
Today's Future Land Use Plan Map



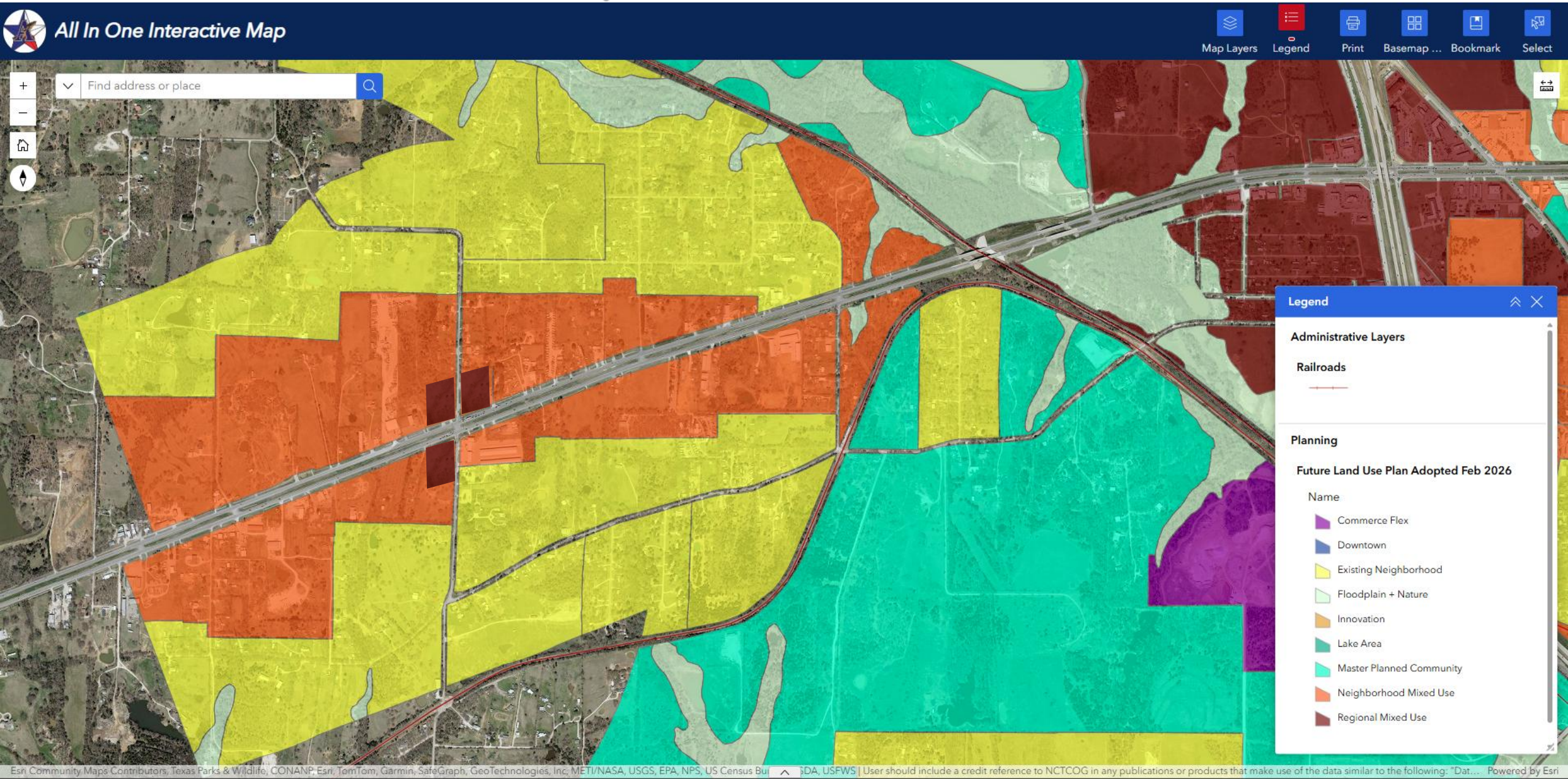
Option #1



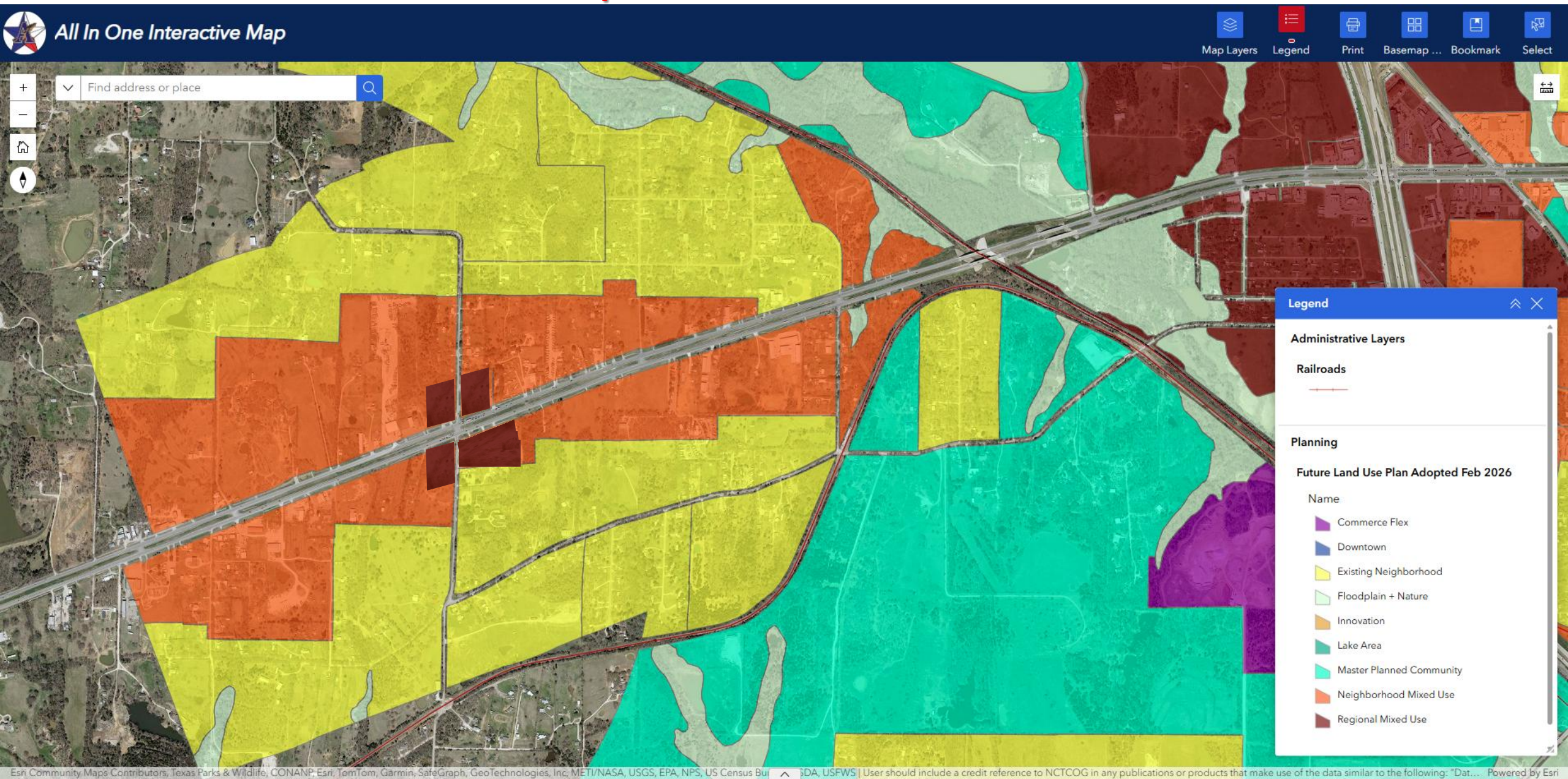
Option #2

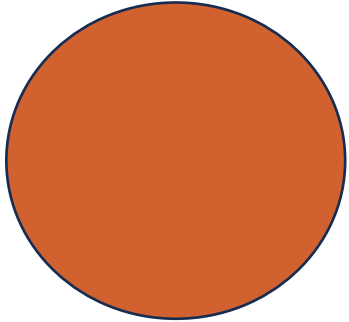


Option #3



Option #4





VISION: CHARACTER FRAMEWORK

Future Land Use Plan (FLUP)

Neighborhood Mixed-use

CHARACTER VISION

Neighborhood Mixed-use areas provide everyday destinations close to home. These areas balance activity and convenience with compatibility, functioning as transition zones between traditional residential neighborhoods and small-scale commercial and mixed-use.

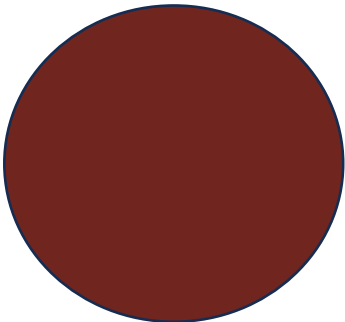
DESIGN + PLACE PRINCIPLES

- Maintain a maximum building height of two stories, with three stories possible at key intersections and where compatible with adjacent uses
- Support family-oriented amenities and entertainment, including residential, restaurant, and shopping destinations
- Function as transition spaces between major corridors or commercial uses and surrounding residential areas
- Incorporate needed service businesses and retail that serve nearby neighborhoods
- Emphasize walkability, human-scale design, and neighborhood access/connectivity
- Manage traffic, noise, light, access, etc. to protect adjacent residential areas

ROLE IN ALVARADO

Neighborhood Mixed-use areas provide needed businesses and housing that support daily life, while buffering traditional residential neighborhoods from more intense development or major corridors.





VISION: CHARACTER FRAMEWORK

Future Land Use Plan (FLUP)

Regional Mixed-Use

CHARACTER VISION

Regional Mixed-use areas serve as Alvarado’s regional-facing gateways and hubs of activity. These areas accommodate higher-intensity development that benefits from visibility and access, while creating recognizable destinations.

DESIGN + PLACE PRINCIPLES

- Maintain a maximum building height of five stories due to Fire Department equipment constraints
- Support highway-oriented commercial, residential, and hospitality uses along US-67 and IH-35W
- Encourage developments, destinations, and employment centers with regional draw
- Balance highway access with internal connectivity and walkability
- Establish cohesive site design and strong arrival experiences
- Manage transitions to adjacent land uses and corridors

ROLE IN ALVARADO

Regional Mixed-use areas position Alvarado within the broader region, attracting investment while supporting long-term growth objectives.



ORDINANCE NO. 2026-

AN ORDINANCE OF THE CITY OF ALVARADO, TEXAS, AMENDING THE FUTURE LAND USE PLAN MAP IN THE COMPREHENSIVE PLAN; PROVIDING THAT THIS ORDINANCE BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the City Council previously adopted a Comprehensive Plan to encourage and coordinate future physical development in the City; and

WHEREAS, the Planning and Zoning Commission held a public hearing and recommended an amendment to the Future Land Use Plan map in the Comprehensive Plan to the City Council on June 18, 2026; and

WHEREAS, the City Council conducted a public hearing on July 20, in which notice of the meeting was posted, where various amendment possibilities were presented and all persons were given the opportunity to present verbal and written testimony; and

WHEREAS, the City Council considered this testimony and finds the amendment to the Future Land Use Plan map in the Comprehensive Plan as set forth herein to be in the best interest of the citizens of Alvarado and the public.

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

SECTION 1.

The Comprehensive Plan, including the Future Land Use Plan map amendment, which is attached hereto as **Exhibit A** and incorporated herein by reference as if set forth fully at length herein, is hereby adopted by the City as a guide and public policy.

SECTION 2.

That this Plan is intended to constitute the Comprehensive Plan or Master Plan of the City of Alvarado, Texas, for all matters relating to long-range guidance relative to zoning and land use decisions, land subdivision, thoroughfare construction, park and recreation planning, and growth management as authorized by Chapter 213 of the Texas Local Government Code and shall replace all previously adopted Plans.

SECTION 3.

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

SECTION 4.

It is hereby declared to be the intention of the City Council that the phrases, clauses, sentences, paragraphs, and sections of this Ordinance are severable, and if any phrase, clause, sentence, paragraph, or section of this Ordinance shall be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs, and 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.

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

PASSED AND APPROVED by the City Council of the City of Alvarado on this the 20th day of July, 2026.

Jacob Wheat, Mayor

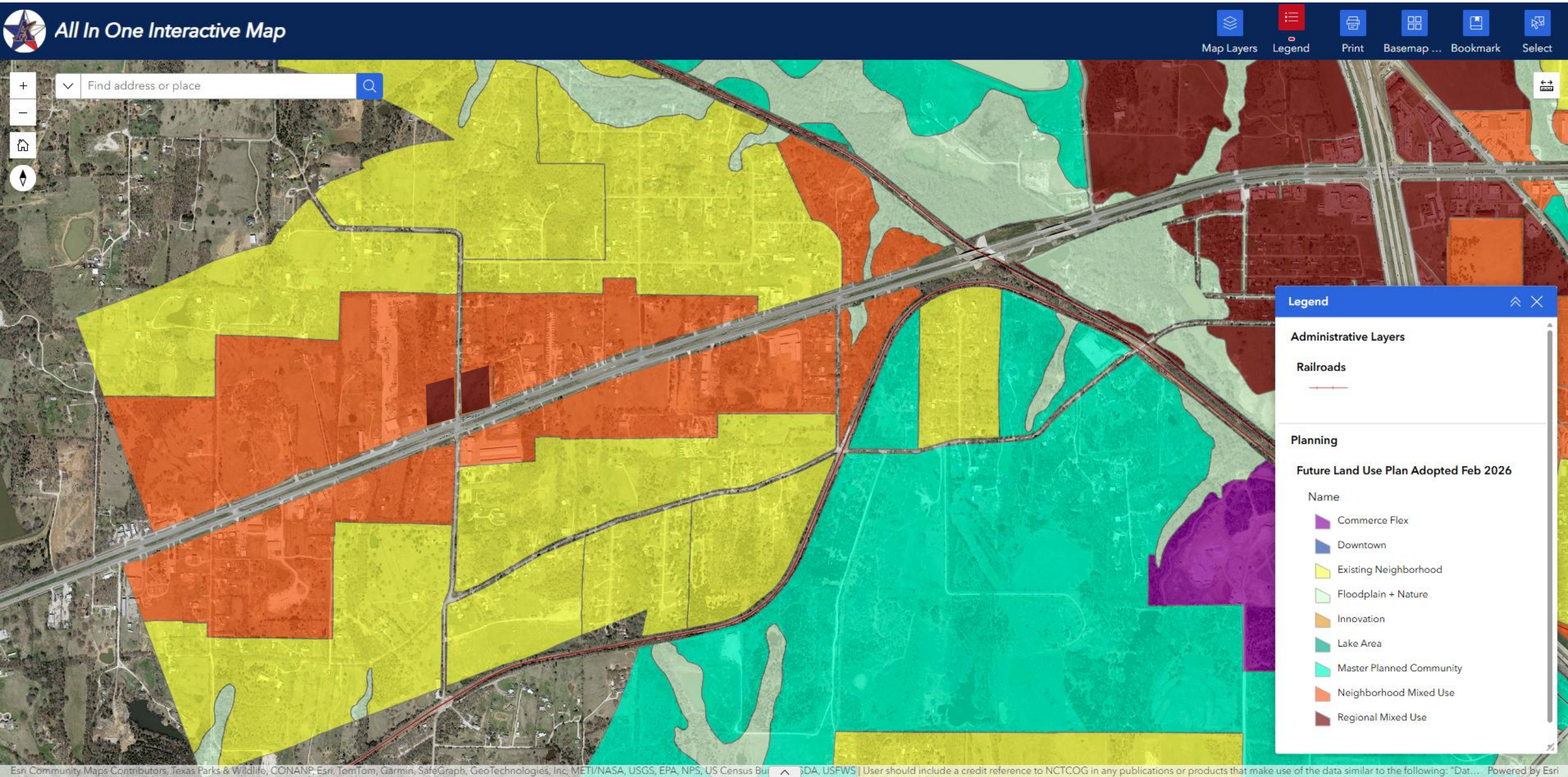
ATTEST:

Bobbie Jo Taylor, City Secretary

Exhibit “A”

(See Next Page)

Amended Future Land Use Plan





City Council Management Report

Meeting Date: 7/20/2026

Contact: Donielle Suber, Director of Administrative Services

AGENDA ITEM:

Consideration and action related to Resolution No. R2026-0044, A Resolution of the City of Alvarado, determining costs and calling a Public Hearing to consider an ordinance levying assessments on property located within the Lone Oak Improvement Area #2 Public Improvement District and directing the publication and mailing of notice of public hearing. (Lone Oak Cost Determining Resolution) (Suber)

BACKGROUND & FINDINGS:

The proposed Preliminary Service and Assessment Plan (SAP) for the Lone Oak Improvement Area (IA) #2 Public Improvement District was prepared in accordance with Chapter 372 of the Texas Local Government and provides the estimated costs of authorized public improvements, for the second improvement area and future improvement areas, along with the financing approach for the PID. This SAP also describes how assessment costs will be shared among properties within the PID and how payments will be collected. Authorized Improvements include roadway, streets, water, wastewater, drainage, retaining wall, landscaping, utilities improvements, and other soft costs (i.e., professional services).

FINANCIAL IMPACT:

There is no financial impact for the City of Alvarado.

RECOMMENDATION:

Staff recommends City Council approve R2026-00XX, a Resolution determining costs and calling a public hearing to consider an ordinance levying assessments on property located within the Lone Oak Improvement Area #2 Public Improvement District; directing the publication and mailing of notice of such public hearing.

MANAGEMENT REVIEW:

Paul DeBuff, City Manager

ATTACHMENTS:

1. Resolution Determining Costs and Calling Public Hearing on Assessments (Lone Oak PID)
(July 20 2026) - Resolution Only
2. Lone Oak PID Draft PSAP - v3.1

CERTIFICATE FOR RESOLUTION

THE STATE OF TEXAS
COUNTY OF JOHNSON
CITY OF ALVARADO

We, the undersigned officers of the City of Alvarado (the "City"), hereby certify as follows:

1. The City Council of said City convened in regular meeting on July 20, 2026, at the designated meeting place, and the roll was called of the duly constituted officers and members of said City Council, to-wit:

Jacob Wheat; Mayor
Beverly Short; Ward 1 Place 4
Lydia Moon; Ward 2 Place 2
Kevin Thomas; Ward 3 Place 3

Carrie Keeton; Ward 1 Place 1
Cherry Bryant; Ward 2 Place 5
Scott Arthur; Ward 3 Place 6

and all of said persons were present except _____, thus constituting a quorum. Whereupon, among other business, the following was transacted at said Meeting: a written resolution entitled

A RESOLUTION DETERMINING COSTS AND CALLING A PUBLIC HEARING TO CONSIDER AN ORDINANCE LEVYING ASSESSMENTS ON PROPERTY LOCATED WITHIN THE LONE OAK PUBLIC IMPROVEMENT DISTRICT; DIRECTING THE PUBLICATION AND MAILING OF NOTICE OF SUCH PUBLIC HEARING

was duly introduced for the consideration of said City Council. It was then duly moved and seconded that said Resolution be adopted and, after due discussion, said motion, carrying with it the adoption of said Resolution, prevailed and carried by the following vote:

AYES: _____ NOES: _____ ABSTAIN: _____

2. That a true, full and correct copy of the aforesaid Resolution adopted at the Meeting described in the above and foregoing paragraph is attached to and follows this Certificate; that said Resolution has been duly recorded in said City Council's minutes of said Meeting; that the above and foregoing paragraph is a true, full and correct excerpt from said City Council's minutes of said Meeting pertaining to the adoption of said Resolution; that the persons named in the above and foregoing paragraph are the duly chosen, qualified and acting officers and members of said City Council as indicated therein; that each of the officers and members of said City Council was duly and sufficiently notified officially and personally, in advance, of the time, place and purpose of the aforesaid Meeting, and that said Resolution would be introduced and considered for adoption at said Meeting, and each of said officers and members consented, in advance, to the holding of said Meeting for such purpose, and that said Meeting was open to the public and public notice of the time, place and purpose of said meeting was given, all as required by Chapter 551, Texas Government Code.

3. That the Mayor of said City has approved and hereby approves the aforesaid Resolution; that the Mayor and the City Secretary of said City have duly signed said Resolution; and that the Mayor and the City Secretary of said City hereby declare that their signing of this Certificate shall constitute the signing of the attached and following copy of said Resolution for all purposes.

SIGNED AND SEALED ON JULY 20, 2026.

Mayor
City of Alvarado, Texas

City Secretary
City of Alvarado, Texas

(CITY SEAL)

RESOLUTION NO. R2026-[_____]

A RESOLUTION DETERMINING COSTS AND CALLING A PUBLIC HEARING TO CONSIDER AN ORDINANCE LEVYING ASSESSMENTS ON PROPERTY LOCATED WITHIN THE LONE OAK PUBLIC IMPROVEMENT DISTRICT; DIRECTING THE PUBLICATION AND MAILING OF NOTICE OF SUCH PUBLIC HEARING

WHEREAS, the Public Improvement District Assessment Act, Texas Local Government Code, Chapter 372, as amended (the "Act") authorizes the governing body (the "City Council") of the City of Alvarado, Texas (the "City"), to create a public improvement district within the City; and

WHEREAS, the City Council has approved a resolution (the "Authorization Resolution"), authorizing, establishing and creating the Lone Oak Public Improvement District (the "District"); and

WHEREAS, the City Council and the City staff have been presented a "City of Alvarado Lone Oak Public Improvement District Preliminary Service and Assessment Plan" (the "Preliminary SAP") including the proposed assessment rolls attached thereto (the "Proposed Assessment Rolls"), a copy of which is attached hereto as **Exhibit B** and is incorporated herein for all purposes; and

WHEREAS, the Preliminary SAP sets forth the estimated total costs of certain Authorized Improvements to be financed in the District for the subsequent phase of development and the Proposed Assessment Rolls state the assessments proposed to be levied against each parcel of land in the District as determined by the method of assessment chosen by the City; and

WHEREAS, the Act requires that that the Proposed Assessment Rolls be filed with the City Secretary and be subject to public inspection; and

WHEREAS, the Act requires that a public hearing (the "Assessment Hearing") be held to consider proposed assessments and requires the City Council to hear and pass on any objections to the proposed assessments at, or on the adjournment of, the Assessment Hearing; and

WHEREAS, the Act requires that notice of the Assessment Hearing be published in a newspaper of general circulation in the City before the 10th day before the date of the Assessment Hearing;

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

SECTION 1. The recitals set forth above in this Resolution are true and correct and are hereby adopted as findings of the City Council and are incorporated into the body of this Resolution as if fully set forth herein.

SECTION 2. The City Council hereby accepts the Preliminary SAP for the District, including the Proposed Assessment Rolls. The City Council hereby determines that the total costs of the Authorized Improvements for Improvement Area #2 (as defined in the Preliminary SAP) to be financed by the District are set forth in the Preliminary SAP, which costs include payment of expenses incurred in the administration of the District and related to the issuance of proposed bonds for Improvement Area #2. Annual expenses incurred in the administration of the District are shown in the Proposed Assessment Rolls.

SECTION 3. The City Council hereby calls a public hearing (the Assessment Hearing as defined above) to be held on August 17, 2026 at 6:30 p.m. in the regular meeting place of the City Council in the Council Chamber in the City Hall located at City of Alvarado, 104 West College Street, Alvarado, Texas 76009, at which the City Council shall, among other actions, hear and pass on any objections to the proposed assessments on the Improvement Area #2 of the District; and, upon the adjournment of the Assessment Hearing, the City Council may consider an ordinance levying the assessments as special assessments on certain property within Improvement Area #2 of the District (which ordinance shall specify the method of payment of the assessments).

SECTION 4. The City Council hereby authorizes and directs the City Secretary to publish notice of the Assessment Hearing, in substantially the form attached hereto as **Exhibit A** and incorporated herein for all purposes, in a newspaper of general circulation in the City, as required by Section 372.016(b) of the Act.

SECTION 5. The City Council hereby authorizes and directs the City Secretary to mail notice of the Assessment Hearing to owners of property liable for the assessment, as required by Section 372.016(c) of the Act.

SECTION 6. This Resolution shall become effective from and after its date of passage in accordance with law.

EXHIBIT A

CITY OF ALVARADO, TEXAS NOTICE OF PUBLIC HEARING (LONE OAK PID IA#2)

NOTICE IS HEREBY HGIVEN THAT a public hearing will be conducted by the City Council of Alvarado, Texas at 6:30 p.m. on August 17, 2026 at Alvarado City Hall, City of Alvarado, 104 West College Street, Alvarado, Texas 76009. The public hearing will be held to consider proposed assessments to be levied against certain assessable property within the Improvement Area #2 of the Lone Oak Public Improvement District ("District") pursuant to the provisions of Chapter 372 of the Texas Local Government Code, as amended (the "Act").

The general nature of the proposed improvements authorized by the Act to be undertaken and financed for the benefit of certain property within the District include: (i) street and roadway improvements, including related sidewalks, drainage, utility relocation, signalization, landscaping, lighting, signage, off-street parking and right-of-way; (ii) establishment or improvement of parks and open space, together with the design, construction and maintenance of any ancillary structures, features or amenities such as trails, playgrounds, walkways, lighting and any similar items located therein; (iii) sidewalks and landscaping, including entry monuments and features, fountains, lighting and signage; (iv) acquisition, construction, and improvement of water, wastewater and drainage improvements and facilities; (v) projects similar to those listed in subsections (i) - (iv) above authorized by the Act, including similar off-site projects that provide a benefit to the property within the District; (vi) special supplemental services for improvement and promotion of the District as approved by the City; (vii) payment of costs associated with operating and maintaining the public improvements listed in subparagraphs (i) - (vi) above; (viii) payment of costs associated with developing and financing the public improvements listed in subparagraphs (i) - (vi) above; (ix) costs of establishing, administering and operating the District; and (x) costs of issuance, reserve funds, capitalized interest or credit enhancement of bonds issued for the purposes described above (the "Authorized Improvements"). These Authorized Improvements shall promote the interests of the City and confer a special benefit upon the Property. The total costs of the Authorized Improvements for the District will be approximately \$13,000,000 for Improvement Area #2.

The District includes approximately 428.755 acres of land described by a metes and bounds description attached hereto and Improvement Area #2 includes 68.838 acres. All written or oral objections on the proposed assessments within the District will be considered at the public hearing.

A copy of the proposed assessment rolls relating to the Authorized Improvements to be undertaken at this time, which includes the assessments to be levied against certain assessable parcels in Improvement Area #2 of the District, is available for public inspection at the office of the City Secretary, Alvarado City Hall, 104 West College Street, Alvarado, Texas 76009.

EXHIBIT B
Preliminary Service and Assessment Plan

See attached

LONE OAK PUBLIC IMPROVEMENT DISTRICT

ALVARADO, TEXAS



PRELIMINARY SERVICE AND ASSESSMENT PLAN

May 19, 2025

As Updated for Improvement Area #2 Bonds on August 17,
2026

PREPARED BY:

MUNICAP, INC.
— PUBLIC FINANCE —

LONE OAK PUBLIC IMPROVEMENT DISTRICT

PRELIMINARY SERVICE AND ASSESSMENT PLAN

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I. PLAN DESCRIPTION AND DEFINED TERMS

A. INTRODUCTION

On October 18, 2021, the City Council of the City of Alvarado, Texas (the “City Council”) passed and approved a resolution (the “Creation Resolution”) approving and authorizing the creation of the Lone Oak Public Improvement District (the “PID”) to finance the costs of certain public improvements for the benefit of property in the PID.

On April 18, 2022, the City Council passed and approved a Resolution adding approximately 76.93 acres of property into the PID and on January 22, 2024, the PID boundaries were adjusted. The PID, as expanded and adjusted, currently consists of approximately 428.755 total acres.

On April 18, 2022, the City Council passed and approved Ordinance 2022-0005 annexing approximately 352.471 acres of property in the PID into the corporate limits of the City of Alvarado.

On May 15, 2024, the City Council passed and approved Ordinance 2024-0007 annexing approximately 76.93 acres of property in the PID into the corporate limits of the City of Alvarado. All property in the PID is located within the corporate limits of the City of Alvarado.

On May 19, 2025, the City Council passed and approved Ordinance 2025-0010 which levied Assessments against the Improvement Area #1 Assessed Property in connection with the issuance of the City of Alvarado, Texas, Special Assessment Revenue Bonds, Series 2025 (Lone Oak Public Improvement District Improvement Area #1 Project) to finance a portion of the Improvement Area #1 Projects and also approved the Lone Oak Public Improvement District Service and Assessment Plan (the “2025 Service and Assessment Plan”).

The 2025 Service and Assessment Plan, as heretofore updated, is being updated as this Lone Oak Public Improvement District Updated Service and Assessment Plan (the “Service and Assessment Plan”) in connection with the issuance of the City of Alvarado, Texas, Special Assessment Revenue Bonds, Series 2026 (Lone Oak Public Improvement District Improvement Area #2 Project).

The property in the PID is proposed to be developed in multiple phases, and the PID will finance public improvements in phases as the property is developed. As described herein, Assessments will be imposed on the parcels that receive a special benefit from the Authorized Improvements (as defined herein).

Chapter 372 of the Texas Local Government Code, as amended, the “Public Improvement District Assessment Act” (the “PID Act”), governs the creation and operation of public improvement districts within the State of Texas. This Lone Oak Public Improvement District Service and Assessment Plan (the “Service and Assessment Plan”) has been prepared in accordance with the PID Act and specifically Sections 372.013, 372.014, 372.015 and 372.016, which address the requirements of a service and assessment plan and the assessment roll. Section 372.013 of the PID Act requires a service plan to “(i) cover a period of at least five years; (ii) define the annual indebtedness and the projected costs for improvements; and (iii) include a copy of the notice form

required by Section 5.014, Property Code.” The service plan is described in Section IV of this Service and Assessment Plan. The copy of the notice form required by Section 5.014 of the Texas Property Code, as amended, is attached hereto as Appendix E.

Section 372.014 of the PID Act requires that “an assessment plan must be included in the annual service plan.” The assessment plan is described in Section V of this Service and Assessment Plan.

Section 372.015 of the PID Act requires that “the governing body of the municipality or county shall apportion the cost of an improvement to be assessed against property in an improvement district.” The method of assessing the costs of the Authorized Improvements and apportionment of such costs to the property in the PID is included in the Creation Resolution and Section V of this Service and Assessment Plan.

Section 372.016 of the PID Act requires that “after the total cost of an improvement is determined, the governing body of the municipality or county shall prepare a proposed assessment roll. The roll must state the assessment against each parcel of land in the district, as determined by the method of assessment chosen by the municipality or county under this subchapter.” The Assessment Rolls for the PID are included as Appendix G and Appendix H of this Service and Assessment Plan and additional Assessment Rolls may be added to this Service and Assessment Plan in the future. The Assessments as shown on each Assessment Roll are based on the method of assessment and apportionment of costs described in Section V of this Service and Assessment Plan.

B. DEFINITIONS

Capitalized terms used herein shall have the meanings ascribed to them as follows:

“Actual Cost(s)” means, with respect to an Authorized Improvement, the demonstrated, reasonable, allocable, and allowable costs of constructing such Authorized Improvement, as specified in a payment request in a form that has been reviewed and approved by the City. Actual Cost may include (a) the costs for the design, planning, financing, administration, management, acquisition, installation, construction and/or implementation of such Authorized Improvement, including general contractor construction management fees, if any, (b) the costs of preparing the construction plans for such Authorized Improvement, (c) the fees paid for obtaining permits, licenses or other governmental approvals for such Authorized Improvement, (d) the costs for external professional costs associated with such Authorized Improvement, such as engineering, geotechnical, surveying, land planning, architectural landscapers, advertising, marketing and research studies, appraisals, legal, accounting and similar professional services, taxes (e) the costs of all labor, bonds and materials, including equipment and fixtures, incurred by contractors, builders and material men in connection with the acquisition, construction or implementation of the Authorized Improvements, (f) all related permitting, zoning and public approval expenses, architectural, engineering, legal, and consulting fees, financing charges, taxes, governmental fees and charges (including inspection fees, City permit fees, development fees), insurance premiums, and miscellaneous expenses.

Actual Costs include general contractor’s fees in an amount up to a percentage equal to the percentage of work completed and accepted by the City or construction management fees in an

amount up to five percent of the eligible Actual Costs described in a payment request in a form that has been reviewed and approved by the City. The amounts expended on legal costs, taxes, governmental fees, insurance premiums, permits, financing costs, and appraisals shall be excluded from the base upon which the general contractor and construction management fees are calculated.

“Additional Interest” means the up to 0.50% additional interest rate charged on Assessments (if applicable) pursuant to Section 372.018 of the PID Act.

“Additional Interest Component” means the amount collected by application of the Additional Interest.

“Administrative Expenses” mean the administrative, organization, maintenance and operation costs associated with, or incident to, the administration, organization, maintenance and operation of the PID, including, but not limited to, the costs of: (i) creating and organizing the PID, including conducting hearings, preparing notices and petitions, and all costs incident thereto, including engineering fees, legal fees, and consultant fees, (ii) the annual administrative, organization, maintenance, and operation costs and expenses associated with, or incident and allocable to, the administration, organization, and operation of the PID, (iii) computing, levying, billing and collecting Assessments or the Annual Installments thereof, (iv) maintaining the record of installments of the Assessments and the system of registration and transfer of the Bonds, (v) invoicing, paying redeeming, and servicing payment on the Bonds, (vi) investing or depositing of monies, (vii) complying with the PID Act and other laws applicable to the Bonds, (viii) the Trustee fees and expenses relating to the Bonds, including reasonable fees, (ix) legal counsel, engineers, accountants, financial advisors, investment bankers or other PID consultants and advisors, and (x) administering the construction of the Authorized Improvements. Administrative Expenses do not include payment of the actual principal of, redemption premium, if any, and interest on the Bonds. Administrative Expenses collected and not expended for actual Administrative Expenses in one year shall be carried forward and applied to reduce Administrative Expenses in subsequent years to avoid the over-collection of amounts to pay Administrative Expenses.

“Administrator” means the City Manager, city staff, or any person or firm specifically designated by the City, who shall have the responsibilities provided for herein.

“Annual Installment” means, with respect to each Parcel of Assessed Property, each annual payment of: (i) the Assessments including both principal and interest, as shown on the Assessment Rolls attached hereto as Appendix G or in an Annual Service Plan Update, and calculated as provided in Section VI of this Service and Assessment Plan, (ii) the Additional Interest Component designated for the Delinquency and Prepayment Reserve described in Section V of this Service and Assessment Plan, and (iii) the Administrative Expenses.

“Annual Service Plan Update” has the meaning set forth in the fourth paragraph of Section IV of this Service and Assessment Plan.

“Assessed Property” means the Parcels that benefit from the Authorized Improvements to be and on which Assessments have been imposed as shown in the Assessment Roll (as each Assessment

Roll is updated each year by the Annual Service Plan Update). Assessed Property includes all Parcels shown on the Assessment Rolls and excludes Non-Benefited Property.

“Assessment” means an assessment levied against a Parcel imposed pursuant to an Assessment Ordinance and the provisions herein, as shown on any Assessment Roll, subject to reallocation upon the subdivision of such Parcel or reduction according to the provisions herein and the PID Act. An Assessment for a Parcel consists of the Annual Installments to be collected in all years including the portion of those Annual Installments collected to pay Administrative Expenses and interest on all Assessments.

“Assessment Ordinance” means each Assessment Ordinance adopted by the City Council levying the Assessments against the Assessed Property.

“Assessment Revenues” mean the revenues actually received by or on behalf of the City from the collection of Assessments.

“Assessment Roll” means the applicable, Improvement Area Assessment Roll, or any other future Assessment Roll in an amendment or supplement to this Service and Assessment Plan or in an Annual Service Plan Update, as each may be updated, modified, or amended from time to time in accordance with the procedures set forth in this Service and Assessment Plan and in the PID Act and approved by the City Council.

“Authorized Improvements” mean those public improvements, including Major Improvements, Improvement Area #1 Improvements, and Improvement Area #2 Improvements, described in Appendix B of this Service and Assessment Plan and Section 372.003 of the PID Act, constructed and installed in accordance with this Service and Assessment Plan, and any future updates and/or amendments.

“Bonds” mean any bonds issued by the City in one or more series and secured in whole or in part by the Assessment Revenues.

“Budgeted Cost(s)” means the amounts budgeted to construct the Authorized Improvements as used in the preparation of this Service and Assessment Plan.

“Certification for Payment” means the certificate to be provided by the Developer, or his designee, to substantiate the Actual Cost of one or more Authorized Improvements.

“City” means the City of Alvarado, Texas.

“County” means Johnson County, Texas.

“Delinquency and Prepayment Reserve” is the account funded from the Additional Interest Component of the Annual Installments and to be used for paying interest associated with a prepayment and to offset any possible delinquency related costs as set forth in Section V.G of this Service and Assessment Plan.

“Delinquent Collection Costs” mean interest, penalties and expenses incurred or imposed with respect to any delinquent installment of an Assessment in accordance with the PID Act and the costs related to pursuing collection of a delinquent Assessment and foreclosing the lien against the Assessed Property, including attorney’s fees.

“Developer” means, collectively, Century Land Holdings of Texas, LLC, and GRBK Edgewood LLC.

“Development Agreement” means that certain Amended and Restated Lone Oak Development Agreement by and between the City, Alvarado 429 Partners, LLC, and GRBK Edgewood, LLC, approved by the City on October 18, 2021, as partially assigned to Century Land Holdings of Texas, LLC, as amended by that Second Amended and Restated Lone Oak Development Agreement, between the City, GRBK Edgewood LLC and Century Land Holdings of Texas, LLC, effective as of January 22, 2024 and related to development of the property within the PID, and as the same may be further amended from time to time.

“Equivalent Units” means, as to any Parcel, the number of dwelling units by lot type expected to be built on the Parcel multiplied by the factors calculated and shown in Appendix F attached hereto.

“Future Improvement Area(s)” means Improvement Areas that are fully developed after Improvement Area #2, as such areas are generally depicted and described in Appendix A.

“Future Improvement Area Improvements” means those Authorized Improvements associated with any Future Improvement Area(s).

“Homeowner Association” means a homeowner’s association or property owners’ association established for the benefit of property owners within the boundaries of the PID.

“Homeowner Association Property” means property within the boundaries of the PID that is owned by or irrevocably offered for dedication to, whether in fee simple or through an exclusive use easement, a Homeowner’s Association.

“Improvement Area” means one or more Parcels within the PID that will be developed in the same general time period. The Parcels within an Improvement Area will be assessed for Authorized Improvements (or the portion thereof) designated in an update to this Service and Assessment Plan that specially benefit the Parcels within the Improvement Area.

“Improvement Area #1” means the initial improvement area developed and generally shown in Appendix A, as specifically depicted and described as the sum of all Parcels shown in Appendix G.

“Improvement Area #1 Assessed Property” means all Parcels within Improvement Area #1 other than Non-Benefited Property and shown in the Improvement Area #1 Assessment Roll against which an Assessment relating to the Improvement Area #1 Projects was levied.

“Improvement Area #1 Assessment Revenues” mean the actual revenues received by or on behalf of the City from the collection of Assessments levied against Improvement Area #1 Assessed Property, or the Annual Installments thereof, for the Improvement Area #1 Projects.

“Improvement Area #1 Assessment Roll” means the document included in this Service and Assessment Plan as Appendix G, as updated, modified or amended from time to time in accordance with the procedures set forth herein and in the PID Act, including updates prepared in connection with the issuance of Bonds or in connection with any Annual Service Plan Update.

“Improvement Area #1 Bonds” mean those certain City of Alvarado, Texas, Special Assessment Revenue Bonds, Series 2025 (Lone Oak Public Improvement District Improvement Area #1 Project) that are secured by Improvement Area #1 Assessment Revenues.

“Improvement Area #1 Improvements” mean the Authorized Improvements which only benefit Improvement Area #1 Assessed Property, which are described in Section III.C.

“Improvement Area #1 Maximum Assessment Per Unit” means for Improvement Area #1 an Assessment per unit not to exceed \$22,138.34 as shown in Appendix F.

“Improvement Area #1 Projects” mean (i) the pro rata portion of the Major Improvements allocable to Improvement Area #1, and (ii) the Improvement Area #1 Improvements.

“Improvement Area #2” means the improvement area to be developed and generally shown in Appendix A, as specifically depicted and described as the sum of all Parcels shown in Appendix H.

“Improvement Area #2 Assessed Property” means all Parcels within Improvement Area #2 other than Non-Benefited Property and shown in the Improvement Area #2 Assessment Roll against which an Assessment relating to the Improvement Area #2 Projects is levied.

“Improvement Area #2 Assessment Revenues” mean the actual revenues received by or on behalf of the City from the collection of Assessments levied against Improvement Area #2 Assessed Property, or the Annual Installments thereof, for the Improvement Area #2 Projects.

“Improvement Area #2 Assessment Roll” means the document included in this Service and Assessment Plan as Appendix H, as updated, modified or amended from time to time in accordance with the procedures set forth herein and in the PID Act, including updates prepared in connection with the issuance of Bonds or in connection with any Annual Service Plan Update.

“Improvement Area #2 Bonds” mean those certain City of Alvarado, Texas, Special Assessment Revenue Bonds, Series 2026 (Lone Oak Public Improvement District Improvement Area #2 Project) that are secured by Improvement Area #2 Assessment Revenues.

“Improvement Area #2 Improvements” mean the Authorized Improvements which only benefit Improvement Area #2 Assessed Property, which are described in Section III.D.

“Improvement Area #2 Maximum Assessment Per Unit” means for Improvement Area #2, an Assessment per unit related to the Improvement Area #2 Projects for each applicable Lot Type as follows:

Lot Type 1 (50 Ft)	\$23,289.70
Lot Type 2 (45 Ft)	\$22,591.01

“Improvement Area #2 Projects” mean (i) the pro rata portion of the Major Improvements allocable to Improvement Area #2, and (ii) the Improvement Area #2 Improvements.

“Lot” means a tract of land described as a “lot” in a subdivision plat recorded in the official public records of the County.

“Lot Type” means a classification of final building lots with similar characteristics (e.g. commercial, light industrial, multifamily residential, single family residential, etc.), as determined by the Administrator and confirmed by the City Council as shown in Appendix F. In the case of single family residential lots, the Lot Type shall be further defined by classifying the residential lots by the estimated average home value for each home at the time of assessment levy, considering factors such as density, lot size, proximity to amenities, view premiums, location, and any other factors that may impact the average home value on the lot, as determined by the Administrator and confirmed by the City Council.

“Major Improvements” mean the Authorized Improvements which benefit all Assessed Property within the PID and are described in Section III.B.

“Non-Benefited Property” means Parcels that accrue no special benefit from the Authorized Improvements, including Homeowner Association Property, Public Property and easements that create an exclusive use for a public utility provider to the extent they accrue no special benefit. Property identified as Non-Benefited Property at the time the Assessments (i) are imposed or (ii) are reallocated pursuant to a subdivision of a Parcel, is not assessed. Assessed Property converted to Non-Benefited Property, if the Assessments may not be reallocated pursuant to the provisions herein, remains subject to the Assessments and requires the Assessments to be prepaid as provided for in Section VI.E.

“Parcel” or **“Parcels”** means a parcel or parcels within the PID identified by either a tax map identification number assigned by the Johnson Central Appraisal District for real property tax purposes or by lot and block number in a final subdivision plat recorded in the real property records of the County.

“PID” has the meaning set forth in Section I.A of this Service and Assessment Plan.

“PID Act” means Texas Local Government Code Chapter 372, Public Improvement District Assessment Act, Subchapter A, Public Improvement Districts, as amended.

“Prepayment Costs” mean interest and expenses to the date of prepayment, plus any additional expenses related to the prepayment, reasonably expected to be incurred by or imposed upon the City as a result of any prepayment of an Assessment.

“Public Property” means property within the boundaries of the PID that is owned by or irrevocably offered for dedication to the federal government, the State of Texas, the County, the City, a school district or any other public agency, whether in fee simple or through an exclusive use easement.

“Service and Assessment Plan” means this Service and Assessment Plan prepared for the PID pursuant to the PID Act, as the same may be amended from time to time.

“Trustee” means the fiscal agent or trustee as specified in the Trust Indenture, including a substitute fiscal agent or trustee.

“Trust Indenture” means an indenture of trust, ordinance or similar document setting forth the terms and other provisions relating to the Bonds, as modified, amended, and/or supplemented from time to time.

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II. PROPERTY INCLUDED IN THE PID

A. PROPERTY INCLUDED IN THE PID

The PID is located within the corporate limits of the City and contains approximately 428.755 acres of land. A map of the property within the PID is shown on Appendix A to this Service and Assessment Plan.

At completion, the PID is expected to consist of approximately 1,657 single family residential units and includes infrastructure necessary to provide roadways, water, drainage, and utilities to the PID.

The property within the PID is proposed to be developed as follows:

Table II-A
Proposed Development

Proposed Development	Quantity	Measurement
Lot Type 1 (50 Ft)	964	Units
Lot Type 2 (45 Ft)	693	Units
Total	1,657	Units

B. PROPERTY INCLUDED IN IMPROVEMENT AREA #1

Improvement Area #1 consists of approximately 70.219 acres and is projected to consist of 253 single family residential units, to be developed as Improvement Area #1, as further described in Section III. A map of the property within Improvement Area #1 is shown in Appendix A.

The property within Improvement Area #1 is proposed to be developed as follows:

Table II-B
Proposed Development – Improvement Area #1

Proposed Development	Quantity	Measurement
Lot Type 1 (50 Ft)	253	Units
Total	253	Units

C. PROPERTY INCLUDED IN IMPROVEMENT AREA #2

Improvement Area #2 consists of approximately 68.838 acres and is projected to consist of 363 single family residential units, to be developed as Improvement Area #2, as further described in Section III. A map of the property within Improvement Area #2 is shown in Appendix A.

The property within Improvement Area #2 is proposed to be developed as follows:

Table II-C
Proposed Development – Improvement Area #2

Proposed Development	Quantity	Measurement
Lot Type 1 (50 Ft)	181	Units
Lot Type 2 (45 Ft)	182	Units
Total	363	Units

D. PROPERTY INCLUDED IN THE FUTURE IMPROVEMENT AREA

The Future Improvement Area consists of approximately 289.698 acres and is projected to consist of approximately 1,041 residential units. A map of the property within the Future Improvement Area is shown in Appendix A.

The property within the Future Improvement Area is proposed to be developed as follows:

Table II-D
Proposed Development – Future Improvement Area

Proposed Development	Quantity	Measurement
Lot Type 1 (50 Ft)	530	Units
Lot Type 2 (45 Ft)	511	Units
Total	1,041	Units

As Future Improvement Areas are developed, Bonds may be issued for each new Improvement Area. In connection with the issuance of each new series of Bonds, this Service and Assessment Plan will be updated to add additional details of each new Improvement Area(s) as shown for Improvement Area #1 in Section II.B and Improvement Area #2 in Section II.C. A map of the projected property within each Future Improvement Area is shown in Appendix A. The Future Improvement Area(s) are shown for illustrative purposes only and are subject to adjustment. The current Parcels in the PID are shown on the Assessment Rolls included as Appendix G and Appendix H and additional Assessment Rolls may be added to this Service and Assessment Plan as the Future Improvement Area(s) are developed.

The estimated number of units at the build-out of the PID is based on the land use approvals for the property, the anticipated subdivision of property in the PID, and the Developer's estimate of the highest and best use of the property within the PID.

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III. DESCRIPTION OF THE AUTHORIZED IMPROVEMENTS

A. AUTHORIZED IMPROVEMENT OVERVIEW

372.003. Authorized Improvements

(a) If the governing body of a municipality or county finds that it promotes the interests of the municipality or county, the governing body may undertake an improvement project that confers a special benefit on a definable part of the municipality or county or the municipality's extraterritorial jurisdiction. A project may be undertaken in the municipality or county or the municipality's extraterritorial jurisdiction.

(b) A public improvement may include:

- (i) landscaping;
- (ii) erection of fountains, distinctive lighting, and signs;
- (iii) acquiring, constructing, improving, widening, narrowing, closing, or rerouting of sidewalks or of streets, any other roadways, or their rights-of way;
- (iv) construction or improvement of pedestrian malls;
- (v) acquisition and installation of pieces of art;
- (vi) acquisition, construction, or improvement of libraries;
- (vii) acquisition, construction, or improvement of off-street parking facilities;
- (viii) acquisition, construction, improvement, or rerouting of mass transportation facilities;
- (ix) acquisition, construction, or improvement of water, wastewater, or drainage facilities or improvements;
- (x) the establishment or improvement of parks;
- (xi) projects similar to those listed in Subdivisions (i)-(x);
- (xii) acquisition, by purchase or otherwise, of real property in connection with an authorized improvement;
- (xiii) special supplemental services for improvement and promotion of the district, including services relating to advertising, promotion, health and sanitation, water and wastewater, public safety, security, business recruitment, development, recreation, and cultural enhancement;
- (xiv) payment of expenses incurred in the establishment, administration and operation of the district; and
- (xv) the development, rehabilitation, or expansion of affordable housing

After analyzing the public improvement projects authorized by the PID Act, the City has determined at this time to undertake only Authorized Improvements listed in Section III.B and Section III.C and shown in the opinion of probable costs shown in Appendix B and on the diagrams included as Appendix D for the benefit of the Assessed Property. Any change to the list of Authorized Improvements will require the approval of the City and an update to this Service and Assessment Plan.

B. DESCRIPTIONS AND COSTS OF MAJOR IMPROVEMENTS

The Major Improvements benefit the entire PID. The costs of the Major Improvements are allocated proportionally throughout the entire PID, excluding Non-Benefited Property, in a manner that anticipates planned development of the PID based on the anticipated number of Equivalent Units. The Budgeted Costs of Major Improvements will be proportionally allocated to Improvement Area #1, Improvement Area #2, and the Future Improvement Area, as shown on Table III-A, and further described in Section V.C.

The Budgeted Costs of the Major Improvements are shown in Table III-A and may be revised in Annual Service Plan Updates, including such other improvements as deemed necessary to further improve the properties within the PID.

A description of the Major Improvements are as follows:

Roadway Improvements – County Road 508 Right Turn Lane

The roadway improvement portion of the Major Improvements consists of subgrade stabilization, concrete pavement with curb and gutter, concrete sidewalk with ADA ramps, and drainage, which benefit the Assessed Property. All related traffic control, earthwork, excavation, erosion control, and demolition of existing pavement within the proposed right-of-way is included. All roadway projects will be designed and constructed in accordance with City standards and specifications and will be owned and operated by the City.

Sanitary Sewer Improvements – Gravity Sanitary Sewer, Sanitary Sewer Lift Station, and Sanitary Sewer Force Main

The sanitary sewer improvement portion of the Major Improvements include trench excavation and embedment, trench safety, piping, manholes, service connections, lift stations, testing, related earthwork, excavation, and erosion control, and all necessary appurtenances constructed to City and utility provider standards required to upgrade the existing wastewater service capacity for the development. The sanitary sewer improvements will be designed and constructed according to City standards and specifications and will be owned and operated by the City.

Other Soft and Miscellaneous Improvements

The other soft and miscellaneous portion of the Major Improvements consist of designing, constructing, installing, and financing the Major Improvements, including land planning and design, engineering, soil testing, survey, construction management, legal fees, consultant fees, contingency, inspection fees, District Formation Costs, and other PID costs incurred and paid by the Developer.

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Table III-A
Estimated Major Improvement Costs

Authorized Improvements	Total Major Improvement Costs	Improvement Area #1 Allocated Amount	Improvement Area #2 Allocated Amount	Future Improvement Area Allocated Amount
<u>Hard costs</u>				
Roadway Improvements	\$557,601	\$86,219	\$121,845	\$349,536
Sanitary Sewer Improvements	\$3,791,973	\$586,336	\$828,611	\$2,377,025
<i>Sub-total Hard Costs</i>	<i>\$4,349,574</i>	<i>\$672,556</i>	<i>\$950,457</i>	<i>\$2,726,562</i>
<u>Soft and Miscellaneous Costs</u>				
Other Soft and Miscellaneous Costs	\$1,106,340	\$171,069	\$241,754	\$693,517
<i>Sub-total Soft and Miscellaneous Costs</i>	<i>\$1,106,340</i>	<i>\$171,069</i>	<i>\$241,754</i>	<i>\$693,517</i>
Total Authorized Improvements	\$5,455,914	\$843,624	\$1,192,211	\$3,420,079

Note: Costs provided by JBI Partners. The figures shown in Table III-A may be revised in Annual Service Plan Updates and may be reallocated between line items so long as the total Major Improvements amount does not change.

C. DESCRIPTIONS AND COSTS OF IMPROVEMENT AREA #1 IMPROVEMENTS

The Improvement Area #1 Improvements descriptions are presented below as provided by the Project Engineer. The Budgeted Costs of the Improvement Area #1 Improvements are shown in Table III-B and may be revised in Annual Service Plan Updates, including such other improvements as deemed necessary to further improve the properties within the PID.

Roadway Improvements

The road improvement portion of the Improvement Area #1 Improvements consists of the construction of road improvements, including related subgrade stabilization, concrete pavement with curb and gutter, concrete sidewalk with ADA ramps, signage, lighting, earthwork, excavation, erosion control, and testing which benefit the Improvement Area #1 Assessed Property. All roadway projects will be designed and constructed in accordance with City standards and specifications and will be owned and operated by the City.

Water Improvements

The water improvements portion of the Improvement Area #1 Improvements consists of construction and installation of a looped water main network, which includes trench excavation and embedment, trench safety, piping, valves, fire hydrant assemblies, service connections, testing, related earthwork, erosion control and all necessary appurtenances constructed to Johnson County Special Utility District ("JCSUD") standards required to provide water service to the Improvement Area #1 Assessed Property. The water improvements will be designed and constructed in accordance with JCSUD standards and specifications and will be owned and operated by the JCSUD.

Sanitary Sewer Improvements

The sanitary sewer improvement portion of the Improvement Area #1 Improvements consists of trench excavation and embedment, trench safety, piping, lift station, force main, manholes, service connections, testing, related earthwork, excavation, and erosion control to provide sanitary sewer service to Improvement Area #1 Assessed Property. The sanitary sewer improvements will be designed and constructed in accordance with City standards and specifications and will be owned and operated by the City.

Storm Drainage Improvements

The storm drainage improvement portion of the Improvement Area #1 Improvements consist of trench excavation and embedment, trench safety, piping, manholes, inlets, headwalls, testing, related earthwork, and erosion control. Also included are retention ponds consisting of clearing, excavation, piping for inbound and outbound drainage lines, outlet structures, and erosion control to provide adequate drainage to the Improvement Area #1 Assessed Property constructed within the boundaries of the PID. The storm drainage collection system improvements will be designed and constructed in accordance with City standards and specifications and will be owned and operated by the City.

Other Soft and Miscellaneous Improvements

The other soft and miscellaneous portion of the Improvement Area #1 Improvements consist of fees, related to designing, constructing, installing, and financing the Improvement Area #1 Improvements, including land planning and design, engineering, soil testing, survey, construction management, legal fees, consultant fees, contingency, inspection fees, District Formation Costs, and other PID costs incurred and paid by the Developer.

Table III-B
Estimated Improvement Area #1 Project Costs

Authorized Improvements	Improvement Area #1 Improvements	Improvement Area #1's Proportional Share of Major Improvements ¹	Total Improvement Area #1 Projects ²
<u>Hard costs</u>			
Roadway Improvements	\$3,014,673	\$86,219	\$3,100,892
Water Improvements	\$1,412,890	\$0	\$1,412,890
Sanitary Sewer Improvements	\$1,302,265	\$586,336	\$1,888,601
Drainage Improvements	\$1,656,011	\$0	\$1,656,011
<i>Sub-total Hard Costs</i>	<i>\$7,385,838</i>	<i>\$672,556</i>	<i>\$8,058,394</i>
<u>Soft and Miscellaneous Costs</u>			
Other Soft and Miscellaneous Costs	\$1,896,080	\$171,069	\$2,067,149
<i>Sub-total Soft and Miscellaneous Costs</i>	<i>\$1,896,080</i>	<i>\$171,069</i>	<i>\$2,067,149</i>
Total Authorized Improvements	\$9,281,918	\$843,624	\$10,125,542

¹See Table III-A. Allocation of Major Improvements are based on the methodologies described in Section V.C and shown in Table V-A.

²Costs provided by JBI Partners. The figures shown in Table III-B may be revised in Annual Service Plan Updates and may be reallocated between line items so long as the total Improvement Area #1 Improvements does not change.

D. DESCRIPTIONS AND COSTS OF IMPROVEMENT AREA #2 IMPROVEMENTS

The Improvement Area #2 Improvements descriptions are presented below as provided by the Project Engineer. The Budgeted Costs of the Improvement Area #1 Improvements are shown in Table III-C and may be revised in Annual Service Plan Updates, including such other improvements as deemed necessary to further improve the properties within the PID.

Roadway Improvements

The road improvement portion of the Improvement Area #2 Improvements consists of the construction of road improvements, including related subgrade stabilization, concrete pavement with curb and gutter, concrete sidewalk with ADA ramps, signage, lighting, earthwork, excavation, erosion control, and testing which benefit the Improvement Area #2 Assessed Property. All roadway projects will be designed and constructed in accordance with City standards and specifications and will be owned and operated by the City.

Water Improvements

The water improvements portion of the Improvement Area #2 Improvements consists of construction and installation of a looped water main network, which includes trench excavation and embedment, trench safety, piping, valves, fire hydrant assemblies, service connections, testing, related earthwork, erosion control and all necessary appurtenances constructed to Johnson County Special Utility District (“JCSUD”) standards required to provide water service to the Improvement Area #2 Assessed Property. The water improvements will be designed and constructed in accordance with JCSUD standards and specifications and will be owned and operated by the JCSUD.

Sanitary Sewer Improvements

The sanitary sewer improvement portion of the Improvement Area #2 Improvements consists of trench excavation and embedment, trench safety, piping, manholes, service connections, testing, related earthwork, excavation, and erosion control to provide sanitary sewer service to Improvement Area #2 Assessed Property. The sanitary sewer improvements will be designed and constructed in accordance with City standards and specifications and will be owned and operated by the City.

Storm Drainage Improvements

The storm drainage improvement portion of the Improvement Area #2 Improvements consist of trench excavation and embedment, trench safety, piping, manholes, inlets, headwalls, testing, related earthwork, and erosion control. Also included are retention ponds consisting of clearing, excavation, piping for inbound and outbound drainage lines, outlet structures, and erosion control to provide adequate drainage to the Improvement Area #2 Assessed Property constructed within the boundaries of the PID. The storm drainage collection system improvements will be designed and constructed in accordance with City standards and specifications and will be owned and operated by the City.

Other Soft and Miscellaneous Improvements

The other soft and miscellaneous portion of the Improvement Area #2 Improvements consist of fees, related to designing, constructing, installing, and financing the Improvement Area #2 Improvements, including land planning and design, engineering, soil testing, survey, construction management, legal fees, consultant fees, contingency, inspection fees, District Formation Costs, and other PID costs incurred and paid by the Developer.

Table III-C
Estimated Improvement Area #2 Project Costs

Authorized Improvements	Improvement Area #2 Improvements	Improvement Area #2's Proportional Share of Major Improvements ¹	Total Improvement Area #2 Projects ²
<u>Hard costs</u>			
Roadway Improvements	\$2,822,389	\$121,845	\$2,944,235
Water Improvements	\$1,221,409	\$0	\$1,221,409
Sanitary Sewer Improvements	\$1,450,521	\$828,611	\$2,279,132
Drainage Improvements	\$1,505,994	\$0	\$1,505,994
<i>Sub-total Hard Costs</i>	<i>\$7,000,314</i>	<i>\$950,457</i>	<i>\$7,950,770</i>
<u>Soft and Miscellaneous Costs</u>			
Other Soft and Miscellaneous Costs	\$3,179,906	\$241,754	\$3,421,660
<i>Sub-total Soft and Miscellaneous Costs</i>	<i>\$3,179,906</i>	<i>\$241,754</i>	<i>\$3,421,660</i>
Total Authorized Improvements	\$10,180,219	\$1,192,211	\$11,372,430

¹See Table III-A. Allocation of Major Improvements are based on the methodologies described in Section V.C and shown in Table V-A.

²Costs provided by JBI Partners. The figures shown in Table III-C may be revised in Annual Service Plan Updates and may be reallocated between line items so long as the total Improvement Area #2 Improvements does not change.

E. FUTURE IMPROVEMENT AREAS

As Future Improvement Areas are developed and Bonds are issued, this Service and Assessment Plan will be amended to identify the specific Future Improvement Area Improvements that confer a special benefit to the property inside each Future Improvement Area (e.g. a Table III-D will be added to show the costs for the Future Improvement Area Improvements financed within the specific Future Improvement Area being developed.)

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IV. SERVICE PLAN

A. PROJECTED SOURCES AND USES OF FUNDS

The PID Act requires the service plan to cover a period of at least five years. The service plan is required to define the annual projected costs and indebtedness for the Authorized Improvements undertaken within the PID during the five-year period. The Improvement Area #1 Projects to be financed with the Improvement Area #1 Bonds are expected to be constructed and accepted by the City in the second quarter of 2025. The Improvement Area #2 Projects to be financed with the Improvement Area #2 Bonds are expected to be constructed and accepted by the City in the fourth quarter of 2026. At some point after all or a portion of the Improvement Area #2 Projects are constructed, development in Future Improvement Areas will begin, with each Future Improvement Area to be subsequently developed corresponding to the Service and Assessment Plan to be updated with that development.

The Budgeted Costs for the Improvement Area #1 Projects plus costs related to the issuance of the Improvement Area #1 Bonds and the expenses incurred in the establishment, administration, and operation of the PID allocable to Improvement Area #1 are \$11,153,261 as shown in Table IV-A.

The Budgeted Costs for the Improvement Area #2 Projects plus costs related to the issuance of the Improvement Area #2 Bonds and the expenses incurred in the establishment, administration, and operation of the PID allocable to Improvement Area #2 are \$12,814,707 as shown in Table IV-B.

The service plan shall be reviewed and updated at least annually for the purpose of determining the annual budget for Administrative Expenses, updating the estimated Authorized Improvement costs, and updating the Assessment Roll(s). Any update to this Service and Assessment Plan is herein referred to as an “Annual Service Plan Update.”

As Future Improvement Areas are developed in connection with the issuance of Bonds, this Service and Assessment Plan will be amended (e.g. a new table will be added to show the projected sources and uses and five-year service plan for Improvement Area #3, etc.).

Improvement Area #1

The Improvement Area #1 Bonds shown in Table IV-A were issued in 2025 and are being used to finance a portion of the costs of the Improvement Area #1 Projects.

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Table IV-A
Estimated Sources and Uses – Improvement Area #1

Sources of Funds	Total
Par Amount	\$5,601,000
Original Issue Discount	(\$3,535)
Other Funding Sources ¹	\$5,555,795
Total Sources	\$11,153,261
Uses of Funds	
<i>Major Improvements²:</i>	
Roadway Improvements	\$86,219
Sanitary Sewer Improvements	\$586,336
Other Soft and Miscellaneous Costs	\$171,069
<i>Subtotal Major Improvements</i>	<i>\$843,624</i>
<i>Improvement Area #1 Improvements:</i>	
Roadway Improvements	\$3,014,673
Water Improvements	\$1,412,890
Sanitary Sewer Improvements	\$1,302,265
Drainage Improvements	\$1,656,011
Other Soft and Miscellaneous Costs	\$1,896,080
<i>Subtotal Improvement Area #1 Improvements</i>	<i>\$9,281,918</i>
<i>Bond Issuance Costs:</i>	
Debt Service Reserve Fund	\$410,893
Administrative Expenses	\$50,000
Capitalized Interest	\$65,756
Cost of Issuance	\$333,040
Underwriter's Discount	\$112,020
Underwriter's Counsel Fee	\$56,010
<i>Subtotal Bond Issuance Costs</i>	<i>\$1,027,718</i>
Total Uses	\$11,153,261

¹The other funding sources represent projects costs of the Improvement Area #1 Projects to be paid by the Developer without reimbursement from the City.

² See Table III-A for details.

Improvement Area #2

The Improvement Area #2 Bonds shown in Table IV-B will be issued in 2026 and will be used to finance a portion of the costs of the Improvement Area #2 Projects.

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Table IV-B
Estimated Sources and Uses – Improvement Area #2

Sources of Funds	Total
Par Amount	\$8,327,000
Other Funding Sources ¹	\$4,487,707
Total Sources	\$12,814,707
Uses of Funds	
<i>Major Improvements²:</i>	
Roadway Improvements	\$121,845
Sanitary Sewer Improvements	\$828,611
Other Soft and Miscellaneous Costs	\$241,754
<i>Subtotal Major Improvements</i>	<i>\$1,192,211</i>
<i>Improvement Area #2 Improvements:</i>	
Roadway Improvements	\$2,822,389
Water Improvements	\$1,221,409
Sanitary Sewer Improvements	\$1,450,521
Drainage Improvements	\$1,505,994
Other Soft and Miscellaneous Costs	\$3,179,906
<i>Subtotal Improvement Area #2 Improvements</i>	<i>\$10,180,219</i>
<i>Estimated Bond Issuance Costs:</i>	
Debt Service Reserve Fund	\$601,211
Administrative Expenses	\$50,000
Capitalized Interest	\$0
Cost of Issuance	\$541,255
Underwriter's Discount	\$166,540
Underwriter's Counsel Fee	\$83,270
<i>Subtotal Estimated Bond Issuance Costs</i>	<i>\$1,442,276</i>
Total Uses	\$12,814,707

¹The other funding sources represent projects costs of the Improvement Area #2 Projects to be paid by the Developer without reimbursement from the City.

² See Table III-A for details.

Future Improvement Areas

As Future Improvement Areas are developed, Bonds may be issued to finance the Authorized Improvements required for each new Improvement Area.

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B. PROJECTED FIVE-YEAR SERVICE PLAN

Improvement Area #1

The annual projected costs and annual projected indebtedness for Improvement Area #1 is shown in Table IV-C. The annual projected costs and indebtedness is subject to revision, and each shall be updated in the Annual Service Plan Update to reflect any changes in the costs or indebtedness expected for each year.

Table IV-C
Annual Projected Costs and Annual Projected Indebtedness – Improvement Area #1

Year	Annual Projected Cost	Annual Projected Indebtedness	Other Funding Sources	Projected Improvement Area #1 Annual Installments
2026 & Prior	\$11,153,261	\$5,601,000	\$5,555,795	\$489,898
2027	\$0	\$0	\$0	\$490,368
2028	\$0	\$0	\$0	\$489,658
2029	\$0	\$0	\$0	\$489,819
2030	\$0	\$0	\$0	\$489,802
2031	\$0	\$0	\$0	\$489,606
2032	\$0	\$0	\$0	\$490,232
Total	\$11,153,261	\$5,601,000	\$5,555,795	\$3,429,381

The annual projected costs shown in Table IV-B are the annual expenditures relating to the Improvement Area #1 Projects shown in Table III-B, and the costs associated with setting up the PID allocable to Improvement Area #1 and bond issuance costs including reserves shown in Table IV-B. The difference between the total projected cost and the total projected indebtedness, if any, is the amount contributed by the Developer.

Improvement Area #2

The annual projected costs and annual projected indebtedness for Improvement Area #2 is shown in Table IV-D. The annual projected costs and indebtedness is subject to revision, and each shall be updated in the Annual Service Plan Update to reflect any changes in the costs or indebtedness expected for each year.

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Table IV-D
Annual Projected Costs and Annual Projected Indebtedness – Improvement Area #2

Year	Annual Projected Cost	Annual Projected Indebtedness	Other Funding Sources	Projected Improvement Area #2 Annual Installments
2026	\$12,814,707	\$8,327,000	\$4,487,707	\$0
2027	\$0	\$0	\$0	\$693,846
2028	\$0	\$0	\$0	\$693,726
2029	\$0	\$0	\$0	\$693,244
2030	\$0	\$0	\$0	\$692,400
2031	\$0	\$0	\$0	\$692,195
2032	\$0	\$0	\$0	\$692,566
Total	\$12,814,707	\$8,327,000	\$4,487,707	\$4,157,978

The annual projected costs shown in Table IV-D are the annual expenditures relating to the Improvement Area #2 Projects shown in Table III-C, and the costs associated with setting up the PID allocable to Improvement Area #2 and bond issuance costs including reserves shown in Table IV-D. The difference between the total projected cost and the total projected indebtedness, if any, is the amount contributed by the Developer.

As Future Improvement Areas are developed, in association with issuing Future Improvement Area Bonds and/or execution of a reimbursement agreement for each Future Improvement Area, a Table IV-E be added to identify the Authorized Improvements to be financed by each new series of the Future Improvement Area Bonds and/or reimbursement agreements and the projected indebtedness resulting from each additional series of the Future Improvement Area Bonds and/or reimbursement agreements.

C. PID ASSESSMENT NOTICE

The PID Act requires that this Service and Assessment Plan and each Annual Service Plan update include a copy of the notice form required by Section 5.014 of the Texas Property Code (the “PID Assessment Notice”). The PID Assessment Notice is attached hereto as Appendix E and may be updated in an Annual Service Plan Update.

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V. ASSESSMENT PLAN

A. INTRODUCTION

The PID Act requires the City Council to apportion the costs of the Authorized Improvements on the basis of special benefits conferred upon the property because of the Authorized Improvements. The PID Act provides that the costs of the Authorized Improvements may be assessed: (i) equally per front foot or square foot; (ii) according to the value of the property as determined by the governing body, with or without regard to improvements on the property; or (iii) in any other manner that results in imposing equal shares of the cost on property similarly benefited. The PID Act further provides that the governing body may establish by ordinance or order reasonable classifications and formulas for the apportionment of the cost between the municipality and the area to be assessed and the methods of assessing the special benefits for various classes of improvements.

The proposed bond issuance program entails a series of bond financings that are intended to finance the public infrastructure required for the development. This financing will necessarily be undertaken in phases to coincide with the private investment and development of the Authorized Improvements. Following the issuance of the Improvement Area #1 Bonds issued in 2025 and the issuance of the Improvement Area #2 Bonds anticipated to be issued in 2026, subsequent financings may be issued over the upcoming decade as the Future Improvement Areas of the development are gradually constructed.

The purpose of this gradual issuance of bonds in phases is to mirror the actual private development of the Authorized Improvements. The Bonds to be issued are most prudently and efficiently utilized when directly coinciding with construction of public infrastructure needed for private development that is to occur once the infrastructure is completed; it is most effective to issue the Bonds when the infrastructure is needed, not before. Furthermore, there is no economic advantage, and several disadvantages, to issuing debt and encumbering property within the PID prior to the need for the Authorized Improvements.

For the purposes of this Service and Assessment Plan, the City Council has determined that the Budgeted Costs of the Authorized Improvements shall be allocated as described below:

1. The costs of the Improvement Area #1 Projects shall be allocated on the basis of Equivalent Units calculated using the average home price of each Lot Type once such property is developed, and that such method of allocation will result in the imposition of equal shares of the costs of the Improvement Area #1 Projects to Parcels similarly benefited.
2. The costs of the Improvement Area #2 Projects shall be allocated on the basis of Equivalent Units calculated using the average home price of each Lot Type once such property is developed, and that such method of allocation will result in the imposition of equal shares of the costs of the Improvement Area #2 Projects to Parcels similarly benefited.
3. The Major Improvement costs are proportionally allocated to Future Improvement Areas, Improvement Area #1 Assessed Property, and Improvement Area #2 Assessed Property based on estimated Equivalent Units calculated using the average home price for the Future

Improvement Areas, Improvement Area #1 Assessed Property, and Improvement Area #2 Assessed Property.

Table V-A provides the estimated allocation of costs of the Major Improvements between the Future Improvement Areas, Improvement Area #1, and Improvement Area #2.

At this time, it is impossible to determine with absolute certainty the amount of special benefit each Parcel within Future Improvement Areas will receive from the direct Authorized Improvements that will benefit each individual Improvement Area and that are to be financed with Bonds. Therefore, Parcels will only be assessed for the special benefits conferred upon the Parcel at this time because of the Improvement Area #1 Projects and the Improvement Area #2 Projects.

In connection with the issuance of Bonds, this Service and Assessment Plan will be updated to reflect the special benefit each Parcel of Assessed Property within a Future Improvement Area receives from the specific Future Improvement Area Improvements funded with those Bonds issued with respect to that Future Improvement Areas. Prior to assessing Parcels located within Future Improvement Areas in connection with issuance of Bonds, each owner of the Parcels to be assessed must acknowledge that the Future Improvement Area Improvements to be financed confer a special benefit on their Parcel and must consent to the imposition of the Assessments to pay for the Actual Costs of such Future Improvement Area Improvements.

This section of this Service and Assessment Plan currently (i) describes the special benefit received by each Parcel within the PID as a result of the Improvement Area #1 Projects and Improvement Area #2 Projects, as applicable, (ii) provides the basis and justification for the determination that this special benefit exceeds the amount of the Assessments to be levied on the Improvement Area #1 Assessed Property and Improvement Area #2 Assessed Property, respectively, for such improvements, and (iii) establishes the methodologies by which the City Council allocates and reallocates the special benefit of the Improvement Area #1 Projects and Improvement Area #2 Projects, respectively, to Parcels in a manner that results in equal shares of the Actual Costs of such improvements being apportioned to Parcels similarly benefited. The determination by the City Council of the assessment methodologies set forth below is the result of the discretionary exercise by the City Council of its legislative authority and governmental powers and is conclusive and binding on the Developer and all future owners and developers of the Assessed Property.

As Future Improvement Areas are developed, in connection with the issuance of Bonds, this Service and Assessment Plan will be updated based on the City's determination of the assessment methodology for each Future Improvement Area.

B. SPECIAL BENEFIT

Assessed Property must receive a direct and special benefit from the Authorized Improvements, and this benefit must be equal to or greater than the amount of the Assessments. The Authorized Improvements are provided specifically for the benefit of the Assessed Property. The Authorized Improvements (more particularly described in line-item format in Appendix B to this Service and Assessment Plan) and the costs of issuance and payment of costs incurred in the establishment of

the PID shown in Table IV-A and Table IV-B are authorized by the PID Act. These Authorized Improvements are provided specifically for the benefit of the Assessed Property.

Each owner of the Assessed Property has acknowledged that the Authorized Improvements confer a special benefit on the Assessed Property and has consented to the imposition of the Assessments to pay for the Actual Costs associated therewith. Each of the owners is acting in its interest in consenting to this apportionment and levying of the Assessments because the special benefit conferred upon the Assessed Property by the Authorized Improvements exceeds the amount of Assessments.

The Authorized Improvements provide a special benefit to the Assessed Property as a result of the close proximity of these improvements to the Assessed Property and the specific purpose of these improvements of providing infrastructure for the Assessed Property. In other words, the Assessed Property could not be used in the manner proposed without the construction of the Authorized Improvements. The Authorized Improvements are being provided specifically to meet the needs of the Assessed Property as required for the proposed use of the property.

The Assessments are being levied to provide the Authorized Improvements that are required for the highest and best use of the Assessed Property (i.e., the use of the property that is most valuable, including any costs associated with that use). Highest and best use can be defined as “the reasonably probable and legal use of property, which is physically possible, appropriately supported, financially feasible, and that results in the highest value.” (*Dictionary of Real Estate Appraisal, Third Edition.*) The Authorized Improvements are expected to be required for the proposed use of the Assessed Property to be physically possible, appropriately supported, financially feasible, and maximally productive.

The Developer has evaluated the potential use of the property and has determined that the highest and best use of the property is the use intended and the legal use for the property as described in Section II of this Service and Assessment Plan. The use of the Assessed Property as described herein will require the construction of the Authorized Improvements.

The Assessments will repay financing that is on advantageous terms, as the Bonds issued to finance the Authorized Improvements will pay interest that is exempt from federal income tax. As a result, all other terms being equal (e.g., maturity, fixed vs. variable rate, credit quality), the tax-exempt bonds will have a lower interest rate than debt that is not tax-exempt. The Bonds also have a longer term than other available financings and may either be repaid or assumed by a buyer at the buyer’s option. As a result of these advantageous terms, the financing provided by the PID is the most beneficial means of financing the Authorized Improvements.

Each owner of the Assessed Property will ratify, confirm, accept, agree to and approve: (i) the determinations and finding by the City Council as to the special benefits described in this Service and Assessment Plan and the Assessment Ordinance; (ii) the Service and Assessment Plan and the Assessment Ordinance, and (iii) the levying of Assessments on the Assessed Property. Use of the Assessed Property as described in this Service and Assessment Plan and as authorized by the PID Act requires that Authorized Improvements be acquired, constructed, installed, and/or improved. Funding the Actual Costs of the Authorized Improvements through the PID has been determined by

the City Council to be the most beneficial means of doing so. As a result, the Authorized Improvements result in a special benefit to the Assessed Property, and this special benefit exceeds the amount of the Assessment. This conclusion is based on and supported by the evidence, information, and testimony provided to the City Council.

In summary, the Authorized Improvements result in a special benefit to the Assessed Property for the following reasons:

1. The Authorized Improvements are being provided specifically for the use of the Assessed Property, are necessary for the proposed best use of the property and provide a special benefit to the Assessed Property as a result;
2. The Developer has consented to the imposition of the Assessments for the purpose of providing the Authorized Improvements and the Developer is acting in its interest by consenting to this imposition;
3. The Authorized Improvements are required for the highest and best use of the property;
4. The highest and best use of the Assessed Property is the use of the Assessed Property that is most valuable (including any costs associated with the use of the Assessed Property);
5. Financing of the costs of the Authorized Improvement through the PID is determined to be the most beneficial means of providing for the Authorized Improvements; and,
6. As a result, the special benefits to the Assessed Property from the Authorized Improvements will be equal to or greater than the Assessments.

C. ALLOCATION OF COSTS TO ASSESSED PROPERTY

The Major Improvements will provide a special benefit to all property in the PID. Accordingly, the Budgeted Costs of the Major Improvements must be allocated throughout all Assessed Property in the District. Table V-A summarizes the allocation of Actual Costs for each type of Major Improvement. The costs shown in Table V-A are estimates and may be revised in Annual Service Plan Updates, but the related Assessment may not be increased.

The total projected Equivalent Units in the PID is calculated to be 1,636.21 (i.e., $253.00 + 357.54 + 1,025.67 = 1,636.21$). Improvement Area #1 contains 253 residential units. As shown in Appendix F, the total Equivalent Units for Improvement Area #1 is calculated as 253.00. Improvement Area #2 contains 363 residential units. As shown in Appendix F, the total Equivalent Units for Improvement Area #2 is calculated as 357.54. The Future Improvement Area is projected to contain 1,041 residential units resulting in a total of 1,025.67 Equivalent Units as shown in Appendix F. As a result, 15.46 percent of the Actual Costs of the Major Improvements (i.e. $253.00 \div 1,636.21 = 15.46\%$) are allocated to the Improvement Area #1 Assessed Property, 21.85 percent of the Actual Costs of the Major Improvements (i.e. $357.54 \div 1,636.21 = 21.85\%$) are allocated to the Improvement Area #2 Assessed Property, and 62.69 percent of the Actual Costs Major Improvements (i.e. $1,025.67 \div 1,636.21 = 62.69\%$) are allocated to the Future Improvement Area. The Improvement Area #1 Bonds will fund Improvement Area #1's proportionate share of the

Actual Costs of the Major Improvements. The Improvement Area #2 Bonds will fund Improvement Area #2's proportionate share of the Actual Costs of the Major Improvements. Each Future Improvement Area's proportionate share of the Actual Costs of the Major Improvements is expected to be funded with the applicable series of Future Improvement Area Bonds.

Table V-A
Allocation of Major Improvement Costs

Authorized Improvement	Total
Roadway Improvements	\$557,601
Sanitary Sewer Improvements	\$3,791,973
Other Soft and Miscellaneous Costs	\$1,106,340
Total Major Improvements	\$5,455,914
Improvement Area #1	
Projected Equivalent Units	253.00
% of total units	15.46%
Proportionate share of costs	\$843,624
Improvement Area #2	
Projected Equivalent Units	357.54
% of total units	21.85%
Proportionate share of costs	\$1,192,211
Future Improvement Areas	
Projected Equivalent Units	1,025.67
% of total units	62.69%
Proportionate share of costs	\$3,420,079

D. ASSESSMENT METHODOLOGY

The costs of the Authorized Improvements may be assessed by the City Council against the Assessed Property so long as the special benefit conferred upon the Assessed Property by the Authorized Improvements equals or exceeds the Assessments. The costs of the Authorized Improvements may be assessed using any methodology that results in the imposition of equal shares of the Actual Costs on Assessed Property similarly benefited.

1. Assessment Methodology for the Improvement Area #1 Projects

For purpose of this Service and Assessment Plan, the City Council has determined that the Actual Costs of the Improvement Area #1 Improvements, were allocated to the Improvement Area #1 Assessed Property by spreading the corresponding Assessment across the Parcels based on the estimated Equivalent Units as calculated and shown in Appendix F using the types and number of lots anticipated to be developed on each Parcel within Improvement Area #1.

Based on the estimates of the costs of the Improvement Area #1 Projects, as set forth in Table III-B, the City Council has determined that the benefit to Improvement Area #1 Assessed Property of the Improvement Area #1 Projects is at least equal to the Assessments levied on the Improvement Area #1 Assessed Property.

Upon subsequent divisions of any Parcel, the Assessment applicable to it will then be apportioned pro rata based on the estimated Equivalent Units of each newly created Parcel. For residential Lots, when final residential building sites are platted, Assessments will be apportioned proportionately among each Parcel based on the ratio of the estimated Equivalent Units at the time residential Lots are platted to the total estimated Equivalent Units for Lots in the platted Parcel, as determined by the Administrator and confirmed by the City Council.

The Assessment and Annual Installments for each Parcel or Lot located within Improvement Area #1 is shown on the Improvement Area #1 Assessment Roll, attached as Appendix G, and no Assessment shall be changed except as authorized by this Service and Assessment Plan or the PID Act.

2. Assessment Methodology for the Improvement Area #2 Projects

For purpose of this Service and Assessment Plan, the City Council has determined that the Actual Costs of the Improvement Area #2 Improvements, were allocated to the Improvement Area #2 Assessed Property by spreading the corresponding Assessment across the Parcels based on the estimated Equivalent Units as calculated and shown in Appendix F using the types and number of lots anticipated to be developed on each Parcel within Improvement Area #2.

Based on the estimates of the costs of the Improvement Area #2 Projects, as set forth in Table III-C, the City Council has determined that the benefit to Improvement Area #2 Assessed Property of the Improvement Area #2 Projects is at least equal to the Assessments levied on the Improvement Area #2 Assessed Property.

Upon subsequent divisions of any Parcel, the Assessment applicable to it will then be apportioned pro rata based on the estimated Equivalent Units of each newly created Parcel. For residential Lots, when final residential building sites are platted, Assessments will be apportioned proportionately among each Parcel based on the ratio of the estimated Equivalent Units at the time residential Lots are platted to the total estimated Equivalent Units for Lots in the platted Parcel, as determined by the Administrator and confirmed by the City Council.

The Assessment and Annual Installments for each Parcel or Lot located within Improvement Area #2 is shown on the Improvement Area #2 Assessment Roll, attached as Appendix H, and no Assessment shall be changed except as authorized by this Service and Assessment Plan or the PID Act.

3. Assessment Methodology for Future Improvement Areas

When any given Future Improvement Area is developed, and Future Improvement Area Bonds for that Future Improvement Areas are to be issued and/or a reimbursement agreement is executed, this

Service and Assessment Plan will be amended to determine the assessment methodology that results in the imposition of equal shares of the Actual Costs on Assessed Property similarly benefited within that Improvement Area.

E. ASSESSMENTS

The Assessments are being levied on each Parcel of Assessed Property within Improvement Area #1 and Improvement Area #2 according to the Assessment Rolls, attached hereto as Appendix G and Appendix H, respectively. The Annual Installments of the Assessments will be collected at the time and in the amounts shown on the Assessment Rolls, subject to any revisions made during an Annual Service Plan Update. Non-Benefitted Property will not be subject to any Assessments.

See Appendix F for Assessment per unit, leverage, and estimated tax rate equivalent calculation details.

F. ADMINISTRATIVE EXPENSES

The cost of administering the PID and collecting the Annual Installments shall be paid for on a pro rata basis by each Parcel based on the amount of Assessment levied against the Parcel. The Administrative Expenses shall be collected as part of and in the same manner as Annual Installments in the amounts shown on each Assessment Roll, which may be revised based on actual costs incurred in Annual Service Plan Updates.

G. DELINQUENCY AND PREPAYMENT RESERVE

Pursuant to the PID Act, the interest rate for any portion of the Assessments which secure a series of Bonds may exceed the actual interest rate per annum paid on the related Bonds by no more than one half of one percent (0.50%). The interest rate used to determine the Assessments that secure the Bonds is one half of one percent (0.50%) per annum higher than the actual rate paid on the Bonds, with the Additional Interest Component of the Annual Installments allocated to fund a reserve to be used for paying interest associated with a prepayment and to offset any possible delinquency related costs. The Delinquency and Prepayment Reserve shall be funded until it reaches 5.50% of the outstanding Bonds unless otherwise stipulated in the Bond documents. Once the Delinquency and Prepayment Reserve is funded in full, the City may allocate the Additional Interest Component of the Annual Installments as provided in the applicable Trust Indenture. No Additional Interest will be collected from any portion of an Assessment which secures a reimbursement obligation and not a series of Bonds.

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VI. TERMS OF THE ASSESSMENTS

A. AMOUNT OF ASSESSMENTS AND ANNUAL INSTALLMENTS FOR PARCELS LOCATED WITHIN IMPROVEMENT AREA #1

The Assessment and Annual Installments for each Assessed Property located within the PID is shown on the Improvement Area #1 Assessment Roll, attached as Appendix G, and no Assessment shall be changed except as authorized by this Service and Assessment Plan and the PID Act.

The Annual Installments shall be collected from the Assessed Property in an amount sufficient to pay (i) principal and interest on the Improvement Area #1 Bonds, (ii) to fund the Delinquency and Prepayment Reserve described in Section V.G, and (iii) to pay Administrative Expenses related to Improvement Area #1.

B. AMOUNT OF ASSESSMENTS AND ANNUAL INSTALLMENTS FOR PARCELS LOCATED WITHIN IMPROVEMENT AREA #2

The Assessment and Annual Installments for each Assessed Property located within the PID is shown on the Improvement Area #2 Assessment Roll, attached as Appendix H, and no Assessment shall be changed except as authorized by this Service and Assessment Plan and the PID Act.

The Annual Installments shall be collected from the Assessed Property in an amount sufficient to pay (i) principal and interest on the Improvement Area #2 Bonds, (ii) to fund the Delinquency and Prepayment Reserve described in Section V.G, and (iii) to pay Administrative Expenses related to Improvement Area #2.

C. AMOUNT OF ASSESSMENTS AND ANNUAL INSTALLMENTS FOR PARCELS LOCATED WITHIN FUTURE IMPROVEMENT AREAS

As Future Improvement Areas are developed, this Service and Assessment Plan will be amended to determine the Assessment and Annual Installments for each Assessed Property located within Future Improvement Areas (e.g., an appendix will be added as the Assessment Roll for Improvement Area #3, etc.). The Assessments shall not exceed the benefit received by the Assessed Property.

D. REALLOCATION OF ASSESSMENTS

1. Subdivision

Upon the subdivision of any Parcel, the Assessment for the Parcel prior to the subdivision shall be reallocated among the new subdivided Parcels according to the following formula:

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

Where the terms have the following meanings:

- A = the Assessment for each new subdivided Parcel
- B = the Assessment for the Parcel prior to subdivision
- C = the estimated number of Equivalent Units to be built on each new subdivided Parcel
- D = the sum of the estimated number of Equivalent Units to be built on all of the new subdivided Parcels

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

The sum of the Assessments for all newly subdivided Parcels shall equal the Assessment for the Parcel prior to subdivision. The calculation shall be made separately for each newly subdivided Parcel. The reallocation of an Assessment for a Parcel that is a homestead under Texas law may not exceed the Assessment prior to the reallocation and to the extent the reallocation would exceed such amount, it shall be prepaid by such amount by the party requesting the subdivision of the Parcels. Any reallocation pursuant to this section shall be reflected in an Annual Service Plan Update approved by the City Council.

2. Consolidation

Upon the consolidation of two or more Parcels, the Assessment for the consolidated Parcel shall be the sum of the Assessments for the Parcels prior to consolidation. The reallocation of an Assessment for a Parcel that is a homestead under Texas law may not exceed the Assessment prior to the reallocation and to the extent the reallocation would exceed such amount, it shall be prepaid by such amount by the party requesting the consolidation of the Parcels. Any reallocation pursuant to this section shall be reflected in an Annual Service Plan Update approved by the City Council.

E. MANDATORY PREPAYMENT OF ASSESSMENTS

1. If a Parcel subject to Assessments is transferred to a party that is exempt from the payment of the Assessment under applicable law, or if an owner causes a Parcel subject to Assessments to become Non-Benefited Property, the owner of such Parcel shall pay to the City the full amount of the principal portion of the Assessment on such Parcel, plus all Prepayment Costs, prior to any such transfer or act.
2. If at any time the Assessment per unit on a Parcel in Improvement Area #1 or Improvement Area #2 exceeds the applicable Improvement Area #1 Maximum Assessment Per Unit or Improvement Area #2 Maximum Assessment Per Unit, respectively, calculated in this Service and Assessment Plan as a result of any changes in land use, subdivision, consolidation or reallocation of the Assessment authorized by this Service and Assessment Plan and initiated by the owner of the Parcel, then such owner shall pay to the City prior to the recordation of the document subdividing the Parcel the amount calculated by the Administrator by which the

Assessment per unit for the Parcel exceeds the applicable Improvement Area #1 Maximum Assessment Per Unit or Improvement Area #2 Maximum Assessment Per Unit calculated in this Service and Assessment Plan.

3. The payments required above shall be treated the same as any Assessment that is due and owing under the PID Act, the Assessment Ordinance, and this Service and Assessment Plan, including the same lien priority, penalties, procedures, and foreclosure specified by the PID Act.

F. REDUCTION OF ASSESSMENTS

1. If after all Authorized Improvements to be funded with a series of Bonds have been completed and Actual Costs for such Authorized Improvements are less than the Budgeted Costs of the Authorized Improvements used to calculate the Assessments securing such series of Bonds, resulting in excess Bond proceeds being available to redeem Bonds of such series, then the Assessment securing such series of Bonds for each Parcel of Assessed Property shall be reduced by the City Council pro rata such that the sum of the resulting reduced Assessments for all Assessed Properties equals the actual reduced Actual Costs and such excess Bond proceeds shall be applied to redeem Bonds of such series. The Assessments shall not be reduced to an amount less than the related outstanding series of Bonds. If all of the Authorized Improvements are not completed, the City may reduce the Assessments in another method if it determines such method would better reflect the benefit received by the Parcels from the Authorized Improvements completed.
2. If all the Authorized Improvements are not undertaken, resulting in excess Bond proceeds being available to redeem Bonds, then the Assessments and Annual Installments for each Parcel shall be appropriately reduced by the City Council to reflect only the amounts required to repay the Bonds, including interest on the Bonds and Administrative Expenses, and such excess Bond proceeds shall be applied to redeem Bonds. The City Council may reduce the Assessments and the Annual Installments for each Parcel (i) in an amount that represents the Authorized Improvements provided for each Parcel or (ii) by an equal percentage calculated based on number of Equivalent Units, if determined by the City Council to be the most fair and practical means of reducing the Assessments for each Parcel, such that the sum of the resulting reduced Assessments equals the amount required to repay the Bonds, including interest on the Bonds and Administrative Expenses. The principal portion of the Assessment for each Parcel shall be reduced pro rata to the reduction in the Assessments for each Parcel such that the sum of the resulting reduced principal portion of the Bonds is equal to the outstanding principal amount of the Bonds.

G. PAYMENT OF ASSESSMENTS

1. Payment in Full

- (a) The Assessment for any Parcel may be paid in full at any time. Such payment shall include all Prepayment Costs. If prepayment in full will result in redemption of Bonds, the payment amount shall be reduced by the amount, if any, of interest through the date of redemption of Bonds and reserve funds applied to the redemption under the Trust Indenture, net of any other costs applicable to the redemption of Bonds.

- (b) If an Annual Installment has been billed prior to payment in full of an Assessment, the Annual Installment shall be due and payable and shall be credited against the payment-in-full amount.
- (c) Upon payment in full of the Assessment and all Prepayment Costs, the City shall deposit the payment in accordance with the Trust Indenture; whereupon, the Assessment shall be reduced to zero, and the owner's obligation to pay the Assessment and Annual Installments thereof shall automatically terminate.
- (d) At the option of the owner, the Assessment on any Parcel plus Prepayment Costs may be paid in part in an amount sufficient to allow for a convenient redemption of Bonds as determined by the Administrator. Upon the payment of such amounts for a Parcel, the Assessment for the Parcel shall be reduced, the Assessment Roll shall be updated to reflect such partial payment, and the obligation to pay the Annual Installment for such Parcel shall be reduced to the extent the partial payment is made.

2. Payment in Annual Installments

The PID Act provides that an Assessment for a Parcel may be paid in full at any time. If not paid in full, the PID Act authorizes the Assessment to be paid in installments and additionally allows the City to collect interest, administrative expenses and other authorized charges in installments. An Assessment for a Parcel that is not paid in full will be collected in Annual Installments each year in the amounts shown on the Assessment Roll, as updated as provided for herein, which include interest, Administrative Expenses, and payments required for the Delinquency and Prepayment Reserve. Payment of the Annual Installments shall commence with tax bills mailed after the initial issuance of Bonds.

Improvement Area #1

Each Assessment for the Improvement Area #1 Assessed Property shall be paid with interest of no more than the lesser of the actual interest rate paid on the Improvement Area #1 Bonds. The Improvement Area #1 Assessment Roll sets forth for each year the Annual Installment for each Parcel within Improvement Area #1 based on an interest rate of 4.50% for years 1 through 7 (2025-2032), 5.75% for years 8 through 20 (2033-2045), and 6.00% for years 21 through 30 (2046-2054) and additional interest at the rate of 0.5% for the Delinquency and Prepayment Reserve. Furthermore, the Annual Installments related to the Improvement Area #1 Bonds may not exceed the amounts shown on the Improvement Area #1 Assessment Roll. The Improvement Area #1 Assessment Roll is shown as Appendix G.

The Annual Installments shall be reduced to equal the actual costs of repaying the Improvement Area #1 Bonds and actual Administrative Expenses (as provided for in the definition of such term), taking into consideration any other available funds for these costs, such as interest income on account balances.

Improvement Area #2

Each Assessment for the Improvement Area #2 Assessed Property shall be paid with interest of no more than the lesser of the actual interest rate paid on the Improvement Area #2 Bonds. The Improvement Area #2 Assessment Roll sets forth for each year the Annual Installment for each Parcel within Improvement Area #2 based on an estimated interest rate of 5.875% for years 1 through 30 (2027-2056), and additional interest at the rate of 0.5% for the Delinquency and Prepayment Reserve. Furthermore, the Annual Installments related to the Improvement Area #2 Bonds may not exceed the amounts shown on the Improvement Area #2 Assessment Roll. The Improvement Area #2 Assessment Roll is shown as Appendix H.

The Annual Installments shall be reduced to equal the actual costs of repaying the Improvement Area #2 Bonds and actual Administrative Expenses (as provided for in the definition of such term), taking into consideration any other available funds for these costs, such as interest income on account balances.

The City reserves and shall have the right and option to refund the Bonds and/or issue additional Bonds in accordance with Section 372.027 of the PID Act. In the event of such refunding, the Administrator shall recalculate the Annual Installments, and if necessary, may adjust, or decrease, the amount of the Annual Installments so that total Annual Installments of Assessments will be produced in annual amounts that are required to pay the refunding bonds when due and payable as required by and established in the ordinance and/or the indenture authorizing and securing the refunding bonds, and such refunding bonds shall constitute Bonds for purposes of this Service and Assessment Plan.

H. COLLECTION OF ANNUAL INSTALLMENTS

No less frequently than annually, the Administrator shall prepare, and the City Council shall consider, an Annual Service Plan Update to allow for the billing and collection of Annual Installments. Each Annual Service Plan Update shall include updated Assessment Rolls and a calculation of the Annual Installment for each Parcel. Administrative Expenses shall be allocated among Parcels in proportion to the amount of the Annual Installments for the Parcels. Each Annual Installment shall be reduced by any credits applied under the applicable Trust Indenture, such as capitalized interest, interest earnings on any account balances, and any other funds available to the Trustee for such purpose, including any existing deposits for a prepayment reserve. Annual Installments shall be collected by the City in the same manner and at the same time as ad valorem taxes and shall be subject to the same penalties, procedures, and foreclosure sale in case of delinquencies as are provided for ad valorem taxes of the City. The City Council may provide for other means of collecting the Annual Installments to the extent permitted under the PID Act. The Assessments shall have lien priority as specified in the PID Act.

Any sale of property for nonpayment of the Annual Installments shall be subject to the lien established for the remaining unpaid Annual Installments against such property and such property may again be sold at a judicial foreclosure sale if the purchaser thereof fails to make timely payment of the non-delinquent Annual Installments against such property as they become due and payable.

Each Annual Installment, including the interest on the unpaid amount of an Assessment, shall be calculated as of September 1 and updated annually. Each Annual Installment together with interest thereon shall be delinquent if not paid prior to February 1 of the following year. The initial Annual Installments relating to the Improvement Area #1 Bonds will be due when billed and will be delinquent if not paid prior to February 1, 2026.

Each Annual Installment, including the interest on the unpaid amount of an Assessment, shall be calculated as of September 1 and updated annually. Each Annual Installment together with interest thereon shall be delinquent if not paid prior to February 1 of the following year. The initial Annual Installments relating to the Improvement Area #2 Bonds will be due when billed and will be delinquent if not paid prior to February 1, 2027.

I. SURPLUS FUNDS REMAINING IN THE IMPROVEMENT AREA #1 BOND ACCOUNT

If proceeds from the Improvement Area #1 Bonds remain after all of the Improvement Area #1 Projects are constructed and accepted by the City, the proceeds may be utilized in accordance with the applicable Trust Indenture.

J. SURPLUS FUNDS REMAINING IN THE IMPROVEMENT AREA #2 BOND ACCOUNT

If proceeds from the Improvement Area #2 Bonds remain after all of the Improvement Area #2 Projects are constructed and accepted by the City, the proceeds may be utilized in accordance with the applicable Trust Indenture.

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VII. THE ASSESSMENT ROLL

A. IMPROVEMENT AREA #1 ASSESSMENT ROLL

The City Council has evaluated each Parcel in Improvement Area #1 (based on numerous factors such as the applicable zoning for developable area, the use of proposed Homeowner Association Property, the Public Property, the types of public improvements, and other development factors deemed relevant by the City Council) to determine the amount of Assessed Property within the Improvement Area #1.

The Improvement Area #1 Assessed Property was assessed for the special benefits conferred upon the property resulting from the Improvement Area #1 Projects. Table VII-A summarizes the \$11,156,795 in special benefit received by the Improvement Area #1 Assessed Property from the Improvement Area #1 Projects, the costs of the PID formation, and the Improvement Area #1 Bond issuance costs. The par amount of the Improvement Area #1 Bonds is \$5,601,000, which is less than the benefit received by the Improvement Area #1 Assessed Property. Accordingly, the total Assessment to be applied to all the Improvement Area #1 Assessed Property is \$5,601,000 plus interest, Additional Interest, and annual Administrative Expenses. The Assessment for each Improvement Area #1 Assessed Property is calculated based on the allocation methodologies described in Section V.D. The Improvement Area #1 Assessment Roll is attached hereto as Appendix G.

Table VII-A
Special Benefit Summary – Improvement Area #1

Special Benefit	Total Cost
Total Improvement Area #1 Projects ¹	\$10,125,542
Bond Issuance Costs:	
Debt Service Reserve Fund	\$410,893
Administrative Expenses	\$50,000
Capitalized Interest	\$65,756
Cost of Issuance	\$333,040
Underwriter's Discount	\$112,020
Underwriter's Counsel Fee	\$56,010
Original Issue Discount	\$3,535
<i>Subtotal Bond Issuance Costs</i>	<i>\$1,031,253</i>
Total Special Benefit	\$11,156,795
Special Benefit:	
Total Special Benefit	\$11,156,795
Projected Assessment	\$5,601,000
Excess Benefit	\$5,555,795

¹See Table III-B for details.

B. IMPROVEMENT AREA #2 ASSESSMENT ROLL

The City Council has evaluated each Parcel in Improvement Area #2 (based on numerous factors such as the applicable zoning for developable area, the use of proposed Homeowner Association Property, the Public Property, the types of public improvements, and other development factors deemed relevant by the City Council) to determine the amount of Assessed Property within the Improvement Area #2.

The Improvement Area #2 Assessed Property is being assessed for the special benefits conferred upon the property resulting from the Improvement Area #2 Projects. Table VII-B summarizes the \$12,814,707 in special benefit received by the Improvement Area #2 Assessed Property from the Improvement Area #2 Projects, the costs of the PID formation, and the Improvement Area #2 Bond issuance costs. The par amount of the Improvement Area #2 Bonds is \$8,327,000, which is less than the benefit received by the Improvement Area #2 Assessed Property. Accordingly, the total Assessment to be applied to all the Improvement Area #2 Assessed Property is \$8,327,000 plus interest, Additional Interest, and annual Administrative Expenses. The Assessment for each Improvement Area #2 Assessed Property is calculated based on the allocation methodologies described in Section V.D. The Improvement Area #2 Assessment Roll is attached hereto as Appendix H.

Table VII-B
Special Benefit Summary – Improvement Area #2

Special Benefit	Total Cost
Total Improvement Area #2 Projects ¹	\$11,372,430
Bond Issuance Costs:	
Debt Service Reserve Fund	\$601,211
Administrative Expenses	\$50,000
Capitalized Interest	\$0
Cost of Issuance	\$541,255
Underwriter's Discount	\$166,540
Underwriter's Counsel Fee	\$83,270
<i>Subtotal Bond Issuance Costs</i>	<i>\$1,442,276</i>
Total Special Benefit	\$12,814,707
Special Benefit:	
Total Special Benefit	\$12,814,707
Projected Assessment	\$8,327,000
Excess Benefit	\$4,487,707

¹See Table III-C for details.

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C. FUTURE IMPROVEMENT AREAS ASSESSMENT ROLLS

As Future Improvement Areas are developed, this Service and Assessment Plan will be amended to determine the Assessment for each Parcel or Lot located within such Future Improvement Areas (e.g. an appendix will be added as the Assessment Roll for Future Improvement Areas).

D. ANNUAL ASSESSMENT ROLL UPDATES

The Administrator shall prepare, and shall submit to the City Council for approval, annual updates to each Assessment Roll in conjunction with the Annual Service Plan Update to reflect the following matters, together with any other changes helpful to the Administrator or the City and permitted by the PID Act: (i) the identification of each Parcel (ii) the Assessment for each Parcel of Assessed Property, including any adjustments authorized by this Service and Assessment Plan or in the PID Act; (iii) the Annual Installment for the Assessed Property for the year (if the Assessment is payable in installments); and (iv) payments of the Assessment, if any, as provided by Section VI.G of this Service and Assessment Plan.

Once Bonds are issued, the Assessment Rolls shall be updated, which update may be done in the next Annual Service Plan Update, to reflect any changes resulting from the issuance of the Bonds. This update shall reflect the actual interest on the Bonds on which the Annual Installments shall be paid, any reduction in the Assessments, and any revisions in the Actual Costs to be funded by the Bonds and Developer funds.

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VIII. MISCELLANEOUS PROVISIONS

A. ADMINISTRATIVE REVIEW

The City may elect to designate a third party to serve as Administrator. The City shall notify Developer in writing at least thirty (30) days in advance before appointing a third-party Administrator.

To the extent consistent with the PID Act, an owner of an Assessed Parcel claiming that a calculation error has been made in the Assessment Roll(s), including the calculation of the Annual Installment, shall send a written notice describing the error to the City not later than thirty (30) days after the date any amount which is alleged to be incorrect is due prior to seeking any other remedy. The Administrator shall promptly review the notice, and if necessary, meet with the Assessed Parcel owner, consider written and oral evidence regarding the alleged error and decide whether, in fact, such a calculation error occurred.

If the Administrator determines that a calculation error has been made and the applicable Assessment Roll should be modified or changed in favor of the Assessed Parcel owner, such change or modification shall be presented to the City Council for approval to the extent permitted by the PID Act. A cash refund may not be made for any amount previously paid by the Assessed Parcel owner (except for the final year during which the Annual Installment shall be collected or if it is determined there are sufficient funds to meet the expenses of the PID for the current year), but an adjustment may be made in the amount of the Annual Installment to be paid in the following year. The decision of the Administrator regarding a calculation error relating to an Assessment Roll may be appealed to the City Council. Any amendments made to the Assessment Roll(s) pursuant to calculation errors shall be made pursuant to the PID Act.

The decision of the Administrator, or if such decision is appealed to the City Council, the decision of the City Council shall be conclusive as long as there is a reasonable basis for such determination. This procedure shall be exclusive and its exhaustion by any property owner shall be a condition precedent to any other appeal or legal action by such owner.

B. TERMINATION OF ASSESSMENTS

Each Assessment shall be extinguished on the date the Assessment is paid in full, including unpaid Annual Installments and Delinquent Collection Costs, if any. After the extinguishment of an Assessment and the collection of any delinquent Annual Installments and Delinquent Collection Costs, the City shall provide the owner of the affected Parcel a recordable “Notice of the PID Assessment Termination”.

C. AMENDMENTS

Amendments to the Service and Assessment Plan can be made as permitted or required by the PID Act and under Texas law.

The City Council reserves the right to the extent permitted by the PID Act to amend this Service and Assessment Plan without notice under the PID Act and without notice to property owners of Parcels:(i) to correct mistakes and clerical errors; (ii) to clarify ambiguities; and (iii) to provide procedures for the collection and enforcement of Assessments, Prepayment Costs, collection costs, and other charges imposed by the Service and Assessment Plan.

D. FILING AND POSTING OF SERVICE AND ASSESSMENT PLAN

Within seven days of its approval by the City Council, the City shall (i) file and record this Service and Assessment Plan in the real property records of the County and (ii) post a copy of this Service and Assessment Plan on the City's internet website. In addition, the City shall similarly file and post each Annual Service Plan Update approved by the City Council, with each such filing and posting to occur within seven days of the date each respective Annual Service Plan Update is approved. All such documents shall be posted, filed, and recorded in the entirety.

E. ADMINISTRATION AND INTERPRETATION OF PROVISIONS

The City Council shall administer the PID, this Service and Assessment Plan, and all Annual Service Plan Updates consistent with the PID Act and shall make all interpretations and determinations related to the application of this Service and Assessment Plan unless stated otherwise herein or in the Trust Indenture, such determination shall be conclusive.

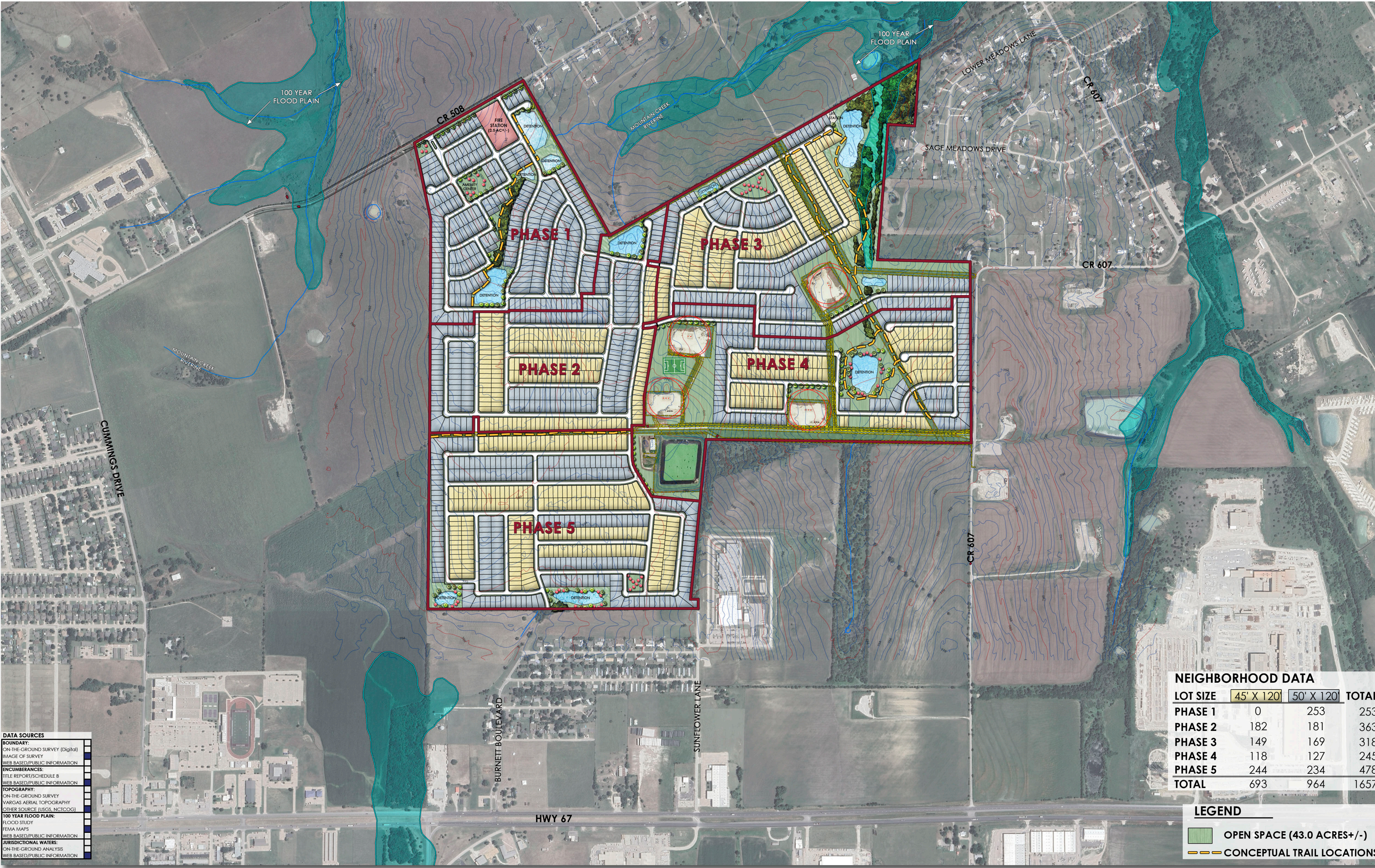
F. SEVERABILITY

If any provision, section, subsection, sentence, clause or phrase of this Service and Assessment Plan or the application of same to an assessed Parcel or any person or set of circumstances is for any reason held to be unconstitutional, void or invalid, the validity of the remaining portions of this Service and Assessment Plan or the application to other persons or sets of circumstances shall not be affected thereby, it being the intent of the City Council in adopting this Service and Assessment Plan that no part hereof or provision or regulation contained herein shall become inoperative or fail by reason of any unconstitutionality, voidness or invalidity of any other part hereof, and all provisions of this Service and Assessment Plan are declared to be severable for that purpose.

If any provision of this Service and Assessment Plan is determined by a court to be unenforceable, the unenforceable provision shall be deleted from this Service and Assessment Plan and the unenforceable provision shall, to the extent possible, be rewritten to be enforceable and to give effect to the intent of the City.

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APPENDIX A
PID MAP



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

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

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

APPENDIX B
ESTIMATED COSTS OF AUTHORIZED IMPROVEMENTS

Lone Oak

Public Improvement District Engineer's Report Improvement Area #1

Prepared by:

JBI
PARTNERS



Chris Wall, P.E.
February 04, 2025

TBPE No. F-438
TBPELS No. 10076000



LONE OAK
PUBLIC IMPROVEMENT DISTRICT ENGINEER'S REPORT
IMPROVEMENT AREA #1

February 04, 2025

Introduction:

Lone Oak is a proposed single-family residential development consisting of 1,657 residential homes on approximately 428.755 acres of land. This development is generally located south of C.R. 508 and west of C.R. 607; approximately 1,900 feet north of U.S. Hwy. 67 in the City of Alvarado, Texas. The development will include walking trails, an amenity center, reserved fire station lot, programmable open space areas, and detention ponds that will serve as site detention as well as public amenities. Lone Oak is to be constructed in five phases and is anticipated to take 6-8 years to reach full buildout. Improvement Area No. 1 is anticipated to consist of Phase 1, which includes 70.219 acres and 253 residential homes, all of which are 50-foot front entry lots.

This report includes the supporting documentation for issuance of Improvement Area No. 1 PID bonds by the City. The bonds are to be used to finance the public infrastructure items listed below that are necessary for buildout of the development.

Development Improvements:

- **Major Infrastructure Improvements**
 - **County Road 508 Right Turn Lane**
 - **Roadway – (See Major Infrastructure Improvements Roadway Exhibit)**
 - Improvements to include subgrade stabilization, concrete pavement with curb and gutter, concrete sidewalk with ADA ramps, and drainage. All related traffic control, earthwork, excavation, erosion control, and demolition of existing pavement within the proposed right-of-way is included.
 - **Gravity Sanitary Sewer, Sanitary Sewer Lift Station and Sanitary Sewer Force Main**
 - **Sewer - (See Major Infrastructure Improvement Sewer Exhibit)**
 - Improvements include trench excavation and embedment, trench safety, piping, manholes, service connections, lift stations, testing, related earthwork, excavation, and erosion control and all necessary appurtenances constructed to City and utility provider standards required to upgrade the existing wastewater service capacity for the development.
 - **Soft Costs**
 - Costs, including fees, related to designing, constructing, installing, and financing the Major Infrastructure Improvements, including land planning and design, engineering, soil testing, survey, construction management,

legal fees, consultant fees, contingency, inspection fees, District Formation Costs, and other PID costs incurred and paid by the Developer.

- **Improvement Area No. 1 Improvements**

- **Roadway - (See Improvement Area No. 1 Improvements - Roadway)**
 - Improvements to include subgrade stabilization, concrete pavement with curb and gutter, concrete sidewalk with ADA ramps, signage, lighting, earthwork, excavation, erosion control, and testing.
- **Water - (See Improvement Area No. 1 Improvements - Water)**
 - Improvements include trench excavation and embedment, trench safety, piping, valves, fire hydrant assemblies, service connections, testing, related earthwork, erosion control and all necessary appurtenances constructed to JCSUD standards required to provide water service to Improvement Area No. 1.
- **Sewer - (See Improvement Area No. 1 Improvements - Sewer)**
 - Improvements include trench excavation and embedment, trench safety, piping, manholes, service connections, testing, related earthwork, excavation, and erosion control and all necessary appurtenances constructed to City standards required to provide wastewater service to Improvement Area No. 1.
- **Drainage - (See Improvement Area No. 1 Improvements - Drainage)**
 - Improvements include trench excavation and embedment, trench safety, piping, manholes, inlets, headwalls, testing, related earthwork, and erosion control. Also included are retention ponds consisting of clearing, excavation, piping for inbound and outbound drainage lines, outlet structures, and erosion control.
- **Soft Costs**
 - Costs, including fees, related to designing, constructing, installing, and financing the Improvement Area No. 1 Improvements, including land planning and design, engineering, soil testing, survey, construction management, legal fees, consultant fees, contingency, inspection fees, District Formation Costs, and other PID costs incurred and paid by the Developer.

Development Costs:

The Developer/Engineer is providing a detailed cost summary for the Major Infrastructure Improvements & Improvement Area No. 1 Improvements, outlining both public and private costs based on contracted values and actuals spent.

Development & Construction Schedule:

Improvement Area No. 1:

- Begin Construction June 2024
- Complete Construction June 2025

Major Infrastructure Improvements:

- Begin Construction June 2024
- Complete Construction June 2025

DRAFT

Lone Oak, Improvement Area No. 1 - Cost Breakdown

PUBLIC IMPROVEMENTS IA#1	IA#1 PUBLIC COSTS
Erosion Control (Public)	\$ 70,507.56
Earthwork (Public)	\$ 122,236.75
Paving	\$ 2,827,301.80
Water	\$ 1,412,889.70
Sanitary Sewer	\$ 1,302,264.90
Storm Drainage	\$ 1,656,011.00
Bonds	\$ 94,864.00
Soft Costs (Public)	\$ 1,801,216.07
SUBTOTAL PUBLIC IMPROVEMENTS A#1	\$ 9,287,291.78

PUBLIC IMPROVEMENTS MAJOR	MAJOR PUBLIC COSTS
Paving	\$ 557,600.88
Sanitary Sewer	\$ 3,791,972.90
Bonds	\$ 18,636.00
Soft Costs (Major Public)	\$ 1,087,704.07
SUBTOTAL MAJOR PUBLIC IMPROVEMENTS	\$ 5,455,913.85

TOTAL (PUBLIC IA#1 + PUBLIC MAJOR)	\$ 14,743,205.63
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PRIVATE IMPROVEMENTS IA#1	IA#1 PRIVATE COSTS
Erosion Control (Private)	\$ 56,885.38
Earthwork (Private)	\$ 997,846.00
Retaining Walls	\$ 964,037.50
Hardscape / Open Space (Private)	\$ 338,505.00
Soft Costs (Private)	\$ 499,502.84
Total	\$ 2,856,776.72

TOTAL (ALL PUBLIC + PRIVATE)	\$ 17,599,982.35
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PUBLIC EROSION CONTROL IA#1				
	QTY	UNIT	UNIT PRICE	AMOUNT
1	CONSTRUCTION ENTRANCE	1	EA	\$ 2,600.00 \$ 2,600.00
2	SILT FENCE	4570	LF	\$ 1.95 \$ 8,911.50
3	ROCK CHECK DAM	2	EA	\$ 1,050.00 \$ 2,100.00
4	INLET PROTECTION	45	EA	\$ 165.00 \$ 7,425.00
5	8' CURLEX ALONG BACK OF CURB	27965	LF	\$ 1.50 \$ 41,947.50
6	SEEDING	107500	SF	\$ 0.02 \$ 2,150.00
7	TAX			\$ 5,373.56
TOTAL PUBLIC				\$ 70,507.56
PRIVATE EROSION CONTROL - IA#1				
	QTY	UNIT	UNIT PRICE	AMOUNT
1	SEED & HARROW LOTS	40	AC	\$ 350.00 \$ 14,000.00
2	MAINTENANCE	257	LT	\$ 150.00 \$ 38,550.00
3	TAX			\$ 4,335.38
TOTAL PRIVATE				\$ 56,885.38

PUBLIC GRADING IA#1				
	QTY	UNIT	UNIT PRICE	AMOUNT
1	GENERAL SITE PREP	9.67	AC	\$ 500.00 \$ 4,835.00
2	DE-WATER EXISTING PONDS	2	EA	\$ 5,000.00 \$ 10,000.00
3	UNCLASSIFIED EXCAVATION	17545	CY	\$ 2.15 \$ 37,721.75
4	PROCESS AND PLACE SPOILS	17420	CY	\$ 4.00 \$ 69,680.00
TOTAL PUBLIC				\$ 122,236.75

PRIVATE GRADING IA#1				
	QTY	UNIT	UNIT PRICE	AMOUNT
1	GENERAL SITE PREP	60.47	AC	\$ 500.00 \$ 30,235.00
2	REMOSE EXISTING FENCE	3620	LF	\$ 0.75 \$ 2,715.00
3	UNCLASSIFIED EXCAVATION	111710	CY	\$ 2.10 \$ 234,591.00
4	8' MOISTURE CONDITIONING	60	EA	\$ 1,650.00 \$ 99,000.00
5	10' MOISTURE CONDITIONING	197	EA	\$ 1,750.00 \$ 344,750.00
6	6-MIL POLY SHEETING	257	EA	\$ 700.00 \$ 179,900.00
7	ROUGH LOT BENCHING	257	EA	\$ 200.00 \$ 51,400.00
8	FINAL LOT BENCHING	257	EA	\$ 215.00 \$ 55,255.00
TOTAL PRIVATE				\$ 997,846.00

PAVING PUBLIC IA#1		QTY	UNIT PRICE		AMOUNT
1	6" 3600 PSI CONCRETE	43,919.00	\$	48.40	\$ 2,125,679.60
2	8" LIME STABILIZED SUBGRADE	46,724.00	\$	3.05	\$ 142,508.20
3	HYDRATED LIME 36 LBS	842.00	\$	330.00	\$ 277,860.00
4	CONCRETE STREET HEADER	124.00	\$	15.00	\$ 1,860.00
5	TYPE 3 STREET BARRICADE	124.00	\$	49.50	\$ 6,138.00
6	30" STOP SIGN	22.00	\$	93.50	\$ 2,057.00
7	STREET NAME BLADE	56.00	\$	96.25	\$ 5,390.00
8	STREET SIGN POST	28.00	\$	247.50	\$ 6,930.00
9	STRIPING FOR PARKING	1.00	\$	1,485.00	\$ 1,485.00
TOTAL PAVING PUBLIC IA#1				\$	2,569,907.80

PAVING SIDEWALKS & RAMPS PUBLIC IA#1		QTY	UNIT PRICE		AMOUNT
1	SITE FACILITIES	1.00	\$	1,250.00	\$ 1,250.00
2	4' WIDE CONCRETE SIDEWALK	19,176.00	\$	6.50	\$ 124,644.00
3	ADA DIRECTIONAL BARRIER FREE RAMP	34.00	\$	2,250.00	\$ 76,500.00
4	ADA BI-DIRECTIONAL BARRIER FREE RAMP	10.00	\$	4,500.00	\$ 45,000.00
5	ADA PARALLEL RAMP	4.00	\$	2,500.00	\$ 10,000.00
TOTAL SIDEWALK & RAMPS PUBLIC IA#1				\$	257,394.00

TOTAL PAVING + SIDEWALK/RAMPS PUBLIC IA#1				\$	2,827,301.80
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WATER PUBLIC IA#1		QTY	UNIT PRICE	AMOUNT
1	4" PVC PIPE	320.00	\$ 31.30	\$ 10,016.00
2	12" PVC PIPE	2,335.00	\$ 73.60	\$ 171,856.00
3	8" PVC PIPE	10,085.00	\$ 46.90	\$ 472,986.50
4	BORE FOR 12" PVC	40.00	\$ 650.00	\$ 26,000.00
5	12" GATE VALVE	14.00	\$ 3,835.00	\$ 53,690.00
6	8' GATE VALVE	48.00	\$ 2,115.00	\$ 101,520.00
7	6' GATE VALVE	27.00	\$ 1,450.00	\$ 39,150.00
8	FIRE HYDRANT	27.00	\$ 5,400.00	\$ 145,800.00
9	FITTINGS	6.34	\$ 7,775.00	\$ 49,293.50
10	2" FLUSH VALVE	6.00	\$ 6,800.00	\$ 40,800.00
11	4"X2" TAP CAP	2.00	\$ 315.00	\$ 630.00
12	8"X2" TAP CAP	3.00	\$ 425.00	\$ 1,275.00
13	12"X2" TAP CAP	1.00	\$ 565.00	\$ 565.00
14	12"X12" CUT IN TEE @ EX 8"	1.00	\$ 7,065.00	\$ 7,065.00
15	1" DOM SERVICE (AMENITY CENTER)	1.00	\$ 870.00	\$ 870.00
16	3/4" DOM SERVICE	21.00	\$ 800.00	\$ 16,800.00
17	3/4" DOM SERVICE W/1.5" SLEEVES	18.00	\$ 850.00	\$ 15,300.00
18	1"X3/4" COPPER "BH" SERVICE	51.00	\$ 1,160.00	\$ 59,160.00
19	1"X3/4" COPPER "BH" SERVICE	58.00	\$ 995.00	\$ 57,710.00
20	1" IRR SERVICE	5.00	\$ 1,200.00	\$ 6,000.00
21	SCHEDULE 40 PVC IRR SLEEVES	485.00	\$ 33.50	\$ 16,247.50
22	TRENCH SAFETY	12,740.00	\$ 0.10	\$ 1,274.00
23	TESTING	12,740.00	\$ 2.00	\$ 25,480.00
24	21" PVC CASING W/SPACERS	60.00	\$ 240.00	\$ 14,400.00
25	15" PVC CASING W/SPACERS	20.00	\$ 233.00	\$ 4,660.00
TOTAL WATER PUBLIC IA#1				\$ 1,338,548.50

FIRE HYDRANT FOR CONSTRUCTION WATER PUBLIC IA#1		QTY	UNIT PRICE	AMOUNT
1	8"PVC PIPE	82.00	\$ 67.00	\$ 5,494.00
2	16" STEEL CASING	60.00	\$ 675.00	\$ 40,500.00
3	8" GATE VALVE	1.00	\$ 2,025.00	\$ 2,025.00
4	8" GATE VALVE ON EXISITNG	2.00	\$ 3,900.00	\$ 7,800.00
5	FIRE HYDRANT W/8" TEE & 6" VALVE	1.00	\$ 6,800.00	\$ 6,800.00
6	8" CUT-IN-TEE MJXF	1.00	\$ 11,550.00	\$ 11,550.00
7	TRENCH SAFETY	82.00	\$ 0.10	\$ 8.20
8	CHLORINATE & PRESSURE TEST	82.00	\$ 2.00	\$ 164.00
TOTAL FIRE HYDRANT FOR CONSTRUCTION WATER PUBLIC IA#1				\$ 74,341.20

TOTAL WATER & FIRE HYDRANT FOR CONSTRUCTION WATER PUBLIC IA#1	\$ 1,412,889.70
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	SANITARY SEWER PUBLIC IA#1	QTY	UNIT PRICE	AMOUNT
1	8" SDR-35	9,600.00	\$ 54.60	\$ 524,160.00
2	8" SDR-26	1,959.00	\$ 88.00	\$ 172,392.00
3	CEMENT STABILIZED SAND	400.00	\$ 50.00	\$ 20,000.00
4	5' MANHOLE	5.00	\$ 12,050.00	\$ 60,250.00
5	4' MANHOLE	32.00	\$ 6,800.00	\$ 217,600.00
6	4' DROP MANHOLE	1.00	\$ 8,415.00	\$ 8,415.00
7	4" SERVICE	257.00	\$ 1,020.00	\$ 262,140.00
8	6" SERVICE	1.00	\$ 1,475.00	\$ 1,475.00
9	TRENCH SAFETY	11,559.00	\$ 0.10	\$ 1,155.90
10	TESTING	11,559.00	\$ 3.00	\$ 34,677.00
TOTAL SANITARY SEWER PUBLIC IA#1				\$ 1,302,264.90

STORM DRAINAGE PUBLIC IA#1		QTY	UNIT PRICE		AMOUNT
1	9x3 RCB	122.00	\$	758.00	\$ 92,476.00
2	5X4 RCB	85.00	\$	377.00	\$ 32,045.00
3	5X2 RCB	92.00	\$	324.00	\$ 29,808.00
4	48" RCP	44.00	\$	214.00	\$ 9,416.00
5	42" RCP	376.00	\$	184.00	\$ 69,184.00
6	36" RCP	295.00	\$	150.00	\$ 44,250.00
7	33" RCP	150.00	\$	139.00	\$ 20,850.00
8	30" RCP	717.00	\$	125.00	\$ 89,625.00
9	27" RCP	400.00	\$	119.00	\$ 47,600.00
10	24" RCP	813.00	\$	95.00	\$ 77,235.00
11	21" RCP	1,457.00	\$	86.00	\$ 125,302.00
12	18" RCP	3,604.00	\$	78.00	\$ 281,112.00
13	10' CURB INLET BOTTOM	4.00	\$	3,740.00	\$ 14,960.00
14	20' CURB INLET	1.00	\$	9,655.00	\$ 9,655.00
15	15' CURB INLET	2.00	\$	9,115.00	\$ 18,230.00
16	10' CURB INLET	38.00	\$	7,995.00	\$ 303,810.00
17	4X4 Y-INLET W/APRON	4.00	\$	6,150.00	\$ 24,600.00
18	6X5 MANHOLE	2.00	\$	8,625.00	\$ 17,250.00
19	4X4 MANHOLE	3.00	\$	7,360.00	\$ 22,080.00
20	3X4 MANHOLE	1.00	\$	6,785.00	\$ 6,785.00
21	3X3 MANHOLE	3.00	\$	6,450.00	\$ 19,350.00
22	PEDESTRIAN HANDRAIL AT HEADWALLS	112.00	\$	240.00	\$ 26,880.00
23	9X3 HEADWALL	2.00	\$	19,800.00	\$ 39,600.00
24	5X4 HEADWALL	1.00	\$	8,625.00	\$ 8,625.00
25	5X2 HEADWALL	4.00	\$	7,475.00	\$ 29,900.00
26	42" HEADWALL	3.00	\$	6,100.00	\$ 18,300.00
27	30" HEADWALL	3.00	\$	4,715.00	\$ 14,145.00
28	24" HEADWALL	2.00	\$	4,540.00	\$ 9,080.00
29	21" HEADWALL	4.00	\$	4,400.00	\$ 17,600.00
30	18" HEADWALL	3.00	\$	4,370.00	\$ 13,110.00
31	6" CONCRETE SPILLWAY	209.00	\$	115.00	\$ 24,035.00
32	8"-12" ROCK RIP RAP	260.00	\$	98.00	\$ 25,480.00
33	12"-18" ROCK RIP RAP	350.00	\$	104.00	\$ 36,400.00
34	INLET PROTECTION	45.00	\$	175.00	\$ 7,875.00
35	TRENCH SAFETY	8,155.00	\$	0.10	\$ 815.50
36	TESTING	8,155.00	\$	3.50	\$ 28,542.50
TOTAL STORM DRAINAGE PUBLIC IA#1					\$ 1,656,011.00

	BONDS IA#1	QTY	UNIT PRICE	AMOUNT
1	MAINTENACE BOND (WTR/SS/STM)	1.00	\$ 58,140.00	\$ 58,140.00
2	P&P BOND (WTR/SS/STM)	1.00	\$ 874.00	\$ 874.00
3	MAINT BOND (PAVING)	1.00	\$ 31,000.00	\$ 31,000.00
4	MAINT BOND (SIDEWALK/RAMPS)	1.00	\$ 4,850.00	\$ 4,850.00
TOTAL BONDS IA#1				\$ 94,864.00

SOFT COSTS PUBLIC IA#1	TOTAL
1 Engineering and Surveying	\$ 627,634.80
2 Landscape Architect	\$ 3,425.00
3 Final Geotech CO#2 Pavement Recommendation	\$ 6,600.00
4 City Inspection Fees & Review Fees	\$ 223,417.53
5 Developer Bond Fees	\$ 886,417.55
6 Construction Management Fees	\$ 53,721.20
TOTAL SOFT COSTS PUBLIC IA#1	\$ 1,801,216.07

SOFT COSTS PRIVATE IA#1	TOTAL
1 Engineering and Surveying	\$ 107,288.00
1 TOPO	\$ 3,780.00
2 Landscape Architect	\$ 10,275.00
3 Landscape Architect - Amenity Center	\$ 49,970.00
4 Landscape Architect - Amenity Center CO#1 Upgraded	\$ 18,500.00
5 Prelim Geotech and ESA	\$ 10,300.00
6 Final Geotech	\$ 58,900.00
7 Final Geotech CO#1 1st Amenity Center Location	\$ 7,100.00
8 Final Geotech CO#3 AC/Lot Layout Change	\$ 6,336.00
9 CMT (Lots)	\$ 111,795.10
10 CBU's	\$ 60,272.74
11 IES - WOTUS	\$ 4,900.00
12 SWPPP Inspections	\$ 20,136.00
13 Bi-Weekly Drone Footage	\$ 29,950.00
TOTAL SOFT COSTS PRIVATE IA#1	\$ 499,502.84

	PAVING MAJOR	QTY	UNIT PRICE	AMOUNT
1	2" HOT MIX ASPHALT OVERLAY	759.00	\$ 50.90	\$ 38,633.10
2	6" HOT MIX ASPHALT BASE, TYPE B	850.00	\$ 80.45	\$ 68,382.50
3	6" FLEXBASE FOR ASPHALT PAVEMENT	492.00	\$ 49.60	\$ 24,403.20
4	SAWCUT 2' INTO EX PAVEMENT	454.00	\$ 20.00	\$ 9,080.00
5	CONNECT TO EX PAVEMENT	2.00	\$ 2,800.00	\$ 5,600.00
6	6" SOLID WHITE STRIPING CR 508	492.00	\$ 8.40	\$ 4,132.80
7	TRAFFIC CONTROL	1.00	\$ 12,000.00	\$ 12,000.00
8	EXCAVATION DECEL LANE	1.00	\$ 10,000.00	\$ 10,000.00
9	RELOCATE EXISTING POLES ON 508 FOR TURNLANE	1.00	\$ 66,044.28	\$ 66,044.28
10	ROW Value/Acre			\$ 319,325.00
	TOTAL PAVING MAJOR			\$ 557,600.88

SANITARY SEWER MAJOR		QTY	UNIT PRICE	AMOUNT
1	15" SDR-35	3,035.00	\$ 97.50	\$ 295,912.50
2	15" SDR-26	222.00	\$ 130.00	\$ 28,860.00
3	12" SDR-26	2,986.00	\$ 126.00	\$ 376,236.00
4	8" SDR 26	295.00	\$ 88.00	\$ 25,960.00
5	12" C-900 FORCE MAIN	4,436.00	\$ 86.25	\$ 382,605.00
6	CEMENT STABILIZED SAND	20.00	\$ 50.00	\$ 1,000.00
7	5' DROP MANHOLE	2.00	\$ 15,335.00	\$ 30,670.00
8	5' MANHOLE	22.00	\$ 12,050.00	\$ 265,100.00
9	4" SERVICE (FUTURE PH 3)	55.00	\$ 1,500.00	\$ 82,500.00
10	4" SERVICE (FUTURE PH 5)	110.00	\$ 1,755.00	\$ 193,050.00
11	COMBO ARV/VAC VALVE ON FM	1.00	\$ 8,000.00	\$ 8,000.00
12	CONNECT TO EXISTING MANHOLE	1.00	\$ 2,090.00	\$ 2,090.00
13	TRENCH SAFETY	10,974.00	\$ 0.10	\$ 1,097.40
14	TESTING	10,974.00	\$ 3.00	\$ 32,922.00
TOTAL SANITARY SEWER MAJOR				\$ 1,726,002.90

SS LIFT STATION MAJOR		QTY	UNIT PRICE	AMOUNT
1	LIFT STATION	1.00	\$ 2,057,770.00	\$ 2,057,770.00
2	CO #1 - Electric Fence	1.00	\$ 8,200.00	\$ 8,200.00
TOTAL LIFT STATION MAJOR IA#1				\$ 2,065,970.00

TOTAL SANITARY SEWER & LIFT STATION MAJOR			\$ 3,791,972.90	
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BONDS IA#1		QTY	UNIT PRICE		AMOUNT
1	MAINTENACE BOND (SS)	1.00	\$	18,636.00	\$ 18,636.00
TOTAL BONDS IA#1					\$ 18,636.00

SOFT COSTS MAJOR PUBLIC		TOTAL
1 Engineering and Surveying	\$	337,957.20
2 ROW Acquisitions	\$	86,580.00
3 CMT (including lift station)	\$	100,774.50
4 Final Geotech CO#3 Lift Station	\$	3,168.00
5 City Inspection Fees & Review Fees	\$	120,301.74
6 Developer Legal	\$	69,066.00
7 Developer Bond Fees	\$	340,929.83
8 Construction Management Fees	\$	28,926.80
TOTAL SOFT COSTS MAJOR PUBLIC	\$	1,087,704.07

RETAINING WALLS IA#1		QTY	UNIT PRICE		AMOUNT
1	PERMITS	1.00	\$	2,500.00	\$ 2,500.00
2	SITE FACILITIES	1.00	\$	1,800.00	\$ 1,800.00
3	ENGINEERING AND STRUCTURAL INSPECTIONS	1.00	\$	27,950.00	\$ 27,950.00
4	MOSAIC SANDSTONE (7.4' MAX HEIGHT)	16,205.00	\$	57.50	\$ 931,787.50
TOTAL					\$ 964,037.50

HARDSCAPE IA#1		QUANTITY	PRICE	TOTAL
1	PERMITS	1.00	\$ 1,920.00	\$ 1,920.00
2	ENGINEERING INSPECTIONS	1.00	\$ 3,200.00	\$ 3,200.00
3	SITE FACILITIES	1.00	\$ 1,280.00	\$ 1,280.00
4	10' HT. MAIN ENTRY SIGN MONUMENT	1.00	\$ 108,584.00	\$ 108,584.00
5	7' HT. STONE COLUMN AT GRADE	11.00	\$ 2,025.00	\$ 22,275.00
6	7' HT. STONE COLUMN ATOP RETAINING WALL	1.00	\$ 2,330.00	\$ 2,330.00
7	6' HT. BRICK THINKWALL ON BEAM	881.00	\$ 127.00	\$ 111,887.00
8	6' HT. BRICK THINKWALL ON BEAM ATOP RETAINING WALL	135.00	\$ 157.00	\$ 21,195.00
9	9' HT. LOGO COLUMN WITH STONE BASE	1.00	\$ 10,986.00	\$ 10,986.00
10	9' HT. LOGO COLUMN WITH STONE BASE ATOP RETAINING WALL	1.00	\$ 13,536.00	\$ 13,536.00
11	LED STRIP LIGHTS FOR LETTERS FOR MONUMENT SIGN	1.00	\$ 9,192.00	\$ 9,192.00
12	ELECTRICAL SERVICE AND HOOK-UP TO IRRIGATION	1.00	\$ 28,920.00	\$ 28,920.00
13	HAUL-OFF OF ALL SPOILS	1.00	\$ 3,200.00	\$ 3,200.00
TOTAL - PUBLIC				\$ -
TOTAL - PRIVATE				\$ 338,505.00

Lone Oak

Public Improvement District Engineer's Report Improvement Area #2

Prepared by:

JB
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PARTNERS



Chris Wall, P.E.
March 04, 2026

TBPE No. F-438
TBPELS No. 10076000



LONE OAK
PUBLIC IMPROVEMENT DISTRICT ENGINEER'S REPORT
IMPROVEMENT AREA #2

March 04, 2026

Introduction:

Lone Oak is a proposed single-family residential development consisting of 1,657 residential homes on approximately 428.755 acres of land. This development is generally located south of C.R. 508 and west of C.R. 607; approximately 1,900 feet north of U.S. Hwy. 67 in the City of Alvarado, Texas. The development will include walking trails, an amenity center, reserved fire station lot, programmable open space areas, and detention ponds that will serve as site detention as well as public amenities. Lone Oak is to be constructed in five phases and is anticipated to take 6-8 years to reach full buildout. Improvement Area No. 2 is anticipated to consist of Phase 2, which includes 68.838 acres and 363 residential homes, consisting of a mix of 45-foot and 50-foot front entry lots.

This report includes the supporting documentation for issuance of Improvement Area No. 2 PID bonds by the City. The bonds are to be used to finance the public infrastructure items listed below that are necessary for buildout of the development.

Development Improvements:

- **Improvement Area No. 2 Improvements**
 - **Roadway - (See Improvement Area No. 2 Improvements - Roadway)**
 - Improvements to include subgrade stabilization, concrete pavement with curb and gutter, concrete sidewalk with ADA ramps, signage, lighting, earthwork, excavation, erosion control, and testing.
 - **Water - (See Improvement Area No. 2 Improvements - Water)**
 - Improvements include trench excavation and embedment, trench safety, piping, valves, fire hydrant assemblies, service connections, testing, related earthwork, erosion control and all necessary appurtenances constructed to JCSUD standards required to provide water service to Improvement Area No. 2.
 - **Sewer - (See Improvement Area No. 2 Improvements - Sewer)**
 - Improvements include trench excavation and embedment, trench safety, piping, manholes, service connections, testing, related earthwork, excavation, and erosion control and all necessary appurtenances constructed to City standards required to provide wastewater service to Improvement Area No. 2.
 - **Drainage - (See Improvement Area No. 2 Improvements - Drainage)**
 - Improvements include trench excavation and embedment, trench safety, piping, manholes, inlets, headwalls, testing, related earthwork, and

erosion control. Also included are retention ponds consisting of clearing, excavation, piping for inbound and outbound drainage lines, outlet structures, and erosion control.

- Soft Costs
 - Costs, including fees, related to designing, constructing, installing, and financing the Improvement Area No. 2 Improvements, including land planning and design, engineering, soil testing, survey, construction management, legal fees, consultant fees, contingency, inspection fees, District Formation Costs, and other PID costs incurred and paid by the Developer.

Development Costs:

The Developer/Engineer is providing a detailed cost summary for the Improvement Area No. 2 Improvements, outlining both public and private costs based on contracted values and actuals spent.

Development & Construction Schedule:

Improvement Area No. 2:

- Begin Construction November 2025
- Complete Construction November 2026

OWNERS CERTIFICATION

WHEREAS Century Land Holdings of Texas, LLC and GRBK Edgewood, LLC are the owners of a tract of land located in the City of Alvarado, Johnson County, Texas, being a part of the James B. Conger Survey, Abstract No. 150, the George S. McIntosh Survey, Abstract No. 625, being part of that called 428.755 acre tract of land described in Special Warranty Deed to Century Land Holdings of Texas, LLC as recorded in Instrument No. 2024-2622 and in Correction Deed to GRBK Edgewood, LLC (50% interest) as recorded in Instrument Number 2023-26644, Official Public Records, Johnson County, Texas, and being more particularly described by metes and bounds as follows:

COMMENCING at an 80d nail with washer stamped “BLUESTAR SURVEYING” found at the northwest corner of Lone Oak Phase 1, an addition to the City of Alvarado, as recorded in Instrument Number 2025-141 , said point also being the northeast corner of a tract of land described in a deed to Robert Lee Franklin, recorded in Volume 1085, Page 578, Official Public Records, Johnson County, Texas, said point being in the centerline of County Road 508;

THENCE along the west line of said Lone Oak Phase 1 and the east line of said Robert Lee Franklin tract as follows:

South 12 degrees 02 minutes 50 seconds East, a distance of 761.63 feet to a one-half inch iron rod found for corner;

South 00 degrees 19 minutes 20 seconds West, a distance of 1,018.18 feet to a one-half inch iron rod with cap stamped “JBI” found for the **POINT OF BEGINNING**;

THENCE, departing the east line of said Robert Lee Franklin tract, and along the south line of Lone Oak Phase 1 as follows:

South 89 degrees 40 minutes 40 seconds East for a distance of 427.60 feet to a one-half inch iron rod with cap stamped “JBI” found for corner;

North 00 degrees 19 minutes 20 seconds East for a distance of 121.00 feet to a one-half inch iron rod with cap stamped “JBI” found for corner;

South 89 degrees 40 minutes 40 seconds East for a distance of 340.00 feet to a one-half inch iron rod with cap stamped “JBI” found for corner;

North 00 degrees 19 minutes 20 seconds East for a distance of 13.63 feet to a one-half inch iron rod with cap stamped “JBI” found for corner;

South 89 degrees 40 minutes 40 seconds East for a distance of 711.26 feet to a one-half inch iron rod with cap stamped “JBI” found for corner;

North 00 degrees 19 minutes 20 seconds East for a distance of 120.00 feet to a one-half inch iron rod with cap stamped “JBI” found for corner;

North 89 degrees 40 minutes 40 seconds West for a distance of 5.99 feet to a one-half inch iron rod with cap stamped “JBI” found for corner;

North 00 degrees 19 minutes 20 seconds East for a distance of 50.00 feet to a one-half inch iron rod with cap stamped “JBI” found for corner;

South 89 degrees 40 minutes 40 seconds East for a distance of 121.84 feet to a one-half inch iron rod with cap stamped “JBI” found for corner;

North 00 degrees 19 minutes 20 seconds East for a distance of 92.45 feet to a one-half inch iron rod with cap stamped “JBI” found for corner;

North 08 degrees 31 minutes 11 seconds East for a distance of 485.24 feet to a one-half inch iron rod with cap stamped “JBI” found for corner;

South 87 degrees 07 minutes 12 seconds East for a distance of 85.65 feet to a 4 inch steel post found for common corner of said 428.755 acre tract and that tract of land described in deed to Nava Legacy 49 LLC, as recorded in Instrument Number 2019-34549, Official Public Records, Johnson County, Texas, said point also being the southeast corner of Lone Oak Phase 1;

THENCE North 60 degrees 23 minutes 20 seconds East for a distance of 653.74 feet along the common line of said 428.755 acre tract, and said Nava Legacy 49 LLC tract, to a one-half inch iron rod with cap stamped “JBI” set for corner;

THENCE over and across said 428.755 acre tract as follows:

South 08 degrees 23 minutes 34 seconds West for a distance of 688.00 feet to a one-half inch iron rod with cap stamped “JBI” set for corner, the beginning of a tangent curve to the left;

Southwesterly, 274.11 feet along said curve to the left which has a central angle of 08 degrees 04 minutes 14 seconds, having a radius of 1,946.00 feet, a tangent of 137.28 feet, and whose chord bears South 04 degrees 21 minutes 27 seconds West for a distance of 273.88 feet to a one-half inch iron rod with cap stamped “JBI” set for corner;

South 00 degrees 19 minutes 20 seconds West for a distance of 207.91 feet to a one-half inch iron rod with cap stamped “JBI” set for corner;

South 17 degrees 30 minutes 43 seconds East for a distance of 50.00 feet to a one-half inch iron rod with cap stamped “JBI” set for corner, the beginning of a non-tangent curve to the right;

Southwesterly, 12.24 feet along said curve to the right which has a central angle of 01 degrees 20 minutes 09 seconds, having a radius of 525.00 feet, a tangent of 6.12 feet, and whose

chord bears South 73 degrees 09 minutes 21 seconds West for a distance of 12.24 feet to a one-half inch iron rod with cap stamped "JBI" set for corner;

South 09 degrees 39 minutes 45 seconds West for a distance of 668.15 feet to a one-half inch iron rod with cap stamped "JBI" set for corner;

South 04 degrees 34 minutes 35 seconds West for a distance of 85.11 feet to a one-half inch iron rod with cap stamped "JBI" set for corner;

South 00 degrees 30 minutes 36 seconds East for a distance of 218.36 feet to a one-half inch iron rod with cap stamped "JBI" set for corner;

South 89 degrees 17 minutes 21 seconds West for a distance of 120.00 feet to a one-half inch iron rod with cap stamped "JBI" set for corner;

South 00 degrees 30 minutes 36 seconds East for a distance of 40.04 feet to a one-half inch iron rod with cap stamped "JBI" set for corner;

South 88 degrees 58 minutes 27 seconds West for a distance of 1,973.32 feet to a one-half inch iron rod with cap stamped "JBI" set for corner in the west line of said 428.755 acre tract, and the east line of said Robert Lee Franklin tract;

THENCE along the west line of said 428.755 acre tract and the east line of said Robert Lee Franklin tract, North 00 degrees 19 minutes 20 seconds East for a distance of 1,064.88 feet to the **POINT OF BEGINNING** and containing 2,998,564 square feet or 68.838 acres of land more or less.

Lone Oak, Improvement Area No. 2 - Cost Breakdown

PUBLIC IMPROVEMENTS IA#2	IA#2 PUBLIC COSTS
Erosion Control (Public)	\$ 73,228.42
Earthwork (Public)	\$ 199,842.70
Paving	\$ 2,554,899.10
Water	\$ 1,221,409.25
Sanitary Sewer	\$ 1,450,521.20
Storm Drainage	\$ 1,505,993.80
Bonds	\$ 86,800.00
Soft Costs (Public)	\$ 3,093,105.93
Contingency	\$ 262,812.75
SUBTOTAL PUBLIC IMPROVEMENTS IA#2	\$ 10,448,613.15

PUBLIC EROSION CONTROL IA#2				
	QTY	UNIT	UNIT PRICE	AMOUNT
1	CONSTRUCTION ENTRANCE	1	EA	\$ 2,600.00 \$ 2,600.00
2	INLET PROTECTION	56	EA	\$ 165.00 \$ 9,240.00
3	8' CURLEX ALONG BACK OF CURB	31125	LF	\$ 1.50 \$ 46,687.50
4	8' CURLEX ALONG POND SLOPES	48000	SF	\$ 0.19 \$ 9,120.00
5	TAX			\$ 5,580.92
TOTAL PUBLIC				\$ 73,228.42

PUBLIC GRADING IA#2					
		QTY	UNIT	UNIT PRICE	AMOUNT
1	GENERAL SITE PREP	14.24	AC	\$ 500.00	\$ 7,120.00
2	UNCLASSIFIED EXCAVATION	67128	CY	\$ 2.15	\$ 144,325.20
3	24' ACCESS RD to LIFT STATION	7635	SY	\$ 4.50	\$ 34,357.50
4	27" CORRUGATED METAL PIPE	108	LF	\$ 40.00	\$ 4,320.00
5	36" CORRUGATED METAL PIPE	243	LF	\$ 40.00	\$ 9,720.00
TOTAL PUBLIC					\$ 199,842.70

	PAVING PUBLIC IA#2	QTY	UNIT PRICE		AMOUNT
1	6" 3600 PSI CONCRETE	44,024.00	\$	45.20	\$ 1,989,884.80
2	8" LIME STABILIZED SUBGRADE	46,738.00	\$	2.85	\$ 133,203.30
3	HYDRATED LIME 36 LBS	841.00	\$	327.00	\$ 275,007.00
4	CONCRETE STREET HEADER	124.00	\$	15.00	\$ 1,860.00
5	TYPE 3 STREET BARRICADE	124.00	\$	49.50	\$ 6,138.00
6	DIRECTIONAL BARRIER FREE RAMP	38.00	\$	2,950.00	\$ 112,100.00
7	4' WIDE CONCRETE SIDEWALK	3,435.00	\$	7.30	\$ 25,075.50
8	CONNECT TO EXISTING PAVEMENT	4.00	\$	500.00	\$ 2,000.00
9	30" STOP SIGN	23.00	\$	93.50	\$ 2,150.50
10	STREET NAME BLADE	34.00	\$	96.25	\$ 3,272.50
11	STREET SIGN POST	17.00	\$	247.50	\$ 4,207.50
TOTAL PAVING PUBLIC IA#2					\$ 2,554,899.10

	WATER PUBLIC IA#2	QTY	UNIT PRICE	AMOUNT
1	4" PVC PIPE	189.00	\$ 30.80	\$ 5,821.20
2	12" PVC PIPE	1,543.00	\$ 66.00	\$ 101,838.00
3	8" PVC PIPE	11,237.00	\$ 42.70	\$ 479,819.90
4	21" PVC ENCASEMENT	40.00	\$ 165.00	\$ 6,600.00
5	12" GATE VALVE	11.00	\$ 3,370.00	\$ 37,070.00
6	8' GATE VALVE	38.00	\$ 1,885.00	\$ 71,630.00
7	6' GATE VALVE	24.00	\$ 1,315.00	\$ 31,560.00
8	FIRE HYDRANT	24.00	\$ 5,050.00	\$ 121,200.00
9	FITTINGS	3.99	\$ 10,975.00	\$ 43,790.25
10	2" FLUSH VALVE	5.00	\$ 5,960.00	\$ 29,800.00
11	4"X2" TAP CAP	1.00	\$ 375.00	\$ 375.00
12	8"X2" TAP CAP	3.00	\$ 490.00	\$ 1,470.00
13	12"X2" TAP CAP	2.00	\$ 640.00	\$ 1,280.00
14	CONNECT TO EXISTING 12"	1.00	\$ 1,300.00	\$ 1,300.00
15	CONNECT TO EXISTING 8"	3.00	\$ 1,000.00	\$ 3,000.00
16	3/4" COPPER DOM SERVICE (8")	14.00	\$ 975.00	\$ 13,650.00
17	3/4" COPPER DOM SERVICE (12")	3.00	\$ 1,020.00	\$ 3,060.00
18	3/4" COPPER DOM SERVICE W2"	16.00	\$ 1,010.00	\$ 16,160.00
19	1"X3/4" COPPER "BH" SERVICE W/SLEEVE (8")	69.00	\$ 1,430.00	\$ 98,670.00
20	1"X3/4" COPPER "BH" SERVICE W/SLEEVE (12")	10.00	\$ 1,505.00	\$ 15,050.00
21	1"X3/4" COPPER "BH" SERVICE (8")	78.00	\$ 1,275.00	\$ 99,450.00
22	1"X3/4" COPPER "BH" SERVICE (12")	8.00	\$ 1,310.00	\$ 10,480.00
23	1" IRR SERVICE	1.00	\$ 1,100.00	\$ 1,100.00
24	TRENCH SAFETY	12,969.00	\$ 0.10	\$ 1,296.90
25	TESTING	12,969.00	\$ 2.00	\$ 25,938.00
TOTAL WATER PUBLIC IA#2				\$ 1,221,409.25

	SANITARY SEWER PUBLIC IA#2	QTY	UNIT PRICE	AMOUNT
1	8" SDR-35	4,167.00	\$ 52.00	\$ 216,684.00
2	8" SDR-26	7,279.00	\$ 82.40	\$ 599,789.60
3	5' MANHOLE	9.00	\$ 10,525.00	\$ 94,725.00
4	5' DROP MANHOLE	2.00	\$ 12,100.00	\$ 24,200.00
5	CONNECT TO EXISTING MANHOLE	1.00	\$ 2,085.00	\$ 2,085.00
6	CONNECT TO EXISTING DROP MANHOLE	2.00	\$ 4,450.00	\$ 8,900.00
7	4' MANHOLE	15.00	\$ 6,350.00	\$ 95,250.00
8	8" CLEANOUT	3.00	\$ 1,010.00	\$ 3,030.00
9	CONNCT TO EXISTING 8"	2.00	\$ 965.00	\$ 1,930.00
10	4" SERVICE	363.00	\$ 1,015.00	\$ 368,445.00
11	TRENCH SAFETY	11,446.00	\$ 0.10	\$ 1,144.60
12	TESTING	11,446.00	\$ 3.00	\$ 34,338.00
TOTAL SANITARY SEWER PUBLIC IA#2				\$ 1,450,521.20

	STORM DRAINAGE PUBLIC IA#2	QTY	UNIT PRICE	AMOUNT
1	5x4 RCB GASKETED PIPE	198.00	\$ 381.00	\$ 75,438.00
2	5X4 RCB	271.00	\$ 363.00	\$ 98,373.00
3	48" RCP	27.00	\$ 194.00	\$ 5,238.00
4	42" RCP	787.00	\$ 176.00	\$ 138,512.00
5	36" RCP	565.00	\$ 145.00	\$ 81,925.00
6	30" RCP	300.00	\$ 122.00	\$ 36,600.00
7	27" RCP	468.00	\$ 94.00	\$ 43,992.00
8	24" RCP	1,189.00	\$ 89.00	\$ 105,821.00
9	21" RCP	446.00	\$ 81.00	\$ 36,126.00
10	18" RCP	3,722.00	\$ 72.00	\$ 267,984.00
11	15' CURB INLET	4.00	\$ 8,855.00	\$ 35,420.00
12	10' CURB INLET	51.00	\$ 7,820.00	\$ 398,820.00
13	6X5 MANHOLE	2.00	\$ 8,625.00	\$ 17,250.00
14	5X4 MANHOLE	1.00	\$ 7,705.00	\$ 7,705.00
15	4X4 MANHOLE	7.00	\$ 7,360.00	\$ 51,520.00
16	5X4 HEADWALL	1.00	\$ 8,625.00	\$ 8,625.00
17	30" HEADWALL	1.00	\$ 4,600.00	\$ 4,600.00
18	24" HEADWALL	1.00	\$ 4,430.00	\$ 4,430.00
19	6" WEIR STRUCTURE AT POND OUTFALL	1.00	\$ 24,335.00	\$ 24,335.00
20	8"-12" ROCK RIP RAP	40.00	\$ 104.00	\$ 4,160.00
21	12"-18" ROCK RIP RAP	163.00	\$ 109.00	\$ 17,767.00
22	INLET PROTECTION	55.00	\$ 230.00	\$ 12,650.00
23	TRENCH SAFETY	7,973.00	\$ 0.10	\$ 797.30
24	TESTING	7,973.00	\$ 3.50	\$ 27,905.50
TOTAL STORM DRAINAGE PUBLIC IA#2				\$ 1,505,993.80

	BONDS IA#2	QTY	UNIT PRICE		AMOUNT
1	MAINTENACE BOND (WTR/SS/STM)	1.00	\$	57,500.00	\$ 57,500.00
2	MAINT BOND (PAVING, SIDEWALKS, & RAMPS)	1.00	\$	29,300.00	\$ 29,300.00
TOTAL BONDS IA#2					\$ 86,800.00

SOFT COSTS AND CONTINGENCY PUBLIC IA#2	TOTAL
1 Engineering and Surveying	\$ 929,142.00
2 Landscape Architect	\$ -
3 CMT (utilities and paving)	\$ 120,695.05
4 City Inspection Fees & Review Fees	\$ 82,671.21
5 JCSUD Inspection Fees	\$ 18,321.14
6 Developer Bond Fees	\$ 345,176.53
7 Cinclair Fee	\$ 75,000.00
8 Developer Fees, Design, Planning	\$ 1,522,100.00
TOTAL SOFT COSTS AND CONTINGENCY PUBLIC IA#2	\$ 3,093,105.93

APPENDIX C
LEGAL DESCRIPTION

District Land Boundaries

BEING a 428.755 acre tract of land situated in the DAVID MITCHELL SURVEY, ABSTRACT NO. 586, JAMES B. CONGER SURVEY, ABSTRACT NO. 150, GEORGES. McINTOSH SURVEY, ABSTRACT NO. 625, AMOS M. JAMES SURVEY, ABSTRACT NO. 466, JAMES NICHOLSON SURVEY, ABSTRACT NO. 1079, in the City of Alvarado, Johnson County, Texas, being all of that certain tract of land described in a deed to Dale Harvey Robinson, et al, recorded in Document Number 2019- 09415, Deed Records, Johnson County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at a one-half inch iron rod with cap stamped "FORTWORTH SURVEYING" found for the common corner of said Robinson tract, and Lot 3, Block 1, SR20 Addition, an addition in the City of Alvarado, Johnson County, Texas, according to the plat thereof recorded in Volume 10, Page 742, Plat Records, Johnson County, Texas, said point being in the west right-of-way line of County Road 607;

THENCE North 89 degrees 12 minutes 10 seconds West, along the common line of said Robinson tract, and said Lot 3, Block 1, a distance of 2,585.01 feet to a one-half inch iron rod with cap stamped "FORTWORTH SURVEYING" found for the common corner of said Robinson tract, and said Lot 3, Block 1;

THENCE South 05 degrees 36 minutes 42 seconds West, along the common line of said Robinson tract, and said Lot 3, Block 1, passing the common corner of said Lot 3, Block 1, and Lot 2, Block 1, of said SR20 Addition, and continuing a total distance of 1,565.44 feet to a one-half inch iron rod with cap stamped "FORTWORTH SURVEYING" found for the common corner of said Robinson tract, and said Lot 2, Block 1;

THENCE South 89 degrees 51 minutes 19 seconds East, along the common line of said Robinson tract, and said Lot 2, Block 1, a distance of 76.81 feet to a one-half inch iron rod found for the common corner of said Robinson tract, and said Lot 2, Block 1;

THENCE South 00 degrees 06 minutes 33 seconds West, along the common line of said Robinson tract, and said Lot 2, Block 1, a distance of 90.02 feet to a one-half inch iron rod with plastic cap stamped "BLUESTAR SURVEYING" set for the common corner of said Robinson tract, and said Lot 2, Block 1;

THENCE South 89 degrees 51 minutes 50 seconds West, along the south line of said Robinson tract, passing a one-half inch iron rod found at a distance of 4.08 feet, passing a railroad spike found for the northeast corner of a tract of land described as tract two in a deed to Dixie Partners 8, LLC, recorded in Document Number 2018-04925, Deed Records, Johnson County, Texas at a distance of 29.00 feet, passing a one-half inch iron rod found online at a distance of 31.21 feet, passing a five-eighths inch iron rod with cap stamped "2KC" found for the common corner of said tract two, and tract one of said Dixie Partners 8, LLC tract at a distance of 1,454.58 feet, and continuing a total distance of 2,636.77 feet to a one-half inch iron rod with plastic cap stamped "BLUESTAR SURVEYING" set for the common corner of said Robinson tract, said Dixie Partners 8, LLC tract one, and a tract of land described in a deed to Alvarado ISD, recorded in Volume 2691, Page 258, Deed Records, Johnson County, Texas;

THENCE North 00 degrees 34 minutes 44 seconds East, along the common line of said Robinson tract, and said Alvarado ISD tract, a distance of 1,629.93 feet to a two inch iron pipe found for the

common corner of said Robinson tract, Alvarado tract, and a tract of land described in a deed to Robert Lee Franklin, recorded in Volume 1085, Page 578, Deed Records, Tarrant County, Texas;

THENCE North 00 degrees 19 minutes 20 seconds East, along the common line of said Robinson tract, and said Franklin tract, a distance of 2,169.58 feet to a one-half inch iron rod found for the common corner of said Robinson tract, and said Franklin tract;

THENCE North 12 degrees 02 minutes 50 seconds West, along the common line of said Robinson tract, and said Franklin tract, a distance of 761.63 feet to an 80d nail with washer stamped "BLUESTAR SURVEYING" set for the common corner of said Robinson tract, and said Franklin tract, said point being in the centerline of County Road 508, more or less;

THENCE North 60 degrees 07 minutes 21 seconds East, along the north line of said Robinson tract, and along the centerline of said County Road 508, more or less, a distance of 1,221.36 feet to a one-half inch iron rod with plastic cap stamped "BLUESTAR SURVEYING" set for the common corner of said Robinson tract, and a tract of land described in a deed to Simla Investments, LLC, recorded in Document Number 2018-05552, Deed Records, Johnson County, Texas;

THENCE South 29 degrees 22 minutes 14 seconds East, along the common line of said Robinson tract, and said Simla Investments, LLC tract, passing a one-half inch iron rod found online at a distance of 23.38 feet, passing a one-half inch iron rod with cap stamped "FORTWORTH SURVEYING" found at the common corner of said Simla Investments, LLC tract, and a tract of land described in a deed to Nava Legacy 49, LLC, recorded in Document Number 2019-34549, Deed Records, Johnson County, Texas at a distance of 441.15 feet, and continuing a total distance of 1,730.13 feet to a 4 inch steel post found for the common corner of said Robinson tract, said Nava Legacy 49, LLC tract;

THENCE North 60 degrees 23 minutes 20 seconds East, along the common line of said Robinson tract, and said Nava Legacy 49, LLC tract, a distance of 1,883.36 feet to a one-half inch iron rod with plastic cap stamped "FORTWORTH SURVEYING" found for the common corner of said Robinson tract, said Nava Legacy 49, LLC tract, and a tract of land described in a deed to Silken Inc., recorded in Volume 2271, Page 110, Deed Records, Johnson County, Texas;

THENCE North 60 degrees 27 minutes 35 seconds East, along the common line of said Robinson tract, and said Silken Inc tract, a distance of 1,584.29 feet to a five-eighths inch iron rod found for the common corner of said Robinson tract, Block 1 Sage Meadows, an addition in the City of Alvarado, Johnson County, Texas, according to the plat thereof recorded in Volume 8, Page 541, Plat Records, Johnson County, Texas;

THENCE South 04 degrees 15 minutes 09 seconds West, along the common line of said Robinson tract, and said Block 1, a distance of 647.86 feet to a five-eighths inch iron rod found for the common corner of said Robinson tract, and said Block 1;

THENCE North 86 degrees 29 minutes 36 seconds West, along the common line of said Robinson tract, and said Block 1, a distance of 257.82 feet to a one-half inch iron rod with plastic cap stamped "BLUESTAR SURVEYING" set for the common corner of said Robinson tract, and said Block 1;

THENCE South 04 degrees 30 minutes 31 seconds West, along the common line of said Robinson tract, and said Block 1, passing the common corner of said Block 1, and a tract of land in a deed to Carolyn K. Myers, recorded in Volume 3272, Page 803, Deed Records, Johnson County, Texas,

described in Volume 2196, Page 326, Deed Records, Johnson County Texas, passing the common corner of said Myers tract, and a tract of land described in a deed to Antonino Alegria and Jeanette F. Alegria, recorded in Document Number 2012-05342, Deed Record, Johnson County, Texas, and continuing a total distance of 1,325.63 feet to a one-half inch iron rod with plastic cap stamped "BLUESTAR SURVEYING" set for the common corner of said Robinson tract, and said Alegria tract;

THENCE South 88 degrees 42 minutes 17 seconds East, along the common line of said Robinson tract, and said Alegria tract, a distance of 904.65 feet to a five-eighths inch iron rod found for the common corner of said Robinson tract, and said Alegria tract;

THENCE South 00 degrees 19 minutes 40 seconds East, along the common line of said Robinson tract, and said Alegria tract, passing a five-eighths inch iron rod found for an interior corner of said Alegria tract, said point being in the right-of-way line of said County Road 607, at a distance of 26.31 feet, and continuing along the east line of said Robinson tract, and along the west right-of-way line of said County Road 607, a total distance of 1,765.89 feet to the **POINT OF BEGINNING** and containing 18,676,563 square feet or 428.755 acres of land more or less.

NEIGHBORHOOD IMPROVEMENT AREA NO. 1

PAGE 1 OF 1

LEGEND

POC POINT OF COMMENCING
POB POINT OF BEGINNING
IRF IRON ROD FOUND
CM CONTROL MONUMENT
S.F. SQUARE FEET

N

1" = 400'

DAVID MITCHELL SURVEY
ABSTRACT NO. 586
JAMES B. CONGER SURVEY
ABSTRACT NO. 150

P.O.B.

C.R. 508
1,221.36'

SIMLA INVESTMENTS, LLC
INST. 2018-5852
CALLED 1.519 AC.

NAVA LEGACY 49 LLC
INST. NO. 2019-34549
D.R.J.C.T.
CALLED 58.71 AC.

3,058,735 S.F.
70.219 ACRES

(PART OF 428.755 ACRES)
GRBK EDGEWOOD, LLC (50% INTEREST)
DOC. NO. 2023-26644
CENTURY LAND HOLDINGS
OF TEXAS, LLC. (50% INTEREST)
DOC. NO. 2024-2622

JAMES B. CONGER SURVEY
ABSTRACT NO. 150

GEORGE S. MCINTOSH SURVEY
ABSTRACT NO. 625

ROBERT LEE FRANKLIN
VOL. 1085, PG. 578
CALLED 135.76 AC.

N12°02'50"W 761.63'
N00°19'20"E 1,018.18'

340.00'
N89°40'40"W 711.26'
427.60'
N89°40'40"W
L8

GRBK EDGEWOOD, LLC
(REMAINDER OF 429.401 ACRES)
DOC. NO. 2021-23404

L1
485.24'
N08°31'11"E
L2
L3
L4
L5
L6
L7

LINE TABLE

NO.	BEARING	LENGTH
L1	N87°07'12"W	85.65'
L2	S00°19'20"W	92.45'
L3	N89°40'40"W	121.84'
L4	S00°19'20"W	50.00'
L5	S89°40'40"E	5.99'
L6	S00°19'20"W	120.00'
L7	S00°19'20"W	13.63'
L8	S00°19'20"W	121.00'

SCALE:
1" = 400'

DATE
01/07/2025

DRAWN
WJJ

PROJECT
PRO# BBC010

JBI
PARTNERS

2121 Midway Road
Suite 300
Carrollton, Texas 75006
972.248.7676
TBPE No. F-438
TBPLS No. 100760973

LEGAL DESCRIPTION (Phase 1)

BEING a tract of land located in the City of Alvarado, Johnson County, Texas, being a part of the James B. Conger Survey, Abstract No. 150, the George S. McIntosh Survey, Abstract No. 625, being part of that called 428.755 acre tract of land described in Special Warranty Deed to Century Land Holdings of Texas, LLC recorded as Instrument No. 2024-2622 and in Correction Deed to GRBK Edgewood, LLC (50% interest) recorded as Instrument Number 2023-26644, Official Public Records, Johnson County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at an 80d nail with washer stamped “BLUESTAR SURVEYING” found at the most westerly northwest corner of said 428.755 acre tract, said point also being the northeast corner of a called 135.76 acre tract of land described in a deed to Robert Lee Franklin, recorded in Volume 1085, Page 578, Deed Records, Tarrant County, Texas, said point being in the centerline of County Road 508, more or less;

THENCE, North 60 degrees 07 minutes 21 seconds East, along the north line of said 428.755 acre tract, and along the centerline of said County Road 508, more or less, a distance of 1,221.36 feet to a one-half inch iron rod with cap stamped “JBI” set for corner, being the common corner of said 428.755 acre tract and a tract of land described in a deed to Simla Investments, LLC, recorded in Document Number 2018-05552, Deed Records, Johnson County, Texas, from which a one-half inch iron rod found bears South 19 degrees 08 minutes 32 seconds West, a distance of 1.15 feet;

THENCE, South 29 degrees 22 minutes 14 seconds East, along the common line of said 428.755 acre tract, and said Simla Investments, LLC tract, passing a one-half inch iron rod found on line at a distance of 23.38 feet, passing a one-half inch iron rod with cap stamped “FORTWORTH SURVEYING” found at the common corner of said Simla Investments, LLC tract, and a tract of land described in a deed to Nava Legacy 49, LLC, recorded in Document Number 2019-34549, Deed Records, Johnson County, Texas at a distance of 441.15 feet, and continuing a total distance of 1,730.13 feet to a 4 inch steel post found for the common corner of said 428.755 acre tract and said Nava Legacy 49, LLC tract;

THENCE, over and across 428.755 acre tract as follows:

North 87 degrees 07 minutes 12 seconds West for a distance of 85.65 feet to a one-half inch iron rod with cap stamped “JBI” set for corner;

South 08 degrees 31 minutes 11 seconds West for a distance of 485.24 feet to a one-half inch iron rod with cap stamped “JBI” set for corner;

South 00 degrees 19 minutes 20 seconds West for a distance of 92.45 feet to a one-half inch iron rod with cap stamped “JBI” set for corner;

North 89 degrees 40 minutes 40 seconds West for a distance of 121.84 feet to a one-half inch iron rod with cap stamped “JBI” set for corner;

South 00 degrees 19 minutes 20 seconds West for a distance of 50.00 feet to a one-half inch iron rod with cap stamped “JBI” set for corner;

South 89 degrees 40 minutes 40 seconds East for a distance of 5.99 feet to a one-half inch iron rod with cap stamped “JBI” set for corner;

South 00 degrees 19 minutes 20 seconds West for a distance of 120.00 feet to a one-half inch iron rod with cap stamped “JBI” set for corner;

North 89 degrees 40 minutes 40 seconds West for a distance of 711.26 feet to a one-half inch iron rod with cap stamped “JBI” set for corner;

South 00 degrees 19 minutes 20 seconds West for a distance of 13.63 feet to a one-half inch iron rod with cap stamped “JBI” set for corner;

North 89 degrees 40 minutes 40 seconds West for a distance of 340.00 feet to a one-half inch iron rod with cap stamped “JBI” set for corner;

South 00 degrees 19 minutes 20 seconds West for a distance of 121.00 feet to a one-half inch iron rod with cap stamped “JBI” set for corner;

North 89 degrees 40 minutes 40 seconds West for a distance of 427.60 feet to a one-half inch iron rod with cap stamped “JBI” set for corner, being in the west line of said 428.755 acre tract and the east line of aforementioned 135.76 acre Franklin tract;

THENCE along the east line of said 135.76 acre tract and the west line of said 428.755 acre tract as follows:

North 00 degrees 19 minutes 20 seconds East for a distance of 1,018.18 feet to a one-half inch iron rod with cap stamped “JBI” set for corner;

North 12 degrees 02 minutes 50 seconds West a distance of 761.63 feet to the **POINT OF BEGINNING** and containing 3,058,735 square feet or 70.219 acres of land more or less.

LEGAL DESCRIPTION

LEGAL DESCRIPTION (Phase 2)

WHEREAS Century Land Holdings of Texas, LLC and GRBK Edgewood, LLC are the owners of a tract of land located in the City of Alvarado, Johnson County, Texas, being a part of the James B. Conger Survey, Abstract No. 150, the George S. McIntosh Survey, Abstract No. 625, being part of that called 428.755 acre tract of land described in Special Warranty Deed to Century Land Holdings of Texas, LLC as recorded in Instrument No. 2024-2622 and in Correction Deed to GRBK Edgewood, LLC (50% interest) as recorded in Instrument Number 2023-26644, Official Public Records, Johnson County, Texas, and being more particularly described by metes and bounds as follows:

COMMENCING at an 80d nail with washer stamped "BLUESTAR SURVEYING" found at the northwest corner of Lone Oak Phase 1, an addition to the City of Alvarado, as recorded in Instrument Number 2025-141, said point also being the northeast corner of a tract of land described in a deed to Robert Lee Franklin, recorded in Volume 1085, Page 578, Official Public Records, Johnson County, Texas, said point being in the centerline of County Road 508;

THENCE along the west line of said Lone Oak Phase 1 and the east line of said Robert Lee Franklin tract as follows:

South 12 degrees 02 minutes 50 seconds East, a distance of 761.63 feet to a one-half inch iron rod found for corner;

South 00 degrees 19 minutes 20 seconds West, a distance of 1,018.18 feet to a one-half inch iron rod with cap stamped "JBI" found for the **POINT OF BEGINNING**;

THENCE, departing the east line of said Robert Lee Franklin tract, and along the south line of Lone Oak Phase 1 as follows:

South 89 degrees 40 minutes 40 seconds East for a distance of 427.60 feet to a one-half inch iron rod with cap stamped "JBI" found for corner;

North 00 degrees 19 minutes 20 seconds East for a distance of 121.00 feet to a one-half inch iron rod with cap stamped "JBI" found for corner;

South 89 degrees 40 minutes 40 seconds East for a distance of 340.00 feet to a one-half inch iron rod with cap stamped "JBI" found for corner;

North 00 degrees 19 minutes 20 seconds East for a distance of 13.63 feet to a one-half inch iron rod with cap stamped "JBI" found for corner;

South 89 degrees 40 minutes 40 seconds East for a distance of 711.26 feet to a one-half inch iron rod with cap stamped "JBI" found for corner;

North 00 degrees 19 minutes 20 seconds East for a distance of 120.00 feet to a one-half inch iron rod with cap stamped "JBI" found for corner;

North 89 degrees 40 minutes 40 seconds West for a distance of 5.99 feet to a one-half inch iron rod with cap stamped "JBI" found for corner;

North 00 degrees 19 minutes 20 seconds East for a distance of 50.00 feet to a one-half inch iron rod with cap stamped "JBI" found for corner;

South 89 degrees 40 minutes 40 seconds East for a distance of 121.84 feet to a one-half inch iron rod with cap stamped "JBI" found for corner;

North 00 degrees 19 minutes 20 seconds East for a distance of 92.45 feet to a one-half inch iron rod with cap stamped "JBI" found for corner;

North 08 degrees 31 minutes 11 seconds East for a distance of 485.24 feet to a one-half inch iron rod with cap stamped "JBI" found for corner;

South 87 degrees 07 minutes 12 seconds East for a distance of 85.65 feet to a 4 inch steel post found for common corner of said 428.755 acre tract and that tract of land described in deed to Nava Legacy 49 LLC, as recorded in Instrument Number 2019-34549, Official Public Records, Johnson County, Texas, said point also being the southeast corner of Lone Oak Phase 1;

THENCE North 60 degrees 23 minutes 20 seconds East for a distance of 653.74 feet along the common line of said 428.755-acre tract, and said Nava Legacy 49 LLC tract, to a one-half inch iron rod with cap stamped "JBI" set for corner;

THENCE over and across said 428.755-acre tract as follows: South 08 degrees 23 minutes 34 seconds West for a distance of 688.00 feet to a one-half inch iron rod with cap stamped "JBI" set for corner, the beginning of a tangent curve to the left;

Southwesterly, 274.11 feet along said curve to the left which has a central angle of 08 degrees 04 minutes 14 seconds, having a radius of 1,946.00 feet, a tangent of 137.28 feet, and whose chord bears South 04 degrees 21 minutes 27 seconds West for a distance of 273.88 feet to a one-half inch iron rod with cap stamped "JBI" set for corner;

South 00 degrees 19 minutes 20 seconds West for a distance of 207.91 feet to a one-half inch iron rod with cap stamped "JBI" set for corner;

South 17 degrees 30 minutes 43 seconds East for a distance of 50.00 feet to a one-half inch iron rod with cap stamped "JBI" set for corner, the beginning of a non-tangent curve to the right;

Southwesterly, 12.24 feet along said curve to the right which has a central angle of 01 degrees 20 minutes 09 seconds, having a radius of 525.00 feet, a tangent of 6.12 feet, and whose chord bears South 73 degrees 09 minutes 21 seconds West for a distance of 12.24 feet to a one-half inch iron rod with cap stamped "JBI" set for corner;

South 09 degrees 39 minutes 45 seconds West for a distance of 668.15 feet to a one-half inch iron rod with cap stamped "JBI" set for corner;

South 04 degrees 34 minutes 35 seconds West for a distance of 85.11 feet to a one-half inch iron rod with cap stamped "JBI" set for corner;

South 00 degrees 30 minutes 36 seconds East for a distance of 218.36 feet to a one-half inch iron rod with cap stamped "JBI" set for corner;

South 89 degrees 17 minutes 21 seconds West for a distance of 120.00 feet to a one-half inch iron rod with cap stamped "JBI" set for corner;

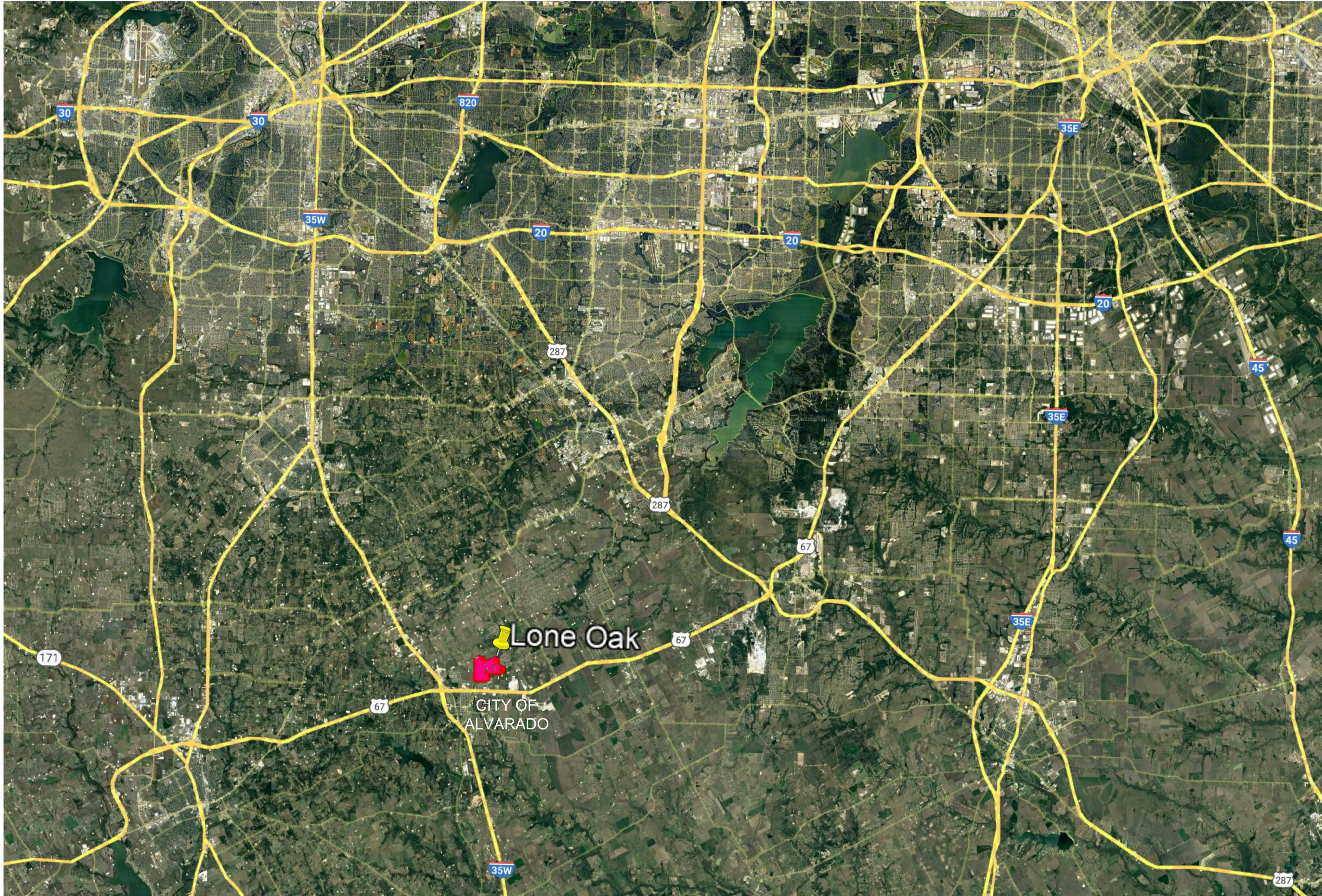
South 00 degrees 30 minutes 36 seconds East for a distance of 40.04 feet to a one-half inch iron rod with cap stamped "JBI" set for corner;

South 88 degrees 58 minutes 27 seconds West for a distance of 1,973.32 feet to a one-half inch iron rod with cap stamped "JBI" set for corner in the west line of said 428.755-acre tract, and the east line of said Robert Lee Franklin tract;

THENCE along the west line of said 428.755-acre tract and the east line of said Robert Lee Franklin tract, North 00 degrees 19 minutes 20 seconds East for a distance of 1,064.88 feet to the **POINT OF BEGINNING** and containing 2,998,564 square feet or 68.838 acres of land more or less.

DRAFT

APPENDIX D
DIAGRAMS OF THE AUTHORIZED IMPROVEMENTS



REGIONAL LOCATION OF DISTRICT

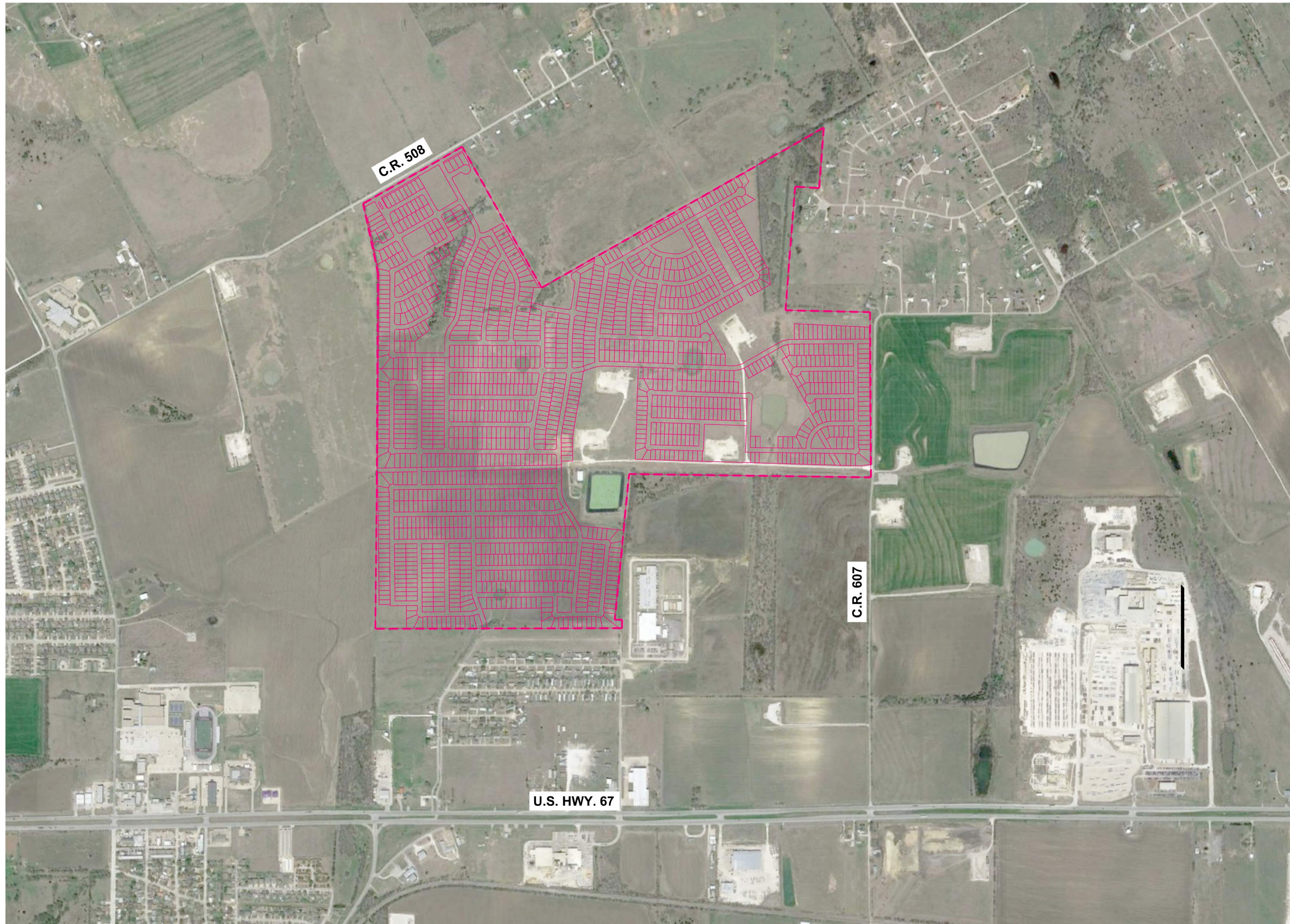
LONE OAK DEVELOPMENT

0 2500 5000 10000
1"=10000'



PUBLIC IMPROVEMENT DISTRICT
Alvarado, Texas
February 4, 2025

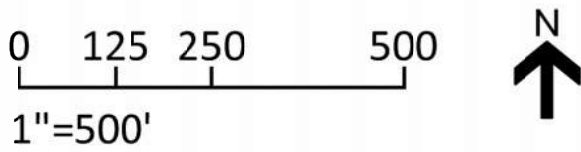
JB
I
PARTNERS



LEGEND

— LONE OAK BOUNDARY

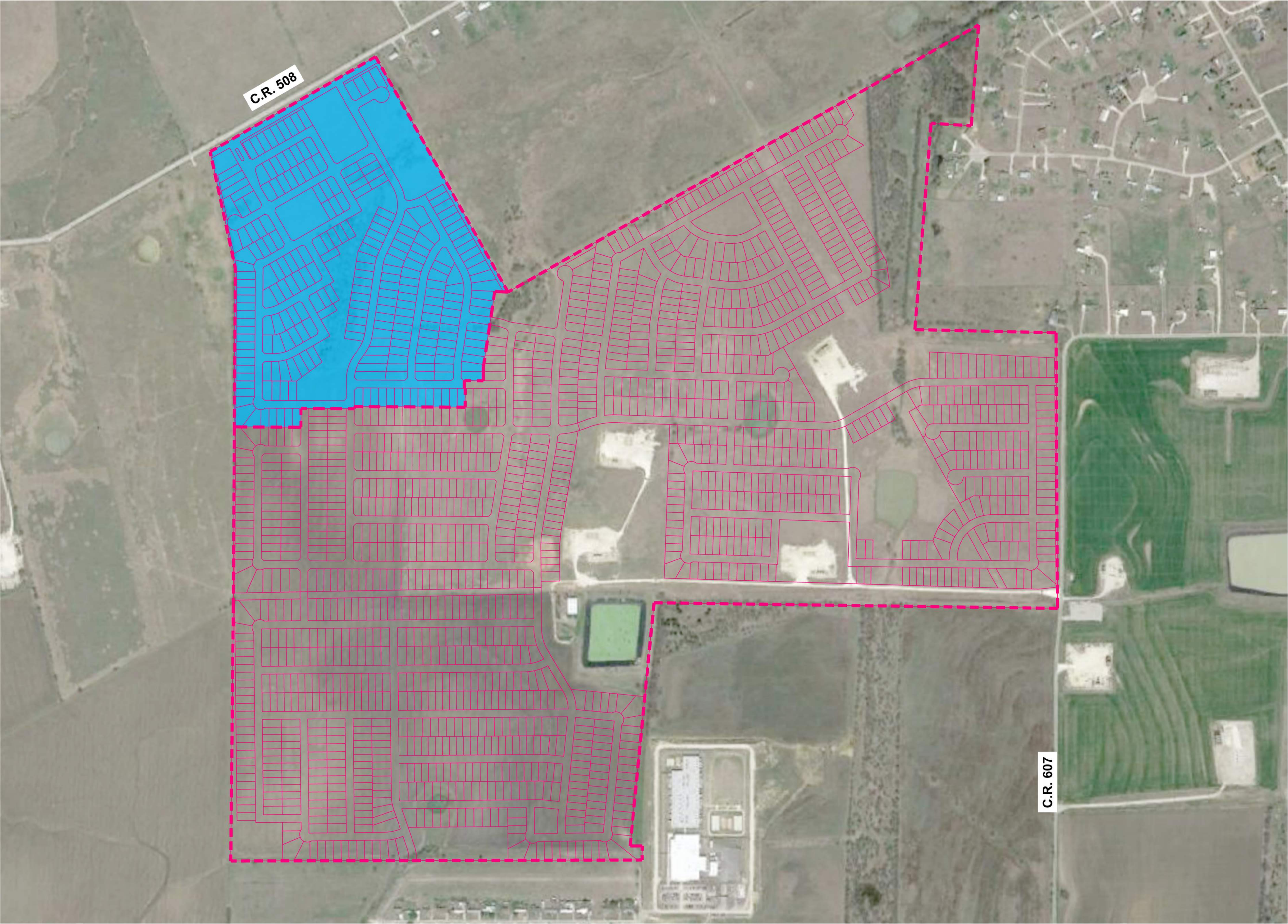
PROJECT LOCATION MAP



LONE OAK DEVELOPMENT

PUBLIC IMPROVEMENT DISTRICT
Alvarado, TEXAS
February 4, 2025



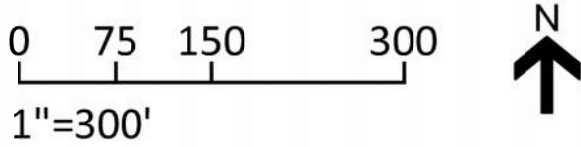


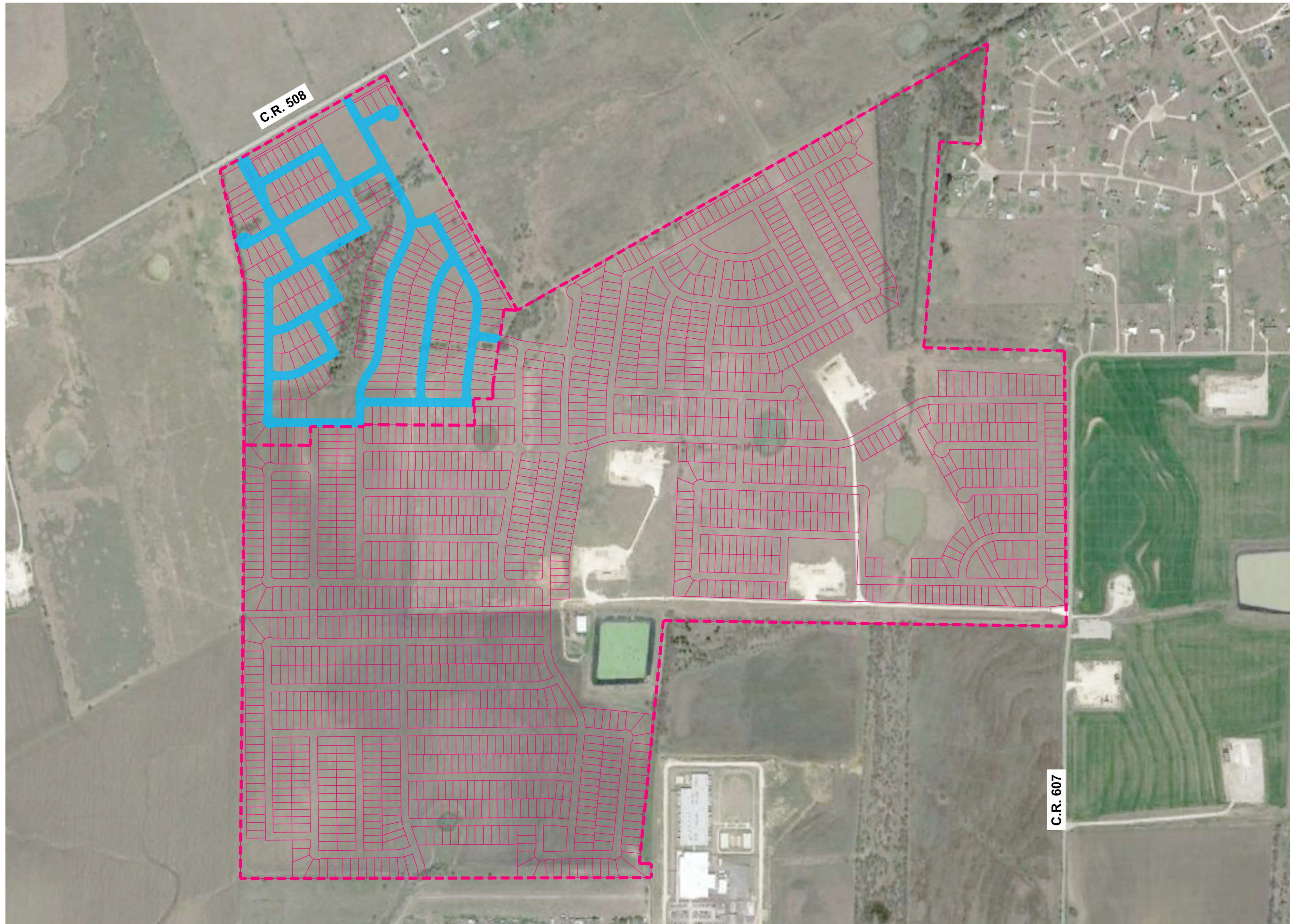
LEGEND

- LONE OAK BOUNDARY
- IMPROVEMENT AREA #1

IMPROVEMENT AREA #1

LONE OAK DEVELOPMENT



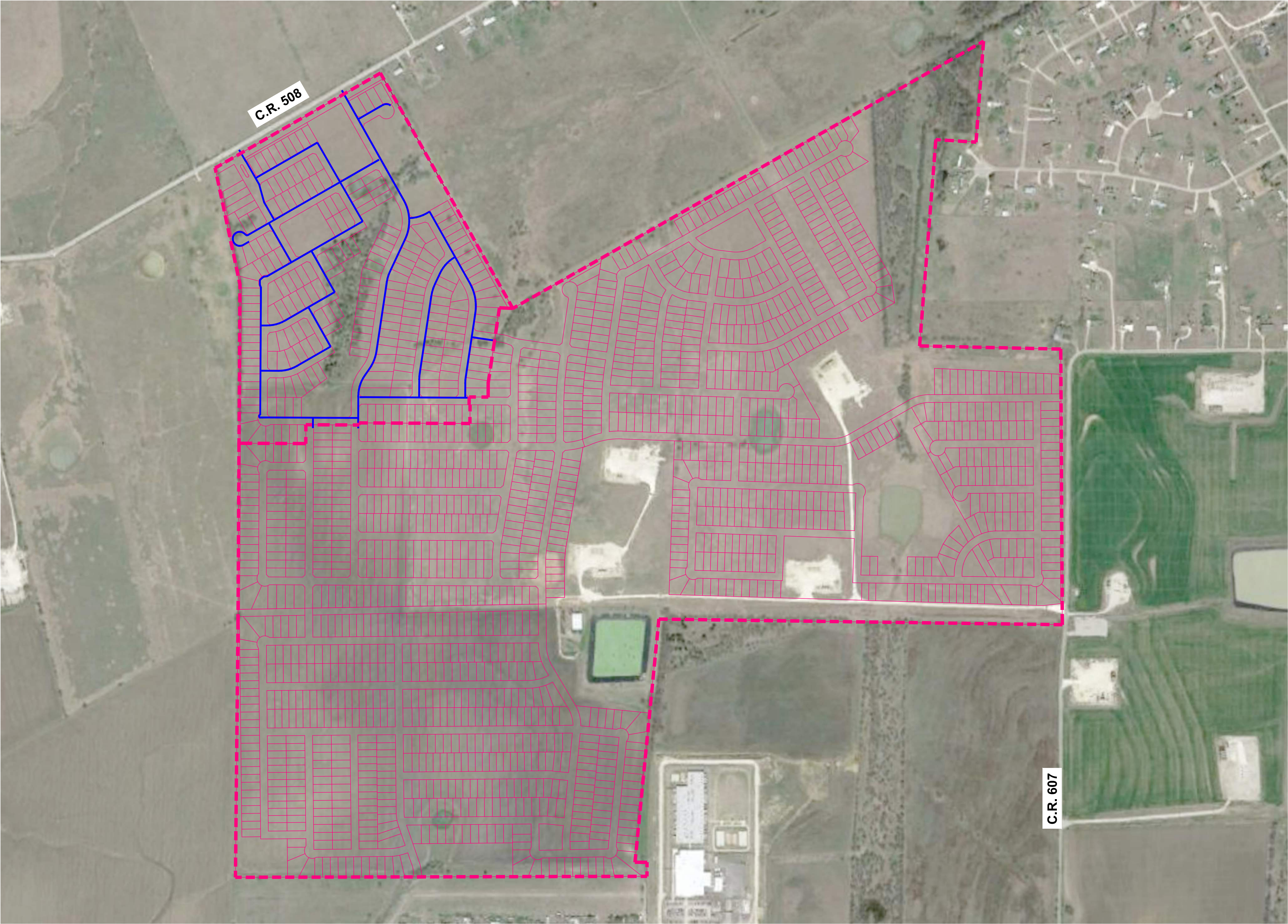


LEGEND

- LONE OAK BOUNDARY
- ROADWAY IMPROVEMENTS

IMPROVEMENT AREA NO. 1 IMPROVEMENTS - ROADWAY

LONE OAK DEVELOPMENT

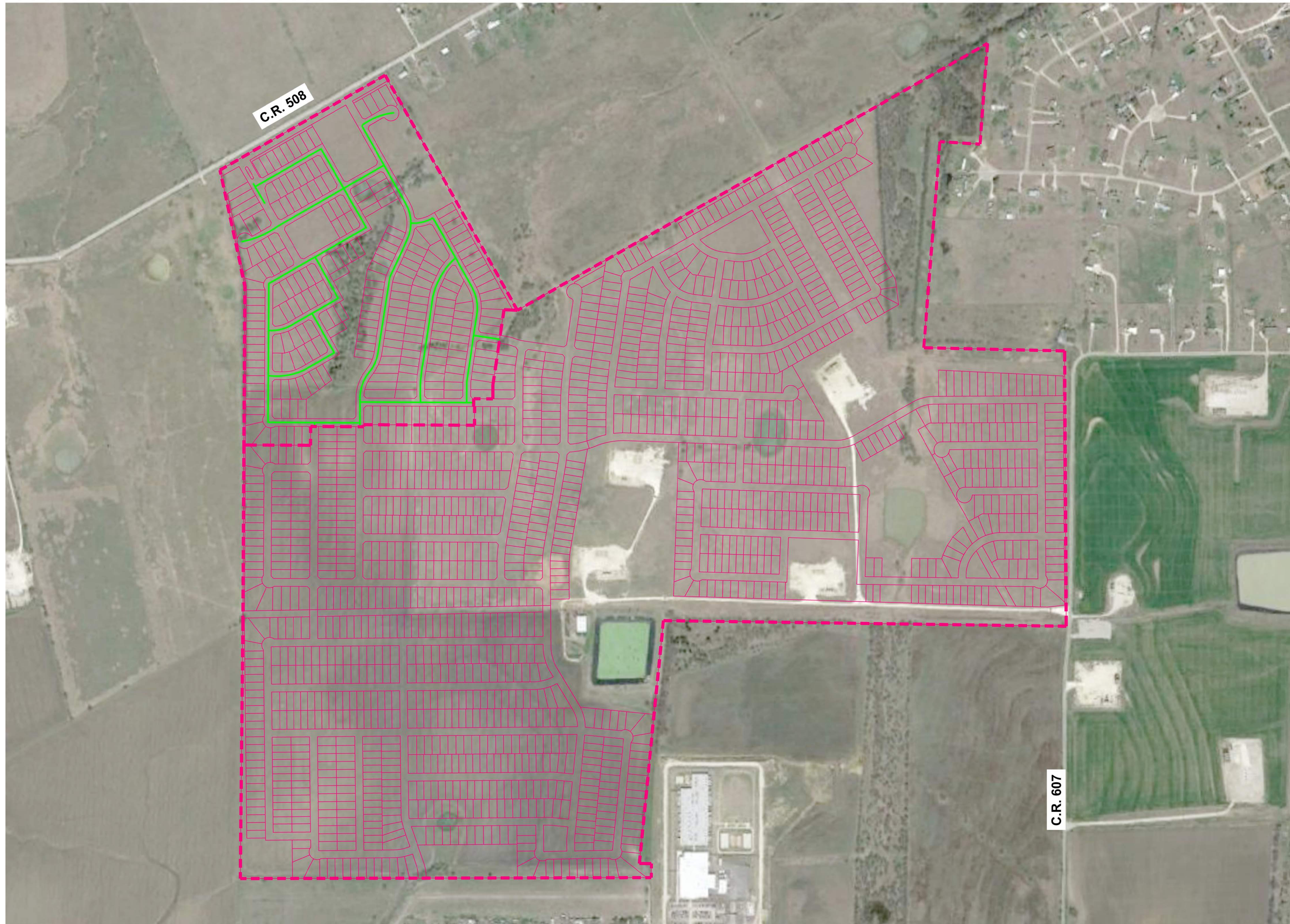


LEGEND

- LONE OAK BOUNDARY
- WATER IMPROVEMENTS

IMPROVEMENT AREA NO. 1 IMPROVEMENTS - WATER

LONE OAK DEVELOPMENT



LEGEND

---	LONE OAK BOUNDARY
---	SEWER IMPROVEMENTS

IMPROVEMENT AREA NO. 1 IMPROVEMENTS - SEWER

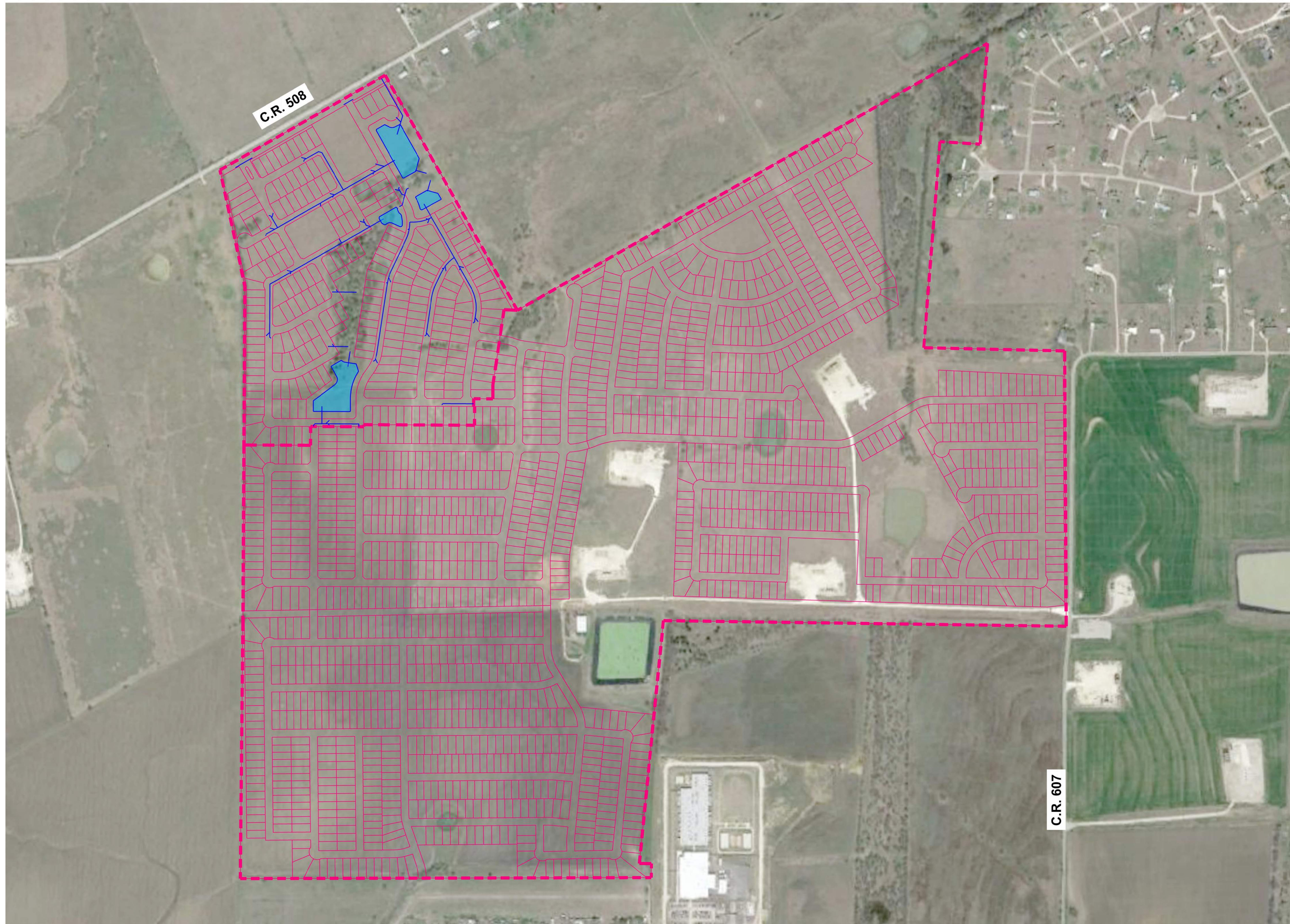
LONE OAK DEVELOPMENT

0 150 300
1"=300'

N
↑

PUBLIC IMPROVEMENT DISTRICT
Alvarado, TEXAS
February 4, 2025

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I
PARTNERS



LEGEND

- LONE OAK BOUNDARY
- STORM IMPROVEMENTS
- DRAINAGE / RETENTION POND IMPROVEMENTS

IMPROVEMENT AREA NO. 1 IMPROVEMENTS - DRAINAGE

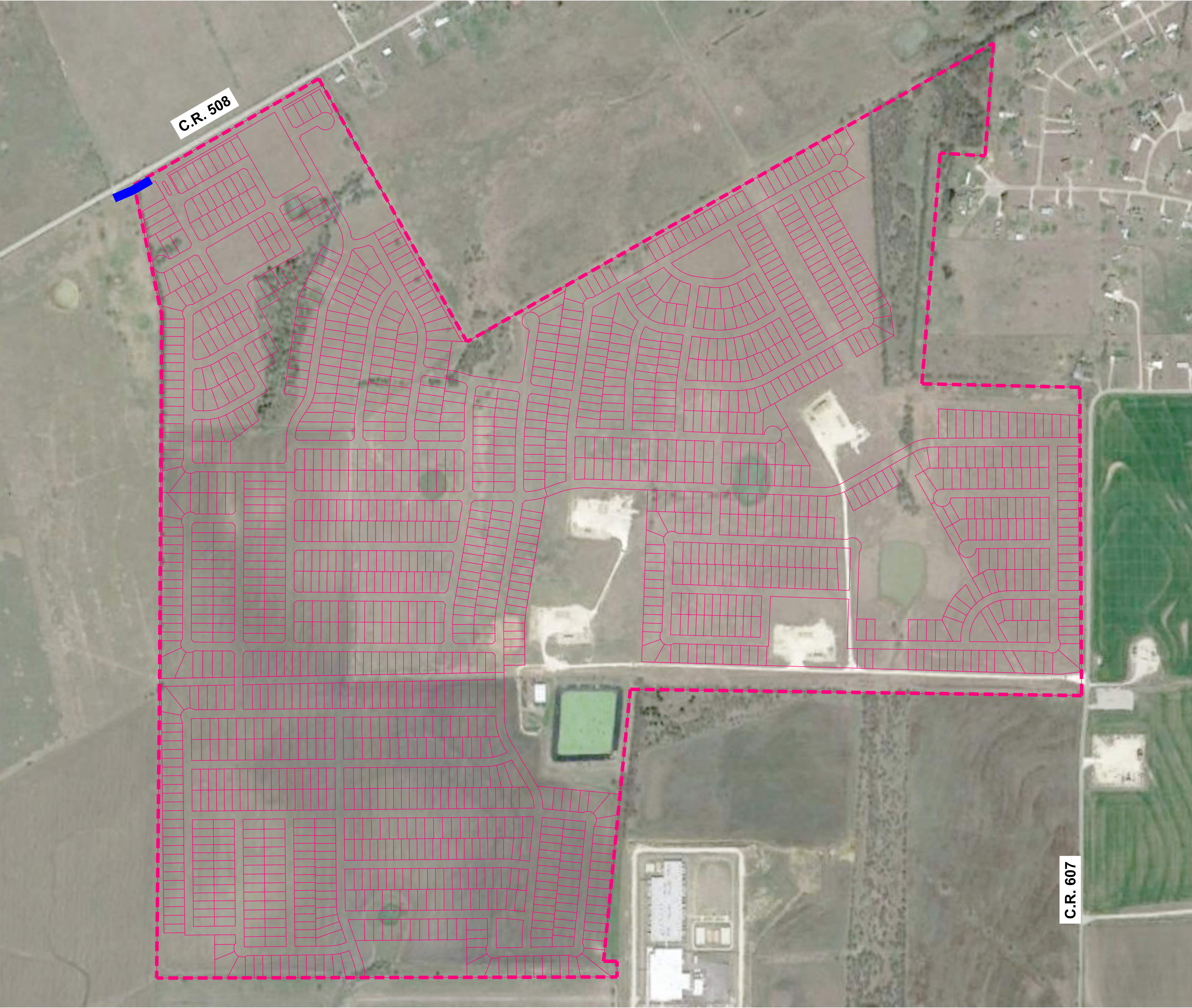
LONE OAK DEVELOPMENT

0 150 300
1"=300'



PUBLIC IMPROVEMENT DISTRICT
Alvarado, TEXAS
February 4, 2025

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PARTNERS

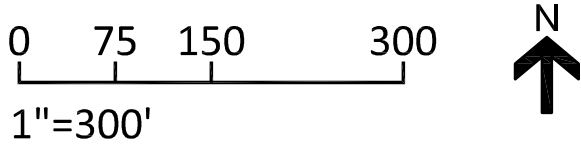


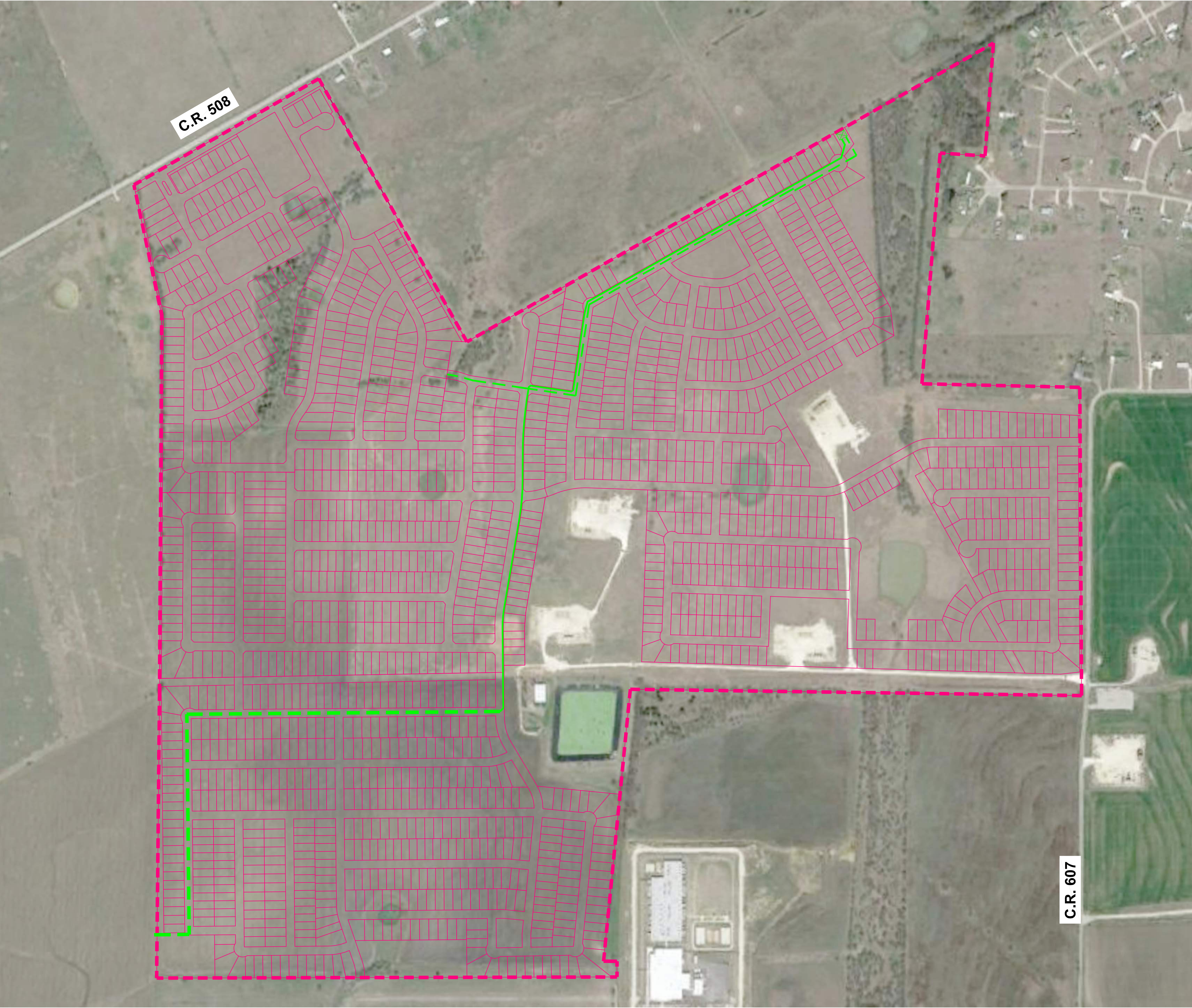
LEGEND

- LONE OAK BOUNDARY
- PROPOSED COUNTY ROAD 508 (RIGHT TURN LANE)

MAJOR INFRASTRUCTURE IMPROVEMENTS - ROADWAY

LONE OAK DEVELOPMENT





LEGEND

LONE OAK BOUNDARY

 SEWER GRAVITY MAIN IMPROVEMENT

NEIGHBORHOOD IMPROVEMENT AREA NO. 1

PAGE 1 OF 1

LEGEND

POC POINT OF COMMENCING
POB POINT OF BEGINNING
IRF IRON ROD FOUND
CM CONTROL MONUMENT
S.F. SQUARE FEET

N

1" = 400'

DAVID MITCHELL SURVEY
ABSTRACT NO. 586
JAMES B. CONGER SURVEY
ABSTRACT NO. 150

P.O.B.

C.R. 508
1,221.36'

SIMLA INVESTMENTS, LLC
INST. 2018-5852
CALLED 1.519 AC.

NAVA LEGACY 49 LLC
INST. NO. 2019-34549
D.R.J.C.T.
CALLED 58.71 AC.

3,058,735 S.F.
70.219 ACRES

GRBK EDGEWOOD, LLC
(PART OF 429.401 ACRES)
DOC. NO. 2021-23404

JAMES B. CONGER SURVEY
ABSTRACT NO. 150

GEORGE S. MCINTOSH SURVEY
ABSTRACT NO. 625

ROBERT LEE FRANKLIN
VOL. 1085, PG. 578
CALLED 135.76 AC.

N12°02'50"W 761.63'
N00°19'20"E 1,018.18'

N89°40'40"W 427.60'

340.00'
N89°40'40"W 711.26'
N89°40'40"W

GRBK EDGEWOOD, LLC
(REMAINDER OF 429.401 ACRES)
DOC. NO. 2021-23404

L1
485.24'
N08°31'11"E
L2
L3
L4
L5
L6
L7
L8

LINE TABLE

NO.	BEARING	LENGTH
L1	N87°07'12"W	85.65'
L2	S00°19'20"W	92.45'
L3	N89°40'40"W	121.84'
L4	S00°19'20"W	50.00'
L5	S89°40'40"E	5.99'
L6	S00°19'20"W	120.00'
L7	S00°19'20"W	13.63'
L8	S00°19'20"W	121.00'

SCALE:
1" = 400'

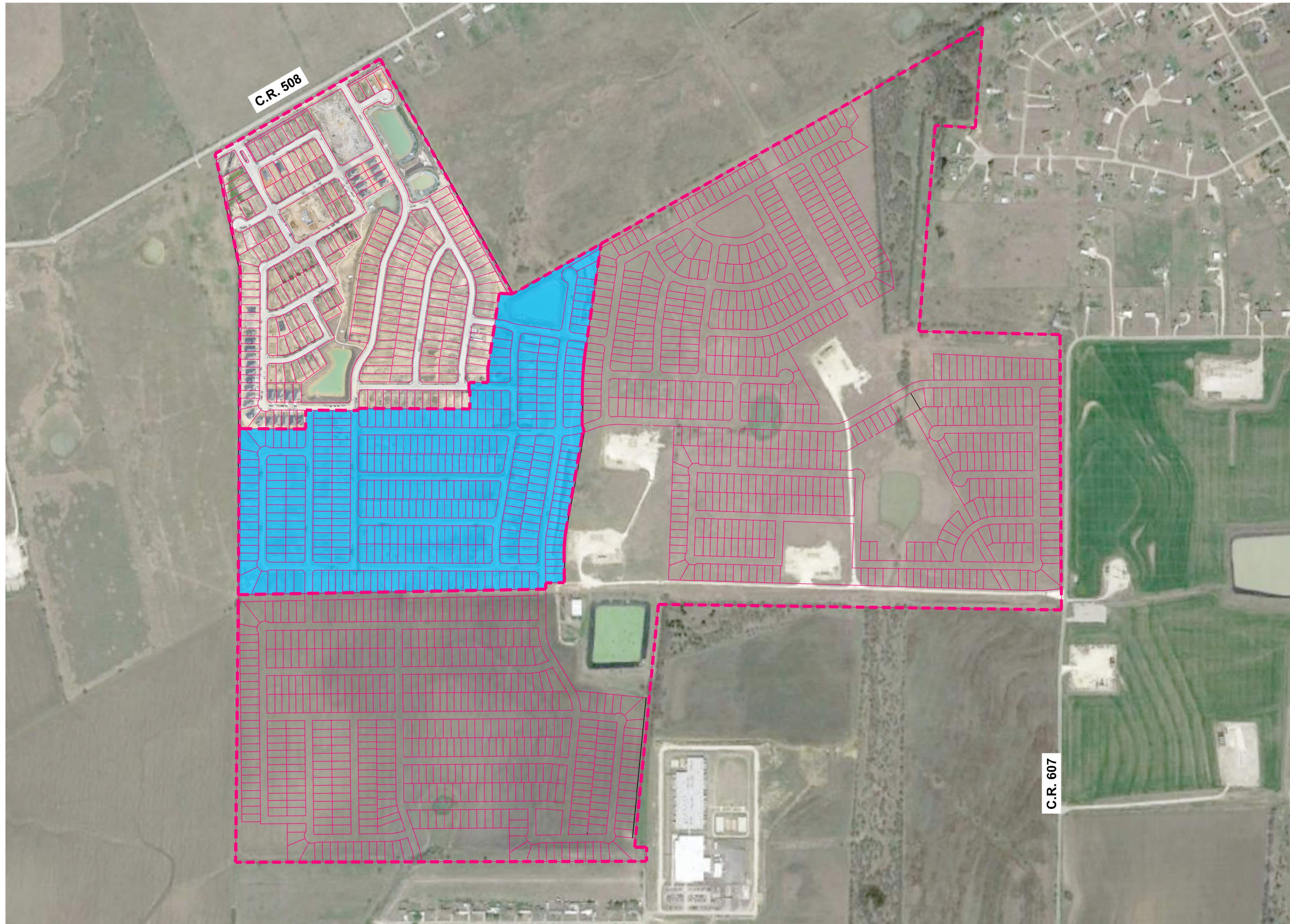
DATE
12/16/2024

DRAWN
WJJ

PROJECT
PRO# BBC010

JBI
PARTNERS

2121 Midway Road
Suite 300
Carrollton, Texas 75006
972.248.7676
TBPE No. F-438
TBPLS No. 100760929

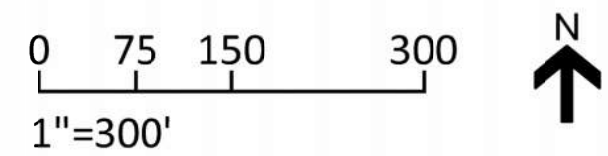


LEGEND

---	LONE OAK BOUNDARY
 	IMPROVEMENT AREA #2

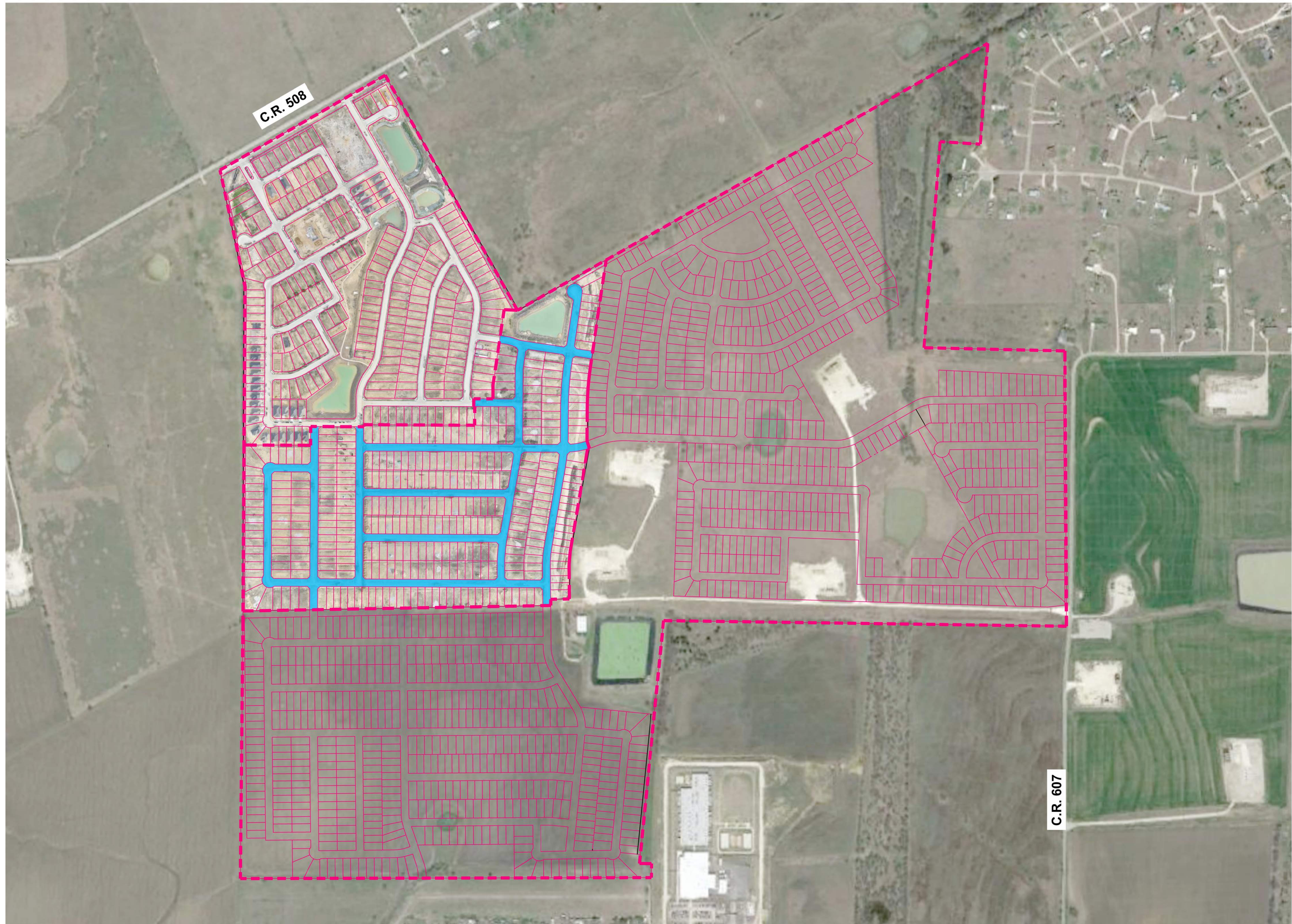
IMPROVEMENT AREA #2

LONE OAK DEVELOPMENT



PUBLIC IMPROVEMENT DISTRICT
Alvarado, TEXAS
March 04, 2026



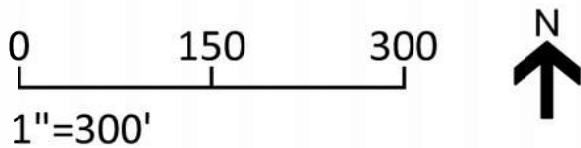


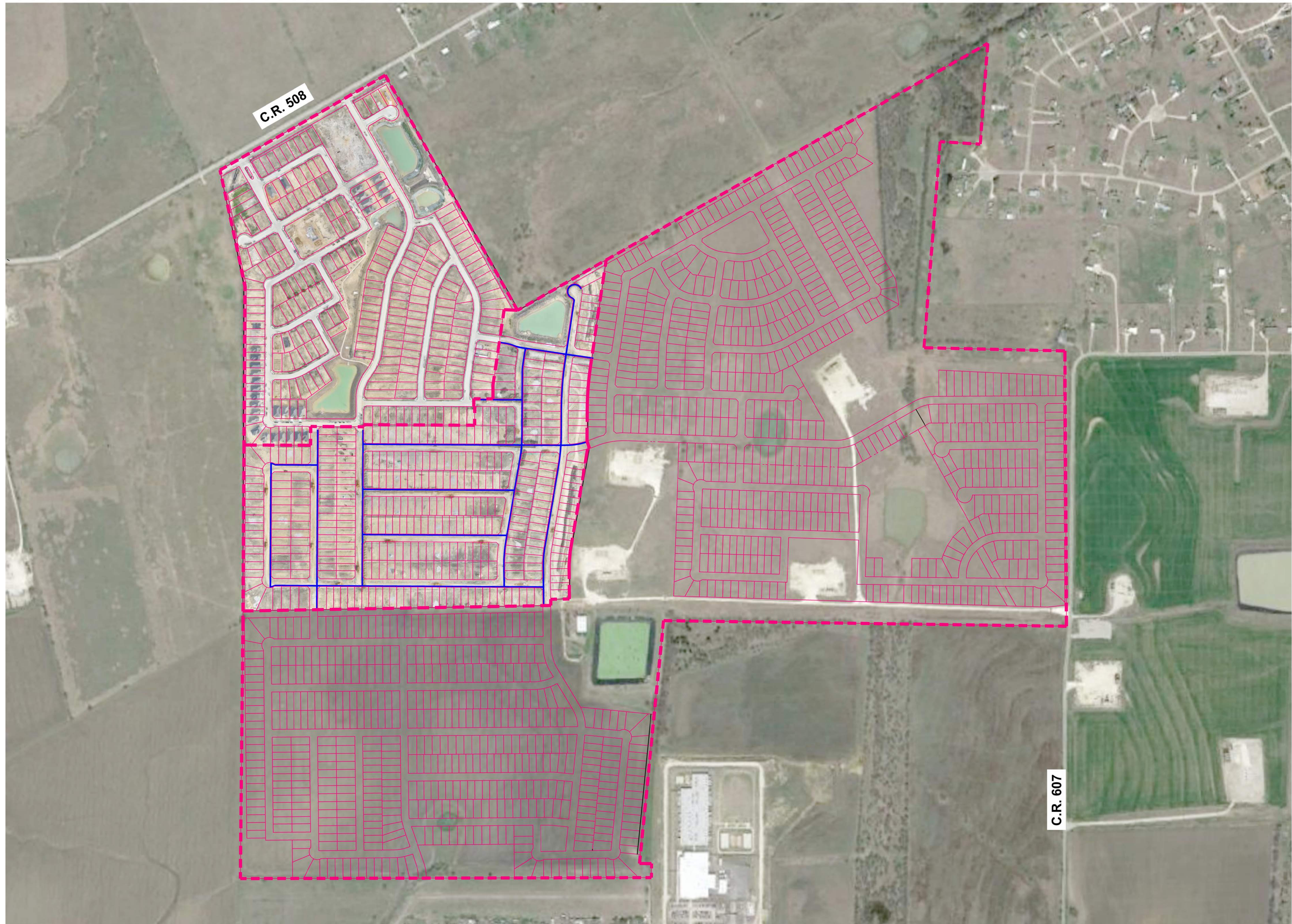
LEGEND

- LONE OAK BOUNDARY
- ROADWAY IMPROVEMENTS

IMPROVEMENT AREA NO. 2 IMPROVEMENTS - ROADWAY

LONE OAK DEVELOPMENT



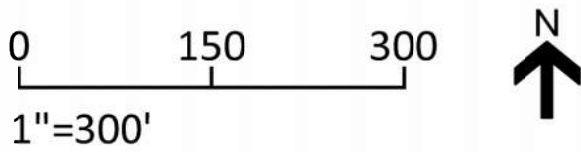


LEGEND

- LONE OAK BOUNDARY
- WATER IMPROVEMENTS

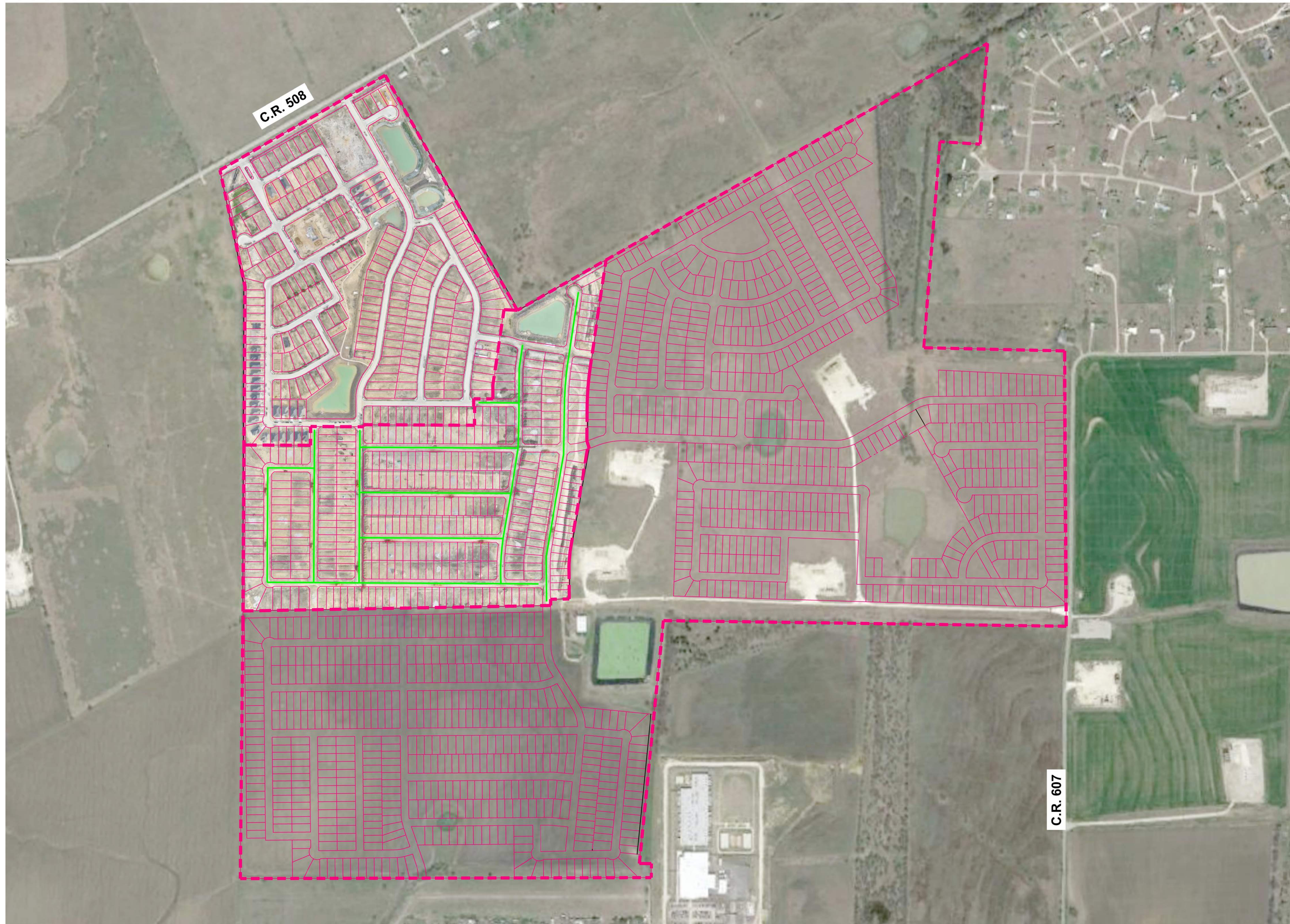
IMPROVEMENT AREA NO. 2 IMPROVEMENTS - WATER

LONE OAK DEVELOPMENT



PUBLIC IMPROVEMENT DISTRICT
Alvarado, TEXAS
March 04, 2026





LEGEND

- LONE OAK BOUNDARY
- SEWER IMPROVEMENTS

IMPROVEMENT AREA NO. 2 IMPROVEMENTS - SEWER

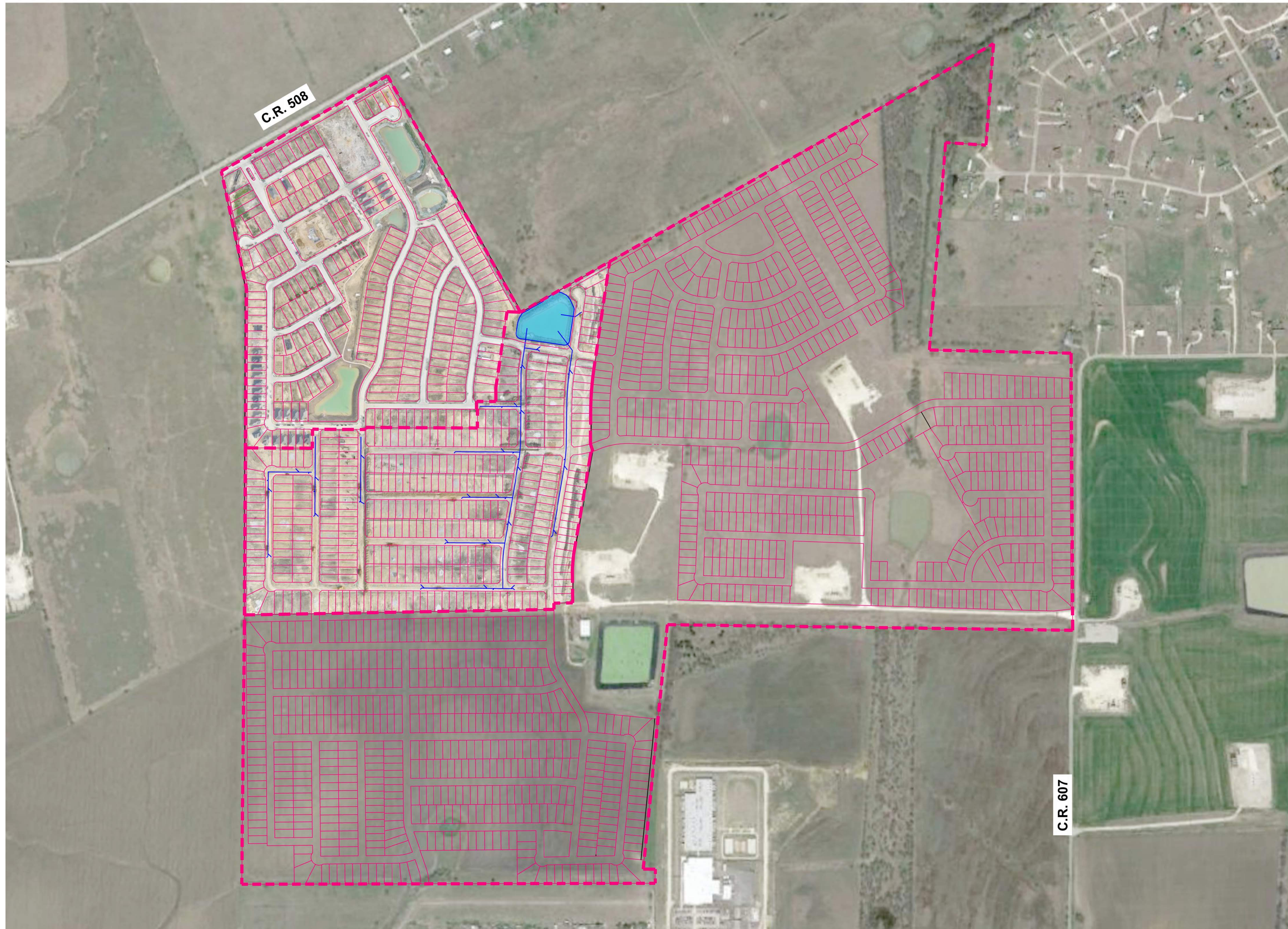
LONE OAK DEVELOPMENT

0 150 300
1"=300'



PUBLIC IMPROVEMENT DISTRICT
Alvarado, TEXAS
March 04, 2026





LEGEND	
---	LONE OAK BOUNDARY
---	STORM IMPROVEMENTS
	DRAINAGE / RETENTION POND IMPROVEMENTS

IMPROVEMENT AREA NO. 2 IMPROVEMENTS - DRAINAGE

LONE OAK DEVELOPMENT

0 150 300
1"=300'



PUBLIC IMPROVEMENT DISTRICT
Alvarado, TEXAS
March 04, 2026

JB
I
PARTNERS

APPENDIX E
PID ASSESSMENT NOTICE

AFTER RECORDING RETURN TO:

_____]¹

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

STREET ADDRESS

LOT TYPE _____ PRINCIPAL ASSESSMENT: \$ _____

As the purchaser of the real property described above, you are obligated to pay assessments to the City of Alvarado, Texas (the “City”), for the costs of a portion of a public improvement or services project (the “Authorized Improvements”) undertaken for the benefit of the property within ***Lone Oak Public Improvement District*** (the “District”) created under Subchapter A, Chapter 372, Local Government Code.

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

The exact amount of the assessment may be obtained from the City. The exact amount of each annual installment will be approved each year by the City Council in the annual service plan update for the District. More information about the assessments, including the amounts and due dates, may be obtained from the City.

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

¹ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Johnson County.

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

DATE:

DATE:

SIGNATURE OF
PURCHASER

SIGNATURE OF
PURCHASER

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

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER]²

² To be included in copy of the notice required by Section 5.014, Tex. Prop. Code, to be executed by seller in accordance with Section 5.014(a-1), Tex. Prop. Code.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above. The undersigned purchaser acknowledged the receipt of this notice including the current information required by Section 5.0143, Texas Property Code, as amended.

DATE:

DATE:

SIGNATURE OF
PURCHASER

SIGNATURE OF
PURCHASER

STATE OF TEXAS §
 §
COUNTY OF JOHNSON §

The foregoing instrument was acknowledged before me by _____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument and acknowledged to me that he or she executed the same for the purposes therein expressed.

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

Notary Public, State of Texas]³

³ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Johnson County.

The undersigned seller acknowledges providing a separate copy of the notice required by Section 5.014 of the Texas Property Code including the current information required by Section 5.0143, Texas Property Code, as amended, at the closing of the purchase of the real property at the address above.

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER

STATE OF TEXAS

§

§

COUNTY OF JOHNSON

§

The foregoing instrument was acknowledged before me by _____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument and acknowledged to me that he or she executed the same for the purposes therein expressed.

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

Notary Public, State of Texas]⁴

⁴ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Johnson County.

APPENDIX F
ASSESSMENT PER UNIT, PROJECTED LEVERAGE AND PROJECTED TAX RATE
EQUIVALENTS

Appendix F

For purposes of calculating and allocating the Assessments, the Assessed Property has been classified in two Lot Types.

“**Lot Type 1**” means lots identified as such on the Assessment Roll, being lots typically with a Lot width of approximately 50 feet.

“**Lot Type 2**” means lots identified as such on the Assessment Roll, being lots typically with a Lot width of approximately 45 feet.

A) Proposed Development

Table F-1 shows the proposed residential units to be developed within the PID.

Table F-1
Proposed Development within the PID

Description	Proposed Development	
Lot Type 1 (50 Ft)	964	Units
Lot Type 2 (45 Ft)	693	Units
Total	1,657	Units

Table F-2 shows the proposed residential units within Improvement Area #1.

Table F-2
Proposed Development – Improvement Area #1

Description	Proposed Development	
Lot Type 1 (50 Ft)	253	Units
Total	253	Units

Table F-3 shows the proposed residential units within Improvement Area #2.

Table F-3
Proposed Development – Improvement Area #2

Description	Proposed Development	
Lot Type 1 (50 Ft)	181	Units
Lot Type 2 (45 Ft)	182	Units
Total	363	Units

Table F-4 shows the proposed residential Lots within the Future Improvement Area

Table F-4
Proposed Development – Future Improvement Area

Description	Proposed Development	
Lot Type 1 (50 Ft)	530	Units
Lot Type 2 (45 Ft)	511	Units
Total	1,041	Units

B) Calculation of Equivalent Units

As explained under Section V.D, for purpose of this Service and Assessment Plan, the City Council has determined that the Actual Costs of the Improvement Area #1 Projects and Improvement Area #2 Projects be financed with the Improvement Area #1 Bonds and Improvement Area #2 Bonds, respectively, were allocated to the applicable Improvement Area #1 Assessed Property or Improvement Area #2 Assessed Property by spreading the entire Assessment across the Parcels based on the estimated Equivalent Units.

For purposes of this Service and Assessment Plan, the City Council has determined that the Assessments were allocated to the Assessed Property on the basis of the average home value of each Lot Type, and that such method of allocation will result in the imposition of equal shares of the Assessments on Parcels similarly benefited. In determining the average home value of each Lot Type, the City Council has taken into consideration (i) the type of lots (i.e., 50 Ft, 45 Ft, etc.); (ii) current and projected home prices; (iii) the costs of the Authorized Improvements, and (iv) the ability of different property types to utilize and benefit from the Authorized Improvements.

Having taken into consideration the matters described above, the City Council has determined that allocating the Assessments among Parcels based on average home value is best accomplished by creating classifications of benefited Parcels based on the “Lot Types” defined above. These classifications from Lot Type 1 (50 Ft Lots) representing the highest value to Lot Type 2 (45 Ft Lot) representing the lowest value for residential lots are set forth in Table F-5. Assessments are allocated to each Lot Type on the basis of the average home value for each class of lots. This is accomplished by giving each Lot Type an Equivalent Unit factor. Equivalent Units are the ratio of the average value of lots within each assessment class, setting the Equivalent Unit factor for Lot Type 1 (50 Ft Lots) to 1.0.

Table F-5
Equivalent Unit Factors

Lot Type	Estimated Average Unit Value	Equivalent Unit Factor
Lot Type 1 (50 Ft)	\$315,000	1.00 per dwelling unit
Lot Type 2 (45 Ft)	\$305,000	0.97 per dwelling unit

The total estimated Equivalent Units for Improvement Area #1 are shown in Table F-6 as calculated based on the Equivalent Unit factors shown in Table F-5, estimated Lot Types, and number of units estimated to be built within Improvement Area #1.

Table F-6
Estimated Equivalent Units - Improvement Area #1

Lot Type	Planned No. of units	Equivalent Unit Factor	Total Equivalent Units
Lot Type 1 (50 Ft)	253	1.00	253.00
Total	253		253.00

The total estimated Equivalent Units for Improvement Area #2 are shown in Table F-7 as calculated based on the Equivalent Unit factors shown in Table F-5, estimated Lot Types, and number of units estimated to be built within Improvement Area #2.

Table F-7
Estimated Equivalent Units - Improvement Area #2

Lot Type	Planned No. of units	Equivalent Unit Factor	Total Equivalent Units
Lot Type 1 (50 Ft)	181	1.00	181.00
Lot Type 2 (45 Ft)	182	0.97	176.54
Total	363		357.54

The total estimated Equivalent Units for the Future Improvement Area is shown in Table F-8 as calculated based on the Equivalent Unit factors shown in Table F-5, estimated Lot Types and number of units estimated to be built within the Future Improvement Area.

Table F-8
Estimated Equivalent Units – Future Improvement Area

Lot Type	Planned No. of units	Equivalent Unit Factor	Total Equivalent Units
Lot Type 1 (50 Ft)	530	1.00	530.00
Lot Type 2 (45 Ft)	511	0.97	495.67
Total	1,041		1,025.67

C) Allocation of Assessments to Lots within Improvement Area #1

As shown in Section IV of this Service and Assessment Plan, the total amount of the Improvement Area #1 Bonds which represents the total Assessment to be allocated on all Parcels within

Improvement Area #1, is \$5,601,000. As shown in Table F-6, there are a total of 253.00 estimated Equivalent Units in Improvement Area #1, resulting in an Assessment per Equivalent Unit of \$22,138.34.

The Assessment per dwelling unit or acre is calculated as the product of (i) \$22,138.34 multiplied by (ii) the applicable Equivalent Unit value for each Lot Type. For example, the Assessment for a Lot Type 1 (50 Ft Lot) dwelling unit is \$22,138.34 (i.e. \$22,138.34 $\times$ 1.00). Table F-9 sets forth the Assessment per dwelling unit for each Lot Type in Improvement Area #1.

Table F-9
Assessment Per Unit – Improvement Area #1

Description	Planned No. of Units	Assessment		Assessment per Unit		Total Assessments
		per Equivalent Unit	Equivalent Unit Factor			
Lot Type 1 (50 Ft)	253	\$22,138.34	1.00	\$22,138.34	per dwelling unit	\$5,601,000.00
Total	253					\$5,601,000.00

The projected leverage calculated based on the estimated finished lot values and home values for each Lot is shown in Table F-10.

Table F-10
Projected Leverage – Improvement Area #1

Description	No. of Units	Estimated		Projected Home Value Per Unit	Assessment Per Unit	Leverage (Lot Value)	Leverage (Home Value)
		Finished Lot Value Per Unit	Finished Lot Value Per Unit				
Lot Type 1 (50 Ft)	253	\$74,000	\$74,000	\$315,000	\$22,138.34	3.34	14.23

The projected tax rate equivalent per unit calculated based on the estimated finished lot values and home values for each Lot is shown in Table F-11.

Table F-11
Estimated Tax Rate Equivalent Per Unit – Improvement Area #1

Description	No. of Units	Estimated		Projected Home Value Per Unit	Projected Average Annual Installment Per Unit	Tax Rate Equivalent (Per \$100 Lot Value)	Tax Rate Equivalent (Per \$100 Home Value)
		Finished Lot Value Per Unit	Finished Lot Value Per Unit				
Lot Type 1 (50 Ft)	253	\$74,000	\$74,000	\$315,000	\$1,937	\$2.62	\$0.61

The Assessment and Annual Installments for each Parcel or Lot located within Improvement Area #1 is shown on the Improvement Area #1 Assessment Roll, attached as Appendix G, and no

Assessment shall be changed except as authorized by this Service and Assessment Plan and the PID Act.

D) Allocation of Assessments to Lots within Improvement Area #2

As shown in Section IV of this Service and Assessment Plan, the total amount of the Improvement Area #2 Bonds, which represents the total Assessment to be allocated on all Parcels within Improvement Area #2, is \$8,327,000. As shown in Table F-7, there are a total of 357.54 estimated Equivalent Units in Improvement Area #2, resulting in an Assessment per Equivalent Unit of \$23,289.70.

The Assessment per dwelling unit or acre is calculated as the product of (i) \$23,289.70 multiplied by (ii) the applicable Equivalent Unit value for each Lot Type. For example, the Assessment for a Lot Type 1 (50 Ft Lot) dwelling unit is \$23,289.70 (i.e. $\$23,289.70 \times 1.00$). The Assessment for a Lot Type 2 (45 Ft Lot) dwelling unit is \$22,591.01 (i.e. $\$23,289.70 \times 0.97$). Table F-12 sets forth the Assessment per dwelling unit for each Lot Type in Improvement Area #2.

Table F-12
Assessment Per Unit – Improvement Area #2

Description	Planned No. of Units	Assessment per Equivalent Unit	Equivalent Unit Factor	Assessment per Unit	Total Assessments
Lot Type 1 (50 Ft)	181	\$23,289.70	1.00	\$23,289.70 per dwelling unit	\$4,215,436.04
Lot Type 2 (45 Ft)	182	\$23,289.70	0.97	\$22,591.01 per dwelling unit	\$4,111,563.96
Total	363				\$8,327,000.00

The projected leverage calculated based on the estimated finished lot values and home values for each Lot is shown in Table F-13.

Table F-13
Projected Leverage – Improvement Area #2

Description	No. of Units	Estimated Finished Lot Value Per Unit	Projected Home Value Per Unit	Assessment Per Unit	Leverage (Lot Value)	Leverage (Home Value)
Lot Type 1 (50 Ft)	181	\$78,000	\$333,125	\$23,289.70	3.35	14.30
Lot Type 2 (45 Ft)	182	\$70,200	\$323,125	\$22,591.01	3.11	14.30

The projected tax rate equivalent per unit calculated based on the estimated finished lot values and home values for each Lot is shown in Table F-14.

Table F-14
Estimated Tax Rate Equivalent Per Unit – Improvement Area #2

Description	No. of Units	Estimated Finished Lot Value Per Unit	Projected Home Value Per Unit	Projected Average Annual Installment Per Unit	Tax Rate Equivalent (Per \$100 Lot Value)	Tax Rate Equivalent (Per \$100 Home Value)
Lot Type 1 (50 Ft)	181	\$78,000	\$333,125	\$1,937	\$2.48	\$0.58
Lot Type 2 (45 Ft)	182	\$70,200	\$323,125	\$1,879	\$2.68	\$0.58

The Assessment and Annual Installments for each Parcel or Lot located within Improvement Area #2 is shown on the Improvement Area #2 Assessment Roll, attached as Appendix H, and no Assessment shall be changed except as authorized by this Service and Assessment Plan and the PID Act.

APPENDIX G
IMPROVEMENT AREA #1 ASSESSMENT ROLL

Appendix G-1
Improvement Area #1 Assessment Roll

**Parcel
Equivalent Units
Assessment**

**All Parcels
253.00
\$5,601,000**

Year¹	Principal	Interest²	Administrative Expenses³	Additional Interest	Capitalized Interest	Total Annual Installment
9/1/2025	\$0	\$65,756	\$0	\$0	(\$65,756)	\$0
9/1/2026	\$91,000	\$319,893	\$51,000	\$28,005	\$0	\$489,898
9/1/2027	\$95,000	\$315,798	\$52,020	\$27,550	\$0	\$490,368
9/1/2028	\$98,000	\$311,523	\$53,060	\$27,075	\$0	\$489,658
9/1/2029	\$102,000	\$307,113	\$54,122	\$26,585	\$0	\$489,819
9/1/2030	\$106,000	\$302,523	\$55,204	\$26,075	\$0	\$489,802
9/1/2031	\$110,000	\$297,753	\$56,308	\$25,545	\$0	\$489,606
9/1/2032	\$115,000	\$292,803	\$57,434	\$24,995	\$0	\$490,232
9/1/2033	\$119,000	\$287,628	\$58,583	\$24,420	\$0	\$489,630
9/1/2034	\$126,000	\$280,785	\$59,755	\$23,825	\$0	\$490,365
9/1/2035	\$132,000	\$273,540	\$60,950	\$23,195	\$0	\$489,685
9/1/2036	\$139,000	\$265,950	\$62,169	\$22,535	\$0	\$489,654
9/1/2037	\$147,000	\$257,958	\$63,412	\$21,840	\$0	\$490,210
9/1/2038	\$155,000	\$249,505	\$64,680	\$21,105	\$0	\$490,290
9/1/2039	\$163,000	\$240,593	\$65,974	\$20,330	\$0	\$489,896
9/1/2040	\$172,000	\$231,220	\$67,293	\$19,515	\$0	\$490,028
9/1/2041	\$181,000	\$221,330	\$68,639	\$18,655	\$0	\$489,624
9/1/2042	\$191,000	\$210,923	\$70,012	\$17,750	\$0	\$489,685
9/1/2043	\$202,000	\$199,940	\$71,412	\$16,795	\$0	\$490,147
9/1/2044	\$213,000	\$188,325	\$72,841	\$15,785	\$0	\$489,951
9/1/2045	\$225,000	\$176,078	\$74,297	\$14,720	\$0	\$490,095
9/1/2046	\$238,000	\$163,140	\$75,783	\$13,595	\$0	\$490,518
9/1/2047	\$251,000	\$148,860	\$77,299	\$12,405	\$0	\$489,564
9/1/2048	\$266,000	\$133,800	\$78,845	\$11,150	\$0	\$489,795
9/1/2049	\$282,000	\$117,840	\$80,422	\$9,820	\$0	\$490,082
9/1/2050	\$299,000	\$100,920	\$82,030	\$8,410	\$0	\$490,360
9/1/2051	\$316,000	\$82,980	\$83,671	\$6,915	\$0	\$489,566
9/1/2052	\$335,000	\$64,020	\$85,344	\$5,335	\$0	\$489,699
9/1/2053	\$355,000	\$43,920	\$87,051	\$3,660	\$0	\$489,631
9/1/2054	\$377,000	\$22,620	\$88,792	\$1,885	\$0	\$490,297
Total	\$5,601,000	\$6,175,031	\$1,978,404	\$519,475	(\$65,756)	\$14,208,154

¹The 9/30/XX dates represent the fiscal year end for the Bonds.

²Represents the principal and interest on the Improvement Area #1 Bonds. Interest is calculated using an interest rate of 4.50% in years 1 through 7 (2025-2032), 5.75% in years 8 through 20 (2033-2045), and 6.00% in years 21 through 30 (2046-2054).

³Administrative Expenses are estimated and will be updated each year in the Annual Service Plan Updates. Assumes a 2% increase per year.

Appendix G-2
Improvement Area #1 Assessment Roll by Per Lot

Lot	Lot Type 1
Equivalent Units	(50 Ft)
Assessment	1.00
	\$22,138

Year¹	Principal	Interest²	Administrative Expenses³	Additional Interest	Capitalized Interest	Total Annual Installment
9/1/2025	\$0	\$260	\$0	\$0	(\$260)	\$0
9/1/2026	\$360	\$1,264	\$202	\$111	\$0	\$1,936
9/1/2027	\$375	\$1,248	\$206	\$109	\$0	\$1,938
9/1/2028	\$387	\$1,231	\$210	\$107	\$0	\$1,935
9/1/2029	\$403	\$1,214	\$214	\$105	\$0	\$1,936
9/1/2030	\$419	\$1,196	\$218	\$103	\$0	\$1,936
9/1/2031	\$435	\$1,177	\$223	\$101	\$0	\$1,935
9/1/2032	\$455	\$1,157	\$227	\$99	\$0	\$1,938
9/1/2033	\$470	\$1,137	\$232	\$97	\$0	\$1,935
9/1/2034	\$498	\$1,110	\$236	\$94	\$0	\$1,938
9/1/2035	\$522	\$1,081	\$241	\$92	\$0	\$1,936
9/1/2036	\$549	\$1,051	\$246	\$89	\$0	\$1,935
9/1/2037	\$581	\$1,020	\$251	\$86	\$0	\$1,938
9/1/2038	\$613	\$986	\$256	\$83	\$0	\$1,938
9/1/2039	\$644	\$951	\$261	\$80	\$0	\$1,936
9/1/2040	\$680	\$914	\$266	\$77	\$0	\$1,937
9/1/2041	\$715	\$875	\$271	\$74	\$0	\$1,935
9/1/2042	\$755	\$834	\$277	\$70	\$0	\$1,936
9/1/2043	\$798	\$790	\$282	\$66	\$0	\$1,937
9/1/2044	\$842	\$744	\$288	\$62	\$0	\$1,937
9/1/2045	\$889	\$696	\$294	\$58	\$0	\$1,937
9/1/2046	\$941	\$645	\$300	\$54	\$0	\$1,939
9/1/2047	\$992	\$588	\$306	\$49	\$0	\$1,935
9/1/2048	\$1,051	\$529	\$312	\$44	\$0	\$1,936
9/1/2049	\$1,115	\$466	\$318	\$39	\$0	\$1,937
9/1/2050	\$1,182	\$399	\$324	\$33	\$0	\$1,938
9/1/2051	\$1,249	\$328	\$331	\$27	\$0	\$1,935
9/1/2052	\$1,324	\$253	\$337	\$21	\$0	\$1,936
9/1/2053	\$1,403	\$174	\$344	\$14	\$0	\$1,935
9/1/2054	\$1,490	\$89	\$351	\$7	\$0	\$1,938
Total	\$22,138	\$24,407	\$7,820	\$2,053	(\$260)	\$56,159

¹The 9/30/XX dates represent the fiscal year end for the Bonds.

²Represents the principal and interest on the Improvement Area #1 Bonds. Interest is calculated using an interest rate of 4.50% in years 1 through 7 (2025-2032), 5.75% in years 8 through 20 (2033-2045), and 6.00% in years 21 through 30 (2046-2054).

³Administrative Expenses are estimated and will be updated each year in the Annual Service Plan Updates. Assumes a 2% increase per year.

APPENDIX H
PROPOSED IMPROVEMENT AREA #2 ASSESSMENT ROLL

Appendix H-1
Proposed Improvement Area #2 Assessment Roll

**Parcel
Equivalent Units
Assessment**

**All Parcels
357.54
\$8,327,000**

Year¹	Principal	Interest²	Administrative Expenses³	Additional Interest	Capitalized Interest	Total Annual Installment
9/1/2027	\$112,000	\$489,211	\$51,000	\$41,635	\$0	\$693,846
9/1/2028	\$118,000	\$482,631	\$52,020	\$41,075	\$0	\$693,726
9/1/2029	\$124,000	\$475,699	\$53,060	\$40,485	\$0	\$693,244
9/1/2030	\$130,000	\$468,414	\$54,122	\$39,865	\$0	\$692,400
9/1/2031	\$137,000	\$460,776	\$55,204	\$39,215	\$0	\$692,195
9/1/2032	\$145,000	\$452,728	\$56,308	\$38,530	\$0	\$692,566
9/1/2033	\$153,000	\$444,209	\$57,434	\$37,805	\$0	\$692,448
9/1/2034	\$161,000	\$435,220	\$58,583	\$37,040	\$0	\$691,843
9/1/2035	\$170,000	\$425,761	\$59,755	\$36,235	\$0	\$691,751
9/1/2036	\$180,000	\$415,774	\$60,950	\$35,385	\$0	\$692,108
9/1/2037	\$190,000	\$405,199	\$62,169	\$34,485	\$0	\$691,852
9/1/2038	\$201,000	\$394,036	\$63,412	\$33,535	\$0	\$691,983
9/1/2039	\$212,000	\$382,228	\$64,680	\$32,530	\$0	\$691,438
9/1/2040	\$224,000	\$369,773	\$65,974	\$31,470	\$0	\$691,216
9/1/2041	\$237,000	\$356,613	\$67,293	\$30,350	\$0	\$691,256
9/1/2042	\$251,000	\$342,689	\$68,639	\$29,165	\$0	\$691,493
9/1/2043	\$266,000	\$327,943	\$70,012	\$27,910	\$0	\$691,865
9/1/2044	\$281,000	\$312,315	\$71,412	\$26,580	\$0	\$691,307
9/1/2045	\$298,000	\$295,806	\$72,841	\$25,175	\$0	\$691,822
9/1/2046	\$316,000	\$278,299	\$74,297	\$23,685	\$0	\$692,281
9/1/2047	\$335,000	\$259,734	\$75,783	\$22,105	\$0	\$692,622
9/1/2048	\$355,000	\$240,053	\$77,299	\$20,430	\$0	\$692,781
9/1/2049	\$376,000	\$219,196	\$78,845	\$18,655	\$0	\$692,696
9/1/2050	\$399,000	\$197,106	\$80,422	\$16,775	\$0	\$693,303
9/1/2051	\$423,000	\$173,665	\$82,030	\$14,780	\$0	\$693,475
9/1/2052	\$449,000	\$148,814	\$83,671	\$12,665	\$0	\$694,150
9/1/2053	\$476,000	\$122,435	\$85,344	\$10,420	\$0	\$694,199
9/1/2054	\$505,000	\$94,470	\$87,051	\$8,040	\$0	\$694,561
9/1/2055	\$536,000	\$64,801	\$88,792	\$5,515	\$0	\$695,108
9/1/2056	\$567,000	\$33,311	\$90,568	\$2,835	\$0	\$693,714
Total	\$8,327,000	\$9,568,906	\$2,068,972	\$814,375	\$0	\$20,779,253

¹The 9/30/XX dates represent the fiscal year end for the Bonds.

²Represents the principal and interest on the Improvement Area #2 Bonds. Interest is calculated using an interest rate of 5.875% in years 1 through 30 (2027-2056) and will be updated at the time of Bond issuance.

³Administrative Expenses are estimated and will be updated each year in the Annual Service Plan Updates. Assumes a 2% increase per year.

Appendix H-2
Improvement Area #2 Assessment Roll by Per Lot

Lot	Lot Type 1
Equivalent Units	(50 Ft)
Assessment	1.00
	\$23,290

Year¹	Principal	Interest²	Administrative Expenses³	Additional Interest	Capitalized Interest	Total Annual Installment
9/1/2027	\$313	\$1,368	\$143	\$116	\$0	\$1,941
9/1/2028	\$330	\$1,350	\$145	\$115	\$0	\$1,940
9/1/2029	\$347	\$1,330	\$148	\$113	\$0	\$1,939
9/1/2030	\$364	\$1,310	\$151	\$111	\$0	\$1,937
9/1/2031	\$383	\$1,289	\$154	\$110	\$0	\$1,936
9/1/2032	\$406	\$1,266	\$157	\$108	\$0	\$1,937
9/1/2033	\$428	\$1,242	\$161	\$106	\$0	\$1,937
9/1/2034	\$450	\$1,217	\$164	\$104	\$0	\$1,935
9/1/2035	\$475	\$1,191	\$167	\$101	\$0	\$1,935
9/1/2036	\$503	\$1,163	\$170	\$99	\$0	\$1,936
9/1/2037	\$531	\$1,133	\$174	\$96	\$0	\$1,935
9/1/2038	\$562	\$1,102	\$177	\$94	\$0	\$1,935
9/1/2039	\$593	\$1,069	\$181	\$91	\$0	\$1,934
9/1/2040	\$627	\$1,034	\$185	\$88	\$0	\$1,933
9/1/2041	\$663	\$997	\$188	\$85	\$0	\$1,933
9/1/2042	\$702	\$958	\$192	\$82	\$0	\$1,934
9/1/2043	\$744	\$917	\$196	\$78	\$0	\$1,935
9/1/2044	\$786	\$874	\$200	\$74	\$0	\$1,934
9/1/2045	\$833	\$827	\$204	\$70	\$0	\$1,935
9/1/2046	\$884	\$778	\$208	\$66	\$0	\$1,936
9/1/2047	\$937	\$726	\$212	\$62	\$0	\$1,937
9/1/2048	\$993	\$671	\$216	\$57	\$0	\$1,938
9/1/2049	\$1,052	\$613	\$221	\$52	\$0	\$1,937
9/1/2050	\$1,116	\$551	\$225	\$47	\$0	\$1,939
9/1/2051	\$1,183	\$486	\$229	\$41	\$0	\$1,940
9/1/2052	\$1,256	\$416	\$234	\$35	\$0	\$1,941
9/1/2053	\$1,331	\$342	\$239	\$29	\$0	\$1,942
9/1/2054	\$1,412	\$264	\$243	\$22	\$0	\$1,943
9/1/2055	\$1,499	\$181	\$248	\$15	\$0	\$1,944
9/1/2056	\$1,586	\$93	\$253	\$8	\$0	\$1,940
Total	\$23,290	\$26,763	\$5,787	\$2,278	\$0	\$58,117

¹The 9/30/XX dates represent the fiscal year end for the Bonds.

²Represents the principal and interest on the Improvement Area #2 Bonds. Interest is calculated using an interest rate of 5.875% in years 1 through 30 (2027-2056) and will be updated at the time of Bond issuance.

³Administrative Expenses are estimated and will be updated each year in the Annual Service Plan Updates. Assumes a 2% increase per year.

Appendix H-3
Improvement Area #2 Assessment Roll by Per Lot

Lot
Equivalent Units
Assessment

Lot Type 2
(45 Ft)
0.97
\$22,591

Year¹	Principal	Interest²	Administrative Expenses³	Additional Interest	Capitalized Interest	Total Annual Installment
9/1/2027	\$304	\$1,327	\$138	\$113	\$0	\$1,882
9/1/2028	\$320	\$1,309	\$141	\$111	\$0	\$1,882
9/1/2029	\$336	\$1,291	\$144	\$110	\$0	\$1,881
9/1/2030	\$353	\$1,271	\$147	\$108	\$0	\$1,878
9/1/2031	\$372	\$1,250	\$150	\$106	\$0	\$1,878
9/1/2032	\$393	\$1,228	\$153	\$105	\$0	\$1,879
9/1/2033	\$415	\$1,205	\$156	\$103	\$0	\$1,879
9/1/2034	\$437	\$1,181	\$159	\$100	\$0	\$1,877
9/1/2035	\$461	\$1,155	\$162	\$98	\$0	\$1,877
9/1/2036	\$488	\$1,128	\$165	\$96	\$0	\$1,878
9/1/2037	\$515	\$1,099	\$169	\$94	\$0	\$1,877
9/1/2038	\$545	\$1,069	\$172	\$91	\$0	\$1,877
9/1/2039	\$575	\$1,037	\$175	\$88	\$0	\$1,876
9/1/2040	\$608	\$1,003	\$179	\$85	\$0	\$1,875
9/1/2041	\$643	\$967	\$183	\$82	\$0	\$1,875
9/1/2042	\$681	\$930	\$186	\$79	\$0	\$1,876
9/1/2043	\$722	\$890	\$190	\$76	\$0	\$1,877
9/1/2044	\$762	\$847	\$194	\$72	\$0	\$1,876
9/1/2045	\$808	\$803	\$198	\$68	\$0	\$1,877
9/1/2046	\$857	\$755	\$202	\$64	\$0	\$1,878
9/1/2047	\$909	\$705	\$206	\$60	\$0	\$1,879
9/1/2048	\$963	\$651	\$210	\$55	\$0	\$1,880
9/1/2049	\$1,020	\$595	\$214	\$51	\$0	\$1,879
9/1/2050	\$1,082	\$535	\$218	\$46	\$0	\$1,881
9/1/2051	\$1,148	\$471	\$223	\$40	\$0	\$1,881
9/1/2052	\$1,218	\$404	\$227	\$34	\$0	\$1,883
9/1/2053	\$1,291	\$332	\$232	\$28	\$0	\$1,883
9/1/2054	\$1,370	\$256	\$236	\$22	\$0	\$1,884
9/1/2055	\$1,454	\$176	\$241	\$15	\$0	\$1,886
9/1/2056	\$1,538	\$90	\$246	\$8	\$0	\$1,882
Total	\$22,591	\$25,960	\$5,613	\$2,209	\$0	\$56,374

¹The 9/30/XX dates represent the fiscal year end for the Bonds.

²Represents the principal and interest on the Improvement Area #2 Bonds. Interest is calculated using an interest rate of 5.875% in years 1 through 30 (2027-2056) and will be updated at the time of Bond issuance.

³Administrative Expenses are estimated and will be updated each year in the Annual Service Plan Updates. Assumes a 2% increase per year.



City Council Management Report

Meeting Date: 7/20/2026

Contact: Donielle Suber, Director of Administrative Services

AGENDA ITEM:

Consideration and action related to Ordinance 2026-0018; An Ordinance of the City of Alvarado, Texas, amending Division 5, "Speed Limits," of Article II, "Traffic Regulations," of Chapter 38, "Traffic and Vehicles," of the Code of Ordinances, by amending Section 38-129, "School Zones," by updating the school zones along a portion of FM 1807/Davis Avenue and a portion of Cummings Drive. (School Zone Update) (Suber)

BACKGROUND & FINDINGS:

Staff is proposing amendments to the School Zone Ordinance to ensure it accurately reflects the existing school zone signage and traffic control devices. The proposed revisions update the posted school zone distances along portions of N. Cummings Street and E. Davis Avenue to match the installed signage. In addition, the ordinance removes the "when lights are flashing" language from the school zone on Maple Street to reflect current conditions. Although the City completed a comprehensive update to school zones in December 2025, these revisions are necessary to ensure the ordinance remains consistent with the school zones as currently posted in the field.

FINANCIAL IMPACT:

There is no financial impact to the City of Alvarado.

RECOMMENDATION:

Staff recommends approval of Ordinance No. 2026-00XX, an ordinance of the City Council amending Section 38-129 of the City of Alvarado Code, updating the School Zone ordinance.

MANAGEMENT REVIEW:

Paul DeBuff, City Manager

ATTACHMENTS:

1. School Zone Amend 7-20-26.FINAL 07 13 26

ORDINANCE NO. 2026-00XX

AN ORDINANCE AMENDING DIVISION 5, “SPEED LIMITS,” OF ARTICLE II, “TRAFFIC REGULATIONS,” OF CHAPTER 38, “TRAFFIC AND VEHICLES,” OF THE CODE OF ORDINANCES, CITY OF ALVARADO, TEXAS, BY AMENDING SECTION 38-129, “SCHOOL ZONES,” BY MODIFYING THE SCHOOL ZONES IN THE CITY; DIRECTING THE CITY MANAGER TO INDICATE THE SCHOOL ZONE LOCATION AND TIMES WITH APPROPRIATE SIGNAGE; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION IN THE OFFICIAL NEWSPAPER; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the City has adopted school zone speed regulations to provide for traffic safety adjacent to school locations; and

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

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

SECTION 1.

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

- “(a) The maximum prima facie limit on the following parts of streets within the city and during the following times is hereby declared to be 20 miles per hour on school days:
- (1) Cummings between U.S. 67 and a point 0.81 miles north of U.S. 67 between the hours of 6:45 a.m. to 8:45 a.m. and 2:45 p.m. to 4:45 p.m. when lights are flashing.
 - (2) Maple Street from a point 0.15 miles eastbound from the intersection with Parkway to a point 0.57 miles westbound from the intersection with CR 1807 between the hours of 7:30 a.m. to 9:00 a.m. and 3:30 p.m. to 5:00 p.m.

- (b) The maximum prima facie limit on the following parts of streets within the city and during the following times is hereby declared to be 30 miles per hour on school days:
 - (1) E Davis Ave. (FM 1807) beginning at a point 0.1 miles north of County Road 109 and extending south on E Davis Ave. (FM 1807) to a point 0.20 miles south of County Road 109 between the hours of 6:45 a.m. to 8:45 a.m. and 2:45 p.m. to 4:45 p.m. when lights are flashing.
- (c) The maximum prima facie limit on the following parts of streets within the city hereby is declared to be 35 miles per hour when signed for school crossing and lights are flashing:
 - (1) U.S. Highway 67 from approximately 0.12 miles west of Cummings Road easterly to a point approximately 0.17 miles east of Cummings Road.”

SECTION 2.

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

SECTION 3.

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

SECTION 4.

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

SECTION 5.

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

SECTION 6.

All rights and remedies of the City are expressly saved as to any and all violations of the provisions of this Ordinance or any other ordinances governing the matters regulated herein which have accrued at the time of the effective date of this Ordinance; and, as to such accrued violations and all pending litigation, both civil and criminal, whether pending in court or not, under such ordinances, same shall not be affected by this Ordinance but may be prosecuted until final disposition by the courts.

SECTION 7.

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

SECTION 8.

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

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

Jacob Wheat, Mayor

ATTEST:

Bobbie Jo Taylor, City Secretary



City Council Management Report

Meeting Date: 7/20/2026

Contact: Jessica Hill, Deputy City Secretary

AGENDA ITEM:

Consider and take action on Ordinance No. 2026-0019, amending Chapter 9, “Business Regulations,” of the Code of Ordinances by updating Section 9-80, “Adoption of Texas Food Establishment Rules,” and adding a new Article V, “Mobile Food Vendor and Food Trucks,” to establish local regulations consistent with Chapter 437B, Texas Health and Safety Code, and adopting standards for food trucks, mobile food vendors, and food truck parks within the City of Alvarado. (Hill)

BACKGROUND & FINDINGS:

Staff is proposing amendments to Chapter 9, “Business Regulations,” to update Section 9-80 and add a new Article V, “Mobile Food Vendor and Food Trucks,” to establish local regulations for mobile food vendors and food truck parks. The proposed revisions align the City’s Code of Ordinances with House Bill 2844 and Chapter 437B of the Texas Health and Safety Code, which created a statewide licensing and regulatory framework for mobile food vendors effective July 1, 2026. Although the City currently regulates food establishments under Chapter 9 and addresses mobile food vendors through its existing zoning regulations, the Code does not include a dedicated Chapter 9 article establishing registration, operational, site-safety, food truck park, and enforcement standards for mobile food vendors.

FINANCIAL IMPACT:

RECOMMENDATION:

Staff recommends approval of Ordinance No. 2026-0019, amending Chapter 9, “Business Regulations,” of the Code of Ordinances by updating Section 9-80, “Adoption of Texas Food Establishment Rules,” and adding a new Article V, “Mobile Food Vendor and Food Trucks,” to establish local regulations consistent with Chapter 437B, Texas Health and Safety Code, and adopting standards for food trucks, mobile food vendors, and food truck parks within the City of Alvarado.

MANAGEMENT REVIEW:

Paul DeBuff, City Manager

ATTACHMENTS:

1. Ordinance No. 2026-XXXX - Mobile Food Vendors & Food Trucks

ORDINANCE NO. _____

AN ORDINANCE AMENDING SECTION 9-80, “ADOPTION OF TEXAS FOOD ESTABLISHMENT RULES,” OF ARTICLE IV, “FOOD ESTABLISHMENTS,” OF CHAPTER 9, “BUSINESS REGULATIONS,” BY CHANGING THE DEFINITION OF A FOOD ESTABLISHMENT AND BY ADDING A NEW ARTICLE V, “MOBILE FOOD VENDOR AND FOOD TRUCKS,” OF CHAPTER 9, “BUSINESS REGULATIONS,” OF THE CODE OF ORDINANCES, CITY OF ALVARADO, TEXAS, CREATING NEW REGULATIONS FOR MOBILE AND FOOD VENDORS AND FOOD TRUCK PARKS; PROVIDING REGISTRATION AND LOCATION STANDARDS; PROVIDING OPERATIONAL STANDARDS; PROVIDING ENFORCEMENT AND PENALTIES; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION IN THE OFFICIAL NEWSPAPER; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, mobile food units, also known as food trucks, have become an increasingly popular form of providing food service to the public, and help contribute to the vitality of the City in addition to providing entrepreneurial opportunities; and

WHEREAS, the 89th Texas Legislature adopted House Bill 2844, codified in Chapter 437B of the Texas Health and Safety Code, establishing a statewide licensing and regulatory framework for mobile food vendors, with key provisions effective July 1, 2026; and

WHEREAS, the City Council finds that reasonable regulations of mobile food units are necessary to protect the public health, safety, and welfare, including ensuring compliance with applicable location and zoning standards as well as with applicable state laws; and

WHEREAS, consistent with applicable state law, the City Council desires to enact certain provisions related to the regulation of mobile food units and finds that doing so is in the best interest of the health, safety and welfare of the citizens of the City.

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

SECTION 1.

Section 9-80, "Adoption of Texas Food Establishment Rules," of Article IV, "Food Establishments," of Chapter 9, "Business Regulations," of the Code of the City of Alvarado, Texas, is hereby amended to read as follows:

"§ 9-80 Definitions.

The words and terms used in this article that are not defined herein shall have the meanings commonly ascribed to them. Words used in the present tense include the future tense. Words in the singular number include the plural number and words in the plural number include the singular number. The word "he" shall be defined to include the word "she".

Authorized agent or employee

means the employees of the regulatory authority.

City

means the City of Alvarado, Texas.

Food establishment

means:

- (1) A food service establishment, a retail food store, a temporary food establishment, and/or a roadside food vendor;
- (2) An operation that stores, prepares, packages, serves, vends, or otherwise provides food for human consumption, such as a restaurant, satellite or catered feeding location, or catering operation, if the operation provides food directly or indirectly to people for consumption;
- (3) A market, vending location, conveyance used to transport people, institution, or food bank;
- (4) The transportation vehicle or central preparation facility that supplies a vending location or satellite feeding location unless the vending or feeding location is permitted by the regulatory authority; and
- (5) An operation that is conducted in a stationary, temporary or permanent facility or location where the consumption of food takes place on or off premises, regardless of whether there is a charge for the food.

Regulatory authority

means the City of Alvarado, Texas.

State rules

means the state rules found at 25 Texas Administrative Code, chapter 228. These rules are also known as the Texas Food Establishment Rules.”

SECTION 2.

Chapter 9, “Business Regulations,” of the Code of the City of Alvarado, Texas, is hereby revised by adding a new Article V to read as follows:

“ARTICLE V MOBILE FOOD VENDOR AND FOOD TRUCKS

§ 9.130 State law adopted by reference.

The provisions of Chapter 437B of the Texas Health and Safety Code, as amended, including §437B.001 *et seq.*, relating to mobile food vendors, is hereby adopted and incorporated by reference for all purposes as if fully set forth herein, and shall govern the licensing and regulation of mobile food vendors within the City to the extent applicable.

§ 9.131 Purpose and intent.

This article is adopted to protect public health, safety, and welfare by establishing reasonable time, place, and manner regulations for mobile food vendors and food truck parks, including standards related to zoning compatibility, traffic safety, fire safety, noise, and prevention of nuisances, while supporting small business activity and consumer choice.

§ 9.132 Definitions.

Approved restroom access

means access to a commercial restroom available during operation.

Food truck incubator program mobile food unit

means a mobile food unit owned by the City of Alvarado Economic Development Corporation and operated by an entrepreneur selected through the city’s food truck incubator program pursuant to an agreement approved by the economic development corporation.

Food Truck Park

means a property or portion of a property designed, intended, or regularly utilized for the coordinated operation of two or more mobile food units on a recurring basis, including locations with shared parking, seating, utilities, refuse facilities, or common management, and operating under an approved site plan.

Food truck operation site

means a location where one or more food trucks operate temporarily.

Host site

means the property owner or tenant granting permission.

Mobile food unit (MFU)/food truck

means a vehicle-mounted, self- or otherwise-propelled, self-contained food service operation designed to be readily movable, including catering trucks, trailers, push carts, and roadside vendors, and used to store, prepare, display, serve or sell food. An MFU must completely retain its mobility at all times. An MFU does not include a stand or a booth. A roadside food vendor is classified as an MFU.

Mobile food vendor

means any person or entity operating a mobile food unit.

§ 9.133 Applicability.

The regulations provided herein apply to all mobile food vendors within the city limits, including mobile food units operating under the food truck incubator program, except where otherwise expressly provided, and do not apply to special events and private catering events not open to the public.

§ 9.134. Compliance with state law.

Mobile food vendors must comply with all applicable laws, including Texas Food Establishment Rules under 25 Texas Administrative Code Chapter 228, as amended, and Chapter 437B of the Texas Health and Safety Code, as amended.

§ 9.135. City registration.

Mobile food vendors must register with the city prior to operating. Upon registering, mobile food vendors must provide business, vehicle, insurance, and site information, and shall provide proof of applicable health authorization issued by Johnson County or other authorized agency, along with any other information deemed necessary by the city. Proof of registration will be provided by the city and shall be displayed in a conspicuous place at all times that a mobile food unit is in operation.

For food truck incubator program mobile food units, information and documentation required and approved through the food truck incubator program may be used to satisfy equivalent city registration requirements under this section.

§ 9.136 Insurance required.

Each mobile food vendor shall maintain a valid commercial general liability insurance policy providing minimum premises/operations coverage of \$500,000 per occurrence and \$1,000,000 in the aggregate on an occurrence basis, in addition to valid automobile liability insurance.

§ 9.137. **Location and zoning standards.**

- (a) Compliance with Zoning. Mobile food units shall operate in compliance with all applicable zoning ordinances of the City.
- (b) Property owner permission. A mobile food unit may only operate on a private site with the written permission of the property owner or the owner's authorized representative. The written permission shall be made available to the city upon request.
- (c) City-owned and city-controlled locations. Mobile food vendors may operate on City-owned or City-controlled property when authorized in writing by the city manager or designee and when permitted under Chapter 42 of this Code. Authorization under this section does not waive any applicable zoning, specific use permit, site plan, or other land-use requirement.
- (d) Site development and access standards. Mobile food units must:
 - (1) Park on a paved or all-weather surface approved by the city;
 - (2) Not occupy or block required drive aisles, fire lanes, or required off-street parking spaces serving existing uses on the site;
 - (3) Maintain clear and safe pedestrian access, including accessible routes required by applicable accessibility standards; and
 - (4) Comply with all applicable fire and building code requirements related to vehicle placement, fuel sources, and emergency access.
- (e) Prohibited locations. Mobile food units are prohibited from operating:
 - (1) Within public rights-of-way, except where expressly authorized by the city for special events or designated city programs.
 - (2) In fire lanes or other areas designated for emergency access.
 - (3) In any location that obstructs sight distance at driveways or intersections or otherwise creates a traffic hazard as determined by the city.
- (f) Protection of adjacent uses. In reviewing mobile food unit operation sites, the city may impose reasonable conditions related to hours of operation, lighting, noise, and placement on the lot to mitigate adverse impacts on adjacent residential uses and to maintain safe circulation, while not unreasonably restricting otherwise lawful mobile food vending.

§ 9.138 Regulations for mobile food vendors.

- (a) Restroom access. A mobile food unit must have approved restroom access for employees during all hours of operation, either on-site or within a reasonable walking distance, in accordance with state law.
- (b) Time limits. Food truck sales may not occur at a location for more than 72 hours within a seven (7) day period, unless such sales occur as part of an approved food truck park.
- (c) Parking and site operations. Parking and customer queuing must not interfere with required parking, accessibility, or traffic flow.
- (d) Signage and lighting. Signage on each mobile food unit shall be limited to one vehicle-mounted sign and one sandwich board. Lighting on mobile food units shall control glare.
- (e) Noise and nuisances. Vendors must comply with city noise and nuisance regulations to the extent that they do not conflict with the specific regulations concerning food trucks under state law.
- (f) Food truck parks. Food truck parks require city site plan approval, parking standards, refuse management, and on-site management.

§ 9.139 Food truck incubator program.

- (a) Mobile food units operating as part of the food truck incubator program shall comply with all applicable provisions of this article and state law, including health, fire, and safety requirements, unless expressly exempted by this section.
- (b) The City may designate specific City-owned or City-controlled locations for the operation of food truck incubator program mobile food units. Operation at a designated location shall remain subject to the zoning and land-use requirements of Chapter 42. Participation in the food truck incubator program does not independently establish zoning compliance or waive an applicable specific use permit requirement.
- (c) Documentation submitted to and approved by the economic development corporation for participation in the food truck incubator program, including proof of health permits, insurance, and operator information, may be accepted as satisfying equivalent city registration documentation requirements under this article.

§ 9.140 Enforcement and penalties.

A violation of any provision of this Article shall be deemed to be a misdemeanor and, upon conviction, such violation shall be punishable by a fine not to exceed \$500. Neither allegation nor evidence of culpable mental state is required for the proof of an offense defined by this article. Each day of a violation exists shall constitute a separate offense.”

SECTION 3.

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

SECTION 4.

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

SECTION 5.

Any person, firm, or corporation who violates, disobeys, omits, neglects, or refuses to comply with or who resists the enforcement of any of the provisions of this Ordinance shall be fined in accordance with Section 1-12 of the Code of Ordinances, City of Alvarado. Each day that a violation is permitted to exist shall constitute a separate offense.

SECTION 6.

All rights and remedies of the City are expressly saved as to any and all violations of the provisions of this Ordinance or any other ordinances governing the matters regulated herein which have accrued at the time of the effective date of this Ordinance; and, as to such accrued violations and all pending litigation, both civil and criminal, whether pending in court or not, under such ordinances, same shall not be affected by this Ordinance but may be prosecuted until final disposition by the courts.

SECTION 7.

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

SECTION 8.

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

PASSED AND APPROVED by the City Council of the City of Alvarado on this the _____ day of _____, 2026.

Jacob Wheat, Mayor

ATTEST:

Bobbie Jo Taylor, City Secretary



City Council Management Report

Meeting Date: 7/20/2026

Contact: Hillary Cromer, Director of Economic Development

AGENDA ITEM:

First Reading of Resolution No. R2026-000045; A Resolution Approving Funding Participation from the Alvarado Economic Development Corporation (AEDC) for the Parkway Drive Sanitary Sewer Project, Amending the Project Budget as Necessary, and Authorizing the Economic Development Director and/or City Manager to Execute All Necessary Documents. (Cromer)

BACKGROUND & FINDINGS:

On July 6, 2026, the Alvarado Economic Development Corporation (AEDC) approved participation in the Parkway Drive Sanitary Sewer Project to support business expansion and future economic development opportunities.

The Parkway Drive Sanitary Sewer Project will increase sanitary sewer capacity along the Parkway Drive corridor, providing infrastructure necessary to support existing business expansion, future commercial and industrial development, and long-term economic growth.

The project is funded through a combination of a federal Economic Development Administration (EDA) grant, City funds, and AEDC participation. The AEDC has approved contributing \$165,000 during FY 2025-2026 and anticipates contributing an additional \$165,000 during FY 2026-2027, subject to future budget appropriation and any required AEDC approvals.

This item constitutes the first reading of a resolution authorizing the City to approve AEDC participation in the project and authorizing the Economic Development Director and/or City Manager to execute all necessary documents.

FINANCIAL IMPACT:

Project Funding Sources

- EDA Grant: **\$1,400,000**
- City of Alvarado General Fund: **\$1,264,000**

- AEDC FY 2025-2026 Participation: **\$165,000**
- AEDC FY 2026-2027 Participation: **\$165,000** (subject to future appropriation and any required AEDC approvals)

Total Project Cost: \$2,994,000

RECOMMENDATION:

The AEDC board of directors recommend approval of Resolution No. R2026-0045 approving AEDC funding participation for the Parkway Drive Sanitary Sewer Project, approving the AEDC's participation in the project up to \$165,000 for the current fiscal year, amending the project budget as necessary, and authorizing the Economic Development Director and/or City Manager to execute all necessary documents.

MANAGEMENT REVIEW:

Paul DeBuff, City Manager

ATTACHMENTS:

None



City Council Management Report

Meeting Date: 7/20/2026

Contact: Hillary Cromer, Director of Economic Development

AGENDA ITEM:

First Reading of Resolution No. R2026-0046; A Resolution of the City of Alvarado, Texas, authorizing an agreement between the Alvarado Economic Development Corporation and Carrie Keeton for the historic building rehab of 103 South Friou St; establishing that this project is a business retention and downtown revitalization effort; and providing an effective date. (Cromer)

BACKGROUND & FINDINGS:

On July 6, 2026, the Alvarado Economic Development Corporation (AEDC) Board approved a Performance Agreement with Carrie Keeton to provide a reimbursement grant of up to \$75,000 for the rehabilitation of the historic building located at 103 South Friou Street. The project is intended to encourage continued investment, business retention, and economic activity within the downtown district. The agreement provides for reimbursement of eligible construction costs upon completion of required performance measures and submission of supporting documentation.

FINANCIAL IMPACT:

Funding will be provided by the AEDC in an amount not to exceed \$75,000 and will be reimbursed only after all agreement requirements have been satisfied. No General Fund impact.

RECOMMENDATION:

The AEDC board of directors recommend approval of Resolution No. R2026-0046 authorizing the agreement between the Alvarado Economic Development Corporation and Carrie Keeton for the rehabilitation of the historic building located at 103 South Friou Street.

MANAGEMENT REVIEW:

Paul DeBuff, City Manager

ATTACHMENTS:

None



City Council Management Report

Meeting Date: 7/20/2026

Contact: Hillary Cromer, Director of Economic Development

AGENDA ITEM:

First Reading Resolution No. R2026-0047; A Resolution of the City of Alvarado, Texas, authorizing an amendment to the economic development agreement between the Alvarado Economic Development Corporation (AEDC) and Halfie's Rambles, LLC for a restaurant at 110 W. College Street; establishing that this project is a business retention and downtown revitalization effort; and providing an effective date. (Cromer)

BACKGROUND & FINDINGS:

The proposed amendment to the performance agreement between the Alvarado Economic Development Corporation and Halfie's Rambles for the Den Chan Coffee shop and bakery increases the grant amount by \$15,000 to address unanticipated project costs. The amendment does not include any other changes. The Alvarado Economic Development Corporation approved the amendment at its July 6, 2026 board meeting.

FINANCIAL IMPACT:

The amendment increases the Alvarado EDC grant to Halfie's Rambles by \$15,000 to cover unanticipated project costs, with no other changes to the performance agreement.

RECOMMENDATION:

Approve the amended performance agreement and authorize the Economic Development Director and/or City Manager to execute of all necessary documents to implement the \$15,000 grant increase consistent with the EDC's July 6, 2026 board action.

MANAGEMENT REVIEW:

Paul DeBuff, City Manager

ATTACHMENTS:

None



City Council Management Report

Meeting Date: 7/20/2026

Contact: Hillary Cromer, Director of Economic Development

AGENDA ITEM:

First Reading of Resolution No. R2026-0048; A Resolution of the City of Alvarado, Texas, approving the acquisition of real property located at 100 S. Spears Street from David's Properties, LP by the Alvarado Economic Development Corporation in furtherance of Project Align; approving a lease agreement for the continued occupancy of the property by David's grocery store owned by Brookshires Brothers through the expiration of its current lease term; approving an amendment to the Alvarado Economic Development Corporation's Fiscal Year 2025-2026 Budget to provide funding for the acquisition; and providing an effective date. (Cromer)

BACKGROUND & FINDINGS:

At its July 6, 2026, meeting, the Alvarado Economic Development Corporation (AEDC) Board approved the acquisition of the property located at 100 S. Spears Street from David's Properties, LP for \$1,130,000 as part of Project Align.

The acquisition is intended to position the City and the AEDC to proactively support the long-term vision for Downtown Alvarado. Strategic control of key properties within the downtown area provides the flexibility to encourage redevelopment opportunities, support future public and private investment, and ensure that future land use and development are aligned with the community's adopted vision.

As part of the transaction, David's Properties, LP will continue to occupy the property under a lease agreement through the expiration of its current lease term, allowing for an orderly transition while preserving the property's future redevelopment potential.

FINANCIAL IMPACT:

The purchase price for the property is \$1,130,000. Funding for the acquisition will be provided through an amendment to the AEDC Fiscal Year 2025–2026 Budget. Future lease revenue

during the remaining lease term will partially offset the costs associated with ownership until the property becomes available for future redevelopment or other strategic use.

RECOMMENDATION:

The Alvarado EDC board of directors recommend approval of the first reading of Resolution No. R2026-0048, approving the acquisition of 100 S. Spears Street by the Alvarado Economic Development Corporation, approving the associated lease agreement with David's owned by Brookshire Brothers, approving the necessary budget amendment, and providing for an effective date.

MANAGEMENT REVIEW:

Paul DeBuff, City Manager

ATTACHMENTS:

None



City Council Management Report

Meeting Date: 7/20/2026

Contact: John Harris, Director of Public Services

AGENDA ITEM:

Consideration and action related to Resolution No. R2026-0049; A Resolution of the City of Alvarado, Texas, requesting financial assistance from the Texas Water Development Board; authorizing the filing of an application for assistance; and making certain findings in connection therewith. (Texas Water Development Board Grant) (Harris)

BACKGROUND & FINDINGS:

The City is currently attempting to apply for a grant from the TWDB to help with the design and construction of a new elevated storage tank that is included in the Water Master Plan. The tank will help keep up with the growth and demand while keeping the City in compliance with TCEQ.

FINANCIAL IMPACT:

The grant preparation will cost \$13,035.00 with the possibility of receiving up to 10 million dollars and no required match from the City.

RECOMMENDATION:

Approval

MANAGEMENT REVIEW:

Paul DeBuff, City Manager

ATTACHMENTS:

1. Resolution_R2026-0048 TWDB
2. CM Affidavit
3. Certificate of Secretary_Alvarado

RESOLUTION NO. R2026-0048

APPLICATION FILING AND AUTHORIZED REPRESENTATIVE RESOLUTION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ALVARADO, TEXAS, REQUESTING FINANCIAL ASSISTANCE FROM THE TEXAS WATER DEVELOPMENT BOARD; AUTHORIZING THE FILING OF AN APPLICATION FOR ASSISTANCE; AND MAKING CERTAIN FINDINGS IN CONNECTION THEREWITH.

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

SECTION 1.

That an application is hereby approved and authorized to be filed with the Texas Water Development Board seeking financial assistance in an amount not to exceed \$10,000,000 to provide for the costs of an elevated water storage tank and related water system improvements.

SECTION 2.

That City Manager, Paul DeBuff, be and is hereby designated the authorized representative of the City of Alvarado for purposes of furnishing such information and executing such documents as may be required in connection with the preparation and filing of such application for financial assistance and the rules of the Texas Water Development Board.

SECTION 3.

That the following firms and individuals are hereby authorized and directed to aid and assist in the preparation and submission of such application and appear on behalf of and represent the City of Alvarado before any hearing held by the Texas Water Development Board on such applications, to wit:

Engineer: Birkhoff, Hendricks, & Carter, LLP

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

Jacob Wheat, Mayor

ATTEST:

Bobbie Jo Taylor, City Secretary

Application Affidavit

THE STATE OF TEXAS §

COUNTY OF Johnson §

APPLICANT City of Alvarado §

BEFORE ME, the undersigned, a Notary Public in and for the State of Texas, on this day personally appeared Paul DeBuff as the Authorized Representative of the City of Alvarado, who being by me duly sworn, upon oath says that:

1. The decision by the City of Alvarado (authority, city, county, corporation, district) to request financial assistance from the Texas Water Development Board ("TWDB") was made in a public meeting held in accordance with the Open Meetings Act (Government Code, §551.001, et seq.) and after providing such notice as required by such Act as is applicable to the City of Alvarado (authority, city, county, corporation, district).

2. The information submitted in the application is true and correct according to my best knowledge and belief.

3. The City of Alvarado (authority, city, county, corporation, district) has no litigation or other proceedings pending or threatened against it that would materially adversely affect its financial condition or ability to issue debt.

4. The City of Alvarado (authority, city, county, corporation, district) has no pending, threatened, or outstanding judgments, orders, fines, penalties, taxes, assessment or other enforcement or compliance issue of any kind or nature by the Environmental Protection Agency, Texas Commission on Environmental Quality, Texas Comptroller, Texas Secretary of State, or any other federal, state or local government, except for the following (if no such outstanding compliance issues, write in "none"):
TCEQ alleged service-pump capacity violation; ACR granted 6/10/26.

5. The City of Alvarado (authority, city, county, corporation, district) warrants compliance with the representations made in the application in the event that the TWDB provides the financial assistance.

6. The City of Alvarado (authority, city, county, corporation, district) is or will become in compliance with all of its material contracts.

7. The City of Alvarado (authority, city, county, corporation, district) will
comply with all applicable federal laws, rules, and regulations as well as the laws of this state and the rules and
regulations of the TWDB.

Official Representative

Title: City Manager

SWORN TO AND SUBSCRIBED BEFORE ME, by _____,
on this _____ day of _____, 20 ____.

(NOTARY'S SEAL)

Notary Public, State of Texas



City Council Management Report

Meeting Date: 7/20/2026

Contact: Jacob Wheat, Mayor

AGENDA ITEM:

Consideration and action related to approval of the Nominating Committee's recommendations of appointments to the Ethics Board of Review (BOR) and authorizing the City Manager to execute any agreements. (Wheat, Short, Thomas)

BACKGROUND & FINDINGS:

FINANCIAL IMPACT:

RECOMMENDATION:

MANAGEMENT REVIEW:

Paul DeBuff, City Manager

ATTACHMENTS:

None



City Council Management Report

Meeting Date: 7/20/2026

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

BACKGROUND & FINDINGS:

FINANCIAL IMPACT:

RECOMMENDATION:

MANAGEMENT REVIEW:

Paul DeBuff, City Manager

ATTACHMENTS:

None



City Council Management Report

Meeting Date: 7/20/2026

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)

BACKGROUND & FINDINGS:

FINANCIAL IMPACT:

RECOMMENDATION:

MANAGEMENT REVIEW:

Paul DeBuff, City Manager

ATTACHMENTS:

None



City Council Management Report

Meeting Date: 7/20/2026

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